

# CITY OF IRWINDALE

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



## NOTICE AND AGENDA FOR THE AMENDED SPECIAL AND REGULAR MEETING OF THE

### CITY COUNCIL

### SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

### HOUSING AUTHORITY

**June 24, 2026**

**SPECIAL MEETING – 5:00 PM**

**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: 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

**B. Conference with Legal Counsel - Anticipated Litigation**

Initiation of litigation [Pursuant to Government Code Section 54956.9 (d)(4)]

Number of Cases: Two (2)

**C. Conference with Labor Negotiator**

Pursuant to California Government Code Section 54957.6

Agency Designated Representatives: Julian A. Miranda, City Manager; Adrian Guerra, Legal Counsel; Kambiz Borhani, Finance Director; Mary Hull, Human Resources Manager

Employee Organizations: Unrepresented Part Time Employees

**D. Public Employee Performance Evaluation**

Pursuant to California Government Code Section 54957

Title: City Manager

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

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

**\*Agenda amended on Tuesday, June 23, 2026 at 3:15 p.m. to add Item 5E**

- 6. RECONVENE IN OPEN SESSION
- 7. REPORT FROM CLOSED SESSION
- 8. ADJOURNMENT

**REGULAR MEETING**

- 9. CALL TO ORDER
- 10. PLEDGE OF ALLEGIANCE - Led by Juan Gonzalez
- 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. PUBLIC HEARINGS

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

- A. Second Reading of Ordinance No. 820 – Adopting the Budget for Fiscal Year 2026-2027  
**Department: Finance**

Recommendation: It is recommended that the City Council and Housing Authority Board convene concurrently to conduct the duly noticed public hearing and adopt Ordinance No. 820 entitled: **“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING THE BUDGET FOR FISCAL YEAR 2026-2027,”** reading by title only and waiving further reading thereof.

**18. CONSENT CALENDAR****A. Minutes of the Meetings Held April 22, 2026*****Department: City Clerk***

Recommendation: Approve

**B. Warrants / Demands / Payroll*****Department: Finance***

Recommendation: Approve

**C. Adoption of Resolution No. 2026-53-3864 related to City Commissions*****Department: City Clerk***

Recommendation: **Adopt Resolution No. 2026-53-3864** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, RESCINDING RESOLUTION NO. 2020-60-3220 AND ESTABLISHING THE PROCESS FOR THE RECRUITMENT AND SELECTION OF MEMBERS OF BOARDS AND COMMISSIONS" reading by title only and waiving further reading thereof.

**D. Approval of Resolutions Relating to Updates to Job Specifications and Compensation and Benefits for City Employees*****Department: Human Resources***

Recommendation:

1. Adopt Resolution No. 2026-34-3845 entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING UPDATES TO EXISTING JOB SPECIFICATIONS**"; and
2. Adopt Resolution No. 2026-35-3846 entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPLACING RESOLUTION NO. 2024-62-3539 AND ADOPTING BENEFITS FOR UNREPRESENTED UNCLASSIFIED PART-TIME AT-WILL CITY EMPLOYEES**"; and
3. Adopt Resolution No. 2026-36-3847 entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING AND REPLACING RESOLUTION NO. 2025-55-3643, AND ADOPTING A SCHEDULE OF SALARIES AND BENEFITS FOR UNCLASSIFIED MANAGEMENT EMPLOYEES**"; and
4. Adopt Resolution No. 2026-37-3848 entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING AND REPLACING RESOLUTION NO. 2026-28-3839, AND ESTABLISHING THE NUMBER OF POSITIONS, SCHEDULE OF CLASSES, AND COMPENSATION FOR CITY EMPLOYEES.**"

**E. Accepting and Approving the FY 2026-2027 Donation from the Irwindale Community Foundation, and Authorizing Appropriation into FY 2026-2027 Budget*****Department: Finance***

Recommendation: **Adopt Resolution No. 2026-41-3852 entitled:** "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING THE CITY TO: 1) ACCEPT IRWINDALE

COMMUNITY FOUNDATION DONATION OF \$94,120; 2) APPROPRIATE DONATED AMOUNT INTO RESPECTIVE DIVISIONS' BUDGETS; AND 3) APPROPRIATE AND EXPEND IRWINDALE COMMUNITY FOUNDATION ADMINISTRATIVE AND OPERATING ANNUAL BUDGET OF \$44,000".

- F. Award of Contract for Construction of Refresh Citywide Arterial Street Striping and Pavement Markings; P-1076

***Department: Engineering***

Recommendation: That the City Council (1) authorize the City Manager to enter into an agreement with Superior Pavement Markings, LLC in the amount of \$298,904.00 for the Refresh Citywide Arterial Street Striping and Pavement Marking Project; P-1076, subject to final approval as to form by the City Attorney's Office (2) Approve a 10% contingency in the amount of \$29,890.40 to cover any unforeseeable conditions that may arise during construction.

- G. Award of Contract for Construction of Arrow Highway Center Median Islands Improvement Project; P-1078

***Department: Engineering***

Recommendation: That the City Council (1) authorize the City Manager to enter into an agreement with KASA Construction, Inc. in the amount of \$544,360 for the Arrow Highway Center Median Islands Improvement Project, subject to final approval as to form by the City Attorney's Office; (2) Approve a 15% project contingency in the amount of \$81,654 to cover any unforeseeable conditions that may arise during construction; (3) **adopt Resolution No. 2026-51-3862 entitled:** "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A BUDGET AMENDMENT TO THE FY 2025-2026 ADOPTED BUDGET BY APPROPRIATING AN ADDITIONAL \$225,000 FROM THE GENERAL FUND RESERVES TO THE ARROW HIGHWAY CENTER MEDIAN ISLAND (#45, #46, & #47) CAPITAL IMPROVEMENT PROGRAM PROJECT NO. 8361".

- H. Acceptance of the Safe Streets for All (SS4A) Comprehensive Safety Action Plan; P-1060

***Department: Engineering***

Recommendation: That the City Council (1) approve and accept the completion of the Safe Streets for All (SS4A) Comprehensive Safety Action Plan prepared by General Technologies and Solutions (GTS) LLC.; (2) authorize the City Clerk to record the Notice of Completion.

- I. Bulletproof Vest Partnership (BVP) grant with the Department of Justice

***Department: Police***

Recommendation: **Adopt Resolution No. 2026-54-3865** entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING THE IRWINDALE POLICE DEPARTMENT'S PARTICIPATION IN AN BALLISTIC VEST PARTNERSHIP GRANT OFFERED BY THE U.S. DEPARTMENT OF JUSTICE, AND APPROVING AN ADDITIONAL APPROPRIATION FOR RECORDING THE REVENUE AND EXPENDITURE FOR THIS GRANT IN THE CITY OF IRWINDALE'S FEDERAL FUND" reading by title only and waiving further reading thereof, thereby authorizing the Police Department to continue to seek reimbursement for ballistic vest cost through the U.S. Department of Justice Ballistic Vest Partnership Grant Act of 1998.

J. Approval of Amendment No. 1 to the Contract Services Agreement Between the City of Irwindale and Source Art

**Department: Administration**

Recommendation: That the Irwindale City Council adopt Resolution No. 2026-56-3866 entitled, "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING AMENDMENT NO. 1 TO THE SERVICES AGREEMENT WITH SOURCE ART TO PAINT FOUR (4) MURALS AT THE IRWINDALE PUBLIC LIBRARY**".

**19. 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

## 20. NEW BUSINESS

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

- A. Policy Governing Remote Participation and Enhancement of Public Participation in City Council and Commission Meetings to implement Senate Bill No. 707

***Department: City Attorney***

Recommendation: Adopt Resolution No. 2026-55-3865 to Adopt a Policy Entitled “Policy Governing Remote Participation and Enhancement of Public Participation in City Council and Commission Meetings” to implement Senate Bill No. 707.

- B. City-wide Median Island Landscape Maintenance Update

***Department: Public Services***

Recommendation: Receive and file the City-wide Median Island Landscape Maintenance Update.

- C. Amended Irwindale's Heroes Program

***Department: Administration***

Recommendation: That the Irwindale City Council approve the amendments to the Irwindale's Heroes Program.

- D. City of Irwindale Parks and Recreation Commission Request for the Irwindale City Council to Consider Conducting a Holiday Street Decorating Contest

***Department: Administration***

Recommendation: That the City Council of the City of Irwindale provide direction to staff.

## 21. CITY MANAGER’S REPORT

## 22. REQUESTS FOR AGENDA ITEMS BY CITY COUNCIL

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

## 23. ADJOURN

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

## 24. AB 2449 DISCLOSURES

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

## 25. CONSENT CALENDAR

A. Minutes of the Meeting Held April 22, 2026**Department: City Clerk**

Recommendation: Approve

B. Warrants / Demands / Payroll**Department: Finance**

Recommendation: Approve.

**26. SPONTANEOUS COMMUNICATIONS**

This is the time set aside for members of the audience to speak on items not on this agenda.

Spontaneous Communications for the Successor Agency are subject to the same State prohibitions and City guidelines as cited on the City Council agenda.

**27. ADJOURN****HOUSING AUTHORITY****28. AB 2449 DISCLOSURES**

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

**29. CONSENT CALENDAR**A. Minutes of the Meeting Held April 22, 2026**Department: City Clerk**

Recommendation: Approve

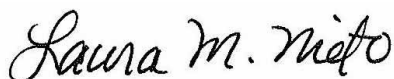
**30. SPONTANEOUS COMMUNICATIONS**

This is the time set aside for members of the audience to speak on items not on this agenda.

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

**31. ADJOURN****AFFIDAVIT OF POSTING**

I, Laura M. Nieto, Chief Deputy City Clerk, certify that I caused the \*Amended agenda for the regular meeting of the City Council, Irwindale Successor Agency to the Irwindale Community Redevelopment Agency and Housing Authority, to be held on June 24, 2026, be posted at the City Hall, Library, and Post Office on **Monday, June 22, 2026**.



Laura M. Nieto, MMC  
Chief Deputy City Clerk



Item #17.A.

*City of*  
**IRWINDALE**  
**AGENDA REPORT**

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Date: June 24, 2026

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

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

Issue: Second Reading of Ordinance No. 820 – Adopting the Budget for Fiscal Year 2026-2027

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**City Manager's Recommendation:**

It is recommended that the City Council and Housing Authority Board convene concurrently to conduct the duly noticed public hearing and adopt Ordinance No. 820 entitled: **"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING THE BUDGET FOR FISCAL YEAR 2026-2027,"** reading by title only and waiving further reading thereof.

**Administrative Action:**

**Submitted & Prepared by:**

Kambiz Borhani, Finance Director / City Treasurer



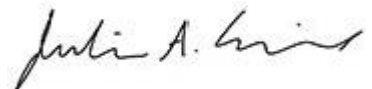
**Reviewed by:**

Jamie Koontz, Assistant City Attorney / Assistant General Counsel



**Approved by:**

Julian A. Miranda, City Manager / Executive Director



**Background and Analysis:**

On Wednesday, June 10, 2026, the City Council and Housing Authority Board held a duly noticed Public Hearing to conduct the First Reading of Ordinance No. 820 for adoption of the FY 2026-2027 Budget.

The City Council was provided with a verbal report on the FY 2026-2027 Revenue and Expenditure Budgets proposed for adoption. This report included a summary of the Budget Workshop session held on May 21, 2026, during which the City Council reviewed and approved several new budget requests related to personnel, operating and capital project budgets.

Upon the conclusion of the verbal report, the City Council opened the Public Hearing to allow for comments regarding the FY 2026-2027 Budget from both the public and council members.

### **Summary of Items Discussed:**

#### **Capital Improvement Program**

An allocation of \$173,113 of the Special Revenue Fund ("SRF"), which consisted of \$87,893 in the Gas Tax fund, \$32,777 in the Proposition C fund, \$27,860 in Measure M fund, and \$24,583 in Measure R fund was allocated to the Refresh Citywide Arterial/Street Striping & Pavement Marking (CIP Project No. 8362) that was approved by the City Council during the FY 2025-2026 budget adoption.

#### **Senior Center**

At the Budget Workshop, the City Council asked staff to obtain additional information on Hurst Ranch as a possible venue site for hosting the Christmas Party Dance special event and provide a thorough report at the first budget public hearing meeting held in June. When the item was called to order, staff provided the community with a detailed presentation, and when the hearing was declared open, residents were given an opportunity to offer testimony on this matter. Following a thoughtful review, the City Council voted to continue holding the event at its previous location, the Irwindale Community Center.

#### **Recreation**

At the Budget Workshop, a request was made to acquire risers for Kidzone and/or Tots to use during their performances at a cost of \$10,000. After deliberating the options, the City Council voted not to approve funding for this item.

#### **Administrative Services**

On June 10, 2026, the City Council approved a one-year service agreement between the City and the Irwindale Chamber of Commerce ("Chamber") for \$30,000. At this meeting, the President & CEO of the Chamber, Ms. Lily Phan, provided the City Council with a report and asked for additional funding. After evaluating the details, the City Council voted to increase the FY 2026-2027 budget by an additional \$10,000.

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Ordinance No. 820 includes Exhibit A, which lists the final revenue and expenditure budgets for all funds of the City and its agencies to be adopted for FY 2026-2027. These totals include all changes

discussed and approved by the City Council during the Budget Workshop session.

The tables below list the final FY 2026-2027 Budget Summaries for the City's two primary funds, the General Fund and Mining Impact Fund:

| <b>General Fund</b>    | <b>Revenues</b>      | <b>Expenditures</b>    | <b>Surplus /<br/>(Deficit)</b> |
|------------------------|----------------------|------------------------|--------------------------------|
| Operating Budget       | \$ 31,031,534        | \$ (31,782,071)        | \$ (750,537)                   |
| Capital/One-Time Items | 925,000              | -                      | 925,000                        |
| <b>TOTAL</b>           | <b>\$ 31,956,534</b> | <b>\$ (31,782,071)</b> | <b>\$ 174,463</b>              |

| <b>Mining Impact Fund</b>  | <b>Revenues</b>     | <b>Expenditures</b>   | <b>Surplus /<br/>(Deficit)</b> |
|----------------------------|---------------------|-----------------------|--------------------------------|
| Operating Budget           | \$ 4,425,000        | \$ (6,328,158)        | \$ (1,903,158)                 |
| Capital Projects Transfers | -                   | (92,691)              | (92,691)                       |
| <b>TOTAL</b>               | <b>\$ 4,425,000</b> | <b>\$ (6,420,849)</b> | <b>\$ (1,995,849)</b>          |

Irwindale Municipal Code (IMC) Section 901 requires the City Council to hold a public hearing on the adoption of the budget. Notice of this public hearing, which is set for June 24, 2026, at 6:00 pm, to conduct a second reading and adopt the FY 2026-2027 budget, was published in the local newspaper as well as a copy being posted at Irwindale: City Hall, Library, Post Office, and Social Media platforms on June 11th, 2026; as appropriate to give complete and adequate notice thereof, to residents of the City.

#### **Fiscal Impact:**

Adoption of Ordinance No. 820 will approve the FY 2026–2027 Budgets listed in Exhibit A for all City funds, the Housing Authority and Reclamation Authority. Note, the Boards of the Housing Authority and Reclamation Authority have separately adopted the FY 2026–2027 budgets by resolutions at their respective meetings on June 10, 2026.

The \$10,000 interdepartmental budget transfer that was taken from Recreation was added to Administrative Services as a budget-neutral reallocation. The Budget Summary for the General Fund still shows a projected surplus of \$174,463 for its Operating Budget and One-Time Items.

The General Fund Reserve balance is currently projected to be \$61.1 million at the end of FY 2025-2026. Adoption of the proposed FY 2026-2027 Budget will increase the fund balance by a \$174,463 surplus, resulting in a projected General Fund Reserve balance of approximately \$61.3 million as of June 30, 2027.

#### **Attachments:**

|    |                   |
|----|-------------------|
| 1. | Ordinance No. 820 |
| 2. | Exhibit A         |

**ORDINANCE NO. 820**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE  
ADOPTING THE BUDGET FOR FISCAL YEAR 2026-2027**

**WHEREAS**, a copy of the Proposed Budget for FY 2026-27 has been posted electronically with the City Council Agenda for public review and in the Office of the Deputy City Clerk; and

**WHEREAS**, the City Council conducted duly noticed public hearings to consider the proposed budget on June 10, 2026 and June 24, 2026.

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

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

**SECTION 2.** The budget for the City of Irwindale for Fiscal Year 2026-27 was prepared and submitted by the City Manager, and as modified by the City Council, is hereby approved and adopted. The operating and capital budget amounts are hereby authorized for the fiscal year within departments by fund, as listed on Exhibit A.

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

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

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

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

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

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

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

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

**PASSED, APPROVED, AND ADOPTED** this 24<sup>th</sup> day of June 2026.

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H. Manuel Ortiz, Mayor

ATTEST:

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Laura M. Nieto, MMC  
Chief Deputy City Clerk

State of California        }  
County of Los Angeles    } ss.  
City of Irwindale        }

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, California, do hereby certify that the foregoing Ordinance No. 820 was duly introduced at a regular City Council meeting held on the 10<sup>th</sup> day of June 2026, and adopted at a regular meeting of the City Council held on the 24<sup>th</sup> day of June 2026, by the following roll call vote:

AYES:           Councilmembers:

NOES:           Councilmembers:

ABSENT:        Councilmembers:

ABSTAIN:       Councilmembers:

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Laura M. Nieto, MMC  
Chief Deputy City Clerk

#### AFFIDAVIT OF POSTING

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

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Laura M. Nieto, CMC  
Chief Deputy City Clerk

Dated:   June 24, 2026

Exhibit A  
City of Irwindale  
FY 2026-2027  
Budget Summary

| Fund                                                            | Description                                             | FY 2026-27<br>Revenues | FY 2026-27<br>Expenditures | Surplus<br>(Deficit)<br>FY 2026-27 |
|-----------------------------------------------------------------|---------------------------------------------------------|------------------------|----------------------------|------------------------------------|
| <b><u>General Fund</u></b>                                      |                                                         |                        |                            |                                    |
| 01                                                              | General Fund                                            |                        |                            |                                    |
|                                                                 | On-Going Budget                                         | \$ 31,031,534          | \$ (31,782,071)            | \$ (750,537)                       |
|                                                                 | Capital/One-Time Items                                  | \$ 925,000             | \$ -                       | \$ 925,000                         |
|                                                                 | TOTAL GENERAL FUND                                      | \$ 31,956,534          | \$ (31,782,071)            | \$ 174,463                         |
| <b><u>Housing Authority Funds</u></b>                           |                                                         |                        |                            |                                    |
| 11                                                              | Irwindale Housing Authority                             | \$ 400                 | \$ (7,330)                 | \$ (6,930)                         |
| 12                                                              | Low & Moderate Income Housing Asset Fund                | \$ 25,000              | \$ (565,956)               | \$ (540,956)                       |
|                                                                 | TOTAL HOUSING AUTHORITY FUNDS                           | \$ 25,400              | \$ (573,286)               | \$ (547,886)                       |
| <b><u>Mining Impact Fund</u></b>                                |                                                         |                        |                            |                                    |
| 13                                                              | Mining Impact Fund                                      |                        |                            |                                    |
|                                                                 | On-Going Budget                                         | \$ 4,425,000           | \$ (6,328,158)             | \$ (1,903,158)                     |
|                                                                 | Capital Project Transfers                               | \$ -                   | \$ (92,691)                | \$ (92,691)                        |
|                                                                 | TOTAL MINING IMPACT FUND                                | \$ 4,425,000           | \$ (6,420,849)             | \$ (1,995,849)                     |
| <b><u>Reclamation Authority Funds</u></b>                       |                                                         |                        |                            |                                    |
| 14                                                              | Reclamation                                             | \$ 35,750              | \$ (15,750)                | \$ 20,000                          |
| 19                                                              | Olive Pit Royalty                                       | \$ 3,549,500           | \$ (3,525,000)             | \$ 24,500                          |
|                                                                 | TOTAL RECLAMATION AUTHORITY FUNDS                       | \$ 3,585,250           | \$ (3,540,750)             | \$ 44,500                          |
| <b><u>Special Revenue &amp; Grant Funds</u></b>                 |                                                         |                        |                            |                                    |
| 15                                                              | AB939 Recycling                                         | \$ 364,190             | \$ (364,190)               | \$ -                               |
| 21                                                              | State Gas Tax                                           | \$ 91,493              | \$ (91,493)                | \$ -                               |
| 22                                                              | Air Quality Management District                         | \$ 750                 | \$ (750)                   | \$ -                               |
| 25                                                              | Proposition A                                           | \$ 39,565              | \$ (39,565)                | \$ -                               |
| 26                                                              | Proposition C                                           | \$ 32,777              | \$ (32,777)                | \$ -                               |
| 27                                                              | Measure R                                               | \$ 24,583              | \$ (24,583)                | \$ -                               |
| 28                                                              | TDA Article 3                                           | \$ 5,000               | \$ (5,000)                 | \$ -                               |
| 29                                                              | Measure M                                               | \$ 27,860              | \$ (27,860)                | \$ -                               |
| 30                                                              | Measure W                                               | \$ 470,000             | \$ (470,000)               | \$ -                               |
| 32                                                              | Community Development Block Grant                       | \$ 21,238              | \$ (21,238)                | \$ -                               |
|                                                                 | TOTAL SPECIAL REVENUE & GRANT FUNDS                     | \$ 1,077,456           | \$ (1,077,456)             | \$ -                               |
| <b><u>Assessment / Community Facilities Districts Funds</u></b> |                                                         |                        |                            |                                    |
| 44                                                              | IBC Street Lighting & Maintenance District              | \$ 19,590              | \$ (19,590)                | \$ -                               |
| 45                                                              | IBC Sewer Maintenance District                          | \$ 127,680             | \$ (52,680)                | \$ 75,000                          |
| 46                                                              | Community Facilities District No. 2025-1                | \$ -                   | \$ (25,000)                | \$ (25,000)                        |
|                                                                 | TOTAL ASSESSMENT / COMMUNITY FACILITIES DISTRICTS FUNDS | \$ 147,270             | \$ (97,270)                | \$ 50,000                          |
| <b><u>Capital Projects Funds</u></b>                            |                                                         |                        |                            |                                    |
| 47                                                              | Development Impact Fees                                 | \$ 878,955             | \$ -                       | \$ 878,955                         |
| 48                                                              | Capital Improvement Projects                            | \$ 525,792             | \$ (741,292)               | \$ (215,500)                       |
|                                                                 | TOTAL CAPITAL PROJECTS FUNDS                            | \$ 1,404,747           | \$ (741,292)               | \$ 663,455                         |
| <b>TOTAL BUDGET - ALL FUNDS:</b>                                |                                                         | <b>\$ 42,621,657</b>   | <b>\$ (44,232,974)</b>     | <b>\$ (1,611,317)</b>              |

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

**ROLL CALL:**

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

Absent: Councilmember Mark A. Breceda

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

**AB 2449 DISCLOSURES**

None.

**SPONTANEOUS COMMUNICATIONS**

There were no speakers.

**RECESS TO CLOSED SESSION**

At 5:05 p.m., the City Council / Housing Authority met in Closed Session to discuss the following:

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

ACTION: Information provided by staff, discussed, direction provided by Council; no reportable action.

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

Agency Negotiator: Julian A. Miranda, City Manager

Negotiating Parties: Waste Management

Under Negotiation: Acquisition of Property

ACTION: Information provided by City Manager, brief discussion, no direction provided; no action taken.

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)

ACTION: Information provided to Council, brief discussion; no direction provided nor any action taken.

**RECONVENE IN OPEN SESSION**

At 6:25 p.m., the City Council Authority reconvened in Open Session.

**ADJOURNMENT**

There being no further business to conduct, the meeting was adjourned at 6:26 p.m.

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Laura M. Nieto, MMC  
Chief Deputy City Clerk

The Irwindale **CITY COUNCIL** met in a regular meeting 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; 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 Exhibit A to Item No. 19G was not included in the initial report, though a copy is now at the dais for the Councilmembers' reference.

**COUNCILMEMBER TRAVEL REPORTS**

Mayor Pro Tem Ambriz requested that Item No. 19G be removed from the Consent Calendar for separate discussion. He also commended Mayor Ortiz and all staff that assisted in the recent State of the City address, noting that it was a great success. He also suggested possibly discussing the use of e-bikes at the parks, especially considering the upcoming Music in the Park concerts which result in higher attendance levels.

**COUNCILMEMBER COMMENTS**

Mayor Ortiz wished Councilmember Burrola a happy birthday.

**INTRODUCTION OF NEW EMPLOYEES / PROMOTIONS**

**ITEM NO. 17A**

**INTRODUCTION OF IRWINDALE POLICE OFFICER CHRISTOPHER MIRANDA**

The introduction was made.

**PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS**

**ITEM NO. 18A**

**PROCLAMATION PROCLAIMING APRIL AS AUTISM AWARENESS MONTH**

The proclamation was made.

ITEM NO. 18B

RECOGNITION TO OPTIONS FOR LEARNING IN HONOR OF THEIR 25-YEAR ANNIVERSARY CELEBRATION

The recognition was made.

ITEM NO. 18C

PROCLAMATION ON RECYCLING AND ORGANICS SEPARATION IN HONOR OF EARTH DAY 2026

The proclamation was made.

ITEM NO. 18D

CHAMBER OF COMMERCE BUSINESS OF THE MONTH – KEARNY REAL ESTATE (JANUARY); REALTY ONE (FEBRUARY); ANDY LU PHOTOGRAPHY (MARCH)

The presentations were made.

ITEM NO. 18E

IRWINDALE CHAMBER OF COMMERCE QUARTERLY UPDATE

The presentation was made.

**CONSENT CALENDAR**

A motion was made by Mayor Pro Tem Ambriz, seconded by Councilmember Breceda, to approve the Consent Calendar, except for Item No. 19G, which was removed for separate consideration. The motion was unanimously approved.

ITEM NO. 19A

MINUTES OF THE MEETING HELD FEBRUARY 11, 2026

The minutes of the meeting held February 11, 2026, were approved as presented.

ITEM NO. 19B

WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

ITEM NO. 19C

INVESTMENT QUARTERLY REPORT FOR FISCAL QUARTER ENDING MARCH 31, 2026

The City Council received and filed the Investment Quarterly Report for the fiscal quarter ending March 31, 2026.

ITEM NO. 19D

WARD OF CONTRACT TO HELIX ENVIRONMENTAL PLANNING, INC.

The City Council approved 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 the City Manager was authorized to execute the agreement subject to City Attorney approval as to form.

ITEM NO. 19E

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

**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," was adopted.

ITEM NO. 19F

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

**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," was adopted.

ITEM NO. 19H

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

The City Council approved 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 authorized the City Manager to execute a City-County Memorandum of Agreement for this program.

**END OF CONSENT CALENDAR**

ITEM NO. 19G

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

Councilmember Ambriz spoke on his excitement in approving this item since the four affected employees work very hard for the City.

**Resolution No. 2026-28-3839**, entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING AND REPLACING RESOLUTIONS NO. 2025-54-3642, AND ESTABLISHING THE NUMBER OF POSITIONS, SCHEDULE OF CLASSES, AND COMPENSATION FOR CITY EMPLOYEES," was adopted on the motion of Councilmember Breceda, seconded by Councilmember Garcia, and unanimously approved.

**SPONTANEOUS  
COMMUNICATIONS**

There were no speakers.

**NEW BUSINESS**

**ITEM NO. 21A**

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

Benefits Administrator Leon presented the report.

**Resolution No. 2026-29-3840**, entitled: "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," was adopted, and

**Ordinance No. 818**, entitled: "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY COUNCIL OF THE CITY OF IRWINDALE AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM," was introduced for first reading, reading by title only and waiving further reading thereof, on the motion of Mayor Pro Tem Ambriz, seconded by Councilmember Breceda, and unanimously approved.

**ITEM NO. 21B**

AWARD OF CONSULTING CONTRACT WITH RSG, INC. AND GRUEN ASSOCIATES FOR RETAIL CORRIDOR STUDY AND ECONOMIC DEVELOPMENT STRATEGIC PLAN OF ARROW HIGHWAY

City Attorney Guerra noted that an analysis has been conducted since certain councilmembers own residential properties within 500 feet of the Arrow Highway corridor and explained how it was determined that all councilmembers may participate in discussing this item.

Assistant to the City Manager Espino presented the staff report.

Mayor Pro Tem Ambriz noted that the Council has discussed this matter on numerous occasions throughout the years where reports are prepared and ultimately shelved with no action having been taken and stated that he would want to avoid that occurring again. He also discussed his

reservations about working with RSG again, recommended hiring a different firm, and suggested completing another market study.

Assistant to the City Manager Espino noted that RSG and Green & Associates were rated the highest by the interview panel as being the most capable of delivering the results that align with the wishes of the Council.

Councilmember Breceda noted that, although the Council has a vision for certain businesses along the corridor, these do not always materialize since Irwindale has a small population. He also stated his belief that RSG has done a good job in the past and would not mind working with them again.

Councilmember Burrola stated that retail businesses may decide to move to Irwindale depending on the surrounding buildings and noted that RSG has years of experience with Irwindale and that it would take another firm years to acquire this same level of knowledge.

Mayor Ortiz stated that he also has reservations about hiring RSG, though at this stage, it may be in the City's best interest to proceed with them. He then asked City Manager Miranda for his opinion, to which he stated that staff have done an exceptional job going through the vetting process for potential firms and felt that RSG and Gruen performed phenomenally when discussing how best to implement the City's vision and what it would take to draw more commercial and retail development to the City. He also noted that the firm's principal Jim Simon would take the lead on the project and stated he is confident in staff's vetting of the firm and its capability of delivering on the Council's vision.

**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," was adopted on the motion of Councilmember Breceda, seconded by Councilmember Garcia, and unanimously approved.

ITEM NO. 21C

VERBAL UPDATE ON DUST MITIGATION MEASURES AT UNITED ROCK PRODUCTS PIT #2

Director Chan presented the update.

Councilmember Burrola noted that he has complained about dust issues for years and that, though the measures taken to mitigate the problem have helped, it usually devolves into a bigger problem than before. He also requested that misters be used at the site before the trucks head onto the street.

Mayor Pro Tem Ambriz added that the street sweepers sometimes do not use water while sweeping and suggested that the operators take the concern seriously and that city staff must enforce the requirements of the agreements with the mining companies.

Councilmember Breceda agreed with Councilmember Burrola and said that, on occasions, the street sweeper uses too much water while sweeping and creating mud. He agreed that the dust should be controlled at the mining company property, prior to heading onto the street.

Mayor Ortiz concurred and noted that complaints have been received from Irwindale residents as well as from residents of surrounding cities. He agreed that the City should enforce agreement requirements, to which Director Chan advised that he would follow up with the mining operator to ensure they fulfill their requirements.

## **PUBLIC HEARINGS**

### **ITEM NO. 22A**

#### **PUBLIC HEARING AND APPROVAL OF AN ENERGY SERVICES AGREEMENT WITH SYSERCO ENERGY SOLUTIONS, INC. FOR CITY FACILITIES ENERGY EFFICIENCY IMPROVEMENTS**

City Manager Miranda presented the report and recommendation.

Councilmember Garcia asked when a payment schedule and a work schedule would be finalized for this project, to which City Manager Miranda advised that staff are currently working on these, which is why staff are proposing to continue this matter to the May 13 meeting.

At 7:29 p.m., Mayor Ortiz opened the public hearing.

There being no speakers, Mayor Ortiz closed the public hearing at 7:29 p.m.

As requested by Councilmember Burrola, Maintenance Worker Gary Strobehn explained that there are two meters that service both the Police Department and City Hall, with one handling loads from computers and related equipment and the second handling HVAC systems. He then discussed Syserco's service design.

Councilmember Burrola asked about the condition of the City Hall roof, to which Mr. Strobehn advised that staff is performing tests on the roof to determine its stability and sustainability for the possible addition of panels. Mr. Strobehn recommended potentially installing a new roof before adding solar panels to have warranties for both items.

Wesley with Syserco suggested allowing Syserco to perform the roof work to avoid having the City go through the RFP process to select a contractor to do the work and to avoid losing credits for the rooftop solar.

Responding to an additional question from Councilmember Burrola, Wesley indicated that the roof work was not included in the original project and, as such, would cost more, though it would be eligible for ITC credits. He added that the City would have until July 4 to begin 5% of the construction for the project, which would allow the City to receive credits.

A motion was made by Mayor Pro Tem Ambriz, seconded by Councilmember Breceda, to continue the public hearing to the meeting of May 13, 2026. The motion was unanimously approved.

### **CITY MANAGER'S REPORT**

City Manager Miranda presented the following report:

- 1) St. Cyril of Alexandria Coptic Orthodox Church is hosting a festival on April 26 and all are welcome to attend.
- 2) A "Dia de los Ninos" book day has been scheduled by the Library for April 25.
- 3) Free drive-thru household hazardous and electronic waste collection events have been scheduled for May 2 and May 16.
- 4) He also provided details on upcoming Recreation and Senior Center events.
- 5) The Mayor's Prayer Breakfast event has been scheduled for April 30.

### **REQUESTS FOR AGENDA ITEMS BY CITY COUNCIL**

Councilmember Burrola requested for funding to be moved from the General Fund to Housing to help determine the type of housing project that could be developed at the 10-acre site.

Mayor Pro Tem Ambriz requested that the report also include how the project would be financed.

Consensus was reached to add the item to the agenda for the next Council meeting.

### **ADJOURNMENT**

There being no further business to conduct, the meeting was adjourned at 7:47 p.m.

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Laura M. Nieto, MMC  
Chief Deputy City Clerk

# Accounts Payable

## Checks by Date - Summary by Check Date

User: kzhang  
Printed: 6/17/2026 2:51 PM



| Check No | Vendor No | Vendor Name                               | Check Date | Check Amount |
|----------|-----------|-------------------------------------------|------------|--------------|
| 108536   | ALLK01    | All Kinds of BBQ                          | 06/04/2026 | 1,384.38     |
| 108537   | ALLIAN02  | Alliant Insurance Svcs, Inc.- Irvine Main | 06/04/2026 | 297.00       |
| 108538   | AMAZON1   | Amazon Capital Services, Inc.             | 06/04/2026 | 565.18       |
| 108539   | AMERIC34  | American Fidelity Assurance Co            | 06/04/2026 | 6,109.74     |
| 108540   | AMESOL01  | Luis Amesola                              | 06/04/2026 | 239.89       |
| 108541   | ARIAS01   | Michael Arias                             | 06/04/2026 | 24.03        |
| 108542   | ATHENS    | Athens Services                           | 06/04/2026 | 6,049.43     |
| 108543   | Ayala01   | Leonor Ayala                              | 06/04/2026 | 750.00       |
| 108544   | AZUSALW   | Azusa Light & Water                       | 06/04/2026 | 193.60       |
| 108545   | B&BTIR    | B & B Tires Service                       | 06/04/2026 | 65.00        |
| 108546   | BARNEY    | Barney's Locksmith Service                | 06/04/2026 | 1,883.93     |
| 108547   | MIJACA    | Bay Alarm Company                         | 06/04/2026 | 600.00       |
| 108548   | BRECED04  | Mark A. Breceda                           | 06/04/2026 | 412.33       |
| 108549   | BURROL08  | Larry Burrola                             | 06/04/2026 | 43.28        |
| 108550   | CALIFO02  | California American Water                 | 06/04/2026 | 1,962.63     |
| 108551   | CHARTE01  | Charter Communications                    | 06/04/2026 | 583.63       |
| 108552   | CINTAS    | Cintas Corporation #693                   | 06/04/2026 | 139.94       |
| 108553   | COR10     | Raymond Cordova                           | 06/04/2026 | 575.00       |
| 108554   | ESPI11    | Victoria M. Espino                        | 06/04/2026 | 120.00       |
| 108555   | EVANS02   | Gloria Evans                              | 06/04/2026 | 300.00       |
| 108556   | FLORE01   | Karla Flores                              | 06/04/2026 | 980.00       |
| 108557   | GARCIA03  | Manuel Garcia                             | 06/04/2026 | 269.74       |
| 108558   | SOUTHE17  | Golden State Water Company                | 06/04/2026 | 2,425.96     |
| 108559   | GREEN021  | Patrick Green                             | 06/04/2026 | 575.00       |
| 108560   | HAMPT04   | Hampton Inn & Suites West Sacramento      | 06/04/2026 | 3,251.20     |
| 108561   | HARDY01   | Joseph Hardy                              | 06/04/2026 | 56.23        |
| 108562   | HERN23    | Lizbeth Hernandez                         | 06/04/2026 | 30.00        |
| 108563   | HINDER    | Hinderliter, De Llamas & Assoc            | 06/04/2026 | 3,959.38     |
| 108564   | INSITU01  | Insituform Technologies, Inc.             | 06/04/2026 | 21,015.91    |
| 108565   | SAMANKR1  | Samantha Krost                            | 06/04/2026 | 55.90        |
| 108566   | LACOPO    | LACPCA                                    | 06/04/2026 | 300.00       |
| 108567   | LAWEO1    | Law Enforcement Medical Services, Inc.    | 06/04/2026 | 925.00       |
| 108568   | LOPEZ25   | Nicholas Lopez                            | 06/04/2026 | 318.57       |
| 108569   | MIDAS     | Manuel C Muratalla                        | 06/04/2026 | 254.18       |
| 108570   | MICH10    | Eva Michel                                | 06/04/2026 | 81.01        |
| 108571   | MIRAND25  | Blanche V. Miranda                        | 06/04/2026 | 520.00       |
| 108572   | OFFICE03  | ODP Business Solutions, LLC               | 06/04/2026 | 298.11       |
| 108573   | OPTUM01   | OptumRx, Inc.                             | 06/04/2026 | 27,776.41    |
| 108574   | ORKINP    | Orkin Pest Control                        | 06/04/2026 | 1,216.73     |
| 108575   | ORTIZ25   | Steven Ortiz                              | 06/04/2026 | 176.15       |
| 108576   | PENA001   | Albert Penaloza                           | 06/04/2026 | 397.09       |
| 108577   | PERF03    | Performance Elevator Contractors, Inc.    | 06/04/2026 | 404.00       |
| 108578   | PETARR01  | Frank Petarra                             | 06/04/2026 | 300.00       |
| 108579   | PROPRINT  | Pro Printing, Inc.                        | 06/04/2026 | 237.01       |
| 108580   | PSHRA01   | PSHRA-SC                                  | 06/04/2026 | 50.00        |
| 108581   | RANCHO01  | Rancho Duarte Florist                     | 06/04/2026 | 460.77       |

# Accounts Payable

## Checks by Date - Summary by Check Date

User: kzhang  
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| Check No                  | Vendor No | Vendor Name                  | Check Date | Check Amount |
|---------------------------|-----------|------------------------------|------------|--------------|
| 108582                    | ROMANC    | Carmen M. Roman              | 06/04/2026 | 76.89        |
| 108583                    | ROMERO05  | Natanael Romero              | 06/04/2026 | 66.37        |
| 108584                    | SANTIL01  | Ramon Santillan Jr           | 06/04/2026 | 575.00       |
| 108585                    | SCFUELS   | SC Fuels                     | 06/04/2026 | 9,489.55     |
| 108586                    | SEMA02    | SEMA INC                     | 06/04/2026 | 4,538.70     |
| 108587                    | SMART&    | Smart & Final                | 06/04/2026 | 39.68        |
| 108588                    | GASCOM    | SoCalGas                     | 06/04/2026 | 4,505.84     |
| 108589                    | SOTO10    | David Soto Jr.               | 06/04/2026 | 575.00       |
| 108590                    | SCE02     | Southern California Edison   | 06/04/2026 | 21,813.03    |
| 108591                    | SWEET02   | Sweet Moments Photobooth LLC | 06/04/2026 | 599.00       |
| 108592                    | TAPIA01   | Matthew Tapia                | 06/04/2026 | 98.26        |
| 108593                    | ULINE01   | Uline                        | 06/04/2026 | 352.56       |
| 108594                    | VALLEY01  | Valley County Water District | 06/04/2026 | 16,479.07    |
| 108595                    | VALLEY09  | Valley View Mutual Water Co. | 06/04/2026 | 151.67       |
| 108596                    | VISION01  | Vision Service Plan - (CA)   | 06/04/2026 | 1,530.93     |
| 108597                    | WAGONER   | Pamela Wagoner               | 06/04/2026 | 770.00       |
| Total for 6/4/2026:       |           |                              |            | 150,294.89   |
| Report Total (62 checks): |           |                              |            | 150,294.89   |

# Accounts Payable

## Checks by Date - Summary by Check Number

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| Check No | Vendor No | Vendor Name                               | Check Date | Check Amount |
|----------|-----------|-------------------------------------------|------------|--------------|
| 108599   | CALIFO56  | California State Disbursement Unit        | 06/11/2026 | 604.15       |
| 108600   | CALIFO57  | California State Disbursement Unit        | 06/11/2026 | 143.07       |
| 108601   | LOSANG31  | Los Angeles County Sheriff's Dept.        | 06/11/2026 | 87.93        |
| 108602   | AGUIR01   | Evelyn Aguirre                            | 06/11/2026 | 300.00       |
| 108603   | ALLCI01   | All City Management Services, Inc         | 06/11/2026 | 1,121.70     |
| 108604   | ALLIAN02  | Alliant Insurance Svcs, Inc.- Irvine Main | 06/11/2026 | 1,157.00     |
| 108605   | AMAZON1   | Amazon Capital Services, Inc.             | 06/11/2026 | 2,201.34     |
| 108606   | AZUSALW   | Azusa Light & Water                       | 06/11/2026 | 101.40       |
| 108607   | CALIFO02  | California American Water                 | 06/11/2026 | 671.66       |
| 108608   | SANGAB11  | California Newspapers Partnership         | 06/11/2026 | 1,411.94     |
| 108609   | CASA10    | Jose Casas                                | 06/11/2026 | 158.74       |
| 108610   | CATRA01   | Catrachos Auto Dismantling                | 06/11/2026 | 1,500.00     |
| 108611   | CINTAS    | Cintas Corporation #693                   | 06/11/2026 | 142.55       |
| 108612   | CONCE01   | Concentra                                 | 06/11/2026 | 1,740.00     |
| 108613   | DeptJust  | Dept of Justice                           | 06/11/2026 | 352.00       |
| 108614   | FEDEX     | FedEx                                     | 06/11/2026 | 18.66        |
| 108615   | HILLYA01  | Hillyard/Los Angeles                      | 06/11/2026 | 19.38        |
| 108616   | HOMEDE    | Home Depot Credit Services                | 06/11/2026 | 1,676.18     |
| 108617   | HOYEN     | Noelle Hoyer                              | 06/11/2026 | 1,050.00     |
| 108618   | ABSCOB01  | Sasha Hyde                                | 06/11/2026 | 200.00       |
| 108619   | IRWIND21  | Irwindale Hand Wash & Auto Detail         | 06/11/2026 | 1,047.00     |
| 108620   | KEYSER    | Keyser Marston Associates, Inc            | 06/11/2026 | 3,500.00     |
| 108621   | LEDEZMA   | Erica Ledezma                             | 06/11/2026 | 560.00       |
| 108622   | MOUNT01   | MNRO Holdings, LLC                        | 06/11/2026 | 226.78       |
| 108623   | MORALE15  | Elizabeth Morales-Velazquez               | 06/11/2026 | 86.72        |
| 108624   | MORR01    | Jonh Morris                               | 06/11/2026 | 400.00       |
| 108625   | OFFICE03  | ODP Business Solutions, LLC               | 06/11/2026 | 1,715.29     |
| 108626   | ORTIZ03   | Norma Ortiz                               | 06/11/2026 | 346.01       |
| 108627   | PROPRINT  | Pro Printing, Inc.                        | 06/11/2026 | 266.52       |
| 108628   | QUIJ10    | Bertha Quijada                            | 06/11/2026 | 10.00        |
| 108629   | QUINO01   | Mariana Quinones                          | 06/11/2026 | 99.23        |
| 108630   | RIF01     | Rexford Industrial -14005 Live Oak, LLC   | 06/11/2026 | 22,405.75    |
| 108631   | ROSS01    | Clarence Ross                             | 06/11/2026 | 475.00       |
| 108632   | CENTRO01  | Safeguard Business Systems, Inc.          | 06/11/2026 | 389.79       |
| 108633   | SMART&    | Smart & Final                             | 06/11/2026 | 2,512.82     |
| 108634   | SCE02     | Southern California Edison                | 06/11/2026 | 23,273.29    |
| 108635   | TAPI01    | Regina Tapia                              | 06/11/2026 | 182.71       |
| 108636   | TRIANG01  | Triangle Truck Parts                      | 06/11/2026 | 19.36        |
| 108637   | UNITED11  | United Site Services of CA Inc            | 06/11/2026 | 734.70       |
| 108638   | ARAM01    | Vestis Services, LLC                      | 06/11/2026 | 483.55       |
| 108639   | AMERI02   | American Business Bank                    | 06/24/2026 | 26,001.12    |
| 108640   | AZUSAP01  | Azusa Plumbing Supply                     | 06/24/2026 | 83.08        |
| 108641   | BRITEW    | BriteWorks, Inc.                          | 06/24/2026 | 14,633.02    |
| 108642   | CANYON01  | Canyon Auto Services LLC                  | 06/24/2026 | 3,939.32     |
| 108643   | Cat Spec  | Cat Specialities Inc                      | 06/24/2026 | 1,083.65     |
| 108644   | COSTA01   | Costar Realty Information, Inc.           | 06/24/2026 | 460.41       |

# Accounts Payable

## Checks by Date - Summary by Check Number

User: kzhang  
Printed: 6/17/2026 2:52 PM



| Check No | Vendor No | Vendor Name                                 | Check Date | Check Amount |
|----------|-----------|---------------------------------------------|------------|--------------|
| 108645   | CSG01     | CSG Consultants                             | 06/24/2026 | 180.00       |
| 108646   | CWE01     | CWE                                         | 06/24/2026 | 3,817.00     |
| 108647   | DANA10    | Dana Safety Supply                          | 06/24/2026 | 1,453.04     |
| 108648   | DYNA01    | Dynamic Planning, LLC                       | 06/24/2026 | 31,563.15    |
| 108649   | ELECN01   | Elecnor Belco Electric, Inc.                | 06/24/2026 | 49,057.95    |
| 108650   | BATE01    | Elior Inc.                                  | 06/24/2026 | 2,805.00     |
| 108651   | FILLG01   | Fill Good Landscaping                       | 06/24/2026 | 415.00       |
| 108652   | FOOTH01   | Foothill Communications, Inc.               | 06/24/2026 | 835.00       |
| 108653   | GEO20     | Geo-Advantec , Inc.                         | 06/24/2026 | 3,950.00     |
| 108654   | HAZZAR01  | Hazzard Backflow Inc                        | 06/24/2026 | 1,335.00     |
| 108655   | IRWIND04  | Irwindale Chamber Of Commerce               | 06/24/2026 | 7,500.00     |
| 108656   | JOHNNY02  | Johnny's Pool Service                       | 06/24/2026 | 165.62       |
| 108657   | LANDSC    | Landscape Warehouse III Inc.                | 06/24/2026 | 40.00        |
| 108658   | LAWN01    | Lawn Mower Corner West Covina               | 06/24/2026 | 418.71       |
| 108659   | LIEBERT   | Liebert Cassidy Whitmore                    | 06/24/2026 | 5,240.00     |
| 108660   | LOSANG09  | Los Angeles County                          | 06/24/2026 | 30,786.36    |
| 108661   | LSA01     | LSA Associates, Inc.                        | 06/24/2026 | 2,212.50     |
| 108662   | MAINTE01  | Maintex                                     | 06/24/2026 | 1,089.48     |
| 108663   | MIDAS     | Manuel C Muratalla                          | 06/24/2026 | 3,173.97     |
| 108664   | MARIPO    | Mariposa Landscapes, Inc.                   | 06/24/2026 | 9,196.00     |
| 108665   | MATA02    | Francisco Mata                              | 06/24/2026 | 1,984.50     |
| 108666   | MCGRAT01  | McGrath Rentcorp                            | 06/24/2026 | 11,755.01    |
| 108667   | MOTOR02   | Motorola Solutions                          | 06/24/2026 | 1,994.78     |
| 108668   | ROADLI    | Roadline Products Inc. USA                  | 06/24/2026 | 1,460.02     |
| 108669   | ROBERT10  | RC Construction Service Inc. Robert Clapper | 06/24/2026 | 494,021.32   |
| 108670   | SIERRM01  | Marcos Sierra                               | 06/24/2026 | 665.85       |
| 108671   | SQUARE01  | Square Grove LLC                            | 06/24/2026 | 2,981.39     |
| 108672   | TITA01    | Titan Automation & Iron                     | 06/24/2026 | 760.00       |
| 108673   | TRAN01    | Transtech Engineers, Inc.                   | 06/24/2026 | 7,367.00     |
| 108674   | WESTCO05  | West Coast Arborists, Inc.                  | 06/24/2026 | 22,315.50    |

Report Total (76 checks): 820,131.97

*City of*  
**IRWINDALE**  
**AGENDA REPORT**

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Date: June 24, 2026  
To: Honorable Mayor and Members of the City Council  
From: Julian A. Miranda, City Manager  
Issue: Adoption of Resolution No. 2026-53-3864 related to City Commissions

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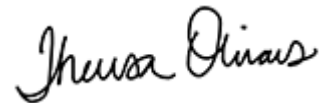
**City Manager's Recommendation:**

**Adopt Resolution No. 2026-53-3864** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, RESCINDING RESOLUTION NO. 2020-60-3220 AND ESTABLISHING THE PROCESS FOR THE RECRUITMENT AND SELECTION OF MEMBERS OF BOARDS AND COMMISSIONS" reading by title only and waiving further reading thereof.

**Administrative Action:**

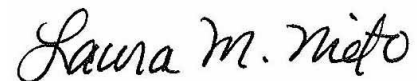
**Submitted by:**

Theresa Olivares, Assistant City Manager



**Prepared by:**

Laura Nieto, Chief Deputy City Clerk



**Reviewed by:**

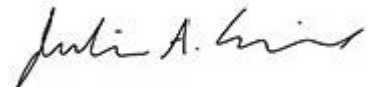
Jamie Koontz, Assistant City Attorney



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**Approved by:**

Julian A. Miranda, City Manager



**Background and Analysis:**

On January 24, 2007, the City Council adopted Resolution No. 2007-01-2187, establishing a process for the recruitment and selection of members of City boards and commissions and for filling expiring terms

in accordance with state law.

On August 12, 2020, the City Council adopted Resolution No. 2020-60-3220, amending Resolution No. 2007-01-2187 to permit the submission of late applications for appointment to City boards and commissions. The amendment provided that applications submitted up to one week prior to the City Council meeting at which appointments were to be made could be considered at the City Council's sole and absolute discretion.

Staff has found that maintaining both an advertised application deadline and a separate late application deadline has created unnecessary complexity and potential confusion for applicants. In addition, board and commission vacancies are publicly noticed in accordance with the Maddy Act, and recruitment periods are typically established well in advance of the appointment date, providing applicants with sufficient opportunity to apply for consideration.

Accordingly, staff is recommending that Resolution No. 2020-60-3220 be rescinded and replaced with a revised resolution establishing a single application deadline of one week prior to the City Council meeting at which appointments will be made. Establishing a single deadline will provide clarity to applicants, streamline the recruitment process, and ensure adequate time for staff to prepare application materials for City Council consideration.

**Fiscal Impact:**

None

**Attachments:**

|    |                             |
|----|-----------------------------|
| 1. | Resolution No. 2026-53-3864 |
|----|-----------------------------|

## **RESOLUTION NO. 2026-53-3864**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, RESCINDING RESOLUTION NO. 2020-60-3220 AND ESTABLISHING THE PROCESS FOR THE RECRUITMENT AND SELECTION OF MEMBERS OF BOARDS AND COMMISSIONS**

**WHEREAS**, the City of Irwindale has created and established Boards and Commissions to assist the City Council in reviewing, evaluating and developing City Policies and Ordinances. These Boards and Commissions, unless specifically authorized by the City Council, serve as advisory bodies to the City Council; and

**WHEREAS**, these Board and Commission members are appointed by, and serve at the pleasure of, the City Council. Such appointments shall be made by resolution and adopted by the affirmative votes of not less than three members of the City Council. Any member of a Board or Commission may be removed, with or without cause, at any time by the affirmative vote of three members of the City Council; and

**WHEREAS**, in order to provide for a process to select the best qualified individuals to serve on a Board or Commission, the City Council adopted Resolution No. 2001-29-1749, establishing a process to recruit and select Board or Commission members and to fill expiring terms of Board and Commission vacancies in accordance with State law; and

**WHEREAS**, on January 24, 2007, the City Council adopted Resolution No. 2007-01-2187 establishing a process for the recruitment and selection of members of City boards and commissions and for filling expiring terms; and

**WHEREAS**, on August 12, 2020, the City Council adopted Resolution No. 2020-60-3220 to allow the submission of applications up to one week prior to the City Council meeting at which appointments were to be made, subject to the City Council's discretion; and

**WHEREAS**, Board and Commission vacancies are noticed in accordance with the provisions of the Maddy Act and are typically advertised sufficiently in advance of the appointment date to provide interested applicants with an adequate opportunity to apply; and

**WHEREAS**, staff has recommended simplifying the application process by establishing a single application deadline for all board and commission appointments; and

**WHEREAS**, the City Council finds that establishing a single deadline of one week prior to the City Council meeting at which appointments will be made will provide clarity to applicants and improve administrative efficiency.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Irwindale, California:

SECTION 1. Resolution No. 2020-60-3220 is hereby rescinded and replaced by this resolution.

SECTION 2. Notice to City Council, Board or Commission Members. Each Board or Commission member with an expiring term will be notified by the City Clerk 60 days prior to the expiration of their term. Copies of such notice shall be provided to the City Council. This is a courtesy notice and reminder.

SECTION 3. Maddy Act. In addition to the above notice, the City Clerk shall provide notice of Board and Commission vacancies in accordance with the 1975 Maddy Act (Government Code Section 54970 *et seq.*). The annual Appointment List shall be posted prior to December 31 and a notice concerning any unscheduled vacancy shall be posted not more than 20 days before nor later than 20 days after the vacancy. All notices shall be posted at designated locations pursuant to the Maddy Act.

SECTION 4. Application. The application requirements and description of Board and Commissions will be made available to applicants and expiring term Board and Commission members. Those seeking reappointment or appointment to a Board or Commission must submit a completed application to the City Clerk no later than one week prior to the City Council meeting at which the appointments shall be made. Applications shall be kept on file for three years.

SECTION 5. Review. The City Council may conduct interviews of applicants. Interviews, if conducted, shall occur at a duly noticed regularly scheduled or special City Council meeting.

SECTION 6. Selection. The City Council, by resolution, will appoint the new Board or Commission members by three affirmative votes of the City Council. Pursuant to the Irwindale Municipal Code (§2.30.050), nominations shall first be made by the Mayor and subsequent nominations by other Council members until a nominee receives three affirmative votes.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of June 2026.

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H. Manuel Ortiz, Mayor

ATTEST:

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Laura M. Nieto, MMC  
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, California, do hereby certify that the foregoing Resolution No. 2026-53-3864 was duly approved and adopted by the City Council of the City of Irwindale at a regular meeting of said Council held on the \_\_\_\_ day of June 2026, by the following roll call vote:

AYES:       Councilmembers:

NOES:       Councilmembers:

ABSENT:     Councilmembers:

ABSTAIN:    Councilmembers:

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Laura M. Nieto, MMC  
Chief Deputy City Clerk

Item #18.D.

*City of*  
**IRWINDALE**  
**AGENDA REPORT**

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Date: June 24, 2026

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Approval of Resolutions Relating to Updates to Job Specifications and Compensation and Benefits for City Employees

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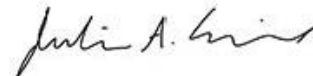
**City Manager's Recommendation:**

1. Adopt Resolution No. 2026-34-3845 entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING UPDATES TO EXISTING JOB SPECIFICATIONS**"; and
2. Adopt Resolution No. 2026-35-3846 entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPLACING RESOLUTION NO. 2024-62-3539 AND ADOPTING BENEFITS FOR UNREPRESENTED UNCLASSIFIED PART-TIME AT-WILL CITY EMPLOYEES**"; and
3. Adopt Resolution No. 2026-36-3847 entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING AND REPLACING RESOLUTION NO. 2025-55-3643, AND ADOPTING A SCHEDULE OF SALARIES AND BENEFITS FOR UNCLASSIFIED MANAGEMENT EMPLOYEES**"; and
4. Adopt Resolution No. 2026-37-3848 entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING AND REPLACING RESOLUTION NO. 2026-28-3839, AND ESTABLISHING THE NUMBER OF POSITIONS, SCHEDULE OF CLASSES, AND COMPENSATION FOR CITY EMPLOYEES.**"

**Administrative Action:**

**Submitted / Approved by:**

Julian A. Miranda, City Manager



**Prepared by:**

Mary Hull, Human Resources/Risk Manager



**Reviewed by:**

Jamie Koontz, Assistant City Attorney



Kambiz Borhani, Finance Director / City Treasurer



### **Background and Analysis:**

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

#### **Classification Resolution No. 2026-34-3845**

This resolution approves updates to select job titles within the City's classification plan to better align with current industry standards and improve clarity and consistency across classifications. The proposed changes are administrative in nature and do not modify compensation or the scope of duties assigned to the positions.

The following job title updates are proposed:

- Library Page to Library Aide I (Part-Time)
- Senior Library Page to Library Aide II (Part-Time)
- Library Aide to Library Associate (Full-Time)

In compliance with the Meyers-Milias-Brown Act (Government Code § 3500 et seq.), the City has met and conferred with the Irwindale City Employees Association (ICEA) regarding the job title change for the represented position of Library Aide.

#### **Part-Time Benefits Resolution No. 2026-35-3846**

The current Unrepresented Part-Time Employee Benefits Resolution outlines benefits for unrepresented permanent part-time and nonpermanent part-time employees. Following the City Council's elimination of permanent part-time classifications on April 22, 2026, through the adoption of Resolution No. 2026-28-3839, the proposed resolution removes benefit provisions related to those classifications.

#### **Unclassified Management Resolution No. 2026-36-3847**

Compensation and benefits for unrepresented management employees are established by resolution and are generally aligned with negotiated agreements for represented employee groups.

This resolution includes the following adjustments:

- A 3.5% Cost of Living Adjustment (COLA)
- Increases to employee CalPERS contributions:
  - 1% for Miscellaneous Classic Members
  - 0.5% for Miscellaneous PEPRAs Members
  - 1.5% for Sworn Classic Members
  - 1% for Sworn PEPRAs Members

**Compensation Resolution No. 2026-37-3848**

The City's Compensation Resolution is updated periodically to reflect personnel and compensation adjustments. It establishes the authorized number of positions, job classifications, and compensation levels for all City employees. It was most recently updated on April 22, 2026, through the City Council's adoption of Resolution No. 2026-28-3839.

The proposed resolution includes:

- A 3.5% COLA for all full-time employees, effective the first payroll period on or after July 1, 2026, consistent with approved Memoranda of Understanding between the City and its bargaining units (ICEA, IMEA, IPOA), as well as Resolution No. 2026-36-3874, which is concurrently being considered.
- A 3.5% COLA for all part-time employees.

Additionally, the resolution reflects the following personnel changes approved in the FY 2026–27 Budget:

- Fund one (1) full-time, represented Janitor position
- Fund one (1) part-time, unrepresented, at-will Library Aide I position

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

**Fiscal Impact:**

The compensation adjustments reflected in Resolution Nos. 2026-36-3847 and 2026-37-3848 are included in the FY 2026-27 adopted budget.

**Attachments:**

|    |                             |
|----|-----------------------------|
| 1. | Resolution No. 2026-34-3845 |
| 2. | Resolution No. 2026-35-3846 |
| 3. | Resolution No. 2026-36-3847 |
| 4. | Resolution No. 2026-37-3848 |



**RESOLUTION NO. 2026-34-3845**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE  
APPROVING UPDATES TO EXISTING JOB SPECIFICATIONS**

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

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

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

**WHEREAS**, the City desires to update certain job titles for existing job classifications to better reflect industry standards and improve clarity and consistency, with no change to the scope of duties for the affected classifications; and

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

**WHEREAS**, concurrently herewith, the City intends to adopt Resolution No. 2026-37-3848 to replace Resolution No. 2026-28-3839, to reflect the current compensation ranges, position titles, and number of positions for all City classifications.

**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. Updates to Job Titles on Existing Job Specifications Approved and Adopted.**

The City Council hereby approves and adopts the updated Library Page job specification to reflect the new job title of Library Aide I, attached hereto as Exhibit A.

The City Council hereby approves and adopts the updated Senior Library Page job specification to reflect the new job title of Library Aide II, attached hereto as Exhibit B.

The City Council hereby approves and adopts the updated Library Aide job specification to reflect the new job title of Library Associate, attached hereto as Exhibit C.

**SECTION 3. Certification**

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

**PASSED, APPROVED AND ADOPTED** this 24<sup>th</sup> day of June 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. 2026-34-3845 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 24<sup>th</sup> day of June 2026, by the following vote:

AYES:           Councilmembers:

NOES:           Councilmembers:

ABSENT:        Councilmembers:

ABSTAIN:       Councilmembers:

\_\_\_\_\_  
Laura Nieto, Chief Deputy City Clerk

**CITY OF IRWINDALE**

**LIBRARY AIDE I**

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

**SUMMARY DESCRIPTION**

Under direct supervision, performs a variety of library support services related to patron assistance, circulation, and processing; performs related duties as assigned.

**REPRESENTATIVE DUTIES**

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

1. Provides customer service at the circulation desk; checks materials in and out; assists patrons with library application questions; inputs and updates patron account information; issues library cards; collects items from the book drop; and assists patrons with computer problems.
2. Collects service payments and fines; responds to questions and complaints regarding fines.
3. Sorts and shelves materials using the library's filing systems.
4. Performs basic cataloguing of library materials.
5. Requests and obtains materials from other libraries through the interlibrary loan system.
6. Assists in the planning, preparation, and presentation of library events, programs, and activities.
7. Creates library item displays and maintains physical and digital bulletin boards.
8. Assists in creating, proofreading, and posting flyers, calendars, and general marketing materials.
9. As needed, performs basic mending of library materials.
10. Assists with the preservation of historical materials by digitizing documents, entering document metadata, and assisting with filing, preserving, and boxing archival items.
11. Provides input for library book and media purchases.
12. Removes discarded items from the library catalog; assists in packing and moving boxes of items that will be permanently removed from the library.
13. Responds to patron inquiries; explains library policies and procedures; answers basic reference questions; assists patrons to find and use library resources.
14. Performs related duties as required.

**QUALIFICATIONS**

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

**Knowledge of:**

Basic alphabetical and numerical filing techniques.

Basic math.

Principles and practices of customer service.

Popular reading materials for children and adults.

**Ability to:**

Organize, sort, and shelve library materials.

Operate modern office equipment including computers and applicable software applications.

Understand and follow oral and written directions.

Communicate clearly and concisely, both orally and in writing.

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

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

**Education/Training:**

Equivalent to the completion of the twelfth grade.

**Experience:**

No experience is required.

**PHYSICAL DEMANDS AND WORKING ENVIRONMENT**

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

**Environment:** Library environment; extensive public contact; incumbents may be required to work extended hours including evenings.

**Physical:** While performing the duties of this class, the employee is constantly required to sit, and occasionally stand and walk. Finger dexterity and light grasping is required to handle, feel, or operate computer hardware and standard office equipment; and reach with hands and arms above and below shoulder level. The employee occasionally lifts and carries books, records, and media materials typically weighing less than 20 pounds and lifts and moves chairs and tables weighing less than 40 pounds to arrange reading programs and library functions. Pushing and pulling of library carts weighing up to 100 pounds is necessary to transport and stage books in the library. Occasional bending, stooping, and kneeling is required to access shelving areas and the employee occasionally uses a step stool to reach higher book shelves. Sensory demands include the ability to see within normal range, and talk, and hear, and use electronic touch keypads.

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

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

Date: November 2016

Rev: July 2026

**CITY OF IRWINDALE**

**LIBRARY AIDE II**

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

**SUMMARY DESCRIPTION**

Under general supervision, performs duties in support of Library operations and activities; assists the public in using the Library including registering patrons for library cards, checking library items in and out, and collecting fines and fees; provides general information on library services and policies; provides lead direction to Library Aide I; and performs a variety of tasks relative to assigned areas of responsibility.

**REPRESENTATIVE DUTIES**

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

1. Provides customer service at the circulation desk; checks materials in and out; assists patrons with library application questions; inputs and updates patron account information; issues library cards; and collects items from the book drop.
2. Troubleshoots computer and printer issues; instructs patrons on the use of software applications, email use, and internet use.
3. Collects service payments and fines; responds to questions and complaints regarding fines.
4. Sorts and shelves materials using the library's filing systems.
5. Performs basic cataloguing of library materials.
6. Produces circulation reports to determine the needs and requests of patrons.
7. Requests and obtains materials from other libraries through the interlibrary loan system.
8. Assists in the planning, preparation, and presentation of library events, programs, and activities.
9. Creates library item displays and maintains physical and digital bulletin boards.
10. Assists in creating, proofreading, and posting flyers, calendars, and general marketing materials.
11. Mends library materials and determines whether items should be removed from the library system.
12. Assists with the preservation of historical materials by digitizing documents, entering document metadata, and assisting with filing, preserving, and boxing archival items.
13. Provides input for library book and media purchases.
14. Assists in receiving, processing, and adding periodicals to the library collection; receives shipments and compares items shipped with the packing slip to ensure accuracy of information receipt of the proper materials.
15. Removes discarded items from the library catalog; assists in packing and moving boxes of items that will be permanently removed from the library.
16. Responds to patron inquiries; explains library policies and procedures; answers basic reference questions; assists patrons to find and use library resources.
17. Performs related duties as required.

## **QUALIFICATIONS**

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

### **Knowledge of:**

Standard library operating procedures.  
Basic alphabetical and numerical filing techniques.  
Basic math.  
Principles and practices of customer service.  
Popular reading materials for children and adults.

### **Ability to:**

Organize, sort, and shelve library materials.  
Operate modern office equipment including computers and applicable software applications.  
Understand and follow oral and written directions.  
Communicate clearly and concisely, both orally and in writing.  
Establish and maintain effective working relationships with those contacted in the course of work.

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

### **Education/Training:**

Equivalent to the completion of the twelfth grade.

### **Experience:**

Two years of library clerical experience comparable to a Library Aide I with the City of Irwindale.

## **PHYSICAL DEMANDS AND WORKING ENVIRONMENT**

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

**Environment:** Library environment; extensive public contact; incumbents may be required to work extended hours including evenings.

**Physical:** While performing the duties of this class, the employee is constantly required to sit, and occasionally stand and walk. Finger dexterity and light grasping is required to handle, feel, or operate computer hardware and standard office equipment; and reach with hands and arms above and below shoulder level. The employee occasionally lifts and carries books, records, and media materials typically weighing less than 20 pounds and lifts and moves chairs and tables weighing less than 40 pounds to arrange reading programs and library functions. Pushing and pulling of library carts weighing up to 100 pounds is necessary to transport and stage books in the library. Occasional bending, stooping, and kneeling is required to access shelving areas and the employee occasionally uses a step stool to reach higher book shelves. Sensory demands include the ability to see within normal range, and talk, and hear, and use electronic touch keypads.

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

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

**CITY OF IRWINDALE**

**LIBRARY ASSOCIATE**

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

**SUMMARY DESCRIPTION**

Under direct supervision, performs various duties in support of the Library Department; maintains the library's webpage and social media accounts and participates in the acquisition and maintenance of the digital collection; performs related duties as assigned.

**REPRESENTATIVE DUTIES**

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

1. Performs various duties in support of the Library Department.
2. Oversees the library's social media accounts; creates new accounts, updates information, and posts about upcoming programs and events.
3. Maintains the library's website; updates the library webpage, subpages, and events calendar.
4. Performs duties in support of the digital collection; researches items for the collection and develops monthly media orders, staying within the given budget; weeds media items. Digitize materials, scan and upload documents and images for digital access.
5. Receives, catalogs, and processes incoming library materials; provides guidance and reviews cataloguing performed by library staff.
6. Oversees desk coverage shifts within the existing staff schedule; develops and maintains a guide of library policies and procedures for use by library staff.
7. Provides desk coverage; circulates, renews, reserves, and discharges books and other library materials; registers new patrons, processes inter-library loans, processes fines, accepts payments, and issues receipts.
8. Designs and produces publications for various library events and programming.
9. Provides computer and equipment assistance to patrons including basic instruction, reference and research assistance.
10. Maintains an inventory of office supplies; orders supplies as needed.
11. As needed, balances and reconciles the department's cash drawer.
12. As needed, configures settings and parameters of the integrated library system.
13. Performs related duties as required.

**QUALIFICATIONS**

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

**Knowledge of:**

Standard library operating procedures.

Library services and programs.

Principles and practices of collections acquisition, circulation, cataloguing, and related functions.

## Exhibit C

### CITY OF IRWINDALE Library Associate (*Continued*)

Library loan and organizational systems.  
Basic math.  
Principles and practices of customer service.  
Methods and techniques of record keeping.  
Methods and techniques of website and social media maintenance.  
Modern office procedures and equipment including computers and applicable software applications.

#### **Ability to:**

Type at a speed necessary for successful job performance.  
Understand and follow instructions.  
Organize and prioritize tasks.  
Organize, sort, and shelve library materials.  
Maintain library webpages and social media accounts.  
Communicate clearly and concisely, both orally and in writing.  
Establish and maintain effective working relationships with those contacted in the course of work.

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

#### **Education/Training:**

Equivalent to the completion of the twelfth grade.

#### **Experience:**

Work experience in a public library is desirable.

#### **License or Certificate:**

Possession of an appropriate, valid driver's license.

### **PHYSICAL DEMANDS AND WORKING ENVIRONMENT**

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

**Environment:** Work is performed primarily in a standard office setting; incumbents may be required to work extended hours including evenings.

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

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

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

Date: November 2016

Rev: July 2026

**RESOLUTION NO. 2026-35-3846**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE  
REPLACING RESOLUTION NO. 2024-62-3539, ADOPTING BENEFITS FOR  
UNREPRESENTED UNCLASSIFIED PART-TIME AT-WILL 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**, a number of unaffiliated and/or unrepresented unclassified at-will nonpermanent employees rely on the City Council to provide an appropriate compensation and benefit system; and

**WHEREAS**, to facilitate administration and in accordance with applicable laws and regulations, the City Council adopted Resolution No. 2024-62-3539 on August 28, 2024, establishing the benefits for at-will part-time City employees; and

**WHEREAS**, the City Council desires to replace Resolution No. 2024-62-3539 with this Resolution.

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

**SECTION 1. Applicability to other Governing Documents.**

This Resolution shall supersede Resolution No. 2024-62-3539. 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.

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 2. Compensation Schedules.**

The compensation ranges for unaffiliated and/or unrepresented unclassified at-will part-time employees shall be as reflected in the City's then-current Compensation Resolution.

**SECTION 3. Benefits Applicable to Authorized At-Will Part-Time Employees.**

Unless otherwise stated herein, the benefits for all at-will part-time employees of the City of Irwindale, who are unaffiliated and/or unrepresented and unclassified, shall be as follows:

- A. CITY MANAGER AUTHORIZATION. For unaffiliated and/or unrepresented unclassified at-will part-time positions, the City Manager may authorize the number of hires as long as the personnel costs do not exceed the budgeted amounts in approved funds.
- B. SICK LEAVE. Unaffiliated and/or unrepresented unclassified at-will part-time employees shall be eligible for sick leave in accordance with the City's Personnel Rule 14.20. This includes sick leave accrual as follows:
1. Pursuant to Personnel Rules Section 14.20.07, nonpermanent part-time employees are eligible to accrue sick leave beginning with their first day of employment or July 1, 2015, whichever is later.
  2. Part-time employees shall accrue one (1) hour of paid leave for every thirty (30) hours worked, not to exceed a maximum cap of eighty (80) hours per calendar year. Sick leave does not accrue once the cap is reached, but will commence accruing again when accrued sick leave drops below the cap. Any unused accrued sick leave carries over year to year while continuously employed. Sick leave is provided at the nonpermanent part-time employee's base hourly wage rate.
  3. Part-time employees are entitled to use accrued Sick Leave for any purpose described in Personnel Rules Section 14.20.1 beginning on the 90th day of employment. Part-time employees are only permitted to use a maximum of forty (40) hours accrued Sick Leave per calendar year.
  4. Sick leave will not be considered hours worked for purposes of overtime calculation.
  5. Part-time employees are not entitled to Sick Leave buy-back and shall not receive any pay out or compensation for unused accrued sick leave upon termination, resignation, retirement or other separation from employment.
  6. If a part-time employee separates from City employment and is re-hired by the City within one (1) year of the date of separation, previously accrued and unused sick leave hours shall be reinstated.
  7. Part-time employees shall provide reasonable advance notification of their need to use accrued paid Sick Leave to their supervisor if the need for sick leave use is foreseeable. If the need for sick leave use is unforeseeable, the employee shall provide notice of the need for the leave to their supervisor as soon as is practicable.
- C. BILINGUAL BONUS PAY. Unaffiliated and/or unrepresented unclassified at-will part-time employees shall be paid bilingual pay at a rate of fifty cents (\$0.50) per hour upon passing a verbal bilingual exam. The employee may take a bilingual exam when hired or twice a year when the City offers bilingual exams. Bilingual bonus pay will be paid per pay period to those employees who prove proficient in Spanish and/or American Sign Language, and are required to use such languages during the course of City business. The City shall determine qualification requirements and the appropriate exam.
- D. ANNUAL SERVICE AWARD PAY. Unaffiliated and/or unrepresented unclassified at-will part-time employees shall be entitled on each qualifying employee's fifth (5th) consecutive employment year to "Annual Service Award" pay of ten dollars (\$10.00) for each year worked, which shall be paid in December of the qualifying year at the Annual Employee

Service Award Reception. If there is no reception planned for the year, the service award will be paid in conjunction with the first paycheck in December of the qualifying year.

E. DIRECT DEPOSIT REQUIREMENT. The City shall maintain a mandatory requirement for participation in payroll direct deposit for all employees hired after July 8, 2001.

E. BREAK PERIODS. Unless otherwise stated herein, the break periods for all at-will part-time employees shall be as follows:

- MEAL BREAK. Employees working more than six (6) hours in a work day may take an unpaid meal period of thirty (30) minutes. This shall occur approximately mid-way between the employee's starting time and finishing time.
- REST BREAK. Employees working more than three and one-half (3.5) hours in a work day may take a paid rest break of fifteen (15) minutes for every four hours worked. Insofar as practical, the rest break should be in the middle of each four-hour work period.

#### **SECTION 4. Benefits Applicable to Authorized At-Will Temporary Part-Time Employees.**

At-will temporary part-time employees of the City of Irwindale, who are unaffiliated and/or unrepresented and unclassified, are not entitled to any benefits. Other than the compensation provided for herein, temporary part-time employees are not provided any additional compensation, reimbursements, leaves, or incentives, except those mandated by state or federal law. Notwithstanding the foregoing, temporary part-time employees shall receive paid sick leave benefits only to the extent required by applicable state or federal law.

A. BREAK PERIODS. Unless otherwise stated herein, the break periods for all at-will temporary part-time employees shall be as follows:

- MEAL BREAK. Employees working more than six (6) hours in a work day may take an unpaid meal period of thirty (30) minutes. This shall occur approximately mid-way between the employee's starting time and finishing time.
- REST BREAK. Employees working more than three and one-half (3.5) hours in a work day may take a paid rest break of fifteen (15) minutes for every four hours worked. Insofar as practical, the rest break should be in the middle of each four-hour work period.

#### **SECTION 5. Certification.**

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

**PASSED, APPROVED AND ADOPTED** this 24th day of June 2026.

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H. Manuel Ortiz, Mayor

ATTEST:

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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. 2026-35-3846 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 24<sup>th</sup> day of June, by the following vote:

AYES:           Councilmembers:

NOES:           Councilmembers:

ABSENT:        Councilmembers:

ABSTAIN:       Councilmembers:

---

Laura Nieto, Chief Deputy City Clerk

**RESOLUTION NO. 2026-36-3847**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
IRWINDALE SUPERSEDING AND REPLACING RESOLUTION NO.  
2025-55-3643, AND ADOPTING A SCHEDULE OF SALARIES AND  
BENEFITS FOR UNCLASSIFIED MANAGEMENT EMPLOYEES**

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

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

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

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

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

**WHEREAS**, on June 25, 2025, the City Council adopted Resolution No. 2025-55-3643 for unclassified, unrepresented management employees, which outlines the compensation and benefits of said employees; and

**WHEREAS**, the City Council desires to replace Resolution No. 2025-55-3643 with this Resolution to reflect compensation and benefit adjustments.

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

**SECTION 1.** This Resolution shall supersede and replace Resolution No. 2025-55-3643 in its entirety. This Resolution shall also take the place of all existing resolutions or orders of the City Council as they relate to the subject matter contained herein.

**SECTION 2.** The City Council hereby approves the Schedule of Salaries and Benefits for Unclassified Management Employees effective the first full pay period commencing on or after July 1, 2026, attached as Attachment A. In the event the City Manager desires to exceed any of the parameters set forth therein, City Council authorization shall be required.

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

**PASSED, APPROVED, AND ADOPTED** this 24<sup>th</sup> day of June 2026.

---

H. Manuel Ortiz, Mayor

ATTEST:

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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. 2026-36-3847 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 24<sup>th</sup> day of June 2026, by the following vote:

AYES:       Councilmembers:

NOES:       Councilmembers:

ABSENT:     Councilmembers:

ABSTAIN:    Councilmembers:

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Laura M. Nieto, MMC  
Chief Deputy City Clerk

## **ATTACHMENT A**

### **SCHEDULE OF SALARIES AND BENEFITS FOR UNCLASSIFIED MANAGEMENT EMPLOYEES**

#### **ARTICLE 01 INTRODUCTION**

##### **SECTION 01.01      AFFECTED EMPLOYEES**

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

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

#### **ARTICLE 02 SALARY & DUTIES**

##### **SECTION 02.01      BASIC COMPENSATION PLAN**

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

##### **SECTION 02.02      SALARY AND WAGE SCHEDULE**

The salary ranges for Unclassified Management employees reflected in Exhibit A (Unclassified Management Salary Schedule), are effective the first full pay period commencing on or after July 1, 2026, and reflect that Affected Employees covered by this Resolution receive a three and one-half percent (3.5%) base salary increase.

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

##### **SECTION 02.03      EMPLOYMENT STATUS**

The employment of Affected Employees with the City is "at-will" serving solely at the pleasure of

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

#### **SECTION 02.04 FLSA EXEMPT STATUS**

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

#### **SECTION 02.05 OTHER ACTIVITIES**

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

#### **SECTION 02.06 ADVANCEMENT WITHIN SCHEDULE**

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

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

#### **SECTION 02.07 WORK SCHEDULES**

Affected Employees are expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at all times, and must devote a great deal of time outside the normal office hours to the business of the City. The proper performance of the duties will require Affected Employees to generally observe normal business hours, as set by the City and may be duly revised from time-to-time (currently 7:30 a.m. to 6:00 p.m., Monday through Thursday), and will also often require the performance of necessary services outside of normal business hours. Notwithstanding the foregoing, the City will permit Affected Employees such reasonable "time off" as is customary for exempt employees of the City, so long as the time off does not interfere with normal business. An Affected Employee's compensation (whether salary or benefits or other allowances) is not based on hours worked, and Affected Employees shall not be entitled to any compensation for overtime.

## **SECTION 02.08      CITY DOCUMENTS**

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

## **ARTICLE 03 OTHER COMPENSATION**

### **SECTION 03.01      ANNUAL SERVICE AWARD PAY**

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

### **SECTION 03.02      BILINGUAL PAY**

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

### **SECTION 3.03      CITY TREASURER STIPEND**

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

### **SECTION 03.04      EDUCATION INCENTIVE**

Affected Employees shall be provided an education incentive as follows:

- A. **B.A/B.S. Degrees.** Affected Employees who have been awarded a Bachelors of Arts ("B.A.") or Bachelors of Science ("B.S.") degree will receive an additional one

thousand five hundred dollars (\$1,500) per year maximum as an education incentive bonus to their base compensation. This incentive will be earned and paid out on a pro-rata basis per pay period over the twenty-six (26) bi-weekly pay periods in a calendar year.

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

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

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

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

## **ARTICLE 04** **HOLIDAYS**

### **SECTION 04.01      HOLIDAY DATES**

Affected Employees shall be entitled to the holidays listed below.

|     |                            |                             |
|-----|----------------------------|-----------------------------|
| 1.  | New Year's Day             | January 1                   |
| 2.  | Martin Luther King Jr. Day | Third Monday in January     |
| 3.  | President's Day            | Third Monday in February    |
| 4.  | Farmworkers Day            | March 31                    |
| 5.  | Memorial Day               | Last Monday in May          |
| 6.  | Independence Day           | July 4                      |
| 7.  | Labor Day                  | First Monday in September   |
| 8.  | Veterans Day               | November 11                 |
| 9.  | Thanksgiving Day           | Fourth Thursday in November |
| 10. | Day After Thanksgiving Day | Fourth Friday in November   |
| 11. | Christmas Eve (1/2 Day)    | December 24                 |

|     |                          |             |
|-----|--------------------------|-------------|
| 12. | Christmas                | December 25 |
| 13. | New Year's Eve (1/2 Day) | December 31 |

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

#### **SECTION 04.02      FLOATING HOLIDAYS**

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

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

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

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

#### **SECTION 05.01      SICK LEAVE ACCRUAL**

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

#### **SECTION 05.02      PERSONAL LEAVE**

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

#### **SECTION 05.03      VACATION LEAVE ACCRUAL**

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

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

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

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

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

#### **ARTICLE 06**

#### **SICK LEAVE AND VACATION LEAVE CONVERSION**

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

1. Any vacation or sick leave conversion request must be made in writing using the form provided by Human Resources and must be received by Human Resources no later than December 15 of the calendar year prior to the end of the calendar year in which the employee wishes to convert such vacation or sick leave.
2. All vacation and/or sick leave conversion elections are irrevocable and cannot be changed or amended unless a written rescission is received in writing by Human Resources no later than December 15 of the calendar year prior to conversion.
3. Employees who fail to submit an election by December 15 of the calendar year prior to the conversion will not be eligible for vacation and/or sick leave converted to cash for that calendar year.
4. Payments for accrued vacation and/or sick leave conversion to cash shall be made by separate check four times a year (first pay period in September, December, March, and June).
5. Employees will be eligible for partial conversion to cash if the full amount of hours elected are not available at the elected time of cash out.

6. Affected Employees may not convert sick leave in an amount that shall reduce their sick leave balance to less than eighty (80) hours.
7. Affected Employees may not convert sick leave in an amount that would reduce their sick leave balance to less than two hundred (200) hours.

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

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

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

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

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

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

## **ARTICLE 07**

### **EXECUTIVE LEAVE**

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

All Affected Employees shall accrue executive leave at the rate of seventy (70) hours per year, which hours shall be credited to Affected Employees the first pay period in January of each calendar year. Executive leave hours must be used in the calendar year in which they were credited to the Affected Employee. All executive leave hours must be used in the calendar year in which they were credited to the Affected Employees. Executive leave has no cash value and shall not be paid out or carried forward; and therefore, agreement to this section constitutes a waiver of Labor Code Section 227.3.

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

**ARTICLE 08**  
**OTHER LEAVES**

**SECTION 08.01      WORKERS' COMPENSATION**

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

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

**A.      NON-SWORN EMPLOYEES**

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

**B.      SWORN EMPLOYEES**

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

**SECTION 08.02      JURY DUTY AND WITNESS LEAVE**

**A.      JURY DUTY**

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

**B.      WITNESS LEAVE**

If an Affected Employee is required to be absent from work by proper subpoena issued by a court or other legally empowered agency requiring an Affected Employee to serve as a witness in a legal action, the Affected Employee shall be entitled to be absent from work at their regular rate of pay, provided that any fees, except mileage, are deposited with the City.

**SECTION 08.03      MILITARY LEAVE**

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

#### **SECTION 08.04 LEAVE OF ABSENCE WITHOUT PAY**

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

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

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

#### **SECTION 08.05 BEREAVEMENT LEAVE**

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

### **ARTICLE 09 EMPLOYEE BENEFITS**

#### **SECTION 09.01 MEDICAL BENEFITS**

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

#### **SECTION 09.02 DENTAL BENEFITS**

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

#### **SECTION 09.03 VISION BENEFITS**

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

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

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

#### **SECTION 09.05      LIFE INSURANCE**

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

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

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

#### **SECTION 09.08      EMPLOYEE ASSISTANCE PROGRAM (EAP)**

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

#### **SECTION 09.09      STATE DISABILITY INSURANCE**

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

#### **SECTION 09.10      DEFERRED COMPENSATION**

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

#### **SECTION 09.11 FLEXIBLE SPENDING ACCOUNT**

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

#### **SECTION 09.12 UNIFORM ALLOWANCE- CHIEF OF POLICE**

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

#### **SECTION 09.13 SIDEARM – CHIEF OF POLICE**

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

#### **SECTION 09.14 UNIFORM REIMBURSEMENT**

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

#### **SECTION 09.15 BUSINESS RELATED EQUIPMENT**

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

#### **SECTION 09.16 AUTOMOBILE ALLOWANCE**

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

#### **SECTION 09.17 TUITION REIMBURSEMENT**

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

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

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

## **ARTICLE 10**

### **PROFESSIONAL DEVELOPMENT**

#### **SECTION 10.01      MEMBERSHIP**

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

#### **SECTION 10.02      OUT-OF-TOWN MEETINGS & SEMINARS**

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

#### **SECTION 10.03      LOCAL MEETINGS & SEMINARS**

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

#### **SECTION 10.04      INCIDENTAL EXPENSES**

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

#### **SECTION 10.05      APPROVAL BY CITY MANAGER**

To be eligible to receive reimbursement for the memberships and travel and other expenses incurred pursuant to this Article 10, Affected Employees shall obtain approval of the City Manager or their designee.

## **ARTICLE 11**

### **RETIREMENT**

#### **SECTION 11.01      CALPERS**

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

- A.      Tier I Miscellaneous (Employees hired prior to January 1, 2011 and determined to be a "classic member" by CalPERS)**
  - 1. 2% @ 55 retirement benefit formula
  - 2. Fourth Level of 1959 Survivors Program
  - 3. Military Service as Public Service
  - 4. One-Year Final Compensation: Final compensation is the average full-time monthly pay rate for the highest twelve (12) consecutive months
  - 5. Improved non-industrial disability allowance
  - 6. Post-retirement survivor allowance
  - 7. Credit for unused sick leave
  
- B.      Tier II Miscellaneous (Employee hired on or after May 1, 2011, and determined to be a "classic member" by CalPERS)**
  - 1. 2% @ 55 retirement benefit formula
  - 2. Fourth Level of 1959 Survivors Program
  - 3. Military Service as Public Service
  - 4. Three-year Final Compensation: Final compensation is the average full-time monthly pay rate for the highest thirty-six (36) consecutive months
  - 5. Improved non-industrial disability allowance
  - 6. Post-retirement survivor allowance
  - 7. Credit for unused sick leave
  
- C.      Tier III (PEPRA) Miscellaneous (Employees hired on and after January 1, 2013, deemed to be a "new member" as defined in Government Code § 7522.04)**
  - 1. 2% @ 62 retirement benefit formula
  - 2. Fourth Level of 1959 Survivors Program
  - 3. Military Service as Public Service
  - 4. Three-year Final Compensation: Final compensation is the average full-time monthly pay rate for the highest thirty-six (36) consecutive months
  - 5. Improved non-industrial disability allowance
  - 6. Post-retirement survivor allowance
  - 7. Credit for unused sick leave

**D. Tier I Sworn (Employees hired prior to January 1, 2011 and determined to be a “classic member” by CalPERS)**

1. 3% @ 50 for sworn unit members
2. Fourth Level of 1959 Survivors Program
3. Military Service as Public Service
4. One-Year Final Compensation: Final compensation is the average full-time monthly pay rate for the highest twelve (12) consecutive months
5. Improved non-industrial disability allowance
6. Post-retirement survivor allowance
7. Credit for unused sick leave

**E. Tier II Sworn (Employee hired on or after May 1, 2011, and determined to be a “classic member” by CalPERS)**

1. 3% @ 50 for sworn unit members
2. Fourth Level of 1959 Survivors Program
3. Military Service as Public Service
4. Three-year Final Compensation: Final compensation is the average full-time monthly pay rate for the highest thirty-six (36) consecutive months
5. Improved non-industrial disability allowance
6. Post-retirement survivor allowance
7. Credit for unused sick leave

**F. Tier III (PEPRA) Sworn (Employees hired on and after January 1, 2013, deemed to be a “new member” as defined in Government Code § 7522.04)**

1. 2.7% @ 57 for sworn unit members
2. Fourth Level of 1959 Survivors Program
3. Military Service as Public Service
4. Three-year Final Compensation: Final compensation is the average full-time monthly pay rate for the highest thirty-six (36) consecutive months
5. Improved non-industrial disability allowance
6. Post-retirement survivor allowance
7. Credit for unused sick leave

## **SECTION 11.02 COST SHARING**

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

Effective with the start of the first full pay period in July 2026, classic miscellaneous employees will contribute an additional one percent (1.0%) of compensation earnable toward the City's required employer contribution to CalPERS, via payroll deductions pursuant to an amendment to the City's contract with CalPERS under California Government Code Section 20516(a). This cost

sharing contribution will be in addition to the eight percent (8%) statutory employee contribution already paid by the employee and will increase the employee's contribution to a total of nine percent (9%).

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

Effective with the start of the first full pay period in July 2026, classic sworn employees will contribute an additional one and a half percent (1.5%) of compensation earnable toward the City's required employer contribution to CalPERS, via payroll deductions pursuant to an amendment to the City's contract with CalPERS under California Government Code Section 20516(a). This cost sharing contribution will be in addition to the ten and one-half percent (10.5%) statutory employee contribution already paid by the employee and will increase the employee's contribution to a total of twelve percent (12%).

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

Effective with the start of the first full pay period in July 2026, PEPRA miscellaneous employees will contribute an additional half percent (.5%) of compensation earnable toward the City's normal cost to CalPERS via payroll deductions pursuant to an amendment to the City's contract with CalPERS under California Government Code Section 20516(a). This cost sharing contribution will be in addition to the fifty and a half percent (50.5%) of normal cost already paid by the employee to a total of fifty-one percent (51%).

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

Effective with the start of the first full pay period in July 2026, PEPRA sworn employees will contribute an additional one percent (1.0%) of compensation earnable toward the City's normal cost contribution to CalPERS, via payroll deductions pursuant to an amendment to the City's contract with CalPERS under California Government Code Section 20516(a). This cost sharing contribution will be in addition to the fifty one percent (51%) of normal cost already paid by the employee to a total of fifty-two percent (52%).

### **SECTION 11.03      PARS**

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

#### **A.      Miscellaneous Employee Hired Before January 1, 2007**

1.      Effective September 29, 2024, Affected Employees shall individually pay a PARS contribution rate of two and one-half percent (2.5%) of salary.
2.      PARS benefits are vested after completing three (3) years of continuous employment with the City and service credit shall be given for previous employment with/by other agencies and/or cities.

#### **B.      Miscellaneous Employees Hired After January 1, 2007**

1.      Effective September 29, 2024, Affected Employees shall individually pay a PARS contribution rate of two and a half percent (2.5%) of salary.
2.      PARS benefits are vested after ten (10) years of continuous employment with the City and no service credit shall be given for previous employment with/by other agencies and/or cities.

#### **C.      Miscellaneous Employees Hired After January 1, 2011**

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

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

### **SECTION 11.04      RETIREE MEDICAL BENEFITS**

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

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

retiree medical premium for any CalPERS medical plan.

## **ARTICLE 12**

### **BONDS AND INDEMNIFICATION**

#### **SECTION 12.01      INDEMNIFICATION**

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

#### **SECTION 12.02      BONDS**

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

## **ARTICLE 13**

### **TERMINATION AND SEVERANCE**

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

#### **SECTION 13.01      NON-SWORN AFFECTED EMPLOYEES**

##### **A. Termination Without Cause**

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

##### **B. Resignation**

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

provided for above.

### **C. Termination For Cause**

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

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

## **SECTION 13.02 SPECIAL PROCEDURES FOR SWORN AFFECTED EMPLOYEES**

With respect to the position of sworn Affected Employees only, in order to comply with the requirements of the Public Safety Officers Procedural Bill of Rights Act (POBRA) (Cal. Gov. Code §3300 *et seq.*), specifically California Government Code section 3304(c), the following termination procedures shall apply. The City Manager or someone acting in the capacity as City Manager may terminate a sworn Affected Employee at any time with or without cause, by providing written notice of the reason(s) and an opportunity for administrative appeal, as provided herein, in accordance with the requirements of the POBRA, including but not limited to Government Code section 3304(c), which states that the City is required to provide written notice of termination and the reason or reasons therefore and an opportunity for administrative appeal. The City Manager's right to terminate a sworn Affected Employee as provided herein shall not be subject to or in any way limited by the City's Personnel Rules or past City practices related to the employment, discipline or termination of the City's employees. Except as expressly provided in this Section 13.02, a sworn Affected Employee shall not have any rights provided for the Chief of Police or sworn personnel under the City's Personnel Rules, Municipal Code, or under other state or federal law to any other form of pre- or post-termination hearing, appeal, or other administrative process pertaining to termination. Nothing herein, however, shall be construed to create a property interest, where one does not exist by rule of law, in the position of Chief of Police. Notwithstanding

this Section 13.02, sworn Affected Employees shall remain as at-will employees serving at the pleasure of the City Manager

#### **A. Termination Without Cause**

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

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

1. The City reserves the right to place Employee on paid administrative leave for all or a portion of the thirty (30) day notice period provided under this Section 13.02 (A).
2. Employee may request to appear before the City Council prior to the effective date of the termination to challenge the reasons for the termination or to raise mitigating circumstances regarding the termination but in such event would waive any right to severance pay as provided in this Section 13.02 (A).

#### **B. Resignation**

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

#### **C. Termination for Cause**

The City may terminate a sworn Affected Employee for cause at any time by providing the employee with five (5) business days' written notice of the termination for cause and the facts and grounds constituting such cause. The term "cause" shall be defined the same as in Section 13.01(C) above. For any of the conduct described in this Section constituting cause for termination, the City may, in its discretion, place Employee on paid or unpaid administrative leave until resolution. If the City terminates a sworn Affected Employee for cause, the City shall have no obligation to pay severance. In order to comply with the requirements of California Government Code section 3304(c), a termination by the City Manager of a sworn Affected Employee for cause shall be conducted in accordance with the following procedures:

1. Within five (5) days of receipt of written notice under this Section, a sworn

Affected Employee may submit a request in writing to the City Manager for an administrative appeal. Such appeal shall not prohibit or otherwise delay the termination of a sworn Affected Employee prior to the administrative appeal. Failure to timely file such a request shall be deemed to be a waiver of the right to do so.

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

### **SECTION 13.03      LIMITATION ON SEVERANCE (GOVERNMENT CODE §53260)**

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

months. For example, if termination occurs with two (2) months left in the term, severance would be equal to the monthly base salary multiplied by two (2) rather than the six (6) months provided in Section 5.1(b).)

EXHIBIT A  
**CITY OF IRWINDALE**  
**Full-Time Salary Schedule**  
**Fiscal Year 2026-2027**  
**Effective July 5, 2026**

| Unit     | Position Title                            | Authorized<br>Position<br>Count | Period    | Range | Step A   | Step B   | Step C   | Step D   | Step E    |
|----------|-------------------------------------------|---------------------------------|-----------|-------|----------|----------|----------|----------|-----------|
| Director | Assistant City Manager                    | 1                               | Hourly    | 81    | 95.3438  | 100.1111 | 105.1168 | 110.3726 | 115.8913  |
|          |                                           |                                 | Bi-Weekly |       | 7,627.50 | 8,008.88 | 8,409.35 | 8,829.81 | 9,271.31  |
|          |                                           |                                 | Monthly   |       | 16,526   | 17,353   | 18,220   | 19,131   | 20,088    |
|          |                                           |                                 | Annual    |       | 198,315  | 208,231  | 218,643  | 229,575  | 241,054   |
| Director | Chief of Police                           | 1                               | Hourly    | 85    | 107.3481 | 112.7154 | 118.3510 | 124.2688 | 130.4822  |
|          |                                           |                                 | Bi-Weekly |       | 8,587.85 | 9,017.23 | 9,468.08 | 9,941.50 | 10,438.58 |
|          |                                           |                                 | Monthly   |       | 18,607   | 19,537   | 20,514   | 21,540   | 22,617    |
|          |                                           |                                 | Annual    |       | 223,284  | 234,448  | 246,170  | 258,479  | 271,403   |
| Director | Community Development Director            | 1                               | Hourly    | 78    | 88.5356  | 92.9625  | 97.6106  | 102.4913 | 107.6159  |
|          |                                           |                                 | Bi-Weekly |       | 7,082.85 | 7,437.00 | 7,808.85 | 8,199.31 | 8,609.27  |
|          |                                           |                                 | Monthly   |       | 15,346   | 16,114   | 16,919   | 17,765   | 18,653    |
|          |                                           |                                 | Annual    |       | 184,154  | 193,362  | 203,030  | 213,182  | 223,841   |
| Director | Director of Engineering/Building Official | 1                               | Hourly    | 80    | 93.0183  | 97.6692  | 102.5529 | 107.6808 | 113.0649  |
|          |                                           |                                 | Bi-Weekly |       | 7,441.46 | 7,813.54 | 8,204.23 | 8,614.46 | 9,045.19  |
|          |                                           |                                 | Monthly   |       | 16,123   | 16,929   | 17,776   | 18,665   | 19,598    |
|          |                                           |                                 | Annual    |       | 193,478  | 203,152  | 213,310  | 223,976  | 235,175   |
| Director | Finance Director/City Treasurer           | 1                               | Hourly    | 79    | 90.7490  | 95.2865  | 100.0510 | 105.0534 | 110.3063  |
|          |                                           |                                 | Bi-Weekly |       | 7,259.92 | 7,622.92 | 8,004.08 | 8,404.27 | 8,824.50  |
|          |                                           |                                 | Monthly   |       | 15,730   | 16,516   | 17,342   | 18,209   | 19,120    |
|          |                                           |                                 | Annual    |       | 188,758  | 198,196  | 208,106  | 218,511  | 229,437   |
| Director | Public Services Director                  | 1                               | Hourly    | 74    | 80.2096  | 84.2202  | 88.4313  | 92.8529  | 97.4957   |
|          |                                           |                                 | Bi-Weekly |       | 6,416.77 | 6,737.62 | 7,074.50 | 7,428.23 | 7,799.65  |
|          |                                           |                                 | Monthly   |       | 13,903   | 14,598   | 15,328   | 16,095   | 16,899    |
|          |                                           |                                 | Annual    |       | 166,836  | 175,178  | 183,937  | 193,134  | 202,791   |

**RESOLUTION NO. 2026-37-3848**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
IRWINDALE REPEALING AND REPLACING RESOLUTION NO. 2026-  
28-3839, 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. 2026-28-3839 on April 22, 2026, which established the number of positions, schedule of classes, and compensation for City employees; and

**WHEREAS**, the salary range schedule incorporated in this resolution provides a three and one-half (3.5%) cost of living adjustment (COLA) for all full-time and part-time employee positions, effective the first payroll period commencing on or after July 1, 2026; and

**WHEREAS**, the City desires to fund one (1) represented, classified full-time Janitor position and one (1) unrepresented, unclassified part-time Library Aide I 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 Approved and Ordered Funded.**

One (1) represented, classified full-time Janitor position, and one (1) unrepresented, unclassified part-time Library Aide I position are hereby approved and ordered funded.

## **SECTION 3. Applicability to other Governing Documents.**

This Resolution shall repeal, supersede, and replace Resolution No. 2026-28-3839. 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. 2026-36-3874, which is being concurrently considered herewith, relating to the compensation and benefits of unclassified, unrepresented management employees, or on any approved or adopted memoranda of understanding.

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

## **SECTION 4. 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 5. Salary and Wage Schedule.**

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

**SECTION 6. Certification.**

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

**PASSED, APPROVED AND ADOPTED** this 24th day of June 2026.

---

H. Manuel Ortiz, Mayor

ATTEST:

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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. 2026-37-3848 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 24th day of June 2026, by the following vote:

AYES:           Councilmembers:

NOES:           Councilmembers:

ABSENT:        Councilmembers:

ABSTAIN:       Councilmembers:

---

Laura M. Nieto, MMC  
Chief Deputy City Clerk

EXHIBIT A  
**CITY OF IRWINDALE**  
**Full-Time Salary Schedule**  
**Fiscal Year 2026-2027**  
**Effective July 5, 2026**

| Unit        | Position Title                            | Authorized<br>Position<br>Count | Period    | Range   | Step A   | Step B   | Step C   | Step D    | Step E    |
|-------------|-------------------------------------------|---------------------------------|-----------|---------|----------|----------|----------|-----------|-----------|
| Legislative | Councilmember                             | 5                               | Bi-Weekly | Elected | 346.23   | 346.23   | 346.23   | 346.23    | 346.23    |
|             |                                           |                                 | Monthly   |         | 750.16   | 750.16   | 750.16   | 750.16    | 750.16    |
|             |                                           |                                 | Annual    |         | 9,001.92 | 9,001.92 | 9,001.92 | 9,001.92  | 9,001.92  |
|             |                                           |                                 |           |         |          |          |          |           |           |
| CM          | City Manager                              | 1                               | Hourly    | 88      | 113.3337 | 119.0005 | 124.9505 | 131.1981  | 137.7582  |
|             |                                           |                                 | Bi-Weekly |         | 9,066.69 | 9,520.04 | 9,996.04 | 10,495.85 | 11,020.65 |
|             |                                           |                                 | Monthly   |         | 19,645   | 20,627   | 21,658   | 22,741    | 23,878    |
|             |                                           |                                 | Annual    |         | 235,734  | 247,521  | 259,897  | 272,892   | 286,537   |
| Director    | Assistant City Manager                    | 1                               | Hourly    | 81      | 95.3438  | 100.1111 | 105.1168 | 110.3726  | 115.8913  |
|             |                                           |                                 | Bi-Weekly |         | 7,627.50 | 8,008.88 | 8,409.35 | 8,829.81  | 9,271.31  |
|             |                                           |                                 | Monthly   |         | 16,526   | 17,353   | 18,220   | 19,131    | 20,088    |
|             |                                           |                                 | Annual    |         | 198,315  | 208,231  | 218,643  | 229,575   | 241,054   |
| Director    | Chief of Police                           | 1                               | Hourly    | 85      | 107.3481 | 112.7154 | 118.3510 | 124.2688  | 130.4822  |
|             |                                           |                                 | Bi-Weekly |         | 8,587.85 | 9,017.23 | 9,468.08 | 9,941.50  | 10,438.58 |
|             |                                           |                                 | Monthly   |         | 18,607   | 19,537   | 20,514   | 21,540    | 22,617    |
|             |                                           |                                 | Annual    |         | 223,284  | 234,448  | 246,170  | 258,479   | 271,403   |
| Director    | Community Development Director            | 1                               | Hourly    | 78      | 88.5356  | 92.9625  | 97.6106  | 102.4913  | 107.6159  |
|             |                                           |                                 | Bi-Weekly |         | 7,082.85 | 7,437.00 | 7,808.85 | 8,199.31  | 8,609.27  |
|             |                                           |                                 | Monthly   |         | 15,346   | 16,114   | 16,919   | 17,765    | 18,653    |
|             |                                           |                                 | Annual    |         | 184,154  | 193,362  | 203,030  | 213,182   | 223,841   |
| Director    | Director of Engineering/Building Official | 1                               | Hourly    | 80      | 93.0183  | 97.6692  | 102.5529 | 107.6808  | 113.0649  |
|             |                                           |                                 | Bi-Weekly |         | 7,441.46 | 7,813.54 | 8,204.23 | 8,614.46  | 9,045.19  |
|             |                                           |                                 | Monthly   |         | 16,123   | 16,929   | 17,776   | 18,665    | 19,598    |
|             |                                           |                                 | Annual    |         | 193,478  | 203,152  | 213,310  | 223,976   | 235,175   |
| Director    | Finance Director/City Treasurer           | 1                               | Hourly    | 79      | 90.7490  | 95.2865  | 100.0510 | 105.0534  | 110.3063  |
|             |                                           |                                 | Bi-Weekly |         | 7,259.92 | 7,622.92 | 8,004.08 | 8,404.27  | 8,824.50  |
|             |                                           |                                 | Monthly   |         | 15,730   | 16,516   | 17,342   | 18,209    | 19,120    |
|             |                                           |                                 | Annual    |         | 188,758  | 198,196  | 208,106  | 218,511   | 229,437   |
| Director    | Public Services Director                  | 1                               | Hourly    | 74      | 80.2096  | 84.2202  | 88.4313  | 92.8529   | 97.4957   |
|             |                                           |                                 | Bi-Weekly |         | 6,416.77 | 6,737.62 | 7,074.50 | 7,428.23  | 7,799.65  |
|             |                                           |                                 | Monthly   |         | 13,903   | 14,598   | 15,328   | 16,095    | 16,899    |
|             |                                           |                                 | Annual    |         | 166,836  | 175,178  | 183,937  | 193,134   | 202,791   |

**CITY OF IRWINDALE**  
**Full-Time Salary Schedule**  
**Fiscal Year 2026-2027**  
**Effective July 5, 2026**

| Unit | Position Title           | Authorized Position Count | Period    | Range | Step A   | Step B   | Step C   | Step D   | Step E   |
|------|--------------------------|---------------------------|-----------|-------|----------|----------|----------|----------|----------|
| ICEA | Accountant               | 0                         | Hourly    | 45    | 39.1957  | 41.1553  | 43.2130  | 45.3736  | 47.6423  |
|      |                          |                           | Bi-Weekly |       | 3,135.65 | 3,292.42 | 3,457.04 | 3,629.88 | 3,811.38 |
|      |                          |                           | Monthly   |       | 6,794    | 7,134    | 7,490    | 7,865    | 8,258    |
|      |                          |                           | Annual    |       | 81,527   | 85,603   | 89,883   | 94,377   | 99,096   |
| ICEA | Administrative Secretary | 0                         | Hourly    | 37    | 32.1688  | 33.7774  | 35.4663  | 37.2399  | 39.1019  |
|      |                          |                           | Bi-Weekly |       | 2,573.50 | 2,702.19 | 2,837.31 | 2,979.19 | 3,128.15 |
|      |                          |                           | Monthly   |       | 5,576    | 5,855    | 6,148    | 6,455    | 6,778    |
|      |                          |                           | Annual    |       | 66,911   | 70,257   | 73,770   | 77,459   | 81,332   |
| ICEA | Aquatics Assistant       | 1                         | Hourly    | 29    | 26.4029  | 27.7231  | 29.1091  | 30.5644  | 32.0928  |
|      |                          |                           | Bi-Weekly |       | 2,112.23 | 2,217.85 | 2,328.73 | 2,445.15 | 2,567.42 |
|      |                          |                           | Monthly   |       | 4,577    | 4,805    | 5,046    | 5,298    | 5,563    |
|      |                          |                           | Annual    |       | 54,918   | 57,664   | 60,547   | 63,574   | 66,753   |
| ICEA | Assistant Planner        | 1                         | Hourly    | 45    | 39.1957  | 41.1553  | 43.2130  | 45.3736  | 47.6423  |
|      |                          |                           | Bi-Weekly |       | 3,135.65 | 3,292.42 | 3,457.04 | 3,629.88 | 3,811.38 |
|      |                          |                           | Monthly   |       | 6,794    | 7,134    | 7,490    | 7,865    | 8,258    |
|      |                          |                           | Annual    |       | 81,527   | 85,603   | 89,883   | 94,377   | 99,096   |
| ICEA | Building Inspector       | 0                         | Hourly    | 44    | 38.2399  | 40.1519  | 42.1596  | 44.2678  | 46.4813  |
|      |                          |                           | Bi-Weekly |       | 3,059.19 | 3,212.15 | 3,372.77 | 3,541.42 | 3,718.50 |
|      |                          |                           | Monthly   |       | 6,628    | 6,960    | 7,308    | 7,673    | 8,057    |
|      |                          |                           | Annual    |       | 79,539   | 83,516   | 87,692   | 92,077   | 96,681   |
| ICEA | Bus Driver               | 1                         | Hourly    | 33    | 29.1442  | 30.6014  | 32.1317  | 33.7385  | 35.4255  |
|      |                          |                           | Bi-Weekly |       | 2,331.54 | 2,448.12 | 2,570.54 | 2,699.08 | 2,834.04 |
|      |                          |                           | Monthly   |       | 5,052    | 5,304    | 5,570    | 5,848    | 6,140    |
|      |                          |                           | Annual    |       | 60,620   | 63,651   | 66,834   | 70,176   | 73,685   |
| ICEA | Code Enforcement Officer | 1                         | Hourly    | 39    | 33.7976  | 35.4875  | 37.2620  | 39.1250  | 41.0813  |
|      |                          |                           | Bi-Weekly |       | 2,703.81 | 2,839.00 | 2,980.96 | 3,130.00 | 3,286.50 |
|      |                          |                           | Monthly   |       | 5,858    | 6,151    | 6,459    | 6,782    | 7,121    |
|      |                          |                           | Annual    |       | 70,299   | 73,814   | 77,505   | 81,380   | 85,449   |
| ICEA | Deputy City Clerk        | 0                         | Hourly    | 41    | 35.5087  | 37.2841  | 39.1486  | 41.1058  | 43.1611  |
|      |                          |                           | Bi-Weekly |       | 2,840.69 | 2,982.73 | 3,131.88 | 3,288.46 | 3,452.88 |
|      |                          |                           | Monthly   |       | 6,155    | 6,463    | 6,786    | 7,125    | 7,481    |
|      |                          |                           | Annual    |       | 73,858   | 77,551   | 81,429   | 85,500   | 89,775   |
| ICEA | Engineering Technician   | 3                         | Hourly    | 40    | 34.6433  | 36.3755  | 38.1942  | 40.1038  | 42.1091  |
|      |                          |                           | Bi-Weekly |       | 2,771.46 | 2,910.04 | 3,055.54 | 3,208.31 | 3,368.73 |
|      |                          |                           | Monthly   |       | 6,005    | 6,305    | 6,620    | 6,951    | 7,299    |
|      |                          |                           | Annual    |       | 72,058   | 75,661   | 79,444   | 83,416   | 87,587   |

**CITY OF IRWINDALE**  
**Full-Time Salary Schedule**  
**Fiscal Year 2026-2027**  
**Effective July 5, 2026**

| Unit | Position Title                    | Authorized Position Count | Period    | Range | Step A   | Step B   | Step C   | Step D   | Step E   |
|------|-----------------------------------|---------------------------|-----------|-------|----------|----------|----------|----------|----------|
| ICEA | Finance Analyst                   | 2                         | Hourly    | 45    | 39.1957  | 41.1553  | 43.2130  | 45.3736  | 47.6423  |
|      |                                   |                           | Bi-Weekly |       | 3,135.65 | 3,292.42 | 3,457.04 | 3,629.88 | 3,811.38 |
|      |                                   |                           | Monthly   |       | 6,794    | 7,134    | 7,490    | 7,865    | 8,258    |
|      |                                   |                           | Annual    |       | 81,527   | 85,603   | 89,883   | 94,377   | 99,096   |
| ICEA | Finance Technician                | 1                         | Hourly    | 36    | 31.3846  | 32.9538  | 34.6014  | 36.3317  | 38.1486  |
|      |                                   |                           | Bi-Weekly |       | 2,510.77 | 2,636.31 | 2,768.12 | 2,906.54 | 3,051.88 |
|      |                                   |                           | Monthly   |       | 5,440    | 5,712    | 5,998    | 6,298    | 6,612    |
|      |                                   |                           | Annual    |       | 65,280   | 68,544   | 71,971   | 75,570   | 79,349   |
| ICEA | Human Resources Specialist        | 0                         | Hourly    | 38    | 32.9731  | 34.6216  | 36.3529  | 38.1707  | 40.0793  |
|      |                                   |                           | Bi-Weekly |       | 2,637.85 | 2,769.73 | 2,908.23 | 3,053.65 | 3,206.35 |
|      |                                   |                           | Monthly   |       | 5,715    | 6,001    | 6,301    | 6,616    | 6,947    |
|      |                                   |                           | Annual    |       | 68,584   | 72,013   | 75,614   | 79,395   | 83,365   |
| ICEA | Inclusion Specialist              | 1                         | Hourly    | 37    | 32.1688  | 33.7774  | 35.4663  | 37.2399  | 39.1019  |
|      |                                   |                           | Bi-Weekly |       | 2,573.50 | 2,702.19 | 2,837.31 | 2,979.19 | 3,128.15 |
|      |                                   |                           | Monthly   |       | 5,576    | 5,855    | 6,148    | 6,455    | 6,778    |
|      |                                   |                           | Annual    |       | 66,911   | 70,257   | 73,770   | 77,459   | 81,332   |
| ICEA | Information Technology Technician | 1                         | Hourly    | 36    | 31.3846  | 32.9538  | 34.6014  | 36.3317  | 38.1486  |
|      |                                   |                           | Bi-Weekly |       | 2,510.77 | 2,636.31 | 2,768.12 | 2,906.54 | 3,051.88 |
|      |                                   |                           | Monthly   |       | 5,440    | 5,712    | 5,998    | 6,298    | 6,612    |
|      |                                   |                           | Annual    |       | 65,280   | 68,544   | 71,971   | 75,570   | 79,349   |
| ICEA | Janitor                           | 1                         | Hourly    | 20    | 21.1409  | 22.1981  | 23.3082  | 24.4736  | 25.6971  |
|      |                                   |                           | Bi-Weekly |       | 1,691.27 | 1,775.85 | 1,864.65 | 1,957.88 | 2,055.77 |
|      |                                   |                           | Monthly   |       | 3,664    | 3,848    | 4,040    | 4,242    | 4,454    |
|      |                                   |                           | Annual    |       | 43,973   | 46,172   | 48,481   | 50,905   | 53,450   |
| ICEA | Library Associate                 | 1                         | Hourly    | 26    | 24.5178  | 25.7438  | 27.0308  | 28.3822  | 29.8014  |
|      |                                   |                           | Bi-Weekly |       | 1,961.42 | 2,059.50 | 2,162.46 | 2,270.58 | 2,384.12 |
|      |                                   |                           | Monthly   |       | 4,250    | 4,462    | 4,685    | 4,920    | 5,166    |
|      |                                   |                           | Annual    |       | 50,997   | 53,547   | 56,224   | 59,035   | 61,987   |
| ICEA | Library Technician                | 2                         | Hourly    | 29    | 26.4029  | 27.7231  | 29.1091  | 30.5644  | 32.0928  |
|      |                                   |                           | Bi-Weekly |       | 2,112.23 | 2,217.85 | 2,328.73 | 2,445.15 | 2,567.42 |
|      |                                   |                           | Monthly   |       | 4,577    | 4,805    | 5,046    | 5,298    | 5,563    |
|      |                                   |                           | Annual    |       | 54,918   | 57,664   | 60,547   | 63,574   | 66,753   |
| ICEA | Maintenance Aide                  | 5                         | Hourly    | 25    | 23.9192  | 25.1154  | 26.3712  | 27.6899  | 29.0745  |
|      |                                   |                           | Bi-Weekly |       | 1,913.54 | 2,009.23 | 2,109.69 | 2,215.19 | 2,325.96 |
|      |                                   |                           | Monthly   |       | 4,146    | 4,353    | 4,571    | 4,800    | 5,040    |
|      |                                   |                           | Annual    |       | 49,752   | 52,240   | 54,852   | 57,595   | 60,475   |

**CITY OF IRWINDALE**  
**Full-Time Salary Schedule**  
**Fiscal Year 2026-2027**  
**Effective July 5, 2026**

| Unit | Position Title              | Authorized Position Count | Period    | Range | Step A   | Step B   | Step C   | Step D   | Step E   |
|------|-----------------------------|---------------------------|-----------|-------|----------|----------|----------|----------|----------|
| ICEA | Maintenance Lead Worker     | 2                         | Hourly    | 43    | 37.3067  | 39.1721  | 41.1308  | 43.1875  | 45.3471  |
|      |                             |                           | Bi-Weekly |       | 2,984.54 | 3,133.77 | 3,290.46 | 3,455.00 | 3,627.77 |
|      |                             |                           | Monthly   |       | 6,467    | 6,790    | 7,129    | 7,486    | 7,860    |
|      |                             |                           | Annual    |       | 77,598   | 81,478   | 85,552   | 89,830   | 94,322   |
| ICEA | Maintenance Worker I        | 2                         | Hourly    | 31    | 27.7394  | 29.1264  | 30.5827  | 32.1120  | 33.7178  |
|      |                             |                           | Bi-Weekly |       | 2,219.15 | 2,330.12 | 2,446.62 | 2,568.96 | 2,697.42 |
|      |                             |                           | Monthly   |       | 4,808    | 5,049    | 5,301    | 5,566    | 5,844    |
|      |                             |                           | Annual    |       | 57,698   | 60,583   | 63,612   | 66,793   | 70,133   |
| ICEA | Maintenance Worker II       | 4                         | Hourly    | 40    | 34.6433  | 36.3755  | 38.1942  | 40.1038  | 42.1091  |
|      |                             |                           | Bi-Weekly |       | 2,771.46 | 2,910.04 | 3,055.54 | 3,208.31 | 3,368.73 |
|      |                             |                           | Monthly   |       | 6,005    | 6,305    | 6,620    | 6,951    | 7,299    |
|      |                             |                           | Annual    |       | 72,058   | 75,661   | 79,444   | 83,416   | 87,587   |
| ICEA | Office Specialist           | 3                         | Hourly    | 29    | 26.4029  | 27.7231  | 29.1091  | 30.5644  | 32.0928  |
|      |                             |                           | Bi-Weekly |       | 2,112.23 | 2,217.85 | 2,328.73 | 2,445.15 | 2,567.42 |
|      |                             |                           | Monthly   |       | 4,577    | 4,805    | 5,046    | 5,298    | 5,563    |
|      |                             |                           | Annual    |       | 54,918   | 57,664   | 60,547   | 63,574   | 66,753   |
| ICEA | Permit Technician           | 1                         | Hourly    | 37    | 32.1688  | 33.7774  | 35.4663  | 37.2399  | 39.1019  |
|      |                             |                           | Bi-Weekly |       | 2,573.50 | 2,702.19 | 2,837.31 | 2,979.19 | 3,128.15 |
|      |                             |                           | Monthly   |       | 5,576    | 5,855    | 6,148    | 6,455    | 6,778    |
|      |                             |                           | Annual    |       | 66,911   | 70,257   | 73,770   | 77,459   | 81,332   |
| ICEA | Planning Technician         | 0                         | Hourly    | 36    | 31.3846  | 32.9538  | 34.6014  | 36.3317  | 38.1486  |
|      |                             |                           | Bi-Weekly |       | 2,510.77 | 2,636.31 | 2,768.12 | 2,906.54 | 3,051.88 |
|      |                             |                           | Monthly   |       | 5,440    | 5,712    | 5,998    | 6,298    | 6,612    |
|      |                             |                           | Annual    |       | 65,280   | 68,544   | 71,971   | 75,570   | 79,349   |
| ICEA | Police Administrative Clerk | 1                         | Hourly    | 28    | 25.7591  | 27.0471  | 28.3995  | 29.8197  | 31.3106  |
|      |                             |                           | Bi-Weekly |       | 2,060.73 | 2,163.77 | 2,271.96 | 2,385.58 | 2,504.85 |
|      |                             |                           | Monthly   |       | 4,465    | 4,688    | 4,923    | 5,169    | 5,427    |
|      |                             |                           | Annual    |       | 53,579   | 56,258   | 59,071   | 62,025   | 65,126   |
| ICEA | Police Records Clerk        | 1                         | Hourly    | 28    | 25.7591  | 27.0471  | 28.3995  | 29.8197  | 31.3106  |
|      |                             |                           | Bi-Weekly |       | 2,060.73 | 2,163.77 | 2,271.96 | 2,385.58 | 2,504.85 |
|      |                             |                           | Monthly   |       | 4,465    | 4,688    | 4,923    | 5,169    | 5,427    |
|      |                             |                           | Annual    |       | 53,579   | 56,258   | 59,071   | 62,025   | 65,126   |

**CITY OF IRWINDALE**  
**Full-Time Salary Schedule**  
**Fiscal Year 2026-2027**  
**Effective July 5, 2026**

| Unit | Position Title                   | Authorized Position Count | Period    | Range | Step A   | Step B   | Step C   | Step D   | Step E   |
|------|----------------------------------|---------------------------|-----------|-------|----------|----------|----------|----------|----------|
| ICEA | Police Records Clerk/ Dispatcher | 0                         | Hourly    | 32    | 28.4327  | 29.8543  | 31.3471  | 32.9144  | 34.5601  |
|      |                                  |                           | Bi-Weekly |       | 2,274.62 | 2,388.35 | 2,507.77 | 2,633.15 | 2,764.81 |
|      |                                  |                           | Monthly   |       | 4,928    | 5,175    | 5,434    | 5,705    | 5,990    |
|      |                                  |                           | Annual    |       | 59,140   | 62,097   | 65,202   | 68,462   | 71,885   |
| ICEA | Police Services Specialist       | 1                         | Hourly    | 41    | 35.5087  | 37.2841  | 39.1486  | 41.1058  | 43.1611  |
|      |                                  |                           | Bi-Weekly |       | 2,840.69 | 2,982.73 | 3,131.88 | 3,288.46 | 3,452.88 |
|      |                                  |                           | Monthly   |       | 6,155    | 6,463    | 6,786    | 7,125    | 7,481    |
|      |                                  |                           | Annual    |       | 73,858   | 77,551   | 81,429   | 85,500   | 89,775   |
| ICEA | Recreation Assistant             | 0                         | Hourly    | 29    | 26.4029  | 27.7231  | 29.1091  | 30.5644  | 32.0928  |
|      |                                  |                           | Bi-Weekly |       | 2,112.23 | 2,217.85 | 2,328.73 | 2,445.15 | 2,567.42 |
|      |                                  |                           | Monthly   |       | 4,577    | 4,805    | 5,046    | 5,298    | 5,563    |
|      |                                  |                           | Annual    |       | 54,918   | 57,664   | 60,547   | 63,574   | 66,753   |
| ICEA | Senior Bus Driver                | 1                         | Hourly    | 37    | 32.1688  | 33.7774  | 35.4663  | 37.2399  | 39.1019  |
|      |                                  |                           | Bi-Weekly |       | 2,573.50 | 2,702.19 | 2,837.31 | 2,979.19 | 3,128.15 |
|      |                                  |                           | Monthly   |       | 5,576    | 5,855    | 6,148    | 6,455    | 6,778    |
|      |                                  |                           | Annual    |       | 66,911   | 70,257   | 73,770   | 77,459   | 81,332   |
| ICEA | Senior Center Assistant          | 1                         | Hourly    | 29    | 26.4029  | 27.7231  | 29.1091  | 30.5644  | 32.0928  |
|      |                                  |                           | Bi-Weekly |       | 2,112.23 | 2,217.85 | 2,328.73 | 2,445.15 | 2,567.42 |
|      |                                  |                           | Monthly   |       | 4,577    | 4,805    | 5,046    | 5,298    | 5,563    |
|      |                                  |                           | Annual    |       | 54,918   | 57,664   | 60,547   | 63,574   | 66,753   |
| ICEA | Senior Center Leader             | 3                         | Hourly    | 19    | 20.6260  | 21.6572  | 22.7399  | 23.8769  | 25.0707  |
|      |                                  |                           | Bi-Weekly |       | 1,650.08 | 1,732.58 | 1,819.19 | 1,910.15 | 2,005.65 |
|      |                                  |                           | Monthly   |       | 3,575    | 3,754    | 3,942    | 4,139    | 4,346    |
|      |                                  |                           | Annual    |       | 42,902   | 45,047   | 47,299   | 49,664   | 52,147   |
| ICEA | Senior Center Leader/Bus Driver  | 1                         | Hourly    | 33    | 29.1442  | 30.6014  | 32.1317  | 33.7385  | 35.4255  |
|      |                                  |                           | Bi-Weekly |       | 2,331.54 | 2,448.12 | 2,570.54 | 2,699.08 | 2,834.04 |
|      |                                  |                           | Monthly   |       | 5,052    | 5,304    | 5,570    | 5,848    | 6,140    |
|      |                                  |                           | Annual    |       | 60,620   | 63,651   | 66,834   | 70,176   | 73,685   |
| ICEA | Senior Center Specialist         | 1                         | Hourly    | 37    | 32.1688  | 33.7774  | 35.4663  | 37.2399  | 39.1019  |
|      |                                  |                           | Bi-Weekly |       | 2,573.50 | 2,702.19 | 2,837.31 | 2,979.19 | 3,128.15 |
|      |                                  |                           | Monthly   |       | 5,576    | 5,855    | 6,148    | 6,455    | 6,778    |
|      |                                  |                           | Annual    |       | 66,911   | 70,257   | 73,770   | 77,459   | 81,332   |
| ICEA | Senior Code Enforcement Officer  | 1                         | Hourly    | 45    | 39.1957  | 41.1553  | 43.2130  | 45.3736  | 47.6423  |
|      |                                  |                           | Bi-Weekly |       | 3,135.65 | 3,292.42 | 3,457.04 | 3,629.88 | 3,811.38 |
|      |                                  |                           | Monthly   |       | 6,794    | 7,134    | 7,490    | 7,865    | 8,258    |
|      |                                  |                           | Annual    |       | 81,527   | 85,603   | 89,883   | 94,377   | 99,096   |
| ICEA | Senior Recreation Leader         | 3                         | Hourly    | 19    | 20.6260  | 21.6572  | 22.7399  | 23.8769  | 25.0707  |
|      |                                  |                           | Bi-Weekly |       | 1,650.08 | 1,732.58 | 1,819.19 | 1,910.15 | 2,005.65 |
|      |                                  |                           | Monthly   |       | 3,575    | 3,754    | 3,942    | 4,139    | 4,346    |
|      |                                  |                           | Annual    |       | 42,902   | 45,047   | 47,299   | 49,664   | 52,147   |

**CITY OF IRWINDALE**  
**Full-Time Salary Schedule**  
**Fiscal Year 2026-2027**  
**Effective July 5, 2026**

| Unit | Position Title                | Authorized<br>Position<br>Count | Period    | Range | Step A   | Step B   | Step C   | Step D   | Step E   |
|------|-------------------------------|---------------------------------|-----------|-------|----------|----------|----------|----------|----------|
| IMEA | Aquatics Supervisor           | 1                               | Hourly    | 47    | 41.1788  | 43.2380  | 45.4000  | 47.6702  | 50.0538  |
|      |                               |                                 | Bi-Weekly |       | 3,294.31 | 3,459.04 | 3,632.00 | 3,813.62 | 4,004.31 |
|      |                               |                                 | Monthly   |       | 7,138    | 7,495    | 7,869    | 8,263    | 8,676    |
|      |                               |                                 | Annual    |       | 85,652   | 89,935   | 94,432   | 99,154   | 104,112  |
| IMEA | Assistant City Engineer       | 0                               | Hourly    | 64    | 62.6591  | 65.7923  | 69.0817  | 72.5361  | 76.1630  |
|      |                               |                                 | Bi-Weekly |       | 5,012.73 | 5,263.38 | 5,526.54 | 5,802.88 | 6,093.04 |
|      |                               |                                 | Monthly   |       | 10,861   | 11,404   | 11,974   | 12,573   | 13,202   |
|      |                               |                                 | Annual    |       | 130,331  | 136,848  | 143,690  | 150,875  | 158,419  |
| IMEA | Assistant Engineer            | 1                               | Hourly    | 52    | 46.5904  | 48.9197  | 51.3659  | 53.9341  | 56.6308  |
|      |                               |                                 | Bi-Weekly |       | 3,727.23 | 3,913.58 | 4,109.27 | 4,314.73 | 4,530.46 |
|      |                               |                                 | Monthly   |       | 8,076    | 8,479    | 8,903    | 9,349    | 9,816    |
|      |                               |                                 | Annual    |       | 96,908   | 101,753  | 106,841  | 112,183  | 117,792  |
| IMEA | Assistant to the City Manager | 1                               | Hourly    | 63    | 61.1313  | 64.1880  | 67.3976  | 70.7673  | 74.3058  |
|      |                               |                                 | Bi-Weekly |       | 4,890.50 | 5,135.04 | 5,391.81 | 5,661.38 | 5,944.46 |
|      |                               |                                 | Monthly   |       | 10,596   | 11,126   | 11,682   | 12,266   | 12,880   |
|      |                               |                                 | Annual    |       | 127,153  | 133,511  | 140,187  | 147,196  | 154,556  |
| IMEA | Associate Engineer            | 1                               | Hourly    | 56    | 51.4274  | 53.9986  | 56.6986  | 59.5337  | 62.5106  |
|      |                               |                                 | Bi-Weekly |       | 4,114.19 | 4,319.88 | 4,535.88 | 4,762.69 | 5,000.85 |
|      |                               |                                 | Monthly   |       | 8,914    | 9,360    | 9,828    | 10,319   | 10,835   |
|      |                               |                                 | Annual    |       | 106,969  | 112,317  | 117,933  | 123,830  | 130,022  |
| IMEA | Associate Planner             | 1                               | Hourly    | 49    | 43.2639  | 45.4269  | 47.6981  | 50.0832  | 52.5875  |
|      |                               |                                 | Bi-Weekly |       | 3,461.12 | 3,634.15 | 3,815.85 | 4,006.65 | 4,207.00 |
|      |                               |                                 | Monthly   |       | 7,499    | 7,874    | 8,268    | 8,681    | 9,115    |
|      |                               |                                 | Annual    |       | 89,989   | 94,488   | 99,212   | 104,173  | 109,382  |
| IMEA | Benefits Administrator        | 1                               | Hourly    | 58    | 54.0308  | 56.7322  | 59.5688  | 62.5471  | 65.6745  |
|      |                               |                                 | Bi-Weekly |       | 4,322.46 | 4,538.58 | 4,765.50 | 5,003.77 | 5,253.96 |
|      |                               |                                 | Monthly   |       | 9,365    | 9,834    | 10,325   | 10,842   | 11,384   |
|      |                               |                                 | Annual    |       | 112,384  | 118,003  | 123,903  | 130,098  | 136,603  |
| IMEA | Chief Deputy City Clerk       | 1                               | Hourly    | 58    | 54.0308  | 56.7322  | 59.5688  | 62.5471  | 65.6745  |
|      |                               |                                 | Bi-Weekly |       | 4,322.46 | 4,538.58 | 4,765.50 | 5,003.77 | 5,253.96 |
|      |                               |                                 | Monthly   |       | 9,365    | 9,834    | 10,325   | 10,842   | 11,384   |
|      |                               |                                 | Annual    |       | 112,384  | 118,003  | 123,903  | 130,098  | 136,603  |

**CITY OF IRWINDALE**  
**Full-Time Salary Schedule**  
**Fiscal Year 2026-2027**  
**Effective July 5, 2026**

| Unit | Position Title                             | Authorized Position Count | Period    | Range | Step A   | Step B   | Step C   | Step D   | Step E   |
|------|--------------------------------------------|---------------------------|-----------|-------|----------|----------|----------|----------|----------|
| IMEA | City Librarian                             | 1                         | Hourly    | 62    | 59.6404  | 62.6226  | 65.7538  | 69.0413  | 72.4933  |
|      |                                            |                           | Bi-Weekly |       | 4,771.23 | 5,009.81 | 5,260.31 | 5,523.31 | 5,799.46 |
|      |                                            |                           | Monthly   |       | 10,338   | 10,855   | 11,397   | 11,967   | 12,566   |
|      |                                            |                           | Annual    |       | 124,052  | 130,255  | 136,768  | 143,606  | 150,786  |
| IMEA | Communications and Records Supervisor      | 1                         | Hourly    | 48    | 42.2096  | 44.3202  | 46.5361  | 48.8630  | 51.3063  |
|      |                                            |                           | Bi-Weekly |       | 3,376.77 | 3,545.62 | 3,722.88 | 3,909.04 | 4,104.50 |
|      |                                            |                           | Monthly   |       | 7,316    | 7,682    | 8,066    | 8,470    | 8,893    |
|      |                                            |                           | Annual    |       | 87,796   | 92,186   | 96,795   | 101,635  | 106,717  |
| IMEA | Community Development Manager/City Planner | 0                         | Hourly    | 62    | 59.6404  | 62.6226  | 65.7538  | 69.0413  | 72.4933  |
|      |                                            |                           | Bi-Weekly |       | 4,771.23 | 5,009.81 | 5,260.31 | 5,523.31 | 5,799.46 |
|      |                                            |                           | Monthly   |       | 10,338   | 10,855   | 11,397   | 11,967   | 12,566   |
|      |                                            |                           | Annual    |       | 124,052  | 130,255  | 136,768  | 143,606  | 150,786  |
| IMEA | Construction Compliance Manager            | 1                         | Hourly    | 62    | 59.6404  | 62.6226  | 65.7538  | 69.0413  | 72.4933  |
|      |                                            |                           | Bi-Weekly |       | 4,771.23 | 5,009.81 | 5,260.31 | 5,523.31 | 5,799.46 |
|      |                                            |                           | Monthly   |       | 10,338   | 10,855   | 11,397   | 11,967   | 12,566   |
|      |                                            |                           | Annual    |       | 124,052  | 130,255  | 136,768  | 143,606  | 150,786  |
| IMEA | Economic Development Coordinator           | 0                         | Hourly    | 53    | 47.7553  | 50.1433  | 52.6505  | 55.2832  | 58.0471  |
|      |                                            |                           | Bi-Weekly |       | 3,820.42 | 4,011.46 | 4,212.04 | 4,422.65 | 4,643.77 |
|      |                                            |                           | Monthly   |       | 8,278    | 8,692    | 9,126    | 9,582    | 10,062   |
|      |                                            |                           | Annual    |       | 99,331   | 104,298  | 109,513  | 114,989  | 120,738  |
| IMEA | Executive Assistant                        | 0                         | Hourly    | 43    | 37.3067  | 39.1721  | 41.1308  | 43.1875  | 45.3471  |
|      |                                            |                           | Bi-Weekly |       | 2,984.54 | 3,133.77 | 3,290.46 | 3,455.00 | 3,627.77 |
|      |                                            |                           | Monthly   |       | 6,467    | 6,790    | 7,129    | 7,486    | 7,860    |
|      |                                            |                           | Annual    |       | 77,598   | 81,478   | 85,552   | 89,830   | 94,322   |
| IMEA | Finance Manager                            | 1                         | Hourly    | 68    | 69.1639  | 72.6221  | 76.2534  | 80.0659  | 84.0692  |
|      |                                            |                           | Bi-Weekly |       | 5,533.12 | 5,809.77 | 6,100.27 | 6,405.27 | 6,725.54 |
|      |                                            |                           | Monthly   |       | 11,988   | 12,588   | 13,217   | 13,878   | 14,572   |
|      |                                            |                           | Annual    |       | 143,861  | 151,054  | 158,607  | 166,537  | 174,864  |
| IMEA | Housing Coordinator                        | 1                         | Hourly    | 53    | 47.7553  | 50.1433  | 52.6505  | 55.2832  | 58.0471  |
|      |                                            |                           | Bi-Weekly |       | 3,820.42 | 4,011.46 | 4,212.04 | 4,422.65 | 4,643.77 |
|      |                                            |                           | Monthly   |       | 8,278    | 8,692    | 9,126    | 9,582    | 10,062   |
|      |                                            |                           | Annual    |       | 99,331   | 104,298  | 109,513  | 114,989  | 120,738  |

**CITY OF IRWINDALE**  
**Full-Time Salary Schedule**  
**Fiscal Year 2026-2027**  
**Effective July 5, 2026**

| Unit | Position Title                            | Authorized<br>Position<br>Count | Period    | Range | Step A   | Step B   | Step C   | Step D   | Step E   |
|------|-------------------------------------------|---------------------------------|-----------|-------|----------|----------|----------|----------|----------|
| IMEA | Human Resources/Risk Manager              | 1                               | Hourly    | 67    | 67.4774  | 70.8514  | 74.3942  | 78.1139  | 82.0197  |
|      |                                           |                                 | Bi-Weekly |       | 5,398.19 | 5,668.12 | 5,951.54 | 6,249.12 | 6,561.58 |
|      |                                           |                                 | Monthly   |       | 11,696   | 12,281   | 12,895   | 13,540   | 14,217   |
|      |                                           |                                 | Annual    |       | 140,353  | 147,371  | 154,740  | 162,477  | 170,601  |
| IMEA | Information Technology Manager            | 1                               | Hourly    | 63    | 61.1313  | 64.1880  | 67.3976  | 70.7673  | 74.3058  |
|      |                                           |                                 | Bi-Weekly |       | 4,890.50 | 5,135.04 | 5,391.81 | 5,661.38 | 5,944.46 |
|      |                                           |                                 | Monthly   |       | 10,596   | 11,126   | 11,682   | 12,266   | 12,880   |
|      |                                           |                                 | Annual    |       | 127,153  | 133,511  | 140,187  | 147,196  | 154,556  |
| IMEA | Management Analyst                        | 5                               | Hourly    | 47    | 41.1788  | 43.2380  | 45.4000  | 47.6702  | 50.0538  |
|      |                                           |                                 | Bi-Weekly |       | 3,294.31 | 3,459.04 | 3,632.00 | 3,813.62 | 4,004.31 |
|      |                                           |                                 | Monthly   |       | 7,138    | 7,495    | 7,869    | 8,263    | 8,676    |
|      |                                           |                                 | Annual    |       | 85,652   | 89,935   | 94,432   | 99,154   | 104,112  |
| IMEA | Plan Check Engineer                       | 1                               | Hourly    | 58    | 54.0308  | 56.7322  | 59.5688  | 62.5471  | 65.6745  |
|      |                                           |                                 | Bi-Weekly |       | 4,322.46 | 4,538.58 | 4,765.50 | 5,003.77 | 5,253.96 |
|      |                                           |                                 | Monthly   |       | 9,365    | 9,834    | 10,325   | 10,842   | 11,384   |
|      |                                           |                                 | Annual    |       | 112,384  | 118,003  | 123,903  | 130,098  | 136,603  |
| IMEA | Police Captain                            | 1                               | Hourly    | 77    | 88.1058  | 92.5111  | 97.1365  | 101.9933 | 107.0928 |
|      |                                           |                                 | Bi-Weekly |       | 7,048.46 | 7,400.88 | 7,770.92 | 8,159.46 | 8,567.42 |
|      |                                           |                                 | Monthly   |       | 15,272   | 16,035   | 16,837   | 17,679   | 18,563   |
|      |                                           |                                 | Annual    |       | 183,260  | 192,423  | 202,044  | 212,146  | 222,753  |
| IMEA | Police Lieutenant                         | 1                               | Hourly    | 71    | 75.9731  | 79.7716  | 83.7601  | 87.9481  | 92.3457  |
|      |                                           |                                 | Bi-Weekly |       | 6,077.85 | 6,381.73 | 6,700.81 | 7,035.85 | 7,387.65 |
|      |                                           |                                 | Monthly   |       | 13,169   | 13,827   | 14,518   | 15,244   | 16,007   |
|      |                                           |                                 | Annual    |       | 158,024  | 165,925  | 174,221  | 182,932  | 192,079  |
| IMEA | Project Manager - Construction Compliance | 1                               | Hourly    | 48    | 42.2096  | 44.3202  | 46.5361  | 48.8630  | 51.3063  |
|      |                                           |                                 | Bi-Weekly |       | 3,376.77 | 3,545.62 | 3,722.88 | 3,909.04 | 4,104.50 |
|      |                                           |                                 | Monthly   |       | 7,316    | 7,682    | 8,066    | 8,470    | 8,893    |
|      |                                           |                                 | Annual    |       | 87,796   | 92,186   | 96,795   | 101,635  | 106,717  |
| IMEA | Project Manager - Mining                  | 0                               | Hourly    | 62    | 59.6404  | 62.6226  | 65.7538  | 69.0413  | 72.4933  |
|      |                                           |                                 | Bi-Weekly |       | 4,771.23 | 5,009.81 | 5,260.31 | 5,523.31 | 5,799.46 |
|      |                                           |                                 | Monthly   |       | 10,338   | 10,855   | 11,397   | 11,967   | 12,566   |
|      |                                           |                                 | Annual    |       | 124,052  | 130,255  | 136,768  | 143,606  | 150,786  |
| IMEA | Public Works Maintenance Supervisor       | 1                               | Hourly    | 48    | 42.2096  | 44.3202  | 46.5361  | 48.8630  | 51.3063  |
|      |                                           |                                 | Bi-Weekly |       | 3,376.77 | 3,545.62 | 3,722.88 | 3,909.04 | 4,104.50 |
|      |                                           |                                 | Monthly   |       | 7,316    | 7,682    | 8,066    | 8,470    | 8,893    |
|      |                                           |                                 | Annual    |       | 87,796   | 92,186   | 96,795   | 101,635  | 106,717  |

**CITY OF IRWINDALE**  
**Full-Time Salary Schedule**  
**Fiscal Year 2026-2027**  
**Effective July 5, 2026**

| Unit | Position Title                                  | Authorized Position Count | Period    | Range | Step A   | Step B   | Step C   | Step D   | Step E   |
|------|-------------------------------------------------|---------------------------|-----------|-------|----------|----------|----------|----------|----------|
| IMEA | Public Works Services Manager                   | 0                         | Hourly    | 62    | 59.6404  | 62.6226  | 65.7538  | 69.0413  | 72.4933  |
|      |                                                 |                           | Bi-Weekly |       | 4,771.23 | 5,009.81 | 5,260.31 | 5,523.31 | 5,799.46 |
|      |                                                 |                           | Monthly   |       | 10,338   | 10,855   | 11,397   | 11,967   | 12,566   |
|      |                                                 |                           | Annual    |       | 124,052  | 130,255  | 136,768  | 143,606  | 150,786  |
| IMEA | Recreation Manager                              | 1                         | Hourly    | 62    | 59.6404  | 62.6226  | 65.7538  | 69.0413  | 72.4933  |
|      |                                                 |                           | Bi-Weekly |       | 4,771.23 | 5,009.81 | 5,260.31 | 5,523.31 | 5,799.46 |
|      |                                                 |                           | Monthly   |       | 10,338   | 10,855   | 11,397   | 11,967   | 12,566   |
|      |                                                 |                           | Annual    |       | 124,052  | 130,255  | 136,768  | 143,606  | 150,786  |
| IMEA | Recreation Supervisor                           | 2                         | Hourly    | 47    | 41.1788  | 43.2380  | 45.4000  | 47.6702  | 50.0538  |
|      |                                                 |                           | Bi-Weekly |       | 3,294.31 | 3,459.04 | 3,632.00 | 3,813.62 | 4,004.31 |
|      |                                                 |                           | Monthly   |       | 7,138    | 7,495    | 7,869    | 8,263    | 8,676    |
|      |                                                 |                           | Annual    |       | 85,652   | 89,935   | 94,432   | 99,154   | 104,112  |
| IMEA | Senior Center Manager                           | 1                         | Hourly    | 62    | 59.6404  | 62.6226  | 65.7538  | 69.0413  | 72.4933  |
|      |                                                 |                           | Bi-Weekly |       | 4,771.23 | 5,009.81 | 5,260.31 | 5,523.31 | 5,799.46 |
|      |                                                 |                           | Monthly   |       | 10,338   | 10,855   | 11,397   | 11,967   | 12,566   |
|      |                                                 |                           | Annual    |       | 124,052  | 130,255  | 136,768  | 143,606  | 150,786  |
| IMEA | Senior Finance Analyst                          | 1                         | Hourly    | 51    | 45.4538  | 47.7264  | 50.1130  | 52.6188  | 55.2495  |
|      |                                                 |                           | Bi-Weekly |       | 3,636.31 | 3,818.12 | 4,009.04 | 4,209.50 | 4,419.96 |
|      |                                                 |                           | Monthly   |       | 7,879    | 8,273    | 8,686    | 9,121    | 9,577    |
|      |                                                 |                           | Annual    |       | 94,544   | 99,271   | 104,235  | 109,447  | 114,919  |
| IMEA | Senior Human Resources/ Risk Management Analyst | 0                         | Hourly    | 53    | 47.7553  | 50.1433  | 52.6505  | 55.2832  | 58.0471  |
|      |                                                 |                           | Bi-Weekly |       | 3,820.42 | 4,011.46 | 4,212.04 | 4,422.65 | 4,643.77 |
|      |                                                 |                           | Monthly   |       | 8,278    | 8,692    | 9,126    | 9,582    | 10,062   |
|      |                                                 |                           | Annual    |       | 99,331   | 104,298  | 109,513  | 114,989  | 120,738  |
| IMEA | Senior Management Analyst                       | 0                         | Hourly    | 53    | 47.7553  | 50.1433  | 52.6505  | 55.2832  | 58.0471  |
|      |                                                 |                           | Bi-Weekly |       | 3,820.42 | 4,011.46 | 4,212.04 | 4,422.65 | 4,643.77 |
|      |                                                 |                           | Monthly   |       | 8,278    | 8,692    | 9,126    | 9,582    | 10,062   |
|      |                                                 |                           | Annual    |       | 99,331   | 104,298  | 109,513  | 114,989  | 120,738  |
| IMEA | Senior Planner                                  | 1                         | Hourly    | 55    | 50.1731  | 52.6817  | 55.3159  | 58.0817  | 60.9861  |
|      |                                                 |                           | Bi-Weekly |       | 4,013.85 | 4,214.54 | 4,425.27 | 4,646.54 | 4,878.88 |
|      |                                                 |                           | Monthly   |       | 8,697    | 9,132    | 9,588    | 10,068   | 10,571   |
|      |                                                 |                           | Annual    |       | 104,360  | 109,578  | 115,057  | 120,810  | 126,851  |
| IMEA | Supervising Librarian                           | 1                         | Hourly    | 53    | 47.7553  | 50.1433  | 52.6505  | 55.2832  | 58.0471  |
|      |                                                 |                           | Bi-Weekly |       | 3,820.42 | 4,011.46 | 4,212.04 | 4,422.65 | 4,643.77 |
|      |                                                 |                           | Monthly   |       | 8,278    | 8,692    | 9,126    | 9,582    | 10,062   |
|      |                                                 |                           | Annual    |       | 99,331   | 104,298  | 109,513  | 114,989  | 120,738  |

**CITY OF IRWINDALE**  
**Full-Time Salary Schedule**  
**Fiscal Year 2026-2027**  
**Effective July 5, 2026**

| Unit | Position Title          | Authorized<br>Position<br>Count | Period    | Range | Step A   | Step B   | Step C   | Step D   | Step E   |
|------|-------------------------|---------------------------------|-----------|-------|----------|----------|----------|----------|----------|
| IPOA | Police Sergeant         | 6                               | Hourly    | 63    | 62.0510  | 65.1534  | 68.4111  | 71.8317  | 75.4236  |
|      |                         |                                 | Bi-Weekly |       | 4,964.08 | 5,212.27 | 5,472.88 | 5,746.54 | 6,033.88 |
|      |                         |                                 | Monthly   |       | 10,756   | 11,293   | 11,858   | 12,451   | 13,073   |
|      |                         |                                 | Annual    |       | 129,066  | 135,519  | 142,295  | 149,410  | 156,881  |
| IPOA | Police Officer          | 21                              | Hourly    | 52    | 47.2918  | 49.6563  | 52.1389  | 54.7457  | 57.4832  |
|      |                         |                                 | Bi-Weekly |       | 3,783.35 | 3,972.50 | 4,171.12 | 4,379.65 | 4,598.65 |
|      |                         |                                 | Monthly   |       | 8,197    | 8,607    | 9,037    | 9,489    | 9,964    |
|      |                         |                                 | Annual    |       | 98,367   | 103,285  | 108,449  | 113,871  | 119,565  |
| IPOA | Police Dispatcher/Clerk | 6                               | Hourly    | 38    | 32.4952  | 34.1202  | 35.8264  | 37.6178  | 39.4986  |
|      |                         |                                 | Bi-Weekly |       | 2,599.62 | 2,729.62 | 2,866.12 | 3,009.42 | 3,159.88 |
|      |                         |                                 | Monthly   |       | 5,633    | 5,914    | 6,210    | 6,520    | 6,846    |
|      |                         |                                 | Annual    |       | 67,590   | 70,970   | 74,519   | 78,245   | 82,157   |

**CITY OF IRWINDALE**  
**Part-Time Salary Schedule**  
**Fiscal Year 2026-2027**  
**Effective July 5, 2026**

**Part-Time - Hourly Rates**

| <b>Position Title</b>      | <b>Rate</b> |
|----------------------------|-------------|
| Aquatics Aide/Pool Cashier | 20.58       |
| Assistant Pool Manager     | 25.69       |
| Bus Driver                 | 29.14       |
| Communications Specialist  | 37.30       |
| Community Service Officer  | 22.16       |
| Finance Assistant          | 25.07       |
| Intern                     | 23.37       |
| Library Aide I             | 22.16       |
| Library Aide II            | 24.46       |
| Lifeguard                  | 21.08       |
| Office Specialist          | 26.40       |
| Police Officer Trainee     | 41.79       |
| Recreation Aide            | 20.58       |
| Reserve Police Officer     | 47.29       |
| Senior Center Aide         | 20.58       |
| Senior Lifeguard           | 23.27       |
| Summer Youth Worker        | 16.90       |
| Tutor                      | 23.37       |

*City of*  
**IRWINDALE**  
**AGENDA REPORT**

---

Date: June 24, 2026

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Accepting and Approving the FY 2026-2027 Donation from the Irwindale Community Foundation, and Authorizing Appropriation into FY 2026-2027 Budget

---

**City Manager's Recommendation:**

**Adopt Resolution No. 2026-41-3852 entitled:** "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING THE CITY TO: 1) ACCEPT IRWINDALE COMMUNITY FOUNDATION DONATION OF \$94,120; 2) APPROPRIATE DONATED AMOUNT INTO RESPECTIVE DIVISIONS' BUDGETS; AND 3) APPROPRIATE AND EXPEND IRWINDALE COMMUNITY FOUNDATION ADMINISTRATIVE AND OPERATING ANNUAL BUDGET OF \$44,000".

**Administrative Action:**

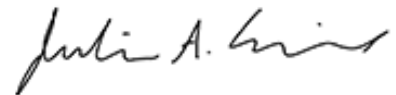
**Submitted, Prepared & Reviewed by:**

Kambiz Borhani, Finance Director / City Treasurer



**Approved by:**

Julian A. Miranda, City Manager



**Background and Analysis:**

On March 17, 2026, staff presented ICF's proposed Fiscal Year ("FY") 2026-2027 \$44,000 operating budget, along with \$94,120 in City of Irwindale's funding requests totaling \$138,120 for community programs, activities, and events. For FY 2026–2027, the ICF Board approved operating budget appropriation of funds, and the City of Irwindale's donations as follows:

**ICF FY 2026-2027 Budget**

|                                      |                 |                 |
|--------------------------------------|-----------------|-----------------|
| Administrative Budget                | \$10,600        |                 |
| Operating Budget                     | <u>\$33,400</u> |                 |
| <b>Total ICF FY 2026-2027 Budget</b> |                 | <b>\$44,000</b> |

**FY 2026-2027 City of Irwindale Donations**

|                             |                 |
|-----------------------------|-----------------|
| Aquatics                    | \$10,000        |
| Library                     | \$34,995        |
| Public Services Maintenance | \$750           |
| Recreation                  | \$18,100        |
| Senior Center               | <u>\$30,275</u> |

**Total FY 2026-2027 City of Irwindale Donations** **\$94,120**

**Total FY 2026-2027 ICF Budget and City of Irwindale Division Donations** **\$138,120**

The City's requests will be funded by appropriating \$94,120 and donating these funds to the City of Irwindale to fund community programs and activities.

**Fiscal Impact:**

Approving Resolution No. 2026-41-3852 will authorize the City to accept, appropriate, and disburse the \$94,120 into proper expenditure budgets for Aquatics, Library, Public Services Maintenance, Recreation, and Senior Center. The appropriations will allow the division(s) to offer the recommended programs, activities, and services listed in Attachment "A" for the benefit of the Irwindale community.

The City Council also authorizes staff to appropriate and expend ICF's \$44,000 operating budget in accordance with the FY 2026-2027 adopted budget approved by the ICF Board.

**Attachments:**

|    |                             |
|----|-----------------------------|
| 1. | Resolution No. 2026-41-3852 |
| 2. | Attachment A                |

**RESOLUTION NO. 2026-41-3852**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
IRWINDALE AUTHORIZING THE CITY TO: 1) ACCEPT IRWINDALE  
COMMUNITY FOUNDATION DONATION OF \$94,120; 2)  
APPROPRIATE DONATED AMOUNT INTO RESPECTIVE DIVISIONS'  
BUDGETS; AND 3) APPROPRIATE AND EXPEND IRWINDALE  
COMMUNITY FOUNDATION ADMINISTRATIVE AND OPERATING  
ANNUAL BUDGET OF \$44,000**

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

**WHEREAS**, during the board meetings on March 17 and May 5, 2026, the Irwindale Community Foundation Board approved an appropriation of \$94,120 donation to the City of Irwindale; and

**WHEREAS**, the City Council hereby accepts the donation of \$94,120 and authorizes appropriation of these funds the divisions of Aquatics (\$10,000), Library (\$34,995), Public Services Maintenance (\$750), Recreation (\$18,100), and Senior Center (\$30,275); and

**WHEREAS**, the City Council hereby also authorizes staff to appropriate and expend Irwindale Community Foundation Administrative budget of \$10,600, and Operating budget of \$33,400 in accordance with the Fiscal Year ("FY") 2026-2027 adopted budget approved by the Board; and

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

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

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

**Section 2.** The City Council hereby accepts the \$94,120 donation provided to the City for the support of community benefits and services to benefit the community.

**Section 3.** The City Council hereby approves and authorizes the appropriation of the donated amount into respective divisions' budgets as itemized on Attachment "A". City Staff shall coordinate with the Irwindale Community Foundation

and are authorized to take all actions reasonably necessary to carry out the intent and purpose of this Resolution.

**Section 4.** The City Council hereby authorizes staff to appropriate and expend Irwindale Community Foundation \$44,000 administrative and operating budgets in accordance with FY 2026-2027 budget approved by the Irwindale Community Foundation Board.

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

**PASSED, APPROVED and ADOPTED** this 24<sup>th</sup> day of June 2026.

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H. Manuel Ortiz, Mayor

ATTEST

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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. 2026-41-3852 was duly adopted by the City Council of the City of the City of Irwindale, at a regular meeting held on the 24<sup>th</sup> day of June 2026, by the following vote:

AYES:           Councilmembers:

NOES:           Councilmembers:

ABSENT:        Councilmembers:

ABSTAIN:       Councilmembers

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Laura M. Nieto, MMC  
Chief Deputy City Clerk

IRWINDALE COMMUNITY FOUNDATION  
FISCAL YEAR 2026-2027  
ICF ADOPTED BUDGET | APPROVED DIVISION'S FUNDING DONATION  
June 24, 2026

| ADMINISTRATIVE BUDGET           |                                                                    |                |                   |  |
|---------------------------------|--------------------------------------------------------------------|----------------|-------------------|--|
| Item                            | Description                                                        | Adopted Budget | # of Participants |  |
| Administrative Costs            | Bank Fees, Audit Services, Legal Services, Tax Filings, CivicClerk | 9,000          | N/A               |  |
| Uniforms                        | Polo shirt for new board member                                    | 100            | 1                 |  |
| Supplies                        | Printing Services, Stamps, Envelopes                               | 1,500          | N/A               |  |
| SUB-TOTAL ADMINISTRATION BUDGET |                                                                    | 10,600         |                   |  |

| OPERATING BUDGET           |                                                                                                    |                |                   |  |
|----------------------------|----------------------------------------------------------------------------------------------------|----------------|-------------------|--|
| Item                       | Description                                                                                        | Adopted Budget | # of Participants |  |
| Graduate Recognition       | Yard Signs, Banners, Gift Cards                                                                    | 5,000          | 20                |  |
| Mayor's Prayer Breakfast   | Breakfast, beverages, supplies, miscellaneous expenses                                             | 1,900          | 75                |  |
| Young Citizen Competition  | Scholarship Awards to contestants (1st - \$3,000, 2nd - \$1,500, 3rd - \$1,000, Runner-Up - \$500) | 6,500          | 5                 |  |
| Annual Gift Card Giveaway  | Holiday Giftcards (200 Giftcards @ \$100 each)                                                     | 20,000         | 200               |  |
| SUB-TOTAL OPERATING BUDGET |                                                                                                    | 33,400         |                   |  |

|                  |  |        |  |  |
|------------------|--|--------|--|--|
| TOTAL ICF BUDGET |  | 44,000 |  |  |
|------------------|--|--------|--|--|

IRWINDALE COMMUNITY FOUNDATION  
FISCAL YEAR 2026-2027  
ICF ADOPTED BUDGET | APPROVED DIVISION'S FUNDING DONATION  
June 24, 2026

| AQUATICS                        |                                                                                     |                 |                   |
|---------------------------------|-------------------------------------------------------------------------------------|-----------------|-------------------|
| Item                            | Description                                                                         | Aproved Funding | # of Participants |
| Small Tools and Minor Equipment | Eight (8) custom canopies for special events, registration, swim team, and training | 10,000          |                   |
| TOTAL AQUATICS                  |                                                                                     | 10,000          |                   |

| LIBRARY       |                                                                                                                                         |                 |                   |
|---------------|-----------------------------------------------------------------------------------------------------------------------------------------|-----------------|-------------------|
| Item          | Description                                                                                                                             | Aproved Funding | # of Participants |
| AWE Computers | Two (2) AWE all-in-one touchscreen computer learning station; content for ages 2-12 including math, coding, art, language skills, games | 13,495          | 50-100/event      |
| Laptop Kiosk  | Twelve (12) bay laptop anytime kiosk vending machine; allows users to checkout and use anywhere within the library building             | 21,500          |                   |
| TOTAL LIBRARY |                                                                                                                                         | 34,995          |                   |

| PUBLIC SERVICE MAINTENANCE       |                                                                                            |                 |                   |
|----------------------------------|--------------------------------------------------------------------------------------------|-----------------|-------------------|
| Item                             | Description                                                                                | Aproved Funding | # of Participants |
| Program Supplies                 | Public Services Maintenance community classes ( birdhouses, bird feeder, wind chime, etc.) | 750             | 50                |
| TOTAL PUBLIC SERVICE MAINTENANCE |                                                                                            | 750             |                   |

| RECREATION                        |                                                                                                                           |                 |                   |
|-----------------------------------|---------------------------------------------------------------------------------------------------------------------------|-----------------|-------------------|
| Item                              | Description                                                                                                               | Aproved Funding | # of Participants |
| RockAbilities Events and Supplies | Supplies for 12 monthly events (\$6,100); Zumba classes, other classes & supplies for the RockAbilities program (\$4,000) | 10,100          | 100/event         |
| Adult Trips                       | One (1) Adult Fishing Trip                                                                                                | 7,000           | 40                |
| Kindness Krew                     | Giveaways, donations and more                                                                                             | 1,000           | 100+              |
| TOTAL RECREATION                  |                                                                                                                           | 18,100          |                   |

| SENIOR CENTER                       |                                                                                                                                             |                 |                   |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-------------------|
| Item                                | Description                                                                                                                                 | Aproved Funding | # of Participants |
| Operating Supplies - Exercise Equip | Strength training machine for seniors to work on strength, flexibility, and balance                                                         | 17,000          | 10-15 users/month |
| Contract Instructor                 | Continuing Sewing Class, Gentle Mat Yoga, and Zumba Gold (\$9,225); Increase in instructor compensation and New mat pilates class (\$3,375) | 13,275          | 65                |
| TOTAL SENIOR CENTER                 |                                                                                                                                             | 30,275          |                   |

|                                            |  |           |
|--------------------------------------------|--|-----------|
|                                            |  | Total     |
| TOTAL ICF ADOPTED BUDGET                   |  | \$44,000  |
| TOTAL APPROVED DIVISION'S FUNDING DONATION |  | \$94,120  |
| GRAND TOTAL                                |  | \$138,120 |

Item #18.F.

*City of*  
**IRWINDALE**  
**AGENDA REPORT**

---

Date: June 24, 2026  
To: Honorable Mayor and Members of the City Council  
From: Julian A. Miranda, City Manager  
Issue: Award of Contract for Construction of Refresh Citywide Arterial Street Striping and Pavement Markings; P-1076

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**City Manager's Recommendation:**

That the City Council (1) authorize the City Manager to enter into an agreement with Superior Pavement Markings, LLC in the amount of \$298,904.00 for the Refresh Citywide Arterial Street Striping and Pavement Marking Project; P-1076, subject to final approval as to form by the City Attorney's Office (2) Approve a 10% contingency in the amount of \$29,890.40 to cover any unforeseeable conditions that may arise during construction.

**Administrative Action:**

**Submitted by:**

Eddie Chan, Director of Engineering/ Building Official



**Prepared by:**

Miguel Jimenez, Assistant Engineer

Electronically Approved

**Reviewed by:**

Jamie Koontz, Assistant City Attorney

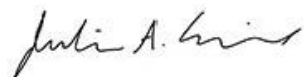


Kambiz Borhani, Finance Director / City Treasurer



**Approved by:**

Julian A. Miranda, City Manager



## Background and Analysis:

As part of the City's Capital Improvement Program, several streets were identified for the refreshment of striping and pavement markings. The Refresh Citywide Arterial Street Striping and Pavement Marking Project includes restriping lane lines and pavement markings, as well as installing raised reflective pavement markers on various arterial streets throughout the City of Irwindale and along the shared boundary between the City of Irwindale and the City of Baldwin Park.

Project locations include Arrow Highway, Live Oak Avenue, Irwindale Avenue, Foothill Boulevard, Rivergrade Road, Los Angeles Street, and Avenida Barbosa. The project is intended to enhance traffic safety and maintain the overall functionality of the City's roadway network.

On April 20 and 27, 2026, a Notice Inviting Bids for the project was advertised in the San Gabriel Valley Tribune. The final submission date for bids on the PlanetBids platform was May 12, 2026, at 10:00 am. The City received one (1) bid with the following result:

| No. | Contractor                      | Base Bid  | Alternate Bid | Total Bid |
|-----|---------------------------------|-----------|---------------|-----------|
| 1   | Superior Pavement Markings, LLC | \$190,064 | \$108,840     | \$298,904 |

Staff reviewed the bid proposal and found Superior Pavement Markings, LLC to have a valid California contractor's license, Department of Industrial Relations (DIR) registration, not barred from bidding on public work contracts, and had good references. Superior Pavement Markings, LLC has successfully completed similar projects on time and within budget for several other agencies, such as Cities of Arcadia, Irvine, Walnut, Rosemead, Covina, and San Dimas.

The Plans and Specifications for this project include base bid and alternate bid segments within the City of Irwindale's jurisdiction, as well as Bid Item 2, located within the City of Baldwin Park's jurisdiction along Live Oak Avenue between Baldwin Park Boulevard and Rivergrade Road.

The bid amount for bid item 2, which is within the City of Baldwin Park's jurisdiction, is:

| Bid Item | Description                                                                        | Bid Amount |
|----------|------------------------------------------------------------------------------------|------------|
| 2        | Removals and Re-striping - Live Oak Avenue<br>(Baldwin Park Blvd to Rivergrade Rd) | \$20,654   |

The Contractor and the City of Baldwin Park have agreed that invoicing and payment for Bid Item No. 2 will be handled directly between those two parties. The City of Irwindale will not be responsible for any costs associated with Bid Item No. 2 and will be invoiced only for the actual work performed within the City of Irwindale's jurisdiction.

It is anticipated that the project will have a cost of approximately \$37,000 for work related to construction inspections. These services will be provided by one of the city's consultants under the City's existing On-Call As Needed Consulting Services.

**Fiscal Impact:**

The total cost for this project is \$365,794.40 (\$298,904 (Total Base Bid & Alternate Bid) + \$29,890.40 (10% Construction Contingency) + \$37,000 (Construction Inspection & QC)). Funding for this project is included in the FY 2025-2026 adopted budget under the Capital Improvement Program Project No. 8362. This project is using multiple funding sources, including the General Fund, Mining Impact Fund, Gas Tax Fund, Proposition C, Measure R and Measure M. There is sufficient funding available for this project and no additional money is being requested.

**Attachments:**

|    |                                                                                        |
|----|----------------------------------------------------------------------------------------|
| 1. | 06-24-2026 Award of Contract for Construction of Refresh Citywide Striping - AGREEMENT |
|----|----------------------------------------------------------------------------------------|

**AGREEMENT FOR PUBLIC WORKS SERVICES**

**By and Between**

**CITY OF IRWINDALE**

**and**

**SUPERIOR PAVEMENT MARKINGS, LLC**

**AGREEMENT FOR PUBLIC WORKS SERVICES  
BETWEEN THE CITY OF IRWINDALE AND  
SUPERIOR PAVEMENT MARKINGS, LLC**

THIS AGREEMENT FOR PUBLIC WORKS SERVICES (herein “Agreement”) is made and entered into this 24th day of June, 2026 by and between the City of Irwindale, a charter city and California municipal corporation (“City”) and Superior Pavement Markings, LLC, 5312 Cypress St, Cypress, CA 90630 (“Contractor”). City and Contractor may sometimes be referred to herein, individually as a “Party” or collectively, as the “Parties.”

**RECITALS**

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

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

C. Contractor, 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 the City to perform those services.

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

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

F. **Campaign Contributions:** This Agreement is subject to Government Code section 84308 (commonly known as the Levine Act), as amended by Senate Bill 1439 (2022), Senate Bill 1181 (2024), and Senate Bill 1243 (2024), unless otherwise exempt under subpart (a)(5)(B) of that section. Contractor shall disclose any contribution to an elected or appointed City official’s campaign or committee in an amount of more than five hundred dollars (\$500) made within 12 months preceding the Commencement Date, by Contractor, its, her, or his agent, or another party affiliated with Contractor. Contractor shall provide a signed copy of the attached Campaign Contribution Disclosure Form to City prior to, or concurrent with, Contractor’s execution of this Agreement and no later than the Commencement Date.

**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. WORK OF CONTRACTOR**

### **1.1 Scope of Work.**

Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specification and requirements set forth in the Project Documents for the Project (as each such terms are defined below), in compliance with all terms and conditions of this Agreement, and as described in the “Scope of Work” 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, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the work required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all services described herein. Contractor 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 Project Documents.**

The Scope of Work shall include the proposal and any other documents submitted from Contractor to the City for the project entitled Refresh Citywide Arterial Street Striping and Pavement Markings; P-1076 (the “Project”), including any documents or exhibits referenced therein (collectively, “Project Documents”), all of which are incorporated herein by this reference. In the event of any inconsistency between the terms of the Project Documents and this Agreement, the terms of this Agreement shall govern.

### **1.3 Compliance with Law.**

Contractor 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 Compliance with California Labor Law.**

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a “public work” as defined in California Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the California Department of Industrial Relations (“DIR”) implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by state law and DIR regulations. Pursuant to California Labor Code Section 1771.1, Contractor and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement. Contractor shall notify the City in writing immediately, and in no case more than twenty-four (24) hours, after receiving any

information that Contractor's or any of its subcontractors' DIR registration status has been suspended, revoked, expired, or otherwise changed.

(b) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by California Labor Code Section 1771. Pursuant to California Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement.

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

(d) Payroll Records. Contractor shall comply with and be bound by the provisions of California Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in California Labor Code Section 1776; certify and make such payroll records available for inspection as provided by California Labor Code Section 1776; and inform the City of the location of the records.

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

(f) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by California Labor Code Sections 1810 and 1811. As required under California Labor Code Section 1812, Contractor and each of its subcontractors shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the work performed under the terms of this Agreement.

(g) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor

Code. Pursuant to California Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

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

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

Contractor's Authorized Initials \_\_\_\_\_  
Darren Veltz  
President

(i) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay their workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

### **1.5 Licenses, Permits, Fees and Assessments.**

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

### **1.6 Familiarity with Work.**

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

the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

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

(c) The City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, the performance of any part of the work, the City shall issue a Change Order per Section 1.10 of this Agreement.

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

(e) As applicable, the City will compensate Contractor to the extent required by California Government Code Section 4215 by issuing a Change Order per Section 1.10 of this Agreement.

## **1.7 Protection and Care of Work and Materials.**

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, during the life of this 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 the City, except such losses or damages as caused by the City's own negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without the City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

## **1.8 Warranty.**

Contractor warrants all work under this Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed or corrected and any non-conforming construction or materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in this Agreement, or the Project Documents, or in any guarantee or warranty provided by any manufacturer or supplier of

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

## **1.9 Inspection by City.**

In connection with the performance of this Agreement, the City shall have the authority to enter the worksite at any time for the purpose of identifying the existence of conditions, either actual or threatened, that may present a danger or hazard to any and all employees. The Contractor agrees that the City, in its sole authority and discretion, may order the immediate abatement of any and all conditions that may present an actual or threatened danger or hazard to any and all employees at the worksite. Contractor acknowledges the provisions of Section 6400 of the California Labor Code, which requires that employers shall furnish employment and a place of employment that is safe and healthful for all employees working therein. In the event the City identifies the existence of any condition that presents an actual or threatened danger or hazard to any or all employees at the worksite, the City is hereby authorized to order the immediate abatement of that actual or threatened condition pursuant to this Section.

The City may also, at its sole authority and discretion, issue an immediate stop work order to the Contractor to ensure that no employee working at the worksite is exposed to a dangerous or hazardous condition. Any stop work order issued by the City to the Contractor in accordance with the provisions of this section shall not give rise to any claim or cause of action for delay damages by the Contractor or the Contractor's agents or subcontractors against the City.

## **1.10 Additional Work and Change Orders.**

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

(b) Any increase in compensation of up to ten percent (10%) of the Contract Sum or Thirty Thousand Dollars (\$30,000), whichever is less; or any increase in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer, provided that such increase does not materially affect the work in a manner or materially and detrimentally affect the interest of the City. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

(c) Any adjustment in the Contract Sum for a Change Order must be in accordance with the rates set forth in the Schedule of Compensation in Exhibit “C”. If the rates in the Schedule of Compensation do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and Contract Officer. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order that is completed to the satisfaction of the City, as follows:

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

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

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

(d) It is expressly understood by Contractor that the provisions of this Section 1.10 shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

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

### **1.11 Special Requirements.**

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

### **1.12 Further Responsibilities of the 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. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the Project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique, or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the Project being designed.

## **ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.**

### **2.1 Contract Sum.**

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts 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 Two Hundred Ninety Eight Thousand Nine Hundred Four Dollars and 00/100 Cents (\$298,904.00) (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.10.

### **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 the contract retention; (iii) payment for time and materials based upon the Contractor’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 Contractor 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 Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

## **2.4 Invoices.**

Each month Contractor shall furnish to the City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by the City's Finance Director and/or the Contract Officer. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement. The invoice shall contain all information specified in Exhibit "C", include a copy of Contractor's certified payroll and proof that the certified payroll has been submitted to the DIR, and 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. Contractor shall also submit a list of the prevailing wage rates for all employees and subcontractors providing services under this Agreement, as applicable, with Contractor's first invoice. Contractor shall not invoice the City for any duplicate services performed by more than one person.

City shall, as soon as practicable, independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by the City, or as provided in Section 7.3, the City will cause Contractor to be paid within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event that the City does not cause Contractor to be paid within thirty (30) days of receipt of an undisputed and properly submitted invoice, Contractor shall be entitled to the payment of interest to the extent allowed under California Public Contract Code Section 20104.50. In the event any charges or expenses are disputed by the City, the original invoice shall be returned by the City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

## **2.5 Waiver.**

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

## **2.6 Retention.**

The City will deduct a five percent (5%) retention from all progress payments. In accordance with California Public Contract Code Section 22300, which is hereby incorporated into this Agreement, City shall permit the substitution of securities for any moneys withheld by City to ensure performance under this Agreement. The retention held by the City shall be released within sixty (60) days after the date of completion of the work and the Project, as required by California Public Contract Code Section 7107. In the event of a dispute between the City and Contractor, the

City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

### **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.**

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed (“NTP”) by the Contract Officer 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 Contractor, 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 Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the 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 Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor’s sole remedy being extension of the Agreement pursuant to this Section.

#### **3.4 Inspection and Final Acceptance.**

The City may inspect and accept or reject any of Contractor’s work under this Agreement, either during performance or when completed. The City shall reject or finally accept Contractor’s work within forty-five (45) days after submitted to City. The City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. If the City finds that Contractor’s work does not meet the requirements and standards set forth in this Agreement, Contractor shall remedy any defects in the work at Contractor’s sole expense, following notice by the City. The City’s acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as to amount to fraud. Acceptance of any work by the City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Articles 1 and 5, pertaining to warranty and indemnification and insurance, respectively.

### **3.5 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[s] 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 Contractor.**

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

Darren Veltz, President

It is expressly understood that the experience, knowledge, capability, and reputation of the foregoing Principals were a substantial inducement for the City to enter into this Agreement. Therefore, the Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of the City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor’s staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor’s staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

### **4.2 Status of Contractor.**

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

### **4.3 Contract Officer.**

The Contract Officer shall be City’s Director of Public Works Engineering, Eddie Chan, or such person as may be designated by the City Manager. It shall be the Contractor’s responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by

the 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 Contractor, its principal officers, agents, or employees, perform the services required herein, except as otherwise set forth herein. The City shall have no voice in, or authority over, the selection, discharge, supervision, or control of Contractor's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. Contractor shall perform all services required herein as an independent contractor of the City and shall remain at all times as to the City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of the City. The City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

#### **4.5 Prohibition Against Subcontracting or Assignment.**

The experience, knowledge, capability, and reputation of Contractor, its principals, and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. All subcontractors shall obtain, at its or Contractor's expense, such licenses, permits, registrations, and approvals (including from the City) as may be required by law for the performance of any services or work under this Agreement. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of the City.

### **ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS**

#### **5.1 Insurance Coverages.**

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

(a) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. The Product and Completed Operations coverage under the policy shall extend a minimum of three (3) years after completion of the Project. Coverage shall be included on behalf

of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed “by or on behalf” of the insured. The policy shall contain no language that would invalidate or remove the insurer’s duty to defend or indemnify for claims or suits expressly excluded from coverage. The policy shall specifically provide for a duty to defend on the part of the insurer.

(b) Automobile Liability Insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with the 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. Contractor 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 Contractor 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. Contractor shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000).

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

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

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

(h) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit “B”.

## **5.2 General Insurance Requirements.**

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

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

(c) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by the City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the 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, the City has the right, but not the duty, to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the 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 that 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 the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(g) Enforcement of Contract Provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform

Contractor of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

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

(i) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to the 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 policies shall provide or be endorsed to provide that the City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

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

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

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

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

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

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

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

### **5.3 Indemnification.**

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees, and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration, or regulatory claims, damages to persons or property, injuries, or death of any person (including workers and the public), 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 provided herein of Contractor, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's or indemnitors' reckless or willful misconduct, or arising from Contractor's or indemnitors' negligent performance of or failure to perform any term, provision, covenant, or condition of this Agreement, and in connection therewith:

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

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents, or employees is made a party to any action or proceeding filed or prosecuted against Contractor 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 Contractor hereunder, Contractor agrees to pay to the City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers, agents, or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

In addition, Contractor agrees to indemnify, defend, and hold harmless the Indemnified Parties from, any and all claims and liabilities for any infringement of patent rights, copyrights, or trademark on any person or persons in consequence of the use by the Indemnified Parties of articles to be supplied by Contractor under this Agreement, and of which the Contractor is not the patentee or assignee or has not the lawful right to sell the same.

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify the 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 Contractor in the performance of professional services and work hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of the 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 the 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 Contractor and shall survive termination of this Agreement.

Contractor's obligations under this Section shall apply regardless of whether or not such claims or liabilities were caused in part or contributed to by the City or any Indemnified Parties. In instances where the City or its Indemnified Parties is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of the City.

#### **5.4 Notification of Third-Party Claims.**

The City shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. The City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

#### **5.5 Performance and Labor Bonds.**

Concurrently with execution of this Agreement, Contractor shall deliver to the City, the following:

(a) A performance bond in the amount of the Contract Sum of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement ("Performance Bond").

(b) A labor and materials bond in the amount of the Contract Sum of this Agreement, in the form provided by the City Clerk, which secures the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement ("Payment Bond").

Both the Performance Bond and Payment Bond required under this Section 5.5 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/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of this Agreement.

#### **5.6 Sufficiency of Insurer or Surety.**

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. In addition, the insurance carrier must be currently authorized by the Insurance Commissioner to transact business of insurance or be on the List of Approved Surplus Line Insurers issued by the State of California. 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 the City, the Contractor agrees that the minimum limits of the insurance policies and the bonds required by Section 5.5 may be changed accordingly upon receipt of written notice from the Risk Manager.

## **5.7 Substitution of Securities.**

Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any funds withheld to ensure performance under this Agreement may be permitted at the request and sole expense of the Contractor. Alternatively, the Contractor may, pursuant to an escrow agreement in a form prescribed by California Public Contract Code Section 22300, request payment of retentions funds earned directly to the escrow agent at the sole expense of the Contractor.

## **5.8 Release of Securities.**

The City shall release the Performance and Payment Bonds when the following have occurred:

- (a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement;
- (b) the work for the Project has been finally accepted by the City; and
- (c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the Payment Bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

# **ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION**

## **6.1 Records.**

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, certified and accurate copies of payroll records in compliance with all applicable laws, or other documents relating to the disbursements charged to the 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 the 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 Contractor’s business, custody of the books and records may be given to the City, and access shall be provided by Contractor’s successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law, including but not limited to the California Public Records Act.

## **6.2 Reports.**

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

## **6.3 Ownership of Documents.**

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

## **6.4 Confidentiality and Release of Information.**

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

(b) Contractor, its officers, employees, agents, and 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 admissions, or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives the City sufficient notice of such court order or subpoena to allow it to raise appropriate objections.

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

(d) Contractor shall promptly notify the City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other

discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide the City with sufficient opportunity to review, comment, or file appropriate objections to any response to discovery requests provided by Contractor. This right to review any such response, however, does not imply or mean the right by the 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 Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

### **7.2 Disputes.**

(a) Default; Cure. In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant, in the sole and absolute discretion of the Project Manager. During the period of time that Contractor is in default, the City shall hold all invoices and shall proceed with payment on such invoices only when the default is cured to the satisfaction of the City. 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 Contractor 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 Contractor'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.

(b) Dispute Resolution. To the extent applicable, this Agreement is subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the California Public Contract Code regarding the resolution of public works claims of less than \$375,000. Additionally, Section 9204 of the California Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the Contractor, for the response to such claims by the City, for a mandatory meet and confer conference upon the request of the Contractor, for mandatory non-binding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the failure to resolve the dispute through mediation. This Agreement hereby incorporates the provisions of Article 1.5 as though fully set forth herein and the intent of this Section is to implement Sections 20104 *et seq.* and Section 9204 of the California Public Contract Code with respect to any such claims by Contractor. This Section shall be construed to be consistent with said statutes.

For purposes of these procedures, the term “claim(s)” means a separate demand by the Contractor, after the City has denied Contractor’s timely and duly made request for payment for extra work and/or a time extension, for: (i) a time extension, (ii) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to this Agreement and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (iii) an amount the payment of which is disputed by the City.

### **7.3 Retention of Funds.**

Contractor hereby authorizes the City to deduct from any amount payable to Contractor (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 the City for any losses, costs, liabilities, or damages suffered by the City, and (ii) all amounts for which the City may be liable to third parties, by reason of Contractor’s acts or omissions in performing or failing to perform Contractor’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 Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, the 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 the City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect the 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 the City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

### **7.5 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, Contractor shall file a claim pursuant to California Government Code Sections 905 *et seq.* and 910 *et seq.*, in order to pursue a legal action under this Agreement.

## **7.7 Liquidated Damages.**

Because the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of Five Hundred Dollars and 00/100 Cents (\$500.00) as liquidated damages for each working day of delay in the performance of any of the services required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages. Pursuant to California Government Code Section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the Project when such delay was caused by the failure of the public agency or owner of the utility to provide for removal or relocation of utility facilities.

## **7.8 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 Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor 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 Contractor has initiated termination, the Contractor 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.

## **7.9 Termination for Default of Contractor.**

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, the 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 Contractor 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 the City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

## **7.10 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.

#### **7.11 Unfair Business Practices Claims.**

In entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the City renders final payment to the Contractor without further acknowledgment by the Parties.

### **ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

#### **8.1 Non-liability of City Officers and Employees.**

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

#### **8.2 Conflict of Interest.**

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of the City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of the 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 this Agreement which effects his / her financial interest or the financial interest of any corporation, partnership or association in which he/her is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

#### **8.3 Covenant Against Discrimination.**

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class.

#### **8.4 Unauthorized Aliens.**

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, Title 8 Section 1101 *et seq.* of the United States Code , as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against the City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse the City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the 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 Ave, Irwindale, CA 91706, and in the case of the Contractor, to the person 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. All correspondence relating to this Agreement shall be serialized consecutively.

#### **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 (and the documents incorporated herein) is the entire, complete and exclusive expression of the understanding of the Parties. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council or the City's duly authorized official, as applicable. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either Party, this Agreement shall forthwith be amended to make such insertion or correction/

#### **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 the City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of the 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 they are directly or indirectly interested, or in violation of any corporation, partnership, or association in which they are 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 California Government Code Sections 1091 or 1091.5. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that they have not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor's Authorized Initials \_\_\_\_\_  
Darren Veltz

President

**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 APPEAR ON THE FOLLOWING PAGE]**

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

**CITY:**

CITY OF IRWINDALE, a municipal corporation

By:

\_\_\_\_\_  
Julian Miranda  
City Manager

**APPROVED AS TO FORM:**  
ALESHIRE & WYNDER, LLP

By:

\_\_\_\_\_  
Adrian R. Guerra  
City Attorney

**ATTEST:**

By:

\_\_\_\_\_  
Laura Nieto  
City Clerk

**CONTRACTOR:**

Superior Pavement Markings, LLC

By:

\_\_\_\_\_  
Name: Darren Veltz  
Title: President

By:

\_\_\_\_\_  
Name: (Insert Name)  
Title: (Insert Title)

Address: Superior Pavement Markings, LLC  
5312 Cypress St  
Cypress, CA 90630

**Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED UNLESS EXECUTED UTILIZING DIGITAL SIGNATURE IN ACCORDANCE WITH CALIFORNIA CODE OF REGULATIONS TITLE 2 SECTION 22003. IN ADDITION, THE APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.**

## **EXHIBIT “A”**

### **SCOPE OF WORK**

- I.** Contractor shall perform all of the work and comply with all of the specifications and requirements in the Project Documents for the Refresh Citywide Arterial Street Striping and Pavement Markings; P-1076, including any documents or exhibits referenced therein.
- II.** Brief description of the work to be performed:

Remove all existing striping, pavement markings, and raised reflective pavement markers and install new striping, pavement markings, and raised reflective pavement markers, including the installation of blue raised reflective pavement markers at all fire hydrant locations.
- III.** In addition to the requirements of Section 6.2, during performance of the work, Contractor will keep the City apprised of the status of performance by delivering the following status reports:
  - A.** Not Applicable
- IV.** All work is subject to review and acceptance by the City, and must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by City.
- V.** Contractor shall provide safe and continuous passage for pedestrian and vehicular traffic in accordance with State of California CA Manual on Uniform Traffic Control Devices, (CAMUTCD) latest edition and shall observe and perform all traffic control safe protocols while working in the public right of way and upon any City facilities

**EXHIBIT “B”**

**SPECIAL REQUIREMENTS**

**(Superseding Contract Boilerplate)**

Added text is indicated in ***bold italics***, deleted text is indicated in ~~strikethrough~~.

## EXHIBIT "C"

### SCHEDULE OF COMPENSATION

- I. Contractor shall perform all work at the rates set forth in the Project Documents submitted as part of Contractor's Proposal, and listed below:

#### REFRESH CITYWIDE ARTERIAL STREET STRIPING AND PAVEMENT MARKINGS

P-1076

#### BID SCHEDULE:

| ITEM NO. | DESCRIPTION                                                                                                                                                      | EST. QTY | UNIT | UNIT PRICE  | TOTAL AMOUNT |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|-------------|--------------|
| 1        | REMOVALS AND RE-STRIPING – LIVE OAK AVE<br>(BALDWIN PARK BLVD TO RIVERGRADE RD.)<br><u>LIMITS SHOWN IN RED</u><br>SHEETS 1,2,14,15,16&17                         | 1        | LS   | \$22,585.00 | \$22,585.00  |
| 2        | REMOVALS AND RE-STRIPING – LIVE OAK AVE<br>(BALDWIN PARK BLVD TO RIVERGRADE RD.)<br><u>LIMITS SHOWN IN BLUE</u><br>SHEETS 1,2,14,15,16&17                        | 1        | LS   | \$20,654.00 | \$20,654.00  |
| 3        | REMOVALS AND RE-STRIPING – LIVE OAK AVE (SB<br>605 ENTRANCE TO GRAHAM ACCESS RD.)<br>SHEETS 3&18                                                                 | 1        | LS   | \$13,659.00 | \$13,659.00  |
| 4        | REMOVALS AND RE-STRIPING – AVENIDA<br>BARBOSA (BUENA VISTA – ARROW HWY)<br>SHEETS 4,19&20                                                                        | 1        | LS   | \$27,858.00 | \$27,858.00  |
| 5        | REMOVALS AND RE-STRIPING –<br>IRWINDALE AVE & FOOTHILL BLVD<br>(CAMINO DE LA CANTERA TO FOOTHILL BLVD &<br>IRWINDALE AVE – EAST CITY LIMIT)<br>SHEETS 5,21,22&23 | 1        | LS   | \$32,656.00 | \$32,656.00  |
| 6        | REMOVALS AND RE-STRIPING – ARROW HWY (605<br>OVERPASS – RIVERGRADE RD)<br>SHEETS 6,24,25,26,27&28                                                                | 1        | LS   | \$32,998.00 | \$32,998.00  |
| 7        | REMOVALS AND RE-STRIPING – ARROW HWY<br>(MAINE AVE – AZUSA CANYON RD)<br>SHEETS 7,8,29,30,31,32&33                                                               |          |      | \$39,654.00 | \$39,654.00  |

**TOTAL BASE BID AMOUNT FOR REFRESH CITYWIDE ARTERIAL STREET STRIPING  
AND PAVEMENT MARKINGS: \$ 190,064.00** f

One Hundred Ninety Thousand, Sixty-Four Dollars and Zero Cents  
**(TOTAL BID AMOUNT WRITTEN IN WORDS)**

**ALTERNATE BID NO. 1: REFRESH CITYWIDE ARTERIAL STREET STRIPING AND  
PAVEMENT MARKINGS**

| ITEM NO. | DESCRIPTION                                                                                           | EST. QTY | UNIT | UNIT PRICE  | TOTAL AMOUNT |
|----------|-------------------------------------------------------------------------------------------------------|----------|------|-------------|--------------|
| 8        | REMOVALS AND RE-STRIPING – ARROW HWY<br>(4TH ST. TO AZUSA CANYON RD)<br>SHEETS 9,34&35                | 1        | LS   | \$23,857.00 | \$23,857.00  |
| 9        | REMOVALS AND RE-STRIPING – LIVE OAK AVE<br>(ARROW HWY (WEST) TO LONGDEN AVE)<br>SHEETS 10,36,37,38&39 | 1        | LS   | \$26,478.00 | \$26,478.00  |
| 10       | REMOVALS AND RE-STRIPING – LIVE OAK AVE<br>(BETWEEN MYRTLE AVE & LONGDEN AVE)<br>EXHIBIT SHEETS 11&40 | 1        | LS   | \$17,784.00 | \$17,784.00  |
| 11       | REMOVALS AND RE-STRIPING – RIVERGRADE<br>RD (BROOKS DR – CITY LIMIT)<br>SHEETS 12,41,42&43            | 1        | LS   | \$21,245.00 | \$21,245.00  |
| 12       | REMOVALS AND RE-STRIPING – LOS ANGELES<br>ST (BETWEEN LITTLE JOHN ST - 605 FWY)<br>SHEETS 13,44&45    | 1        | LS   | \$19,476.00 | \$19,476.00  |

**TOTAL ALTERNATE BID NO. 1 AMOUNT FOR REFRESH CITYWIDE ARTERIAL STREET  
STRIPING AND PAVEMENT MARKINGS: \$108,840.00**

One Hundred Eight Thousand, Eight Hundred Forty Dollars and Zero Cents  
(TOTAL ALTERNATE BID NO. 1 AMOUNT WRITTEN IN WORDS)

- II.** A retention of five percent (5%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.
- III.** Within the budgeted amounts for each item in the Project Documents, and with the approval of the Contract Officer, funds may be shifted from one item's subbudget to another so long as the Contract Sum is not exceeded per Section 2.1.
- IV.** The City will compensate Contractor for the services performed upon submission of a valid invoice. Each invoice is to include:
  - A.** Line items for all personnel describing 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 the Contract Sum, as provided in Section 2.1 of this Agreement.

**EXHIBIT “D”**

**SCHEDULE OF PERFORMANCE**

- I.** Contractor shall perform all work timely in accordance with the following schedule:

|           | <b><u>Description</u></b> | <b><u>Days to Perform</u></b>                                                                                      | <b><u>Deadline Date</u></b> |
|-----------|---------------------------|--------------------------------------------------------------------------------------------------------------------|-----------------------------|
| <b>A.</b> | <b>All Work</b>           | <b>Must be completed within 30 Calendar days starting from the day after the issuance of the Notice to Proceed</b> |                             |

- II.** Contractor shall deliver the following tangible work products to the City by the following dates.

- A. All work as specified in the Plans and Specifications**

- III.** The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

## PERFORMANCE BOND

WHEREAS, the CITY OF IRWINDALE, ("City"), has awarded to Superior Pavement Markings, LLC, as Contractor ("Principal"), a Contract for the work entitled and described as follows: Refresh Citywide Arterial Street Striping and Pavement Markings; P-1076;

WHEREAS, the Contractor is required under the terms of said Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the City in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), this amount being not less than one hundred percent (100%) of the total Contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to the City in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bound Contractor, or its heirs, executors, administrators, successors, or assigns, shall in all things stand and abide by, well and truly keep and perform all undertakings, terms, covenants, conditions, and agreements in the said Contract and any alteration thereof, made as therein provided, all within the time and in the manner designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

Executed on \_\_\_\_\_ 20\_\_.

PRINCIPAL

(Seal if Corporation)

By \_\_\_\_\_

Title \_\_\_\_\_

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

\_\_\_\_\_ (name and address of Surety)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (name and address of Surety's agent for service  
of  
process in California, if different from above)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (telephone number of Surety's agent in  
California)

(Attach Acknowledgment)

\_\_\_\_\_  
SURETY

By \_\_\_\_\_  
(Attorney-in-Fact)

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

**PAYMENT BOND**  
**(Labor and Material Bond)**

WHEREAS, the CITY OF IRWINDALE, (“City”), has awarded to Superior Pavement Markings, LLC, as Contractor (“Principal”), a Contract for the work entitled and described as follows: Refresh Citywide Arterial Street Striping and Pavement Markings; P-1076;

WHEREAS, said Contractor is required to furnish a bond in conjunction with said Contract, to secure the payment of claims of laborers, mechanics, material men, and other persons as provided by law;

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the City in the sum of \_\_\_\_\_ (\$\_\_\_\_\_), this amount being not less than one hundred percent (100%) of the total Contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney’s fee to the City in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractor fails to pay: (1) for any work, materials, services, provisions, provender, or other supplies, or for the use of implements of machinery, used in, upon, for, or about the performance of the work to be done, or for any work or labor thereon of any kind; (2) for work performed by any of the persons named in Civil Code Section 9100; (3) for any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract; and/or (4) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and/or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon the bond. Moreover, if the City or any entity or person entitled to file stop payment notices is required to engage the services of an attorney in connection with the enforcement of this bond, each shall be liable for the reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

Executed on \_\_\_\_\_, 20\_\_\_\_.

PRINCIPAL

(Seal if Corporation)

By\_\_\_\_\_

Title\_\_\_\_\_

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

\_\_\_\_\_ (name and address of Surety)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (name and address of Surety's agent for service  
of process in California, if different from above)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (telephone number of Surety's agent in  
California)

(Attach Acknowledgment)

\_\_\_\_\_  
SURETY

By\_\_\_\_\_  
(Attorney-in-Fact)

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

## WORKERS COMPENSATION INSURANCE CERTIFICATE

Description of Contract: **City of Irwindale**  
Project: \_\_\_\_\_

Type of Insurance: Workers' Compensation and  
Employers' Liability Insurance

THIS IS TO CERTIFY that the following policy has been issued by the below-stated company in conformance with the requirements of Article 5 of the Contract and is in force at this time, and is in a form approved by the Insurance Commissioner.

The Company will give at least 30 days' written notice to the City and Engineer/Architect prior to any cancellation of said policy.

POLICY NUMBER      EXPIRATION DATE      LIMITS OF LIABILITY

Workers' Compensation:  
Statutory Limits Under the Laws  
of the State of California

Employers' Liability:

\$ \_\_\_\_\_ Each Accident

\$ \_\_\_\_\_ Disease - Policy Limit

\$ \_\_\_\_\_ Disease - Each Employee

\_\_\_\_\_  
Named Insured (Contractor)

\_\_\_\_\_  
Insurance Company

\_\_\_\_\_  
Street Number

\_\_\_\_\_  
Street Number

\_\_\_\_\_  
City and State

\_\_\_\_\_  
City and State

By \_\_\_\_\_  
(Company Representative)

(SEE NOTICE ON NEXT PAGE)

Insurance Company Agent for Service  
of Process in California:

---

Name

---

Agency

---

Street Number

---

City and State

---

Telephone Number

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the policy listed herein.

This is to certify that the policy has been issued to the named insured for the policy period indicated, notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions of such policy.

NOTICE:

No substitution or revision to the above certificate form will be accepted. If the insurance called for is provided by more than one insurance company, a separate certificate in the exact above form shall be provided for each insurance company.

## ADDITIONAL INSURED ENDORSEMENT COMPREHENSIVE GENERAL LIABILITY

---

*Name and address of named insured ("Named Insured")*

---

*Name and address of Insurance Company ("Company")*

---

*General description of agreement(s), permit(s), license(s), and/or activity(ies) insured*

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The \_\_\_\_\_ ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard

to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at: City Manager, City of Irwindale, 5050 N. Irwindale Avenue, Irwindale, CA 91706.

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

| <u>TYPE OF COVERAGES TO WHICH<br/>THIS ENDORSEMENT ATTACHES</u> | <u>POLICY PERIOD<br/>FROM/TO</u> | <u>LIMITS OF<br/>LIABILITY</u> |
|-----------------------------------------------------------------|----------------------------------|--------------------------------|
|                                                                 |                                  |                                |
|                                                                 |                                  |                                |
|                                                                 |                                  |                                |

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- |                                                        |                                                      |
|--------------------------------------------------------|------------------------------------------------------|
| <input type="checkbox"/> Contractual Liability         | <input type="checkbox"/> Explosion Hazard            |
| <input type="checkbox"/> Owners/Landlords/Tenants      | <input type="checkbox"/> Collapse Hazard             |
| <input type="checkbox"/> Manufacturers/Contractors     | <input type="checkbox"/> Underground Property Damage |
| <input type="checkbox"/> Products/Completed Operations | <input type="checkbox"/> Pollution Liability         |
| <input type="checkbox"/> Broad Form Property Damage    | <input type="checkbox"/> Liquor Liability            |
| <input type="checkbox"/> Extended Bodily Injury        | <input type="checkbox"/> _____                       |
| <input type="checkbox"/> Broad Form Comprehensive      | <input type="checkbox"/> _____                       |
| General Liability Endorsement                          | <input type="checkbox"/> _____                       |

12. A ☐ deductible or ☐ self-insured retention (*check one*) of \$ \_\_\_\_\_ applies to all coverage(s) except: \_\_\_\_\_  
(*if none, so state*). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

13. This is an ☐ occurrence or ☐ claims made policy (*check one*).

14. This endorsement is effective on \_\_\_\_\_ at 12:01 a.m. and forms a part of Policy Number \_\_\_\_\_.

(signatures on following page)

I, \_\_\_\_\_ (*print name*), hereby  
declare under penalty of perjury under the laws of the State of California, that I have the authority to bind  
the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

Telephone No.: (\_\_\_\_\_) \_\_\_\_\_

(*Original signature only; no facsimile signature  
or initialed signature accepted*)

## **ADDITIONAL INSURED ENDORSEMENT AUTOMOBILE LIABILITY**

---

*Name and address of named insured ("Named Insured")*

---

*Name and address of Insurance Company ("Company")*

---

*General description of agreement(s), permit(s), license(s), and/or activity(ies) insured*

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The \_\_\_\_\_ ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard

to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager  
City of Irwindale  
5050 N. Irwindale Avenue  
Irwindale, CA 91706

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH  
THIS ENDORSEMENT ATTACHES

POLICY PERIOD  
FROM/TO

LIMITS OF  
LIABILITY

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- |                                                |                                                    |
|------------------------------------------------|----------------------------------------------------|
| <input type="checkbox"/> Any Automobiles       | <input type="checkbox"/> Truckers Coverage         |
| <input type="checkbox"/> All Owned Automobiles | <input type="checkbox"/> Motor Carrier Act         |
| <input type="checkbox"/> Non-owned Automobiles | <input type="checkbox"/> Bus Regulatory Reform Act |
| <input type="checkbox"/> Hired Automobiles     | <input type="checkbox"/> Public Livery Coverage    |
| <input type="checkbox"/> Scheduled Automobiles | <input type="checkbox"/> _____                     |
| <input type="checkbox"/> Garage Coverage       | <input type="checkbox"/> _____                     |

12. A ☐ deductible or ☐ self-insured retention (*check one*) of \$ \_\_\_\_\_ applies to all coverage(s) except: \_\_\_\_\_ (*if none, so state*). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

13. This is an ☐ occurrence or ☐ claims made policy (*check one*).

14. This endorsement is effective on \_\_\_\_\_ at 12:01 a.m. and forms a part of Policy Number \_\_\_\_\_.

(signatures on following page)

I, \_\_\_\_\_ (*print name*), hereby  
declare under penalty of perjury under the laws of the State of California, that I have the authority to bind  
the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed \_\_\_\_\_, 2026

\_\_\_\_\_  
Signature of Authorized Representative

Telephone No.: (\_\_\_\_\_) \_\_\_\_\_

(*Original signature only; no facsimile signature  
or initialed signature accepted*)

## **ADDITIONAL INSURED ENDORSEMENT EXCESS LIABILITY**

---

*Name and address of named insured ("Named Insured")*

---

*Name and address of Insurance Company ("Company")*

---

*General description of agreement(s), permit(s), license(s), and/or activity(ies) insured*

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The \_\_\_\_\_ ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

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8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager  
City of Irwindale  
5050 N. Irwindale Avenue  
Irwindale, CA 91706

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH  
THIS ENDORSEMENT ATTACHES

POLICY PERIOD  
FROM/TO

LIMITS OF  
LIABILITY

- ☐ Following Form  
☐ Umbrella Liability  
☐ \_\_\_\_\_

11. Applicable underlying coverages:

INSURANCE COMPANY

POLICY NO.

AMOUNT

12. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages: \_\_\_\_\_

13. A ☐ deductible or ☐ self-insured retention (*check one*) of \$ \_\_\_\_\_ applies to all coverage(s) except: \_\_\_\_\_  
(if none, so state). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

14. This is an ☐ occurrence or ☐ claims made policy (*check one*).

15. This endorsement is effective on \_\_\_\_\_ at 12:01 a.m. and forms a part of Policy Number \_\_\_\_\_.

(signatures on following page)

I, \_\_\_\_\_ (*print name*), hereby  
declare under penalty of perjury under the laws of the State of California, that I have the authority to bind  
the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed \_\_\_\_\_, 2026

\_\_\_\_\_  
Signature of Authorized Representative

Telephone No.: (\_\_\_\_\_) \_\_\_\_\_

(*Original signature only; no facsimile signature  
or initialed signature accepted*)

*City of*  
**IRWINDALE**  
**AGENDA REPORT**

---

Date: June 24, 2026

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Award of Contract for Construction of Arrow Highway Center Median Islands Improvement Project; P-1078

---

**City Manager's Recommendation:**

That the City Council (1) authorize the City Manager to enter into an agreement with KASA Construction, Inc. in the amount of \$544,360 for the Arrow Highway Center Median Islands Improvement Project, subject to final approval as to form by the City Attorney's Office; (2) Approve a 15% project contingency in the amount of \$81,654 to cover any unforeseeable conditions that may arise during construction; (3) **adopt Resolution No. 2026-51-3862 entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A BUDGET AMENDMENT TO THE FY 2025-2026 ADOPTED BUDGET BY APPROPRIATING AN ADDITIONAL \$225,000 FROM THE GENERAL FUND RESERVES TO THE ARROW HIGHWAY CENTER MEDIAN ISLAND (#45, #46, & #47) CAPITAL IMPROVEMENT PROGRAM PROJECT NO. 8361"**.

**Administrative Action:**

**Submitted/Prepared by:**

Eddie Chan, Director of Engineering/ Building Official



**Reviewed by:**

Jamie Koontz, Assistant City Attorney

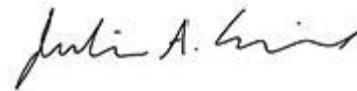


Kambiz Borhani, Finance Director / City Treasurer



**Approved by:**

Julian A. Miranda, City Manager



### Background and Analysis:

As part of the City's Capital Improvement Program ("CIP"), several center median islands along Arrow Highway were identified for renovation. The Arrow Highway Center Median Islands (#45, #46, and #47, CIP No. 8361) Improvement Project focuses on enhancing the visual appeal and environmental function of median islands. Median islands are often overlooked, but they play a key role in both traffic management and neighborhood aesthetics. The improvement consists of low-maintenance landscaping, including drought-tolerant plants, irrigation, decorative rock, and lighting. The goal is to create more attractive streetscapes that contribute to community pride, while also supporting sustainability through reduced water usage and maintenance needs. The proposed medians are currently barren with minimal landscaping. These upgrades will significantly improve the urban environment and contribute to traffic-calming.

On May 1 and 8, 2026, a Notice Inviting Bids for the project was advertised in the San Gabriel Valley Tribune. The submission date for bids on PlanetBids platform was May 20, 2026, at 11:00 am. The City received three (3) bids with the following results:

| No. | Contractor                    | Total Bid  |
|-----|-------------------------------|------------|
| 1   | KASA CONSTRUCTION, INC.       | \$544,360  |
| 2   | INLAND EMPIRE LANDSCAPE, INC. | \$623,403  |
| 3   | MARINA LANDSCAPE, INC.        | \$656,369* |

*\*Marina's bid, Item 1G on the bid schedule, had a discrepancy in the amount shown between the Electronic and Physical bid submittal. The total bid amount reflects the discrepancy accordingly.*

Staff reviewed the bid proposals and found KASA CONSTRUCTION, INC. to be the lowest responsible bidder with a valid California contractor's license, Department of Industrial Relations (DIR) registration, not barred from bidding on public work contracts, and having good references.

Staff recommends the contract be awarded to KASA CONSTRUCTION, INC in the amount of \$544,360 for the Arrow Highway Center Median Islands Improvement Project.

It is anticipated that there will be a cost of \$54,000 for work related to construction inspections and quality control. This work will be performed by one of the city's consultants under the City's existing On-Call As Needed Consulting Services.

### Fiscal Impact:

The total cost of this project is \$680,014 (\$544,360 (Total Bid) + \$81,654 (15% Contingency) + \$54,000 (Construction Inspection & QC)). The adopted FY 2025-2026 budget currently includes \$457,560 from

funding sources such as the General Fund and Gas Tax Fund for this project.

Adopting Resolution No. 2026-51-3862 authorizes the Finance Director to amend the FY 2025-2026 adopted budget by appropriating an additional \$225,000 from the General Fund reserves to the CIP Project No. 8361 to cover the cost of this project as stated in this staff report.

**Attachments:**

|    |                                                                                                    |
|----|----------------------------------------------------------------------------------------------------|
| 1. | Resolution No. 2026-51-3862                                                                        |
| 2. | 06-24-2026 AWARD OF CONTRACT Arrow Hwy Center Median Islands Improvement Project P-1078 - CONTRACT |

**RESOLUTION NO. 2026-51-3862**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A BUDGET AMENDMENT TO THE FY 2025-2026 ADOPTED BUDGET BY APPROPRIATING AN ADDITIONAL \$225,000 FROM THE GENERAL FUND RESERVES TO THE ARROW HIGHWAY CENTER MEDIAN ISLAND (#45, #46, & #47) CAPITAL IMPROVEMENT PROGRAM PROJECT NO. 8361**

**WHEREAS**, the project is identified as Arrow Highway Center Median Island (45, 46, & 47 CIP No. 8361) Improvement Project p-1078; and

**WHEREAS**, the project will include removal of existing and installation of new hardscape, landscape, irrigation, and lighting along the center medians of Arrow Highway;

**WHEREAS**, the anticipated construction and all associated costs for this project is \$680,014; and

**WHEREAS**, the total available funding in the FY 2025-2026 adopted budget for this project is currently \$457,560; and

**WHEREAS**, a budget amendment to the adopted budget for FY 2025-2026 is requested to appropriate additional \$225,000 from the General Fund reserves to cover the cost of this project; and

**NOW, THEREFORE, the City Council of the City of Irwindale, California, does hereby resolve as follows:**

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

**SECTION 2.** The City Council hereby approve and authorize the Finance Director to amend the FY 2025-2026 adopted budget by appropriating an additional \$225,000 from the General Fund reserves to be transferred to the Capital Projects Fund for the Arrow Highway Center Median Islands (#45, #46, & #47 CIP No. 8361) Improvement Project P-1078.

**PASSED, APPROVED and ADOPTED** this 24th day of June 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, MMC, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2026-51-3862 as duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 24<sup>th</sup> day of June 2026, by the following vote:

AYES:       Councilmembers:

NOES:       Councilmembers:

ABSENT:    Councilmembers:

ABSTAIN:   Councilmembers:

---

Laura M. Nieto, MMC  
Chief Deputy City Clerk

**AGREEMENT FOR PUBLIC WORKS SERVICES**

**By and Between**

**CITY OF IRWINDALE**

**and**

**KASA CONSTRUCTION, INC**

**AGREEMENT FOR PUBLIC WORKS SERVICES  
BETWEEN THE CITY OF IRWINDALE AND  
KASA CONSTRUCTION, INC**

THIS AGREEMENT FOR PUBLIC WORKS SERVICES (herein “Agreement”) is made and entered into this 24th day of June, 2026 by and between the City of Irwindale, a charter city and California municipal corporation (“City”) and Kasa Construction, Inc, 15148 Sierra Bonita Lane, Chino, CA 91710 (“Contractor”). City and Contractor may sometimes be referred to herein, individually as a “Party” or collectively, as the “Parties.”

**RECITALS**

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

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

C. Contractor, 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 the City to perform those services.

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

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

F. **Campaign Contributions:** This Agreement is subject to Government Code section 84308 (commonly known as the Levine Act), as amended by Senate Bill 1439 (2022), Senate Bill 1181 (2024), and Senate Bill 1243 (2024), unless otherwise exempt under subpart (a)(5)(B) of that section. Contractor shall disclose any contribution to an elected or appointed City official’s campaign or committee in an amount of more than five hundred dollars (\$500) made within 12 months preceding the Commencement Date, by Contractor, its, her, or his agent, or another party affiliated with Contractor. Contractor shall provide a signed copy of the attached Campaign Contribution Disclosure Form to City prior to, or concurrent with, Contractor’s execution of this Agreement and no later than the Commencement Date.

**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. WORK OF CONTRACTOR**

### **1.1 Scope of Work.**

Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specification and requirements set forth in the Project Documents for the Project (as each such terms are defined below), in compliance with all terms and conditions of this Agreement, and as described in the “Scope of Work” 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, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the work required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all services described herein. Contractor 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 Project Documents.**

The Scope of Work shall include the proposal and any other documents submitted from Contractor to the City for the project entitled Arrow Highway Center Median Islands Improvement Project; P-1078 (the “Project”), including any documents or exhibits referenced therein (collectively, “Project Documents”), all of which are incorporated herein by this reference. In the event of any inconsistency between the terms of the Project Documents and this Agreement, the terms of this Agreement shall govern.

### **1.3 Compliance with Law.**

Contractor 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 Compliance with California Labor Law.**

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a “public work” as defined in California Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the California Department of Industrial Relations (“DIR”) implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by state law and DIR regulations. Pursuant to California Labor Code Section 1771.1, Contractor and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement. Contractor shall notify the City in writing immediately, and in no case more than twenty-four (24) hours, after receiving any

information that Contractor's or any of its subcontractors' DIR registration status has been suspended, revoked, expired, or otherwise changed.

(b) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by California Labor Code Section 1771. Pursuant to California Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement.

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

(d) Payroll Records. Contractor shall comply with and be bound by the provisions of California Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in California Labor Code Section 1776; certify and make such payroll records available for inspection as provided by California Labor Code Section 1776; and inform the City of the location of the records.

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

(f) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by California Labor Code Sections 1810 and 1811. As required under California Labor Code Section 1812, Contractor and each of its subcontractors shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the work performed under the terms of this Agreement.

(g) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor

Code. Pursuant to California Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

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

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

Contractor's Authorized Initials \_\_\_\_\_  
Diana Kasbar,  
President / Treasurer

(i) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay their workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

## **1.5 Licenses, Permits, Fees and Assessments.**

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

## **1.6 Familiarity with Work.**

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

the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

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

(c) The City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, the performance of any part of the work, the City shall issue a Change Order per Section 1.10 of this Agreement.

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

(e) As applicable, the City will compensate Contractor to the extent required by California Government Code Section 4215 by issuing a Change Order per Section 1.10 of this Agreement.

## **1.7 Protection and Care of Work and Materials.**

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, during the life of this 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 the City, except such losses or damages as caused by the City's own negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without the City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

## **1.8 Warranty.**

Contractor warrants all work under this Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed or corrected and any non-conforming construction or materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in this Agreement, or the Project Documents, or in any guarantee or warranty provided by any manufacturer or supplier of

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

### **1.9 Inspection by City.**

In connection with the performance of this Agreement, the City shall have the authority to enter the worksite at any time for the purpose of identifying the existence of conditions, either actual or threatened, that may present a danger or hazard to any and all employees. The Contractor agrees that the City, in its sole authority and discretion, may order the immediate abatement of any and all conditions that may present an actual or threatened danger or hazard to any and all employees at the worksite. Contractor acknowledges the provisions of Section 6400 of the California Labor Code, which requires that employers shall furnish employment and a place of employment that is safe and healthful for all employees working therein. In the event the City identifies the existence of any condition that presents an actual or threatened danger or hazard to any or all employees at the worksite, the City is hereby authorized to order the immediate abatement of that actual or threatened condition pursuant to this Section.

The City may also, at its sole authority and discretion, issue an immediate stop work order to the Contractor to ensure that no employee working at the worksite is exposed to a dangerous or hazardous condition. Any stop work order issued by the City to the Contractor in accordance with the provisions of this section shall not give rise to any claim or cause of action for delay damages by the Contractor or the Contractor's agents or subcontractors against the City.

## **1.10 Additional Work and Change Orders.**

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

(b) Any increase in compensation of up to ten percent (10%) of the Contract Sum or Thirty Thousand Dollars (\$30,000), whichever is less; or any increase in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer, provided that such increase does not materially affect the work in a manner or materially and detrimentally affect the interest of the City. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

(c) Any adjustment in the Contract Sum for a Change Order must be in accordance with the rates set forth in the Schedule of Compensation in Exhibit “C”. If the rates in the Schedule of Compensation do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and Contract Officer. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order that is completed to the satisfaction of the City, as follows:

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

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

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

(d) It is expressly understood by Contractor that the provisions of this Section 1.10 shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

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

### **1.11 Special Requirements.**

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

### **1.12 Further Responsibilities of the 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. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the Project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique, or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the Project being designed.

## **ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.**

### **2.1 Contract Sum.**

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts 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 Five Hundred Forty Four Thousand Three Hundred Sixty Dollars and 00/100 Cents (\$544,360.00) (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.10.

### **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 the contract retention; (iii) payment for time and materials based upon the Contractor’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 Contractor 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 Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

## **2.4 Invoices.**

Each month Contractor shall furnish to the City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by the City's Finance Director and/or the Contract Officer. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement. The invoice shall contain all information specified in Exhibit "C", include a copy of Contractor's certified payroll and proof that the certified payroll has been submitted to the DIR, and 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. Contractor shall also submit a list of the prevailing wage rates for all employees and subcontractors providing services under this Agreement, as applicable, with Contractor's first invoice. Contractor shall not invoice the City for any duplicate services performed by more than one person.

City shall, as soon as practicable, independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by the City, or as provided in Section 7.3, the City will cause Contractor to be paid within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event that the City does not cause Contractor to be paid within thirty (30) days of receipt of an undisputed and properly submitted invoice, Contractor shall be entitled to the payment of interest to the extent allowed under California Public Contract Code Section 20104.50. In the event any charges or expenses are disputed by the City, the original invoice shall be returned by the City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

## **2.5 Waiver.**

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

## **2.6 Retention.**

The City will deduct a five percent (5%) retention from all progress payments. In accordance with California Public Contract Code Section 22300, which is hereby incorporated into this Agreement, City shall permit the substitution of securities for any moneys withheld by City to ensure performance under this Agreement. The retention held by the City shall be released within sixty (60) days after the date of completion of the work and the Project, as required by California Public Contract Code Section 7107. In the event of a dispute between the City and Contractor, the

City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

### **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.**

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed (“NTP”) by the Contract Officer 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 Contractor, 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 Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the 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 Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor’s sole remedy being extension of the Agreement pursuant to this Section.

#### **3.4 Inspection and Final Acceptance.**

The City may inspect and accept or reject any of Contractor’s work under this Agreement, either during performance or when completed. The City shall reject or finally accept Contractor’s work within forty-five (45) days after submitted to City. The City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. If the City finds that Contractor’s work does not meet the requirements and standards set forth in this Agreement, Contractor shall remedy any defects in the work at Contractor’s sole expense, following notice by the City. The City’s acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as to amount to fraud. Acceptance of any work by the City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Articles 1 and 5, pertaining to warranty and indemnification and insurance, respectively.

### **3.5 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[s] 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 Contractor.**

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

Diana Kasbar, President / Treasurer

Sam Kasbar, Vice President / Secretary

It is expressly understood that the experience, knowledge, capability, and reputation of the foregoing Principals were a substantial inducement for the City to enter into this Agreement. Therefore, the Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of the City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor’s staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor’s staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

### **4.2 Status of Contractor.**

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

### **4.3 Contract Officer.**

The Contract Officer shall be Director of Engineering, Eddie Chan, or such person as may be designated by the City Manager. It shall be the Contractor’s responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by the 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 Contractor, its principal officers, agents, or employees, perform the services required herein, except as otherwise set forth herein. The City shall have no voice in, or authority over, the selection, discharge, supervision, or control of Contractor's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. Contractor shall perform all services required herein as an independent contractor of the City and shall remain at all times as to the City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of the City. The City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

#### **4.5 Prohibition Against Subcontracting or Assignment.**

The experience, knowledge, capability, and reputation of Contractor, its principals, and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. All subcontractors shall obtain, at its or Contractor's expense, such licenses, permits, registrations, and approvals (including from the City) as may be required by law for the performance of any services or work under this Agreement. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of the City.

### **ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS**

#### **5.1 Insurance Coverages.**

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

(a) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. The Product and Completed Operations coverage under the policy shall extend a minimum of three (3) years after completion of the Project. Coverage shall be included on behalf

of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed “by or on behalf” of the insured. The policy shall contain no language that would invalidate or remove the insurer’s duty to defend or indemnify for claims or suits expressly excluded from coverage. The policy shall specifically provide for a duty to defend on the part of the insurer.

(b) Automobile Liability Insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with the 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. Contractor 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 Contractor 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. Contractor shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000).

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

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

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

(h) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit “B”.

## **5.2 General Insurance Requirements.**

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

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

(c) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by the City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the 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, the City has the right, but not the duty, to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the 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 that 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 the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(g) Enforcement of Contract Provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform

Contractor of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

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

(i) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to the 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 policies shall provide or be endorsed to provide that the City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

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

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

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

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

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

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

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

### **5.3 Indemnification.**

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees, and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration, or regulatory claims, damages to persons or property, injuries, or death of any person (including workers and the public), 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 provided herein of Contractor, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's or indemnitors' reckless or willful misconduct, or arising from Contractor's or indemnitors' negligent performance of or failure to perform any term, provision, covenant, or condition of this Agreement, and in connection therewith:

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

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents, or employees is made a party to any action or proceeding filed or prosecuted against Contractor 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 Contractor hereunder, Contractor agrees to pay to the City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers, agents, or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

In addition, Contractor agrees to indemnify, defend, and hold harmless the Indemnified Parties from, any and all claims and liabilities for any infringement of patent rights, copyrights, or trademark on any person or persons in consequence of the use by the Indemnified Parties of articles to be supplied by Contractor under this Agreement, and of which the Contractor is not the patentee or assignee or has not the lawful right to sell the same.

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify the 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 Contractor in the performance of professional services and work hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of the 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 the 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 Contractor and shall survive termination of this Agreement.

Contractor's obligations under this Section shall apply regardless of whether or not such claims or liabilities were caused in part or contributed to by the City or any Indemnified Parties. In instances where the City or its Indemnified Parties is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of the City.

#### **5.4 Notification of Third-Party Claims.**

The City shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. The City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

#### **5.5 Performance and Labor Bonds.**

Concurrently with execution of this Agreement, Contractor shall deliver to the City, the following:

(a) A performance bond in the amount of the Contract Sum of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement ("Performance Bond").

(b) A labor and materials bond in the amount of the Contract Sum of this Agreement, in the form provided by the City Clerk, which secures the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement ("Payment Bond").

Both the Performance Bond and Payment Bond required under this Section 5.5 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/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of this Agreement.

#### **5.6 Sufficiency of Insurer or Surety.**

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. In addition, the insurance carrier must be currently authorized by the Insurance Commissioner to transact business of insurance or be on the List of Approved Surplus Line Insurers issued by the State of California. 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 the City, the Contractor agrees that the minimum limits of the insurance policies and the bonds required by Section 5.5 may be changed accordingly upon receipt of written notice from the Risk Manager.

### **5.7 Substitution of Securities.**

Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any funds withheld to ensure performance under this Agreement may be permitted at the request and sole expense of the Contractor. Alternatively, the Contractor may, pursuant to an escrow agreement in a form prescribed by California Public Contract Code Section 22300, request payment of retentions funds earned directly to the escrow agent at the sole expense of the Contractor.

### **5.8 Release of Securities.**

The City shall release the Performance and Payment Bonds when the following have occurred:

- (a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement;
- (b) the work for the Project has been finally accepted by the City; and
- (c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the Payment Bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

## **ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION**

### **6.1 Records.**

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, certified and accurate copies of payroll records in compliance with all applicable laws, or other documents relating to the disbursements charged to the 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 the 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 Contractor’s business, custody of the books and records may be given to the City, and access shall be provided by Contractor’s successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law, including but not limited to the California Public Records Act.

## **6.2 Reports.**

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

## **6.3 Ownership of Documents.**

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

## **6.4 Confidentiality and Release of Information.**

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

(b) Contractor, its officers, employees, agents, and 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 admissions, or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives the City sufficient notice of such court order or subpoena to allow it to raise appropriate objections.

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

(d) Contractor shall promptly notify the City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other

discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide the City with sufficient opportunity to review, comment, or file appropriate objections to any response to discovery requests provided by Contractor. This right to review any such response, however, does not imply or mean the right by the 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 Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

### **7.2 Disputes.**

(a) Default; Cure. In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant, in the sole and absolute discretion of the Project Manager. During the period of time that Contractor is in default, the City shall hold all invoices and shall proceed with payment on such invoices only when the default is cured to the satisfaction of the City. 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 Contractor 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 Contractor'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.

(b) Dispute Resolution. To the extent applicable, this Agreement is subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the California Public Contract Code regarding the resolution of public works claims of less than \$375,000. Additionally, Section 9204 of the California Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the Contractor, for the response to such claims by the City, for a mandatory meet and confer conference upon the request of the Contractor, for mandatory non-binding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the failure to resolve the dispute through mediation. This Agreement hereby incorporates the provisions of Article 1.5 as though fully set forth herein and the intent of this Section is to implement Sections 20104 *et seq.* and Section 9204 of the California Public Contract Code with respect to any such claims by Contractor. This Section shall be construed to be consistent with said statutes.

For purposes of these procedures, the term “claim(s)” means a separate demand by the Contractor, after the City has denied Contractor’s timely and duly made request for payment for extra work and/or a time extension, for: (i) a time extension, (ii) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to this Agreement and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (iii) an amount the payment of which is disputed by the City.

### **7.3 Retention of Funds.**

Contractor hereby authorizes the City to deduct from any amount payable to Contractor (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 the City for any losses, costs, liabilities, or damages suffered by the City, and (ii) all amounts for which the City may be liable to third parties, by reason of Contractor’s acts or omissions in performing or failing to perform Contractor’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 Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, the 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 the City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect the 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 the City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

### **7.5 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, Contractor shall file a claim pursuant to California Government Code Sections 905 *et seq.* and 910 *et seq.*, in order to pursue a legal action under this Agreement.

## **7.7 Liquidated Damages.**

Because the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of Five Hundred Dollars and 00/100 Cents (\$500.00) as liquidated damages for each working day of delay in the performance of any of the services required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages. Pursuant to California Government Code Section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the Project when such delay was caused by the failure of the public agency or owner of the utility to provide for removal or relocation of utility facilities.

## **7.8 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 Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor 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 Contractor has initiated termination, the Contractor 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.

## **7.9 Termination for Default of Contractor.**

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, the 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 Contractor 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 the City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

## **7.10 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.

#### **7.11 Unfair Business Practices Claims.**

In entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the City renders final payment to the Contractor without further acknowledgment by the Parties.

### **ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

#### **8.1 Non-liability of City Officers and Employees.**

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

#### **8.2 Conflict of Interest.**

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of the City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of the 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 this Agreement which effects his / her financial interest or the financial interest of any corporation, partnership or association in which he/her is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

#### **8.3 Covenant Against Discrimination.**

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class.

#### **8.4 Unauthorized Aliens.**

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, Title 8 Section 1101 *et seq.* of the United States Code , as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against the City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse the City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the 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 Ave, Irwindale, CA 91706, and in the case of the Contractor, to the person 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. All correspondence relating to this Agreement shall be serialized consecutively.

#### **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 (and the documents incorporated herein) is the entire, complete and exclusive expression of the understanding of the Parties. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council or the City's duly authorized official, as applicable. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either Party, this Agreement shall forthwith be amended to make such insertion or correction/

#### **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 the City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of the 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 they are directly or indirectly interested, or in violation of any corporation, partnership, or association in which they are 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 California Government Code Sections 1091 or 1091.5. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that they have not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor's Authorized Initials \_\_\_\_\_  
(Name)  
(Title)

### **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 APPEAR ON THE FOLLOWING PAGE]**

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

**CITY:**

CITY OF IRWINDALE, a municipal corporation

By:

\_\_\_\_\_  
Julian Miranda  
City Manager

**APPROVED AS TO FORM:**  
ALESHIRE & WYNDER, LLP

By:

\_\_\_\_\_  
Adrian R. Guerra  
City Attorney

**ATTEST:**

By:

\_\_\_\_\_  
Laura Nieto  
City Clerk

**CONTRACTOR:**

KASA Construction, Inc.

By:

\_\_\_\_\_  
Name: Diana Kasbar  
Title: President/Treasurer

By:

\_\_\_\_\_  
Name: Sam Kasbar  
Title: Vice President/Secretary

Address: KASA Construction, Inc.  
15148 Sierra Bonita Lane  
Chino, CA 91710

**Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED UNLESS EXECUTED UTILIZING DIGITAL SIGNATURE IN ACCORDANCE WITH CALIFORNIA CODE OF REGULATIONS TITLE 2 SECTION 22003. IN ADDITION, THE APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.**

## **EXHIBIT “A”**

### **SCOPE OF WORK**

- I. Contractor shall perform all of the work and comply with all of the specifications and requirements in the Project Documents for the Project, including any documents or exhibits referenced therein.**
- II. Brief description of the work to be performed:**

Perform demolition and earth work. Remove specified PCC pavers, vegetation, trees, trash, irrigation and construction debris. Remove and salvage atmospheric vacuum breakers and irrigation equipment. Construct and install decorative rocks and pavers, cobble stone, boulders, irrigation, planting, electrical, lighting, and signs and provide a 90 Day maintenance period
- III. In addition to the requirements of Section 6.2, during performance of the work, Contractor will keep the City apprised of the status of performance by delivering the following status reports:**
  - A. Not Applicable**
- IV. All work is subject to review and acceptance by the City, and must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by City.**
- V. Contractor shall provide safe and continuous passage for pedestrian and vehicular traffic**

Contractor shall provide safe and continuous passage for pedestrian and vehicular traffic in accordance with State of California CA Manual on Uniform Traffic Control Devices, (CAMUTCD) latest edition and shall observe and perform all traffic control safe protocols while working in the public right of way and upon any City facilities

**EXHIBIT “B”**

**SPECIAL REQUIREMENTS**

**(Superseding Contract Boilerplate)**

Added text is indicated in ***bold italics***, deleted text is indicated in ~~strikethrough~~.

## EXHIBIT "C"

### SCHEDULE OF COMPENSATION

- I. Contractor shall perform all work at the rates set forth in the Project Documents submitted as part of Contractor's Proposal, and listed below:

#### ARROW HIGHWAY CENTER MEDIAN ISLANDS IMPROVEMENT PROJECT

P-1078

#### BID SCHEDULE:

| ITEM NO. | DESCRIPTION                                                                                                                                              | EST. QTY | UNIT | UNIT PRICE | TOTAL AMOUNT |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|------------|--------------|
| 1G       | MOBILIZATION – DEMOBILIZATION                                                                                                                            | 1        | LS   | 50,000     | 50,000       |
| 2G       | TRAFFIC CONTROL                                                                                                                                          | 1        | LS   | 54,000     | 54,000       |
| 3G       | STORMWATER POLLUTION PREVENTION PLAN (SWPPP/BMP)                                                                                                         | 1        | LS   | 2,500      | 2,500        |
| 4G       | PRESERVATION OF EXISTING CITY MONUMENTS, AS APPLIES                                                                                                      | 1        | LS   | 500        | 500          |
| 5G       | DEMOLITION                                                                                                                                               | 1        | LS   | 500        | 500          |
| 6G       | EARTHWORK                                                                                                                                                | 1        | LS   | 8,000      | 8,000        |
| 7G       | FURNISH, INSTALL AND REMOVE TEMPORARY PROJECT INFORMATION SIGNS PER PROJECT SPECIFICATION                                                                | 1        | LS   | 1,000      | 1,000        |
| 8R       | REMOVE AND DISPOSE OF ALL EXISTING PCC PAVING TO FULL DEPTH PER DETAIL 2, ON LCD-1, AND NOTE "A" ON L-1                                                  | 1,370    | SF   | 8          | 10,960       |
| 9R       | CLEAR, GRUB AND DISPOSE OF ALL EXISTING VEGETATION, TREE STUMPS, TRASH DEBRIS, CONSTRUCTION DEBRIS AND IRRIGATION MATERIAL. SEE REMOVAL, NOTE "B" ON L-1 | 1        | LS   | 5,000      | 5,000        |
| 10R      | REMOVE AND DISPOSE OF ALL EXISTING MEDIAN TREES INCLUDING ROOTS TO 36" DEPTH                                                                             | 5        | EA   | 1,800      | 9,000        |
| 11R      | REMOVE AND SALVAGE ALL EXISTING ATMOSPHERIC VACUUM BREAKER PER PLANS                                                                                     | 1        | LS   | 200        | 200          |

| ITEM NO. | DESCRIPTION                                                                                                                                                                               | EST. QTY | UNIT | UNIT PRICE | TOTAL AMOUNT |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|------------|--------------|
| 12R      | REMOVE AND SALVAGE ALL EXIST. IRRIGATION CONTROLLER, METAL PIPE BOLLARDS AND CONTROL WIRES. PRESERVE EXIST. 120V ELECT. POWER CONDUCTORS IN NEW PULL BOX                                  | 1        | LS   | 600        | 600          |
| 13C      | CONSTRUCT 4" THICK PCC PAVING WITH RETARDANT FINISH PER DETAIL 3, LCD-1                                                                                                                   | 1,370    | SF   | 19         | 26,030       |
| 14C      | CONSTRUCT COBBLESTONE PAVING PER DETAIL 1, LCD-1                                                                                                                                          | 4,810    | SF   | 13         | 62,530       |
| 15C      | FURNISH AND INSTALL LANDSCAPE BOULDERS PER DETAIL 6, LCD-1                                                                                                                                | 1        | LS   | 12,000     | 12,000       |
| 16IR     | FURNISH AND INSTALL ALL IRRIGATION ITEMS AS SHOWN ON PLANS AND IN PROJECT SPECIFICATIONS. CONTRACTOR MUST SUBMIT A "SCHEDULE OF VALUES" UPON NOTICE TO PROCEED, PRIOR TO COMMENCE OF WORK | 1        | LS   | 85,000     | 85,000       |
| 17P&L    | FURNISH AND INSTALL ALL PLANTING ITEMS AS SHOWN ON PLANS AND IN PROJECT SPECIFICATIONS, CONTRACTOR MUST SUBMIT A "SCHEDULE OF VALUES" UPON NOTICE TO PROCEED, PRIOR TO COMMENCE OF WORK   | 1        | LS   | 82,000     | 82,000       |
| 18E      | FURNISH AND INSTALL ALL ELECTRICAL ITEMS AS SHOWN ON PLANS AND IN PROJECT SPECIFICATIONS. CONTRACTOR MUST SUBMIT A "SCHEDULE OF VALUES" UPON NOTICE TO PROCEED, PRIOR TO COMMENCE OF WORK | 1        | LS   | 96,000     | 96,000       |
| 19L      | FURNISH AND INSTALL ALL LIGHTING ITEMS AS SHOWN ON PLANS AND IN PROJECT SPECIFICATIONS. CONTRACTOR MUST SUBMIT A "SCHEDULE OF VALUES" UPON NOTICE TO PROCEED, PRIOR TO COMMENCE OF WORK   | 1        | LS   | 30,000     | 30,000       |
| 20S      | FURNISH AND INSTALL ALL ISLAND NOSE SIGNS: R4-7 AND 3-BUTTON YELLOW K-MARKERS AS SHOWN ON PLANS                                                                                           | 1        | LS   | 840        | 840          |

|     |                                                               |   |    |       |       |
|-----|---------------------------------------------------------------|---|----|-------|-------|
| 21S | FURNISH AND INSTALL THE SIGN SPECIFIED IN THE ADDENDUM NO.. 1 | 1 | EA | 1,900 | 1,900 |
| 22G | 90 DAYS MAINTENANCE PERIOD                                    | 1 | LS | 5,800 | 5,800 |

**Bid Item Legend:**

G: General Bid Item  
R: Removal Bid Item  
C: Construction Bid Item

IR: Irrigation Bid Item  
P&L: Planting and Landscaping Bid Item  
E: Electrical Bid Items

**TOTAL BID FOR ARROW HIGHWAY CENTER MEDIAN ISLANDS IMPROVEMENT PROJECT:**

\$ 544,360.00

Five Hundred Forty Four Thousand, Three Hundred Sixty Dollars and Zero Cent.  
(TOTAL BID AMOUNT WRITTEN IN WORDS)

- II. A retention of five percent (5%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.
- III. Within the budgeted amounts for each item in the Project Documents, and with the approval of the Contract Officer, funds may be shifted from one item's subbudget to another so long as the Contract Sum is not exceeded per Section 2.1.
- IV. The City will compensate Contractor for the services performed upon submission of a valid invoice. Each invoice is to include:
  - A. Line items for all personnel describing 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 the Contract Sum, as provided in Section 2.1 of this Agreement.

**EXHIBIT “D”**

**SCHEDULE OF PERFORMANCE**

- I.** Contractor shall perform all work timely in accordance with the following schedule:

|           | <b><u>Description</u></b> | <b><u>Days to Perform</u></b>                                                                                             | <b><u>Deadline Date</u></b> |
|-----------|---------------------------|---------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| <b>A.</b> | <b>All Work</b>           | <b>Must be completed within 30 Working days<br/>starting from the day after the issuance of the<br/>Notice to Proceed</b> |                             |

- II.** Contractor shall deliver the following tangible work products to the City by the following dates.

- A.** **All work as specified in the Plans and Specifications**

- III.** The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

## PERFORMANCE BOND

WHEREAS, the CITY OF IRWINDALE, ("City"), has awarded to Kasa Construction, Inc. as Contractor ("Principal"), a Contract for the work entitled and described as follows: Arrow Highway Center Median Island Improvement Project; P-1078;

WHEREAS, the Contractor is required under the terms of said Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the City in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), this amount being not less than one hundred percent (100%) of the total Contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to the City in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bound Contractor, or its heirs, executors, administrators, successors, or assigns, shall in all things stand and abide by, well and truly keep and perform all undertakings, terms, covenants, conditions, and agreements in the said Contract and any alteration thereof, made as therein provided, all within the time and in the manner designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

Executed on \_\_\_\_\_ 20\_\_\_\_.

PRINCIPAL

(Seal if Corporation)

By \_\_\_\_\_

Title \_\_\_\_\_

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

\_\_\_\_\_ (name and address of Surety)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (name and address of Surety's agent for service  
of  
process in California, if different from above)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (telephone number of Surety's agent in  
California)

(Attach Acknowledgment)

\_\_\_\_\_  
SURETY

By \_\_\_\_\_  
(Attorney-in-Fact)

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

**PAYMENT BOND**  
**(Labor and Material Bond)**

WHEREAS, the CITY OF IRWINDALE, (“City”), has awarded to Kasa Construction, Inc. as Contractor (“Principal”), a Contract for the work entitled and described as follows: Arrow Highway Center Median Island Improvement Project; P-1078;

WHEREAS, said Contractor is required to furnish a bond in conjunction with said Contract, to secure the payment of claims of laborers, mechanics, material men, and other persons as provided by law;

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the City in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), this amount being not less than one hundred percent (100%) of the total Contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney’s fee to the City in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractor fails to pay: (1) for any work, materials, services, provisions, provender, or other supplies, or for the use of implements of machinery, used in, upon, for, or about the performance of the work to be done, or for any work or labor thereon of any kind; (2) for work performed by any of the persons named in Civil Code Section 9100; (3) for any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract; and/or (4) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and/or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon the bond. Moreover, if the City or any entity or person entitled to file stop payment notices is required to engage the services of an attorney in connection with the enforcement of this bond, each shall be liable for the reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

Executed on \_\_\_\_\_, 20\_\_\_\_.

PRINCIPAL

(Seal if Corporation)

By\_\_\_\_\_

Title\_\_\_\_\_

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

\_\_\_\_\_ (name and address of Surety)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (name and address of Surety's agent for service  
of process in California, if different from above)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (telephone number of Surety's agent in  
California)

(Attach Acknowledgment)

\_\_\_\_\_  
SURETY

By\_\_\_\_\_  
(Attorney-in-Fact)

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

## WORKERS COMPENSATION INSURANCE CERTIFICATE

Description of Contract: **City of Irwindale**  
Project: \_\_\_\_\_

Type of Insurance: Workers' Compensation and  
Employers' Liability Insurance

THIS IS TO CERTIFY that the following policy has been issued by the below-stated company in conformance with the requirements of Article 5 of the Contract and is in force at this time, and is in a form approved by the Insurance Commissioner.

The Company will give at least 30 days' written notice to the City and Engineer/Architect prior to any cancellation of said policy.

POLICY NUMBER      EXPIRATION DATE      LIMITS OF LIABILITY

Workers' Compensation:  
Statutory Limits Under the Laws  
of the State of California

Employers' Liability:

\$ \_\_\_\_\_ Each Accident

\$ \_\_\_\_\_ Disease - Policy Limit

\$ \_\_\_\_\_ Disease - Each Employee

\_\_\_\_\_  
Named Insured (Contractor)

\_\_\_\_\_  
Insurance Company

\_\_\_\_\_  
Street Number

\_\_\_\_\_  
Street Number

\_\_\_\_\_  
City and State

\_\_\_\_\_  
City and State

By \_\_\_\_\_  
(Company Representative)

(SEE NOTICE ON NEXT PAGE)

Insurance Company Agent for Service  
of Process in California:

---

Name

---

Agency

---

Street Number

---

City and State

---

Telephone Number

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the policy listed herein.

This is to certify that the policy has been issued to the named insured for the policy period indicated, notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions of such policy.

NOTICE:

No substitution or revision to the above certificate form will be accepted. If the insurance called for is provided by more than one insurance company, a separate certificate in the exact above form shall be provided for each insurance company.

## **ADDITIONAL INSURED ENDORSEMENT COMPREHENSIVE GENERAL LIABILITY**

---

*Name and address of named insured ("Named Insured")*

---

*Name and address of Insurance Company ("Company")*

---

*General description of agreement(s), permit(s), license(s), and/or activity(ies) insured*

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The \_\_\_\_\_ ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard

to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at: City Manager, City of Irwindale, 5050 N. Irwindale Avenue, Irwindale, CA 91706.

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

| <u>TYPE OF COVERAGES TO WHICH<br/>THIS ENDORSEMENT ATTACHES</u> | <u>POLICY PERIOD<br/>FROM/TO</u> | <u>LIMITS OF<br/>LIABILITY</u> |
|-----------------------------------------------------------------|----------------------------------|--------------------------------|
|                                                                 |                                  |                                |
|                                                                 |                                  |                                |
|                                                                 |                                  |                                |

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- |                                                        |                                                      |
|--------------------------------------------------------|------------------------------------------------------|
| <input type="checkbox"/> Contractual Liability         | <input type="checkbox"/> Explosion Hazard            |
| <input type="checkbox"/> Owners/Landlords/Tenants      | <input type="checkbox"/> Collapse Hazard             |
| <input type="checkbox"/> Manufacturers/Contractors     | <input type="checkbox"/> Underground Property Damage |
| <input type="checkbox"/> Products/Completed Operations | <input type="checkbox"/> Pollution Liability         |
| <input type="checkbox"/> Broad Form Property Damage    | <input type="checkbox"/> Liquor Liability            |
| <input type="checkbox"/> Extended Bodily Injury        | <input type="checkbox"/> _____                       |
| <input type="checkbox"/> Broad Form Comprehensive      | <input type="checkbox"/> _____                       |
| General Liability Endorsement                          | <input type="checkbox"/> _____                       |

12. A ☐ deductible or ☐ self-insured retention (*check one*) of \$ \_\_\_\_\_ applies to all coverage(s) except: \_\_\_\_\_  
(*if none, so state*). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

13. This is an ☐ occurrence or ☐ claims made policy (*check one*).

14. This endorsement is effective on \_\_\_\_\_ at 12:01 a.m. and forms a part of Policy Number \_\_\_\_\_.

(signatures on following page)

I, \_\_\_\_\_ (*print name*), hereby  
declare under penalty of perjury under the laws of the State of California, that I have the authority to bind  
the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

Telephone No.: (\_\_\_\_\_) \_\_\_\_\_

*(Original signature only; no facsimile signature  
or initialed signature accepted)*

## ADDITIONAL INSURED ENDORSEMENT AUTOMOBILE LIABILITY

---

*Name and address of named insured ("Named Insured")*

---

*Name and address of Insurance Company ("Company")*

---

*General description of agreement(s), permit(s), license(s), and/or activity(ies) insured*

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The \_\_\_\_\_ ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard

to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager  
City of Irwindale  
5050 N. Irwindale Avenue  
Irwindale, CA 91706

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH  
THIS ENDORSEMENT ATTACHES

POLICY PERIOD  
FROM/TO

LIMITS OF  
LIABILITY

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- |                                                |                                                    |
|------------------------------------------------|----------------------------------------------------|
| <input type="checkbox"/> Any Automobiles       | <input type="checkbox"/> Truckers Coverage         |
| <input type="checkbox"/> All Owned Automobiles | <input type="checkbox"/> Motor Carrier Act         |
| <input type="checkbox"/> Non-owned Automobiles | <input type="checkbox"/> Bus Regulatory Reform Act |
| <input type="checkbox"/> Hired Automobiles     | <input type="checkbox"/> Public Livery Coverage    |
| <input type="checkbox"/> Scheduled Automobiles | <input type="checkbox"/> _____                     |
| <input type="checkbox"/> Garage Coverage       | <input type="checkbox"/> _____                     |

12. A ☐ deductible or ☐ self-insured retention (*check one*) of \$ \_\_\_\_\_ applies to all coverage(s) except: \_\_\_\_\_ (*if none, so state*). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

13. This is an ☐ occurrence or ☐ claims made policy (*check one*).

14. This endorsement is effective on \_\_\_\_\_ at 12:01 a.m. and forms a part of Policy Number \_\_\_\_\_.

(signatures on following page)

I, \_\_\_\_\_ (*print name*), hereby  
declare under penalty of perjury under the laws of the State of California, that I have the authority to bind  
the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed \_\_\_\_\_, 2026

\_\_\_\_\_  
Signature of Authorized Representative

Telephone No.: (\_\_\_\_\_) \_\_\_\_\_

(*Original signature only; no facsimile signature  
or initialed signature accepted*)

## **ADDITIONAL INSURED ENDORSEMENT EXCESS LIABILITY**

---

*Name and address of named insured ("Named Insured")*

---

*Name and address of Insurance Company ("Company")*

---

*General description of agreement(s), permit(s), license(s), and/or activity(ies) insured*

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The \_\_\_\_\_ ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager  
City of Irwindale  
5050 N. Irwindale Avenue  
Irwindale, CA 91706

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH  
THIS ENDORSEMENT ATTACHES

POLICY PERIOD  
FROM/TO

LIMITS OF  
LIABILITY

- ☐ Following Form  
☐ Umbrella Liability  
☐ \_\_\_\_\_

11. Applicable underlying coverages:

INSURANCE COMPANY

POLICY NO.

AMOUNT

12. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages: \_\_\_\_\_

13. A ☐ deductible or ☐ self-insured retention (*check one*) of \$ \_\_\_\_\_ applies to all coverage(s) except: \_\_\_\_\_  
(if none, so state). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

14. This is an ☐ occurrence or ☐ claims made policy (*check one*).

15. This endorsement is effective on \_\_\_\_\_ at 12:01 a.m. and forms a part of Policy Number \_\_\_\_\_.

(signatures on following page)

I, \_\_\_\_\_ (*print name*), hereby  
declare under penalty of perjury under the laws of the State of California, that I have the authority to bind  
the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed \_\_\_\_\_, 2026

\_\_\_\_\_  
Signature of Authorized Representative

Telephone No.: (\_\_\_\_\_) \_\_\_\_\_

(*Original signature only; no facsimile signature  
or initialed signature accepted*)

*City of*  
**IRWINDALE**  
**AGENDA REPORT**

---

Date: June 24, 2026

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Acceptance of the Safe Streets for All (SS4A) Comprehensive Safety Action Plan; P-1060

---

**City Manager's Recommendation:**

That the City Council (1) approve and accept the completion of the Safe Streets for All (SS4A) Comprehensive Safety Action Plan prepared by General Technologies and Solutions (GTS) LLC.; (2) authorize the City Clerk to record the Notice of Completion.

**Administrative Action:**

**Submitted/Prepared by:**

Eddie Chan, Director of Engineering/ Building Official



**Reviewed by:**

Jamie Koontz, Assistant City Attorney

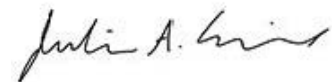


Kambiz Borhani, Finance Director / City Treasurer



**Approved by:**

Julian A. Miranda, City Manager



**Background and Analysis:**

The City of Irwindale was awarded a Safe Streets for All (SS4A) Comprehensive Safety Action Plan (Action Plan) grant from the U.S. Department of Transportation Federal Highway Administration (FHWA) in the amount of \$184,000. The Action Plan grant supports up to 80%

of the total cost of developing this Action Plan for the City and the City requires a 20% share cost as local match in the amount of \$46,000. The total estimated cost to develop the Action Plan at grant submittal was \$230,000.

On April 10, 2024, City Council awarded the contract for the development of the Safe Streets for All (SS4A) Comprehensive Safety Action Plan to General Technologies and Solutions (GTS) LLC in the amount of \$183,860.00 plus a 10% project contingency of \$18,386.00, bringing the approved total to \$202,246.00.

On May 28, 2025, City Council approved and adopted the development of the Safe Streets for All Comprehensive Safety Action Plan. The final costs for the GTS contract were \$183,860.

The total cost (GTS Invoices, Admin Cost, and Advertisement) for the development of a Safe Streets for All (SS4A) Comprehensive Safety Action Plan:

|                                   |                     |
|-----------------------------------|---------------------|
| GTS                               | \$ 183,860.00       |
| Administration Cost               | \$ 6,744.00         |
| Advertisement                     | \$ 959.09           |
| Subtotal Cost                     | \$ 191,563.09       |
| FHWA Grant Reimbursement Received | (\$ 153,250.47)     |
| <b>Total Cost</b>                 | <b>\$ 38,312.62</b> |

The total cost for the development of the Action Plan is \$38,312.62, which is less than the total budgeted amount of \$230,000.

It is recommended that the City Council accept the SS4A Comprehensive Safety Action Plan and authorize the City Clerk to record the Notice of Completion.

**Fiscal Impact:**

Funding for this project has been budgeted in the Adopted Budget under Capital Improvement Program Project (Account No.48-80-800-45300-8357). The total project cost is \$38,312.62, which is \$191,687.38 less than the budgeted amount of \$230,000. Sufficient funding is available to pay this amount.

**Attachments:**

|    |                                           |
|----|-------------------------------------------|
| 1. | NOC SS4A Comprehensive Safety Action Plan |
|----|-------------------------------------------|

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

---

SPACE ABOVE THIS LINE FOR RECORDER'S USE

---

**NOTICE OF COMPLETION OF  
PUBLIC WORK**

**NOTICE IS HEREBY GIVEN THAT:**

1. The undersigned is owner of an interest or estate in the hereinafter described real property, the nature of which interest or estate is: Citywide
2. The full name of the owner is: CITY OF IRWINDALE.
3. The full address of the owner is: 5050 IRWINDALE AVENUE, IRWINDALE, CALIFORNIA, 91706.
4. On the 24th day of June 2026, there was completed upon the hereinafter described real property the following work: Safe Streets for All (SS4A) Comprehensive Safety Action Plan (P-1060).
5. The name of the original contractor for the work described above was: General Technologies and Solutions, LLC

DATED: \_\_\_\_\_, 2026

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

ATTEST:

\_\_\_\_\_  
Deputy City Clerk

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

State of California

County of \_\_\_\_\_

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

by \_\_\_\_\_,

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

(Seal) Signature \_\_\_\_\_

Item #18.I.

*City of*  
**IRWINDALE**  
**AGENDA REPORT**

---

Date: June 24, 2026

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Bulletproof Vest Partnership (BVP) grant with the Department of Justice

---

**City Manager's Recommendation:**

**Adopt Resolution No. 2026-54-3865** entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING THE IRWINDALE POLICE DEPARTMENT'S PARTICIPATION IN AN BALLISTIC VEST PARTNERSHIP GRANT OFFERED BY THE U.S. DEPARTMENT OF JUSTICE, AND APPROVING AN ADDITIONAL APPROPRIATION FOR RECORDING THE REVENUE AND EXPENDITURE FOR THIS GRANT IN THE CITY OF IRWINDALE'S FEDERAL FUND" reading by title only and waiving further reading thereof, thereby authorizing the Police Department to continue to seek reimbursement for ballistic vest cost through the U.S. Department of Justice Ballistic Vest Partnership Grant Act of 1998.

**Administrative Action:**

**Submitted/Prepared by:**

Christopher P. Hofford, Chief of Police



**Reviewed by:**

Jamie Koontz, Assistant City Attorney

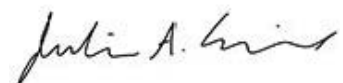


Kambiz Borhani, Finance Director / City Treasurer



**Approved by:**

Julian A. Miranda, City Manager



**Background and Analysis:**

The Irwindale Police Department currently provides soft body armor to all officers and half of the cost may be reimbursed for this body armor from the Ballistic Vest Partnership (BVP) Grant Act of 1998.

Each year, BVP is provided with a list of the total number of officers whose ballistic vest will be expiring (every 5 years) and the projected cost of vests for the eligible applicants during the calendar year.

Participation in this U.S. Department of Justice grant shall be ongoing and may be approved by the Chief of Police in consultation with the City Manager.

**Fiscal Impact:**

The BVP Grant is a federal grant and must be accounted for in a separate fund designated specifically for federally funded projects and programs. The City anticipates receiving \$4,658 for FY 2023 and \$6,359.79 for FY 2024 respectively, in BVP grant amounts. The amount for FY 2024 was previously reported to the City Council on January 22, 2025. Since the BVP Grant is a restricted special revenue fund account for federally funded projects and programs, the City will initially need to acquire the ballistic vests using IPD's budget and then submit them for reimbursement. Upon receipt, the City will accept and record the funds under appropriate accounts accordingly.

Adoption of Resolution No. 2026-54-3865 authorizes the Finance Director to amend the FY 2025-2026 adopted budget by appropriating the \$4,658 for FY 2023 award amount into proper accounts, so that IPD can acquire and submit for reimbursement the necessary supporting documents to the BVP grant agency.

**Attachments:**

|    |                                                                     |
|----|---------------------------------------------------------------------|
| 1. | Resolution No. 2026-54-3865                                         |
| 2. | FY 2023 Award - \$4,658                                             |
| 3. | FY 2024 Award - \$6,359.79 - Previously Approved by CC on 1/22/2025 |

**RESOLUTION NO. 2026-54-3865**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING THE IRWINDALE POLICE DEPARTMENT'S PARTICIPATION IN AN BALLISTIC VEST PARTNERSHIP GRANT OFFERED BY THE U.S. DEPARTMENT OF JUSTICE, AND APPROVING AN ADDITIONAL APPROPRIATION FOR RECORDING THE REVENUE AND EXPENDITURE FOR THIS GRANT IN THE CITY OF IRWINDALE'S FEDERAL FUND**

**WHEREAS**, the Irwindale Police Department (IPD) currently provides soft body armor to all officers; and

**WHEREAS**, the Ballistic Vest Partnership (BVP) Grant Act of 1998 has reimbursed at least half of the cost of this body armor since 2000; and

**WHEREAS**, BVP is provided with a list of the total number of officers whose ballistic vest will be expiring (every 5 years) during the calendar year along with the projected cost to replace these vests; and

**WHEREAS**, participation in this U.S. Department of Justice grant shall be on-going and may be approved by the Chief of Police in consultation with the City Manager; and

**WHEREAS**, the BVP Grant is a federal grant and must be accounted for in a separate fund designated specifically for federally funded projects and programs. The BVP grant amount for FY 2023 is \$4,658 and for FY 2024 is \$6,359.79 (previously reported and approved by the City Council on January 22, 2025) respectively, which has been awarded to cover some of the cost of ballistic vests to be purchased. Since the BVP Grant is a restricted special revenue fund account for federally funded projects and programs, the City will initially need to acquire the ballistic vests using IPD's budget and then submit them for reimbursement. Upon receipt, the City will accept and record the funds under appropriate accounts accordingly; and

**WHEREAS**, the City desires to accept and appropriate FY 2023 \$4,658 in BVP Grant Funds (Fund 31) and utilize IPD's budget to acquire the ballistic vests for IPD and submit for reimbursement the required supporting documents to the BVP grant agency..

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

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

**SECTION 2.** The City Council hereby approves and authorizes Finance Director to amend the FY 2025-2026 adopted budget to accept and appropriate the BVP Federal Grant Funds for FY 2023 in the amount of \$4,658, as well as IPD using its budgeted funds from account 01-35-353-42241-0000 to acquire the ballistic vests needed and to submit for reimbursement.

**SECTION 3.** The Chief of Police, City Manager, and Finance Director are hereby authorized and directed to facilitate and administer the City of Irwindale's continued participation in the BVP and use of funds. City staff shall also submit all necessary documentation to the U.S. Department of Justice for reimbursement of ballistic vest costs.

**SECTION 4.** The Chief Deputy City Clerk shall attest to the adoption of this resolution which shall, in turn, have immediate effect.

**PASSED, APPROVED AND ADOPTED** this 24<sup>th</sup> day of June 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 Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2026-54-3865 was duly adopted by the City Council of the City of Irwindale at a regular meeting thereof held on the 24<sup>th</sup> day of June 2026, by the following vote:

AYES:                   Councilmembers:

NOES:                   Councilmembers:

ABSTAIN:               Councilmembers:

ABSENT:                Councilmembers:

---

Laura M. Nieto, MMC  
Chief Deputy City Clerk

**Lisa Amaya**

---

**From:** Floyd, Vanessa (OJP) <Vanessa.Floyd@usdoj.gov>  
**Sent:** Friday, January 16, 2026 2:32 PM  
**To:** John Fraijo; Lisa Amaya; Julian Miranda; Kambiz Borhani  
**Cc:** Floyd, Vanessa (OJP)  
**Subject:** BVP Program - FY- 2023 Award Fund will Expire : IRWINDALE CITY CA Jurisdiction ID # 52019505

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Good afternoon, BVP Program Participant

The expiration date on the FY-2023 BVP Program award funds is extended until Thursday June 25, 2026. The FY-2023 Award funds balance is \$ 4,658.00

Is there any assistance or information that may be shared so that the award funds do not expire.

Thank you for your assistance to the BVP Program.  
Vanessa,

Vanessa Floyd  
Payment Programs Analyst /Contractor Specialist [Sol Consulting Group LLC]  
Bureau of Justice Assistance  
U.S. Department of Justice | Office of Justice Programs  
Email: [Vanessa.Floyd@usdoj.gov](mailto:Vanessa.Floyd@usdoj.gov)  
Office Phone:(202) 598-5197



**U.S. DEPARTMENT OF JUSTICE**  
**OFFICE OF JUSTICE PROGRAMS**

**Lisa Amaya**

---

**From:** Bureau of Justice Assistance <BJA@public.govdelivery.com>  
**Sent:** Thursday, September 26, 2024 9:27 AM  
**To:** Lisa Amaya  
**Subject:** BJA Patrick Leahy Bulletproof Vest Partnership (BVP) – FY 2024 Award Announcement

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

[View as a webpage / Share](#)



Dear BVP Applicant:

The Bureau of Justice Assistance (BJA) is pleased to inform you that your jurisdiction will receive an award under the Fiscal Year (FY) 2024 Patrick Leahy Bulletproof Vest Partnership (BVP) solicitation. These funds have been posted to your account in the [BVP System](#). A complete list of FY 2024 BVP awards is now available at the following link: [2024 BVP awards](#).

**Important: Jurisdictions must be registered and include updated banking information in the System for Award Management (SAM) (<https://www.sam.gov/SAM/>) to receive reimbursement. For more information about renewing and updating your existing SAM registration, or registering in SAM as a new entity, please visit: <https://sam.gov/content/help>. The SAM Helpdesk can be reached at 866-606-8220.**

The FY 2024 award may be used for National Institute of Justice (NIJ) compliant armored vests that were ordered after April 1, 2024. The deadline to request payments from the FY 2024 award is August 31, 2026, or until all available funds have been requested. Awards will not be extended past that date, and any unused funds will be forfeited.

As a reminder, body armor vests purchased with BVP funds must have been tested through the NIJ [Compliance Testing Program](#) and found to comply with the most current NIJ body armor standards, appear on the [NIJ Compliant Products List](#) as of the date the body armor was ordered, be uniquely fitted, and be made in the United States. In addition, applicants must have a written mandatory wear policy for uniformed patrol officers in place at the time of application.

In addition, the federal portion of the costs for body armor vests purchased under the BVP Program may not exceed 50 percent. However, jurisdictions may request a financial or natural disaster hardship waiver during the payment request process and receive up to

100 percent of the cost of each body armor vest submitted for reimbursement. Additional information regarding match waivers can be found in the [BVP FAQs](#), and detailed instructions on the process for requesting a waiver and the documentation required can be found in the [Submitting Payment Requests in BVP User Guide](#).

Please contact the BVP Helpdesk at 1-877-758-3787 or email [vests@usdoj.gov](mailto:vests@usdoj.gov) if you have any questions regarding the above information. Please also visit the [BVP website](#) for additional information regarding the BVP Program.

In addition, please visit BJA's [Officer Robert Wilson III Preventing Violence Against Law Enforcement Officers and Ensuring Officer Resilience and Survivability \(VALOR\) Initiative](#) website to obtain other information regarding officer safety. The VALOR Initiative is a comprehensive set of programs that deliver no-cost officer safety, wellness, resilience training, resources, and technical assistance to law enforcement throughout the country. VALOR brings together the latest research and practices to address current and emerging officer safety and wellness issues and threats. Please see the [VALOR Initiative Overview](#) booklet for additional details about this initiative.

Sincerely,

BVP Program Team  
Bureau of Justice Assistance

<https://www.ojp.gov/program/bulletproof-vest-partnership>



## **PUBLIC SAFETY OFFICERS' BENEFITS (PSOB) PROGRAM**

Enacted in 1976, the PSOB Program provides death, disability, and education benefits to those eligible for the program. For details regarding these federal benefits for law enforcement officers, firefighters, and other first responders who have died or become catastrophically injured in the line of duty, call the PSOB Office at 888-744-6513 or visit us online at [online](#).

---

*BJA offers many resources, training and technical assistance, and policy development services to support local, state, and tribal governments in achieving safer communities.*

---

*If you haven't already, [subscribe to the News From BJA](#) subscription list to stay up to date on the latest information and news from BJA. If you are already a subscriber, [update your subscription preferences](#) to receive information that is most relevant to you.*

# 2024 BVP AWARDS

HELP

JUR: IRWINDALE CITY, CA

LOGOUT

OMB #1121-0235  
(Expires: 10/31/2016)

## APPLICATION PROFILE

|                                                                                                                                |      |
|--------------------------------------------------------------------------------------------------------------------------------|------|
| <b>Fiscal Year</b>                                                                                                             | 2024 |
| <b>Vest Replacement Cycle</b>                 | 5    |
| <b>Number of Officers</b>                                                                                                      | 29   |
| <b>Number of Stolen or Damaged</b>                                                                                             | 0    |
| <b>Number of Emergency Replacement Needs</b>  | 0    |
| <b>Number of Officer Turnover</b>                                                                                              | 0    |

## APPLICATION DETAILS

| NJ#                 | Quantity  | Unit Price | Extended Cost      | Tax Shipping and Handling | Total Cost         |
|---------------------|-----------|------------|--------------------|---------------------------|--------------------|
| BA-3A00S-SX02       | 15        | \$784.10   | \$11,761.50        | \$1,117.34                | \$12,878.84        |
| <b>Grand Totals</b> | <b>15</b> |            | <b>\$11,761.50</b> | <b>\$1,117.34</b>         | <b>\$12,878.84</b> |

## AWARD SUMMARY FOR FY2024 REGULAR FUND

| Funds Type           | Eligible Amount    | Award             | Date Approved | Status          |
|----------------------|--------------------|-------------------|---------------|-----------------|
| Regular Fund         | \$12,878.84        | \$6,359.79        | 09/26/24      | Approved by BVP |
| <b>Grand Totals:</b> | <b>\$12,878.84</b> | <b>\$6,359.79</b> |               |                 |

RETURN

RETURN

## Lisa Amaya

---

**From:** Lisa Amaya  
**Sent:** Thursday, September 26, 2024 3:46 PM  
**To:** Chris Hofford; John Fraijo; Jose Vargas; Jeanette Duran  
**Cc:** Claudia Carlos; Nathaniel Burrola-Woodard  
**Subject:** 2024 BVP Award  
**Attachments:** 2024 BVP AWARDS.docx

Hi all,

I was notified today that our department will receive an award under the FY 2024 BVP grant program for \$6,359.79.

Please see the attachment.

Thanks,

~Lisa

*Lisa Amaya*

**Police Services Specialist**

Irwindale Police Department  
5050 N. Irwindale Avenue  
Irwindale, CA 91706  
626.430.2236 Office  
626.962.8212 Fax

*Serving with Pride, Integrity and Professionalism*



Item #18.J.

*City of*  
**IRWINDALE**  
**AGENDA REPORT**

---

Date: June 24, 2026

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Approval of Amendment No. 1 to the Contract Services Agreement Between the City of Irwindale and Source Art

---

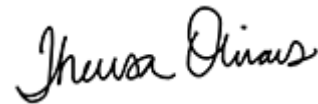
**City Manager's Recommendation:**

That the Irwindale City Council adopt Resolution No. 2026-56-3866 entitled, "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING AMENDMENT NO. 1 TO THE SERVICES AGREEMENT WITH SOURCE ART TO PAINT FOUR (4) MURALS AT THE IRWINDALE PUBLIC LIBRARY**".

**Administrative Action:**

**Submitted & prepared by:**

Theresa Olivares, Assistant City Manager



**Reviewed by:**

Jamie Koontz, Assistant City Attorney

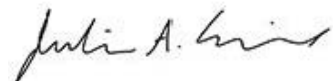


Kambiz Borhani, Finance Director / City Treasurer



**Approved by:**

Julian A. Miranda, City Manager



**Background and Analysis:**

On January 28, 2026, the Irwindale City Council adopted Resolution No. 2026-06-3717, entering into a

services agreement with Source Art to paint four (4) murals in the following areas of the new Irwindale Public Library: 1) the Founding Mothers Area; 2) the Reference Desk Area; 3) the Children's Area; and 4) the Learning Center Area. The Children's area mural requires additional elements, including a small dog with a butterfly, additional greenery in the visible section behind the shelf that has no backing, and an additional tree and figure. The Founding Mother's area requires a painted sketch for better understanding of the mural, and two (2) additional community workshops.

The scope of services has been amended to include the additional services required from Source Art and an additional \$5,522.50 is required to complete the previously mentioned additional tasks, resulting in a total contract of \$55,522.50 (\$50,000 (initial amount approved on 1/28/2026) + \$5,522.50 (amenment No. 1)).

**Fiscal Impact:**

Sufficient funding is available under the FY 2025-2026 Capital Improvement Program ("CIP") adopted budget under the City of Irwindale Public Library Improvement Project Phase II CIP Project No. 8251. No additional money is being requested.

**Attachments:**

|    |                                                                                             |
|----|---------------------------------------------------------------------------------------------|
| 1. | Resolution No. 2026-56-3866 Source Art Amendment (2158324.1)                                |
| 2. | Amendment No. 1 to Contract Services Agreement Between the City of Irwindale and Source Art |
| 3. | Exhibit A-2                                                                                 |

## **RESOLUTION NO. 2026-56-3866**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING AMENDMENT NO. 1 TO THE SERVICES AGREEMENT WITH SOURCE ART TO PAINT FOUR (4) MURALS AT THE IRWINDALE PUBLIC LIBRARY**

**WHEREAS**, on January 28, 2026 the Irwindale City Council adopted Resolution No. 2026-06-3717, entering into a services agreement with Source Art to paint four (4) murals at the new Irwindale Public Library: Founding Mother Area, Reference Desk Area, Children's Area, and the Learning Center; and

**WHEREAS**, the Children's Area mural requires additional elements including a small dog with a butterfly, additional greenery in the visible section behind the shelf that has no backing, and an additional tree and figure; and

**WHEREAS**, the Founding Mothers Area requires a painted sketch for better understanding of the mural, and two (2) additional community meetings; and

**WHEREAS**, the scope of services has been amended to include the additional services required and an additional \$5,522.50 to complete these additional tasks.

**WHEREAS**, the City and Consultant desire to amend the Agreement and Contract Amount.

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

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

**SECTION 2.** The City Council of the City of Irwindale hereby approves the revised scope of services for an additional not to exceed amount of \$5,522.50, for a total contract amount of \$55,522.50, and approves Amendment No. 1 to the Contract Services Agreement between the City of Irwindale and Source Art attached hereto as **Exhibit A**.

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

Resolution No. 2026-56-3866

Page 1

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

**SECTION 4.** This Resolution shall take effect immediately and the Chief Deputy City Clerk shall attest to the adoption of this Resolution.

**PASSED, APPROVED and ADOPTED** this 24<sup>th</sup> day of June 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. 2026-56-3866 duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 24<sup>th</sup> day of June 2026, by the following vote:

YES:       Councilmembers:

NOES:     Councilmembers:

ABSENT:   Councilmembers:

ABSTAIN:   Councilmembers:

---

Laura M. Nieto, MMC  
Chief Deputy City Clerk



## **CITY OF IRWINDALE**

### **AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT BETWEEN THE CITY OF IRWINDALE AND SOURCE ART**

This AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT (herein "Amendment") is made and entered into this 24<sup>TH</sup> day of June, 2026, by and between the CITY OF IRWINDALE, a municipal corporation, (herein "City") and Source Art, a sole proprietorship (herein "Consultant").

#### **RECITALS**

WHEREAS, on March 19, 2026, the City and Consultant entered into that certain Contract Services Agreement for the assessment, planning, implementation, and processing of four (4) murals in the Irwindale Public Library ("Agreement"); and

WHEREAS, the Children's Area mural required additional elements including a small dog with a butterfly, additional greenery to the area that is visible behind the book shelf, and an additional tree and figure; and

WHEREAS, the Founding Mother's Area requires a painted sketch of the mural, and two (2) additional community workshops; and the scope of services required by the Consultant has been amended; and

WHEREAS, the parties desire to amend Section 2.1, pursuant to the terms of this Amendment No. 1, increasing the Contract Sum by a total of \$5,522.50 for a total contract amount not to exceed of \$55,522.50 to secure the Consultant to perform the required services.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. Section 2.1 of the Agreement entitled "Compensation" shall be amended in its entirety to read as follows:

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "B" and incorporated herein by this reference, but not exceeding FIFTY-FIVE THOUSAND FIVE HUNDRED TWENTY-TWO DOLLARS AND FIFTY CENTS (\$55,522.50).

3. Exhibit "A" of the Agreement entitled "Scope of Services" shall be supplemented to include the additional tasks described in Exhibit "A-2" to this Amendment. Except as supplemented by the additional tasks described, all other provisions of Exhibit "A" of the Agreement shall remain unmodified and in full force and effect.

4. Full Force and Effect. Except as expressly modified herein all other provisions of the Agreement shall remain unmodified and in full force and effect.

5. Corporate Authority. The persons executing this Amendment 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 Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

**CITY:**

CITY OF IRWINDALE, a public body corporate and politic

\_\_\_\_\_  
Theresa Olivares, Assistant City Manager

**ATTEST:**

\_\_\_\_\_  
Laura M. Nieto, MMC  
Chief Deputy City Clerk

APPROVED AS TO FORM:  
Aleshire & Wynder, LLP

\_\_\_\_\_  
Adrian R. Guerra, City Attorney

**CONSULTANT:**

By: \_\_\_\_\_  
Name: MaryLinda Moss  
Title:

Address: 445 W. Avenue 46  
Los Angeles, CA 90065

[END OF SIGNATURES]

## Decorative Elements - City of Irwindale - Irwindale Library Murals Additions

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### Change orders and Additions 06/14/26

Here are quotes for change orders/additions in the Children's area, Founding Mothers murals:

#### ➤ Children's Area, Addition 1 (small dog with butterfly):

The artist will design, add, and paint a small dog with a butterfly to the existing mural design.

- **Dog** with medium to high level of detail:
  - Design
  - Implementation/painting

**Dog with butterfly, medium to high level of detail:**  
**\$350**

#### ➤ Children's Area, Addition 2 (squirrel):

The artist will design, add, and paint a squirrel to the existing mural design.

- **Squirrel** with medium to high level of detail:
  - Design
  - Implementation/painting

**Squirrel, medium to high level of detail:**  
**\$0 / Complimentary (\$200)**

#### ➤ Children's Area, Addition 3: additional full mural footage and greenery behind shelf

The artist will add 46 square feet (11.5 x 4') of additional greenery on the bottom center and left to fill the space that will become visible through the shelf that has no backing.

- **Greenery** with low level of detail:
  - Implementation/painting

**46 sq' Additional green area, low level (half cost of medium) detail:**  
**\$1,552.5 / 50% of full charge \$3,105**

#### ➤ Children's Area, Addition 4: additional full mural footage on bottom right:

The artist designed tree and figure and added 24 square feet (6 x 4') of additional detailed mural painting on the bottom right. The area was not accounted for in the original bid, as the elevations we initially received showed the book shelving running along the entire width of the wall.

- **Mural design** with medium to high level of detail:
  - Design
  - Implementation/painting

**24 sq' Additional mural design, medium to high level of detail:**  
**\$1,620 / 50% of full charge \$3,240**

➤ **Founding Mothers Mural, Addition 1: painted sketch for better understanding of mural**

The artist will create a painted sketch (either a “painted” digital rendering, which can be scaled up for printing or a hand-painted acrylic smaller sketch)

- **Painted sketch:**

**Digital or hand-painted sketch:**  
**\$800**

➤ **Founding Mothers Mural, Addition 2: Additional Community Meetings**

The artists will be present for 2 additional community meetings (\$300 each per person/per meeting)

**Additional Meeting cost:**  
**\$1,200**

**Agreement**

The agreement is made between Decorative Elements/Source Art and the City of Irwindale, who agree to commission the project as described below. The numbers below reflect expected amounts for each area’s mural. During the design process, we will make adjustments, as needed, keeping in mind the determined budget while making the necessary artistic choices.

**Project Name:** Irwindale Library Murals

**Project Address:** 16053 Calle De Paseo, Irwindale, CA 91706

**Decorative Elements/Source Art:** MaryLinda Moss

This agreement should be governed by and construed in accordance with the internal laws of California without giving effect to any choice or conflict of law provision or rule.

\_\_\_\_\_  
City of Irwindale

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
MaryLinda Moss: Decorative Elements/Source Art

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
June 15, 2026

\_\_\_\_\_  
Date

*City of*  
**IRWINDALE**  
**AGENDA REPORT**

---

Date: June 24, 2026

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Policy Governing Remote Participation and Enhancement of Public Participation in City Council and Commission Meetings to implement Senate Bill No. 707

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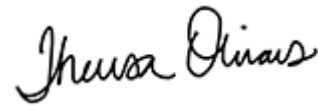
**City Manager's Recommendation:**

Adopt Resolution No. 2026-55-3865 to Adopt a Policy Entitled "Policy Governing Remote Participation and Enhancement of Public Participation in City Council and Commission Meetings" to implement Senate Bill No. 707.

**Administrative Action:**

**Submitted by:**

Theresa Olivares, Assistant City Manager



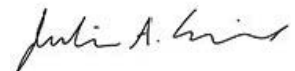
**Prepared/Reviewed by:**

Jamie Koontz, Assistant City Attorney



**Approved by:**

Julian A. Miranda, City Manager



**Background and Analysis:**

On October 3, 2025, Governor Newsom signed Senate Bill No. 707 ("SB 707"), which revises and updates the Ralph M. Brown Act's open meeting laws to provide greater flexibility in teleconferencing and enhance accessibility requirements, including translation services in certain circumstances and real-time captioning. SB 707 requires the City Council to formally authorize teleconferencing for advisory bodies, including commissions, committees, and boards, through a resolution or policy, pursuant to California Government Code section 54953.8.6.

These new requirements build on the existing teleconferencing framework established under prior

legislation, including Assembly Bills 361 and 2449. SB 707 takes effect on July 1, 2026, and will remain in effect until January 1, 2030. A draft policy, entitled “Policy Governing Remote Participation and Enhancement of Public Participation in City Council and Commission Meetings” is now presented to the City Council to implement Senate Bill No. 707.

SB 707 updates the City’s open meeting requirements to enhance public participation, transparency, and accessibility. It is important to note that SB 707 has new provisions applicable to all city councils and new provisions only applicable to an “eligible legislative body”, which is defined as “a city council of a city located in a county with a population of 600,000 or more”. Accordingly, the City will be subject to all provisions of SB 707, i.e. both the general provisions of SB 707 and the provisions applicable to an “eligible legislative body” because the City is located in a county that exceeds a population of 600,000 people.

### **Teleconferencing and Remote Participation Requirements**

- **Mandatory Hybrid Meetings:** By July 1, 2026, the City Council ***must*** provide for hybrid meetings (in-person plus a teleconference option). The teleconference option must be either a two-way telephonic *or* audiovisual platform (e.g., zoom). If using audiovisual platforms, a call-in option and active captioning (if available) are required.<sup>[1]</sup>
- **Policy Regarding Broadcast Disruption:** Prior to July 1, 2026, the City Council must adopt an open session policy regarding hybrid meetings that includes procedures for restoring service in the event of a broadcast disruption. The policy should include (i) steps to be taken if audio, video, or the entire platform fails, (ii) the appropriate personnel to take corrective action to restore service, and (iii) the procedure to notify the public and resume the meeting upon restoration of service.

In addition, the policy should also outline how the City Council will deal with a disruption or disturbance from a member of the public, either in-person or on teleconference, and restore decorum to the meeting. The policy should also address the procedures for accommodating disability requests by a Councilmember or a member of the public in participating in the meeting, as well as define “just cause” and “emergency circumstances” for purposes of remote participation by a Councilmember.

- **One-Hour Recess Requirement:** Starting July 1, 2026, if a disruption prevents the public from attending the meeting remotely, the City Council must take a recess and try to restore service. If service cannot be restored within one (1) hour, the City Council must conduct a roll call vote confirming that good faith efforts were made, and make a finding that public interest in continuing the meeting outweighs remote access.<sup>[2]</sup>
- **Legal Basis for Remote Participation of Councilmember:** Starting January 1, 2026, Councilmembers and commissioners who participate remotely must have their legal basis for remote participation recorded in the meeting minutes.<sup>[3]</sup>

- **Councilmember with Disability:** Starting January 1, 2026, Councilmembers and commissioners with a disability may participate remotely as a reasonable accommodation, including participation via audio only (but only if their condition prevents participation on camera). Once an accommodation is granted for a disability, the Councilmember's remote participation counts toward quorum at the in-person meeting site. Unlike the "just cause" or "emergency circumstance" reasons for Councilmembers/commissioners to participate remotely, there are no restrictions on the number of meetings a Councilmember/commissioner may attend remotely and no geographic limits on participation, once a disability is established and accommodated. However, those attending remotely must still disclose any present adults and their relationship to them.<sup>[4]</sup>
- **"Just cause" definition expanded and extended:** Currently, Councilmembers and commissioners may participate remotely due to "just cause". In addition to the existing reasons of childcare needs, a contagious illness, official City-related travel, and physical or family medical emergency, as of January 1, 2026 the definition of "just cause" will now include military service obligations. Previously sunsetting at the end of 2025, the allowance for remote participation via "just cause" has been extended to December 31, 2029.<sup>[5]</sup>

#### **Enhancing Public Engagement (Starting July 1, 2026):**

- **Translation of meeting agendas:** If 20% of the City's population speaks an applicable foreign language ***and at the same time, that population speaks English less than "very well"***<sup>[6]</sup>, then the City must translate meeting agendas (but not the entire agenda packet) into that applicable language. There is no need to verbally state how the foreign language translation of the agenda may be accessed during the applicable Council meeting. *[Note that the 20% calculation must be based on data regarding foreign languages from the most recent American Community Survey.]*
- **Translation of the City website:** Similar to meeting agendas, the following information on the City's website must also be translated if 20% of the City's population speaks an applicable foreign language and at the same time that population speaks English less than "very well". Each translation must be accessible through a prominent direct link posted on the City's website home page.<sup>[7]</sup>

(A) An accessible internet webpage dedicated to public meetings that includes, or provides a link to, all of the following information:

(I) A general explanation of the public meeting process for the City Council.

(II) An explanation of the procedures for a member of the public to provide in-person or remote oral public comment during a public meeting

or to submit written public comment.

(III) A calendar of all public meeting dates with calendar listings that include the date, time, and location of each public meeting.

(IV) The agenda posted online.

- **Social Media Use:** Existing law temporarily allows a Councilmember to participate in individual communications on an internet-based social media platform for specified purposes, provided that a majority of Councilmembers do not use the platforms to discuss or deliberate on matters within the City's specific subject matter jurisdiction. This bill makes removes the sunset date and makes this exception permanent.<sup>[8]</sup>
- **Brown Act Copy:** The City must provide a copy of the Brown Act to each Councilmember of the City. <sup>[9]</sup>
- **Oral Reporting of Compensation Decisions:** SB 707 clarifies that the City is required to orally report, prior to final action, a summary of any recommendation of final action on compensation for the City Manager, any department heads, or other comparable administrative officer during an open meeting at which the final action is to be taken.
- **Assistance in translation services:** The City is required to reasonably assist members of the public who wish to translate a public meeting into any language or wish to receive interpretation provided by another member of the public. The bill does not require the City to provide translation services, but only to reasonably assist others who choose to engage in translation/interpretation services. It is important to note that in providing any translation service, SB 707 limits the City's liability in negligent translation and provides that the City will not be responsible for the contents or accuracy of any translation.<sup>[10]</sup>
  - The bill states that the City Council shall publicize instructions on how to request assistance to the public.
  - The "assistance" listed in the bill may include any of the following, as determined by the City Council: (i) Arranging space for one or more interpreters at the meeting location, (ii) Allowing extra time during the meeting for interpretation to occur, and/or (iii) Ensuring participants may utilize their personal equipment or reasonably access facilities for participants to access commercially available interpretation services.

Automated translation tools, such as Google Translate, may be used to satisfy these requirements, provided the other statutory obligations are met and a disclaimer is included noting that translations are automatically generated and may not be exact.

- **Translation near posting sites:** The City must also provide a freely accessible physical location near where the agendas are posted to allow the public to post additional translations of the agenda in that location.<sup>[11]</sup>
- **Outreach requirements:** The City must make reasonable efforts to invite groups that do not traditionally participate in public meetings to attend those meetings. Examples of

such groups include the following:

- Media organizations providing news coverage within the City or region, including ethnic and language-specific outlets serving non-English-speaking communities.
- Civil-rights, civic-engagement, neighborhood, and community-based organizations, particularly those active in or serving multilingual or historically marginalized communities.<sup>[12]</sup>
- 

### **C. Additional Key Requirements**

-

- **Teleconferencing for Eligible Subsidiary Bodies:** SB 707 further standardizes teleconferencing procedures for eligible subsidiary bodies, such as advisory boards and committees of the City. Before an eligible subsidiary body may use teleconferencing, the City Council must first formally authorize it by charter, ordinance, resolution or other formal action.<sup>[13]</sup> If teleconferencing is authorized, members participating remotely must maintain real-time, two-way communication for the duration of the meeting, unless the member has a physical or mental condition meeting ADA disability criteria that results in a need to participate off camera. Further, the bill removes the prior requirement to publicly notice each remote location. Also, SB 707 requires each legislative body to reauthorize an eligible subsidiary body's use of teleconferencing every six months by majority vote, confirming that the practice continues to serve the public interest in accordance with Government Code section 54953.8.6.

The proposed policy sets forth the authority of the City Council to authorize advisory commissions to use teleconferencing, but a separate resolution(s) will need to be adopted by the City Council in the future if the City Council chooses to allow specific teleconferencing authorization. Costs of staffing and the technology for implementation of the hybrid format for each commission will need to be considered.

The policy, if adopted, will help to ensure compliance with Senate Bill 707. Further, the policy will support the City's mission to ensure public meetings remain transparent, accessible, and inclusive, consistent with the City Council's goal of proactive communication with all members of the community.

The City's existing Council Procedures were adopted by Resolution No. 2023-17-3395, and continue to govern meeting operations and conduct. The proposed SB 707 Policy supplements the Council Procedures by addressing teleconferencing, accessibility, language access, and public participation requirements enacted by State law. Staff anticipates returning at a future date with proposed amendments to the Council Procedures to ensure consistency with SB 707 and current City practices.

[1] Cal. Gov. Code § 54953.4(b)(1).

[2] Cal. Gov. Code § 54953.4(b)(1).

[3] Cal. Gov. Code § 54953.8(b)(7).

[4] Cal. Gov. Code § 54953(c).

[5] Cal. Gov. Code § 54953.8.3(c).

[6] Note that the term “very well” is not defined in the Govt. Code, but is a term of art used to identify individuals with limited English proficiency (LEP), and it refers directly to data from the U.S. Census Bureau's American Community Survey (ACS). The U.S. Census Bureau uses this specific phrasing in its survey to measure the level of English proficiency within households and communities. Individuals are considered LEP if they indicate on the ACS that they speak English "less than very well" (which includes responses such as "well", "not well", or "not at all").

[7] Cal. Gov. Code § 54953.4(b).

[8] Cal. Gov. Code § 54952.2(b).

[9] Cal. Gov. Code § 54952.7.

[10] Cal. Gov. Code § 54953.4(b)(2).

[11] Cal. Gov. Code § 54953.4(c)(3).

[12] Cal. Gov. Code § 54953.4(b)(3)(C).

[13] Cal. Gov. Code § 54953.8.6. *Note that the City Council is not required to authorize any of these teleconferencing procedures.*

**Fiscal Impact:**

**Attachments:**

|    |                                      |
|----|--------------------------------------|
| 1. | Resolution No. 2026-55-3865          |
| 2. | SB 707 Teleconference Meeting Policy |

**RESOLUTION NO. 2026-55-3865**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING  
A POLICY GOVERNING REMOTE PARTICIPATION AND ENHANCEMENT OF  
PUBLIC PARTICIPATION IN CITY COUNCIL AND COMMISSION MEETINGS FOR  
IMPLEMENTATION OF NEW PROVISIONS OF THE RALPH M. BROWN ACT AS  
ENACTED BY SENATE BILL NO. 707**

**WHEREAS**, the Ralph M. Brown Act (“Brown Act”), California’s open meeting law, governs the conduct of public meetings by governmental bodies; and

**WHEREAS**, on October 3, 2025, Governor Newsom signed Senate Bill No. 707 (“SB 707”) to revise the Brown Act’s open meeting laws by allowing greater flexibility in teleconferencing and accessibility requirements, including translation services in certain circumstances and real time captioning, effective July 1, 2026, and until January 1, 2030; and

**WHEREAS**, the City Council now desires to adopt a policy, entitled “Policy Governing Remote Participation and Enhancement of Public Participation in City Council and Commission Meetings” to implement Senate Bill No. 707.

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

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

**SECTION 2.** The City Council hereby adopts the “Policy Governing Remote Participation and Enhancement of Public Participation in City Council and Commission Meetings” dated June 24, 2026, attached hereto, for purposes of implementing Senate Bill 707.

**SECTION 3.** The City Manager or designee is authorized to implement and enforce the provisions of the Policy adopted herein.

**SECTION 4.** The City Manager, or his/her designee, is hereby directed and authorized to make such modifications as may be necessary to the agenda templates of the City Council and City’s commissions, committees, and boards, along with any other agenda related materials, in order to implement the teleconferencing and related rules of SB 707.

**SECTION 5.** If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution. The City Council of the City of Irwindale hereby declares that it would have adopted this Resolution and each section, subsection, sentence, clause, phrase, or portion

thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

**SECTION 6.** 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 \_\_\_\_ day of \_\_\_\_\_ 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 Nieto, Chief Deputy Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2026-55-3865 was duly adopted by the City Council of the City Irwindale at a regular meeting thereof held on the \_\_\_\_ day of \_\_\_\_\_ 2026, by the following vote:

AYES:                      Councilmembers:

NOES:                     Councilmembers:

ABSTAIN:                Councilmembers:

ABSENT:                 Councilmembers:

\_\_\_\_\_  
Laura M. Nieto, MMC  
Chief Deputy City Clerk



# **Policy Governing Remote Participation and Enhancement of Public Participation in City Council Meetings**

**Date:** \_\_\_\_\_, 2026

## **PURPOSE:**

The purpose of this Policy Governing Remote Participation and Enhancement of Public Participation in City Council and Commission Meetings is to implement Senate Bill No. 707 (“SB 707”), signed into law on October 3, 2025, which revises and updates the Ralph M. Brown Act’s open meeting laws to provide greater flexibility in teleconferencing and enhance public participation, transparency, and accessibility in public meetings of the City Council and authorized commissions approved by the City Council pursuant to this Policy.

## **POLICY:**

For purposes of implementation of SB 707, the City Council hereby adopts the following requirements.

### **I. Hybrid meeting format.**

Meetings of the City Council and commissions approved for teleconferencing pursuant to Section VII below shall be conducted in a hybrid-format, consisting of two-way telephonic or audiovisual platform, with a call-in option and automatic captioning activated if the platform provides this feature, pursuant to Government Code section 54953.4(b)(1), as may be amended.

### **II. Broadcast disruption procedures.**

If audio, video, or the entire teleconference platform fails in a manner that prevents the public from observing or participating remotely, the presiding officer shall recess the meeting. The City Clerk or appropriate technical personnel shall take immediate corrective action to restore

service. Notice of the disruption shall be posted on the City's website and announced at the in-person meeting location, if feasible.

If remote access cannot be restored within one (1) hour, the City Council or approved commission shall conduct a roll call vote confirming that good faith efforts were made to restore service and shall make a finding that the public interest in continuing the meeting outweighs the need for remote access before proceeding in accordance with Government Code section 54953.8(b)(7).

If a disruption affects a Councilmember or a commissioner (for commissions approved for teleconferencing pursuant to Section VII below) participating remotely due to an authorized basis, including for just cause or as a reasonable accommodation for a disability, the presiding officer shall determine whether quorum is maintained and shall recess the meeting if necessary to restore quorum or connectivity. All disruption procedures shall apply equitably whether the disruption affects the public, a Councilmember/ a commissioner (for commissions approved for teleconferencing pursuant to Section VII below), or a member participating remotely for disability accommodation. These procedures also apply to disruptions impacting individuals participating remotely as a reasonable accommodation under applicable law.

### III. Disruptions by members of the public.

In addition to authority exercised pursuant to Government Code sections 54954.3 and 54957.9, the presiding officer or their designee may remove, or cause the removal of, an individual who is disrupting a meeting, including a teleconferenced meeting, consistent with Government Code section 54957.95.

For purposes of this Policy, “disrupting” means engaging in behavior during a meeting that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting, including failure to comply with reasonable and lawful regulations governing public comment.

Prior to removing an individual for disruptive behavior, the presiding officer or their designee shall warn the individual that their behavior is disrupting the meeting and that failure to cease the behavior may result in removal. If the individual does not promptly cease the disruptive behavior, the presiding officer or their designee may remove the individual.

A warning is not required if the behavior constitutes use of force or a true threat of force, meaning a threat that a reasonable observer would perceive as an actual threat to use force.

#### IV. Remote participation by Councilmembers and Commissioners.<sup>1</sup>

(1) Just cause. A Councilmember or commissioner may participate remotely for “just cause” as defined by Government Code section 54953.8.3(c), including childcare or caregiving needs, a contagious illness, official City-related travel, a physical or family medical emergency, or military service obligations. The legal basis for remote participation shall be disclosed and recorded in the meeting minutes as required by law.

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<sup>1</sup> This section applies to the City Council and all commissions whether or not advisory commissions are approved for teleconferencing pursuant to Section VII below.

(2) Emergency circumstances. Remote participation due to emergency circumstances shall comply with applicable statutory requirements, including required findings and disclosures.

(3) Disability accommodation. A Councilmember with a qualifying disability may participate remotely as a reasonable accommodation consistent with state and federal law. Participation may occur via audio only if the disability prevents on-camera participation. Once granted, such remote participation shall count toward quorum at the in-person meeting location. Required disclosures regarding adults present at the remote location shall be made as required by law.

V. Translation and public access.

(1) If twenty percent (20%) or more of the City's population speaks a single non-English language and speaks English less than "very well," based on the most recent American Community Survey data, City Council meeting agendas (but not full agenda packets) shall be translated into that language and made accessible on the City's website pursuant to Government Code section 54953.4(b).

(2) When the applicable population threshold is met, the City shall provide translated versions of required public meeting information on a prominently linked webpage accessible from the City's homepage, pursuant to Government Code section 54953.4(b), including:

- (i) A general explanation of the public meeting process;
- (ii) Instructions for providing in-person or remote public comment;
- (iii) A calendar of public meeting dates with date, time, and location;
- and
- (iv) Posted meeting agendas.

(3) The City shall reasonably assist members of the public who wish to provide interpretation or translate public meetings. Assistance may include arranging space for interpreters, allowing additional time for interpretation, or permitting the use of personal equipment or commercially available interpretation services. The City shall publicize clear instructions for requesting such assistance in advance of or during meetings.

(4) The City shall also provide a freely accessible physical location near where the agendas are posted to allow the public to post additional translations of the agenda in that location pursuant to Government Code section 54953.4(c)(3).

(4) The City may use digital translation services, such as Google Translate or similar automated tools, to satisfy the translation requirements for agendas and the public meetings webpage, provided the other requirements of Government Code section 54953.4 are met. The City is not responsible for the content or accuracy of any translation provided by such tools, in accordance with Government Code section 54953.4(b)(2). The City may include a disclaimer noting that translations are automatically generated and may not be exact. The City shall make reasonable efforts to ensure translations are understandable to the public and may provide additional clarification upon request.

## VI. Outreach efforts.

The City shall make reasonable, good-faith efforts to invite organizations that do not traditionally participate in public meetings to attend City Council meetings. The City retains discretion in determining what constitutes reasonable effort consistent with applicable law. Outreach efforts may include media organizations serving non-English-

speaking communities and community groups that historically have lower participation in public meetings.

## VII. Teleconferencing authorization for eligible subsidiary bodies.

Pursuant to Government Code section 54953.8.6, eligible subsidiary bodies of the City may be authorized by the City Council to use teleconferencing consistent with applicable law. This policy shall only apply to advisory commissions if authorized for use by the City Council.

Members participating remotely shall maintain real-time, two-way communication for the duration of the meeting unless participating remotely due to a qualifying disability. The City Council shall adopt resolutions authorizing such teleconferencing and, if so adopted, may reauthorize teleconferencing for eligible subsidiary bodies every six (6) months by majority vote confirming that such practice serves the public interest.

## VIII. Social media use.

Councilmembers may participate in individual communications on internet-based social media platforms for specified purposes, provided that a majority of Councilmembers do not use the platform to discuss or deliberate on matters within the City's subject matter jurisdiction. This exception is now permanent pursuant to SB 707 and consistent with Government Code section 54952.2(b).

## IX. Brown Act copies.

The City Clerk shall provide a copy of the Brown Act to each Councilmember as required by Government Code section 54952.7.

X. Oral reporting of compensation decisions.

Prior to final action on compensation for the City Manager, any department head, or other comparable administrative officer, the City Council shall orally report, during the open meeting at which the final action is to be taken, a summary of any recommendation for final action, consistent with SB 707.

Item #20.B.

*City of*  
**IRWINDALE**  
**AGENDA REPORT**

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Date: June 24, 2026  
To: Honorable Mayor and Members of the City Council  
From: Julian A. Miranda, City Manager  
Issue: City-wide Median Island Landscape Maintenance Update

---

**City Manager's Recommendation:**

Receive and file the City-wide Median Island Landscape Maintenance Update.

**Administrative Action:**

**Submitted by:**

Elizabeth Rodriguez, Public Services Director



**Prepared by:**

Pedro Rodriguez, Public Services Maintenance Supervisor



Richard Corpis, Project Manager for Construction Compliance

Electronically Approved

**Reviewed by:**

Jamie Koontz, Assistant City Attorney



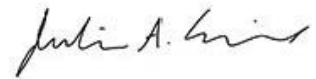
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Kambiz Borhani, Finance Director / City Treasurer

**Approved by:**

Julian A. Miranda, City Manager



## **Background and Analysis:**

### **City-wide Median Island Update**

On June 25, 2025, City Council awarded a contract for City-wide Median Island and Various Landscape Maintenance Services to Mariposa Landscapes, Inc (Mariposa). The contract agreement requires Mariposa to maintain the City of Irwindale's 78 landscaped median islands and various public areas, totaling approximately 400,000 square feet. Services include turf and shrub maintenance, pruning, litter and weed removal, irrigation repair, and pest management.

Staff have been working directly with Mariposa for the past year to discuss some issues and concerns that have arisen on the city's Median islands, such as irrigation repairs, debris removal, weed abatement, and plant trimming. Mariposa is required to inform staff of any irrigation issues in the city's median islands or landscape area and provide the city with a proposal to fix the issue. Staff will review the proposal to see if the cost is reasonable and determine if Mariposa or staff will complete the work.

At the June 10, 2026 City Council meeting, city council commented on the median islands along Irwindale Avenue looking dry and bare of landscaping. Staff were asked to provide City Council with an update on the status of these median islands, including irrigation and lighting.

### **MEDIAN ISLAND IRRIGATION UPDATE**

While Mariposa maintains the median islands on a monthly basis and staff conducts monthly inspections of these median islands, a special inspection was requested by the Director of Public Services and both Mariposa and staff went out to inspect the irrigation systems on the median islands on Thursday, June 11 and Friday, June 12, 2026. As a result, the following issues were identified:

#### **Irwindale Avenue from Cypress to Calle Breceda**

Irrigation was turned off due to the station staying on and staff had to shut down that specific valve for repair. Street maintenance staff will be repairing and testing the valve after it is repaired on June 19, 2026.

Additionally, Mariposa recently replaced two (2) broken RB 1812 pop-ups. The timer is set to water two (2) days out of the week on Tuesdays and Thursdays at 3:30am.

#### **Irwindale Avenue between Calle de Paseo to Arrow Highway**

Mariposa recently replaced two (2) broken pop-ups. There are two (2) valves that keep getting stuck. Staff are working with Mariposa to receive a proposal for this work. Staff anticipate receiving the proposal by Friday, June 26, 2026.

The timer at this median is set to water on Tuesday and Thursday at 3:30am.

**Irwindale Avenue between East Ornales Street and Business Center Drive**

The median island on Irwindale Avenue near Business Center Drive needs a new battery in the main valve box. Staff purchased the battery and will install it by June 19, 2026.

**Irwindale Avenue Between 1<sup>st</sup> Street and Gateway Center Drive**

There is a water leak in the street between the median island on Irwindale Avenue near Gateway Center Drive. Staff are working on drafting a proposal to hire a contractor to fix this leak. Staff anticipate having the final proposal by July 14.

**Arrow Highway between Irwindale Avenue and Vincent Avenue**

Mariposa replaced one (1) broken RB 1812 pop-up. Program A is set to water Tuesday and Thursday at 3:30am.

**Arrow Highway East of 4<sup>th</sup> Street**

Valley County Water District (VCWD) turned off the water meter to the median island in front of 15705 Arrow Highway. Staff contacted VCWD and they turned the meter back on. Staff repaired two (2) broken tree bubblers and adjusted the watering schedule.

**Arrow Highway from Heintz Street to Maine Avenue**

Mariposa replaced two (2) RB 1812 pop-ups. This timer is set to water Tuesdays and Thursdays at 3:30am.

**Arrow Highway between Avenida Barbosa and Live Oak Avenue (West End)**

These median islands were updated as part of the Park at Live Oak Project. Mariposa has informed staff that these median islands have a lot of irrigation problems such as a broken main line and stuck valves.

**Live Oak Avenue West of 500 Speedway Drive**

This median island master valve is not working properly. Staff have left the master valve open for the time being to ensure the median island is receiving sufficient water until the valve can be inspected to determine if it needs to be replaced. Staff are scheduled to trouble shoot this valve before June 19, 2026.

**Live Oak Avenue Between SC Fuels and Arrow Highway West End**

This median island requires a new timer to be relocated and installed on the median island due to traffic accidents damaging the controller along with the power pedestal. Staff installed a new pedestal and contacted Edison to power up the pedestal. Staff are working with Mariposa to receive a proposal for this work. Staff anticipate receiving the proposal by Friday, June 26, 2026.

### **Live Oak Avenue West of Longden Avenue**

The median island on Live Oak between Peck and Longden requires a new controller. Staff are working on the purchase of the new controller and have made a request to Mariposa to submit a proposal for the cost of installing this unit. Staff anticipate receiving the proposal by Friday, June 26, 2026.

All other median island irrigation and irrigation systems are in working condition. However, conditions may change quickly due to the age of the systems.

### **MEDIAN ISLAND LIGHTING UPDATE**

#### **Irwindale Ave between Cypress & Calle Breceda**

- Fixed both monument lights
- Installed 19 new palm tree light fixtures

#### **Irwindale Ave between Calle Breceda & Martinez St.**

- Repaired two (2) existing palm tree light fixtures

#### **Irwindale Ave between Peppertree & Central**

- Installed two (2) new underground boxes
- Installed two (2) new palm tree light fixtures

#### **Irwindale Ave between Calle De Paseo & Calle De Norte**

- Fixed both monument lights
- Installed three (3) new palm tree light fixtures

#### **Irwindale Ave between Salvatierra & Ornelas S.**

- Installed two (2) new palm tree light fixtures

#### **Irwindale Ave between Ornelas S. & Ornelas St. N.**

- Installed six (6) new palm tree light fixtures

#### **Arrow Hwy between Vincent Ave & Morada St.**

- Installed five (5) new palm tree light fixtures

#### **Arrow Hwy between Morada St. & Allen Dr.**

- The accident occurred on June 14, 2026. One (1) palm tree was damaged and removed by West Coast Arborist. The palm tree lighting fixture and stand were damaged and removed by staff.
- Installed two (2) new palm tree light fixtures

**Arrow Hwy between Allen Dr. & Ayon St.**

- Repaired two (2) existing palm tree light fixtures

**Arrow Hwy between Irwindale Ave. & 4th St.**

- Installed four (4) new palm tree light fixtures

**Arrow Hwy between 4th St. & Azusa Cyn Rd. (East)**

- Installed three (3) new palm tree light fixtures

**Arrow Hwy between 4th St. & Azusa Cyn Rd. (West)**

- Installed two (2) new palm tree light fixtures

**Arrow Hwy between Azusa Cyn Rd. & Lante St. (East)**

- Installed four (4) new palm tree light fixtures

**Arrow Hwy between Bleecker & Main St. (East)**

- Replaced Photocell

**Arrow Hwy between Bleecker & Main St. (West)**

- Replaced contactor & photocell socket

**Arrow Hwy between Rivergrade & 605 North entrance**

- West Island at the entrance of the 605 Freeway currently has no power. Further investigation is needed.

All the median islands east of the 605 Freeway and south of the 210 Freeway have been inspected, and all necessary work has been done.

The median islands west of the 605 Freeway have been inspected but no further work has yet been done.

**Fiscal Impact:**

On June 25, 2025, the Irwindale City Council entered into an agreement with Mariposa Landscapes, Inc. for City-wide Median Island and Various Landscape Maintenance Services at an annual cost of \$113,472. The agreement remains in effect through June 30, 2028, and provides for two consecutive one-year extension options contingent upon the contractor's continued performance exceeding the requirements set forth in the scope of services. Adequate funding has been appropriated and budgeted for the duration of the agreement. Each budget cycle, staff had a line item budget to replace and/or update the palm tree lighting fixtures on the median islands. Sufficient funding is available in

the FY25/26 and FY26/27 budgets.

**Attachments:**

None

*City of*  
**IRWINDALE**  
**AGENDA REPORT**

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Date: June 24, 2026  
To: Honorable Mayor and Members of the City Council  
From: Julian A. Miranda, City Manager  
Issue: Amended Irwindale's Heroes Program

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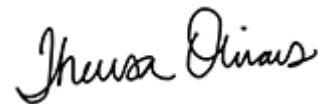
**City Manager's Recommendation:**

That the Irwindale City Council approve the amendments to the Irwindale's Heroes Program.

**Administrative Action:**

**Submitted/Prepared by:**

Theresa Olivares, Assistant City Manager



**Reviewed by:**

Jamie Koontz, Assistant City Attorney

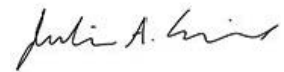


Kambiz Borhani, Finance Director / City Treasurer



**Approved by:**

Julian A. Miranda, City Manager



**Background and Analysis:**

On June 10, 2026, the Irwindale City Council received a report and provided direction to staff to amend Irwindale's Heroes Program (Program). The attached Program policy has been updated to include:

1. Removal of "fighting the War on Terrorism" as a Program requirement.
2. Serviceperson recognition — Serviceperson will be invited to attend a regularly scheduled City Council meeting for recognition prior to the banner installation. The City Clerk's Office will be responsible for providing the banner to the serviceperson once the banner is removed.

3. Banner Display Duration — The banner will be on display until the serviceperson has been discharged, or a maximum of two years from the date of installation, whichever occurs first.

Staff has contacted several banner printing companies and recommend utilizing Display Sales. Display Sales has a variety of designs to choose from, including those that incorporate photo image(s) of the serviceperson, as shown in the attached examples. The banner cost, including shipping and handling, is \$148.

**Fiscal Impact:**

This is a new, currently unfunded program, and the number of anticipated applications is unknown at this time. Staff will use available General Fund appropriations to purchase the required banners. If additional funding is determined to be necessary, staff will prepare and present a budget appropriation request for City Council consideration at a future meeting.

**Attachments:**

|    |                                   |
|----|-----------------------------------|
| 1. | Amended Irwindale's Heroes Policy |
| 2. | Sample Banner Designs             |



# City of Irwindale

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## Irwindale's Heroes Program

Amended: June 24, 2026

City of Irwindale  
Military Recognition Program  
Irwindale's Heroes

## PURPOSE

The purpose of the Military Recognition Program "Irwindale's Heroes" is to recognize and support the brave men and women who are proudly serving in the United States Armed Forces and Coast Guard.

## POLICY

Irwindale's Heroes will be honored with a street banner to be hung on utility and light poles located within the City of Irwindale. The banner will include the individuals name and branch of service.

### 1. Eligibility

1.1. To qualify, the serviceperson must meet the following requirements:

- A. An active duty member of the United States Armed Forces or Coast Guard; and
- B. Irwindale Resident
  - (1) Current Irwindale Resident; or
  - (2) Immediate Family Member\* of a current Irwindale Resident; or
- C. An employee or Immediate Family Member\* of a business located within the City of Irwindale.

\*Immediate Family Member = parent, grandparent, spouse, sibling, or child

1.3. The Irwindale's Heroes application must be completed, including the active duty service person's name and branch of service

1.4. There is a limit of one banner per serviceperson.

1.5. All servicepersons will receive a Blue Star Window Display, to be displayed at the serviceperson's residence or place of business.

1.6. Individuals who have lost their lives while serving our country and who were on active duty at the time of their death from September 11, 2001 until the present are eligible for a gold star banner recognizing their sacrifice.

1.7. As an ongoing program, applications will be accepted at any time.

1.8. Administration of this policy is under the authority of the City Manager/or designee.

## 2. Irwindale Resident

2.1. Servicepersons under this category will be provided with a street banner and Blue Star Window Display from the City at no charge.

2.2. To qualify as a Category B (1), Irwindale Resident, the Irwindale's Hero application must include one (1) recent (within 30 days) document showing a physical Irwindale street address, including State-issued photo driver's license or ID card, Irwindale Resident Identification Card, utility bills (electric, gas, or water), bank or financial institution statements, rental or lease agreements signed by both parties, mortgage statement, or government correspondence (local, state, or federal).

2.3. To qualify as a Category B (2), Immediate Family Member, the serviceperson must provide documentation supporting the immediate family relationship to the current Irwindale Resident. In addition, the current Irwindale Resident must submit proof of residency as identified in 2.2.2.

## 3. Employee or Immediate Family Member of a Irwindale Business

3.1. Servicepersons under this category will be provided with a Blue Star Window Display from the City at no charge. The business or family of the serviceman or servicewoman may sponsor a street banner in honor of the service individual.

3.2. To qualify as a Category C, Employee or Immediate Family Member of a Irwindale Business, documentation must be provided on business letterhead, indicating the following:

3.2.1. Business address located within the City of Irwindale; and

3.2.2. Serviceperson is employed by the business; or

3.2.3. Serviceperson is an immediate family member of an individual who is employed by a business that is located within the City of Irwindale.

3.2.4. The documentation is to be signed by an individual within the organization that is legally eligible to do so.

#### 4. Installation of Banners

- 4.1. The Irwindale's Hero banner shall be flown on designated utility and light poles located on Irwindale Avenue and Arrow Highway. Once these areas are filled, the City Manager/or designee will choose other streets throughout the City to display the banners.
- 4.2. The banners will be installed by the City's Public Services Maintenance Division and removed under the conditions stated in Section 5 or when the banner is damaged. The City will not be responsible for replacing banners that are stolen, damaged or destroyed due to sun, weather, age, vandalism or any act of nature beyond our control such as high winds or damage from vehicles.
- 4.3. Irwindale's Hero applications will be accepted on an on-going basis and banners will be installed at the direction of the City Manager/or designee. Serviceperson's who qualify to receive a Blue Star Window Display and street banner will be invited for a presentation at a regularly scheduled City Council Meeting. The agenda will be prepared by the City Clerk's Office and will list those servicepersons to be recognized under PROCLAMATIONS/PRESENTATIONS/COMMENDATIONS

#### 5. Removal of Banners

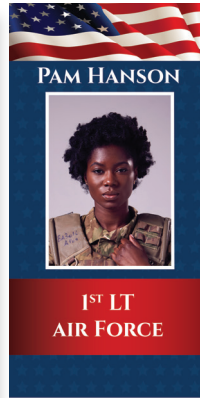
- 5.1. The banners are to be displayed until:
  - 5.1.1. The serviceperson has been discharged; or
  - 5.1.2. A maximum of two (2) years from the date of installation, whichever occurs first; or
  - 5.1.3. At the City's discretion
- 5.2. The Public Services Maintenance Division will remove the banner and forward the banner to the City Clerk's Office. The City Clerk's Office will contact the serviceperson and make arrangements for the banner to be given to the serviceperson.



**D505**  
Honoring Our Heroes



**D447**  
Stylized Flag



**D602**  
Field of Stars



**D601**  
My Hero



**D445**  
We Thank You



**D548**  
Flag Stars



**D446**  
Circle Flag



**D549**  
Flag Stripes



**D444**  
Duty Status



*City of*  
**IRWINDALE**  
**AGENDA REPORT**

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Date: June 24, 2026

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: City of Irwindale Parks and Recreation Commission Request for the Irwindale City Council to Consider Conducting a Holiday Street Decorating Contest

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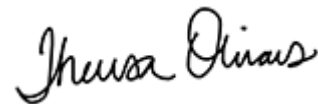
**City Manager's Recommendation:**

That the City Council of the City of Irwindale provide direction to staff.

**Administrative Action:**

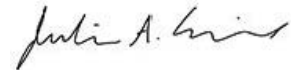
**Submitted / Prepared by:**

Theresa Olivares, Assistant City Manager



**Approved by:**

Julian A. Miranda, City Manager



**Background and Analysis:**

At the May 13, 2026 City Council meeting, the City Council directed staff to research a citywide Community Holiday Street Decoration Recognition Program. This program would recognize streets that are decorated for Christmas versus individual homes. In order to create such a program, requirements and guidelines must be drafted. Additionally, since this would be a citywide program, staff recommends a committee of staff from different departments implement this program with the Irwindale Recreation division taking the lead. In California, the cities of Talega, Dana Point, Chino, and Ladera Ranch offer holiday decorating contest for Christmas. Information was also received from Nibley, Utah, Albany, New York, and Eaglewood, Colorado.

The following outlines discussion points for this program.

## **BASIC PROGRAM REQUIREMENTS**

### **Eligibility**

- Must be located within city limits.
- Residential properties only.
- Decorations must be visible from the public right-of-way.
- Property owner or tenant permission required.
- Contest is limited to what may be seen from the street side of the house at night.
- All houses that are part of the contest must keep their houses decorated through the holiday season.
- Only qualified entries will be included in the contest.
- Displays installed by professional lighting firms will be disqualified and NOT judged.
- Displays are to be lighted from 6 p.m. to 10 p.m.
- Decisions of the judges are final.

### **Safety & Compliance Guidelines**

These are critical to protect the City from liability.

#### **Electrical Safety**

- All lights and extension cords must be rated for outdoor use.
- Cords must not obstruct sidewalks or public pathways.
- No tapping into City electrical sources (streetlights, park outlets, etc.).

#### **Public Right-of-Way**

- Decorations must remain on private property.
- No blocking sidewalks, driveways, fire hydrants, or traffic signage.
- No items to be installed in the street without a City permit. Installing lights in the street with the required permit will result in disqualification.
- Lights may not hang across the street to

other properties.

### **Structural Safety**

- Decorations must be securely fastened.
- No unstable or hazardous structures.
- No open flames, no exceptions.

### **Noise Limitations**

- Must comply with municipal noise ordinance.
- Suggested: Lights/music off by 10:00 p.m. on weekdays, 11:00 p.m. on weekends.

### **Content Restrictions**

- No offensive or discriminatory content
- No political campaign messaging
- No profanity
- No commercial advertising
- Human beings and live animals are NOT allowed as part of the display

## **ENTRY OPTIONS**

Entries accepted: TBD

Judging: TBD

Winners will be announced via Email and Social Media: TBD

### **Option A – Block Leader**

- One (1) household (the Block Captain) will complete a form for the lineup of houses.
- Consent from each of the houses participating must be given before the Block Captain fills out the form.
- All household addresses must be included on the form.

### **Option B - Entry Form**

- Complete an entry form

### **Option C - Social Media Tag**

- Tag the City of Irwindale in a picture of your entry on Social Media and the City will reach out to gather information from you to submit the entry.

#### **Option D - Email**

- Email City with the following information:
  - Block Leader's First and Last Name
  - Street Address
  - Phone Number
  - Email
- A confirmation email will be sent to confirm the entry.

#### **Combination of the Options A-D**

### **JUDGING OPTIONS**

#### **Option A – Staff/Commission Judging**

- Parks & Recreation Commissioners (2)
- City Council representatives (1)
- Staff panel (2)

#### **Option B – Community Vote**

- Social media voting
- QR code voting
- Combination of judges and public vote

### **AWARD CATEGORIES**

- Best Overall Display (Street)
- Most Creative Street Theme
- The Grid-buster (Brightest Street)
- Most Original Street Concept
- Most Festive Block

### **PRIZES**

- Certificate from City Council
- Social media recognition
- Recognition at a public event

## EVENT TIMELINE

### 4–6 WEEK EVENT

- Week 1: Promotion begins
- Week 4: Judging week
- Week 5: Winners announced
- Week 6: Recognition presented

## PROMOTION STRATEGIES

- Social media posts
- City Newsletter
- Flyers at City Facilities
- Word of Mouth

## RISK MANAGEMENT & LEGAL CONSIDERATIONS

To protect the City, include language on social media, newsletter, and flyer clarifying the following:

- The City is not responsible for damage, theft, or injury.
- Participants assume all risk.
- The City may photograph or video of the decorated residences and use images for promotional purposes.

Verify with City Attorney:

- Liability language
- Insurance implications (usually minimal if on private property)

## Next Steps

1. Review the information provided in this report.
2. Determine if this is a program the City desires to implement.
  - If yes, then direction is required by the City Council regarding the entry options and judging options. Based on the direction provided, staff will draft a formal policy for the Council's consideration. The draft policy will be provided at the July 22, 2026 City Council meeting.
  - The council may desire additional time to consider this program and request staff to bring this matter back at a future meeting.
  - If no, then no further action is required.

**Fiscal Impact:**

There is no fiscal impact related to this report.

**Attachments:**

None

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

**APRIL 22, 2026  
WEDNESDAY  
7:47 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 Burrola, seconded by Councilmember Breceda, to approve the Consent Calendar. The motion was unanimously approved.

**ITEM NO. 27A**

**MINUTES OF THE REGULAR MEETING HELD FEBRUARY 11, 2026**

The minutes of the regular meeting held February 11, 2026, were approved as presented.

**ITEM NO. 27B**

**INVESTMENT QUARTERLY REPORT FOR FISCAL QUARTER ENDING MARCH 31, 2026**

The Investment Quarterly Report for Fiscal Quarter ending March 31, 2026, was received and filed.

**END OF CONSENT CALENDAR**

**SPONTANEOUS COMMUNICATIONS**

There were no speakers.

**ADJOURNMENT**

There being no further business to conduct, the meeting was adjourned at 7:48 p.m.

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Laura M. Nieto, MMC  
Chief Deputy City Clerk

# Accounts Payable

## Checks by Date - Summary by Check Date

User: k Zhang  
Printed: 6/17/2026 2:52 PM



| Check No                 | Vendor No | Vendor Name                | Check Date | Check Amount |
|--------------------------|-----------|----------------------------|------------|--------------|
| 108598                   | WILLDAN   | Willdan Financial Services | 06/11/2026 | 900.00       |
| Total for 6/11/2026:     |           |                            |            | 900.00       |
| Report Total (1 checks): |           |                            |            | 900.00       |

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

**APRIL 22, 2026  
WEDNESDAY  
7:48 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 Assistant Authority Secretary

**AB 2449 DISCLOSURES**

None.

**CONSENT CALENDAR**

A motion was made by Board Member Breceda, seconded by Chair Ortiz, to approve the Consent Calendar. The motion was unanimously approved.

**ITEM NO. 31A**

MINUTES OF THE MEETING HELD FEBRUARY 11, 2026

The minutes of the meeting held February 11, 2026, were approved as presented.

**ITEM NO. 31B**

INVESTMENT QUARTERLY REPORT FOR FISCAL QUARTER ENDING MARCH 31, 2026

The Investment Quarterly Report for Fiscal Quarter ending March 31, 2026, was received and filed.

**SPONTANEOUS COMMUNICATIONS**

There were no speakers.

**NEW BUSINESS**

**ITEM NO. 33A**

GENERAL UPDATE ON AFFORDABLE HOUSING PROJECT AT 16154-16158 ARROW HIGHWAY

Board Member Breceda and Executive Director Miranda left the Council Chambers at 7:49 p.m. due to real estate conflicts of interest.

Housing Coordinator Lopez provided a report.

By Board consensus, the update was received and filed.

Executive Director Miranda returned at 7:57 p.m.

**ADJOURNMENT**

There being no further business to conduct, the meeting was adjourned at 7:58 p.m.

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Laura M. Nieto, MMC  
Chief Assistant Authority Secretary