CITY OF IRWINDALE

AGENDA FOR THE
REGULAR MEETING
OF THE
CITY COUNCIL

SUCCESSOR AGENCY TO THE
IRWINDALE REDEVELOPMENT AGENCY

HOUSING AUTHORITY

April 24, 2013

6:00 P.M. - CLOSED SESSION
6:30 P.M. - OPEN SESSION

IRWINDALE CITY HALL / COUNCIL CHAMBER
5050 N. IRWINDALE AVENUE
IRWINDALE, CA 91706
626-430-2200

CLOSED SESSION – CITY HALL CONFERENCE ROOM
REGULAR MEETING – CITY HALL COUNCIL CHAMBER

Julian A. Miranda - Mayor
H. Manuel Ortiz - Mayor Pro Tem
Mark A. Breceda - Councilmember
David “Chico” Fuentes - Councilmember
Manuel R. Garcia - Councilmember

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 comment on items listed on the agenda during discussion of the matter and prior to a vote. The City Council will hear public comment 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, if you need special assistance to participate in a City Council meeting or other services offered by this City, please contact City Hall at (626) 430-2200. Assisted listening devices are available at this meeting. Ask the Deputy City Clerk if you desire to use this device. Upon request, the agenda and documents in the agenda packet can be made available in appropriate alternative formats to persons with disabilities. 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 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).
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
CLOSED SESSION – 6:00 P.M.

1. Conference with Labor Negotiator  
Pursuant to California Government Code Section 54957.6  
Negotiators: John Davidson, City Manager  
Richard Kreisler, Labor Attorney  
Employee Organization: Irwindale City Employees’ Assn  
Irwindale Management Employees’ Assn  
Irwindale Police Officers’ Assn

2. Conference With Legal Counsel – Existing Litigation  
Pursuant to California Government Code Section 54956.9  
Name of Case: Alhambra v. County of Los Angeles  
Case No.: Los Angeles County Super. Ct. No. BS116375

ADJOURN
OPEN SESSION – 6:30 P.M.

A. CALL TO ORDER
B. PLEDGE OF ALLEGIANCE
C. INVOCATION
D. ROLL CALL: Councilmembers: Mark A. Breceda, David “Chico” Fuentes, Manuel R. Garcia; Mayor Pro Tem H. Manuel Ortiz; Mayor Julian A. Miranda
E. REPORT FROM CLOSED SESSION
F. CHANGES TO THE AGENDA
G. COUNCIL MEMBER TRAVEL REPORTS
H. ANNOUNCEMENTS
I. INTRODUCTION OF NEW EMPLOYEES
J. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

1. Presentation to Chamber of Commerce Business of the Month – Shoes that Fit

SPONTANEOUS COMMUNICATIONS

This is the time set aside for members of the audience to speak on items not on this agenda. 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 (except as stated) participate it is requested that all such communications be made in writing so as to be included on the next agenda for full discussion and action. If a member of the audience feels he or she must proceed tonight, then each speaker will be limited to 2 minutes and each subject limited to 6 minutes, unless such time limits are extended.
I. CONSENT CALENDAR

The Consent Calendar contains matters of routine business and is to be approved with one motion unless a member of the City Council requests separate action on a specific item. At this time, members of the audience may ask to be heard regarding an item on the Consent Calendar.

A. Minutes

Recommendation: Approve the following minutes:

1. Regular meeting held April 10, 2013

B. Warrants/Demands/Payroll

Recommendation: Approve

C. Investment Quarterly Report - March 31, 2013


D. Approve Extension of Contract for Annual Audit Services (See related Successor Agency Agenda Item 1C)

Recommendation: Approve the extension of the existing contract with Lance, Soll & Lunghard, LLP to provide annual audit services for two additional years.

E. Metro Gold Line Foothill Extension Construction Project - Request to Expedite Design Submittal Review

Recommendation: (1) approve the request from the Metro Gold Line Foothill Extension Construction Authority to expedite the design submittal review for the project, (2) authorize the City Manager to execute the Work Authorization Agreement on behalf of the City, and (3) authorize the Finance Department to submit invoices to the Metro Gold Line Foothill Extension Construction Authority as outlined in the Work Authorization Agreement.

F. Award to Provide Professional Design Services for the Irwindale Library Improvement Project

Recommendation: Authorize the City Manager to enter into an agreement with CWA AIA, Inc., in the amount of $30,600.00 for professional design
services for the preparation of the Plans, Specifications and Estimate (PS&E) for the Irwindale Library Improvement Project.

2. NEW BUSINESS

A. Joint Exercise of Powers Agreement between the City of Irwindale and the Irwindale Housing Authority, forming the Irwindale Joint Powers Authority to assist in financing public capital improvements and projects. (Related Housing Authority Item 2A)


B. Economic Impact Review of City’s Existing Business License Tax

Recommendation: Direct staff and the City Attorney to 1) evaluate, with support of an economic study, if time permits, the structure and relevance of the City’s existing business license tax ordinance in the current economic marketplace, including any proposed amendment involving the relationship between license tax levies and sales tax generation; and 2) if appropriate, return at a future City Council meeting to present a proposal for Council review and consideration a proposed amendment on the ballot at the next municipal election that comprehensively updates the business license tax ordinance, currently codified in Chapter 5.08 – License Fees and Taxes of Title 5 – Business Taxes, Licenses, and Regulations of the Irwindale Municipal Code.
SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

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

1. CONSENT CALENDAR

The Consent Calendar contains matters of routine business and is to be approved with one motion unless a member of the Agency requests separate action on a specific item. At this time, members of the audience may ask to be heard regarding an item on the Consent Calendar.

A. Minutes

Recommendation: Approve the following minutes:

1. Regular meeting held April 10, 2013

B. Warrants

Recommendation: Approve

C. Approve Extension of Contract for Annual Audit Services (See related City Council Agenda Item 1D)

Recommendation: Approve the extension of the existing contract with Lance, Soll & Lunghard, LLP to provide annual audit services for two addition years.

2. NEW BUSINESS
3. OLD BUSINESS
4. PUBLIC HEARINGS
5. ADJOURN
HOUSING AUTHORITY

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.

1. CONSENT CALENDAR

A. Minutes

Recommendation: Approve the following minutes:

1. Regular meeting held April 10, 2013

2. NEW BUSINESS

A. Joint Exercise of Powers Agreement between the City of Irwindale and the Irwindale Housing Authority, forming the Irwindale Joint Powers Authority to assist in financing public capital improvements and projects (Related City Council Item 2A)


3. OLD BUSINESS
4. PUBLIC HEARINGS
5. ADJOURN

AFFIDAVIT OF POSTING

Laura M. Nieto, Deputy City Clerk, certify that I caused the agenda for the regular meeting of the City Council, Successor Agency and Housing Authority to be held on April 24, 2013, to be posted at the City Hall, Library, and Post Office on April 18, 2013.
The Irwindale CITY COUNCIL met in regular session at the above time and place.

ROLL CALL: Present: Councilmembers Mark A. Breceda, David "Chico" Fuentes, Manuel R. Garcia, Mayor Pro Tem H. Manuel Ortiz; Mayor Julian A. Miranda

Also present: John Davidson, City Manager; Camille Diaz, Assistant City Manager; Fred Galante, City Attorney; Dennis Smith, Chief of Police; Eva Carreon, Director of Finance; William Tam, Director of Public Works/City Engineer; and Laura Nieto, Deputy City Clerk

CHANGES TO THE AGENDA None.

COUNCILMEMBER TRAVEL REPORTS None.

ANNOUNCEMENTS None.

INTRODUCTION OF NEW EMPLOYEES None.

PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

PROCLAMATION PROCLAMATION PRESENTATION – APRIL AS AUTISM AWARENESS MONTH IN THE CITY OF IRWINDALE

The presentation was made.

RECOGNITION OF PARTICIPANTS OF RESIDENTIAL BURGLARY ARREST

The presentation was made to Sergeant George Zenedjas, Officer Manny Campos, Detective Rene Sapien, Detective Jose Vargas, Administrative Secretary Yvonne Benner, Records Clerk/Dispatch Supervisor Grace Cox, Dispatcher Mariela Villa, Officer Jesus Bravo, Lieutenant Mario Camacho, Officer Ray Gonzales, Records Clerk Norma Ortiz, Officer Luther Ritter, Carmen Roman, Lydia Padilla, and Destiny Wiley.
SPONTANEOUS
COMMUNICATIONS

TERRY CHICO
Terry Chico thanked City Manager Davidson and all involved for addressing the coyote problem within the city.

CITY MANAGER
DAVIDSON
City Manager Davidson said that it was his pleasure to work with community members. He noted that he has received calls from the Councilmembers expressing concerns over the situation and that it was the Council’s decision to work on solving the problem.

VERONICA SILVA
BARBOSA LARA
Veronica Silca Barbosa Lara noted all the hard work of past and present police officers and thanked them all.

CONSENT CALENDAR

MOTION
A motion was made by Mayor Pro Tem Ortiz, seconded by Councilmember Brecea, to approve the Consent Calendar; reading resolutions and ordinances by title only and waiving further reading thereof. The motion was unanimously approved; Councilmembers Breceda and Garcia abstaining on Item No. 1A1; Councilmember Garcia abstaining on Item No. 1C.

ITEM NO. 1A
MINUTES
The following minutes were approved:

1) Regular meeting held March 27, 2013

ITEM NO. 1B
WARRANTS / DEMANDS / PAYROLL
The warrants / demands / payroll were approved.

ITEM NO. 1C
RESOLUTION - REFINANCING OF CERTIFICATES OF PARTICIPATION
Resolution No. 2013-13-2607, entitled:

Resolution No. 2013-13-2607, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDEAL ENGAGING CONSULTANTS AND AN UNDERWRITER AND AUTHORIZING THE PREPARATION OF DOCUMENTS FOR REFINANCING THE OUTSTANDING 2001 CERTIFICATES OF PARTICIPATION (PUBLIC FACILITIES PROJECT) TO BE CONSIDERED AT A FUTURE COUNCIL MEETING,” was adopted.
END OF CONSENT CALENDAR

NEW BUSINESS  None.

OLD BUSINESS  None.

PUBLIC HEARINGS  None.

CITY MANAGER'S REPORT

CITY MANAGER DAVIDSON  City Manager Davidson reminded all of the State of the City address to be held tomorrow at the SCE facility at 11:30.

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

Laura M. Nieto, CMC
Deputy City Clerk
# Accounts Payable

## Checks by Date - Summary By Check Number

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**Checks by Date - Summary By Check Number**

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Report Total: 406,838.12
AGENDA REPORT

Date: April 24, 2013

To: Honorable Mayor and City Council

From: John Davidson, City Manager


City Manager's Recommendation:


Background:

California Government Code Section 53646 requires that the City Treasurer submit a quarterly report of investments to the City Council for review and compliance with the City's adopted investment policy. The attached investment report summarizes the City's investments as of March 31, 2013. The report shows that funds are invested in the Local Agency Investment Fund (LAIF), money market funds, certificates of deposits, and federal agency securities. All investments are in compliance with the City's adopted investment policy.

Fiscal Impact (Initial of CFO) None.

Legal Impact (Initial of Legal Counsel) None.

Contact Person

Eva Carreon, City Treasurer (626) 430-2221

[Signature]

John Davidson, City Manager
<table>
<thead>
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<th>CITY OF IRWINDALE</th>
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<td>SCHEDULE OF INVESTMENTS</td>
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### CITY OF IRWINDALE INVESTMENTS

#### MONEY MARKET FUNDS

**LOCAL AGENCY INVESTMENT FUND (LAIF):**

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<td>02/09/11</td>
<td>02/09/16</td>
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<td>THOMASVILLE NATIONAL BANK</td>
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<td>04/29/11</td>
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<td>CIT BANK SALT LAKE CITY UTAH</td>
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#### US GOVERNMENT AGENCIES

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<th>SECURITY</th>
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<th>CURRENT YIELD</th>
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### TOTAL CITY INVESTMENTS:

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<tr>
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<th>$56,843,404</th>
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<tr>
<td>MARKET VALUE</td>
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<td>$57,053,892</td>
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<tr>
<td>DESCRIPTION OF SECURITY</td>
<td>FACE VALUE OR ORIGINAL COST</td>
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<tr>
<td>SUCCESSOR AGENCY TO THE IRWINDALE CRA</td>
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<tr>
<td>MONEY MARKET FUNDS</td>
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<td>LOCAL AGENCY INVESTMENT FUND (LAF):</td>
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<tr>
<td>ACCOUNT # 66-19-050 - SUCCESSOR AGENCY</td>
<td>7,778,331</td>
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<td>BANK OF THE WEST:</td>
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<td>MONEY MARKET - S/A FOR ICRA</td>
<td>50,671</td>
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<td>CERTIFICATES OF DEPOSIT</td>
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<tr>
<td>BEALBK</td>
<td>225,000</td>
</tr>
<tr>
<td>BSVBK</td>
<td>225,000</td>
</tr>
<tr>
<td>AMERICA CALIF BANK - ACAL</td>
<td>200,000</td>
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<td>AMERICAN EXPRESS CENTURION BANK</td>
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<tr>
<td>ALLY BANK</td>
<td>240,000</td>
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<tr>
<td>BMW BANK NORTH AMERICA</td>
<td>240,000</td>
</tr>
<tr>
<td>GE MONEY BANK</td>
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</tr>
<tr>
<td>SALLIE MAE</td>
<td>240,000</td>
</tr>
<tr>
<td>BARCLAYS BANK DELAWARE</td>
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<tr>
<td>TOTAL SUCCESSOR AGENCY INVESTMENTS:</td>
<td>9,879,002</td>
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| TOTAL INVESTMENTS | 66,722,406 | | | | 66,947,171 | |

It has been verified that this investment portfolio is in conformity, exclusive of items identified, with the City of Irwindale’s investment policy which was approved by City Council on June 27, 2012. The 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 maturity of the pooled investment portfolio is 0.64 years. The weighted average yield of the pooled investments at cost is 0.646%. Market prices of securities are obtained directly through Bank of the West.

Approved by: Eva Carreon, Director of Finance/City Treasurer
AGENDA REPORT

Date: April 24, 2013

To: Honorable Mayor and Members of the City Council
    Honorable Chairman and Successor Agency Board Members

From: John Davidson, City Manager

Subject: Approve Extension of Contract for Annual Audit Services

Recommendation:

Approve the extension of the existing contract with Lance, Soll & Lunghard, LLP to provide annual audit services for two additional years.

Background:

The City has an existing contract with Lance Soll & Lunghard, LLP (LSL) to conduct an audit of the City's financial operations, and to assist in the preparation of the City's Comprehensive Annual Financial Report (CAFR) and other required reports. The existing contract included the term of three fiscal years ending June 30, 2010 through June 30, 2012, with an option for a two year extension.

Prior finance department management went through a formal RFP process to secure these audit services. At that time, the City selected LSL because of their responsiveness to the City, their experience with the City's software and their knowledge and experience to assist the City through implementation of all new GASB reporting requirements.

Staff is recommending the City approve the two one-year contract extensions with LSL. The current audit firm’s in-depth knowledge of the City’s financial processes and operations provides valuable continuity, particularly with respect to the recent significant and complex changes with the dissolution of the redevelopment agency.

The two additional years will provide for audit services for fiscal years ending June 30, 2013 and June 30, 2014. The services provided in the annual audit will remain essentially the same as in prior years. These services are listed in the Scope of Services, and include:

- Financial audits of the City’s and component unit financial statements;
- Preparation of the financial statements and notes to conform with generally accepted financial statements;
- Assistance in preparation of the City’s CAFR in order to obtain GFOA Award of Excellence;
• Perform a review of the City's Proposition 4 (Gann Limitation) as required by Proposition 111 and issue required report;
• Single audit procedures and report if necessary (required if the City receives Federal funding over $500,000);
• Perform a review and make recommendations on the internal control structure and prepare separate reports to the City Council reporting any findings.

For the first three years of this contract, LSL included a 10% reduction in fees to the City. The two one-year extensions have a "not to exceed three percent (3%) CPI" provision should the City elect to extend the contract. Audit services are budgeted each year during the budget cycle. If approved, the budget for these services would be included in next year's budget as part of the budget process. The cost of audit services is allocated to the General Fund (80%), Special Mining Fund (20%), and Successor Agency Fund as itemized on the attached Quote for Audit Services (Appendix A).

**Fiscal Impact:** [Initial of CFO]  

**Legal Impact:** [Initial of Legal Counsel]

**Prepared By/Contact Person:** Eva Carreon, Director of Finance (626) 430-2221

[Signature]
John Davidson, City Manager
AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT
FOR AUDITING SERVICES

This AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT FOR AUDIT SERVICES (“Amendment’) is made and entered into this 24th day of April, 2013, by and between the CITY OF IRWINDALE, a California municipal corporation (“City”) and LANCE, SOLL & LUNGHARD, LLP, CPAs (“Contractor”).

RECATALS

WHEAREAS, on February 10, 2010, City, the former Irwindale Community Development Agency (“Agency”) and Contractor entered into that certain Contract Services Agreement (“Agreement”) for Contractor to provide auditing services for the City and Agency;

WHEREAS, the City is desirous of extending the Agreement to provide auditing services for the accounts of the City and its related agencies, including the City as Successor to the Agency following the dissolution of redevelopment in California per ABX1 26 and AB 1484, Irwindale Housing Authority and Irwindale Reclamation Authority; and

WHEREAS, parties wish to amend the existing Agreement pursuant to the terms of this Amendment to extend the services to cover auditing for the 2013 and 2014 Fiscal Years of the City and the aforementioned related agencies and provide for the fees for such services.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Contractor agree as follows:

1. Contract Sum. The provisions of Section 2.1 of the Agreement shall be amended to supplement the total contract sum payable to Contractor by the amount of $38,193 for Fiscal Year 2013 and $39,339 for Fiscal Year 2014 so that the Contract Sum of “ONE HUNDRED TWENTY SEVEN THOUSAND FOUR HUNDRED AND FORTY Dollars ($127,440)” referenced in Section 2.1 shall be amended to read “TWO HUNDRED FOUR THOUSAND NINE HUNDRED SEVENTY-TWO Dollars ($204,972)”. Except as so modified, the remaining provisions of Section 2.1 shall remain unmodified and in full force and effect.
2. Exhibit “A”. All references in Exhibit “A” to the Irwindale Community Redevelopment Agency to the Agreement shall be modified to reflect the City, as Successor Agency. Except as so modified, the remaining provisions of Exhibit “A” to the Agreement shall remain unmodified and in full force and effect.

3. Exhibit “B”. Exhibit “B” in the Agreement shall be supplemented by “Appendix A” attached to this Amendment, representing the additional fees proposed by Contractor for auditing services for Fiscal Years 2013 and 2014. Except as so modified, the remaining provisions of Exhibit “B” shall remain unmodified and in full force and effect.

4. Due Execution. The person(s) executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) their entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

5. Full Force and Effect. The parties further agree that, except as specifically provided in this Amendment, the terms of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date set forth above.

“CITY”

CITY OF IRWINDALE, a California municipal corporation

______________________________
Julian A. Miranda, Mayor

ATTEST

______________________________
Laura M. Nieto, Deputy City Clerk
APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Fred Galante
City Attorney

“CONTRACTOR”
LANCE, SOLL & LUNGHARD, LLP, CPAs

By: ____________________________
   Name:
CITY OF IRWINDALE/IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

CONTRACT SERVICES AGREEMENT FOR

AUDITING SERVICES

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement") is made and entered into this 10th day of February 2010, by and between the CITY OF IRWINDALE, a public body corporate and politic, (herein "City") and LANCE, SOLL & LUNGHARD, LLP, CPAs (herein "Contractor").

NOW, THEREFORE, the parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Contractor shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Contractor warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

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

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

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "B" and incorporated herein by this reference, but not exceeding the maximum contract amount of ONE HUNDRED TWENTY SEVEN THOUSAND FOUR HUNDERED AND FORTY Dollars ($127,440) ("Contract Sum") for the audit services.

2.2 Method of Payment. Provided that Contractor is not in default under the terms of this Agreement, Contractor shall be paid within thirty (30) days after Contractor's delivery to the City of invoices specifically setting forth the tasks performed and as further set forth in the Schedule of Compensation.

CC: Finance 09.23.10
3.0 COORDINATION OF WORK

3.1 Representative of Contractor. Michael K. Chu is hereby designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith.

3.2 Contract Officer. Steve Blancarte, City Manager of the City of Irwindale, is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith ("Contract Officer"). The Executive Director of City shall have the right to designate another Contract Officer by providing written notice to Contractor.

3.3 Prohibition Against Subcontracting or Assignment. Contractor shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

3.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth. Contractor shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City.

4.0 INSURANCE AND INDEMNIFICATION

4.1 Insurance. The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Comprehensive General Liability Insurance. A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than either (i) a combined single limit of $500,000.00 or (ii) bodily injury limits of $250,000.00 per person, $500,000.00 per occurrence and $500,000.00 products and completed operations and property damage limits of $100,000.00 per occurrence and $100,000.00 in the aggregate.

(b) Worker’s Compensation Insurance. A policy of worker’s compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any
persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) **Automotive Insurance.** A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than either (i) bodily injury liability limits of $250,000.00 per person and $500,000.00 per occurrence and property damage liability limits of $100,000.00 per occurrence and $250,000.00 in the aggregate or (ii) combined single limit liability of $500,000.00. Said policy shall include coverage for owned, non-owned, leased and hired cars.

All of the above policies of insurance shall be primary insurance and shall name the City, the Agency, its officers, employees and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or canceled without providing thirty (30) days prior written notice by registered mail to the City. In the event any of said policies of insurance are canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City.

**CANCELLATION:**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.**

[to be initialed]  
Agent Initials

The Contractor agrees that the provisions of this Section 4.1 shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances.

**4.2 Indemnification.** Contractor agrees to indemnify the City, its officers,
agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, including paying any legal costs, attorneys fees, or paying any judgment (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 or services of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the negligent acts or omissions of Contractor hereunder, or arising from Contractor's negligent performance of or failure to perform any term, provision covenant or condition of this Agreement, but excluding such claims or liabilities to the extent caused by the negligence or willful misconduct of the City.

5.0 TERM

5.1 Term. Unless earlier terminated in accordance with Section 5.2 below, this Agreement shall continue in full force and effect until terminated but not to exceed three (3) years with the city's option to extend for two one-year periods.

5.2 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of the notice of termination, the Contractor shall immediately cease all work or services hereunder except as may be specifically approved by the Contract Officer. In the event of termination by the City, Contractor shall be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination and for such additional services specifically authorized by the Contract Officer and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

6.0 MISCELLANEOUS

6.1 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor 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, marital status, national origin or ancestry.

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

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

6.4 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 Executive Director and to the attention of the Contract Officer, CITY OF IRWINDALE, 5050 N. Irwindale Avenue, Irwindale, California 91706, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement.

6.5 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.

6.6 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.

6.7 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.

6.8 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting 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.

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

6.10 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.
IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CITY:

CITY OF IRWINDALE,

[Signature]
Sol Benudiz,
Interim City Manager/Interim Executive Director

ATTEST:

[Signature]
Linda J. Kimbro, Deputy City Clerk

APPROVED AS TO FORM:

Aleshire & Wynder, LLP

[Signature]
Fred Galante
City Attorney

CONTRACTOR:

LANCE, SOLL & LUNGHARD, LLP, CPAs

By: [Signature]
Name: Rich Kikuchi
Title: Partner
Address: 203 N. Brea Blvd., Suite 203
Brea, CA 92821-4056

[END OF SIGNATURES]
EXHIBIT "A"

SCOPE OF SERVICES

The annual services that would be provided for the City of Irwindale would be as follows:

1. Contractor will perform an audit of all funds of the City of Irwindale that shall include the following oversight and component units:
   
   City of Irwindale
   Irwindale Community Redevelopment Agency
   Irwindale Housing Authority
   Irwindale Reclamation Authority

The audit will be conducted in accordance with auditing standards generally accepted in the United States of America and Government Auditing Standards, issued by the Comptroller of the United States. The City's Comprehensive Annual Financial Report (CAFR) will be prepared and word processed by the Contractor. The CAFR will be in full compliance with GASB 34. The audit firm will render their auditors' report on the basic financial statements which will include both Government-Wide Financial Statements and Fund Financial Statements. The Contractor will also apply limited audit procedures to Management's Discussion and Analysis (MD&A) and required supplementary information.

2. Contractor shall conduct a financial and compliance audit of the Irwindale Community Redevelopment Agency. The compliance audit should include the provisions of laws and regulations identified in the Guidelines for Compliance Audits of California Redevelopment Agencies, issued by the State Controller. The Contractor shall prepare GASB 34 compliant component unit financial statements.

3. Contractor will perform a single audit on the expenditures of federal grants in accordance with OMB Circular A-133 and render the appropriate audit reports on Internal Control over Financial Reporting based upon the audit of the City's financial statements in accordance with Government Auditing Standards and the appropriate reports on compliance with Requirements Applicable to each Major Program, Internal Control over Compliance and on the Schedule of Expenditures of Federal Awards in Accordance with OMB Circular A-133. The single audit report will include appropriate schedule of expenditures of federal awards, footnotes, findings and questioned costs, including reportable conditions and material weaknesses and follow up on prior audit findings where required. Note: In recent years, the City has not had a Single Audit requirement due to funding being under required limits.

5. Contractor shall perform a review of the City's Proposition 4 (Gann Limitation) as required by Proposition 111. This review shall be conducted according to guidelines established by the League of California Cities. Contractor shall prepare and issue the Independent Accountant's Report of Agreed-Upon Procedures Applied to Appropriations Limit Worksheets.

5. Contractor shall prepare a management letter containing comments and recommendations for improving the accounting procedures and the systems for internal controls (control deficiencies not considered material weaknesses)

6. Contractor will prepare a letter to the City Council containing required communications about the audit process.

7. Delivery of the Redevelopment Agency – Component Unit Financial Statements and the Independent Auditors' Report is due by no later than November 30th of each fiscal year. This of course is assuming City has met all required deadlines as outlined in the Prepared by Client Listing and responded timely to all inquiries and requests.

8. Delivery of City CAFR and all other required reports in order to timely file for Government Finance Officers' Association Excellence in Financial Reporting Award each year.

9. Keep the City informed on state and national developments affecting accounting, audit and financial reporting issues.

10. On an as needed basis, provide basic advice and guidance on financial reporting.
EXHIBIT "B"

SCHEDULE OF COMPENSATION

All fees shall be based on an hourly rate specified below with a not-to-exceed maximum as indicated:

(a) The maximum fee for these services shall be as follows:

For the fiscal year 2009-10, 2010-11 and 2011-2012 (in accordance with Section 2.2, but no earlier than after Contractor’s presentation of interim and final reports and Contractor’s delivery of an invoice to City.):

<table>
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<th>Service Description</th>
<th>2009-10</th>
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<td>City of Irwindale Financial Audit</td>
<td>$25,560</td>
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<td>Redevelopment Agency Audit</td>
<td>9,720</td>
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<td>9,720</td>
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<tr>
<td>State Controller's Reports and</td>
<td></td>
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<tr>
<td>Statement of Indebtedness</td>
<td>5,400</td>
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<td>Single Audit *</td>
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<td><strong>Total</strong></td>
<td>$42,480</td>
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*As applicable

Hourly rates:

<table>
<thead>
<tr>
<th>Role</th>
<th>2009-10</th>
<th>2010-11</th>
<th>2011-12</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partner</td>
<td>$198</td>
<td>$198</td>
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<tr>
<td>Manager</td>
<td>$108</td>
<td>$108</td>
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<tr>
<td>Senior In-Charge</td>
<td>$90</td>
<td>$90</td>
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<tr>
<td>Staff</td>
<td>$81</td>
<td>$81</td>
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</tbody>
</table>

The City has the option to extend the contract for two one-year periods not to exceed a total of five audit years with the cost for each option year adjusted a cost of living adjustment factor not to exceed three (3%) percent of the previous year.

Should extra work be required, such as a special Single Audit of Sub-Grantee records, or should any unusual circumstances arise (such as abnormal errors, misappropriations, etc.) that would make desirable more extensive detailed checking than normal audit procedures would require, it is agreed that such extended service shall be billed at the above rates. Contractor will provide a written proposal for additional services. These services and fees would be agreed to in advance of such work by the City and the Contractor.
<table>
<thead>
<tr>
<th>Financial Audits</th>
<th>FY 2013</th>
<th>FY 2014</th>
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<tbody>
<tr>
<td>City Audit and CAFR Preparation</td>
<td>$26,327</td>
<td>$27,117</td>
</tr>
<tr>
<td>Successor Agency</td>
<td>10,012</td>
<td>10,312</td>
</tr>
<tr>
<td>Single Audit *</td>
<td>1,854</td>
<td>1,910</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$38,193</strong></td>
<td><strong>$39,339</strong></td>
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*Per major program*
AGENDA REPORT

Date: April 24, 2013
To: Mayor and Members of the City Council
From: John Davidson, City Manager
Issue: METRO GOLD LINE FOOTHILL EXTENSION CONSTRUCTION PROJECT – REQUEST TO EXPEDITE DESIGN SUBMITTAL REVIEW

City Manager’s Recommendation:

That the City Council (1) approve the request from the Metro Gold Line Foothill Extension Construction Authority to expedite the design submittal review for the project, (2) authorize the City Manager to execute the Work Authorization Agreement on behalf of the City, and (3) authorize the Finance Department to submit invoices to the Metro Gold Line Foothill Extension Construction Authority as outlined in the Work Authorization Agreement.

Analysis:

The Metro Gold Line Foothill Extension Construction Authority has submitted a letter to the City requesting that the City expedite submittal review and approval on the designs and other related documents, as required to meet the project design submittal schedule (attached).

According to the transmittal letter, the Authority is committed to provide to the City a not-to-exceed amount of $100,000.00 for expediting the review and approval of the designs and other related documents for this project. This funding will be provided to the City via two separate payments. Upon execution of the Work Authorization Agreement and submittal of the first invoice, the first payment of $50,000 will be provided to the City. The final payment of the remaining $50,000 will be provided when the City completes its review and approval of the designs and other project related documents in accordance with the project schedule review dates.

It should be noted that this request from Metro Gold Line Foothill Extension Construction Authority is to ask the City to provide the necessary and experienced staff to complete the review and approval of the designs and other project related
documents in accordance with the project schedule review dates. The City is prohibited from using these funds for personnel who are unfamiliar with and/or haven’t worked on the project before.

Fiscal Impact:  (Initial of CFO)

Legal Impact:  (Initial of Legal Counsel)

Contact Person: William Tam, Public Works Director/City Engineer
Phone: (626) 430-2212

John Davidson, City Manager

Attachments: Work Authorization Agreement
Design Submittal Schedule
TRANSMITTAL SHEET

METRO GOLD LINE FOOTHILL EXTENSION

LETTER OF TRANSMITTAL

DATE: 2/28/2013
FROM: Victoria Gullion
AUTH. No: BLCA-IRW-080
FILE CODE:

TO: City of Irwindale
5050 N. Irwindale Avenue
Irwindale, California 91706

ATTENTION: Camille Diaz

REFERENCE:

SUBJECT: Work Authorization – expedite submittal-reviews

DOCUMENT(S) TRANSMITTED:

1 2/28/2013 Work Authorization and Design Submittal Schedule

Attached is the work authorization to expedite submittal reviews along with a design submittal schedule. Please review, sign and send back to our office.

If you have any questions, please contact Reky Hiramoto at (626) 305-7006 or rhiramoto@foothillextensionl,or~,

Thank you,

Victoria Gullion

CC: Reky Hiramoto, Chris Burner

Items to be sent via:

<table>
<thead>
<tr>
<th>Email</th>
<th>FTP site</th>
<th>Hand Delivery</th>
<th>UPS</th>
<th>Express Mail</th>
<th>Courier</th>
<th>USPS</th>
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</thead>
<tbody>
<tr>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1 ☐ For Your Approval
2 ☐ Response Needed
3 ☒ Signature Request
4 ☐ For Record Only
5 ☐ Other:
**METRO GOLD LINE FOOTHILL EXTENSION CONSTRUCTION AUTHORITY**

**WORK AUTHORIZATION**

**WORK AUTHORIZATION NUMBER**

CW3603

This order number must appear on all invoices, packing slips, etc.

---

**INVOICE TO:**
Metro Gold Line Foothill Extension Construction Authority  
406 E. Huntington Drive, Suite 202  
Monrovia, CA 91016  
ATTN: FINANCE

**REQUESTED BY:**  
Chris Burner

---

**CONTRACTOR/AGENCY:**
City of Irwindale  
5050 N. Irwindale Avenue  
Irwindale, CA 91706

**ORDER DATE**: 2/28/2013

**VENDOR #**

**TELEPHONE**

**FED. TAX ID**

2159910

**BUDGET CODE**

**DESCRIPTION**

Work Authorization to expedite submittal reviews, per the attached Foothill Extension Phase 2A Design Milestone Schedule:

- The City of Irwindale to provide necessary and experienced staff to review and approve designs and other project related documents, as required to meet the attached project schedule.

The aforementioned work is to be performed in accordance with the following parameters for an amount not-to-exceed $100,000:

- The City of Irwindale shall receive the first payment of $50,000.00 upon receipt of first invoice.
- The City of Irwindale shall receive final payment of $50,000.00 subject to meeting the attached project schedule review dates.
- The City of Irwindale is prohibited from using these funds for personnel to work on the project that are not familiar and/or haven't work on the project before.
- The City of Irwindale shall include the CW number on all invoices.

**UNIT**

NTE

**UNIT PRICE**

100,000.00

**EXTENDED PRICE**

100,000.00

---

**Sub-Total**: $100,000.00

**Total**: $100,000.00

---

**AUTHORIZED BY:**

Habib F. Balian  
Chief Executive Officer

**ACCEPTED BY:**

(Name and Title)

(Date)
## FOOTHILL EXTENSION PHASE 2A DESIGN SUBMITTAL MILESTONES - IRWINDALE

**UPDATED 02/27/13**

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>TARGET DATES</th>
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<tbody>
<tr>
<td></td>
<td>Definitive Design (30%)</td>
</tr>
<tr>
<td>CIVIL (CARL ROGERS) (CDRL 3.2.03, 3.2.06)</td>
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<tr>
<td>Roadway Civil</td>
<td>Segment 4 (1st &amp; Gladstone)</td>
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<tr>
<td>Irwindale Ramp</td>
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</tr>
<tr>
<td>Traffic &amp; Lighting</td>
<td>Segment 4 (1st &amp; Gladstone) (Irwindale &amp; Foothill)</td>
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<tr>
<td>Grading &amp; Drainage</td>
<td>Segment 3 (FYI)</td>
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<tr>
<td>Segment 4 West</td>
<td></td>
</tr>
<tr>
<td>Segment 3 Walls (FYI)</td>
<td></td>
</tr>
<tr>
<td>Segment 3 Fence (FYI)</td>
<td></td>
</tr>
<tr>
<td>Segment 4 West Walls (FYI)</td>
<td></td>
</tr>
<tr>
<td>Segment 4 West Fence (FYI)</td>
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</tr>
<tr>
<td>WALLS &amp; FENCE (ROLAND GENICK) (CDRL 3.2.07, 3.2.13)</td>
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<tr>
<td>Station Facilities (Irwindale)</td>
<td>Architectural</td>
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<tr>
<td>Landscaping</td>
<td></td>
</tr>
<tr>
<td>Signage</td>
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</tr>
</tbody>
</table>
Date: April 24, 2013
To: Honorable Mayor and Members of the City Council
From: John Davidson, City Manager
Subject: AWARD TO PROVIDE PROFESSIONAL DESIGN SERVICES FOR THE IRWINDALE LIBRARY IMPROVEMENT PROJECT

City Manager's Recommendation:
That the City Council authorize the City Manager to enter into an agreement with CWA AIA, Inc., in the amount of $30,600.00 for professional design services for the preparation of the Plans, Specifications and Estimate (PS&E) for the Irwindale Library Improvement Project.

Analysis:

1) On June 27, 2012, the City Council approved improvement projects for City parks and facilities, to be funded by the 2001 Refunding Certificates of Participation and directed staff to program these improvements projects to the CIP for the fiscal year 2012-2013.

2) The Irwindale Library Improvement Project is one of the approved projects to be funded by the 2001 Refunding Certificates of Participation. The identified improvements for this CIP are as follows:

a. Remove three existing air conditioning units and replace with a new energy efficient unit.
b. Replace existing windows with new dual panel windows with insulated glass.
c. Furnish and install new energy efficient light fixtures, emergency lighting and internally illuminated exit signs.
d. Furnish and install surveillance camera/closed circuit television system; 2 stations and install alarm system.
e. Furnish and install new programmable thermostat.
f. Upgrade existing electrical panel with necessary electrical rewiring.
g. Install new built-up roof and roof drainage system.
h. Remove and replace all existing doors.
i. Replace ventilation fans in restrooms and upgrade restrooms to ADA compliance.
j. Install air conditioning vents and/or ventilation fans for work areas located in the back (N/E corner rooms).

3) In January 2013, staff issued Requests for Proposals (RFP) for professional design services for the preparation of the Plans, Specifications and Estimate (PS&E) for this project.

4) In February 2013, staff received proposals from architectural firms and the results of the proposals are as follows:

<table>
<thead>
<tr>
<th>CONSULTANT</th>
<th>RANKING</th>
<th>FEE PROPOSAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>CWA AIA, INC</td>
<td>1</td>
<td>$30,600.00</td>
</tr>
<tr>
<td>RKZ ARCHITECTS</td>
<td>2</td>
<td>$27,040.00</td>
</tr>
<tr>
<td>PACIFIC DESIGN GROUP</td>
<td>3</td>
<td>$34,500.00</td>
</tr>
<tr>
<td>NAC ARCHITECTURE</td>
<td>4</td>
<td>$52,070.00</td>
</tr>
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</table>

Staff reviewed each proposal received for technical competency, schedule of fees, experience and general thoroughness of the work to be accomplished. CWA AIA, INC was found to be the most qualified and cost-effective company for the project.

It is expected that the PS&E will be completed within four to six months from the execution of the agreement. The bid package will be brought to the City Council for approval and authorization to advertise for construction bids.

The attached contract agreement has been approved in form by the City Attorney’s office.

Fiscal Impact: ___________________________ (Initial of CFO)

Legal Impact: ___________________________ (Initial of Legal Counsel)

Contact person/Prepared by: William Tam, Public Works Director/City Engineer
Phone: (626) 430-2212

John Davidson, City Manager
CITY OF IRWINDALE

CONTRACT SERVICES AGREEMENT FOR
PROFESSIONAL DESIGN SERVICES OF THE IRWINDALE LIBRARY
IMPROVEMENT PROJECT IN THE CITY OF IRWINDALE

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement"), is made and entered into this 24th day of April, 2013, by and between the CITY OF IRWINDALE a municipal corporation, (herein "City") and CWA AIA, INC., 320 Arden Place, Suite 210, Glendale, CA 91203 (herein "Contractor"). (The term Contractor includes professionals performing in a consulting capacity.) The parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contractor's Proposal.

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

1.3 Compliance with Law.

All 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 having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiality with Work.

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

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to fifteen percent (15%) of the Contract Sum or $20,000, whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.
1.9 **Special Requirements.**

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

2.0 **COMPENSATION**

2.1 **Contract Sum.**

For the services rendered pursuant to this Agreement, the Contractor 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 **Thirty Thousand Six Hundred Dollars ($30,600.00)** (herein “Contract Sum”), except as provided in Section 1.8. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor’s rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expense, transportation expense approved by the Contract Officer in advance, and no other expenses and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

2.2 **Method of Payments.**

Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Contractor wishes to receive payment, no later than the first (1st) working day of such month, Contractor shall submit to the City in the form approved by the City’s Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.3, City shall pay Contractor for all expenses stated thereon which are approved by City pursuant to this Agreement no later than the last working day of the month.

3.0 **PERFORMANCE SCHEDULE**

3.1 **Time of Essence.**

Time is of the essence in the performance of this Agreement.
3.2 **Schedule of Performance.**

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the “Schedule of Performance” attached hereto as Exhibit “D”, if any, and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 **Force Majeure.**

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

3.4 **Term.**

Unless earlier terminated in accordance with Section 7.8 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance.

4.0 **COORDINATION OF WORK**

4.1 **Representative of Contractor.**

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

Stephen E. Finney, AIA  
President, CWA AIA, Inc.
It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

4.2 Contract Officer.

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

4.3 Prohibition Against Subcontracting or Assignment.

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

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor’s employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.
5.0 INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance.

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) **Comprehensive General Liability Insurance.** A policy of comprehensive general liability insurance written on a per occurrence basis. If the Contract Sum is $25,000.00 or less, the policy of insurance shall be written in an amount not less than either (i) a combined single limit of $500,000.00 or (ii) bodily injury limits of $250,000.00 per person, $500,000.00 per occurrence and $500,000.00 products and completed operations and property damage limits of $100,000.00 per occurrence and $100,000.00 in the aggregate. If the Contract Sum is greater than $25,000.00 but less than or equal to $100,000.00, the policy of insurance shall be in an amount not less than either (i) a combined single limit of $1,000,000.00 for bodily injury, death and property damage or (ii) bodily injury limits of $500,000.00 per person, $1,000,000.00 per occurrence and $1,000,000.00 products and completed operations and property damage limits of $500,000.00 per occurrence and $500,000.00 in the aggregate. If the Contract Sum is greater than $100,000.00, the policy of insurance shall be in an amount not less than $2,000,000.00 combined single limit.

(b) **Worker's Compensation Insurance.** A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) **Automotive Insurance.** A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than either (i) bodily injury liability limits of $250,000.00 per person and $500,000.00 per occurrence and property damage liability limits of $100,000.00 per occurrence and $250,000.00 in the aggregate or (ii) combined single limit liability of $500,000.00. Said policy shall include coverage for owned, non-owned, leased and hired cars.

(d) **Additional Insurance.** Policies of such other insurance, including professional liability insurance, as may be required in the Special Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its officers, employees and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled without providing thirty (30) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance.
binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed]  Agent Initials

The Contractor agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.3 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 5.1.

5.2 Indemnification.

Contractor agrees to indemnify the City, its officers, agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (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 of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the negligent acts or omissions of Contractor hereunder, or arising from Contractor's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, whether or not there is concurrent passive or active negligence on the part of the City, its officers, agents or employees but excluding such claims or liabilities arising from the sole negligence or willful misconduct of the City, its officers, agents or employees, who are directly responsible to the City, and in connection therewith:

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

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or
activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys’ fees.

5.3 Performance Bond N/A.

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

5.4 Sufficiency of Insurer or Surety.

Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated “A” or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. In the event the Risk Manager of City (“Risk Manager”) determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by this Section 5 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council within 10 days of receipt of notice from the Risk Manager.

6.0 RECORDS AND REPORTS

6.1 Reports.

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

6.2 Records.

Contractor shall keep, and require subcontractors to keep, such 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. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

6.3 Ownership of Documents.

All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Any use of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City’s sole risk and without liability to Contractor, and the City shall indemnify the Contractor for all damages resulting therefrom. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

6.4 Release of Documents.

The drawings, specifications, reports, records, documents and other materials prepared by Contractor in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

7.0 ENFORCEMENT OF AGREEMENT

7.1 California Law.

This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.
7.2 Disputes.

In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefor. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the injured party; provided that if the default is an immediate danger to the health, safety and general welfare, such immediate action may be necessary. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party’s right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City’s or the Contractor’s right to terminate this Agreement without cause pursuant to Section 7.8.

7.3 Retention of Funds.

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

7.4 Waiver.

No delay or omission in the exercise of any right or remedy by a nondefaulting 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.

7.5 Rights and Remedies are Cumulative.

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

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.7 Liquidated Damages N/A.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of N/A ($N/A) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

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

7.9 Termination for Default of Contractor.

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

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

8.0 **CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

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

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

8.2 **Conflict of Interest.**

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

8.3 **Covenant Against Discrimination.**

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

9.0 **MISCELLANEOUS PROVISIONS**

9.1 **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, CITY OF IRWINDALE, 5050 N. IRWINDALE AVE., IRWINDALE, CA 91706, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its
address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

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

9.3 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.

9.4 Severability.

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

9.5 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.
IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CITY:

CITY OF IRWINDALE
a municipal corporation

______________________________
John Davidson, City Manager

ATTEST:

______________________________
Laura Nieto, CMC
Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

______________________________
City Attorney

CONTRACTOR:

President, CWA AIA, Inc.

By: ______________________________
    Name: Stephen E. Finney, AIA
    Title: President

320 Arden Place, Suite 210, Glendale, CA 91203

[END OF SIGNATURES]
EXHIBIT "A"

SCOPE OF SERVICES
Understanding of Project Requirements

Based on our understanding of the project requirements, the following are design details as described in the RFP dated January 10, 2013.

- Remove 3 existing Air Conditioning units and install a new energy efficient air conditioning unit and all electrical upgrade.
- Replace existing windows with new commercial dual panel window with insulating glass.
- Furnish and install new programmable thermostat.
- Furnish and install new energy efficient light fixtures, emergency lighting and internally illuminated exit signs.
- Furnish and install surveillance cameras/Closed circuit television system – 2 stations and install alarm system.
- Upgrade existing electrical panel with necessary electrical rewiring.
- Install new built-up roof and roof drainage system.
- Remove and replace all existing doors.
- Weatherization of entire building.
- Replace ventilation fans in bathrooms and upgrade to ADA compliance.
- Install air conditioning vents and/or ventilation fans to back work areas (NE corner rooms).
EXHIBIT "B"

SPECIAL REQUIREMENTS

N/A
EXHIBIT “C”

SCHEDULE OF COMPENSATION

The provisions of section 2.2 of this agreement shall apply.

Contractor will provide the previously described Scope of Services (EXHIBIT “A”) for the Contract Sum, which Contract Sum is inclusive of all costs or expenses of any kind.

**THIRTY THOUSAND SIX HUNDRED DOLLARS** ($30,600.00) (Proposal Cost Breakdown and Hourly Rates are attached.)

The cost of other additional work, because of revisions to this outline or because of adding new items to this proposal, shall be based on additional negotiated fees or shall be based on actual time spent in accordance with the attached fee schedule:

Contractor shall be paid up to the Contract Sum, within 30 days of contractor’s delivery to the City of an invoice specifically describing the service and deliverable and applicable costs or fees therefore.
Proposal Cost Breakdown

**ARCHITECTURAL / ENGINEERING SERVICES FOR BASIC DESIGN WORK FOR THE PROJECT:**

<table>
<thead>
<tr>
<th>Fee Breakdown</th>
<th>Percentage</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Submittal of preliminary plans and specifications:</td>
<td>50%</td>
<td>$15,300.00</td>
</tr>
<tr>
<td>Submittal of final plans and specifications:</td>
<td>20%</td>
<td>$6,120.00</td>
</tr>
<tr>
<td>Approval of final plans and specifications:</td>
<td>20%</td>
<td>$6,120.00</td>
</tr>
<tr>
<td>Approval and award of the contract:</td>
<td>10%</td>
<td>$3,060.00</td>
</tr>
<tr>
<td><strong>Total Not To Exceed Fee:</strong></td>
<td>100%</td>
<td><strong>$30,600.00</strong></td>
</tr>
</tbody>
</table>

Exclusions:
- Soils Report
- Testing and Investigation of Hazardous Materials
- Exhausted surveys of as built conditions
Proposal Cost Breakdown

Hourly Rates of all personnel assigned to the project. These rates will be used for performing additional work outside the official scope of the project.

**Architectural – CWA AIA, Inc.:**
- Principal: $175.00
- Director of Discipline: $175.00
- Project Architect/Project Manager: $105.00
- Architect/Job Captain: $90.00
- Interior Designer: $90.00
- Construction Manager: $90.00
- Senior Draftsperson: $80.00
- Draftsperson: $75.00
- Junior Draftsperson: $65.00
- Clerical: $65.00
- Consultant: Cost Plus 10%

**Structural – Roberts Engineering:**
- Principal Engineer: $150.00
- Project Engineer: $100.00
- CADD Operator: $75.00
- Clerical: $50.00

**Mechanical /Plumbing – The Sullivan Partnership Inc.:**
- Principal: $170.00
- Senior Associate: $125.00
- Associate: $90.00
- Drafter: $80.00
- Clerical: $45.00

**Electrical – OMB Electrical Engineers, Inc.:**
- Principal: $150.00
- Lighting Designer: $140.00
- Project Engineer: $125.00
- Sr. Designer: $110.00
- Designer: $90.00
- CAD Drafting: $70.00
- Clerical: $50.00
EXHIBIT “D”

SCHEDULE OF PERFORMANCE

N/A
AGENDA REPORT

Date: April 24, 2013

To: Honorable Mayor and City Council of the City of Irwindale
   Honorable Chair and Commissioners of the Irwindale Housing Authority

From: John Davidson, City Manager

Subject: Joint Exercise of Powers Agreement between the City of Irwindale and the
         Irwindale Housing Authority, forming the Irwindale Joint Powers Authority to
         assist in financing public capital improvements and projects

City Manager's Recommendation:

1. That the City Council, adopt the following Resolution No. 2013-14-2608 entitled:
   "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE,
   CALIFORNIA, AUTHORIZING THE EXECUTION OF A JOINT EXERCISE OF
   POWERS AGREEMENT WITH THE IRWINDALE HOUSING AUTHORITY,
   ESTABLISHING THE IRWINDALE JOINT POWERS AUTHORITY," reading by
   title only and waiving further reading thereof.

2. That the Commissioners of the Irwindale Housing Authority adopt the following
   Resolution No. 2013-01-037 entitled: "A RESOLUTION OF THE IRWINDALE
   HOUSING AUTHORITY AUTHORIZING THE EXECUTION OF A JOINT
   EXERCISE OF POWERS AGREEMENT WITH THE CITY OF IRWINDALE,
   ESTABLISHING THE IRWINDALE JOINT POWERS AUTHORITY," reading by
   title only and waiving further reading thereof.

BACKGROUND/DISCUSSION:

The City of Irwindale ("Irwindale" or "City") and the Irwindale Community
Redevelopment Agency ("Agency"), originally entered into a Joint Exercise of Powers
Agreement on October 29, 1990, thereby creating the Irwindale Public Financing
Authority. The Irwindale Public Financing Authority assisted the City with financing
various public projects and improvements.

However, with the recent elimination of redevelopment in 2012 pursuant to AB x1
26, and AB 1484, the City’s Redevelopment Agency has been dissolved and replaced
by the City as Successor Agency.
The City now contemplates financing new projects, and will continue to finance projects in the future. Entering into a new Joint Exercise of Powers Agreement between the City and the Irwindale Housing Authority will facilitate future financings of the City and the Housing Authority, and will replace the Irwindale Public Financing Authority in future financings.

The attached resolutions will approve of the Joint Exercise of Powers Agreement on behalf of the City and the Housing Authority, and will form the Irwindale Joint Powers Authority. The formation of the new Irwindale Joint Powers Authority will not affect prior financings, bonds, or contracts to which the Irwindale Public Financing Authority was originally party to.

REQUESTED ACTION:

That the City Council of the City of Irwindale and the Commissioners of the Housing Authority consider adopting the above-mentioned resolutions authorizing the execution of the Joint Exercise of Powers Agreement between the City and the Housing Authority.

Fiscal Impact (Initial of CFO): None.

Legal Impact (Initial of Legal Counsel)

Contact Person Eva Carreon, Director of Finance/City Treasurer
(626) 430-2221

John Davidson, City Manager

Attachments:
Resolution of the City of Irwindale
Resolution of the Irwindale Housing Authority
Exhibit A – Joint Exercise of Powers Agreement
RESOLUTION NO. 2013-14-2608

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, AUTHORIZING THE EXECUTION OF A JOINT EXERCISE OF POWERS AGREEMENT WITH THE IRWINDALE HOUSING AUTHORITY, ESTABLISHING THE IRWINDALE JOINT POWERS AUTHORITY

WHEREAS, the City of Irwindale (the “City”) is a general law city that is duly organized under the laws of the State of California; and

WHEREAS, the Irwindale Housing Authority (the “Housing Authority”) and the City have proposed forming a joint powers authority under the provisions of Article 1 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the Government Code of the State of California (the “Joint Powers Law”), for the purpose of creating a public agency which can assist the City and the Housing Authority with their respective financings; and

WHEREAS, to that end, the City Council of the City wishes at this time to approve the execution and delivery of a Joint Exercise of Powers Agreement between the Housing Authority and the City, establishing the Irwindale Joint Powers Authority as a joint powers authority under the Joint Powers Law.

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

SECTION 1. Recitals. Each of the above recitals is true and correct and is adopted by the legislative body of the District.

SECTION 2. Establishment of the Irwindale Joint Powers Authority. The City Council hereby approves the establishment of the Irwindale Joint Powers Authority (the “Financing Authority”) under the Joint Powers Law, pursuant to the Joint Exercise of Powers Agreement dated as of the effective date set forth in the Agreement, between the Housing Authority and the City in the form attached hereto as Exhibit A and by this reference incorporated herein. The Mayor of the City is hereby authorized and directed to execute, and the City Clerk (or any assistant or deputy City Clerk) is hereby authorized and directed to attest and affix the seal of the City to, said Joint Exercise of Powers Agreement in the name and on behalf of the City, which approval to be conclusively evidenced by the execution and delivery thereof.

Section 3. Authorization to Make Necessary Filings. The City Clerk of the City is hereby authorized and directed to cause to be prepared, executed and filed any and all reports, statements and other documents as may be required in order to implement the establishment of the Financing Authority, including such forms as may be required by Government Code Sections 6503.5 and 6503.7.

Section 4. Effective Date. This Resolution shall take effect immediately upon its passage and adoption.
PASSED, APPROVED AND ADOPTED this 24th day of April, 2013.

________________________________________
Julian A. Miranda, Mayor

Attest:

________________________________________
Laura Nieto,
Deputy City Clerk

STATE OF CALIFORNIA  )
COUNTY OF LOS ANGELES  ) §
CITY OF IRWINDALE      )

I, Laura Nieto, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution Number 2013-14-2608 was duly adopted by the City Council of the City of Irwindale at a regular meeting of said Council on the 24th day of April, 2013, and that it was so adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

By: ________________________________
Laura Nieto, Deputy City Clerk
A RESOLUTION OF THE IRWINDALE HOUSING AUTHORITY
AUTHORIZING THE EXECUTION OF A JOINT EXERCISE OF
POWERS AGREEMENT WITH THE CITY OF IRWINDALE,
ESTABLISHING THE IRWINDALE JOINT POWERS AUTHORITY

WHEREAS, pursuant to Resolution Number 87-15-117 of the City of Irwindale (the “City”), adopted on August 27, 1987 the City created the Irwindale Housing Authority (the “Housing Authority”), a housing authority duly organized and existing under the California Housing Authorities Law, codified as Health and Safety Code Section 34200, et seq.; and

WHEREAS, pursuant to the California Housing Authorities Law, the Commissioners of the Housing Authority, comprising the members of the City Council, have authority to act on behalf of the Housing Authority; and

WHEREAS, the Housing Authority and the City have proposed forming a joint powers authority under the provisions of Article 1 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the Government Code of the State of California (the “Joint Powers Law”), for the purpose of creating a public agency which can provide financial assistance to the Housing Authority and the City; and

WHEREAS, to that end, the Housing Authority wishes at this time to approve the execution and delivery of a Joint Exercise of Powers Agreement between the Housing Authority and the City, establishing the Irwindale Joint Powers Authority as a joint powers authority under the Joint Powers Law.

NOW, THEREFORE, THE COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF IRWINDALE DO HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. Recitals. Each of the above recitals is true and correct and is adopted by the legislative body of the District.

Section 2. Establishment of the Irwindale Joint Powers Authority. The Housing Authority hereby approves the establishment of the Irwindale Joint Powers Authority (the “Financing Authority”) under the Joint Powers Law, pursuant to the Joint Exercise of Powers Agreement dated as of the effective date set forth in the Agreement, between the Housing Authority and the City in the form attached hereto as Exhibit A and by this referenced incorporated herein. The Chairperson of the Housing Authority is hereby authorized and directed to execute, and the Secretary of the Housing Authority (or the appropriate officer of the Housing Authority) is hereby authorized and directed to attest and affix the seal of the Housing Authority (if any) to, said Joint Exercise of Powers Agreement in the name and on behalf of the Housing Authority, such approval to be conclusively evidenced by the execution and delivery thereof.
Section 3. **Authorization to Make Necessary Filings.** The Secretary of the Housing Authority and the City Clerk of the City are hereby authorized and directed to cause to be prepared, executed and filed any and all reports, statements and other documents as may be required in order to implement the establishment of the Financing Authority, including such forms as may be required by Government Code Sections 6503.5 and 6503.7.

Section 4. **Effective Date.** This Resolution shall take effect immediately upon its passage and adoption.

PASSED, APPROVED AND ADOPTED this 24th day of April, 2013.

Julian A. Miranda, Chair

Attest:

Laura Nieto, Secretary

STATE OF CALIFORNIA )
COUNTY OF LOS ANGELES ) §
CITY OF IRWINDALE )

I, Laura Nieto, Secretary of the Irwindale Housing Authority, do hereby certify that the foregoing Resolution Number 2013-01-037 was duly adopted by the Commissioners of the Housing Authority at a regular meeting of said Housing Authority on the 24th day of April, 2013, and that it was so adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

By: ____________________________
Laura Nieto, Secretary
EXHIBIT A

JOINT EXERCISE OF POWERS AGREEMENT

IRWINDALE JOINT POWERS AUTHORITY

THIS JOINT EXERCISE OF POWERS AGREEMENT (the “Agreement”), dated ______, 2013, is by and between the City of Irwindale, a municipal corporation (the “City”), and the Irwindale Housing Authority (the “Housing Authority”), each duly organized and existing under the laws of the State of California;

WITNESSETH:

WHEREAS, agencies formed under Article 1 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the Government Code of the State of California are permitted to provide financing for any of their members in connection with the acquisition, construction and improvement of public capital improvements and other programs of such members, as defined in the Act; and

WHEREAS, agencies formed under the Act pursuant to a Joint Powers Agreement may also exercise power jointly possessed by the agencies or such other powers permitted under the Act; and

WHEREAS, the City and the Housing Authority wish to form an authority under the Joint Powers Law, to be known as the Irwindale Joint Powers Authority (the “Financing Authority”), for the purpose of providing an entity which can provide assistance to the Housing Authority and the City in their respective financing undertakings; and

WHEREAS, the Marks-Roos Local Bond Pooling Act of 1985 authorizes authorities formed under the Act to assist in the financing of public capital improvements to be owned by any of its members.

NOW, THEREFORE, in consideration of the above premises and of the mutual promises herein contained, the City and the Housing Authority do hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. Unless the context otherwise requires, the words and terms defined in this Article shall, for the purpose hereof, have the meanings herein specified.

“Act” means Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the Government Code of the State of California.

“Agreement” means this Agreement.

“Associate Member” means a Public Agency which is a party to an Associate Membership Agreement entered into by the Financing Authority and such Public Agency pursuant to Article VII hereof.

“Associate Membership Agreement” means an agreement between the Financing
Authority and a Public Agency as described in Article VII hereof.

“Bond Law” means the Marks-Roos Local Bond Pooling Act of 1985, being Article 4 of the Act (commencing with Section 6584), as now in effect or hereafter amended, Article 2 of the Act as now in effect or hereafter amended, or any other law available for use by the Financing Authority in the authorization and issuance of bonds to provide for the financing of Obligations and/or Public Capital Improvements.

“Bond Purchase Agreement” means an agreement between the Financing Authority and the City, the Housing Authority or an Associate Member, pursuant to which the Financing Authority agrees to purchase Obligations from the City, the Housing Authority or an Associate Member, as the case may be.

“Board” means the Board of Directors referred to in Section 2.03, which shall be the governing body of the Financing Authority.

“Bonds” means the bonds of the Financing Authority issued pursuant to the Bond Law.

“Directors” means the representatives of the City appointed to the Board pursuant to Section 2.03.

“Financing Authority” means the Irwindale Joint Powers Authority, established pursuant to this Agreement.

“Fiscal Year” means the period from July 1st to and including the following June 30th.

“Members” means the City, the Housing Authority, and Associate Members, if any.

“Obligations” has the meaning given to the term “Bonds” in Section 6585(c) of the Bond Law.

“Public Agency” means any public agency authorized by the Act to enter into a joint exercise of powers agreement with the City and the Housing Authority.

“Public Capital Improvement” has the meaning given to such term in Section 6585(h) of the Act, as in effect on the date hereof, and as hereafter amended.

“Secretary” means the Secretary of the Financing Authority appointed pursuant to Section 2.07.

“Treasurer” means the Treasurer of the Financing Authority appointed pursuant to Section 2.05.

ARTICLE II

GENERAL PROVISIONS

Section 2.01. Purpose. This Agreement is made pursuant to the Act providing for the joint exercise of powers common to the City and the Housing Authority, and for other purposes as permitted under the Act, the Bond Law and as agreed by one or more of the parties hereeto. The purpose of this Agreement is to provide for the financing or
refinancing of Public Capital Improvements for, and working capital requirements of, the City, the Housing Authority and any Associate Member through the acquisition by the Financing Authority of such Public Capital Improvements and/or the purchase by the Financing Authority of Obligations of the City, the Housing Authority or an Associate Member pursuant to Bond Purchase Agreements and/or the lending of funds by the Financing Authority to the City, the Housing Authority or an Associate Member.

Section 2.02. Creation of Authority. Pursuant to the Act, there is hereby created a public entity to be known as the “Irwindale Joint Powers Authority,” which shall be a public entity separate and apart from the City and the Housing Authority, and shall administer this Agreement.

Section 2.03. Board

(a) Composition of Board; Chair. The Financing Authority shall be governed by a Board of Directors (the “Board”) consisting of five (5) directors (each a “Director”). Each member of the City Council of the City shall be a Director and member of the Board by virtue of being a member of the City Council of the City. All voting power of the Financing Authority shall reside in the Board.

The Mayor of the City Council of the City shall act as the Chair of the Board. The Chair shall perform the duties normal to said office and such duties as may be imposed by the Board.

(b) Call, Notice and Conduct of Meetings. All meetings of the Board, including without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act of the State of California (constituting Chapter 9 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California). The initial meeting of the Board shall be held on May 8, 2013 at 6:30 p.m., at City Council Chambers 550 N. Irwindale Avenue, Irwindale, California 91706.

(c) Quorum. A majority of the members of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. The affirmative votes of at least a majority of the Board members present at any meeting at which a quorum is present are required to take any action by the Board.

(d) Time and Place of Regular Meetings. In accordance with Section 54954 of the California Government Code, the Board shall provide for its regular meetings; provided, however, that at least one regular meeting shall be held each year. The date, hour and place of the holding of regular meetings shall be fixed by resolution of the Board and a copy of such resolution shall be filed with each of the City and the Housing Authority.

(e) Special Meetings. A special meeting may be called and held at any time in accordance with the Ralph M. Brown Act.

(f) Closed Sessions. Nothing contained in this Agreement shall be construed to prevent the Board from holding closed sessions during a regular or special meeting concerning any matter permitted by law to be considered in a closed session.

(g) Parliamentary Procedure. The presiding officer at the meeting shall determine the rules of conduct. The presiding officer may be guided by the rules of parliamentary procedure set forth in Robert's Rules of Order, but failure to follow Robert’s Rules of Order shall not affect the validity of any action or motion duly taken or adopted by the Board at any lawfully held meeting.
(h) **Minutes.** The Secretary shall cause to be kept minutes of the meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director and to the Members.

**Section 2.04. Bylaws.** The Board may adopt, from time to time, such bylaws, rules and regulations for the conduct of its meetings as are necessary for the purposes hereof.

**Section 2.05. Treasurer.** Pursuant to Section 6505.5 of the Joint Powers Law, the chief financial officer of the City is hereby designated as the initial Treasurer of the Financing Authority and, as such, shall perform the functions of the treasurer of the Financing Authority, as such functions are set forth in Section 6505.5 of the Joint Powers Law. Pursuant to Section 6505.1 of the Joint Powers Law, the Treasurer shall have charge of, handle and have access to all accounts, funds and money of the Financing Authority and all records of the Financing Authority relating thereto. As treasurer of the Financing Authority, the Treasurer has custody of all of the accounts, funds and money of the Financing Authority from whatever source.

In the event, but only in the event, that the Treasurer holds moneys for the account of the Financing Authority or the Members, the Treasurer shall verify and report in writing at least quarterly to the Board and the Members the amount of money so held, the amount of receipts since the last such report, and the amount paid out since the last such report.

**Section 2.06. Auditor.** Pursuant to Section 6505.5 of the Joint Powers Law, the person performing the functions of the chief financial officer of the City is hereby designated as the initial Auditor of the Financing Authority and, as such, shall perform the functions of the auditor of the Financing Authority, as such functions are set forth in Section 6505.5 of the Joint Powers Law.

As auditor of the Financing Authority, the Auditor shall draw warrants to pay demands against the Financing Authority when the demands have been approved by the Board and shall assure that there is strict accountability of all funds and reporting of all receipts and disbursements of the Financing Authority.

**Section 2.07. Other Officers and Employees of the Financing Authority.**

(a) **Other Officers/Employees/Consultants.** In addition to the Chair, the Treasurer and the Auditor, the officers/employees of the Financing Authority shall consist of an Executive Director, a Secretary and a General Counsel, who shall consist of the City Manager, the City Clerk and the initial General Counsel shall be City Attorney, respectively. The Board may appoint such assistants to act in the place of the officers of the Financing Authority (other than any Director) as the Board shall from time to time deem appropriate. The Board, by resolution, may appoint such other counsel as the Board so desires, including different general counsel than the City Attorney.

(b) **Duties of Executive Director.** The Chair or Executive Director shall perform such functions as are customary in the exercise of such a position, and as may be more specifically provided by the Board from time to time. The Executive Director shall have charge of the day-to-day administration of the Financing Authority and shall execute the directives of the Board. The Executive Director shall sign all contracts on behalf of the Financing Authority, except as may otherwise be provided by resolution of the Board.

Unless provided otherwise under applicable law, the Chair or any Director of the Financing Authority shall also be an authorized signatory on any Bonds and/or contracts of the Financing Authority.
(c) **Duties of Secretary.** The Secretary shall perform such functions as are customary in the exercise of such positions, and as may be more specifically provided by the Board from time to time. The Secretary shall have charge of the records of the Financing Authority and is responsible for recording the minutes of all meetings of the Board.

(d) **Duties of General Counsel.** The General Counsel shall perform such functions as are customary in the exercise of such positions, and as may be more specifically provided by the Board from time to time. The Board may hire counsel as it deems desirable.

(e) **Other Consultants and Contractors.** The Board shall have the power to appoint and employ such other consultants and independent contractors as may be necessary for the purposes of this Agreement.

(f) **Miscellaneous.** All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activities of officers, agents, or employees of a public agency when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement.

None of the officers, agents, or employees directly employed by the Board shall be deemed, by reason of their employment by the Board to be employed by any of the Members or, by reason of their employment by the Board, to be subject to any of the requirements of any of the Members.

**Section 2.08. Bonding of Officers.** From time to time, the Board may designate officers of the Financing Authority having charge of, handling or having access to any records, funds or accounts or other assets of the Financing Authority, and the respective amounts of the official bonds of such officers and such other persons pursuant to Section 6505.1 of the Joint Powers Law. In the event that any officer of the Financing Authority is required to be bonded pursuant to this Section 2.08, such bond may be maintained as a part of or in conjunction with any other bond maintained on such person by any Member, it being the intent of this Section 2.08 not to require duplicate or over-lapping bonding requirements from those bonding requirements which are otherwise applicable to the Members.

**ARTICLE III**

**POWERS**

**Section 3.01. General Powers.** The Financing Authority shall exercise in the manner herein provided the powers common to the City and the Housing Authority, or as otherwise permitted under the Act, and necessary to the accomplishment of the purposes of this Agreement, subject to the restrictions set forth in Section 3.04. The Financing Authority shall have all powers permitted by the Bond Law.

As provided in the Act, the Financing Authority shall be a public entity separate from the City and the Housing Authority. The Financing Authority shall have the power to acquire and to finance or refinance the acquisition of Public Capital Improvements necessary or convenient for the operation of the City, the Housing Authority, or any Associate Member, and to acquire obligations of the City, the Housing Authority or any Associate Member.

**Section 3.02. Power to Issue Revenue Bonds.** The Financing Authority shall have all of the powers provided in the Act, including but not limited to Article 4 of the Act (commencing with Section 6584), and including the power to issue Bonds under the Bond Law.
Section 3.03. Specific Powers. The Financing Authority is hereby authorized, in its own name, to do all the acts necessary for the exercise of the foregoing powers, including but not limited to, any or all of the following:

(a) to make and enter into contracts;
(b) to employ agents or employees;
(c) to acquire, construct, manage, maintain or operate any Public Capital Improvement, including the common power of the City and the Housing Authority to acquire any Public Capital Improvement by the power of eminent domain;
(d) to sue and be sued in its own name;
(e) to issue Bonds and otherwise incur debts, liabilities or obligations, provided that no such Bond, debt, liability or obligation shall constitute a debt, liability, or obligation of the City or the Housing Authority;
(f) to apply for, accept, receive and disburse grants, loans and other aids from any agency of the United States of America or of the State of California;
(g) to invest any money in the treasury pursuant to Section 6505.5 of the Act that is not required for the immediate necessities of the Financing Authority, as the Financing Authority determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the Government Code of the State of California;
(h) to apply for letters of credit or other form of financial guarantees in order to secure the repayment of Bonds and enter into agreement in connection therewith;
(i) to carry out and enforce all the provisions of this Agreement;
(j) to make and enter into Bond Purchase Agreements;
(k) to purchase Obligations of the City, the Housing Authority or any Associate Member;
(l) to set any other terms and conditions on any purchase or sale pursuant to Section 6588 of the Act as it deems by resolution to be necessary, appropriate, and in the public interest, in furtherance of the purposes of the Bond Law; and,
(m) to exercise any and all other powers as may be provided in Section 6588 of the Act or in any Bond Law.

Section 3.04. Restrictions on Exercise of Powers. The powers of the Financing Authority shall be exercised in the manner provided in the Act and in the Bond Law, and, except for those powers set forth in Article 4 of the Act, shall be subject (in accordance with Section 6509 of the Act) to the restrictions upon the manner of exercising such powers that are imposed upon the City in the exercise of similar powers.

Section 3.05. Obligations of Authority. The debts, liabilities and obligations of the Financing Authority shall not be the debts, liabilities and obligations of the City or the Housing Authority. No member, officer, agent or employee of the Financing Authority is individually or personally liable for the payment of the principal of or premium or interest on any obligations of the Financing Authority or be subject to any personal liability or accountability by reason of any
obligations of the Financing Authority. Nothing herein contained relieves any such member, officer, agent or employee from the performance of any official duty provided by law or by the instruments authorizing the issuance of any obligations of the Financing Authority.

In addition, no Member shall assume any liability or responsibility for any debts, liabilities or obligations which may be incurred by the other Member in connection with the issuance of bonds or other obligations of the Financing Authority for the benefit of such other Member.

ARTICLE IV
METHODS OF PROCEDURE; CREDIT TO MEMBERS

Section 4.01. Assumption of Responsibilities by the Financing Authority. As soon as practicable after the date of execution of this Agreement, the Directors shall give notice, in the manner required by Section 2.03, of the organizational meeting of the Board. At said meeting the Board shall provide for its regular meetings as required by Section 2.03 and appoint the Secretary.

Section 4.02. Delegation of Powers. The City and the Housing Authority hereby delegate to the Financing Authority the power and duty to acquire, by lease, lease-purchase, installment sale agreements, or otherwise, or make loans to finance, such Public Capital Improvements as may be necessary or convenient for the operation of the City or the Housing Authority and to exercise the power of condemnation of the City as necessary in connection therewith.

Section 4.03. Credit to City and the Housing Authority. All accounts or funds created and established pursuant to any instrument or agreement to which the Financing Authority is a party, and any interest earned or accrued thereon, shall inure to the benefit of the City and the Housing Authority in the respective proportions for which such funds or accounts were created.

ARTICLE V
CONTRIBUTION; ACCOUNTS AND REPORTS; FUNDS

Section 5.01. Contributions. The City and the Housing Authority may in the appropriate circumstance when required hereunder: (a) make contributions from their treasuries for the purposes set forth herein, (b) make payments of public funds to defray the cost of such purposes, (c) make advances of public funds for such purposes, such advances to be repaid as provided herein, or (d) use its personnel, equipment or property in lieu of other contributions or advances. The provisions of California Government Code Section 6513 are hereby incorporated into this Agreement.

Section 5.02. Accounts and Reports. To the extent not covered by the duties assigned to a trustee chosen by the Financing Authority, the Treasurer shall establish and maintain such funds and accounts as may be required by good accounting practice or by any provision of any trust agreement entered into with respect to the proceeds of any Bonds issued by the Financing Authority. The books and records of the Authority in the hands of a trustee or the Treasurer shall be open to inspection at all reasonable times by representatives of the City and the Housing Authority. The Treasurer, within 120 days after the close of each Fiscal Year, shall give a complete written report of all financial activities for such fiscal year to the City and the Housing Authority to the extent such activities are not covered by the report of such trustee. The trustee appointed under any trust agreement shall establish suitable funds, furnish financial
reports and provide suitable accounting procedures to carry out the provisions of said trust agreement. Said trustee may be given such duties in said trust agreement as may be desirable to carry out this Agreement.

**Section 5.03. Funds.** Subject to the applicable provisions of any instrument or agreement which the Financing Authority may enter into, which may provide for a trustee to receive, have custody of and disburse Authority funds, the Treasurer of the Financing Authority shall receive, have the custody of and disburse Authority funds as nearly as possible in accordance with generally accepted accounting practices, shall make the disbursements required by this Agreement or to carry out any of the provisions or purposes of this Agreement.

**Section 5.04. Annual Budget and Administrative Expenses.** The Board may adopt a budget for administrative expenses, which shall include all expenses not included in any financing issue of the Financing Authority, annually prior to July 1st of each year. The estimated annual administrative expenses of the Financing Authority shall be allocated by the Financing Authority to the City and the Housing Authority as it deems desirable.

**ARTICLE VI**

**TERM**

**Section 6.01. Term.** This Agreement shall become effective as of the date hereof and shall continue in full force and effect so long as any Bonds remaining outstanding or so long as the Financing Authority shall own any interest in Public Capital Improvements, whichever is longer.

**Section 6.02. Disposition of Assets.** Upon termination of this Agreement, all property of the Financing Authority, both real and personal, shall be divided among the parties hereto in such manner as shall be agreed upon by the parties.

**ARTICLE VII**

**ASSOCIATE MEMBERSHIP AGREEMENTS**

**Section 7.01. Power to Enter Into Association Membership Agreements.** In addition to those powers specified in this Agreement, the Financing Authority shall have the power to enter into Associate Membership Agreements with any Public Agency upon the approval thereof by the Board.

**Section 7.02. Contents of Associate Membership Agreement.** Each Associate Membership Agreement shall:

(a) State that the Public Agency is an associate member of the Financing Authority;

(b) Specify that the purpose of the Associate Membership Agreement is to facilitate the financing of the acquisition by the public agency of Public Capital Improvements, or financing working capital requirements of the Associate Member, necessary for the governmental operation of the Public Agency at a cost (taking into account the cost of such financing) which is less than would be possible if the Public Agency were to acquire the Public Capital Improvements or finance its working capital requirements independently of the Financing Authority;
(c) Restrict the powers of the Public Agency with respect to the Financing Authority to those enumerated in this Article VII;

(d) Specify that the Public Agency shall not have the power to: (i) vote on any action to be taken by the Financing Authority; or (ii) become an officer of the Financing Authority or a Director; and

(e) Specify the fees, if any, to be charged the Public Agency for its participation in financings of the Financing Authority.

Section 7.03. Approval of Associate Membership Agreements. In determining whether to approve an Associate Membership Agreement with a public agency which proposes to be an Associate Member, the Directors may take into account any criteria deemed appropriate to the Directors, including but not limited to the financial well-being of such public agency and the nature of the Public Capital Improvement or the working capital requirements which such public agency proposes to finance.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

Section 8.01. Notices. Notices hereunder shall be in writing and shall be sufficient if delivered to the notice address of each party hereto for legal notices or as otherwise provided by a party hereto in writing to each of the other parties hereto.

Section 8.02. Section Headings. All section headings in this Agreement are for convenience of reference only and are not to be construed as modifying or governing the language in the section referred to or to define or limit the scope of any provision of this Agreement.

Section 8.03. Consent. Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

Section 8.04. Law Governing. This Agreement is made in the State of California under the constitution and laws of the State of California and is to be so construed.

Section 8.05. Amendments. This Agreement may be amended at any time, or from time to time, except as limited by contract with the owners of Bonds issued by the Financing Authority or certificates of participation in payments to be made by the Financing Authority or the City or the Housing Authority or by applicable regulations or laws of any jurisdiction having authority, by one or more supplemental agreements executed by all of the parties to this Agreement or for any other purpose including, without limitation, addition of new parties (including any legal entities or taxing areas heretofore or hereafter created) in pursuance of the purposes of this Agreement.

Section 8.06. Enforcement by Authority. The Authority is hereby authorized to take any or all legal or equitable actions, including but not limited to injunction and specific performance, necessary or permitted by law to enforce this Agreement.

Section 8.07. Severability. Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.
Section 8.08. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the City of the Housing Authority, respectively. Neither the City nor the Housing Authority may assign any right or obligation hereunder without the written consent of the others.

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

CITY OF IRWINDALE

By _____________________________

Julian A. Miranda, Mayor

[S E A L]

Attest:

______________________________
Laura Nieto, Deputy City Clerk

IRWINDALE HOUSING AUTHORITY

By _____________________________

Julian A. Miranda, Chair

[S E A L]

Attest:

______________________________
Laura Nieto, Secretary
AGENDA REPORT

Date: April 24, 2013

To: Honorable Mayor and City Council Members

From: Fred Galante, City Attorney
Ken Lee, Community Development Director

Issue: Economic Impact Review of City’s Existing Business License Tax

City Manager's Recommendation:

That the City Council direct staff and the City Attorney to: (1) evaluate, with support of an economic study, if time permits, the structure and relevance of the City’s existing business license tax ordinance in the current economic marketplace, including any proposed amendment involving the relationship between license tax levies and sales tax generation; and (2) if appropriate, return at a future City Council meeting to present a proposal for Council review and consideration a proposed amendment on the ballot at the next municipal election that comprehensively updates the business license tax ordinance, currently codified in Chapter 5.08—License Fees and Taxes of Title 5—Business Taxes, Licenses, and Regulations of the Irwindale Municipal Code.

Analysis:

The City’s current business license tax ordinance has been in place without comprehensive review or substantial amendment since 1960. It is advisable to periodically review the provisions of the ordinance to assure they remain current and consistent with industry standards in light of changing economics for the City and its local businesses. In conducting such a review, it is important to consider the role that the City’s business license tax plays in a much broader set of factors that affect both the City’s portfolio of General Fund revenues and a business’s “cost of doing business” in Irwindale relative to other jurisdictions, including the business’s decision-making to relocate to/from Irwindale, or expand their business operations in Irwindale. These are obviously not mutually exclusive discussions and should occur hand-in-hand.

Staff is therefore recommending that any comprehensive review of the business license tax ordinance be accompanied by an economic impact study that addresses these factors and considerations. Such a study could be secured within the purchase authority of the City Manager. The report would be sought so that it could be presented to Council before Council would have to commit to proceed with any ballot measure.
Any change to the business license tax, which has the effect of increasing taxes, would require a vote of the electorate. The first step in initiating a ballot measure should take place by the end of May 2013, with a firm commitment before the measure may be withdrawn by mid-August.

Fiscal Impact: (Initial of CFO). It is estimated that an economic study to analyze the proposed business license tax ordinance amendment would not exceed $12,500.

Legal Impact: (Initial of Legal Counsel)

Contact Person: John Davidson, City Manager
Fred Galante, City Attorney
Ken Lee, Community Development Director

Coordinated With:

City Manager’s Office
Finance
Community Development
City Attorney
ROLL CALL: Present: Councilmembers Mark A. Breceda, David "Chico" Fuentes, Manuel R. Garcia; Mayor Pro Tem H. Manuel Ortiz; Mayor Julian A. Miranda

Also present: John Davidson, City Manager; Camille Diaz, Assistant City Manager; Fred Galante, City Attorney; Dennis Smith, Chief of Police; William Tam, Director of Public Works; Eva Carreon, Acting Director of Finance; Ken Lee, Director of Community Development/Planning; and Laura Nieto, Deputy City Clerk

RECESS TO CLOSED SESSION At 6:00 p.m., the Council recessed to Closed Session to discuss the following:

A) Property: Manning Pit / Little Property
   APN 8417-034-910 and APN 8417-034-911
   SWC Vincent Avenue / Arrow Highway

Negotiating Parties: City and Successor Agency
Under Negotiation: Price and Terms

ACTION: Direction provided; no reportable action taken

RECONVENE IN OPEN SESSION At 6:30 p.m., the Council reconvened in Open Session.

SPONTANEOUS COMMUNICATIONS None.

CONSENT CALENDAR

MOTION A motion was made by Councilmember Fuentes, seconded by Mayor Pro Tem Ortiz, to approve the Consent Calendar; reading resolutions and ordinances by title only and waiving further reading thereof. The motion was unanimously approved.

ITEM NO. 1A MINUTES

The following minutes were approved:

1) Regular meeting held February 13, 2013

ITEM NO. 1B WARRANTS

The warrants were approved.
END OF CONSENT CALENDAR

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 7:24 p.m.

Laura M. Nieto, CMC
Deputy City Clerk
## Accounts Payable

Checks by Date - Summary By Check Number

**City of Irwindale as Successor Agency to the Irwindale Community Redevelopment Agency**

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Report Total: 37,075.46

**SUCCESSOR AGENCY**

**ITEM NO. 1B**

**APRIL 24, 2013**
AGENDA REPORT

Date: April 24, 2013

To: Honorable Mayor and Members of the City Council
    Honorable Chairman and Successor Agency Board Members

From: John Davidson, City Manager

Subject: Approve Extension of Contract for Annual Audit Services

Recommendation:

Approve the extension of the existing contract with Lance, Soll & Lunghard, LLP to provide annual audit services for two additional years.

Background:

The City has an existing contract with Lance Soll & Lunghard, LLP (LSL) to conduct an audit of the City's financial operations, and to assist in the preparation of the City's Comprehensive Annual Financial Report (CAFR) and other required reports. The existing contract included the term of three fiscal years ending June 30, 2010 through June 30, 2012, with an option for a two year extension.

Prior finance department management went through a formal RFP process to secure these audit services. At that time, the City selected LSL because of their responsiveness to the City, their experience with the City's software and their knowledge and experience to assist the City through implementation of all new GASB reporting requirements.

Staff is recommending the City approve the two one-year contract extensions with LSL. The current audit firm's in-depth knowledge of the City's financial processes and operations provides valuable continuity, particularly with respect to the recent significant and complex changes with the dissolution of the redevelopment agency.

The two additional years will provide for audit services for fiscal years ending June 30, 2013 and June 30, 2014. The services provided in the annual audit will remain essentially the same as in prior years. These services are listed in the Scope of Services, and include:

- Financial audits of the City's and component unit financial statements;
- Preparation of the financial statements and notes to conform with generally accepted financial statements;
- Assistance in preparation of the City's CAFR in order to obtain GFOA Award of Excellence;
• Perform a review of the City's Proposition 4 (Gann Limitation) as required by Proposition 111 and issue required report;
• Single audit procedures and report if necessary (required if the City receives Federal funding over $500,000);
• Perform a review and make recommendations on the internal control structure and prepare separate reports to the City Council reporting any findings.

For the first three years of this contract, LSL included a 10% reduction in fees to the City. The two one-year extensions have a "not to exceed three percent (3%) CPI" provision should the City elect to extend the contract. Audit services are budgeted each year during the budget cycle. If approved, the budget for these services would be included in next year's budget as part of the budget process. The cost of audit services is allocated to the General Fund (80%), Special Mining Fund (20%), and Successor Agency Fund as itemized on the attached Quote for Audit Services (Appendix A).

Fiscal Impact:  

Legal Impact:  

Prepared By/Contact Person:  Eva Carreon, Director of Finance (626) 430-2221

John Davidson, City Manager
AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT

FOR AUDITING SERVICES

This AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT FOR AUDIT SERVICES ("Amendment") is made and entered into this 24th day of April, 2013, by and between the CITY OF IRWINDALE, a California municipal corporation ("City") and LANCE, SOLL & LUNGHARD, LLP, CPAs ("Contractor").

RECITALS

WHEREAS, on February 10, 2010, City, the former Irwindale Community Development Agency ("Agency") and Contractor entered into that certain Contract Services Agreement ("Agreement") for Contractor to provide auditing services for the City and Agency;

WHEREAS, the City is desirous of extending the Agreement to provide auditing services for the accounts of the City and its related agencies, including the City as Successor to the Agency following the dissolution of redevelopment in California per ABX1 26 and AB 1484, Irwindale Housing Authority and Irwindale Reclamation Authority; and

WHEREAS, parties wish to amend the existing Agreement pursuant to the terms of this Amendment to extend the services to cover auditing for the 2013 and 2014 Fiscal Years of the City and the aforementioned related agencies and provide for the fees for such services.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Contractor agree as follows:

1. Contract Sum. The provisions of Section 2.1 of the Agreement shall be amended to supplement the total contract sum payable to Contractor by the amount of $38,193 for Fiscal Year 2013 and $39,339 for Fiscal Year 2014 so that the Contract Sum of “ONE HUNDRED TWENTY SEVEN THOUSAND FOUR HUNDRED AND FORTY Dollars ($127,440)” referenced in Section 2.1 shall be amended to read “TWO HUNDRED FOUR THOUSAND NINE HUNDRED SEVENTY-TWO Dollars ($204,972)”. Except as so modified, the remaining provisions of Section 2.1 shall remain unmodified and in full force and effect.
2. Exhibit “A”. All references in Exhibit “A” to the Irwindale Community Redevelopment Agency to the Agreement shall be modified to reflect the City, as Successor Agency. Except as so modified, the remaining provisions of Exhibit “A” to the Agreement shall remain unmodified and in full force and effect.

3. Exhibit “B”. Exhibit “B” in the Agreement shall be supplemented by “Appendix A” attached to this Amendment, representing the additional fees proposed by Contractor for auditing services for Fiscal Years 2013 and 2014. Except as so modified, the remaining provisions of Exhibit “B” shall remain unmodified and in full force and effect.

4. Due Execution. The person(s) executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

5. Full Force and Effect. The parties further agree that, except as specifically provided in this Amendment, the terms of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date set forth above.

“CITY”

CITY OF IRWINDALE, a California municipal corporation

____________________________
Julian A. Miranda, Mayor

ATTEST

____________________________
Laura M. Nieto, Deputy City Clerk
APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Fred Galante
City Attorney

"CONTRACTOR"

LANCE, SOLL & LUNGHARD, LLP, CPAs

By: ______________________________
Name: __________________________
CITY OF IRWINDALE/IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

CONTRACT SERVICES AGREEMENT FOR

AUDITING SERVICES

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement") is made and entered into this 10th day of February 2010, by and between the CITY OF IRWINDALE, a public body corporate and politic, (herein "City") and LANCE, SOLL & LUNGHARD, LLP, CPAs (herein "Contractor").

NOW, THEREFORE, the parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Contractor shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Contractor warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

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

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

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "B" and incorporated herein by this reference, but not exceeding the maximum contract amount of ONE HUNDRED TWENTY SEVEN THOUSAND FOUR HUNDRED AND FORTY Dollars ($127,440) ("Contract Sum") for the audit services.

2.2 Method of Payment. Provided that Contractor is not in default under the terms of this Agreement, Contractor shall be paid within thirty (30) days after Contractor's delivery to the City of invoices specifically setting forth the tasks performed and as further set forth in the Schedule of Compensation.

CC: Finance 03.23.10
3.0 COORDINATION OF WORK

3.1 Representative of Contractor. Michael K. Chu is hereby designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith.

3.2 Contract Officer. Steve Blancarte, City Manager of the City of Irwindale, is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith ("Contract Officer"). The Executive Director of City shall have the right to designate another Contract Officer by providing written notice to Contractor.

3.3 Prohibition Against Subcontracting or Assignment. Contractor shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

3.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth. Contractor shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City.

4.0 INSURANCE AND INDEMNIFICATION

4.1 Insurance. The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Comprehensive General Liability Insurance. A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than either (i) a combined single limit of $500,000.00 or (ii) bodily injury limits of $250,000.00 per person, $500,000.00 per occurrence and $500,000.00 products and completed operations and property damage limits of $100,000.00 per occurrence and $100,000.00 in the aggregate.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any
persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than either (i) bodily injury liability limits of $250,000.00 per person and $500,000.00 per occurrence and property damage liability limits of $100,000.00 per occurrence and $250,000.00 in the aggregate or (ii) combined single limit liability of $500,000.00. Said policy shall include coverage for owned, non-owned, leased and hired cars.

All of the above policies of insurance shall be primary insurance and shall name the City, the Agency, its officers, employees and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or canceled without providing thirty (30) days prior written notice by registered mail to the City. In the event any of said policies of insurance are canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City.

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed]  
Agent Initials

The Contractor agrees that the provisions of this Section 4.1 shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances.

4.2 Indemnification. Contractor agrees to indemnify the City, its officers,
agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, including paying any legal costs, attorneys fees, or paying any judgment (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 or services of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the negligent acts or omissions of Contractor hereunder, or arising from Contractor's negligent performance of or failure to perform any term, provision covenant or condition of this Agreement, but excluding such claims or liabilities to the extent caused by the negligence or willful misconduct of the City.

5.0 TERM

5.1 Term. Unless earlier terminated in accordance with Section 5.2 below, this Agreement shall continue in full force and effect until terminated but not to exceed three (3) years with the city's option to extend for two one-year periods.

5.2 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of the notice of termination, the Contractor shall immediately cease all work or services hereunder except as may be specifically approved by the Contract Officer. In the event of termination by the City, Contractor shall be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination and for such additional services specifically authorized by the Contract Officer and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

6.0 MISCELLANEOUS

6.1 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor 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, marital status, national origin or ancestry.

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

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

6.4 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 Executive Director and to the attention of the Contract Officer, CITY OF IRWINDALE, 5050 N. Irwindale Avenue, Irwindale, California 91706, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement.

6.5 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.

6.6 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.

6.7 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.

6.8 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting 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.

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

6.10 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.
IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CITY:

CITY OF IRWINDALE,

Sol Benudiz,
Interim City Manager/Interim Executive Director

ATTEST:

Linda J. Kimbro, Deputy City Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

Fred Galante
City Attorney

CONTRACTOR:

LANCE, SOLL & LUNGHARD, LLP, CPAs

By:
Name: Rich Kikuchi
Title: Partner
Address: 203 N. Brea Blvd., Suite 203
Brea, CA 92821-4056

[END OF SIGNATURES]
EXHIBIT "A"

SCOPE OF SERVICES

The annual services that would be provided for the City of Irwindale would be as follows:

1. Contractor will perform an audit of all funds of the City of Irwindale that shall include the following oversight and component units:

   - City of Irwindale
   - Irwindale Community Redevelopment Agency
   - Irwindale Housing Authority
   - Irwindale Reclamation Authority

   The audit will be conducted in accordance with auditing standards generally accepted in the United States of America and Government Auditing Standards, issued by the Comptroller of the United States. The City's Comprehensive Annual Financial Report (CAFR) will be prepared and word processed by the Contractor. The CAFR will be in full compliance with GASB 34. The audit firm will render their auditors' report on the basic financial statements which will include both Government-Wide Financial Statements and Fund Financial Statements. The Contractor will also apply limited audit procedures to Management's Discussion and Analysis (MD&A) and required supplementary information.

2. Contractor shall conduct a financial and compliance audit of the Irwindale Community Redevelopment Agency. The compliance audit should include the provisions of laws and regulations identified in the Guidelines for Compliance Audits of California Redevelopment Agencies, issued by the State Controller. The Contractor shall prepare GASB 34 compliant component unit financial statements.

3. Contractor will perform a single audit on the expenditures of federal grants in accordance with OMB Circular A-133 and render the appropriate audit reports on Internal Control over Financial Reporting based upon the audit of the City's financial statements in accordance with Government Auditing Standards and the appropriate reports on compliance with Requirements Applicable to each Major Program, Internal Control over Compliance and on the Schedule of Expenditures of Federal Awards in Accordance with OMB Circular A-133. The single audit report will include appropriate schedule of expenditures of federal awards, footnotes, findings and questioned costs, including reportable conditions and material weaknesses and follow up on prior audit findings where required. Note: In recent years, the City has not had a Single Audit requirement due to funding being under required limits.

5. Contractor shall perform a review of the City's Proposition 4 (Gann Limitation) as required by Proposition 111. This review shall be conducted according to guidelines established by the League of California Cities. Contractor shall prepare and issue the Independent Accountant's Report of Agreed-Upon Procedures Applied to Appropriations Limit Worksheets.

5. Contractor shall prepare a management letter containing comments and recommendations for improving the accounting procedures and the systems for internal controls (control deficiencies not considered material weaknesses)

6. Contractor will prepare a letter to the City Council containing required communications about the audit process.

7. Delivery of the Redevelopment Agency - Component Unit Financial Statements and the Independent Auditors' Report is due by no later than November 30th of each fiscal year. This of course is assuming City has met all required deadlines as outlined in the Prepared by Client Listing and responded timely to all inquiries and requests.

8. Delivery of City CAFR and all other required reports in order to timely file for Government Finance Officers' Association Excellence in Financial Reporting Award each year.

9. Keep the City informed on state and national developments affecting accounting, audit and financial reporting issues.

10. On an as needed basis, provide basic advice and guidance on financial reporting.
EXHIBIT "B"

SCHEDULE OF COMPENSATION

All fees shall be based on an hourly rate specified below with a not-to-exceed maximum as indicated:

(a) The maximum fee for these services shall be as follows:

For the fiscal year 2009-10, 2010-11 and 2011-2012 (in accordance with Section 2.2, but no earlier than after Contractor's presentation of interim and final reports and Contractor's delivery of an invoice to City):

<table>
<thead>
<tr>
<th>Service</th>
<th>2009-10</th>
<th>2010-11</th>
<th>2011-12</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Irwindale Financial Audit</td>
<td>$25,560</td>
<td>$25,560</td>
<td>$25,560</td>
</tr>
<tr>
<td>Redevelopment Agency Audit</td>
<td>9,720</td>
<td>9,720</td>
<td>9,720</td>
</tr>
<tr>
<td>State Controller's Reports and Statement of Indebtedness</td>
<td>5,400</td>
<td>5,400</td>
<td>5,400</td>
</tr>
<tr>
<td>Single Audit *</td>
<td>1,800</td>
<td>1,800</td>
<td>1,800</td>
</tr>
<tr>
<td>Total</td>
<td>$42,480</td>
<td>$42,480</td>
<td>$42,480</td>
</tr>
</tbody>
</table>

*As applicable

Hourly rates:

<table>
<thead>
<tr>
<th>Role</th>
<th>2009-10</th>
<th>2010-11</th>
<th>2011-12</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partner</td>
<td>$198</td>
<td>$198</td>
<td>$198</td>
</tr>
<tr>
<td>Manager</td>
<td>$108</td>
<td>$108</td>
<td>$108</td>
</tr>
<tr>
<td>Senior In-Charge</td>
<td>$90</td>
<td>$90</td>
<td>$90</td>
</tr>
<tr>
<td>Staff</td>
<td>$81</td>
<td>$81</td>
<td>$81</td>
</tr>
</tbody>
</table>

The City has the option to extend the contract for two one-year periods not to exceed a total of five audit years with the cost for each option year adjusted a cost of living adjustment factor not to exceed three (3%) percent of the previous year.

Should extra work be required, such as a special Single Audit of Sub-Grantee records, or should any unusual circumstances arise (such as abnormal errors, misappropriations, etc.) that would make desirable more extensive detailed checking than normal audit procedures would require, it is agreed that such extended service shall be billed at the above rates. Contractor will provide a written proposal for additional services. These services and fees would be agreed to in advance of such work by the City and the Contractor.
### Appendix A

City of Irwindale  
Lance, Soll & Lunghard, LLP - Quote for Audit Services

<table>
<thead>
<tr>
<th>Financial Audits</th>
<th>Option Years</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FY 2013</td>
<td>FY 2014</td>
<td></td>
</tr>
<tr>
<td>City Audit and CAFR Preparation</td>
<td>$ 26,327</td>
<td>$ 27,117</td>
<td></td>
</tr>
<tr>
<td>Successor Agency</td>
<td>10,012</td>
<td>10,312</td>
<td></td>
</tr>
<tr>
<td>Single Audit *</td>
<td>1,854</td>
<td>1,910</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>$ 38,193</strong></td>
<td><strong>$ 39,339</strong></td>
<td></td>
</tr>
</tbody>
</table>

*Per major program*
The Irwindale HOUSING AUTHORITY met in regular session at the above time and place.

ROLL CALL: Present: Authority Members Mark A. Breceda, David "Chico" Fuentes, Manuel R. Garcia; Vice Chair H. Manuel Ortiz; Chair Julian A. Miranda

Also present: John Davidson, Executive Director; Camille Diaz, Assistant Executive Director; Fred Galante, Authority Attorney; Dennis Smith, Chief of Police; Eva Carreon, Director of Finance; Ken Lee, Director of Community Development/Planning; William Tam, Director of Public Works; and Laura Nieto, Assistant Authority Secretary

RECESS TO CLOSED SESSION At 6:00 p.m., the Housing Authority recessed to Closed Session to discuss the following:

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

A) Property: Las Casitas Senior Apartments 5164 Ayon Avenue Negotiating Parties: Northridge Group, Inc. Under Negotiation: Price and Terms

ACTION: Discussed; no reportable action taken

B) Property: 4826 Baca Avenue Negotiating Parties: Housing Authority and Nellie Diaz Under Negotiation: Terms of Purchase

ACTION: Discussed; direction provided; no reportable action taken.

RECONVENE IN OPEN SESSION At 6:30 p.m., the Housing Authority reconvened in Open Session.

SPONTANEOUS COMMUNICATIONS

JAMES HUNLEY James Hunley reiterated his previous allegations of fraud by a resident of the Irwindale senior apartments.

VERONICA SILVA BARBOSA LARA Veronica Silva Barbosa Lara said that it was not acceptable to make verbal attacks on mothers. She urged the Authority to not allow the previous speaker to slander and persecute members of such a great generation.
MARIA FIGUEROA  
Maria Figueroa thanked the Council and all involved in the work being done at Las Casitas.

ALBERT AMBRIZ  
Albert Ambriz suggested to all that they ignore negative comments and celebrate April as Autism of the Month as well as the exemplary work from the professionals at the Police Department.

ROSALVA BRECEDA  
Rosalva Breceda made allegations of racism against a previous speaker.

JAMES HUNLEY  
James Hunley said he does not think he is a racist and that he only wants to protect the City’s money.

CONSENT CALENDAR

MOTION  
A motion was made by Authority Member Breceda, seconded by Vice Chair Ortiz, to approve the Consent Calendar; reading resolutions and ordinances by title only and waiving further reading thereof. The motion was unanimously approved.

ITEM NO. 1A MINUTES  
The following minutes were approved:

1) Regular meeting held March 27, 2013

END OF CONSENT CALENDAR

NEW BUSINESS

ITEM NO. 2A COMPREHENSIVE OVERVIEW OF HOUSING GUIDELINES FOR LAS CASITAS SENIOR APARTMENTS

AUTHORITY ATTORNEY GALANTE  
Authority Attorney Galante discussed the staff report. He also discussed the definitions of “principal place of residence” and elaborated on the state law. He noted that some obligations are not in the former lease agreement and that some items were bolstered in the new regulatory agreement, which was approved in 2011.

VICE CHAIR ORTIZ  
Vice Chair Ortiz asked about occupancy requirements, to which Authority Attorney Galante stated that, in order to avoid an invasion of privacy, there is no specific requirement as to the number of days a tenant must physically be at Las Casitas. Vice Chair Ortiz felt that there needed to be certain requirements as to the number of days a resident spends at the unit.
Authority Attorney Galante indicated that the Board has discretion to provide different direction. He also noted that these types of issues can create monitoring problems, which Northridge would have to take on. He also noted that the Housing Authority performed the initial resident certification and that Northridge notified the Authority on any defaults. To date, there has not been a default that has not been remedied.

Tara Howard further discussed the staff report and the findings of RSG’s research.

Vice Chair Ortiz asked whether the guidelines were provided to the tenants when they signed their leases, to which Ms. Howard responded that the guidelines were a part of the application packets. Vice Chair Ortiz also asked if there was a way to incorporate a time frame to specify a length of time that a resident must occupy a unit, to which Ms. Howard noted that it was not typical to have that type of requirement.

Authority Member Fuentes asked whether any tenants’ rental amounts were “grandfathered in,” and requested to be informed as to how the market rate rental amounts would be determined, to which Ms. Howard advised that each of the two phases were separately defined and that both would have increases. She added that market rate units are set at the open market rates.

Vice Chair Ortiz asked about file retention, to which Ms. Howard indicated that the files should be maintained for the entire fifty-five year affordability period. She was of the opinion that Northridge should maintain a copy of the files so that they would be complete. When asked whether the files are public records, Ms. Howard confirmed that they are but that redactions would need to be made prior to disclosure.

Authority Member Fuentes asked Ms. Howard if, in her opinion, the Authority was in compliance with all regulations and guidelines. Ms. Howard confirmed that the Authority is in full compliance. Authority Member Fuentes requested that the recommendations made by RSG be brought forward at a future meeting for adoption.

Chair Miranda concurred and thanked RSG for their research.

A motion was made by Authority Member Fuentes, seconded by Vice Chair Ortiz, to bring forward the recommendations made by RSG for consideration at a future meeting. The motion was unanimously approved.

Authority Member Fuentes commented that it would be almost impossible to verify how often someone resides within his/her unit.
JAMES HUNLEY

James Hunley reiterated his previous allegations of fraud by a resident of the Irwindale senior apartments and threatened that the Councilmembers would lose their pensions if convicted of fraud. He said that he helped the Councilmembers get elected to office to stop what he perceived to be corruption. He also said that it is a conflict for Maggie Guzman to serve as Chair of the Senior Citizen Commission at the same time she resides at the senior apartments.

ALBERT AMBRIZ

Albert Ambriz noted that there are housing guidelines in place to prevent fraud and that there is also a monitoring phase. He reiterated that there is no fraud in the program and urged the Authority to move on.

ADJOURNMENT

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

Laura M. Nieto, CMC
Assistant Secretary
AGENDA REPORT

Date: April 24, 2013

To: Honorable Mayor and City Council of the City of Irwindale
   Honorable Chair and Commissioners of the Irwindale Housing Authority

From: John Davidson, City Manager

Subject: Joint Exercise of Powers Agreement between the City of Irwindale and the Irwindale Housing Authority, forming the Irwindale Joint Powers Authority to assist in financing public capital improvements and projects

City Manager's Recommendation:

1. That the City Council, adopt the following Resolution No. 2013-14-2608 entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, AUTHORIZING THE EXECUTION OF A JOINT EXERCISE OF POWERS AGREEMENT WITH THE IRWINDALE HOUSING AUTHORITY, ESTABLISHING THE IRWINDALE JOINT POWERS AUTHORITY," reading by title only and waiving further reading thereof.

2. That the Commissioners of the Irwindale Housing Authority adopt the following Resolution No. 2013-01-037 entitled: "A RESOLUTION OF THE IRWINDALE HOUSING AUTHORITY AUTHORIZING THE EXECUTION OF A JOINT EXERCISE OF POWERS AGREEMENT WITH THE CITY OF IRWINDALE, ESTABLISHING THE IRWINDALE JOINT POWERS AUTHORITY," reading by title only and waiving further reading thereof.

BACKGROUND/DISCUSSION:

The City of Irwindale ("Irwindale" or "City") and the Irwindale Community Redevelopment Agency ("Agency"), originally entered into a Joint Exercise of Powers Agreement on October 29, 1990, thereby creating the Irwindale Public Financing Authority. The Irwindale Public Financing Authority assisted the City with financing various public projects and improvements.

However, with the recent elimination of redevelopment in 2012 pursuant to AB x1 26, and AB 1484, the City’s Redevelopment Agency has been dissolved and replaced by the City as Successor Agency.
The City now contemplates financing new projects, and will continue to finance projects in the future. Entering into a new Joint Exercise of Powers Agreement between the City and the Irwindale Housing Authority will facilitate future financings of the City and the Housing Authority, and will replace the Irwindale Public Financing Authority in future financings.

The attached resolutions will approve of the Joint Exercise of Powers Agreement on behalf of the City and the Housing Authority, and will form the Irwindale Joint Powers Authority. The formation of the new Irwindale Joint Powers Authority will not affect prior financings, bonds, or contracts to which the Irwindale Public Financing Authority was originally party to.

**REQUESTED ACTION:**

That the City Council of the City of Irwindale and the Commissioners of the Housing Authority consider adopting the above-mentioned resolutions authorizing the execution of the Joint Exercise of Powers Agreement between the City and the Housing Authority.

**Fiscal Impact**

(Initial of CFO): None.

**Legal Impact**

(Initial of Legal Counsel)

**Contact Person**

Eva Carreon, Director of Finance/City Treasurer
(626) 430-2221

John Davidson, City Manager

**Attachments:**

Resolution of the City of Irwindale
Resolution of the Irwindale Housing Authority
Exhibit A – Joint Exercise of Powers Agreement
RESOLUTION NO. 2013-14-2608

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE,
CALIFORNIA, AUTHORIZING THE EXECUTION OF A JOINT EXERCISE OF
POWERS AGREEMENT WITH THE IRWINDALE HOUSING AUTHORITY,
ESTABLISHING THE IRWINDALE JOINT POWERS AUTHORITY

WHEREAS, the City of Irwindale (the “City”) is a general law city that is duly
organized under the laws of the State of California; and

WHEREAS, the Irwindale Housing Authority (the “Housing Authority”) and the
City have proposed forming a joint powers authority under the provisions of Article 1
(commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the Government
Code of the State of California (the “Joint Powers Law”), for the purpose of creating a
public agency which can assist the City and the Housing Authority with their respective
financings; and

WHEREAS, to that end, the City Council of the City wishes at this time to
approve the execution and delivery of a Joint Exercise of Powers Agreement between
the Housing Authority and the City, establishing the Irwindale Joint Powers Authority as
a joint powers authority under the Joint Powers Law.

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

SECTION 1. Recitals. Each of the above recitals is true and correct and is
adopted by the legislative body of the District.

SECTION 2. Establishment of the Irwindale Joint Powers Authority. The City
Council hereby approves the establishment of the Irwindale Joint Powers Authority (the
“Financing Authority”) under the Joint Powers Law, pursuant to the Joint Exercise of
Powers Agreement dated as of the effective date set forth in the Agreement, between
the Housing Authority and the City in the form attached hereto as Exhibit A and by this
reference incorporated herein. The Mayor of the City is hereby authorized and directed
to execute, and the City Clerk (or any assistant or deputy City Clerk) is hereby
authorized and directed to attest and affix the seal of the City to, said Joint Exercise of
Powers Agreement in the name and on behalf of the City, which approval to be
conclusively evidenced by the execution and delivery thereof.

Section 3. Authorization to Make Necessary Filings. The City Clerk of the City is
hereby authorized and directed to cause to be prepared, executed and filed any and all
reports, statements and other documents as may be required in order to implement the
establishment of the Financing Authority, including such forms as may be required by
Government Code Sections 6503.5 and 6503.7.

Section 4. Effective Date. This Resolution shall take effect immediately upon its
passage and adoption.
PASSED, APPROVED AND ADOPTED this 24th day of April, 2013.

Julian A. Miranda, Mayor

Attest:

Laura Nieto,
Deputy City Clerk

STATE OF CALIFORNIA  )
COUNTY OF LOS ANGELES ) §
CITY OF IRWINDALE  )

I, Laura Nieto, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution Number 2013-14-2608 was duly adopted by the City Council of the City of Irwindale at a regular meeting of said Council on the 24th day of April, 2013, and that it was so adopted by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:  

By: __________________________
Laura Nieto, Deputy City Clerk
RESOLUTION NO. 2013-01-037

A RESOLUTION OF THE IRWINDALE HOUSING AUTHORITY
AUTHORIZING THE EXECUTION OF A JOINT EXERCISE OF
POWERS AGREEMENT WITH THE CITY OF IRWINDALE,
ESTABLISHING THE IRWINDALE JOINT POWERS AUTHORITY

WHEREAS, pursuant to Resolution Number 87-15-1171 of the City of Irwindale
(the “City”), adopted on August 27, 1987 the City created the Irwindale Housing
Authority (the “Housing Authority”), a housing authority duly organized and existing
under the California Housing Authorities Law, codified as Health and Safety Code
Section 34200, et seq.; and

WHEREAS, pursuant to the California Housing Authorities Law, the
Commissioners of the Housing Authority, comprising the members of the City Council,
have authority to act on behalf of the Housing Authority; and

WHEREAS, the Housing Authority and the City have proposed forming a joint
powers authority under the provisions of Article 1 (commencing with Section 6500) of
Chapter 5, Division 7, Title 1 of the Government Code of the State of California (the
“Joint Powers Law”), for the purpose of creating a public agency which can provide
financial assistance to the Housing Authority and the City; and

WHEREAS, to that end, the Housing Authority wishes at this time to approve the
execution and delivery of a Joint Exercise of Powers Agreement between the Housing
Authority and the City, establishing the Irwindale Joint Powers Authority as a joint
powers authority under the Joint Powers Law.

NOW, THEREFORE, THE COMMISSIONERS OF THE HOUSING AUTHORITY
OF THE CITY OF IRWINDALE DO HEREBY RESOLVE, DETERMINE AND ORDER
AS FOLLOWS:

SECTION 1. Recitals. Each of the above recitals is true and correct and is
adopted by the legislative body of the District.

Section 2. Establishment of the Irwindale Joint Powers Authority. The Housing
Authority hereby approves the establishment of the Irwindale Joint Powers Authority
(the “Financing Authority”) under the Joint Powers Law, pursuant to the Joint Exercise
of Powers Agreement dated as of the effective date set forth in the Agreement, between
the Housing Authority and the City in the form attached hereto as Exhibit A and by this
referenced incorporated herein. The Chairperson of the Housing Authority is hereby
authorized and directed to execute, and the Secretary of the Housing Authority (or the
appropriate officer of the Housing Authority) is hereby authorized and directed to attest
and affix the seal of the Housing Authority (if any) to, said Joint Exercise of Powers Agreement in the name and on behalf of the Housing Authority, such approval to be
conclusively evidenced by the execution and delivery thereof.
Section 3. **Authorization to Make Necessary Filings.** The Secretary of the Housing Authority and the City Clerk of the City are hereby authorized and directed to cause to be prepared, executed and filed any and all reports, statements and other documents as may be required in order to implement the establishment of the Financing Authority, including such forms as may be required by Government Code Sections 6503.5 and 6503.7.

Section 4. **Effective Date.** This Resolution shall take effect immediately upon its passage and adoption.

PASSED, APPROVED AND ADOPTED this 24\textsuperscript{th} day of April, 2013.

____________________________
Julian A. Miranda, Chair

Attest:

____________________________
Laura Nieto, Secretary

STATE OF CALIFORNIA    )
COUNTY OF LOS ANGELES ) §
CITY OF IRWINDALE      )

I, Laura Nieto, Secretary of the Irwindale Housing Authority, do hereby certify that the foregoing Resolution Number 2013-01-037 was duly adopted by the Commissioners of the Housing Authority at a regular meeting of said Housing Authority on the 24\textsuperscript{th} day of April, 2013, and that it was so adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

By: ________________________________
Laura Nieto, Secretary
EXHIBIT A

JOINT EXERCISE OF POWERS AGREEMENT

IRWINDALE JOINT POWERS AUTHORITY

THIS JOINT EXERCISE OF POWERS AGREEMENT (the “Agreement”), dated __________, 2013, is by and between the City of Irwindale, a municipal corporation (the “City”), and the Irwindale Housing Authority (the “Housing Authority”), each duly organized and existing under the laws of the State of California;

WITNESSETH:

WHEREAS, agencies formed under Article 1 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the Government Code of the State of California are permitted to provide financing for any of their members in connection with the acquisition, construction and improvement of public capital improvements and other programs of such members, as defined in the Act; and

WHEREAS, agencies formed under the Act pursuant to a Joint Powers Agreement may also exercise power jointly possessed by the agencies or such other powers permitted under the Act; and

WHEREAS, the City and the Housing Authority wish to form an authority under the Joint Powers Law, to be known as the Irwindale Joint Powers Authority (the “Financing Authority”), for the purpose of providing an entity which can provide assistance to the Housing Authority and the City in their respective financing undertakings; and

WHEREAS, the Marks-Roos Local Bond Pooling Act of 1985 authorizes authorities formed under the Act to assist in the financing of public capital improvements to be owned by any of its members.

NOW, THEREFORE, in consideration of the above premises and of the mutual promises herein contained, the City and the Housing Authority do hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. Unless the context otherwise requires, the words and terms defined in this Article shall, for the purpose hereof, have the meanings herein specified.

“Act” means Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the Government Code of the State of California.

“Agreement” means this Agreement.

“Associate Member” means a Public Agency which is a party to an Associate Membership Agreement entered into by the Financing Authority and such Public Agency pursuant to Article VII hereof.

“Associate Membership Agreement” means an agreement between the Financing
ARTICLE II
GENERAL PROVISIONS

Section 2.01. Purpose. This Agreement is made pursuant to the Act providing for the joint exercise of powers common to the City and the Housing Authority, and for other purposes as permitted under the Act, the Bond Law and as agreed by one or more of the parties hereto. The purpose of this Agreement is to provide for the financing or
refinancing of Public Capital Improvements for, and working capital requirements of, the City, the Housing Authority and any Associate Member through the acquisition by the Financing Authority of such Public Capital Improvements and/or the purchase by the Financing Authority of Obligations of the City, the Housing Authority or an Associate Member pursuant to Bond Purchase Agreements and/or the lending of funds by the Financing Authority to the City, the Housing Authority or an Associate Member.

Section 2.02. Creation of Authority. Pursuant to the Act, there is hereby created a public entity to be known as the “Irwindale Joint Powers Authority,” which shall be a public entity separate and apart from the City and the Housing Authority, and shall administer this Agreement.

Section 2.03. Board

(a) Composition of Board; Chair. The Financing Authority shall be governed by a Board of Directors (the “Board”) consisting of five (5) directors (each a “Director”). Each member of the City Council of the City shall be a Director and member of the Board by virtue of being a member of the City Council of the City. All voting power of the Financing Authority shall reside in the Board.

The Mayor of the City Council of the City shall act as the Chair of the Board. The Chair shall perform the duties normal to said office and such duties as may be imposed by the Board.

(b) Call, Notice and Conduct of Meetings. All meetings of the Board, including without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act of the State of California (constituting Chapter 9 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California). The initial meeting of the Board shall be held on May 8, 2013 at 6:30 p.m., at City Council Chambers 550 N. Irwindale Avenue, Irwindale, California 91706.

(c) Quorum. A majority of the members of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. The affirmative votes of at least a majority of the Board members present at any meeting at which a quorum is present are required to take any action by the Board.

(d) Time and Place of Regular Meetings. In accordance with Section 54954 of the California Government Code, the Board shall provide for its regular meetings; provided, however, that at least one regular meeting shall be held each year. The date, hour and place of the holding of regular meetings shall be fixed by resolution of the Board and a copy of such resolution shall be filed with each of the City and the Housing Authority.

(e) Special Meetings. A special meeting may be called and held at any time in accordance with the Ralph M. Brown Act.

(f) Closed Sessions. Nothing contained in this Agreement shall be construed to prevent the Board from holding closed sessions during a regular or special meeting concerning any matter permitted by law to be considered in a closed session.

(g) Parliamentary Procedure. The presiding officer at the meeting shall determine the rules of conduct. The presiding officer may be guided by the rules of parliamentary procedure set forth in Robert's Rules of Order, but failure to follow Robert’s Rules of Order shall not affect the validity of any action or motion duly taken or adopted by the Board at any lawfully held meeting.
(h) **Minutes.** The Secretary shall cause to be kept minutes of the meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director and to the Members.

**Section 2.04. Bylaws.** The Board may adopt, from time to time, such bylaws, rules and regulations for the conduct of its meetings as are necessary for the purposes hereof.

**Section 2.05. Treasurer.** Pursuant to Section 6505.5 of the Joint Powers Law, the chief financial officer of the City is hereby designated as the initial Treasurer of the Financing Authority and, as such, shall perform the functions of the treasurer of the Financing Authority, as such functions are set forth in Section 6505.5 of the Joint Powers Law. Pursuant to Section 6505.1 of the Joint Powers Law, the Treasurer shall have charge of, handle and have access to all accounts, funds and money of the Financing Authority and all records of the Financing Authority relating thereto. As treasurer of the Financing Authority, the Treasurer has custody of all of the accounts, funds and money of the Financing Authority from whatever source.

In the event, but only in the event, that the Treasurer holds moneys for the account of the Financing Authority or the Members, the Treasurer shall verify and report in writing at least quarterly to the Board and the Members the amount of money so held, the amount of receipts since the last such report, and the amount paid out since the last such report.

**Section 2.06. Auditor.** Pursuant to Section 6505.5 of the Joint Powers Law, the person performing the functions of the chief financial officer of the City is hereby designated as the initial Auditor of the Financing Authority and, as such, shall perform the functions of the auditor of the Financing Authority, as such functions are set forth in Section 6505.5 of the Joint Powers Law.

As auditor of the Financing Authority, the Auditor shall draw warrants to pay demands against the Financing Authority when the demands have been approved by the Board and shall assure that there is strict accountability of all funds and reporting of all receipts and disbursements of the Financing Authority.

**Section 2.07. Other Officers and Employees of the Financing Authority.**

(a) **Other Officers/Employees/Consultants.** In addition to the Chair, the Treasurer and the Auditor, the officers/employees of the Financing Authority shall consist of an Executive Director, a Secretary and a General Counsel, who shall consist of the City Manager, the City Clerk and the initial General Counsel shall be City Attorney, respectively. The Board may appoint such assistants to act in the place of the officers of the Financing Authority (other than any Director) as the Board shall from time to time deem appropriate. The Board, by resolution, may appoint such other counsel as the Board so desires, including different general counsel than the City Attorney.

(b) **Duties of Executive Director.** The Chair or Executive Director shall perform such functions as are customary in the exercise of such a position, and as may be more specifically provided by the Board from time to time. The Executive Director shall have charge of the day-to-day administration of the Financing Authority and shall execute the directives of the Board. The Executive Director shall sign all contracts on behalf of the Financing Authority, except as may otherwise be provided by resolution of the Board.

Unless provided otherwise under applicable law, the Chair or any Director of the Financing Authority shall also be an authorized signatory on any Bonds and/or contracts of the Financing Authority.
(c) **Duties of Secretary.** The Secretary shall perform such functions as are customary in the exercise of such positions, and as may be more specifically provided by the Board from time to time. The Secretary shall have charge of the records of the Financing Authority and is responsible for recording the minutes of all meetings of the Board.

(d) **Duties of General Counsel.** The General Counsel shall perform such functions as are customary in the exercise of such positions, and as may be more specifically provided by the Board from time to time. The Board may hire counsel as it deems desirable.

(e) **Other Consultants and Contractors.** The Board shall have the power to appoint and employ such other consultants and independent contractors as may be necessary for the purposes of this Agreement.

(f) **Miscellaneous.** All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activities of officers, agents, or employees of a public agency when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement.

None of the officers, agents, or employees directly employed by the Board shall be deemed, by reason of their employment by the Board to be employed by any of the Members or, by reason of their employment by the Board, to be subject to any of the requirements of any of the Members.

**Section 2.08. Bonding of Officers.** From time to time, the Board may designate officers of the Financing Authority having charge of, handling or having access to any records, funds or accounts or other assets of the Financing Authority, and the respective amounts of the official bonds of such officers and such other persons pursuant to Section 6505.1 of the Joint Powers Law. In the event that any officer of the Financing Authority is required to be bonded pursuant to this Section 2.08, such bond may be maintained as a part of or in conjunction with any other bond maintained on such person by any Member, it being the intent of this Section 2.08 not to require duplicate or overlapping bonding requirements from those bonding requirements which are otherwise applicable to the Members.

**ARTICLE III**

**POWERS**

**Section 3.01. General Powers.** The Financing Authority shall exercise in the manner herein provided the powers common to the City and the Housing Authority, or as otherwise permitted under the Act, and necessary to the accomplishment of the purposes of this Agreement, subject to the restrictions set forth in Section 3.04. The Financing Authority shall have all powers permitted by the Bond Law.

As provided in the Act, the Financing Authority shall be a public entity separate from the City and the Housing Authority. The Financing Authority shall have the power to acquire and to finance or refinance the acquisition of Public Capital Improvements necessary or convenient for the operation of the City, the Housing Authority, or any Associate Member, and to acquire obligations of the City, the Housing Authority or any Associate Member.

**Section 3.02. Power to Issue Revenue Bonds.** The Financing Authority shall have all of the powers provided in the Act, including but not limited to Article 4 of the Act (commencing with Section 6584), and including the power to issue Bonds under the Bond Law.
Section 3.03. Specific Powers. The Financing Authority is hereby authorized, in its own name, to do all the acts necessary for the exercise of the foregoing powers, including but not limited to, any or all of the following:

(a) to make and enter into contracts;
(b) to employ agents or employees;
(c) to acquire, construct, manage, maintain or operate any Public Capital Improvement, including the common power of the City and the Housing Authority to acquire any Public Capital Improvement by the power of eminent domain;
(d) to sue and be sued in its own name;
(e) to issue Bonds and otherwise incur debts, liabilities or obligations, provided that no such Bond, debt, liability or obligation shall constitute a debt, liability, or obligation of the City or the Housing Authority;
(f) to apply for, accept, receive and disburse grants, loans and other aids from any agency of the United States of America or of the State of California;
(g) to invest any money in the treasury pursuant to Section 6505.5 of the Act that is not required for the immediate necessities of the Financing Authority, as the Financing Authority determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the Government Code of the State of California;
(h) to apply for letters of credit or other form of financial guarantees in order to secure the repayment of Bonds and enter into agreement in connection therewith;
(i) to carry out and enforce all the provisions of this Agreement;
(j) to make and enter into Bond Purchase Agreements;
(k) to purchase Obligations of the City, the Housing Authority or any Associate Member;
(l) to set any other terms and conditions on any purchase or sale pursuant to Section 6588 of the Act as it deems by resolution to be necessary, appropriate, and in the public interest, in furtherance of the purposes of the Bond Law; and,
(m) to exercise any and all other powers as may be provided in Section 6588 of the Act or in any Bond Law.

Section 3.04. Restrictions on Exercise of Powers. The powers of the Financing Authority shall be exercised in the manner provided in the Act and in the Bond Law, and, except for those powers set forth in Article 4 of the Act, shall be subject (in accordance with Section 6509 of the Act) to the restrictions upon the manner of exercising such powers that are imposed upon the City in the exercise of similar powers.

Section 3.05. Obligations of Authority. The debts, liabilities and obligations of the Financing Authority shall not be the debts, liabilities and obligations of the City or the Housing Authority. No member, officer, agent or employee of the Financing Authority is individually or personally liable for the payment of the principal of or premium or interest on any obligations of the Financing Authority or be subject to any personal liability or accountability by reason of any
obligations of the Financing Authority. Nothing herein contained relieves any such member, officer, agent or employee from the performance of any official duty provided by law or by the instruments authorizing the issuance of any obligations of the Financing Authority.

In addition, no Member shall assume any liability or responsibility for any debts, liabilities or obligations which may be incurred by the other Member in connection with the issuance of bonds or other obligations of the Financing Authority for the benefit of such other Member.

ARTICLE IV
METHODS OF PROCEDURE; CREDIT TO MEMBERS

Section 4.01. Assumption of Responsibilities by the Financing Authority. As soon as practicable after the date of execution of this Agreement, the Directors shall give notice, in the manner required by Section 2.03, of the organizational meeting of the Board. At said meeting the Board shall provide for its regular meetings as required by Section 2.03 and appoint the Secretary.

Section 4.02. Delegation of Powers. The City and the Housing Authority hereby delegate to the Financing Authority the power and duty to acquire, by lease, lease-purchase, installment sale agreements, or otherwise, or make loans to finance, such Public Capital Improvements as may be necessary or convenient for the operation of the City or the Housing Authority and to exercise the power of condemnation of the City as necessary in connection therewith.

Section 4.03. Credit to City and the Housing Authority. All accounts or funds created and established pursuant to any instrument or agreement to which the Financing Authority is a party, and any interest earned or accrued thereon, shall inure to the benefit of the City and the Housing Authority in the respective proportions for which such funds or accounts were created.

ARTICLE V
CONTRIBUTION; ACCOUNTS AND REPORTS; FUNDS

Section 5.01. Contributions. The City and the Housing Authority may in the appropriate circumstance when required hereunder: (a) make contributions from their treasuries for the purposes set forth herein, (b) make payments of public funds to defray the cost of such purposes, (c) make advances of public funds for such purposes, such advances to be repaid as provided herein, or (d) use its personnel, equipment or property in lieu of other contributions or advances. The provisions of California Government Code Section 65 13 are hereby incorporated into this Agreement.

Section 5.02. Accounts and Reports. To the extent not covered by the duties assigned to a trustee chosen by the Financing Authority, the Treasurer shall establish and maintain such funds and accounts as may be required by good accounting practice or by any provision of any trust agreement entered into with respect to the proceeds of any Bonds issued by the Financing Authority. The books and records of the Authority in the hands of a trustee or the Treasurer shall be open to inspection at all reasonable times by representatives of the City and the Housing Authority. The Treasurer, within 120 days after the close of each Fiscal Year, shall give a complete written report of all financial activities for such fiscal year to the City and the Housing Authority to the extent such activities are not covered by the report of such trustee. The trustee appointed under any trust agreement shall establish suitable funds, furnish financial
Section 5.03. Funds. Subject to the applicable provisions of any instrument or agreement which the Financing Authority may enter into, which may provide for a trustee to receive, have custody of, and disburse Authority funds, the Treasurer of the Financing Authority shall receive, have the custody of, and disburse Authority funds as nearly as possible in accordance with generally accepted accounting practices, shall make the disbursements required by this Agreement or to carry out any of the provisions or purposes of this Agreement.

Section 5.04. Annual Budget and Administrative Expenses. The Board may adopt a budget for administrative expenses, which shall include all expenses not included in any financing issue of the Financing Authority, annually prior to July 1st of each year. The estimated annual administrative expenses of the Financing Authority shall be allocated by the Financing Authority to the City and the Housing Authority as it deems desirable.

ARTICLE VI
TERM

Section 6.01. Term. This Agreement shall become effective as of the date hereof and shall continue in full force and effect so long as any Bonds remaining outstanding or so long as the Financing Authority shall own any interest in Public Capital Improvements, whichever is longer.

Section 6.02. Disposition of Assets. Upon termination of this Agreement, all property of the Financing Authority, both real and personal, shall be divided among the parties hereto in such manner as shall be agreed upon by the parties.

ARTICLE VII
ASSOCIATE MEMBERSHIP AGREEMENTS

Section 7.01. Power to Enter Into Association Membership Agreements. In addition to those powers specified in this Agreement, the Financing Authority shall have the power to enter into Associate Membership Agreements with any Public Agency upon the approval thereof by the Board.

Section 7.02. Contents of Associate Membership Agreement. Each Associate Membership Agreement shall:

(a) State that the Public Agency is an associate member of the Financing Authority;

(b) Specify that the purpose of the Associate Membership Agreement is to facilitate the financing of the acquisition by the public agency of Public Capital Improvements, or financing working capital requirements of the Associate Member, necessary for the governmental operation of the Public Agency at a cost (taking into account the cost of such financing) which is less than would be possible if the Public Agency were to acquire the Public Capital Improvements or finance its working capital requirements independently of the Financing Authority;
(c) Restrict the powers of the Public Agency with respect to the Financing Authority to those enumerated in this Article VII;

(d) Specify that the Public Agency shall not have the power to: (i) vote on any action to be taken by the Financing Authority; or (ii) become an officer of the Financing Authority or a Director; and

(e) Specify the fees, if any, to be charged the Public Agency for its participation in financings of the Financing Authority.

Section 7.03. Approval of Associate Membership Agreements. In determining whether to approve an Associate Membership Agreement with a public agency which proposes to be an Associate Member, the Directors may take into account any criteria deemed appropriate to the Directors, including but not limited to the financial well-being of such public agency and the nature of the Public Capital Improvement or the working capital requirements which such public agency proposes to finance.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

Section 8.01. Notices. Notices hereunder shall be in writing and shall be sufficient if delivered to the notice address of each party hereto for legal notices or as otherwise provided by a party hereto in writing to each of the other parties hereto.

Section 8.02. Section Headings. All section headings in this Agreement are for convenience of reference only and are not to be construed as modifying or governing the language in the section referred to or to define or limit the scope of any provision of this Agreement.

Section 8.03. Consent. Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

Section 8.04. Law Governing. This Agreement is made in the State of California under the constitution and laws of the State of California and is to be so construed.

Section 8.05. Amendments. This Agreement may be amended at any time, or from time to time, except as limited by contract with the owners of Bonds issued by the Financing Authority or certificates of participation in payments to be made by the Financing Authority or the City or the Housing Authority or by applicable regulations or laws of any jurisdiction having authority, by one or more supplemental agreements executed by all of the parties to this Agreement or for any other purpose including, without limitation, addition of new parties (including any legal entities or taxing areas heretofore or hereafter created) in pursuance of the purposes of this Agreement.

Section 8.06. Enforcement by Authority. The Authority is hereby authorized to take any or all legal or equitable actions, including but not limited to injunction and specific performance, necessary or permitted by law to enforce this Agreement.

Section 8.07. Severability. Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.
Section 8.08. Successors. This Agreement shall be binding upon and shall inure to
the benefit of the successors of the City of the Housing Authority, respectively. Neither
the City nor the Housing Authority may assign any right or obligation hereunder without
the written consent of the others.

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

CITY OF IRWINDALE

By ________________________________

Julian A. Miranda, Mayor

[S E A L]

Attest:

________________________________
Laura Nieto, Deputy City Clerk

IRWINDALE HOUSING AUTHORITY

By ________________________________

Julian A. Miranda, Chair

[S E A L]

Attest:

________________________________
Laura Nieto, Secretary