

CITY OF IRWINDALE

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



NOTICE AND AGENDA FOR THE SPECIAL AND REGULAR MEETING OF THE

CITY COUNCIL

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

HOUSING AUTHORITY

RECLAMATION AUTHORITY

September 9, 2026

SPECIAL MEETING – 5:30 P.M.

REGULAR MEETING – 6:00 PM

H. MANUEL ORTIZ - Mayor

ALBERT F. AMBRIZ - Mayor Pro Tem

MARK A. BRECEDA - Councilmember

LARRY G. BURROLA - Councilmember

MANUEL R. GARCIA - Councilmember

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

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

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

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

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

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

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

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

Code of Ethics

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

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

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

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

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

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

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

IRWINDALE CITY COUNCIL



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

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

4. SPONTANEOUS COMMUNICATIONS

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

5. RECESS TO CLOSED SESSION**A. Public Employee Performance Evaluation**

Pursuant to California Government Code Section 54957

Title: City Manager

B. 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

Case Number: 22STCV01394

6. RECONVENE IN OPEN SESSION**7. REPORT FROM CLOSED SESSION****8. ADJOURNMENT****REGULAR MEETING****9. CALL TO ORDER****10. PLEDGE OF ALLEGIANCE****11. INVOCATION****12. ROLL CALL:** Councilmembers: Mark A. Breceda, Larry G. Burrola, Manuel R. Garcia; Mayor Pro Tem Albert F. Ambriz; Mayor H. Manuel Ortiz**13. AB 2449 DISCLOSURES**

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

14. CHANGES TO THE AGENDA

15. COUNCIL MEMBER TRAVEL REPORTS

16. COUNCILMEMBER COMMENTS

17. INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS

18. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

- A. Retirement Recognition of Associate Planner Jeff Tyler
- B. Quarterly Legislative Update from Gonsalves and Son
- C. Valley County Water District Presentation - *Insights from Your Water District*

19. CONSENT CALENDAR

- A. Minutes of the Meetings Held August 26, 2026

Department: City Clerk

Recommendation: Approve

- B. Warrants / Demands / Payroll

Department: Finance

Recommendation: Approve

- C. 2nd Reading of Ordinance No. 821 Prohibiting AI Data Centers

Department: Community Development

Recommendation: Direct the City Attorney to read the title of the ordinance, waive further reading of the ordinance, and **adopt on second reading Ordinance No. 821**, entitled AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADDING CHAPTER 17.42 - DATA CENTERS AND ASSOCIATED USES - TO TITLE 17 ("ZONING") OF THE IRWINDALE MUNICIPAL CODE TO PROHIBIT DATA CENTER LAND USES CITYWIDE AND FINDING THE ORDINANCE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTIONS 15061(b)(3) AND 15378(b)(5)."

- D. Authorize a Contract Services Agreement with YWCA San Gabriel Valley for Case Management Services for the Irwindale Senior Center

Department: Public Services

Recommendation: That the City Council **adopt Resolution No. 2026-77-3887** entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A CONTRACT SERVICES AGREEMENT WITH YWCA SAN GABRIEL VALLEY FOR CASE MANAGEMENT SERVICES FOR

THE IRWINDALE SENIOR CENTER AND APPROVING A BUDGET AMENDMENT TO FY 2026-2027 ADOPTED BUDGET BY APPROPRIATING \$20,000 FROM THE GENERAL FUND RESERVES.”

E. Approve the Purchase of a 28-Passenger Bus for Irwindale Senior Center

Department: Public Services

Recommendation: That the City Council 1) **adopt Resolution No. 2026-79-3888** entitled: “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE WAIVING THE FORMAL BIDDING PROCEDURES PURSUANT TO IRWINDALE MUNICIPAL CODE SECTION 3.44.080 (E); 2) AUTHORIZING A BUDGET AMENDMENT TO THE FY 2026-2027 ADOPTED BUDGET BY APPROPRIATING \$249,500 FROM THE GENERAL FUND RESERVES; 3) AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER; AND 4) AUTHORIZING THE CITY MANAGER TO ENTER INTO A PURCHASE AGREEMENT FOR THE PURCHASE OF A FORD F-600 KAVLYR 28-PASSENGER BUS FOR IRWINDALE SENIOR CENTER”.

F. Waive Formal Bidding Procedures and Approve Purchase and Installation of Door Card Readers, Video Cameras, and ADA Accessible Door Retrofit Equipment for the City Hall ADA & Access Control Entrance Upgrade CIP Project Through Cooperative Purchasing Arrangement

Department: Engineering

Recommendation: That the City Council **adopt Resolution No. 2026-80-3890, entitled:** "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE WAIVING FORMAL BIDDING PROCEDURES PURSUANT TO IRWINDALE MUNICIPAL CODE SECTION 3.44.080(E), AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER WITH ACCESS TECH SECURITY FOR THE PURCHASE AND INSTALLATION OF DOOR CARD READERS, VIDEO CAMERAS, AND ADA ACCESSIBLE DOOR RETROFIT EQUIPMENT FOR THE CITY HALL ADA & ACCESS CONTROL ENTRANCE UPGRADE CIP PROJECT."

G. Approval of Parcel Map No. 83854 - 13620 Live Oak Lane and Related Subdivision Improvement Agreement

Department: Engineering

Recommendation: That the City Council (1) approve Parcel Map No. 83854 and authorize the City Clerk, City Treasurer and the City Engineer to sign the map on behalf of the City; (2) approve the related Subdivision Improvement Agreement and authorize the Mayor to sign the agreement, subject to City Attorney approval as to form; and (3) direct the City Engineer to submit Parcel Map No. 83854 to the Los Angeles County Registrar Recorder’s office for recordation and return a recorded copy of this Parcel Map to the City Clerk’s office.

H. Establishment of a No Parking - Fire Lane on Alpha Street

Department: Engineering

Recommendation: That the City Council adopt Resolution no. 2026-81-3891 (1) Approving the designation of a No Parking – Fire Lane along the designated portion of Alpha Street and authorizing Staff to coordinate with the LA County Fire Department for establishment of a fire lane; and (2) Authorizing the installation of red curb and appropriate “NO PARKING – FIRE LANE” curb markings and/or regulatory signage, as determined necessary by the Fire Department and City Engineer

I. Approval of Microsoft Office 365 G1 and Office 365 G3 License Renewal

Department: IT

Recommendation: That the City Council **adopt Resolution No. 2026-82-3892** entitled: "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE WAIVING FORMAL BIDDING PROCEDURES PURSUANT TO IRWINDALE MUNICIPAL CODE SECTION 3.44.080(E), AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH INTELLI-TECH FOR THE RENEWAL OF MICROSOFT OFFICE 365 G1 AND G3 LICENSES UTILIZING THE NATIONAL COOPERATIVE PURCHASING ALLIANCE (NCPA) CONTRACT**"

20. SPONTANEOUS COMMUNICATIONS

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

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

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

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

Public Comments will be heard in the following order:

1: In-person attendees

2: Teleconference attendees

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

21. NEW BUSINESS

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

- A. Introduction and First Reading of Ordinance No. 823 Pertaining to Adoption of Chapter 2.53 of Title 2 of the Irwindale Municipal Code Related to the Regulation of the Use of the City's Official Seal, City Insignia, and City Logo

Department: Administration

Recommendation: It is recommended that the Irwindale City Council **introduce for first reading by title only with further reading waived Ordinance No. 823** entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADDING CHAPTER 2.53 ("CUSTODY AND USE OF OFFICIAL CITY SEAL, CITY INSIGNIA, AND CITY LOGO") TO TITLE 2 OF THE IRWINDALE MUNICIPAL CODE RELATED TO THE REGULATION OF THE USE OF THE CITY'S OFFICIAL SEAL, CITY INSIGNIA, AND CITY LOGO".

22. CITY MANAGER'S REPORT

23. 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.

24. ADJOURN

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

25. AB 2449 DISCLOSURES

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

26. CONSENT CALENDAR

- A. Minutes of the Meeting Held August 26, 2026

Department: City Clerk

Recommendation: Approve

27. 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.

28. ADJOURN

HOUSING AUTHORITY

29. AB 2449 DISCLOSURES

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

30. CONSENT CALENDAR

A. Minutes of the Meeting Held August 26, 2026

Department: City Clerk

Recommendation: Approve

31. 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.

32. ADJOURN

RECLAMATION AUTHORITY

33. AB 2449 DISCLOSURES

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

34. CONSENT CALENDAR

A. Minutes of the Meeting Held June 10, 2026

Department: City Clerk

Recommendation: Approve

B. 2026 3rd Quarter Mining Report of Nine (9) SMARA Pits

Department: Engineering

Recommendation: Receive and file this report.

C. Investment Quarterly Report for Fiscal Quarter Ending June 30, 2026

Department: Finance

Recommendation: That the City Council, Successor Agency Board, and Housing Authority Board receive and file the Investment Quarterly Report for the fiscal quarter ending June 30, 2026.

35. SPONTANEOUS COMMUNICATIONS

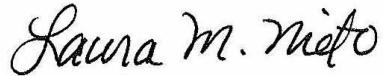
This is the time set aside for members of the audience to speak on items not on this agenda.

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

36. ADJOURN

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Chief Deputy City Clerk, certify that I caused the agenda for the regular meeting of the City Council, Irwindale Successor Agency to the Irwindale Community Redevelopment Agency, Housing Authority, and Reclamation Authority, to be held on September 9, 2026, be posted at the City Hall, Library, and Post Office on Friday, September 4, 2026.

A handwritten signature in black ink that reads "Laura M. Nieto". The script is cursive and fluid.

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

**AUGUST 26, 2026
WEDNESDAY
4:30 P.M.**

The Irwindale **CITY COUNCIL and HOUSING AUTHORITY** met in a special joint 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; and Laura Nieto, Chief Deputy City Clerk

AB 2449 DISCLOSURES

None.

SPONTANEOUS COMMUNICATIONS

There were no speakers.

RECESS TO CLOSED SESSION

At 4:33 p.m., the City Council met in Closed Session to discuss the following:

ITEM NO. 5A

CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Pursuant to California Government Code Section 54956.8

Property: 5050 N. Irwindale Avenue (±3,481 SF on the east side) APN j8417-031-900
Agency Negotiator: Theresa Olivares, Assistant City Manager
Negotiating Parties: Eduardo Hernandez and Jesus Daniel Hernandez
Under Negotiation: Price and terms

ACTION: Breceda did not participate due to real estate conflict of interest. Update provided by staff, direction provided to staff; no reportable action

Property: 16202 – 16214 Arrow Highway and 16216 – 16300 Arrow Highway
Agency Negotiator: Julian Miranda, City Manager
Negotiating Parties: Lee Arce, LLC
Under Negotiation: Acquisition of Property

ACTION: Breceda did not participate due to real estate conflict of interest. Update provided by staff, direction provided to staff; no reportable action

ITEM NO. 5B

PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Pursuant to California Government Code Section 54957

Title: City Manager

ACTION: Information shared with Council. No direction provided nor any reportable action taken

ITEM NO. 5C

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

Case Number: 22STCV01394

ACTION: Breceda did not participate due to real estate conflict of interest. Update provided by staff, direction provided to staff; no reportable action

Case Name: City of Whittier, a Charter City; et al. v. Superior Court of the State of California, County of Los Angeles, the judicial branch for the County of Los Angeles, California; et al.
LASC Case No.: 23STCP03579

ACTION: Breceda did not participate. Update provided by staff, direction provided to City Manager and City Attorney to withdraw from continued participation in this litigation, which staff will carry out.

ITEM NO. 5D

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, 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: Breceda did not participate. Information shared with Council; no direction provided; no action taken.

RECONVENE IN OPEN SESSION

At 6:02 p.m., the City Council Authority reconvened in Open Session.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 6:04 p.m.

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

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was conducted.

AB 2449 DISCLOSURES

None.

CHANGES TO THE AGENDA

None.

COUNCILMEMBER TRAVEL REPORTS

None.

COUNCILMEMBER COMMENTS

Councilmember Burrola thanked Kearny Real Estate for their donation of \$50,000, noted that the Irwindale Community Foundation recently created an ad hoc committee to seek donations, commended staff for the National Night Out and Young Citizen of the Year events, and recognized Recreation staff for the success of the Music in the Park concerts during the summer.

Mayor Ortiz also thanked Recreation Manager Zepeda and her staff for another wonderful summer of concerts. He then thanked City Manager Miranda, Assistant City Manager Olivares, Assistant to the City Manager Espino, and City Librarian Balli, as well as all staff involved in the successful grand opening of the new City Library. He then requested that the meeting be adjourned in memory of Maria Ines Gonzalez.

Councilmember Burrola also thanked Assistant City Manager Olivares and City Manager Miranda for their roles in developing the new Library.

PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

ITEM NO. 17A

PRESENTATION TO OUTGOING IRWINDALE COMMUNITY FOUNDATION CHAIR ALBERT F. AMBRIZ

The presentation was made.

ITEM NO. 17B

CERTIFICATE OF RECOGNITION TO IRWINDALE AQUATICS PARTICIPANT RAYMOND CHEN

The presentation was made.

CONSENT CALENDAR

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

ITEM NO. 18A

MINUTES OF THE MEETINGS HELD JUNE 10, JUNE 22, JUNE 24, JULY 8, JULY 22, AND JULY 29, 2026

The minutes of the meetings held June 10, June 22, June 24, July 8, July 22, and July 29, 2026, were approved as presented.

ITEM NO. 18B

WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

ITEM NO. 18C

CLAIM REJECTION – ZHIWEI CHEN VS. CITY OF IRWINDALE

The claim of Zhiwei Chen vs. City of Irwindale was rejected, and staff were directed to send a letter of rejection.

ITEM NO. 18D

CLAIM REJECTION – CYNTHIA ZEPEDA VS. CITY OF IRWINDALE

The claim of Cynthia Zepeda vs. City of Irwindale was rejected and staff were directed to send a standard letter of rejection.

ITEM NO. 18E

WAIVE THE FORMAL BIDDING PROCEDURES AND AUTHORIZE THE ISSUANCE OF A PURCHASE ORDER FOR LAPTOPS ANYTIME

Resolution No. 2026-74-3884 entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE WAIVING FORMAL BIDDING REQUIREMENTS PURSUANT TO IRWINDALE MUNICIPAL CODE SECTION 3.44.080(H) AND AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO LAPTOPS ANYTIME FOR A SELF-SERVICE LAPTOP DISPENSING KIOSK FOR THE IRWINDALE PUBLIC LIBRARY," was adopted.

ITEM NO. 18F

APPROVAL OF ZIP CODE LEGISLATION RESOLUTION OF SUPPORT FOR THE U.S. SENATE HOMELAND SECURITY AND GOVERNMENTAL AFFAIRS COMMITTEE

Resolution No. 2026-48-3859, entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, SUPPORTING S. 4505 (ERNST, PADILLA, BARRASSO, AND BENNET) AND APPROVING A LETTER OF SUPPORT", was adopted.

ITEM NO. 18G

IRWINDALE SENIOR CENTER PROM QUEEN AND KING NOMINATION AND VOTING PROCEDURES

Resolution No. 2026-70-3880, entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING PROM QUEEN AND KING NOMINATION AND VOTING PROCEDURES FOR THE IRWINDALE SENIOR CENTER," was adopted.

ITEM NO. 18H

E-WASTE & DECLARATION OF SURPLUS

Resolution No. 2026-75-3885, entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE DECLARING CERTAIN CITY PROPERTY SURPLUS AND AUTHORIZING THE CITY MANAGER TO PROVIDE FOR THE DISPOSITION OF SAID PROPERTY," was adopted.

ITEM NO. 18I

BRITE WORKS CONTRACT AMENDMENT

Resolution No. 2026-73-3883, entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE SECOND AMENDMENT TO CONTRACT SERVICES AGREEMENT FOR JANITORIAL SERVICES FOR CITY OF IRWINDALE FACILITIES AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SECOND AMENDMENT TO CONTRACT SERVICES AGREEMENT FOR JANITORIAL SERVICES FOR THE CITY OF IRWINDALE FACILITIES WITH BRITEWORKS, INC." was adopted.

ITEM NO. 18J

IRWINDALE SENIOR CENTER OUTSIDE AGENCY EVENT PARTICIPATION POLICY

Resolution No. 2026-72-3882, entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING AN OUTSIDE AGENCY EVENT PARTICIPATION POLICY FOR THE IRWINDALE SENIOR CENTER," was adopted.

ITEM NO. 18K

AUTHORIZING EMERGENCY PURCHASE OF SPLIT HVAC UNITS FOR THE POLICE DEPARTMENT BUILDING

Resolution No. 2026-76-3886, entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE WAIVING FORMAL BIDDING PROCEDURES PURSUANT TO IRWINDALE MUNICIPAL CODE SECTIONS 3.44.080(H) AND (I), AUTHORIZING THE CITY MANAGER TO PROCEED WITH THE IMMEDIATE PROCUREMENT AND PURCHASE OF SPLIT HVAC UNITS FOR THE POLICE DEPARTMENT BUILDING, AND APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2026-2027 ADOPTED BUDGET BY APPROPRIATING \$25,000 FROM THE GENERAL FUND RESERVE," was adopted.

ITEM NO. 18L

AWARD OF CONTRACT FOR 2026 TOPOGRAPHIC AND HYDROGRAPHIC SURVEY PROJECT; P-1079

The City Council awarded a professional services contract in the amount of \$157,032 to Johnson-Frank and Associates, Inc. for the Topographic and/or Hydrographic survey of seven (7) SMARA pits; and authorized the City Manager to execute the contract on behalf of the City, subject to approval as to form by the City Attorney.

END OF CONSENT CALENDAR

**SPONTANEOUS
COMMUNICATIONS**

Dena Zepeda thanked Recreation staff for a great summer, recognized Mayor Pro Tem Ambriz for having served on the Irwindale Community Foundation Board, thanked Assistant City Manager Olivares for supporting the Board, and commented on the need to show mutual respect between City staff and elected/appointed officials.

Suzanne Gomez commended Aquatics staff for their wonderful programs and activities and requested additional funding so that the Aquatics Center could operate during off hours.

NEW BUSINESS

ITEM NO. 20A

A RESOLUTION AUTHORIZING SUBSIDIARY BODIES TO USE TELECONFERENCING SUBJECT TO THE POLICY GOVERNING REMOTE PARTICIPATION AND ENHANCEMENT OF PUBLIC PARTICIPATION IN CITY COUNCIL AND COMMISSION MEETINGS, TO IMPLEMENT SENATE BILL NO. 707

City Attorney Guerra presented the staff report.

Resolution No. 2026-69-3879, entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING ELIGIBLE SUBSIDIARY BODIES TO USE TELECONFERENCING SUBJECT TO THE ADOPTED 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," was adopted, on the motion of Mayor Pro Tem Ambriz, seconded by Councilmember Breceda, and unanimously approved.

ITEM NO. 20B

ADOPT RESOLUTION NO. 2026-68-3878 APPOINTING A VOTING DELEGATE FOR 2026 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE – ANNUAL BUSINESS MEETING

Assistant to the City Manager Espino presented the report.

Resolution No. 2026-68-3878, entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPOINTING A VOTING DELEGATE AND ALTERNATE(S) FOR THE 2026 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE,"

was adopted, on the motion of Councilmember Breceda, seconded by Councilmember Burrola, and unanimously approved, thereby appointing Councilmember Burrola as the voting delegate.

ITEM NO. 20C

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

Councilmembers Breceda and Garcia and City Manager Miranda declared potential conflicts of interest and exited the Council Chambers at 6:34 p.m.

Assistant City Manager Olivares presented the staff report.

Responding to a question from Councilmember Burrola, Assistant City Manager Olivares noted that staff is recommending that the Council focus on the building permit fees of \$11,269.69, and that the Council could consider waiving a portion of all the amount.

In response to a question from Dena Zepeda, Assistant City Manager Olivares indicated that, should the Council decide to waive the fee, the applicant would not be required to pay the fee, which would have been paid to the City's general fund. Dena Zepeda suggested waiving the entire amount requested.

Resolution No. 2026-71-3881, entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A FEE WAIVER TO SAINT CYRIL OF ALEXANDRIA COPTIC ORTHODOX CHURCH FOR BUILDING PERMIT FEES OF \$5,634.85 AND FINDING THAT THE PUBLIC PURPOSE WOULD BE SERVED BY SAID FEE WAIVER," was adopted on the motion of Councilmember Burrola, seconded by Mayor Pro Tem Ambriz, and unanimously approved.

At 6:42 p.m., Councilmembers Breceda and Garcia and City Manager Miranda returned to the Council Chambers.

ITEM NO. 20D

JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE CITIES OF AZUSA, DUARTE, AND IRWINDALE ESTABLISHING THE NORTH SAN GABRIEL RIVER OPEN SPACE AND RECREATION JOINT POWERS AUTHORITY TO PURSUE THE LEASE, MANAGEMENT, OPERATION, AND REVITALIZATION OF LARIO PARK

City Manager Miranda presented the report.

Responding to several questions from Councilmember Burrola, City Manager Miranda advised that: 1) there's been a longstanding lease between the US Army Corps of Engineers and the County for the site, though they have been working with Azusa, Duarte, and Irwindale for the three cities to secure a lease for Lario Park, 2) Lario Park does not fall within Irwindale jurisdiction, it solely resides within Azusa, with Duarte bordering Lario Park to the west; 4) Senator Rubio has secured \$2 million for the agreement with the three cities, though more will be needed moving forward. The City does not desire to use general fund money for this purpose and plans on securing additional funding through the state or through grants.

Councilmember Breceda asked whether the City can pull out of this agreement if it so chooses, to which City Manager Miranda confirmed that it could, and added that staff will continue reaching

out to local elected officials in an attempt to seek out funding, as well as searching for additional grant funding.

Mayor Pro Tem Ambriz noted that the working group has collaborated since 2020 and has successfully managed to clean up the area and resolved lots of issues created by homeless individuals that reside in the area. He suggested approving the proposed agreement.

Dena Zepeda acknowledged past issues at Lario Park and expressed concern over potential liability for the City with the proposed agreement.

Mayor Ortiz concurred that the working group has accomplished much at the riverbed area, including identifying options to provide housing for members of the homeless community. He agreed that this agreement will contribute to the ongoing maintenance of the area.

City Manager Miranda noted that the joint powers authority, if created, would need to seek out its own insurance to reduce liability and noted that the \$2 million obtained will be used to secure contractors to maintain the area.

A motion was made by Mayor Pro Tem Ambriz, seconded by Councilmember Breceda, to approve participation in the formation of the North San Gabriel River Open Space and Recreation joint Powers Authority (JPA) between the Cities of Azusa, Duarte, and Irwindale; authorize the City Manager to negotiate and execute the Joint exercise of Powers Agreement, subject to approval as to form by the City Attorney; and authorize the City's participation in pursuing a lease or other management agreement with the U.S. Army Corps of engineers (USACE) for Lario Park and related recreational assets within the Santa Fe Dam Recreation Area. The motion was unanimously approved; Councilmember Garcia abstaining.

ITEM NO. 20E

CITY MANAGER RECRUITMENT – REQUEST FOR COUNCIL DIRECTION

City Manager Miranda presented the staff report.

Mayor Pro Tem Ambriz noted that the process to identify and hire a new City Manager can be complex and lengthy, and expressed his appreciation that City Manager Miranda is willing to delay his planned retirement in February if necessary to hire a new City Manager.

Councilmember Breceda thanked City Manager Miranda for his service and agreed that the recruitment should begin immediately.

Councilmember Burrola also thanked City Manager Miranda for his hard work and asked how long the recruitment process could take, to which City Attorney Guerra advised that he has seen the process take between 4 to 6 months and elaborated a bit regarding the process. Councilmember Burrola stressed the need to find an applicant that understands the City's needs and priorities.

Councilmember Garcia thanked City Manager Miranda for supporting the Council during his tenure as City Manager and asked whether there exists a reason to delay the recruitment process, to which City Manager Miranda advised that the process could begin whenever the Council decides. He added that there are many projects that the City is working on which might

cause a delay to the recruitment process and requested Council direction as to when the recruitment should begin.

Councilmember Burrola suggested beginning the recruitment process right away.

Councilmember Breceda agreed and suggested that someone who understands mining as well as the wants and needs of the City be selected.

Mayor Pro Tem Ambriz recommended moving forward by directing staff to prepare a Request for Proposals to select a firm that could assist in the recruitment process.

Mayor Ortiz thanked City Manager Miranda for his wonderful service as City Manager.

Responding to a question from Mayor Ortiz, City Manager Miranda committed to remaining as City Manager past his planned retirement date, if necessary, to recruit a new City Manager.

A motion was made by Mayor Pro Tem Ambriz, seconded by Councilmember Burrola, to immediately proceed with the recruitment for the City Manager position in anticipation of the current contract expiration on February 14, 2027. The motion was unanimously approved.

PUBLIC HEARINGS

ITEM NO. 21A

APPROVAL OF THE ADJUSTMENT OF SCHEDULE OF FEES & CHARGES FOR FISCAL YEAR 2026-2027

Director Borhani presented the report.

Councilmember Garcia noted that the report erroneously shows that seniors are charged for certain services and trips, to which Director Rodriguez clarified that resident seniors are not charged, and that only non-resident seniors would be charged the applicable fees.

Director Borhani advised that staff would ensure that the errors will be corrected.

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

There being no speakers, Mayor Ortiz closed the public hearing at 7:30 p.m.

Resolution No. 2026-57-3867, entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, ADOPTING AND ADJUSTING FEES FOR CERTAIN CITY SERVICES IN THE COMPREHENSIVE SCHEDULE OF FEES AND CHARGES," was adopted, on the motion of Councilmember Breceda, seconded by Councilmember Garcia, and unanimously approved, with the revisions to the Senior Center portion where resident seniors will not be charged for the items identified in the discussion.

ITEM NO. 21B

ZONE ORDINANCE AMENDMENT NO. 01-2026 – ORDINANCE NO. 821 TO ADD CHAPTER 17.42 DATA CENTERS AND ASSOCIATED USES TO TITLE 17 "ZONING" OF THE IRWINDALE MUNICIPAL CODE

Director Simpson presented the report.

At 7:39 p.m., Mayor Ortiz opened the public hearing.

Dominique Reyes expressed her support for the ordinance banning data centers in the City.

There being no additional speakers, Mayor Ortiz closed the public hearing at 7:39 p.m.

Mayor Pro Tem Ambriz noted that many favor data centers for their potential benefits; however, the benefits for Irwindale would not outweigh the negative environmental impacts it would create.

Councilmember Burrola agreed and noted that most cities do not want them developed.

Councilmember Breceda concurred and spoke against the development of a data center within the City.

In response to a question from Mayor Pro Tem Ambriz, City Attorney Guerra advised that this ordinance is similar to those enacted in other cities and seems to be broad enough to cover the City's concerns.

Mayor Ortiz thanked staff for preparing this ordinance and agreed that data centers are not welcome in Irwindale.

City Attorney Guerra noted a correction in the title of the ordinance.

Ordinance No. 821, entitled: "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADDING CHAPTER 17.42 – DATA CENTERS AND ASSOCIATED USES – TO TITLE 17 ("ZONING") OF THE IRWINDALE MUNICIPAL CODE TO PROHIBIT DATA CENTER LAND USES CITYWIDE AND FINDING THE ORDINANCE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") PURSUANT TO CEQA GUIDELINES SECTIONS 15061(B)(3) AND 15378(B)(5)" was introduced for first reading, reading by title only and waiving further reading thereof, on the motion of Mayor Ortiz, seconded by Mayor Pro Tem Ambriz, and unanimously approved.

CITY MANAGER'S REPORT

City Manager Miranda presented the following report:

- 1) In observance of Labor Day, City offices except for the Police Department will be closed on September 7.
- 2) The City is updating the open space element of the general plan and seeks community input. An informational booth will be available at the MI Fiesta scheduled for September 10.
- 3) A Kaiser Mobile Health Vehicle will come to Irwindale on August 27. All community members are welcome to obtain health assessments.
- 4) Those interested in applying for City jobs could visit governmentjobs.com.
- 5) The community is invited to the unveiling of the Founding Mothers Mural scheduled for September 8 at 6:30 p.m. at the new Library.
- 6) The annual Mariachi Fest concerts will begin on September 3.
- 7) The Senior Center serves as a cooling center during periods of extreme heat.
- 8) He also invited Chief Hofford to discuss emergency preparedness efforts.

Chief Hofford reported that staff conducted a shakeout exercise at the Senior Center last year, recently completed an emergency evacuation plan at the new Library, and assisted Our Lady of Guadalupe Church in obtaining a \$300,000 grant for security cameras. Corporal Glen Johnson, who holds a bachelor's degree in Public Sector Emergency Management, is working on updating the existing emergency operations plan at City facilities. He has since completed a comprehensive plan for Las Casitas and should finalize plans for all other City-owned facilities within 3 months. Additionally, staff are working on replacing expired emergency supplies and ensuring that emergency generators remain in operable condition. Staff are also working on modernizing the emergency command post with modern equipment, which would enable the trailer to be used by the Police Department outside of the actual police station.

Councilmember Burrola asked whether staff would be trained in how to use the emergency equipment, to which Chief Hofford confirmed that they would be. Chief Hofford then advised that emergency supplies will be supplied in various areas and locations.

Dena Zepeda asked whether the City has enough emergency supplies for all residents and stated that residents are not prepared for emergencies. She suggested that emergency supplies should be stored at every street.

City Manager Miranda stated that additional information could be made available to all residents.

REQUESTS FOR AGENDA ITEMS BY CITY COUNCIL

None.

At 7:58 p.m., the City Council took a short recess.

The City Council reconvened in Open Session with all members present at 8:05 p.m.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 8:05 p.m., in memory of Maria Ines Gonzalez.

Laura M. Nieto, MMC
Chief Deputy City Clerk

Accounts Payable

Checks by Date - Summary by Check Number

User: kzhang
Printed: 9/2/2026 9:56 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
109299	CALIFO56	California State Disbursement Unit	08/20/2026	604.15
109300	CALIFO57	California State Disbursement Unit	08/20/2026	143.07
109301	CALIFO58	California State Disbursement Unit	08/20/2026	100.00
109302	CITY01	City of Hope	08/20/2026	34.00
109303	FRANC06	Franchise Tax Board	08/20/2026	650.59
109304	ICEA	Irwindale City Employee Assoc.	08/20/2026	1,144.00
109305	IMEA	Irwindale Mgmt Employee Assoc.	08/20/2026	580.00
109306	IRWIND02	Irwindale Police Officers Assoc.	08/20/2026	3,588.00
109307	LOSANG31	Los Angeles County Sheriff's Dept.	08/20/2026	104.47
109308	LIEBERT	Liebert Cassidy Whitmore	08/20/2026	720.00
109309	PHASEII	PARS	08/20/2026	1,750.00
109310	THEP01	The Pin Center	08/20/2026	2,059.50
109311	ALLIAN02	Alliant Insurance Svcs, Inc.- Irvine Main	08/20/2026	329.00
109312	AMAZON1	Amazon Capital Services, Inc.	08/20/2026	498.52
109313	B&BTIR	B & B Tires Service	08/20/2026	240.00
109314	MIJACA	Bay Alarm Company	08/20/2026	239.00
109315	BENE01	Benefit Coordinators Corp	08/20/2026	17,835.10
109316	BURRO01	Burro Canyon Ent. Inc.	08/20/2026	40.00
109317	BURROL08	Larry Burrola	08/20/2026	920.84
109318	CINTAS	Cintas Corporation #693	08/20/2026	150.22
109319	BALDWI02	City of Baldwin Park	08/20/2026	1,575.00
109320	CITY25	Los Angeles Police Department City of Los An	08/20/2026	2,361.00
109321	CPG01	CPG Event Rentals LLC	08/20/2026	1,042.50
109322	CWA01	CWA AIA, Inc	08/20/2026	9,798.00
109323	ECON25	Economic & Planning Systems, Inc	08/20/2026	10,714.69
109324	FEDEX	FedEx	08/20/2026	5.99
109325	FRONT01	Frontier Communications	08/20/2026	688.46
109326	HINDER	Hinderliter, De Llamas & Assoc	08/20/2026	12,500.00
109327	HOMEDE	Home Depot Credit Services	08/20/2026	890.45
109328	IRWIND03	Irwindale Tire Shop	08/20/2026	25.00
109329	JOHNNY02	Johnny's Pool Service	08/20/2026	38.66
109330	JOHNS01	Glen Johnsen	08/20/2026	77.20
109331	LANDSC	Landscape Warehouse III Inc.	08/20/2026	366.01
109332	LAWN01	Lawn Mower Corner West Covina	08/20/2026	50.48
109333	LEDEZMA	Erica Ledezma	08/20/2026	720.00
109334	LIEBERT	Liebert Cassidy Whitmore	08/20/2026	14,407.50
109335	MAVE01	Maverick Networks, Inc	08/20/2026	1,019.89
109336	NORI20	Deanna Noriega	08/20/2026	462.00
109337	NUNE25	Cesar Nunez	08/20/2026	1,260.00
109338	OFFICE03	ODP Business Solutions, LLC	08/20/2026	440.47
109339	OLIVAR01	Theresa Olivares	08/20/2026	102.01
109340	OPTUM01	OptumRx, Inc.	08/20/2026	29,164.53
109341	ORTIZH	H. Manuel Ortiz	08/20/2026	920.84
109342	PERF03	Performance Elevator Contractors, Inc.	08/20/2026	760.00
109343	PHOENI01	Phoenix Construction & Management	08/20/2026	30,000.00
109344	LEGAL03	Pre-Paid Legal Services, Inc.	08/20/2026	110.65

Accounts Payable

Checks by Date - Summary by Check Number

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Check No	Vendor No	Vendor Name	Check Date	Check Amount
109345	PROPRINT	Pro Printing, Inc.	08/20/2026	1,019.67
109346	RIOHON01	Rio Hondo College	08/20/2026	372.00
109347	SCFUELS	SC Fuels	08/20/2026	10,151.01
109348	SECT01	Sectran Security Inc.	08/20/2026	218.55
109349	SEMA02	SEMA INC	08/20/2026	4,345.62
109350	SGVACM	c/o City of Monrovia SGVACMA	08/20/2026	55.00
109351	SMART&	Smart & Final	08/20/2026	3,506.76
109352	TAB01	TAB Products Co. LLC	08/20/2026	606.38
109353	TEXAS01	Texas Life Insurance Co.	08/20/2026	4,311.22
109354	UNI20	Unitec	08/20/2026	176.67
109355	verizonw	Verizon Wireless	08/20/2026	3,546.43
109356	WESTCO05	West Coast Arborists, Inc.	08/20/2026	805.50
109357	HDSUP01	WHITE CAP, L.P.	08/20/2026	14.84
109358	ALESHIRE	Aleshire & Wynder, LLP	08/27/2026	49,741.44
109359	OFFICE03	ODP Business Solutions, LLC	08/27/2026	165.05
109360	PETTYC02	City of Irwindale-Rec Petty Cash	08/27/2026	25.00
109361	TRUJII02	Norma Trujillo	08/27/2026	726.48
109362	ACCO01	ACCO Engineered Systems	08/27/2026	1,645.00
109363	AGUI20	Gloria Aguilar	08/27/2026	5.00
109364	AMBRIZ05	Albert Ambriz	08/27/2026	20.00
109365	AZUSALW	Azusa Light & Water	08/27/2026	863.37
109366	BARNEY	Barney's Locksmith Service	08/27/2026	39.76
109367	BENE02	Benefit Coordinator Corporation (BCC)	08/27/2026	3,610.50
109368	BRECED04	Mark A. Breceda	08/27/2026	1,771.55
109369	BURROL08	Larry Burrola	08/27/2026	175.24
109370	GALLARDC	Claudia Carlos	08/27/2026	1,500.00
109371	PMIDEN	Delta Dental Insurance Company	08/27/2026	803.98
109372	GARCIA03	Manuel Garcia	08/27/2026	1,681.55
109373	SOUTHE17	Golden State Water Company	08/27/2026	2,493.89
109374	GONZAL07	Raymond Gonzales	08/27/2026	102.40
109375	HASA01	Hasa Inc.	08/27/2026	818.80
109376	HAZZAR01	Hazzard Backflow Inc	08/27/2026	130.00
109377	HOMEDE	Home Depot Credit Services	08/27/2026	49.20
109378	LANDSC	Landscape Warehouse III Inc.	08/27/2026	1,405.57
109379	LEON03	Sandra Leon	08/27/2026	271.92
109380	LOPEZJ01	Jade Lopez	08/27/2026	308.45
109381	LOSANG32	Los Angeles County	08/27/2026	75.00
109382	LOSANG20	Los Angeles County Fire Dept.	08/27/2026	2,995.00
109383	MAREZL	Linda S. Marez	08/27/2026	300.00
109384	MORENR1	Ricky Moreno	08/27/2026	64.94
109385	NATION26	National Construction Rentals	08/27/2026	1,001.76
109386	OFFICE03	ODP Business Solutions, LLC	08/27/2026	2,145.47
109387	ORTIZH	H. Manuel Ortiz	08/27/2026	15.00
109388	PALACI01	Joanna Palacios	08/27/2026	65.84
109389	PETTYC05	City of Irwindale-Admin Petty Cash	08/27/2026	423.96
109390	RANCHO01	Rancho Duarte Florist	08/27/2026	295.04

Accounts Payable

Checks by Date - Summary by Check Number

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Printed: 9/2/2026 9:56 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
109391	RIOS06	Jimmy Rios	08/27/2026	163.00
109392	RUVA10	Maria Ruvalcaba	08/27/2026	10.00
109393	SIERRA11	Sierra Monrovia Chevrolet, LLC	08/27/2026	212.45
109394	SCE02	Southern California Edison	08/27/2026	1,805.22
109395	SOUTH09	Southern Computer Warehouse Inc,	08/27/2026	5,634.27
109396	TAPIA11	Sylvia Tapia	08/27/2026	1,500.00
109397	TRUJI02	Norma Trujillo	08/27/2026	125.00
109398	V&V01	V & V Manufacturing, Inc.	08/27/2026	128.41
109399	VISION01	Vision Service Plan - (CA)	08/27/2026	2,027.76
109400	CSG01	CSG Consultants	09/09/2026	1,395.00
109401	DEMCOI	Demco, Inc.	09/09/2026	800.92
109402	DUDEK01	Dudek	09/09/2026	20,880.00
109403	FCG01	FCG Consultants Inc.	09/09/2026	3,220.56
109404	LOSANG09	Los Angeles County	09/09/2026	3,539.39
109405	LSA01	LSA Associates, Inc.	09/09/2026	525.00
109406	PLACE01	PlaceWorks, Inc.	09/09/2026	92,845.03
109407	ARC01	Arc Imaging Resources	09/09/2026	531.57
109408	BAKER10	Bakers Man Production	09/09/2026	2,860.00
109409	CANYON01	Canyon Auto Services LLC	09/09/2026	1,072.42
109410	CSG01	CSG Consultants	09/09/2026	180.00
109411	DEMCOI	Demco, Inc.	09/09/2026	223.16
109412	DUDEK01	Dudek	09/09/2026	2,012.50
109413	ELITE03	Elite Special Inspections, Inc.	09/09/2026	1,000.00
109414	RETECH01	FE Technologies American Corp	09/09/2026	20,952.39
109415	GEOLOG	Geologic Associates	09/09/2026	16,848.10
109416	JOEAGO	Joe A. Gonsalves & Son	09/09/2026	2,968.75
109417	COORYE	Samir M. Khoury	09/09/2026	2,370.00
109418	LSA01	LSA Associates, Inc.	09/09/2026	1,022.50
109419	MAINT01	Maintex	09/09/2026	152.70
109420	MIDAS	Manuel C Muratalla	09/09/2026	5,132.82
109421	MEJIA05	Jaime Emmanuel Mejia	09/09/2026	17,875.00
109422	MOUNT01	MNRO Holdings, LLC	09/09/2026	999.69
109423	NATION40	Nationwide Fleet Installations	09/09/2026	835.00
109424	PLACE01	PlaceWorks, Inc.	09/09/2026	1,791.90
109425	RODART01	Rodarte Landscape Architecture, Inc	09/09/2026	21,875.00
109426	TRAN01	Transtech Engineers, Inc.	09/09/2026	276,453.27
109427	TUMBLE01	Tumbleweed Press Inc.	09/09/2026	1,278.40
109428	ULINE01	Uline	09/09/2026	2,250.59
109429	V&V01	V & V Manufacturing, Inc.	09/09/2026	774.97
109430	WESTCO05	West Coast Arborists, Inc.	09/09/2026	13,029.25

Report Total (132 checks): 785,399.59

CITY OF IRVINDALE
PAYROLL WARRANT REGISTER
August 2026

Payroll Batch DATE OF ISSUE 8/6/2026	401.08.2026 DEPARTMENT	AMOUNT
	11 City Council	1,731.15
	13 City Administrative Office	66,875.51
	14 Finance Department	30,061.11
	15 Summer Youth	9,092.71
	35 Police Department	262,636.75
	40 Recreation Department	45,934.19
	41 Aquatics Department	34,456.04
	42 Senior Citizens' Center	21,742.89
	44 Library	21,801.58
	51 Planning & Community Development	35,397.03
	52 Public Works - Engineering	35,810.43
	57 Public Works - Services	65,953.04
	Gross Payroll	631,492.43
	Required Deductions	(182,725.98)
	Voluntary Deductions	(26,008.46)
	Net Payroll	422,757.99

Payroll Batch DATE OF ISSUE 8/10/2026	407.08.2026, 410.08.2026 DEPARTMENT	AMOUNT
	11 City Council	
	13 City Administrative Office	
	14 Finance Department	
	15 Summer Youth	270.40
	35 Police Department	4,480.42
	40 Recreation Department	
	41 Aquatics Department	
	42 Senior Citizens' Center	
	44 Library	
	51 Planning & Community Development	
	52 Public Works - Engineering	
	57 Public Works - Services	
	Gross Payroll	4,750.82
	Required Deductions	(860.97)
	Voluntary Deductions	-
	Net Payroll	3,889.85

Payroll Batch DATE OF ISSUE 8/11/2026	411.08.2026 DEPARTMENT	AMOUNT
	11 City Council	
	13 City Administrative Office	
	14 Finance Department	
	15 Summer Youth	540.80
	35 Police Department	
	40 Recreation Department	
	41 Aquatics Department	
	42 Senior Citizens' Center	
	44 Library	
	51 Planning & Community Development	
	52 Public Works - Engineering	
	57 Public Works - Services	
	Gross Payroll	540.80
	Required Deductions	(74.49)
	Voluntary Deductions	-
	Net Payroll	466.31

Payroll Batch DATE OF ISSUE 8/20/2026	DEPARTMENT	AMOUNT
	11 City Council	5,218.67
	13 City Administrative Office	67,597.85
	14 Finance Department	30,066.00
	35 Police Department	239,858.57
	40 Recreation Department	41,410.09
	41 Aquatics Department	30,630.37
	42 Senior Citizens' Center	22,316.71
	44 Library	24,647.19
	51 Planning & Community Development	35,310.90
	52 Public Works - Engineering	35,810.43
	57 Public Works - Services	65,610.50
	Gross Payroll	598,477.28
	Required Deductions	(176,295.68)
	Voluntary Deductions	(26,772.48)
	Net Payroll	395,409.12

City of
IRWINDALE
AGENDA REPORT

Date: September 9, 2026
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: 2nd Reading of Ordinance No. 821 Prohibiting AI Data Centers

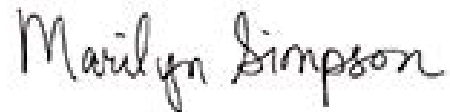
City Manager's Recommendation:

Direct the City Attorney to read the title of the ordinance, waive further reading of the ordinance, and **adopt on second reading Ordinance No. 821**, entitled AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADDING CHAPTER 17.42 - DATA CENTERS AND ASSOCIATED USES - TO TITLE 17 ("ZONING") OF THE IRWINDALE MUNICIPAL CODE TO PROHIBIT DATA CENTER LAND USES CITYWIDE AND FINDING THE ORDINANCE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTIONS 15061(b)(3) AND 15378(b)(5)."

Administrative Action:

Submitted by:

Marilyn Simpson, AICP, Community Development Director



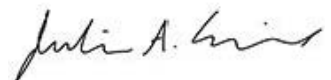
Prepared / Reviewed by:

Jamie Koontz, Assistant City Attorney



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The City of Irwindale updated its Zoning Code, which became effective on May 9, 2025. The purpose of the Zoning Code, as set forth in Chapter 17.01, is to protect and promote the public health, safety, peace, comfort, convenience, prosperity, and general welfare of the City and its residents through the establishment of land use regulations and zoning designations. At present, the Zoning Code does not

expressly identify or regulate data processing centers, server farms, or similar facilities characterized by the operation of computer servers, network infrastructure, digital storage systems, and related equipment used for the processing, storage, transmission, and management of electronic data. As such, the City has determined that such uses are not adequately contemplated within the existing zoning framework.

Since the Zoning Code's recent update, the City has recognized recent and ongoing discourse regarding the effects of data centers including: substantial and continuous electrical demand, often supported by diesel or gas-powered backup generation systems – consequently raising concerns over air quality. Such facilities may also generate significant levels of noise, require significant water usage for cooling systems, and create pressure for related infrastructure and land use changes.

In recent years, local agencies throughout California have begun evaluating such effects. Neighboring cities, like the City of Monterey Park and El Monte, have imposed moratoriums in order to review such effects, devise mitigation plans, and contemplate potential regulation for data center use and in the case of Monterey Park, the city amended its municipal code to prohibit Data Centers.

Recognizing the potential environmental impacts and compatibility of such development and use within the city, direction was provided to staff and legal counsel to prepare an ordinance to prohibit Data Centers in Irwindale.

Ordinary accessory technology functions that are subordinate to lawful primary land uses are still permitted. An "Associated Data Room or Server Room" land use for enclosed accessory spaces containing servers and related equipment used solely in conjunction with, and incidental to, the primary use on the same site, while prohibiting independent commercial or third-party data processing use. This distinction matters because it narrows the prohibition to standalone or principal data center uses rather than incidental technology infrastructure within otherwise lawful businesses, offices, institutions, or other uses, including the city use of servers. As drafted, the ordinance aim is to prevent largescale infrastructure-type data center land uses while preserving normal building and business operations that rely on internal server rooms.

On July 15, 2026, the Planning Commission meeting adopted Resolution No. 877(26) recommending that the City Council approve Ordinance No. 821, adding Chapter 17.42 – Artificial Intelligence Data Centers and Associated Uses to Title 17 (Zoning) of the Irwindale Municipal Code to prohibit Data Center Land Uses Citywide.

Following the Planning Commission's adoption of Resolution 877(26), Staff has continued to research this issue and is now recommending a more expansive ban on data centers, whether related to artificial intelligence or not, and has included said language in the proposed ordinance for adoption.

On August 26, 2026, the City Council introduced for first reading in the ordinance. Staff now recommends that the City Council adopt the ordinance.

Ordinance No. 821

Ordinance No. 821 adds Chapter 17.42 "DATA CENTERS AND ASSOCIATED USES" to Title 17 (Zoning) of

the Irwindale Municipal Code to prohibit Data Center Land Uses Citywide.

Environmental Review:

Pursuant to the California Environmental Quality Act of 1970, as amended, (Public Resources Code §21000, et seq. "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regs. §15000, et seq., the "CEQA Guidelines"), and the guidelines promulgated thereunder, the City, as the Lead Agency, has analyzed the project and has determined that the Project is exempt from the provisions of CEQA pursuant to Section 15061 (b)(3), which states that the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is NOT subject to CEQA. In this case, the ordinance has no potential to result in physical change to the environment, directly or indirectly. The Ordinance does not authorize any specific development or installation on any specific piece of property within the City's boundaries. Nor is it a project within the meaning prescribed under CEQA Guideline § 15378. City staff is directed to prepare and file a Notice of Exemption under the California Environmental Quality Act (CEQA) in connection with Ordinance.

Fiscal Impact:

There is no cost with the City Council adoption of the Zoning Ordinance Amendment.

Attachments:

1.	Ordinance No. 821
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ORDINANCE NO. 821

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADDING CHAPTER 17.42 - DATA CENTERS AND ASSOCIATED USES - TO TITLE 17 ("ZONING") OF THE IRWINDALE MUNICIPAL CODE TO PROHIBIT DATA CENTER LAND USES CITYWIDE AND FINDING THE ORDINANCE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTIONS 15061(b)(3) AND 15378(b)(5)

WHEREAS, a city has the power to make and enforce regulations designed to promote the public convenience or the general prosperity, as well as regulations designed to promote the public health, the public morals, and the public safety; and

WHEREAS, in executing that power, a City Council may make and enforce within its limits all local police, sanitary and other ordinances and regulations not in conflict with general laws; and

WHEREAS, Title 17 of the Irwindale Municipal Code, otherwise known as the Zoning Code, regulates land use and development within the City of Irwindale ("City") to promote the public health, safety, and welfare of its residents; and

WHEREAS, the City of Irwindale has the authority to amend the Zoning Code in order to uphold and promulgate those principles and goals; and

WHEREAS, currently written, the Zoning Code does not adequately identify, regulate, or contemplate data processing centers, server farms, or similar facilities; and

WHEREAS, since the recent Zoning Code update, the City of Irwindale has recognized recent and ongoing discourse regarding the effects of data centers, including efforts set forth by local agencies throughout California to mitigate these effects by regulation and even prohibition; and

WHEREAS, following review of public studies, it has been found that data centers have high and continuous electricity demand, often supported by diesel or gas backup generation with associated air quality, greenhouse gas, and noise impacts; that they may place significant demands on local water supplies for cooling; and that they can drive related infrastructure and land use changes, all of which have been specifically identified as needing robust CEQA analysis; and

WHEREAS, the City is located within a region subject to long-term water supply constraints, groundwater sustainability requirements, recurring drought

conditions, climate-related water resource challenges, and increasing demands upon limited water resources; and

WHEREAS, the preservation of available water supplies for residential neighborhoods, schools, parks, public facilities, businesses, emergency services, agricultural operations, and future community development constitutes a significant public purpose; and

WHEREAS, industrial and employment-designated land within the City constitutes a limited and valuable public resource; and

WHEREAS, data centers generally provide substantially fewer long-term employment opportunities relative to the amount of land area, electrical infrastructure capacity, water resources, and public services required to support such facilities; and

WHEREAS, the City Council desires to preserve available industrial and employment lands for uses that generate greater employment opportunities, workforce development, economic diversification, tax revenue generation, and community-serving benefits; and

WHEREAS, the operational characteristics of data processing centers may create public health, environmental, emergency response, and land use compatibility concerns that differ substantially from those associated with traditional commercial and industrial development; and

WHEREAS, these adverse effects apply to data processing centers dedicated to Artificial Intelligence (“AI”) workloads and general data processing centers alike and prohibiting both would equally serve the welfare of the City and its residents; and

WHEREAS, this ordinance regulating the use and development of land for data centers is a matter of local and citywide importance and is not directed toward any particular business, applicant, or project; and

WHEREAS, ordinary accessory technology functions that are subordinate to lawful primary land uses are still permitted under the proposed ordinance as the prohibition is narrowed to prevent standalone or principal large-scale infrastructure-type data center land uses while preserving normal building operations that rely on incidental technology infrastructure and internal server rooms; and

WHEREAS, on July 15, 2026, the Planning Commission conducted a duly noticed public hearing, as required by law, regarding the proposed Ordinance, to receive and review public testimony and other evidence regarding the proposed

Ordinance, including, without limitation, information to the Planning Commission by City staff; and

WHEREAS, on July 15, 2026, the Planning Commission adopted Resolution No. 877(26), recommending that the City Council approve proposed Ordinance No. 821, amending the Zoning Code to include Chapter 17.42 – Data Centers and Associated Uses – and all Sections therein; and

WHEREAS, the City Council now desires to amend the Zoning Code to include Chapter 17.42 in order to further protect the public health, safety, and welfare of its residents; and

WHEREAS, the proposed Ordinance is consistent with and will implement the City's vision, goals, and policies of the Irwindale 2020 General Plan; and

WHEREAS, on August 26, 2026, the City Council held a duly noticed public hearing, as required by law, and introduced for first reading at a regularly scheduled public hearing on the proposed Ordinance, to receive testimony and other evidence regarding amending the Zoning Code to include Chapter 17.42 and all Sections therein, including without limitation, information provided to the City Council by City staff; and

WHEREAS, on September 9, 2026, Ordinance No. 821 was presented to the City Council for adoption upon second reading of the ordinance, and

WHEREAS, this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to the State CEQA Guidelines Sections 15061(b)(3) on the grounds that it can be seen with certainty that the activity in question will have no significant effect on the environment, nor is it a project within the meaning prescribed under CEQA Guideline § 15378.

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

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

SECTION 2. Title 17 "Zoning" of the City of Irwindale Municipal Code is hereby amended to include Chapter 17.42 "Data Centers and Associated Uses" and all Sections therein, which shall read as follows:

17.42.010. Intent and Purpose

To protect the City's health, safety, infrastructure, and community character, this chapter prohibits Data Centers throughout all city zones. The City Council finds

Ordinance No. 821
Page 3 of 7

that Data Centers place an extraordinary strain on local resources and infrastructure that is incompatible with surrounding land uses. Unlike traditional commercial or industrial projects, Data Centers generate unique environmental and safety concerns—such as noise, heat, emissions, vibrations, and hazardous materials—while demanding specialized fire, electrical, and emergency response resources. A total ban is therefore required to protect the community’s quality of life and natural resources.

17.42.020. Citywide Prohibition of Data Centers.

Except as provided in this title, it is unlawful to construct, operate, reconstruct, structurally alter any building, or use any real property for a Data Center in any zone. Using any building or real property in violation of this subsection is a misdemeanor.

17.42.030. Data Center Nuisance.

The violation of this chapter furthermore shall constitute a nuisance and may be abated by the city as prescribed under Chapter 17.37 of the City of Irwindale Municipal Code, through civil process by means of restraining order, preliminary or permanent injunction or in any other manner provided by law for the abatement of such nuisances.

17.42.040. Exemptions; Accessory Uses.

Associated Data Rooms and Associated Server Rooms are exempt from the general prohibitions of this chapter and are allowed as an accessory use to any permissible principal or conditional use under this title. Such Associated Data Rooms and Associated Server Rooms owned and operated by the city as city facilities are also exempt from the general prohibitions of this chapter.

17.42.050. Definitions.

- a. “Data Center” means a building, dedicated space within a building, or group of structures used to house a large group of networked computer systems used for data storage and processing for off-site and on-site users, to be used for the remote storage, processing, or distribution of large amounts of data—whether for the purpose of Artificial Intelligence workloads or not. Such facilities may also include air handlers, power generators, water cooling and storage facilities, utility substations, back-up batteries, fire suppression systems, enhanced security features, and other associated utility infrastructure to support the primary operations of the data center, server farm, or colocation facility.

- b. “Associated Data Room” or “Associated Server Room” means an enclosed room, suite, or other accessory space containing computer servers, data storage equipment, network switching equipment, telecommunications equipment, and related supporting equipment, including cooling, electrical, backup power, and security systems, that is used solely in conjunction with and incidental to the primary land use on the same lot or site. An Associated Data Room or Associated Server Room is not a data center, server farm, colocation facility, or other prohibited digital infrastructure use, and cannot be used for independent commercial, wholesale, or third-party data processing, storage, or transmission. The use must remain physically and operationally subordinate to the primary use with which it is associated.

SECTION 3. In accordance with the California Environmental Quality Act (CEQA) of 1970, as amended, and the guidelines promulgated thereunder, the City, as the Lead Agency, has analyzed the project and has determined that the Project is exempt from the provisions of CEQA pursuant to Section 15061 (b)(3), which states that the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is NOT subject to CEQA. In this case, the ordinance has no potential to result in physical change to the environment, directly or indirectly. The Ordinance does not authorize any specific development or installation on any specific piece of property within the City’s boundaries. Nor is it a project within the meaning prescribed under CEQA Guideline § 15378. City staff is directed to prepare and file a Notice of Exemption under the California Environmental Quality Act (CEQA) in connection with Ordinance.

SECTION 4. Should any section, subsection, clause, or provision of this Ordinance for any reason be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining provisions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentences, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional due to the writs of mandate issued by the Court.

SECTION 5. This Ordinance shall take effect thirty (30) days following its passage.

SECTION 6. The City Council hereby authorizes and directs the Mayor and the Chief Deputy City Clerk to execute this Ordinance on behalf of the City of Irwindale forthwith upon its adoption.

SECTION 7. The Chief Deputy City Clerk shall certify as to the passage of this Ordinance and shall cause the same to be published and/or posted at the designated locations in the City of Irwindale.

PASSED, APPROVED, AND ADOPTED on this 26th day of August 2026.

H. Manuel Ortiz, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

CITY OF IRWINDALE
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Ordinance No. 821 was duly introduced at a regular meeting of the City Council of the City of Irwindale held on the 26th day of August 2026, and was duly approved and adopted on second reading at its regular meeting held on the September 9, 2026, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Laura M. Nieto, MMC
Chief Deputy City Clerk

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Chief Deputy City Clerk, certify that I caused a copy of Ordinance No. 821, adopted by the City Council of the City of Irwindale at its regular meeting held on August 26, 2026, to be posted at the City Hall, Library, and Post Office on _____, 2026..

Dated: _____

Laura M. Nieto, MMC
Chief Deputy City Clerk

Item #19.D.

City of
IRWINDALE
AGENDA REPORT

Date: September 9, 2026

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Authorize a Contract Services Agreement with YWCA San Gabriel Valley for Case Management Services for the Irwindale Senior Center

City Manager's Recommendation:

That the City Council **adopt Resolution No. 2026-77-3887** entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A CONTRACT SERVICES AGREEMENT WITH YWCA SAN GABRIEL VALLEY FOR CASE MANAGEMENT SERVICES FOR THE IRWINDALE SENIOR CENTER AND APPROVING A BUDGET AMENDMENT TO FY 2026-2027 ADOPTED BUDGET BY APPROPRIATING \$20,000 FROM THE GENERAL FUND RESERVES."

Administrative Action:

Submitted by:

Elizabeth Rodriguez, Public Services Director



Prepared by:

Elena Martinez, Senior Center Manager

Electronically Approved

Reviewed by:

Jamie Koontz, Assistant City Attorney

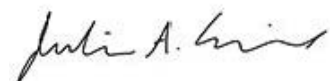


Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The Irwindale Senior Center offers a variety of recreational programs designed to promote physical activity, social engagement, creativity, and overall well-being among older adults. These programs include exercise classes, social activities, artistic programs, and special events. In addition, the Senior Center provides limited social service-based programs, including low-cost or complimentary haircuts, transportation services, and health education seminars.

As the senior population continues to grow, Senior Center staff have worked diligently to address the evolving needs of the community and provide programs and services that support the health, independence, and quality of life of local seniors. However, staff have identified an increasing need for dedicated case management services to assist seniors with navigating and accessing essential resources. Many older adults require assistance connecting with transportation, healthcare, food assistance, financial resources, housing support, and other community-based services. Providing case management services would allow the Senior Center to offer more comprehensive support, help seniors access available resources, and address individual needs that extend beyond the recreational and social programs currently offered.

To establish a case management program at the Irwindale Senior Center, staff recommends entering into a contract with YWCA San Gabriel Valley to provide case management services on Tuesdays from 9:00 a.m. to 1:00 p.m. and on the second and fourth Wednesdays of each month from 9:00 a.m. to 1:00 p.m.

YWCA San Gabriel Valley is an established provider of senior services in Los Angeles County, serving more than 7,000 unduplicated older adults annually. Their services are designed to help older adults maintain their independence, remain connected to their communities, and improve their overall well-being through comprehensive support services. YWCA San Gabriel Valley currently provides senior services in Azusa, Baldwin Park, and San Dimas.

Establishing this partnership would expand the Senior Center's ability to connect patrons with essential resources and provide individualized assistance based on their specific needs. Through the case management program, YWCA San Gabriel Valley staff will assist seniors in a specialized capacity by connecting them with appropriate community resources and helping them navigate available health, social, and supportive services. These services will complement the Senior Center's existing recreational and social service programs by providing seniors with a dedicated resource to address needs that may require more individualized assistance.

The contract services agreement was reviewed and approved to form by the city attorney.

The case management program will be evaluated periodically to assess its effectiveness and determine whether the scheduled service hours adequately meet the needs of Senior Center patrons. Based on participation, demand, and feedback from seniors and staff, the City may adjust the service schedule or hours as needed to ensure the program is accessible and responsive to the community's needs.

Fiscal Impact:

Adoption of Resolution No. 2026-77-3887 authorizes the Finance Director to amend the FY 2026-2027 adopted budget by appropriating \$20,000 from the General Fund Reserves to cover the cost of this contract.

Attachments:

1.	Resolution No. 2026-77-3887
2.	9-9-2026 YWCA Contract Services - CONTRACT

RESOLUTION NO. 2026-77-3887

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A CONTRACT SERVICES AGREEMENT WITH YWCA SAN GABRIEL VALLEY FOR CASE MANAGEMENT SERVICES FOR THE IRWINDALE SENIOR CENTER AND APPROVING A BUDGET AMENDMENT TO FY 2026-2027 ADOPTED BUDGET BY APPROPRIATING \$20,000 FROM THE GENERAL FUND RESERVES

WHEREAS, the Irwindale Senior Center provides a variety of recreational, social, artistic, and wellness programs designed to promote physical activity, social engagement, creativity, and overall well-being among older adults; and

WHEREAS, the Irwindale Senior Center also provides limited social service-based programs, including low-cost or complimentary haircuts, transportation services, and health education seminars; and

WHEREAS, dedicated case management services would allow the Irwindale Senior Center to provide more comprehensive and individualized assistance to seniors whose needs extend beyond the recreational and social programs currently offered at the Senior Center; and

WHEREAS, YWCA San Gabriel Valley is an established provider of senior services in Los Angeles County, serving more than 7,000 unduplicated older adults annually, with services designed to help older adults maintain their independence, remain connected to their communities, and improve their overall well-being; and

WHEREAS, staff recommends entering into an agreement with YWCA San Gabriel Valley to provide case management services at the Irwindale Senior Center on Tuesdays from 9:00 a.m. to 1:00 p.m. and on the second and fourth Wednesdays of each month from 9:00 a.m. to 1:00 p.m. at an amount not to exceed \$20,000 annually under the Agreement; and

WHEREAS, the proposed case management services will assist seniors in a specialized capacity by providing individualized support, connecting seniors with appropriate community resources, and helping them navigate available health, social, and supportive services; and

WHEREAS, the proposed program will complement the Senior Center's existing recreational and social service programs and expand the City's ability to address the diverse and evolving needs of its senior population.

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

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

SECTION 2. The City Council hereby authorizes the YWCA San Gabriel to provide case management services for the Irwindale Senior Center on Tuesdays from 9:00 a.m. to 1:00 p.m. and on the second and fourth Wednesdays of each month from 9:00 a.m. to 1:00 p.m. at an amount not to exceed \$20,000 annually under the Agreement.

SECTION 3. The City Council hereby authorizes the Finance Director to amend the FY 2026-2027 adopted budget by appropriating \$20,000 from the General Fund Reserves to cover the case management services with YWCA San Gabriel.

SECTION 4. The City Council hereby authorizes the City Manager, or designee, to execute the contract services agreement for case management services for the Irwindale Senior Center authorized by this Resolution, subject to approval as to form by the City Attorney.

SECTION 5. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or the application thereof to any person or circumstances, is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the application of any other section, subsection, sentence, clause, phrase, or portion of this Resolution, and to this end the invalid or unconstitutional section, subsection, sentence, clause, phrase of this Resolution are declared to be severable. The City Council hereby declares that it would have adopted this Resolution and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.

SECTION 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 9th day of September 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. 2026-77-3887 was duly adopted by the City Council of the City of Irwindale at a regular meeting held on the 9th day of September 2026, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

**CITY OF IRWINDALE
CONTRACT SERVICES AGREEMENT FOR
CASE MANAGEMENT SERVICES
FOR THE IRWINDALE SENIOR CENTER**

THIS CONTRACT SERVICES AGREEMENT (herein “Agreement”) is made and entered into this 9th day of September, 2026, by and between the CITY OF IRWINDALE, a charter city and California municipal corporation (“City”) and YWCA SAN GABRIEL VALLEY, (herein “Consultant”).

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

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

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

1.3 California Labor Law. If the Scope of Services includes any “public works” or “maintenance,” as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws.

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

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

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference, but not exceeding the maximum contract amount of Twenty Thousand Dollars (\$20,000.00) (“Contract Sum”). Should the contract agreement be extended for two additional one-

year terms, then the contract sum for FY 2029-2030 will not exceed \$22,000 and FY 2030-2031 will not exceed \$24,200.

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant shall be deemed to have certify compliance with all provisions of this Agreement. The invoice shall contain all information specified in Exhibit "C", 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. Consultant shall not invoice City for any duplicate services performed by more than one person.

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

2.3 Additional Services. The City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer (as defined below) to the Consultant, incorporating therein any adjustment in: (i) the Contract Sum (or a portion of the compensation due to Consultant) for the actual cost of the extra work; and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum, but not exceeding a total contract amount of Thirty Thousand Dollars (\$30,000) or in the time to perform of up to ninety (90) days may be approved by the City Manager. Any greater increases than Thirty Thousand Dollars (\$30,000), taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

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

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of

Performance” attached hereto as Exhibit “D” and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

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

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, but not exceeding three (3) years from the date hereof (“Term”), except as otherwise provided in the Schedule of Performance (as shown on Exhibit “D” attached hereto). The City Manager may, at their sole discretion, extend the Term for two (2) additional one-year terms.

4. COORDINATION OF WORK

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

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

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

the City. Any such prohibited assignment, transfer, pledge, encumbrance, or hypothecation shall be void.

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

5. **INSURANCE AND INDEMNIFICATION**

5.1 Insurance Coverages. Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide, and maintain at its sole cost and 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. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including, without limitation, blanket contractual liability. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with 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. Consultant shall maintain professional liability insurance that covers the services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

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

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

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

5.2 General Insurance Requirements.

(a) Proof of Insurance. Consultant shall provide certificates of insurance to 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 City’s Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the Term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of Coverage. Consultant 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 Consultant, its officers, agents, representatives, employees, or subconsultants.

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

(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 Consultant or City will withhold amounts sufficient to pay premium from Consultant 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 Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

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

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

(i) Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to 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 and automobile 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 by the City in writing.

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

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

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

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

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

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

5.3 Indemnification.

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

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

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

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

6.3 Confidentiality and Release of Information.

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

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

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

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

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

7. **ENFORCEMENT OF AGREEMENT AND TERMINATION**

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

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended or shortened, if circumstances warrant, as determined by the Contract Officer. The cure period may run concurrently with the termination period as provided in Section 7.4, if the option to cure is in the alternative to termination. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

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

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

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

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

8. MISCELLANEOUS

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

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

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

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

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

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

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

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

8.9 Counterparts and Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. The words "execution," "signed," "signature," and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement, shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, "pdf", "tif" or "jpg") and other electronic signatures in accordance with Title 2, Section 22003 of the California Code of Regulations (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the California Uniform Electronic Transactions Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of 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 their 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 (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with state law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or

collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s), or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____
(Name)

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

[Signatures 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

By:

ATTEST:

By:

Laura Nieto
City Clerk

CONSULTANT:

YWCA San Gabriel Valley

By:

Name: Melissa Guzman
Title: Case Management Services Manager
Email Address: melissaguzman@ywcasgv.org
Address: 101 South Barranca Avenue, Covina, CA 91723

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED 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 CONSULTANT'S BUSINESS ENTITY.

EXHIBIT “A”

SCOPE OF SERVICES

I. Consultant will perform the following services:

- A. Onsite case management services at the Irwindale Senior Center. Including a YWCA-SGV case manager providing services four to eight hours per week to support older adults in accessing resources, referrals, and services available through YWCA-SGV, with the goal of enhancing their independence and overall well-being. The following services will be included in the program:
- Access and linkage to transportation, congregate/home delivered meals, food banks, medical equipment
 - Assistance with applying to programs such as Medi-Cal, In-Home Supportive Services, and Low-Income Home Energy Assistance Program (LIHEAP) assistance
 - Income application assistance for Social Security, Supplemental Security Income (SSI) General Relief, Cal-Fresh
 - Linkage to services such legal assistance through Bet Tzedek, a non-profit law firm on-site at the YWCA-SGV headquarters every other month, mental health services, etc.
 - Access to available housing resources and assistance with affordable housing applications, wait listing via Share Collaborative Housing, linkage to housing advocacy through the Housing Rights Center, and YWCA-SGV's one-time rental assistance (limited to District 1 residents)
 - Arrangements for in-home visits and appointments
 - Community education, which includes help to coordinate and integrate services for seniors such as informational seminars, lectures, healthy eating and healthy aging programs, and others
- B. Program hours will be on Tuesdays from 9:00 a.m. to 1:00 p.m. and on the second and fourth Wednesdays of each month from 9:00 a.m. to 1:00 p.m.

II. As part of the services, Consultant will prepare and deliver the following tangible work products to the City:

- A. Monthly and annual program reports.
- B. Standardized intake, assessment, and case management forms.

III. In addition to the requirements of Section 6.2, during performance of the services, Consultant will keep the City updated of the status of performance by delivering the following status reports:

- A. The number of unduplicated clients served, new referrals received, current caseload, and any waiting list.

- B. A summary of case management services provided, including the number and types of referrals made to community resources, follow-up contacts conducted, and assistance provided to clients
 - C. Aggregate client outcomes and progress toward achieving service goals, including measurable accomplishments such as benefits obtained, successful connections to community resources, housing stabilization, healthcare access, or other relevant outcomes, while maintaining client confidentiality.
 - D. Any participant complaints, significant incidents, barriers affecting service delivery, staffing changes impacting program operations, and the actions taken to resolve or address these issues.
 - E. Any additional information reasonably requested by the City to evaluate program performance and ensure compliance with the terms of this Agreement.
- IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**
- V. Consultant will utilize the following personnel to accomplish the services:**
- A. Case Management Services Manager

EXHIBIT “B”

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

None

EXHIBIT “C”

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following services at the following rates:

Fiscal Year 2026/2027

	DESCRIPTION	RATE	TIME	SUB-BUDGET
A.	Onsite case management services (Scheduled)	\$44.38	Per Hour	\$10,651.20
B.	Onsite case management services (As-needed)	\$44.38	Per Hour	\$9,348.80

Fiscal Year 2027/2028 & 2028/2029

	DESCRIPTION	RATE	TIME	SUB-BUDGET
A.	Onsite case management services (Scheduled)	\$44.38	Per Hour	\$12,781.44
B.	Onsite case management services (As-needed)	\$44.38	Per Hour	\$7,218.56

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3.

III. The City will compensate Consultant for the services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all materials and equipment properly charged to the services.
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the services shall not exceed the Contract Sum as provided in Section 2.1 of this Agreement.

V. Consultant’s billing rates for all personnel are attached as Exhibit “C-1”.

EXHIBIT "C-1"

BILLING RATES FOR PERSONNEL

		YWCA of San Gabriel Valley Case Management Rate Schedule			Based on Hourly Rate of \$44.38
FY 2026-2027		Tuesday	Wednesday	Total	Cost Per Month
1 September 2026	1st Week	4.00		4.00	\$ 1,065.12
	2nd Week	4.00	4.00	8.00	
	3rd Week	4.00		4.00	
	4th Week	4.00	4.00	8.00	
				24.00	
2 October 2026	1st Week	4.00		4.00	\$ 1,065.12
	2nd Week	4.00	4.00	8.00	
	3rd Week	4.00		4.00	
	4th Week	4.00	4.00	8.00	
				24.00	
3 November 2026	1st Week	4.00		4.00	\$ 1,065.12
	2nd Week	4.00	4.00	8.00	
	3rd Week	4.00		4.00	
	4th Week	4.00	4.00	8.00	
				24.00	
4 December 2026	1st Week	4.00		4.00	\$ 1,065.12
	2nd Week	4.00	4.00	8.00	
	3rd Week	4.00		4.00	
	4th Week	4.00	4.00	8.00	
				24.00	
5 January 2027	1st Week	4.00		4.00	\$ 1,065.12
	2nd Week	4.00	4.00	8.00	
	3rd Week	4.00		4.00	
	4th Week	4.00	4.00	8.00	
				24.00	
6 February 2027	1st Week	4.00		4.00	\$ 1,065.12
	2nd Week	4.00	4.00	8.00	
	3rd Week	4.00		4.00	
	4th Week	4.00	4.00	8.00	
				24.00	
7 March 2027	1st Week	4.00		4.00	\$ 1,065.12
	2nd Week	4.00	4.00	8.00	
	3rd Week	4.00		4.00	
	4th Week	4.00	4.00	8.00	
				24.00	
8 April 2027	1st Week	4.00		4.00	\$ 1,065.12
	2nd Week	4.00	4.00	8.00	
	3rd Week	4.00		4.00	
	4th Week	4.00	4.00	8.00	
				24.00	
9 May 2027	1st Week	4.00		4.00	\$ 1,065.12
	2nd Week	4.00	4.00	8.00	
	3rd Week	4.00		4.00	
	4th Week	4.00	4.00	8.00	
				24.00	
10 June 2027	1st Week	4.00		4.00	\$ 1,065.12
	2nd Week	4.00	4.00	8.00	
	3rd Week	4.00		4.00	
	4th Week	4.00	4.00	8.00	
				24.00	
11 July 2027	1st Week	4.00		4.00	\$ 1,065.12
	2nd Week	4.00	4.00	8.00	
	3rd Week	4.00		4.00	
	4th Week	4.00	4.00	8.00	
				24.00	
12 August 2027	1st Week	4.00		4.00	\$ 1,065.12
	2nd Week	4.00	4.00	8.00	
	3rd Week	4.00		4.00	
	4th Week	4.00	4.00	8.00	
				24.00	
TOTAL ANNUAL HOURS / COST:				288.00	\$ 12,781.44

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all services timely in accordance with the following schedule:**

	<u>Description</u>	<u>Days to Perform</u>	<u>Deadline Date</u>
A.	Onsite case management services	Tuesdays from 9:00am to 1:00pm & second and fourth Wednesdays from 9:00am to 1:00pm.	
B.	Monthly Report	Reporting the previous month.	15 th day of each month.
C.	Annual Report	2026-2027	Contract anniversary date.

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

- A.** Standardized intake, assessment, and case management forms shall be provided during the first day of service.

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

City of
IRWINDALE
AGENDA REPORT

Date: September 9, 2026
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Approve the Purchase of a 28-Passenger Bus for Irwindale Senior Center

City Manager's Recommendation:

That the City Council 1) **adopt Resolution No. 2026-79-3888** entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE WAIVING THE FORMAL BIDDING PROCEDURES PURSUANT TO IRWINDALE MUNICIPAL CODE SECTION 3.44.080 (E); 2) AUTHORIZING A BUDGET AMENDMENT TO THE FY 2026-2027 ADOPTED BUDGET BY APPROPRIATING \$249,500 FROM THE GENERAL FUND RESERVES; 3) AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER; AND 4) AUTHORIZING THE CITY MANAGER TO ENTER INTO A PURCHASE AGREEMENT FOR THE PURCHASE OF A FORD F-600 KAVLYR 28-PASSENGER BUS FOR IRWINDALE SENIOR CENTER".

Administrative Action:

Submitted by:

Elizabeth Rodriguez, Public Services Director



Prepared by:

Elena Martinez, Senior Center Manager

Electronically Approved

Reviewed by:

Jamie Koontz, Assistant City Attorney

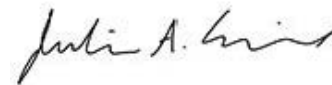


Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The current 2017 Forest River 22-passenger bus used by the Irwindale Senior Center has been instrumental in providing transportation for monthly senior field trips, annual club outings, and for various specialized one-time trips, such as Senior Summer Camp. The bus has allowed the Senior Center to provide safe and convenient transportation for a variety of recreational, social and educational activities for its patrons.

In recent years, the Senior Center has experienced significant growth in participation due to an increase in class and program offerings, continued success of special events, and expanded marketing efforts through the City website, social media platforms, and the Center's newest publication, the *Irwindale Senior Scoop*. As participation continues to grow, transportation has become an increasingly popular and important component of the Senior Center's programming.

Monthly field trips consistently reach capacity, with standby lists of approximately 10 to 20 patrons who are unable to register before the trip fills. Staff makes every effort to accommodate individuals on the standby list by promptly filling vacancies created by cancellations. However, there is no guarantee that a space will become available. As a result, a significant number of patrons are regularly unable to participate in field trips due to the current vehicle's passenger capacity.

To expand transportation services and accommodate the continued growth in participation, staff is requesting approval to purchase a Ford F-600 Kavlyr 28-passenger bus (2026 model) equipped with a custom onboard restroom. The proposed vehicle would replace the existing 2017 Forest River 22-passenger bus while increasing passenger capacity by six additional seats. The increased capacity would allow the Senior Center to accommodate more patrons on each trip, reduce the number of individuals placed on standby, and provide greater flexibility when planning group outings beyond the regular field trip program. The additional seating could also create opportunities to expand other transportation-based programs, such as the Senior Center's Summer Camp program, by allowing more participants to attend off-site activities and outings. The up-to-date onboard restroom would further improve passenger comfort and convenience, particularly during longer trips.

The purchase of a new bus will:

- Continue to provide reliable transportation for Senior Center field trips, outings, and special programs.
- Increase transportation capacity and allow more patrons to participate in Senior Center activities.
- Reduce the number of patrons placed on standby due to limited seating capacity.
- Improve passenger comfort and convenience, particularly during longer trips, through the inclusion of an up-to-date onboard restroom.

- Reduce ongoing maintenance and repair costs associated with the aging 2017 vehicle.
- Allow the Senior Center to continue expanding its transportation program as participation and program offerings grow.

Staff recommends the purchase of a Ford F-600 Kavlyr 28-passenger bus (2026 model) with a custom restroom to replace the existing 2017 vehicle and maintain the department's ability to provide transportation for senior programs.

Irwindale Municipal Code Section 3.44.080 (E) states that the city council can dispense with bidding when cooperative purchasing provides an advantage of large-scale buying may be obtained. Due to the purchasing power of a large entity, such as Sourcewell, local governments realize substantial discounts on purchases that apply to these contracts. The selection of Davey Coach Sales was made based on the quotes provided to staff and the award of contract 081325-DAV from Sourcewell on November 12, 2025, with an expiration date of November 13, 2029. For these reasons, waiving the formal bidding process is in the best interest of the city.

Upon approval by the City Council, a standard purchase agreement and purchase order will be prepared by the City's Purchasing Office and signed by the City Manager in order to complete the purchase of these vehicles.

The existing bus is still in good working condition and will be traded into Davey Coach to offset the cost of the purchase of the Ford F-600 Kavlyr 28-passenger bus (2026 model).

Fiscal Impact:

The full purchase price of the Ford F-600 Kavlyr 28-passenger bus (2026 model) is \$249,420.59, which includes the \$7,000 trade-in value for the City's current 2017 Forest River 22-passenger with Davey Coach Sales. Therefore, the final cost to purchase the 28-passenger bus, which includes a custom restroom and graphics for the sides, rear, and front of the bus, is \$249,420.59.

Adoption of Resolution No. 2026-79-3888 authorizes the Finance Director to amend the FY 2026-2027 budget by appropriating \$249,500 from the General Fund reserves for the purchase of this bus.

Attachments:

1.	9-9-2026 Purchase of Senior Center Bus - QUOTE
2.	9-9-2026 Purchase of Senior Center Bus - RESOLUTION (2191033.1)



DAVEY COACH

7182 Reynolds Drive, Sedalia, CO 80135



Sales Contact:	Daniel Donaldson
Email:	DanielD@DaveyCoach.com
Cell:	213-268-2647
Office:	303.683.9500
Fax:	303.683.6008

Date	Wednesday, August 12, 2026
Customer Name	City of Irwindale - Sourcewell #28712
Contact	Elizabeth Rodriguez
Street Address	5050 North Irwindale Ave
City	Irwindale
State	CA
Zip	91773
Phone	626-430-2200
Email	erodriguez@irwindaleca.gov

CHASSIS STANDARD FEATURES:

PAINT: OXFORD WHITE • ENGINE: 7.3L V8 • TRANSMISSION: 6 SPD AUTO • SHUTTLE BUS PREP PKG • CRUISE CONTROL • FRONT LICENSE PLATE • FRONT MANUAL DRIVER'S SEAT-GRAY CLOTH • RADIO: AM/FM/USB • DUAL HD BATTERIES • LIGHTS: DAYTIME RUNNING • SPEAKER - 4 CAB

BUS BODY STANDARD FEATURES:

HIGH LEVEL ENTERPRISES - KAVLYR • WELDED STEEL CAGE • WELDED PERIMETER STEEL FLOOR FRAME SUPPORTED BY REINFORCED CROSSMEMBERS • RE-ROUTE EXHAUST TO DRIVER'S SIDE • ALUMINUM FENDER FLARES • DRIVE SHAFT GUARD • REAR MUD FLAPS • ONE PIECE IMPACT GUARD ROOF • PRESSURE LAMINATED ONE PIECE SIDEWALLS • STEEL REINFORCED FIBERGLASS REAR BUMPER • PERFORMMAX 500 PANEL WITH OVATION OVERLAY SUBFLOOR • SOLID FOAM WALL INSULATION • ONE PIECE COMPOSITE FRONT & REAR CAPS • FIXED GLASS SOLID WINDOWS • ENTRANCE DOOR - 36" ELECTRIC BI-FOLD DOOR (IN BODY DOOR) • LED STOP/TAI/TURN LIGHTS • RED REFLECTORS • LED RUNNING AND CLEARANCE LIGHTS PER FMVSS 108 • LED BACKUP LIGHTS & LED LICENSE PLATE LIGHTS • VELVAC MANUAL EXTERIOR MIRRORS (L & R) • OVERALL WHITE PAINT • NITROGEN TIRE INFLATION • AMPHENOL AND MOLEX CONNECTORS • DURABLE BRIGHT WHITE REINFORCED FIBERGLASS CEILING AND SIDEWALLS • ABS WHEEL WELL COVERS • MODESTY PANEL & ANGLED HAND RAIL AT LEFT OF ENTRANCE DOOR, GRAB BAR (36") AT RIGHT OF ENTRANCE DOOR • OPERATOR-FRIENDLY LIGHTED SWITCH PANEL • STATE OF THE ART ELECTRICAL PANEL WITH PRINTED CIRCUITRY • COLOR-CODED HIGH TEMP GXL WIRING HARNESS WITH POSITIVE-LOCK, WEATHERPROOF CONNECTORS • 3" ROUND LED CONVENIENCE LIGHTING IN CAB AND STEPWELL • 3" ROUND LED DOME LIGHTS • NOTE - SOME OPTIONAL EQUIPMENT WILL NEGATE THE USE OF STANDARD EQUIPMENT LISTED ABOVE

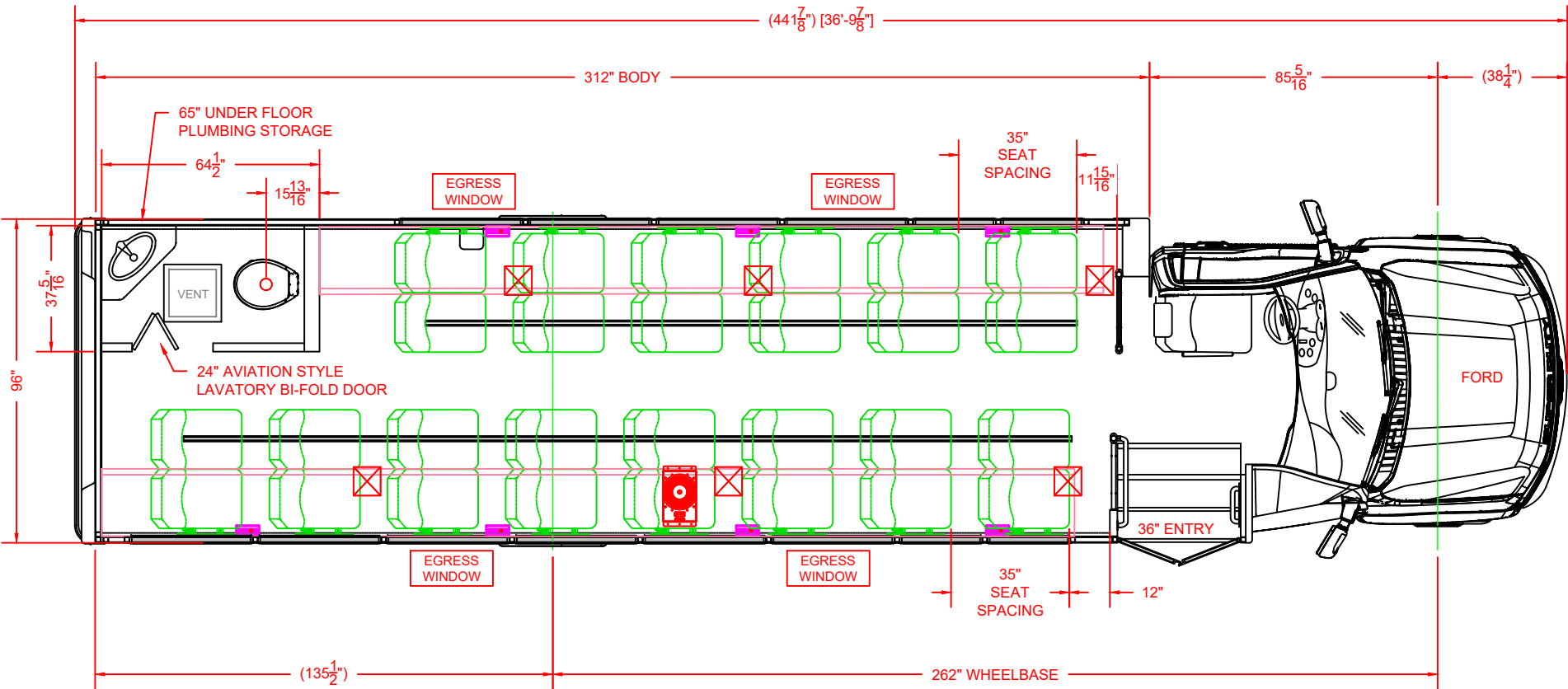
GENERAL OPTIONS:

MODEL	Kavlyr	GRAPHICS COLOR	NA
INTERIOR TRIM COLOR	Gray Vinyl	SEAT FABRIC	Vinyl
FLOOR COLOR	Altro Manor Oak	PASSENGER CAPACITY	28 Passenger
EXTERIOR BODY COLOR	White		
EXTERIOR SKIRT COLOR	White		

DESCRIPTION

Bus Model:	
HLE COACH - FORD F600, Gas Engine	
HLE-36: 262" WHEELBASE, 312" BOX BODY	
Warranty:	
HLE 5 YEAR / 100,000 MILE LIMITED WARRANTY	
Chassis:	
CHASSIS EXHAUST TAILPIPE EXITING OEM LOCATION - FORWARD OF REAR WHEELS CURBSIDE	
MOR-RYDE SRS REAR SUSPENSION, F600 (SUBJECT TO WEIGHT ANALYSIS APPROVAL)	
EXTERIOR MIRROR SET, REMOTE/HEATED - FORD	
POWDERCOATED STEEL REAR BUMPER WITH FILLER PANEL	
EXTERIOR PAINT & GRAPHICS:	
ALL FIBERGLASS/COMPOSITE EXTERIOR	
EXTERIOR LIGHTS:	
DOT EXTERIOR LED LIGHTING AND REFLECTORS	
RECESSED MOUNT LED ENTRY DOOR EXTERIOR LIGHT	
LED REAR CENTER MOUNT BRAKE LIGHT, 6" OVAL	
LED MID-SHIP TURN / MARKER LIGHTS	
INDEPENDENT RED BRAKE & AMBER TURN SIGNAL LIGHTS	
LED LIGHT IN ENGINE AREA	
INTERIOR SIDEWALL / REARWALL / CEILING:	
SIDEWALL:	GRAY VINYL
REARWALL:	GRAY VINYL
CEILING:	GRAY Fabric
DRIVER AREA:	GRAY PADDED VINYL
COVE FLOORING ON SIDEWALL TO SEAT TRACK - FLOORING COVERING	
POWDERCOAT BODY STRUCTURE	
DOORS/HATCH/WINDOWS:	
PASSENGER DOOR ELECTRIC (STANDARD); INTERIOR LIGHT; (1) STEP LIGHT	
PASSENGER DOOR 36" ROUGH OPENING (STANDARD)	
STEEL ENTRY DOOR PORTAL WITH STEP WELL	
FLOORING: **FLOORING PRICED PER FOOT (BOX BODY LENGTH)**	
ALTRO WOOD SAFETY FLR, COLOR MANOR OAK	
SUB-FLOOR - PERFORMMAX 500 PANEL FLOORING	
ALUMINUM STEP NOSING WITH WHITE INSERT - STANDARD	
RAISED FLOOR WITH EXTRA STEP UP BEHIND DRIVER	
INTERIOR:	
J-CHANNEL IN LIGHT BAR FOR 11" ADS - YOU MUST INDICATE BELOW IF YOU WANT THE LIGHTS MOVED FROM THE LIGHT BAR TO THE CEILING TO FACILITATE THIS. OTHERWISE, LIGHTS WILL NOT BE MOVED.	
DRIVER COAT HOOK	
INTERIOR LIGHTS:	
INTERIOR LED DOME LIGHTS (31-35FT = 6 LIGHTS; 36-39FT = 8 LIGHTS; 40+FT = 10 LIGHTS)	
DOOR ACTIVATED INTERIOR LIGHTS WITH 5 SECOND DELAY	
ELECTRICAL:	
SWITCH PANEL STANDARD	
INTERMOTIVE FLEXTECH PROGRAMMABLE ELECTRICAL SYSTEM	
STANDARD SYSTEM - FORD CHASSIS - NO LIFT	

DESCRIPTION			
LAMINATED WIRING SCHEMATIC ****AS BUILT*** ON ELECTRICAL PANEL DOOR			
WIRING DIAGRAM "AS BUILT" ON USB FLASH DRIVE			
TRANS/AIR CLIMATE CONTROL OPTIONS:			
TRANS/AIR CLIMATE CONTROL SYSTEM: DUAL FLUSH MOUNT FM55 EVAPORATORS / DUAL SIDE SKIRT CONDENSERS -			
135K TOTAL BTU SYSTEM			
R23F886565721 FORD 7.3L ENGINE - F600 SPECIFIC			
HEATERS:			
HOT WATER HEATER, 65K BTU FLOOR MOUNTED, 2 SPEED LOW PROFILE, MANUAL SHUT OFF VALVES			
HEATER CIRCULATION BOOSTER PUMP			
INSULATED HEATER AND A/C HOSES			
AUDIO/VISUAL:			
FORD OEM RADIO ORDERED ON CHASSIS			
4 SPEAKERS WITH WIRE TO CHASSIS OEM RADIO (IF SUPPLIED)			
LUGGAGE RACK / STORAGE:			
OVERHEAD LUGGAGE RACK WITH LIGHTS - BOTH SIDES PER BODY MODEL FOOT			
GRAB RAIL / STANCHION / PANELS:			
RIGHT HAND GRAB RAIL MOUNTED FROM ENTRY DOOR PORTAL TO DRIVER BULKHEAD, PARALLEL TO ENTRY STEPS - 1-1/4"			
LEFT HAND STANCHION AND MODESTY PANEL AT ENTRY DOOR, WITH GRAB RAIL PARALLEL TO ENTRY STEPS			
STANCHION AND MODESTY PANEL BEHIND DRIVER			
ADD TINTED PLEXIGLASS UPPER PANEL		LOCATION: DRIVER	
OEM STANDARD DRIVER / CO-PILOT SEATING:			
OEM DRIVER'S SEAT ORDERED ON CHASSIS			
FREEDMAN SEATING PASSENGER:			
HIGH DOUBLE FIRENZE SEAT			
SEAT COVER - LEVEL 5 MILANO BLACK			
SEAT OPTIONS			
RITZ UPHOLSTERED ARMREST - EACH		LOCATION: ALL SEATS	
ADD DUAL USB OUTLET - PER DOUBLE SEAT			
SEAT BELTS			
SEAT BELT, NON-RETRACTABLE - STANDARD			
FREEDMAN SEATING UPHOLSTERY COLOR			
DRIVER / CO-PILOT SEATS:		OEM - NO ACTION TAKEN	
PASSENGER SEATS:		FIRENZE LEVEL 5 - MILANO BLACK	
ACCESSORIES			
SAFETY OPTIONS:			
5 LB FIRE EXTINGUISHER			
25 UNIT FIRST AID KIT			
EMERGENCY TRIANGLE KIT			
BACK-UP ALARM SAE TYPE C 97 DB(A)			
LCD COMBO REARVIEW MIRROR/MONITOR BACKUP CAMERA KIT			
INTERIOR FLAT MIRROR, 6" X 16" (N/A ON DUAL DOOR CHASSIS)			
DECAL SET "PLEASE WATCH YOUR STEP" - AT ENTRY STEPS AND RAISED FLOOR IF EQUIPPED			
DECAL "VEHICLE HEIGHT STICKER"			
ALL EMERGENCY EXIT DECALS AS REQUIRED BY FMVSS STANDARDS			
ADDITIONAL OPTIONS:			
LAVATORY, INCLUDES CHINA RV STYLE TOILET, BASE CABINET W/ STAINLESS STEEL OVAL SINK/ FAUCET, WATER HEATER, 12V WATER PUMP, WATER FILL, TANK MONITOR PANEL, BLACK HOLDING TANK, FRESH WATER TANK, TANK HEATER PADS, POWER ROOF VENT, PAPER TOWEL, SOAP AND TOILET PAPER DISPENSERS AND STARTER PACKAGE: SEWER HOSE/ WATER HOSE / DEODOR/SANT/TP, 24" AVIATION STYLE			
LAVATORY BI-FOLD DOOR			
UNDERBODY STORAGE BOX 65" , 65" L X 26" D x 20" H			
NOTE: LAVATORY REQUIRES TO HAVE 65" STORAGE COMPARTMENT FOR PLUMBING			
VR-5650 AM/FM/CD/DVD/BT RADIO WITH PA SYSTEM AND MIC AND INCLUDES 6 - 15.6" HD LCD MONITORS			
Graphics - partial wrap on sides, rear and front cap			
Thank you for the opportunity to present this pricing. If all specifications have been considered and are accurate, please sign below and return this quotation to your Davey Coach representative, listed above, via email or fax.		Quoted Cost	
Date:	Customer Signature:	Bus and Options Total	\$229,505.00
		Doc/Tire/Battery Fees	\$454.50
		Sourcewell Discount	(\$3,500.00)
		Graphics	\$5,700.00
		Sub Total	\$232,159.50
		Sales Tax 10.75%	\$24,203.09
If any changes are required, or we can address any questions or concerns, please contact the Davey Coach representative listed above. All discounts and pricing are subject to change without notice. Thank you for your business!		Registration	\$58.00
		Trade-In	(7,000.00)
		Amount Due at Delivery	\$249,420.59



VIEW: FLOOR PLAN

SALESPERSON		DEALER/COMPANY			CLIENT		COPYRIGHTED	DRAWN BY		DRAWING NUMBER		
DYLAN MIDDLETON		BEST BUS SALES			TRANSIT		8/4/2026	TNT		HLE 926-50322 REV A		
MAKE	FORD F600	MODEL	HLE-37 TRANSIT BUS	DESCRIPTION	262/312; 28 PASSENGER; REAR BATH				REVISION	REL	PAGE	1 OF 4



Not Actual Bus and Final Product May Differ



RESOLUTION NO. 2026-78-3888

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE WAIVING THE FORMAL BIDDING PROCEDURES PURSUANT TO IRWINDALE MUNICIPAL CODE SECTION 3.44.080 (E), AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PURCHASE AGREEMENT FOR THE PURCHASE OF A FORD F-600 KAVLYR 28-PASSENGER BUS FOR IRWINDALE SENIOR CENTER

WHEREAS, the Irwindale Senior Center currently has a 2017 Forest River Bus 22-passenger bus that is over 9 years old and has been utilized to transport patrons to field trips, annual club outings, and for various specialized one-time trips; and

WHEREAS, this bus capacity does not adequately meet the needs of the growing Senior Center, resulting in limited availability and the potential exclusion of patrons from participating in various programs and activities; and

WHEREAS, staff is requesting approval to purchase a Ford F-600 Kavlyr 28-passenger bus (2026 model) equipped with a custom onboard restroom to increase passenger capacity and improve the comfort and accessibility of transportation for Senior Center patrons; and

WHEREAS, Irwindale Municipal Code Section 3.44.080 (E) states that the city council may dispense with bidding when, “through cooperative purchasing with the state, the county, and other public agencies, the advantages of large-scale buying may be obtained; and

WHEREAS, staff proposes to purchase the vehicle by a cooperative purchase through Sourcewell, a service cooperative created by the Minnesota legislature as a local unit of government (Minn. Const. art. XII, sec. 3); and

WHEREAS, education and government entities, as well as nonpublic schools and nonprofit organizations, may participate with Sourcewell as a participating agency for cooperative purchases; and

WHEREAS, the selection of Davey Coach Sales was made based on its award of contract #081325-DAV from Sourcewell on November 12, 2025, and quotes obtained by staff; and

WHEREAS, the City Council now desires to dispense with formal bidding procedures pursuant to IMC section 3.44.080 (E), authorize the issuance of a purchase order to, and execution of a purchase agreement with, Davey Coach Sales for the purchase of a Ford F-600 Kavlyr 28-passenger bus (2026 model).

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

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

SECTION 2. The City Council of the City of Irwindale hereby finds that a cooperative purchase through Sourcewell, a service cooperative created by the Minnesota legislature as a local unit of government (Minn. Const. art. XII, sec. 3), is authorized pursuant to Irwindale Municipal Code Section 3.44.080 (E) due to the advantage of large-scale buying, including substantial discounts on the purchase price that may be obtained.

SECTION 3. The City Council of the City of Irwindale hereby waives the formal bidding process for the purchase a Ford F-600 Kavlyr 28-passenger bus (2026 model) pursuant to Irwindale Municipal Code Section 3.44.080 (E), and authorizes the issuance of a purchase order for the same.

SECTION 4. The City Council of the City of Irwindale hereby authorizes the City Manager to enter into a purchase agreement with Davey Coach Sales, in the amount of \$249,420.59 for the purchase of a Ford F-600 Kavlyr 28-passenger bus (2026 model). City staff are hereby authorized to take all reasonable steps necessary to carry out the intent of this Resolution.

SECTION 5. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or the application thereof to any person or circumstances, is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the application of any other section, subsection, sentence, clause, phrase, or portion of this Resolution, and to this end the invalid or unconstitutional section, subsection, sentence, clause, phrase of this Resolution are declared to be severable. The City Council hereby declares that it would have adopted this Resolution and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.

SECTION 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 9TH day of September 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. 2026-78-3888 duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 9th day of September 2026, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

City of
IRWINDALE
AGENDA REPORT

Date: September 9, 2026

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Waive Formal Bidding Procedures and Approve Purchase and Installation of Door Card Readers, Video Cameras, and ADA Accessible Door Retrofit Equipment for the City Hall ADA & Access Control Entrance Upgrade CIP Project Through Cooperative Purchasing Arrangement

City Manager's Recommendation:

That the City Council **adopt Resolution No. 2026-80-3890, entitled:** "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE WAIVING FORMAL BIDDING PROCEDURES PURSUANT TO IRWINDALE MUNICIPAL CODE SECTION 3.44.080(E), AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER WITH ACCESS TECH SECURITY FOR THE PURCHASE AND INSTALLATION OF DOOR CARD READERS, VIDEO CAMERAS, AND ADA ACCESSIBLE DOOR RETROFIT EQUIPMENT FOR THE CITY HALL ADA & ACCESS CONTROL ENTRANCE UPGRADE CIP PROJECT."

Administrative Action:

Submitted/Prepared by:

Eddie Chan, Director of Engineering/Building Official



Reviewed by:

Jamie Koontz, Assistant City Attorney

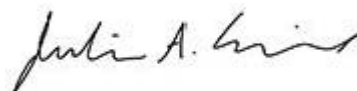


Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The City Hall ADA & Access Control Entrance Upgrade Project is identified in the City's Capital Improvement Program (CIP). The City Hall entrance doors provide primary public access to City administrative offices, public counters, police stations and other municipal services. As a public facility, City Hall must provide an accessible route and accessible entrance for individuals with disabilities in accordance with applicable accessibility requirements.

The proposed improvements include installation of ADA-compliant automatic door push-button systems at each of three entrances (Police Station, Council Chamber, and the City Clerk's Office). The improvements will also include building security and operational control through the installation of an electronic access control system. The system will allow authorized staff to access secured areas using City-issued key fobs, improving security management.

The City Hall facility is equipped with access control doors and security cameras manufactured by Verkada. Staff recommends purchasing and installing Verkada card readers and security cameras to maintain compatibility with the existing system. Access Tech Security has provided a quote in the amount of \$69,691.43 for the purchase and installation of the equipment for this project.

Irwindale Municipal Code Section 3.44.080(E), outlines that bidding may be dispensed with when, through cooperative purchasing with the state, the county, and other public agencies, the advantages of large-scale buying may be obtained. The quote provided by Access Tech Security meet this requirement of the municipal code section. Organization for Educational Technology and Curriculum (OETC) ETC offers a Dealer Program that provides select reseller parties the ability to sell to OETC members using the OETC-21B-Camera&Video-Verkada contract. Access Tech Security is an authorized dealer and provided the quotes under the OETC-21B-Camera&Video-Verkada contract.

Fiscal Impact:

Funding for this Project is included in the FY 2026-2027 adopted budget (CIP No. 8253 - City Hall ADA & Access Control Entrance Upgrade) in the amount of \$111,238. The anticipated cost for this Project is \$80,145.15 (\$69,691.43 + \$10,453.72 (15% Construction Contingency)).

Attachments:

1.	Resolution No. 2026-80-3890
2.	CA-Municipality-Irwindale ACCESS TECH SECURITY ESTIMATE #1403
3.	OETC Contract #OETC-21B-Camera&Video-Verkada (1)

RESOLUTION NO. 2026-80-3890

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE WAIVING FORMAL BIDDING PROCEDURES PURSUANT TO IRWINDALE MUNICIPAL CODE SECTION 3.44.080(E), AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER WITH ACCESS TECH SECURITY FOR THE PURCHASE AND INSTALLATION OF DOOR CARD READERS, VIDEO CAMERAS, AND ADA ACCESSIBLE RETROFIT EQUIPMENT FOR THE CITY HALL ADA & ACCESS CONTROL ENTRANCE UPGRADE CIP PROJECT

WHEREAS, The City Hall ADA & Access Control Entrance Upgrade Project is identified in the City's Capital Improvement Program (CIP); and

WHEREAS, The City Hall facility is equipped with access control doors and security cameras manufactured by Verkada. Staff recommends purchasing and installing Verkada card readers and security cameras to maintain compatibility with the existing system; and

WHEREAS, Irwindale Municipal Code Section 3.44.080(E), outlines that bidding may be dispensed with when through cooperative purchasing with the state, the county, and other public agencies, the advantages of large-scale buying may be obtained. The quote received for the access control doors, security cameras, and ADA accessible retrofit equipment meet this requirement of the municipal code section; and

WHEREAS, Organization for Educational Technology and Curriculum (OETC) offers a Dealer Program that provides select reseller parties the ability to sell to OETC members using the OETC-21B-Camera&Video-Verkada contract. Advanced Tech Security is an authorized dealer and provided quotes under OETC-21B-Camera&Video-Verkada contract.

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

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

SECTION 2. This City Council hereby waives the formal bidding process and finds that a cooperative purchase through OETC is authorized pursuant to Irwindale Municipal Code Section 3.44.080(E) and authorizes the issuance of a Purchase Order for the purchase and installation of access control doors, security cameras, and ADA accessible door retrofit equipment for an amount of \$69,691.43, plus 15% construction contingency equaling \$10,453.72.

SECTION 3. If any section, subsection, sentence, clause, phase, or portion of this Resolution, or the application thereof to any person or circumstances, is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the application of any other

Resolution No. 2026-80-3890

Page 1

section, subsection, sentence, clause, phrase, or portion of this Resolution, and to this end the invalid or unconstitutional section, subsection, sentence, clause, phrase of this Resolution are declared to be severable. The City Council hereby declares that it would have adopted this Resolution and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.

SECTION 4. This Resolution shall take effect immediately and the Chief Deputy City Clerk shall attest to the adoption of this Resolution.

PASSED, APPROVED and ADOPTED this 9th day of September 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. 2026-80-3890 duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 22nd day of October 2025, by the following vote:

YES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk



Access Tech Security

License #: 977166
1761 E. Washington Blvd.
Pasadena, California 91106
access.tech

Estimate #1403

CA-Municipality-Irwindale
5050 Irwindale Avenue
Irwindale, California 91706

Date: Jul 6, 2026
Expiration Date: Aug 31, 2026
Status: Estimate

Option 1

OETC-21B-Camera&Video

This estimate is prepared in compliance with OETC Contract #OETC-21B-Camera&Video, as required by the City of Irwindale. The final purchase order (PO) will also reference this contract number.

The labor costs for this estimate have been calculated based on prevailing wage rates.

Item	Unit Price	Quantity	Amount
Verkada BOM		1	\$4,757.40
AD34-HW	\$244.30	2	\$488.60
AD34 Door Reader			
TD53-HW	\$1,399.30	1	\$1,399.30
TD53 Video Intercom Reader			
ACC-INT-COND-2	\$279.30	1	\$279.30
Conduit Surface Mount for TD53			
LIC-TD-3Y-CAP	\$839.30	1	\$839.30
3-Year Intercom License, Capacity Increase			

Item	Unit Price	Quantity	Amount
LIC-AC-3Y-CAP 3-Year Door License, Capacity Increase	\$419.30	2	\$838.60
LIC-TX-3Y-CAP 3-Year Desk Station License, Capacity Increase	\$524.30	1	\$524.30
ACCX-TBL-STD-1 iPad Stand	\$39.00	1	\$39.00
ACCX-TBL-3 Apple 11-inch iPad, 128GB	\$349.00	1	\$349.00

Hardware		0	\$37,626.29
Double Door MAGLOCK 1200LBS Double Door MAGLOCK 1200LBS 10MAGLOCK5UL Includes Z-Bracket Mounts and related mounting hardware Includes built-in DPS	\$1,221.35	3	\$3,664.05
Securitron AKG Adhesive Kit for Glass Door Bracket Securitron AKG is an adhesive kit for Securitron Glass Door Bracket. The AKG permanently bonds to the glass using a special industrial adhesive.	\$197.99	6	\$1,187.94
Dormakaba ED900PR-J8 Dormakaba ED900PR-J8 Low Energy Swing Door Operator Pair for Double Doors – Push-Side, Top Jamb Mount	\$9,399.33	3	\$28,197.99

Item	Unit Price	Quantity	Amount
Dormakaba WS1 Wired Wall Switch	\$260.00	6	\$1,560.00
• Satin stainless steel wall plate with blue engraving • 6" x 6" wall plate • Fits standard 4" x 4" electrical box			
REX Request To Exit Button	\$107.33	3	\$321.99
REX Request To Exit Button			
Pedestal Pro HD-BLACK-TOWER	\$447.67	1	\$447.67
• Height: 48" • Package Contents: 48" Tower Pedestal Heavy Duty Base Plate Sliding Cover Plate • Height (mm): 1219.2 • Material: Carbon Steel • Color: Black Wrinkle • Application/Usage: Automatic Gate, Door, Parking Lot, Vehicle • Device Supported: Access Control System, Biometric Reader, Camera, Housing, Intercom, Keypad, • Push Button, Telephone Entry System • Weight (Approximate) (g): 15875.733 • Features: Heavy Duty, UV Resistant, Vandal Resistant, Weather Resistant, Wind Resistant • Product Type: Mounting Pedestal • Limited Warranty: 60 Day • Mount Pattern: Universal • Finishing: Polyester Powder Coat, Triglycidyl Isocyanurate Polyester (TGIC) • Packaged Quantity: 1 • Weight (Approximate): 35 lb • Country of Origin: China			
Altronix AL600ULACM Access Power Controller / Supply	\$469.71	3	\$1,409.13
6A power supply and charger with selectable 12/24VDC output. Provides 8 fused outputs for locks, strikes, and other access devices. Features battery backup, fire alarm interface, supervision, and LED status indicators in a wall-mount enclosure.			
PEDESTAL PRO Pedestal Neck Extension	\$209.38	4	\$837.52
For Use With Gooseneck Pedestals, 4 in Overall Ht, Black Overall Length 12"			
Shipping & Handling	\$774.00	1	\$774.00
Non-Verkada Hardware			

Item	Unit Price	Quantity	Amount
Labor, Materials, and Programming	\$19,550.00	1	\$19,550.00
Access Tech Security will provide all labor, materials, and installation services required for the complete deployment, installation, integration, and commissioning of the access control, maglock, automatic door operator, ADA actuator, intercom, reader, and related low-voltage systems across three (3) double glass door assemblies at the City of Irwindale facilities. All work will be performed in accordance with applicable ADA/ANSI A117.1, NFPA 72, NEC, California Fire Code, and local building code requirements. The City of Irwindale will furnish and install the primary low-voltage banana cabling runs to each opening, wall-mounted gooseneck head location, and pedestal location, and will leave these cable runs coiled above each door, at each gooseneck head location, and at the pedestal for Access Tech Security to utilize. Access Tech Security's scope includes re-routing, dressing, securing, and terminating this City-provided cabling as detailed below. Access Tech Security will be responsible for trenching approximately five (5) feet for the middle double-door pedestal location only. Any additional trenching, saw-cutting, backfilling, concrete patching, surface restoration, or pathway creation beyond this specific five-foot pedestal trench is excluded from this scope unless otherwise noted or approved through a formal change order. Installation of (3) Double-Door Maglocks • Furnish and install (3) double-door fail-safe maglock assemblies, using the proper adhesive glass mounting kits for full-glass doors to ensure secure, clean, and non-invasive installation. • Precisely align magnet housings and armatures for maximum holding force and long-term reliability. • Utilize City-provided banana cabling left coiled above each door, re-routing and dressing the conductors through door mullions or code-compliant surface molding, keeping all conductors concealed and secured for a clean, professional appearance. • Integrate each maglock with the Verkada AC62 lock relays and Altronix power supply to ensure proper release sequencing and fail-safe operation. Installation of (3) DormaKaba ED900PR-J8 Automatic Low-Energy Operators • Install and program (3) DormaKaba ED900PR-J8 low-energy automatic swing door operators, mounting each unit in accordance with ADA requirements and manufacturer specifications. • Configure door operator open/close speeds, hold-open timing, obstruction detection, and ADA low-energy functionality for smooth and compliant operation. • Utilize City-provided cabling for operator control where applicable, re-routing from the coil above the opening to the operator and control points. • Configure each automatic door operator for proper ADA push-to-open operation once the associated maglock has been released, ensuring the door operator does not force against a locked door condition. Installation of (6) ADA Push-to-Open Actuators • Install a total of six (6) ADA push plates, consisting of three (3) exterior ADA push plates and three (3) interior ADA push plates, with one interior and one exterior actuator provided for each double-door entrance. • Mount all ADA actuators at ADA-compliant height, reach range, and lateral clearance requirements. • Install one exterior ADA actuator on a Pedestal Pro HD-Black-Tower at the middle double-door entrance, securely anchoring and mounting the pedestal to ensure long-term stability and weather resistance. • Access Tech Security will trench approximately five (5) feet for the middle double-door pedestal pathway, route the required low-voltage cabling through the pathway, and complete all related device-side terminations. • Install wall-mounted gooseneck heads at the left double-door entrance and right double-door entrance for the respective access control/intercom hardware to be mounted on. • Utilize City-provided cabling and pathways where applicable to route ADA actuator cabling and reader/intercom cabling from the coils left at the door, pedestal, and wall-mounted gooseneck head locations. • All cabling will be neatly dressed, secured, and terminated by Access Tech Security. Any backfilling, concrete patching, surface restoration, or additional saw-cut work beyond the five-foot pedestal trench noted above is excluded unless otherwise approved in writing.			

Item	Unit Price	Quantity	Amount
Installation of (3) Interior Request-to-Exit (REX) Stations • Install (3) interior REX push buttons, each mounted at ADA-compliant height and positioned outside of the door swing arc. • Utilize City-provided banana cabling where available, re-routing from the coil above the opening to the REX station location. • Wire each REX station into the AC62's REX input to immediately de-energize the maglock for safe and code-compliant egress. Installation of (3) Door Position Sensors (DPS) • Install surface-mounted or concealed Door Position Sensors on all three double-door assemblies. • Re-route and terminate City-provided DPS cabling from the coil above each opening to the sensor location and back to the AC62 as required. • Integrate DPS wiring into the AC62 to support forced-door monitoring, door-held-open alerts, lock sequencing, operator coordination, and accurate event logging. Installation & Replacement of Verkada Intercom and Readers • Remove the existing Verkada TD52 intercom and replace it with the new Verkada TD53, utilizing existing wiring infrastructure and/or City-provided cabling where appropriate. • Install (2) new Verkada AD34 card readers, including one at the pedestal location and one at a secondary controlled entrance, routing reader cabling using the City's pre-run banana cabling and pathways where applicable. • Install wall-mounted gooseneck heads at the right double-door and left double-door locations to provide a clean, accessible, and professional mounting point for the designated Verkada reader/intercom hardware. • Install all required surface-mount conduit fittings, wall-mount hardware, device backboxes, and related accessories as needed to maintain clean, code-compliant cable routing at reader and intercom locations. Installation of Access Control Power Supply & Fire Alarm Integration • Install Altronix AL600ULACM or equivalent power supply to power all electrified hardware, including maglocks. • Integrate the Fire Alarm Control Panel (FACP) using a normally-closed fire alarm relay so that all maglocks fail-safe and unlock automatically during a fire alarm event, AC power loss, or power supply failure. • Verify proper fail-safe behavior by testing lock release under simulated alarm and power-loss conditions. Cabling, Termination, System Programming & Commissioning • Utilize the City of Irwindale's pre-installed low-voltage banana cabling runs, which will be routed by the City and left coiled above each door, at the pedestal location, and at the wall-mounted gooseneck head locations. • Access Tech Security will re-route, dress, secure, and terminate City-provided conductors at all devices, including maglocks, operators, ADA actuators, readers, intercoms, DPS, REX stations, the AC62 controller, and the Altronix power supply. • Access Tech Security will trench approximately five (5) feet for the middle double-door pedestal location only. Any additional low-voltage cabling, conduit infrastructure, trenching, saw-cutting, backfilling, concrete patching, or surface restoration beyond this defined scope is expressly excluded and will require a change order if later requested. • Program and commission the Verkada AC62, AD34 readers, TD53 intercom, DPS inputs, REX stations, ADA operator triggers, and maglock release logic. • Test all system functions, including access-granted sequences, ADA operator activation, intercom unlock controls, REX egress, forced-door alerts, and fire alarm fail-safe behavior. • Provide final operational verification and user training at project completion. Labor is billed at prevailing wage rates and encompasses all miscellaneous hardware, consumables, transportation, technician travel/mileage, mobilization, and other project-related costs associated with the scope above. The City of Irwindale is responsible for providing the primary low-voltage banana cabling runs, conduit/pathways where applicable, and any saw-cutting, trenching, backfilling, concrete patching, and surface restoration not specifically included in Access Tech Security's scope above. No work outside of the defined scope above will be performed without prior written approval or a formal change order.			

Item	Unit Price	Quantity	Amount
Bonding Fee & Licenses	\$2,664.23	1	\$2,664.23
• Bid Bond • Performance Bond • License Fees			

Thank you for your business!

Subtotal	\$65,371.92
Tax (10.75%)	\$4,319.51
Total	\$69,691.43



471 High Street SE
Suite 10
Salem, Oregon 97301

oetc.org
(800) 650-8250
Fax: (503) 625-0504

OETC-21B-Camera&Video-Verkada

This Contract is made and entered into by the Organization for Educational Technology and Curriculum (hereinafter "OETC"), 471 High Street SE, Suite 10-Creekside, Salem, OR 97301 and Verkada, Inc. (hereinafter "Contractor").

Contractor Information

Verkada, Inc.	405 E 4th Ave.
Company Name	Street Address
81-3505155	San Mateo, CA 94401
Tax Identifier	City, State ZIP
Bailee Davis	bailee.davis@verkada.com
Contract Contact	Email
(925) 330-8392	
Phone Number	

Contract Details

Effective Date:	June 24, 2021
Expiration Date:	June 23, 2024
Renewal Options:	3 years
Products Awarded:	Security Cameras, Access Control, Sensors, Installation
Payment Terms:	Net 30
Minimum Order:	None
Freight Terms:	F.O.B. Freight on board, pre-paid
Administrative Fee:	2%



471 High Street SE
Suite 10
Salem, Oregon 97301

oetc.org
(800) 650-8250
Fax: (503) 625-0504

Contract Renewal

Contract Number:	OETC-21B-Camera&Video
Effective Date:	June 23, 2024
Expiration Date:	June 22, 2027
Term:	Three (3) years

This Contract Extension Agreement (“Extension”) is between the Organization for Educational Technology and Curriculum (“OETC”), located at 471 High Street SE, Suite 10, Salem, Oregon 97301, and Verkada, Inc., located at 405 E 4th Ave, San Mateo, CA 94401.

Under the contract, OETC now exercises its option to renew the contract for three (3) years, from June 23, 2024, to June 22, 2027.

Verkada, Inc

Organization for Educational Technology
and Curriculum

Caleb Augustin
Name

Thomas Richards
Name

Head of channel sales
Title

CEO
Title

DocuSigned by:
Caleb Augustin
4571F72A132E4F0...
Signature

Signature

1/22/2024
Date

February 6, 2024
Date

Terms and Conditions

1. **Term and Termination.** This Contract becomes effective on the Effective Date specified in § *Contract Details*. No party shall perform work under this Contract before the effective date. An email notification with a copy of the fully executed contract will be sent to the Contractor email listed above upon execution. At that time, work under the contract may begin.

Unless earlier terminated by either party following 60 days' prior written notice to the non-terminating party, this Contract shall continue through the termination date specified in § *Contract Details*.

This Contract may be renewed for up to an additional three years by amendment signed by both parties.

2. **Cooperative Purchasing.** Pursuant to ORS 279A and the OETC procurement procedures, other public agencies may purchase the awarded goods and services from the awarded Contractor(s), under the terms and conditions of this contract.
3. **Administrative Fee.** The administrative fee is set in § *Contract Details*.
 - a. Contractor will pay an administrative fee on all sales pursuant to this contract.
 - b. The administrative fee must be included in the line item's sales price, and not presented as a separate line item.
4. **Contract Sales Report.** The Administrative fee will be based on total contract sales, which must be reported quarterly by the Contractor.

OETC will provide a template for reporting the sales.

Each sales report must identify every authorized purchaser by name and its total combined sales amount invoiced during the reporting period.

5. **Contract Sales Report Due Date.** Reports must be submitted electronically within 30 days after the end of the calendar quarter.

For sales invoiced during	Due date
CY Q1 (January / February / March)	April 30
CY Q2 (April / May / June)	July 31
CY Q3 (July / August / September)	October 31
Q4 (October / November / December)	January 31

Failure to provide reports in accordance with the schedule above may be cause for contract termination.

6. **Contract Documents.** This Contract consists of these Terms and Conditions and the documents ("Exhibits") listed below in descending order of precedence. A conflict in these documents shall be resolved in the priority listed below.
 - a. Terms and Conditions
 - b. Attached Exhibits
 - c. Amendments to this Contract signed by both parties
 - d. Customer's purchase order

7. **Independent Contractor Status.** By its signature on this contract, Contractor certifies that the service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600, and that Contractor is solely responsible for the work performed under this Contract. Contractor represents and warrants that Contractor, its subcontractors, employees, and agents are not "officers, agents, or employees" of OETC within the meaning of the Oregon Tort Claims Act (ORS 30.260 through 30.300). Contractor shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for services under this Contract.
8. **Subcontracts and Assignment.** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the OETC contract administrator, except (i) to authorized resellers for the purposes of sales to OETC members on Contractor's behalf, and (ii) in the case of a merger, acquisition, or sale of all or substantially all of Contractor's assets, in which case Contractor will provide OETC with at least 10 business days prior notice of such assignment.
9. **Successors in Interest.** This Contract shall bind and inure to the benefit of the parties, their successors, and approved assigns, if any.
10. **Delivery.** The prices are the delivered price to any customer. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contractor.

Delivery charges may be added for:

- a. Shipping to Alaska and Hawaii
- b. Expedited shipping at the request of the customer

Shipping charges may be charged when the charges, combine with special pricing discounts create an overall savings greater than what is required by Exhibit A.

11. **Force Majeure.** Neither party to this Contract shall be held responsible for delay or default caused by fire, riot, acts of God, pandemics, and/or war which is beyond that party's reasonable control. OETC may terminate this Contract after determining such delay or default will reasonably prevent successful performance of the Contract.
12. **Compliance with Applicable Law.** For the products and services provided under this Contract, Contractor shall comply with all federal, state, and local laws applicable to public contracts and the work done under this Contract, and with all regulations and administrative rules established pursuant to those laws.
13. **Indemnification.** Contractor shall defend and indemnify OETC, its officers, directors, employees, and agents from and against all liabilities, losses, expenses, claims, actions, or judgments (including attorney fees) recovered or made against OETC by a third party for any damage, injury, or death to persons or damage to property caused by the grossly negligent or intentional acts or omissions of Contractor, its officers, employees, agents, or subcontractors related to Contractor's performance under this Contract. Contractor's indemnification of OETC extends to conditions created by this Contract or based upon violation of any statute, ordinance, or regulation. This provision is in addition to any common law or statutory liability and indemnification rights available to OETC. Contractor's indemnification of OETC shall not apply to damage, injury, or death caused by the negligent actions of OETC, its officers, directors, employees, or agents. OETC must promptly notify Contractor in writing of any such claim or demand to indemnify and shall cooperate with Contractor in a reasonable manner to defend such claim.

14. **Governing Law and Venue.** The parties agree that Oregon law will govern any dispute related to this Contract, and any litigation arising out of the Contract shall be conducted in courts located in Marion County, Oregon.
15. **Severability.** Waiver of any default or breach under this Contract by OETC does not constitute a waiver of any subsequent default or a modification of any other provisions of this contract. If any term provision of this contract is declared by court of competent jurisdiction to be legal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held invalid
16. **Survivability.** The following rights and duties of OETC and Contractor will survive the expiration or cancellation of the Contract. These rights and duties include, but are not limited to paragraphs: Indemnification, Governing Law, Jurisdiction and Venue and Admin Fees.
17. **Amendments.** Any amendments, consents to or waivers of the terms of this Contract must be in writing and signed by both parties.
18. **Entire Agreement.** When signed by both parties, this Contract (and any attached exhibits) is the final and entire agreement. As the final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the parties, their agents and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.
19. **Notices.** If one party is required to give notice to the other under this Contract, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case signed receipt shall be obtained. A facsimile transmission or email shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to OETC shall be addressed as follows:

OETC c/o Contract Administrator
PO Box 1083
Salem, Oregon 97301
20. **Price Guarantee and Discounts.**
 - a. Contractor and their assigned resellers (if applicable) certify the lowest price offered to an OETC member is available on the OETC contract.
 - b. Discounts in Exhibit A must remain firm or further increased during the term of this Contract.
 - c. At the discretion of the contractor or its resellers further discounts may be offered on case-by-case basis to OETC members
21. **Discontinued Products.** If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product is substantially similar to the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
22. **New Products/Services.** New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is substantially similar to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract.

Signature

I have read this Contract and its attached exhibits, if any. I certify that I have the authority to sign and enter into this contract on behalf of the party I represent and agree to be bound by its terms.

Verkada, Inc

Organization for Educational Technology
and Curriculum

Matthew Gidney

Thomas Richards

Name

Name

Director of Channel

Executive Director

Title

DocuSigned by:

Matthew Gidney

Signature

7/1/2021

Date

Title

Thomas Richards

Signature

7/2/2021

Date



471 High Street SE
Suite 10
Salem, Oregon 97301

oetc.org
(800) 650-8250
Fax: (503) 625-0504

Contract Renewal

Contract Number:	OETC-21B-Camera&Video
Effective Date:	June 23, 2024
Expiration Date:	June 22, 2027
Term:	Three (3) years

This Contract Extension Agreement (“Extension”) is between the Organization for Educational Technology and Curriculum (“OETC”), located at 471 High Street SE, Suite 10, Salem, Oregon 97301, and Verkada, Inc., located at 405 E 4th Ave, San Mateo, CA 94401.

Under the contract, OETC now exercises its option to renew the contract for three (3) years, from June 23, 2024, to June 22, 2027.

Verkada, Inc

Organization for Educational Technology
and Curriculum

Caleb Augustin
Name

Thomas Richards
Name

Head of channel sales
Title

CEO
Title

DocuSigned by:
Caleb Augustin
4571F72A132E4F0...
Signature

Signature

1/22/2024
Date

February 6, 2024
Date

Attachment B: Suspension and Debarment Certification

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

1. The Contractor certifies to the best of its knowledge and believe that it and its principals:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted of or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1. 1.2 of this certification; and
 - d. Have not within a three-year period preceding this response had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this Contract.

Verkada, Inc

Matthew Gidney

Name
Director of Channel

Title
Signed by:

Matthew Gidney

Signature
7/1/2021

Date

Instructions for Certification

1. By signing and submitting this Attachment, the Contractor is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this procurement solicitation. The Contractor shall submit an explanation of why it cannot provide the certification set out below.
3. The certification in this clause is a material representation of fact upon which reliance was placed when OETC executed this Contract. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to OETC and its membership, OETC may terminate this Contract for cause or default.
4. The Contractor shall provide immediate written notice to OETC if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
6. The Contractor agrees it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by OETC.
7. The Contractor further agrees that it may be required to include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by OETC entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available, OETC may terminate this transaction for cause or default.

Attachment C - EDGAR Certification (2 CFR Part 200 and Appendix II)

When an OETC member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or new “EDGAR”). All Vendors submitting proposals must complete this EDGAR Certification Form regarding Vendor’s willingness and ability to comply with certain requirements which may be applicable to specific OETC member purchases using federal grant funds. This completed form will be made available to OETC members for their use while considering their purchasing options when using federal grant funds. OETC members may also require Vendors to enter into ancillary agreements, in addition to the OETC contract’s general terms and conditions, to address the member’s specific contractual needs, including contract requirements for procurements using federal grants or contracts.

For each of the items below, the Vendor should certify Vendor’s agreement and ability to comply, where applicable, by having Vendor’s authorized representative complete and initial the applicable boxes and sign the acknowledgment at the end of this form.

1. **Vendor Violation or Breach of Contract Terms:** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation-adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Provisions regarding Vendor default are included in the OETC General Terms and Conditions. Any contract award will be subject to such OETC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, OETC member ancillary contract, or Member Construction Contract agreed upon by Vendor and the OETC member which must be consistent with and protect the OETC member at least to the same extent as the OETC Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violations and breach of contract terms.
2. **Termination for Cause or Convenience:** For any OETC member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply: The OETC member may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the OETC member shall only be required to pay Vendor for goods or services delivered to the OETC member prior to the termination and not otherwise returned in accordance with Vendor’s return policy. If the OETC member has paid the Vendor for goods or services not yet provided as of the date of termination, the Vendor shall immediately refund such payment(s). If an alternate provision for termination of an OETC member purchase for cause and convenience, including the manner by which it will be affected and the basis for settlement, is included in the OETC member’s purchase order, ancillary agreement, or Member Construction Contract agreed to by the Vendor, the OETC member’s provision shall control.
3. **Equal Employment Opportunity:** Except as otherwise provided under 41 CFR Part 60, all OETC member purchases or contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity

clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any OETC member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

4. **Davis-Bacon Act:** When required by Federal program legislation, Vendor agrees that, for all OETC member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, the Vendor shall pay wages not less than once a week. Current prevailing wage determinations issued by the Department of Labor are available at beta.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination. Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
5. **Contract Work Hours and Safety Standards Act:** Where applicable, for all OETC member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, the Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by the Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, the Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
6. **Right to Inventions Made Under a Contract or Agreement:** If the OETC member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and

OETC Agreements,” and any implementing regulations issued by the awarding agency. The vendor agrees to comply with the above requirements when applicable.

7. **Clean Air Act and Federal Water Pollution Control Act:** Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401- 7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, the Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.
8. **Debarment and Suspension:** Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies, or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the OETC and all OETC members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.
9. **Byrd Anti-Lobbying Amendment:** Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, the Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).
10. **Procurement of Recovered Materials:** For OETC member purchases utilizing Federal funds, the Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable, and provide such information and certifications as an OETC member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery and establishing an

affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. **Profit as a Separate Element of Price:** For purchases using federal funds in excess of \$150,000, an OETC member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by an OETC member, the Vendor agrees to provide information and negotiate with the OETC member regarding profit as a separate element of the price for a particular purchase. However, the Vendor agrees that the total price, including profit, charged by the Vendor to the OETC member shall not exceed the awarded pricing, including any applicable discount, under Vendor's OETC Contract.
12. **General Compliance and Cooperation with OETC Members:** In addition to the foregoing specific requirements, the Vendor agrees, in accepting any Purchase Order from an OETC member, it shall make a good faith effort to work with OETC members to provide such information and to satisfy such requirements as may apply to a particular OETC member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Vendor Certification Item No.	Certification: Y/N	Initial
Vendor Violation or Breach of Contract Terms	Y	<i>mg</i>
Termination for Cause or Convenience	Y	<i>mg</i>
Equal Employment Opportunity	Y	<i>mg</i>
Davis-Bacon Act	Y	<i>mg</i>
Contract Work Hours and Safety Standards Act	Y	<i>mg</i>
Right to Inventions Made Under a Contract or Agreement	Y	<i>mg</i>
Clean Air Act and Federal Water Pollution Control Act	Y	<i>mg</i>
Debarment and Suspension	Y	<i>mg</i>
Byrd Anti-Lobbying Amendment	Y	<i>mg</i>
Procurement of Recovered Materials	Y	<i>mg</i>
Profit as a Separate Element of Price	Y	<i>mg</i>
General Compliance and Cooperation with Cooperative Members	Y	<i>mg</i>

Verkada, Inc

Matthew Gidney

Name

Director of Channel

Title

DocuSigned by:

Matthew Gidney

Signature

7/1/2021

Date

Exhibit 1 - Category Pricing

OETC-21B-Camera&Video-Verkada

SKU	Manufacturer	Description	OETC Member Price (10% off MSRP)
CB52-256E-HW	Verkada	Verkada CB52-E Outdoor Bullet Camera, 5MP, Zoom Lens, 256GB of Storage, Maximum 30 Days of Retention	\$1,259.10
CB52-256TE-HW	Verkada	Verkada CB52-E Outdoor Bullet Camera, 5MP, Telephoto Zoom Lens, 256GB of Storage, Maximum 30 Days of Retention	\$1,349.10
CB52-2TBE-HW	Verkada	Verkada CB52-E Outdoor Bullet Camera, 5MP, Zoom Lens, 2TB of Storage, Maximum 365 Days of Retention	\$3,509.10
CB52-2TBTE-HW	Verkada	Verkada CB52-TE Outdoor Bullet Camera, 5MP, Telephoto Zoom Lens, 2TB of Storage, Maximum 365 Days of Retention	\$3,599.10
CB52-512E-HW	Verkada	Verkada CB52-E Outdoor Bullet Camera, 5MP, Zoom Lens, 512GB of Storage, Maximum 60 Days of Retention	\$1,619.10
CB52-512TE-HW	Verkada	Verkada CB52-E Outdoor Bullet Camera, 5MP, Telephoto Zoom Lens, 512GB of Storage, Maximum 60 Days of Retention	\$1,709.10
CB52-768E-HW	Verkada	Verkada CB52-E Outdoor Bullet Camera, 5MP, Zoom Lens, 768GB of Storage, Maximum 90 Days of Retention	\$1,979.10
CB52-768TE-HW	Verkada	Verkada CB52-E Outdoor Bullet Camera, 5MP, Telephoto Zoom Lens, 768GB of Storage, Maximum 90 Days of Retention	\$2,069.10
CB62-1TBE-HW	Verkada	Verkada CB62-E Outdoor Bullet Camera, 4K, Zoom Lens, 1TB of Storage, Maximum 60 Days of Retention	\$2,339.10
CB62-1TBTE-HW	Verkada	Verkada CB62-TE Outdoor Bullet Camera, 4K, Telephoto Zoom Lens, 1TB of Storage, Maximum 60 Days of Retention	\$2,429.10
CB62-2TBE-HW	Verkada	Verkada CB62-E Outdoor Bullet Camera, 4K, Zoom Lens, 2TB of Storage, Maximum 90 Days of Retention	\$3,509.10
CB62-2TBTE-HW	Verkada	Verkada CB62-TE Outdoor Bullet Camera, 4K, Telephoto Zoom Lens, 2TB of Storage, Maximum 90 Days of Retention	\$3,599.10
CB62-512E-HW	Verkada	Verkada CB62-E Outdoor Bullet Camera, 4K, Zoom Lens, 512GB of Storage, Maximum 30 Days of Retention	\$1,619.10
CB62-512TE-HW	Verkada	Verkada CB62-TE Outdoor Bullet Camera, 4K, Telephoto Zoom Lens, 512GB of Storage, Maximum 30 Days of Retention	\$1,709.10
CD22-256-HW	Verkada	Verkada CD22 Indoor Dome Camera, 3MP, Fixed Lens, 256GB of Storage, Maximum 30 Days of Retention	\$539.10
CD22-512-HW	Verkada	Verkada CD22 Indoor Dome Camera, 3MP, Fixed Lens, 512GB of Storage, Maximum 60 Days of Retention	\$899.10
CD22-768-HW	Verkada	Verkada CD22 Indoor Dome Camera, 3MP, Fixed Lens, 768GB of Storage, Maximum 90 Days of Retention	\$1,259.10
CD22-256E-HW	Verkada	Verkada CD22 Outdoor Dome Camera, 3MP, Fixed Lens, 256GB of Storage, Maximum 30 Days of Retention	\$719.10
CD22-512E-HW	Verkada	Verkada CD22 Outdoor Dome Camera, 3MP, Fixed Lens, 512GB of Storage, Maximum 60 Days of Retention	\$1,079.10
CD22-768E-HW	Verkada	Verkada CD22 Outdoor Dome Camera, 3MP, Fixed Lens, 768GB of Storage, Maximum 90 Days of Retention	\$1,439.10
CD32-256-HW	Verkada	Verkada CD32 Indoor Dome Camera, 3MP, Fixed Lens, 256GB of Storage, Maximum 30 Days of Retention	\$719.10
CD32-256E-HW	Verkada	Verkada CD32 Outdoor Dome Camera, 3MP, Fixed Lens, 256GB of Storage, Maximum 30 Days of Retention	\$899.10
CD32-512-HW	Verkada	Verkada CD32 Indoor Dome Camera, 3MP, Fixed Lens, 512GB of Storage, Maximum 60 Days of Retention	\$1,079.10
CD32-512E-HW	Verkada	Verkada CD32 Outdoor Dome Camera, 3MP, Fixed Lens, 512GB of Storage, Maximum 60 Days of Retention	\$1,259.10
CD32-768-HW	Verkada	Verkada CD32 Indoor Dome Camera, 3MP, Fixed Lens, 768GB of Storage, Maximum 90 Days of Retention	\$1,439.10
CD32-768E-HW	Verkada	Verkada CD32 Outdoor Dome Camera, 3MP, Fixed Lens, 768GB of Storage, Maximum 90 Days of Retention	\$1,619.10
CD42-1TB-HW	Verkada	Verkada CD42 Indoor Dome Camera, 5MP, Fixed Lens, 1TB of Storage, Maximum 120 Days of Retention	\$1,979.10
CD42-1TBE-HW	Verkada	Verkada CD42-E Outdoor Dome Camera, 5MP, Fixed Lens, 1TBE of Storage, Maximum 120 Days of Retention	\$2,159.10
CD42-256-HW	Verkada	Verkada CD42 Indoor Dome Camera, 5MP, Fixed Lens, 256GB of Storage, Maximum 30 Days of Retention	\$899.10
CD42-256E-HW	Verkada	Verkada CD42-E Outdoor Dome Camera, 5MP, Fixed Lens, 256GB of Storage, Maximum 30 Days of Retention	\$1,079.10
CD42-2TB-HW	Verkada	Verkada CD42 Indoor Dome Camera, 5MP, Fixed Lens, 2TB of Storage, Maximum 365 Days of Retention	\$3,149.10
CD42-2TBE-HW	Verkada	Verkada CD42-E Outdoor Dome Camera, 5MP, Fixed Lens, 2TB of Storage, Maximum 365 Days of Retention	\$3,329.10
CD42-512-HW	Verkada	Verkada CD42 Indoor Dome Camera, 5MP, Fixed Lens, 512GB of Storage, Maximum 60 Days of Retention	\$1,259.10
CD42-512E-HW	Verkada	Verkada CD42-E Outdoor Dome Camera, 5MP, Fixed Lens, 512GB of Storage, Maximum 60 Days of Retention	\$1,439.10
CD42-768-HW	Verkada	Verkada CD42 Indoor Dome Camera, 5MP, Fixed Lens, 768GB of Storage, Maximum 90 Days of Retention	\$1,619.10
CD42-768E-HW	Verkada	Verkada CD42-E Outdoor Dome Camera, 5MP, Fixed Lens, 768GB of Storage, Maximum 90 Days of Retention	\$1,799.10
CD52-1TB-HW	Verkada	Verkada CD52 Indoor Dome Camera, 5MP, Zoom Lens, 1TB of Storage, Maximum 120 Days of Retention	\$2,159.10
CD52-1TBE-HW	Verkada	Verkada CD52-E Outdoor Dome Camera, 5MP, Zoom Lens, 1TB of Storage, Maximum 120 Days of Retention	\$2,339.10
CD52-256-HW	Verkada	Verkada CD52 Indoor Dome Camera, 5MP, Zoom Lens, 256GB of Storage, Maximum 30 Days of Retention	\$1,079.10
CD52-256E-HW	Verkada	Verkada CD52-E Outdoor Dome Camera, 5MP, Zoom Lens, 256GB of Storage, Maximum 30 Days of Retention	\$1,259.10
CD52-2TB-HW	Verkada	Verkada CD52 Indoor Dome Camera, 5MP, Zoom Lens, 2TB of Storage, Maximum 365 Days of Retention	\$3,329.10
CD52-2TBE-HW	Verkada	Verkada CD52-E Outdoor Dome Camera, 5MP, Zoom Lens, 2TB of Storage, Maximum 365 Days of Retention	\$3,509.10
CD52-512-HW	Verkada	Verkada CD52 Indoor Dome Camera, 5MP, Zoom Lens, 512GB of Storage, Maximum 60 Days of Retention	\$1,439.10
CD52-512E-HW	Verkada	Verkada CD52-E Outdoor Dome Camera, 5MP, Zoom Lens, 512GB of Storage, Maximum 60 Days of Retention	\$1,619.10
CD52-768-HW	Verkada	Verkada CD52 Indoor Dome Camera, 5MP, Zoom Lens, 768GB of Storage, Maximum 90 Days of Retention	\$1,799.10
CD52-768E-HW	Verkada	Verkada CD52-E Outdoor Dome Camera, 5MP, Zoom Lens, 768GB of Storage, Maximum 90 Days of Retention	\$1,979.10
CD62-30-HW	Verkada	Verkada CD62 Indoor Dome Camera, 4K, Zoom Lens, 512GB of Storage, Maximum 30 Days of Retention	\$1,349.10
CD62-30E-HW	Verkada	Verkada CD62-E Outdoor Dome Camera, 4K, Zoom Lens, 512GB of Storage, Maximum 30 Days of Retention	\$1,529.10
CD62-60-HW	Verkada	Verkada CD62 Indoor Dome Camera, 4K, Zoom Lens, 1TB of Storage, Maximum 60 Days of Retention	\$2,159.10
CD62-60E-HW	Verkada	Verkada CD62-E Outdoor Dome Camera, 4K, Zoom Lens, 1TB of Storage, Maximum 60 Days of Retention	\$2,339.10
CD62-90-HW	Verkada	Verkada CD62 Indoor Dome Camera, 4K, Zoom Lens, 2TB of Storage, Maximum 90 Days of Retention	\$2,969.10
CD62-90E-HW	Verkada	Verkada CD62-E Outdoor Dome Camera, 4K, Zoom Lens, 2TB of Storage, Maximum 90 Days of Retention	\$3,149.10
CF81-30E-HW	Verkada	Verkada CF81-E Outdoor Fisheye Camera, 12MP, Fixed Lens, 512GB of Storage, Maximum 30 Days of Retention	\$1,799.10
CF81-60E-HW	Verkada	Verkada CF81-E Outdoor Fisheye Camera, 12MP, Fixed Lens, 1TB of Storage, Maximum 60 Days of Retention	\$2,429.10
CF81-90E-HW	Verkada	Verkada CF81-E Outdoor Fisheye Camera, 12MP, Fixed Lens, 2TB of Storage, Maximum 90 Days of Retention	\$3,059.10
CH52-1TBE-HW	Verkada	Verkada CH52-E Outdoor Multisensor Camera, 4x5MP, Zoom Lens, 1TB of Storage, Maximum 30 Days of Retention	\$3,239.10
CH52-2TBE-HW	Verkada	Verkada CH52-E Outdoor Multisensor Camera, 4x5MP, Zoom Lens, 2TB of Storage, Maximum 60 Days of Retention	\$4,409.10
CH52-4TBE-HW	Verkada	Verkada CH52-E Outdoor Multisensor Camera, 4x5MP, Zoom Lens, 4TB of Storage, Maximum 120 Days of Retention	\$6,749.10
CH52-8TBE-HW	Verkada	Verkada CH52-E Outdoor Multisensor Camera, 4x5MP, Zoom Lens, 8TB of Storage, Maximum 365 Days of Retention	\$11,429.10
CM22-256-HW	Verkada	Verkada CM22 Indoor Mini Dome Camera, 3MP, Fixed Lens, 256GB of Storage, Maximum 30 Days of Retention	\$449.10
CM22-512-HW	Verkada	Verkada CM22 Indoor Mini Dome Camera, 3MP, Fixed Lens, 512GB of Storage, Maximum 60 Days of Retention	\$809.10
CM22-768-HW	Verkada	Verkada CM22 Indoor Mini Dome Camera, 3MP, Fixed Lens, 768GB of Storage, Maximum 90 Days of Retention	\$1,169.10
CM41-30E-HW	Verkada	Verkada CM41-E Outdoor Mini Dome Camera, 5MP, Fixed Lens, 128GB of Storage, Maximum 30 Days of Retention	\$899.10
CM41-30S-HW	Verkada	Verkada CM41-S Indoor Mini Dome Split Camera, 5MP, Fixed Lens, 128GB of Storage, Maximum 30 Days of Retention	\$899.10
CM41-365E-HW	Verkada	Verkada CM41-E Outdoor Mini Dome Camera, 5MP, Fixed Lens, 2TB of Storage, Maximum 365 Days of Retention	\$2,879.10
CM41-60E-HW	Verkada	Verkada CM41-E Outdoor Mini Dome Camera, 5MP, Fixed Lens, 256GB of Storage, Maximum 60 Days of Retention	\$1,259.10
CM41-90E-HW	Verkada	Verkada CM41-E Outdoor Mini Dome Camera, 5MP, Fixed Lens, 384GB of Storage, Maximum 90 Days of Retention	\$1,619.10
CM41-90S-HW	Verkada	Verkada CM41-S Indoor Mini Dome Split Camera, 5MP, Fixed Lens, 384GB of Storage, Maximum 90 Days of Retention	\$1,619.10
CM42-256-HW	Verkada	Verkada CM42 Indoor Mini Dome Camera, 5MP, Fixed Lens, 256GB of Storage, Maximum 30 Days of Retention	\$629.10
CM42-512-HW	Verkada	Verkada CM42 Indoor Mini Dome Camera, 5MP, Fixed Lens, 512GB of Storage, Maximum 60 Days of Retention	\$989.10
CM42-768-HW	Verkada	Verkada CM42 Indoor Mini Dome Camera, 5MP, Fixed Lens, 768GB of Storage, Maximum 90 Days of Retention	\$1,349.10
CM42-1TB-HW	Verkada	Verkada CM42 Indoor Mini Dome Camera, 5MP, Fixed Lens, 1TB of Storage, Maximum 120 Days of Retention	\$1,709.10
CM42-2TB-HW	Verkada	Verkada CM42 Indoor Mini Dome Camera, 5MP, Fixed Lens, 2TB of Storage, Maximum 365 Days of Retention	\$2,879.10
CP52-512E-HW	Verkada	Verkada CP52 Outdoor PTZ Camera, 5MP, 512GB of Storage, Maximum 30 Days of Retention	\$3,329.10
CP52-1TBE-HW	Verkada	Verkada CP52 Outdoor PTZ Camera, 5MP, 1TB of Storage, Maximum 60 Days of Retention	\$4,049.10
CP52-1P5TBE-HW	Verkada	Verkada CP52 Outdoor PTZ Camera, 5MP, 1.5TB of Storage, Maximum 90 Days of Retention	\$4,769.10
CP52-3TBE-HW	Verkada	Verkada CP52 Outdoor PTZ Camera, 5MP, 3TB of Storage, Maximum 180 Days of Retention	\$6,209.10
VX52-HW	Verkada	Verkada VX52 Viewing Station	\$449.10
CB52-256E-HW-F	Verkada	Verkada CB52-E-F Outdoor Bullet Camera, 5MP, Zoom Lens, 256GB of Storage, Maximum 30 Days of Retention, FIPS validated, TAA Compliant	\$1,439.10
CB52-256TE-HW-F	Verkada	Verkada CB52-E-F Outdoor Bullet Camera, 5MP, Telephoto Zoom Lens, 256GB of Storage, Maximum 30 Days of Retention, FIPS validated, TAA Compliant	\$1,529.10
CB52-2TBE-HW-F	Verkada	Verkada CB52-E-F Outdoor Bullet Camera, 5MP, Zoom Lens, 2TB of Storage, Maximum 365 Days of Retention, FIPS validated, TAA Compliant	\$3,689.10
CB52-2TBTE-HW-F	Verkada	Verkada CB52-TE-F Outdoor Bullet Camera, 5MP, Telephoto Zoom Lens, 2TB of Storage, Maximum 365 Days of Retention, FIPS validated, TAA Compliant	\$3,779.10
CB52-512E-HW-F	Verkada	Verkada CB52-E-F Outdoor Bullet Camera, 5MP, Zoom Lens, 512GB of Storage, Maximum 60 Days of Retention, FIPS validated, TAA Compliant	\$1,799.10
CB52-512TE-HW-F	Verkada	Verkada CB52-E-F Outdoor Bullet Camera, 5MP, Telephoto Zoom Lens, 512GB of Storage, Maximum 60 Days of Retention, FIPS validated, TAA Compliant	\$1,889.10
CB52-768E-HW-F	Verkada	Verkada CB52-E-F Outdoor Bullet Camera, 5MP, Zoom Lens, 768GB of Storage, Maximum 90 Days of Retention, FIPS validated, TAA Compliant	\$2,159.10
CB52-768TE-HW-F	Verkada	Verkada CB52-E-F Outdoor Bullet Camera, 5MP, Telephoto Zoom Lens, 768GB of Storage, Maximum 90 Days of Retention, FIPS validated, TAA Compliant	\$2,249.10

CB62-1TBE-HW-F	Verkada	Verkada CB62-E-F Outdoor Bullet Camera, 4K, Zoom Lens, 1TB of Storage, Maximum 60 Days of Retention, FIPS validated, TAA Compliant	\$2,519.10
CB62-1TBTE-HW-F	Verkada	Verkada CB62-TE-F Outdoor Bullet Camera, 4K, Telephoto Zoom Lens, 1TB of Storage, Maximum 60 Days of Retention, FIPS validated, TAA Compliant	\$2,609.10
CB62-2TBE-HW-F	Verkada	Verkada CB62-E-F Outdoor Bullet Camera, 4K, Zoom Lens, 2TB of Storage, Maximum 90 Days of Retention, FIPS validated, TAA Compliant	\$3,689.10
CB62-2TBTE-HW-F	Verkada	Verkada CB62-TE-F Outdoor Bullet Camera, 4K, Telephoto Zoom Lens, 2TB of Storage, Maximum 90 Days of Retention, FIPS validated, TAA Compliant	\$3,779.10
CB62-512E-HW-F	Verkada	Verkada CB62-E-F Outdoor Bullet Camera, 4K, Zoom Lens, 512GB of Storage, Maximum 30 Days of Retention, FIPS validated, TAA Compliant	\$1,799.10
CB62-512TE-HW-F	Verkada	Verkada CB62-TE-F Outdoor Bullet Camera, 4K, Telephoto Zoom Lens, 512GB of Storage, Maximum 30 Days of Retention, FIPS validated, TAA Compliant	\$1,889.10
CD42-1TB-HW-F	Verkada	Verkada CD42-F Indoor Dome Camera, 5MP, Fixed Lens, 1TB of Storage, Maximum 120 Days of Retention, FIPS validated, TAA Compliant	\$2,159.10
CD42-1TBE-HW-F	Verkada	Verkada CD42-E-F Indoor Dome Camera, 5MP, Fixed Lens, 1TBE of Storage, Maximum 120 Days of Retention, FIPS validated, TAA Compliant	\$2,339.10
CD42-256E-HW-F	Verkada	Verkada CD42-F Indoor Dome Camera, 5MP, Fixed Lens, 256GB of Storage, Maximum 30 Days of Retention, FIPS validated, TAA Compliant	\$1,079.10
CD42-256E-HW-F	Verkada	Verkada CD42-E-F Outdoor Dome Camera, 5MP, Fixed Lens, 256GB of Storage, Maximum 30 Days of Retention, FIPS validated, TAA Compliant	\$1,259.10
CD42-2TB-HW-F	Verkada	Verkada CD42-F Indoor Dome Camera, 5MP, Fixed Lens, 2TB of Storage, Maximum 365 Days of Retention, FIPS validated, TAA Compliant	\$3,329.10
CD42-2TBE-HW-F	Verkada	Verkada CD42-E-F Outdoor Dome Camera, 5MP, Fixed Lens, 2TB of Storage, Maximum 365 Days of Retention, FIPS validated, TAA Compliant	\$3,509.10
CD42-512E-HW-F	Verkada	Verkada CD42-F Indoor Dome Camera, 5MP, Fixed Lens, 512GB of Storage, Maximum 60 Days of Retention, FIPS validated, TAA Compliant	\$1,439.10
CD42-512E-HW-F	Verkada	Verkada CD42-E-F Outdoor Dome Camera, 5MP, Fixed Lens, 512GB of Storage, Maximum 60 Days of Retention, FIPS validated, TAA Compliant	\$1,619.10
CD42-768-HW-F	Verkada	Verkada CD42-F Indoor Dome Camera, 5MP, Fixed Lens, 768GB of Storage, Maximum 90 Days of Retention, FIPS validated, TAA Compliant	\$1,799.10
CD42-768E-HW-F	Verkada	Verkada CD42-E-F Outdoor Dome Camera, 5MP, Fixed Lens, 768GB of Storage, Maximum 90 Days of Retention, FIPS validated, TAA Compliant	\$1,979.10
CD52-1TB-HW-F	Verkada	Verkada CD52-F Indoor Dome Camera, 5MP, Zoom Lens, 1TB of Storage, Maximum 120 Days of Retention, FIPS validated, TAA Compliant	\$2,339.10
CD52-1TBE-HW-F	Verkada	Verkada CD52-E-F Outdoor Dome Camera, 5MP, Zoom Lens, 1TB of Storage, Maximum 120 Days of Retention, FIPS validated, TAA Compliant	\$2,519.10
CD52-256-HW-F	Verkada	Verkada CD52-F Indoor Dome Camera, 5MP, Zoom Lens, 256GB of Storage, Maximum 30 Days of Retention, FIPS validated, TAA Compliant	\$1,259.10
CD52-256E-HW-F	Verkada	Verkada CD52-E-F Outdoor Dome Camera, 5MP, Zoom Lens, 256GB of Storage, Maximum 30 Days of Retention, FIPS validated, TAA Compliant	\$1,439.10
CD52-2TB-HW-F	Verkada	Verkada CD52-F Indoor Dome Camera, 5MP, Zoom Lens, 2TB of Storage, Maximum 365 Days of Retention, FIPS validated, TAA Compliant	\$3,509.10
CD52-2TBE-HW-F	Verkada	Verkada CD52-E-F Outdoor Dome Camera, 5MP, Zoom Lens, 2TB of Storage, Maximum 365 Days of Retention, FIPS validated, TAA Compliant	\$3,689.10
CD52-512-HW-F	Verkada	Verkada CD52-F Indoor Dome Camera, 5MP, Zoom Lens, 512GB of Storage, Maximum 60 Days of Retention, FIPS validated, TAA Compliant	\$1,619.10
CD52-512E-HW-F	Verkada	Verkada CD52-E-F Outdoor Dome Camera, 5MP, Zoom Lens, 512GB of Storage, Maximum 60 Days of Retention, FIPS validated, TAA Compliant	\$1,799.10
CD52-768-HW-F	Verkada	Verkada CD52-F Indoor Dome Camera, 5MP, Zoom Lens, 768GB of Storage, Maximum 90 Days of Retention, FIPS validated, TAA Compliant	\$1,979.10
CD52-768E-HW-F	Verkada	Verkada CD52-E-F Outdoor Dome Camera, 5MP, Zoom Lens, 768GB of Storage, Maximum 90 Days of Retention, FIPS validated, TAA Compliant	\$2,159.10
LIC-CAM-1Y	Verkada	Verkada 1-Year Camera License	\$179.10
LIC-CAM-3Y	Verkada	Verkada 3-Year Camera License	\$494.10
LIC-CAM-5Y	Verkada	Verkada 5-Year Camera License	\$809.10
LIC-CAM-10Y	Verkada	Verkada 10-Year Camera License	\$1,619.10
LIC-CH52-1Y	Verkada	Verkada 1-Year CH52 Multisensor Camera License	\$539.10
LIC-CH52-3Y	Verkada	Verkada 3-Year CH52 Multisensor Camera License	\$1,484.10
LIC-CH52-5Y	Verkada	Verkada 5-Year CH52 Multisensor Camera License	\$2,429.10
LIC-CH52-10Y	Verkada	Verkada 10-Year CH52 Multisensor Camera License	\$4,859.10
LIC-CLD-60-1Y	Verkada	Verkada 1-Year Cloud Storage License - 60 Day	\$179.10
LIC-CLD-90-1Y	Verkada	Verkada 1-Year Cloud Storage License - 90 Day	\$269.10
LIC-CLD-120-1Y	Verkada	Verkada 1-Year Cloud Storage License - 120 Day	\$359.10
LIC-CLD-180-1Y	Verkada	Verkada 1-Year Cloud Storage License - 180 Day	\$539.10
LIC-CLD-365-1Y	Verkada	Verkada 1-Year Cloud Storage License - 365 Day	\$1,079.10
LIC-VX-1Y	Verkada	Verkada 1-Year Viewing Station License	\$449.10
LIC-VX-3Y	Verkada	Verkada 3-Year Viewing Station License	\$1,169.10
LIC-VX-5Y	Verkada	Verkada 5-Year Viewing Station License	\$1,799.10
LIC-VX-10Y	Verkada	Verkada 10-Year Viewing Station License	\$3,599.10
LIC-CAM-1Y-G	Verkada	Verkada 1-Year Camera License for Government	\$269.10
LIC-CAM-3Y-G	Verkada	Verkada 3-Year Camera License for Government	\$719.10
LIC-CAM-5Y-G	Verkada	Verkada 5-Year Camera License for Government	\$1,214.10
LIC-CAM-10Y-G	Verkada	Verkada 10-Year Camera License for Government	\$2,429.10
ACC-MNT-3	Verkada	Verkada L-Bracket Mount	\$116.10
ACC-MNT-5	Verkada	Verkada Mini Pendant Cap Mount	\$71.10
ACC-MNT-6	Verkada	Verkada Mini Junction Box Mount	\$71.10
ACC-MNT-7	Verkada	Verkada Angle Mount	\$134.10
ACC-MNT-8	Verkada	Verkada Pendant Cap Mount	\$62.10
ACC-MNT-9	Verkada	Verkada Pole Mount, 2nd Generation	\$188.10
ACC-CAM-SHIELD-1	Verkada	Verkada Camera Weather Shield	\$71.10
ACC-MNT-CLIP-1	Verkada	Verkada Tile Clips Mount	\$89.10
ACC-MNT-ARM-1	Verkada	Verkada Arm Mount	\$89.10
ACC-MNT-MPEND-1	Verkada	Verkada Mini Pendant Cap Mount	\$71.10
ACC-MNT-MREC-1	Verkada	Verkada Mini Recessed Ceiling Mount	\$134.10
ACC-MNT-MJBOX-1	Verkada	Verkada Mini Junction Box Mount	\$71.10
ACC-MNT-SJBOX-1	Verkada	Verkada Square Junction Box Mount	\$80.10
ACC-MNT-XLARM-1	Verkada	Verkada Large Arm Mount (PTZ)	\$143.10
ACC-MNT-POLE-1	Verkada	Verkada Pole Mount	\$188.10
ACC-MNT-CORNER-1	Verkada	Verkada Corner Mount	\$179.10
ACC-MNT-REC-1	Verkada	Verkada Recessed Ceiling Mount	\$134.10
INJ-POE-PLUS	Verkada	Verkada PoE Plus (802.3at) Injector, GigE	\$116.10
ACC-POE-60W	Verkada	Verkada PoE++ (802.3bt-2018) Injector, GigE	\$134.10
SV11-HW	Verkada	Verkada SV11 Environmental Sensor	\$1,079.10
SV21-HW	Verkada	Verkada SV21 Environmental Sensor	\$629.10
SV23-HW	Verkada	Verkada SV23 Environmental Sensor	\$899.10
SV25-HW	Verkada	Verkada SV25 Environmental Sensor	\$1,169.10
SV25-128-HW	Verkada	Verkada SV25 Environmental Sensor, 128GB of Storage, 365 Days of Storage, Maximum 365 Days of Retention	\$1,304.10
LIC-SV-1Y	Verkada	Verkada 1-Year Sensor License	\$224.10
LIC-SV-3Y	Verkada	Verkada 3-Year Sensor License	\$539.10
LIC-SV-5Y	Verkada	Verkada 5-Year Sensor License	\$899.10
LIC-SV-10Y	Verkada	Verkada 10-Year Sensor License	\$1,799.10
AC12-HW	Verkada	Verkada AC12 1 Door Controller	\$629.10
AC41-HW	Verkada	Verkada AC41 4 Door Controller	\$1,619.10
AC42-HW	Verkada	Verkada AC42 4 Door Controller	\$1,619.10
AC62-HW	Verkada	Verkada AC62 16 Door Controller	\$4,769.10
AD33-HW	Verkada	Verkada AD33 Multi-format Card Reader	\$314.10
AX11-HW	Verkada	Verkada AX11 IO Controller	\$1,439.10
LIC-AC-1Y	Verkada	Verkada 1-Year Door License	\$224.10
LIC-AC-3Y	Verkada	Verkada 3-Year Door License	\$539.10
LIC-AC-5Y	Verkada	Verkada 5-Year Door License	\$899.10
LIC-AC-10Y	Verkada	Verkada 10-Year Door License	\$1,799.10
LIC-AX-1Y	Verkada	Verkada 1-Year IO Controller License	\$899.10
LIC-AX-3Y	Verkada	Verkada 3-Year IO Controller License	\$2,339.10
LIC-AX-5Y	Verkada	Verkada 5-Year IO Controller License	\$3,599.10
LIC-AX-10Y	Verkada	Verkada 10-Year IO Controller License	\$7,199.10
ACC-BAT-4AH	Verkada	Verkada 4AH Backup Battery for AC41, AX11, and BP41	\$116.10
ACC-BAT-18AH	Verkada	Verkada 18AH Backup Battery for AC62	\$629.10
ACC-EV3-1	Verkada	Verkada Desfire EV3 Encrypted Cards	\$719.10
ACC-PROX-1	Verkada	Verkada Proximity Access Control Cards, 100 Pack	\$539.10
ACC-POE-60WHS-NA	Verkada	Verkada PoE++ (802.3bt-2018) Injector, GigE, High Surge Protection, North America	\$161.10
ACC-POE-60WHS-UK	Verkada	Verkada PoE++ (802.3bt-2018) Injector, GigE, High Surge Protection, United Kingdom	\$161.10
ACC-POE-60WHS-EU	Verkada	Verkada PoE++ (802.3bt-2018) Injector, GigE, High Surge Protection, Europe	\$161.10
ACC-POE-60WHS-AU	Verkada	Verkada PoE++ (802.3bt-2018) Injector, GigE, High Surge Protection, Australia/New Zealand	\$161.10
ACC-WA-30W-NA	Verkada	Verkada 30W Wall Adapter, North America	\$80.10
ACC-WA-30W-UK	Verkada	Verkada 30W Wall Adapter, United Kingdom	\$80.10

ACC-WA-30W-EU	Verkada	Verkada 30W Wall Adapter, Europe	\$80.10
ACC-POE-2WIRE	Verkada	Verkada PoE over 2-Wire Converter	\$359.10
ACCX-HUB-GWE	Verkada	Wireless Lock Hub - Allegion / Schlage Engage Locks	\$336.60
ACCX-HUB-PIM	Verkada	Wireless Lock Hub - Allegion / Schlage AD Locks	\$994.50
ACCX-HUB-AH30	Verkada	Wireless Lock Hub - Assa Abloy Aperio Locks	\$373.50
TD52-HW	Verkada	Verkada TD52 Video Intercom	\$1,439.10
LIC-TD-1Y	Verkada	Verkada 1-Year Intercom License	\$224.10
LIC-TD-3Y	Verkada	Verkada 3-Year Intercom License	\$539.10
LIC-TD-5Y	Verkada	Verkada 5-Year Intercom License	\$899.10
LIC-TD-10Y	Verkada	Verkada 10-Year Intercom License	\$1,799.10
LIC-TX-1Y	Verkada	Verkada 1-Year Desk Station License	\$224.10
LIC-TX-3Y	Verkada	Verkada 3-Year Desk Station License	\$539.10
LIC-TX-5Y	Verkada	Verkada 5-Year Desk Station License	\$899.10
LIC-TX-10Y	Verkada	Verkada 10-Year Desk Station License	\$1,799.10
ACC-INT-SURF	Verkada	Verkada Intercom Surface Mount	\$179.10
ACC-INT-TRIM	Verkada	Verkada Intercom Trim Plate	\$44.10
ACC-INT-HOOD	Verkada	Verkada Intercom Rain Hood	\$89.10
ACC-INT-ANGLE	Verkada	Verkada Intercom Angle Mount	\$269.10
BC51-HW	Verkada	Verkada BC51 Alarm Console	\$899.10
BC82-HW	Verkada	Verkada BC82 Alarm Console	\$1,349.10
BH61-HW	Verkada	Verkada BH61 Wireless Hub - North America	\$539.10
BK11-HW	Verkada	Verkada BK11 Alarm Keypad only	\$359.10
BK21-HW	Verkada	Verkada BK21 Alarm Keypad and Wireless Hub	\$719.10
BP41-HW	Verkada	Verkada BP41 Alarm Panel	\$899.10
BR11-HW	Verkada	Verkada BR11 Wired Motion Sensor	\$89.10
BR12-HW	Verkada	Verkada BR12 Wired Surface Mount Door Contact, 5 Pack	\$89.10
BR13-HW	Verkada	Verkada BR13 Wired Recessed Door Contact, 5 Pack	\$89.10
BR31-HW	Verkada	Verkada BR31 Wireless Door Sensor	\$89.10
BR32-HW	Verkada	Verkada BR32 Wireless Motion Sensor	\$89.10
BR33-HW	Verkada	Verkada BR33 Wireless Panic Button	\$89.10
BR34-HW	Verkada	Verkada BR34 Wireless Glass Break Sensor	\$89.10
BR35-HW	Verkada	Verkada BR35 Wireless Water Leak Sensor	\$89.10
BX21-HW	Verkada	Verkada BX21 Wireless Relay	\$89.10
BZ11-HW	Verkada	Verkada BZ11 Horn Speaker	\$719.10
LIC-BA-1Y	Verkada	Verkada 1-Year Standard Alarm License	\$1,350.00
LIC-BA-3Y	Verkada	Verkada 3-Year Standard Alarm License	\$4,050.00
LIC-BA-5Y	Verkada	Verkada 5-Year Standard Alarm License	\$6,750.00
LIC-BA-10Y	Verkada	Verkada 10-Year Standard Alarm License	\$13,500.00
LIC-BB-1Y	Verkada	Verkada 1-Year Basic Alarm License	\$540.00
LIC-BB-3Y	Verkada	Verkada 3-Year Basic Alarm License	\$1,620.00
LIC-BB-5Y	Verkada	Verkada 5-Year Basic Alarm License	\$2,700.00
LIC-BB-10Y	Verkada	Verkada 10-Year Basic Alarm License	\$5,400.00
LIC-BV-1Y	Verkada	Verkada 1-Year Premium Alarm License	\$10,800.00
LIC-BV-3Y	Verkada	Verkada 3-Year Premium Alarm License	\$32,400.00
LIC-BV-5Y	Verkada	Verkada 5-Year Premium Alarm License	\$54,000.00
LIC-BV-10Y	Verkada	Verkada 10-Year Premium Alarm License	\$108,000.00
LIC-CEL-1Y	Verkada	Verkada 1-Year Cellular Backup License	\$449.10
LIC-CEL-3Y	Verkada	Verkada 3-Year Cellular Backup License	\$1,349.10
LIC-CEL-5Y	Verkada	Verkada 5-Year Cellular Backup License	\$2,249.10
LIC-CEL-10Y	Verkada	Verkada 10-Year Cellular Backup License	\$4,499.10
LIC-BZ-1Y	Verkada	Verkada 1-Year Horn Speaker License	\$179.10
LIC-BZ-3Y	Verkada	Verkada 3-Year Horn Speaker License	\$494.10
LIC-BZ-5Y	Verkada	Verkada 5-Year Horn Speaker License	\$809.10
LIC-BZ-10Y	Verkada	Verkada 10-Year Horn Speaker License	\$1,619.10
ACC-CEL-LTE	Verkada	Verkada ACC-CEL-LTE Cellular Backup Module	\$269.10
ACC-CON-STD-1	Verkada	Verkada ACC-CON-STD-1 Console Stand	\$179.10
LIC-WP-1Y	Verkada	Verkada 1-Year Workplace License	\$3,240.00
LIC-WP-3Y	Verkada	Verkada 3-Year Workplace License	\$9,720.00
LIC-WP-5Y	Verkada	Verkada 5-Year Workplace License	\$16,200.00
LIC-WP-10Y	Verkada	Verkada 10-Year Workplace License	\$32,400.00
LIC-WP-1Y-K	Verkada	Verkada 1-Year Workplace K-12 License	\$1,350.00
LIC-WP-3Y-K	Verkada	Verkada 3-Year Workplace K-12 License	\$4,050.00
LIC-WP-5Y-K	Verkada	Verkada 5-Year Workplace K-12 License	\$6,750.00
LIC-WP-10Y-K	Verkada	Verkada 10-Year Workplace K-12 License	\$13,500.00
LIC-WP-1Y-G	Verkada	Verkada 1-Year Workplace License for Government	\$4,860.00
LIC-WP-3Y-G	Verkada	Verkada 3-Year Workplace License for Government	\$14,580.00
LIC-WP-5Y-G	Verkada	Verkada 5-Year Workplace License for Government	\$24,300.00
LIC-WP-10Y-G	Verkada	Verkada 10-Year Workplace License for Government	\$48,600.00
GC31-HW-AU	Verkada	Verkada GC31 Cellular Gateway, Indoor, Australia Type I Plug	\$809.10
GC31-HW-EU	Verkada	Verkada GC31 Cellular Gateway, Indoor, Europe Type F Plug	\$809.10
GC31-HW-UK	Verkada	Verkada GC31 Cellular Gateway, Indoor, United Kingdom Type G Plug	\$809.10
GC31-HW-NA	Verkada	Verkada GC31 Cellular Gateway, Indoor, North America Type B Plug	\$809.10
GC31-E-HW	Verkada	Verkada GC31 Cellular Gateway, Outdoor	\$1,169.10
LIC-GC-1VD-1Y	Verkada	Verkada 1-Year Cellular Gateway Data Plan, Includes Unlimited Data for 1 Verkada Video Device	\$899.10
LIC-GC-1Y	Verkada	Verkada 1-Year Cellular Gateway License, Includes Unlimited Data for Verkada Non-Video Devices	\$269.10
LIC-GC-3Y	Verkada	Verkada 3-Year Cellular Gateway License, Includes Unlimited Data for Verkada Non-Video Devices	\$764.10
LIC-GC-5Y	Verkada	Verkada 5-Year Cellular Gateway License, Includes Unlimited Data for Verkada Non-Video Devices	\$1,214.10
LIC-GC-10Y	Verkada	Verkada 10-Year Cellular Gateway License, Includes Unlimited Data for Verkada Non-Video Devices	\$2,429.10
ACC-ADAP-54V-AU	Verkada	Verkada AC/DC Power Adapter for GC Series, 54V, Indoor, Australia Type I Plug	\$80.10
ACC-ADAP-54V-EU	Verkada	Verkada AC/DC Power Adapter for GC Series, 54V, Indoor, Europe Type F Plug	\$80.10
ACC-ADAP-54V-NA	Verkada	Verkada AC/DC Power Adapter for GC Series, 54V, Indoor, North America Type B Plug	\$80.10
ACC-ADAP-54V-UK	Verkada	Verkada AC/DC Power Adapter for GC Series, 54V, Indoor, United Kingdom Type G Plug	\$80.10
ACC-ANT-10	Verkada	Verkada Outdoor Directional LTE Antenna for GC Series, N-Type	\$359.10
ACC-POE-90W-AU	Verkada	Verkada 90W PoE++ (802.3bt Type 4) Injector, GigE, Indoor, Australia Type I Plug	\$152.10
ACC-POE-90W-EU	Verkada	Verkada 90W PoE++ (802.3bt Type 4) Injector, GigE, Indoor, Europe Type F Plug	\$152.10
ACC-POE-90W-NA	Verkada	Verkada 90W PoE++ (802.3bt Type 4) Injector, GigE, Indoor, North America Type B Plug	\$152.10
ACC-POE-90W-UK	Verkada	Verkada 90W PoE++ (802.3bt Type 4) Injector, GigE, Indoor, United Kingdom Type G Plug	\$152.10
ACC-POE-90W-E-AU	Verkada	Verkada 90W PoE++ (802.3bt Type 4) Injector, GigE, Outdoor, Australia Type I Plug	\$269.10
ACC-POE-90W-E-EU	Verkada	Verkada 90W PoE++ (802.3bt Type 4) Injector, GigE, Outdoor, Europe Type F Plug	\$269.10
ACC-POE-90W-E-NA	Verkada	Verkada 90W PoE++ (802.3bt Type 4) Injector, GigE, Outdoor, North America Type B Plug	\$269.10
ACC-POE-90W-E-UK	Verkada	Verkada 90W PoE++ (802.3bt Type 4) Injector, GigE, Outdoor, United Kingdom Type G Plug	\$269.10
ACCX-TAP-DC100-E	Verkada	FP AC/DC 7-Pin Power Tap, 100W PoE Output, Outdoor, Model Number: FP287A-180-BEN-A	\$359.10
SPT-NSC-1Y	Verkada	Verkada Named Support Contact 1 Year	\$135,000.00
SPT-NSC-3Y	Verkada	Verkada Named Support Contact 3 Year	\$405,000.00
SPT-NSC-5Y	Verkada	Verkada Named Support Contact 5 Year	\$675,000.00
SPT-NSC-10Y	Verkada	Verkada Named Support Contact 10 Year	\$1,350,000.00
Cabling	Varies	Ancillary Services (Cabling)	\$175/hr
Installation	Varies	Ancillary Services (Installation)	Varies

Certificate Of Completion

Envelope Id: 44FC642EB51C4A2C8537B720CC2B6740

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Matthew Gidney

matt.gidney@verkada.com

Director of Channel

Verkada

Security Level: Email, Account Authentication
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Payment Events**Status****Timestamps**

OETC-21-TechSolutions						
Resellers						
Company Name		Advanced Classroom Technologies				
"DBA" (if applicable)						
Company Street Address		19007 59th Dr				
City	Arlington	State	WA	Zip	98223	
Sales and Support	Name:	Christina Sim			Notes, including territory restrictions	
	Title:	Inside Sales Manager				
	Email:	christinas@act-ol.com				
	Phone:	360-658-5200				
Remit To / Payment	Name:	Denise Williamson			No Restrictions	
	Title:	Director of Finance				
	Email:	denisew@act-ol.com				
	Phone:	360-658-5200				
Company Name		CVE Technologies Group, Inc.				
"DBA" (if applicable)						
Company Street Address		12550 SW 68th Ave				
City	Tigard	State	OR	Zip	67223	
Sales and Support	Name:	Nathan Fekete			Notes, including territory restrictions	
	Title:	Senior Account Manager				
	Email:	nathan.fekete@cvetech.com				
	Phone:	503-431-6655				
Remit To / Payment	Name:	Linda Peterson			No Restrictions	
	Title:	Operations				
	Email:	operations@cvetech.com				
	Phone:	801-908-6666				
Company Name		Camtek, Inc.				
"DBA" (if applicable)						
Company Street Address		3815 E. Everett Avenue / PO Box 6520				
City	Spokane	State	WA	Zip	99217	
Sales and Support	Name:	Lorie Stephenson			Notes, including territory restrictions	
	Title:	President				
	Email:	lorie@camtekinc.com				
	Phone:	509-993-4444 / 509-443-2609				
Remit To / Payment	Name:	Ronda Alderete			Washington, Oregon, Idaho, Montana	
	Title:	Revenue Manager				
	Email:	ronda@camtekinc.com				
	Phone:	509-939-7805 / 509-443-2609				
Company Name		LTT Partners LLC				
"DBA" (if applicable)						
Company Street Address		2175 NW Raleigh St, Ste. 10				
City	Portland	State	OR	Zip	97210	
Sales and Support	Name:	Andy Nelson			Notes, including territory restrictions	
	Title:	COO				
	Email:	andy@lttpartners.com				
	Phone:	971-800-0432				
Remit To / Payment	Name:	Carrie Sheidenberger			No Restrictions	
	Title:	Admin				
	Email:	AR@lttpartners.com				
	Phone:	503-545-7794				

Company Name		GB Manchester, Inc			
"DBA" (if applicable)					
Company Street Address		6000 NE 88th Street, Suite B103			
City	Vancouver,	State	WA	Zip	98665
Sales and Support	Name:	Archie Kangas		Notes, including territory restrictions	
	Title:	Project Manager			
	Email:	archie.k@gbmanchester.com			
	Phone:	360-931-7209			
Remit To / Payment	Name:	A/R		No Restrictions	
	Title:				
	Email:	accounting@gbmanchester.com			
	Phone:	360-816-0484			

Company Name		Gotuwired, Inc.			
"DBA" (if applicable)					
Company Street Address		663 S. Rancho Santa Fe Road, Suite 126			
City	San Marcos	State	CA	Zip	92078
Sales and Support	Name:	Ron Shephard		Notes, including territory restrictions	
	Title:	Video Surveillance Engineer			
	Email:	ron.shepherd@gotuwired.com			
	Phone:	760-402-0184			
Remit To / Payment	Name:	Sarah Medina		No Restrictions	
	Title:	Operations Manager			
	Email:	sarah.medina@gotuwired.com			
	Phone:	858-999-2031			

Company Name		The ELD Experts LLC			
"DBA" (if applicable)		Monarch			
Company Street Address		1640 Clay St, Suite 203			
City	San Francisco	State	CA	Zip	94109
Sales and Support	Name:	Chase Gonzales		Notes, including territory restrictions	
	Title:	Owner			
	Email:	finance@monarchconnect.com			
	Phone:	(415)964-3697			
Remit To / Payment	Name:	A/R		No Restrictions	
	Title:				
	Email:	finance@monarchconnect.com			
	Phone:	(415)964-3697			

Company Name		Micro Computer Systems, Inc.			
"DBA" (if applicable)		MicroK12			
Company Street Address		3310 York Rd.			
City	Lynnwood	State	WA	Zip	98087
Sales and Support	Name:	Education Sales		Notes, including territory restrictions	
	Title:				
	Email:	edu@microk12.com			
	Phone:	800-658-100			
Remit To / Payment	Name:			No Restrictions	
	Title:	Accounting			
	Email:	accounting@microk12.com			
	Phone:	800-658-100			

Company Name		Structured Communication Systems, Inc			
"DBA" (if applicable)					
Company Street Address		12901 SE 97th Ave #400			
City	Clackamas	State	OR	Zip	97015
Sales and Support	Name:	Casey Richmond	Notes, including territory restrictions		
	Title:	Sales Director - West			
	Email:	crichmond@structured.com			
	Phone:	503-513-4602			
Remit To / Payment	Name:	Emmy Barnett	No Restrictions		
	Title:	Billing Specialist			
	Email:	billing@structured.com			
	Phone:	503-794-2548			

Company Name		Troxell Communications, Inc.			
"DBA" (if applicable)					
Company Street Address		4675 E Cotton Ctr Blvd Ste. 155			
City	Phoenix	State	AZ	Zip	85040
Sales and Support	Name:	Charles Doyle	Notes, including territory restrictions		
	Title:	Account Executive			
	Email:	charles.doyle@trox.com			
	Phone:	800-352-7912			
Remit To / Payment	Name:	Accounting	No Restrictions		
	Title:	Accounting Department			
	Email:	accounting@trox.com			
	Phone:	800-352-7912			

Company Name		Ultrex Business Solutions			
"DBA" (if applicable)					
Company Street Address		110 SW 9th Ave			
City	Albany	State	OR	Zip	97321
Sales and Support	Name:	Phil Kirschenmann	Notes, including territory restrictions		
	Title:	Sales manager			
	Email:	Phill@Ultrex.com			
	Phone:	541-928-6522			
Remit To / Payment	Name:	Kymber Green	No Restrictions		
	Title:	Administrator			
	Email:	Kgreen@ultrex.com			
	Phone:	541-928-6522			

Company Name		Innova Global			
"DBA" (if applicable)					
Company Street Address		PO Box 12802			
City	Newport Beach	State	CA	Zip	92658
Sales and Support	Name:	Sam Khorram	Notes, including territory restrictions		
	Title:	Senior Manager			
	Email:	skhorram@innovaglobal.com			
	Phone:	949-891-1147			
Remit To / Payment	Name:	Shahenaz Manteghi	No Restrictions		
	Title:	VP			
	Email:	manteghis@innovaglobal.com			
	Phone:	949-221-9461			

Company Name		Low Voltage NW			
"DBA" (if applicable)					
Company Street Address		2837 22nd St STE 155			
City	Salem	State	OR	Zip	97302
Sales and Support	Name:	Adam Jenkins		Notes, including territory restrictions	
	Title:	President			
	Email:	adam@lowvoltagegw.com			
	Phone:	971-273-7117			
Remit To / Payment	Name:	Adam Jenkins		No Restrictions	
	Title:	President			
	Email:	adam@lowvoltagegw.com			
	Phone:	971-273-7117			

Company Name		Semaphore Corporation			
"DBA" (if applicable)					
Company Street Address		9675 SE 36th St. ste. 110			
City	Mercer Island	State	WA	Zip	98040
Sales and Support	Name:	Garth Brown		Notes, including territory restrictions	
	Title:	President and COO			
	Email:	sales@semaphore.com			
	Phone:	206-905-5000			
Remit To / Payment	Name:	Rita Cross		No Restrictions	
	Title:	Directory of Business Administration			
	Email:	billing@semaphore.com			
	Phone:	206-905-5000			

Company Name		EKC Enterprises, Inc			
"DBA" (if applicable)					
Company Street Address		4658 E Weathermaker			
City	Fresno	State	CA	Zip	94577
Sales and Support	Name:	Alex Corfar		Notes, including territory restrictions	
	Title:	Director of Sales			
	Email:	acorfar@ekccorp.com			
	Phone:	559-438-0330			
Remit To / Payment	Name:	Eladia Gonzales		CA, OR, WA	
	Title:	AP Manager			
	Email:	egonzales@ekccorp.com			
	Phone:	559-438-0330			

Company Name		Fire System Solutions			
"DBA" (if applicable)					
Company Street Address		4277 W Richert Ave Ste 103			
City	Fresno	State	CA	Zip	93722
Sales and Support	Name:	Matt Howard		Notes, including territory restrictions	
	Title:	District Manager			
	Email:	mhoward@fssfire.com			
	Phone:	817-357-7006			
Remit To / Payment	Name:	Sandra Estrada		CA, TX	
	Title:	Contract Admin			
	Email:	sestrada@firesystemsolutions.com			
	Phone:	559-274-4894			

Company Name		GigaKOM			
"DBA" (if applicable)					
Company Street Address		9245 Activity Rd, Suite 105			
City	San Diego	State	CA	Zip	92126
Sales and Support	Name:	Andrej Komatina	Notes, including territory restrictions		
	Title:	CEO			
	Email:	ak@gigakom.com			
	Phone:	858-769-5410			
Remit To / Payment	Name:	Andrej Komatina	No Restrictions		
	Title:	CEO			
	Email:	ak@gigakom.com			
	Phone:	858-769-5410			

Company Name		Premise Builders, Inc.			
"DBA" (if applicable)					
Company Street Address		6602 San Miguel Road			
City	Bonita	State	CA	Zip	91902
Sales and Support	Name:	Norman Aycardo	Notes, including territory restrictions		
	Title:	Operations Manager			
	Email:	norman@premisebuilders.com			
	Phone:	619-261-6806			
Remit To / Payment	Name:	Norman Aycardo	San Diego County		
	Title:	Operations Manager			
	Email:	norman@premisebuilders.com			
	Phone:	619-261-6806			

Company Name		Converge One			
"DBA" (if applicable)					
Company Street Address		3344 Highway 149			
City	Eagan	State	MN	Zip	55121
Sales and Support	Name:	Brian Larson	Notes, including territory restrictions		
	Title:	Sales Director			
	Email:	blarson@convergeone.com			
	Phone:	503-748-4824			
Remit To / Payment	Name:	Accounts Payable	No Restrictions		
	Title:	Accounts Payable Representative			
	Email:	accountspayable@convergeone.com			
	Phone:	888-321-6227			

Company Name		Nth Generation			
"DBA" (if applicable)					
Company Street Address		17055 Camino			
City	San Bernardo	State	CA	Zip	92612
Sales and Support	Name:	Steve Jung	Notes, including territory restrictions		
	Title:	VP, Public Sector			
	Email:	steve.jung@nth.com			
	Phone:	858-451-2383			
Remit To / Payment	Name:	Stephanie Moser	No Restrictions		
	Title:	VP, Operations			
	Email:	ar@nth.com			
	Phone:	858-512-2383			

Company Name		Fire Systems Solutions			
"DBA" (if applicable)					
Company Street Address		4277 W Richert Ave Ste 103			
City	Fresno	State	CA	Zip	93722
Sales and Support	Name:	Matt Howard	Notes, including territory restrictions		
	Title:	District Manager			
	Email:	mhoward@fssifire.com			
	Phone:	817-357-7006			
Remit To / Payment	Name:	Sandra Estrada	CA		
	Title:	Contract Admin			
	Email:	sestrada@firesystemssolutions.com			
	Phone:	559-274-4894			

Company Name		NIC Partners, Inc.			
"DBA" (if applicable)					
Company Street Address		11981 Jack Benny Dr. Ste 103			
City	Rancho Cucamonga	State	CA	Zip	91739
Sales and Support	Name:	Doreen Fiola	Notes, including territory restrictions		
	Title:	Presales Supervisor			
	Email:	dfiola@nicpartnersinc.com			
	Phone:	909-919-2806			
Remit To / Payment	Name:	Doreen Fiola	CA		
	Title:	Presales Supervisor			
	Email:	dfiola@nicpartnersinc.com			
	Phone:	909-919-2806			

Company Name		Safe and Sound Security			
"DBA" (if applicable)					
Company Street Address		445 S Figueroa Street			
City	Los Angeles	State	CA	Zip	90744
Sales and Support	Name:	Ami Gault	Notes, including territory restrictions		
	Title:	Project Manager			
	Email:	agault@gesafeandsound.com			
	Phone:	925-566-8611			
Remit To / Payment	Name:	Ami Gault	CA		
	Title:	Project Manager			
	Email:	agault@gesafeandsound.com			
	Phone:	925-566-8611			

Company Name		LA Networks			
"DBA" (if applicable)					
Company Street Address		5805 Sepulveda Blvd, Ste 710			
City	Sherman Oaks	State	CA	Zip	91411
Sales and Support	Name:	Ed Zarrell	Notes, including territory restrictions		
	Title:	Sales Director			
	Email:	ezarrell@la-networks.com			
	Phone:	818-333-4192			
Remit To / Payment	Name:	Fariba	No Restrictions		
	Title:	Accounting			
	Email:	ezarrell@la-networks.com			
	Phone:	818-333-4896			

Company Name		Montgomery Hardware			
"DBA" (if applicable)					
Company Street Address		8777 Lanyard Ct.			
City	Rancho Cucamonga	State	CA	Zip	91730
Sales and Support	Name:	Rick Myers	Notes, including territory restrictions		
	Title:	Vice President			
	Email:	rmyers@montgomeryhardware.com			
	Phone:	909-204-4024			
Remit To / Payment	Name:	Michelle Reed	CA		
	Title:	Accounts Payable			
	Email:	mreed@montgomeryhardware.com			
	Phone:	909-204-4051			

Company Name		Charter Technology Services			
"DBA" (if applicable)					
Company Street Address		132 32nd Street			
City	Brooklyn	State	NY	Zip	11232
Sales and Support	Name:	Jordan Podlucky	Notes, including territory restrictions		
	Title:	Sales Director			
	Email:	jordan@chartertechservices.com			
	Phone:	858-281-5000			
Remit To / Payment	Name:	Scott Nooner	No Restrictions		
	Title:	General Manager			
	Email:	scott@chartertechservices.com			
	Phone:	858-281-5000			

Company Name		Presidio Networked Solutions			
"DBA" (if applicable)					
Company Street Address		One Penn Plaza Suite 2831			
City	New York	State	NY	Zip	2831
Sales and Support	Name:	Johannah Renfroe	Notes, including territory restrictions		
	Title:	Contracts Manager			
	Email:	jrenfroe@presidio.com			
	Phone:	301-313-2017			
Remit To / Payment	Name:	Cathe Palo	Oregon		
	Title:	Collections Team Lead			
	Email:	pnsgrmittanceadvices@presidio.com			
	Phone:	781-638-2257			

Company Name		Far West Technologies Inc			
"DBA" (if applicable)					
Company Street Address		606 E Main #C-1			
City	Puyallup	State	WA	Zip	98371
Sales and Support	Name:	Justin Berg	Notes, including territory restrictions		
	Title:	Project Manager			
	Email:	justinb@farwesttechnologies.com			
	Phone:	253-286-0699			
Remit To / Payment	Name:	Pablo Ramirez	Washington		
	Title:	CFO			
	Email:	ap@farwesttechnologies.com			
	Phone:	253-549-3423			

Company Name		Infinity Technologies				
"DBA" (if applicable)						
Company Street Address		9831 W Taron Drive				
City	Elk Grove	State	CA	Zip	95757	
Sales and Support	Name:	Mohammed Ahmed	Notes, including territory restrictions California			
	Title:	President				
	Email:	mahmed@inftechnologies.com				
	Phone:	916-273-4662				
Remit To / Payment	Name:	Malia Aipia				
	Title:	Accounting Manager				
	Email:	malia@inftechnologies.com				
	Phone:	916-238-3377				

Company Name		All Systems Go, Inc.				
"DBA" (if applicable)						
Company Street Address		28075 Avenue Stanford				
City	Santa Clarita	State	CA	Zip	91355	
Sales and Support	Name:	Matthew Mattley	Notes, including territory restrictions No Restrictions			
	Title:	President				
	Email:	mattley@asgalarm.com				
	Phone:	661-255-1509				
Remit To / Payment	Name:	Sarah Pollock				
	Title:	Manager				
	Email:	sarah.pollock@asgalarm.com				
	Phone:	661-255-1509				

Company Name		Computer Zen, LLC.				
"DBA" (if applicable)						
Company Street Address		403 Main St.				
City	Salmon	State	ID	Zip	83467	
Sales and Support	Name:	Steve Dahl	Notes, including territory restrictions No Restrictions			
	Title:	VP				
	Email:	steve@computer-z.com				
	Phone:	208-303-0289				
Remit To / Payment	Name:	Patricia Dahl				
	Title:	President				
	Email:	patti@computer-z.com				
	Phone:	208-756-1596				

Company Name		Vector USA				
"DBA" (if applicable)						
Company Street Address		3530 Voyager St.				
City	Torrance	State	CA	Zip	90503	
Sales and Support	Name:	Mark Allen			Notes, including territory restrictions	
	Title:	Director of Technology				
	Email:	mallen@vectorusa.com				
	Phone:					
Remit To / Payment	Name:	Dean Daspit			No Restrictions	
	Title:	Accounts Payable				
	Email:	ddaspit@vectorusa.com				
	Phone:					
Company Name		SHI International Corp				
"DBA" (if applicable)						
Company Street Address		290 Davidson Avenue				
City	Somerset	State	NJ	Zip	8873	
Sales and Support	Name:	Jim Brotherton			Notes, including territory restrictions	
	Title:	Sales Manager, Public Sector I				
	Email:	james_brotherton@shi.com				
	Phone:	609-558-6324				
Remit To / Payment	Name:	Jim Brotherton			No Restrictions	
	Title:	Sales Manager, Public Sector I				
	Email:	james_brotherton@shi.com				
	Phone:	609-558-6324				
Company Name		Development Group Inc.				
"DBA" (if applicable)						
Company Street Address		6704 Lockhead Dr.				
City	Redding	State	CA	Zip	96002	
Sales and Support	Name:	Ryan O'Malley			Notes, including territory restrictions	
	Title:	Presales Manager				
	Email:	romalley@development-group				
	Phone:	530-229-0071				
Remit To / Payment	Name:	Stefanie Boudro			No Restrictions	
	Title:	Controller				
	Email:	sboudro@development-group				
	Phone:	530-229-0071				

Company Name		Pacific Office Automation				
"DBA" (if applicable)						
Company Street Address		14747 Greenbrier Pkwy				
City	Beaverton	State	OR	Zip	97006	
Sales and Support	Name:	Scott Brenton		Notes, including territory restrictions		
	Title:	Director of Security and Mail S		No Restrictions		
	Email:	scott.brenton@pacificoffice.co				
	Phone:	503-601-2303				
Remit To / Payment	Name:	Jeff Simon				
	Title:	Government Account Manager				
	Email:	jeff.simon@pacificoffice.com				
	Phone:	503-545-7794				
Company Name		Southern California Electric, LLC				
"DBA" (if applicable)						
Company Street Address		14025 Bergen Ave				
City	Bellflower	State	CA	Zip	90706	
Sales and Support	Name:	Moises Gomez		Notes, including territory restrictions		
	Title:	Owner		No Restrictions		
	Email:	moigomez11@gmail.com				
	Phone:	951-231-8299				
Remit To / Payment	Name:	Moises Gomez				
	Title:	Owner				
	Email:	moigomez11@gmail.com				
	Phone:	951-231-8299				
Company Name		American Business Machines				
"DBA" (if applicable)						
Company Street Address		821 18th St.				
City	Bakersfield	State	CA	Zip	93301	
Sales and Support	Name:	Ronnie Lemen		Notes, including territory restrictions		
	Title:	Security Solutions Account Ex		No Restrictions		
	Email:	rlemen@abm1.com				
	Phone:	661-324-4741				
Remit To / Payment	Name:	Accounts Payable				
	Title:	AP Clerk				
	Email:	ap@abm1.com				
	Phone:	661-324-4741				

Company Name		Qovo Solutions				
"DBA" (if applicable)						
Company Street Address		16060 Caputo Dr Suite 120				
City	Morgan Hill	State	CA	Zip	95037	
Sales and Support	Name:	Nick Kygar			Notes, including territory restrictions No Restrictions	
	Title:	Director of Sales				
	Email:	nick@qovoinc.com				
	Phone:	844-768-6462				
Remit To / Payment	Name:	Accounting				
	Title:	Accounting				
	Email:	Accounting@qovoinc.com				
	Phone:	844-768-6462				
Company Name		Excel Electric of Tacoma				
"DBA" (if applicable)						
Company Street Address		5823 South Adams Street				
City	Tacoma	State	WA	Zip	98409	
Sales and Support	Name:	Ubie Stagg			Notes, including territory restrictions No Restrictions	
	Title:	Owner				
	Email:	ubie@exceltacoma.com				
	Phone:	253-606-1198				
Remit To / Payment	Name:	Blake Stocker				
	Title:	Controller				
	Email:	blake@exceltacoma.com				
	Phone:	253-475-6950				
Company Name		VECA Electric & Technologies LLC				
"DBA" (if applicable)						
Company Street Address		5614 7th Ave South				
City	Seattle	State	WA	Zip	98108	
Sales and Support	Name:	Jay Mcarthur			Notes, including territory restrictions No Restrictions	
	Title:	Project Manager				
	Email:	jmcarthur@veca.com				
	Phone:	206-472-5514				
Remit To / Payment	Name:	Accounts Payable				
	Title:	Accounts Payable				
	Email:	accounts.payable@veca.com				
	Phone:	206-436-5200				

Company Name		Nitor				
"DBA" (if applicable)						
Company Street Address		3630 Clemmons Road, Suite 303				
City	Clemmons	State	North Carolina	Zip	27012	
Sales and Support	Name:	John Parks	Notes, including territory restrictions			
	Title:	President/CEO				
	Email:	jparks@nitorsi.com				
	Phone:	615-419-2499				
Remit To / Payment	Name:	John Parks/Tammi Litchy	No Restrictions			
	Title:	Sales Manager/Accounting Manager				
	Email:	jparks@nitorsi.com / tlichty@				
	Phone:	615-419-2499				
Company Name		PIXEL SECURITY				
"DBA" (if applicable)						
Company Street Address		4647 SW Huber Street				
City	Portland	State	OR	Zip	97219	
Sales and Support	Name:	Brandon Jones	Notes, including territory restrictions			
	Title:	Sales				
	Email:	bjones@pixelsecurity.com				
	Phone:	503-334-1400				
Remit To / Payment	Name:	Marie Ketchum				
	Title:	Office Manager				
	Email:	mketchum@pixelsecurity.com				
	Phone:	503-946-5750				
Company Name		High Tech Security				
"DBA" (if applicable)						
Company Street Address		8726 S, Sepulveda Blvd #A				
City	Los Angeles	State	CA	Zip	90045	
Sales and Support	Name:	Raymond Fouladian	Notes, including territory restrictions			
	Title:	President				
	Email:	raymond@hightechlax.com				
	Phone:	310-466-1734				
Remit To / Payment	Name:	Raymond Fouladian	No Restrictions			
	Title:	President				
	Email:	raymond@hightechlax.com				
	Phone:	310-466-1734				

Company Name		Pacific Crest Systems LLC				
"DBA" (if applicable)						
Company Street Address		13183 Wickiup Dr.				
City	Oregon City	State	OR	Zip	97045	
Sales and Support	Name:	Jeff Galusha	Notes, including territory restrictions No Restrictions			
	Title:	Owner				
	Email:	jeff.galusha@pacificcrestsyste				
	Phone:	503-481-1622				
Remit To / Payment	Name:	Jeff Galusha				
	Title:	Owner				
	Email:	jeff.galusha@pacificcrestsyste				
	Phone:	503-481-1622				

Company Name		Pacific States Communications of Nevada Inc				
"DBA" (if applicable)						
Company Street Address		240 So. Rock Blvd, 11				
City	Reno	State	NV	Zip	89502	
Sales and Support	Name:	Michael W. Buis	Notes, including territory restrictions No Restrictions			
	Title:	CEO				
	Email:	mbuis@pacstatesnv.com				
	Phone:	775-284-4103				
Remit To / Payment	Name:	Colette Cooke				
	Title:	Accounting				
	Email:	ccooke@pacstatenv.com				
	Phone:	775-284-4131				

Company Name		Alpine Alarm Communications & Construction				
"DBA" (if applicable)						
Company Street Address		PO Box 3053				
City	La Grande	State	OR	Zip	97850	
Sales and Support	Name:	Robert Minarich	Notes, including territory restrictions No Restrictions			
	Title:	Director of Sales				
	Email:	robert@alpinealarm.com				
	Phone:	866-804-2698				
Remit To / Payment	Name:	Addie Hammond				
	Title:	Director of Finance				
	Email:	addie@alpinealarm.com				
	Phone:	866-804-2698				

Company Name		Olezka Global				
"DBA" (if applicable)						
Company Street Address		4229 N FM 620 Suite 308				
City	Austin	State	TX	Zip	78734	
Sales and Support	Name:	David Waida	Notes, including territory restrictions			
	Title:	CEO				
	Email:	dw@olezkaglobal.com				
	Phone:	512-963-1900				
Remit To / Payment	Name:	Liz Ashton	No Restrictions			
	Title:	Accounting/Management				
	Email:	la@olezkaglobal.com				
	Phone:	512-364-4238				
Company Name		All On Electric				
"DBA" (if applicable)						
Company Street Address		1615 N Oak Street				
City	Canby	State	OR	Zip	97013	
Sales and Support	Name:	Micky Hayzlett	Notes, including territory restrictions			
	Title:	Owner				
	Email:	micky@allonvoltage.com				
	Phone:	503-208-4034				
Remit To / Payment	Name:	Micky Hayzlett	No Restrictions			
	Title:	Owner				
	Email:	micky@allonvoltage.com				
	Phone:	503-208-4034				
Company Name		Bluebird				
"DBA" (if applicable)						
Company Street Address		5815 Windward Parkway				
City	Alpharetta	State	GA	Zip	30005	
Sales and Support	Name:	Matt Kendall	Notes, including territory restrictions			
	Title:	Founder				
	Email:	mkendrall@trustbluebird.com				
	Phone:	202-390-9390				
Remit To / Payment	Name:	Matt Kendall	No Restrictions			
	Title:	Founder				
	Email:	mkendrall@trustbluebird.com				
	Phone:	202-390-9390				

City of
IRWINDALE
AGENDA REPORT

Date: September 9, 2026

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Approval of Parcel Map No. 83854 - 13620 Live Oak Lane and Related Subdivision Improvement Agreement

City Manager's Recommendation:

That the City Council (1) approve Parcel Map No. 83854 and authorize the City Clerk, City Treasurer and the City Engineer to sign the map on behalf of the City; (2) approve the related Subdivision Improvement Agreement and authorize the Mayor to sign the agreement, subject to City Attorney approval as to form; and (3) direct the City Engineer to submit Parcel Map No. 83854 to the Los Angeles County Registrar Recorder's office for recordation and return a recorded copy of this Parcel Map to the City Clerk's office.

Administrative Action:

Submitted / Prepared by:

Eddie Chan, Director of Engineering/Building Official



Reviewed by:

Jamie Koontz, Assistant City Attorney

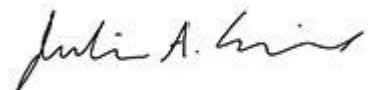


Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

On March 12, 2025, the Irwindale City Council approved Tentative Parcel Map No. 83854 allowing the subdivision of 6 parcels on the property located at 13620 Live Oak Lane.

The applicant, KP Irwindale Owner, LLC has agreed to the final conditions of approval for this Parcel Map, as outlined in Irwindale City Council Resolution No. 2025-05-3593. The Public Works Engineering Department's final conditions of approval, which are required for the approval of this parcel map, have been met with the exception of all development related requirements. As such, these conditions will be met prior to the issuance of a certificate of occupancy.

In regards to the final conditions of approval pertaining to the Public Works Engineering Department, the applicant has submitted the required faithful performance bond, labor and material bond, and the subdivision improvement agreement (attached), in the amount approved by the City Engineer, to ensure that the required offsite improvements will be constructed as a part of the subject project.

The City's contract surveyor has checked and approved this Parcel Map for mathematical accuracy, survey analysis, title information and compliance with the State Subdivision Map Act.

This parcel map shall adhere to all Mitigation Measures identified in that adopted Mitigation Monitoring and Reporting Program (MMRP), made a part of the Final Environmental Impact Report (SCH# 2023020290) associated with the project in compliance with the California Environmental Quality Act (CEQA), pursuant to Section 15091, which was adopted by the Irwindale City Council Resolution No. 2025-01-3589.

Based on the forgoing, it is recommended that the City Council (1) approve Parcel Map No. 83854 and authorize the City Clerk, City Treasurer and the City Engineer to sign the map on behalf of the City; (2) approve the related Subdivision Improvement Agreement and authorize the Mayor to sign the agreement, subject to City Attorney approval as to form; and (3) direct the City Engineer to submit Parcel Map No. 83854 to the Los Angeles County Registrar Recorder's office for recordation and return a recorded copy of this Parcel Map to the City Clerk's office.

Fiscal Impact:

None

Attachments:

1.	Subdivision Improvement Agreement
2.	Parcel Map No.83854

SUBDIVISION IMPROVEMENT AGREEMENT

by and between

CITY OF IRWINDALE

And

KP Irwindale Owner, LLC

**SUBDIVISION IMPROVEMENT AGREEMENT BETWEEN
THE CITY OF IRWINDALE
AND
KP IRWINDALE OWNER, LLC**

Agreement Date: September 9, 2026

Subdivider Name: KP Irwindale Owner, LLC (hereinafter "Subdivider")

Subdivision Name: **Parcel Map No. 83854 (No. of Lots:** 6 parcels) (hereinafter "Subdivision")

Tentative Map No.: 83854 (**Approval Date:** March 12, 2025) (hereinafter "Approved Tentative Map")

Improvement Plans Approved On: _____ (hereinafter "Plans")

Estimated Total Cost of Improvements: **\$ 3,011,900**

(including Street Improvements, Signing and Striping, Sewer System, Street Lighting & Water system)

Estimated Total Cost of Monumentation: **\$42,000** (based upon the Plans, including individual lots, subdivision boundary and public improvements)

Security:

Bond Nos.: 800191673, 800191683, & 800191684

Surety: _____

- OR -

Irrevocable Standby Letter of Credit No.: _____

Financial Institution: _____

- OR -

Cash/Certificate of Deposit, Agreement Dated: _____

Financial Institution: _____

Designees for the Service of Written Notice:

CITY:	SUBDIVIDER:
City Engineer City of Irwindale 5050 N. Irwindale Ave. Irwindale, CA 91706 (626) 420-2200	Name: KP Irwindale Owner, LLC Address: 11150 Santa Monica Blvd, Suite 300 Los Angeles, CA 90025 Tel.: 310-203-1845
CITY PROJECT INSPECTOR	SURETY
City of Irwindale 5050 N. Irwindale Ave. Irwindale, CA 91706 (626) 420-2200	Name: Address: Tel.:

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SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT (this "Agreement") is entered into this ____ day of _____, 20__, by and between the CITY OF IRWINDALE, a municipal corporation, organized and existing in the County of Los Angeles, under and by virtue of the laws of the State of California, ("CITY"), and KP Irwindale Owner, LLC, A Delaware Limited Liability Company (Subdivider").

RECITALS

A. Subdivider is the owner of, and has obtained approval of a subdivision map identified as **Tentative (Tract/Parcel) Map No. 83854**, (the "Map"), located in the City of Irwindale, County of Los Angeles, State of California (the "Property"), as described on Exhibit "A". The Map requires Subdivider to comply with certain conditions of approval for the development of the Property (the "Conditions") as described on Exhibit "B".

B. Pursuant to the Conditions, Subdivider, by the Map, has offered for dedication to City for public use of the streets and easements shown on the Map. City desires to accept the streets and easements shown on the Map for public use, and certain other improvements described in this Agreement.

C. Subdivider has delivered to City, and City has approved, plans and specifications and related documents for certain "Works of Improvement" (as hereinafter defined) which are required to be constructed and installed in order to accommodate the development of the Property.

D. Subdivider's agreement to construct and install the Works of Improvement pursuant to this Agreement and its offer of dedication of the streets, easements and other improvements and facilities, as shown on the Map, are a material consideration to City in approving **(Final/Parcel) Map No. 83854** for the Property and permitting development of the Property to proceed.

COVENANTS

Based upon the foregoing Recitals which are incorporated herein by reference and in consideration of City's approving the Map for the Property and permitting development of the Property to proceed, Subdivider agrees to timely perform all of its obligations as set forth herein.

1. Construction Obligations.

1.1. Works of Improvement. Subdivider agrees, at its sole cost and expense, to construct or install, or cause to be constructed or installed the street, drainage, domestic water, sanitary sewer, street lighting, landscaping, utility, and other improvements (the "Works of Improvement"), as the same may be supplemented and revised from time to time as set forth in this Agreement (said plans and specifications, together with all related documents, the "Plans"). The estimated construction cost for the Works of Improvement is **\$3,011,900**.

1.2. Other Obligations Referenced in Conditions of Tentative Map Approval. In addition to the foregoing, Subdivider shall satisfy all of the Conditions on the Map for the Property. The Conditions associated with the Map are included as Exhibit "B" attached hereto.

1.3. Intent of Plans. The intent of the Plans referenced in Section 1.1 is to prescribe a complete work of improvement which Subdivider shall perform or cause to be performed in a manner acceptable to the City Engineer, (or designee), and in full compliance with all codes and the terms of this Agreement. Subdivider shall complete a functional or operable improvement or facility, even though the Plans may not specifically call out all items of work required for Subdivider's contractor to complete its tasks, incidental appurtenances, materials, and the like. If any omissions are made or information necessary to carry out the full intent and meaning of the Plans, Subdivider or its contractor shall immediately notify its design engineer who will seek approval of the City Engineer for furnishing of detailed instructions. In the event of any doubt or question arising regarding the true meaning of any of the Plans, reference shall be made to the City Engineer whose decision thereon shall be final.

Subdivider recognizes that the Plans consist of general drawings. All authorized alterations affecting the requirements and information given on the Plans shall be in writing and approved by the City Engineer. The Plans shall be supplemented by such working or shop drawings as are necessary to adequately control the work. Without the City Engineer's prior written approval, no change shall be made by Subdivider or its contractor to any plan, specification, or working or shop drawing after it has been stamped as approved.

1.4. Survey Monuments. Before final approval of street improvements, Subdivider shall place survey monuments as shown on **(Final/Parcel) Map No. 83854** in accordance with the provisions of the State Subdivision Map Act and the Subdivision Ordinance of the City of Irwindale. Subdivider shall provide security for such obligation as provided in Section 4.1(a)(iii) and, after setting the monuments, Subdivider shall furnish the City Engineer written notice of the setting of said monuments and written proof of having paid the engineer or surveyor for the setting of said monuments.

1.5. Performance of Work. Subdivider shall furnish or cause to be furnished all materials, labor, tools, equipment, utilities, transportation, and incidentals required to perform Subdivider's obligations under this Agreement.

1.6. Changes in the Work. The City Engineer, without invalidating this Agreement and without notification to any of the sureties or financial institutions referenced in Paragraph 4, may order extra work or may make changes by altering or deleting any portion of the Works of Improvement as specified herein or as deemed necessary or desirable by the City Engineer as determined necessary to accomplish the purposes of this Agreement and to protect the public health, safety, or welfare. The City Engineer shall notify Subdivider or its contractor in writing (by Correction Notice) at the time a determination has been made to require changes in the work. No field changes performed or proposed by Subdivider or its contractor shall be binding on City unless approved in writing by the City Engineer. The City and Subdivider may mutually agree upon changes to the Works of Improvement, subject to the security requirements in Section 4.

1.7. Defective Work. Subdivider shall cause its contractor to repair, reconstruct, replace, or otherwise make acceptable any work found by the City Engineer to be defective.

1.8. No Warranty by City. The Plans for the Works of Improvement have been prepared by or on behalf of Subdivider or its consultants or contractors, and City makes no representation or warranty, express or implied, to Subdivider or to any other person regarding the adequacy of the Plans or related documents.

1.9. Authority of the City Engineer. In addition to the authority granted to the City Engineer elsewhere in this Agreement, the City Engineer shall have the authority to decide all questions which may arise as to the quality and acceptability of materials furnished and work performed, and all questions as to the satisfactory and acceptable fulfillment of the terms of this Agreement by Subdivider and its contractor.

1.10. Documents Available at the Site. Subdivider shall cause its contractor to keep a copy of all approved Plans at the job site and shall give access thereto to the City's inspectors and engineers at all times.

1.11. Inspection. Subdivider shall have an authorized representative on the job site at all times during which work is being done who has full authority to act for Subdivider, or its design engineer, and Subdivider's contractor(s) regarding the Works of Improvement. Subdivider shall cause its contractor to furnish the City with every reasonable facility for ascertaining whether or not the Works of Improvement as performed are in accordance with the requirements and intent of this Agreement, including the Plans. If the City inspector requests it, the Subdivider's contractor, at any time before acceptance of the Works of Improvement, shall remove or uncover such portions of the finished work as may be directed which have not previously been inspected. After examination, the Subdivider's contractor shall restore said portions of the work to the standards required hereunder. Inspection or supervision by the City Engineer (or designee) shall not be considered as direct control of the individual workmen on the job site. City's inspectors shall have the authority to stop any and all work not in accordance with the requirements contained or referenced in this Agreement.

The inspection of the work by City shall not relieve Subdivider or its contractor of any obligations to fulfill this Agreement as herein provided, and unsuitable materials or work may be rejected notwithstanding that such materials or work may have been previously overlooked or accepted.

1.12. Compliance With Law; Applicable Standards for Improvements. In addition to the express provisions of this Agreement and the Plans, Subdivider shall cause construction of the Works of Improvement to be completed in accordance with all other applicable federal, state, and local laws, ordinances, rules and regulations. In addition, without limiting the foregoing, the Subdivider shall, at its expense, obtain and comply with the conditions of all necessary permits and licenses for the construction of the Works of Improvement. The Subdivider shall also give all necessary notices and pay all fees and taxes as required by law.

Subdivider shall construct the improvements in accordance with the City standards in effect at the time of the adoption of the Approved Tentative Map. City reserves the right to

protect the public safety or welfare or comply with applicable Federal or State law or City zoning ordinances.

1.13. Suspension of Work. The City Engineer shall have authority to order suspension of the work for failure of the Subdivider's contractor to comply with law pursuant to Section 1.12. In case of suspension of work for any cause whatsoever, Subdivider and its contractor shall be responsible for all materials and shall store them properly if necessary, and shall provide suitable interim drainage and/or dust control measures, and erect temporary structures where necessary.

1.14. Erosion and Dust Control and Environmental Mitigation. All grading, landscaping, and construction activities shall be performed in a manner to control erosion and prevent flooding problems. The City Engineer shall have the authority to require erosion plans to prescribe reasonable controls on the method, manner, and time of grading, landscaping, and construction activities to prevent nuisances to surrounding properties. Plans shall include without limitation temporary drainage and erosion control requirements, dust control procedures, restrictions on truck and other construction traffic routes, noise abatement procedures, storage of materials and equipment, removal of garbage, trash, and refuse, securing the job site to prevent injury, and similar matters.

1.15. Final Acceptance of Works of Improvement. After Subdivider's contractor has completed all of the Works of Improvement, Subdivider shall then request a final inspection of the work. If items are found by the City's inspectors to be incomplete or not in compliance with this Agreement or any of the requirements contained or referenced herein, City will inform the Subdivider or its contractor of such items. After the Subdivider's contractor has completed these items, the procedure shall then be the same as specified above for the Subdivider's contractor's initial request for final inspection. If items are found by City's inspectors to be incomplete or not in compliance after two (2) "final" inspections, the City may require the Subdivider or its contractor, as a condition to performing further field inspections, to submit in writing a detailed statement of the work performed subsequent to the date of the previous inspection which was found to be incomplete or not in compliance at that time. Subdivider shall be responsible for payment to City Engineer of re-inspection fees in the amount necessary to cover the City's costs for additional final inspections, as determined by the City Engineer.

No inspection or acceptance pertaining to specific parts of the Works of Improvement shall be construed as final acceptance of any part until the overall final acceptance by the City Engineer is made. The City Engineer shall make a certification of completion and acceptance on the Works of Improvement by recordation of a Notice of Acceptance on behalf of the City. Final acceptance shall not constitute a waiver by the City Engineer of defective work subsequently discovered.

The date on which the Works of Improvement will be considered as complete shall be the date of the Notice of Acceptance.

1.16. Vesting of Ownership. Upon recordation of the Notice of Acceptance, ownership of the Works of Improvement shall vest in the City.

1.17. Subdivider's Obligation to Warn Public During Construction. Until recordation of the Notice of Acceptance, Subdivider shall give good and adequate warning to the public of any dangerous condition of the Works of Improvements, and shall take reasonable actions to protect the public from such dangerous condition. Until recordation of the Notice of Acceptance, Subdivider shall provide forty-eight (48) hours' advance written notice to all neighboring property owners and tenants affected by Subdivider's operations or construction of the hours, dates and duration of any planned construction activities.

1.18. Injury to Public Improvements, Public Property or Public Utility. Until recordation of the Notice of Acceptance of the Works of Improvement, Subdivider assumes responsibility for the care and maintenance of, and any damage to, the Works of Improvements. Subdivider shall replace or repair all Works of Improvements, public property, public utility facilities, and surveying or subdivision monuments and benchmarks which are destroyed or damaged for any reason, regardless whether resulting from the acts of the Subdivider, prior to the recordation of the Notice of Acceptance. Subdivider shall bear the entire cost of such replacement or repairs regardless of what entity owns the underlying property. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

Neither the City, nor any officer or employee thereof, shall be liable or responsible for any accident, loss or damage, regardless of cause, occurring to the work or Works of Improvements prior to recordation of the Notice of Acceptance of the work or improvements.

2. Time for Performance.

2.1. Commencement and Completion Dates. Subject to Sections 2.2 and 2.3 below, Subdivider shall (i) commence with construction and installation of the Works of Improvement thirty (30) days following City's approval of the Plans ("Commencement Date"); and (ii) complete or cause to be completed all of the Works of Improvement two (2) years after the Commencement Date. In the event good cause exists as determined by the City Engineer, the time for commencement of construction or completion of the Works of Improvement hereunder may be extended for a period or periods not exceeding two (2) years. Extensions shall be executed in writing by the City Engineer. The City Engineer in his or her sole discretion determines whether or not the Subdivider has established good cause for an extension. As a condition of such extension, the City Engineer may require Subdivider to furnish new security guaranteeing performance of this Agreement, as extended, in an increased amount to compensate for any increase in construction costs as determined by the City Engineer. If Subdivider requests and is granted an extension of time for completion of the improvements, City may apply the standards in effect at the time of the extension.

2.2. Phasing Requirements. Notwithstanding the provisions of Section 2.1, the City reserves the right to control and regulate the phasing of completion of specific Works of Improvement as required to comply with applicable City ordinances, regulations, and rules relating to the timely provision of public services and facilities. In addition to whatever other remedies the City may have for Subdivider's failure to satisfy such phasing requirements, as the same now exist or may be amended from time to time, Subdivider acknowledges City's right to withhold the issuance of further building permits on the Property until such phasing requirements are satisfied. Prior to issuance of building permits, Subdivider shall provide

satisfactory evidence that all applicable requirements that are a condition to issuance of building permits have been satisfied. Such requirements may include the payment of fees, construction of improvements, or both. Final inspections or issuance of Certificates of Occupancy may be withheld from the Subdivider by the City, if, upon a determination by the City Engineer, completion of specific Works of Improvements or other requirements associated with the development of the Property have not been completed to the City Engineer's satisfaction.

2.3. Force Majeure. Notwithstanding the provisions of Section 2.1, Subdivider's time for commencement and completion of the Works of Improvement shall be extended for the period of any enforced delay caused due to circumstances beyond the control and without the fault of Subdivider, including to the extent applicable adverse weather conditions, flood, earthquakes, strikes, lockouts, acts or failures to act of a public agency (including City), required changes to the scope of work required by City, and similar causes; provided, however, that the period of any enforced delay hereunder shall not include any period longer than five (5) days prior to City's receipt of a written notice from Subdivider or its contractor detailing the grounds for Subdivider's claim to a right to extend its time for performance hereunder. The City Engineer shall evaluate all claims to Force Majeure and the City Engineer's decision shall be final.

2.4. Continuous Work. After commencement of construction of the Works of Improvement (or separate portion thereof), Subdivider shall cause such work to be diligently pursued to completion, and shall not abandon the work for a consecutive period or more than thirty (30) days, events of Force Majeure excepted.

2.5. Reversion to Acreage. In addition to whatever other rights City may have due to Subdivider's failure to timely perform its obligations hereunder, Subdivider recognizes that City reserves the right to revert the Property to acreage subject to the limitations and requirements set forth in California Government Code Section 66499.11 through Section 66499.20.1. In this regard, Subdivider agrees that if the Works of Improvement have not been completed on or before the later of two (2) years from the date of this Agreement or within the time allowed herein, whichever is the later, and if City thereafter initiates proceedings to revert the Property to acreage, pursuant to Government Code Section 66499.16, Subdivider hereby consents to such reversion to acreage and agrees that any improvements made by or on behalf of Subdivider shall not be considered in determining City's authority to revert the Property to acreage.

3. Labor.

3.1. Labor Standards. This Agreement is subject to, and Subdivider agrees to comply with, all of the applicable provisions of the Labor Code including, but not limited to, the wage and hour, prevailing wage, worker compensation, and various other labor requirements in Division 2, Part 7, Chapter 1, including section 1720 to 1740, 1770 to 1780, 1810 to 1815, 1860 to 1861, which provisions are specifically incorporated herein by reference as set forth herein in their entirety. Subdivider shall expressly require compliance with the provisions of this Section in all agreements with contractors and subcontractors for the performance of the Works of Improvement.

3.2. Nondiscrimination. In accordance with the California Fair Employment and Housing Act ("FEHA"), California Government Code Section 12940 *et seq.*, Subdivider agrees that Subdivider, its agents, employees, contractors, and subcontractor performing any of the Works of Improvement shall not discriminate, in any way, against any person on the basis of race, ethnicity, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Subdivider shall expressly require compliance with the provisions of this Section in all agreements with contractors and subcontractors for the performance of this Agreement.

3.3. Licensed Contractors. Subdivider shall cause all of the Works of Improvement to be constructed by contractors and subcontractors with valid California Contractors' licenses for the type of work being performed. All of Subdivider's contractors and subcontractors shall obtain a valid City of Irwindale business license prior to performing any work pursuant to this Agreement. Subdivider shall provide the City Engineer with a list of all of its contractors and subcontractors prior to initiating any work, and all valid Contractor's licenses and business licenses issued thereto as a condition of constructing the Works of Improvements.

3.4. Worker's Compensation. Subdivider shall cause every contractor and subcontractor performing any of the Works of Improvement to carry Workers' Compensation Insurance as required by the Labor Code of the State of California and shall cause each such contractor and subcontractor to submit to City a Certificate of Insurance verifying such coverage prior to such contractor or subcontractor entering onto the job site.

4. Security.

4.1. Required Security.

(a) At the time Subdivider executes this Agreement, Subdivider shall furnish to City the following bonds, letters of credit, instruments of credit (assignment of deposit account) or other security acceptable to City in its sole and absolute discretion and satisfying the requirements of the applicable provisions of this Section 4 below (hereinafter "Security Instruments"):

- (i) A Security Instrument securing Subdivider's faithful performance of all of the Works of Improvement ("Faithful Performance Security Instrument"), in the amount of **\$3,011,900** equal to 100% of the estimated construction cost referenced in Section 1.1.
- (ii) A Security Instrument guaranteeing the payment to contractors, subcontractors, and other persons furnishing labor, materials, and/or equipment ("Labor and Materials Security Instrument") with respect to the Works of Improvement in an amount equal to **\$3,011,900** equal to 100% of the estimated construction cost referenced in Section 1.1.

- (iii) A Security Instrument guaranteeing the payment of the cost of setting monuments as required in Section 1.4 in the amount of **\$42,000** equal to 120% of the cost thereof.

This Agreement shall not be effective for any purpose until such Security Instruments are supplied to and approved by City in accordance herewith.

(b) Required Security Instrument for Maintenance and Warranty. Prior to the City Council's acceptance of the Works of Improvement and recordation of a Notice of Completion, Subdivider shall deliver a Security Instrument warranting the work accepted for a period of one (1) year following said acceptance ("Maintenance and Warranty Security Instrument"), in the amount of **\$548,355** equal to 15% of the estimated construction cost set forth in Section 1.1 or a suitable amount determined by the City Engineer.

4.2. Form of Security Instruments. All Security Instruments shall be in the amounts required under Section 4.1 (a) or 4.1(b), as applicable, shall meet the following minimum requirements and otherwise shall be in a form provided by City or otherwise approved by the City Attorney:

(a) Bonds. For Security Instruments provided in the form of bonds, any such bond must be issued and executed by an insurance company or bank authorized to transact surety business in the State of California. Any insurance company acting as surety shall have a minimum rating of A-IX, as rated by the current edition of Best's Key Rating Guide published by A.M. Best's Company, Oldwick, New Jersey, 08858. Any bank acting as surety shall have a minimum rating of AA, as rated by Moody's or Standard & Poor's.

(b) Letters of Credit. For Security Instruments which are letters of credit, any letter of credit shall be an original separate unconditional, irrevocable, negotiable and transferable commercial letter of credit issued by a financial institution with offices in the State of California acceptable to City. Any such letter of credit shall specifically permit City to draw on same by unilateral certification of the City Engineer of the City that Subdivider is in default under its payment or performance obligations hereunder or in the event Subdivider fails to deliver a replacement letter of credit not less than thirty (30) days prior to the date of expiration of any such letter of credit and shall further be subject to the provisions of Section 4.4.

(c) Instrument of Credit. For Security Instruments which are Instruments of Credit, any Instrument of Credit shall be an assignment of deposit account assigning as security to City all of Subdivider's interest in funds on deposit in one or more bank accounts with financial institutions acceptable to City.

(d) General Requirements for all Security Instruments.

- (i) Payments under any Security Instruments shall be required to be made (and, with respect to bonds, litigation shall be required to be instituted and maintained) in the City of Irwindale, State of California (and the Security Instrument shall so provide).
- (ii) Each Security Instrument shall have a minimum term of one (1) year after the deadline for Subdivider's completing the Works of Improvement, in accordance with Section 2.1 (other than Instruments of Credit, which shall have no defined term or expiration date).
- (iii) Each Security Instrument shall provide that changes may be made in the Works of Improvement pursuant to the terms of this Agreement without notice to any issuer or surety and without affecting the obligations under such Security Instrument.
- (iv) If the Subdivider seeks to replace any security with another security, the replacement shall: (1) comply with all the requirements for security in this Agreement; (2) be provided by the Subdivider to the City Engineer; and (3) upon its written acceptance by the City Engineer, be deemed a part of this Agreement. Upon the City Engineer's acceptance of a replacement security, the former security may be released by the City.

4.3. Subdivider's Liability. While no action of Subdivider shall be required in order for City to realize on its security under any Security Instrument, Subdivider agrees to cooperate with City to facilitate City's realization under any Security Instrument, and to take no action to prevent City from such realization of any Security Instrument. Notwithstanding the giving of any Security Instrument or the subsequent expiration of any Security Instrument or any failure by any surety or financial institution to perform its obligations with respect thereto, Subdivider shall be personally liable for performance under this Agreement and for payment of the cost of the labor and materials for the improvements required to be constructed or installed hereby and shall, within ten (10) days after written demand therefor, deliver to City such substitute security as City shall require satisfying the requirements in this Section 4.

4.4. Letters of Credit.

- (a) In the event a letter of credit is given pursuant to Section 4.2(b), City shall be entitled to draw on any such letter of credit if a replacement letter of credit (expiring in not less than one (1) year, unless City agrees to a lesser term in City's sole and absolute discretion) is not delivered not less than thirty (30) days prior to the expiration of the original letter of credit, such substitute letter of credit being in the same amount and having the terms and conditions as the initial letter of credit delivered hereunder, issued by a financial institution acceptable to City as of the date of delivery of the replacement letter of credit.

(b) In the event of draw by the City on a letter of credit, the City may elect, in its sole and absolute discretion, to apply any such funds drawn to the obligations secured by such letter of credit or to hold such funds in an account under the control of the City, with no interest accruing thereon for the benefit of the Subdivider. If the City elects to hold the funds in an account pursuant to the foregoing, City may thereafter at any time elect instead to apply such funds as provided in the foregoing. Subdivider agrees and hereby grants City a security interest in such account to the extent required for City to realize on its interests therein, and agrees to execute and deliver to City any other documents requested by City in order to evidence the creation and perfection of City's security interest in such account.

4.5. Release of Security Instruments. The City shall release all Security Instruments consistent with Government Code Sections 66499.7 and 66499.8 and as follows:

(a) City shall release the Faithful Performance Security Instrument and Labor and Materials Security Instrument when all of the following have occurred:

- (i) Subdivider has made written request for release and provided evidence of satisfaction of all other requirements in this Section 4.5;
- (ii) the Works of Improvement have been accepted;
- (iii) Subdivider has delivered the Maintenance and Warranty Security Instrument; and
- (iv) After passage of the time within which lien claims are required to be made pursuant to Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California. If lien claims have been timely filed, City shall hold the Labor and Materials Security Instrument until such claims have been resolved, Subdivider has provided a statutory bond, or otherwise as required by applicable law.

(b) City shall release the Maintenance and Warranty Security Instrument upon Subdivider's written request upon the expiration of the warranty period, and settlement of any claims filed during the warranty period.

(c) The City may retain from any security released, an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorney's fees.

5. Cost of Construction and Provision of Inspection Service.

5.1. Subdivider Responsible for All Costs of Construction. Subdivider shall be responsible for payment of all costs incurred for construction and installation of the Works of

Improvement. In the event Subdivider is entitled to reimbursement from City for any of the Works of Improvement, such reimbursement shall be subject to a separate Reimbursement Agreement to be entered into between Subdivider and City prior to construction of the Works of Improvement.

5.2. Payment to City for Cost of Related Inspection and Engineering Services. Subdivider shall compensate City for all of City's costs reasonably incurred in having its authorized representative make the usual and customary inspections of the Works of Improvement. In addition, Subdivider shall compensate City for all design, plan check, evaluating any proposed or agreed-upon changes in the work. The procedures for deposit and payment of such fees shall be as established by the City. In no event shall Subdivider be entitled to additional inspections or a final inspection and acceptance of any of the Works of Improvement until all City fees and charges have been fully paid, including without limitation, charges for applicable penalties and additional required inspections.

6. Acceptance of Offers of Dedication. The City Council shall pass as appropriate resolution or resolutions accepting all offers of dedication shown on the Map for the Property, with acceptance to become effective upon completion and acceptance by City of the Works of Improvement. Such resolution(s) shall authorize the City Clerk to execute the Certificate made a part of the Map regarding said acceptance of the offer of dedication.

7. Warranty of Work. Subdivider shall guarantee all Works of Improvement against defective materials and workmanship for a period of one (1) year from the date of final acceptance. If any of the Works of Improvement should fail or prove defective within said one (1) year period due to any reason other than improper maintenance, or if any settlement of fill or backfill occurs, or should any portion of the Works of Improvement fail to fulfill any requirements of the Plans, Subdivider, within fifteen (15) days after written notice of such defects, or within such shorter time as may reasonably be determined by the City in the event of emergency, shall commence to repair or replace the same together with any other work which may be damaged or displaced in so doing. Should Subdivider fail to remedy defective material and/or workmanship or make replacements or repairs within the period of time set forth above, City may make such repairs and replacements and the actual cost of the required labor and materials shall be chargeable to and payable by Subdivider. The warranty provided herein shall not be in lieu of, but shall be in addition to, any warranties or other obligations otherwise imposed by law.

8. Default.

8.1. Default by Subdivider. Default by Subdivider shall include, but not be limited to:

- (a) Subdivider's failure to timely commence construction of Works of Improvement under this Agreement;
- (b) Subdivider's failure to timely complete construction of the Works of Improvement;

- (c) Subdivider's failure to perform substantial construction work for a period for 20 consecutive calendar days after commencement of the work;
- (d) Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, either voluntary or involuntary, which Subdivider fails to discharge within 30 days;
- (e) The commencement of a foreclosure action against the subdivision or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or
- (f) Subdivider's failure to perform any other obligation under this Agreement.

8.2. Remedies. The City reserves all remedies available to it at law or in equity for a default or breach of Subdivider's obligations under this Agreement. The City shall have the right, subject to this Section, to draw upon or use the appropriate security to mitigate the City's damages in the event of default by Subdivider. The City's right to draw upon or use the security is in addition to any other remedy available to City. The parties acknowledge that the estimated costs and security amounts may not reflect the actual cost of construction of the improvements and, therefore, City's damages for Subdivider's default shall be measured by the cost of completing the required improvements. The City may use the sums provided by the securities for the completion of the Works of Improvement in accordance with the plans. In the event the Subdivider fails to cure any default under this Agreement within 20 days after the City mails a notice of such default to the Subdivider and the Subdivider's surety, Subdivider authorizes the City to perform the obligation for which Subdivider is in default and agrees to pay the entire cost of such performance by the City. The City may take over the work and complete the Works of Improvement, by contract or by any other method City deems appropriate, at the expense of the Subdivider. In such event, City, without liability for doing so, may complete the Works of Improvement using any of Subdivider's materials, appliances, plans and other property that are at the work site and that are necessary to complete the Works of Improvement.

8.3. Notice of Violation. The Subdivider's failure to comply with the terms of this Agreement constitutes Subdivider's consent for the City to file a notice of violation against all the lots in the Subdivision, or to rescind or otherwise revert the Subdivision to acreage. Subdivider specifically recognizes that the determination of whether a reversion to acreage or rescission of the Subdivision constitutes an adequate remedy for default by the Subdivider shall be within the sole discretion of the City.

8.4. Remedies Not Exclusive. In any case where this Agreement provides a specific remedy to City for a default by Subdivider hereunder, the Subdivider agrees that the choice of remedy or remedies for Subdivider's breach shall be in the discretion of the City. Additionally, any remedy specifically provided in this Agreement shall be in addition to, and not exclusive of, City's right to pursue any other administrative, legal, or equitable remedy to which it may be entitled.

8.5. Attorney's Fees and Costs. In the event that Subdivider fails to perform any obligation under this Agreement, Subdivider agrees to pay all costs and expenses incurred

by City in securing performance of such obligations, including costs of suit and reasonable attorney's fees. In the event of any dispute arising out of Subdivider's performance of its obligations under this Agreement or under any of the Security Instruments referenced herein, the prevailing party in such action, in addition to any other relief which may be granted, shall be entitled to recover its reasonable attorney's fees and costs. Such attorney's fees and cost shall include fees and costs on any appeal, and in addition a party entitled to attorney's fees and costs shall be entitled to all other reasonable costs incurred in investigating such action, taking depositions and discovery, retaining expert witnesses, and all other necessary and related costs with respect to the litigation. All such fees and costs shall be deemed to have accrued on commencement of the action and shall be enforceable whether or not the action is prosecuted to judgment.

8.6. Waiver. No waiver by the City of any breach or default by the Subdivider shall be considered valid unless in writing, and no such waiver by the City shall be deemed a waiver of any subsequent breach or default by the Subdivider.

9. Indemnity/Hold Harmless. City or any officer, employee or agent thereof shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of Subdivider, its agents, employees, contractors and subcontractors in the performance of this Agreement. Subdivider further agrees to protect, defend, indemnify and hold harmless City, its officials, boards and commissions, and members thereof, agents, and employees from any and all claims, demands, causes of action, liability or loss of any sort, because of, or arising out of, acts or omissions of Subdivider, its agents, employees, contractors and subcontractors in the performance of this Agreement, except for such claims, demands, causes of action, liability or loss arising out of the sole active negligence of the City, its officials, boards, commissions, the members thereof, agents and employees, including all claims, demands, causes of action, liability or loss because of or arising out of, in whole or in part, the design or construction of the improvements. This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of said Subdivision, and the public improvements as provided herein, and in addition, to adjacent property owners as a consequence of the diversion of waters from the design and construction of public drainage systems, streets and other improvements. Recordation of the Notice of Acceptance by the City of the Works of Improvements shall not constitute an assumption by the City of any responsibility for any damage or taking covered by this Section. City shall not be responsible for the design or construction of the property to be dedicated or the improvements pursuant to the approved improvement plans or map, regardless of any negligent action or inaction taken by the City in approving the plans or map, unless the particular improvement design was specifically required by City over written objection by Subdivider submitted to the City Engineer before approval of the particular improvement design, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternative safe and feasible design.

After recordation of the Notice of Acceptance, the Subdivider shall remain obligated to eliminate any latent defect in design or dangerous condition caused by the design or construction defect; however, Subdivider shall not be responsible for routine maintenance. The provisions of this paragraph shall remain in full force and effect for ten (10) years following the recordation of the Notice of Acceptance by the City of the Works of Improvements. It is

the intent of this section that Subdivider shall be responsible for all liability for design and construction of the improvements installed or work done pursuant to this Agreement and that City shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving or reviewing any work or construction. The improvement security shall not be required to cover the provisions of this Paragraph.

Subdivider shall reimburse the City for all costs and expenses, including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, and court costs, incurred by City in enforcing this Section.

10. Subdivider's Indemnity of Project Approval. Subdivider shall defend, indemnify, and hold harmless the City and its agents, officers, and employees from any claim, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void, or annul, an approval of the City, advisory agency, appeal board, or legislative body concerning the Subdivision. The City shall promptly notify the Subdivider of any claim, action, or proceeding and cooperate fully in the defense of any such claim, action, or proceeding. In the event City fails to promptly notify the Subdivider of any claim, action, or proceeding, or if the City fails to cooperate in the defense, the Subdivider shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Nothing in this Section prohibits the City from participating in the defense of any claim, action, or proceeding if City bears its own attorney's fees and costs and defends the action in good faith. Subdivider shall not be required to pay or perform any settlement unless the settlement is approved by the Subdivider.

11. Insurance Requirements. Subdivider, at Subdivider's sole cost and expense and for the full term of this Agreement and any extensions thereto, shall obtain and maintain all of the following minimum insurance requirements in a form approved by the City's authorized designee for Risk Management prior to commencing any work:

(a) Commercial General Liability policy with a minimum \$1 million combined single limit for bodily injury and property damage providing all of the following minimum coverage without deductibles:

- (i) Premises operations; including X, C, and U coverage;
- (ii) Owners' and contractors' protection;
- (iii) Blanket contractual;
- (iv) Completed operations; and
- (v) Products.

(b) Commercial Business Auto policy with a minimum \$1 million combined single limit for bodily injury and property damage, providing all of the following minimum coverage without deductibles:

- (i) Coverage shall apply to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this Agreement; and
 - (ii) Any and all mobile equipment including cranes which are not covered under the above Commercial Business Auto policy shall have said coverage provided under the Commercial General Liability policy.
- (c) Workers Compensation and Employers' Liability policy in accordance with the laws of the State of California and providing coverage for any and all employees of the Subdivider:
- (i) This policy shall provide coverage for Workers' Compensation (Coverage A); and
 - (i) This policy shall provide coverage for \$1,000,000 Employers' Liability (Coverage B).
 - (ii) Pursuant to Labor Code section 1861, Subdivider by executing this Agreement certifies: *"I am aware of the provisions of Section 3700 of the Labor Code which requires 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."*
 - (iii) Prior to commencement of work, the Subdivider shall file with the City's Risk Manager a Certificate of Insurance or certification of permission to self-insure workers' compensation conforming to the requirements of the Labor Code.
- (d) Endorsements. All of the following endorsements are required to be made a part of each of the above-required policies as stipulated below:
- (i) "The City of Irwindale, its officers, employees and agents are hereby added as additional insureds."
 - (ii) "This policy shall be considered primary insurance with respect to any other valid and collectible insurance the City may possess, including any self-insured retention the City may have and any other insurance the City does possess shall be considered excess insurance only."
 - (iii) "This insurance shall act for each insured and additional insured as though a separate policy has been written for each. This, however, will not act to increase the limit of the insuring company."

- (iv) "Thirty (30) days prior written notice of cancellation shall be given to the City of Irwindale in the event of cancellation and/or reduction in coverage, except that ten (10) days prior written notice shall apply in the event of cancellation for non-payment of premium." Such notice shall be sent to the Risk Manager at the address indicated in Subsection f below.
- (v) Subsection d(iv) hereinabove "Cancellation Notice" is the only endorsement required of the Workers' Compensation and Employers' Liability policy.

(e) Admitted Insurers. All insurance companies providing insurance to the Subdivider under this Agreement shall be admitted to transact the business of insurance by the California Insurance Commissioner.

(f) Proof of Coverage. Copies of all required endorsements shall be attached to the Certificate of Insurance which shall be provided by the Subdivider's insurance company as evidence of the coverage required herein and shall be mailed to:

City of Irwindale
Risk Management
5050 N. Irwindale Ave.
Irwindale, CA 91706

12. Environmental Warranty.

12.1. Prior to the acceptance of any dedications or Works of Improvement by City, Subdivider shall provide City with a written warranty in a form substantially similar to Exhibit "C" attached hereto and incorporated herein by reference, that:

- (a) Neither the property to be dedicated nor Subdivider are in violation of any environmental law, and neither the property to be dedicated nor the Subdivider are subject to any existing, pending or threatened investigation by any federal, state or local governmental authority under or in connection with the environmental laws relating to the property to be dedicated.
- (b) Neither Subdivider nor any other person with Subdivider's permission to be upon the property to be dedicated shall use, generate, manufacture, produce, or release, on, under, or about the property to be dedicated, any Hazardous Substance except in compliance with all applicable environmental laws. For the purposes of this Agreement, the term "Hazardous Substances" shall mean any substance or material which is capable of posing a risk of injury to health, safety or property, including all those materials and substances designated as hazardous or toxic by any federal, state or local law, ordinance, rule, regulation or policy, including but not limited to, all of those materials and substances defined as "Toxic Materials" in Sections 66680 through 66685 of

Title 22 of the California Code of Regulations, Division 4, Chapter 30, as the same shall be amended from time to time, or any other materials requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.

(c) Subdivider has not caused or permitted the release of, and has no knowledge of the release or presence of, any Hazardous Substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.

(d) Subdivider's prior and present use of the property to be dedicated has not resulted in the release of any hazardous substance on the property to be dedicated.

12.2. Subdivider shall give prompt written notice to City of:

(a) Any proceeding or investigation by any federal, state or local governmental

(b) authority with respect to the presence of any hazardous substance on the property to be dedicated or the migration thereof from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.

(c) Any claims made or threatened by any third party against City or the property to be dedicated relating to any loss or injury resulting from any hazardous substance; and

(d) Subdivider's discovery of any occurrence or condition on any property adjoining or in the vicinity of the property to be dedicated that could cause the property to be dedicated or any part thereof to be subject to any restrictions on its ownership, occupancy, use for the purpose for which it is intended, transferability or suit under any environmental law.

13. General Provisions.

13.1. Successors and Assigns. This Agreement shall be binding upon all successors and assigns to Subdivider's right, title, and interest in and to the Property and any portion thereof. Subdivider hereby consents to City recording this Agreement as official records of Los Angeles County, affecting fee title interest to the Property to provide constructive notice of the rights and obligations incurred by Subdivider in the City's approval of this Agreement. In the event the Property is subsequently conveyed by Subdivider to a third party prior to completion of the Works of Improvement, whereby the third party is intended to assume Subdivider's responsibilities with regard to this Agreement, (the "Replacement Subdivider"), the rights and obligations of this Agreement shall transfer to the Replacement Subdivider; however, the Security Instruments required pursuant to Section 4 of this Agreement, and furnished by Subdivider as a condition of the City's approval of this Agreement, shall remain

Subdivider's responsibility to maintain until such time as Subdivider and its Replacement Subdivider enter into a Transfer and Assignment of Subdivision Agreement, (the "Transfer Agreement"), to acknowledge the transfer of fee title to the Property from the Subdivider to its Replacement Subdivider, and to acknowledge the rights and obligations associated with this Agreement upon the Replacement Subdivider, including Replacement Subdivider's responsibility to furnish replacement Security Instruments meeting the City's approval pursuant to Section 4 of this Agreement. Until such time as a Transfer Agreement, meeting the City's approval, is executed by Subdivider and its Replacement Subdivider, and replacement Security Instruments meeting City's approval are furnished by the Replacement Subdivider, Subdivider retains sole responsibility for maintaining all Security Instruments required pursuant to Section 4 of this Agreement.

13.2. No Third Party Beneficiaries. This Agreement is intended to benefit only the parties hereto and their respective successors and assigns. Neither City nor Subdivider intend to create any third party beneficiary rights in this Agreement in any contractor, subcontractor, member of the general public, or other person or entity.

13.3. No Vesting Rights. Performance by the Subdivider of this Agreement shall not be construed to vest Subdivider's rights with respect to any change in any zoning or building law or ordinance.

13.4. Subdivider is Not Agent of City. Neither Subdivider nor Subdivider's agents, contractors, or subcontractors are agents or contractors of the City in connection with the performance of Subdivider's obligations under this Agreement.

13.5. Time of the Essence. Time is of the essence of Subdivider's performance of all of its obligations under this Agreement.

13.6. Notices. Unless otherwise specified in this Agreement, all notices required or provided for under this Agreement shall be in writing and delivered in person or sent by mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notice shall be provided to the persons listed on Pages 1 and 2 of this Agreement by the parties for this purpose.

Either party may provide a new designated representative and/or address by written notice as provided in this Section.

13.7. No Apportionment. Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the parties, or from entering into agreements with other subdividers for the apportionment of costs of water and sewer mains, or other improvements pursuant to the provisions of the City ordinances providing therefore. Nor shall anything in the Agreement commit City to any such apportionment.

13.8. Severability. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by mutual written consent of the parties.

13.9. Captions. The captions of this Agreement are for convenience and reference only and shall not be used in the interpretation of any provision of this Agreement.

13.10. Incorporation of Recitals. The recitals to this Agreement are hereby incorporated into the terms of this Agreement.

13.11. Interpretation. This Agreement shall be interpreted in accordance with the laws of the State of California.

13.12. Entire Agreement; Waivers and Amendments. This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the parties with respect to all or part of the subject matter hereof, except as may be expressly provided herein. All waivers of the provisions of this Agreement must be in writing and signed by an authorized representative of the party to be charged, and all amendments hereto must be in writing and signed by the appropriate representatives of both parties.

13.13. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed one original.

14. Authority. The persons executing this Agreement on behalf of the parties warrant the (i) 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 of this Agreement does not violate any provisions of any other Agreement to which said party is bound.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the City and the Subdivider have caused this Agreement to be executed the day and year first above written.

CITY:

CITY OF IRWINDALE,
a municipal corporation

By: _____
H. Manuel Ortiz, Mayor

APPROVED BY CITY COUNCIL

Dated: _____, 20__

ATTEST:

By _____
Laura Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By _____
Adrian Guerra, Esq., City Attorney

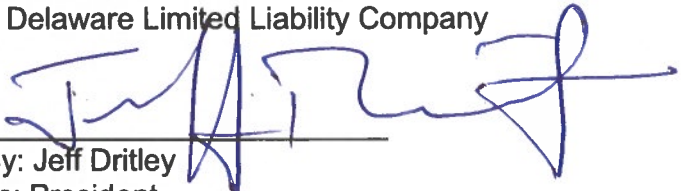
RECOMMENDED:

By _____
Eddie Chan, City Engineer

SUBDIVIDER:

KP Irwindale Owner, LLC
a Delaware Limited Liability Company

By: Jeff Dritley
Its: President



By: _____

***Two signatures are required if a corporation.**

Address:
11150 Santa Monica Blvd, Suite 300
Los Angeles, CA 90025

STATE OF CALIFORNIA)
) ss.
COUNTY OF Los Angeles)

On Sept. 1, 2026, before me, C. Sherwood, a Notary Public,
personally appeared Jeff Dritley, who proved to me
on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to
the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.

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

WITNESS my hand and official seal.

C. Sherrill
Notary Signature

(Seal)

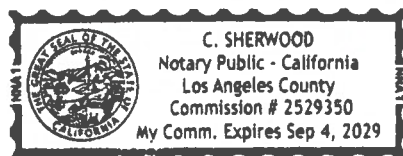


EXHIBIT "A"

PARCEL MAP No. 83854 LEGAL DESCRIPTION

PARCEL MAP No.83854

IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BEING A SUBDIVISION OF PARCELS 1 AND 2 OF GRANT OF WAIVER AND
CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT LLA No. 01-2022
RECORDED MAY 01, 2023, AS INSTRUMENT No. 20230279463 OF OFFICIAL RECORDS.

EXHIBIT “B”

TENTATIVE PARCEL MAP No. 83854 CONDITIONS OF APPROVAL

The Conditions issued to Subdivider for development of the Property follow this page.

EXHIBIT "A"

CITY COUNCIL RESOLUTION NO. 2025-05-3593

Tentative Parcel Map No. 83854

KP Irwindale Owner, LLC

13620 Live Oak Lane – The Irwindale Gateway Specific Plan

A. GENERAL

1. Tentative Parcel Map No. 83854, a true and correct copy attached hereto, allows for the subdivision of the property, which will result in the creation seven (7) lettered parcels as described on the plans dated **November 26, 2024**.
2. The Applicant shall defend, indemnify and hold harmless the City of Irwindale, its agents, officers, or employees from any claims, damages, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void or annul, any approval of the City, its advisory agencies, appeal boards, or legislative body concerning Tentative Parcel Map 83854. The City will promptly notify the permittee of any such claim, action, or proceeding against the City and will cooperate fully in the defense.
3. The use and improvements authorized by this Tentative Parcel Map shall conform to the plans as finally approved by the City as conditioned herein, and any appreciable modification of the plans or mode of operation, as determined by the City Engineer/Building Official and Community Development Manager/City Planner, shall require the prior approval of the City Council pursuant to the amendment of the Tentative Parcel Map.
4. The Applicant agrees to allow City inspectors access to the site to reasonably inspect the site during normal working hours to assure compliance with these conditions and other codes. Any and all fees required to be paid to any public agency shall be paid prior to obtaining any permits for this project.
5. The Applicant shall maintain and use the project location and facility thereon in full compliance with all codes, standards, policies and regulations imposed by the City, County, State, or Federal agencies with jurisdiction over the facility.
6. It shall be required that the subject location and its contents, including but not limited to, structures, fences or garden/block walls, and vehicles are maintained free and clear of any graffiti. The Applicant shall be held responsible for the immediate removal of any and all graffiti found on-site within 48 hours of its application.

7. To the extent that lighting is governed by the Specific Plan, any inconsistencies shall be subject to the requirements of the IMC. Illumination intensity during hours of darkness shall be as follows:
 - To illuminate parking lots or parking structures and their pedestrian links that provide more than five parking spaces for use by the general public, shall provide a minimum coverage of one foot-candle of light with a maximum of eight foot-candles on the parking or walkway surface, unless otherwise approved by the City of Irwindale for visibility and security.
 - To illuminate aisles and passageways within a Building complex, provide a maximum of one-half to one foot-candle of maintained lighting.
8. The premises will be secured with appropriate security lighting, and shall comply with the Specific Plan. A photometric lighting plan shall be submitted, subject to the review and approval of the Community Development Department and the Police Department.
9. In accordance with the provisions of Government Code Section 66020(d)(1), the imposition of fees, dedications, reservations, or exactions for this project are subject to protest by the applicant at the time of approval or conditional approval of the project, or within 90 days after the date of imposition of the fees, dedications, reservations, or exactions imposed on the project.
10. Property owner and/or their designee shall require tenants to provide information regarding their employees' transportation to and from work, within one (1) year but no earlier than nine (9) months of the issuance of the tenant's Occupancy Permit or when building occupancy reaches 85%, whichever occurs first. Each property tenant shall be required to provide the information to the Public Works/Engineering and Community Development Departments. Employee data may be collected by a survey, employee interview or other selected method and shall include the following information: 1) transportation mode(s) used to commute to work, 2) number of days mode used per week, 3) distance of round trip, and 4) city of origin. The results of the data collection shall be tabulated in a clear format. The results shall be submitted to the Public Works/Engineering and Community Development Departments within thirty (30) days of data tabulation. Non-compliance may be subject to enforcement action, including but not limited to penalties.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. The following conditions shall apply unless the item is addressed in the Specific Plan; in which case the Specific Plan shall govern.

2. All landscaping for the project shall be drought resistant low water with drip irrigation, low flow bubblers and water efficient rotor heads where applicable. Native plants shall be used where feasible.
3. Landscape and irrigation plans shall be prepared by a licensed landscape architect, and are subject to the approval of the Community Development Director and the City Engineer. Landscape plans shall be consistent with the Commercial and Industrial Design Guidelines. Landscape plans shall be consistent with the Specific Plan. Vision clearance shall be maintained at all vehicle entrances and exits. Landscape planters throughout the site shall incorporate river rock.
4. Project landscaping shall comply with Irwindale Municipal Code Chapter 15.30, "Water Efficient Landscape Standards and Guidelines."
5. A complete, permanent, automatic irrigation system shall be provided for all landscaped areas.
6. All landscaped planters shall be surrounded by a six (6) inch horizontal concrete curb.
7. The following invasive plants shall not be used in landscaping:
 - *Carpobrotus edulis* (ice plant)
 - *Hedera helix*, *H. Hibernica*, *H. canariensis* (English ivy, Irish ivy, Algerian ivy)
 - *Vinca Major* (periwinkle)
 - *Pennisetum setaceum* and all cultivars and varieties (fountain grass)
 - *Cortaderia selloana*, *C. jubata* and all cultivars and varieties (pampas grass)
 - *Retama monosperma*, *Genista monspessulana*, *Cytisus striatus*, *Cytisus scoparius*, and *Spartium junceum* (broom – bridal, French, Portuguese, Scotch, Spanish)
 - *Acacia Cyclops* (acacia or western coastal wattle)
 - *Myoporum laetum* (myoporum)
 - *Washingtonia robusta* and *Phoenix canariensis* (Mexican fan palm and Canary Island date palm)
 - *Schinus terebinthifolius* (Brazilian pepper)
 - *Eucalyptus globules*, *E. camaldulensis* (eucalyptus, blue gum, and red gum)
8. All plant material, including trees, shall be maintained in good condition and replaced in the event they die or become diseased.
9. All perimeter fencing, block walls, etc. shall be maintained in satisfactory condition in accordance with all applicable codes.
10. All utility equipment such as backflow units and transformers shall be screened with evergreen screen shrubs as allowed.

11. BESS shall be screened with an 8'-0" high wall where in sight of proximal portions of Live Oak Avenue or Live Oak Lane at Specific Plan build-out.
12. Any masonry walls and gates shall be decorative consistent with the design criteria set forth in the Specific Plan. The design of the walls and gates shall be subject to the review and approval of the Community Development Department.
13. All building design and construction, including the type, texture, color, and durability of the exterior building materials shall comply with the design criteria set forth in the Specific Plan.
14. Trash enclosures (6'-0" high min.) with solid metal self-closing and self-latching gates shall be provided. The enclosures shall be covered and built with decorative materials to match the type, texture, and color of the materials used in the construction of the buildings. Gates shall remain closed at all times when the trash receptacles are not in use.
15. All rooftop mechanical equipment, including heating and air conditioning units, antennas, and other electronic devices, shall be completely and decoratively screened from view from all public rights of way and adjacent properties and shall be integrated into the design and construction of the buildings¹. All rooftop equipment and screening shall be shown on the plans and elevations, and shall be consistent with the building design and construction materials in texture and color. Such rooftop equipment screening shall be subject to the review and approval of the Community Development Department.
16. The street numbers for the development shall be painted on the rooftop of each building in such a manner that it is clearly visible to public safety personnel and shall be a minimum five (5) feet in length painted with minimum one (1) foot wide brush strokes. Rooftop numbers shall be shown on the plans submitted for plan check.
17. A lighting plan shall be submitted for approval by the Community Development Manager/City Planner describing lighting fixtures for parking lot and building exterior lighting. Lighting fixtures shall be designed to shield light and/or directs light in a downward direction to minimize light spillover to adjacent residential areas.
18. Applicant shall obtain approval from the Community Development Director or their designee for a comprehensive sign program for all project signs prior to construction or installation of any signs on the project site.
19. The Applicant shall comply with the provisions of Irwindale Municipal Code Chapter 17.66, "Trip Reduction and Travel Demand Measures." All required trip

¹ Photovoltaic equipment is exempt from this requirement.

reduction and travel demand measures applicable to the project pursuant to Chapter 17.66 shall be indicated on plans at the time of plan check.

20. A chain link fence with green screening shall be installed and maintained around the perimeter of the site at all times during construction.
21. Applicant shall at all times comply with the Irwindale Municipal Code Noise Standards (as may be amended) as measured at the Site boundary. Additionally, if noise impacts exceed the applicable noise standard contained in the Irwindale Municipal Code, Applicant shall take necessary actions and implement procedures to bring the operations into compliance with this Code.
22. To the extent feasible, Applicant shall participate in Southern California Edison's "Savings by Design" program.
23. Development shall adhere to all Mitigation Measures identified in the adopted Mitigation Monitoring and Reporting Program (MMRP), made a part of the Final Environmental Impact Report (SCH# 2023020290) associated with the project in compliance with the California Environmental Quality Act (CEQA).
24. The Applicant shall prepare Covenants, Conditions and Restrictions (CC&Rs) for the development, subject to the review and approval of the City Engineer, Community Development Department, and the City Attorney.
25. Cultural Resources. If a potential Native American resource is uncovered during ground disturbance activities, the Applicant shall halt work in the immediate area of the find, promptly inform the Community Development Department of the suspected presence of that Native American resource, cease earth-disturbing activities in proximity thereto, and retain a qualified professional archaeologist and a culturally-affiliated Native American monitor acceptable to the City for the purpose of examining the potential Native American resource in order to determine whether it is a "tribal cultural resource" as defined in Section 21074(a) of the Public Resources Code (PRC) and/or a "unique cultural resource" as defined in Section 21083.2(g) of the PRC. No additional ground disturbance activities shall occur in the immediate location of the potential Native American resource until all information recovery has been completed, a report filed with the City, and that report made available to interested representatives of Native American tribes that are traditionally and culturally affiliated with the project area.
26. Any future private street/drive shall be subject to City review and approval. Applicant shall be responsible for the design and installation of all required off-site signage related to Irwindale Gateway Specific Plan development.
27. This project shall be subject to Development Impact Fees.

C. FIRE DEPARTMENT

FINAL MAP REQUIREMENTS

FAILURE TO COMPLY WITH THE FINAL MAP REVIEW PRIOR TO RECORDATION, MAY RESULT IN THE BUILDING PLANS NOT BEING APPROVED DURING THE FIRE DEPARTMENT FIRE PREVENTION ENGINEERING SECTION BUILDING PLAN REVIEW.

1. The Final Map shall be submitted to our office for review and approval prior recordation. Access as noted on the Tentative and the Exhibit Maps shall comply with Title 21 (County of Los Angeles Subdivision Code) and Section 503 of the Title 32 (County of Los Angeles Fire Code), which requires an all-weather access surface to be clear to sky.
2. The Private Driveways proposed as private streets for access throughout the development shall be labeled as "Private Driveway" on the Final Map. The portion of the private driveway intended for fire apparatus access shall be identified as "Fire Lane" on the Final Map. All widths and dimensions shall be clearly delineated with a reciprocal access agreement is required for all private driveways. Compliance required prior to Final Map clearance.
3. A common access agreement shall be required for the private driveway since multiple units are sharing the same access. Such language shall be included in the Covenant, Conditions and Restrictions (CC&R) document and shall be submitted to the Fire Department for review prior to Final Map clearance.
4. Fire hydrant improvement plans shall be submitted for review and approval prior final map clearance.

WATER SYSTEM REQUIREMENTS

5. All hydrants shall measure 6"x 4"x 2-1/2" brass or bronze, conforming to current AWWA standard C503 or approved equal and shall be installed in accordance with the County of Los Angeles Fire Code.
6. The required fire flow for the public fire hydrants for this project is 4,000 GPM at 20 psi residual pressure for four (4) hours.
7. All required PUBLIC fire hydrants shall be installed, tested, and accepted prior to beginning construction. Fire Code 501.4.
8. Install 13 new public fire hydrants as Indicated on the Tentative Map.
9. Additional private on-site fire hydrants will be required during the building plan check phase. All required private on-site fire hydrants shall be installed, tested, and approved prior to building occupancy. Fire Code 901.5.1.

10. All on-site fire hydrants shall be installed a minimum of 25' feet from a structure or protected by a two (2) hour rated firewall. Exception: For fully sprinkled multi-family structures, on-site hydrants may be installed a minimum of 10 feet from the structure. Indicate compliance prior to project proceeding to the public hearing process. Fire Code Appendix C106.1.
11. The required fire flow for the on-site fire hydrants is 2,500 GPM at 20 psi residual pressure for two (2) hours.
12. Vehicular access must be provided and maintained serviceable throughout construction to all required fire hydrants. All required fire hydrants shall be installed, tested, and accepted prior to construction.

D. PUBLIC WORKS/ENGINEERING

STREETS

1. All off-site improvements within the Public Right-of-Way shall be performed in accordance with City Standards to the satisfaction of the City Engineer. Construction plans shall be reviewed and approved by the City Engineer.
2. The owner/developer shall dedicate and construct full width improvements (60 foot right of way, 40' curb to curb) on Live Oak Lane and bear the full cost of design, engineering, installation, construction management and inspection. All improvements shall be constructed in accordance with the City standards to the satisfaction of the City Engineer. Construction plans shall be reviewed and approved by the City Engineer.
3. Adequate "on-site" parking shall be provided per City requirements.
4. The owner/developer shall reimburse the City for the actual cost for the installation, replacement or modification of traffic control signs, striping and pavement markings required in conjunction with the development.
5. The owner/developer shall design and construct ADA accessible driveway approaches, sidewalks, and curb ramps and remove all existing driveways and parkway drains along Live Oak Lane and frontage of Live Oak Avenue. All improvements shall be constructed in accordance with the City standards to the satisfaction of the City Engineer.
6. The owner and/or developer shall remove and reconstruct all damaged or deficient sidewalk, driveways, curb and gutter as directed by the City Engineer.
7. The owner/developer shall be responsible for the repair of all damage to public improvements in the public right-of-way resulting from construction-related

activities, including, but not limited to, the movement and/or delivery of equipment, materials and soil to and/or from the site.

8. The owner/developer shall bear the full cost of installing streetlights and/or upgrading the existing streetlights along Live Oak Avenue frontage and Live Oak Lane to more energy-efficient fixtures (LED). Street lighting upgrade shall meet the City of Irwindale and County of Los Angeles Street Lighting Design Standards.
9. Street right-of-way shall be dedicated to the City of Irwindale as follows:
 - a. Two-foot right-of-way along Live Oak Avenue at the project frontage for public sidewalk.
 - b. Right-of-way as required at the intersections of Live Oak Lane and Arrow Highway and Live Oak Lane and Live Oak Avenue sidewalk, intersection and roadway improvements and traffic signals.
 - c. Right-of-way along Live Oak Lane for a public alley fronting APN's 8532-002-020, 8532-002-040, 8532-002-043, 8532-002-036, 8532-002-019, and 8532-002-027.

CITY UTILITIES

10. Storm drains, catch basins, connector pipes, and appurtenances for the site-specific storm drain system shall be designed and constructed in accordance with Los Angeles County standards and the City Engineer's requirements. The owner/developer shall submit grading and drainage plans to the City Engineer for review and approval. The grading and drainage plans shall be prepared by a licensed civil engineer and comply with Los Angeles County grading permit requirements. A hydrology study shall be included with the drainage plan.
11. The owner/developer shall pay for the entire cost for the design, engineering construction and inspection of any upgrade to the water main and connections as required by the serving water company for the proposed development.
12. The owner/developer shall obtain a Storm Drain Connection Permit from the City of Irwindale and/or Los Angeles County Flood Control District for connection(s) to the existing storm drain system.
13. Fire hydrants shall be installed as required by the Fire Department. Existing public fire hydrants adjacent to the site, if any, shall be upgraded if required by the City Engineer and/or Fire Department.
14. Sanitary sewers shall be constructed in accordance with City specifications to serve the subject development. The plans for the sanitary sewers shall be

approved by the City Engineer. A sewer study shall be submitted along with the sanitary sewer plans.

15. Prior to the issuance of building permits, the owner/developer shall provide a will-serve letter from the water utility provider to the City.

TRAFFIC

16. All points of access to the proposed development shall be reviewed and approved by the City Engineer. Project driveways on Live Oak Avenue may be required to allow only right-in and right-out movements. Proper signage shall be installed on the project site.
17. Owner/developer shall bear the full cost to design and install a new traffic signal at the intersection of Live Oak Avenue and Live Oak Lane. The improvements shall consist of all necessary traffic signal equipment, signal timing, lane configuration, vehicle detection and striping. Plans shall be reviewed and approved by the City Engineer.

MAPPING

18. Final parcel map shall be prepared and submitted to the Public Works Engineering Department for review and approval. The applicant shall be responsible for all fees associated with the review and processing of the final map. The developer shall comply with Los Angeles County's Digital Subdivision Ordinance (DSO) and submit final maps to the City and County in digital format.
19. The owner/developer, under the direction of a certified land surveyor and at no cost to the City, shall install all required property boundary monuments, centerline ties and City monuments subject to the City Engineer's approval.
20. The owner/developer shall provide, at no cost to the City, one mylar print of the recorded parcel map from the County of Los Angeles Department of Public Works.
21. An Easement Agreement for all easements (e.g., roadway, reciprocal access; surface drainage; utilities, etc.) shall be prepared for each parcel, and shall be executed and recorded in the Office of the Los Angeles County Recorder. Such agreements and any CC&Rs shall be subject to the approval of the City Attorney, City Planner and City Engineer.

MISCELLANEOUS

22. The owner/developer shall comply with all requirements of the County Sanitation District, make application for and pay the sewer maintenance fee.

23. A grading plan shall be submitted for grading/drainage approval to the City Engineer. The owner shall pay grading/drainage review fees in conjunction with this submittal. A professional civil engineer registered in the State of California shall prepare the grading plans under the current Irwindale adopted Building Codes at the time of submittals.
24. The owner/developer shall comply with the National Pollutant Discharge Elimination System (NPDES) program and shall require the general contractor to implement storm water/urban runoff pollution prevention controls and Best Management Practices (BMPs) on all construction sites in accordance with the City Code. The owner/developer will also be required to submit a Certification for the project and may be required to prepare a Storm Water Pollution Prevention Plan (SWPPP). Projects over five acres in size will be required to file a Notice of Intent (NOI) with the State Water Resources Control Board (SWRCB). The owner/developer can obtain the current application packet by contacting the SWRCB, Construction Storm Water Unit, at (866) 563-3107 or by downloading the forms from their website at: www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml. The project shall also conform to the City's Ordinance regarding the requirements for the submittal of a Standard Urban Storm Water Mitigation Plan ("SUSMP"), and the requirements of Low Impact Development ("LID"). The SUSMP includes a requirement to implement Post Construction BMPs to infiltrate the first 3/4" of runoff from all storm events and to control peak-flow discharges.
25. Unless exempted by the Los Angeles Regional Water Quality Control Board, a Covenant and Restriction ensuring the provisions of the approved SWPPP shall also be required.
26. Any changes to the site plan shall be reviewed and approved by the City Engineer.
27. Prior to the approval of the Tract Map the owner/developer shall either construct or post security for all public improvements to be shown on the Tentative Map 83854 and items listed under Public Works/Engineering.
28. Prior to the issuance of a building permit, the project site shall be graded and backfilled to the adjacent street grade elevation, subject to the review and approval of the City Engineer/Building Official.

E. PUBLIC WORKS SERVICES

1. All walls that face the public right-of-way shall implement anti-graffiti management practices (such as planting vines on the walls). Applicant shall be responsible for graffiti removal to all walls that face the public right-of-way in a timely manner.
2. Onsite trash enclosure areas shall have sufficient space for solid waste and organic waste receptacles and shall be covered from the elements with a solid roof

structure per Title 14, Division 7, Section 17313 of the California Code of Regulations and Building Code Manual County of Los Angeles Department of Public Works Building and Safety Division 312 Article 2.

3. Tenants must adhere to the SB 1383 regulations set forth by CalRecycle under California Code of Regulations Title 14, Division 7, Chapter 3 and outlined in the Irwindale Municipal Code Section 08.22 Specific Regulations for Organic Waste Disposal Reduction, Recycling, and Solid Waste, which includes the diversion of edible food to food recovery organizations and services.
4. The owner and/or applicant shall remove and reconstruct all damaged, deficient, or substandard sidewalk, driveways, curb, and gutter as directed by the Director of Engineering and the Public Services Director.
5. The owner and/or applicant shall resurface the entire private road/alley and any roadway that will be dedicated public right-of-way (Live Oak Lane) to its entirety and restripe limit line/STOP.
6. The owner and/or applicant is responsible for obtaining encroachment permit(s) from the City prior to commencing any type of work in the public right-of-way.
7. Any work within easements on the project site shall require proper approval and permits from the easement holder (City of Irwindale, County of Los Angeles, Southern California Edison, etc.).
8. Vehicles shall not block the sidewalk or be parked on the public right-of-way along property frontage.
9. All pedestrian and approach ramps in the public right-of-way shall meet ADA requirements. Pedestrian ramps shall have brick red truncated domes in the public right-of-way.
10. The tenant and owner of the property are responsible for the removal of any accidental or illegal dumping of debris on private property. It is not the responsibility of the City of Irwindale to remove any accidental or illegal dumping of items from private property.
11. All utilities and signs within the public right-of-way shall meet horizontal and vertical ADA clearance requirements.
12. Any landscaping, including an irrigation system, in the public right-of-way or any property that is dedicated to the City of Irwindale for maintenance purposes must be approved by the Public Services Director, or designee, as part of the permitting process. Property owner is required to maintain at its sole expense all landscaping in the public right-of-way, including the parkway.

EXHIBIT “C”

PARCEL MAP NO. 83854
("Subdivision/Unit No.")

KP IRWINDALE OWNER, LLC
("Subdivider")

ENVIRONMENTAL WARRANTY

As a condition precedent to acceptance of the dedications and public improvements to be conveyed by the above-named Subdivider to the City of Irwindale for the above-referenced Subdivision, Subdivider hereby warrants to the City of Irwindale that:

1. Neither the property to be dedicated nor Subdivider are in violation of any environmental law, and neither the property to be dedicated nor the Subdivider are subject to any existing, pending or threatened investigation by any federal, state or local governmental authority under or in connection with the environmental laws relating to the property to be dedicated.

2. Neither Subdivider nor any other person with Subdivider's permission to be upon the property to be dedicated has used, generated, manufactured, produced, or released, on, under, or about the property to be dedicated, any Hazardous Substance except in compliance with all applicable environmental laws. For the purposes of this warranty, the term "Hazardous Substances" shall mean any substance or material which is capable of posing a risk of injury to health, safety or property, including all those materials and substances designated as hazardous or toxic by any federal, state or local law, ordinance, rule, regulation or policy, including but not limited to, all of those materials and substances defined as "Toxic Materials" in Sections 66680 through 66685 of Title 22 of the California Code of Regulations, Division 4, Chapter 30, as the same shall be amended from time to time, or any other materials requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.

3. Subdivider has not caused or permitted the release of, and has no knowledge of the release or presence of, any Hazardous Substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.

4. Subdivider's prior and present use of the property to be dedicated has not resulted in the release of any Hazardous Substance on the property to be dedicated.

5. All persons executing this warranty hereby represent and warrant to the City of Irwindale, and Subdivider hereby represents and warrants, that the signators hereto have the legal power, right and authority to execute this warranty on behalf of the Subdivider and that the signatories hereto have sufficient knowledge or expertise, either personally, through

reasonable inspection and investigation of the property, or through reasonable reliance upon the investigation and professional opinion of Subdivider's environmental experts, to make the representations herein, and that no consent of any other party is required to execute this warranty and make the representations herein on behalf of the Subdivider to the City of Irwindale.

Each of the undersigned persons declares under penalty of perjury that the foregoing is true and correct.

Dated: September 1, 2026

SUBDIVIDER*

KP IRWINDALE OWNER, LLC
a Delaware Limited Liability Company

By: 

JEFF DRITLEY,
Its: President

*Proof of authorization for Subdivider's signatures is required to be submitted concurrently with this environmental warranty.

6 PARCELS
73.00 AC. GROSS
62.25 AC. NET

PARCEL MAP NO. 83854
IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

SHEET 1 OF 8 SHEETS

BEING A SUBDIVISION OF PARCELS 1 AND 2 OF GRANT OF WAIVER AND CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT LLA NO. 01-2022, RECORDED MAY 01, 2023 AS INSTRUMENT NO. 20230279463 OF OFFICIAL RECORDS

OWNER'S STATEMENT:

I HEREBY STATE THAT WE ARE THE OWNERS OF OR HAVE AN INTEREST IN THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINE AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

WE ALSO HEREBY DEDICATE TO THE CITY OF IRWINDALE, A NON-EXCLUSIVE EASEMENT FOR FIRE DEPARTMENT INGRESS AND EGRESS PURPOSES, AS SHOWN ON SAID MAP.

WE ALSO HEREBY DEDICATE TO THE CITY OF IRWINDALE AN EASEMENT FOR PUBLIC ROAD AND UTILITY PURPOSES IN LIVE OAK LANE, AS SHOWN ON SAID MAP.

WE ALSO HEREBY DEDICATE TO THE CITY OF IRWINDALE FOR PUBLIC ROAD AND UTILITY PURPOSES AN EASEMENT OVER THE TWO-FOOT STRIP OF LAND ALONG LIVE OAK AVENUE AS SHOWN ON SAID MAP.

KP IRWINDALE OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____
JEFF DRITLEY, PRESIDENT DATE

ROSEBOWL PROJECT LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____
SAM LITTLEFIELD, CHIEF DEVELOPMENT OFFICER DATE

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____
COUNTY OF _____ } SS

ON _____, BEFORE ME, _____ A NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE _____
NAME OF NOTARY _____
COUNTY IN WHICH COMMISSIONED _____
DATE COMMISSION EXPIRES _____
COMMISSION NUMBER _____

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____
COUNTY OF _____ } SS

ON _____, BEFORE ME, _____ A NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE _____
NAME OF NOTARY _____
COUNTY IN WHICH COMMISSIONED _____
DATE COMMISSION EXPIRES _____
COMMISSION NUMBER _____

CITY TREASURER'S STATEMENT:

I, KAMBIZ BORHANI, CITY TREASURER OF THE CITY OF IRWINDALE, DO HEREBY STATE THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF IRWINDALE, TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART THEREOF IS SUBJECT, AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID.

KAMBIZ BORHANI
CITY TREASURER

DATE

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF KP IRWINDALE OWNER, LLP IN DECEMBER 2024, THE OWNERS SHOWN HEREON. I HEREBY STATE THAT THIS FINAL TRACT MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP; THAT I AM A LICENSED LAND SURVEYOR OF THE STATE OF CALIFORNIA; THAT THIS MAP CONSISTING OF 8 SHEETS CORRECTLY REPRESENTS A TRUE AND COMPLETE SURVEY MADE BY ME OR UNDER MY DIRECTION; THAT THE MONUMENTS OF THE CHARACTER AND LOCATION HEREON ARE IN PLACE AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE READILY RETRACED.

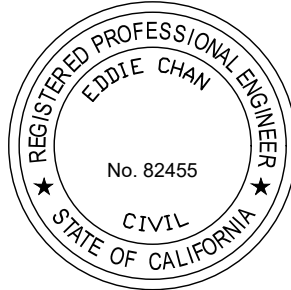
ROBERT WALKER, P.L.S. 7137 DATE



CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT IT CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP AND ALL APPROVED ALTERATIONS THEREOF; AND THAT ALL PROVISIONS OF APPLICABLE STATE LAWS AND SUBDIVISION ORDINANCES OF THE CITY OF IRWINDALE THAT ARE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

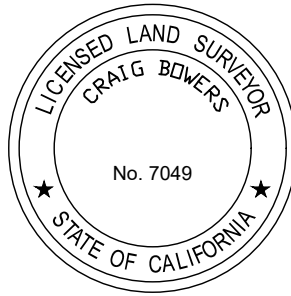
EDDIE CHAN DATE
R.C.E. 82455



CONTRACTED CITY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT IT CONFORMS TO THE MAPPING PROVISIONS OF THE SUBDIVISION MAP ACT AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

CRAIG BOWERS DATE
CONTRACT CITY SURVEYOR, CITY OF IRWINDALE
P.L.S. 7049



CITY CLERK'S CERTIFICATE:

I, LAURA M. NIETO, CHIEF DEPUTY CITY CLERK AT THE CITY OF IRWINDALE, DO HEREBY STATE THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY COUNCIL OF THE CITY OF IRWINDALE AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF _____, 202__, AND THAT THEREUPON SAID COUNCIL DID, BY AN ORDER DULY PASSED AND ENTERED, APPROVED SAID MAP.

AND DID ALSO APPROVE SUBJECT MAP PURSUANT TO THE PROVISIONS OF SECTION 66436(a)(3)(A) OF THE SUBDIVISION MAP ACT.

AND DID ALSO ACCEPT ON BEHALF OF THE PUBLIC, THE NON-EXCLUSIVE EASEMENT FOR FIRE DEPARTMENT INGRESS AND EGRESS AS SHOWN ON SAID MAP.

AND DID ALSO ACCEPT ON BEHALF OF THE PUBLIC THE EASEMENT FOR PUBLIC ROAD AND UTILITY PURPOSES IN LIVE OAK LANE, AS SHOWN ON SAID MAP.

AND DID ALSO ACCEPT ON BEHALF OF THE PUBLIC THE EASEMENT FOR PUBLIC ROAD AND UTILITY PURPOSES THE EASEMENT OVER THE TWO-FOOT STRIP OF LAND ALONG LIVE OAK AVENUE AS SHOWN ON SAID MAP.

DATED THIS _____ DAY OF _____ 202__

LAURA M. NIETO, DATE
CHIEF DEPUTY CITY CLERK

LOS ANGELES COUNTY CERTIFICATIONS AND SEALS:

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \$ _____ HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON TRACT MAP NO. 73568 AS REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

BY _____ DEPUTY DATE _____

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY _____ DEPUTY DATE _____

6 PARCELS
73.00 AC. GROSS
62.25 AC. NET

PARCEL MAP NO. 83854
IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

SIGNATURE OMISSIONS NOTES:

THE SIGNATURE OF THE PARTY NAMED HEREINAFTER AS OWNER OF THE INTEREST SET FORTH, MAY BE OMITTED UNDER THE PROVISIONS OF SECTION 66436 (a) (3) (C) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURE IS NOT REQUIRED BY THE LOCAL AGENCY.

UNITED CONCRETE PIPE CORPORATION, HOLDER OF AN EASEMENT FOR MINERAL RIGHTS PURPOSES RECORDED JUNE 17, 1954 AS INSTRUMENT NO. 1009 IN BOOK 44840, PAGE 97 OF OFFICIAL RECORDS.

THE SIGNATURE OF THE PARTY NAMED HEREINAFTER AS OWNER OF THE INTEREST SET FORTH, MAY BE OMITTED UNDER THE PROVISIONS OF SECTION 66436 (a) (3) (A) (i-viii) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURE IS NOT REQUIRED BY THE LOCAL AGENCY.

MICHAEL WHISTLER, HOLDER OF AN EASEMENT FOR RIGHT OF WAY TO CONDUCT WATER THROUGH ALL OF SAID LAND PURPOSES, RECORDED JULY 18, 1856 IN BOOK 3, PAGE 437 OF DEEDS.
THE LOCATION OF THE EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION

UNITED STATE OF AMERICA, HOLDER OF AN EASEMENT FOR INGRESS AND EGRESS PURPOSES, RECORDED DECEMBER 07, 1944 AS BOOK 21524, PAGE 108 OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES PURPOSES, RECORDED SEPTEMBER 11, 1950 AS INSTRUMENT NO. 1376 IN BOOK 34257, PAGE 166 OF OFFICIAL RECORDS.
THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "LAND USE COMPATIBILITY AGREEMENT" RECORDED SEPTEMBER 25, 2024 AS INSTRUMENT NO. 20240655465 OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES PURPOSES, RECORDED SEPTEMBER 26, 1957 AS INSTRUMENT NO. 3272 IN BOOK 55708, PAGE 343 OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES PURPOSES, RECORDED JANUARY 23, 1964 AS INSTRUMENT NO. 4494 IN BOOK D2333, PAGE 867 OF OFFICIAL RECORDS.

STATE OF CALIFORNIA, HOLDER OF AN EASEMENT FOR OVERHEAD ELECTRICAL TRANSMISSION LINE PURPOSES, RECORDED NOVEMBER 15, 1965 AS INSTRUMENT NO. 3866 IN BOOK D3115, PAGE 384 OF OFFICIAL RECORDS.

GENERAL TELEPHONE COMPANY OF CALIFORNIA, SUCCESSOR IN INTEREST TO CALIFORNIA WATER AND TELEPHONE COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR TELEPHONE LINES PURPOSES, RECORDED JUNE 27, 1967 AS INSTRUMENT NO. 2741 IN BOOK D3685, PAGE 147 OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES PURPOSES, RECORDED JULY 06, 1967 AS INSTRUMENT NO. 3061 IN BOOK D3694, PAGE 958 OF OFFICIAL RECORDS.

THE STATE OF CALIFORNIA, HOLDER OF AN EASEMENT FOR OVERHANG AND SLOPE PURPOSES, RECORDED DECEMBER 12, 1968 AS INSTRUMENT NO. 190 IN BOOK D4221, PAGE 992 OF OFFICIAL RECORDS.

CITY OF IRWINDALE, HOLDER OF AN EASEMENT FOR PUBLIC ROAD, HIGHWAY AND SLOPE PURPOSES, RECORDED JANUARY, 21, 1972 AS INSTRUMENT NO. 3245 IN BOOK D5328, PAGE 827 OF OFFICIAL RECORDS.

THE CITY OF IRWINDALE, HOLDER OF AN EASEMENT FOR PUBLIC ROAD, HIGHWAY AND SLOPE PURPOSES, RECORDED JANUARY 21, 1972 AS INSTRUMENT NO. 1972-3246 OF OFFICIAL RECORDS.
THE LOCATION OF THE EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION

THE CITY OF IRWINDALE, HOLDER OF AN EASEMENT FOR SLOPE PURPOSES, RECORDED APRIL 20, 1972 AS INSTRUMENT NO. 1972-2975 IN BOOK D5434, PAGE 27 OF OFFICIAL RECORDS.

THE CITY OF IRWINDALE, HOLDER OF AN EASEMENT FOR SLOPE PURPOSES, RECORDED APRIL 20, 1972 AS INSTRUMENT NO. 2976 IN BOOK D5434, PAGE 32 OF OFFICIAL RECORDS.

LLM PROPERTY A PARTNERSHIP COMPOSED OF MITCHELL LIPSETT, MAURICE LEVY, JR. PHILIP L. MEYER AND PETER KRUSE AS PARTNERS , HOLDER OF AN EASEMENT FOR RIGHT-OF-WAY PURPOSES, RECORDED JANUARY 21, 1980 AS INSTRUMENT NO. 1980-73447 OF OFFICIAL RECORDS.
THE INTEREST OF THE EASEMENT HOLDER WAS TRANSFERRED TO CONSOLIDATED FREIGHTWAYS CORPORATION OF DELAWARE, A DELAWARE CORPORATION BY DOCUMENT RECORDED JANUARY 21, 1980 AS INSTRUMENT NO. 1980- 73448 OF OFFICIAL RECORDS.
THE INTEREST OF THE EASEMENT HOLDER WAS TRANSFERRED TO NU-WAY INDUSTRIES, INC., A CORPORATION BY DOCUMENTS RECORDED MAY 15, 1986 AS INSTRUMENT NO. 86-607976, 86-607977, 86-607978 AND 86-607979 ALL OF OFFICIAL RECORDS.

THE CITY OF IRWINDALE , HOLDER OF AN EASEMENT FOR UNDERGROUND UTILITY, PUBLIC UTILITY, INDIVIDUAL ACCESS PURPOSES, RECORDED FEBRUARY 20, 1981 IN BOOK 137, PAGES 53 THROUGH 57 OF PARCEL MAP NO. 13784.

VALLEY COUNTY WATER DISTRICT, HOLDER OF AN EASEMENT FOR PUBLIC UTILITY PURPOSES, FILED FEBRUARY 20, 1981 IN BOOK 137, PAGES 53 THROUGH 57 OF PARCEL MAP NO. 13784.

ADMIXTURES INC., A CALIFORNIA CORPORATION, HOLDER OF AN EASEMENT FOR RIGHT OF WAY PURPOSES, RECORDED AUGUST 28, 1981 AS INSTRUMENT NO. 1981-861903 OF OFFICIAL RECORDS.

GENERAL TELEPHONE COMPANY OF CALIFORNIA, A CORPORATION, HOLDER OF AN EASEMENT FOR UNDERGROUND CONDUITS, MANHOLES, PEDESTALS, CABLES, WIRES, AND APPURTENANCES FOR THE TRANSMISSION OF ELECTRIC ENERGY FOR COMMUNICATION AND OTHER PURPOSES, RECORDED MAY 06, 1982 AS INSTRUMENT NO. 1982-469236 OF OFFICIAL RECORDS.

NU-WAY INDUSTRIES, INC., A CALIFORNIA CORPORATION, HOLDER OF AN EASEMENT FOR RIGHT OF WAY PURPOSES, RECORDED AUGUST 25, 1983 AS INSTRUMENT NO. 1983-986080 OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES PURPOSES, RECORDED NOVEMBER 08, 1984 AS INSTRUMENT NO. 1984-1335364 OF OFFICIAL RECORDS.
THE LOCATION OF THE EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION

SOUTHERN CALIFORNIA GAS COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PIPELINES PURPOSES, RECORDED DECEMBER 26, 1984 AS INSTRUMENT NO. 1984-1504060 OF OFFICIAL RECORDS.

CHEM-ARROW CORP., A CALIFORNIA CORPORATION, HOLDER OF NON-EXCLUSIVE EASEMENT FOR RIGHT-OF-WAY PURPOSES, RECORDED APRIL 10, 1986 AS INSTRUMENT NO. 1986-447035 OF OFFICIAL RECORDS.
THE INTEREST OF THE EASEMENT HOLDER WAS TRANSFERRED TO CFCD 2002 LLC, A DELAWARE LIMITED LIABILITY COMPANY BY DOCUMENT RECORDED FEBRUARY 26, 2002 AS INSTRUMENT NO. 02-0454058 OF OFFICIAL RECORDS.
THE LOCATION OF THE EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION

OWL ROCK PRODUCTS CO., A CORPORATION; CONSOLIDATED FREIGHTWAYS CORPORATION OF DELAWARE, A CORPORATION; ADMIXTURES, INC., A CORPORATION; CHEM-ARROW CORPORATION, A CORPORATION; JOHN H. TARAZI AND HELEN TARAZI, HOLDER OF AN EASEMENT FOR INGRESS AND EGRESS PURPOSES, RECORDED MAY 15, 1986 AS INSTRUMENT NO. 1986-607980 OF OFFICIAL RECORDS.

THE CITY OF IRWINDALE , HOLDER OF AN EASEMENT FOR STORM DRAIN PURPOSES, FILED JUNE 2, 1986 IN BOOK 186, PAGES 79 THROUGH 82 OF PARCEL MAP NO. 17598.

SIMBURG COMPANY, HOLDER OF AN EASEMENT FOR A RIGHT OF PURPOSES WHICH WILL ALLOW THE INSTALLATION, USE AND MAINTENANCE OF UTILITIES, INCLUDING BUT NOT LIMITED TO GAS, WATER, ELECTRICITY, TELEPHONE AND SUCH OTHER AND FURTHER UTILITIES PURPOSES, RECORDED JANUARY 12, 1989 AS INSTRUMENT NO. 1989-61730 OF OFFICIAL RECORDS.

SIGNATURE OMISSIONS NOTES CONTINUED:

VALLEY COUNTY WATER DISTRICT, A PUBLIC CORPORATION, AN EASEMENT FOR THE RIGHT TO ENTER UPON AND TO PASS AND REPASS OVER AND ALONG SAID EASEMENT AND RIGHT-OF-WAY AND TO DEPOSIT TOOLS, IMPLEMENTS, AND OTHER MATERIALS THEREON PURPOSES, RECORDED FEBRUARY 01, 1989 AS INSTRUMENT NO. 1989-172221 OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES PURPOSES, RECORDED JUNE 15, 1989 AS INSTRUMENT NO. 89-965130 OF OFFICIAL RECORDS.

GTE CALIFORNIA INCORPORATED, A CORPORATION, HOLDER OF AN EASEMENT FOR TRANSMISSION OF ELECTRIC ENERGY FOR COMMUNICATION AND OTHER PURPOSES, RECORDED MARCH 14, 1990 AS INSTRUMENT NO. 1990-404279 OF OFFICIAL RECORDS.
THE LOCATION OF THE EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION

GTE CALIFORNIA INCORPORATED, A CORPORATION ITS SUCCESSORS AND ASSIGNS, HOLDER OF AN EASEMENT FOR TRANSMISSION OF ELECTRIC ENERGY FOR COMMUNICATION AND OTHER PURPOSES, RECORDED MARCH 14, 1990 AS INSTRUMENT NO. 1990-404280 OF OFFICIAL RECORDS.
THE LOCATION OF THE EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES PURPOSES, RECORDED JUNE 01, 2011 AS INSTRUMENT NO. 20110756477 OF OFFICIAL RECORDS.

THE STATE OF CALIFORNIA, HOLDER OF AN EASEMENT FOR THE RIGHT OF WAY AND INCIDENTS THERETO FOR A PUBLIC HIGHWAY PURPOSES, RECORDED JUNE 23, 2020 AS INSTRUMENT NO. 20200685915 OF OFFICIAL RECORDS.

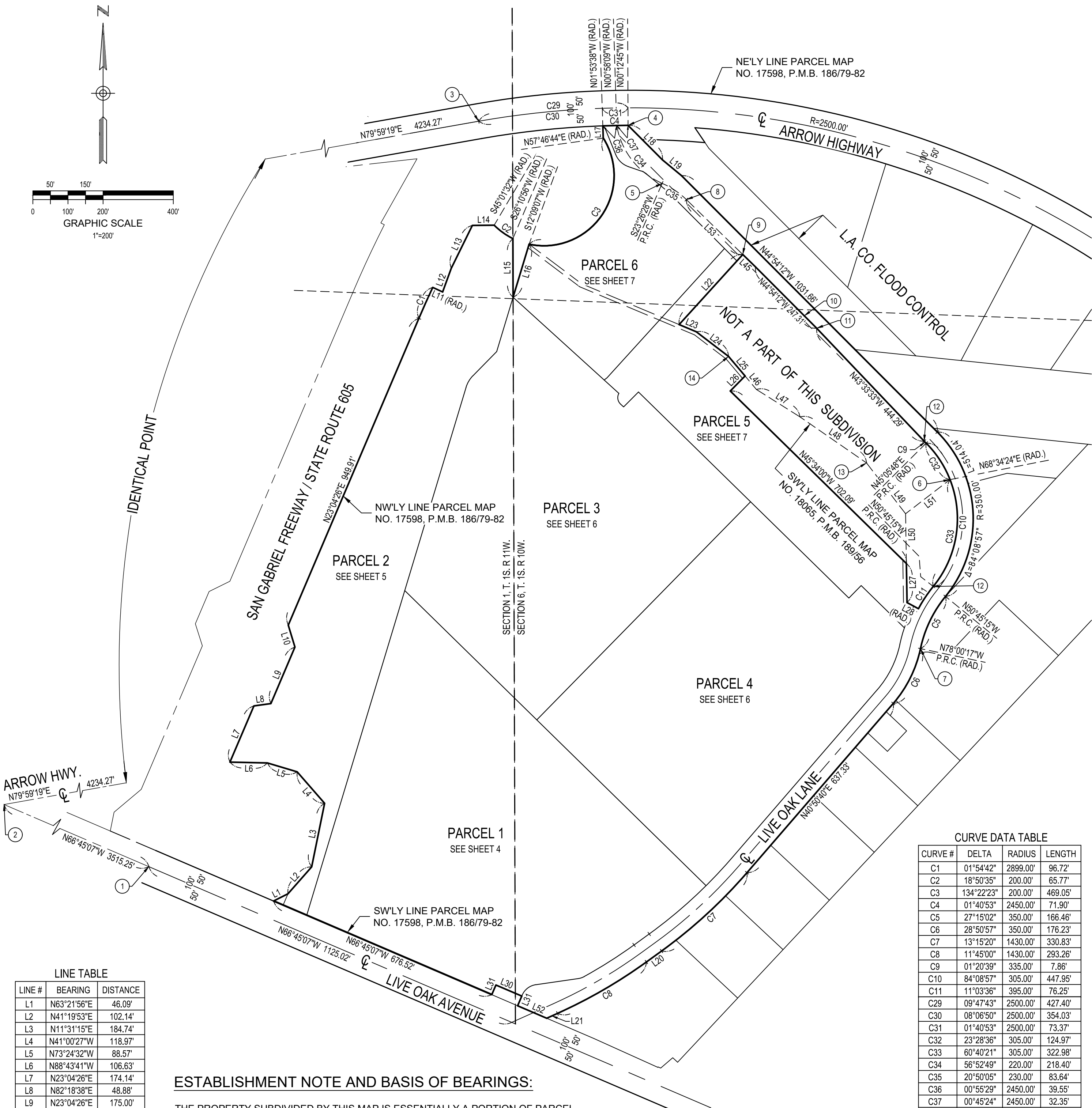
6 PARCELS
73.00 AC. GROSS
62.25 AC. NET

PARCEL MAP NO. 83854

IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

SHEET 3 OF 8 SHEETS

BOUNDARY ESTABLISHMENT SHEET



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N63°21'56"E	46.09'
L2	N41°19'53"E	102.14'
L3	N11°31'15"E	184.74'
L4	N41°00'27"W	118.97'
L5	N73°24'32"W	88.57'
L6	N88°43'41"W	106.63'
L7	N23°04'26"E	174.14'
L8	N82°18'38"E	48.88'
L9	N23°04'26"E	175.00'
L10	N16°57'23"W	65.30'
L11	N65°00'52"W	31.08'
L12	N20°03'37"E	72.04'
L13	N26°11'21"E	136.01'
L14	N89°26'04"E	62.22'
L15	N00°10'06"W	167.21'
L16	N16°48'16"E	157.91'
L17	N01°53'39"W	35.00'
L18	N44°54'12"W	138.92'
L19	N50°23'13"W	70.32'
L20	N54°06'00"E	53.27'
L21	N65°51'00"E	33.49'
L22	N42°15'55"E	269.71'
L23	N67°15'04"W	53.05'
L24	N52°35'55"W	115.65'
L25	N40°07'20"W	72.99'
L26	N44°31'37"E	60.00'
L27	N00°54'42"W	111.41'
L28	N61°48'51"W	36.88'
L30	N66°45'07"W	80.00'
L31	N23°14'53"E	30.00'
L32	N81°47'23"E	122.07'
L46	N40°07'20"W	50.22'
L47	N57°46'37"W	146.50'
L48	N55°18'15"W	230.61'
L49	N37°29'40"W	182.53'
L50	N00°54'42"W	141.71'
L51	N52°27'47"E	159.54'
L52	N66°45'07"W	90.17'
L53	N45°43'27"W	224.17'

ESTABLISHMENT NOTE AND BASIS OF BEARINGS:

THE PROPERTY SUBDIVIDED BY THIS MAP IS ESSENTIALLY A PORTION OF PARCEL 6 OF PARCEL MAP NO. 12363, FILED OCTOBER 22, 1979 IN PARCEL MAP BOOK 118, PAGES 74-78.

THAT PARCEL WAS SUBSEQUENTLY RESUBDIVIDED BY THE FOLLOWING PARCEL MAPS AND LOT LINE ADJUSTMENT DOCUMENTS:

PARCEL MAP NO. 13784, P.M.B. 137 / 53-57

PARCEL MAP NO. 17598, P.M.B. 186 / 79-82

PARCEL MAP NO. 18056, P.M.B. 189 / 56-57

LLA INST. NO. 86-893540, O.R.

LLA INST. NO. 2023-0279463, O.R.

OVER THE COURSE OF TIME NUMEROUS MONUMENTS SET PER THOSE PARCEL MAPS HAVE BEEN DESTROYED. A THOROUGH SEARCH FOR ALL MONUMENTS OF RECORD CONTROLLING THE EXTERIOR LINES OF THE PROPERTY BEING SUBDIVIDED BY THIS MAP WAS PERFORMED. THOSE THAT WERE FOUND ARE SHOWN HEREON. IN ALL CASES THEIR MEASURED POSITIONS MATCHED THOSE SHOWN ON THE VARIOUS MAPS. BECAUSE OF THE LACK OF REMAINING MONUMENTS, IN SOME CASES WE EXTENDED OUR SEARCH TO INCLUDE MONUMENTS MARKING CORNERS OF ADJACENT PROPERTIES THAT WERE PART OF THE SAME MAPS, BUT NOT CORNERS OF THE SUBJECT PROPERTY.

ESSENTIALLY, BOUNDARY DIMENSIONS OF THE DISTINCTIVE BORDER ARE MEASURED AND RECORD PER LLA INST. NO. 2023-0279463, O.R. DUE TO MINOR CLOSURE ISSUES ON THE UNDERLYING MAPS, THERE ARE SLIGHT VARIATIONS IN SOME DIMENSIONS BETWEEN THOSE MAPS AND LLA INST. NO. 86-893540, O.R. AND LLA INST. NO. 2023-0279463, O.R.

CURVE DATA TABLE

CURVE #	DELTA	RADIUS	LENGTH
C1	01°54'42"	2899.00'	96.72'
C2	18°50'35"	200.00'	65.77'
C3	134°22'23"	200.00'	469.05'
C4	01°40'53"	2450.00'	71.90'
C5	27°15'02"	350.00'	166.46'
C6	28°50'57"	350.00'	176.23'
C7	13°15'20"	1430.00'	330.83'
C8	11°45'00"	1430.00'	293.26'
C9	01°20'39"	335.00'	7.86'
C10	84°08'57"	305.00'	447.95'
C11	11°03'36"	395.00'	76.25'
C29	09°47'43"	2500.00'	427.40'
C30	08°06'50"	2500.00'	354.03'
C31	01°40'53"	2500.00'	73.37'
C32	23°28'36"	305.00'	124.97'
C33	60°40'21"	305.00'	322.98'
C34	56°52'49"	220.00'	218.40'
C35	20°50'05"	230.00'	83.64'
C36	00°55'29"	2450.00'	39.55'
C37	00°45'24"	2450.00'	32.35'

MONUMENT NOTES:

- POINT ON C/L - EST'D FROM FD. L&T TIE 1.55' SW'LY PER PWFB 1529/1031
- C/L P.I. ARROW HWY. & LIVE OAK AVENUE - FD. RD MON. BRASS DISC IN WELL PER RDFB 1529/309-A & RDFB 1529/51
- C/L B.C. - EST'D FROM TIES PER CALTRANS F.B. ALA605G/195.
- FOUND S&W "LS 4215" PER P.M. NO. 17598, P.M.B. 186/79-82.
- FOUND REBAR IN LIEU OF S&W "LS 4215" PER P.M. NO. 17598, P.M.B. 186/79-82, ACCEPTED AS P.R.C. IN NE'LY LINE PARCEL 1 OF SAME
- P.O.C. - FOUND REBAR IN LIEU OF S&W "LS 4215" PER P.M. NO. 18065, P.M.B. 189/56-57, ACCEPTED AS NE'LY COMMON CORNER PARCELS 3 AND 4 OF P.M. NO. 18065.
- P/L P.R.C. - FD. LT&T, NO REF., ILLEGIBLE IN LIEU OF 1-1/4" IP LS 4215 PER P.M. NO. 12363, P.M.B. 118/74-78; ACCEPTED
- FD. S&W LS 4215 PER P.M. NO. 17598, P.M.B. 186/79-82; B.C. IN NE'LY LINE PARCEL 1 OF SAME
- PROPERTY COR. - FD. S&W LS 4215 PER P.M. NO. 18065, P.M.B. 189/56-57.
- NE'LY COMMON CORNER PARCELS 2 & 3 OF P.M. NO. 18065, P.M.B. 189/56-57; FD. S&W LS 4215 PER SAME
- P/L ANGLE PT. & NE'LY COMMON CORNER PARCELS 2 & 3 OF P.M. NO. 17598, P.M.B. 186/79-82; FD. S&W LS 4215 PER SAME
- P/L E.C.; FD. S&W LS 4215 PER P.M. NO. 17598, P.M.B. 186/79-82.
- ANGLE PT. PARCEL 3 OF P.M. NO. 18065, P.M.B. 189/56-57; FD. 1 1/4" IP LS 4215 PER SAME
- FD. S&W LS 6762 NO REF. S16°50'28"W, 1.13' FROM CORNER; NOT ACCEPTED

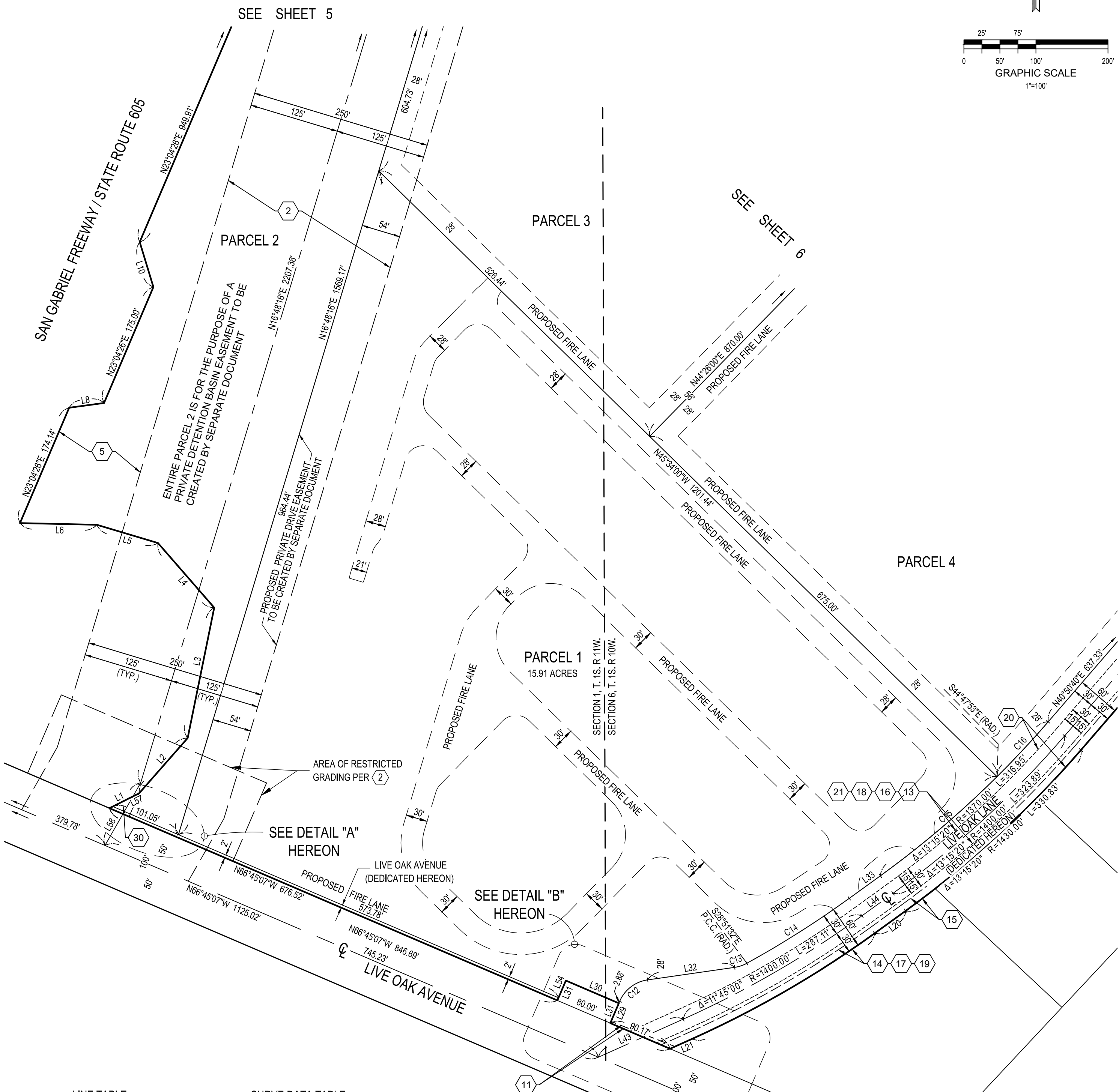
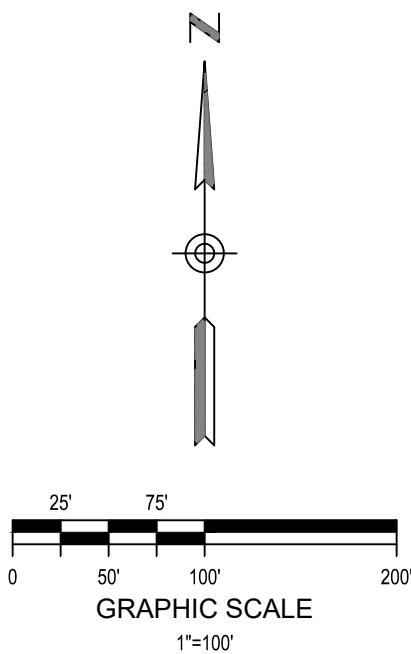
SEE SHEETS 4-7 FOR EXISTING EASEMENT LOCATIONS
SEE SHEET 8 FOR EASEMENT NOTES

6 PARCELS
73.00 AC. GROSS
62.25 AC. NET

PARCEL MAP NO. 83854

IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

SHEET 4 OF 8 SHEETS

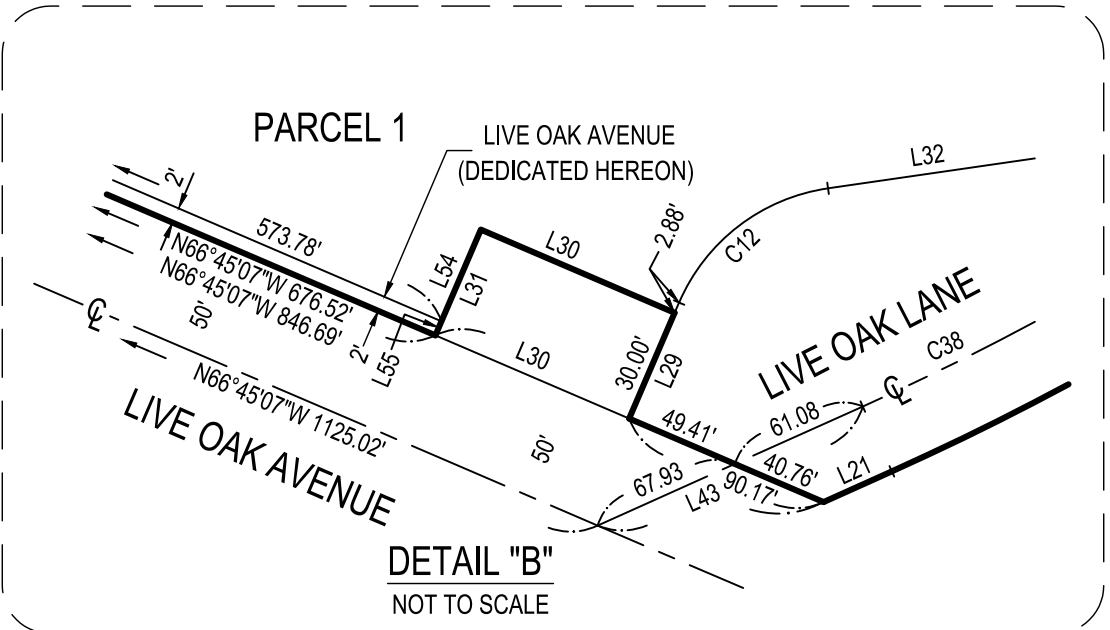
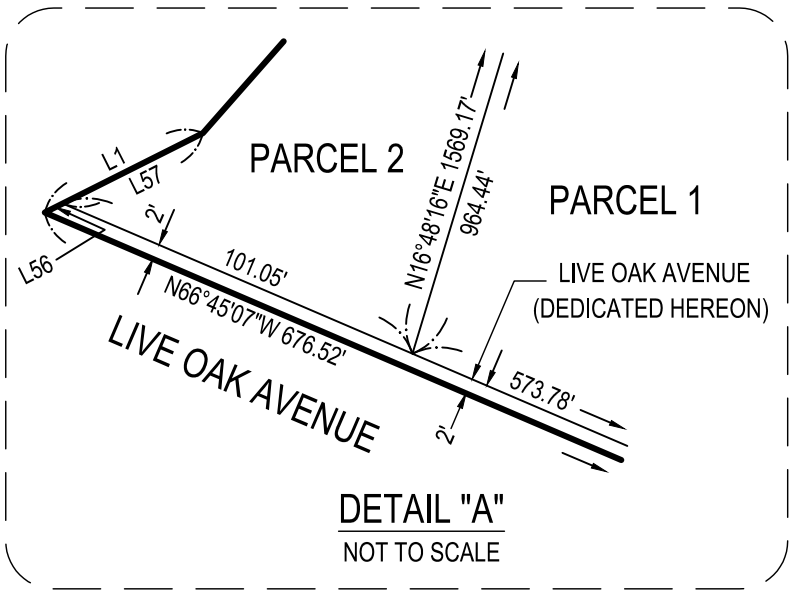


LINE TABLE

LINE #	BEARING	DISTANCE
L1	N63°21'56"E	46.09'
L2	N41°19'53"E	102.14'
L3	N11°31'15"E	184.74'
L4	N41°00'27"W	118.97'
L5	N73°24'32"W	88.57'
L6	N88°43'41"W	106.63'
L8	N82°18'38"E	48.88'
L10	N16°57'23"W	65.30'
L20	N54°06'00"E	53.27'
L21	N65°51'00"E	33.49'
L29	N23°14'53"E	32.88'
L30	N66°45'07"W	80.00'
L31	N23°14'53"E	30.00'
L32	N81°47'23"E	122.07'
L33	N54°06'00"E	53.27'
L34	N44°26'00"E	96.74'
L43	N65°51'00"E	129.01'
L44	N54°06'00"E	53.27'
L55	N23°14'53"E	2.00'
L56	N63°21'56"E	2.62'
L57	N63°21'56"E	43.47'
L58	N29°40'50"E	100.06'

CURVE DATA TABLE

CURVE #	DELTA	RADIUS	LENGTH
C12	58°32'30"	50.00'	51.09'
C13	20°38'55"	50.00'	18.02'
C14	07°02'28"	1370.00'	168.36'
C15	08°53'53"	1370.00'	212.76'
C16	04°21'27"	1370.00'	104.19'



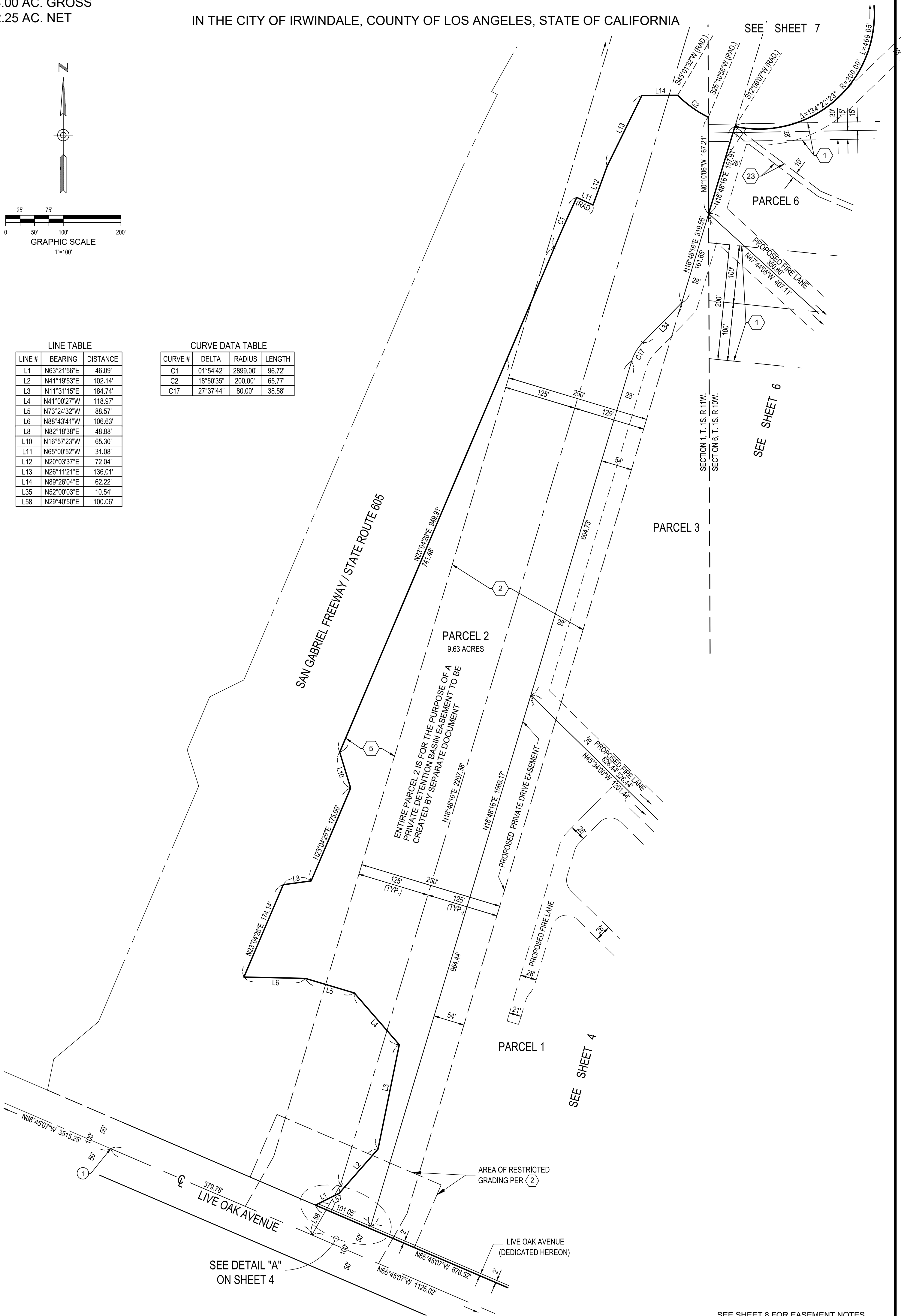
SEE SHEET 8 FOR EASEMENT NOTES

PARCEL MAP NO. 83854
IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

A graphic scale bar is shown below the map, with markings for 0, 25', 50', 100', and 200'. Below the scale bar is the text "GRAPHIC SCALE" and "1" = 100'". Above the scale bar, a north arrow points upwards, with the letter "N" at the top.

LINE #	BEARING	DISTANCE
L1	N63°21'56"E	46.09'
L2	N41°19'53"E	102.14'
L3	N11°31'15"E	184.74'
L4	N40°00'27"W	118.97'
L5	N73°24'32"E	88.57'
L6	N88°43'41"W	106.63'
L8	N82°18'38"E	48.88'
L10	N16°56'23"W	65.30'
L11	N65°05'52"W	31.08'
L12	N20°03'37"E	72.04'
L13	N26°11'21"E	136.01'
L14	N89°26'04"E	62.22'
L35	N52°00'03"E	10.54'
L58	N29°40'50"W	100.06'

CURVE #	DELTA	RADIUS	LENGTH
C1	01°54'42"	2899.00'	96.72'
C2	18°50'35"	200.00'	65.77'
C17	27°37'44"	80.00'	38.58'



SEE SHEET 8 FOR EASEMENT NOTES

6 PARCELS
73.00 AC. GROSS
62.25 AC. NET

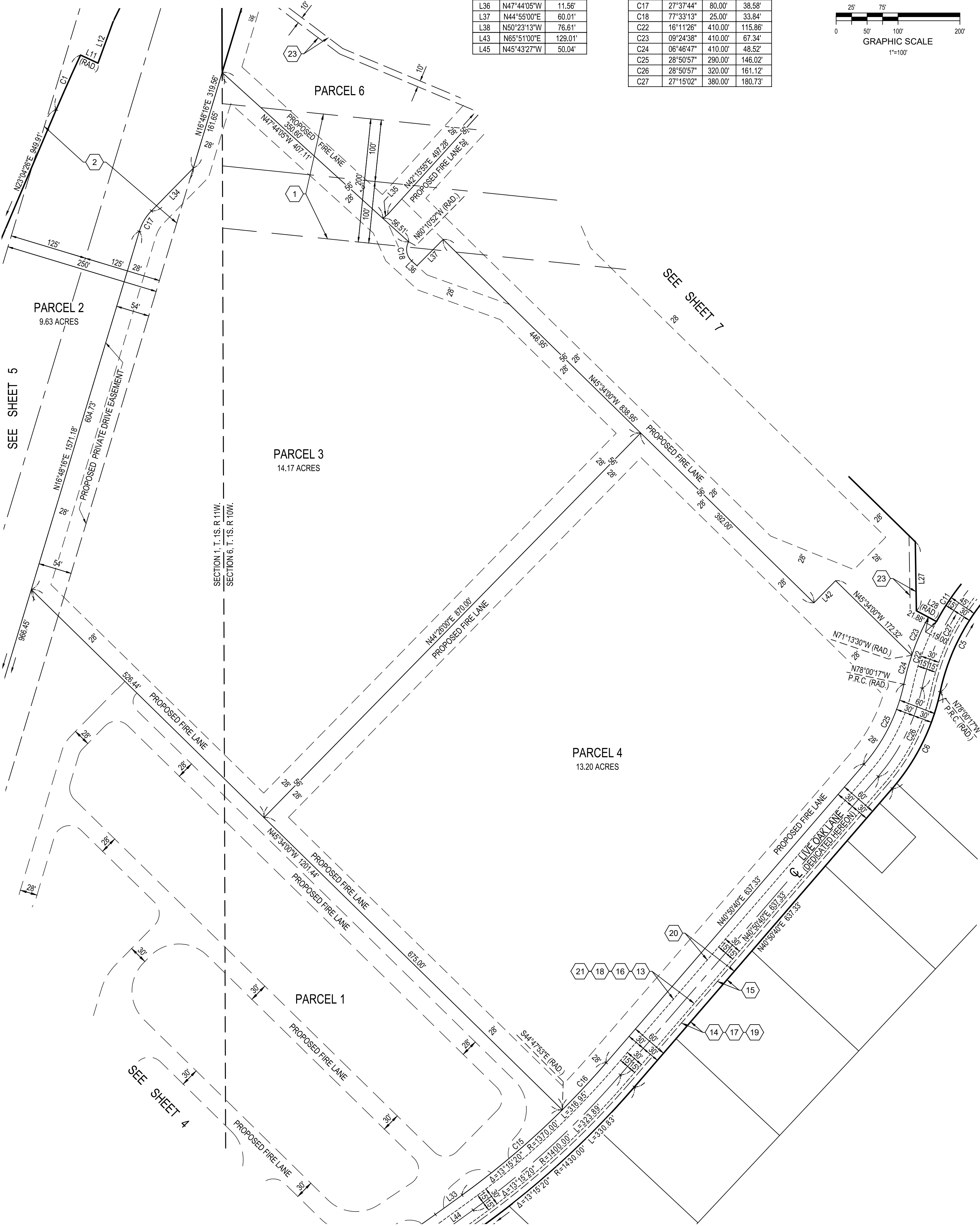
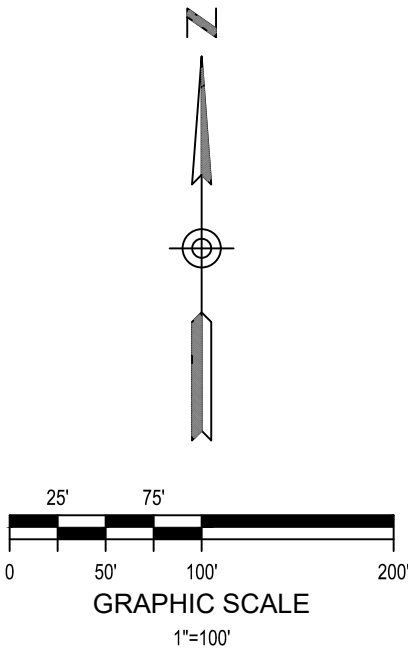
PARCEL MAP NO. 83854

IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

SHEET 6 OF 8 SHEETS

LINE TABLE		
LINE #	BEARING	DISTANCE
L11	N65°00'52"W	31.08'
L12	N20°03'37"E	72.04'
L27	N00°54'42"W	111.41'
L28	N61°48'51"W	36.88'
L34	N44°26'00"E	96.74'
L35	N52°00'03"E	10.54'
L36	N47°44'05"W	11.56'
L37	N44°55'00"E	60.01'
L38	N50°23'13"W	76.61'
L43	N65°51'00"E	129.01'
L45	N45°43'27"W	50.04'

CURVE DATA TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C1	01°54'42"	2899.00'	96.72'
C5	27°15'02"	350.00'	166.46'
C6	28°50'57"	350.00'	176.23'
C11	11°03'36"	395.00'	76.25'
C15	08°53'53"	1370.00'	212.76'
C16	04°21'27"	1370.00'	104.19'
C17	27°37'44"	80.00'	38.58'
C18	77°33'13"	25.00'	33.84'
C22	16°11'26"	410.00'	115.86'
C23	09°24'38"	410.00'	67.34'
C24	06°46'47"	410.00'	48.52'
C25	28°50'57"	290.00'	146.02'
C26	28°50'57"	320.00'	161.12'
C27	27°15'02"	380.00'	180.73'



SEE SHEET 8 FOR EASEMENT NOTES

6 PARCELS
73.00 AC. GROSS
62.25 AC. NET

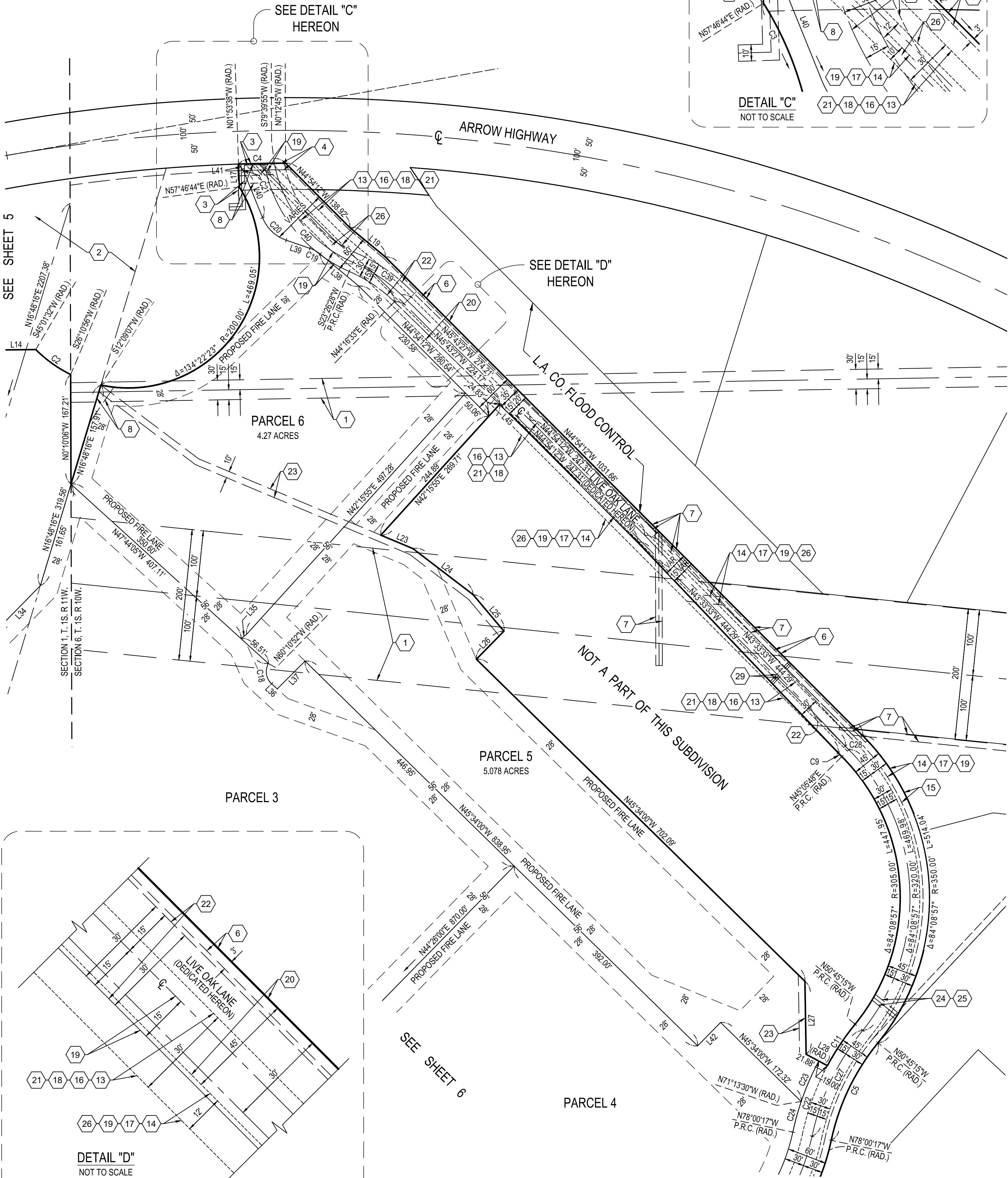
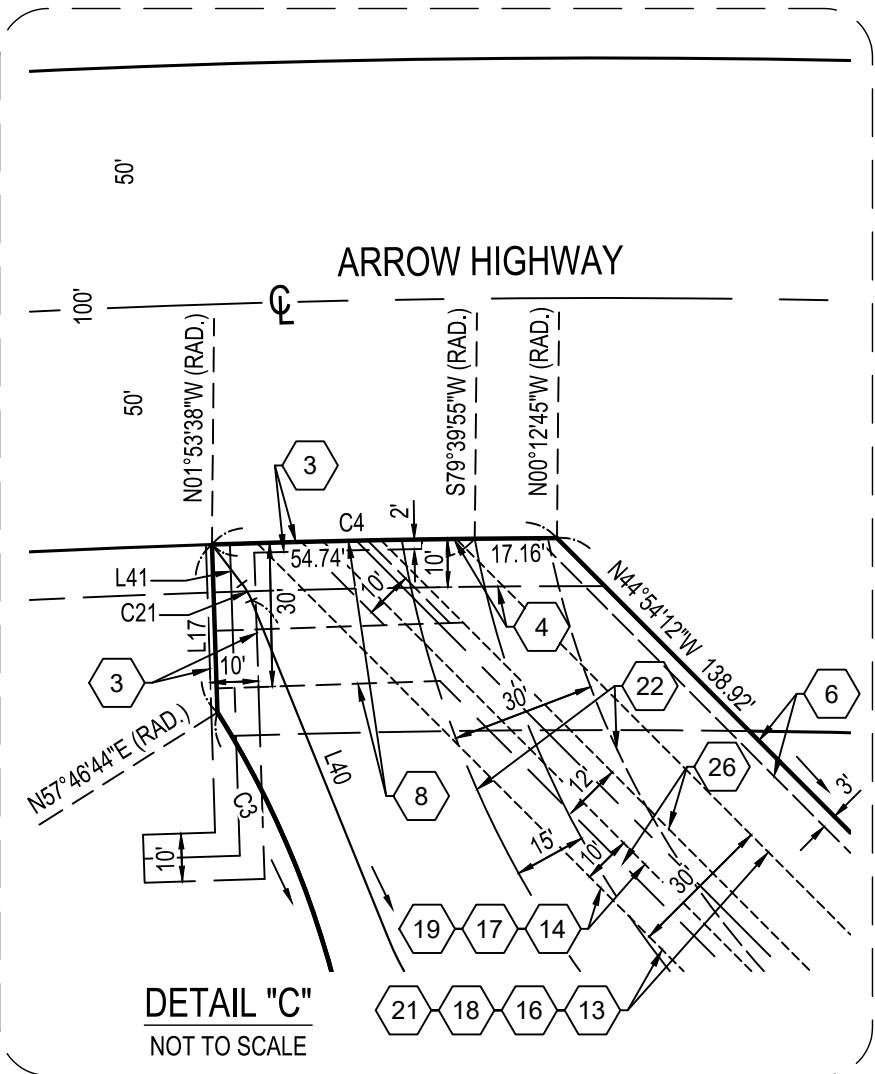
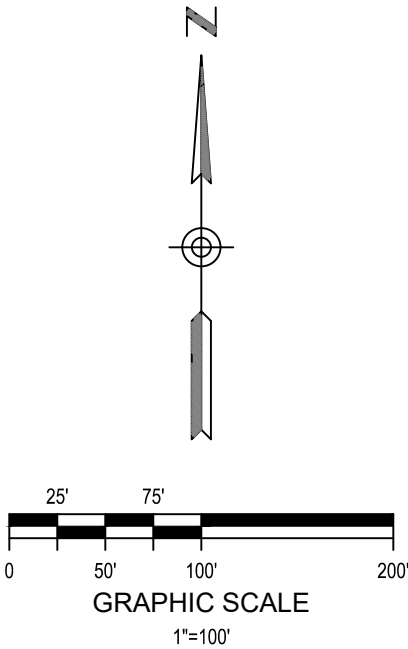
PARCEL MAP NO. 83854

SHEET 7 OF 8 SHEETS

IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

LINE TABLE		
LINE #	BEARING	DISTANCE
L14	N89°26'04"E	62.22'
L17	N01°53'39"W	35.00'
L19	N50°23'13"W	70.32'
L23	N67°15'04"W	53.05'
L24	N52°35'55"W	115.65'
L25	N40°07'20"W	72.99'
L26	N44°31'37"E	60.00'
L27	N00°54'42"W	111.41'
L28	N61°48'51"W	36.88'
L34	N44°26'00"E	96.74'
L35	N52°00'03"E	10.54'
L36	N47°44'05"W	11.56'
L37	N44°55'00"E	60.01'
L38	N50°23'13"W	76.61'
L39	N71°01'53"W	38.24'
L40	N22°03'29"W	75.96'
L41	N37°16'30"W	10.30'
L42	N44°26'00"E	50.00'

CURVE DATA TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C2	18°50'35"	200.00'	65.77'
C3	134°22'23"	200.00'	469.05'
C4	01°40'53"	2450.00'	71.90'
C5	27°15'02"	350.00'	166.46'
C9	01°20'39"	335.00'	7.86'
C11	11°03'36"	395.00'	76.25'
C18	77°33'13"	25.00'	33.84'
C19	20°38'40"	50.00'	18.02'
C20	48°58'24"	60.00'	51.28'
C21	15°13'01"	15.00'	3.98'
C22	16°11'26"	410.00'	115.86'
C23	09°24'38"	410.00'	67.34'
C26	28°50'57"	320.00'	161.12'
C27	27°15'02"	380.00'	180.73'
C28	01°20'39"	320.00'	7.51'



6 PARCELS
73.00 AC. GROSS
62.25 AC. NET

PARCEL MAP NO. 83854
IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

SHEET 8 OF 8 SHEETS

EASEMENT NOTES:

- 1

A 30' WIDE SOUTHERN CALIFORNIA EDISON EASEMENT AND A 200' WIDE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT EASEMENT REFERENCED IN THE DOCUMENT RECORDED DECEMBER 07, 1944 IN BOOK 21524, PAGE 108 OF OFFICIAL RECORDS. NOTE THAT PARCEL MAP NO. 13784, P.M.B.137/53-54 LABELS THE 200' WIDE EASEMENT "NOW ABANDONED," HOWEVER OUR RECORDS DO NOT DISCLOSE ANY FORMAL RECORDED ABANDONMENT OF THE EASEMENT. SAID DOCUMENT ALSO PROVIDES FOR CERTAIN MINING RESTRICTIONS AS SPECIFIED THEREIN.
- 2

AN EASEMENT OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION FOR ELECTRICAL TRANSMISSION LINE AND INCIDENTAL PURPOSES, RECORDED SEPTEMBER 11, 1950 AS INSTRUMENT NO. 1950-1376, BOOK 34257, PAGE 166 OF OFFICIAL RECORDS.
- 3

AN EASEMENT OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION FOR POLE LINES AND INCIDENTAL PURPOSES, RECORDED SEPTEMBER 26, 1957 AS INSTRUMENT NO.1957-3272 IN BOOK 55708, PAGE 343 OF OFFICIAL RECORDS.
- 4

AN EASEMENT OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED JANUARY 23, 1964 AS INSTRUMENT NO.1964-4494 IN BOOK D-2333, PAGE 867 OF OFFICIAL RECORDS.
- 5

AN EASEMENT OF STATE OF CALIFORNIA FOR OVERHEAD ELECTRICAL TRANSMISSION LINE AND INCIDENTAL PURPOSES, RECORDED NOVEMBER 15, 1965 AS INSTRUMENT NO. 1965-3866, BOOK D-3115 PAGE 384 OF OFFICIAL RECORDS.
- 6

AN EASEMENT OF GENERAL TELEPHONE COMPANY OF CALIFORNIA, SUCCESSOR IN INTEREST TO CALIFORNIA WATER AND TELEPHONE COMPANY FOR TELEPHONE LINES AND INCIDENTAL PURPOSES, RECORDED JUNE 27, 1967 AS INSTRUMENT NO. 2741 IN BOOK D-3685, PAGE 147 OF OFFICIAL RECORDS.
- 7

AN EASEMENT OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION FOR AERIAL AND UNDERGROUND ELECTRIC LINES AND INCIDENTAL PURPOSES, RECORDED JULY 06, 1967 AS INSTRUMENT NO. 3061 IN BOOK D-3694, PAGE 958 OF OFFICIAL RECORDS.
NOTE: LITERAL CALCULATION OF DOCUMENT PLACES THIS EASEMENT APPROXIMATELY 45' NORTHEASTERLY OF ITS LOCATION AS SHOWN HEREON. ITS PLACEMENT HEREON IS PER P.M. NO. 1378, PMB 137/53-57, WHICH APPEARS TO COINCIDE WITH THE DOCUMENT'S INTENT.
- 8

AN EASEMENT OF THE STATE OF CALIFORNIA FOR OVERHANG AND SLOPE PURPOSES AND INCIDENTAL PURPOSES, RECORDED DECEMBER 12, 1968 AS INSTRUMENT NO. 190 IN BOOK D-4221, PAGE 992 OF OFFICIAL RECORDS.
- 9

AN EASEMENT OF THE CITY OF IRWINDALE FOR PUBLIC ROAD, HIGHWAY AND SLOPE PURPOSES AND INCIDENTAL PURPOSES, RECORDED JANUARY 21, 1972 AS INSTRUMENT NO. 3245 IN BOOK D-5328, PAGE 827 OF OFFICIAL RECORDS.
- 10

AN EASEMENT OF THE CITY OF IRWINDALE FOR PUBLIC ROAD, HIGHWAY AND SLOPE PURPOSES AND INCIDENTAL PURPOSES, RECORDED JANUARY 21, 1972 AS INSTRUMENT NO. 1972-3246 OF OFFICIAL RECORDS.
- 11

AN EASEMENT OF THE CITY OF IRWINDALE FOR SLOPE PURPOSES AND INCIDENTAL PURPOSES, RECORDED APRIL 20, 1972 AS INSTRUMENT NO.1972-2975, BOOK D-5434 PAGE 27 OF OFFICIAL RECORDS.
- 12

AN EASEMENT OF CITY OF IRWINDALE FOR SLOPE AND INCIDENTAL PURPOSES, RECORDED APRIL 20, 1972 AS INSTRUMENT NO. 1972-2976, BOOK D-5434 PAGE 32 OF OFFICIAL RECORDS.
- 13

THE TERMS, PROVISIONS AND EASEMENT(S) CONTAINED IN THE DOCUMENT ENTITLED "NON-EXCLUSIVE EASEMENTS AND RIGHT-OF-WAY" RECORDED JANUARY 21, 1980 AS INSTRUMENT NO. 1980-73447 OF OFFICIAL RECORDS.

THE EFFECT OF A DOCUMENT ENTITLED "CORPORATION QUITCLAIM DEED", RECORDED MAY 15, 1986 AS INSTRUMENT NO. 86-607976, 86-607977, 86-607978 AND 86-607979 OF OFFICIAL RECORDS.
- 14

AN EASEMENT SHOWN OR DEDICATED ON THE MAP OF PARCEL MAP 13784 RECORDED FEBRUARY 20, 1981 AND ON FILE IN BOOK 137, PAGE 53 THROUGH 57, OF PARCEL MAPS.
FOR: UNDERGROUND UTILITY PURPOSES, PUBLIC UTILITY PURPOSES AND INCIDENTAL PURPOSES.
- 15

AN EASEMENT SHOWN OR DEDICATED ON THE MAP OF PARCEL MAP 13784 RECORDED FEBRUARY 20, 1981 AND ON FILE IN BOOK 137, PAGE 53 THROUGH 57, OF PARCEL MAPS.
FOR: NON-EXCLUSIVE EASEMENT TO VALLEY COUNTY WATER DISTRICT, INDIVIDUAL ACCESS EASEMENT AND INCIDENTAL PURPOSES.
- 16

THE TERMS, PROVISIONS AND EASEMENT(S) CONTAINED IN THE DOCUMENT ENTITLED "GRANT DEED" RECORDED AUGUST 28, 1981 AS INSTRUMENT NO. 1981-861903 OF OFFICIAL RECORDS.
- 17

AN EASEMENT TO GENERAL TELEPHONE COMPANY OF CALIFORNIA, A CORPORATION FOR UNDERGROUND CONDUITS, MANHOLES, PEDESTALS, CABLES, WIRES, AND APPURTENANCES FOR THE TRANSMISSION OF ELECTRIC ENERGY FOR COMMUNICATION AND OTHER PURPOSES AND INCIDENTAL PURPOSES, RECORDED MAY 06, 1982 AS INSTRUMENT NO. 1982-469236 OF OFFICIAL RECORDS.
- 18

THE TERMS, PROVISIONS AND EASEMENT(S) CONTAINED IN THE DOCUMENT ENTITLED "NON-EXCLUSIVE EASEMENT APPURTENANT AND RIGHT OF WAY" RECORDED AUGUST 25, 1983 AS INSTRUMENT NO. 1983-986080 OF OFFICIAL RECORDS.
- 19

AN EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION FOR UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS AND INCIDENTAL PURPOSES, RECORDED NOVEMBER 08, 1984 AS INSTRUMENT NO. 1984-1335364 OF OFFICIAL RECORDS.
- 20

AN EASEMENT TO SOUTHERN CALIFORNIA GAS COMPANY, A CORPORATION FOR RIGHT OF WAY AND INCIDENTAL PURPOSES, RECORDED DECEMBER 26, 1984 AS INSTRUMENT NO. 1984-1504060 OF OFFICIAL RECORDS.

EASEMENT NOTES CONTINUED:

- 21

AN EASEMENT TO CHEM-ARROW CORP., A CALIFORNIA CORPORATION FOR NON-EXCLUSIVE EASEMENT FOR RIGHT-OF-WAY AND INCIDENTAL PURPOSES, RECORDED APRIL 10, 1986 AS INSTRUMENT NO. 1986-447035 OF OFFICIAL RECORDS.

THE INTEREST OF THE EASEMENT HOLDER WAS TRANSFERRED TO CFCD 2002 LLC, A DELAWARE LIMITED LIABILITY COMPANY BY DOCUMENT RECORDED FEBRUARY 26, 2002 AS INSTRUMENT NO. 02-0454058 OF OFFICIAL RECORDS.
- 22

AN EASEMENT TO OWL ROCK PRODUCTS CO., A CORPORATION; CONSOLIDATED FREIGHTWAYS CORPORATION OF DELAWARE, A CORPORATION; ADMIXTURES, INC., A CORPORATION; CHEM-ARROW CORPORATION, A CORPORATION; JOHN H. TARAZI AND HELEN TARAZI FOR NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AND INCIDENTAL PURPOSES, RECORDED MAY 15, 1986 AS INSTRUMENT NO. 1986-607980 OF OFFICIAL RECORDS.
- 23

AN EASEMENT SHOWN OR DEDICATED ON THE MAP OF PARCEL MAP NO. 17598 RECORDED JUNE 2, 1986 AND ON FILE IN BOOK 186, PAGE 79 THROUGH 82, OF PARCEL MAPS.
FOR: STORM DRAIN AND INCIDENTAL PURPOSES.
- 24

AN EASEMENT TO SIMBURG COMPANY FOR A RIGHT OF PURPOSES WHICH WILL ALLOW THE INSTALLATION, USE AND MAINTENANCE OF UTILITIES, INCLUDING BUT NOT LIMITED TO GAS, WATER, ELECTRICITY, TELEPHONE AND SUCH OTHER AND FURTHER UTILITIES AND INCIDENTAL PURPOSES, RECORDED JANUARY 12, 1989 AS INSTRUMENT NO. 1989-61730 OF OFFICIAL RECORDS.
- 25

AN EASEMENT TO VALLEY COUNTY WATER DISTRICT, A PUBLIC FOR THE RIGHT TO ENTER UPON AND TO PASS AND REPASS OVER AND ALONG SAID EASEMENT AND RIGHT-OF-WAY AND TO DEPOSIT TOOLS, IMPLEMENTS, AND OTHER MATERIALS THEREON AND INCIDENTAL PURPOSES, RECORDED FEBRUARY 01, 1989 AS INSTRUMENT NO. 1989-172221 OF OFFICIAL RECORDS.
- 26

AN EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED JUNE 15, 1989 AS INSTRUMENT NO. 89-965130 OF OFFICIAL RECORDS.
- 27

AN EASEMENT TO GTE CALIFORNIA INCORPORATED, A CORPORATIONFOR THE TRANSMISSION OF ELECTRIC ENERGY FOR COMMUNICATION AND OTHER PURPOSES AND INCIDENTAL PURPOSES, RECORDED MARCH 14, 1990 AS INSTRUMENT NO. 1990-404279 OF OFFICIAL RECORDS.
- 28

AN EASEMENT TO GTE CALIFORNIA INCORPORATED, A CORPORATION FOR THE TRANSMISSION OF ELECTRIC ENERGY FOR COMMUNICATION AND OTHER PURPOSES AND INCIDENTAL PURPOSES, RECORDED MARCH 14, 1990 AS INSTRUMENT NO. 1990-404280 OF OFFICIAL RECORDS.
- 29

AN EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED JUNE 01, 2011 AS INSTRUMENT NO. 20110756477 OF OFFICIAL RECORDS.
- 30

AN EASEMENT TO THE STATE OF CALIFORNIA FOR THE RIGHT OF WAY AND INCIDENTS THERETO FOR A PUBLIC HIGHWAY AND INCIDENTAL PURPOSES, RECORDED JUNE 23, 2020 AS INSTRUMENT NO. 20200685915 OF OFFICIAL RECORDS.

City of
IRWINDALE
AGENDA REPORT

Date: September 9, 2026
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Establishment of a No Parking - Fire Lane on Alpha Street

City Manager's Recommendation:

That the City Council adopt Resolution no. 2026-81-3891 (1) Approving the designation of a No Parking – Fire Lane along the designated portion of Alpha Street and authorizing Staff to coordinate with the LA County Fire Department for establishment of a fire lane; and (2) Authorizing the installation of red curb and appropriate “NO PARKING – FIRE LANE” curb markings and/or regulatory signage, as determined necessary by the Fire Department and City Engineer

Administrative Action:

Submitted / Prepared by:

Eddie Chan, Director of Engineering/Building Official



Reviewed by:

Jamie Koontz, Assistant City Attorney

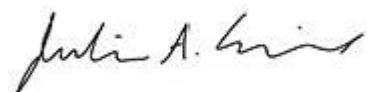


Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

Alpha Street serves the industrial properties located in the vicinity of Bateman Street and Avenida Barbosa. Due to the roadway configuration, including the curved segment of Alpha Street, maintaining adequate roadway clearance is important to provide unobstructed access for emergency response vehicles.

Per the Vehicle Code section 22500.1, fire lanes are designated by the fire department or fire district with jurisdiction over the area in which the place is located.

Staff has coordinated with the Los Angeles County Fire Department regarding emergency access along Alpha Street to designate a portion thereof as fire lane. Based on the roadway configuration and the need to maintain adequate clearance for emergency apparatus, the designated portion of Alpha Street will be established as a No Parking – Fire Lane. The installation of red curb and associated fire-lane markings will provide clear notice of the parking restriction and help maintain unobstructed emergency access.

The proposed fire lane would generally extend along the curved portion of Alpha Street from the vicinity of the existing red curb to the eastern end of Alpha Street near Bateman Street/Avenida Barbosa, as depicted on the attached Exhibit A. The proposed restriction would prohibit vehicles from parking along the designated curb area and would maintain sufficient roadway clearance for fire apparatus and other emergency vehicles.

As shown on the attached Exhibit A, the proposed improvements include painting the designated curb area red and marking the area “NO PARKING – FIRE LANE.” The proposed fire lane would complement the existing red-curb restrictions in the immediate area and provide a more continuous no-parking zone through the curved section of the roadway.

Upon City Council approval, staff will coordinate the installation of the red curb and appropriate fire-lane markings and/or signage. The final limits and placement of the markings and signs may be field-adjusted as necessary to account for existing driveways, roadway conditions, utilities, and other site constraints.

Fiscal Impact:

The cost associated with painting the curb and installing the necessary pavement markings and/or regulatory signs is expected to be minor and can be funded through the Engineering/Public Works Department's existing street maintenance budget.

Attachments:

1.	(IRW) Resolution - Fire Lane Designation (2190529.1)
2.	Exhibit A

RESOLUTION NO. 2026-81-3891

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE DESIGNATION OF A NO PARKING – FIRE LANE ALONG THE DESIGNATED PORTION OF ALPHA STREET AND AUTHORIZING STAFF TO COORDINATE WITH THE LA COUNTY FIRE DEPARTMENT FOR ESTABLISHMENT AND INSTALLATION OF A FIRE LANE; AND AUTHORIZING THE INSTALLATION OF RED CURB AND APPROPRIATE “NO PARKING – FIRE LANE” CURB MARKINGS AND/OR REGULATORY SIGNAGE, AS DETERMINED NECESSARY BY THE FIRE DEPARTMENT AND CITY ENGINEER

WHEREAS, Alpha Street serves the industrial properties located in the vicinity of Bateman Street and Avenida Barbosa. Due to the roadway configuration, including the curved segment of Alpha Street, maintaining adequate roadway clearance is important to provide unobstructed access for emergency response vehicles.

WHEREAS, Vehicle Code section 22500.1, states that fire lanes are to be designated by the fire department or fire district with jurisdiction over the area in which the place is located; and

WHEREAS, City staff have coordinated with the Los Angeles County Fire Department regarding emergency access along Alpha Street to designate a portion thereof as fire lane; and

WHEREAS, based on the roadway configuration and the need to maintain adequate clearance for emergency apparatus, the designated portion of Alpha Street will be established as a No Parking – Fire Lane. The installation of red curb and associated fire-lane markings will provide clear notice of the parking restriction and help maintain unobstructed emergency access; and

WHEREAS, the fire lane will generally extend along the curved portion of Alpha Street from the vicinity of the existing red curb to the eastern end of Alpha Street near Bateman Street/Avenida Barbosa, as depicted on the attached Exhibit A. The restriction would prohibit vehicles from parking along the designated curb area and would maintain sufficient roadway clearance for fire apparatus and other emergency vehicles; and

WHEREAS, as shown on the attached Exhibit A, the proposed improvements include painting the designated curb area red and marking the area “NO PARKING – FIRE LANE.” The proposed fire lane would complement the existing red-curb restrictions in the immediate area and provide a more continuous no-parking zone through the curved section of the roadway; and

WHEREAS, the City council no desires to approve the designation of a No Parking – Fire Lane along the designated portion of Alpha Street and authorize Staff to coordinate with the LA County Fire Department for establishment of a fire lane; and authorize the installation of red curb and appropriate “NO PARKING – FIRE LANE” curb markings

and/or regulatory signage, as determined necessary by the Fire Department and City Engineer.

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 approves the designation of a No Parking – Fire Lane along the curved portion of Alpha Street from the vicinity of the existing red curb to the eastern end of Alpha Street near Bateman Street/Avenida Barbosa, as depicted on the attached Exhibit A.

SECTION 3. The City Engineer or designee is authorized to coordinate with the Los Angeles County Fire Department to implement and designate the No Parking – Fire Lane, including coordinate the installation of the red curb and appropriate fire-lane markings and/or signage. The final limits and placement of the markings and signs may be field-adjusted as necessary in the discretion of the Fire Department and City Engineer.

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 9th day of September 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. 2026-81-3891 was duly adopted by the City Council of the City

Resolution No. 2026-81-3891
Page 2

Irwindale at a regular meeting thereof held on the 9th day of September 2026, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSTAIN: Councilmembers:

ABSENT: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk



EXISTING RED CURB

EXISTING RED CURB

NO PARKING - FIRE LANE

INSTALL NEW FIRE LANE
WITH CURB PAINTED
"NO PARKING - FIRE LANE"

NO PARKING - FIRE LANE

INSTALL NEW FIRE LANE
WITH CURB PAINTED
"NO PARKING - FIRE LANE"

ALPHA ST

BATEMAN ST

AVENIDA
BARBOSA

City of
IRWINDALE
AGENDA REPORT

Date: September 9, 2026

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Approval of Microsoft Office 365 G1 and Office 365 G3 License Renewal

City Manager's Recommendation:

That the City Council **adopt Resolution No. 2026-82-3892** entitled: "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE WAIVING FORMAL BIDDING PROCEDURES PURSUANT TO IRWINDALE MUNICIPAL CODE SECTION 3.44.080(E), AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH INTELLI-TECH FOR THE RENEWAL OF MICROSOFT OFFICE 365 G1 AND G3 LICENSES UTILIZING THE NATIONAL COOPERATIVE PURCHASING ALLIANCE (NCPA) CONTRACT**"

Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager

Prepared by:

Jeffrey Wagner, IT Manager

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 utilizes Microsoft Office 365 as a critical component of its information technology environment. Microsoft Office 365 provides City employees with essential email, productivity, communication, collaboration, and cloud-based services necessary to conduct day-to-day City operations.

The City currently maintains a combination of Microsoft Office 365 G1 and G3 licenses based on the operational requirements and job responsibilities of individual users. Maintaining the appropriate licensing levels ensures that employees have access to the Microsoft services and applications necessary to perform their assigned duties. The City's existing Microsoft Office 365 licenses are approaching renewal; the proposed renewal will provide the City with a total of 233 Microsoft Office 365 licenses, consisting of 111 Office 365 G1 licenses and 122 Office 365 G3 licenses.

This procurement will be conducted through an authorized cooperative purchasing agreement, providing competitive pricing while expediting the procurement process. Irwindale Municipal Code Section 3.44.080(E) provides that bidding may be dispensed with when, through cooperative purchasing with the State, County, and other public agencies, the advantages of large-scale purchasing may be obtained. The National Cooperative Purchasing Alliance (NCPA) Contract No. 01-170 provides for the procurement of the required Microsoft Office 365 licenses through an established cooperative purchasing agreement. Intelli-Tech is an authorized NCPA dealer and has provided the City with two separate quotes, one for the 111 Microsoft Office 365 G1 licenses and one for the 122 Microsoft Office 365 G3 licenses, under NCPA Contract No. 01-170. The quotes provided by Intelli-Tech meet the requirements of Irwindale Municipal Code Section 3.44.080(E).

Fiscal Impact:

The total cost for the renewal of the City's Microsoft Office 365 licenses is \$43,386, consisting of \$31,842 for 122 Office 365 G3 licenses and \$11,544 for 111 Office 365 G1 licenses. Sufficient funds are available in the Fiscal Year 2026-2027 budget to cover the cost of the proposed renewal. No additional funds are being requested.

Attachments:

1.	Resolution No. 2026-82-3892
2.	Exhibit A - O365 G1 QUOTE
3.	Exhibit B - O365 G3 QUOTE

RESOLUTION NO. 2026-82-3892

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
WAIVING FORMAL BIDDING PROCEDURES PURSUANT TO IRWINDALE
MUNICIPAL CODE SECTION 3.44.080(E), AUTHORIZING THE CITY
MANAGER TO ENTER INTO AN AGREEMENT WITH INTELLI-TECH FOR
THE RENEWAL OF MICROSOFT OFFICE 365 G1 AND G3 LICENSES
UTILIZING THE NATIONAL COOPERATIVE PURCHASING ALLIANCE
(NCPA) CONTRACT**

WHEREAS, the City of Irwindale utilizes Microsoft Office 365 as a critical component of its information technology environment, providing essential email, productivity, communication, collaboration, and cloud-based services necessary for day-to-day City operations; and

WHEREAS, the City's existing Microsoft Office 365 licenses are approaching renewal, and continued licensing is necessary to maintain uninterrupted access to these services; and

WHEREAS, the National Cooperative Purchasing Alliance (NCPA) Contract No. 01-170 provides for the procurement of Microsoft Office 365 licenses through a cooperative purchasing agreement, and Intelli-Tech is an authorized NCPA dealer that has provided the City with quotes for the required licenses; and

WHEREAS, Irwindale Municipal Code Section 3.44.080(E) permits formal bidding to be dispensed with when cooperative purchasing with the State, County, and other public agencies provides the advantages of large-scale purchasing; and

WHEREAS, sufficient funds are available in the Fiscal Year 2026-27 budget for the proposed renewal, with a total cost of \$43,386.00 for 111 Microsoft Office 365 G1 licenses and 122 Microsoft Office 365 G3 licenses.

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 waives the formal bidding process and finds that a cooperative purchase through the National Cooperative Purchasing Alliance (NCPA) is authorized pursuant to Irwindale Municipal Code Section 3.44.080(E). The City Council hereby authorizes the City Manager to enter into an agreement with Intelli-Tech for the renewal of 111 Microsoft Office 365 G1 licenses and 122 Microsoft Office 365 G3 licenses, for a total amount not to exceed \$43,386.00, pursuant to NCPA Contract No. 01-170 and the quotes provided by Intelli-Tech, attached hereto as Exhibits "A" and "B."

SECTION 3. If any section, subsection, sentence, clause, phase, or portion of this Resolution, or the application thereof to any person or circumstances, is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the application of any other section, subsection, sentence, clause, phrase, or portion of this Resolution, and to this end the invalid or unconstitutional section, subsection, sentence, clause, phrase of this Resolution are declared to be severable. The City Council hereby declares that it would have adopted this Resolution and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.

SECTION 4. This Resolution shall take effect immediately and the Chief Deputy City Clerk shall attest to the adoption of this Resolution.

PASSED, APPROVED and ADOPTED this 9th day of September 2026.

H. Manual 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. 2026-82-3892 duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 9th day of September 2026, by the following vote:

YES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

QUOTATION



1652 Yeager Avenue - La Verne, CA 91750

phone (909) 394-5188 / fax (909) 394-5190

www.intelli-tech.com

www.intelli-tech.com				DATE	QUOTATION NO.		
				08/25/26	JW082526B-PR		
CONTACT			BILLING		ACCOUNT TEAM		
Jeffrey Wagner 626-430-2258			City of Irwindale 5050 North Irwindale Avenue Irwindale, CA 91706 Attn. Accounts Payable		Account Manager - Pamela Rumph 909-394-5188 x1207 TeamPam@intelli-tech.com Inside Sales - Sandy Nguyen		
			SHIP		PURCHASE ORDER NO	TERMS	
RFQ #			City of Irwindale 5050 North Irwindale Avenue Irwindale, CA 91706 Attn: Receiving			NET 30	
					DEPARTMENT	FOB	
						Freight	
#	Qty	Part No.			ETA	Price	Extended
1	111	CFQ7TTC0J1Z9-0007	Microsoft NCE Office365 GCC (Plan G1) - Annual Renewal Dates 9/10/26 TO 9/10/27		Email	\$ 104.00	\$ 11,544.00
			NCPA CONTRACT #01-170				
					Sub-total	\$ 11,544.00	
					10.75% Sales Tax	\$ -	
					E-Waste Fee	\$ -	
					Grand Total	\$ 11,544.00	

QUOTATION



1652 Yeager Avenue - La Verne, CA 91750

phone (909) 394-5188 / fax (909) 394-5190

www.intelli-tech.com

				www.intelli-tech.com		DATE		QUOTATION NO.			
						08/25/26		JW082526A-PR			
CONTACT				BILLING				ACCOUNT TEAM			
Jeffrey Wagner 626-430-2258				City of Irwindale 5050 North Irwindale Avenue Irwindale, CA 91706 Attn. Accounts Payable				Account Manager - Pamela Rumph 909-394-5188 x1207 TeamPam@intelli-tech.com Inside Sales - Sandy Nguyen			
								SHIP			
RFQ #				City of Irwindale 5050 North Irwindale Avenue Irwindale, CA 91706 Attn: Receiving						NET 30	
								DEPARTMENT		FOB	
										Freight	
#	Qty	Part No.					ETA	Price	Extended		
1	122	CFQ7TTC0J1Z4-0003	Microsoft NCE Office365 GCC (Plan G3) - Annual Renewal Dates 9/10/26 TO 9/10/27				Email	\$ 261.00	\$ 31,842.00		
			NCPA CONTRACT #01-170								
							Sub-total		\$ 31,842.00		
							10.75% Sales Tax		\$ -		
							E-Waste Fee		\$ -		
							Grand Total		\$ 31,842.00		

City of
IRWINDALE
AGENDA REPORT

Date: September 9, 2026

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Introduction and First Reading of Ordinance No. 823 Pertaining to Adoption of Chapter 2.53 of Title 2 of the Irwindale Municipal Code Related to the Regulation of the Use of the City's Official Seal, City Insignia, and City Logo

City Manager's Recommendation:

It is recommended that the Irwindale City Council **introduce for first reading by title only with further reading waived Ordinance No. 823** entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADDING CHAPTER 2.53 ("CUSTODY AND USE OF OFFICIAL CITY SEAL, CITY INSIGNIA, AND CITY LOGO") TO TITLE 2 OF THE IRWINDALE MUNICIPAL CODE RELATED TO THE REGULATION OF THE USE OF THE CITY'S OFFICIAL SEAL, CITY INSIGNIA, AND CITY LOGO".

Administrative Action:

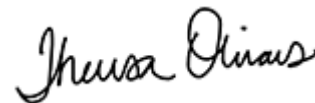
Prepared by:

Adrian R. Guerra, City Attorney



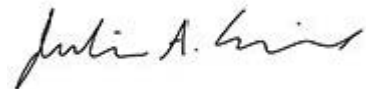
Reviewed by:

Theresa Olivares, Assistant City Manager



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

This report provides general background for municipal regulation of the City of Irwindale's ("City")

official seal, insignia, and logo. Regulation of the City's official seal, insignia, and logo is within its power under the California Constitution (Cal Const. art XI, §7 (general law cities)).

The City by Resolution No. 57-21 adopted an official City Seal. Official City Seal as depicted below:



The City uses a red and yellow circular form bearing the inscription "City of Irwindale" across the top, "Jardin de Roca" across the middle, and "California" across the bottom as a City insignia. City insignia as depicted below:



The City uses a rectangular form depicting two mission-style buildings, two palm trees, and a mountain range in the background, set against a gradient sky, with an inscription across the bottom reading "City of Irwindale" as a city logo, as depicted below:



The City uses the above-described images for official City purposes to identify the City. Currently the Irwindale Municipal Code has no protections in place to ensure that these means of identification are used only in proper circumstances to identify the City and for official City purposes. The lack of protections for the City's seal, insignia, and logo creates potential concerns for the City and its residents because people may use them and mislead the public that a person, event, or product is officially connected to, or approved by, the City. The proposed ordinance aims to protect the City and its residents from confusion and to ensure the City's seal, insignia, and logo are used solely for City purposes and in accordance with the City's mission.

The proposed ordinance for consideration, if adopted, would add Chapter 2.53 to the Irwindale Municipal Code to prohibit use of the City's seal, insignia, or logo other than for the City's Official Purposes, or for use on certain non-documentary objects pursuant to City Council approved agreement. In addition, the ordinance would allow charitable organizations or individuals to request use of the seal, insignia, or logo via an approved application and appeal process. Violations of this chapter would be a misdemeanor subject to penalties and remedies as provided in Irwindale Municipal Code Chapters 1.12 and 1.16, as well as any other civil, administrative or criminal remedies available under applicable law. Staff is proposing a \$1,000 fine for any person who engages in the unauthorized use of the City seal, insignia, or logo.

Fiscal Impact:

There is no financial impact as a result of the recommended action.

Attachments:

1.	Ordinance No. 823
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ORDINANCE NO. 823

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADDING CHAPTER 2.53 (“CUSTODY AND USE OF OFFICIAL CITY SEAL, CITY INSIGNIA, AND CITY LOGO”) TO TITLE 2 (“ADMINISTRATION AND PERSONNEL”) OF THE IRWINDALE MUNICIPAL CODE RELATED TO THE REGULATION OF THE USE OF THE CITY’S OFFICIAL SEAL, CITY INSIGNIA, AND CITY LOGO

WHEREAS, the City of Irwindale (“City”) has adopted an official City seal, City insignia, and City logo to signify and represent the official actions and interests of the City; and

WHEREAS, the Irwindale Municipal Code (“IMC”) currently does not regulate the use of the City’s official seal, insignia, and logo; and

WHEREAS, if unprotected and unregulated, the misuse of the City of Irwindale’s official seal, insignia, and logo may give rise to confusion and potential fraud; and

WHEREAS, the City Council has the power to adopt ordinances to promote the public health, safety, and welfare; and

WHEREAS, the City Council now desires to establish regulations to promote the proper use of the City’s official seal, insignia, and logo within the City’s jurisdiction; and

WHEREAS, all legal prerequisites for the adoption of this Ordinance have occurred.

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

SECTION 1. The facts set forth in the recitals in this Ordinance are true and correct and incorporated herein by reference.

SECTION 2. The City Council hereby adds a new Chapter 2.53, entitled “CUSTODY AND USE OF OFFICIAL CITY SEAL, CITY INSIGNIA, AND CITY LOGO,” to Title 2 of the Irwindale Municipal Code to read in its entirety as set forth below:

“CHAPTER 2.53 – CUSTODY AND USE OF OFFICIAL CITY SEAL, CITY INSIGNIA, AND CITY LOGO

2.53.010 City Seal.

- A. City Seal: the official seal of the City of Irwindale shall be circular in form and shall bear the inscription “Incorporated Aug 6, 1957” in the

center, "City of Irwindale" across the top, and "State of California" across the bottom. The Official City seal shall be as depicted below:



- B. The City reserves the right to adopt or establish a new City seal or variations of the City seal.
- C. The City Clerk of the City of Irwindale shall be the official custodian of the City seal.

2.53.020 City Insignia.

- A. City Insignia: The City insignia shall be circular in form and shall bear the inscription "City of Irwindale" across the top, "Jardin de Roca" across the middle, and "California" across the bottom. It shall be in the colors red and yellow, with black text. The City insignia shall be as depicted below:



- B. The City reserves the right to adopt or establish a new City insignia or variations of the City insignia, or to adopt additional insignias.
- C. The City Clerk of the City of Irwindale shall be the official custodian of the City insignia.

2.53.030 City Logo.

- A. "City Logo" means any other emblems depicting, symbolizing, or including the City of Irwindale, as approved by the City Council.
- B. The official City Logo depicts two mission-style buildings, two palm trees, and a mountain range in the background, set against a gradient sky with the inscription reading "City of Irwindale" across the bottom. The official City Logo shall be as depicted below:



- C. The City reserves the right to adopt or establish a new City logo or variations of the City logo, or to adopt additional logos.
- D. The City Clerk of the City of Irwindale shall be the official custodian of the City logo.

2.53.040 Use of City Seal, Insignia, and Logo for Official City Purposes.

- A. The City seal, insignia, and logo are the sole property of the City of Irwindale and shall only be used for the official business of the City, which includes the City Council, boards and commissions, officials and departments, except as provided in Section 2.53.050 below.
- B. The City seal, insignia, and logo may be used on City equipment, buildings, vehicles, clothing items, and fixtures such as signage, billboards, brochures, publications, websites, social media, paintings, pamphlets, promotional materials, and elected official pins.
- C. The City Council may, by resolution or ordinance, authorize the creation and usage of variations of the city seal, insignia, and logo including, but not limited to, seals, insignia, or logos which mark anniversaries or other official city occasions the City Council wishes to commemorate.

- D. The City logo or insignia may be used on non-documentary objects, such as souvenirs or decorative items, pursuant to an agreement with the City approved by the City Council containing such requirements and limitations as the City Council shall deem appropriate to assure that such use of the City logo and/or insignia represents the best interest of the City.

2.53.050 Use of City Insignia or Logo for Non-City Purposes.

- A. Notwithstanding Section 2.53.040 above, the City Manager or, on appeal, the City Council may authorize an individual or organization to use the City insignia or logo for non-commercial purposes subject to the approval procedures in this section.
- B. An applicant for use of the City insignia or logo shall be submitted on a form approved by the City Manager, as may be updated from time to time. The application shall, at a minimum, include the following information:
 - 1. The name and contact information for the applicant;
 - 2. A description of how the City insignia or logo will be used for non-commercial purposes; and
 - 3. If applicable, acknowledgement and proof of the organization's identification as a recognized 501(c)(3) tax-exempt organization or other nonprofit organization.
- C. Within thirty (30) calendar days of receiving a complete application pursuant to this section, the City Manager, or his/her designee, shall review the application and determine whether the application should be approved or denied. Any application that is incomplete will be denied without prejudice.
- D. In order to approve an application, the City Manager, or on appeal, the City Council shall find that the proposed use of the City insignia and/or logo serves a public or charitable purpose and promotes the City of Irwindale.
- E. Appeal.
 - 1. An appeal pursuant to this section shall be in writing and shall state the specific reasons for the appeal and the grounds asserted for relief. The appeal shall be filed with the City Clerk no later than 14 days after the date of service of the City Manager's decision. The failure to timely file an appeal in the manner prescribed in this section waives the right to appeal.

2. After a timely appeal has been filed with the City Clerk, a hearing date, time and place shall be set for City Council consideration. The hearing shall be set for a date within a reasonable time period after the date of receipt of the appeal.
 3. Notice of the date, time, and place of the hearing shall be provided to the appellant and/or applicant by first-class mail. Failure of the appellant to receive such notice shall not affect the validity of any proceedings taken.
 4. The City Council may affirm, modify, or reverse the City Manager's or designee's decision and direct the City Manager to prepare a written notification to the appellant and/or applicant of the City Council's decision within ten (10) business days. The City Clerk shall send the written decision by first-class mail to the appellant and/or applicant.
- F. An approved use pursuant to this section shall be permitted only if the City insignia or logo remains in its entirety with no alterations. Elements of the insignia or logo may not be isolated or used alone or in combination with any other art, symbols, or words. The resolution of the insignia or logo must be clear when it is enlarged or reduced for reproduction. The City's prior approval of a use shall not constitute approval for any future or recurring use.

2.53.060 Prohibitions on the Use of City Seal, Insignia, or Logo.

- A. Any use of the City seal, insignia, or logo not expressly provided for in sections 2.53.040 or 2.53.050 is prohibited.
- B. Any use of a design so closely resembling the City's seal, insignia, or logo as to be likely to deceive or be reasonably mistaken for the City's seal, insignia, or logo is prohibited.

2.53.070 Violations.

Any violation of this chapter shall be subject to the penalties and enforcement remedies set forth in Chapters 1.12 and 1.16 of this code. In addition, the City may pursue any other civil, administrative, or criminal remedy available under this code or applicable law, including injunctive relief. All remedies provided by this section are cumulative and the election of one remedy shall not preclude the use of any other remedy.

SECTION 3. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional

without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 4. The Mayor shall sign this Ordinance and the City Clerk shall certify to the passage and adoption of this Ordinance, and shall cause the same to be published and posted pursuant to the provisions of law in this regard, and this Ordinance shall take effect 30 days after its final passage.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Irwindale 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 M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Ordinance No. 823 was introduced for first reading at a regular meeting of the City Council of the City of Irwindale held on _____, and adopted on second reading at a regular meeting of the City Council of the City of Irwindale held on _____, and was carried by the following roll call vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

AFFIDAVIT OF POSTING

I, Laura M. Nieto, MMC, Chief Deputy City Clerk, certify that I caused a copy of Ordinance No. 823 adopted by the City Council of the City of Irwindale at its regular meeting held _____, to be posted at the City Hall, Library, and Post Office on _____.

Laura M. Nieto, MMC
Chief Deputy City Clerk

Dated: _____

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

AUGUST 26, 2026
WEDNESDAY
8:05 P.M.

The Irwindale **SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY** met in regular session at the above time and place.

ROLL CALL:

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

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

AB 2449 DISCLOSURES

None.

CONSENT CALENDAR

A motion was made by Councilmember Breceda, seconded by Mayor Ortiz, to approve the Consent Calendar. The motion was unanimously approved.

ITEM NO. 26A

MINUTES OF THE MEETINGS HELD JUNE 10, JUNE 24, AND JULY 22, 2026

The minutes of the meetings held June 10, June 24, and July 22, 2026, were approved as presented.

ITEM NO. 26B

WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

END OF CONSENT CALENDAR

SPONTANEOUS COMMUNICATIONS

There were no speakers.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 8:06 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

**AUGUST 26, 2026
WEDNESDAY
8:06 P.M.**

The Irwindale **HOUSING AUTHORITY** met in special 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 Board Member Burrola, to approve the Consent Calendar. The motion was unanimously approved.

ITEM NO. 30A

MINUTES OF THE MEETINGS HELD JUNE 10, JUNE 24, JULY 8, AND JULY 22, 2026

The minutes of the meetings held June 10, June 24, July 8, and July 22, 2026, were approved as presented.

END OF CONSENT CALENDAR

SPONTANEOUS COMMUNICATIONS

There were no speakers.

NEW BUSINESS

ITEM NO. 32A

RFP – RESIDENTIAL DEVELOPMENT – ALLEN DRIVE & 16154-16518 ARROW HIGHWAY

Board Member Breceda and Executive Director Miranda declared potential conflicts of interest with this item and exited the Council Chambers at 8:07 p.m.

Housing Coordinator Lopez presented the report and introduced Darin Smith of Economic and Planning Systems, who presented additional information.

Board Member Garcia stressed his desire that the project only include one unit per 6k square foot lot, to which Coordinator Lopez stated that the Allen Drive site is zoned R2, which allows for two units per lot. Board Member Garcia reiterated his desire that each lot only include one unit.

Board Member Burrola asked why a property on Irwindale Avenue was not mentioned as part of the RFP, to which Coordinator Lopez stated that staff has been tasked with moving forward with the properties on Allen Drive and Arrow Highway. He added that staff would still meet to discuss options relating to the site on Irwindale Avenue.

Board Member Burrola asked how many rental units should be developed, to which Coordinator Lopez indicated that staff's goal was to meet the Regional Housing Needs Assessment ("RHNA") goal for non-senior rentals, and that the Arrow Highway site presents an opportunity to meet that goal since mixed generational units could be developed there; however, staff will await to see the types of responses received from developers.

Board Member Burrola expressed his desire that the Irwindale Avenue site be included in the RFP, to which General Counsel Guerra indicated that this site is not specified in the agenda, and as such, expressed reluctance to adding it to the RFP at this time, though the Board could direct staff to look into the request and bring back further information at the next meeting for further direction.

Board Member Burrola stated that residents are in need of new homes and questioned why the Irwindale Avenue site could not be added to the RFP at this time, to which Coordinator Lopez indicated that funding could be an issue, though staff would seek the assistance of developers so that they could use their resources and seek out grants and other financial mechanisms. Board Member Burrola also stated that he liked the timeline presented, though Coordinator Lopez indicated that the timeline may change depending on the direction the Board provides.

Vice Chair Ambriz stated that, while he understood Board Member Burrola's preference, he is concerned that adding the property on Irwindale Avenue to the RFP could delay the project development. He recommended approving the RFP as presented in tonight's staff report.

Board Member Garcia recommended that the draft RFP be revised to remove verbiage indicating the potential development of two units per lot, since having two units on one lot would mean that the units would be very small.

Responding to a question from Board Member Burrola, Coordinator Lopez stated that details such as the square footage of the lots, the number of bedrooms, and whether they would have attached or detached garages, would be determined once proposals are received and reviewed. Additionally, staff are trying to use a density bonus tool to allow additional homes on the 6-acre site.

Darin Smith confirmed that the Allen Drive site is zoned R2 and discussed the potential number of units that could be developed at the site per the zoning designation.

Board Member Burrola requested Board consideration of adding the Irwindale Avenue site to the RFP, to which Coordinator Lopez stated that, if the property is to be added, it would be good for staff to look into the feasibility and productivity of including it.

In response to a comment by Coordinator Lopez, Board Member Garcia stated his opposition for the developer to build a second unit on any parcel.

Vice Chair Ambriz acknowledged the R2 zoning designation for the Allen Drive site, though he advised that the Board did not intend for the entire six-acres to have R2-type housing. And regarding the lot size, he noted that the Board had also discussed potentially developing on 5,000 square foot lot sizes.

Director Simpson advised that R2 zoning allows single family homes and has a higher density, which allows for single-family units, and units with ADU's. She also noted that some lot sizes could be larger than others, and that the Zoning Code allows for flexibility in planned developments.

Board Member Garcia expressed opposition to the selected developer creating two homes on one lot, to which Mr. Smith cautioned that developing single family homes on an R2 lot, with only one home per lot, would not be sufficient to develop the required 51 units as identified in the housing element. The HCD would require the city to make up the difference at another site in the City.

General Counsel Guerra agreed and stated that the housing element and the zoning code would have to align, and that the HCD would have to sign off on the project since it was already approved in the housing element. He added that removing housing would not look favorable.

Dena Zepeda concurred with Board Members Garcia and Burrola and suggested developing one single family unit per 6,000 square foot lot. She also suggested adding the Irwindale Avenue site to the RFP.

Chair Ortiz stated that, since the Board has not agreed on the terms of the proposal, the Board may require more time to decide the lot sizes. He also stated that additional time would be needed if it is decided to change the zoning code and agree that the Irwindale Avenue site should be included in the RFP.

Coordinator Lopez stated that staff would meet to discuss the inclusion of the Irwindale Avenue property and still ensure that the development complies with the housing element and zoning code as well as the HCD expectations.

General Counsel Guerra suggested that, when an update is ready to be presented to the Board, that it include the details of the housing element and zoning code so that the Council is aware of the limitations of the project. If anything needs to change, staff could go through the process of exploring how to make such changes and ensure that the RFP syncs up with the update.

Vice Chair Ambriz stated that creating such changes would cause significant delays in the project.

Chair Ortiz stated that the Board must make sure the RFP contains the requirements it desires before it is issued and spoke on the need to continue researching the matter, including the property on Irwindale Avenue.

This matter was tabled to a future meeting to await further information.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 9:13 p.m.

Laura M. Nieto, MMC
Chief Assistant Authority Secretary

The Irwindale **RECLAMATION 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, Chief Assistant Authority Secretary

AB 2449 DISCLOSURES

None.

CONSENT CALENDAR

A motion was made by Board Member Breceda, seconded by Board Member Burrola, to approve the Consent Calendar. The motion was unanimously approved.

ITEM NO. 36A

MINUTES OF THE MEETING HELD MARCH 11, 2026

The minutes of the meeting held March 11, 2026, were approved.

ITEM NO. 36B

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.

ITEM NO. 36C

2026 2ND QUARTER MINING REPORT OF NINE (9) SMARA PITS

The 2026 2nd Quarter Mining Report of nine (9) SMARA pits was received and filed.

ITEM NO. 36D

INVESTMENT POLICY REVIEW AND DELEGATION OF THE INVESTMENT AUTHORITY (Joint Item with Successor Agency, Housing Authority, and Reclamation Authority)

Resolution No. RA 2026-02-047, entitled: "A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY BOARD, HOUSING AUTHORITY BOARD, AND RECLAMATION AUTHORITY BOARD REPEALING AND REPLACING RESOLUTION NOS. 2025-43-3631, SA 2025-44-3632, HA 2025-03-147, AND RA 2025-05-044 IN THEIR ENTIRETY, AND ADOPTING A CITY OF IRWINDALE INVESTMENT POLICY, AND DELEGATING AUTHORITY TO THE CITY TREASURER TO INVEST THE SURPLUS FUNDS OF THE CITY OF IRWINDALE, IRWINDALE SUCCESSOR AGENCY, IRWINDALE HOUSING AUTHORITY, AND IRWINDALE RECLAMATION AUTHORITY," was adopted.

END OF CONSENT CALENDAR

SPONTANEOUS COMMUNICATIONS

There were no speakers.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 9:50 p.m.

Laura M. Nieto, MMC
Chief Assistant Authority Secretary

Item #34.B.

City of
IRWINDALE
AGENDA REPORT

Date: September 9, 2026
To: Honorable Chair and Members of the Reclamation Authority Board
From: Julian A. Miranda, Executive Director
Issue: 2026 3rd Quarter Mining Report of Nine (9) SMARA Pits

City Manager's Recommendation:

Receive and file this report.

Administrative Action:

Submitted by:

Eddie Chan, Director of Engineering/Building
Official



Prepared by:

Francisco Carrillo, Construction Compliance
Manager



Reviewed by:

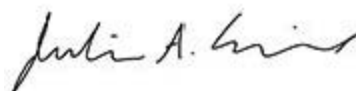
Adrian R. Guerra, City Attorney



Kambiz Borhani, Finance Director / City Treasurer



Approved by:



Background and Analysis:

The table below summarizes the 2026 third quarter estimated mining production of five (5) pits governed by the Surface Mining and Reclamation Act of 1975 (SMARA Pits) currently conducting mining activity in the City.

Mine Site	Estimated Production June through August 2026 (Tons)	Estimated Remaining Reserve (Tons)
Lehigh Hanson Pit	357,923	46,517,157
Peck Road Gravel Pit	No Production*	93,000
Vulcan Reliance I	No Production**	21,111,988
Vulcan Durbin	600,000	22,933,328
Olive Pit	402,929	22,634,132

A total of approximately 1,360,852 tons of material were produced during the reporting period, June through August 2026, from the five (5) SMARA Pits listed above. This is approximately 38,948 tons more than reported in the previous quarter.

* Peck Road Gravel Pit is in the process of extending its mining permit since it has reached the expiration date.

** Vulcan Reliance I had no production since it reached its max mining depth for Phase I and is currently backfilling Phase I. Phase II of excavation will initiate as soon as Phase I is filled (the fill is from waste of mining production from Vulcan's Fish Canyon Mine) per approved Reclamation Plan.

Below is a summary of the third quarter and current activity of the remaining four (4) SMARA Pits in the City.

Mine Site	Status	Activity
United Pit No. 2	Under Reclamation	Fill Operations for Mine Reclamation
United Pit No. 3	Under Reclamation	Fill Operations for Northerly and Westerly Slope Remediation
United Pit No. 4	Active	Processing Plant
Azusa Western Pit	Inactive ‡	Inactive

‡ Azusa Western Pit is in the process of starting reclamation.

During the 2026 third quarter reporting period, reclamation activity was reported from four (4) SMARA Pits. Following is a summary of the reclamation activity at these four SMARA Pits:

Mine Site	Estimated Fill Placed June through August 2026 (Tons) (C.Y.)
Lehigh Hanson Pit	No fill placed this quarter ^{**}
United Pit No. 2	352,630
United Pit No. 3	101,490
Vulcan Durbin Pit	100,000

^{**} Lehigh Hanson Pit did not place fill material during this quarter due to possible changes to their Reclamation Plan.

As to the status of the city-owned Olive Pit, CA Mine ID # 91-19-0052:

The design of the traffic signal at the intersection of Los Angeles Street and Azusa Canyon Road continues its course. United and City continue to work in finalizing the final design including improvements for the railroad tracks.

Fiscal Impact:

None

Attachments:

None

City of
IRWINDALE
AGENDA REPORT

Date: September 9, 2026
To: Honorable Chair and Members of the Reclamation Authority Board
From: Julian A. Miranda, Executive Director
Issue: Investment Quarterly Report for Fiscal Quarter Ending June 30, 2026

City Manager's Recommendation:

That the City Council, Successor Agency Board, and Housing Authority Board receive and file the Investment Quarterly Report for the fiscal quarter ending June 30, 2026.

Administrative Action:

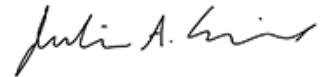
Submitted / Prepared by:

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager/Executive Director



Background and Analysis:

California Government Code Section 53646 requires that the City Treasurer submit a quarterly report of investments (Investment Report) to the City Council/Board Members for review and compliance with the City's adopted investment policy (the City's Investment Policy).

The attached Investment Report summarizes the cash balances and investments as of June 30, 2026, for each agency. The City of Irwindale's balances include investments of all funds of the City and its agencies, which are pooled to maximize the interest yield. The cash balances in the general and money market accounts also include all funds of the City and its agencies, which also earn interest on the pooled cash balances. All investments comply with the City's Investment Policy.

As previously noted, all funds held by the City, Successor Agency, Housing Authority, and Reclamation Authority are pooled to maximize interest yields. The Reclamation Authority Board is not scheduled to meet again until September 9, 2026. Therefore, this same Investment Report will be included in the Reclamation Authority's Agenda for that meeting for review by the Reclamation Authority Board as well.

Fiscal Impact:

There is no fiscal impact of receiving and filing this report.

Attachments:

1.	City of Irwindale Investment Report – June 30, 2026
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**CITY OF IRVINDALE
INVESTMENT REPORT
June 30, 2026**

SECURITY DESCRIPTION	PAR VALUE / ORIGINAL COST	CURRENT YIELD TO MATURITY	PURCHASE DATE	MATURITY DATE	MKT VALUE / ENDING BALANCE	INVESTMENT RATINGS
CITY OF IRVINDALE (POOLED - ALL FUNDS, INCLUDING RECLAMATION AUTHORITY)						
WELLS FARGO BANK GENERAL ACCOUNTS	\$ 4,653,147	1.65%			\$ 4,653,147	
WELLS FARGO BANK MONEY MARKET ACCOUNT	\$ 5,080,009	3.53%			\$ 5,080,009	
LOCAL AGENCY INVESTMENT FUND (LAIF)	\$ 35,993,652	3.83%			\$ 35,993,065	
US GOVERNMENT AGENCIES						
FEDERAL FARM CR BKS CONS SYSTEMWIDE (FFCB)	\$ 5,000,000	0.87%	07/28/21	07/28/26	\$ 4,988,910	Aaa / AA+
FEDERAL HOME LOAN BANK (FHLB)	5,000,000	1.13%	07/29/21	07/29/26	4,989,474	Aaa / AA+
FEDERAL HOME LOAN BANK (FHLB)	1,000,000	1.87%	08/29/22	02/22/27	986,386	Aaa / AA+
FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA)	2,000,000	4.25%	10/24/24	10/22/29	1,989,809	Aaa / AA+
FEDERAL HOME LOAN MORTGAGE CORPORATION (FHLMC)	1,000,000	4.60%	01/09/26	12/18/29	998,297	Aaa / AA+
FEDERAL HOME LOAN BANK (FHLB)	4,000,000	4.60%	01/29/25	01/24/30	3,985,224	Aaa / AA+
FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA)	2,000,000	4.65%	01/29/25	01/28/30	1,997,147	Aaa / AA+
FEDERAL HOME LOAN MORTGAGE CORPORATION (FHLMC)	1,700,000	4.31%	01/09/26	05/23/30	1,693,824	Aaa / AA+
FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA)	2,400,000	4.02%	02/09/26	02/06/31	2,363,247	Aaa / AA+
FEDERAL HOME LOAN BANK (FHLB)	2,000,000	4.03%	05/05/26	05/05/31	1,980,450	Aaa / AA+
Sub-Total US Government Agencies	\$ 26,100,000				\$ 25,972,779	
MUNICIPAL BONDS						
SAN DIEGO CALIFORNIA TAXABLE BONDS	\$ 2,000,000	4.08%	07/10/25	07/01/26	\$ 2,000,000	Aa2 / AAA
COAST COMMUNITY COLLEGE DISTRICT CALIFORNIA/	1,000,000	4.22%	02/09/23	08/01/26	998,447	Aa1 / AA+
CALIFORNIA STATE TAXABLE	1,000,000	4.30%	01/09/23	10/01/26	1,003,692	Aa2 / AA-
UNIVERSITY OF CALIFORNIA/	1,000,000	3.90%	05/17/23	05/15/27	976,471	Aa2 / AA
SAN DIEGO CALIFORNIA TAXABLE BONDS	1,320,000	4.79%	01/11/24	06/01/27	1,313,477	A / A2
SAN DIEGO CALIFORNIA TAXABLE BONDS	2,000,000	3.94%	07/10/25	07/01/27	1,997,452	Aa2 / AAA
SANTA MONICA-MALIBU, CA UNIFIED SCHOOL DISTRICT	1,000,000	3.94%	10/10/24	08/01/27	967,719	Aa1 / AA+
WEST CONTRA COSTA CALIFORNIA SCHOOL DISTRICT	1,000,000	4.10%	01/18/24	08/01/27	971,097	Aa2 / AA
CITY OF LOS ANGELES	2,000,000	4.50%	07/09/24	09/01/27	2,042,769	Aa2 / AA
CALIFORNIA STATE TAXABLE	1,000,000	4.74%	04/19/24	02/01/28	960,890	Aa2 / AA-
CALIFORNIA STATE TAXABLE	1,000,000	4.00%	04/26/23	04/01/28	987,449	Aa2 / AA-
CALIFORNIA STATE TAXABLE	1,000,000	4.48%	07/13/23	04/01/28	987,449	Aa2 / AA-
CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY	1,600,000	4.69%	12/01/23	06/01/28	1,544,300	Aa3 / AA-
SAN DIEGO CALIFORNIA TAXABLE BONDS	1,000,000	4.78%	01/11/24	06/01/28	988,868	A / A2
LOS ANGELES UNIFIED SCHOOL DISTRICT	1,000,000	4.42%	07/10/25	07/01/28	1,000,399	Aa2 / AAA
ALAMEDA COUNTY CALIFORNIA TAXABLE BONDS	1,000,000	4.05%	01/18/24	08/01/28	986,642	Aaa / AAA
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT	1,000,000	3.93%	10/10/24	08/01/28	950,909	Aa1 / AA
SAN JOSE REDEVELOPMENT AGENCY TAXABLE	1,390,000	4.38%	02/12/24	08/01/28	1,356,520	AA/AA+
SANTA CLARA COUNTY TAXABLE	1,000,000	3.62%	11/05/24	08/01/28	1,001,240	Aaa / AAA
CITY OF LOS ANGELES	2,190,000	4.85%	09/28/23	09/01/28	2,075,552	Aa2 / AA
CALIFORNIA STATE UNIVERSITY	2,000,000	4.45%	12/08/23	11/01/28	1,879,654	Aa2 / AA
CALIFORNIA STATE TAXABLE	1,000,000	4.73%	04/19/24	04/01/29	967,238	Aa2 / AA-
UNIVERSITY OF CALIFORNIA/	1,000,000	4.40%	07/01/24	07/01/29	973,891	Aa2 / AA
HEMET CALIFORNIA UNIFIED SCHOOL DISTRICT	1,000,000	4.00%	05/05/25	09/01/29	922,161	AA
REDONDO BEACH UNIFIED SCHOOL DISTRICT	1,000,000	3.94%	10/10/24	08/01/29	916,543	Aa2
SAN RAMON UNIFIED SCHOOL DISTRICT	2,000,000	4.43%	01/07/25	08/01/29	1,857,876	Aa1 / AA+
VACAVILLE UNIFIED SCHOOL DISTRICT	1,000,000	4.20%	03/12/25	08/01/29	922,870	Aa2
CALIFORNIA STATE TAXABLE	1,000,000	3.75%	09/03/24	09/01/29	1,022,917	Aa2 / AA-
CITY OF LOS ANGELES	1,000,000	3.70%	09/03/24	09/01/29	1,050,046	Aa2 / AAA
PORT OF OAKLAND	1,454,460	4.00%	01/09/26	05/01/30	1,333,695	A1 / A+ / A+
Sub-Total Municipal Bonds:	\$ 37,954,460				\$ 36,958,230	
CORPORATE BONDS						
MICROSOFT CORPORATION	\$ 1,000,000	4.30%	02/06/24	09/15/26	\$ 998,926	Aaa / AAA
AMERICAN HONDA FINANCE	1,000,000	4.29%	10/24/24	10/05/26	1,000,764	Aa2 / AA
APPLE, INC.	1,500,000	4.10%	02/02/24	02/09/27	1,491,957	Aaa / AA+
INTEL CORPORATION	1,000,000	4.40%	02/06/24	05/11/27	989,587	A2 / A
WELLS FARGO & COMPANY	2,000,000	6.25%	10/21/22	10/21/27	2,006,874	A1 / BBB+
WALMART, INC.	1,000,000	4.25%	02/12/24	04/15/28	995,397	Aa2 / AA
3M COMPANY	1,000,000	4.80%	02/12/24	09/14/28	984,715	A1 / BBB+
WELLS FARGO & COMPANY	2,000,000	5.00%	12/02/24	12/02/29	1,984,859	A1 / BBB+
WELLS FARGO & COMPANY	1,500,000	4.45%	07/31/25	07/31/30	1,486,593	Aa2/A+/AA-
MUTUAL OF OMAHA GLOBAL	1,000,000	4.37%	02/13/26	01/13/31	987,426	A1 / A+
Sub-Total Corporate Bonds	\$ 13,000,000				\$ 12,927,101	
CERTIFICATES OF DEPOSIT						
ALLY BANK	\$ 245,000	3.35 %	09/01/22	09/01/26	\$ 244,625	FDIC Insured
DR BANK	245,000	3.60 %	09/09/22	09/09/26	244,813	FDIC Insured
CAPITAL ONE NA	245,000	3.45 %	08/31/22	08/31/27	242,962	FDIC Insured
CAPITAL ONE NA	245,000	3.45 %	08/31/22	08/31/27	242,962	FDIC Insured
COMMUNITY BANK OF THE BAY	245,000	3.50 %	08/31/22	08/31/27	243,198	FDIC Insured
SYNCHRONY BANK	245,000	3.45 %	09/02/22	09/02/27	242,951	FDIC Insured
MORGAN STANLEY BANK	245,000	3.45 %	09/09/22	09/09/27	242,914	FDIC Insured
MORGAN STANLEY BANK	245,000	3.45 %	09/09/22	09/09/27	242,914	FDIC Insured
POINCE BANK	245,000	3.35 %	09/14/22	09/14/27	242,696	FDIC Insured
FIRST NATIONAL BANK	245,000	3.45 %	09/19/22	09/20/27	242,974	FDIC Insured
CAPITAL ONE NA	245,000	4.55 %	07/19/23	07/17/28	249,649	FDIC Insured
PARK STATE BANK	245,000	4.45 %	07/19/23	07/19/28	249,084	FDIC Insured
COMENITY CAPITAL BANK	245,000	4.45 %	07/26/23	07/26/28	246,049	FDIC Insured
BMW BANK NORTH AMERICA	245,000	4.90 %	11/17/23	11/17/28	248,441	FDIC Insured
TRUSTAR BANK	245,000	4.75 %	11/22/23	11/22/28	247,784	FDIC Insured
STATE BANK INDIA	245,000	5.00 %	11/24/23	11/24/28	249,017	FDIC Insured
UBS BANK USA	245,000	3.95 %	02/18/26	02/18/31	240,894	FDIC Insured
JP MORGAN CHASE BANK NA	245,000	4.00 %	02/27/26	02/27/31	239,557	FDIC Insured
Sub-Total Certificates of Deposit:	\$ 4,410,000				\$ 4,403,485	
SUPRANATIONALS						
INTERNATIONAL FINANCE CORPORATION	\$ 1,000,000	4.36%	04/05/24	03/27/29	\$ 994,237	Aaa / AAA
Sub-Total Supranationals:	\$ 1,000,000				\$ 994,237	
Total City of Irwindale Investments (Pooled Funds):	\$128,191,269				\$ 126,942,053	
HOUSING AUTHORITY (Funds 11 & 12)						
WELLS FARGO BANK GENERAL ACCOUNTS	\$ 430,445	1.65%			\$ 430,445	
LOCAL AGENCY INVESTMENT FUND (LAIF)	4,140,991	3.83%			4,136,321	
	\$ 4,571,436				\$ 4,566,767	
SUCCESSOR AGENCY (Funds 50-66)						
WELLS FARGO BANK GENERAL ACCOUNTS	\$ 1,038,384	1.65%			\$ 1,038,384	
LOCAL AGENCY INVESTMENT FUND (LAIF)	4,120,344	3.83%			4,115,697	
	\$ 5,158,727				\$ 5,154,081	
GRAND TOTAL OF INVESTMENTS	\$137,921,432				\$ 136,662,901	

This investment portfolio is in conformity with the City of Irwindale's Investment Policy which was approved by City Council on June 11, 2025.

The City Treasurer's cash management program and cash flow analysis indicates that sufficient liquidity is on hand to meet estimated future expenditures for a period of six months. The weighted average of maturity of the City's pooled investment portfolio is 1.23 years, and the weighted average yield of the City's pooled investments at cost is 3.78%. Market prices of securities are obtained directly through Bank Statements. Due to timing, Wells Fargo Bank General Account balances are combined and pre-reconciled and its yield rate is based on a negotiated earnings credit.

Approved by K. Borhani

Kambiz Borhani, Finance Director / City Treasurer