

CITY OF IRWINDALE

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



NOTICE AND AGENDA FOR THE SPECIAL AND REGULAR MEETING OF THE

CITY COUNCIL

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

HOUSING AUTHORITY

April 22, 2026

SPECIAL MEETING – 5:00 P.M.

REGULAR MEETING – 6:00 PM

H. MANUEL ORTIZ - Mayor

ALBERT F. AMBRIZ - Mayor Pro Tem

MARK A. BRECEDA - Councilmember

LARRY G. BURROLA - Councilmember

MANUEL R. GARCIA - Councilmember

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

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

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

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

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

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

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

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

Code of Ethics

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

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

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

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

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

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

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

IRWINDALE CITY COUNCIL



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

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

4. SPONTANEOUS COMMUNICATIONS

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

5. RECESS TO CLOSED SESSION**A. Conference with Real Property Negotiator**

Pursuant to California Government Code Section 54956.8

Property: 16359 Arrow Highway

Agency Negotiator: Julian A. Miranda, City Manager

Negotiating Parties: 39 Dalton Financial Ltd. Partnership

Under Negotiation: Acquisition of Property

Property: Azusa Western Pit (APN 8615-001-051)

Agency Negotiator: Julian A. Miranda, City Manager

Negotiating Parties: Waste Management

Under Negotiation: Acquisition of Property

B. Conference with Legal Counsel - Anticipated Litigation

Significant Exposure to Litigation

[Pursuant to Government Code section 54956.9 (d)(2), (e)(1)]

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

Number of Cases: One (1)

6. RECONVENE IN OPEN SESSION**7. REPORT FROM CLOSED SESSION**

8. ADJOURNMENT

REGULAR MEETING

9. CALL TO ORDER

10. PLEDGE OF ALLEGIANCE

11. INVOCATION

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

13. AB 2449 DISCLOSURES

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

14. CHANGES TO THE AGENDA

15. COUNCIL MEMBER TRAVEL REPORTS

16. COUNCILMEMBER COMMENTS

17. INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS

A. Introduction of Irwindale Police Officer Christopher Miranda

18. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

A. Proclamation proclaiming April as Autism Awareness Month

B. Recognition to Options For Learning in Honor of Their 25-Year Anniversary Celebration

C. Proclamation on Recycling and Organics Separation in Honor of Earth Day 2026

D. Chamber of Commerce Business of the Month — Kearny Real Estate (January); Realty One (February); Andy Lu Photography (March)

E. Irwindale Chamber of Commerce Quarterly Update

19. CONSENT CALENDAR

A. Minutes of the Meeting Held February 11, 2026
Department: City Clerk

Recommendation: Approve

B. Warrants / Demands / Payroll

Department: Finance

Recommendation: Approve.

C. Investment Quarterly Report for Fiscal Quarter Ending March 31, 2026

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 March 31, 2026.

D. Award of Contract to HELIX Environmental Planning, Inc.

Department: Community Development

Recommendation: That the City Council approve the contract with HELIX Environmental Planning, Inc., for the preparation of an environmental assessment for property located at 1600 Arrow Highway, Irwindale, CA 91706 and authorize the City Manager to execute the agreement subject to City Attorney approval as to form

E. Approve Out-of-State Travel to the 2026 International Council of Shopping Centers Conference in Las Vegas, Nevada, for Two City Councilmembers and One Staff Member

Department: Administration

Recommendation: **Adopt Resolution No. 2026-30-3841** entitled: "A RESOLUTION OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING AN OUT-OF-STATE TRAVEL TO THE 2026 INTERNATIONAL COUNCIL OF SHOPPING CENTERS CONFERENCE IN LAS VEGAS, NEVADA FOR TWO CITY COUNCILMEMBERS AND ONE STAFF MEMBER."

F. Approval of Resolution Finding that a Public Purpose would be Served for Use of City Facilities as Four-Day Vote Centers and Ratification of the City Manager's Execution of the Vote Center Facility Use Agreement and Election Plan

Department: City Clerk

Recommendation: **Adopt Resolution No. 2026-27-3838** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE (1) WAIVING CITY FACILITY RENTAL FEES FOR USE OF CITY FACILITIES AS 4-DAY VOTE CENTERS FOR THE JUNE 2, 2026 PRIMARY ELECTION AND THE NOVEMBER 3, 2026 GENERAL MUNICIPAL ELECTION AND RATIFYING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE VOTE CENTER FACILITY USE AGREEMENT; (2) RATIFYING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE VOTE CENTER ELECTION PLAN FOR THE JUNE 2, 2026 PRIMARY ELECTION".

G. Adoption of Resolution Updating the City's Compensation Resolution to Reclassify Permanent Part-Time Positions to Full-Time and Eliminate the Permanent Part-Time Classification

Department: Human Resources

Recommendation: That the City Council adopt Resolution No. 2026-28-3839 approving an updated Salary Schedule to reclassify three (3) Senior Center Leader positions and one (1) Library Aide position from permanent part-time to full-time and to eliminate the permanent part-time classifications.

- H. Administration and Cost Sharing Memorandum of Agreement with the County of Los Angeles for Implementing the Coordinated Integrated Monitoring Program for the Upper San Gabriel River Watershed

Department: Engineering

Recommendation: That the City Council (1) approve the City-County Memorandum of Agreement for administration and cost sharing for implementing the coordinated integrated monitoring program for the Upper San Gabriel River Watershed; and (2) authorize the City Manager to execute a City-County Memorandum of Agreement for this program.

20. SPONTANEOUS COMMUNICATIONS

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

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

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

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

Public Comments will be heard in the following order:

1: In-person attendees

2: Teleconference attendees

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

21. NEW BUSINESS

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

- A. Resolution of Intention to Approve an Amendment to the Contract Between the Board of Administration of the California Public Employees' Retirement System and the City Council of the City of Irwindale; and Introduction (First Reading) of An Ordinance Authorizing an Amendment to the Contract Between the City Council of the City of Irwindale and the Board of Administration of the California Employees' Retirement System

Department: Human Resources

Recommendation: (1) **Adopt Resolution No. 2026-29-3840** titled, "A RESOLUTION OF INTENTION TO APPROVE AN AMENDMENT TO THE CONTRACT BETWEEN THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM AND THE CITY COUNCIL OF THE CITY OF IRWINDALE"; and (2) **Introduce by title only and waive further reading of Ordinance No. 818**, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY COUNCIL OF THE CITY OF IRWINDALE AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM."

- B. Award of Consulting Contract with RSG, Inc. and Gruen Associates for Retail Corridor Study and Economic Development Strategic Plan of Arrow Highway

Department: Economic Development

Recommendation: **Adopt Resolution No. 2026-31-3842** entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A CONTRACT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH RSG, INC. AND GRUEN ASSOCIATES COMPANIES TO CONDUCT A RETAIL CORRIDOR STUDY OF ARROW HIGHWAY, AND APPROPRIATING \$87,110 FROM THE GENERAL FUND RESERVES", waiving further reading. Subject to the approval as to form by the City Attorney.

- C. Verbal Update on Dust Mitigation Measures at United Rock Products Pit #2

Department: Engineering

Recommendation: Receive and file the verbal update.

22. PUBLIC HEARINGS

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

- A. Public Hearing and Approval of an Energy Services Agreement with Syserco Energy Solutions, Inc. for City Facilities Energy Efficiency Improvements

Department: Public Services

Recommendation: Open the public hearing, hear any public comment, and continue the public hearing to the special City Council meeting of May 13, 2026 at 10:00 a.m.

23. CITY MANAGER'S REPORT

24. REQUESTS FOR AGENDA ITEMS BY CITY COUNCIL

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

25. ADJOURN

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

26. AB 2449 DISCLOSURES

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

27. CONSENT CALENDAR

- A. Minutes of the Meeting Held February 11, 2026

Department: City Clerk

Recommendation: Approve

- B. Investment Quarterly Report for Fiscal Quarter Ending March 31, 2026

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 March 31, 2026.

28. SPONTANEOUS COMMUNICATIONS

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

29. ADJOURN

HOUSING AUTHORITY

30. AB 2449 DISCLOSURES

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

31. CONSENT CALENDAR

- A. Minutes of the Meeting Held February 11, 2026

Department: City Clerk

Recommendation: Approve

- B. Investment Quarterly Report for Fiscal Quarter Ending March 31, 2026

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 March 31, 2026.

32. 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.

33. NEW BUSINESS

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

- A. General Update on Affordable Housing Project at 16154 - 16158 Arrow Highway

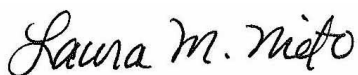
Department: Administration

Recommendation: Receive and file the presentation.

34. ADJOURN

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Chief Deputy City Clerk, certify that I caused the agenda for the regular meeting of the City Council, Irwindale Successor Agency to the Irwindale Community Redevelopment Agency and Housing Authority, to be held on April 22, 2026, be posted at the City Hall, Library, and Post Office on Friday, April 17, 2026.



Laura M. Nieto, MMC
Chief Deputy City Clerk

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

**FEBRUARY 11, 2026
WEDNESDAY
4:00 P.M.**

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

ROLL CALL:

Present: Council/Board members Mark A. Breceda (arrived at 4:07 p.m.), Larry G. Burrola, Manuel R. Garcia; Mayor Pro Tem/Vice Chair Albert F. Ambriz; Mayor/Chair H. Manuel Ortiz

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

AB 2449 DISCLOSURES

None.

NEW BUSINESS

ITEM NO. 4A

“CIVILITY & DECORUM” TRAINING SESSION PRESENTED BY LIEBERT CASSIDY & WHITMORE (Verbal Report)

The training was presented by Gabriella Cameron from Liebert, Cassidy & Whitmore.

SPONTANEOUS COMMUNICATIONS

There were no speakers.

RECESS TO CLOSED SESSION

At 4:51 p.m., the City Council met in Closed Session to discuss the following:

ITEM NO. 6A

CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Pursuant to California Government Code Section 54956.8

Property: 16166 Arrow Highway (APN 8417-029-059)

Agency Negotiators: Fernando Lopez, Housing Coordinator

Negotiating Parties: Ramiro Torres Trust/Torres Family Trust

Under Negotiation: Price and terms of payment

ACTION: Update provided to the Board, discussed; no reportable action (Board Member Breceda did not participate in this item due to a conflict of interest.)

Property: Olive Pit (APN 8415-001-906, 908)

Agency Negotiators: Julian A. Miranda, City Manager, and Eddie Chan, Director of Engineering / Building Official

Negotiating Parties: United Rock Products Corp.

Under Negotiation: Sublease Price and Terms

ACTION: Update provided, discussion held, direction provided to staff; no reportable action.

ITEM NO. 6B

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Sections 54954.5(c), 54956.9(d)(1)

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

Los Angeles County Superior Court Case Number: 22STCV01394

Court of Appeal (Second Appellate District) Case Numbers: B337162, B339591

ACTION: Update provided by City Attorney, discussed; no reportable action (Councilmember Breceda did not participate in this item due to a conflict of interest).

ITEM NO. 6C

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Initiation of Litigation (Pursuant to Government Code Section 54956.9 (d)(4))

Number of Cases: One

ACTION: Update provided by staff, discussed, direction provided to staff for follow up information; no reportable action.

RECONVENE IN OPEN SESSION

At 6:14 p.m., the City Council Authority reconvened in Open Session.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 6:15 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

**FEBRUARY 11, 2026
WEDNESDAY
6:15 P.M.**

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

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Motley and Maximus Gonzalez. Mayor Ortiz briefly provided background information on both Motley and Maximus and presented them with Certificates for having led the Pledge of Allegiance.

ROLL CALL:

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

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

AB 2449 DISCLOSURES

None.

CHANGES TO THE AGENDA

City Manager Miranda noted that Item No. 18B was moved to the agenda for the meeting of February 25.

COUNCILMEMBER TRAVEL REPORTS

None.

COUNCILMEMBER COMMENTS

None.

INTRODUCTION OF NEW EMPLOYEES / PROMOTIONS

ITEM NO. 18A

INTRODUCTION OF ADMINISTRATION OFFICE SPECIALIST NEFTHALY MOLINA

The introduction was made.

ITEM NO. 18B

INTRODUCTION OF PUBLIC SERVICES OFFICE SPECIALIST ELIANA ARASTU

This item was moved to the agenda for the meeting of February 25.

PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

ITEM NO. 19A

ADMINISTRATION OF OATH OF OFFICE TO PARKS & RECREATION COMMISSIONER EVA MICHEL

The oath of office was conducted.

ITEM NO. 19B

RECOGNITION OF IRWINDALE CITIZEN OF THE YEAR LINDA MAREZ

This item was deferred to the meeting of February 25.

CONSENT CALENDAR

A motion was made by Councilmember Burrola, seconded by Mayor Pro Tem Ambriz, to approve the Consent Calendar. The motion was unanimously approved; Councilmember Breceda abstaining on Item No. 20D.

ITEM NO. 20A

MINUTES OF THE SPECIAL AND REGULAR MEETINGS HELD NOVEMBER 12 AND NOVEMBER 24, 2025

The minutes of the special and regular meetings held November 12 and November 24, 2025, were approved as presented.

ITEM NO. 20B

WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

ITEM NO. 20C

CLAIM REJECTION – RICCI RODRIGUEZ VS. CITY OF IRWINDALE

The claim of Ricci Rodriguez vs. City of Irwindale was rejected and staff were directed to send a letter of rejection.

ITEM NO. 20D

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

The City Manager was authorized to sign the approved contract extension for the 4th of July Fireworks Spectacular Show; Councilmember Breceda abstaining.

ITEM NO. 20E

ADOPT A REVISED TRANSPORTATION SERVICES PROGRAM POLICIES AND PROCEDURES

Resolution No. 2026-09-3720, entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING THE TRANSPORTATION SERVICES PROGRAM POLICIES AND PROCEDURES FOR THE IRWINDALE SENIOR CENTER," was adopted.

END OF CONSENT CALENDAR

**SPONTANEOUS
COMMUNICATIONS**

There were no speakers.

NEW BUSINESS

ITEM NO. 22A

ARROW HIGHWAY CENTER MEDIAN ISLAND PROJECT (Verbal Update)

Director Chan made a PowerPoint presentation with additional information presented by Director Rodriguez.

Councilmember Breceda asked whether the medians would be illuminated, to which Director Chan confirmed that they would be. Councilmember Breceda spoke on the need to properly care for the strawberry trees to avoid them growing out into the street, to which Director Chan stated that staff has guidelines for the proper care of the trees until they reach maturity.

Director Rodriguez noted prior issues with camphor trees and advised that staff have met with the landscape architect prior to selecting the strawberry tree. She indicated that staff will ensure that the trees do not lean as they grow.

ITEM NO. 22B

UPDATE ON MORADA STREET INTERSECTION (Verbal)

Councilmember Breceda declared a potential conflict of interest and exited the Council Chambers at 6:45 p.m.

Director Chan provided the update and made a PowerPoint presentation.

Responding to a question from Councilmember Burrola, Director Chan advised that staff anticipate that the construction for this project would be completed in approximately six months.

Councilmember Garcia stated that an ingress lane into Morada Street is needed, and that perhaps Arrow Highway could be widened to alleviate traffic and aid line of sight when attempting to exit Morada. He also asked what would be done with the remainder of the property and wondered whether the rock that was used in the building could be preserved and used for a concrete or landscaping beautification area.

Director Chan advised that staff have looked into widening Arrow Highway but realized it is a challenge since the property at 16253 Arrow sits about five feet away from the curb, and more distance is needed to widen Arrow Highway.

Responding to a question from Councilmember Burrola, Director Chan advised that the plans and specifications for the project would be completed around October.

Councilmember Garcia suggested repairing the parkway where the existing home will be torn down.

Fred Barbosa asked whether Morada Street residents had been informed that the City would take a portion of their properties to widen Morada, and whether the City would compensate the residents, to which Director Chan advised that the City is not taking away any property, and that all property that is under consideration for widening belongs to the City.

Councilmember Garcia noted that the dwelling on the corner of Morada and Arrow, which is a City-owned property, would be the only property impacted.

The report was received and filed.

ITEM NO. 22C

BUILDING PLAN CHECK FEE WAIVER REQUEST BY SAINT CYRIL OF ALEXANDRIA
COPTIC ORTHODOX CHURCH

Councilmember Garcia and City Manager Miranda recused themselves from this item and exited the Council Chambers at 7:02 p.m.

Assistant City Manager Olivares presented the report.

Fred Barbos stated that the City has waived many fees for Our Lady of Guadalupe Church projects and suggested that the same be granted to this non-profit organization.

Assistant City Manager Olivares advised that the subject fee waiver relates to plan check fees and noted that staff anticipate that the Church may return to submit another fee waiver request in the future when it is ready to pull permits for construction.

Mayor Pro Tem Ambriz asked whether a certain percentage of fees had been previously waived for Our Lady of Guadalupe Church, to which Assistant City Manager Olivares advised that she would need to research to determine whether it had submitted a fee waiver when they constructed their new building. However, she added that the Council has granted fee waivers to Our Lady of Guadalupe Church for their festivals and processions. Mayor Pro Tem Ambriz suggested that a waiver of the same percentage that had been granted previously to Our Lady of Guadalupe be extended to this church.

Councilmember Burrola suggested that the fee waiver be granted.

Mayor Ortiz suggested waiving 50% of the plan check fees.

Councilmember Burrola suggested waiving the entire fee amount.

Mayor Pro Tem Ambriz requested that the same waiver percentage granted to Our Lady of Guadalupe be granted to this church.

Assistant City Manager Olivares reminded that the Council had waived fees, possibly building permit or plan check fees, for Kare Youth League when they constructed their park.

Councilmember Burrola asked about the fee waivers granted to Our Lady of Guadalupe, to which Mayor Ortiz suggested that the Council table this matter to the next meeting to receive the information requested.

Mayor Pro Tem Ambriz spoke on the need for consistency when granting fee waivers.

Assistant City Manager Olivares indicated that staff would check to see if fees were waived for other non-profit organizations, and what those amounts may have been.

Mayor Ortiz stated that he does not believe that fees were waived for Our Lady of Guadalupe when they were building their church, but that he would be fine with tabling this matter to receive additional information from staff, after which the Council could decide.

A motion was made by Mayor Pro Tem Ambriz, seconded by Mayor Ortiz, to table this matter to the next Council meeting so that the information requested could be presented by staff. The motion was approved, with Mayor Pro Tem Ambriz and Mayor Ortiz in favor; Councilmember Burrola opposed.

At 7:16 p.m., Councilmembers Breceda and Garcia and City Manager Miranda returned to the Council Chambers.

ITEM NO. 22D

WAIVE FORMAL BIDDING REQUIREMENTS, APPROPRIATE FUNDS, AND APPROVE AGREEMENT WITH HDL COMPANIES (HDL) FOR BUSINESS LICENSE TAX ORDINANCE/FEE STUDY

Assistant City Manager Olivares presented the staff report.

In reply to a question by Councilmember Burrola, Assistant City Manager Olivares stated that HDL would not add other fees unless they are retained for consulting services, should the Council decide to add a measure to the election ballot, since assistance from another firm may be required. She added that, should this occur, staff would prepare a report for presentation to the Council.

Resolution No. 2026-12-3723, entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE WAIVING FORMAL BIDDING REQUIREMENTS PURSUANT TO IRWINDALE MUNICIPAL CODE SECTION 3.44.080(D), APPROPRIATING \$50,000 FROM THE GENERAL FUND RESERVES, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH HDL COMPANIES TO CONDUCT A BUSINESS LICENSE TAX ORDINANCE / FEE STUDY," was passed, approved, and adopted, on the motion of Mayor Pro Tem Ambriz, seconded by Councilmember Breceda, and unanimously approved.

PUBLIC HEARINGS

ITEM NO. 23A

INTRODUCTION AND FIRST READING OF ORDINANCE NO. 817 ENTITLED: "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING TITLE 15 OF THE IRWINDALE MUNICIPAL CODE BY ADDING CHAPTER 15.05 – EXISTING BUILDING CODE AND ADOPTING BY REFERENCE THE LOS ANGELES COUNTY BUILDING CODE (2026 EDITION) WITH IRWINDALE AMENDMENTS, LOS ANGELES COUNTY ELECTRICAL CODE (2026 EDITION), LOS ANGELES COUNTY PLUMBING CODE (2026 EDITION), LOS ANGELES COUNTY MECHANICAL CODE (2026 EDITION), LOS ANGELES COUNTY GREEN BUILDING STANDARDS CODE (2026 EDITION), LOS ANGELES COUNTY RESIDENTIAL CODE (2026 EDITION), EXISTING BUILDING CODE (2026 EDITION), AND ADOPTING

LOCAL AMENDMENTS THERETO REPEALING ALL OTHER ORDINANCES OR PORTIONS OF ORDINANCES IN CONFLICT THEREWITH, PURSUANT TO GOVERNMENT CODE SECTION 50022.2 ET SEQ."

Director Chan presented the report. He also indicated that this matter was noticed as a public hearing for tonight's meeting, with another public hearing scheduled for February 25, 2026.

At 7:31 p.m., Mayor Ortiz opened the public hearing.

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

A motion was made by Councilmember Breceda, seconded by Councilmember Burrola, to introduce Ordinance No. 817 amending Title 15 of Irwindale Municipal Code by adding Chapter 15.05 – Existing Building Code and adopting by reference the 2026 Los Angeles County Building, Electrical, Plumbing, Mechanical, Residential, Green Building Standards, and Existing Building, Codes with County and City Amendments, and a public hearing was scheduled for February 25, 2026, and the City Attorney was directed to read a title of the ordinance, waive further reading and introduce the ordinance on a roll call vote. The motion was unanimously approved.

CITY MANAGER'S REPORT

City Manager Miranda presented the following report:

- 1) In observance of Presidents' Day, city offices will be closed on February 16.
- 2) He invited everyone to attend the Mayor's Reception scheduled for February 17.
- 3) The Community Development Department is updating the City's Hazard Mitigation Plan and is seeking community input.
- 4) Stucco work has completed at the new Irwindale Public Library. The roof, doors, and windows are being installed.
- 5) Applications for full time and part time opportunities are currently being accepted online.
- 6) He also provided information regarding upcoming events with the Library, Senior Center, and Recreation Departments.
- 7) Staff has reached out to the developer of the Park @ Live Oak project, and the City's position is that the upgrades to the four medians be worked on sooner rather than later. The developer is committing to speed up the process and is reaching out to contractors who will provide a more detailed update to staff next week.
- 8) At the request of Council, staff reached out to the AM/PM Arco station at Irwindale Avenue and Arrow highway to discuss landscaping. The property's Management Association will submit plans to beautify that corner. He also noted Mayor Pro Tem Ambriz's request to have the site power washed, to which the representative stated that the company conducts power washing at the station every three weeks, though staff is working with them to perform the washing more often.
- 9) Assistant to the City Manager Espino added that she reached out to various cities to discuss their participation in the Tournament of Roses parades, their related costs, and how they are funded. She noted that it would cost approximately \$200,000 to \$250,000 to build a float, with potential funding through the Irwindale Community Foundation. She also spoke on the amount of exposure the City would receive with participation in the parade.

Councilmember Breceda suggested potentially considering the creation of a float in 2028.

Mayor Ortiz suggested placing this matter for discussion at a future meeting.

REQUESTS FOR AGENDA ITEMS BY CITY COUNCIL

None.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 7:49 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

Electronic Payments

March 2026

March 1 - 31, 2026



Number	Vendor Name	Date	Amount
WFB - 94	CJPIA Excess Pool	3/17/2026	8,250.80
ACH	US Bank	3/12/2026	30,918.47
		Report Total:	<u>39,169.27</u>

Accounts Payable

Checks by Date - Summary by Check Number

User: kzhang
Printed: 4/15/2026 8:05 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
107987	AGUILA07	Berlyn Aguila	04/02/2026	74.39
107988	AH01	AH Illusions Inc.	04/02/2026	550.00
107989	ALLCI01	All City Management Services, Inc	04/02/2026	1,121.70
107990	ALLIAN02	Alliant Insurance Svcs, Inc.- Irvine Main	04/02/2026	704.00
107991	AMERIC34	American Fidelity Assurance Co	04/02/2026	6,109.74
107992	AMESOL01	Luis Amesola	04/02/2026	65.00
107993	BENE02	Benefit Coordinator Corporation (BCC)	04/02/2026	3,389.85
107994	BURRO01	Burro Canyon Ent. Inc.	04/02/2026	80.00
107995	CHANG01	George Chang	04/02/2026	75.00
107996	CHAVEZ12	Andrea Trigueros Chavez	04/02/2026	75.00
107997	CONVER	Converse Consultants, Inc.	04/02/2026	13,400.00
107998	COSTA01	Costar Realty Information, Inc.	04/02/2026	460.41
107999	DICKER01	Dickerson, McCulloch & Associates, LLC	04/02/2026	5,031.25
108000	HASA01	Hasa Inc.	04/02/2026	1,513.59
108001	HILLYA01	Hillyard/Los Angeles	04/02/2026	2,197.62
108002	HINDER	Hinderliter, De Llamas & Assoc	04/02/2026	2,457.75
108003	HOFFOR01	Christopher Hofford	04/02/2026	25.00
108004	HOYEN	Noelle Hoyer	04/02/2026	1,200.00
108005	LAWENF	Law Enforcement Intelligence	04/02/2026	925.00
108006	LIEBERT	Liebert Cassidy Whitmore	04/02/2026	41,657.55
108007	LOSANG35	Los Angeles County Police Chief's Association	04/02/2026	500.00
108008	MAREZL	Linda S. Marez	04/02/2026	150.00
108009	MARQUE09	Valerie Marquez	04/02/2026	75.00
108010	OLIVAR01	Theresa Olivares	04/02/2026	74.39
108011	OLIVAR01	Theresa Olivares	04/02/2026	861.77
108012	ORELLA01	Blanca Orellano	04/02/2026	75.00
108013	PONCE10	Lorraine Ponce	04/02/2026	450.00
108014	RODRIG04	Elizabeth Rodriguez	04/02/2026	111.64
108015	CANDY02	Heide Rodriguez	04/02/2026	625.00
108016	RODRIG40	Maricela Rodriguez	04/02/2026	75.00
108017	SERRA10	Teresa Serrano	04/02/2026	10.00
108018	STERIC01	Stericycle, Inc.	04/02/2026	110.37
108019	TRAN01	Transtech Engineers, Inc.	04/02/2026	262,489.61
108020	VARGAS03	Jose Vargas	04/02/2026	39.66
108021	VISION01	Vision Service Plan - (CA)	04/02/2026	6,084.18
108022	YLM01	YLM Auto Wrecking	04/02/2026	1,500.00
108023	ACEVED	Valinda Acevedo	04/09/2026	75.00
108024	AMAZON1	Amazon Capital Services, Inc.	04/09/2026	332.19
108025	ATHENS	Athens Services	04/09/2026	6,049.43
108026	Ayala01	Leonor Ayala	04/09/2026	1,005.00
108027	BARNEY	Barney's Locksmith Service	04/09/2026	211.41
108028	MIJACA	Bay Alarm Company	04/09/2026	259.00
108029	CALIFO02	California American Water	04/09/2026	2,450.38
108030	CONCE01	Concentra	04/09/2026	508.00
108031	ESPI11	Victoria M. Espino	04/09/2026	180.00
108032	EVANS02	Gloria Evans	04/09/2026	225.00

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Check No	Vendor No	Vendor Name	Check Date	Check Amount
108033	FELIZ01	Josie Feliz	04/09/2026	10.00
108034	FLORE01	Karla Flores	04/09/2026	840.00
108035	GARVEY	Garvey Equipment Co	04/09/2026	100.94
108036	SOUTHE17	Golden State Water Company	04/09/2026	2,423.66
108037	GRAING	Grainger	04/09/2026	12.35
108038	HINDER	Hinderliter, De Llamas & Assoc	04/09/2026	311.80
108039	HOMED	Home Depot Credit Services	04/09/2026	3,488.79
108040	JOHNNY02	Johnny's Pool Service	04/09/2026	43.06
108041	KAESER	Kaeser & Blair	04/09/2026	327.69
108042	LINCOL03	Lincoln Aquatics	04/09/2026	991.99
108043	LANCES	LSL, LLP	04/09/2026	500.00
108044	MIRAND25	Blanche V. Miranda	04/09/2026	650.00
108045	NAVARR04	Humberto Navarro Jr.	04/09/2026	250.00
108046	OFFICE03	ODP Business Solutions, LLC	04/09/2026	492.52
108047	PROPRINT	Pro Printing, Inc.	04/09/2026	78.21
108048	SCHOCK01	Susan Schock	04/09/2026	180.00
108049	GASCOM	SoCalGas	04/09/2026	4,491.05
108050	SCE02	Southern California Edison	04/09/2026	22,141.79
108051	SUNBEL02	Sunbelt Rentals	04/09/2026	357.00
108052	TAPI01	Regina Tapia	04/09/2026	300.00
108053	NORTHR	The Northridge Group, Inc.	04/09/2026	2,468.42
108054	TURN02	Judy Turner	04/09/2026	40.00
108055	UNITED15	United Refrigeration Inc	04/09/2026	7.36
108056	VALLEY01	Valley County Water District	04/09/2026	14,705.75
108057	VALLEY09	Valley View Mutual Water Co.	04/09/2026	151.67
108058	WAGONER	Pamela Wagoner	04/09/2026	700.00
108059	WILL01	April Williams	04/09/2026	45.00
108060	ALCO03	Alcorn Fence Company	04/22/2026	24,000.00
108061	AMAZON01	Amazon Graphics	04/22/2026	985.66
108062	AMERIO2	American Business Bank	04/22/2026	35,650.89
108063	BRITEW	BriteWorks, Inc.	04/22/2026	14,633.02
108064	CALI12	California Consulting Inc.	04/22/2026	4,900.00
108065	CWA01	CWA AIA, Inc	04/22/2026	11,013.38
108066	BATE01	Elior Inc.	04/22/2026	4,377.50
108067	FCG01	FCG Consultants Inc.	04/22/2026	10,121.76
108068	GEOLOG	Geologic Associates	04/22/2026	49,886.40
108069	KAESER	Kaeser & Blair	04/22/2026	1,966.32
108070	COORYE	Samir M. Khoury	04/22/2026	23,729.50
108071	M3	M3	04/22/2026	1,829.32
108072	MAINT01	Maintex	04/22/2026	1,369.22
108073	MIDAS	Manuel C Muratalla	04/22/2026	1,226.10
108074	MARIPO	Mariposa Landscapes, Inc.	04/22/2026	9,196.00
108075	ROBERT10	RC Construction Service Inc. Robert Clapper	04/22/2026	677,366.86
108076	TRAN01	Transtech Engineers, Inc.	04/22/2026	33,401.62
108077	WESTCO05	West Coast Arborists, Inc.	04/22/2026	3,220.80
108078	WET01	Wet Views	04/22/2026	3,300.00

Accounts Payable

Checks by Date - Summary by Check Number

User: kzhang
Printed: 4/15/2026 8:05 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
Report Total (92 checks):				1,333,923.28

City of
IRWINDALE
AGENDA REPORT

Date: April 22, 2026

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

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

Issue: Investment Quarterly Report for Fiscal Quarter Ending March 31, 2026

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 March 31, 2026.

Administrative Action:

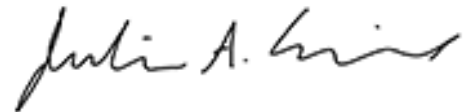
Submitted / Prepared by:

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 March 31, 2026, for each agency. The City of Irwindale's balances include investments in 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 June 10, 2026. 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 – March 31, 2026
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**CITY OF IRVINDALE
INVESTMENT REPORT
March 31, 2026**

SECURITY DESCRIPTION	PAR VALUE / ORIGINAL COST	CURRENT YIELD TO MATURITY	PURCHASE DATE	MATURITY DATE	MKT VALUE / ENDING BALANCE	INVESTMENT RATINGS
<u>CITY OF IRVINDALE (POOLED - ALL FUNDS, INCLUDING RECLAMATION AUTHORITY)</u>						
WELLS FARGO BANK GENERAL ACCOUNTS	\$ 6,397,839	1.65%			\$ 6,397,839	
WELLS FARGO BANK MONEY MARKET ACCOUNT	\$ 562,012	3.53%			\$ 562,012	
LOCAL AGENCY INVESTMENT FUND (LAIF)	\$ 21,285,036	3.82%			\$ 21,284,628	
US GOVERNMENT AGENCIES						
FEDERAL FARM CR BKS CONS SYSTEMWIDE (FFCB)	\$ 3,000,000	0.90%	06/15/21	06/15/26	\$ 2,982,437	Aaa / AA+
FEDERAL HOME LN BKS CONS BD (FHLB)	5,000,000	1.00%	06/30/21	06/26/26	4,967,444	Aaa / AA+
FEDERAL HOME LN BKS CONS BD (FHLB)	5,000,000	1.00%	06/30/21	06/30/26	4,966,022	Aaa / AA+
FEDERAL FARM CR BKS CONS SYSTEMWIDE (FFCB)	5,000,000	0.87%	07/28/21	07/28/26	4,954,294	Aaa / AA+
FEDERAL HOME LOAN BANK (FHLB)	5,000,000	1.13%	07/29/21	07/29/26	4,957,377	Aaa / AA+
FEDERAL HOME LOAN BANK (FHLB)	1,000,000	1.87%	08/29/22	02/22/27	983,331	Aaa / AA+
FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA)	2,000,000	4.25%	10/24/24	10/22/29	1,994,651	Aaa / AA+
FEDERAL HOME LOAN BANK (FHLB)	4,000,000	4.60%	01/29/25	01/24/30	3,990,431	Aaa / AA+
FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA)	2,000,000	4.65%	01/29/25	01/28/30	2,004,369	Aaa / AA+
FEDERAL HOME LOAN MORTGAGE CORPORATION (FHLMC)	1,000,000	4.60%	01/09/26	12/18/29	999,229	Aaa / AA+
FEDERAL HOME LOAN MORTGAGE CORPORATION (FHLMC)	1,700,000	4.31%	01/09/26	05/23/30	1,698,996	Aaa / AA+
FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA)	2,400,000	4.02%	02/09/26	02/06/31	2,373,006	Aaa / AA+
Sub-Total US Government Agencies:	\$ 37,100,000				\$ 36,871,587	
MUNICIPAL BONDS						
CALIFORNIA STATE TAXABLE	\$ 1,000,000	4.30%	01/09/23	10/01/26	\$ 1,009,369	Aa2 / AA-
BEVERLY HILLS PUBLIC FINANCING	1,000,000	4.01%	10/24/24	06/01/26	995,300	Aaa / AAA
SAN DIEGO CALIFORNIA TAXABLE BONDS	2,000,000	4.08%	07/10/25	07/01/26	2,000,822	Aa2 / AAA
COAST COMMUNITY COLLEGE DISTRICT CALIFORNIA	1,000,000	4.22%	02/09/23	08/01/26	994,940	Aa1 / AA+
UNIVERSITY OF CALIFORNIA	1,000,000	3.90%	05/17/23	05/15/27	966,410	Aa2 / AA
SAN DIEGO CALIFORNIA TAXABLE BONDS	1,320,000	4.79%	01/11/24	06/01/27	1,315,823	A / A2
SAN DIEGO CALIFORNIA TAXABLE BONDS	2,000,000	3.94%	07/10/25	07/01/27	2,002,674	Aa2 / AAA
WEST CONTRA COSTA CALIFORNIA SCHOOL DISTRICT	1,000,000	4.10%	01/18/24	08/01/27	967,987	Aa2 / AA
SANTA MONICA-MALIBU, CA UNIFIED SCHOOL DISTRICT	1,000,000	3.94%	10/10/24	08/01/27	964,091	Aa1 / AA+
CITY OF LOS ANGELES	2,000,000	4.50%	07/09/24	09/01/27	2,056,001	Aa2 / AA
CALIFORNIA STATE TAXABLE	1,000,000	4.74%	04/19/24	02/01/28	961,240	Aa2 / AA-
CALIFORNIA STATE TAXABLE	1,000,000	4.00%	04/26/23	04/01/28	992,542	Aa2 / AA-
CALIFORNIA STATE TAXABLE	1,000,000	4.48%	07/13/23	04/01/28	992,542	Aa2 / AA-
CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY	1,600,000	4.69%	12/01/23	06/01/28	1,548,212	Aa3 / AA-
SAN DIEGO CALIFORNIA TAXABLE BONDS	1,000,000	4.78%	01/11/24	06/01/28	993,947	A / A2
LOS ANGELES UNIFIED SCHOOL DISTRICT	1,000,000	4.42%	07/10/25	07/01/28	1,008,676	Aa2 / AAA
ALAMEDA COUNTY OF CALIFORNIA TAXABLE BONDS	1,000,000	4.05%	01/18/24	08/01/28	991,468	Aaa / AAA
SAN JOSE REDEVELOPMENT AGENCY TAXABLE	1,390,000	4.36%	02/12/24	08/01/28	1,362,588	AA/AA+
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT	1,000,000	3.93%	10/10/24	08/01/28	952,087	Aa1 / AA
SANTA CLARA COUNTY TAXABLE	1,000,000	3.62%	11/05/25	08/01/28	1,007,742	Aaa / AAA
CITY OF LOS ANGELES	2,190,000	4.85%	09/28/23	09/01/28	2,069,179	Aa2 / AA
CALIFORNIA STATE UNIVERSITY	2,000,000	4.45%	12/08/23	11/01/28	1,875,720	Aa2 / AA
CALIFORNIA STATE TAXABLE	1,000,000	4.73%	04/19/24	04/01/29	973,407	Aa2 / AA-
UNIVERSITY OF CALIFORNIA	1,000,000	4.40%	07/01/24	07/01/29	979,070	Aa2 / AA
REDONDO BEACH UNIFIED SCHOOL DISTRICT	1,000,000	3.94%	10/10/24	08/01/29	919,565	Aa2
SAN RAMON UNIFIED SCHOOL DISTRICT	2,000,000	4.43%	01/07/25	08/01/29	1,862,418	Aa1 / AA+
VACAVILLE UNIFIED SCHOOL DISTRICT	1,000,000	4.20%	03/12/25	08/01/29	925,829	Aa2
HEMET CALIFORNIA UNIFIED SCHOOL DISTRICT	1,000,000	4.00%	05/05/25	08/01/29	925,351	AA
CITY OF LOS ANGELES	1,000,000	3.70%	09/03/24	09/01/29	1,060,160	Aa2 / AAA
CALIFORNIA STATE TAXABLE	1,000,000	3.75%	09/03/24	09/01/29	1,037,698	Aa2 / AA-
PORT OF OAKLAND	1,454,460	4.00%	01/09/26	05/01/30	1,338,872	A1 / A+ / A+
Sub-Total Municipal Bonds:	\$ 38,954,460				\$ 38,051,730	
CORPORATE BONDS						
MICROSOFT CORPORATION	\$ 1,000,000	4.30%	02/06/24	09/15/26	\$ 998,142	Aaa / AAA
AMERICAN HONDA FINANCE	1,000,000	5.29%	10/24/24	10/05/26	1,000,676	Aa2 / AA
APPLE, INC.	1,500,000	4.10%	02/02/24	02/09/27	1,492,645	Aaa / AA+
INTEL CORPORATION	1,000,000	4.40%	02/06/24	05/11/27	985,651	A2 / A
WELLS FARGO & COMPANY	2,000,000	6.25%	10/21/22	10/21/27	2,001,058	A1 / BBB+
WALMART, INC	1,000,000	4.25%	02/12/24	04/15/28	999,248	Aa2 / AA
3M COMPANY	1,000,000	4.80%	02/12/24	09/14/28	985,355	A1 / BBB+
WELLS FARGO & COMPANY	2,000,000	5.00%	12/02/24	12/02/29	2,002,391	A1 / BBB+
WELLS FARGO & COMPANY	1,500,000	4.45%	07/31/25	07/31/30	1,491,343	Aa2/A+AAA
MUTUAL OF OMAHA GLOBAL	1,000,000	4.37%	02/13/26	01/13/31	987,373	A1 / A+
Sub-Total Corporate Bonds:	\$ 13,000,000				\$ 12,943,882	
CERTIFICATES OF DEPOSIT						
ALLY BANK	\$ 245,000	3.35 %	09/01/22	09/01/26	\$ 244,366	FDIC Insured
DR BANK	245,000	3.60 %	09/09/22	09/09/26	244,684	FDIC Insured
COMMUNITY BANK OF THE BAY	245,000	3.50 %	08/31/22	08/31/27	243,696	FDIC Insured
CAPITAL ONE BANK USA	245,000	3.45 %	08/31/22	08/31/27	243,431	FDIC Insured
CAPITAL ONE NATIONAL ASSN VA	245,000	3.45 %	08/31/22	08/31/27	243,431	FDIC Insured
SYNCHRONY BANK	245,000	3.45 %	09/02/22	09/02/27	243,426	FDIC Insured
MORGAN STANLEY BANK	245,000	3.45 %	09/09/22	09/09/27	243,406	FDIC Insured
MORGAN STANLEY BANK	245,000	3.45 %	09/09/22	09/09/27	243,406	FDIC Insured
PONCE BANK	245,000	3.35 %	09/14/22	09/14/27	243,117	FDIC Insured
FIRST NATIONAL BANK	245,000	3.45 %	09/19/22	09/20/27	243,467	FDIC Insured
DISCOVER BANK	245,000	4.55 %	07/19/23	07/17/28	251,354	FDIC Insured
PARK STATE BANK	245,000	4.45 %	07/19/23	07/19/28	251,301	FDIC Insured
COMENITY CAPITAL BANK	245,000	4.45 %	07/26/23	07/26/28	247,899	FDIC Insured
BMW BANK NORTH AMERICA	245,000	4.90 %	11/17/23	11/17/28	250,873	FDIC Insured
TRUISTAR BANK	245,000	4.75 %	11/22/23	11/22/28	250,035	FDIC Insured
STATE BANK INDIA	245,000	5.00 %	11/24/23	11/24/28	253,410	FDIC Insured
UBS BANK USA	245,000	3.95 %	02/18/26	02/18/31	244,029	FDIC Insured
JP MORGAN CHASE BANK NA	245,000	4.00 %	02/27/26	02/27/31	242,246	FDIC Insured
Sub-Total Certificates of Deposit:	\$ 4,410,000				\$ 4,428,177	
SUPRANATIONALS						
INTERNATIONAL FINANCE CORPORATION	\$ 1,000,000	4.36%	04/05/24	03/27/29	\$ 1,003,358	Aaa / AAA
Sub-Total Supranationals:	\$ 1,000,000				\$ 1,003,358	
Total City of Irwindale Investments (Pooled Funds):	\$122,709,347				\$ 121,543,213	
<u>HOUSING AUTHORITY (Funds 11 & 12)</u>						
WELLS FARGO BANK GENERAL ACCOUNTS	\$ 467,379	1.65%			\$ 467,379	
LOCAL AGENCY INVESTMENT FUND (LAIF)	4,100,804	3.82%			4,100,725	
	\$ 4,568,183				\$ 4,568,104	
<u>SUCCESSOR AGENCY (Funds 50-86)</u>						
WELLS FARGO BANK GENERAL ACCOUNTS	\$ 850,136	1.65%			\$ 850,136	
LOCAL AGENCY INVESTMENT FUND (LAIF)	5,585,025	3.82%			5,584,918	
	\$ 6,435,161				\$ 6,435,054	
GRAND TOTAL OF INVESTMENTS	\$133,712,691				\$ 132,546,371	

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 1.37 years, and the weighted average yield of the City's pooled investments at cost is 3.49%. 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

City of
IRWINDALE
AGENDA REPORT

Date: April 22, 2026
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Award of Contract to HELIX Environmental Planning, Inc.

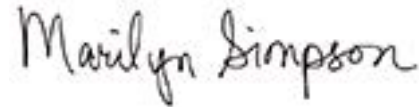
City Manager's Recommendation:

That the City Council approve the contract with HELIX Environmental Planning, Inc., for the preparation of an environmental assessment for property located at 1600 Arrow Highway, Irwindale, CA 91706 and authorize the City Manager to execute the agreement subject to City Attorney approval as to form

Administrative Action:

Submitted by:

Marilyn Simpson, AICP, Community Development
Director



Prepared by:

Jeff Tyler, Associate Planner

Electronically Approved

Reviewed by:

Adrian R. Guerra, City Attorney

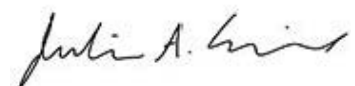


Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

Eric Tsang, the Applicant, submitted a request for the construction of one (1) concrete tilt-up building with office space totaling ±41,974 square feet with associated standard vehicle and trailer parking for PANDA Trading at property located at 1600 Arrow Highway (APN: 8532-002-005), in the M-2 (Heavy Industrial) zone (Project). The application includes requests for a Site Plan and Design Review (DA) and environmental analysis, which is required under the California Environmental Quality Act (CEQA) for land use entitlements.

Evaluation and Selection of Consultant

A Request for Proposals (RFP) for consulting services to prepare an environmental assessment (Initial Study and the appropriate environmental determination) for the proposed industrial building at 1600 Arrow Highway was circulated on October 13, 2025. The RFP was distributed to known consultants with experience in this area via email, posted on the City's website, the American Planning Association (APA) website, the local Los Angeles APA website, and PlanetBids. Staff received proposals from six (6) qualified consultants on November 17, 2025, and conducted interviews on February 24, 2026, and February 26, 2026.

Based on the review of the proposals received, interview discussions, and an understanding of the engagement and experience needed to complete it, the reviewing panel ranked the firms and proposals as follows:

HELIX Environmental Planning Inc. was ranked number 1; De Novo Planning Group was ranked number 2; Kimley-Horn was ranked number 3; Ascent Environmental, Inc. was ranked number 4; Terry A. Hayes Associates Inc. was ranked number 5; and Watearth was ranked number 6.

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).

The cost proposals from each consultant were as follows. Ascent Environmental Inc.: \$189,835.00, De Novo: \$205,895.00, HELIX Environmental Planning Inc.: \$169,980.00, Kimley-Horn: \$124,905.00, Terry A. Hayes Associates Inc.: \$121,982.75, and Watearth: \$ 77,620.82

HELIX Environmental Planning Inc. has technical expertise and experience to perform the environmental document, along with a high service satisfaction rating from their references. The preparation of an Initial Study/Mitigated Negative Declaration (IS/MND) will be prepared by HELIX Environmental Planning, Inc. The Contract Services Agreement with HELIX Environmental Planning, Inc. is for an amount not to exceed \$169,980.00 and is attached with this report.

Fiscal Impact:

The City's General Fund will not be impacted. Pursuant to the Project Reimbursement Agreement, the

Applicant has agreed to reimburse the City of all costs and expenses incurred by the City related to the services agreed to in the Agreement for Contract Services with HELIX Environmental Planning Inc. The Project Reimbursement Agreement requires a deposit account wherein Applicant will make deposit amounts to cover all costs and expenses of work done by HELIX Environmental Planning Inc., any other consultant retained for the Project, and the City Attorney's office for work related to the land use entitlements.

Attachments:

1.	Contract Service Agreement -1600 Arrow Hwy Contract HELIX
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ATTACHMENT 1
CONTRACT SERVICES AGREEMENT
By and Between
CITY OF IRWINDALE
and
HELIX ENVIRONMENTAL PLANNING, INC.

**AGREEMENT FOR CONTRACT SERVICES BETWEEN
THE CITY OF IRWINDALE AND HELIX ENVIRONMENTAL PLANNING, INC.**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 22nd day of April 2026, by and between the City of Irwindale, a California municipal corporation ("City"), and HELIX Environmental Planning, Inc., a California corporation ("Consultant" or "HELIX"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties".

RECITALS

A. City has sought, by issuance of a Request for Proposals, the performance of the services pertaining to California Environmental Quality Act (CEQA) for land use entitlements defined and described in Exhibit 1 of this Agreement.

B. Consultant, following submission of a proposal for the performance of the services defined and described in Exhibit 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the Section 607 of the City of Irwindale's Charter, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services

described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's proposal which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Prevailing Wages.

Consultant is advised of the requirements of California Labor Code Section 1720 which provides: prevailing wage rates apply to "construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds, except work done directly by any public utility company pursuant to order of the Public Utilities Commission or other public authority." It is the Parties' understanding that this Project shall not be required to pay prevailing wages pursuant to Sections 1770 – 1781 of the California Labor Code and 33423 – 33426 of the California Health and Safety Code. To this end, Consultant acknowledges and agrees that should any third party, including but not limited to the Director of the Department of Industrial Relations ("DIR"), require Consultant or any of its contractors or subcontractors to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the DIR under Prevailing Wage Law, then Consultant shall indemnify, defend, and hold City harmless from any such determinations, or actions (whether legal, equitable, or administrative in nature) or other proceedings, and shall assume all obligations and liabilities for the payment of such wages and for compliance with the provisions of the Prevailing Wage Law. The City makes no representation that any work completed by Consultant is or is not subject to Prevailing Wage Law.

1.8 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.9 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in

compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.10 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ONE HUNDRED AND SIXTY NINE THOUSAND AND NINE HUNDRED AND EIGHTY DOLLARS (\$169,980.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of

Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

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

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to

the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

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

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding two (2) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

Andrea Bitterling
(Name)

Planning Division Manager
(Title)

Shelby Howard
(Name)

CEO
(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

The Contract Officer shall be the City Manager or such person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions, which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of

City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Required Insurance Policies.

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

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

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

(c) Professional Liability (errors & omissions) Insurance. Consultant shall maintain professional liability insurance that covers the services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in

the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

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

5.2 Other Provisions or Requirements.

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

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

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

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

(e) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of

California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

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

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

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

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

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

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

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with

respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

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

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

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

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

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

5.3 Performance Bond.

Concurrently with execution of this Agreement, Contractor shall deliver to City a performance bond in the sum of the amount of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement, unless such requirement is waived by the Contract Officer. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

5.4 Indemnification.

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

(b) Indemnity for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant, but excluding such claims or liabilities to the extent caused by the sole negligence or willful misconduct of the City.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or

disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

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

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

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in

which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected

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

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Irwindale, 5050 N. Irwindale Avenue, Irwindale, California 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.

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are

no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "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 _____

9.7 Corporate Authority.

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

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

CITY:

CITY OF IRWINDALE, a municipal corporation

H. Manuel Ortiz, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Adrian R. Guerra, City Attorney

CONSULTANT:

HELIX ENVIRONMENTAL PLANNING, INC., a California corporation

By: _____

Name: Andrea Bitterling
Title: Planning Division Manager
Address: 7578 El Cajon Boulevard
La Mesa, CA 91942

By: _____
Name: Shelby Howard
Title: CEO
Address: 7578 El Cajon Boulevard
La Mesa, CA 91942

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____ 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
☐ INDIVIDUAL	
☐ CORPORATE OFFICER	_____
_____	TITLE OR TYPE OF DOCUMENT
TITLE(S)	
☐ PARTNER(S) ☐ LIMITED	
☐ ATTORNEY-IN-FACT ☐ GENERAL	_____
☐ TRUSTEE(S)	NUMBER OF PAGES
☐ GUARDIAN/CONSERVATOR	_____
☐ OTHER _____	DATE OF DOCUMENT

_____	SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____ 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 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
☐ ATTORNEY-IN-FACT ☐ GENERAL

☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

EXHIBIT "A"

SCOPE OF SERVICES

- I. **Consultant will perform CEQA analysis and prepare CEQA documents necessary to obtain entitlement for the construction of one (1) standalone industrial building totaling ±41,974 square feet with associated standard vehicle and trailer parking for Panda Trading Warehouse for the property located at 1600 Arrow Highway (APN: 8532-002-005), in the M-2 (Heavy Industrial) zone. (Project), as described in the following scope of service contained in the Consultant's Proposal (herein after referred to collectively as "Services"):**

C. SCOPE OF WORK

HELIX understands that the City is considering a project proposed by Panda Trading Warehouse to demolish approximately 675 SF of existing small offices and associated truck and trailer storage areas to facilitate the construction of a new 41,941-SF concrete tilt-up warehouse building with 40,000 SF of warehouse space and 1,974 SF of office mezzanine space. The project site, located at 1600 Arrow Highway, is approximately 2.04 acres and is located south of the Santa Fe Dam, north of an existing flood control basin, east of an existing fueling station and truck yard, and west of USACE spreading grounds and additional industrial and warehouse facilities. The site is zoned M-2 (Heavy Industrial) and is designated Industrial/Business Park within the City's General Plan.

Per the City's RFP for the Concrete Tilt-Up Building Environmental Assessment, HELIX will complete the following tasks to prepare technical studies, IS/MND to support the CEQA documentation for the project. The scope of work will be led by HELIX's Project Manager, Nicole Cobleigh, who brings 26 years' experience leading CEQA efforts in Southern California. With the exception of transportation services provided by LLG, and peer reviews of technical studies by RICK and Ninyo and Moore, all work will be conducted by HELIX staff.

TASK 1 | PROJECT INITIATION AND DESCRIPTION

Upon receipt of a Notice to (NTP) from the City, HELIX's Project Manager will prepare for and attend one virtual kickoff meeting with the City and Applicant Team members, as deemed appropriate by the City. The purpose of the kickoff meeting will be to discuss project communications, the project timeframe, key issues of importance for the environmental analysis, and review of available project information. HELIX will prepare an agenda in advance of the kickoff meeting as well as provide a summary of the meeting, including a list of assigned action items identified during the meeting.

Following the kickoff meeting, and in support of the Project Description, HELIX will prepare a comprehensive data needs list identifying key project information needed to complete the Project Description, as well as conduct the required technical studies identified in Task 2 below. Upon receipt of available project information, HELIX will prepare a draft Project Description for review by the City and Project Applicant, and upon receipt of a consolidated set of review comments, will finalize the Project Description for use in conducting the technical analyses identified under Task 2 and preparing the IS Checklist under Task 3. This scope of work and cost estimate assumes that once final, the Project Description remains stable throughout the preparation of technical studies and the IS/MND.

TASK 2 | TECHNICAL ANALYSES

2.1 Air Quality/GHG Emissions/Energy | HELIX will prepare an air quality, GHG, and energy technical report in accordance with the requirements of CEQA. As described under Task 1, HELIX will coordinate with the City to obtain the project description and drawings, data relative to project phasing, construction methods and timing, export and import of soils and materials, anticipated energy and water use, project design features that will reduce energy use and GHG emissions, and other data relative to air quality and GHG emissions. HELIX will estimate the emissions of criteria pollutants and GHGs using CalEEMod.

HELIX will analyze the proposed project's air quality impacts, addressing the issues described in the CEQA Guidelines Appendix G and in accordance with significance criteria established by the SCAQMD. Exposure of sensitive receptors to criteria pollutants generated on the project site will be analyzed using the SCAQMD Local Significance Thresholds (LST) lookup table methodology. It is expected that the proposed project would not cause severe congestion at a major intersection resulting in a local carbon monoxide (CO) "hotspot"; therefore, no dispersion modeling is

included in this scope of work for IST or CO analysis. If dispersion modeling is required for local impact analysis, a contract amendment will be required.

A qualitative evaluation of potential health risks and objectionable odors will be conducted in accordance with the recommendations found in the CARB's *Air Quality and Land Use Handbook: A Community Health Perspective*. Additionally, the analysis will include a determination of project conformity with the Air Quality Management Plan. If potential significant impacts are identified, HELIX will recommend appropriate mitigation measures.

HELIX will analyze potential GHG emission impacts, describing the methodology used and assessing potential impacts and identifying mitigation measures, as appropriate and necessary. Significance will be based on the SCAQMD interim thresholds for GHGs. Significance will also be assessed by considering whether implementation of the project would conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs.

HELIX will also estimate the project's energy consumption during both construction and operation using CalEEMod supplemented with usage factors from CARB's mobile source emissions inventory tools EMFAC and OFFROAD.

HELIX will provide the results of the analyses in a technical report. The report will include descriptions of existing air quality and applicable regulations and policies, and the results of the analyses described above, including a determination of the level of significance of impacts in accordance with CEQA guidelines.

HELIX will submit an electronic copy of the draft report for City review. HELIX will revise the draft report once based comments received, assuming no re-modeling. If additional comments/revisions are received or if re-modeling is required, a contract augment may be necessary to address them. The results of the technical report will be summarized in the IS/MND prepared under Task 3.

2.2a Cultural Resources Survey | HELIX will conduct a cultural resources survey addressing CEQA and City guidelines. This scope includes the following: obtain a records search from the South Central Coastal Information Center (SCCIC); contact the NAHC for a Sacred Lands File search and list of Native American contacts; contact the local Native American community, as identified by the NAHC; review historic maps and aerial photographs of the project area; conduct a field survey; include a Native American monitor during the fieldwork, if requested by the City, (the Native American monitor will be subcontracted to HELIX); and prepare a cultural resources survey letter report detailing the methods and results of the survey, as well as recommendations for potential mitigation if needed. HELIX will submit an electronic copy of the draft report for City review and will revise the draft report once based comments received. The results of the technical report will be summarized in the IS/MND prepared under Task 3.

The scope assumes that no cultural resources will be identified within the project property as a result of the records search or during the survey. It is further assumed that a cultural resources survey letter report will be sufficient documentation of the study and preparation of a full Archaeological Resources Management Report-format technical report will not be required. If cultural resources are identified, they will need to be evaluated to assess their significance, which will require a contract augment. The scope and cost of testing will depend on the extent and nature of cultural material encountered.

2.2b AB 52 Consultation Support | HELIX Cultural Resources Group staff will act as an extension of staff to assist the City with government-to-government outreach and consultation under AB 52. HELIX will draft notification letters to be sent on City letterhead to Tribes who have registered with the City requesting to be notified of projects. HELIX will field inquiries and requests for consultation and will facilitate meetings with Tribes who request them. The scope assumes up to two virtual meetings for a senior archaeologist or HELIX's Cultural Resources Group Manager with City staff and Tribal representatives. This task assumes up to 12 hours for a senior archaeologist or HELIX's Cultural Resources Group Manager to assist with consultation meetings, including attendance via virtual or

telephone meetings, with meeting summary notes provided afterwards. The results of the consultations will be summarized in the IS/MND prepared under Task 3.

2.3 Hydrology/Water Quality Analysis. HELIX has teamed with RICK for the preparation of hydrology/water quality and drainage analyses in support of the CEQA document for the project. The existing project site drains generally from the east to the west, and it is anticipated that one biofiltration BMP will be required. The project site is comprised of Type D soils; as such, infiltration is not anticipated to be feasible however, geotechnical infiltration testing will be required and performed by others. Based on site conditions and an understanding of the project, it is anticipated that hydromodification mitigation will not be required. The project is anticipated to discharge stormwater to an engineered channel. Additionally, it is anticipated that a detention analysis will not be required. It is anticipated that the post-project impervious area will be approximately equivalent to the pre-project impervious area. An optional detention analysis scope item has been included in the case detention is determined to be required by the City.

- **Conceptual Layout of Water Quality and Drainage.** RICK will prepare a conceptual layout for approach to Drainage and Stormwater Quality features in support of the preliminary site plans. This will support project compliance with the requirements of the Los Angeles Region Phase I MS4 Permit Order No. R4-2021-0105, NPDES No. CAS004004, the County of Los Angeles Low Impact Development Standards Manual (hereafter referred to as the LID Manual), dated February 2014, and the Los Angeles County Hydrology Manual, dated January 2006. This will include coordinating with the design team, client, and City staff regarding and acceptable approach to satisfy requirements for drainage, water quality features, and preferred points of connection for the backbone storm drain systems.
- **Preliminary Drainage Study – CEQA Level.** RICK will prepare and submit one (1) preliminary CEQA level drainage study to be used for the preliminary engineering design of the on-site storm water conveyance system and conveyance of flows through the site. Included are preparing the on-site rational method hydrology for pre-project and post-project condition, sizing pipes (for the mainline only, per normal depth), identifying riprap outlet locations (where applicable), preparing the drainage study maps for pre-project and post-project conditions, and preparing the report. The hydrologic analysis will analyze the 100-year and 50-year storm events in accordance with the Los Angeles County Hydrology Manual, dated January 2006. A onsite drainage analysis is included in the Drainage Study task item above. However, off-site flows that are conveyed in the drainage system downstream of the project will not be analyzed.
- **Preliminary Detention Analysis [OPTIONAL].** It is anticipated that the post-project impervious area will be approximately equivalent or less than the pre-project impervious area, design peak flow will not increase, and therefore detention for flood control may not be required. However, if required by the City, a detention analysis will be performed. If applicable, the analysis will compare the pre-project, post-project, and post-project mitigated flow rates project in order to demonstrate that the post-project mitigated peak flow rate will be less than the pre-project peak flow rate. The analysis will be performed in accordance with the Los Angeles County Hydrology Manual for the 10-year, 25-year, and 100-year frequency storm events. If required, it is assumed that a single detention vault system will be used to mitigate peak flow rates for the project. Pending direction by the client and design team, a potential alternative approach may be demonstration of the capacity of the downstream infrastructure to convey the flow from the proposed project site. The approach to demonstrate that downstream infrastructure is adequate will include performing basic hydraulic calculations (e.g., Manning's formula calculations), as applicable. The methodology and results of the detention analysis will be incorporated into the Preliminary Drainage Study Report.

- **Preliminary Low Impact Development Plan (LID Plan).** This task includes the preparation for submittal to the City one LID Plan for the CEQA level preliminary engineering design of the project. The LID Plan will be provided to address the requirements for permanent stormwater best management practices (BMPs) throughout the area of the site being redeveloped as a result of the project, including source control and site design requirements, stormwater pollutant control BMPs (previously known as treatment control BMPs, TC-BMPs). It will be prepared in accordance with the County of Los Angeles Low Impact Development Standards Manual, dated February 2014.

This task includes calculating on-site water quality treatment volumes in order to design pollutant control BMPs, selecting and sizing appropriate pollutant control BMP(s) based on the site layout, and providing a LID Plan exhibit showing the project site and location of permanent BMP(s). Feasibility of infiltration BMPs and harvest and use BMPs will be assessed pursuant to the requirements of the 2021 Los Angeles Region MS4 Permit and the LID Manual; however, a geotechnical engineer will need to address the infiltration portion. This contract excludes groundwater analyses. It is understood that any groundwater analyses are to be performed by a groundwater engineer. This scope assumes one biofiltration basin BMP will be utilized to meet pollutant control requirements. Based on the site draining to the Santa Fe Headworks Diversion Facility, it is assumed that hydromodification management will not be required for the project. Hydromodification management analysis is not included in this scope.

- **Design Coordination with Applicant's Engineer of Work (EOW).** This includes project coordination time with the applicant's EOW in order to incorporate drainage and LID Water Quality features into preliminary entitlement drawings. (This fee assumes up to 16 hours effort for meetings and miscellaneous coordination; no travel is included).
- **Water Resources Processing.** This task includes up to 40 hours of an engineer's time in support of processing the preliminary water resources technical reports, including drainage study, retention and detention analysis, and Water Quality Management Plan with the City. This assumes addressing up to one round of plan review comments and it is assumed that comments are minor in nature. RICK also includes up to 16 hours for meetings and miscellaneous virtual coordination.

2.4 Noise Analysis | HELIX will conduct a site visit to the proposed warehouse site to measure existing ambient noise levels for consideration of the change of noise due to project construction and operations. Based on this information and input from the applicant team, HELIX will analyze demolition and construction noise and vibration impacts to adjacent sensitive property locations, including the youth sporting facilities to the north and the open space to the east. Next, HELIX will analyze noise-generating equipment associated with the warehouse, such as outdoor mechanical equipment and truck deliveries, as well as project-generated traffic, for noise impacts at surrounding property lines and determine the change of ambient noise levels at noise-sensitive locations due to project construction and operations.

HELIX will provide the results of the analyses in a technical report. The report will include descriptions of the existing noise environment and applicable regulations and policies, and the results of the analyses described above, including a determination of the level of significance of impacts in accordance with CEQA guidelines.

HELIX will submit an electronic copy of the draft report for City review. HELIX will revise the draft report once based comments received, assuming no re-modeling. If additional comments/revisions are received or if re-modeling is required, a contract augment may be necessary to address them. The results of the technical report will be summarized in the IS/MND prepared under Task 3.

2.5 Transportation Analysis | HELIX has teamed with LLG to provide the required transportation analyses for this project. A transportation assessment will be required for environmental clearance under CEQA and as part of the City's discretionary review of the proposed project.

Upon the finalization of the Project Description under Task 1, LLG will work with the project team to establish the assumptions to be utilized in the transportation assessment. Upon review of the project site plan and confirmation of project build-out and occupancy year, LLG will contact City staff to discuss the project and analysis criteria, confirm the study approach, identify pertinent traffic issues and concerns, and formalize the Scope of Work for the transportation assessment.

- **Project Trip Generation.** LLG will conduct weekday inbound/outbound vehicle counts at the existing driveways for the project site. The trip generation surveys will be conducted over a typical weekday over a 24-hour period. The days and time periods for conducting the trip generation surveys will be verified with City staff prior to the conduct of the surveys. Should more than one survey day be required, a contract augment will be necessary. Additionally, it is anticipated that access to the site will be coordinated and obtained by the project team and/or City staff for the conduct of the surveys.

LLG will then prepare trip generation forecasts for the proposed project for a typical weekday over a 24-hour period, as well as for the weekday commute AM and PM peak hours. The trip generation forecasts will be derived from trip rates listed in the Trip Generation Manual, 12th Edition, published by the Institute of Transportation Engineers in 2025. If appropriate, a forecast of truck trips will be prepared and adjusted with appropriate passenger car equivalency factors in order to reflect the effect that large vehicles have on traffic operations. Trip credits resulting from the site-specific trip generation surveys will be applied to the project trip generation forecast as appropriate. The project trip generation forecast will be submitted for review by City staff prior to finalization.

Once finalized, LLG will review the project trip generation forecast and determine whether the project meets the City's criteria for non-CEQA transportation analysis. For the purpose of this proposal, it is assumed that the project will screen out of intersection LOS analysis. Should the project not be screened out of a LOS analysis, a contract augment may be required.

- **Vehicle Miles Traveled Analysis.** LLG will review the proposed project to determine whether any screening thresholds are met. It is understood that the City has established screening criteria pertaining to proximity to Transit Priority areas, low VMT-generating areas, project trip generation forecasts, and land use types (i.e., local serving retail, affordable housing, etc.). Based on this review, LLG will determine whether a VMT analysis is required or recommended for the project. The results of the VMT screening assessment will be submitted for review and approval by City staff prior to finalization. For the purpose of this proposal, it is assumed that the project will screen out of a VMT analysis. Should the project not be screened out of a VMT analysis, a contract augment may be required.
- **Project Site Access and Circulation.** LLG will review the project site plan and provide recommendations to address potential concerns regarding site access and internal circulation. LLG will provide recommendations regarding the location of site access driveways, the number of driveways, potential turn restrictions, and connectivity with the internal circulation system. LLG will also review the need and feasibility for the installation of site access enhancing measures (e.g., installation of left-turn pockets/lanes, acceleration/deceleration lanes, median installation, potential traffic signal modification).

- **Preparation of the Transportation Assessment.** Upon completion of the above subtasks, LLG will prepare a draft transportation assessment in memorandum format, which details all of the above-mentioned items, including the analysis, findings, and conclusions. The draft transportation assessment memorandum will be suitably documented with tabular, graphic, and appendix material. The draft transportation assessment memorandum will be submitted for City review. Please note that as the extent of potential comments from the City cannot be determined at this time, revisions or additional analyses which may be requested by the City will be handled through a contract amendment.

This scope of work and cost estimate assumes LLG participation in up to two conference calls with City staff.

2.6 Peer Reviews of Provided Reports | HELIX understands that the following applicant-provided reports are available for use in preparation of the IS/MND: Natural Hazard Disclosure Statement, Phase 2 Environmental Subsurface Investigation Summary Report, and Report of Geotechnical Engineering and Investigation. As such, HELIX has teamed with Ninyo & Moore to conduct peer reviews of these studies. Ninyo & Moore will complete the following as part of their peer review efforts, and where necessary, additional information will be requested. Neither HELIX nor Ninyo & Moore will perform additional technical analyses related to these environmental topics or issue areas.

- **Environmental Documents.** Ninyo & Moore will review the applicant-provided documents and publicly available documents for the project site, including documents available for the project site on the two online regulatory agency databases (GeoTracker and EnviroStor). Ninyo & Moore will then prepare a review letter that will summarize available information pertaining to the site and identify recognized environmental conditions (if any), as well as potential impacts to soil, groundwater, or soil vapor beneath the site. The peer review letter will include a discussion of findings, conclusions, and recommendations and include the information obtained from the available environmental reports for the site. This review letter will be signed by a Professional Engineer or Professional Geologist.
- **Geotechnical Report.** Ninyo & Moore will review the project geotechnical report and other documents and/or project plans pertaining to the site provided by the applicant. Ninyo & Moore will also review readily available topographic and geologic maps, published geotechnical literature, geologic and seismic data, groundwater data, aerial photographs, and in-house information. Ninyo & Moore will then prepare a geotechnical third-party review letter presenting comments on the geotechnical report and project plans. If recommendations for revisions to the geotechnical report are identified, Ninyo & Moore will review responses to the review comments prepared by the applicant's geotechnical consultant. Following review of responses to identified recommendations, Ninyo & Moore will prepare a second geotechnical third-party review letter (or approval letter). A site reconnaissance will not be conducted as part of the geotechnical review.

TASK 3 | ADMINISTRATIVE AND DRAFT IS/MND

HELIX will prepare a Draft IS/MND in compliance with CEQA. The Draft IS/MND will include a description of the project, an IS checklist utilizing the thresholds included within Appendix G of the State CEQA Guidelines, and supporting figures. The IS checklist will include detailed discussions of environmental issue areas that may be significantly affected by the project, as well as measures to mitigate those impacts to less than significant levels, as applicable. In addition, brief explanations of why the project would not result in significant effects on other issues will be provided. The analysis will be based on the technical studies discussed under Task 2, as well as other readily available information and HELIX's extensive experience with similar projects.

HELIX will produce an electronic copy of the Administrative Draft IS/MND for City review. Upon incorporation of appropriate revisions (assumed to require no more than 16 hours of professional staff time), HELIX will produce a Second Administrative Draft version of the IS/MND for the City's review. Upon the City's approval of a screencheck print-ready PDF of the public review version of the IS/MND, HELIX will produce an electronic version to be posted on the City's website and upload the required documents to the State Clearinghouse CEQAnet website. This scope assumes that the City will be responsible for submitting the NOI to Adopt an MND to the County Clerk, arranging for publication of the NOI in a local newspaper, and mailing copies of the NOI to owners and occupants of contiguous properties to the project site (within 300 feet of the project boundaries).

TASK 4 | FINAL MND

In consultation with the City, HELIX will respond to substantive comments received on the content of the Draft IS/MND during public review of the document. This effort is anticipated to require a maximum of 12 hours to complete. An introduction, responses, revisions to the Draft IS/MND (as needed), and an MMRP will be incorporated into the final document. HELIX will submit an Administrative Draft version of the Final IS/MND and revise once per City comments (assumed to be up to 8 hours and not to be substantive or alter the analysis). HELIX will produce an electronic version (PDF) of the Final IS/MND that will include the responses to comments, technical reports, MMRP, and any changes to the Draft IS/MND that were necessary as part of the responses to comments. The City will prepare the Notice of Determination and file it with the County Clerk; HELIX will submit it to the State Clearinghouse. The City and/or Applicant will be responsible for payment of any and all filing fees with the Los Angeles County Clerk or California Department of Fish and Wildlife.

TASK 5 | PROJECT MEETINGS

The HELIX Project Manager will participate in 30-minute virtual meetings with City staff and the Applicant on a bi-weekly basis to discuss progress on the preparation of technical studies and the IS/MND for the project. This scope of work and cost estimate assume participation in 17 bi-weekly meetings given the 34-week schedule outlined in Section G, below. Additionally, as requested in the RFP, this scope of work and cost estimate assume the HELIX Project Manager and two technical staff members participating in one technical meeting to discuss comments on the Administrative Draft IS/MND. If requested by the City and deemed appropriate given the type of CEQA document for the project, HELIX's Project Manager will prepare for and attend one community meeting. A total of 6 hours is assumed for meeting preparation and attendance. Upon completion of the Final MND, and in support of MND adoption and project approval, HELIX's Project Manager will attend up to four in-person public hearings (two with Planning Commission and two with City Council). Attendance at each hearing is assumed to be 4 hours. If attendance at additional meetings beyond those identified above is requested, a contract augment will be requested.

TASK 6 | PROJECT MANAGEMENT AND COORDINATION

The project management task would include the following activities: (1) project management and supervision of the consultant team, including subconsultants; (2) consultation and coordination of this project proposal and environmental documents among local, regional, and state agencies; (3) coordination with the City's project team to ensure compliance with City policies, procedures, and applicable codes; (4) careful review to ensure that the environmental document meets the requirements of CEQA, State CEQA Guidelines, and the City's CEQA procedures; and (5) compilation of the administrative record, including background documents, and delivery to the City on an ongoing basis. HELIX has assumed a total of 34 professional staff hours to support these activities, based on the assumed 34-week schedule.

- II. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

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EXHIBIT "B"
SPECIAL REQUIREMENTS

THERE ARE NO SPECIAL REQUIREMENTS FOR THIS CONTRACT.

EXHIBIT "C"
SCHEDULE OF COMPENSATION/BUDGET

I. Consultant's proposed budget for services related to the EIR is as follows:

HELIX Environmental Planning, Inc.
135 W. Green Street, Suite 100
Pasadena, CA 91105
626-463-0060 tel
619-462-0552 fax
www.helixepi.com



November 17, 2025

Jeff Tyler
City of Irwindale
Community Development Department – Planning Division
5050 N. Irwindale Avenue
Irwindale, CA 91706

Subject: City of Irwindale Concrete Tilt-up Building Environmental Assessment

Dear Mr. Tyler:

HELIX Environmental Planning, Inc. (HELIX) is pleased to submit our Cost Proposal to perform the environmental assessment for the proposed approximately 41,974-square-foot concrete tilt-up building with office mezzanine, located at 1600 Arrow Highway in the City of Irwindale.

In accordance with the instructions outlined in the Request for Proposals (RFP), this Cost Proposal is submitted as a separate file. Our pricing reflects a comprehensive approach to fulfilling the City's requirements and includes all tasks and deliverables specified in the Scope of Services. A breakdown of the costs for each work task and total cost to perform the work are provided below and our Schedule of Fees is attached.

Task Number	Task Name	Cost
1	Project Initiation and Description	\$5,130
2	Technical Analyses	
2.1	Air Quality/GHG Emissions/Energy	\$11,620
2.2a	Cultural Resources Survey	\$11,516
2.2b	AB 52 Consultation Support	\$6,050
2.3	Hydrology/Water Quality Analysis	\$50,170
2.4	Noise Analysis	\$10,110
2.5	Transportation Analysis	\$11,080
2.6	Peer Reviews of Provided Reports	\$13,360
3	Administrative and Draft IS/MND	\$26,190
4	Final MND	\$4,600
5	Project Meetings	\$10,124
6	Project Management and Coordination	\$10,030
TOTAL		\$169,980

- II. The compensation for the Services shall not exceed the Contract Sum and total compensation for all Services during the Term of this Agreement shall not exceed the Contract Sum, as provided in Section 2.1 of this Agreement.**
- III. The City will compensate Consultant for the Services performed upon submission of a valid invoice. 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 compensation for the Services shall not exceed the Contract Sum and total compensation for all Services during the Term of this Agreement shall not exceed the Contract Sum, as provided in Section 2.1 of this Agreement.**

EXHIBIT "D"

SCHEDULE OF PERFORMANCE/TIMELINE

- I. Consultant shall perform the Services and deliver the tangible work products, in accordance with the schedules below:
- II. 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,
- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

EIR SCHEDULE

CITY OF IRVINDALE | Concrete Tilt-up Building Environmental Assessment

G. SCHEDULE OF SERVICES

Provided below is a conceptual schedule that HELIX will follow while preparing the IS/MND for adoption. At the kickoff meeting for the project, a more precise schedule will be discussed with the City and Applicant team to identify and define review and comment rounds for administrative and screencheck drafts of each technical study and document.

Task	Approx Start	Approx End	Task Duration (weeks)	Total Duration (weeks)
1. Project Kickoff & Description	12/01/25	01/02/26	5	5
2. Technical Analyses	01/05/26	02/13/26	6	11
2.1. Air Quality/GHG Emissions/Energy	01/05/26	02/13/26	6	11
2.2. Cultural Resource Survey	01/05/26	02/13/26	6	11
2.3. Hydrology/Water Quality	01/05/26	02/13/26	6	11
2.4. Noise Analysis	01/05/26	02/13/26	6	11
2.5. Transportation Analysis	01/05/26	02/13/26	6	11
2.6. Peer Reviews	01/05/26	02/13/26	6	11
3. Administrative and Draft IS/MND	01/05/26	04/24/26	16	21
4. Final MND	04/27/26	06/05/26	6	27
5. Project Meetings	12/01/25	07/24/26	34	34
6. Project Management & Coordination	12/01/25	07/24/26	34	34

CA Contractor's License No. 796474. Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, CA 95826.

Item #19.E.

City of
IRWINDALE
AGENDA REPORT

Date: April 22, 2026

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Approve Out-of-State Travel to the 2026 International Council of Shopping Centers Conference in Las Vegas, Nevada, for Two City Councilmembers and One Staff Member

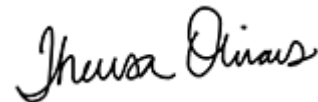
City Manager's Recommendation:

Adopt Resolution No. 2026-30-3841 entitled: "A RESOLUTION OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING AN OUT-OF-STATE TRAVEL TO THE 2026 INTERNATIONAL COUNCIL OF SHOPPING CENTERS CONFERENCE IN LAS VEGAS, NEVADA FOR TWO CITY COUNCILMEMBERS AND ONE STAFF MEMBER."

Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager



Prepared by:

Berlyn Aguila, Management Analyst



Reviewed by:

Adrian R. Guerra, City Attorney



Kambiz Borhani, Finance Director / City Treasurer



Approved by:



Background and Analysis:

Every year in May, the International Council of Shopping Centers (ICSC) holds its annual conference in Las Vegas, Nevada, to advance the shopping center industry and promote its role in the commercial distribution of consumer goods and services. Cities throughout the nation send representatives to promote retail opportunities and attract quality businesses and jobs.

The conference provides educational programs and publications in all aspects of shopping center development, finance, management, marketing and other specialized areas of professional interest; holds meetings and other programs designed to promote the exchange of ideas among members and to facilitate the conduct of their business; collects and disseminates information pertaining to the shopping center industry, including statistical data and other statistical research; develops and maintains professional certification programs to encourage high standards for shopping center professionals; advocates the interest of the shopping center industry to local, state/provincial, federal and international governmental bodies; and publicizes to the general public promotional and educational shopping center business information.

The City Council will be represented at the conference by Councilmembers Mark A. Breceda and Manuel R. Garcia, and Assistant to the City Manager Iris Espino. The City's previous participation in the conference has allowed it to sell former redevelopment sites and attract commercial opportunities. The City's involvement in the ICSC 2026 annual conference serves a valid public purpose of promoting the City's economic and business development.

Fiscal Impact:

The estimated cost for the conference is approximately \$3,500 per person, which covers registration and travel accommodations. For two Councilmembers and one staff member, the total expense amounts to \$10,500. Funding for this conference is appropriated in the FY 2025-2026 General Fund Budget.

Attachments:

1.	Resolution No. 2026-30-3841
2.	Schedule at a Glance

RESOLUTION 2026-30-3841

A RESOLUTION OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING OUT-OF-STATE TRAVEL TO THE 2026 INTERNATIONAL COUNCIL OF SHOPPING CENTERS CONFERENCE IN LAS VEGAS, NEVADA FOR TWO CITY COUNCILMEMBERS AND ONE STAFF MEMBER

WHEREAS, every year in May, the International Council of Shopping Centers (ICSC) holds its annual conference in Las Vegas, Nevada to advance the shopping center industry and promote its role in the commercial distribution of consumer goods and services; and

WHEREAS, cities throughout the nation send representatives to promote retail opportunities and attract quality businesses and jobs; and

WHEREAS, the conference provides educational programs and publications in all aspects of shopping center development, finance, management, marketing and other specialized areas of professional interest; holds meetings and other programs designed to promote the exchange of ideas among members and to facilitate the conduct of their businesses; collects and disseminates information about the shopping center industry, including statistical data and other statistical research; develops and maintains professional certification programs to encourage high standards for shopping center professionals; advocates the interest of the shopping center industry to local, state/provincial, federal and international governmental bodies; and publicizes to the general public promotional and educational shopping center business information; and

WHEREAS, the City of Irwindale will be represented at the conference by two councilmembers and one staff member; and

WHEREAS, attending the conference will benefit the City and the community it serves by promoting the City's economic and business development.

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

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

SECTION 2. The City Council hereby finds that the City's participation in the 2026 International Council of Shopping Centers (ICSC) Conference in Las Vegas, Nevada serves the valid public purpose of promoting the City's economic and business development and approves out-of-state travel for two City Councilmembers and one staff member to represent the City at the 2026 ICSC Conference.

SECTION 3. The Chief Deputy City Clerk shall certify the adoption of this Resolution which shall take effect immediately.

PASSED, APPROVED AND ADOPTED this 22nd day of April 2026.

H. Manuel Ortiz, 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. 2026-30-3841 was adopted by the City Council of the City of Irwindale, at a regular meeting held on the 22nd day of April 2026, by the following vote:

- AYES: Councilmembers:
- NOES: Councilmembers:
- ABSENT: Councilmembers:
- ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk



ICSC LAS VEGAS

ICSC+PROPTech | ICSC+WOMEN IN CRE

Monday, May 18 - Wednesday, May 20, 2026

Las Vegas Convention Center
Las Vegas, Nevada, United States



ICSC LAS VEGAS, the World's Largest Commercial Real Estate Event

Meet over 25,000 decisionmakers during three days of dealmaking, networking, and cutting-edge content sessions. Get expert advice from the brightest minds in commercial and retail real estate and make groundbreaking deals with the placemakers who are driving innovation in the Marketplaces Industry.

New at ICSC LAS VEGAS IN 2026!*

Don't Forget! ICSC LAS VEGAS Begins **MONDAY**, May 18. Show Floor Opens **TUESDAY**

ICSC+PROPTECH

Discover innovative property technology, join curated one-to-one meetings, and get direct access to creators powering smarter spaces.

ICSC+WOMEN IN CRE

Join us at this uniquely tailored, intimate experience to hear inspiring career journeys, gain valuable insights, and build community with bold industry leaders.

**To sign up, select the ICSC+PROPTECH and ICSC+WOMEN IN CRE options during registration for ICSC LAS VEGAS.*

Schedule At-a-Glance*

Sunday, May 17

5:30 – 7:00 pm • ICSC+PROPTECH Opening Reception

6:00 – 7:00 pm • ICSC+WOMEN IN CRE Opening Reception

Monday, May 18 • Wynn Las Vegas

Professional Development Day

ICSC LAS VEGAS • ICSC+PROPTECH • ICSC+WOMEN IN CRE

9:00 am – 4:45 pm Content Sessions - ICSC+WOMEN IN CRE & ICSC+PROPTECH

11:00 am – 12:15 pm • Keynote - Randi Zuckerberg

12:30 pm – 1:15 pm • Keynote Presentation - Erin Andrews

1:30 pm – 4:45 pm • Content Sessions - ICSC LAS VEGAS

5:00 pm – 6:00 pm • Keynote - Mike "Coach K" Krzyzewski

6:00 – 8:00 pm • ICSC LAS VEGAS Opening Reception

6:30 – 8:15 pm • Global Awards Ceremony

Tuesday, May 19 • Las Vegas Convention Center

Dealmaking

Ask ICSC



ICSC LAS VEGAS • ICSC+PROPTECH

8:00 am – 5:00 pm • Dealmaking

10:00 am – 4:30 pm • Sessions

Wednesday, May 20 • Las Vegas Convention Center

Dealmaking

ICSC LAS VEGAS • ICSC+PROPTECH

8:00 am – 3:00 pm • Dealmaking

10:00 am – 12:00 pm • Sessions

**Schedule times are tentative.*

Registration Fees*

Ask ICSC

X

	Standard (ends May 15, 2026, 11:59 pm ET)	On-Site (starts May 16, 2026, 12:00 am ET)
Member	\$1,100	\$1,600
Non-Member	\$2,275	\$2,500
Retailer Member**	\$0	N/A
Student Member**	\$50	\$50

*All cancellations are subject to a \$100 cancellation fee for members and non-members and \$25 for student members. Refunds will not be given for cancellations received after 4:59 pm ET on **March 31, 2026**. All requests for refunds must be received by ICSC in writing.

**On-site registrations are not accepted for Retailer Members. Student Membership applications will not be processed from May 15–20, including on-site at ICSC LAS VEGAS.

*****Badge reprint fee applies. Read ICSC Event Registration Terms & Conditions for more information.**

ICSC LAS VEGAS Webinars

Join these essential webinars to learn everything you need to know for ICSC LAS VEGAS!

- **ICSC LAS VEGAS Know Before You Go**
Tuesday, May 7, 2026 • 2:00 – 3:00 pm ET
- **What Students Should Know**
Tuesday, April 28, 2026 • 4:00 – 5:00 pm ET
- **Exhibitor Know Before You Go**
ICSC Members may access the recorded webinar under Presentations below.

City of
IRWINDALE
AGENDA REPORT

Date: April 22, 2026

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Approval of Resolution Finding that a Public Purpose would be Served for Use of City Facilities as Four-Day Vote Centers and Ratification of the City Manager's Execution of the Vote Center Facility Use Agreement and Election Plan

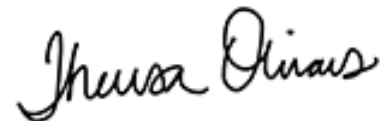
City Manager's Recommendation:

Adopt Resolution No. 2026-27-3838 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE (1) WAIVING CITY FACILITY RENTAL FEES FOR USE OF CITY FACILITIES AS 4-DAY VOTE CENTERS FOR THE JUNE 2, 2026 PRIMARY ELECTION AND THE NOVEMBER 3, 2026 GENERAL MUNICIPAL ELECTION AND RATIFYING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE VOTE CENTER FACILITY USE AGREEMENT; (2) RATIFYING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE VOTE CENTER ELECTION PLAN FOR THE JUNE 2, 2026 PRIMARY ELECTION".

Administrative Action:

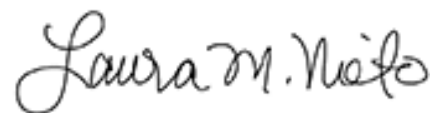
Submitted by:

Theresa Olivares, Assistant City Manager



Prepared by:

Laura Nieto, Chief Deputy City Clerk



Reviewed by:

Adrian R. Guerra, City Attorney

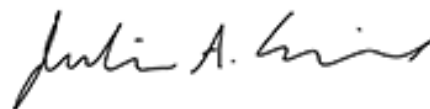


Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The Los Angeles County Registrar/Recorder will be conducting a Statewide Direct Primary Election on Tuesday June 2, 2026 and a General Election on Tuesday, November 3, 2026. The County utilizes a vote center model which includes multi-day access to voting.

City staff and representatives from the Los Angeles County Registrar Recorder / County Clerk's office worked collaboratively to identify the Dan Diaz Recreation Center Gymnasium as the City's vote center, utilizing the west side of the gym floor for vote center equipment and staff. This approach is intended to minimize disruption to facility operations.

The following dates have been tentatively identified by the County in the Vote Center Election Plan for the June 2, 2026 Election and will mean that the west side of the gym floor will be for the exclusive use of the County during this time. While it cannot be guaranteed, staff has expressed to the County that the earliest possible pick-up date is preferred.

Equipment Delivery & Set Up (exclusive access begins)	Monday, May 25, 2026; 8:00 a.m. to 8:00 p.m.
Election Worker Pre-Check Day	Friday, May 29, 2026; 12:00 p.m. to 5:00 p.m.
Early Voting Period	Saturday, May 30, 2026 through Monday, June 1, 2026; 9:00 a.m. to 8:00 p.m.
Election Day	Tuesday, June 2, 2026; 6:00 a.m. to 10:00 p.m.
Vote Center Breakdown & Equipment Pick Up (Exclusive access ends)	Thursday, June 4, 2026; 8:00 a.m. to 8:00 p.m.

A similar access schedule is anticipated for the November 3, 2026 General Election, with equipment delivery, voting operations, and breakdown occurring in late October through early November 2026. Specific dates and times will be finalized in the Vote Center Election Plan for the November election.

The County's request to waive facility rental fees serves a valid public purpose by providing voting accessibility to the community, including the residents of the City of Irwindale, the employees of local businesses who are registered voters in Los Angeles County, and any registered Los Angeles County

voter who may wish to utilize the vote center in Irwindale.

The Vote Center Facility Use Agreement applies to both the June 2, 2026 Primary Election and the November 3, 2026 General Election. The Vote Center Election Plan, which outlines the specific operational details such as access dates and voting hours, is prepared on an election-by-election basis. The Election Plan for the June 2, 2026 Primary Election is included with this report for Council consideration. The Election Plan for the November 3, 2026 General Election will be prepared at a later date and, consistent with this action, will be executed administratively by the City Manager.

As a public entity, the County is self-insured and will be providing a copy of Certificate of Self Insurance Coverage to staff.

Fiscal Impact:

The approval of this item will result in a fee waiver of approximately \$8,400 (56 hours of use/election = 112 hours x \$75/hour for a non-profit organization). This fee would otherwise have been collected as revenue to the General Fund.

Attachments:

1.	Proposed Resolution - Fee Waiver - LACRRCC Vote Center
2.	Facility_Use_Agreement,_June_and_November
3.	Vote_Center_Election_Plan_-_June_2026
4.	Safe Election Plan
5.	Picture Guide

RESOLUTION NO. 2026-27-3838

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE (1) WAIVING CITY FACILITY RENTAL FEES FOR USE OF CITY FACILITIES AS 4-DAY VOTE CENTERS FOR THE JUNE 2, 2026 PRIMARY ELECTION AND THE NOVEMBER 3, 2026 GENERAL MUNICIPAL ELECTION, AND FINDING THAT A PUBLIC PURPOSE IS SERVED THEREBY, AND RATIFYING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE VOTE CENTER FACILITY USE AGREEMENT; AND (2) RATIFYING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE VOTE CENTER ELECTION PLAN FOR THE JUNE 2, 2026 PRIMARY ELECTION

WHEREAS, the Los Angeles County Registrar Recorder will be conducting the Statewide Direct Primary Election on Tuesday, June 2, 2026 and the General Election on Tuesday, November 3, 2026; and

WHEREAS, the City of Irwindale has been invited to host four-day vote centers for the June 2, 2026 and November 3, 2026 elections;

WHEREAS, the Los Angeles County Registrar Recorder / County Clerk conducts elections in a vote center model; and

WHEREAS, equipment delivery, set up and breakdown for the June 2, 2026 primary are tentatively proposed to commence on Monday, May 25, 2026 and conclude on Thursday, June 4, 2026; and

WHEREAS, equipment delivery, set up, and breakdown for the November 3, 2026 General Election are tentatively proposed to commence on Monday, October 26, 2026 and conclude on Thursday, November 5, 2026; and

WHEREAS, the vote centers would operate for the periods beginning Saturday, May 30, 2026 through Tuesday, June 2, 2026 and Saturday, October 31, 2026 through Tuesday, November 3, 2026, respectively, at the Dan Diaz Recreation Gymnasium; and

WHEREAS, the waiver of facility rental fees for use of the City's facilities as vote centers serves a valid public purpose by accessible voting opportunities to the community, including residents of the City of Irwindale, employees of local businesses, and any registered Los Angeles County voter who may wish to utilize the vote center in Irwindale; and

WHEREAS, the City Council desires to approve the waiver of City facility rental fees for use of the Dan Diaz Recreation Center as a four-day vote center for the June 2, 2026 Primary and November 3, 2026 General Elections; and

WHEREAS, the City Council desires to approve the Vote Center Election Plan for the June 2, 2026 Statewide Primary Election and Vote Center Facility Use Agreement for the June 2, 2026 Primary and the November 3, 2026 General Election and ratify and authorize the City Manager to execute the same.

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

Section 1. The City Council finds the above recitals true and correct and are incorporated herein by this reference.

Section 2. The City Council hereby waives the total rental fee of \$8,400 for use of the Dan Diaz Recreation Gymnasium as four-day vote centers for the periods beginning Monday, May 25, 2026 and concluding on Thursday, June 4, 2026 for the June 2, 2026 Primary Election; and Monday, October 26, 2026 and concluding on Thursday, November 5, 2026 for the November 3, 2026 General Election.

Section 3. The City Council hereby finds that waiving the total fee of \$8,400 for the City facility rental serves the valid public purpose of providing safe voting accessibility to the community including the residents of the City of Irwindale, the employees of local businesses who are registered voters in Los Angeles County, and any registered Los Angeles County voter who may wish to utilize the 4-day vote centers in Irwindale.

Section 4. The City Council hereby ratifies and authorizes the City Manager to execute the Vote Center Facility Use Agreement for the June 2, 2026 Primary Election and the November 3, 2026 General Election.

Section 5. The City Council hereby ratifies and authorizes the City Manager to execute the Vote Center Election Plan for the June 2, 2026 Primary Election and any subsequent Election Plans for the November 3, 2026 General Election.

Section 6. City staff are hereby authorized to take all reasonable steps necessary to carry out the intent and purposes of this resolution.

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

PASSED, APPROVED and ADOPTED this _____ of April 2026.

H. Manuel Ortiz, 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. 2026-27-3838 duly adopted by the City Council of the City of the City of Irwindale, at a regular meeting held on the _____ day of April 2026, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers

Laura M. Nieto, MMC
Chief Deputy City Clerk



DEAN C. LOGAN
Registrar-Recorder/County Clerk

LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

VOTE CENTER FACILITY USE AGREEMENT

Agreement and authorization is granted by **City of Irwindale** ('Host') to the Los Angeles County Registrar-Recorder/County Clerk ('RR/CC') for the use of the designated facility space specified below for the 2026 Statewide Direct Primary Election and 2026 General Election:

**Dan Diaz Recreation Center - 14160
Gymnasium
16053 Calle De Paseo St
Irwindale, CA 91706**

For and in consideration of the following conditions, both parties hereby agree as follows:

Term: This Agreement is entered into this **18th day of February 2026** and shall expire on November 9, 2026, unless sooner terminated or extended, in whole or in part, as provided in this agreement.

Use of the Facility: Host permits access to the agreed upon designated space during the period identified in the Access Schedule unless otherwise stated in the Vote Center Election Plan to be completed and mutually agreed upon prior to each and every election.

Facility Requirements: Host will ensure the designated space is free from any activity during the mutually agreed upon Access Schedule included in the Vote Center Election Plan and provide an accessible means of entry pursuant to the American with Disabilities Act (ADA), electricity, air conditioning/heating (if available), and restroom access (if available).

Host will ensure the designated space is free from tables, chairs, electronic equipment, exercise equipment, musical instruments, movable cabinets, appliances and other similar large items prior to the first day of the Access Schedule unless use of existing furniture or equipment is mutually agreed upon by both parties in the Vote Center Election Plan. In the event of rain or roof leaks, Host will provide suitable accessible remedies to ensure a safe egress at the designated voting space or other reasonable accommodations.

Host will remove any floor coverings such as tarps and mats that may potentially cause tripping or injuries. Host will ensure that at times RR/CC is not on premises, access to the designated space is restricted only to those RR/CC has given prior approval.

Host will ensure that any network configuration and technical equipment installed in preparation for the election remains unmodified for the period designated in the Access Schedule of the Vote Center Election Plan. If changes are made to the network system, the RR/CC must be notified.

Primary Contacts:

The Host's Primary Contact for this Agreement is Laura Nieto, (626) 430-2201 and lnieto@irwindaleca.gov.

The RR/CC's Primary Contact for this Agreement is Jaime Young, Assistant Division Manager, Vote Center Assessment and Recruitment, 12680 Corral Place, Santa Fe Springs, CA 90670, (562) 347-2447, votecenters@rrcc.lacounty.gov.

In addition, Host and RR/CC will designate contacts for both business and weekend/non-business hours related to facility access and technical operations to be included in the Vote Center Election Plan for each election.

Parking Requirements: Host agrees to provide sufficient parking including accessible spaces, a minimum of one space for curbside voting, and a waiver of any parking fees for RR/CC staff and voters.

Public Voting Period: Host agrees to provide RR/CC staff access to the designated space as detailed in the Vote Center Election Plan, unless a revised schedule is mutually agreed upon prior to the specific election.

Promotions and Political Material: Host agrees to remove any political campaign signage or literature and not engage in audible dissemination of electioneering information within 100 feet of the designated voting space or the curbside voting location and not conduct any promotional activity tied to the public voting period without prior authorization from RR/CC.

Termination of the Agreement: Host shall not cancel or change the location outside of a natural disaster or unforeseen building/structural damage. Host and RR/CC stipulate that the novel coronavirus COVID-19 pandemic is excluded as a natural disaster or ground for termination for purposes of this Agreement. RR/CC may at any time and without reason, revoke its request to use the designated facility space. In the event any provision of this Agreement contradicts County of Los Angeles Board policies or any applicable laws, rules, and regulations, RR/CC may terminate this Agreement, effective immediately upon written notice.

Amendment of the Agreement: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties. This Agreement may be modified or amended only upon the mutual written consent of both the Host and the RR/CC. Any amendment shall become effective upon the mutual written consent of both the Host and the RR/CC.

Certificate of Self-Insurance: RR/CC will provide certificate upon request.

Indemnity Agreement: Host shall indemnify, defend and hold harmless County, its principals, elected and appointed officers, agents, employees, and volunteers from and against any and all liability, including, but not limited to, claims for injury or damages, demands, actions, fees, loss, costs and expenses (including reasonable attorney and expert witness fees) arising out of or incurred in connection with the performance of this agreement, but only in proportion to and to the extent such liability, loss, demands, actions, fees, costs and expenses are caused by or result from the negligent or intentional acts or omissions of the Host, its principals, officers, agents, employees, or volunteers.

County shall indemnify, defend and hold harmless Host, its principals, officers, agents, employees, and volunteers from and against any and all liability, including, but not limited to, claims for injury or damages, demands, actions, fees, loss, costs and expenses (including reasonable attorney and expert witness fees) arising out of or incurred in connection with the performance of this agreement, but only in proportion to and to the extent such liability, loss, demands, actions, fees, costs and expenses are caused by or result from the negligent or intentional acts or omissions of the County, its principals, officers, agents, employees, or volunteers.

Fiscal Provisions: Pursuant to the terms of this Agreement, Host shall provide the RR/CC with access to the designated voting space as reflected in the Vote Center Election Plan at costs calculated on an election-by-election basis and mutually agreed upon in each Vote Center Election Plan.

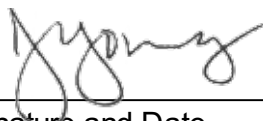
Electronic Signatures: The Host and RR/CC agree to facsimile and electronic scanned versions of original signatures of authorized signatures of each party have the same force and effect as original signatures such that the parties need not follow up facsimile or electronic transmissions of executed documents with original wet-signature versions.

THE ABOVE SITE INDEMNITY AGREEMENT APPLIES ONLY TO ELECTIONS CONDUCTED BY LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK.

IN WITNESS WHEREOF, and executed as the date first written above, the Parties to this agreement do hereby agree and consent to all terms and conditions provided herein.

**Los Angeles County
Registrar-Recorder/County Clerk**

City of Irwindale


02/18/2026

Signature and Date

Jaime Young, Assistant Division Manager
Printed Name and Title

Signed by:

E237A0E309BF4AE...

Signature and Date

Julian A. Miranda, City Manager

Printed Name and Title



DEAN C. LOGAN
Registrar-Recorder/County Clerk

LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK



VOTE CENTER ELECTION PLAN June 2, 2026 Statewide Direct Primary Election

The following constitutes the mutually agreed upon Vote Center Election Plan for the June 2, 2026 Statewide Direct Primary Election by **City of Irwindale** ('Host') and the Los Angeles County Registrar-Recorder/County Clerk ('RRCC') for the use of the facility space specified below:

**Dan Diaz Recreation Center - 14160
Gymnasium
16053 Calle De Paseo St
Irwindale, CA 91706**

Contact List - Host

Primary Contact Name	Laura Nieto	Phone #	(626) 430-2201
Email Address	lnieto@irwindaleca.gov	Alternate Phone #	(626) 848-4166
On-Site Access Contact Name	Priscilla Zepeda	Phone #	(626) 430-2226
Email Address	pzepeda@irwindaleca.gov	Alternate Phone #	(626) 848-4066
Custodial Service Contact Name	Elizabeth Rodriguez	Phone #	(626) 430-2211
Email Address	erodriguez@irwindaleca.gov	Alternate Phone #	(626) 848-2223
IT Contact Name	Jeff Wagner	Phone #	(626) 430-2258
Email Address	jwagner@irwindaleca.gov	Alternate Phone #	(626) 848-2223
After Hours/Emergency Contact Name	Priscilla Zepeda	Phone #	(626) 430-2226
Email Address	pzepeda@irwindaleca.gov	Alternate Phone #	(626) 848-4066

Contact List -RR/CC

Account Manager	Iris Carnero	Phone #	(562) 347-2444
Email Address	icarnero@rrcc.lacounty.gov	Alternate Phone #	(562) 716-0078

IT Contact Name	Shannon Gadson	Phone #	562-462-2826
Email Address	sgadson@rrcc.lacounty.gov	Alternate Phone #	562-277-2118
After Hours/Emergency Contact Name	Jaime Young	Phone #	562-347-2447
Email Address	votecenters@rrcc.lacounty.gov	Alternate Phone #	562-229-8865

Access Schedule

Host has agreed to grant access to the designated voting space for the following dates and times:

Equipment Delivery & Set-Up (exclusive access begins)	May 25, 2026; 8:00AM to 8:00PM
Election Worker Pre-check Day	May 29, 2026; 12:00PM to 5:00PM
Early Voting Period	May 30-June 1, 2026; 9:00AM to 8:00PM
Election Day	June 2, 2026; 6:00AM to 10:00PM
Vote Center Breakdown & Equipment Pick-up (exclusive access ends)	June 04, 2026; 8:00AM to 8:00PM

A deployment schedule for vote center equipment delivery/set-up and breakdown/pick-up is tentatively scheduled for the above dates. RR/CC will contact Host within two weeks of the equipment delivery & set-up date to confirm access to the designated space. This Agreement may be modified or amended only upon the mutual written consent of both the Host and the RR/CC.

During the public voting period, RR/CC staff shall have access to the designated space during the dates and times listed above.

Voting hours are from 10:00AM to 7:00PM during the Early Voting Period and 7:00AM to 8:00PM on Election Day. Host acknowledges that public voting hours may be extended due to long lines. Pursuant to California Elections Code, any voter in line at the time of closing shall be provided the opportunity to receive and cast a ballot.

The contact persons and the phone numbers must be reachable during the period identified in the Access Schedule.

Health and Safety Plan

The Safe Election Plan (Attachment B) describes how RR/CC will ensure that public health guidelines are adhered to in all vote centers across LA County from the beginning of equipment set-up, during the voting period, and through the breakdown of the vote center. Specific Responsibilities (Attachment A) outlines the expectations for RR/CC and facility staff in maintaining the cleanliness of the vote center and to safeguard the health of voters, election workers, and facility staff/users.

Designated Space, Parking, and Public Access

RR/CC agrees to make best efforts to limit voting traffic to the mutually agreed upon areas. Host agrees to provide an accessible means of entry, sufficient parking including accessible spaces, and a minimum of one space for curbside voting. Consistent with the Host's obligation to provide access compliant with the American with Disabilities Act (ADA), reasonable accommodations will be facilitated.

Voting Space (Check one and write your Initials to acknowledge):

☒ The items in the designated voting space/s will be free from tables, chairs, printers, electronic equipment, exercise equipment, musical instruments, movable cabinets, appliances, and other large items prior to the set-up day.

Host Initials: 

☐ The items specified below may be left in the designated voting space/s as mutually agreed upon by both RR/CC and Host.

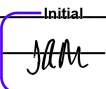
Host Initials: _____ **RR/CC Initials:** _____

Floor Coverings (Check one and write your Initials to acknowledge):

☐ The designated voting space/s will be free from any floor coverings such as tarps and mats that may potentially cause tripping or injuries prior to the set-up day.

Host Initials: _____

☒ The floor covering below may be used/remain in place in the designated voting space.

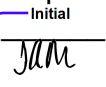
Host Initials:  **RR/CC Initials:** _____

Additional Access Considerations

The following details below represent any additional considerations necessary in providing RR/CC access to the designated space (check all that apply):

☒ On-site staff will open and lock the facility on days noted in the Access Schedule.

☐ Facility key or key card, alarm code or access badge will be provided to RR/CC staff for direct access to the voting area. The Host authorizes the use of a lockbox during the period identified in the Access Schedule to secure the key/key card on the premises. The placement of this lockbox shall be mutually agreed upon.

Host Initials:  **RR/CC Initials:** _____

☐ Parking permits will be provided to RR/CC staff.

Internet Connection (Check one and write your Initials to acknowledge):

☒ Host agrees to provide hardwire connection (hardline, LAN) at the start of the period identified in the Access Schedule. An active data port will be available and security passwords (if any) will be provided to RR/CC staff.

Host Initials: MM

☐ Host will not provide hardwire connection at the start of the Access Schedule.

Host Initials: _____

NOT APPLICABLE - Private Facility Use Payment (Check one and write your Initials to acknowledge):

NOT APPLICABLE - ☐ Host agrees to waive any payment for use of the facility.

Host Initials: N/A

NOT APPLICABLE - ☐ RR/CC agrees to pay Host for use of the facility in the amount of \$_____. This payment covers all associated and incidental costs including, but not limited to, staff and custodial fees, hired security fees, cleaning fees and purchase of items, etc. used during the period identified in the Access Schedule. Private facilities must provide their W-9 to RR/CC before payment is processed. The payee name and mailing address is based on the information from the W-9.

Host Initials: N/A

Public Facility Use Payment (Check one and write your Initials to acknowledge):

☒ Host agrees to waive any and all payments for use of the facility pursuant to the California Elections Code.

Host Initials: MM

☒ By mutual agreement, the RR/CC agrees to pay reasonable costs for staff hours and custodial costs incurred during the Access Schedule. An official invoice containing Agency letterhead must be submitted to RR/CC within 60 days after the election showing the breakdown of costs.

Host Initials: MM

Other Costs

In the event that any unforeseen additional cost or fees are incurred by Host in connection with RR/CC's access to the designated voting space, Host shall notify RR/CC in advance of said fees/costs. Host shall provide RR/CC with detailed invoices of said costs. If practicable, a negotiated amendment shall be executed between Host and RR/CC to reflect such costs.

Electronic Signatures

The Host and RR/CC agree to facsimile and electronic scanned versions of original signatures of authorized signatures of each party have the same force and effect as original signatures such that the parties need not follow up facsimile or electronic transmissions of executed documents with original wet-signature versions.

THE ABOVE ELECTION PLAN APPLIES ONLY TO ELECTIONS CONDUCTED BY LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this agreement and it is effective as of the date of last signature below.

Los Angeles County
Registrar-Recorder/County Clerk

City of Irwindale



02/18/2026

Signature and Date

Jaime Young, Assistant Division Manager
Printed Name and Title

Signed by:
 4/13/2026

Signature and Date

Julian A. Miranda, City Manager
Printed Name and Title

ATTACHMENT A

SPECIFIC RESPONSIBILITIES

LA County RR/CC staff is responsible for:

- Disinfecting the surfaces of all voting equipment including, but not limited to, the Ballot Marking Devices, electronic pollbooks, and central ballot box after voter use.
- Placing mitigation items such as signs, cones, mats, door stops, etc. to maintain the most accessible path to and from the voting area.

Facility staff is responsible for:

- Daily/frequent cleaning of the restrooms.
- Daily/frequent trash pick-up.
- Providing a space outside of the vote center for curbside voting.
- Allowing RR/CC staff to place mitigation items such as signs, cones, mats, door stops, etc. to maintain the most accessible path to and from the voting area.
- Provide additional signage, if needed, to direct voters to the vote center.

Additional consideration:

- Wherever feasible, doors and windows should be open during hours where election workers are present to increase airflow.



LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

Safe Election Plan

The Los Angeles County Safe Election Plan reflects ongoing public health, safety, and security practices designed to support voters and Election Workers during in-person voting.

These practices are informed by current public health guidance, election administration best practices, and security protocols to ensure voting remains safe, accessible, and secure for all voters.

Public Health & Wellness Measures



Cleaning Practices

- Electronic Pollbooks, Ballot Marking Devices (BMDs), and other commonly used surfaces are cleaned on an ongoing basis.
- Vote Centers are maintained to support a clean and orderly voting environment.



Physical Safety & Security at Vote Centers

Los Angeles County is committed to ensuring that Vote Centers are safe, neutral, and welcoming environments for all voters.

- Federal and State law protect voters from intimidation or interference while voting.
- Election Workers are trained on de-escalation, voter assistance, and incident response protocols.
- Security procedures are in place to address disruptions while maintaining a calm and orderly voting experience.
- Voters who feel uncomfortable may choose to drop off their Vote by Mail ballot at any Vote Center or Official Ballot Drop Box, or visit any Vote Center in the County.

Our Commitment

The Safe Election Plan reflects Los Angeles County's ongoing commitment to:

- Protecting voter health and safety
- Ensuring physical security and peace of mind at Vote Centers
- Preserving the integrity, accessibility, and confidentiality of the voting process

For more information about voting options or Vote Center locations, visit [LAVOTE.GOV](https://www.lavote.gov).



LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

DEAN C. LOGAN
Registrar-Recorder/County Clerk

ATTACHMENT C

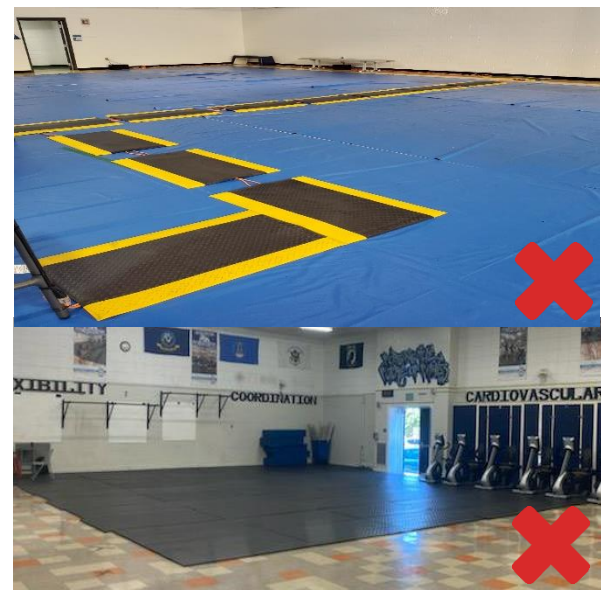
Voting Space

The space/s must be free from tables, chairs, printers, electronic equipment, exercise equipment, musical instruments, movable cabinets, appliances and other similar large items as shown in the pictures below.



Floor Coverings

The space/s must be free from any floor coverings such as tarps and mats that may potentially cause tripping or injuries as shown in the pictures below.



City of
IRWINDALE
AGENDA REPORT

Date: April 22, 2026

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Adoption of Resolution Updating the City's Compensation Resolution to Reclassify Permanent Part-Time Positions to Full-Time and Eliminate the Permanent Part-Time Classification

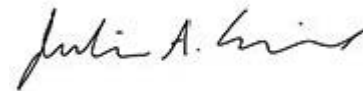
City Manager's Recommendation:

That the City Council adopt Resolution No. 2026-28-3839 approving an updated Salary Schedule to reclassify three (3) Senior Center Leader positions and one (1) Library Aide position from permanent part-time to full-time and to eliminate the permanent part-time classifications.

Administrative Action:

Submitted by:

Julian A. Miranda, City Manager



Prepared by:

Mary Hull, Human Resources/Risk Manager



Reviewed by:

Adrian R. Guerra, City Attorney

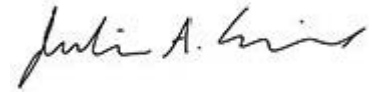


Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager

**Background and Analysis:**

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

The City's Compensation Resolution is updated periodically as a result of personnel adjustments and/or compensation adjustments. It sets forth the authorized number of employees along with titles and compensation levels for unclassified management positions, unaffiliated and/or unrepresented unclassified at-will part-time positions, and full-time represented positions. It was most recently updated on June 25, 2025, through the City Council's adoption of Resolution No. 2025-54-3642.

The City currently maintains permanent part-time classifications that are similar to full-time positions, as employees work a comparable number of hours and receive benefits; however, permanent part-time classifications are unrepresented and do not accrue vacation or floating holiday leave. To create consistency across classifications and simplify the City's classification structure, staff proposes reclassifying these positions to full-time and eliminating the permanent part-time classification. This action includes the reclassification of three (3) Senior Center Leader positions and one (1) Library Aide position. It does not increase the compensation for the positions or the number of authorized positions.

The City met and conferred with representatives of the Irwindale City Employees Association (ICEA) regarding the new full-time classifications, pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code § 3500 et seq.).

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

Fiscal Impact:

The estimated fiscal impact associated with this action results in a net cost savings of approximately \$4,002.50 for the remainder of the fiscal year. The reclassification of the three (3) Senior Center Leader positions results in an estimated increased cost of approximately \$1,122.50, while the reclassification of one (1) Library Aide position results in an estimated savings of approximately \$5,125.00, for a net savings overall. The savings is due to reduced retirement benefit costs associated with a newly hired employee.

Attachments:

1.	Resolution 2026-28-3839
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RESOLUTION NO. 2026-28-3839

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
REPEALING AND REPLACING RESOLUTION NO. 2025-54-3642, AND
ESTABLISHING THE NUMBER OF POSITIONS, SCHEDULE OF CLASSES,
AND COMPENSATION FOR CITY EMPLOYEES**

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

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

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

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

WHEREAS, the City Council last adopted Resolution No. 2025-54-3642 on June 25, 2025, which established the number of positions, schedule of classes, and compensation for City employees; and

WHEREAS, the City desires to eliminate three (3) unrepresented, unclassified permanent part-time Senior Center Leader positions, and one (1) unrepresented, unclassified permanent part-time Library Aide position; and

WHEREAS, the City desires to fund three (3) represented, classified full-time Senior Center Leader positions, and one (1) represented, classified full-time Library Aide position; and

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

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

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

SECTION 1. Recitals.

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

SECTION 2. Personnel Positions Ordered Eliminated.

Three (3) unrepresented, unclassified permanent part-time Senior Center Leader positions, and one (1) unrepresented, unclassified permanent part-time Library Aide position are hereby ordered eliminated.

SECTION 3. Personnel Positions Approved and Ordered Funded.

Three (3) represented, classified full-time Senior Center Leader positions, and one (1) represented, classified full-time Library Aide position are hereby approved and ordered funded.

The City met and conferred with representatives of the Irwindale City Employees Association (ICEA) regarding the new full-time classifications, pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code § 3500 et seq.).

SECTION 4. Applicability to other Governing Documents.

This Resolution shall repeal, supersede, and replace Resolution No. 2025-54-3642. This Resolution shall also take the place of all existing resolutions or orders of the City Council as they relate to the subject matter contained herein. However, in no event shall this Resolution rescind, supersede, alter or in any way have an effect on Resolution No. 2025-55-3643, relating to the compensation and benefits of unclassified, unrepresented management employees, or on any approved or adopted memoranda of understanding.

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

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

The Memoranda of Understanding for IMEA, ICEA, and IPOA govern the employment relationship between the City and the employees represented by their respective Recognized Employee Organizations. In the event that this Resolution conflicts with the benefits granted or the restrictions imposed pursuant to any Memoranda of Understanding negotiated with these Recognized Employee Organizations, the applicable Memoranda of Understanding shall govern as to that particular employee bargaining unit.

SECTION 6. Salary and Wage Schedule.

The City Council hereby approves the number of positions, list of class titles, and compensation for all City job classifications reflected in Exhibit A, effective April 26, 2026.

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

SECTION 7. Certification.

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

PASSED, APPROVED AND ADOPTED this 22nd day of April 2026.

H. Manuel Ortiz, Mayor

ATTEST:

Laura Nieto, MMC
Chief Deputy City Clerk

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

I, Laura Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2026-28-3839 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 22nd day of April 2026, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

City of
IRWINDALE
AGENDA REPORT

Date: April 22, 2026

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Administration and Cost Sharing Memorandum of Agreement with the County of Los Angeles for Implementing the Coordinated Integrated Monitoring Program for the Upper San Gabriel River Watershed

City Manager's Recommendation:

That the City Council (1) approve the City-County Memorandum of Agreement for administration and cost sharing for implementing the coordinated integrated monitoring program for the Upper San Gabriel River Watershed; and (2) authorize the City Manager to execute a City-County Memorandum of Agreement for this program.

Administrative Action:

Submitted / Prepared by:

Eddie Chan, Director of Engineering / Building Official



Reviewed by:

Adrian R. Guerra, City Attorney

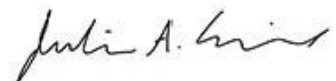


Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The current National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit, Order No. R4-2012-0175, was adopted by the Regional Water Quality Control Board, Los Angeles Region (Regional Board), on November 8, 2012, and became effective on December 28, 2012. In addition to the Los Angeles County Flood Control District and the County of Los Angeles (County), the Permit also applies to 84 municipalities within the County; the cities of Palmdale, Lancaster, Avalon, and Long Beach are excluded. Each Permittee is responsible for implementing its own stormwater and non-stormwater program with the prescribed elements of the MS4 Permit through baseline requirements.

As required by the MS4 Permit, the City of Irwindale must develop and implement an Integrated Monitoring Program that outlines a customized monitoring compliance program that achieves the following five primary objectives: (1) Assess the chemical, physical, and biological impacts of discharges from the municipal storm water sewer system (MS4) on receiving waters; (2) Assess compliance with receiving water limitations and water quality-based effluent limitations (WQBELs) established to implement Total Maximum Daily Load (TMDL) wet weather and dry weather wasteload allocations (WLAs); (3) Characterize pollutant loads in MS4 discharges; (4) Identify sources of pollutants in MS4 discharges; and (5) Measure and improve the effectiveness of pollutant controls implemented under this MS4 Permit. To achieve these five objectives, the city must implement the following monitoring program elements (1) receiving water monitoring, (2) storm water outfall based monitoring, (3) non-storm water outfall based monitoring, (4) new development/re-development effectiveness tracking; and (5) regional studies.

As stated in the MS4 Permit, Cities are required to monitor the toxic pollutants discharged to San Gabriel River for both dry and wet weather conditions through receiving water testing. Because the cost of independently installing and maintaining monitoring equipment would be substantial, it is recommended that Irwindale continue to collaborate with other cities within the affected watershed to reduce costs associated with these requirements.

By partnering with the County of Los Angeles through its coordination with the Upper San Gabriel River Enhanced Watershed Management Program Group USGR EWMP GROUP, the City will participate in shared operations, monitoring, and maintenance efforts. This collaboration allows Irwindale to share costs with other participating cities for monitoring toxic pollutants in the San Gabriel River under both dry and wet weather conditions. This cost-sharing approach is both beneficial and cost-effective. As outlined in the Memorandum of Agreement (MOA), the City's annual cost is estimated at \$25,038.17, which includes a 5% contract administration fee.

On October 14, 2015, the City Council approved a Memorandum of Agreement (MOA) with the County of Los Angeles in the amount of \$25,038.17 per year for the 2015–2020 term. The agreement was renewed on May 13, 2020, at the same annual cost for the 2021–2025 term. This agreement expired on December 31, 2025.

The County of Los Angeles has now prepared a new agreement to continue implementation of the coordinated Integrated Monitoring Program for the Upper San Gabriel River Watershed. The annual cost will remain unchanged at \$25,038.17. The renewed agreement will take effect

on July 1, 2026, and expire on December 31, 2030.

Staff recommends that the City renew the cost-sharing agreement with the County of Los Angeles for an additional five-year term as a cost-saving measure. Performing these monitoring activities independently would be significantly more expensive. Additionally, the cost for participation in the coordinated Integrated Monitoring Program for fiscal years 2026–27 through 2030–31 will remain unchanged.

The agreement has been reviewed and approved by Staff and the City Attorney.

Fiscal Impact:

The City’s annual cost for this agreement is \$25,038.17, which includes a 5% contract administration fee. Funding in this amount has been, and will continue to be, budgeted under Public Works Engineering – Environmental Mandates for the next five years. Sufficient funds are available in the City’s Environmental Mandates budget (Account No. 01-52-523-42300-0000) to cover the maximum cost.

Attachments:

1.	Irwindale USGR CIMP MOA 2026
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MEMORANDUM OF AGREEMENT
BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF IRWINDALE
REGARDING THE ADMINISTRATION AND COST SHARING FOR
IMPLEMENTING THE COORDINATED INTEGRATED MONITORING PROGRAM
FOR THE UPPER SAN GABRIEL RIVER WATERSHED

This Memorandum of Agreement ("MOA") is made and entered as of the date of the last signature set forth below by and among the COUNTY OF LOS ANGELES ("COUNTY"), a political subdivision of the State of California, and the CITY OF IRWINDALE ("CITY"), municipal corporations. Collectively, these entities shall be known herein as PARTIES or individually as PARTY.

WITNESSETH

WHEREAS, the Regional Water Quality Control Board, Los Angeles Region (REGIONAL BOARD) adopted National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Order No. R4-2021-0105 (MS4 Permit); and

WHEREAS, the MS4 Permit became effective on December 28, 2012, and requires that the COUNTY, the LACFCD, and 84 of the 88 cities (excluding Avalon, Long Beach, Palmdale, and Lancaster) within the Los Angeles County comply with the prescribed elements of the MS4 Permit; and

WHEREAS, the REGIONAL BOARD adopted a new NPDES Municipal Separate Storm Sewer System Permit (2021 MS4 Permit) Order No. R4-2021-0105, which became effective on September 11, 2021, and continues to impose compliance requirements; and

WHEREAS, the 2021 MS4 Permit identified the PARTIES as MS4 permittees that are responsible for compliance with the 2021 MS4 Permit requirements pertaining to the San Gabriel River Watershed Management Area; and

WHEREAS, the COUNTY, the Los Angeles County Flood Control District, and the Cities of Baldwin Park, Covina, Glendora, Industry, and La Puente, collectively known as the ORIGINAL AGENCIES, entered into a memorandum of understanding on October 24, 2013 to collaborate in the development of a Coordinated Integrated Monitoring Program (CIMP); and

WHEREAS, the CIMP was submitted to REGIONAL BOARD on June 27, 2014 and was conditionally approved on June 19, 2015; and

WHEREAS, the ORIGINAL AGENCIES executed a CIMP MOU on August 11, 2015 to cooperatively administer and share the estimated costs of implementing the CIMP; and

WHEREAS, the Final CIMP was approved by the REGIONAL BOARD on November 13, 2015; and

WHEREAS, the ORIGINAL AGENCIES executed a CIMP MOU amendment to the September 28, 2017, to acknowledge and incorporate the City of West Covina's participation in the CIMP and include it among the entities known herein as the Upper San Gabriel River Enhanced Watershed Management Program Group ("USGR EWMP GROUP"); and

WHEREAS, the USGR EWMP GROUP prepared a final Scope of Work and obtained a consultant (CONSULTANT) to assist with implementing the CIMP, and is entering into a separate memorandum of agreement to continue collaborating in the implementation of the CIMP; and

WHEREAS, the PARTIES have agreed that the annual cost for CITY to purchase the USGR EWMP GROUP's receiving water monitoring data shall not exceed \$25,038.17, which includes a 5 percent contract administration cost; and

WHEREAS, the PARTIES agree that each shall assume full and independent responsibility for ensuring its own compliance with the MS4 Permit despite the collaborative approach of the MOA.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the PARTIES, and of the promises contained in this MOA, the PARTIES agree as follows:

Section 1. Recitals. The recitals set forth above are incorporated into this MOA.

Section 2. Purpose. The purpose of this MOA is for CITY to participate in and collaboratively fund the implementation of the CIMP and MS4 Permit, and to coordinate the payment and share results of the monitoring services.

Section 3. Cooperation. The PARTIES shall fully cooperate with one another to attain the purposes of this MOA.

Section 4. Voluntary. This MOA is voluntarily entered into for the implementation of certain requirements of the CIMP and MS4 Permit.

Section 5. Term. This MOA shall become effective on the last date of execution by a PARTY, and shall remain in effect until (1) CITY has paid all outstanding invoices, or (2) December 31, 2030, whichever comes last.

Section 6. COUNTY agrees:

- a. Consultant Services. To select a CONSULTANT from COUNTY's as-needed watershed quality monitoring and related services contractors for implementation of the CIMP in accordance with the Scope of Work. COUNTY will be compensated

for the administration of the consultant contract at a rate of 5 percent of CITY'S annual cost. COUNTY will comply with all procurement requirements applicable to said selection.

- b. Invoice. To invoice CITY annually at an amount of \$25, 038.17 for a total 5 year not-to-exceed amount of \$125,190.85. The annual payments for the period of July 1 through June 30 will be invoiced in July of that fiscal year, except for the first invoice, which will be issued upon the execution of this MOA by both PARTIES. The last payment will be invoiced in July 2030.
- c. Expenditure. To utilize the funds deposited by the PARTIES only for the administration of the consultant contract and the implementation of the CIMP.
- d. Report. To provide CITY with an electronic copy of receiving water monitoring results in a format approved by REGIONAL BOARD within 7 business days after the CONSULTANT's deliverable is accepted by COUNTY.

Section 7. The CITY agrees:

- a. Payment. To pay COUNTY for CITY'S annual share of the cost for the implementation of the CIMP at an amount of \$23,845.87, and contract administration at an amount of \$1,192.29, for a total of \$25,038.17, within 60 days of receipt of the invoice from COUNTY.

Section 8. Data Purchase:

- a. CITY agrees to purchase USGR EWMP Group receiving water monitoring data as is, which purchase is included in the CITY's payment described at Section 7(a) above. CITY also agrees to bear full responsibility for the data. There will be no indemnification for said data.

Section 9. Termination and Withdrawal:

- a. This MOA may be terminated upon the express written agreement of all PARTIES. If this MOA is terminated, then all PARTIES must agree on the payment of invoices due at the time of termination. In the event of termination, each PARTY shall also be responsible for the payment of its own fines, penalties or costs incurred as a result of the non-performance of the CIMP. Completed work shall be owner by the PARTY or PARTIES who fund the completion of such work. Rights to uncompleted work by the CONSULTANT still under contract will be held by the PARTY or PARTIES who fund the completion of such work.
- b. If a PARTY fails to substantially comply with any of the terms or conditions of this MOA, then that PARTY shall forfeit its rights to work completed through this MOA, but no such forfeiture shall occur unless and until the defaulting PARTY has first

been given notice of its default and a reasonable opportunity to cure the alleged default.

- c. The COUNTY shall notify all PARTIES in writing of any PARTY failing to cure an alleged default in compliance with the terms or conditions of this MOA. COUNTY will determine the next course of action.
- d. If CITY wishes to withdraw from this MOA for any reason, CITY must give COUNTY and the REGIONAL BOARD prior written notice thereof. CITY shall be responsible for the data purchase cost through the end of the current monitoring year (July 1 through June 30). The effective date of withdrawal shall be the 6th day after COUNTY receives written notice of the CITY'S intent to withdraw.

Section 11. General Provisions

- a. Notices. Any notices, bills, invoices, or reports relating to this MOA, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and shall be delivered to the representatives of the PARTIES at the following addresses. The PARTIES shall promptly notify each other of any change of contact information, including personnel changes, provided in Exhibit B. Written notice shall include notice delivered via e-mail or fax. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by e-mail; or (b) on the third (3rd) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth below.

Los Angeles County Public Works
Stormwater Quality Division
P.O. Box 1460
Alhambra, CA 91802-1460
Hannah Dewey, Assistant Division Head
Email: hdewey@dpw.lacounty.gov
Phone: (626) 300-4665

City of Irwindale
Department of Public Works
5050 N. Irwindale Avenue
Irwindale, CA 91706
Attention: Eddie Chan, Director of Engineering & Building Official
Email: echan@irwindaleca.gov
Phone: (626) 430-2203

- b. Administration. For the purposes of this MOA, the PARTIES hereby designate as their respective PARTY representatives the persons named in Section 10(a). The designated PARTY representatives, or their respective designees, shall administer the terms and conditions of this MOA on behalf of their respective PARTY. Each

Commented [RP1]: @Melineh Aghakhabian confirm with Alicia and/or Darlia what the appropriate mailing address is for our division. If different, please revise here and on other MOAs, as necessary.

Commented [MA2R1]: Hi Raffy, the correct mailing address has been added.

of the persons signing below on behalf of a PARTY represents and warrants that he or she is authorized to sign this MOA on behalf of such PARTY.

- c. Relationship of the PARTIES. The PARTIES are, and shall at all times remain as to each other, wholly independent entities. No PARTY to this MOA shall have power to incur any debt, obligation, or liability on behalf of any other PARTY unless expressly provided to the contrary by this MOA. No employee, agent, or officer of a PARTY shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another PARTY.
- d. Binding Effect. This MOA shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each PARTY; provided, however, no PARTY may assign its respective rights or obligations under this MOA without prior written consent of the other PARTIES.
- e. Amendment. The terms and provisions of this MOA may not be amended, modified, or waived, except by an instrument in writing signed by all non-delinquent PARTIES. For purposes of this MOA, a PARTY shall be considered delinquent if that PARTY fails to timely pay an invoice as required by Section 7(a) or withdraws pursuant to Section 9(d).
- f. Law to Govern. This MOA is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.
- g. Severability. If any provision of this MOA shall be determined by any court to be invalid, illegal, or unenforceable to any extent, then the remainder of this MOA shall not be affected, and this MOA shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOA.
- h. Entire Agreement. This MOA constitutes the entire agreement of the PARTIES with respect to the subject matter hereof.
- i. Waiver. Waiver by any PARTY to this MOA of any term, condition, or covenant of this MOA shall not constitute a waiver of any other term, condition, or covenant. Waiver by any PARTY to any breach of the provisions of this MOA shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOA.
- j. Counterparts. This MOA may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument, provided, however, that such counterparts shall have been delivered to all PARTIES to this MOA.
- k. All PARTIES have been represented by counsel in the preparation and negotiation of this MOA. Accordingly, this MOA shall be construed according to its fair language. Any ambiguities shall be resolved in a collaborative manner by the

PARTIES and shall be rectified by amending this MOA as described in section 10(e).

IN WITNESS WHEREOF, the PARTIES hereto have caused this MOA to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES:

COUNTY OF LOS ANGELES

By _____ Date _____
MARK PESTRELLA
Director of Public Works

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____ Date _____
Deputy

CITY OF IRWINDALE

By _____
H. Manuel Ortiz, Mayor

Date

APPROVED AS TO CONTENT:

By _____
Julian A. Miranda, City Manager

APPROVED AS TO FORM:

By _____
Adrian R. Guerra, City Attorney

Item #21.A.

City of
IRWINDALE
AGENDA REPORT

Date: April 22, 2026

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Resolution of Intention to Approve an Amendment to the Contract Between the Board of Administration of the California Public Employees' Retirement System and the City Council of the City of Irwindale; and Introduction (First Reading) of An Ordinance Authorizing an Amendment to the Contract Between the City Council of the City of Irwindale and the Board of Administration of the California Employees' Retirement System

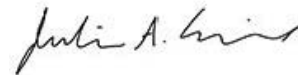
City Manager's Recommendation:

(1) **Adopt Resolution No. 2026-29-3840** titled, "A RESOLUTION OF INTENTION TO APPROVE AN AMENDMENT TO THE CONTRACT BETWEEN THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM AND THE CITY COUNCIL OF THE CITY OF IRWINDALE"; and
(2) **Introduce by title only and waive further reading of Ordinance No. 818**, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY COUNCIL OF THE CITY OF IRWINDALE AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM."

Administrative Action:

Submitted by:

Julian A. Miranda, City Manager



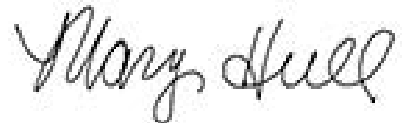
Prepared by:

Sandra Leon, Benefits Administrator

Electronically Approved

Reviewed by:

Mary Hull, Human Resources/Risk Manager



Adrian R. Guerra, City Attorney

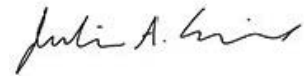


Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

CalPERS administers retirement benefits for California's public employees, including those working for the City of Irwindale. The City's contract with CalPERS outlines the provision of retirement benefits, specifying contribution rates and cost-sharing arrangements for all covered employees. In light of CalPERS' financial challenges and those faced by its member agencies, Government Code Section 20516 permits cost-sharing agreements between contracting agencies and employees to help address the rising costs of retirement benefits and unfunded liabilities.

As part of the City's ongoing efforts to maintain fiscal responsibility and ensure the sustainability of pension benefits, the City and its labor groups successfully negotiated terms to share a portion of the employer's CalPERS retirement costs between the City and its employees. These terms were incorporated into the 2024–2027 Memoranda of Understanding (MOU) with the three recognized labor groups. On March 11, 2026, the City Council adopted Resolution Nos. 2026-17-3728 and 2026-18-3729, extending similar cost-sharing provisions to unrepresented executive and management employees, ensuring alignment with the agreements made with the City's recognized labor groups.

The proposed implementation represents the second of two negotiated cost-sharing increases, with the first having taken effect in Fiscal Year 2025–26. The cost-sharing provisions for Fiscal Year 2026–27 are as follows:

Classification Type	Additional Cost Share Amount
Classic Miscellaneous	1.0%
PEPRA Miscellaneous	0.5%
Classic Safety	1.5%
PEPRA Safety	1.0%

To implement the cost-sharing provisions, the City's contract with CalPERS must be amended, which requires several steps. First, the City Council must adopt a Resolution of Intent and conduct the first reading of the ordinance to amend the CalPERS contract. Since this amendment impacts employee contribution rates, a secret ballot election must be held among affected employees. This election will take place after the Resolution of Intent is adopted, but before the final documents are approved. The

ordinance will then return to the City Council for a second reading and adoption on May 13, 2026. Once adopted, the contract amendment will take effect no sooner than 30 days later, with the new cost-sharing provisions commencing July 5, 2026.

Although cost-sharing provisions were negotiated for Fiscal Year 2025-26 and 2026–27, CalPERS does not allow multi-year amendments. As a result, this process must be repeated annually to implement each phase of the negotiated cost-sharing structure, including this second and final implementation.

Fiscal Impact:

The cost share of the employers' contribution by the affected employees is estimated to provide an overall savings for Fiscal Year 2026-27 of \$124,400 across all funds, roughly \$99,515 of that within the General Fund.

Attachments:

1.	Resolution No. 2026-29-3840
2.	Ordinance No. 818

RESOLUTION NO. 2026-29-3840

**A RESOLUTION OF INTENTION TO APPROVE AN AMENDMENT TO
THE CONTRACT BETWEEN THE BOARD OF ADMINISTRATION OF
THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM AND
THE CITY COUNCIL OF THE CITY OF IRWINDALE**

WHEREAS, the Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said Law; and

WHEREAS, one of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of a resolution giving notice of its intention to approve an amendment to said contract, which resolution shall contain a summary of the change proposed in said contract; and

WHEREAS, the following is a statement of the proposed change:

To provide 20516 (Employees Sharing Additional Cost) of 1% for classic local miscellaneous members and .5% for new local miscellaneous members in the Unrepresented Management group; 1% for classic local miscellaneous members and .5% for new local miscellaneous members in the Unrepresented Executive group; 1% for classic local miscellaneous members and .5% for new local miscellaneous members in the Irwindale Management Employees Association; 1% for classic local miscellaneous members and .5% for new local miscellaneous members in the Irwindale City Employees Association; 1% for classic local miscellaneous members and .5% for new local miscellaneous members in the Irwindale Police Officers' Association; 1.5% for classic local police members and 1% for new local police members in the Unrepresented Management group; 1.5% for classic local police members and 1% for new local police members in the Irwindale Management Employees Association; 1.5% for classic local police members and 1% for new local police members in the Irwindale Police Officers' Association.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Irwindale does hereby give notice of intention to approve an amendment to the contract between the City of Irwindale and the Board of Administration of the Public Employees' Retirement System, a copy of said amendment being attached hereto, as an "Exhibit" and by this reference made a part hereof.

SECTION 1. The Chief Deputy City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 22nd day of April 2026.

H. Manuel Ortiz, Mayor

ATTEST:

Laura Nieto, MMC
Chief Deputy City Clerk

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

I, Laura Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2026-29-3840 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 22nd day of April 2026, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk



EXHIBIT

**California
Public Employees' Retirement System**

AMENDMENT TO CONTRACT

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

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective November 22, 1964, and witnessed October 20, 1964, and as amended effective July 1, 1974, December 21, 1980, March 11, 1984, June 1, 1986, June 13, 1986, June 30, 1993, August 24, 1997, June 10, 2001, September 8, 2002, May 1, 2011, and July 6, 2025, which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 17 are hereby stricken from said contract as executed effective July 6, 2025, and hereby replaced by the following paragraphs numbered 1 through 17 inclusive:
 - 1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for classic local miscellaneous members, age 62 for new local miscellaneous members, age 55 for classic local fire members, age 50 for classic local police members, and age 57 for new local safety member.

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

5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

NO ADDITIONAL EXCLUSIONS

6. The percentage of final compensation to be provided for each year of credited prior and current service for classic local miscellaneous members shall be determined in accordance with Section 21354 of said Retirement Law, subject to the reduction provided therein for service prior to March 31, 1977, termination of Social Security, for members whose service has been included in Federal Social Security (2% at age 55 Full and Modified).
7. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Full).
8. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local fire member shall be determined in accordance with Section 21369 of said Retirement Law (2% at age 55 Full).
9. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local police member shall be determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Full).
10. The percentage of final compensation to be provided for each year of credited prior and current service as a new local police member shall be determined in accordance with Section 7522.25(d) of said Retirement Law (2.7% at age 57 Full).
11. The percentage of final compensation to be provided for each year of credited prior and current service as a new local fire member shall be determined in accordance with Section 7522.25(b) of said Retirement Law (2% at age 57 Full).
12. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 20042 (One-Year Final Compensation) for classic local fire members and for those classic local miscellaneous members and classic local police members entering membership on or prior to May 1, 2011.
 - b. Section 21574 (Fourth Level of 1959 Survivor Benefits).

- c. Section 21427 (Improved Nonindustrial Disability Allowance) for those members, who retired on non-industrial disability after June 14, 1975.
- d. Sections 21624 and 21626 (Post-Retirement Survivor Allowance).
- e. Section 20903 (Two Years Additional Service Credit) for local miscellaneous members only.
- f. Section 21024 (Military Service Credit as Public Service).
- g. Section 20475 (Different Level of Benefits): Section 20037 (Three-Year Final Compensation) is applicable to classic local miscellaneous members entering membership for the first time with this agency in the miscellaneous classification after May 1, 2011.

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

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

From and after July 6, 2025, and until the effective date of this amendment to contract, 1% for classic local miscellaneous members in the Unrepresented Management group.

From and after July 6, 2025, and until the effective date of this amendment to contract, .5% for new local miscellaneous members in the Unrepresented Management group.

From and after July 6, 2025, and until the effective date of this amendment to contract, 1% for classic local miscellaneous members in the Unrepresented Executive group.

From and after July 6, 2025, and until the effective date of this amendment to contract, .5% for new local miscellaneous members in the Unrepresented Executive group.

From and after July 6, 2025, and until the effective date of this amendment to contract, 1% for classic local miscellaneous members in the Irwindale Management Employees Association.

From and after July 6, 2025, and until the effective date of this amendment to contract, .5% for new local miscellaneous members in the Irwindale Management Employees Association.

From and after July 6, 2025, and until the effective date of this amendment to contract, 1% for classic local miscellaneous members in the Irwindale City Employees Association.

From and after July 6, 2025, and until the effective date of this amendment to contract, .5% for new local miscellaneous members in the Irwindale City Employees Association.

From and after July 6, 2025, and until the effective date of this amendment to contract, 1% for classic local miscellaneous members in the Irwindale Police Officers' Association.

From and after July 6, 2025, and until the effective date of this amendment to contract, .5% for new local miscellaneous members in the Irwindale Police Officers' Association.

From and after July 6, 2025, and until the effective date of this amendment to contract, 1.5% for classic local police members in the Unrepresented Management group.

From and after July 6, 2025, and until the effective date of this amendment to contract, 1% for new local police members in the Unrepresented Management group.

From and after July 6, 2025, and until the effective date of this amendment to contract, 1.5% for classic local police members in the Irwindale Management Employees Association.

From and after July 6, 2025, and until the effective date of this amendment to contract, 1% for new local police members in the Irwindale Management Employees Association.

From and after July 6, 2025, and until the effective date of this amendment to contract, 1.5% for classic local police members in the Irwindale Police Officers' Association.

From and after July 6, 2025, and until the effective date of this amendment to contract, 1% for new local police members in the Irwindale Police Officers' Association.

From and after the effective date of this amendment to contract, 2% for classic local miscellaneous members in the Unrepresented Management group.

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

From and after the effective date of this amendment to contract, 2% for classic local miscellaneous members in the Unrepresented Executive group.

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

From and after the effective date of this amendment to contract, 2% for classic local miscellaneous members in the Irwindale Management Employees Association.

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

From and after the effective date of this amendment to contract, 2% for classic local miscellaneous members in the Irwindale City Employees Association.

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

From and after the effective date of this amendment to contract, 2% for classic local miscellaneous members in the Irwindale Police Officers' Association.

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

From and after the effective date of this amendment to contract, 3% for classic local police members in the Unrepresented Management group.

From and after the effective date of this amendment to contract, 2% for new local police members in the Unrepresented Management group.

From and after the effective date of this amendment to contract, 3% for classic local police members in the Irwindale Management Employees Association.

From and after the effective date of this amendment to contract, 2% for new local police members in the Irwindale Management Employees Association.

From and after the effective date of this amendment to contract, 3% for classic local police members in the Irwindale Police Officers' Association.

From and after the effective date of this amendment to contract, 2% for new local police members in the Irwindale Police Officers' Association.

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

13. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on December 21, 1980. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.
14. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.
15. Public Agency shall also contribute to said Retirement System as follows:
 - a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a 1959 single account, based on term insurance rates, for survivors of all local miscellaneous members and local safety members.
 - b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.

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

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

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF IRWINDALE

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

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk

ORDINANCE NO. 818

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

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

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

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

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

PASSED, APPROVED and ADOPTED this 22nd day of April 2026.

H. Manuel Ortiz, Mayor

ATTEST:

Laura Nieto, MMC
Chief Deputy City Clerk

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

I, Laura Nieto, Chief Deputy City Clerk of the City of Irwindale, California, do hereby certify that the forgoing Ordinance No. 818, was duly introduced at a regular meeting of the City Council held on the 22nd day of April 2026, and was duly passed at a regular meeting of the City Council of the City of Irwindale held on the 13th day of May 2026, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

AFFIDAVIT OF POSTING

I, Laura M. Nieto, MMC, Chief Deputy City Clerk, certify that I caused a copy of Ordinance No. 818 adopted by the City Council of the City of Irwindale at its regular meeting held _____, 2026, to be posted at the City Hall, Library, and Post Office on _____, 2026.

Laura Nieto, MMC
Chief Deputy City Clerk

Dated: _____



EXHIBIT

**California
Public Employees' Retirement System**

AMENDMENT TO CONTRACT

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

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective November 22, 1964, and witnessed October 20, 1964, and as amended effective July 1, 1974, December 21, 1980, March 11, 1984, June 1, 1986, June 13, 1986, June 30, 1993, August 24, 1997, June 10, 2001, September 8, 2002, May 1, 2011, and July 6, 2025, which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 17 are hereby stricken from said contract as executed effective July 6, 2025, and hereby replaced by the following paragraphs numbered 1 through 17 inclusive:
 - 1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for classic local miscellaneous members, age 62 for new local miscellaneous members, age 55 for classic local fire members, age 50 for classic local police members, and age 57 for new local safety member.

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

5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

NO ADDITIONAL EXCLUSIONS

6. The percentage of final compensation to be provided for each year of credited prior and current service for classic local miscellaneous members shall be determined in accordance with Section 21354 of said Retirement Law, subject to the reduction provided therein for service prior to March 31, 1977, termination of Social Security, for members whose service has been included in Federal Social Security (2% at age 55 Full and Modified).
7. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Full).
8. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local fire member shall be determined in accordance with Section 21369 of said Retirement Law (2% at age 55 Full).
9. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local police member shall be determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Full).
10. The percentage of final compensation to be provided for each year of credited prior and current service as a new local police member shall be determined in accordance with Section 7522.25(d) of said Retirement Law (2.7% at age 57 Full).
11. The percentage of final compensation to be provided for each year of credited prior and current service as a new local fire member shall be determined in accordance with Section 7522.25(b) of said Retirement Law (2% at age 57 Full).
12. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 20042 (One-Year Final Compensation) for classic local fire members and for those classic local miscellaneous members and classic local police members entering membership on or prior to May 1, 2011.
 - b. Section 21574 (Fourth Level of 1959 Survivor Benefits).

- c. Section 21427 (Improved Nonindustrial Disability Allowance) for those members, who retired on non-industrial disability after June 14, 1975.
- d. Sections 21624 and 21626 (Post-Retirement Survivor Allowance).
- e. Section 20903 (Two Years Additional Service Credit) for local miscellaneous members only.
- f. Section 21024 (Military Service Credit as Public Service).
- g. Section 20475 (Different Level of Benefits): Section 20037 (Three-Year Final Compensation) is applicable to classic local miscellaneous members entering membership for the first time with this agency in the miscellaneous classification after May 1, 2011.

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

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

From and after July 6, 2025, and until the effective date of this amendment to contract, 1% for classic local miscellaneous members in the Unrepresented Management group.

From and after July 6, 2025, and until the effective date of this amendment to contract, .5% for new local miscellaneous members in the Unrepresented Management group.

From and after July 6, 2025, and until the effective date of this amendment to contract, 1% for classic local miscellaneous members in the Unrepresented Executive group.

From and after July 6, 2025, and until the effective date of this amendment to contract, .5% for new local miscellaneous members in the Unrepresented Executive group.

From and after July 6, 2025, and until the effective date of this amendment to contract, 1% for classic local miscellaneous members in the Irwindale Management Employees Association.

From and after July 6, 2025, and until the effective date of this amendment to contract, .5% for new local miscellaneous members in the Irwindale Management Employees Association.

From and after July 6, 2025, and until the effective date of this amendment to contract, 1% for classic local miscellaneous members in the Irwindale City Employees Association.

From and after July 6, 2025, and until the effective date of this amendment to contract, .5% for new local miscellaneous members in the Irwindale City Employees Association.

From and after July 6, 2025, and until the effective date of this amendment to contract, 1% for classic local miscellaneous members in the Irwindale Police Officers' Association.

From and after July 6, 2025, and until the effective date of this amendment to contract, .5% for new local miscellaneous members in the Irwindale Police Officers' Association.

From and after July 6, 2025, and until the effective date of this amendment to contract, 1.5% for classic local police members in the Unrepresented Management group.

From and after July 6, 2025, and until the effective date of this amendment to contract, 1% for new local police members in the Unrepresented Management group.

From and after July 6, 2025, and until the effective date of this amendment to contract, 1.5% for classic local police members in the Irwindale Management Employees Association.

From and after July 6, 2025, and until the effective date of this amendment to contract, 1% for new local police members in the Irwindale Management Employees Association.

From and after July 6, 2025, and until the effective date of this amendment to contract, 1.5% for classic local police members in the Irwindale Police Officers' Association.

From and after July 6, 2025, and until the effective date of this amendment to contract, 1% for new local police members in the Irwindale Police Officers' Association.

From and after the effective date of this amendment to contract, 2% for classic local miscellaneous members in the Unrepresented Management group.

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

From and after the effective date of this amendment to contract, 2% for classic local miscellaneous members in the Unrepresented Executive group.

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

From and after the effective date of this amendment to contract, 2% for classic local miscellaneous members in the Irwindale Management Employees Association.

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

From and after the effective date of this amendment to contract, 2% for classic local miscellaneous members in the Irwindale City Employees Association.

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

From and after the effective date of this amendment to contract, 2% for classic local miscellaneous members in the Irwindale Police Officers' Association.

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

From and after the effective date of this amendment to contract, 3% for classic local police members in the Unrepresented Management group.

From and after the effective date of this amendment to contract, 2% for new local police members in the Unrepresented Management group.

From and after the effective date of this amendment to contract, 3% for classic local police members in the Irwindale Management Employees Association.

From and after the effective date of this amendment to contract, 2% for new local police members in the Irwindale Management Employees Association.

From and after the effective date of this amendment to contract, 3% for classic local police members in the Irwindale Police Officers' Association.

From and after the effective date of this amendment to contract, 2% for new local police members in the Irwindale Police Officers' Association.

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

13. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on December 21, 1980. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.
14. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.
15. Public Agency shall also contribute to said Retirement System as follows:
 - a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a 1959 single account, based on term insurance rates, for survivors of all local miscellaneous members and local safety members.
 - b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.

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

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

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF IRWINDALE

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

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk

Item #21.B.

City of
IRWINDALE
AGENDA REPORT

Date: April 22, 2026

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Award of Consulting Contract with RSG, Inc. and Gruen Associates for Retail Corridor Study and Economic Development Strategic Plan of Arrow Highway

Executive Director's Recommendation:

Adopt Resolution No. 2026-31-3842 entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A CONTRACT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH RSG, INC. AND GRUEN ASSOCIATES COMPANIES TO CONDUCT A RETAIL CORRIDOR STUDY OF ARROW HIGHWAY, AND APPROPRIATING \$87,110 FROM THE GENERAL FUND RESERVES", waiving further reading. Subject to the approval as to form by the City Attorney.

Administrative Action:

Submitted/Prepared by:

Iris Espino, Assistant to the City Manager



Reviewed by:

Adrian R. Guerra, City Attorney

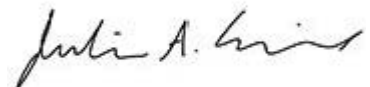


Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

A goal of the City Council is to understand future economic development opportunities within the Arrow Highway corridor and to identify the direction the City should take in its retail/commercial revitalization efforts. As such, staff, as part of their FY 2025-26 work plan, were directed to retain the services of an outside consulting firm to prepare and conduct a community retail analysis that measures the retail market, sales, competition, leakage, gaps, and consumer preferences. In addition, the consultant will identify the types of businesses that are most viable along the “Arrow Highway Corridor” from Azusa Canyon Road to Vincent Avenue, and extending north from Irwindale Avenue to Gladstone Street. The study will assess existing market conditions, identify current and future retail and mixed-use development opportunities and demands, and recommend strategies to enhance economic vitality and attract business to ensure economic growth..

On February 3, 2025, staff issued a Request for Proposal (RFP) for the Retail Corridor Study — Arrow Highway. The RFP was sent to select firms qualified to provide these services. By the March 3, 2026, deadline, staff received proposals from the following four (4) qualified firms:

<u>Firms</u>	<u>Amount</u>
RSG, Inc. + Gruen Associates	\$87,110
Economic & Planning Systems	\$79,735
Kosmont Companies	\$76,970
HdL Companies	\$28,500

The RFP review panel, consisting of staff from Administration, Public Services, and Finance, evaluated all companies through an interview process on March 30, 2026, and pre-qualified RSG, Inc. and Gruen Associates as the consulting firm recommended to the City Council for consideration, at a cost of \$87,110.

RSG, Inc. and Gruen Associates were the highest-priced RFP submittal, as they are two firms that have combined to consult on this proposal. Choosing the higher-priced firm can make sense when they bring more combined experience, specialized skills, and a proven track record on similar projects. Their presentation offered a clearer, more thoughtful plan, featured stronger team members, and appeared to be more reliable overall, which lowers the risk of problems, delays, or surprise costs later. Their strong references and past success are also similar to the scope of the project. RSG clearly communicated their understanding of the project and their work with the stakeholders on this engagement.

RSG has a 47-year history and extensive expertise in retail market analysis, municipal economic development, and implementation strategy, and Gruen Associates has 80 years of planning and urban design experience, including corridor and community design, and more than 250 professional awards. Together, they offer the City a seamless combination of market intelligence and design vision.

Their proposal document is attached as "Exhibit A."

Fiscal Impact:

The adoption of Resolution No. 2026-31-3842, authorizes the Finance Director to amend the Fiscal Year 2025-2026 Adopted Budget by appropriating \$87,110 from the General Fund reserve account to account 01-26-260-42300-0000.

Attachments:

1.	Resolution No. 2026-31-3842
2.	Exhibit A - Proposal for Retail Corridor Study-Arrow Highway
3.	Professional Services Contract - RSG, Inc. + Gruen Associates

RESOLUTION NO. 2026-31-3842

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING
A CONTRACT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN
AGREEMENT WITH RSG, INC. AND GRUEN ASSOCIATES COMPANIES TO
CONDUCT A RETAIL CORRIDOR STUDY OF ARROW HIGHWAY,
AND APPROPRIATING \$87,110 FROM THE GENERAL FUND RESERVES**

WHEREAS, A goal of City Council is to understand future economic development opportunities within Arrow Highway , so as to identify the direction the City should move toward in its retail/commercial revitalization efforts; and

WHEREAS, The Housing Element survey also indicated the City's need to have more retail stores, shopping centers, and various market front businesses; and

WHEREAS, the City issued a Request for Proposal on February 3, 2026, and four firms submitted proposals on March 3, 2026; and

WHEREAS, staff determined that the firms of RSG, Inc. and Gruen Associates were the most responsible and responsive consultants qualified to conduct this study for the City. RSG, Inc. is familiar with the City Council's and the community's goals and visions of this project; and

WHEREAS, Approval of City Council is being requested for this contract award and to authorize the City Manager to enter into an agreement with RSG Inc. and Gruen Associates to conduct a retail corridor study on Arrow Highway for an amount not to exceed \$87,110, subject to approval as to form by the City Attorney; and

WHEREAS The City Council desires to approve the appropriation from the City's General Fund Reserve Balance in an amount not to exceed \$87,110.

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

SECTION 1. The above recitals are true and correct and fully incorporated into the Resolution by reference.

SECTION 2. This City Council hereby approves contract and authorizes the City Manager to enter into an Agreement for Services with RSG Inc. and Gruen Associates to conduct a retail corridor study on Arrow Highway for an amount not to exceed \$87,110, subject to approval as to form by the City Attorney.

SECTION 3. The Director of Finance is hereby authorized and directed to amend the Fiscal Year 2025-2026 Adopted Budget by appropriating \$87,110 from the General Fund reserve account to account. 01-26-260-42300-0000.

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

SECTION 5. That 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 22nd day of April 2026.

H. Manuel Ortiz 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. 2026-31-3842 was adopted at a regular meeting of the City Council held on this 22nd day of April 2026, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk



PROPOSAL FOR CONSULTING SERVICES TO

CITY OF IRWINDALE

RETAIL CORRIDOR STUDY - ARROW HIGHWAY
MARCH 3, 2026

February 27, 2026

Via Electronic Mail

Iris Espino, Assistant to the City Manager
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

PROPOSAL FOR CONSULTING SERVICES RETAIL CORRIDOR STUDY - ARROW HIGHWAY

Dear Ms. Espino,

In response to your Request for Proposals dated February 3, 2026 ("RFP"), RSG is pleased to submit this proposal to conduct the Arrow Highway Retail Corridor Study for the City of Irwindale. Our team pairs RSG's expertise in retail market analysis, municipal economic development, and implementation strategy with Gruen Associates – a Los Angeles planning and urban design firm with over 80 years of corridor and community design experience and more than 250 professional awards. Together, the **RSG/Gruen Team** offers the City a seamless combination of market intelligence and design vision.

Our preliminary review of the study area confirms that Arrow Highway is a largely built-out, industrial corridor with limited near-term vacant land – a reality that will shape our strategy from day one. Rather than overpromising rapid retail transformation, the **RSG/Gruen Team** will deliver a phased framework that sequences near-term business attraction, mid-term property owner reinvestment, and longer-term redevelopment as the corridor evolves. RSG Principal will manage the project, with Associate Aram Kamali leading market analysis and Analyst Kendall Schroth providing GIS and research support.

Gruen Associates' Vinayak Bharne, Director of Urban Design & Planning, will lead the corridor design and identity components, translating RSG's market findings into an actionable physical vision for Arrow Highway.

We welcome the opportunity to discuss our approach with you and are committed to delivering a study that positions Irwindale for meaningful, sustainable economic growth.

Sincerely,

James Simon, Principal
jsimon@rsgsolutions.com / 714.316.2120

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FIRM QUALIFICATIONS

RSG, INC

RSG, Inc. ("RSG") is a Subchapter "S" Corporation. Founded in 1979, the firm is managed by active Principals Jim Simon and Tara Broughton. RSG's corporate address is 170 Eucalyptus Ave., Suite 200, Vista, CA 92084, and we have three hubs in California (San Diego, Los Angeles, and Oakland) where we collaborate periodically as a team to accommodate the needs of our clients and growing firm.

RSG is a creatively charged consultant to California public agencies. We collaborate with the people responsible for creating vibrant places to accomplish their goals. The inspired leaders at RSG create stronger communities capable of achieving bolder futures by bringing more than four decades of native knowledge to each engagement. As diverse as the agencies we work with, our services span real estate, economic development, fiscal health, and housing initiatives.

RSG's federal taxpayer identification number is 95-343-5849 and State taxpayer identification number is 27600915. RSG is also a State certified Small Business Enterprise (SBE - 2006876 DGS).

Mission Statement and Core Values

RSG creates solutions to enhance communities' physical, economic, and social future.

Our core values define who we are as people and the standards by which we provide services to our clients.



Experience

RSG champions effective economic development. Our outcome-focused strategies, informed by data and community voices, address economic development priorities and help attract, expand, and diversify your local opportunities. Our clients include urban, suburban, and rural areas, and we specialize in assisting underserved communities facing threats from poverty, gentrification, and displacement.

Our **strategic planning** prioritizes long-term visions and immediate actions, collaborating with stakeholders such as local businesses, chambers of commerce, and government representatives to strengthen partnerships and analyze economic trends. We are deeply committed to **community engagement** by facilitating public discussions and presenting complex information to enable informed decision-making.

We update communication tools, administer emergency grants, and plan for **economic resilience and recovery**. We assist communities in understanding and utilizing various **financing tools**, such as tax increment financing and state and federal grants, to fund economic development projects.

We **support public-private partnerships** to leverage investment toward meaningful community benefits and conduct **special studies** on emerging industries and local economic opportunities.

With our hands-on experience in organizing workshops, marketing, market studies, and site selector collaboration, we provide **program implementation** support for communities with limited resources.

As industry leaders, we participate in CALED to voice challenges and influence legislative initiatives. We see our role as technicians and advisors, collaborating with you to adapt and deploy the tools that are available for the economic development challenges of today.

RSG Team

The RSG project team will be led by James Simon Principal, and will include the key staff members identified below, with additional firm resources assigned as needed.

Jim Simon, Principal – Strategic Oversight & Project Manager

Jim is President of RSG and a recognized leader in California economic development with over 35 years of experience guiding projects that have catalyzed more than \$10 billion in public and private investment across the state. A CALED 40 at 40 honoree and guest lecturer at UCLA's Luskin School of Public Policy, Jim brings unmatched depth in fiscal strategy, real estate, and municipal economic development. On this engagement, Jim provides senior strategic oversight and serves as the primary client relationship manager for the City of Irwindale, overseeing day-to-day coordination with the City and Gruen Associates while leading the implementation strategy and recruitment framework.

Aram Kamali, Associate – Market Analysis & Land Use Assessment Lead

Aram is an economic and policy analyst with seven years of consulting experience advising cities, counties, and developers on real estate economics, public finance, and urban policy, with graduate training from the London School of Economics. His recent work spans economic development work plans, EIFD feasibility modeling, and community benefits program implementation across California jurisdictions. On this project, Aram will lead the retail market analysis, leakage/surplus modeling, and land use opportunity assessment for the Arrow Highway Corridor.

Kendall Schroth, Analyst – Data, GIS & Research Support

Kendall holds a Bachelor's in Data Science from UC Berkeley and joined RSG in 2024, bringing experience in quantitative analysis, GIS systems, and infrastructure financing feasibility studies for cities including Ontario and Lake Elsinore. Her data science background and hands-on GIS work – including developing mapping standards for Orange County

LAFCO – make her well-suited for the corridor property database, trade area modeling, and spatial analysis tasks central to this study. Kendall will provide primary data collection, CoStar/Assessor research, and GIS support across Tasks 1 through 3.

GRUEN ASSOCIATES

Gruen Associates (Gruen) is a multi-disciplinary planning, urban design, architecture and landscape architecture firm in business in Los Angeles for more than 80 years. We are the winner of the 2019 American Planning Association (APA) Los Angeles Segment Distinguished Leadership - Planning Firm Award and the 2015 Firm Award by AIA California. We have a stellar record of preparing award-winning, mixed-use and transit-oriented developments, Specific Plans, master plans, streetscape plans, environmental clearances, and multi-modal transportation planning projects all done through deep and consequential community outreach processes.

Experience

Gruen Associates (Planning, Urban Design, Landscape Design, Community Outreach) brings extensive expertise specifically suited to this project. We have a vast portfolio in enhancing, transforming and retrofitting streets throughout the region. A leader in innovative street design, we were instrumental in implementing the award-winning Rosemead Boulevard Safety Enhancements and Beautification Project in Temple City. This Complete Streets project set a precedent for Class IV separated bike lanes, prioritizing both safety and urban beautification. We have led street enhancements efforts through landscape, signage and branding as part of numerous recent planning projects such as the North Paramount Gateway Specific Plan, Envision Simi Valley Specific Plan, and the Downtown Long Beach Specific Plan.

As a firm with expertise in planning, landscape architecture and architecture, we bring a comprehensive understanding to both planning and implementing streets, which is particularly suited to this effort. As urban designers and planners, we bring a deep understanding of development policy and regulation. We are the author of the Los Angeles County Countywide Objective Design Standards --a series of measurable objective design standards for all 147 unincorporated areas in the County that were incorporated as an update to Title 22 of the County's Municipal Code. We recently authored the Commercial Design Guidelines for the City of Paramount. We are currently leading two major Specific Plans, one for Downtown Long Beach and the other for the southern area of the City of Oxnard.

Gruen Associates Team

The Gruen team will be led by Partner-in-Charge Larry Schlossberg, who recently led the master plan for the civic center of the City of Carson and oversaw the Commercial Design Guidelines for the City of Paramount. Vinayak Bharne will be the Project Manager of this effort. He is currently leading the South Oxnard Connect Specific Plan. Prior to joining Gruen, he worked on numerous award-winning street improvement projects, most notably, "The Boulevard" in Lancaster, CA, that transformed a mile-long dis-invested street segment into an

iconic vibrant public space. He also worked on three major street enhancements projects in the City of Montclair, CA, one of them being Arrow Highway.

PROJECT UNDERSTANDING AND APPROACH

The City of Irwindale is seeking to evaluate the Arrow Highway Corridor—spanning from Azusa Canyon Road to Vincent Avenue and extending between Irwindale Avenue and Gladstone Street—as a potential retail and commercial destination. The RSG/Gruen Team understand that this is not a greenfield opportunity. Our preliminary review of the study area's land use inventory reveals a corridor that is overwhelmingly built out with industrial, flex, and warehouse properties averaging construction dates in the early 1980s, with occupancy rates near 99%. Only a small number of parcels are currently classified as vacant land, and those do not appear immediately available for redevelopment.

Arrow Highway is a major arterial that connects numerous cities. More pertinent to this project, it connects Irwindale to Covina to the east, and Baldwin Park to the west. It is imperative that the Arrow Highway segment within Irwindale be economically framed within this larger context. By understanding current and future adjacencies within proximate cities, this project can both identify how the Arrow Highway segment within Irwindale can stand out as a place that both leverages existing proximate market conditions and creates new ones that make it a unique and identifiable destination.

This reality shapes our approach: rather than assuming near-term retail absorption driven by new construction, the RSG/Gruen Team will develop a market-grounded strategy that distinguishes between three horizons of opportunity: (1) near-term business attraction and retention on existing retail-zoned properties; (2) mid-term physical reinvestment through working with existing retail property owners to refresh and reposition their assets; and (3) long-term redevelopment as industrial and flex properties naturally cycle through their useful life, creating future sites for mixed-use and community-serving retail.

RSG will serve as the project lead for market analysis and implementation strategy, working in close collaboration with Gruen Associates, who will lead the urban design, corridor identity, and conceptual visualization components (Task 4). Together, our team will ensure that market findings inform design decisions and that the implementation strategy is both analytically grounded and visually compelling for City Council and property owner audiences.

PROPOSED SCOPE AND WORK PLAN

The RSG/Gruen Team's scope covers five primary areas of work: project management and coordination, project initiation and data collection (collaborative with Gruen), market analysis (RSG lead), land use and development opportunities (RSG lead), and implementation strategy (collaborative with Gruen). Task 4—Urban Design and Corridor Identity—is led by Gruen Associates.

TASK 1 - PROJECT INITIATION & DATA COLLECTION (COLLABORATIVE WITH GRUEN)

RSG will participate in the project kickoff meeting with City staff and Gruen Associates to align on project goals, data needs, decision-maker priorities, and deliverable formats. We will review existing planning documents, the City's General Plan and zoning ordinances, any prior economic development studies, traffic counts, and available sales tax data. RSG will take the lead on assembling the commercial property and land use database, pulling CoStar records, LA County Assessor parcel data, and City business license data to create a baseline inventory of the corridor's existing conditions.

- Kickoff meeting with City and Gruen; establish project protocols and data-sharing procedures
- Review of existing plans: General Plan, Zoning Code, any prior Arrow Highway studies or specific plans
- Assembly of corridor property database (CoStar, Assessor, City records) covering all parcels within study area boundaries
- Site reconnaissance coordination with Gruen; RSG to document retail uses, vacancies, and physical conditions
- Compilation of baseline sales tax data (CDTFA) for Irwindale and benchmarking jurisdictions

TASK 2 - MARKET ANALYSIS (RSG LEAD)

RSG will conduct a comprehensive retail market analysis anchored in current data. Given Irwindale's extremely small resident population (approximately 1,509 residents), the market analysis must extend well beyond traditional residential-based trade area methods to account for the City's 30,000+ daytime workforce population, regional pass-through traffic on I-210 and I-605, and competitive retail clusters in surrounding communities including Baldwin Park, Azusa, and Covina. The market analysis is organized into two components.

Task 2a - Trade Area Demographics & Retail Spending Potential

- Define primary, secondary, and daytime/worker-based trade areas using drive-time methodology

- Profile trade area demographics including household income, age distribution, household size, and consumer lifestyle segmentation (Esri Tapestry)
- Quantify retail spending potential by major NAICS retail categories for the defined trade areas
- Benchmark Irwindale retail spending potential against comparable corridors and peer cities in the eastern San Gabriel Valley

Task 2b - Retail Leakage/Surplus Analysis & Competitive Assessment

- Calculate retail leakage and surplus by category using CDTFA sales tax data and Esri spending models
- Identify categories with the highest unmet demand and greatest potential for capture along the corridor
- Assess competitive retail nodes within a 5-mile radius, including inventory, tenant mix, vacancy, and recent lease/sale activity
- Evaluate daytime worker capture potential—food service, convenience, automotive, and service retail—given the corridor's dominant industrial employment base
- Synthesize findings into a retail demand summary identifying the strongest and most viable business categories for near-, mid-, and long-term recruitment targeting

TASK 3 - LAND USE & DEVELOPMENT OPPORTUNITIES (RSG LEAD)

RSG's preliminary review of the 98-property CoStar dataset for the corridor confirms that the study area is almost entirely built out, with only 7 vacant land parcels identified and an overall occupancy rate approaching 99%. The dominant property type is industrial/warehouse (58 of 98 properties), with only 15 retail-classified properties in the corridor. Several industrial properties are currently listed for sale, presenting possible long-term conversion opportunities as market conditions evolve. This task is organized to address both near-term repositioning and longer-term redevelopment in a phased framework.

Task 3a - Parcel Assessment & Opportunity Site Identification

- Analyze all corridor parcels using CoStar, LA County Assessor records, and GIS mapping to assess ownership, assessed value, year built, building condition, and sale/lease history
- Identify and profile Tier 1 opportunity sites: parcels with highest near-term retail potential (existing retail uses with vacancies or underperforming tenants, aging assets amenable to reinvestment)
- Identify Tier 2 opportunity sites: industrial/flex properties currently listed for sale or approaching end of useful life that could accommodate future retail or mixed-use conversion

- Map the 7 vacant land parcels and assess their development feasibility for retail use given zoning, access, lot dimensions, and infrastructure context
- Coordinate with Gruen Associates on site profiles to ensure design analysis is focused on the highest-priority parcels

Task 3b - Feasibility Analysis & Phased Development Strategy

Given the corridor's built-out condition, RSG will develop a realistic, phased approach to retail development that sequences recommendations across three time horizons:

- Near-Term (0-3 years): Focus on business attraction to existing vacant retail spaces; develop a targeted retail recruitment program for the corridor's existing retail centers; identify property owner engagement strategies to encourage physical upgrades and reinvestment; assess the role of City incentive programs (fee reductions, facade improvement grants, sales tax sharing) to catalyze activity
- Mid-Term (3-7 years): Evaluate feasibility of adaptive reuse or redevelopment of underperforming industrial/flex properties proximate to key retail nodes; assess mixed-use development potential at key intersections; provide guidance on zoning changes or overlay district creation that could stimulate investment
- Long-Term (7+ years): Develop a framework for corridor-wide transformation as property turnover creates redevelopment opportunities; analyze capacity for anchor retail or destination uses if larger assemblage becomes feasible
- For each phase, identify anticipated development costs, potential funding mechanisms (EDA grants, CDBG, tax increment tools, CFD formations), and implementation triggers

TASK 4 - URBAN DESIGN AND CORRIDOR IDENTITY (GRUEN LEAD)

Gruen will develop a comprehensive urban design strategy for the following areas:

- Arrow Highway Corridor between Azusa Canyon Road and Vincent Avenue (approx. 1 mile of length)
- Extension from Irwindale Avenue to Gladstone Street (approx. 1/2 mile in length)

The first scale of this work will involve analyzing and proposing enhancements for the entire length of the public right-of-way of the identified street segments. This will involve complete street strategies such as sidewalk enhancements, traffic lane width assessments, parking configuration, median design where applicable, and tree planting throughout the street lengths.

We will then identify and analyze key intersections along both streets and offer strategies for traffic calming, and reducing vehicle-pedestrian conflict. We will identify strategies for easing pedestrian crossing distance and walkability. This will include crosswalks, bulb-outs and if needed, the introduction of parklets in select locations.

We will also identify existing retail nodes along the streets and enhance these nodes through signage, paving, landscape and public art to enhance their identity as unique destinations.

Finally, we will identify vacant parcels, and underutilized properties along the streets and work with City staff to propose land uses that are compatible with the overall vision.

One of the key aspects of this effort will be to seek ways to distinguish both these streets from one another, not just in terms of their zoning and land uses, but also their visual character and quality.

As an Optional Task, we will provide conceptual visualizations that show the proposed ideas for both streets. As seen in the project pages provided in this document, Gruen has significant expertise in creating compelling visualizations in multiple mediums as desired by the City.

Additionally, as an Optional Task, we will author design guidelines for the study area. As seen in the project page of the Paramount Commercial Design Guidelines, these guidelines will be a combination of text, images and graphics that are user-friendly and easily understandable to both community members and potential developers and stakeholders.

TASK 5 - IMPLEMENTATION STRATEGY (COLLABORATIVE WITH GRUEN)

The RSG/Gruen Team will develop the economic development tools, funding strategy, and business recruitment and retention framework. Gruen Associates will integrate corridor design recommendations into the implementation narrative. Together, the teams will produce the final Implementation and Funding Strategy deliverable and present findings to City Council and/or Economic Development staff.

- Identify applicable economic development incentive programs at federal, state, and local levels (EDA, CDBG, SB 1 trade corridor programs, Opportunity Zone eligibility assessment)
- Evaluate Business Improvement District (BID) or Property-Based Improvement District (PBID) feasibility for the corridor
- Develop a business retention strategy including outreach framework, City touchpoint protocols, and early warning indicators for at-risk businesses
- Prepare a retail recruitment strategy with target business category priorities, broker outreach materials, and a site-ready marketing package concept
- Draft implementation matrix with prioritized actions, responsible parties, estimated costs, proposed funding sources, and timeframes
- Prepare Council/public presentation materials (RSG to lead data and findings slides; Gruen to lead design slides)

PROJECT MANAGEMENT & ONGOING COORDINATION

RSG's Principal will serve as Project Manager and primary client point-of-contact for this engagement, coordinating with City staff and Gruen Associates, overseeing the analytical team, and ensuring all deliverables meet RSG quality standards. Aram, the Associate, will take the lead on analysis and report writing for all tasks, while Kendall, the Analyst, will support with data collection, GIS, and modeling. Project management activities include regular check-ins with City staff, written status updates, subconsultant coordination, and preparation and delivery of presentations.

DELIVERABLES

The following deliverables are included within RSG/Gruen Team's scope:

- Task 1 - Corridor property and land use database; baseline sales tax data compilation
- Task 2 - Market Analysis Report including trade area profile, spending gap analysis, leakage/surplus findings, competitive assessment, and target retail category recommendations
- Task 3 - Opportunity Site Profiles (Tier 1 and Tier 2); Phased Development Framework with feasibility narrative
- Task 4 - Street Enhancement Strategy for Arrow Highway and Irwindale Avenue.

This will include plan and section drawings, as well as diagrams that show all proposed ideas for the streets. It will also include precedent images that show comparable implemented ideas from other places that apply to this effort.

- Optional Task 1 - Up to 4 Conceptual Visualizations (3 per street).
 - Optional Task 2 - Design Guidelines. This can be a stand-alone document or amalgamated with the overall project report.
- Task 5 - Implementation and Funding Strategy (co-produced with Gruen); Retail Recruitment and Retention Program framework
- Project Management - Presentation materials for City Council and Economic Development staff; meeting notes and status updates throughout

The RSG/Gruen Team deliverables will be provided in digital format (Word/PDF) suitable for integration into the Final Retail Corridor Study Report prepared by the project team. Five hard copies of the final report will be the responsibility of the prime consultant per RFP requirements.

SCHEDULE AND MILESTONES

RSG anticipates completing the scope of work within approximately 16-18 weeks from Notice to Proceed, consistent with the City's tentative selection timeline of late March/early April 2026.

Phase	Activities	Timing (from NTP)
Initiation	Kickoff, data collection, site recon	Weeks 1-3
Market Analysis	Trade area, leakage/surplus, comp analysis	Weeks 3-8
Land Use / Opportunities	Site assessment, feasibility, phasing framework	Weeks 6-11
Design Integration (Gruen)	Corridor concept, design guidelines, review and update accordingly	Weeks 8-13
Implementation Strategy	Incentive programs, recruitment plan, funding matrix	Weeks 11-15
Final Report & Presentations	Report integration, Council presentation	Weeks 15-18

FEE PROPOSAL

RSG and Gruen propose to complete this assignment on a time and materials basis, with a not to exceed fee of **\$63,810**, excluding optional services. We have prepared an itemized breakdown of the budget by task below:

Task	RSG	Gruen	Total
1. Project Initiation & Data Collection	\$3,930		
2. Market Analysis	\$12,020		
3. Land Use & Development Opp	\$9,000		
4. Urban Design & Corridor Identity	\$0	\$31,680	
5. Implementation Strategy	\$3,660		
6. Project Management & Coord	\$3,520		
TOTAL	\$32,130	\$31,680	\$63,810
Optional: 4 Visualizations	\$0	\$8,000	
Optional: Design Guidelines	\$0	\$15,300	
TOTAL W/ OPTIONAL SERVICES	\$32,130	\$54,980	\$87,110

We would bill for these services based on the fee schedule and billing policies below.

RSG Billing Rates		Gruen Billing Rates	
Principal	\$ 305	Partner-in-Charge	\$328
Director	\$ 295	Project Manager, Dir. of Urban Design and Planning	\$280
Senior Associate	\$ 250	Dir. of Landscape Architecture	\$195
Associate	\$ 205	Senior Urban Planner/Designer	\$155
Senior Analyst	\$ 185	Junior Planner/Designer	\$145
Analyst	\$ 170		
Research Assistant	\$ 145		

RSG does not charge clients for travel or mileage (except direct costs related to field work/surveys), parking, standard telephone/fax expenses, general postage, or incidental copies. However, we do charge for messenger services and overnight shipping/express mail costs. We also charge for copies of reports, documents, notices, and support material in excess of five copies. We bill reimbursable costs at the actual expense plus a 10% surcharge.

RSG issues monthly invoices payable upon receipt, unless otherwise agreed upon in advance. Invoices identify tasks completed to date, hours expended, and the hourly rate.

REFERENCES

RSG REFERENCES

Downtown Project Market Study, Feasibility and Fiscal Impact Analysis - City of Rohnert Park

In 2022, the City acquired a vacant 30-acre site with the intention of creating a vibrant downtown mixed-use experience for residents and visitors. Initially, RSG assisted the City and legal counsel navigate potential exemptions for the surplus land act, which the HCD ultimately approved which allowed for the City to explore a horizontal mixed-use project consisting of affordable and market rate development. RSG conducted a market assessment for residential, retail, hotel, and office use in the North Bay Area region, and prepared a development feasibility and fiscal impact analysis for a range of potential development scenarios. RSG coordinated its analysis with design work led by the urban planning firm Moule & Polyzoides. RSG analyzed the financial sensitivity of key assumptions for surface and structured parking, prevailing wage, and affordable housing. RSG is continuing to assist the City negotiate with the selected developer following the City's solicitation of proposals for the project.

Contact: Paul Carey, Senior Analyst
707.585.6754 / pcarey@rpcity.org
130 Avram Ave., Rohnert Park, CA 94928

Date of Services: June 2022 - Present

East Harbor Island Eatertainment District Market Study - Port of San Diego

Under our real estate advisory services agreement, the San Diego Unified Port District requested that RSG prepare a market feasibility study to understand the potential interest by entertainment and "eatertainment" site selectors in this location along the San Diego Bayfront. The District controls tideland properties in the San Diego and South Bay area and makes them available where appropriate to private development compatible with the Port's real estate and land use needs.

The subject site is a 6-acre property in the desirable East Harbor Island area close to San Diego International Airport. The Port is simultaneously negotiating with Topgolf on an adjacent property, which would transform the area from non-public uses to a mixed-use area. Originally the Port was considering hotel uses for the site, but with some unsolicited interest from one major pickleball franchise, the Port requested RSG to validate the extent of the demand to warrant proceeding with a formal solicitation to a larger group of site selectors.

RSG's work included assessment of market conditions, including the recovery of the San Diego office and tourism industries, review of peer locations across the nation, as well as interviews of site selectors. Ultimately, we identified nearly a dozen different brands that expressed some interest in the site which in many cases would serve as an anchor for a west

coast expansion for many of these companies. Our findings were presented to the Commission in December 2023, and the Port is proceeding with an RFP in the first half of 2024.

Contact: James Hammel, Development Manager, Real Estate
San Diego Unified Port District
619.400.4761 / jhammel@portofsandiego.org
3165 Pacific Highway, San Diego, CA 92101

Date of Services: September 2023 – December 2023

Market Study for General Plan Capacity Revision – City of San Carlos

In May 2025, the City of San Carlos adopted the 2045 General Plan Reset project that updated and extended the prior 2030 General Plan development forecast. The project was completed as a result of a collaboration of City staff, planning consultants, and RSG, who was tasked specifically with preparing a market absorption forecast for residential, office, retail, and industrial space in this mid-Peninsula city. That forecast fed into growth projections and land use program updates in various targeted growth areas of the City, resulting in a more than 100% projected capacity revision of nonresidential and residential uses over the 21 year planning period.

Contact: Al Savay, Community & Economic Development Director
City of San Carlos
650. 802.4209 / asavay@cityofsancarlos.org
600 Elm Street, San Carlos, CA 94070

Date of Services: 2024-2025

GRUEN REFERENCES

Torrance Civic Center Master Plan and Economic Feasibility Study – City of Torrance

The City of Torrance Civic Center Master Plan provides a clear vision, action plan, and financial strategy for the expansion of the Civic Center through 2050. In collaboration with Torrance residents, key stakeholders, and City staff, the Project Team—comprised of Gruen Associates, Land Econ Group and Leland Saylor Associates—identified several goals and objectives for the Master Plan after careful consideration of stakeholder needs and visions for the future of the Torrance Civic Center. Key factors determined to be high priority items for the community included a vibrant mixed-use atmosphere, an abundance of outdoor gathering space, and consolidated or centrally-located civic facilities within the Civic Center.

After a detailed review of existing facilities and input from the various Civic Center stakeholders, the Project Team developed three conceptual site plan alternatives that explored how the Civic Center could meet current and future administrative and cultural needs—the pros and cons of constructing new civic buildings versus remodeling and/or

making expansions to existing buildings for key facilities including City Hall, the Police Building, and the Cultural Arts Center.

Feedback on the three alternatives will be collected and additional variations on the preferred alternative will be developed. Major factors to be evaluated is creating a sense of place for an iconic center of Torrance, efficient delivery of civic resources to the community, commercial and residential development, and being able to accommodate the technological and spatial demands of a growing City in a cost-effective manner.

Contact: Carlos Huizar, Management Associate Office of the City Manager
City of Torrance
3031 Torrance Boulevard, Torrance, CA 90503
310.618.5965 / CHuizar@TorranceCA.gov

Date of Service: 2023 – Current

City of Carson Civic Center & Performing Arts Center - City of Carson

This Vision Plan (“Plan”) for the City of Carson Civic Center seeks to explore the utilization of the 20 acres of Carson Civic Center (“Center”) to better serve current and future community needs and expectations. The Center currently consists of:

- Carson City Hall
- Carson Community/Event Center
- Surface Parking Lots
- Open Space Areas

This Plan provides a strategic vision that can lead to a new Civic Center Master Plan, and a clear action plan including a financial strategy for the development of a master plan for the Civic Center through 2030 and beyond.

The Vision Plan was developed in collaboration with the City of Carson staff. The Project Team identified several goals and objectives for the Plan. Major factors determining the ultimate uses in creating a local, regional, and international serving destination include a theme-based multi-story luxury resort hotel, experiential interactive museum, vibrant mixed-use development, a new performing art center, a modern community/event center, an abundance of indoor and outdoor gathering spaces, convention halls, outdoor theater and shopping and dining facilities.

Contact: Dr. Robert Lennox, Ed.D., Assist. City Mgr.
City of Carson
701 E. Carson Street, Carson, CA 90745
310.952.1728 / rlennox@carsonca.gov

Date of Service: Estimated Completion 2026

Paramount Downtown & Commercial Design Guidelines - City of Paramount

The City of Paramount's Commercial Design Guidelines shapes the design of buildings, sites, and public spaces in the City's commercial areas, updating the Central Business District Architecture Guidelines from 1984. New guidelines for buildings that "frame" the streetscape will support a vibrant, attractive pedestrian environment and a sense of place. Paramount Boulevard's attractive streetscape depicts a "Boulevard of Gardens", and integrating private property along the street is critical.

Previously, Gruen led a team in producing a Specific Plan (approved October 2021 and adopted in September 2023) for the area near the future West Santa Ana Branch (WSAB) light rail station at Paramount Boulevard and Rosecrans Boulevard. The North Paramount Gateway (NPG) Specific Plan entails the combination of two existing Specific Plan areas along Paramount Boulevard and slightly expands the plan area to incorporate additional key parcels along Paramount Boulevard for mixed-use developments.

Contact: John King, Planning Manager
City of Paramount
16401 Paramount Boulevard, Paramount, CA 90723
562.220.2049 / jking@paramountcity.com

Date of Service: 2023 - Current

AGREEMENT FOR CONTRACT SERVICES

By and Between

CITY OF IRWINDALE,

RSG, INC., and

GRUEN ASSOCIATES

**AGREEMENT FOR CONTRACT SERVICES BY AND BETWEEN
CITY OF IRWINDALE,
RSG, INC., AND GRUEN ASSOCIATES**

This AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this 22nd day of April, 2026 by and between the CITY OF IRWINDALE, a California Charter city and municipal corporation (“City”), RSG, INC., a California corporation (“RSG” or “”), GRUEN ASSOCIATES (“Gruen”) (RSG and Gruen shall collectively hereinafter be referred to as “Consultant”). City and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. City has sought, by issuance of a Request for Proposal, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by City to perform those services.

C. Pursuant to the City of Irwindale’s Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

RSG has partnered with Gruen as a subconsultant/subcontractor to perform the scope of services under this Agreement. In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder. As a material inducement to City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its

ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant’s Proposal.

The Scope of Service shall include Consultant’s scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform City of such fact and shall not proceed except at Consultant’s risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies

and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither Party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Eighty Seven Thousand One Hundred Ten Dollars (\$87,110.00)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8. The

Contract Sum shall be allocated as follows: total compensation, including reimbursement for actual expenses, shall not exceed thirty two thousand one hundred thirty dollars (\$32,130.00) to RSG; total compensation, including reimbursement for actual expenses, shall not exceed fifty four thousand nine hundred eight dollars (\$54,980.00) to Gruen.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

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

City shall independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

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

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

James Simon
(Name)

RSG Managing Principal
(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

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

4.3 Contract Officer.

The Contract Officer shall be the City Manager [or such person as may be designated by the Assistant City Manager]. It shall be Consultant’s responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any

persons retained by Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including “any auto” and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to Consultant’s profession. This coverage may be written on a “claims made” basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least five (5) consecutive years following the completion of Consultant’s services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of City submit written evidence of this continuous coverage.

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

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit “B”.

(g) Broader Coverages and Higher Limits. Notwithstanding anything else herein to the contrary, if Consultant maintains broader coverages and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverages and/or higher limits maintained by Consultant.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant’s insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any Party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to City. In the event any of said policies of insurance are cancelled, Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until Consultant has provided City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance

binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed]

Consultant's Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible nor shall it limit Consultant's indemnification liabilities as provided in Section 5.3.

In the event Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

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

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

(b) Consultant will promptly pay any judgment rendered against City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold City, its officers, agents, and employees harmless therefrom;

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

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

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated “A” or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City (“Risk Manager”) due to unique circumstances. If this Agreement continues for more than three (3) years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to City, Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant’s business, custody of the books and records may be given to City, and access shall be provided by Consultant’s successor in interest. Notwithstanding the above, Consultant shall fully cooperate with City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by Consultant will be at City’s sole risk and without liability to Consultant, and Consultant’s guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for City.

6.4 Confidentiality and Release of Information.

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

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

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

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

Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of City to give notice of Consultant's default shall not be deemed to result in a waiver of City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of City, the period of notice may be such shorter time as Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where Consultant has initiated termination, Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event Consultant has initiated termination, Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In

the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a Party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any

State statute or regulation. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts and Electronic Signatures.

This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. The words "execution," "signed," "signature," and words of like

import in this Agreement or in any other certificate, agreement or document related to this Agreement, shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, “pdf”, “tif” or “jpg”) and other electronic signatures (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the California Uniform Electronic Transactions Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Consultant and by the City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

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

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

Consultant's Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY IRWINDALE, a municipal corporation

Julian A. Miranda, City Manager

ATTEST:

Laura M. Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Adrian R. Guerra, City Attorney

CONSULTANT:

RSG, INC., a California corporation

By:_____
Name: James Simon
Title: President

By:_____
Name: Tara Broughton
Title: Principal & Vice President
Address: 170 Eucalyptus Avenue
Suite 200
Vista, CA 92084

GRUEN ASSOCIATES

By:_____
Name: Michael A. Enomoto
Title: Managing Partner

By: _____

Name: Larry Schlossberg

Title: Partner

Address: 6330 San Vicente Boulevard

Suite 200

Los Angeles, CA 90048

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 _____, 2026 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
☐	INDIVIDUAL	
☐	CORPORATE OFFICER	
	TITLE(S)	TITLE OR TYPE OF DOCUMENT
☐	PARTNER(S) ☐ LIMITED	
	☐ GENERAL	
☐	ATTORNEY-IN-FACT	
☐	TRUSTEE(S)	NUMBER OF PAGES
☐	GUARDIAN/CONSERVATOR	
☐	OTHER _____	
SIGNER IS REPRESENTING:		DATE OF DOCUMENT
(NAME OF PERSON(S) OR ENTITY(IES))		

		SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2026 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
☐ INDIVIDUAL	
☐ CORPORATE OFFICER	
_____ TITLE(S) ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL	_____ TITLE OR TYPE OF DOCUMENT
☐ ATTORNEY-IN-FACT	
☐ TRUSTEE(S)	_____ NUMBER OF PAGES
☐ GUARDIAN/CONSERVATOR	
☐ OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	_____ DATE OF DOCUMENT
	_____ SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”

SCOPE OF SERVICES

The consultant shall provide professional planning, market, and economic analysis services, including but not limited to:

Retail Market and Land Use Feasibility Study: analyze the City’s retail demand and identify current and future retail needs to ensure economic growth along+ the Arrow Highway. The first section of the project will involve data collection, review, and analysis of the retail trade area and retention strategy to keep businesses in Irwindale and attract new businesses.

Task 1: Project Initiation & Data Collection

- Kickoff meeting with City staff to review project goals and expectations
- Review existing plans, zoning, traffic data, and previous studies
- Conduct site reconnaissance and inventory of existing land uses

Task 2: Market Analysis

- Analyze current retail trends, trade area demographics, and spending patterns
- Assess retail leakage/surplus and unmet market demand
- Identify key commercial sectors with growth potential

Task 3: Land Use & Development Opportunities

- Evaluate development potential of key sites
- Recommend land use and zoning adjustments, if applicable
- Identify opportunity areas for retail, dining, entertainment, and mixed-use

Task 4: Urban Design & Corridor Identity

- Suggest design enhancements, signage, landscaping, and branding elements
- Provide conceptual visualizations or design guidelines (optional task)

Task 5: Implementation Strategy

- Recommend economic development tools (incentives, partnerships, grants)
- Provide phasing, funding, and implementation recommendations
- Present findings to City Council and/or Economic Development staff

Deliverables

- Market Analysis Report
- Opportunity Site Profiles
- Corridor Concept Plan or Illustrative Map
- Implementation and Funding Strategy
- Final Retail Corridor Study Report (digital + 5 hard copies)
- Presentation materials for public or Council meetings

All work product is subject to review and acceptance by City, and must be revised by Consultant without additional charge to City until found satisfactory and accepted by City.

EXHIBIT “B”
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

N/A

EXHIBIT “C”
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks at the following rates:

Task	RSG	Gruen	Total
1. Project Initiation & Data Collection	\$3,930		
2. Market Analysis	\$12,020		
3. Land Use & Development Opp	\$9,000		
4. Urban Design & Corridor Identity	\$0	\$31,680	
5. Implementation Strategy	\$3,660		
6. Project Management & Coord	\$3,520		
TOTAL	\$32,130	\$31,680	\$63,810
Optional: 4 Visualizations	\$0	\$8,000	
Optional: Design Guidelines	\$0	\$15,300	
TOTAL W/ OPTIONAL SERVICES	\$32,130	\$54,980	\$87,110

- II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as a part of the final payment upon satisfactory completion of services.**
- III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3.**
- IV. City will compensate Consultant for the Services performed upon submission of a valid invoice, in accordance with Section 2.2. Each invoice is to include:**
- A.** Line items for all the work performed, the number of hours worked, and the hourly rate.
 - B.** Line items for all materials and equipment properly charged to the Services.
 - C.** Line items for all other approved reimbursable expenses claimed, with supporting documentation.
 - D.** Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- V. The total compensation for the Services shall not exceed \$ 42,500.00, as provided in Section 2.1 of this Agreement.**
- VI. Consultant’s billing rates for all personnel are attached as Exhibit “C-1”.**

EXHIBIT “C-1”

CONSULTANT PERSONNEL BILLING RATES

RSG Billing Rates	
Principal	\$ 305
Director	\$ 295
Senior Associate	\$ 250
Associate	\$ 205
Senior Analyst	\$ 185
Analyst	\$ 170
Research Assistant	\$ 145

Directly related job expenses not included in the above rates are: parking, standard telephone/fax expenses, general postage, or incidental copies, messenger services and overnight shipping/express mail costs. Copies of reports, documents, notices, and support materials in excess of five copies. Directly related job expenses will be billed at actual expense plus a 10% surcharge.

Monthly invoices payable upon receipt. .

Gruen Billing Rates

Partner-in-Charge	\$328
Project Manager, Dir. of Urban Design and Planning	\$280
Dir. of Landscape Architecture	\$195
Senior Urban Planner/Designer	\$155
Junior Planner/Designer	\$145

EXHIBIT “D”
SCHEDULE OF PERFORMANCE

Consultant shall perform all Services timely and shall commence work upon contract authorization and receipt of necessary project data.

Consultant shall provide the City a Draft report within 90 calendar days of commencement of work. Consultant shall thereafter provide the City with the Final report within 30 calendar days of receiving City staff feedback.

The Contract Officer may approve extensions for performance of the Services in accordance with Section 3.2.

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City of
IRWINDALE
AGENDA REPORT

Date: April 22, 2026
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Public Hearing and Approval of an Energy Services Agreement with Syserco Energy Solutions, Inc. for City Facilities Energy Efficiency Improvements

City Manager's Recommendation:

Open the public hearing, hear any public comment, and continue the public hearing to the special City Council meeting of May 13, 2026 at 10:00 a.m.

Administrative Action:

Submitted/Prepared by:

Elizabeth Rodriguez, Public Services Director



Reviewed by:

Adrian R. Guerra, City Attorney

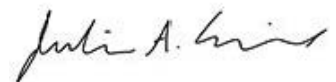


Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

On October 6, 2025, the City Council approved a Non-Binding Letter of Intent (LOI) with Syserco Energy Solutions (SES) and authorized a no-cost Investment-Grade Audit to evaluate energy efficiency opportunities across City facilities. Following several months of analysis, SES identified a

comprehensive package of energy conservation measures designed to reduce operational costs and improve infrastructure efficiency.

On February 25, 2026, SES presented their findings to City Council. As a result, council requested staff to 1) refine solar option; 2) prioritize viable sites; 3) evaluate which energy savings measures make sense financially; and 4) develop a clearer project scope and savings at the March 25th meeting.

At the March 25, 2026 City Council meeting, SES and City staff presented the final scope of work, which included a new carport with solar panels for the Police Department and Community/Senior Center Parking Lots, new rooftop solar panels for Irwindale City Hall, Building Envelope Sealing for city-wide facility doors, smart irrigation and booster pumps for city parks, replacement of skylights at the Community and Senior Centers, and thermostat upgrades at city-wide facilities. City Council also provided staff with direction to utilize the current funding available in FY 2025-2026 Community Center Skylight Replacement Capital Improvement Program (CIP) Project No. 8249 with the remaining balance to be paid for using the General Fund reserves.

Inflation Reduction Act (SOLAR)

SES, on behalf of the City of Irwindale, will submit an application for up to a 50% solar incentive, which totals approximately \$1,180,000. The Inflation Reduction Act provides for a 30% Investment Tax Credit for Solar PV systems if the City places the project in service before December 31, 2027. Alternatively, if the city meets the safe harbor requirement to begin construction before July 4, 2026, the project may be finished within four (4) years and still qualify for the income tax credit. Additionally, to receive the full 30% base credit, projects over 1 MW must meet prevailing wage and apprenticeship standards. The safe harbor requirement can be met for all projects by performing “Physical Work of a Significant Nature” on site prior to the deadline, or, as an alternative for projects under 1.5 Megawatts (MW), accruing 5% of the project’s total cost prior to the deadline.

SES will also apply for the following bonus credits:

- **Domestic Content:** An additional 10% credit is available for meeting domestic content requirements (100% threshold for structural iron and steel and 50% threshold for manufactured components for projects beginning in 2026). SES anticipates capturing this credit bonus.
- **Energy Communities:** Up to an extra 10% is available for projects located in designated energy communities. SES anticipates capturing this credit bonus.
- **Low-income Community Projects:** An additional 10% for low-income community projects. However, the proposed solar locations at the City of Irwindale are not designated as a low-income community according to the US Department of Energy and are not eligible for this credit.

Failure to meet these deadlines means losing the Investment Tax Credit for the project.

In accordance with California Government Code Section 4217.10 – 4217.18, public agencies are allowed to set and implement policies that assist in developing energy conservation, cogeneration, and alternate energy supply sources for its facilities.

Additionally, pursuant to these sections of the codes, public agencies may enter into energy service agreements when the anticipated cost of energy services is less than the projected cost of energy consumption without improvements. Staff recommends that the City Council waive the formal bidding process in accordance with Government Code Sections 4217.12–4217.16 and Irwindale Municipal Code Section 3.44.080(H), based on findings that the project will result in long-term cost savings to the City, and in the best interest of the city. These findings are supported by historical utility usage data from Southern California Edison, Southern California Gas Company, and Valley County Water District.

This proposed project is exempt from the California Environmental Quality Act (CEQA) under Guidelines Section 15268 (Ministerial Projects), as the improvements are based on objective criteria and involve minimal discretionary judgment.

The City Attorney has reviewed and approved the contract to form with SES.

Staff recommend that the City Council approve the Energy Services Agreement with SES, waive the competitive bidding process, and authorize the necessary budget appropriations to proceed with the project.

Fiscal Impact:

The total project cost is \$3,075,000, with an initial down payment of \$410,000 required to initiate the project. Adoption of Resolution No. 2026-26-3737 authorizes the Finance Director to amend the FY 2025-2026 adopted budget by renaming the existing CIP Project No. 8249 - Community Center Skylight Replacement to City Facilities Energy Efficiency Improvement and use its \$300,000 budget along with an additional appropriation of \$73,205 from the Development Impact Fees Fund reserves, plus \$2,701,795 from the General Fund reserves to fund this project..

SES will apply on behalf of the City for available federal incentives under the Inflation Reduction Act, including a potential 50% solar investment tax credit estimated at \$1,180,000. These incentives are contingent upon meeting strict construction and funding deadlines.

Below is a breakdown of the costs associated with this project:

PROJECT DEVELOPMENT & GENERAL CONDITIONS	SOLAR PROJECT	BUILDING ENVELOPE SEALING	SMART IRRIGATION & BOOSTER PUMPS	SKYLIGHTS	THERMOSTAT UPGRADE	TOTAL
\$175,000	\$2,375,000	\$60,151	\$70,045	\$377,257	\$17,547	\$3,075,000*

Attachments:

1.	Public Hearing for Energy Services Contract - RESOLUTION
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RESOLUTION NO. 2026-26-3737

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING CERTAIN FINDINGS, APPROVING AN ENERGY SERVICE CONTRACT, AND APPROPRIATING FUNDS FOR ENERGY RELATED IMPROVEMENTS TO CITY FACILITIES WITH SYSERCO ENERGY SOLUTIONS, INC. IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 4217.10 TO 4217.18

WHEREAS, on October 6, 2025, the City Council unanimously approved the city's entry into a non-binding letter of intent (LOI) with Syserco Energy Solutions (SES) for an Energy Services Agreement under California Government Code 4217, and a Notice to Proceed for a NO-COST Investment-Grade Audit; and

WHEREAS, City Staff worked with SES completed a walk-through, audit, and analysis of city facilities and identified specific energy conservation measures, cost savings, and potential funding mechanisms; and

WHEREAS, on February 25, 2026, SES presented their findings to City Council. As a result, council requested staff provide and present recommendations at the March 25th City Council meeting; and

WHEREAS, at the March 25, 2026 City Council meeting, SES and City staff presented the final scope of work, which included a new carport with solar panels for the Police Department and Community/Senior Center Parking Lots, new rooftop solar panels for Irwindale City Hall, Building Envelope Sealing for city-wide facility doors, smart irrigation and booster pumps for city parks, replacement of skylights at the Community and Senior Centers, and thermostat upgrades at city-wide facilities. City Council also provided staff with direction to utilize the current FY25/26 Skylight Replacement Project Capital Improvement Project (CIP) funding with the remaining portion of the project paid for using general fund reserves; and

WHEREAS, SES, on behalf of the City of Irwindale, will submit an application for approximately 50% solar incentive under the Inflation Reduction Act (SOLAR), which totals approximately \$1,180,000; and

WHEREAS, pursuant to California Government Code Section 4217.10 TO 4217.18, public agencies are allowed to set and implement policies that assist in developing energy conservation, cogeneration, and alternate energy supply sources for its facilities and may enter into energy service agreements when the anticipated cost of energy services is less than the projected cost of energy consumption without improvements; and

WHEREAS, as a result, staff recommends that the City Council waive the formal bidding process in accordance with Government Code Sections 4217.12 – 4217.16 and

Irwindale Municipal Code Section 3.44.080 (H), based on findings that the project will result in long-term cost savings to the City and these findings are supported by historical utility usage data from Southern California Edison, Southern California Gas Company, and Valley County Water District; and

WHEREAS, this proposed project is exempt from the California Environmental Quality Act (CEQA) under Guidelines Section 15268 (Ministerial Projects), as the improvements are based on objective criteria and involve minimal discretionary judgement; and

WHEREAS, an Energy Services Agreement with SES must be executed by the City Manager to authorize them to begin their work as specified in the agreement; and

WHEREAS, the total project cost is \$3,075,000, with an initial down payment of \$410,000 required to start the project; and

WHEREAS to establish the project, staff recommend renaming the existing Community Center Skylight Replacement CIP Project No. 8249 to City Facilities Energy Efficiency Improvement and use its \$300,000 budget along with an additional appropriation of \$73,205 from the Development Impact Fees Fund reserves, plus \$2,701,795 from the General Fund reserves to fund this project.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE 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 of the City of Irwindale hereby finds that pursuant to California Government Code Section 4217.10 TO 4217.18, public agencies are allowed to set and implement energy conservation policies for its facilities and may enter into energy service agreements when the anticipated cost of energy services is less than the projected cost of energy consumption without improvements.

SECTION 3. The City Council of the City of Irwindale hereby waives the formal bidding process for the design, construction, and installation of energy conserving projects with SES pursuant to California Government Code Section 4217.10 TO 4217.16 and Irwindale Municipal Code Section 3.44.080 (H), based on findings that the project will result in long-term cost savings, which is in the best interest of the City.

SECTION 4. The City Council hereby authorizes the City Manager to enter into an Energy Services Agreement with SES for the design, procurement, construction, and installation of energy conserving projects in the amount not-to-exceed \$3,075,000.

SECTION 5. The City Council hereby authorizes the Finance Director to amend the FY 2025-2026 adopted budget by renaming CIP Project No. 8249 from Community

Center Skylight Replacement to City Facilities Energy Efficiency Improvement and using its \$300,000 budget along with an additional appropriation of \$73,205 from the Development Impact Fees Fund reserves, plus \$2,701,795 from the General Fund reserves to fund this project.

SECTION 6. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or the application thereof to any person or circumstances, is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the application of any other section, subsection, sentence, clause, phrase, or portion of this Resolution, and to this end the invalid or unconstitutional section, subsection, sentence, clause, phrase of this Resolution are declared to be severable. The City Council hereby declares that it would have adopted this Resolution and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.

SECTION 7. 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 22nd day of April 2026.

H. Manuel Ortiz, 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. 2026-26-3737 duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 22nd day of April 2026, by the following vote:

Resolution No. 2026-26-3737

Page 3

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

FEBRUARY 11, 2026
WEDNESDAY
7:49 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 Mark A. Breceda, Larry G. Burrola, Manuel R. Garcia, Mayor Pro Tem Albert F. Ambriz, Mayor H. Manuel Ortiz

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

AB 2449 DISCLOSURES

None.

CONSENT CALENDAR

A motion was made by Councilmember Breceda, seconded by Councilmember Burrola, to approve the Consent Calendar. The motion was unanimously approved.

ITEM NO. 28A

MINUTES OF THE MEETING HELD NOVEMBER 12, 2025

The minutes of the meeting held November 12, 2025, were approved as presented.

ITEM NO. 28B

WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

END OF CONSENT CALENDAR

SPONTANEOUS COMMUNICATIONS

None.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 7:50 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

**FEBRUARY 11, 2026
WEDNESDAY
7:50 P.M.**

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

ROLL CALL:

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

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

A motion was made by Vice Chair Ambriz, seconded by Board Member Burrola, to approve the Consent Calendar. The motion was unanimously approved; Board Member Breceda recused on Item No. 32B.

ITEM NO. 32A

MINUTES OF THE MEETING HELD NOVEMBER 12, 2025

The minutes of the meeting held November 12, 2025, were approved as presented.

ITEM NO. 32B

APPROVAL OF HOUSING AUTHORITY OWNED 10-ACRE SITE FOR THE CITY OF IRWINDALE'S ANNUAL 4TH OF JULY FIREWORKS DISPLAY SPECTACTULAR EVENT

Resolution No. HA 2026-01-150, entitled: "A RESOLUTION OF THE BOARD OF DIRECTORS OF THE IRWINDALE HOUSING AUTHORITY AUTHORIZING AND APPROVING THE USE OF THE 10-ACRE SITE ON ALLEN DRIVE, ASSESSOR PARCEL NUMBER 8417-34-912, FOR THE CITY OF IRWINDALE'S JULY 4, 2026, FIREWORKS DISPLAY SPECTACULAR EVENT," was adopted; Board Member Breceda recusing himself.

SPONTANEOUS COMMUNICATIONS

There were no speakers.

At 7:51 p.m., the Housing Authority Board took a short recess. At this time, Board Member Breceda left the meeting since he had conflicts of interest with the remaining items on the agenda.

At 8:01 p.m., the Housing Authority Board reconvened with all members present.

NEW BUSINESS

ITEM NO. 34A

PRESENTATION ON THE FORMER DOMINGUES SITE – COG FEASIBILITY STUDY

Executive Director Miranda declared a potential conflict of interest with this matter as well as with Item No. 35B and exited the Council Chambers at 8:01 p.m.

Housing Coordinator introduced the report, after which Brielle Salazar, Manager of the San Gabriel Valley Regional Housing Trust, who continued the presentation.

Board Member Garcia stated that it is perhaps premature to discuss this matter and that it may be best to wait to discuss it along with the additional property, should the Board successfully acquire it, to which Housing Coordinator Lopez stated that the intent of the report was simply to provide updated information to the Board. He also stated that, as part of the grant, staff receive additional support through EPS to continue to provide design assistance and help prepare a notice of availability for solicitation, once ready, as well as to help review the assessments from developers.

Responding to a concern from Board Member Garcia, Coordinator Lopez stated that greenery buffers could be installed between the Board's property and the neighboring property to serve as an aesthetic barrier and to aid in sound absorption.

Vice Chair Ambriz suggested that the development design match that of the current Las Casitas building and expressed his opposition to high density housing.

In response to a question from Vice Chair Ambriz, Coordinator Lopez stated that the Board will have control over what the project looks like. Staff will return to seek further project-design guidance from the Board.

As requested by Chair Ortiz, Coordinator Lopez discussed three and two-story building options and features. Chair Ortiz then requested a copy of the PowerPoint presentation, which Assistant Executive Director Olivares stated would be provided to the Board members in their weekly update packets.

ITEM NO. 34B
UPDATE ON THE ALLEN DRIVE 10-ACRE SITE

Coordinator Lopez presented Paul Marrow with Keyser Marson, who began the presentation, followed by Diego Velasco from Citythinkers Urban Design, who provided additional details. The report was then concluded by Mr. Marrow.

Board Member Garcia expressed concern over state requirements, to which Coordinator Lopez stated that developers might be able to assist the Housing Authority Board to navigate safely through requirements such as the prevailing wage process.

Board Member Garcia stated his preference in selling the property.

Board Member Burrola opposed building townhomes and spoke on the need to seek funding for the project, to which Coordinator Lopez stated that the goal of the feasibility study was to analyze the logistics in developing housing at the site as well as to identify potential funding sources, and added that staff can work to navigate state-imposed requirements.

Vice Chair Ambriz stated that he was not in favor of selling the land.

Board Member Garcia asked whether the City would retain control over who receives ownership of the new housing units, to which Coordinator Lopez stated that developers in past have been able to create specific criteria to have the opportunity to move into rental units. He cautioned against limiting opportunities from individuals and spoke on the need to comply with all applicable laws.

Chair Ortiz favored developing the project in phases and spoke on the need to include both single-family homes and town homes, though there is still much left to figure out.

Consensus was reached to receive and file the report.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 9:10 p.m.

Laura M. Nieto, MMC
Chief Assistant Authority Secretary