David Fredendall, Mayor, District 2
Karen Davis, Mayor Pro Tem, District 4
Michael Allawos, Councilmember, District 1
Shaunna Elias, Councilmember, District 3
Mendell Thompson, Councilmember, District 5

CITY COUNCIL, SUCCESSOR AGENCY AND HOUSING AUTHORITY

7:00 PM GENERAL SESSION

Tuesday, March 24, 2026
City Hall Council Chamber
116 E. Foothill Boulevard, Glendora

AGENDA

CALL TO ORDER

ROLL CALL

INVOCATION AND PLEDGE OF ALLEGIANCE

In permitting a nonsectarian invocation, the City does not intend to proselytize, advance, or disparage any faith or belief. Neither the City nor the City Council endorses any particular belief or form of invocation.

HIGH SCHOOL STUDENT REPORTS

1. **High School Student Reports**

REORDERING OF AND ADDITIONS TO THE AGENDA

PUBLIC COMMENT

The City of Glendora encourages community participation at its public meetings. Speakers are limited to three minutes, and time may not be shared or transferred. A total of 30 minutes is reserved for public comment, which may be extended by majority vote of the legislative body. At regular meetings, comments may address both agenda and non-agenda items during the Public Comment portion, with additional opportunities to speak provided during Public Hearings. At special meetings, public comment is limited to agenda items. Residents may participate in person or submit comments by email, phone, mail, or other available methods. Participation options may be adjusted if a State of Emergency, Health Order, or Executive Order limits in-person attendance. For more information, see the Guide to Public Meetings and Participating in Public Meetings on the City's website at www.cityofglendora.gov/citymeetings.

2. **Public Comments Received**

MEMBER STATEMENTS/REPORTS

CITY MANAGER AND CITY ATTORNEY STATEMENTS

SPECIAL ITEMS

3. **A Proclamation Proclaiming March 23-27 as Government Finance Professionals Week**

4. **Update on Addressing Homelessness - March 2026**
   Recommended Action for the City Council:
   — 1. Receive and file the update.

PUBLIC HEARINGS

Public hearings shall conform to the protocol established to conduct of public meetings, proceedings, and business in the City of Glendora. Following presentation of the staff report, the applicant/appellant will be allowed ten (10) minutes in which to make a presentation. Following the presentation of the applicant/appellant public testimony share be called, each speaker is limited to three (3) minutes, speaking once. The Presiding Officer may permit a five (5) minute rebuttal/summation by a representative of applicant/appellant. The public hearing will then be closed, and no member of the public shall be allowed to speak further unless, upon motion, and the public hearing is reopened by the governing body. Any person desiring to provide testimony during a Public Hearing item shall make his/her presence known to the Presiding officer. Speakers are entitled to submit written or other graphic evidence. All such evidence presented shall be retained by the City Clerk as part of the Clerk's record.
PLEASE NOTE: If you challenge any of the proposed action(s) in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the public hearing.

5. **Consideration of Proposed Funding Recommendations for the FY 2026-27 Community Development Block Grant (CDBG) Funds**

   Recommended Actions for the City Council:

   — 1. Review and accept the proposed funding recommendations for the FY 2026-2027 One-Year Action Plan; and

   — 2. Commence the required 30-day public comment period for the FY 2026-2027 Plan.

CONSENT CALENDAR

Items on the Consent Calendar will be enacted by one motion without individual discussion. There will be no separate discussion of these items unless a member of the governing body requests specific item(s) be removed from the Consent Calendar for separate action. Items removed from the Consent Calendar will be considered after the Consent Calendar is approved. Anyone wishing to address a Consent Calendar item should do so during the Public Comment Period.

6. **Affirm minutes from the March 10, 2026 meeting**

   Recommended Action for the City Council, Successor Agency and Housing Authority:

   — 1. Affirm minutes as presented.

7. **City of Glendora and Glendora Successor Agency Investment Report for February 2026**

   Recommended Action for the City Council and Successor Agency:

   — 1. Receive and file the Monthly Investment Activity Report for February 2026.

8. **Consideration of Amendment No. 2 to the Contract Services Agreement with Environment Planning Development Solutions, Inc., dated May 24, 2022 for additional environmental services related to the North Glendora Reservoir replacement project in an amount not to exceed $17,575 for additional services**

   Recommended Actions for the City Council:

   — 1. Approve Amendment No. 2 ("Amendment") to the Contract Services Agreement ("Agreement") with Environment Planning Development Solutions, Inc. (dba EPD Solutions) dated May 24, 2022, extending the Term of the Agreement and increasing the contract sum by $17,575 to a total amount not to exceed $190,191;

   — 2. Authorize the City Manager to execute Amendment No. 2, including minimal and/or non-substantive changes; and

   — 3. Authorize the City Manager to extend the term of the Agreement by two additional one-year periods.

9. **Amendment No. 1 to the Agreement for Contract Services with JMDIAZ, Inc. for Engineering and Land Development Services**

Recommended Actions for the City Council:

— 1. Approve Amendment No. 1 ("Amendment") to the Contract Services Agreement (the "Agreement") with JMDiaz, Inc. ("JMD") extending the contract term by one year and increasing the compensation due to JMD under the Agreement by $349,000 to a total amount of $570,000; and

— 2. Authorize the City Manager to execute the Amendment.

10. **Consider Amendment No. 4 to the Contract Services Agreement with CSG Consultants, Inc. for Building Plan Review and Inspection Services for an additional one-year term and an amount not to exceed $1,810,000**

Recommended Actions for the City Council:

— 1. Approve Amendment No. 4 to the Contract Services Agreement with CSG Consultants, Inc., extending the contract term by one year and increasing the contract amount by $425,000, a new not-to-exceed total of $1,810,000; and

— 2. Authorize the City Manager to execute the agreement.

11. **Consideration of a Construction Contract to Harbor Construction Coating & Restoration, Inc. for the Mary E. & Clement M. La Fetra Center Stairs Replacement Project in an amount not to exceed $234,600**

Recommended Actions for City Council:

— 1. Adopt a Categorical Exemption from the California Environmental Quality Act pursuant to Section 15301(d) of the California Code of Regulations (CEQA Guidelines);

— 2. Approve the Construction Contract with Harbor Coating Construction & Restoration Inc. for the Mary E. & Clement M. La Fetra Center Staircase Replacement Project, Plan No. 1387, in the amount of $234,600;

— 3. Authorize a contingency for necessary change orders in an amount not to exceed 10% ($23,460) of the total contract amount ($234,600) for a total authorization not to exceed $258,060; and

— 4. Authorize the City Manager or his designee to execute the Contract and approve change orders within the approved contingency amount, including minimal and/or non-substantive changes.

12. **Notice of Completion for Resurfacing of Finkbiner Park Skate Park**

Recommended Actions for the City Council:

— 1. Accept and Approve the Notice of Completion for the Resurfacing of Finkbiner Park Skate Park project by California Skateparks Inc.; and

— 2. Authorize the Mayor to sign the Notice of Completion for recordation.

MEMBER AGENDA ITEMS

13. **Unscheduled Vacancy on the Water Commission Update (Office No. 3; Term Expiring: June 30, 2029)**

Recommended Actions for the City Council:

— 1. Provide direction to staff on next steps regarding the recruitment to fill the unscheduled vacancy on the Water Commission.

UNFINISHED BUSINESS

14. **Consideration of a Resolution adopting an updated legislative platform to be used as the background to review proposed legislation and requests for support/opposition**

Recommended Action for the City Council:

— 1. Review and approve the FY 2025-2027 State and Federal Legislative Platform; and

— 2. Adopt a City Council Resolution entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENDORA ADOPTING AN AMENDED ADMINISTRATIVE POLICY FOR A LEGISLATIVE ADVOCACY PROGRAM."

15. **Information on Citizen Ad-Hoc Committees, City Council Sub-Committees, and Direction on the Use of One-Time Funds**

Recommended Actions for the City Council:

— 1. Receive a report on citizen ad-hoc committees and City Council sub-committees and provide direction, as necessary; and

— 2. Provide direction, as necessary, on the use of one-time funds.

NEW BUSINESS

16. **Annual Report for the Business Improvement District and Consideration of a Resolution of Intent to Levy and Collect Assessments for Fiscal Year 2026-2027 For the Glendora Village Business Improvement District**

Recommended Actions for the City Council:

— 1. Approve the FY 2026-2027 Business Improvement District Annual Report; and

— 2. Adopt a City Council Resolution entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENDORA DECLARING THE CITY COUNCIL'S INTENT TO LEVY AND COLLECT ASSESSMENTS FOR THE FISCAL YEAR 2026-2027 FOR THE GLENDORA VILLAGE BUSINESS IMPROVEMENT DISTRICT AND SETTING A TIME AND PLACE FOR A PUBLIC HEARING CONCERNING THE LEVY OF THE ANNUAL ASSESSMENTS"

17. **2025 General Plan Annual Progress Report and the Housing Element Implementation Annual Progress Report**

Recommended Action for the City Council:

— 1. Receive and file the 2025 General Plan Annual Progress Report and the Housing Element Implementation Annual Progress Report.

MEMBER/STAFF CLOSING COMMENTS

ADJOURNMENT

Date Posted: March 17, 2026 06:00 pm

Proclamation

The City of Glendora

State of California

WHEREAS, *the California Society of Municipal Finance Officers (CSMFO) is the state's leading professional organization dedicated to promoting excellence in financial management for California's local governments; and*

WHEREAS, *government finance professionals serve cities, counties, special districts, and joint powers authorities, by ensuring transparency, accountability, and responsible stewardship of public funds; and*

WHEREAS, *these professionals play a critical role in managing complex budgets, complying with state and federal laws, maintaining accurate financial reporting in compliance with government accounting standards, administering utility rate processes and enterprise funds; and supporting long-term financial sustainability; and*

WHEREAS, *California's financial landscape—shaped by Proposition 13, Proposition 218, the Gann Appropriations Limit, CalPERS pension obligations, and fluctuating economic conditions—requires expert analysis and sound financial leadership; and*

WHEREAS, *finance professionals work diligently, often behind the scenes, to provide critical information that enables informed policy decisions and ensures the delivery of essential public services; and*

WHEREAS, *recognizing Government Finance Professionals Week during the last week of March helps highlight the dedication, integrity, and professionalism of these essential public servants;*

NOW, THEREFORE, *we, the City Council of the City of Glendora, do hereby proclaim March 23 thru March 27, 2026, as*

"Government Finance Professionals Week"

in the City of Glendora and encourage all residents to recognize and appreciate the hard work and contributions of the finance professionals who serve our community.

IN WITNESS WHEREOF, *I have hereunto set my hand and caused the Seal of the City of Glendora to be affixed this 24th day of March 2026.*

CITY OF GLENDORA INCORPORATED 1911 — INDUSTRY — AGRICULTURE — RESIDENTIAL

City of Glendora

David Fredendall

David Fredendall, Mayor

Karen Davis, Mayor Pro Tem
Michael Allawos, Council Member
Mendell Thompson, Council Member
Shaunna Elias, Council Member

STAFF REPORT

TO: Mayor and Council Members **DATE:** March 24, 2026

FROM: Recreation and Human Services **DISTRICT(S):** Citywide

SUBJECT: Update on Addressing Homelessness - March 2026

RECOMMENDATION
That the City Council:

1. Receive and file the update.

STRATEGIC FOCUS AREAS

- Goal 6: Implement Strategic Homelessness Solutions (ISHS)

EXECUTIVE SUMMARY
This report serves as an update on the efforts taken and programs implemented by the City to address the challenge of homelessness. Staff have directed City resources toward direct assistance to unsheltered residents while also providing case management, referrals, and financial assistance to housed residents experiencing housing instability. With major changes taking place impacting funding sources and the broader system of homeless service delivery, City homeless programs have remained consistent in their approach to addressing homelessness. The efforts and programs implemented to date reflect the City's response to ongoing concerns related to the challenge of homelessness in Glendora, through a proactive and holistic approach that balances maintaining order in public areas while providing individuals experiencing housing crises access to needed services.

LEGISLATIVE HISTORY / PREVIOUS ACTIONS
On September 23, 2025, the City Council received an update on the efforts undertaken to address homelessness in Glendora since March 2025.

On October 14, 2025, the City Council approved a memorandum of agreement with the San Gabriel Valley Council of Governments and the City of Glendora distribution and use of Measure A Local Solutions Funds. The City Council approved an increase in estimated revenues and supplemental appropriation of $180,536 in the FY 2025-27 adopted two-year budget.

On December 9, 2025, the City Council received a presentation from City Net staff on the results of the 2025 Homeless Survey conducted on September 23 and September 25, 2025.

On January 13, 2026, the City Council received an update on the Exclusive Negotiating Agreement with Mercy Housing related to the disposition and development of 1762 Dale Road.

DISCUSSION
Homeless Count

On January 21st, 2026, the City of Glendora participated in the Greater Los Angeles Homeless Count, an annual count that fulfills a mandate by the United States Department of Housing and Urban Development (HUD) to take an inventory of individuals who are sheltered and unsheltered within a Continuum of Care (CoC). This data helps the government and service providers analyze trends and shifts in homelessness and respond with the appropriate resources. The La Fetra Center was used as the deployment site for the City's count and Human Services staff coordinated the nights events. City Council members and Community Services Commissioners participated along with the L.A. CADA outreach team, local residents, county staff, and the Glendora Police Department.

The results of the count will be evaluated by a team of researchers from the University of Southern California Suzanne Dworak-Peck School of Social Work, LAHSA and HUD, and will be made available later this summer. Multipliers will be applied to the raw data collected the night of the count to account for variations in household size for observed dwellings such as vehicles and tents, where the number of individuals inside may be difficult to determine. The research team maintains that this provides the most statistically accurate view of homelessness at the Service Provider Area (SPA) level.

On September 23rd and 25th, 2025, the City of Glendora conducted its own detailed homeless count and survey with contractor, City Net. This survey, the third conducted by City Net, was funded through an existing allocation from the Human Services Division budget. City Net staff were deployed throughout the city with Glendora police officers, L.A. CADA and Human Services staff who encountered individuals and completed questionnaires to gather data about population demographics, residency and homelessness history, income and health information. Participants were also questioned about current services received and interest in housing resources. Teams conducted surveys during daytime and evening hours and accounted for duplicate responses and to ensure an accurate final count. 64 individuals were counted during this survey, a decline since the 2023 City Net survey encountered 106 individuals and the 2021 survey encountered 113 individuals.

Funding Changes

Since the last update to the City Council, the City is no longer receiving Measure H funds. The City had received $100,000 in Measure H grant funds to be used for homeless services and spent $91,266.59 by the end of the grant period.

On April 1, 2025, the Los Angeles County Measure A sales tax went into effect, which repealed and replaced the previous Measure H sales tax. This sales tax funds homeless housing and services and includes, in part, affordable housing development, mental health and addiction treatment, and outreach services to children, families, veterans, and domestic violence survivors. 60% of the funds raised with this tax are allocated to comprehensive homeless services through the Local Solutions Fund. Revenue from the Measure A sales tax is also shared with other Los Angeles County programs, the Los Angeles County Development Authority, and the LA County Affordable Housing Solutions Agency (LACAHSA).

In October, 2025, the City of Glendora received a grant of $180,536 from the Measure A Local Solutions Fund for specific categories of homeless services. The city programs that are currently being funded this fiscal year 2025-2026 include: interim housing/motel vouchers, move-in assistance, landlord incentives, flexible rent subsidies, problem solving, case management direct costs, and case management indirect costs.

The table below highlights total expenses made with Measure A funding to date:

Measure A Expenses (Nov 2025 - Feb 2026)		
Expense Category	Households Served	Amount

Interim Housing	4	$5,996.94
Financial Assistance	1	$463.50
Landlord Incentives	0	$0.00
Flexible Rent Subsidies	0	$0.00
Problem Solving	1	$2,300.00
Case Management		$78,125.00
Admin Costs		$9,375.00
Total Spent		**$96,260.44**

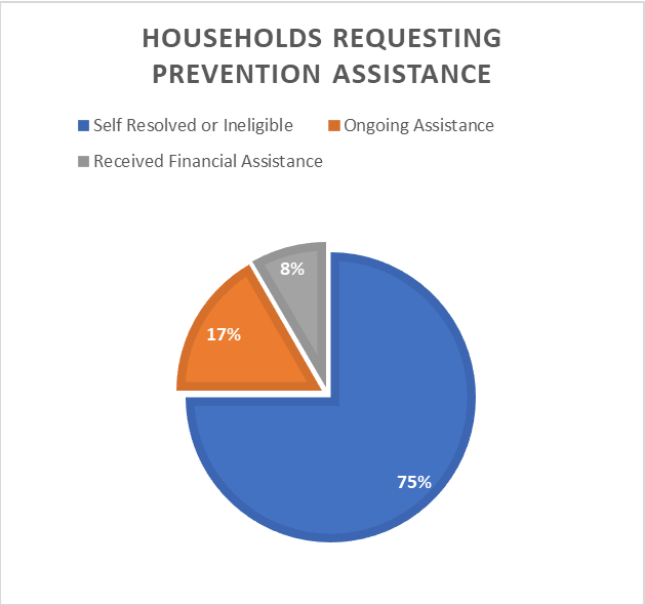
As mentioned, LACAHSA is another recipient of Measure A funds and receives 33.75% of this tax revenue to support production and preservation of affordable housing and provide homeless prevention services to residents in Los Angeles County. As LACAHSA's Homelessness Prevention program is implemented this year, the City of Glendora will partner with homeless and mental health service provider, Sycamores, to support households at-risk of eviction, providing financial assistance and case management. The role of City staff will be to receive referrals from the community and facilitate linking eligible households to Sycamores staff who will provide direct housing stabilization support.

Preventing Homelessness

To reduce the inflow of homelessness for new households the Human Services Division continues to provide supportive services to residents who are at risk of losing their housing. Services currently include referrals to homeless service providers like Union Station Homeless Services or guidance navigating available household assistance programs. Minimal financial assistance may be available for eligible households if no other financial assistance can be attained through other means. Limited Measure A funds are available for this purpose.

Human Services staff coordinate with organizations like the YWCA, Shepherd's Pantry, Catholic Charities, and Helping Hands Senior Foundation. In response to an increase in requests from housed seniors Human Services staff have begun meeting monthly as a "Senior Taskforce" with Glendora Police Department CIT members and a Department of Mental Health Clinician. This group discusses households that may require additional follow-up to learn about resources like: local caregivers, meal delivery, utility assistance, and medical care coordination.

The majority of homeless prevention requests are followed by multiple conversations with Human Services staff to provide resources and referrals. Since November 2025, 11 requests for assistance have been received from households at imminent risk of losing their housing. Many of these households were given resources and information to help them self-resolve, and only 1 of these households that were eligible for assistance were provided financial assistance to prevent loss of shelter. Measure A Problem Solving funds were used to pay for a $2,300.00 security deposit for this household so they could relocate to a more affordable unit after they received a notice to pay-or-quit.



Addressing Community Concerns

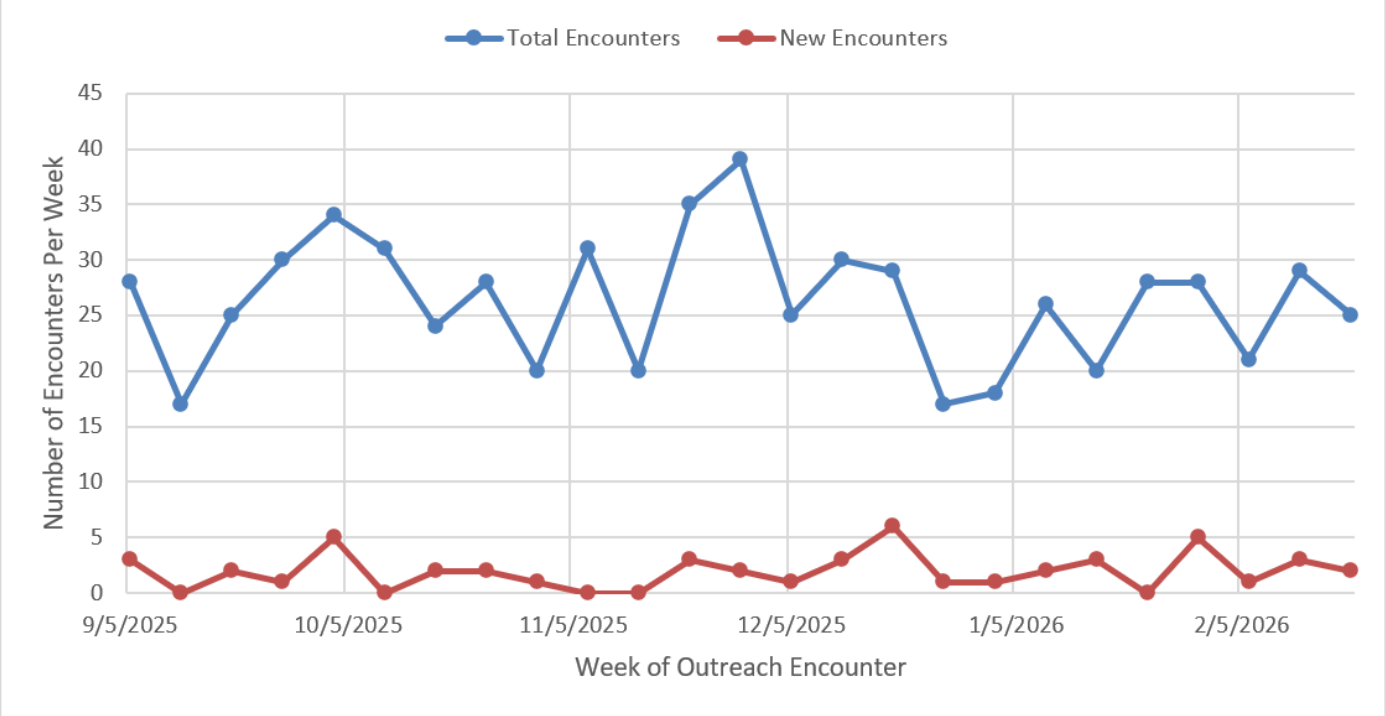
The City has continued to respond to homelessness-related community concerns through the balanced approach of maintaining public safety while providing a range of social services and progressive, trauma-informed, rapport building with individuals experiencing housing crises. A Homeless Task Force, comprised of Human Services staff, the newly expanded Glendora Police Department Community Impact Team (CIT), a Department of Mental Health (DMH) clinician and L.A. CADA outreach workers meet monthly to discuss current homeless related concerns. The DMH clinician accompanies a CIT officer each week as part of the Mental Evaluation Team (MET) program, conducting community-based crisis intervention, assessments, and mental health holds, as appropriate. This team responds to all mental health crisis calls regardless of housing status. This multi-disciplinary approach allows staff to understand local homelessness from different perspectives and provide interventions to individuals who may be housed but at-risk of homelessness, those who are currently without shelter, and those who have obtained housing but may need additional support. While the entire Glendora Police Department responds to homelessness related issues throughout the city, the department's CIT gives particular attention to these areas such as camping on private property, crime, litter, and mediating wildfire risks.

City departments have continued to coordinate to respond to concerns expressed by residents which include encampments near residential communities and public open spaces, trash accumulation, and reports of behavior creating a public disturbance. Since the November 2025 update, there have been three environmental services cleanups at encampments around Lone Hill Ave and in the South Hills. The total cost of this trash, debris, and biohazard material removal and remediation was $25,151.50.

Outreach and Outcomes

The L.A. CADA outreach team continues to be the primary method of providing supportive services to unsheltered residents of Glendora. Their services range from transportation to county facilities to access benefits, coordination of medical, mental health, and substance abuse treatment, employment resource support, referrals to interim housing, and assistance obtaining vital documents.

L.A. CADA provides Human Services staff weekly updates about the type and quantity of services provided, allowing the City to track and respond to changing trends quickly. The graph below shows the trend in the number of total outreach encounters the LA CADA team has had between September 2025 and February 2026 and the number of encounters with new individuals during the same period. During this period there were 658 total encounters, 49 of which were new encounters. A new encounter is an intentional interaction, with an individual not already contacted, to provide or offer services meant to address basic needs and move the individual closer to housing. The majority of encounters are follow-ups with existing clients, however, and the same individual may have multiple services provided in a given week.



Human Services staff utilize GIS data from these encounters as well as outreach requests from the community to direct outreach services to specific areas. Outreach staff have conducted targeted outreach, for example, to the area surrounding Lone Hill Ave and the 210 freeway, to provide a variety of services to individuals who frequent the area. The Glendora PD Community Impact Team has been essential in helping outreach staff access many of these areas and build rapport with individuals who may otherwise remain isolated from the public.

In September 2025 the outreach team began partnering with a multi-disciplinary mobile medical team from East Valley Community Health Center, providing on-site medical and behavioral health services and referrals to their brick and mortar clinics for advanced needs or dental, vision, and prescription services. This team partners with L.A. CADA to provide street-based medicine services bi-weekly.

Since September, 2025, the team has helped 11 individuals obtain interim housing and 2 individuals obtain permanent housing. The team has also facilitated 100 health services and 36 benefits-related services.

- A youth, who the outreach team has continued to support since helping them obtain transitional student housing, reached the maximum length of stay in their program and decided they would like to reunite with family out of state. The team helped the youth move out of their housing, confirmed that their family would

accept them into a safe and stable home, and purchased the airfare for them to return home. The outreach team transported the youth to the airport and will be in touch as they adjust to their new environment.

- Outreach team met an individual who was living in his vehicle while trying to maintain full-time employment. He became injured during this time and had to restrict his employment. The team engaged him further and found he was eligible for the Azusa Resource Center interim housing program and facilitated a referral that resulted in him receiving an intake. The individual is doing well and returning to employment.
- Outreach team received a referral for an individual who appeared to be in altered mental state and was walking in the community without shoes. After some difficulty engaging, the team consulted with Department of Mental Health staff and it was determined that the individual had been under conservatorship and had been missing from their previous housing and was in need of higher level of care. The team assisted the individual in being reconnected to health services and housing.
- Outreach team met a woman from Los Angeles who had experienced homelessness for many years and had a history of encounters with multiple service providers. She had been recently released from jail and was interested in shelter. They obtained an intake, and provided transportation, to a transitional housing program in Los Angeles.

Motel Voucher Program

While homeless services staff still have access to motel vouchers through the Human Services budget, since November staff have utilized Measure A funds set aside for this purpose. Motel Vouchers are intended to be utilized as a strategic intervention to assist unsheltered households in progressing toward their housing goals, with the optimal result being a placement in interim or permanent housing. This resource may also be offered to help someone transition into substance abuse treatment or to facilitate linkage to important health services. Since September 2025 Motel vouchers have also been used as a form of crisis housing for unsheltered individuals during severe weather events. The table below shows motel vouchers provided since April 2025 and is inclusive of the city's Motel Voucher Program and funding from the SGVCOG Housing Solutions Fund grant.

Motel Expenses (Sep 2025 - Feb 2026)	
Individuals Served	7
# of Nights	113
Average Night Cost	$87.14
Total Cost	$9,847.24

Motel vouchers have helped to facilitate linkage to interim housing and to provide crisis housing during severe weather. The table below shows how motel vouchers have been utilized to reach these outcomes from September 2025 to February 2026.

Housed with use of Motel Vouchers (Sep 2025 -Feb 2026)			
	Permanent Housing	Interim Housing	Substance Use Treatment
Total Housed	2	11	0

Housed with use of Motel Voucher	0	2	0

Community Engagement/Partnerships

The City has continued to provide services to residents by partnering closely with local organizations, churches, and individuals. Staff continue to attend ongoing monthly care coordination meetings held by Service Provider Area (SPA) 3 lead homeless service providers, Union Station Homeless Services (USHS) and Sycamores Child & Family Services, to discuss updates to Coordinated Entry System (CES) resources and programs available to the adult, family, and youth populations. Staff continue to receive meal gift cards donated from community members which are used to support unsheltered individuals and build rapport when staff are attempting first encounters. Clients are transported by staff to Shepherd's Pantry where they can receive food and clothing assistance monthly. Staff continue to work with Glenkirk Church which provides shower and hygiene services to individuals experiencing homelessness weekly. In November 2025 and January 2026 Human Services staff coordinated a Homeless Resource Event with vendors that included the East Valley Community Health Center mobile medical team, America's Job Center of California, Department of Public Social Services, LA CADA outreach, Glendora Police Department's Community Impact Team, and Glenkirk Church which distributed food and clothing to participants.

By strengthening community partnerships, the City has expanded services and provided new opportunities to engage with individuals experiencing homelessness. In November 2025, First Christian Church of Glendora prepared warm Thanksgiving meals and Glenkirk Church donated produce and dried goods for distribution to individuals around the City of Glendora. The LA CADA outreach team and Human Services staff delivered these meals to 24 unsheltered individuals and 2 housed families who had been at-risk of homelessness.

Residents and community members may submit outreach referrals or community concerns through the City's Homeless Hotline by phone or email at:

Homeless Hotline: (626) 852-5200
homelessness@cityofglendora.gov

FISCAL IMPACT
None

ENVIRONMENTAL DETERMINATION
There are no CEQA impacts associated with the recommendations in this report.

Prepared By:	Erik Deurmeier, Human Services Supervisor
Concurs With:	Not Applicable
Reviewed By:	Annie Warner, Interim Director Recreation & Human Services
Certified to Availability of Funds:	Kyle Johnson, Finance Director
Approved By:	Adam Raymond, City Manager
Legal Review:	Danny Aleshire, City Attorney
CEQA Review:	Not Applicable

Attachments

A_Homeless_Update_Staff_Report_092325.pdf
B_Homeless_Update_Presentation_032426.pdf

STAFF REPORT

TO:	**Mayor and Council Members**	**DATE:**	**September 23, 2025**
FROM:	**Recreation and Human Services**	**DISTRICT(S):**	**Citywide**
SUBJECT:	**Update on Addressing Homelessness**		

RECOMMENDATION
That the City Council:

1. Receive an update on services provided and efforts undertaken to assist individuals experiencing homelessness in the City.

STRATEGIC FOCUS AREAS
Goal 6: Implement Strategic Homelessness Solutions (ISHS)

EXECUTIVE SUMMARY
This report serves as an update on the efforts taken and programs implemented by the City to address the challenge of homelessness. Staff have directed City resources toward direct assistance to unsheltered residents while also providing case management, referrals, and financial assistance to housed residents experiencing housing instability. With major changes taking place impacting funding sources and the broader system of homeless service delivery, City homeless programs have remained consistent in their approach to addressing homelessness. The efforts and programs implemented to date reflect the City's response to ongoing concerns related to the challenge of homelessness in Glendora, through a proactive and holistic approach that balances maintaining order in public areas while providing individuals experiencing housing crises access to needed services.

LEGISLATIVE HISTORY / PREVIOUS ACTIONS
On March 25, 2025, the City Council received an update on the efforts undertaken to address homelessness in Glendora since September 2024. The City Council awarded a Professional Services Agreement to the Los Angeles Centers for Alcohol and Drug Abuse (L.A. CADA) in the amount of $262,500 a year for a two-year term for homeless services and temporary housing, with one optional one-year extension, for a not to exceed amount of $525,000.

On July 8, 2025, the City Council approved an exclusive rights to negotiate agreement with Mercy Housing, regarding development of property at 1762 Dale Road, to negotiate the terms of "Conveyance Documents" which will outline the specific terms of the development, including the number of affordable housing units, the income levels to be served, and the timeline for construction.

DISCUSSION
Homeless Count

The Greater Los Angeles Homeless Count is coordinated by the Los Angeles Homeless Services Authority (LAHSA) each year and executed by thousands of volunteers including City and County staff, homeless service providers, and community members. The Count fulfills the mandate of the United States Department of Housing and Urban Development (HUD) to take an inventory of individuals who are sheltered and unsheltered within a Continuum of Care (CoC). This data helps the government and service providers analyze trends and shifts in homelessness and respond with the appropriate resources. The 2025 count was held in Glendora on February 19th, and implemented by Human Services and LAHSA staff at the La Fetra Center. City Council members and Community Services Commissioners participated along with residents, county staff, and the Glendora Police Department.

The results of the PIT Count were evaluated by a team of researchers from the University of Southern California Suzanne Dworak-Peck School of Social Work, LAHSA and HUD, and were made available this summer. Multipliers were applied to the raw data collected the night of the count to account for variations in household size for observed dwellings such as vehicles and tents, where the number of individuals inside may be difficult to determine. The research team maintains that this provides the most statistically accurate view of homelessness at the Service Provider Area (SPA) level. Results indicate that unsheltered homelessness is declining county-wide by 4%, chronic homelessness is declining, and more people are accessing shelters. Results have also highlighted that throughout LA County, permanent housing placements have increased.

The City of Glendora's raw, or unadjusted, data help track trends at the local level. During the City's 2025 Count, 23 individuals were observed unsheltered, a 62% decrease since the previous year's tally (61 individuals). Likewise, 26 dwellings were counted this year, a 49% decrease since last year (51 dwellings). In SPA 3, there was a 2.98% decrease in the unsheltered count and a 7.79 % decrease in vehicle or improvised dwelling homelessness.

	Greater Los Angeles Homeless Count Raw Data			
	Region	Sheltered	Unsheltered	Dwellings
2024	Glendora	0	61	51
	SPA 3	357	1,275	1,156
	Los Angeles County	13,098	11,717	21,288
2025	Glendora	0	23	26
	SPA 3	496	1,237	1,066
	Los Angeles County	15,522	10,483	18,616

The City of Glendora will conduct its own detailed homeless count and survey with contractor, CityNet, on September 23rd and 25th, 2025. Funds have already been allocated for this expense through the Human Services Division budget. CityNet, the Glendora Police Department, L.A. CADA and Human Services staff will conduct this count and survey during the day and again in the evening to gather important data to better understand homelessness within the City. A detailed analysis of the count and survey results will be provided to the City and presented to the City Council by staff.

Funding And Homeless System Changes

In fiscal year 2024-2025, the City received a $50,000 Measure H grant from the San Gabriel Valley Council of Governments (SGVCOG) Housing Solutions Fund to supplement the City's own outreach and homelessness prevention programs. In the previous fiscal year, 2023-2024, the City had also received a grant award of $50,000. $21,397.17 remained unspent at the end of FY 2023-2024 so that balance was rolled-over into FY 2024-2025. The City was given an extension to spend down these grant funds by August 31, 2025 and staff spent $91,266.59 of this Measure H funding by this date.

Since the March City Council homeless update, the City spent $26,912.71 from this Measure H grant. One household was provided $1,655.89 in rental arrears to prevent an eviction and a gas card to offset employment transportation costs for the single parent. Another household was assisted with vehicle repairs so he could return to work and increase his income for his housing search. Motel vouchers were the most frequent expense and 14 unique individuals were provided a motel voucher with these funds, for a total of 306 nights. A youth was provided a motel stay while they waited for transitional housing to become available. They maintained employment, graduated from school, and are now stably housed through Sycamores' program and receiving ongoing case management support. A single-parent family was provided a motel voucher to facilitate a shelter placement and another unsheltered pregnant mother and partner were provided a voucher until their child was born. Two individuals fleeing domestic violence were provided a motel to facilitate shelter referrals and placement.

Housing Solutions Fund Expenses (Apr 2025 - Aug 2025)		
Expense Category	Households Served	Amount
Host Family Assistance	0	$0.00
Deposit/Rent Assistance	0	$0.00
Move-in Assistance (Furniture)	0	$0.00
Rental Arrears	1	$1,655.89
Motel Vouchers	10	$24,668.64
Miscellaneous	2	$588.18
	Total Spent:	**$26,912.71**

The table below highlights total expenses made from the Housing Solutions Fund grant between 2023 and 2025.

Total Housing Solutions Fund Expenses (2023-2025)		
Expense Category	Households Served	Amount
Host Family Assistance	2	$800.00
Deposit/Rent Assistance	9	$15,078.09
Move-in Assistance (Furniture)	7	$5,160.15
Rental Arrears	7	$10,704.84
Motel Vouchers	44	$57,336.38
Miscellaneous	13	$2,187.13
	Total Spent:	**$91,266.59**

On April 1, 2025, the Los Angeles County Measure A sales tax went into affect, repealing and replacing Measure H. This sales tax will fund affordable housing, mental health and addiction treatment, and services to children, families, veterans, domestic violence survivors, seniors, and disabled people experiencing homelessness. 60% of the funds raised with this tax will be allocated to comprehensive homelessness services through the Local Solutions Fund. Eligible uses of these funds include 1) Homelessness Prevention, Permanent Housing for People Experiencing Homelessness, Interim Housing, and services to expedite permanent housing placement; 2) Enhanced Interim Housing, such as recuperative care, Mental Health and Substance Abuse Services, and Case Management and Outreach Services; 3) Construction of new Affordable Housing, Preservation of Affordable Housing, Homelessness Prevention, and Technical Assistance related to Affordable Housing and Land Use.

The City of Glendora is eligible to receive $180,536 from this Local Solutions Fund and staff have submitted an application and proposed spending plan to the SGVCOG to receive these funds. Human Services staff requested that the following programs and services be funded with this Measure A revenue: homelessness prevention, move-in assistance, time-limited rental subsidies, motel vouchers, landlord incentives, problem solving, reunification support, and case management and outreach services.

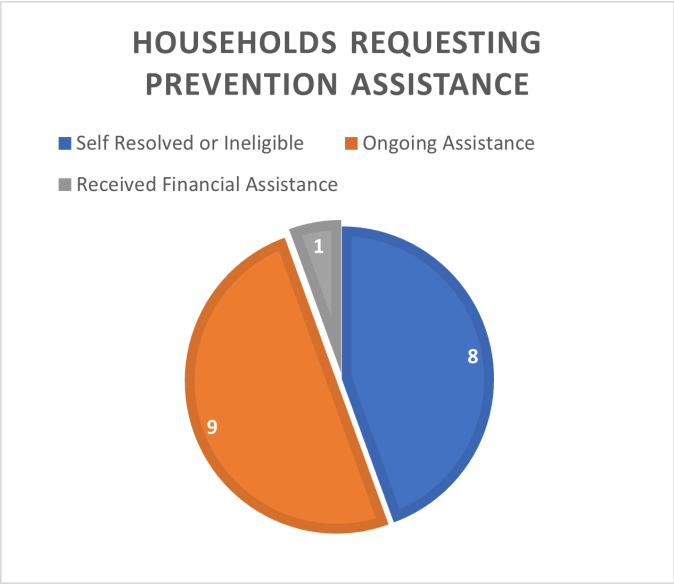
Revenue from the Measure A sales tax will be shared between LA County, councils of governments like the SGVCOG, the Los Angeles County Development Authority, cities, and the LA County Affordable Housing Solutions Agency (LACAHSA). 33.75% of Measure A funds will be allocated to LACAHSA, the new county agency created to 'fund, build and protect' affordable housing in LA County and will be funded with a mix of sources but primarily with Measure A funds. The City of Glendora will also be able to request Measure A funding from LACAHSA in addition to the Local Solutions Fund and staff will pursue these funding opportunities as they are available.

In addition to the creation of LACAHSA, in April 2025, the LA County Board of Supervisors voted to defund the Los Angeles Homeless Services Authority (LAHSA), shifting over $300,000,000 to the creation of a new county homeless services department. In July, 2025, the Board of Supervisors named this entity the LA County Department of Homeless Services and Housing (DHSH) and appointed its first Director, Sarah Mahin. The County is in the first phase of the department implementation which brings together the LA County CEO's Homeless Initiative and the Department of Health Service's Housing for Health team. The Housing for Health model is anticipated to be the model of the new Department's service delivery, providing a continuum of services from street outreach to permanent housing with a historical focus on health services.

The DHSH is expected to oversee coordination of LA County outreach services, interim and permanent housing programs, benefits assistance, homeless prevention and system coordination. It will also oversee clinical services to people experiencing homelessness, data & analytics, community engagement and external affairs related to policy, homelessness governance, and municipal relations. County leadership aims to officially establish DHSH by January 1, 2026. The County CEO's office expects that by July 1, 2026, full integration of County-funded programs and services administered by LAHSA will be complete. The County is soliciting public feedback on the details of this implementation and Measure A spending recommendations on how to address homelessness. Human Services Manager, Debbie Lopez, will attend a two-day workshop on October 22-23rd to participate in this process.

Preventing Homelessness

The Human Services Division has continued to provide preventative supportive services to residents who are at risk of losing their housing. These services require close coordination between City staff and social service organizations like the YWCA, Shepherd's Pantry, Catholic Charities, and Helping Hands Senior Foundation. Human Services staff at the La Fetra Center have noted an increase in requests from housed seniors in need of social services related to caregiving, meal delivery, utility assistance, and medical care coordination. Staff have helped families with minors connect to services ranging from rental assistance, shelter, employment, and legal aide. The majority of homeless prevention requests are followed by multiple conversations with Human Services staff to provide resources and referrals. Since April 2025, 18 requests for assistance have been received from households at imminent risk of unsheltered homelessness. Many of these households were given resources and information to help them self-resolve, and only 1 of these households (that were eligible for assistance) were provided financial assistance to prevent loss of shelter. This household received support with $1655.89 in rental arrears and a gas gift card to help the head of household save money on their employment commute. 8 households were either ineligible for assistance or self-resolved after resources were provided by staff.



Of the total households requesting homelessness prevention assistance and social service support since April, 2025, 67% were seniors. To best respond to this growing need Human Services staff have consulted with YWCA case management, who provides weekly on-site services to seniors at the La Fetra Center, and a DMH clinician who partners with the Glendora Police Department Mental Evaluation Team (MET). This group will begin meeting monthly to discuss the community's changing needs, available resources, and to facilitate referrals to appropriate services.

Addressing Community Concerns

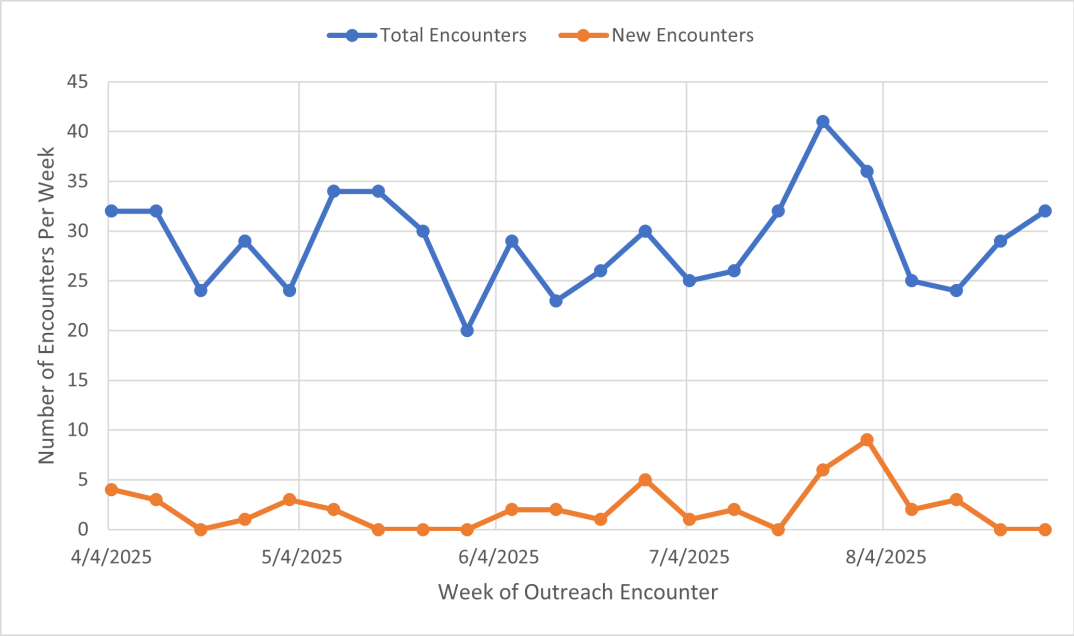
The City has continued to respond to homelessness-related community concerns through the balanced approach of maintaining public safety while providing a range of social services and progressive, trauma-informed, rapport building with individuals experiencing housing crises. A Homeless Task Force, comprised of Human Services staff, Glendora Police Department Community Impact Team (CIT) members, a Department of Mental Health (DMH) clinician and L.A. CADA outreach workers meet monthly to discuss current homeless related concerns. The DMH clinician accompanies a CIT officer each week as part of the Mental Evaluation Team (MET) program, conducting community-based crisis intervention, assessments, and mental health holds, as appropriate. This team responds to all mental health crisis calls regardless of housing status. This multi-disciplinary approach allows staff to understand local homelessness from different perspectives and provide interventions to individuals who may be housed but at-risk of homelessness, those who are currently without shelter, and those who have obtained housing but may need additional support. While the entire Glendora Police Department responds to homelessness related issues throughout the city, the department's CIT gives particular attention to these areas such as camping on private property, crime, litter, and mediating wildfire risks. The CIT is expanding by adding two additional members this month.

City departments have continued to coordinate with each other to respond to concerns expressed by residents which include encampments near residential communities and public open spaces, trash accumulation, and reports of behavior creating a public disturbance. Since the March 2025 update, there was one environmental services cleanup at multiple sites throughout the city. The total cost of this trash, debris, and biohazard material removal and remediation was $10,000.

Outreach and Outcomes

The L.A. CADA outreach team is the primary method of providing supportive services to unsheltered residents of Glendora. Their full-time presence in the community allows them to build relationships with chronically unsheltered individuals and facilitate appointments to obtain documentation, access healthcare, and connect with employment and other benefits. This team provides comprehensive support that works to address common barriers to housing, including lack of transportation, low and fixed incomes, lack of community support and advocacy to navigate heavily bureaucratic systems.

L.A. CADA documents client progress and provides weekly updates to City staff about the type and quantity of services provided, allowing the City to track and respond to changing trends quickly. The graph below shows the trend in the number of total outreach encounters the LA CADA team has had between April 2025 and August 2025 and the number of encounters with new individuals during the same period. During this period there were 637 total encounters, 46 of which were new encounters. A new encounter is an intentional interaction, with an individual not already contacted, to provide or offer services meant to address basic needs and move the individual closer to housing. The majority of encounters are follow-ups with existing clients, however, and the same individual may have multiple services provided in a given week.



Human Services staff utilize GIS outreach data to target areas of higher concentrations of homelessness. Outreach staff, for example, are currently making consistent efforts to engage with unsheltered individuals weekly along Lone Hill Avenue and the 210 Freeway. Due to limited public access around these areas there is less visibility to the public and individuals may not be engaged as frequently with outreach services. The Glendora PD Community Impact Team has been essential in helping outreach staff access these areas and build rapport with individuals who may otherwise remain isolated from the public. Since April, 2025, the team has helped 7 households (9 individuals) obtain interim housing. The team has also facilitated 39 health services and 58 benefits-related services.

- The outreach team supported a high school student through their senior year and graduation with a motel voucher, food assistance, and employment resources. The youth was linked to a transitional housing program through the Coordinated Entry System and has confirmed that they are doing well and receiving ongoing case management support through their housing program.
- The outreach team has also continued to support another youth who had graduated from high school while experiencing homelessness last year. Staff have provided ongoing assistance since then with their education and employment goals.
- Another unsheltered individual who had stayed in the South Hills recreation area worked with outreach staff for months to transfer their benefits into Los Angeles County to ensure his eligibility for a Medi-Cal funded

interim housing program. He has remained in contact with staff since his June placement and confirmed he has enrolled in a trade school, is actively pursuing employment, and is linked to behavioral health services.

- Outreach staff assisted a mother and adult son who were living in their vehicle as they attempted to access housing and health services. The son was linked to substance abuse services and staff supported him as he navigated residential treatment and planned his next steps.
- Two individuals have been matched to permanent supportive housing vouchers and staff have assisted both with navigating the application and eligibility process. Outreach staff helped one of these individuals move into their unit this month with support from the City to purchase household essentials and furniture

Motel Voucher Program

The City's motel voucher funding continues to be utilized as a strategic intervention to assist unsheltered households in progressing toward their housing goals. This resource may be offered to help someone transition into substance abuse treatment, interim housing, permanent housing, or to facilitate linkage to important health services. Motel vouchers have also been used as a form of crisis housing for unsheltered individuals during severe weather events. The table below shows motel vouchers provided since April 2025 and is inclusive of the city's Motel Voucher Program and funding from the SGVCOG Housing Solutions Fund grant.

Motel Expenses (Apr 2025-Jul 2025)	
Individuals Served	14
# of Nights	323
Average Night Cost	$81.37
Total Cost	$26,283.64

Motel vouchers have helped to facilitate linkage to shelter, substance abuse treatment and permanent housing. The table below shows how motel vouchers have been utilized to reach these outcomes since the last City Council update.

Housed with Use of Motel Vouchers (Apr 2025-Aug 2025)			
	Permanent Housing	Interim Housing	Substance Use Treatment
Total Housed	0	9	1
Housed with Use of Motel Voucher	0	5	0

Community Engagement/Partnerships

The City has continued to provide services to residents by partnering closely with local organizations, churches, and individuals. Staff have received donated gift cards from community members that are used to support unsheltered individuals and build rapport when staff are attempting first encounters. Clients are transported by staff to Shepherd's Pantry where they can receive food and clothing assistance monthly. Staff have also coordinated closely with Glenkirk Church who has provided space for individuals to shower and receive hygiene supplies. Through this relationship, individuals that are working with the homeless services team confirm appointments each week to receive a shower, are transported to Glenkirk Church by outreach staff, and transported off the property after which the outreach team regularly schedules follow-up appointments.

Human Services staff at the La Fetra Center receive referrals for outreach or rental assistance from walk-in visitors or calls from City Hall, the Glendora Library, or Glendora Police Department. In addition to word-of-mouth referrals for assistance, the seasonal Glendora Report, the City's Homelessness and Community Outreach website, and social media remain avenues for community members to learn how to contact homeless services staff to receive support. Through phone (626-852-5200) or email (homelessness@CityOfGlendora.gov), homeless services staff receive referrals for assistance, concerns about encampments, and questions about how to volunteer and give back to the community.

Staff engaged with the community and City events like the Earth Day Festival and National Night Out events at Finkbiner Park. Human Services staff continue to attend ongoing monthly care coordination meetings held by Service Provider Area (SPA) 3 lead homeless service providers, Union Station Homeless Services (USHS) and Sycamores Child & Family Services, to discuss updates to Coordinated Entry System (CES) resources and programs available to the adult, family, and youth populations. Staff coordinate with public, private, and nonprofit partners including Citrus College, Glendora Unified School District, Glendora Ministerial Association, multiple Los Angeles County Departments (Health Services, Mental Health, Public Social Services), Foothill Family Services, Foothill Unity Center, LAHSA, USHS, Veteran Administration, Volunteers of America, and the YWCA, among others.

FISCAL IMPACT

There is no fiscal impact associated with the recommended actions.

ENVIRONMENTAL DETERMINATION

There are no CEQA impacts associated with the recommendations in this report.

Prepared by	Erik Deurmeier, Human Services Supervisor
Concurred By	Not Applicable
Reviewed by	John Aguirre, Recreation and Human Services Director
Certified to Availability of Funds	Kyle Johnson, Finance Director/City Treasurer
Approved by	Adam Raymond, City Manager
Legal Review	Danny Aleshire, City Attorney
CEQA Review	Not Applicable

ATTACHMENTS:

A. Homeless Update Staff Report 03-25-2025
B. Greater LA Homeless Count Results 2025
C. Homeless Update Presentation 09-23-2025

Attachments

A_Homeless_Update_Staff_Report_03-25-25.pdf
B_Greater_LA_Homeless_Count_Results_2025.pdf
C_Homeless_Update_Presentation_09-23-2025.pdf

UPDATE: ADDRESSING HOMELESSNESS IN GLENDORA

RECREATION AND HUMAN SERVICES DEPARTMENT
CITY COUNCIL MEETING
MARCH 24, 2026
ERIK DEURMEIER, HUMAN SERVICES SUPERVISOR

HOMELESS COUNT

GREATER LOS ANGELES POINT IN TIME COUNT

- **HUD REQUIREMENT**
- **RECENTLY HELD JANUARY 21, 2026**
- **HOSTED AT THE LA FETRA CENTER**
- **STRONG VOLUNTEER TURNOUT:**
  - 35 Volunteers: City staff & Residents
- **RESULTS EXPECTED THIS SUMMER**

MEASURE A FUNDING

LOCAL SOLUTIONS FUND (LSF)

- **60% OF COUNTY MEASURE A FUNDS ARE DIRECTED TO THE LSF**
- **AWARD FORMULA BASED ON MULTI-YEAR AVERAGE PIT COUNT DATA**

Glendora Measure A Grant Funds (2025-2026)	
Expense Category	**Project Amount**
Interim Housing/Motel Vouchers	$20,000
Move-in Assistance	$10,000
Landlord Incentives	$5,000
Flexible Rental Subsidies	$39,536
Problem Solving	$6,000
Case Management/Outreach Services	$88,000
Admin Costs for Case Management	$12,000
Total Funds Available	**$180,536**

MEASURE A FUNDING

EXPENSES TO DATE

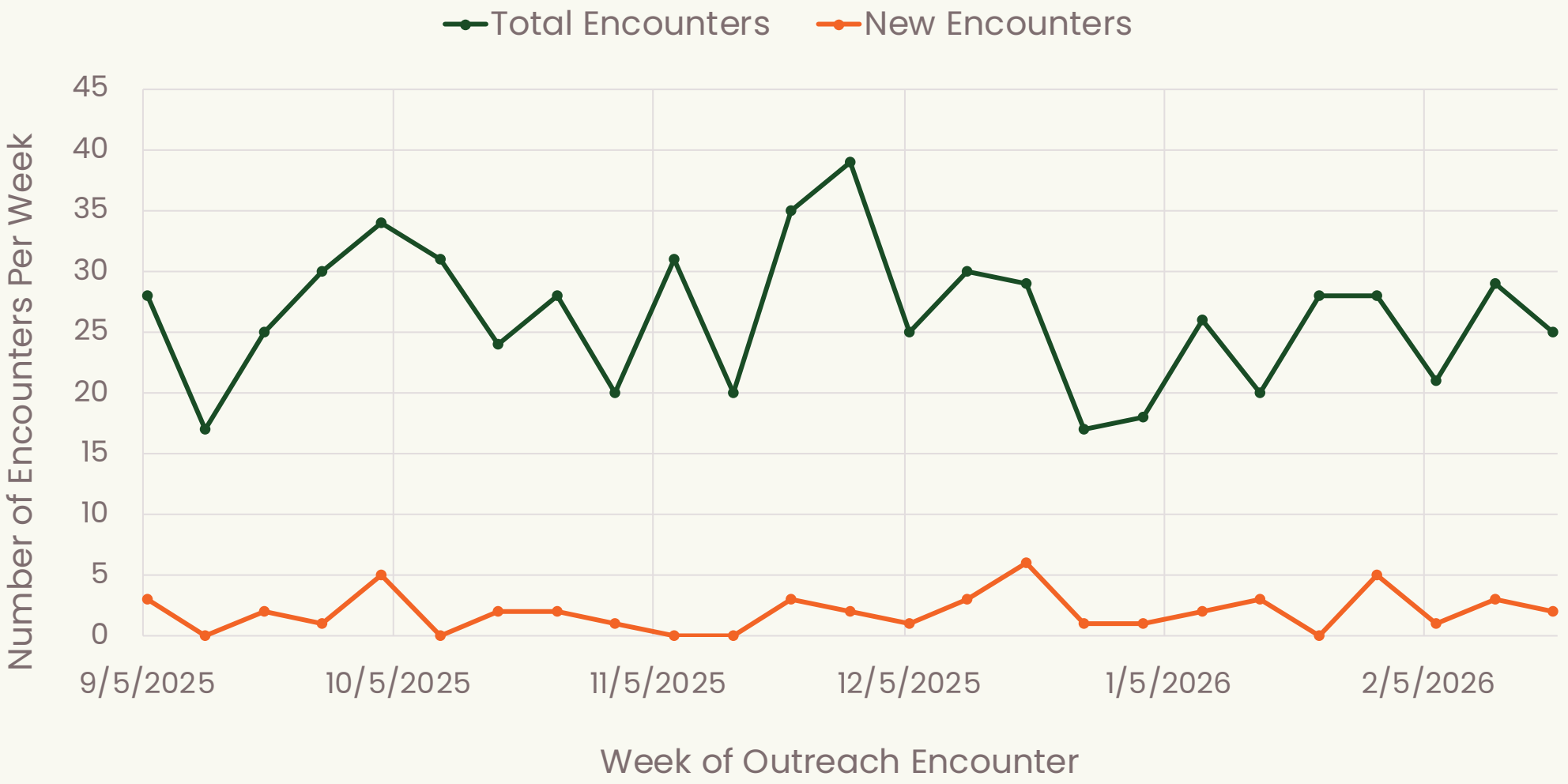
Glendora Measure A Expenses(2025-2026)	
Expense Category	**Amount Spent**
Interim Housing/Motel Vouchers	$5,996.94
Move-in Assistance	$520.40
Landlord Incentives	$0.00
Flexible Rental Subsidies	$0.00
Problem Solving	$2,300.00
Case Management/Outreach Services	$58,593.75
Admin Costs for Case Management	$7,031.25
Total Funds Spent	**$74,442.34**

ONGOING EFFORTS

OUTREACH AND ENGAGEMENT

- **CONTINUING COORDINATION BETWEEN HUMAN SERVICES DIVISION, L.A. CADA AND GLENDORA POLICE DEPARTMENT**
- **SUCCESSES SINCE SEPTEMBER 2025**
  - 2 individuals into permanent housing
  - 11 individuals into interim housing
- **OUTREACH ENCOUNTERS SINCE SEPTEMBER 2025**
  - 49 new interactions
  - 658 total outreach encounters

OUTREACH ENCOUNTERS



ONGOING EFFORTS

MOTEL VOUCHERS

- **TO TRANSITION CLIENTS INTO HOUSING**
  - 2 of 11 individuals received a motel prior to interim housing intake
- **AS CRISIS HOUSING DURING SEVERE WEATHER EVENTS**
- **TO FACILITATE LINKAGE TO IMPORTANT HEALTH OR HOUSING APPOINTMENTS**

Motel Expenses (Sep 2025-Feb 2026)		
Individuals Served	**Room Nights**	**Total Amount**
7	113	$9,847.24
	Average Night Cost	**$87.14**

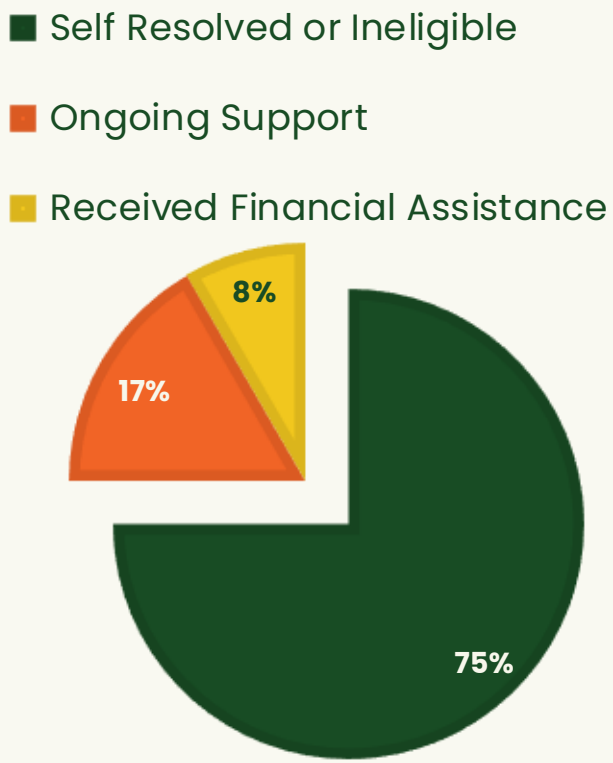
*Includes Glendora Motel Voucher Program and Measure A Interim Housing funds

ONGOING EFFORTS

HOMELESSNESS PREVENTION ASSISTANCE

- **18% OF REQUESTS FROM SENIORS**
- **45% OF REQUESTS FROM FAMILIES**
- **SERVICES PROVIDED:**
  - Referrals to legal aide
  - Referrals to home-based medical services
  - Referrals for utility assistance
  - Landlord engagement
  - Rental assistance for 1 household

HOUSEHOLDS REQUESTING PREVENTION ASSISTANCE



ADDRESSING COMMUNITY CONCERNS

BALANCED OUTREACH AND ENFORCEMENT APPROACH

- **GLENDORA POLICE DEPARTMENT COMMUNITY IMPACT TEAM (CIT)**
  - Expanded CIT: 3 Officers and 1 Sergeant.
  - CIT engages with community members and business owners, addresses community concerns, and tracks data on crime-related homeless activity
  - Coordinated outreach between LA CADA, Human Services and Glendora PD balances delivery of services to those in need with maintaining public health and safety
  - 3 encampment clean-ups since November 2025 at cost of $25,151.50.

COMMUNITY PARTNERSHIPS

CONTINUED CROSS-SECTOR COLLABORATION

- **SHEPHERD'S PANTRY**
- **GLENDORA UNIFIED SCHOOL DISTRICT**
- **YWCA**
  - La Fetra Center Case Management
- **DEPARTMENT OF MENTAL HEALTH**
  - Referrals and Assessments through GPD CIT
  - Coordination with providers from local clinics
- **EAST VALLEY COMMUNITY HEALTH CENTER**
  - Mobile medical services, behavioral health, dental and vision
  - Outreaches with City staff 2x/month

COMMUNITY PARTNERSHIPS

GLENKIRK CHURCH

- **WEEKLY SHOWER AND HYGIENE SERVICES, FOOD DONATIONS**

FIRST CHRISTIAN CHURCH OF GLENDORA

- **THANKSGIVING MEAL DISTRIBUTION**

COMMUNITY PARTNERSHIPS

THANKSGIVING MEAL DISTRIBUTION

COMMUNITY PARTNERSHIPS

LEVERAGING PARTNERSHIPS TO EXPAND SERVICES

- **MOBILE MEDICAL SERVICES**
- **HOMELESS RESOURCE EVENT: NOVEMBER 2025, JANUARY 2026**

SUCCESS STORIES

- A youth was provided airfare and transportation to the airport to secure permanent housing with family out of state. Outreach had been providing support since 2024 and she was unable to remain in her transitional housing program. Family facilitated contact with their family and confirmed a safe, stable living situation would be available.
- Outreach team met an individual who was living in his vehicle while trying to maintain employment. He became injured during this time and had to restrict his employment. The team engaged him further and found he was eligible for the Azusa Resource Center interim housing program and facilitated a referral that resulted in him receiving an intake.
- Outreach team received a referral for an individual who appeared to be in altered mental state. After difficulty engaging, the team consulted with Department of Mental Health determined that the individual had been under conservatorship and missing from their previous housing, and in urgent need of medical care. Emergency services were contacted and the individual was provided medical care and will be reconnected to their housing.

RECOMMENDATIONS

THAT THE CITY COUNCIL:

1) Receive an update on services provided and efforts undertaken to assist individuals experiencing homelessness in the City;

STAFF REPORT

TO:	**Mayor and Council Members**	**DATE:**	**March 24, 2026**
FROM:	**Community Development**	**DISTRICT(S):**	**Citywide**
SUBJECT:	**Consideration of Proposed Funding Recommendations for the FY 2026-27 Community Development Block Grant (CDBG) Funds**		

RECOMMENDATION
That the City Council

Open and conduct a Public Hearing, accept evidence and testimony presented, close the hearing and in the absence of evidence and testimony to the contrary, consider the following:

1. Review and accept the proposed funding recommendations for the FY 2026-2027 One-Year Action Plan; and
2. Commence the required 30-day public comment period for the FY 2026-2027 Plan.

STRATEGIC FOCUS AREAS
Goal 1 - Suburban Living
Goal 4 - Sustainable Infrastructure

EXECUTIVE SUMMARY
The Community Development Block Grant (CDBG) entitlement program allocates annual grants to larger cities and urban counties to develop viable communities by providing decent housing, a suitable living environment, and opportunities to expand economic opportunities, principally for low-and moderate-income persons. The U.S. Department of Housing and Urban Development (HUD) administers this program and determines the amount of each jurisdiction's grant by using a formula comprised of several measures of community need, including the extent of poverty, population, housing overcrowding, age of housing, and population growth lag in relationship to other metropolitan areas.

The City of Glendora annually receives a CDBG entitlement allocation and is therefore required to apply for funding directly to HUD by way of submitting an Annual Action Plan. The Annual Action Plan provides information on the projects and activities that are proposed to be carried forward with the allocated funding. At this time, HUD has not yet released CDBG funding allocations for the FY 2026-2027, however, the City must meet certain statutory deadlines in submitting its annual Action Plan while allowing for a 30 day citizen participation period. As such staff is estimating an allocation of $296,115 based on last year's allocation. In addition to the annual allocation, the City also has $30,426.70 in prior year unallocated funds and $50,000 in program income to use for FY 2026-2027 activities. Combined with the anticipated entitlement allocation, a total of $376,541.70 is expected to be available in FY 2026-2027.

This first required Public Hearing identifies the projects and activities for which the FY 2026-2027 entitlement funding will be allocated. The draft FY 2026-2027 Annual Action Plan will be available for public review for a 30-day period allowing for citizen participation from April 9, 2026, through May 12, 2026. A second Public Hearing will be held on May 12, 2026, to approve submittal of the Annual Action Plan to HUD.

LEGISLATIVE HISTORY / PREVIOUS ACTIONS

The CDBG Program is authorized under Title I of the Housing and Community Development Act of 1974.

At the May 9, 2023, City Council Meeting, the City Council approved the current CDBG Five-Year 2023-2028 Consolidated Plan, which included the FY 2026-2027 Annual Action Plan.

DISCUSSION

Every five years, the CDBG program requires the City to adopt a "Consolidated Plan," which establishes the goals of the City's CDBG program. The established goals are required to meet one of three CDBG National Objectives:

1. Provide a benefit to low and moderate income persons;
2. Eliminate slum and blight;
3. Meet an urgent community need.

During the development of the 2023-2028 Consolidated Plan, which outlines the basis for establishing objectives and outcomes in the Strategic Plan and five (5) subsequent Annual Action Plans, the following priority needs, and objectives were established:

1. **Infrastructure and Public Facilities:** Improve and expand infrastructure and public facilities that benefit low- and moderate-income neighborhoods and residents.
2. **Economic and Human Development:** Provide for the economic development needs of low- and moderate-income persons and neighborhood target areas.
3. **Public Services:** Provide supportive services for the City's low- and moderate- income residents and persons with special needs.
4. **Fair Housing:** Promote fair and equal housing choice for all persons.
5. **Administration and Planning:** Provide for administration and planning activities to carry out actions that address identified needs in the Consolidated Plan.

These established Priority Needs form the basis for allocating CDBG investments geographically within the City during the 2023-2028 five-year period and are a result of various community outreach efforts and consultation meetings developed under the Citizen Participation process.

Only eligible activities that received a high priority level in the 2023-2028 Consolidated Plan will be funded during the five-year period.

2026 – 2027 Annual Action Plan

The Annual Action Plan is part of the Five-Year Consolidated Plan and serves as the City's application for funding from HUD. Each year, the City is required to develop and adopt an Annual Action Plan which outlines the specific uses proposed for the use of CDBG funds. HUD has not yet released the funding allocations for the 2026-2027 CDBG program, therefore the draft report will be prepared with an estimated $376,541.70 CDBG allocation for program year 2026-2027 that is based on last year's allocation. The Annual Plan will be updated once HUD issues the actual allocation to reflect 20% of the allocated amount towards administration and fair housing, and 80% of the allocated amount towards infrastructure. In addition to the $296,115 of CDBG funds expected in FY 2026-2027, the City also has $30,426.70 in prior year unallocated funds and $50,000 in Program Income to use for FY 2026-2027 activities for a total amount of $376,541.70 expected to be available in FY 2026-2027.

CDBG 2026-2027 Entitlement Allocation (Estimate)	$296,115.00
Prior Year Unallocated Funds	$30,426.70
Available Program Income	$50,000.00

TOTAL:	**$376,541.70**

This funding may be allocated to the following types of eligible projects:

1. Acquisition by purchase, long-term lease, and donation of real property for an eligible public purpose.
2. Disposition of real property acquired under the CDBG Program.
3. Construction and rehabilitation of certain publicly owned facilities, such as (a) senior citizen centers; (b) parks and playgrounds; (c) community centers; (d) fire protection facilities and equipment; (e) sidewalks and street improvements; (f) water and sewer systems.
4. Rehabilitation of publicly and privately owned housing for low-and moderate- income households.
5. Public services that are new or expanding and directed toward meeting employment, crime prevention, childcare, drug abuse prevention, homeless assistance, or other community service needs.
6. Removal of architectural barriers that restricts the mobility and accessibility of elderly or handicapped persons to publicly owned and privately owned buildings, facilities, and improvements.
7. Special economic development activities that provide grants, loan guarantees, and other forms of necessary or appropriate support to private “for-profit” businesses to provide increasing employment opportunities and other public benefit.

While funding amounts are somewhat flexible, there are statutory limitations that restrict the amount of funding for Planning and Administration costs to not more than 20 percent of the annual grant allocation and limit public services to 15 percent of the annual grant allocation.

Proposed Funding Recommendations

The City issued a Notice of Funding Availability (NOFA) to solicit applications from eligible local nonprofit organizations and City Departments for FY 2026-2027 Community Development Block Grant (CDBG) funding. Proposed activities must meet CDBG eligibility requirements and a national objective, with an emphasis on benefiting low- and moderate- income residents of the City. Notice of the NOFA and the application process was published on December 18 and December 25, 2025.

The City received two applications for 2026-2027 CDBG funding: one from the Housing Rights Center and one from the Public Works Department. Staff is required to prioritize funding based on the Five-Year Consolidated Plan (2023-2028) and verify those projects meet a CDBG National Objective. Based on the limited number of resources available to the City, statutory restrictions, and the Priority Needs established, staff recommendations for the program year 2026-2027 CDBG One-Year Annual Action Plan are as follows:

ACTIVITY PROJECT	**Amount (Estimated)**	**Entitlement Allocation Percentage (Actual)**
General CDBG Administration	$39,223.00	
Fair Housing	$20,000.00	
Administration and Fair Housing Sub-Total	*$59,223.00*	*20%*
2026-2027 Street Improvement/Accessibility Project		
Infrastructure Sub-Total	*$317,318.70*	*80%*

TOTAL CDBG BUDGET FOR FY 2026-2027	**$376,541.70**	**100%**

The CDBG annual allocation dedicated to planning and administration activities for the upcoming year will be 20%. The allocation for planning and administration is not subject to the requirement of benefiting low- and moderate-income persons. General CDBG Administration accounts for a consultant and staff time needed to administer the program, comply with grant requirements, and encompasses the allocation amount to the Housing Rights Center for fair housing services.

The Housing Rights Center utilizes CDBG funding to provide comprehensive fair housing services programming for the City of Glendora. Their services include five core programs (1) fair housing counseling; (2) mediation; (3) discrimination complaint investigation; (4) outreach and education; and (5) fair housing legal services. It is estimated the Housing Rights Center will assist approximately 60 people with counseling and approximately 1,200 Glendora residents with outreach and education.

The Public Works Department identifies street improvement projects in low-income census tract areas and prioritizes needs for at least one project per year. The recommended project for 2026-2027 will rehabilitate the deteriorating pavement between Grand Avenue and Glendora Avenue in east-west direction and between Gladstone Street and Dawson Avenue in north-south direction. The project area will include street segments of Ghent Street, Gaillard Street, Reynold Way, Westridge Avenue, and Shadyglen Drive. Work will replace damaged curb, gutter, sidewalk, and curb ramps to provide a safe and accessible path of travel for Glendora residents. The work will be completed within Census Tract 4039.02, Block 1. Approximately 1,260 residents will be served, of which 725 residents are low- and moderate- income.

Draft Documents for Public Review

The Annual Action Plan for FY 2026-2027 will be available for a 30-day public review at the offices of the City Clerk and Community Development Department, both located at 116 E. Foothill Blvd., Glendora CA 91741, Monday through Friday, between 8:00 a.m. and 5:00 p.m., beginning April 9, 2026, and ending May 12, 2026.

The second and final Public Hearing for the One Year Action Plan for FY 2026-2027 will be considered by the Glendora City Council on May 12, 2026, and upon approval will be submitted to the U.S. Department of Housing and Urban Development thereafter. A final copy will be made available at the City Clerk and Community Development Departments immediately thereafter.

FISCAL IMPACT

This is the initial proposal for funding recommendations for the FY 2026-2027. It is being submitted for City Council review and approval to comply with HUD annual CDBG grant citizen participation requirements. There is no fiscal impact with this report.

ENVIRONMENTAL DETERMINATION

There are no CEQA impacts associated with the recommendations in this report.

Prepared By:	Tiffany Chew, Economic Development and Housing Manager
Concurs With:	Not Applicable
Reviewed By:	Jeff Kugel, Community Development Director
Certified to Availability of Funds:	Kyle Johnson, Finance Director/City Treasurer
Approved By:	Adam Raymond, City Manager
Legal Review:	Danny Aleshire, City Attorney

CEQA Review:	Not Applicable

Attachments

A_Notice_of_Public_Hearing.pdf
B_Power_Point.pdf

NOTICE OF PUBLIC HEARING

Glendora City Council

NOTICE IS HEREBY GIVEN that the Glendora City Council will hold a public hearing in the City Council Chamber of City Hall, 116 E. Foothill Boulevard, Glendora, California, on Tuesday, March 24, 2026, at 7:00 p.m. to receive and consider proposed funding recommendations for the Fiscal Year (FY) 2026-2027 Community Development Block Grant (CDBG) funds which are received from the Department of Housing and Urban Development (HUD). Any persons interested in this matter is invited to attend and provide comments.

NOTICE IS HEREBY GIVEN that the Glendora City Council will hold a public hearing on Tuesday, May 12, 2026, at 7:00 p.m. to consider adoption of the draft FY 2026-2027 Annual Action Plan (AAP). The draft FY 2026-2027 AAP will be available for 30-day public comment from April 9, 2026 until the beginning of the City Council meeting public hearing held on May 12, 2026. Any persons interested in this matter is invited to attend and provide comments.

PUBLIC HEARING MEETING LOCATION

The public hearings above will be held in the City Council chambers at 116 E. Foothill Boulevard, Glendora, California. In compliance with the American with Disabilities Act, if you need special assistance to participate in the meeting, please contact the City of Glendora's City Clerk's Office at (626) 914-8210. Notification 48 hours prior to the March 24, 2026 City Council meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting.

BACKGROUND

Every five years, HUD requires that the City adopt a "Consolidated Plan," which establishes the goals and objectives of the City's CDBG program. Each year, the City is required to develop and adopt an AAP which outlines the specific uses proposed for the use of CDBG funds. During the development of this 2023-2028 Consolidated Plan, the following priority needs and objectives

were established:

1. **Infrastructure and Public Facilities:** Improve and expand infrastructure and public facilities that benefit low- and moderate-income neighborhoods and residents.
2. **Economic and Human Development:** Provide for the economic development needs of low- and moderate- income persons and neighborhood target areas.
3. **Public Services:** Provide supportive services for the City's low- and moderate-income residents and persons with special needs.
4. **Fair Housing:** Promote fair and equal housing choice for all persons.
5. **Administration and Planning:** Provide for administration and planning activities to carry out actions that address identified needs in the Consolidated Plan.

AVAILABLE FUNDING

The Federal budget has not yet been approved; however, the City must meet certain statutory deadlines for submitting its Annual Action Plan and providing opportunities for citizen participation so that it may proceed with the planning process based on guidance from the U.S. HUD. Based on that guidance, the City of Glendora estimates it will receive approximately $296,115 in CDBG funds for Fiscal Year 2026–2027. In addition to the anticipated annual allocation, the City currently has approximately $30,426.70 in unallocated funds and $50,000 in program income. Combined with the anticipated allocation, a total of approximately $376,541.70 is expected to be available for FY 2026–2027. While funding amounts may vary slightly, federal regulations limit Planning and Administration costs to no more than 20% of the annual grant allocation and Public Services activities to no more than 15% of the annual grant allocation.

NOTICE OF FUNDING AVAILABILITY

The City has undertaken a Notice of Funding Availability (NOFA) process to provide opportunity for local non-profits and City Departments to apply to use the FY 2026-2027 CDBG funding for programs benefitting the low- and moderate-income residents of the City. A notice was published on December 18, and December 25, 2025, to notify the public of the NOFA and opportunity to apply for CDBG funds. Two applications were received and two were chosen for funding.

RECOMMENDED FUNDING ALLOCATIONS FOR FY 2026-2027

Based on the limited amount of resources available to the City, statutory restrictions, and the Priority Needs established, staff recommendations for the FY 2026-2027 AAP are as follows:

ACTIVITY	**AMOUNT**	
General CDBG Administration	$39,223	
Fair Housing	$20,000	
	Sub-Total	***$59,223***

FY 2026/2027 Street Improvement Project $317,318.70

Sub-Total $317,318.70

Total of CDBG Funding Recommendations **GRAND TOTAL $376,541.70**

PUBLIC COMMENT

All interested persons are invited to provide comments regarding the draft FY 2026-2027 AAP during the 30-day public comment period of April 9, 2026, to May 12, 2026. Comments may be sent via U.S. Mail or via email to the address below:

Tiffany Chew, Economic Development and Housing Manager
City of Glendora
116 E. Foothill Boulevard
Glendora, CA 91741
TChew@cityofglendora.gov| (626) 852-4822

All interested parties are invited to attend the public hearing on March 24, 2026 to comment on the proposed CDBG funding for FY 2026-2027, and/or attend the public hearing on May 12, 2026 to comment on the adoption of the draft FY 2026-2027 AAP. Should you be unable to attend the public hearing, your comments must be made in writing and delivered to the City Clerk prior to the public hearing.

The draft FY 2026-2027 AAP will be available on the City's website www.cityofglendora.gov and at the following locations commencing on April 9, 2026 through the beginning of the City Council meeting on May 12, 2026. If you require a hard copy of the draft AAP, please contact Shantelle Coria, Management Analyst at (626) 852-5252.

1. OFFICE OF THE CITY CLERK:
Glendora City Hall
116 E. Foothill Boulevard
Glendora, CA 91741
(626) 914-8210

2. COMMUNITY DEVELOPMENT DEPT.
Glendora City Hall
116 E. Foothill Boulevard
Glendora, CA 91741
(626) 914-8292

If you challenge this action(s) in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the public hearing.

Kathleen R. Sessman, MMC

City Clerk

Published San Gabriel Valley Examiner: March 12, 2026 and March 19, 2026

COMMUNITY DEVELOPMENT BLOCK GRANT FY 2026-27 ACTION PLAN

COMMUNITY DEVELOPMENT

CITY COUNCIL

MARCH 24, 2026

TIFFANY CHEW, ECONOMIC DEVELOPMENT AND HOUSING MANAGER

CDBG OVERVIEW

- U.S. Department of Housing and Urban Development: Oversees affordable housing, antipoverty efforts, and infrastructure development.

- Community Development Block Grant (CDBG): Provides financial assistance to local governments.

ACCEPTABLE USE OF CDBG FUNDS

- Must meet National Objectives
  - Benefit low- and moderate- income persons;
  - Eliminate slum and blight;
  - Meet an urgent community need.

- Must be a priority need identified in the Consolidated Plan.

CONSOLIDATED PLAN 2023-2028

- Priority Needs
  - Infrastructure and Public Facilities
  - Economic and Human Development
  - Public Services
  - Fair Housing
  - Administration and Planning

PROPOSED ACTION PLAN 2026-27

- One-Year Action Plan
  - Fourth Annual Plan of the Five Year 2023-2028 Con Plan
  - Estimated Allocation: $296,115 and $50,000 in Program Income

- Notice of Funding Availability
  - Application Period: December 22, 2025 – January 23, 2026
  - Published twice in the newspaper
  - Posted on City website
  - Two applications received

PROPOSED FY 2026-2027 FUNDING ACTIVITY

Activity	Amount	Entitlement %
General CDBG Administration	$39,223.00	
Fair Housing (Housing Rights Center)	$20,000.00	
Subtotal:	$59,223.00	20%
Street Improvement / Accessibility Project		
Infrastructure Subtotal:	$317,318.70	80%
Total CDBG Expenditures FY 2026-2027	**$376,541.70**	**100%**

STREET IMPROVEMENT ACCESSIBILITY PROJECT

TIMELINE AND REQUIRED NEXT STEPS

1. First Public Hearing: March 24, 2026
2. 30 Day Public Review: April 9, 2026-May 12, 2026
   - City Website, City Hall – Community Development and City Clerk Office
   - 2026-2027 CDBG Annual Action Plan
3. Second Public Hearing: May 12, 2026
4. Submission of Application with Annual Action Plan to HUD

RECOMMENDATIONS

Open and Conduct the Public Hearing:

1. Review and accept the proposed funding recommendations for the FY 2026-2027 One-Year Action Plan; and
2. Commence the required 30-day public comment period for the FY 2026-2027 Plan.

STAFF REPORT

TO:	**Mayor and Council Members**	**DATE:**	**March 24, 2026**
FROM:	**City Clerk**	**DISTRICT(S):**	**Not Applicable**
SUBJECT:	**Affirm minutes from the March 10, 2026 meeting**		

RECOMMENDATION
That the City Council:

1. Affirm minutes as presented.

STRATEGIC FOCUS AREAS
Not Applicable.

EXECUTIVE SUMMARY
This staff report requests affirmation of the minutes from the previous meeting. The minutes have been prepared and reviewed in accordance with City procedures and transparency requirements. Affirming these minutes ensures the accuracy and integrity of the official record. Staff recommends approval to maintain proper documentation and compliance with meeting protocols.

LEGISLATIVE HISTORY / PREVIOUS ACTIONS
Not Applicable.

DISCUSSION
Pursuant to the City's standard practices and the Brown Act, the meeting action minutes are reviewed and affirmed by the legislative bodies to ensure transparency and accuracy in government proceedings. The action minutes for the March 10, 2026 meeting was compiled based on staff notes and official recordings. No requests for revisions or amendments have been received to date.

By affirming minutes, the legislative bodies acknowledge their accuracy and preserve them as an official record of the meeting. If any corrections or amendments are desired, they can be addressed before the final affirmation.

FISCAL IMPACT
There is no fiscal impact associated with this action.

ENVIRONMENTAL DETERMINATION
There are no environmental impact associated with this action.

Prepared By: Roxanne Breceda, Deputy City Clerk / Records Manager

Concurs With:	Not Applicable
Reviewed By:	Kathleen Sessman, MMC, City Clerk/Communication Director
Certified to Availability of Funds:	Not Applicable
Approved By:	Kathleen Sessman, MMC, City Clerk/Communications Director
Legal Review:	Not Applicable
CEQA Review:	Not Applicable

Attachments

A_March_10_2026_Reg_CC_Meeting_Minutes.pdf

City of Glendora Minutes
Regular Meeting

March 10, 2026
City Hall Council Chamber
116 E. Foothill Boulevard
Virtually via Zoom ID# 9329247224

The City Council also serves as members of the Board of Directors of the Successor Agency of the former Community Redevelopment Agency, and Housing Authority which are concurrently convening this evening.

CALL TO ORDER

The City Council, Successor Agency and Housing Authority meeting was called to order at 6:00 PM by Mayor/Chair Fredendall.

ROLL CALL

Members Present: Michael Allawos, Shaunna Elias, Mendell L. Thompson, Mayor Pro Tem/Vice-Chair Karen Davis, Mayor/Chair David Fredendall

Members Absent: None

Staff Present: City Manager/Executive Director Adam Raymond, City/Agency Attorney Danny Aleshire, Assistant City Manager/Interim Public Works Director Moises Lopez, Deputy City Manager Marie Ricci, Chief of Police Mike Randazzo, Finance Director/City Treasurer Kyle Johnson, Interim Library Director Cindy Romero, Interim Recreation and Human Services Director Annie Warner, Information Technology Director Sam Robbin (via Zoom), Assistant Public Works Director Valerie Velasquez-Santoya, Assistant Public Works Director Paul Zampiello, Economic Development and Housing Manager Tiffany Chew, Principal Civil Engineer Maliha Ansari, Digital Media Specialist Craig Gill, Senior Digital Media Specialist Greg Morton, and Deputy City Clerk/Records Manager Roxanne Breceda

CLOSED SESSION

Closed Session titles were read into the record. No members of the public addressed the City Council, and no written correspondence was received. The meeting convened into Closed Session at 6:03 PM.

1. CS 1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS A closed session will be held, pursuant to Government Code § 54956.8, to enable the City Council and Housing Authority to give direction to its negotiators City Manager Adam Raymond, City Attorney Danny Aleshire, Assistant City Manager Moises Lopez, Community Development Director Jeff Kugel and Economic Development and Housing Manager Tiffany Chew regarding that certain real property located at 1762 Dale Road, APN 8631-013-023. The City's real property negotiators will seek direction from the City Council regarding the Exclusive Right to Negotiate Agreement for the property.

INVOCATION AND PLEDGE OF ALLEGIANCE

The Invocation was given by Pastor Bruce French of Cornerstone Bible Church.

The Pledge of Allegiance was led by Noah Lopez.

REORDERING OF AND ADDITIONS TO THE AGENDA

There were no requests received.

PUBLIC COMMENT

2. Public Comments received

Members of the public addressed the City Council, Successor Agency and/or Housing Authority, including Erica Landmann and Daphne Sigala Morfin, and written correspondence was received from: Dystanie Flores.

MEMBER STATEMENT/REPORTS

Councilmember/Commissioner Allawos announced the retirement of Cornerstone Bible Church Pastor Bruce French, attendance at the San Gabriel Valley Council of Governments Executive Committee meeting, informed the community that cooling center locations can be found at climateresolve.org, commented on the proposed Essential Services Resolution Act and the City previously letter of opposition, and inquired and received confirmation relating to Assembly Bill 1768, and the City's plan to submit a letter regarding the legislation.

Councilmember/Commissioner Elias thanked Washington Elementary School for the opportunity to participate in Read Across America, relayed resident questions regarding the crosswalk near La Fetra Center, lighting on the south side of Finkbiner Park, and requested clarification regarding the Very High Fire Hazard Severity Zone maps.

Councilmember/Commissioner Thompson welcomed the City's Southern California Edison (SCE) representative Daphne Sigala Morfin, shared concerns regarding electrical service, thanked Public Works staff for their response to recent storms, and commented on Glendora A-Line Night Market at the Glendora A-Line Station, a Metro-related community event.

Mayor Pro Tem/Vice-Chair Davis also commented on the Glendora A-Line Night Market event, reported on a San Gabriel Valley Council of Governments Homelessness Committee meeting where Metro discussed public safety and expanding staffing and services, the Transit Watch and Transit Track apps, shared information from the League of California Cities meeting regarding Southern California Edison infrastructure planning and preparations for the 2028 Olympic Games, and commented on the Empty Bowls Glendora 2026 fundraiser and the Glendora Public Library's Great Trivia Challenge event.

Mayor/Chair Fredendall commented on his participation in the Reading Across America event at Washington Elementary School, thanked Public Works staff for their response to the recent storm impacts, and commented on the discussion circulating regarding potential development in the South Hills Wilderness Area, and how it relates to past advisory group recommendations and reiterated that there is no proposal currently before the City Council.

CITY MANAGER AND CITY ATTORNEY STATEMENTS

City Manager/Executive Director Raymond commented on the Strategic Plan update and related visitor-attraction initiatives, including zoning updates, the Avid Trails bike park agreement, and a future workshop on South Hills, referencing the 2025 Community Survey, which indicated 57% support for a hypothetical concept involving development of approximately 50 acres of City-owned South Hills property with recreational improvements and a community center, noting the concept's history in the 2019 Citizens Oversight Committee report and clarifying that no development proposal is currently before the City Council.

There was no statement from City Attorney Aleshire.

CONSENT CALENDAR

Councilmember/Commissioner Thompson commented on Item #4 Disbursements and stated that he had reviewed the warrant register and had inquired about several payments; he thanked staff for promptly providing clarification and additional information regarding those expenditures.

A motion was made by Councilmember/Commissioner Allawos, seconded by Councilmember/Commissioner Thompson, to approve Consent Calendar Items # 3 - 6 as presented, affirming the actions appropriate to each item.

Motion carried 5 - 0 as follows: AYES: Allawos, Elias, Davis, Thompson, Fredendall; NOES: None; ABSENT: None; ABSTAIN: None.

3. Affirm minutes from the February 25, 2026 meeting

The City Council, Successor Agency, and Housing Authority affirmed the minutes as presented.

4. Review and Affirm Disbursements for February 2026 in the amount of $4,591,307.49

The City Council and Successor Agency reviewed and affirmed disbursements for February 2026 in the amount of $4,591,307.49.

5. Adoption of a Universal Resolution Designating the City's Authorized Agents for Non-State Agencies as Required by the California Office of Emergency Services

The City Council adopted **Resolution CC 2026-04** entitled, "A UNIVERSAL RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENDORA, CALIFORNIA, DESIGNATING THE CITY'S AUTHORIZED AGENTS FOR NON-STATE AGENCIES AS REQUIRED BY THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES."

6. Consider a Contract Services Agreement with AKM Consulting Engineers for Hydraulic Fire Flow Analysis Testing for a one-year period in an amount not to exceed $35,000

The City Council 1. Approved a Contract Services Agreement with AKM Consulting Engineers for Hydraulic Fire Flow Analysis Testing for Land Use Analysis, in an amount not to exceed $35,000 per year; and 2. Authorize the City Manager or his designee to execute the Agreement, including minimal and/or non-substantive changes.

UNFINISHED BUSINESS

7. Strategic Plan Update for February 2026

A motion was made by Councilmember Allawos, seconded by Councilmember Thompson, that the City Council, receive and file.

Motion carried 5 - 0 as follows: AYES: Allawos, Elias, Thompson, Davis, Fredendall; NOES: None; ABSENT: None; ABSTAIN: None.

8. Consider an Agreement with General Technologies and Solutions LLC for Design Services for the HSIP Cycle 12 – Safety Enhancements and Improvements at 10 Signalized Intersections in an amount not to exceed $224,880

A motion was made by Councilmember Allawos, seconded by Councilmember Thompson, that the City Council, approve the following actions: 1. Award the Contract Services Agreement to General Technologies and Solutions LLC, for the HSIP Cycle 12 – Safety Enhancements and Improvements at 10 Signalized Intersections Project, Plan No. 1400, in the amount of $224,880; 2. Authorize a 10% contingency in the amount of $22,488; and 3. Authorize the City Manager or his designee to execute the Agreement including minimal and/or non-substantive changes.

Motion carried 5 - 0 as follows: AYES: Allawos, Elias, Thompson, Davis, Fredendall; NOES: None; ABSENT: None; ABSTAIN: None.

MEMBER/STAFF CLOSING COMMENTS
City Manager/Executive Director Raymond provided a brief update on staff response to recent storms and thanked community members who assisted neighbors and helped with cleanup efforts.

Assistant Public Works Director Velasquez-Santoya clarified that palm fronds or debris originating in the street and moved to the curb for collection would be collected by the City, while debris generated on private property should be placed in residents' "black" waste bins; residents were also encouraged to contact the City if debris in the public right-of-way had not yet been addressed.

Councilmember/Commissioner Thompson requested that Southern California Edison consider minimizing the duration of the upcoming planned power outages in the Morgan Ranch area, due to anticipated high temperatures.

Councilmember/Commissioner Allawos extended birthday wishes to his wife.

ADJOURNMENT
Meeting was adjourned at 8:23 PM.

Kathleen R. Sessman, MMC
City Clerk/Communication Director

Minutes were approved on _____.

STAFF REPORT

TO:	**Mayor and Council Members**	**DATE:**	**March 24, 2026**
FROM:	**Finance**	**DISTRICT(S):**	**Citywide**
SUBJECT:	**City of Glendora and Glendora Successor Agency Investment Report for February 2026**		

RECOMMENDATION
That the City Council and Successor Agency:

1. Receive and file the Monthly Investment Activity Report for February 2026.

STRATEGIC FOCUS AREAS
Not Applicable.

EXECUTIVE SUMMARY
The City's total book value of cash and investments as of February 28, 2026, was $125,774,763, representing an increase of $1,900,003 (1.53%) compared to the prior month. This increase is primarily attributable to the receipt of $1,799,041.55 of Measure W (Storm Water/Safe Clean Water) allocations from Los Angeles County.

LEGISLATIVE HISTORY / PREVIOUS ACTIONS
Pursuant to Section 19 of the City's FY 2025-26 Investment Policy, a monthly investment report must be provided to the City Council to provide a clear picture of the status of the current portfolio.

DISCUSSION
In accordance with the City's FY 2025-26 Investment Policy, the attached investment reports provide detailed information on the City's investment portfolio as of the end of the reporting period. The report includes a listing of individual securities by authorized investment category, average life and final maturity, coupon or earnings rate, par value, market value, and book value. The report also includes investments managed on behalf of the City by third-party investment managers.

During the month of February, the City completed five investment purchases, consisting of Federal Agency Securities, U.S. Treasury Notes and Certificates of Deposit, totaling $2,244,219.79. Additionally, two securities matured totaling $1,445,000, resulting in no realized gains or losses for the month.

FISCAL IMPACT
There is no fiscal impact associated with the recommended action.

ENVIRONMENTAL DETERMINATION
Not Applicable

Prepared By:	George Perez-Sosa, Accounting Technician
Concurs With:	Not Applicable
Reviewed By:	George Perez-Sosa, Accounting Technician
Certified to Availability of Funds:	Kyle Johnson, Finance Director/City Treasurer

Approved By:	Adam Raymond, City Manager
Legal Review:	Not Applicable
CEQA Review:	Not Applicable

Attachments

A_February_2026_Investment_Report.pdf

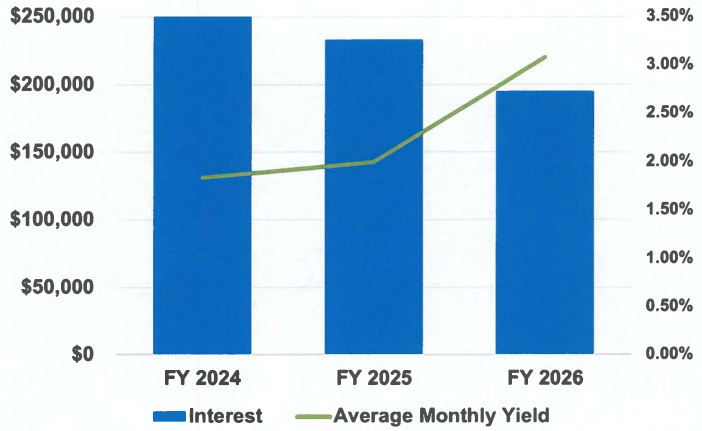
CITY OF GLENDORA
INVESTMENT REPORT SUMMARY
February 28, 2026

Pursuant to California Government Code Section 53600 et seq. and Section 16 of the City of Glendora's Investment Policy, a monthly investment report must be provided to the City Council providing a clear picture of the status of the current investment portfolio. Included in the report are several specific items relating to portfolio holdings including, but not limited to, investment type, par value, market value, book value, coupon rate and yield to maturity.

The report is in conformity with the City's Investment Policy and California Government Code 53601. Per the policy, the report reflects pooled cash from all city funds. It does not reflect any restrictions associated with how each individual fund can be utilized. This information is provided through other financial reports that include the budget, Annual Comprehensive Financial Report and other financial reports available through the website.

The objective of the City investments is to provide safety of principal and liquidity, while then providing a return on investments. (Section 4 of the policy). All brokered transactions are held by a third-party custodian designated by the Treasurer. (Section 14 of the policy). There is currently one custodial account, which is UBS.

Below is a comparison of the average monthly yield and interest received from prior years for the same month, along with a visual graph:



February	FY 2024	FY 2025	FY 2026
Interest	$308,164	$233,100	$195,345
Average Monthly Yield	1.84%	2.00%	3.08%

I hereby certify that the investments are in compliance with the investment policy adopted by the City Council. The investment portfolio provides sufficient funds to meet the budgeted expenditures over the next six months.

Approved By:

Kyle Johnson, Finance Director/City Treasurer

Branch office
251 South Lake Avenue
10th Floor
Pasadena, CA 911013003

Financial Advisor
CHEN/GIORDANO/CRAWFORD
626-405-4753

UBS Client Review

As of February 28, 2026

Report Prepared for: City of Glendora

*** excluded from performance exhibits**

Account Number	Account Name	Type
SX XX180	City of Glendora	Business Service Account
@SX XXX279*	CITY OF GL	Non UBS Investment LAIF
@SX XXX283*	CITY OF GL	Non UBS Investment Bank of America

What's inside

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Asset Allocation Review

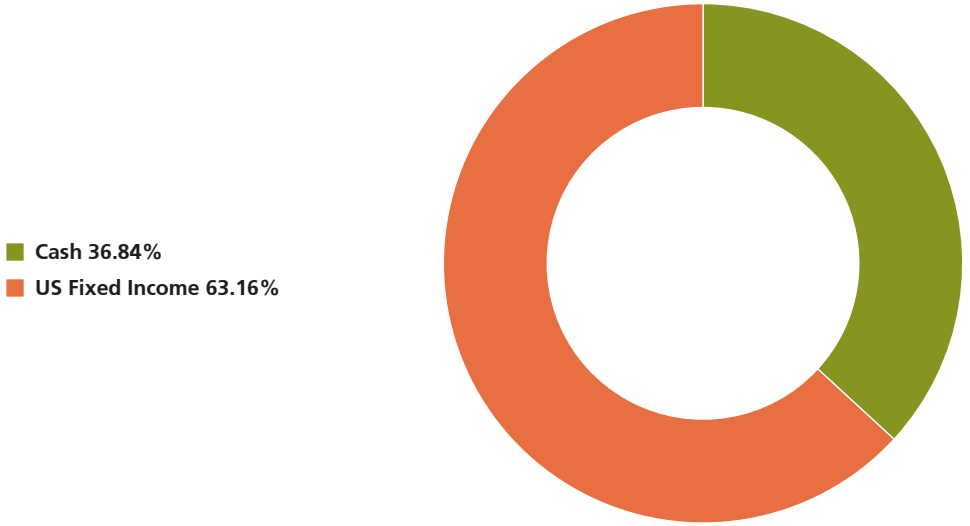
as of February 28, 2026

Summary of Asset Allocation

	Market value ($)	% of Portfolio
Cash	**47,602,932.62**	**36.84**
Cash	**47,602,932.62**	**36.84**
US	47,602,932.62	36.84
Fixed Income	**81,604,166.60**	**63.16**
US	**81,604,166.60**	**63.16**
US Fixed Income	15,404,225.67	11.92
Government	45,079,659.17	34.89
Corporate IG Credit	21,120,281.77	16.35
Equity	**0.00**	**0.00**
Commodities	**0.00**	**0.00**
Non-Traditional	**0.00**	**0.00**
Other	**0.00**	**0.00**
Total Portfolio	**$129,207,099.22**	**100%**

Balanced mutual funds and Insurance & Annuity products are allocated in the 'Other' category

Total Value: $129,207,099.22

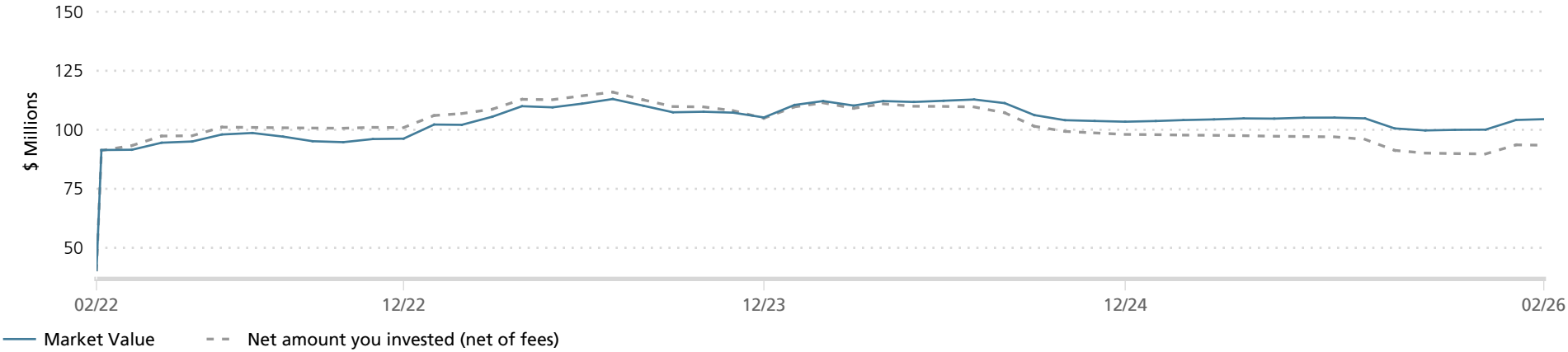


Assets held at other financial institutions are included in this report. We have not verified, and are not responsible for, the accuracy or completeness of this information.
Accrued interest, if any, has been included in the total market value.

Report created on: March 16, 2026

Sources of Portfolio Value

as of February 28, 2026



	MTD 01/31/2026 to 02/28/2026	QTD 12/31/2025 to 02/28/2026	YTD 12/31/2025 to 02/28/2026	ITD 02/23/2022 to 02/28/2026
Opening value	**104,154,837.42**	**100,060,599.72**	**100,060,599.72**	**40,589,214.16**
Net deposits/withdrawals	-136,465.22	3,701,454.66	3,701,454.66	52,874,543.45
Div./interest income	203,805.69	381,685.46	381,685.46	8,156,903.30
Change in accr. interest	52,494.77	129,015.06	129,015.06	479,210.41
Change in value	218,629.18	220,546.93	220,546.93	2,393,430.50
Closing value	**104,493,301.83**	**104,493,301.83**	**104,493,301.83**	**104,493,301.83**
Net Time-weighted ROR	0.46	0.71	0.71	2.46

Performance returns are annualized after 1 year. Net deposits and withdrawals include program and account fees.

Benchmarks - Annualized time-weighted returns

US Treasury Bill - 3 Mos	0.28	0.58	0.58	4.19
BofA Corp/Gov 1-5Y	0.75	0.97	0.97	2.95
BBG Agg Bond	1.64	1.75	1.75	1.44

Bond Summary

as of February 28, 2026

Bond Overview

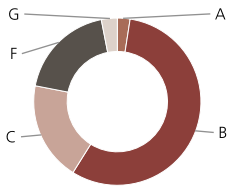
Total quantity	81,416,000
Total market value	$81,057,688.69
Total accrued interest	$546,477.91
Total market value plus accrued interest	$81,604,166.60
Total estimated annual bond interest	$2,384,974.25
Average coupon	2.94%
Average current yield	2.94%
Average yield to maturity	3.75%
Average yield to worst	3.63%
Average modified duration	1.88
Average effective maturity	2.21

Investment Type Allocation

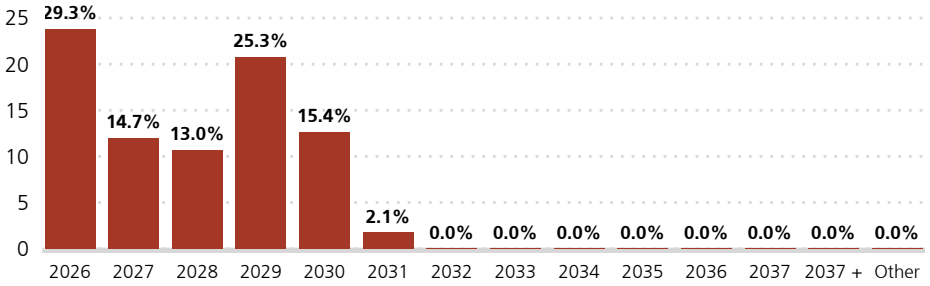
Investment type	Taxable ($)	Tax-exempt / deferred ($)	Total ($)	% of bond port.
Certificates of deposit	15,404,225.67	0.00	15,404,225.67	18.88
U.S. corporates	21,120,281.77	0.00	21,120,281.77	25.88
U.S. federal agencies	32,353,855.81	0.00	32,353,855.81	39.65
U.S. treasuries	12,725,803.36	0.00	12,725,803.36	15.59
Total	**$81,604,166.61**	**$0.00**	**$81,604,166.61**	**100%**

Credit Quality of Bond Holdings

Effective credit rating		Issues	Value on 02/28/2026 ($)	% of port.
A	Aaa/AAA/AAA	1	2,000,981.11	2.47
B	Aa/AA/AA	36	46,068,784.17	56.42
C	A/A/A	16	15,621,044.68	19.14
D	Baa/BBB/BBB	0	0.00	0.00
E	Non-investment grade	0	0.00	0.00
F	Certificate of deposit	63	15,404,225.67	18.90
G	Not rated	4	2,509,130.97	3.07
Total		**120**	**$81,604,166.60**	**100%**



Bond Maturity Schedule



Cash, mutual funds and some preferred securities are not included.

Includes all fixed income securities in the selected portfolio. Average yields and durations exclude Structured Product, Pass-Through, Perpetual Preferred, and Foreign securities. Accrued interest, if any, has been included in the total market value.

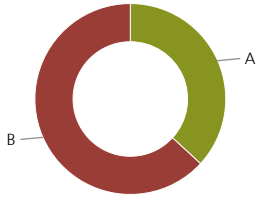
UBS

Portfolio Holdings

as of February 28, 2026

Summary of Portfolio Holdings

	Cost basis ($)	Value on 02/28/2026 ($)	Unrealized gain/loss ($)	Unrealized gain/loss (%)	Est. annual income ($)	Current yield (%)	% of portfolio
A Cash	**47,602,933**	**47,602,933**	**0**	**0.00%**	**772,587**	**1.62%**	**36.84%**
Cash	**47,602,933**	**47,602,933**	**0**	**0.00%**	**772,587**	**1.62%**	**36.84%**
US	47,602,933	47,602,933	0	0.00%	772,587	1.62%	36.84%
B Fixed Income	**78,174,434***	**81,604,167**	**939,986***	**1.20%***	**2,384,974**	**2.92%**	**63.16%**
US	**78,174,434***	**81,604,167**	**939,986***	**1.20%***	**2,384,974**	**2.92%**	**63.16%**
US Fixed Income	14,860,085*	15,404,226	55,673*	0.37%*	526,459	3.42%	11.92%
Government	42,585,130*	45,079,659	493,251*	1.16%*	1,247,030	2.77%	34.89%
Corporate IG Credit	20,729,220	21,120,282	391,062	1.89%	611,485	2.90%	16.35%
C Equity	**0**	**0**	**0**	**0.00%**	**NA**	**NA**	**0.00%**
D Commodities	**0**	**0**	**0**	**0.00%**	**NA**	**NA**	**0.00%**
E Non-Traditional	**0**	**0**	**0**	**0.00%**	**NA**	**NA**	**0.00%**
F Other	**0**	**0**	**0**	**0.00%**	**NA**	**NA**	**0.00%**
Total Portfolio	**$125,777,367***	**$129,207,099**	**$939,986***	**0.75%***	**$3,157,561**	**2.44%**	**100%**



Balanced mutual funds and Insurance & Annuity products are allocated in the 'Other' category

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Accrued interest, if any, has been included in the total market value.

UBS

Portfolio Holdings

as of February 28, 2026 *(continued)*

Details of Portfolio Holdings

	Cost basis ($)	Market value ($)	Unrealized gain/loss ($)	Unrealized gain/loss (%)	Est. annual income ($)	Current yield (%)	% of asset class	% of portfolio
Total Portfolio	**$125,777,367***	**$129,207,099**	**$939,986***	**0.75%***	**$3,157,561**	**2.44%**	**100%**	**100%**

Cash	Quantity	Purchase price ($) / Avg Price	Price on 02/28/2026 ($)	Cost basis ($)	Market value ($)	Unrealized gain/loss ($)	Unrealized gain/loss (%)	Est. annual income ($)	Current yield (%)	% of Cash	% of portfolio
Cash											
US											
Outside ASSET[1] [Outside Account @SX XXX279]		1.00	1.00	19,026,869.33	19,026,869.33	0.00	0.00%	NA	NA	39.97%	14.73%
Outside ASSET[1] [Outside Account @SX XXX283]		1.00	1.00	5,686,928.06	5,686,928.06	0.00	0.00%	NA	NA	11.95%	4.40%
UBS INSURED SWEEP PROGRAM	1,336,701.12	1.00	1.00	1,336,701.12	1,336,701.12	0.00	0.00%	1,336.70	0.10%	2.81%	1.03%
UBS SELECT TREASURY INSTITUTIONAL FUND	21,664,337.61	1.00	1.00	21,664,337.61	21,664,337.61	0.00	0.00%	771,250.42	3.56%	45.51%	16.77%
USD CASH	-111,903.50	1.00	1.00	-111,903.50	-111,903.50	0.00	0.00%	NA	NA	-0.24%	-0.09%
Total US				**$47,602,933**	**$47,602,933**	**$0**	**0.00%**	**$772,587**	**1.62%**	**100%**	**36.84%**
Total Cash				**$47,602,933**	**$47,602,933**	**$0**	**0.00%**	**$772,587**	**1.62%**	**100%**	**36.84%**
Total Cash				**$47,602,933**	**$47,602,933**	**$0**	**0.00%**	**$772,587**	**1.62%**	**100%**	**36.84%**

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UBS

Portfolio Holdings

as of February 28, 2026 *(continued)*

Fixed Income	Quantity	Purchase price ($) / Avg Price	Price on 02/28/2026 ($)	Cost basis ($)	Market value ($)	Amort/Accr.($) as of 02/27/2026	Unrealized gain/loss ($)	Unrealized gain/loss (%)	Est. annual income ($)	Current yield (%)	% of Fixed Income	% of portfolio
US												
US Fixed Income												
AFFINITY PLUS MN US RT 05.0500% MAT 03/20/26 LICU SHARE CERTIFICATE	245,000.00	100.00	100.10	245,000.00	245,521.08	0.00	521.08	0.21%	12,372.50	5.04%	0.30%	0.19%
ALLY BK UT US RT 03.5500% MAT 06/30/26 FIXED RATE CD	245,000.00	100.00	99.90	245,000.00	246,177.38	0.00	1,177.38	0.48%	8,697.50	3.53%	0.30%	0.19%
AMER EXPRESS NATL UT US RT 03.6000% MAT 09/25/29 FIXED RATE CD	245,000.00	98.05	99.09	240,222.50	246,549.94	0.00	6,327.44	2.63%	8,820.00	3.58%	0.30%	0.19%
AMER NATL BK OMA NE US RT 04.2500% MAT 03/21/28 FIXED RATE CD	245,000.00	100.00	100.05	245,000.00	245,312.39	0.00	312.39	0.13%	10,412.50	4.24%	0.30%	0.19%
ARBOR FINL CREDIT MI US RT 05.0000% MAT 04/03/28 FIXED RATE CD	245,000.00	100.00	100.13	245,000.00	246,164.89	0.00	1,164.89	0.48%	12,250.00	4.98%	0.30%	0.19%
BANK HAPOALIM BM N NY US RT 03.7000% MAT 07/30/27 FIXED RATE CD	245,000.00	100.00	99.86	245,000.00	245,379.68	0.00	379.68	0.15%	9,065.00	3.69%	0.30%	0.19%
BANK OF AMERICA NA NC US RT 03.6500% MAT 07/30/27 FIXED RATE CD	245,000.00	100.00	99.79	245,000.00	245,203.35	0.00	203.35	0.08%	8,942.50	3.65%	0.30%	0.19%
BANKUNITED NA FLOR FL US RT 00.9500% MAT 03/31/26 FIXED RATE CD	245,000.00	100.00	99.76	245,000.00	244,595.45	0.00	-404.55	-0.17%	2,327.50	0.95%	0.30%	0.19%
BMO HARRIS BK NA IL US RT 00.8000% MAT 03/18/26 FIXED RATE CD	245,000.00	100.00	99.84	245,000.00	245,004.43	0.00	4.43	0.00%	1,960.00	0.80%	0.30%	0.19%
BMW BK OF NA NA UT US RT 03.6000% MAT 10/17/28 FIXED RATE CD	245,000.00	99.89	99.39	244,735.91	246,736.18	0.00	2,000.27	0.82%	8,820.00	3.57%	0.30%	0.19%
BRIGHTSTAR CR UN FL US RT 03.9000% MAT 08/20/27 LICU SHARE CERTIFICATE	245,000.00	100.00	100.17	245,000.00	245,621.02	0.00	621.02	0.25%	9,555.00	3.89%	0.30%	0.19%
CAPITAL ONE BK USA VA US RT 01.1500% MAT 11/24/26 FIXED RATE CD	245,000.00	100.00	98.10	245,000.00	241,078.69	0.00	-3,921.31	-1.60%	2,817.50	1.17%	0.30%	0.19%

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UBS

Portfolio Holdings

as of February 28, 2026 *(continued)*

Fixed Income	Quantity	Purchase price ($) / Avg Price	Price on 02/28/2026 ($)	Cost basis ($)	Market value ($)	Amort/Accr.($) as of 02/27/2026	Unrealized gain/loss ($)	Unrealized gain/loss (%)	Est. annual income ($)	Current yield (%)	% of Fixed Income	% of portfolio
US												
US Fixed Income												
CAPITAL ONE NA VA US RT 01.1500% MAT 11/24/26 FIXED RATE CD	245,000.00	100.00	98.10	245,000.00	241,078.69	0.00	-3,921.31	-1.60%	2,817.50	1.17%	0.30%	0.19%
CELTIC BK UT US RT 03.6500% MAT 04/29/30 FIXED RATE CD	245,000.00	98.17	99.01	240,525.91	243,302.15	0.00	2,776.24	1.15%	8,942.50	3.68%	0.30%	0.19%
CENTRAL BK AR US RT 04.2000% MAT 08/19/30 FIXED RATE CD	245,000.00	100.00	100.04	245,000.00	245,341.93	0.00	341.93	0.14%	10,290.00	4.19%	0.30%	0.19%
CFG COMMUNITY BANK MD US RT 03.8000% MAT 03/11/26 FIXED RATE CD	245,000.00	100.00	100.00	245,000.00	245,431.17	0.00	431.17	0.18%	9,310.00	3.79%	0.30%	0.19%
CIBC BANK ILLINOIS IL US RT 05.0000% MAT 03/24/26 FIXED RATE CD	245,000.00	100.00	100.07	245,000.00	250,433.33	0.00	5,433.33	2.22%	12,250.00	4.89%	0.31%	0.19%
COMENITY BANK DE US RT 03.8500% MAT 09/15/27 JUMBO CD - HELD AT UBS	200,000.00	100.00	99.61	200,000.00	199,748.83	0.00	-251.17	-0.13%	7,700.00	3.85%	0.24%	0.15%
CONNEXUS CREDIT UN WI US RT 04.0000% MAT 09/03/27 LICU SHARE CERTIFICATE	245,000.00	100.00	100.31	245,000.00	246,438.08	0.00	1,438.08	0.59%	9,800.00	3.98%	0.30%	0.19%
CY-FAIR FED CREDIT TX US RT 05.3000% MAT 07/14/28 FIXED RATE CD	245,000.00	100.00	100.21	245,000.00	246,002.75	0.00	1,002.75	0.41%	12,985.00	5.28%	0.30%	0.19%
DISCOVER BANK DE US RT 03.2000% MAT 05/24/27 FIXED RATE CD	245,000.00	100.00	99.30	245,000.00	245,347.03	0.00	347.03	0.14%	7,840.00	3.20%	0.30%	0.19%
DIVERSIFIED MEMBER MI US RT 04.3000% MAT 04/28/28 FIXED RATE CD	245,000.00	100.00	100.05	245,000.00	245,954.63	0.00	954.63	0.39%	10,535.00	4.28%	0.30%	0.19%
DORT FINL CREDIT U MI US RT 03.7000% MAT 10/10/28 LICU SHARE CERTIFICATE	245,000.00	100.00	99.68	245,000.00	245,651.57	0.00	651.57	0.27%	9,065.00	3.69%	0.30%	0.19%

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UBS

Portfolio Holdings

as of February 28, 2026 *(continued)*

Fixed Income	Quantity	Purchase price ($) / Avg Price	Price on 02/28/2026 ($)	Cost basis ($)	Market value ($)	Amort/Accr.($) as of 02/27/2026	Unrealized gain/loss ($)	Unrealized gain/loss (%)	Est. annual income ($)	Current yield (%)	% of Fixed Income	% of portfolio
US												
US Fixed Income												
EAGLEMARK SVGS BK NV US RT 02.0000% MAT 03/02/27 FIXED RATE CD	245,000.00	100.09	98.28	245,230.80	243,184.11	-872.32	-2,046.69	-0.83%	4,900.00	2.01%	0.30%	0.19%
ESSENTIAL FED CRED LA US RT 04.7000% MAT 06/15/27 LICU SHARE CERTIFICATE	245,000.00	100.00	101.19	245,000.00	248,318.27	0.00	3,318.27	1.35%	11,515.00	4.64%	0.30%	0.19%
FARMERS & MERCHANT WI US RT 03.8500% MAT 11/08/27 FIXED RATE CD	245,000.00	100.00	100.08	245,000.00	245,766.98	0.00	766.98	0.31%	9,432.50	3.84%	0.30%	0.19%
FIRST FED SVGS BK IN US RT 04.2000% MAT 07/11/28 FIXED RATE CD	245,000.00	100.00	100.06	245,000.00	245,626.26	0.00	626.26	0.26%	10,290.00	4.19%	0.30%	0.19%
FIRST FEDERAL BANK FL US RT 03.7500% MAT 10/17/30 FIXED RATE CD	245,000.00	99.95	99.21	244,877.50	246,439.90	0.00	1,562.40	0.64%	9,187.50	3.73%	0.30%	0.19%
FIRST GTY BK HAMMO LA US RT 04.3500% MAT 11/06/28 FIXED RATE CD	219,000.00	100.00	100.05	219,000.00	222,078.33	0.00	3,078.33	1.41%	9,526.50	4.29%	0.27%	0.17%
GOLDMAN SACHS BANK NY US RT 04.0000% MAT 03/20/28 FIXED RATE CD	245,000.00	100.00	100.30	245,000.00	250,121.24	0.00	5,121.24	2.09%	9,800.00	3.92%	0.31%	0.19%
GREENSTATE CREDIT IA US RT 00.9500% MAT 04/16/26 FIXED RATE CD	245,000.00	100.00	99.64	245,000.00	244,282.82	0.00	-717.18	-0.29%	2,327.50	0.95%	0.30%	0.19%
GUARANTY BK MO US RT 03.8000% MAT 01/12/29 FIXED RATE CD	245,000.00	99.49	99.93	243,750.40	245,243.96	0.00	1,493.56	0.61%	9,310.00	3.80%	0.30%	0.19%
JPMORGAN CHASE BK DE US RT 03.7000% MAT 09/30/30 FIXED RATE CD	245,000.00	99.30	98.81	243,285.00	245,837.13	0.00	2,552.13	1.05%	9,065.00	3.69%	0.30%	0.19%
KEMBA FINL CREDIT OH US RT 03.6000% MAT 10/12/27 FIXED RATE CD	245,000.00	100.00	99.69	245,000.00	244,694.72	0.00	-305.28	-0.12%	8,820.00	3.60%	0.30%	0.19%

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Accrued interest, if any, has been included in the total market value.

UBS

Portfolio Holdings

as of February 28, 2026 *(continued)*

Fixed Income	Quantity	Purchase price ($) / Avg Price	Price on 02/28/2026 ($)	Cost basis ($)	Market value ($)	Amort/Accr.($) as of 02/27/2026	Unrealized gain/loss ($)	Unrealized gain/loss (%)	Est. annual income ($)	Current yield (%)	% of Fixed Income	% of portfolio
US												
US Fixed Income												
LAFAYETTE FED CRED MD US RT 03.2500% MAT 06/15/27 LICU SHARE CERTIFICATE	245,000.00	100.00	99.35	245,000.00	243,691.10	0.00	-1,308.90	-0.53%	7,962.50	3.27%	0.30%	0.19%
LIVE OAK BKG CO NC US RT 00.8000% MAT 08/13/26 FIXED RATE CD	245,000.00	100.00	98.66	245,000.00	241,854.64	0.00	-3,145.36	-1.28%	1,960.00	0.81%	0.30%	0.19%
MEDALLION BK UT US RT 03.8000% MAT 02/12/31 FIXED RATE CD	245,000.00	-	99.36	-	243,830.31	0.00	-	-	9,310.00	3.82%	0.30%	0.19%
METRO CREDIT UNION MA US RT 01.7000% MAT 02/18/27 LICU SHARE CERTIFICATE	245,000.00	100.00	98.05	245,000.00	240,520.80	0.00	-4,479.20	-1.83%	4,165.00	1.73%	0.29%	0.19%
MORGAN STANLEY BK UT US RT 03.8500% MAT 02/25/28 FIXED RATE CD	245,000.00	100.00	99.99	245,000.00	245,053.03	0.00	53.03	0.02%	9,432.50	3.85%	0.30%	0.19%
MORGAN STANLEY PRI NY US RT 04.0000% MAT 08/29/30 FIXED RATE CD	245,000.00	100.00	100.07	245,000.00	250,075.12	0.00	5,075.12	2.07%	9,800.00	3.92%	0.31%	0.19%
MUTUALONE BANK MA US RT 03.6000% MAT 10/06/27 FIXED RATE CD	245,000.00	100.00	99.65	245,000.00	247,651.24	0.00	2,651.24	1.08%	8,820.00	3.56%	0.30%	0.19%
NEW ORLEANS FIREME LA US RT 05.0000% MAT 07/17/28 FIXED RATE CD	245,000.00	100.00	102.66	245,000.00	251,886.18	0.00	6,886.18	2.81%	12,250.00	4.86%	0.31%	0.19%
NEW YORK CMNTY BK NY US RT 00.7000% MAT 07/01/26 FIXED RATE CD	245,000.00	100.00	98.95	245,000.00	242,716.77	0.00	-2,283.23	-0.93%	1,715.00	0.71%	0.30%	0.19%
OCEANAIR FED CREDI CA US RT 03.6000% MAT 10/10/30 FIXED RATE CD	245,000.00	100.00	98.59	245,000.00	244,957.58	0.00	-42.42	-0.02%	8,820.00	3.60%	0.30%	0.19%
OKLAHOMA EDUCATORS OK US RT 03.7000% MAT 08/14/28 FIXED RATE CD	245,000.00	-	99.70	-	244,637.53	0.00	-	-	9,065.00	3.71%	0.30%	0.19%

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Accrued interest, if any, has been included in the total market value.

UBS

Portfolio Holdings

as of February 28, 2026 *(continued)*

Fixed Income	Quantity	Purchase price ($) / Avg Price	Price on 02/28/2026 ($)	Cost basis ($)	Market value ($)	Amort/Accr.($) as of 02/27/2026	Unrealized gain/loss ($)	Unrealized gain/loss (%)	Est. annual income ($)	Current yield (%)	% of Fixed Income	% of portfolio
US												
US Fixed Income												
PENTAGON FED CREDI VA US RT 01.7000% MAT 02/18/27 CREDIT UNION SHARE CERT	245,000.00	100.00	98.06	245,000.00	240,356.21	0.00	-4,643.79	-1.90%	4,165.00	1.73%	0.29%	0.19%
REGENT BK OK US RT 03.9500% MAT 12/22/28 FIXED RATE CD	245,000.00	100.00	100.04	245,000.00	245,240.37	0.00	240.37	0.10%	9,677.50	3.95%	0.30%	0.19%
SALLIE MAE BANK UT US RT 04.0500% MAT 11/21/29 FIXED RATE CD	245,000.00	99.80	100.56	244,510.00	249,073.11	0.00	4,563.11	1.87%	9,922.50	3.98%	0.31%	0.19%
STATE BANK OF INDI NY US RT 00.9000% MAT 03/25/26 FIXED RATE CD	245,000.00	100.00	99.79	245,000.00	245,430.36	0.00	430.36	0.18%	2,205.00	0.90%	0.30%	0.19%
STATE BK IL US RT 04.1000% MAT 11/26/29 FIXED RATE CD	245,000.00	100.00	100.74	245,000.00	249,387.68	0.00	4,387.68	1.79%	10,045.00	4.03%	0.31%	0.19%
SYNCHRONY BANK UT US RT 03.6000% MAT 10/24/30 FIXED RATE CD	245,000.00	99.60	98.97	244,020.42	245,547.83	0.00	1,527.41	0.63%	8,820.00	3.59%	0.30%	0.19%
TAB BANK INC UT US RT 03.8000% MAT 08/13/27 FIXED RATE CD	245,000.00	100.00	100.04	245,000.00	245,419.79	0.00	419.79	0.17%	9,310.00	3.79%	0.30%	0.19%
TECHNOLOGY CREDIT CA US RT 05.0000% MAT 03/23/26 CREDIT UNION SHARE CERT	245,000.00	100.00	100.12	245,000.00	246,190.36	0.00	1,190.36	0.49%	12,250.00	4.98%	0.30%	0.19%
TOYOTA FINL SVG BK NV US RT 00.9000% MAT 04/22/26 FIXED RATE CD	245,000.00	100.00	99.57	245,000.00	244,718.45	0.00	-281.55	-0.11%	2,205.00	0.90%	0.30%	0.19%
TRUIST BK NC US RT 04.4500% MAT 06/27/30 FIXED RATE CD	245,000.00	100.00	100.08	245,000.00	252,543.99	0.00	7,543.99	3.08%	10,902.50	4.32%	0.31%	0.20%
TRUXTON TR CO NASH TN US RT 04.1000% MAT 02/27/30 FIXED RATE CD	245,000.00	99.98	100.00	244,938.75	245,860.49	0.00	921.74	0.38%	10,045.00	4.09%	0.30%	0.19%

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UBS

Portfolio Holdings

as of February 28, 2026 *(continued)*

Fixed Income	Quantity	Purchase price ($) / Avg Price	Price on 02/28/2026 ($)	Cost basis ($)	Market value ($)	Amort/Accr.($) as of 02/27/2026	Unrealized gain/loss ($)	Unrealized gain/loss (%)	Est. annual income ($)	Current yield (%)	% of Fixed Income	% of portfolio
US												
US Fixed Income												
UBS BANK UT US RT 00.8500% MAT 06/16/26 FIXED RATE CD	245,000.00	100.00	99.14	245,000.00	242,959.02	0.00	-2,040.98	-0.83%	2,082.50	0.86%	0.30%	0.19%
USF FED CREDIT UNI FL US RT 03.9000% MAT 05/01/28 LICU SHARE CERTIFICATE	245,000.00	100.00	100.13	245,000.00	246,032.66	0.00	1,032.66	0.42%	9,555.00	3.88%	0.30%	0.19%
VALLEYSTAR CR UN M VA US RT 05.0000% MAT 03/20/26 LICU SHARE CERTIFICATE	245,000.00	100.00	100.10	245,000.00	245,511.04	0.00	511.04	0.21%	12,250.00	4.99%	0.30%	0.19%
VIBRANT CREDIT UNI IL US RT 03.6500% MAT 10/27/27 LICU SHARE CERTIFICATE	245,000.00	100.00	99.73	245,000.00	244,367.90	0.00	-632.10	-0.26%	8,942.50	3.66%	0.30%	0.19%
WELLS FARGO BK NA SD US RT 04.1000% MAT 02/06/29 FIXED RATE CD	245,000.00	100.00	100.77	244,987.75	247,487.05	0.00	2,499.30	1.02%	10,045.00	4.06%	0.30%	0.19%
WESTERN ALLIANCE B AZ US RT 03.6500% MAT 07/30/27 FIXED RATE CD	245,000.00	100.00	99.79	245,000.00	245,203.35	0.00	203.35	0.08%	8,942.50	3.65%	0.30%	0.19%
WORKERS CREDIT UNI MA US RT 04.1000% MAT 11/22/27 LICU SHARE CERTIFICATE	245,000.00	100.00	100.49	245,000.00	246,353.37	0.00	1,353.37	0.55%	10,045.00	4.08%	0.30%	0.19%
Total US Fixed Income				**$14,860,085***	**$15,404,226**	**-$872.32**	**$55,673***	**0.37%***	**$526,459**	**3.42%**	**18.88%**	**11.92%**
Government												
FARMER MAC MED TERM NTS 03.800 % DUE 122228 DTD 122225 FC 06222026	1,000,000.00	-	100.00	-	1,006,936.67	0.00	-	-	38,000.00	3.77%	1.23%	0.78%
FARMER MAC MED TERM NTS 03.930 % DUE 011331 DTD 011326 FC 07132026	500,000.00	-	98.25	-	493,706.25	0.00	-	-	19,650.00	3.98%	0.61%	0.38%
FARMER MAC MED TERM NTS 04.330 % DUE 090429 DTD 090425 FC 03042026	500,000.00	100.00	100.00	500,004.67	510,474.17	-0.59	10,469.50	2.09%	21,650.00	4.24%	0.63%	0.40%

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UBS

Portfolio Holdings

as of February 28, 2026 *(continued)*

Fixed Income	Quantity	Purchase price ($) / Avg Price	Price on 02/28/2026 ($)	Cost basis ($)	Market value ($)	Amort/Accr.($) as of 02/27/2026	Unrealized gain/loss ($)	Unrealized gain/loss (%)	Est. annual income ($)	Current yield (%)	% of Fixed Income	% of portfolio
US												
Government												
FARMER MAC NTS 03.200 % DUE 082627 DTD 082922 FC 02262023	500,000.00	99.70	99.59	498,481.25	498,013.89	0.00	-467.36	-0.09%	16,000.00	3.21%	0.61%	0.39%
FEDERAL HOME LN BANK NTS 04.175 % DUE 031229 DTD 031225 FC 09122025	1,000,000.00	100.00	100.45	1,000,004.07	1,023,741.39	-1.18	23,737.32	2.37%	41,750.00	4.08%	1.25%	0.79%
FFCB BOND 01.840 % DUE 012627 DTD 012622 FC 07262022	2,000,000.00	100.00	98.46	2,000,000.00	1,972,431.11	0.00	-27,568.89	-1.38%	36,800.00	1.87%	2.42%	1.53%
FFCB BOND 04.000 % DUE 040130 DTD 040125 FC 10012025	1,000,000.00	100.12	101.87	1,001,237.75	1,035,053.33	-237.80	33,815.58	3.38%	40,000.00	3.86%	1.27%	0.80%
FFCB BOND 04.090 % DUE 071629 DTD 071625 FC 01162026	2,000,000.00	99.95	100.45	1,999,005.25	2,018,463.33	0.00	19,458.08	0.97%	81,800.00	4.05%	2.47%	1.56%
FFCB BOND 04.520 % DUE 051430 DTD 051425 FC 11142025	1,000,000.00	100.00	100.07	1,000,004.61	1,013,797.78	-0.65	13,793.17	1.38%	45,200.00	4.46%	1.24%	0.78%
FFCB NTS 00.940 % DUE 092826 DTD 092821 FC 03282022	2,000,000.00	100.00	98.46	2,000,000.00	1,976,933.33	0.00	-23,066.67	-1.15%	18,800.00	0.95%	2.42%	1.53%
FHLB BOND 01.050 % DUE 081326 DTD 081321 FC 02132022	1,000,000.00	96.84	98.88	968,385.25	989,257.50	0.00	20,872.25	2.16%	10,500.00	1.06%	1.21%	0.77%
FHLB BOND 01.780 % DUE 021027 DTD 021022 FC 08102022	2,000,000.00	100.00	98.33	2,000,000.00	1,968,340.00	0.00	-31,660.00	-1.58%	35,600.00	1.81%	2.41%	1.52%
FHLB BOND 02.010 % DUE 022527 DTD 022522 FC 08252022	3,215,000.00	95.65	98.49	3,075,098.40	3,167,120.61	0.00	92,022.21	2.99%	64,621.50	2.04%	3.88%	2.45%
FHLB BOND 03.250 % DUE 060928 DTD 050818 FC 12092018	500,000.00	99.87	99.81	499,366.75	502,600.97	0.00	3,234.22	0.65%	16,250.00	3.23%	0.62%	0.39%
FHLB BOND 03.750 % DUE 021128 DTD 021126 FC 08112026	500,000.00	-	99.95	-	500,635.42	0.00	-	-	18,750.00	3.75%	0.61%	0.39%

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UBS

Portfolio Holdings

as of February 28, 2026 *(continued)*

Fixed Income	Quantity	Purchase price ($) / Avg Price	Price on 02/28/2026 ($)	Cost basis ($)	Market value ($)	Amort/Accr.($) as of 02/27/2026	Unrealized gain/loss ($)	Unrealized gain/loss (%)	Est. annual income ($)	Current yield (%)	% of Fixed Income	% of portfolio
US												
Government												
FHLB BOND STEP-UP 3.5000% DUE 063026 DTD 063021 FC 12302021	2,000,000.00	100.00	99.92	2,000,000.00	2,010,066.67	0.00	10,066.67	0.50%	70,000.00	3.48%	2.46%	1.56%
FHLB NTS 1.0500% DUE 033026 DTD 033021 FC 09302021	2,000,000.00	100.00	99.79	2,000,000.00	2,004,550.00	0.00	4,550.00	0.23%	21,000.00	1.05%	2.46%	1.55%
FHLB NTS 1.1500% DUE 082626 DTD 082621 FC 02262022	2,000,000.00	100.00	98.64	2,000,000.00	1,972,927.78	0.00	-27,072.22	-1.35%	23,000.00	1.17%	2.42%	1.53%
FHLB NTS 1.5000% DUE 063026 DTD 063021 FC 12302021	2,000,000.00	100.00	99.27	2,000,000.00	1,990,340.00	0.00	-9,660.00	-0.48%	30,000.00	1.51%	2.44%	1.54%
FHLB NTS 04.500 % DUE 011730 DTD 071725 FC 01172026	1,000,000.00	100.00	100.21	1,000,004.60	1,007,185.00	-0.66	7,180.40	0.72%	45,000.00	4.47%	1.23%	0.78%
FHLMC NTS 04.000 % DUE 043029 DTD 043025 FC 10302025	650,000.00	99.75	99.91	648,380.25	658,101.17	0.00	9,720.92	1.50%	26,000.00	3.95%	0.81%	0.51%
FNMA NTS 04.050 % DUE 011531 DTD 012026 FC 07152026	1,000,000.00	99.98	100.20	999,755.25	1,006,305.00	0.00	6,549.75	0.66%	40,500.00	4.02%	1.23%	0.78%
FNMA NTS 04.300 % DUE 030430 DTD 031225 FC 09042025	1,000,000.00	100.00	100.51	1,000,004.32	1,025,893.33	-0.93	25,889.01	2.59%	43,000.00	4.19%	1.26%	0.79%
INTL FIN CORP NTS 00.500 % DUE 051526 DTD 052821 FC 11152021	2,000,000.00	100.00	99.91	2,000,000.00	2,000,981.11	0.00	981.11	0.05%	10,000.00	0.50%	2.45%	1.55%
US TSY NOTE 01.125 % DUE 10/31/26 DTD 10/31/21 FC 04/30/22	1,000,000.00	98.21	98.36	982,052.13	987,299.28	0.00	5,247.15	0.53%	11,250.00	1.14%	1.21%	0.76%
US TSY NOTE 02.875 % DUE 08/15/28 DTD 08/15/18 FC 02/15/19	500,000.00	98.63	98.83	493,165.41	494,656.23	0.00	1,490.82	0.30%	14,375.00	2.91%	0.61%	0.38%
US TSY NOTE 03.125 % DUE 11/15/28 DTD 11/15/18 FC 05/15/19	500,000.00	99.14	99.34	495,704.47	501,232.11	0.00	5,527.64	1.12%	15,625.00	3.12%	0.61%	0.39%

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UBS

Portfolio Holdings

as of February 28, 2026 *(continued)*

Fixed Income	Quantity	Purchase price ($) / Avg Price	Price on 02/28/2026 ($)	Cost basis ($)	Market value ($)	Amort/Accr.($) as of 02/27/2026	Unrealized gain/loss ($)	Unrealized gain/loss (%)	Est. annual income ($)	Current yield (%)	% of Fixed Income	% of portfolio
US												
Government												
US TSY NOTE 03.375 % DUE 09/15/28 DTD 09/15/25 FC 03/15/26	500,000.00	99.86	99.98	499,278.69	507,658.26	0.00	8,379.57	1.68%	16,875.00	3.32%	0.62%	0.39%
US TSY NOTE 03.500 % DUE 09/30/29 DTD 09/30/24 FC 03/31/25	1,000,000.00	98.47	100.23	984,716.19	1,016,789.23	0.00	32,073.04	3.26%	35,000.00	3.44%	1.25%	0.79%
US TSY NOTE 03.500 % DUE 10/15/28 DTD 10/15/25 FC 04/15/26	2,000,000.00	99.88	100.29	1,997,682.37	2,032,013.85	0.00	34,331.48	1.72%	70,000.00	3.44%	2.49%	1.57%
US TSY NOTE 03.500 % DUE 11/30/30 DTD 11/30/25 FC 05/31/26	500,000.00	99.44	99.97	497,177.13	504,171.92	0.00	6,994.79	1.41%	17,500.00	3.47%	0.62%	0.39%
US TSY NOTE 03.625 % DUE 10/31/30 DTD 10/31/25 FC 04/30/26	1,000,000.00	99.88	100.51	998,849.00	1,017,136.58	0.00	18,287.58	1.83%	36,250.00	3.56%	1.25%	0.79%
US TSY NOTE 03.750 % DUE 05/31/30 DTD 05/31/23 FC 11/30/23	1,000,000.00	98.65	101.06	986,458.38	1,019,901.98	0.00	33,443.60	3.39%	37,500.00	3.68%	1.25%	0.79%
US TSY NOTE 03.875 % DUE 11/30/29 DTD 11/30/22 FC 05/31/23	1,500,000.00	99.38	101.49	1,490,677.13	1,536,751.57	0.00	46,074.44	3.09%	58,125.00	3.78%	1.88%	1.19%
US TSY NOTE 03.875 % DUE 12/31/29 DTD 12/31/22 FC 06/30/23	1,017,000.00	97.76	101.50	994,218.09	1,038,718.65	0.00	44,500.56	4.48%	39,408.75	3.79%	1.27%	0.80%
US TSY NOTE 04.000 % DUE 10/31/29 DTD 10/31/22 FC 04/30/23	1,000,000.00	99.16	101.91	991,647.22	1,032,399.67	0.00	40,752.45	4.11%	40,000.00	3.87%	1.27%	0.80%
US TSY NOTE 04.125 % DUE 10/31/29 DTD 10/31/24 FC 04/30/25	1,000,000.00	98.38	102.34	983,770.88	1,037,074.03	0.00	53,303.15	5.42%	41,250.00	3.98%	1.27%	0.80%
Total Government				**$42,585,130***	**$45,079,659**	**-$241.81**	**$493,251***	**1.16%***	**$1,247,030**	**2.77%**	**55.24%**	**34.89%**
Corporate IG Credit												

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UBS

Portfolio Holdings

as of February 28, 2026 *(continued)*

Fixed Income	Quantity	Purchase price ($) / Avg Price	Price on 02/28/2026 ($)	Cost basis ($)	Market value ($)	Amort/Accr.($) as of 02/27/2026	Unrealized gain/loss ($)	Unrealized gain/loss (%)	Est. annual income ($)	Current yield (%)	% of Fixed Income	% of portfolio
US												
Corporate IG Credit												
ACCENTURE CAPITAL INC 04.050% 100429 DTD100424 FC040425 CALL@MW+10BP	3,000,000.00	99.12	100.61	2,973,745.75	3,066,870.00	0.00	93,124.25	3.13%	121,500.00	3.96%	3.76%	2.37%
AMAZON.COM INC B/E 01.500% 060330 DTD060320 CALL@MW+15BP	1,000,000.00	88.91	90.68	889,135.25	910,311.67	0.00	21,176.42	2.38%	15,000.00	1.65%	1.12%	0.70%
AMEREN ILL CO NTS B/E 03.800% 051528 DTD052218 FC111518 CALL@MW+15BP	1,500,000.00	99.67	100.07	1,494,995.25	1,517,298.33	0.00	22,303.08	1.49%	57,000.00	3.76%	1.86%	1.17%
ARCHER DANIELS MIDLAND 03.250% 032730 DTD032720 FC092720 CO CALL@MW+40BP	500,000.00	97.01	97.34	485,050.25	493,495.97	0.00	8,445.72	1.74%	16,250.00	3.29%	0.60%	0.38%
CHARLES SCHWAB CORP B/E 03.250% 052229 DTD052219 FC112219	470,000.00	94.17	98.39	442,604.25	466,496.93	0.00	23,892.68	5.40%	15,275.00	3.27%	0.57%	0.36%
CHARLES SCHWAB CORP NTS 00.900% 031126 DTD121120 FC031121 CALL@MW+10BP	2,000,000.00	99.49	99.92	1,989,860.00	2,006,810.00	0.00	16,950.00	0.85%	18,000.00	0.90%	2.46%	1.55%
DTE ELEC CO B/E 02.250% 030130 DTD022620 CALL@MW+15BP	1,000,000.00	91.95	93.84	919,485.25	949,472.50	0.00	29,987.25	3.26%	22,500.00	2.37%	1.16%	0.73%
JOHN DEERE CPTL CORP 03.350% 041829 DTD041822 FC101822 MED TERM NTS	1,000,000.00	97.50	98.68	975,045.25	998,937.22	0.00	23,891.97	2.45%	33,500.00	3.35%	1.22%	0.77%
JPMORGAN CHASE & CO NTS 05.012% 012330 DTD012324 FC072324 CALL@MW+20BP	500,000.00	99.92	102.78	499,615.25	516,346.39	0.00	16,731.14	3.35%	25,060.00	4.85%	0.63%	0.40%

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UBS

Portfolio Holdings

as of February 28, 2026 *(continued)*

Fixed Income	Quantity	Purchase price ($) / Avg Price	Price on 02/28/2026 ($)	Cost basis ($)	Market value ($)	Amort/Accr.($) as of 02/27/2026	Unrealized gain/loss ($)	Unrealized gain/loss (%)	Est. annual income ($)	Current yield (%)	% of Fixed Income	% of portfolio
US												
Corporate IG Credit												
MORGAN STANLEY FIN LLC 01.050% 082726 DTD082721 FC022722 MED TERM NTS	2,000,000.00	100.00	98.58	2,000,000.00	1,971,718.33	0.00	-28,281.67	-1.41%	21,000.00	1.07%	2.42%	1.53%
ONCOR ELEC DELIVERY CO 04.650% 110129 DTD111324 FC050125 CALL@MW+10BP	500,000.00	100.10	102.32	500,504.72	519,171.25	-120.88	18,666.53	3.73%	23,250.00	4.48%	0.64%	0.40%
PACIFICORP B/E 03.500% 061529 DTD030119 FC061519 CALL@MW+15BP	1,000,000.00	97.14	98.03	971,415.25	987,397.22	0.00	15,981.97	1.65%	35,000.00	3.54%	1.21%	0.76%
PUB SVC ELEC & GAS CO 03.650% 090128 DTD090718 FC030119 CALL@MW+12.5BP	200,000.00	99.73	99.77	199,469.25	203,123.17	0.00	3,653.92	1.83%	7,300.00	3.59%	0.25%	0.16%
SAN DIEGO G & E B/E 01.700% 100130 DTD092820 FC040121 CALL@MW+20BP	500,000.00	89.43	90.09	447,160.25	453,920.83	0.00	6,760.58	1.51%	8,500.00	1.87%	0.56%	0.35%
SOUTHERN CALIF GAS CO 02.550% 020130 DTD010920 CALL@MW+15BP	500,000.00	92.98	94.94	464,875.25	475,656.25	0.00	10,781.00	2.32%	12,750.00	2.68%	0.58%	0.37%
ST STREET BK & TR CO NTS 04.782% 112329 DTD112524 FC052325 B/E	1,000,000.00	99.84	103.38	998,380.50	1,046,399.17	0.00	48,018.67	4.81%	47,820.00	4.57%	1.28%	0.81%
TOYOTA MOTOR CREDIT CORP 04.450% 062929 DTD063022 FC122922 CALL@MW+20BP	500,000.00	99.82	101.94	499,085.25	513,341.53	0.00	14,256.28	2.86%	22,250.00	4.33%	0.63%	0.40%
UNITED HEALTH GROUP INC 01.150% 051526 DTD051921 FC111521 CALL@MW+07.50BP	2,000,000.00	100.01	99.44	2,000,211.86	1,995,400.56	-4,550.86	-4,811.30	-0.24%	23,000.00	1.15%	2.45%	1.54%

(1)Assets held at other financial institutions are included in this report. We have not verified, and are not responsible for, the accuracy or completeness of this information.

* Total Cost Basis and/or Unrealized G/L values marked with an asterisk (*) are incomplete due to missing cost basis information.

Accrued interest, if any, has been included in the total market value.

UBS

Portfolio Holdings

as of February 28, 2026 *(continued)*

Fixed Income	Quantity	Purchase price ($) / Avg Price	Price on 02/28/2026 ($)	Cost basis ($)	Market value ($)	Amort/Accr.($) as of 02/27/2026	Unrealized gain/loss ($)	Unrealized gain/loss (%)	Est. annual income ($)	Current yield (%)	% of Fixed Income	% of portfolio
US												
Corporate IG Credit												
UNITED HEALTH GROUP INC 04.000% 051529 DTD052022 FC111522 CALL@MW+20BP	1,000,000.00	98.46	100.38	984,595.25	1,015,214.44	0.00	30,619.19	3.11%	40,000.00	3.94%	1.24%	0.79%
US BANCORP NTS B/E 04.653% 020129 DTD020123 FC080123	1,000,000.00	99.40	101.29	993,985.50	1,012,900.00	0.00	18,914.50	1.90%	46,530.00	4.59%	1.24%	0.78%
Total Corporate IG Credit				**$20,729,220**	**$21,120,282**	**-$4,671.74**	**$391,062**	**1.89%**	**$611,485**	**2.90%**	**25.88%**	**16.35%**
Total US				**$78,174,434***	**$81,604,167**	**-$5,785.87**	**$939,986***	**1.20%***	**$2,384,974**	**2.92%**	**100%**	**63.16%**
Total Fixed Income				**$78,174,434***	**$81,604,167**	**-$5,785.87**	**$939,986***	**1.20%***	**$2,384,974**	**2.92%**	**100%**	**63.16%**

	Cost basis ($)	Market value ($)	Unrealized gain/loss ($)	Unrealized gain/loss (%)	Est. annual income ($)	Current yield (%)	% of asset class	% of portfolio
Total Portfolio	**$125,777,367***	**$129,207,099**	**$939,986***	**0.75%***	**$3,157,561**	**2.44%**	**100%**	**100%**

Total accrued interest (included in market values): $546,477.91

[1]Assets held at other financial institutions are included in this report. We have not verified, and are not responsible for, the accuracy or completeness of this information.

* Total Cost Basis and/or Unrealized G/L values marked with an asterisk (*) are incomplete due to missing cost basis information.
Accrued interest, if any, has been included in the total market value.

UBS

Bond Holdings

as of February 28, 2026

Summary of Bond Holdings

Maturity Year	Issues	Quantity	Est. annual income ($)	Current yield (%)	Yield to maturity (%)	Yield to worst (%)	Modified duration	Adjusted cost basis ($)	Unrealized gain/loss ($)	Mkt. value ($)	% of bond portfolio maturing
2026	27	23,920,000	346,097.50	1.46%	3.59%	3.59%	0.33	23,860,509.24	-109,650.44	23,819,268.23	29.30%
2027	22	12,080,000	302,944.00	2.54%	3.65%	3.65%	1.11	11,938,810.45	10,499.53	11,969,171.45	14.74%
2028	23	10,604,000	397,839.00	3.75%	3.74%	3.16%	1.75	8,838,398.1	1,767,456.88	10,692,653.01	13.08%
2029	23	20,362,000	818,251.25	3.99%	3.78%	3.74%	2.81	20,150,256.12	359,357.96	20,736,982.72	25.30%
2030	22	12,705,000	450,382.50	3.60%	3.95%	3.82%	2.87	12,386,704.87	118,643.78	12,642,249.63	15.43%
2031	3	1,745,000	69,460.00	4.00%	4.09%	3.98%	2.35	999,755.25	736,946.95	1,743,841.56	2.14%
2032	0	0			N/A	N/A	N/A				
2033	0	0			N/A	N/A	N/A				
2034	0	0			N/A	N/A	N/A				
2035	0	0			N/A	N/A	N/A				
2036	0	0			N/A	N/A	N/A				
2037	0	0			N/A	N/A	N/A				
2038	0	0			N/A	N/A	N/A				
2039	0	0			N/A	N/A	N/A				
2040	0	0			N/A	N/A	N/A				
2041	0	0			N/A	N/A	N/A				
2042	0	0			N/A	N/A	N/A				
2043	0	0			N/A	N/A	N/A				
2044	0	0			N/A	N/A	N/A				
2045	0	0			N/A	N/A	N/A				
2046	0	0			N/A	N/A	N/A				
2047	0	0			N/A	N/A	N/A				
2048	0	0			N/A	N/A	N/A				
2049	0	0			N/A	N/A	N/A				
2050	0	0			N/A	N/A	N/A				
2051	0	0			N/A	N/A	N/A				
2051 +	0	0			N/A	N/A	N/A				
Other	0	0			N/A	N/A	N/A				
Total	**120**	**81,416,000**	**$2,384,974.25**	**2.94%**	**3.75%**	**3.63%**	**1.88**	**$78,174,434.03**	**$2,883,254.66**	**$81,604,166.60**	

Includes all fixed-rate securities in the selected portfolio. Average yields and durations exclude Structured Product, Pass-Through, Perpetual Preferred, and Foreign securities.
Accrued interest, if any, has been included in the total market value.

UBS

Bond Holdings

as of February 28, 2026 *(continued)*

Details of Bond Holdings

	Effective rating/ Underlying rating (Mdy/Fitch/S&P)	Quantity	Coupon	Effective maturity	Call date/ Call price ($)	Est. annual income ($)/ Curr. yield (%)	YTM (%)/ YTW (%)	Modified duration	Adjusted cost basis ($)/ Unreal. g/l ($)	Market price ($)	Mkt. value ($)/ Accr. interest ($)	% of bond port.
Total Bond Portfolio		**81,416,000**	**2.94%**	**05/16/2028**	**N/A**	**$2,384,974.25** **2.94%**	**3.75%** **3.63%**	**1.88**	**$78,174,434.03** **$2,883,254.66**	**N/A**	**$81,057,688.69** **$546,477.91** **$81,604,166.60**	**100%**

	Effective rating/ Underlying rating (Mdy/Fitch/S&P)	Quantity	Coupon	Effective maturity	Call date/ Call price ($)	Est. annual income ($)/ Curr. yield (%)	YTM (%)/ YTW (%)	Modified duration	Adjusted cost basis ($)/ Unreal. g/l ($)	Market price ($)	Mkt. value ($)/ Accr. interest ($)	% of bond port.
Maturing 2026												
CFG COMMUNITY BANK MD US RT 03.8000% MAT 03/11/26 FIXED RATE CD /MD	CD	245,000	3.80%	03/11/2026		9,310.00 3.80%	3.82% 3.82%	0.03	245,000.00 -2.45	99.999	244,997.55 433.62	0.30%
CHARLES SCHWAB CORP NTS 00.900% 031126 DTD121120 FC031121 CALL@MW+10BP	A2/A/A- NR/NR/NR	2,000,000	0.90%	03/11/2026		18,000.00 0.90%	2.87% 2.87%	0.03	1,989,860.00 8,600.00	99.923	1,998,460.00 8,350.00	2.47%
BMO HARRIS BK NA IL US RT 00.8000% MAT 03/18/26 FIXED RATE CD /IL	CD	245,000	0.80%	03/18/2026		1,960.00 0.80%	3.80% 3.80%	0.05	245,000.00 -382.20	99.844	244,617.80 386.63	0.30%
AFFINITY PLUS MN US RT 05.0500% MAT 03/20/26 LICU SHARE CERTIFICATE /MN	CD	245,000	5.05%	03/20/2026		12,372.50 5.04%	3.27% 3.27%	0.05	245,000.00 249.90	100.102	245,249.90 271.18	0.30%
VALLEYSTAR CR UN M VA US RT 05.0000% MAT 03/20/26 LICU SHARE CERTIFICATE /VA	CD	245,000	5.00%	03/20/2026		12,250.00 5.00%	3.27% 3.27%	0.05	245,000.00 242.55	100.099	245,242.55 268.49	0.30%
TECHNOLOGY CREDIT CA US RT 05.0000% MAT 03/23/26 CREDIT UNION SHARE CERT /CA	CD	245,000	5.00%	03/23/2026		12,250.00 4.99%	3.23% 3.23%	0.06	245,000.00 284.20	100.116	245,284.20 906.16	0.30%
CIBC BANK ILLINOIS IL US RT 05.0000% MAT 03/24/26 FIXED RATE CD /IL	CD	245,000	5.00%	03/24/2026		12,250.00 5.00%	3.94% 3.94%	0.06	245,000.00 164.15	100.067	245,164.15 5,269.18	0.30%

Includes all fixed-rate securities in the selected portfolio. Average yields and durations exclude Structured Product, Pass-Through, Perpetual Preferred, and Foreign securities.
Accrued interest, if any, has been included in the total market value.

Bond Holdings

as of February 28, 2026 *(continued)*

	Effective rating/ Underlying rating (Mdy/Fitch/S&P)	Quantity	Coupon	Effective maturity	Call date/ Call price ($)	Est. annual income ($)/ Curr. yield (%)	YTM (%)/ YTW (%)	Modified duration	Adjusted cost basis ($)/ Unreal. g/l ($)	Market price ($)	Mkt. value ($)/ Accr. interest ($)	% of bond port.
Maturing 2026												
STATE BANK OF INDI NY US RT 00.9000% MAT 03/25/26 FIXED RATE CD /NY	CD	245,000	0.90%	03/25/2026		2,205.00 0.90%	3.83% 3.83%	0.07	245,000.00 -512.05	99.791	244,487.95 942.41	0.30%
FHLB NTS 1.0500% DUE 033026 DTD 033021 FC 09302021	Aa1/NR/AA+ NR/NR/NR	2,000,000	1.05%	03/30/2026		21,000.00 1.05%	N/A N/A	N/A	2,000,000.00 -4,200.00	99.790	1,995,800.00 8,750.00	2.46%
BANKUNITED NA FLOR FL US RT 00.9500% MAT 03/31/26 FIXED RATE CD /FL	CD	245,000	0.95%	03/31/2026	02/28/2026 100.00	2,327.50 0.95%	N/A N/A	N/A	245,000.00 -583.10	99.762	244,416.90 178.55	0.30%
GREENSTATE CREDIT IA US RT 00.9500% MAT 04/16/26 FIXED RATE CD /IA	CD	245,000	0.95%	04/16/2026		2,327.50 0.95%	3.72% 3.72%	0.13	245,000.00 -889.35	99.637	244,110.65 172.17	0.30%
TOYOTA FINL SVG BK NV US RT 00.9000% MAT 04/22/26 FIXED RATE CD /NV	CD	245,000	0.90%	04/22/2026		2,205.00 0.90%	3.83% 3.83%	0.14	245,000.00 -1,060.85	99.567	243,939.15 779.30	0.30%
INTL FIN CORP NTS 00.500 % DUE 051526 DTD 052821 FC 11152021	Aaa/NR/AAA NR/NR/NR	2,000,000	0.50%	05/15/2026		10,000.00 0.50%	N/A N/A	N/A	2,000,000.00 -1,880.00	99.906	1,998,120.00 2,861.11	2.47%
UNITED HEALTH GROUP INC 01.150% 051526 DTD051921 FC111521 CALL@MW+07.50BP	A2/A/A+ NR/NR/NR	2,000,000	1.15%	05/15/2026	04/15/2026 100.00	23,000.00 1.16%	3.74% 3.74%	0.21	2,000,211.86 -11,391.86	99.441	1,988,820.00 6,580.56	2.45%
UBS BANK UT US RT 00.8500% MAT 06/16/26 FIXED RATE CD /UT	CD	245,000	0.85%	06/16/2026		2,082.50 0.86%	3.75% 3.75%	0.29	245,000.00 -2,109.45	99.139	242,890.55 68.47	0.30%
ALLY BK UT US RT 03.5500% MAT 06/30/26 FIXED RATE CD /UT	CD	245,000	3.55%	06/30/2026	02/28/2026 100.00	8,697.50 3.55%	3.84% 3.84%	0.33	245,000.00 -252.35	99.897	244,747.65 1,429.73	0.30%
FHLB BOND STEP-UP 3.5000% DUE 063026 DTD 063021 FC 12302021	Aa1/NR/AA+ NR/NR/NR	2,000,000	3.50%	06/30/2026	03/30/2026 100.00	70,000.00 3.50%	N/A N/A	N/A	2,000,000.00 -1,600.00	99.920	1,998,400.00 11,666.67	2.47%
FHLB NTS 1.5000% DUE 063026 DTD 063021 FC 12302021	Aa1/NR/AA+ NR/NR/NR	2,000,000	1.50%	06/30/2026		30,000.00 1.51%	N/A N/A	N/A	2,000,000.00 -14,660.00	99.267	1,985,340.00 5,000.00	2.45%

Includes all fixed-rate securities in the selected portfolio. Average yields and durations exclude Structured Product, Pass-Through, Perpetual Preferred, and Foreign securities.
Accrued interest, if any, has been included in the total market value.

UBS

Bond Holdings

as of February 28, 2026 *(continued)*

	Effective rating/ Underlying rating (Mdy/Fitch/S&P)	Quantity	Coupon	Effective maturity	Call date/ Call price ($)	Est. annual income ($)/ Curr. yield (%)	YTM (%)/ YTW (%)	Modified duration	Adjusted cost basis ($)/ Unreal. g/l ($)	Market price ($)	Mkt. value ($)/ Accr. interest ($)	% of bond port.
Maturing 2026												
NEW YORK CMNTY BK NY US RT 00.7000% MAT 07/01/26 FIXED RATE CD /NY	CD	245,000	0.70%	07/01/2026		1,715.00 0.71%	3.82% 3.82%	0.33	245,000.00 -2,565.15	98.953	242,434.85 281.92	0.30%
FHLB BOND 01.050 % DUE 081326 DTD 081321 FC 02132022	Aa1/NR/AA+ NR/NR/NR	1,000,000	1.05%	08/13/2026	03/13/2026 100.00	10,500.00 1.06%	3.51% 3.51%	0.45	968,385.25 20,434.75	98.882	988,820.00 437.50	1.22%
LIVE OAK BKG CO NC US RT 00.8000% MAT 08/13/26 FIXED RATE CD /NC	CD	245,000	0.80%	08/13/2026		1,960.00 0.81%	3.77% 3.77%	0.45	245,000.00 -3,290.35	98.657	241,709.65 144.99	0.30%
FHLB NTS 1.1500% DUE 082626 DTD 082621 FC 02262022	Aa1/NR/AA+ NR/NR/NR	2,000,000	1.15%	08/26/2026		23,000.00 1.17%	N/A N/A	N/A	2,000,000.00 -27,200.00	98.640	1,972,800.00 127.78	2.43%
MORGAN STANLEY FIN LLC 01.050% 082726 DTD082721 FC022722 MED TERM NTS	A1/A+/A- NR/NR/NR	2,000,000	1.05%	08/27/2026		21,000.00 1.07%	3.94% 3.94%	0.49	2,000,000.00 -28,340.00	98.583	1,971,660.00 58.33	2.43%
FFCB NTS 00.940 % DUE 092826 DTD 092821 FC 03282022	Aa1/AA+/AA+ NR/NR/NR	2,000,000	0.94%	09/28/2026		18,800.00 0.95%	3.63% 3.63%	0.57	2,000,000.00 -30,900.00	98.455	1,969,100.00 7,833.33	2.43%
US TSY NOTE 01.125 % DUE 10/31/26 DTD 10/31/21 FC 04/30/22	NR/AA+/NR NR/NR/NR	1,000,000	1.13%	10/31/2026		11,250.00 1.14%	3.62% 3.62%	0.65	982,052.13 1,517.87	98.357	983,570.00 3,729.28	1.21%
CAPITAL ONE BK USA VA US RT 01.1500% MAT 11/24/26 FIXED RATE CD /VA	CD	245,000	1.15%	11/24/2026		2,817.50 1.17%	3.78% 3.78%	0.72	245,000.00 -4,662.35	98.097	240,337.65 741.04	0.30%
CAPITAL ONE NA VA US RT 01.1500% MAT 11/24/26 FIXED RATE CD /VA	CD	245,000	1.15%	11/24/2026		2,817.50 1.17%	3.78% 3.78%	0.72	245,000.00 -4,662.35	98.097	240,337.65 741.04	0.30%
Total 2026		**23,920,000**	**1.45%**	**06/23/2026**		**$346,097.50 1.46%**	**3.59% 3.59%**	**0.33**	**$23,860,509.24 $-109,650.44**		**$23,750,858.80 $68,409.43**	**29.30%**

Includes all fixed-rate securities in the selected portfolio. Average yields and durations exclude Structured Product, Pass-Through, Perpetual Preferred, and Foreign securities.
Accrued interest, if any, has been included in the total market value.

Bond Holdings

as of February 28, 2026 *(continued)*

	Effective rating/ Underlying rating (Mdy/Fitch/S&P)	Quantity	Coupon	Effective maturity	Call date/ Call price ($)	Est. annual income ($)/ Curr. yield (%)	YTM (%)/ YTW (%)	Modified duration	Adjusted cost basis ($)/ Unreal. g/l ($)	Market price ($)	Mkt. value ($)/ Accr. interest ($)	% of bond port.
Maturing 2027												
FFCB BOND 01.840 % DUE 012627 DTD 012622 FC 07262022	Aa1/AA+/AA+ NR/NR/NR	2,000,000	1.84%	01/26/2027		36,800.00 1.87%	3.57% 3.57%	0.89	2,000,000.00 -30,840.00	98.458	1,969,160.00 3,271.11	2.43%
FHLB BOND 01.780 % DUE 021027 DTD 021022 FC 08102022	Aa1/NR/AA+ NR/NR/NR	2,000,000	1.78%	02/10/2027	05/10/2026 100.00	35,600.00 1.81%	3.58% 3.58%	0.93	2,000,000.00 -33,440.00	98.328	1,966,560.00 1,780.00	2.43%
METRO CREDIT UNION MA US RT 01.7000% MAT 02/18/27 LICU SHARE CERTIFICATE /MA	CD	245,000	1.70%	02/18/2027		4,165.00 1.73%	3.74% 3.74%	0.96	245,000.00 -4,787.30	98.046	240,212.70 308.10	0.30%
PENTAGON FED CREDI VA US RT 01.7000% MAT 02/18/27 CREDIT UNION SHARE CERT /VA	CD	245,000	1.70%	02/18/2027		4,165.00 1.73%	3.73% 3.73%	0.96	245,000.00 -4,757.90	98.058	240,242.10 114.11	0.30%
FHLB BOND 02.010 % DUE 022527 DTD 022522 FC 08252022	Aa1/NR/AA+ NR/NR/NR	3,215,000	2.01%	02/25/2027	05/25/2026 100.00	64,621.50 2.04%	3.56% 3.56%	0.97	3,075,098.40 91,483.70	98.494	3,166,582.10 538.51	3.91%
EAGLEMARK SVGS BK NV US RT 02.0000% MAT 03/02/27 FIXED RATE CD /NV	CD	245,000	2.00%	03/02/2027		4,900.00 2.04%	3.76% 3.76%	0.97	245,230.80 -4,449.70	98.278	240,781.10 2,403.01	0.30%
DISCOVER BANK DE US RT 03.2000% MAT 05/24/27 FIXED RATE CD /DE	CD	245,000	3.20%	05/24/2027		7,840.00 3.22%	3.78% 3.78%	1.19	245,000.00 -1,715.00	99.300	243,285.00 2,062.03	0.30%
ESSENTIAL FED CRED LA US RT 04.7000% MAT 06/15/27 LICU SHARE CERTIFICATE /LA	CD	245,000	4.70%	06/15/2027		11,515.00 4.64%	3.76% 3.76%	1.25	245,000.00 2,908.15	101.187	247,908.15 410.12	0.31%
LAFAYETTE FED CRED MD US RT 03.2500% MAT 06/15/27 LICU SHARE CERTIFICATE /MD	CD	245,000	3.25%	06/15/2027		7,962.50 3.27%	3.76% 3.76%	1.26	245,000.00 -1,592.50	99.350	243,407.50 283.60	0.30%
BANK HAPOALIM BM N NY US RT 03.7000% MAT 07/30/27 FIXED RATE CD /NY	CD	245,000	3.70%	07/30/2027		9,065.00 3.71%	3.80% 3.80%	1.36	245,000.00 -340.55	99.861	244,659.45 720.23	0.30%
BANK OF AMERICA NA NC US RT 03.6500% MAT 07/30/27 FIXED RATE CD /NC	CD	245,000	3.65%	07/30/2027		8,942.50 3.66%	3.80% 3.80%	1.36	245,000.00 -507.15	99.793	244,492.85 710.50	0.30%

Includes all fixed-rate securities in the selected portfolio. Average yields and durations exclude Structured Product, Pass-Through, Perpetual Preferred, and Foreign securities.
Accrued interest, if any, has been included in the total market value.

Bond Holdings

as of February 28, 2026 *(continued)*

	Effective rating/ Underlying rating (Mdy/Fitch/S&P)	Quantity	Coupon	Effective maturity	Call date/ Call price ($)	Est. annual income ($)/ Curr. yield (%)	YTM (%)/ YTW (%)	Modified duration	Adjusted cost basis ($)/ Unreal. g/l ($)	Market price ($)	Mkt. value ($)/ Accr. interest ($)	% of bond port.
Maturing 2027												
WESTERN ALLIANCE B AZ US RT 03.6500% MAT 07/30/27 FIXED RATE CD /AZ	CD	245,000	3.65%	07/30/2027		8,942.50 3.66%	3.80% 3.80%	1.36	245,000.00 -507.15	99.793	244,492.85 710.50	0.30%
TAB BANK INC UT US RT 03.8000% MAT 08/13/27 FIXED RATE CD /UT	CD	245,000	3.80%	08/13/2027		9,310.00 3.80%	3.77% 3.77%	1.41	245,000.00 88.20	100.036	245,088.20 331.59	0.30%
BRIGHTSTAR CR UN FL US RT 03.9000% MAT 08/20/27 LICU SHARE CERTIFICATE /FL	CD	245,000	3.90%	08/20/2027		9,555.00 3.89%	3.78% 3.78%	1.43	245,000.00 411.60	100.168	245,411.60 209.42	0.30%
FARMER MAC NTS 03.200 % DUE 082627 DTD 082922 FC 02262023	NR/NR/NR NR/NR/NR	500,000	3.20%	08/26/2027		16,000.00 3.21%	3.49% 3.49%	1.44	498,481.25 -556.25	99.585	497,925.00 88.89	0.61%
CONNEXUS CREDIT UN WI US RT 04.0000% MAT 09/03/27 LICU SHARE CERTIFICATE /WI	CD	245,000	4.00%	09/03/2027		9,800.00 3.99%	3.79% 3.79%	1.46	245,000.00 766.85	100.313	245,766.85 671.23	0.30%
COMENITY BANK DE US RT 03.8500% MAT 09/15/27 JUMBO CD - HELD AT UBS /DE	CD	200,000	3.85%	09/15/2027		7,700.00 3.87%	4.11% 4.11%	1.49	200,000.00 -778.57	99.611	199,221.43 527.40	0.25%
MUTUALONE BANK MA US RT 03.6000% MAT 10/06/27 FIXED RATE CD /MA	CD	245,000	3.60%	10/06/2027		8,820.00 3.61%	3.82% 3.82%	1.52	245,000.00 -852.60	99.652	244,147.40 3,503.84	0.30%
KEMBA FINL CREDIT OH US RT 03.6000% MAT 10/12/27 FIXED RATE CD /OH	CD	245,000	3.60%	10/12/2027		8,820.00 3.61%	3.80% 3.80%	1.56	245,000.00 -764.40	99.688	244,235.60 459.12	0.30%
VIBRANT CREDIT UNI IL US RT 03.6500% MAT 10/27/27 LICU SHARE CERTIFICATE /IL	CD	245,000	3.65%	10/27/2027		8,942.50 3.66%	3.82% 3.82%	1.60	245,000.00 -656.60	99.732	244,343.40 24.50	0.30%
FARMERS & MERCHANT WI US RT 03.8500% MAT 11/08/27 FIXED RATE CD /WI	CD	245,000	3.85%	11/08/2027		9,432.50 3.85%	3.80% 3.80%	1.63	245,000.00 198.45	100.081	245,198.45 568.53	0.30%
WORKERS CREDIT UNI MA US RT 04.1000% MAT 11/22/27 LICU SHARE CERTIFICATE /MA	CD	245,000	4.10%	11/22/2027		10,045.00 4.08%	3.81% 3.81%	1.66	245,000.00 1,188.25	100.485	246,188.25 165.12	0.30%

Includes all fixed-rate securities in the selected portfolio. Average yields and durations exclude Structured Product, Pass-Through, Perpetual Preferred, and Foreign securities.
Accrued interest, if any, has been included in the total market value.

Bond Holdings

as of February 28, 2026 *(continued)*

	Effective rating/ Underlying rating (Mdy/Fitch/S&P)	Quantity	Coupon	Effective maturity	Call date/ Call price ($)	Est. annual income ($)/ Curr. yield (%)	YTM (%)/ YTW (%)	Modified duration	Adjusted cost basis ($)/ Unreal. g/l ($)	Market price ($)	Mkt. value ($)/ Accr. interest ($)	% of bond port.
Maturing 2027												
Total 2027		**12,080,000**	**2.51%**	**04/22/2027**		**$302,944.00** **2.54%**	**3.65%** **3.65%**	**1.11**	**$11,938,810.45** **$10,499.53**		**$11,949,309.98** **$19,861.47**	**14.74%**
	Effective rating/ Underlying rating (Mdy/Fitch/S&P)	Quantity	Coupon	Effective maturity	Call date/ Call price ($)	Est. annual income ($)/ Curr. yield (%)	YTM (%)/ YTW (%)	Modified duration	Adjusted cost basis ($)/ Unreal. g/l ($)	Market price ($)	Mkt. value ($)/ Accr. interest ($)	% of bond port.
Maturing 2028												
FHLB BOND 03.750 % DUE 021128 DTD 021126 FC 08112026	Aa1/NR/AA+ NR/NR/NR	500,000	3.75%	02/11/2028	08/11/2026 100.00	18,750.00 3.75%	3.78% 3.78%	1.86	0.00 499,750.00	99.950	499,750.00 885.42	0.62%
MORGAN STANLEY BK UT US RT 03.8500% MAT 02/25/28 FIXED RATE CD /UT	CD	245,000	3.85%	02/25/2028		9,432.50 3.85%	3.86% 3.86%	1.90	245,000.00 -24.50	99.990	244,975.50 77.53	0.30%
GOLDMAN SACHS BANK NY US RT 04.0000% MAT 03/20/28 FIXED RATE CD /NY	CD	245,000	4.00%	03/20/2028		9,800.00 3.99%	3.84% 3.84%	1.92	245,000.00 744.80	100.304	245,744.80 4,376.44	0.30%
AMER NATL BK OMA NE US RT 04.2500% MAT 03/21/28 FIXED RATE CD /NE	CD	245,000	4.25%	03/21/2028	03/21/2026 100.00	10,412.50 4.25%	4.23% 3.48%	0.06	245,000.00 112.70	100.046	245,112.70 199.69	0.30%
ARBOR FINL CREDIT MI US RT 05.0000% MAT 04/03/28 FIXED RATE CD /MI	CD	245,000	5.00%	04/03/2028	04/03/2026 100.00	12,250.00 4.99%	4.93% 3.61%	0.09	245,000.00 325.85	100.133	245,325.85 839.04	0.30%
DIVERSIFIED MEMBER MI US RT 04.3000% MAT 04/28/28 FIXED RATE CD /MI	CD	245,000	4.30%	04/28/2028	02/28/2026 100.00	10,535.00 4.30%	4.28% -13.17%	0.00	245,000.00 117.60	100.048	245,117.60 837.03	0.30%
USF FED CREDIT UNI FL US RT 03.9000% MAT 05/01/28 LICU SHARE CERTIFICATE /FL	CD	245,000	3.90%	05/01/2028		9,555.00 3.89%	3.84% 3.84%	2.07	245,000.00 325.85	100.133	245,325.85 706.81	0.30%
AMEREN ILL CO NTS B/E 03.800% 051528 DTD052218 FC111518 CALL@MW+15BP	A1/NR/A NR/NR/NR	1,500,000	3.80%	05/15/2028	02/15/2028 100.00	57,000.00 3.80%	3.77% 3.76%	1.87	1,494,995.25 5,994.75	100.066	1,500,990.00 16,308.33	1.85%
FHLB BOND 03.250 % DUE 060928 DTD 050818 FC 12092018	Aa1/NR/AA+ NR/NR/NR	500,000	3.25%	06/09/2028		16,250.00 3.26%	3.34% 3.34%	2.16	499,366.75 -331.75	99.807	499,035.00 3,565.97	0.62%

Includes all fixed-rate securities in the selected portfolio. Average yields and durations exclude Structured Product, Pass-Through, Perpetual Preferred, and Foreign securities.
Accrued interest, if any, has been included in the total market value.

Bond Holdings

as of February 28, 2026 *(continued)*

	Effective rating/ Underlying rating (Mdy/Fitch/S&P)	Quantity	Coupon	Effective maturity	Call date/ Call price ($)	Est. annual income ($)/ Curr. yield (%)	YTM (%)/ YTW (%)	Modified duration	Adjusted cost basis ($)/ Unreal. g/l ($)	Market price ($)	Mkt. value ($)/ Accr. interest ($)	% of bond port.
Maturing 2028												
FIRST FED SVGS BK IN US RT 04.2000% MAT 07/11/28 FIXED RATE CD /IN	CD	245,000	4.20%	07/11/2028	03/11/2026 100.00	10,290.00 4.20%	4.17% 2.37%	0.03	245,000.00 147.00	100.060	245,147.00 479.26	0.30%
CY-FAIR FED CREDIT TX US RT 05.3000% MAT 07/14/28 FIXED RATE CD /TX	CD	245,000	5.30%	07/14/2028	04/14/2026 100.00	12,985.00 5.29%	5.21% 3.66%	0.12	245,000.00 504.70	100.206	245,504.70 498.05	0.30%
NEW ORLEANS FIREME LA US RT 05.0000% MAT 07/17/28 FIXED RATE CD /LA	CD	245,000	5.00%	07/17/2028		12,250.00 4.87%	3.83% 3.83%	2.24	245,000.00 6,517.00	102.660	251,517.00 369.18	0.31%
OKLAHOMA EDUCATORS OK US RT 03.7000% MAT 08/14/28 FIXED RATE CD /OK	CD	245,000	3.70%	08/14/2028		9,065.00 3.71%	3.83% 3.83%	2.34	0.00 244,265.00	99.700	244,265.00 372.53	0.30%
US TSY NOTE 02.875 % DUE 08/15/28 DTD 08/15/18 FC 02/15/19	Aa1/AA+/NR NR/NR/NR	500,000	2.88%	08/15/2028		14,375.00 2.91%	3.37% 3.37%	2.35	493,165.41 974.59	98.828	494,140.00 516.23	0.61%
PUB SVC ELEC & GAS CO 03.650% 090128 DTD090718 FC030119 CALL@MW+12.5BP	A1/NR/A NR/NR/NR	200,000	3.65%	09/01/2028	06/01/2028 100.00	7,300.00 3.66%	3.75% 3.75%	2.33	199,469.25 64.75	99.767	199,534.00 3,589.17	0.25%
US TSY NOTE 03.375 % DUE 09/15/28 DTD 09/15/25 FC 03/15/26	Aa1/AA+/AA+ NR/NR/NR	500,000	3.38%	09/15/2028		16,875.00 3.38%	3.38% 3.38%	2.38	499,278.69 641.31	99.984	499,920.00 7,738.26	0.62%
DORT FINL CREDIT U MI US RT 03.7000% MAT 10/10/28 LICU SHARE CERTIFICATE /MI	CD	245,000	3.70%	10/10/2028		9,065.00 3.71%	3.83% 3.83%	2.47	245,000.00 -788.90	99.678	244,211.10 1,440.47	0.30%
US TSY NOTE 03.500 % DUE 10/15/28 DTD 10/15/25 FC 04/15/26	Aa1/AA+/AA+ NR/NR/NR	2,000,000	3.50%	10/15/2028		70,000.00 3.49%	3.38% 3.38%	2.46	1,997,682.37 8,177.63	100.293	2,005,860.00 26,153.85	2.47%
BMW BK OF NA NA UT US RT 03.6000% MAT 10/17/28 FIXED RATE CD /UT	CD	245,000	3.60%	10/17/2028		8,820.00 3.62%	3.84% 3.84%	2.46	244,735.91 -1,237.76	99.387	243,498.15 3,238.03	0.30%
FIRST GTY BK HAMMO LA US RT 04.3500% MAT 11/06/28 FIXED RATE CD /LA	CD	219,000	4.35%	11/06/2028	03/06/2026 100.00	9,526.50 4.35%	4.33% 1.87%	0.01	219,000.00 102.93	100.047	219,102.93 2,975.40	0.27%

Includes all fixed-rate securities in the selected portfolio. Average yields and durations exclude Structured Product, Pass-Through, Perpetual Preferred, and Foreign securities.
Accrued interest, if any, has been included in the total market value.

Bond Holdings

as of February 28, 2026 *(continued)*

	Effective rating/ Underlying rating (Mdy/Fitch/S&P)	Quantity	Coupon	Effective maturity	Call date/ Call price ($)	Est. annual income ($)/ Curr. yield (%)	YTM (%)/ YTW (%)	Modified duration	Adjusted cost basis ($)/ Unreal. g/l ($)	Market price ($)	Mkt. value ($)/ Accr. interest ($)	% of bond port.
Maturing 2028												
US TSY NOTE 03.125 % DUE 11/15/28 DTD 11/15/18 FC 05/15/19	Aa1/AA+/NR NR/NR/NR	500,000	3.13%	11/15/2028		15,625.00 3.15%	3.38% 3.38%	2.55	495,704.47 995.53	99.340	496,700.00 4,532.11	0.61%
FARMER MAC MED TERM NTS 03.800 % DUE 122228 DTD 122225 FC 06222026	NR/NR/NR NR/NR/NR	1,000,000	3.80%	12/22/2028	12/22/2026 100.00	38,000.00 3.80%	3.80% 3.80%	0.79	0.00 999,970.00	99.997	999,970.00 6,966.67	1.23%
REGENT BK OK US RT 03.9500% MAT 12/22/28 FIXED RATE CD /OK	CD	245,000	3.95%	12/22/2028	06/23/2026 100.00	9,677.50 3.95%	3.93% 3.81%	0.31	245,000.00 107.80	100.044	245,107.80 132.57	0.30%
Total 2028		**10,604,000**	**3.75%**	**08/06/2028**		**$397,839.00** **3.75%**	**3.74%** **3.16%**	**1.75**	**$8,838,398.10** **$1,767,456.88**		**$10,605,854.98** **$86,798.03**	**13.08%**

	Effective rating/ Underlying rating (Mdy/Fitch/S&P)	Quantity	Coupon	Effective maturity	Call date/ Call price ($)	Est. annual income ($)/ Curr. yield (%)	YTM (%)/ YTW (%)	Modified duration	Adjusted cost basis ($)/ Unreal. g/l ($)	Market price ($)	Mkt. value ($)/ Accr. interest ($)	% of bond port.
Maturing 2029												
GUARANTY BK MO US RT 03.8000% MAT 01/12/29 FIXED RATE CD /MO	CD	245,000	3.80%	01/12/2029		9,310.00 3.80%	3.82% 3.82%	2.71	243,750.40 1,085.45	99.933	244,835.85 408.11	0.30%
US BANCORP NTS B/E 04.653% 020129 DTD020123 FC080123	A3/A/A NR/NR/NR	1,000,000	4.65%	02/01/2029	02/01/2028 100.00	46,530.00 4.59%	N/A N/A	N/A	993,985.50 18,914.50	101.290	1,012,900.00 0.00	1.25%
WELLS FARGO BK NA SD US RT 04.1000% MAT 02/06/29 FIXED RATE CD /SD	CD	245,000	4.10%	02/06/2029		10,045.00 4.07%	3.82% 3.82%	2.76	244,987.75 1,893.85	100.768	246,881.60 605.45	0.30%
FEDERAL HOME LN BANK NTS 04.175 % DUE 031229 DTD 031225 FC 09122025	Aa1/NR/AA+ NR/NR/NR	1,000,000	4.18%	03/12/2029	03/12/2027 100.00	41,750.00 4.16%	4.02% 3.73%	0.99	1,000,004.07 4,485.93	100.449	1,004,490.00 19,251.39	1.24%
JOHN DEERE CPTL CORP 03.350% 041829 DTD041822 FC101822 MED TERM NTS	A1/A+/A NR/NR/NR	1,000,000	3.35%	04/18/2029		33,500.00 3.39%	3.80% 3.80%	2.91	975,045.25 11,794.75	98.684	986,840.00 12,097.22	1.22%
FHLMC NTS 04.000 % DUE 043029 DTD 043025 FC 10302025	Aa1/AA+/AA+ NR/NR/NR	650,000	4.00%	04/30/2029	04/30/2026 100.00	26,000.00 4.00%	4.03% 4.03%	2.91	648,380.25 1,054.25	99.913	649,434.50 8,666.67	0.80%

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Accrued interest, if any, has been included in the total market value.

UBS

Bond Holdings

as of February 28, 2026 *(continued)*

	Effective rating/ Underlying rating (Mdy/Fitch/S&P)	Quantity	Coupon	Effective maturity	Call date/ Call price ($)	Est. annual income ($)/ Curr. yield (%)	YTM (%)/ YTW (%)	Modified duration	Adjusted cost basis ($)/ Unreal. g/l ($)	Market price ($)	Mkt. value ($)/ Accr. interest ($)	% of bond port.
Maturing 2029												
UNITED HEALTH GROUP INC 04.000% 051529 DTD052022 FC111522 CALL@MW+20BP	A2/A/A+ NR/NR/NR	1,000,000	4.00%	05/15/2029	03/15/2029 100.00	40,000.00 3.98%	3.87% 3.87%	2.79	984,595.25 19,174.75	100.377	1,003,770.00 11,444.44	1.24%
CHARLES SCHWAB CORP B/E 03.250% 052229 DTD052219 FC112219	A2/A/A- NR/NR/NR	470,000	3.25%	05/22/2029	02/22/2029 100.00	15,275.00 3.30%	3.78% 3.78%	3.01	442,604.25 19,819.35	98.388	462,423.60 4,073.33	0.57%
PACIFICORP B/E 03.500% 061529 DTD030119 FC061519 CALL@MW+15BP	A3/NR/BBB+ NR/NR/NR	1,000,000	3.50%	06/15/2029	03/15/2029 100.00	35,000.00 3.57%	4.14% 4.14%	3.05	971,415.25 8,884.75	98.030	980,300.00 7,097.22	1.21%
TOYOTA MOTOR CREDIT CORP 04.450% 062929 DTD063022 FC122922 CALL@MW+20BP	A1/A+/A+ NR/NR/NR	500,000	4.45%	06/29/2029		22,250.00 4.37%	3.82% 3.82%	3.06	499,085.25 10,609.75	101.939	509,695.00 3,646.53	0.63%
FFCB BOND 04.090 % DUE 071629 DTD 071625 FC 01162026	Aa1/AA+/AA+ NR/NR/NR	2,000,000	4.09%	07/16/2029	07/16/2027 100.00	81,800.00 4.07%	3.95% 3.75%	1.33	1,999,005.25 9,914.75	100.446	2,008,920.00 9,543.33	2.48%
FARMER MAC MED TERM NTS 04.330 % DUE 090429 DTD 090425 FC 03042026	NR/NR/NR NR/NR/NR	500,000	4.33%	09/04/2029	03/04/2026 100.00	21,650.00 4.33%	4.33% 4.14%	0.01	500,004.67 5.33	100.002	500,010.00 10,464.17	0.62%
AMER EXPRESS NATL UT US RT 03.6000% MAT 09/25/29 FIXED RATE CD /UT	CD	245,000	3.60%	09/25/2029		8,820.00 3.63%	3.87% 3.87%	3.27	240,222.50 2,557.80	99.094	242,780.30 3,769.64	0.30%
US TSY NOTE 03.500 % DUE 09/30/29 DTD 09/30/24 FC 03/31/25	Aa1/AA+/AA+ NR/NR/NR	1,000,000	3.50%	09/30/2029		35,000.00 3.49%	3.43% 3.43%	3.29	984,716.19 17,553.81	100.227	1,002,270.00 14,519.23	1.24%
ACCENTURE CAPITAL INC 04.050% 100429 DTD100424 FC040425 CALL@MW+10BP	Aa3/WD/AA- NR/NR/NR	3,000,000	4.05%	10/04/2029	09/04/2029 100.00	121,500.00 4.03%	3.87% 3.86%	3.19	2,973,745.75 44,524.25	100.609	3,018,270.00 48,600.00	3.72%
US TSY NOTE 04.000 % DUE 10/31/29 DTD 10/31/22 FC 04/30/23	Aa1/AA+/AA+ NR/NR/NR	1,000,000	4.00%	10/31/2029		40,000.00 3.92%	3.44% 3.44%	3.35	991,647.22 27,492.78	101.914	1,019,140.00 13,259.67	1.26%
US TSY NOTE 04.125 % DUE 10/31/29 DTD 10/31/24 FC 04/30/25	Aa1/AA+/AA+ NR/NR/NR	1,000,000	4.13%	10/31/2029		41,250.00 4.03%	3.44% 3.44%	3.34	983,770.88 39,629.12	102.340	1,023,400.00 13,674.03	1.26%

Includes all fixed-rate securities in the selected portfolio. Average yields and durations exclude Structured Product, Pass-Through, Perpetual Preferred, and Foreign securities.
Accrued interest, if any, has been included in the total market value.

Bond Holdings

as of February 28, 2026 *(continued)*

	Effective rating/ Underlying rating (Mdy/Fitch/S&P)	Quantity	Coupon	Effective maturity	Call date/ Call price ($)	Est. annual income ($)/ Curr. yield (%)	YTM (%)/ YTW (%)	Modified duration	Adjusted cost basis ($)/ Unreal. g/l ($)	Market price ($)	Mkt. value ($)/ Accr. interest ($)	% of bond port.
Maturing 2029												
ONCOR ELEC DELIVERY CO 04.650% 110129 DTD111324 FC050125 CALL@MW+10BP	A2/A/A NR/NR/NR	500,000	4.65%	11/01/2029	10/01/2029 100.00	23,250.00 4.54%	3.96% 3.95%	3.23	500,504.72 11,110.28	102.323	511,615.00 7,556.25	0.63%
SALLIE MAE BANK UT US RT 04.0500% MAT 11/21/29 FIXED RATE CD /UT	CD	245,000	4.05%	11/21/2029		9,922.50 4.03%	3.88% 3.88%	3.40	244,510.00 1,871.80	100.564	246,381.80 2,691.31	0.30%
ST STREET BK & TR CO NTS 04.782% 112329 DTD112524 FC052325 B/E	Aa2/AA/AA- NR/NR/NR	1,000,000	4.78%	11/23/2029		47,820.00 4.63%	3.80% 3.80%	3.36	998,380.50 35,399.50	103.378	1,033,780.00 12,619.17	1.28%
STATE BK IL US RT 04.1000% MAT 11/26/29 FIXED RATE CD /IL	CD	245,000	4.10%	11/26/2029		10,045.00 4.07%	3.88% 3.88%	3.41	245,000.00 1,800.75	100.735	246,800.75 2,586.93	0.30%
US TSY NOTE 03.875 % DUE 11/30/29 DTD 11/30/22 FC 05/31/23	Aa1/AA+/NR NR/NR/NR	1,500,000	3.88%	11/30/2029		58,125.00 3.82%	3.45% 3.45%	3.44	1,490,677.13 31,702.87	101.492	1,522,380.00 14,371.57	1.88%
US TSY NOTE 03.875 % DUE 12/31/29 DTD 12/31/22 FC 06/30/23	Aa1/AA+/AA+ NR/NR/NR	1,017,000	3.88%	12/31/2029		39,408.75 3.82%	3.45% 3.45%	3.52	994,218.09 38,077.59	101.504	1,032,295.68 6,422.97	1.27%
Total 2029		**20,362,000**	**4.02%**	**08/13/2029**		**$818,251.25 3.99%**	**3.78% 3.74%**	**2.81**	**$20,150,256.12 $359,357.96**		**$20,509,614.08 $227,368.64**	**25.30%**

	Effective rating/ Underlying rating (Mdy/Fitch/S&P)	Quantity	Coupon	Effective maturity	Call date/ Call price ($)	Est. annual income ($)/ Curr. yield (%)	YTM (%)/ YTW (%)	Modified duration	Adjusted cost basis ($)/ Unreal. g/l ($)	Market price ($)	Mkt. value ($)/ Accr. interest ($)	% of bond port.
Maturing 2030												
FHLB NTS 04.500 % DUE 011730 DTD 071725 FC 01172026	Aa1/NR/AA+ NR/NR/NR	1,000,000	4.50%	01/17/2030	07/17/2026 100.00	45,000.00 4.49%	4.44% 3.94%	0.38	1,000,004.60 2,055.40	100.206	1,002,060.00 5,125.00	1.24%
JPMORGAN CHASE & CO NTS 05.012% 012330 DTD012324 FC072324 CALL@MW+20BP	A1/AA-/A NR/NR/NR	500,000	5.01%	01/23/2030	01/23/2029 100.00	25,060.00 4.88%	4.23% 3.99%	2.67	499,615.25 14,294.75	102.782	513,910.00 2,436.39	0.63%

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Accrued interest, if any, has been included in the total market value.

UBS

Bond Holdings

as of February 28, 2026 *(continued)*

	Effective rating/ Underlying rating (Mdy/Fitch/S&P)	Quantity	Coupon	Effective maturity	Call date/ Call price ($)	Est. annual income ($)/ Curr. yield (%)	YTM (%)/ YTW (%)	Modified duration	Adjusted cost basis ($)/ Unreal. g/l ($)	Market price ($)	Mkt. value ($)/ Accr. interest ($)	% of bond port.
Maturing 2030												
SOUTHERN CALIF GAS CO 02.550% 020130 DTD010920 CALL@MW+15BP	Aa3/AA-/A NR/NR/NR	500,000	2.55%	02/01/2030	11/01/2029 100.00	12,750.00 2.69%	3.95% 3.95%	3.67	464,875.25 9,824.75	94.940	474,700.00 956.25	0.59%
TRUXTON TR CO NASH TN US RT 04.1000% MAT 02/27/30 FIXED RATE CD /TN	CD	245,000	4.10%	02/27/2030	02/28/2026 100.00	10,045.00 4.10%	4.10% 4.10%	3.68	244,938.75 68.60	100.003	245,007.35 853.14	0.30%
DTE ELEC CO B/E 02.250% 030130 DTD022620 CALL@MW+15BP	Aa3/A+/A NR/NR/NR	1,000,000	2.25%	03/01/2030	12/01/2029 100.00	22,500.00 2.40%	3.92% 3.92%	3.73	919,485.25 18,924.75	93.841	938,410.00 11,062.50	1.16%
FNMA NTS 04.300 % DUE 030430 DTD 031225 FC 09042025	Aa1/AA+/AA+ NR/NR/NR	1,000,000	4.30%	03/04/2030	03/04/2027 100.00	43,000.00 4.28%	4.16% 3.78%	0.96	1,000,004.32 5,105.68	100.511	1,005,110.00 20,783.33	1.24%
ARCHER DANIELS MIDLAND 03.250% 032730 DTD032720 FC092720 CO CALL@MW+40BP	A2/A/A NR/NR/NR	500,000	3.25%	03/27/2030	12/27/2029 100.00	16,250.00 3.34%	3.96% 3.96%	3.72	485,050.25 1,629.75	97.336	486,680.00 6,815.97	0.60%
FFCB BOND 04.000 % DUE 040130 DTD 040125 FC 10012025	Aa1/AA+/AA+ NR/NR/NR	1,000,000	4.00%	04/01/2030		40,000.00 3.93%	3.50% 3.50%	3.69	1,001,237.75 17,482.25	101.872	1,018,720.00 16,333.33	1.26%
CELTIC BK UT US RT 03.6500% MAT 04/29/30 FIXED RATE CD /UT	CD	245,000	3.65%	04/29/2030		8,942.50 3.69%	3.91% 3.91%	3.84	240,525.91 2,041.24	99.007	242,567.15 735.00	0.30%
FFCB BOND 04.520 % DUE 051430 DTD 051425 FC 11142025	Aa1/AA+/AA+ NR/NR/NR	1,000,000	4.52%	05/14/2030	05/14/2026 100.00	45,200.00 4.52%	4.50% 4.12%	0.21	1,000,004.61 735.39	100.074	1,000,740.00 13,057.78	1.23%
US TSY NOTE 03.750 % DUE 05/31/30 DTD 05/31/23 FC 11/30/23	Aa1/AA+/AA+ NR/NR/NR	1,000,000	3.75%	05/31/2030		37,500.00 3.71%	3.48% 3.48%	3.87	986,458.38 24,171.62	101.063	1,010,630.00 9,271.98	1.25%
AMAZON.COM INC B/E 01.500% 060330 DTD060320 CALL@MW+15BP	A1/AA-/AA NR/NR/NR	1,000,000	1.50%	06/03/2030	03/03/2030 100.00	15,000.00 1.65%	3.89% 3.89%	4.04	889,135.25 17,634.75	90.677	906,770.00 3,541.67	1.12%
TRUIST BK NC US RT 04.4500% MAT 06/27/30 FIXED RATE CD /NC	CD	245,000	4.45%	06/27/2030	06/27/2026 100.00	10,902.50 4.45%	4.42% 4.08%	0.32	245,000.00 196.00	100.080	245,196.00 7,347.99	0.30%

Includes all fixed-rate securities in the selected portfolio. Average yields and durations exclude Structured Product, Pass-Through, Perpetual Preferred, and Foreign securities.
Accrued interest, if any, has been included in the total market value.

UBS

Bond Holdings

as of February 28, 2026 *(continued)*

	Effective rating/ Underlying rating (Mdy/Fitch/S&P)	Quantity	Coupon	Effective maturity	Call date/ Call price ($)	Est. annual income ($)/ Curr. yield (%)	YTM (%)/ YTW (%)	Modified duration	Adjusted cost basis ($)/ Unreal. g/l ($)	Market price ($)	Mkt. value ($)/ Accr. interest ($)	% of bond port.
Maturing 2030												
CENTRAL BK AR US RT 04.2000% MAT 08/19/30 FIXED RATE CD /AR	CD	245,000	4.20%	08/19/2030	03/19/2026 100.00	10,290.00 4.20%	4.19% 3.54%	0.05	245,000.00 88.20	100.036	245,088.20 253.73	0.30%
MORGAN STANLEY PRI NY US RT 04.0000% MAT 08/29/30 FIXED RATE CD /NY	CD	245,000	4.00%	08/29/2030	08/29/2027 100.00	9,800.00 4.00%	3.98% 3.95%	1.41	245,000.00 161.70	100.066	245,161.70 4,913.42	0.30%
JPMORGAN CHASE BK DE US RT 03.7000% MAT 09/30/30 FIXED RATE CD /DE	CD	245,000	3.70%	09/30/2030	03/31/2026 100.00	9,065.00 3.74%	3.98% 3.98%	4.08	243,285.00 -1,198.05	98.811	242,086.95 3,750.18	0.30%
SAN DIEGO G & E B/E 01.700% 100130 DTD092820 FC040121 CALL@MW+20BP	A1/A/A NR/NR/NR	500,000	1.70%	10/01/2030	07/01/2030 100.00	8,500.00 1.89%	4.09% 4.09%	4.30	447,160.25 3,289.75	90.090	450,450.00 3,470.83	0.56%
OCEANAIR FED CREDI CA US RT 03.6000% MAT 10/10/30 FIXED RATE CD /CA	CD	245,000	3.60%	10/10/2030		8,820.00 3.65%	3.93% 3.93%	4.15	245,000.00 -3,449.60	98.592	241,550.40 3,407.18	0.30%
FIRST FEDERAL BANK FL US RT 03.7500% MAT 10/17/30 FIXED RATE CD /FL	CD	245,000	3.75%	10/17/2030		9,187.50 3.78%	3.94% 3.94%	4.15	244,877.50 -1,810.55	99.211	243,066.95 3,372.95	0.30%
SYNCHRONY BANK UT US RT 03.6000% MAT 10/24/30 FIXED RATE CD /UT	CD	245,000	3.60%	10/24/2030		8,820.00 3.64%	3.84% 3.84%	4.19	244,020.42 -1,541.47	98.971	242,478.95 3,068.88	0.30%
US TSY NOTE 03.625 % DUE 10/31/30 DTD 10/31/25 FC 04/30/26	Aa1/AA+/AA+ NR/NR/NR	1,000,000	3.63%	10/31/2030		36,250.00 3.61%	3.50% 3.50%	4.21	998,849.00 6,271.00	100.512	1,005,120.00 12,016.58	1.24%
US TSY NOTE 03.500 % DUE 11/30/30 DTD 11/30/25 FC 05/31/26	Aa1/AA+/AA+ NR/NR/NR	500,000	3.50%	11/30/2030		17,500.00 3.50%	3.51% 3.51%	4.31	497,177.13 2,667.87	99.969	499,845.00 4,326.92	0.62%
Total 2030		**12,705,000**	**3.58%**	**05/24/2030**		**$450,382.50 3.60%**	**3.95% 3.82%**	**2.87**	**$12,386,704.87 $118,643.78**		**$12,505,348.65 $136,900.98**	**15.43%**

Includes all fixed-rate securities in the selected portfolio. Average yields and durations exclude Structured Product, Pass-Through, Perpetual Preferred, and Foreign securities.
Accrued interest, if any, has been included in the total market value.

Bond Holdings

as of February 28, 2026 *(continued)*

	Effective rating/ Underlying rating (Mdy/Fitch/S&P)	Quantity	Coupon	Effective maturity	Call date/ Call price ($)	Est. annual income ($)/ Curr. yield (%)	YTM (%)/ YTW (%)	Modified duration	Adjusted cost basis ($)/ Unreal. g/l ($)	Market price ($)	Mkt. value ($)/ Accr. interest ($)	% of bond port.
Maturing 2031												
FARMER MAC MED TERM NTS 03.930 % DUE 011331 DTD 011326 FC 07132026	NR/NR/NR NR/NR/NR	500,000	3.93%	01/13/2031	01/13/2028 100.00	19,650.00 4.00%	4.33% 4.33%	4.36	0.00 491,250.00	98.250	491,250.00 2,456.25	0.61%
FNMA NTS 04.050 % DUE 011531 DTD 012026 FC 07152026	Aa1/AA+/AA+ NR/NR/NR	1,000,000	4.05%	01/15/2031	01/15/2027 100.00	40,500.00 4.04%	4.00% 3.81%	0.85	999,755.25 2,274.75	100.203	1,002,030.00 4,275.00	1.24%
MEDALLION BK UT US RT 03.8000% MAT 02/12/31 FIXED RATE CD /UT	CD	245,000	3.80%	02/12/2031		9,310.00 3.82%	3.94% 3.94%	4.50	0.00 243,422.20	99.356	243,422.20 408.11	0.30%
Total 2031		**1,745,000**	**3.98%**	**01/19/2031**		**$69,460.00** **4.00%**	**4.09%** **3.98%**	**2.35**	**$999,755.25** **$736,946.95**		**$1,736,702.20** **$7,139.36**	**2.14%**

	Effective rating/ Underlying rating (Mdy/Fitch/S&P)	Quantity	Coupon	Effective maturity	Call date/ Call price ($)	Est. annual income ($)/ Curr. yield (%)	YTM (%)/ YTW (%)	Modified duration	Adjusted cost basis ($)/ Unreal. g/l ($)	Market price ($)	Mkt. value ($)/ Accr. interest ($)	% of bond port.
Total Bond Portfolio		**81,416,000**	**2.94%**	**05/16/2028**	**N/A**	**$2,384,974.25** **2.94%**	**3.75%** **3.63%**	**1.88**	**$78,174,434.03** **$2,883,254.66**	**N/A**	**$81,057,688.69** **$546,477.91** **$81,604,166.60**	**100%**

Includes all fixed-rate securities in the selected portfolio. Average yields and durations exclude Structured Product, Pass-Through, Perpetual Preferred, and Foreign securities.
Accrued interest, if any, has been included in the total market value.

Disclosures Applicable to Accounts at UBS Financial Services Inc.

This section contains important disclosures regarding the information and valuations presented here. All information presented is subject to change at any time and is provided only as of the date indicated. The information in this report is for informational purposes only and should not be relied upon as the basis of an investment or liquidation decision. UBS FS account statements and official tax documents are the only official record of your accounts and are not replaced, amended or superseded by any of the information presented in these reports. You should not rely on this information in making purchase or sell decisions, for tax purposes or otherwise.

UBS FS offers a number of investment advisory programs to clients, acting in our capacity as an investment adviser, including fee-based financial planning, discretionary account management, non-discretionary investment advisory programs, and advice on the selection of investment managers and mutual funds offered through our investment advisory programs. When we act as your investment adviser, we will have a written agreement with you expressly acknowledging our investment advisory relationship with you and describing our obligations to you. At the beginning of our advisory relationship, we will give you our Form ADV brochure(s) for the program(s) you selected that provides detailed information about, among other things, the advisory services we provide, our fees, our personnel, our other business activities and financial industry affiliations and conflicts between our interests and your interests.

In our attempt to provide you with the highest quality information available, we have compiled this report using data obtained from recognized statistical sources and authorities in the financial industry. While we believe this information to be reliable, we cannot make any representations regarding its accuracy or completeness. Please keep this guide as your Advisory Review.

Please keep in mind that most investment objectives are long term. Although it is important to evaluate your portfolio's performance over multiple time periods, we believe the greatest emphasis should be placed on the longer period returns.

Please review the report content carefully and contact your Financial Advisor with any questions.

Client Accounts: This report may include all assets in the accounts listed and may include eligible and ineligible assets in a fee-based program. Since ineligible assets are not considered fee-based program assets, the inclusion of such securities will distort the actual performance of your accounts and does not reflect the performance of your accounts in the fee-based program. As a result, the performance reflected in this report can vary substantially from the individual account performance reflected in the performance reports provided to you as part of those programs. For fee-based programs, fees are charged on the market value of eligible assets in the accounts and assessed quarterly in advance, prorated according to the number of calendar days in the billing period. When shown on a report, the risk profile and return objectives describe your overall goals for these accounts. For each account you maintain, you choose one return objective and a primary risk profile. If you have questions regarding these objectives or wish to change them, please contact your Financial Advisor to update your account records.

Performance: This report presents account activity and performance depending on which inception type you've chosen. The two options are: (1) All Assets (Since Performance Start): This presents performance for all assets since the earliest possible date; (2) Advisory Assets (Advisory Strategy Start) for individual advisory accounts: This presents Advisory level performance since the Latest Strategy Start date; If an account that has never been managed is included in the consolidated report, the total performance of that unmanaged account will be included since inception.

Time-weighted Returns for accounts / SWP/AAP sleeves (Monthly periods): The report displays a time weighted rate of return (TWR) that is calculated using the Modified Dietz Method. This calculation uses the beginning and ending portfolio values for the month and weighs each contribution/withdrawal based upon the day the cash flow occurred. Periods greater than one month are calculated by linking the monthly returns. The TWR gives equal weighting to every return regardless of amount of money invested, so it is an effective measure for returns on a fee based account. All periods shown which are greater than 12 months are annualized. This applies to all performance for all assets before 09/30/2010, Advisory assets before 12/31/2010 and SWP sleeves before 04/30/2018.

Time-weighted Returns for accounts / SWP/AAP sleeves (Daily periods): The report displays a time weighted rate of return (TWR) that is calculated by dividing the portfolio's daily gain/loss by the previous day's closing market value plus the net value of cash flows that occurred during the day, if it was positive. The TWR gives equal weighting to every return regardless of amount of money invested, so it is an effective measure for returns on a fee based account. Periods greater than one day are calculated by linking the daily returns. All periods shown which are greater than 12 months are annualized. For reports generated prior to 01/26/2018, the performance calculations used the account's end of day value on the performance inception (listed in the report under the column "ITD") and all cash flows were posted at end of day. As a result of the change, the overall rate of return (TWR) and beginning market value displayed can vary from prior generated reports. This applies to all performance for all assets on or after 09/30/2010, Advisory assets on or after 12/31/2010, SWP/AAP sleeves on or after 04/30/2018 as well as all Asset Class and Security level returns.

Money-weighted returns: Money-weighted return (MWR) is a measure of the rate of return for an asset or portfolio of assets. It is calculated by finding the daily Internal Rate of Return (IRR) for the period and then compounding this return by the number of days in the period being measured. The MWR incorporates the size and timing of cash flows, so it is an effective measure of returns on a portfolio.

Annualized Performance: All performance periods greater than one year are calculated (unless otherwise stated) on an annualized basis, which represents the return on an investment multiplied or divided to give a comparable one year return.

Cumulative Performance: A cumulative return is the aggregate amount that an investment has gained or lost over time, independent of the period of time involved.

Net of Fees and Gross of Fees Performance: Performance is presented on a "net of fees" and "gross of fees" basis, where indicated. Net returns do not reflect Program and wrap fees prior to 10/31/10 for accounts that are billed separately via invoice through a separate account billing arrangement. Gross returns do not reflect the deduction of fees, commissions or other charges. The payment of actual fees and expenses will reduce a client's return. The compound effect of such fees and expenses should be considered when reviewing returns. For example, the net effect of the deduction of fees on annualized performance, including the compounded effect over time, is determined by the relative size of the fee and the account's investment performance. It should also be noted that where gross returns are compared to an index, the index performance also does not reflect any transaction costs, which would lower the performance results. Market index data maybe subject to review and revision.

Benchmark/Major Indices: The past performance of an index is not a guarantee of future results. Any benchmark is shown for informational purposes only and relates to historical performance of market indices and not the performance of actual investments. Although most portfolios use indices as benchmarks, portfolios are actively managed and generally are not restricted to investing only in securities in the index. As a result, your

portfolio holdings and performance may vary substantially from the index. Each index reflects an unmanaged universe of securities without any deduction for advisory fees or other expenses that would reduce actual returns, as well as the reinvestment of all income and dividends. An actual investment in the securities included in the index would require an investor to incur transaction costs, which would lower the performance results. Indices are not actively managed and investors cannot invest directly in the indices. Market index data maybe subject to review and revision. The benchmark index is selected from among the indices for which UBSFS has licensing agreements with the index provider. UBSFS does not have licensing agreements for all available indices. The benchmarks may vary from those used by the Money Manager or those listed in the prospectus. Further, there is no guarantee that an investor's account will meet or exceed the stated benchmark. Index performance information has been obtained from third parties deemed to be reliable. We have not independently verified this information, nor do we make any representations or warranties to the accuracy or completeness of this information.

Blended Index - For Advisory accounts, Blended Index is designed to reflect the asset categories in which your account is invested. For Brokerage accounts, you have the option to select any benchmark from the list.

For certain products, the blended index represents the investment style corresponding to your client target allocation. If you change your client target allocation, your blended index will change in step with your change to your client target allocation.

Blended Index 2 - 8 - are optional indices selected by you which may consist of a blend of indexes. For advisory accounts, these indices are for informational purposes only. Depending on the selection, the benchmark selected may not be an appropriate basis for comparison of your portfolio based on its holdings.

For alternative investments and strategies that are highly customized, such as Concentrated Equity Solutions (CES), benchmarks are broad market indices included for general reference and are not intended to show comparative market performance or potential portfolios with risk or return profiles similar to your account. Benchmark indices are shown for illustrative purposes only.

Custom Time Periods: If represented on this report, the performance start date and the performance end date have been selected by your Financial Advisor in order to provide performance and account activity information for your account for the specified period of time only. As a result, only a portion of your account's activity and performance information is presented in the performance report, and, therefore, presents a distorted representation of your account's activity and performance.

Net Deposits/Withdrawals: When shown on a report, this information represents the net value of all cash and securities contributions and withdrawals, program fees (including wrap fees) and other fees added to or subtracted from your accounts from the first day to the last day of the period including assets transferred to or from other UBS accounts. When fees are shown separately, net deposits / withdrawals does not include program fees (including wrap fees). When investment return is displayed net deposits / withdrawals does not include program fees (including wrap fees). For security contributions and withdrawals, securities are calculated using the end of day UBS FS price on the day securities are delivered in or out of the accounts. Wrap fees will be included in this calculation except when paid via an invoice or through a separate accounts billing arrangement. When shown on Client summary and/or Portfolio review report, program fees (including wrap fees) may not be included in net deposits/withdrawals. PACE Program fees paid from sources other than your PACE account are treated as a contribution. A PACE Program Fee rebate that is not reinvested is treated as a withdrawal.

Net Deposits/Withdrawals (external): When shown on a report, this information represents the net value of all cash and securities contributions and withdrawals, program fees (including wrap fees) and other fees added to or subtracted from your accounts from the first day to the last day of the period, excluding assets transferred to or from other UBS accounts after 12/31/2010. When fees are shown separately, net deposits / withdrawals does not include program fees (including wrap fees). When investment return is displayed net deposits / withdrawals does not include program fees (including wrap fees). For security contributions and withdrawals, securities are calculated using the end of day UBS FS price on the day securities are delivered in or out of the accounts. Wrap fees will be included in this calculation except when paid via an invoice or through a separate accounts billing arrangement. When shown on Client summary and/or Portfolio review report, program fees (including wrap fees) may not be included in net deposits/withdrawals. PACE Program fees paid from sources other than your PACE account are treated as a contribution. A PACE Program Fee rebate that is not reinvested is treated as a withdrawal.

Deposits: When shown on a report, this information represents the net value of all cash and securities contributions added to your accounts from the first day to the last day of the period, including assets transferred from other UBS accounts. On Client Summary Report and/or Portfolio Review Report, this may exclude the Opening balance. For security contributions, securities are calculated using the end of day UBS FS price on the day securities are delivered in or out of the accounts.

Deposits (external): When shown on a report, this information represents the net value of all cash and securities contributions added to your accounts from the first day to the last day of the period, excluding assets transferred from other UBS accounts after 12/31/2010. On Client Summary Report and/or Portfolio Review Report, this may exclude the Opening balance. For security contributions, securities are calculated using the end of day UBS FS price on the day securities are delivered in or out of the accounts.

Withdrawals: When shown on a report, this information represents the net value of all cash and securities withdrawals subtracted from your accounts from the first day to the last day of the period, including asset transferred to other UBS accounts. On Client summary and/or portfolio review report Withdrawals may not include program fees (including wrap fees). For security withdrawals, securities are calculated using the end of day UBS FS price on the day securities are delivered in or out of the accounts.

Withdrawals (external): When shown on a report, this information represents the net value of all cash and securities withdrawals subtracted from your accounts from the first day to the last day of the period, excluding assets transferred to other UBS accounts after 12/31/2010. On Client summary and/or portfolio review report Withdrawals may not include program fees (including wrap fees). For security withdrawals, securities are calculated using the end of day UBS FS price on the day securities are delivered in or out of the accounts.

Net Transfers (Internal): When shown on a report, this information represents the net value of all cash and securities transferred between your UBS accounts from the first day to the last day of the period.

Transfers In (Internal): When shown on a report, this information represents the net value of all cash and securities transferred to your UBS accounts from the first day to the last day of the period.

Transfers Out (Internal): When shown on a report, this information represents the net value of all cash and securities transferred from your UBS accounts from the first day to the last day of the period.

Dividends/Interest: Dividend and interest earned, when shown on a report, does not include income on securities that have been lent out & does not reflect your account's tax status or reporting requirements. Use only official tax reporting documents (i.e. 1099) for tax reporting purposes. The classification of private

investment distributions can only be determined by referring to the official year-end tax-reporting document provided by the issuer.

Change in Accrued Interest: When shown on a report, this information represents the difference between the accrued interest at the beginning of the period from the accrued interest at the end of the period.

Change in Value: Represents the change in value of the portfolio during the reporting period, excluding additions/withdrawals, dividend and interest income earned and accrued interest. Change in Value may include programs fees (including wrap fees) and other fees.

Fees: Fees represented in this report include program and wrap fees. Program and wrap fees prior to October 1, 2010 for accounts that are billed separately via invoice through a separate account billing arrangement are not included in this report.

Performance Start Date Changes: The Performance Start Date for accounts marked with a '^' have changed. Performance figures of an account with a changed Performance Start Date may not include the entire history of the account. The new Performance Start Date will generate performance returns and activity information for a shorter period than is available at UBS FS. As a result, the overall performance of these accounts may generate better performance than the period of time that would be included if the report used the inception date of the account. UBS FS recommends reviewing performance reports that use the inception date of the account because reports with longer time frames are usually more helpful when evaluating investment programs and strategies. Performance reports may include accounts with inception dates that precede the new Performance Start Date and will show performance and activity information from the earliest available inception date.
The change in Performance Start Date may be the result of a performance gap due to a zero-balance that prevents the calculation of continuous returns from the inception of the account. The Performance Start Date may also change if an account has failed one of our performance data integrity tests. In such instances, the account will be labeled as 'Review Required' and performance prior to that failure will be restricted. Finally, the Performance Start Date will change if you have explicitly requested a performance restart. Please contact your Financial Advisor for additional details regarding your new Performance Start Date.

Closed Account Performance: Accounts that have been closed may be included in the consolidated performance report. When closed accounts are included in the consolidated report, the performance report will only include information for the time period the account was active during the consolidated performance reporting time period.

Important information on options-based strategies: Options involve risk and are not suitable for everyone. Prior to buying or selling an option investors must read a copy of the Characteristics & Risks of Standardized Options, also known as the options disclosure document (ODD). It explains the characteristics and risks of exchange traded options. The options risk disclosure document can be accessed at the following web address: www.optionsclearing.com/about/publications/character-risks.

Concentrated Equity Solutions (CES) managers are not involved in the selection of the underlying stock positions. The Manager will advise only on the options selection in order to pursue the strategy in connection with the underlying stock position(s) deposited in the account. It is important to keep this in mind when evaluating the manager's performance since the account's performance will include the performance of the underlying equity position that is not being managed. CES use options to seek to achieve your investment objectives regarding your concentration stock position. Options strategies change the potential return profile of your stock. In certain scenarios, such as call writing, the call position will limit your ability to participate in any potential increase in the underlying equity position upon which the call was written. Therefore, in some market conditions, particularly during periods of significant appreciation of the underlying equity position(s), the CES account will decrease the performance that would have been achieved had the stock been held long without implementing the CES strategy.

Portfolio: For purposes of this report "portfolio" is defined as all of the accounts presented on the cover page or the header of this report and does not necessarily include all of the client's accounts held at UBS FS or elsewhere.

Percentage: Portfolio (in the "% Portfolio / Total" column) includes all holdings held in the account(s) selected when this report was generated. Broad asset class (in the "% broad asset class" column) includes all holdings held in that broad asset class in the account(s) selected when this report was generated.

Tax lots: This report displays security tax lots as either one line item (i.e., lumped tax lots) or as separate tax lot level information. If you choose to display security tax lots as one line item, the total cost equals the total value of all tax lots. The unit cost is an average of the total cost divided by the total number of shares. If the shares were purchased in different lots, the unit price listed does not represent the actual cost paid for each lot. The unrealized gain/loss value is calculated by combining the total value of all tax lots plus or minus the total market value of the security.

If you choose to display tax lot level information as separate line items on the Portfolio Holdings report, the tax lot information may include information from sources other than UBS FS. The Firm does not independently verify or guarantee the accuracy or validity of any information provided by sources other than UBS FS. As a result this information may not be accurate and is provided for informational purposes only. Clients should not rely on this information in making purchase or sell decisions, for tax purposes or otherwise. See your monthly statement for additional information.

Pricing: All securities are priced using the closing price reported on the last business day preceding the date of this report. Every reasonable attempt has been made to accurately price securities; however, we make no warranty with respect to any security's price. Please refer to the back of the first page of your UBS FS account statement for important information regarding the pricing used for certain types of securities, the sources of pricing data and other qualifications concerning the pricing of securities. To determine the value of securities in your account, we generally rely on third party quotation services. If a price is unavailable or believed to be unreliable, we may determine the price in good faith and may use other sources such as the last recorded transaction. When securities are held at another custodian or if you hold illiquid or restricted securities for which there is no published price, we will generally rely on the value provided by the custodian or issuer of that security.

Cash: Cash on deposit at UBS Bank USA is protected by the Federal Deposit Insurance Corporation (FDIC) up to $250,000 in principal and accrued interest per depositor for each ownership type. Deposits made in an individual's own name, joint name, or individual retirement account are each held in a separate type of ownership. Such deposits are not guaranteed by UBS FS. More information is available upon request.

Margin: The quantity value may indicate that all or part of this position is held on margin or held in the short account. When an account holds a debit balance, this debit balance is incorporated into the account's total market value and deducted from the total value. When calculating the percent of portfolio on each security, the percentage will be impacted by the total market value of the account. Therefore, if the account's market value is reduced by a debit value of a holding the percent of portfolio will be greater and if the account's market value is

increased by a holding then the percent of portfolio will be less.

Asset Allocation: Your allocation analysis is based on your current portfolio. The Asset Allocation portion of this report shows the mix of various investment classes in your account. An asset allocation that shows a significantly higher percentage of equity investments may be more appropriate for an investor with a more aggressive investment strategy and higher tolerance for risk. Similarly, the asset allocation of a more conservative investor may show a higher percentage of fixed income investments.

Separately Managed Accounts and Pooled Investment Vehicles (such as mutual funds, closed end funds and exchanged traded funds): The asset classification displayed is based on firm's proprietary methodology for classifying assets. Please note that the asset classification assigned to rolled up strategies may include individual investments that provide exposure to other asset classes. For example, an International Developed Markets strategy may include exposure to Emerging Markets, and a US Large Cap strategy may include exposure to Mid Cap and Small Cap, etc.

Mutual Fund Asset Allocation: If the option to unbundle balanced mutual funds is selected and if a fund's holdings data is available, mutual funds will be classified by the asset class, subclass, and style breakdown of their underlying holdings. Where a mutual fund or ETF contains equity holdings from multiple equity sectors, this report will proportionately allocate the underlying holdings of the fund to those sectors measured as a percentage of the total fund's asset value as of the date shown.

This information is supplied by Morningstar, Inc. on a daily basis to UBS FS based on data supplied by the fund which may not be current. Mutual funds change their portfolio holdings on a regular (often daily) basis. Accordingly, any analysis that includes mutual funds may not accurately reflect the current composition of these funds. If a fund's underlying holding data is not available, it will be classified based on its corresponding overall Morningstar classification. All data is as of the date indicated in the report.

All pooled investment vehicles (such as mutual funds, closed end mutual funds, and exchange traded funds) incorporate internal management and operation expenses, which are reflected in the performance returns. Please see relevant fund prospectus for more information. Please note, performance for mutual funds is inclusive of multiple share classes.

Ineligible Assets: We require that you hold and purchase only eligible managed assets in your advisory accounts. Please contact your Financial Advisor for a list of the eligible assets in your program. These reports may provide performance information for eligible and ineligible assets in a fee-based program. Since ineligible assets are not considered fee-based program assets, the inclusion of such securities will distort the actual performance of your advisory assets. As a result, the performance reflected in this report can vary substantially from the individual account performance reflected in the performance reports provided to you as part of those programs. For fee-based programs, fees are charged on the market value of eligible assets in the accounts and assessed quarterly in advance, prorated according to the number of calendar days in the billing period. Neither UBS nor your Financial Advisor will act as your investment adviser with respect to Ineligible Assets.

Variable Annuity Asset Allocation: If the option to unbundle a variable annuity is selected and if a variable annuity's holdings data is available, variable annuities will be classified by the asset class, subclass, and style breakdown for their underlying holdings. Where a variable annuity contains equity holdings from multiple equity sectors, this report will proportionately allocate the underlying holdings of the variable annuity to those sectors measured as a percentage of the total variable annuity's asset value as of the date shown.

This information is supplied by Morningstar, Inc. on a weekly basis to UBS FS based on data supplied by the variable annuity which may not be current. Portfolio holdings of variable annuities change on a regular (often daily) basis. Accordingly, any analysis that includes variable annuities may not accurately reflect the current composition of these variable annuities. If a variable annuity's underlying holding data is not available, it will remain classified as an annuity. All data is as of the date indicated in the report.

Equity Style: The Growth, Value and Core labels are determined by Morningstar. If an Equity Style is unclassified, it is due to non-availability of data required by Morningstar to assign it a particular style.

Equity Capitalization: Market Capitalization is determined by Morningstar. Equity securities are classified as Large Cap, Mid Cap or Small Cap by Morningstar. Unclassified securities are those for which no capitalization is available on Morningstar.

Equity Sectors: The Equity sector analysis may include a variety of accounts, each with different investment and risk parameters. As a result, the overweighting or underweighting in a particular sector or asset class should not be viewed as an isolated factor in making investment/liquidation decisions; but should be assessed on an account by account basis to determine the overall impact on the account's portfolio.

Classified Equity: Classified equities are defined as those equities for which the firm can confirm the specific industry and sector of the underlying equity instrument.

Estimated Annual Income: The Estimated Annual Income is for informational purposes only and is calculated by the annualized per share dividends/interest paid, multiplied by the quantity of the shares held in the selected account(s). For Expected Cash Flow and Portfolio Holdings reports prior to June 23, 2023, savings products & sweep funds do not display such calculations and instead, values are displayed as N/A. For all other reports, Estimated Annual Income for savings products & sweep funds is not calculated or factored into aggregate calculations and will be displayed as 0.

Current Yield: Current Yield is estimated for informational purposes only and may not reflect changes in price. It's calculated by dividing the total estimated annual income by the current market value displayed. Current yield calculations display the current yield of the investment solely as of the date of this report. For Portfolio Holdings report generated prior to June 23, 2023, savings products & sweep funds do not include such information and instead, values are displayed as N/A. For all other reports, Current Yield for savings products & sweep funds is not calculated or factored into aggregate calculations and will be displayed as 0.

YTM (at Market): Yield to Maturity (at Market) is the expected return of an interest-bearing security from the report date, assuming that it is held to maturity with all coupon payments paid. For displays at the tax lot level, the Yield to Maturity is calculated based on the cost basis of that specific tax lot. For position level displays (consisting of multiple tax lots), Yield to Maturity is derived by using the weighted average cost basis of all the underlying tax lots.

YTW (at Market): Yield to Worst (at Market) is the expected return of an interest-bearing security from the report date, assuming that it is held to the next call date or until maturity (if no next call date) with all coupon payments paid. For displays at the tax lot level, the Yield to Worst is calculated based on the cost basis of that specific tax lot. For position level displays (consisting of multiple tax lots), Yield to Worst is derived by using the weighted average cost basis of all the underlying tax lots.

Bond Rating: These ratings are obtained from independent industry sources and are not verified by UBS FS.

Disclosures Applicable to Accounts at UBS Financial Services Inc. *(continued)*

Securities without rating information are left blank. Rating agencies may discontinue ratings on high yield securities.

NR: When NR is displayed under bond rating column, no ratings are currently available from that rating agency.

High Yield: This report may designate a security as a high yield fixed income security even though one or more rating agencies rate the security as an investment grade security. Further, this report may incorporate a rating that is no longer current with the rating agency. For more information about the rating for any high yield fixed income security, or to consider whether to hold or sell a high yield fixed income security, please contact your financial advisor or representative and do not make any investment decision based on this report.

Credit/Event Risk: Investments are subject to event risk and changes in credit quality of the issuer. Issuers can experience economic situations that may have adverse effects on the market value of their securities.

Interest Rate Risk: Bonds are subject to market value fluctuations as interest rates rise and fall. If sold prior to maturity, the price received for an issue may be less than the original purchase price.

Reinvestment Risk: Since most corporate issues pay interest semiannually, the coupon payments over the life of the bond can have a major impact on the bond's total return.

Call Provisions: When evaluating the purchase of a corporate bond, one should be aware of any features that may allow the issuer to call the security. This is particularly important when considering an issue that is trading at a premium to its call price, since the return may be negatively impacted if the issue is redeemed. Should an issue be called, investors may be faced with an earlier than anticipated reinvestment decision, and may be unable to reinvest their principal at equally favorable rates.

Effective Maturity: Effective maturity is the expected redemption due to pre-refunding, puts, or maturity and does not reflect any sinking fund activity, optional or extraordinary calls. Securities without a maturity date are left blank and typically include Preferred Securities, Mutual Funds and Fixed Income UITs.

Yields: Yield to Maturity and Yield to Worst are calculated to the worst call.

Accrued Interest: Interest that has accumulated between the most recent payment and the report date may be reflected in market values for interest bearing securities.

Bond Averages: All averages are weighted averages calculated based on market value of the holding, not including accrued interest.

Tax Status: "Taxable" includes all securities held in a taxable account that are subject to federal and/or state or local taxation. "Tax-exempt" includes all securities held in a taxable account that are exempt from federal, state and local taxation. "Tax-deferred" includes all securities held in a tax-deferred account, regardless of the status of the security.

Bond sensitivity analysis: This analysis uses Modified Duration which approximates the percentage price change of a security for a given change in yield. The higher the modified duration of a security, the higher its risk. For callable securities, modified duration does not address the impact of changing interest rates on a bond's expected cash flow as a result of a call or prepayment.

Amortization and Accretion: Prior to March 2008, amortization was calculated using the straight line method for tax exempt securities and was not calculated for taxable securities. Post March 2008, amortization is calculated using the constant yield method. Prior to October 2008, accretion due to original issue discount was not calculated. Post October 2008, accretion due to original issue discount is calculated using the constant yield method. Prior to January 2015, accretion due to market discount was calculated using the straight line method. Post January 2015, accretion due to market discount is calculated using the constant yield method. We assume the securities are held to par and premiums are calculated to call date. Amortization and accretion values may be incorrect due to adjustments related to cost basis. You may hold additional fixed income securities that may not appear on this report. Please refer to your account statements for information regarding all of your holdings.

Gain/Loss: The gain/loss information may include calculations based upon non-UBS FS cost basis information. The firm does not independently verify or guarantee the accuracy or validity of any information provided by sources other than UBS FS. In addition, for Schedule K-1 reported investments, such as alternative investment funds, please refer to your annual K-1 and 1099 tax forms. If this report contains positions with unavailable cost basis, the gain/(loss) for these positions are excluded in the calculation for the Gain/(Loss). As a result these figures may not be accurate and are provided for informational purposes only. Clients should not rely on this information in making purchase or sell decisions, for tax purposes or otherwise. Rely only on year-end tax forms when preparing your tax return. See your monthly statement for additional information.

Estimated Value (Continuous Funds): Estimated Value is based on the latest valuation received from the fund company and includes post valuation reinvested dividends. This is not a Market Value.

Estimated Value (Drawdown Funds): Estimated Value is based on the latest valuation received from the fund company and includes post valuation contributions less post valuation distributions. This is not a Market Value.

Accounts Included in this Report: The account listing may or may not include all of your accounts with UBS FS. The accounts included in this report are listed under the "Accounts included in this review" shown on the first page or listed at the top of each page. If the account is a donor advised fund account, the assets in those accounts are owned by the Sponsoring Charitable Organization, and not the donor. You and your financial advisor have procured the appropriate authorization to view the assets in the donor advised fund account. If an account number begins with "@" this denotes assets or liabilities held at other financial institutions. Information about these assets, including valuation, account type and cost basis, is based on the information you provided to us, or provided to us by third party data aggregators or custodians at your direction. We have not verified, and are not responsible for, the accuracy or completeness of this information.

Account name(s) displayed in this report and labels used for groupings of accounts can be customizable "nicknames" chosen by you to assist you with your recordkeeping or may have been included by your financial advisor for reference purposes only. The names used have no legal effect, are not intended to reflect any strategy, product, recommendation, investment objective or risk profile associated with your accounts or any group of accounts, and are not a promise or guarantee that wealth, or any financial results, can or will be achieved. All investments involve the risk of loss, including the risk of loss of the entire investment.

For more information about account or group names, or to make changes, contact your Financial Advisor.

Account changes: At UBS, we are committed to helping you work toward your financial goals. So that we may continue providing you with financial advice that is consistent with your investment objectives, please consider the following two questions:

Disclosures Applicable to Accounts at UBS Financial Services Inc. *(continued)*

1) Have there been any changes to your financial situation or investment objectives?
2) Would you like to implement or modify any restrictions regarding the management of your account?
If the answer to either question is "yes," it is important that you contact your Financial Advisor as soon as possible to discuss these changes. For MAC advisory accounts, please contact your investment manager directly if you would like to impose or change any investment restrictions on your account.

ADV disclosure: A complimentary copy of our current Form ADV Disclosure Brochure that describes the advisory program and related fees is available through your Financial Advisor. Please contact your Financial Advisor if you have any questions.

Important information for former Piper Jaffray and McDonald Investments clients: As an accommodation to former Piper Jaffray and McDonald Investments clients, these reports include performance history for their Piper Jaffray accounts prior to August 12, 2006 and McDonald Investments accounts prior to February 9, 2007, the date the respective accounts were converted to UBS FS. UBS FS has not independently verified this information nor do we make any representations or warranties as to the accuracy or completeness of that information and will not be liable to you if any such information is unavailable, delayed or inaccurate.

For insurance, annuities, and 529 Plans, UBS FS relies on information obtained from third party services it believes to be reliable. UBS FS does not independently verify or guarantee the accuracy or validity of any information provided by third parties. Information for insurance, annuities, and 529 Plans that has been provided by a third party service may not reflect the quantity and market value as of the previous business day. When available, an "as of" date is included in the description.

Investors outside the U.S. are subject to securities and tax regulations within their applicable jurisdiction that are not addressed in this report. Nothing in this report shall be construed to be a solicitation to buy or offer to sell any security, product or service to any non-U.S. investor, nor shall any such security, product or service be solicited, offered or sold in any jurisdiction where such activity would be contrary to the securities laws or other local laws and regulations or would subject UBS to any registration requirement within such jurisdiction.

Performance History prior to the account's inception at UBS Financial Services, Inc. may have been included in this report and is based on data provided by third party sources. UBS Financial Services Inc. has not independently verified this information nor does UBS Financial Services Inc. guarantee the accuracy or validity of the information.

Important information about brokerage and advisory services. As a firm providing wealth management services to clients, UBS Financial Services Inc. offers investment advisory services in its capacity as an SEC-registered investment adviser and brokerage services in its capacity as an SEC-registered broker-dealer. Investment advisory services and brokerage services are separate and distinct, differ in material ways and are governed by different laws and separate arrangements. It is important that clients understand the ways in which we conduct business, that they carefully read the agreements and disclosures that we provide to them about the products or services we offer. For more information, please review client relationship summary provided at **ubs.com/relationshipsummary**.

UBS Financial Services account protection
The Firm is a member of the Securities Investor Protection Corporation (SIPC), which protects securities customers of its members up to $500,000 (including $250,000 for claims for cash). Explanatory brochure available upon request or at www.sipc.org. The SIPC asset protection limits apply to all accounts that you hold in a particular capacity.

The Firm, together with certain affiliates, has also purchased supplemental insurance. The maximum amount payable to all eligible clients, collectively under this protection is $500 million as of December 10, 2019. Subject to the policy conditions and limitations, cash at the Firm is further protected for up to $1.9 million in the aggregate for all your accounts held in a particular capacity. A full copy of the policy wording is available upon request.

Neither the SIPC protection nor the supplemental protection apply to:

- Certain financial assets controlled by (and included in your account value) but held away from UBS Financial Services. For example certain (i) insurance products, including variable annuities, and (ii) shares of mutual funds registered in the name of the account holder on the books of the issuer or transfer agent);
- Investment contracts or investment interests (e.g., limited partnerships and private placements) that are not registered under the Securities Act of 1933;
- Commodities contracts (e.g., foreign exchange and precious metal contracts), including futures contracts and commodity option contracts;
- Securities on loan to UBS Financial Services; and
- Deposit accounts (except certificates of deposit) at UBS Bank USA, UBS AG U.S. branches and banks in the FDIC Insured Deposit Program.

The SIPC protection and the supplemental protection do not apply to these assets even if they otherwise appear on your statements. The SIPC protection and the supplemental protection do not protect against changes in the market value of your investments (whether as a result of market movement, issuer bankruptcy or otherwise).

Non-UBS Assets and Liabilities: This report is not intended to provide you with consolidated information or reporting regarding your holdings at other firms. However, at your request, this report may include information regarding assets that you hold at other financial institutions so that you may review your asset allocation and/or investment strategy in the context of your overall holdings. You should review and maintain the original documents for these assets, such as the statements for individual accounts held away from UBS. Those documents may contain notices, disclosures and other information important to you, and may also serve as a reference should questions arise regarding the accuracy of that information as presented in this report.

The information presented for accounts held at other financial institutions has been provided to UBS at your direction through your agreement with an Outside Asset Data Aggregation Service. These accounts have been added to this report at your request and are automatically updated to reflect the most recent data received from the custodian. Information may have also been provided based on documents and valuation you provided to your Financial Advisor. These accounts have been added to this report at your request and may not reflect the current valuation.

If an account number begins with "@" this denotes assets or liabilities held at other financial institutions. Information about these assets, including valuation, account type and cost basis, is based on the information you provided to us, or provided to us by third party data aggregators or custodians at your direction. We have not verified, and are not responsible for, the accuracy or completeness of this information.

If the information you or your custodians provided to us is not current, inclusion of these assets will impact the accuracy of the current asset allocation and other analysis presented. We do not provide purchase, sale or hold

Disclosures Applicable to Accounts at UBS Financial Services Inc. *(continued)*

recommendations or advice with respect to your assets at other firms and do not assume responsibility for activity you conduct at other financial institutions.

UBS's SIPC coverage applies to assets held at UBS. If you maintain assets at other firms that may be SIPC members, you should contact their financial representative or the other entity or refer to the other entitys statement regarding SIPC membership. Your UBS Financial Services Inc. account statements are the only official record of your UBS holdings and account and are not replaced, amended or superseded by any of the information presented in this report.

Assets that you hold at other financial institutions are priced using the closing price reported on the last business day preceding the date of this report. Every reasonable attempt has been made to accurately price securities; however, we make no warranty with respect to any security's price. To determine the value of securities in your account, we generally rely on third party quotation services. If a price is unavailable or believed to be unreliable, we may determine the price in good faith and may use other sources such as the last recorded transaction. When securities are held at another custodian or if you hold illiquid or restricted securities for which there is no published price, we will generally rely on the value provided by the custodian or issuer of that security.

The value of assets held at other financial institutions is based on the "Last Refresh Date" displayed. Up to date valuation and information can be obtained directly from the custodian of your assets. The account statements you receive from your third party custodian regarding the assets you hold with them are the official record of your holdings and accounts and are not impacted or superseded by the information in this report.

Account balances and security pricing will always display in U.S. Dollars even if assets in your Outside Accounts are denominated in other currencies. UBS will convert any values received in the Outside Account Information to U.S. Dollars using foreign exchange rates from UBS as of the previous business.

STAFF REPORT

TO:	**Mayor and Council Members**	**DATE:**	**March 24, 2026**
FROM:	**Public Works**	**DISTRICT(S):**	**Citywide**

SUBJECT: **Consideration of Amendment No. 2 to the Contract Services Agreement with Environment Planning Development Solutions, Inc., dated May 24, 2022 for additional environmental services related to the North Glendora Reservoir replacement project in an amount not to exceed $17,575 for additional services**

RECOMMENDATION

That the City Council:

1. Approve Amendment No. 2 ("Amendment") to the Contract Services Agreement ("Agreement") with Environment Planning Development Solutions, Inc. (dba EPD Solutions) dated May 24, 2022, extending the Term of the Agreement and increasing the contract sum by $17,575 to a total amount not to exceed $190,191;
2. Authorize the City Manager to execute Amendment No. 2, including minimal and/or non-substantive changes; and
3. Authorize the City Manager to extend the term of the Agreement by two additional one-year periods.

STRATEGIC FOCUS AREAS

N/A

EXECUTIVE SUMMARY

The City of Glendora ("City") operates and maintains a municipal water system that provides potable water through an interconnected system of treatment, storage, pumping, and distribution facilities. During a mandated field inspection conducted in October 2021, the State Water Resources Control Board's Division of Drinking Water ("DDW") identified deficiencies at the North Glendora Reservoir, including significant age-related structural deterioration. To address these findings and maintain compliance with state and federal drinking water standards, the City submitted a corrective action plan in February 2022 identifying replacement of the reservoir as the most effective long-term solution.

On May 24, 2022, the City Council approved the Agreement with Environment Planning Development Solutions, Inc., dba EPD Solutions ("EPD"), to prepare environmental documentation and provide related technical services in compliance with the California Environmental Quality Act ("CEQA") for the North Glendora Reservoir Replacement Project ("Project"). The original agreement was approved in the amount of $86,020. As environmental review progressed and additional technical analysis was required, the Agreement was amended to increase the contract sum to $172,617 and extend the term to allow completion of the expanded scope of services.

Since circulation of the Mitigated Negative Declaration ("MND"), the California Department of Fish and Wildlife ("CDFW") has requested additional protocol-level biological surveys that were not included in the prior scope of work. These new requirements, along with associated agency coordination and documentation updates, require a further amendment to the Agreement in the amount of $17,575. Staff recommends City Council approval of the proposed Amendment to ensure the Project continues to advance through environmental clearance and toward construction.

LEGISLATIVE HISTORY / PREVIOUS ACTIONS

Community water systems are subject to periodic sanitary surveys conducted by the DDW to verify compliance with state and federal drinking water regulations. These inspections assess condition of infrastructure, operational practices, water quality monitoring, and overall system management to ensure safe and reliable service.

DDW conducted its most recent sanitary survey of the City's water system in October 2021 and released its report in February 2022. The report identified deterioration of the North Glendora Reservoir and required corrective action. On February 16, 2022, the City submitted a corrective action plan recommending replacement of the reservoir as the selected remedy.

On May 24, 2022, the City Council authorized the Agreement with EPD in the amount of $86,020 for preparation of CEQA documentation and associated environmental services for the Project. As the scope of environmental analysis expanded due to design refinements and regulatory coordination, the agreement was subsequently amended to increase the total contract amount to $172,617 and extend the term to allow completion of the additional work and accommodate schedule adjustments.

The current request represents a further Amendment needed to address new biological survey requirements identified during agency review of the MND.

DISCUSSION

Replacement of the North Glendora Reservoir remains a critical infrastructure improvement necessary to address deficiencies identified by DDW and to preserve the reliability and integrity of the City's potable water storage system. Environmental review is being conducted pursuant to CEQA. Following public circulation of the MND, CDFW provided comments requiring additional biological assessment to evaluate potential impacts to special-status species. These protocol-level surveys were not included in the prior scope of work and must be completed in accordance with established state guidelines before environmental clearance can be finalized.

The expanded scope includes focused field surveys and related technical documentation. Presence/absence surveys for Crotch's Bumble Bee must be conducted by a qualified biologist in accordance with CDFW Bombus survey protocols. A minimum of three site visits is required during the species' active season, generally between March and June, with surveys scheduled to account for variability in habitat conditions and species detectability. A technical report summarizing the survey methodology and findings will be prepared for agency review.

Additionally, protocol-level presence/absence surveys for the Coastal California Gnatcatcher must be conducted by a permitted biologist consistent with state guidelines. During the breeding season, a minimum of six surveys conducted at least one week apart is required to achieve the prescribed confidence level for species detection. Surveys involve systematic pedestrian coverage of suitable habitat within the project area, and results will be documented to support regulatory review.

Beyond fieldwork, the Amendment includes biological coordination services such as consultation with CDFW, preparation of responses to agency comments, and updates to environmental documentation as necessary to incorporate survey results. These tasks are essential to resolving agency concerns and advancing the Project toward final environmental approval and implementation.

Approval of the proposed Amendment will allow completion of the required studies and associated coordination, ensuring regulatory compliance while maintaining progress on replacement of this critical water system facility.

FISCAL IMPACT

Sufficient appropriations are available in the FY 2025-27 Adopted Two-Year Budget for the North Glendora Reservoir in the Water Capital Projects Fund, (502), project number 6022106.

ENVIRONMENTAL DETERMINATION

There are no CEQA impact associated with the recommendations in this report.

Prepared By:	Ivy Gonzalez, Management Analyst
Concurs With:	Not Applicable
Reviewed By:	Paul Zampiello, Assistant Public Works Director
Certified to Availability of Funds:	Kyle Johnson, Finance Director/City Treasurer
Approved By:	Adam Raymond, City Manager
Legal Review:	Danny Aleshire, City Attorney
CEQA Review:	Not Applicable

Attachments

A_EDP_Amendment_No_2.pdf
B_EPD_Amendment_No_1.pdf
C_EPD_Original_Contract.pdf

Docusign Envelope ID: 390C9943-8DA6-4905-BE6F-8E1406947A80

AMENDMENT NO. 2
TO CONTRACT SERVICES AGREEMENT BETWEEN THE CITY OF GLENDORA AND ENVIRONMENT PLANNING DEVELOPMENT SOLUTIONS, INC.

THIS AMENDMENT NO. 2 TO CONTRACT SERVICES AGREEMENT BETWEEN THE CITY OF GLENDORA AND ENVIRONMENT PLANNING DEVELOPMENT, INC. ("Amendment No. 2") by and between the **CITY OF GLENDORA**, a California municipal corporation ("City") and **ENVIRONMENT PLANNING DEVELOPMENT SOLUTIONS, INC.**, a California corporation (DBA EPD Solutions) ("Consultant") is entered into effective as of the _____ day of _____, 2026. City and Consultant may be referred to individually as "**Party**" or collectively as "**Parties**."

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated May 24, 2022 whereby Consultant agreed to provide certain environmental services for the North Glendora Reservoir Replacement project for a total Contract Sum of $86,020 (the "Agreement").

B. City and Consultant entered into an Amendment No. 1 to the Agreement, dated August 27, 2024, whereby the Parties increased the Contract Sum from $86,020 to $172,617, extended the Term under the Agreement for an additional two-year period through May 24, 2025, and added additional services to the scope of work (the "Amendment No. 1").

C. City and Consultant now desire to extend the Term of the Agreement for an additional two-year period, until May 24, 2027, and to increase the Contract Sum by $17,574, for a total of $190,191.

TERMS

1. **Incorporation of Recitals**. The Recitals set forth above are incorporated into and are a part of this Amendment No. 2.

2. **Terms and Conditions**. All words, terms, and phrases used or referenced in this Amendment No. 2, not expressly defined in this Amendment No. 2, shall have the same meaning ascribed to them in the Agreement.

3. **Contract Amendments**. The Agreement is amended as provided herein. Deleted text is indicated in ~~strikethrough~~ and added text in ***bold italics***.

a. **Section 2.1 (Contract Sum) of the Agreement is hereby amended as follows:**

"Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **$190,191 (One Hundred Ninety Thousand One Hundred Ninety-One Dollars)** ~~$172,617 (One Hundred Seventy-Two Thousand Six Hundred Seventeen Dollars)~~ (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9."

Docusign Envelope ID: 390C9943-8DA6-4905-BE6F-8E1406947A80

b. **Section 3.4 (Term) of the Agreement is hereby amended as follows:**

"Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding **five (5) years** ~~three (3) years one~~ from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). The City Manager may, at his/her sole discretion, extend the Term for two (2) additional one-year periods by giving written notice of the same not later than sixty (60) calendar days prior to the expiration of the Term."

c. **Part I of Exhibit "A" (Scope of Services) of the Agreement is hereby amended to include the additional services set forth in Attachment 1, attached hereto, and Part II of Exhibit "A" shall be amended to include the additional work products set forth in Attachment 1. The services described in Attachment 1 are hereby incorporated into the Agreement and made part of Exhibit "A" to the Agreement.**

d. **Part I of Exhibit "C" (Schedule of Compensation) of the Agreement is hereby deleted and replaced as follows:**

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

Docusign Envelope ID: 390C9943-8DA6-4905-BE6F-8E1406947A80

Task Description	Original Award	Amendment 1 4/1/2023	Amendment 2 8/7/2023	Amendment 3 5/22/2024	Amendment 4 2/4/2026	Amended Total
Task 1: Project Initiation and Project Description	$4,120	-	-	-	-	$4,120
Task 2: Preparation of Technical Studies					-	
Task 2.1: Construction Trip Generation Analysis (not to exceed)	$2,800	-	($2,060)	-	-	$740
Task 2.2: Air Quality and Greenhouse Gas Emissions Analyses	$5,180	-	-	-	-	$5,180
Task 2.2.1 Air Quality and Greenhouse Gas Emissions Modeling for Offsite Roadway Improvements	-	-	-	$3,500	-	$3,500
Task 2.3: Energy Analysis	$2,800	-	-	-	-	$2,800
Task 2.4: Construction Noise and Vibration Analysis	$6,310	-	-	-	-	$6,310
Task 2.5: Cultural and Paleontological Resources Assessment	$6,940	-	-	-	-	$6,940
Task 2.6: Biological Resources Assessment	$8,230	$1,580	-	$647	-	$10,457
Task 2.7: 2023 Focused Rare Plant Survey	-	$4,040	-	-	-	$4,040
Task 2.8: Focused Rare Plant Survey Report	-	$3,250	-	-	-	$3,250
Task 2.9 Crotch's Bumble Bee Surveys	-	-	-	-	$5,925	$5,925
Task 2.10 Coastal California Gnatcatcher Surveys	-	-	-	-	$8,950	$8,950
Task 2.11 Biological Coordination	-	-	-	-	$2,200	$2,200
Task 3: Administrative Draft IS/MND	$17,820	-	-	$4,500	-	$17,820
Task 4: Public Draft IS/MND	$6,840	-	-	$4,500	-	$6,840
Task 5: Responses to Comments and Final IS/MND	$8,270	-	-	-	-	$8,270
Task 6: Mitigation Monitoring and Reporting Program	$2,460	-	-	-	-	$2,460
Task 7: Findings	$3,140	-	-	-	-	$3,140
Task 8: Hearing	$3,560	-	-	-	-	$3,560
Task 9: Project Management	$6,050	-	$6,490	$11,400	-	$23,940
Task 10: Public Outreach	-	-	$3,700	-	-	$3,700
Expenses Budget	$1,500	-	$500	$10,026	$500	$500
Total	**$86,020**	**$8,870**	**$8,630**	**$34,573**	**$17,575**	**$138,093**
Contingency	-	-	-	$34,523	-	$34,523
Total with Contingency	**$86,020**	**$8,870**	**$8,630**	**$69,096**	**$17,575**	**$190,191**

4. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 2, all provisions of the Agreement, as amended by Amendment No. 1, shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1 and this Amendment No. 2.

5. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement, as amended by Amendment No. 2, and this Amendment No. 2, is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 2, City is not in default of any material term of the Agreement and that there have been no events

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that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 2, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

6. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

7. **Authority**. The persons executing this Amendment No. 2 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 No. 2 on behalf of said Party, (iii) by so executing this Amendment No. 2, such Party is formally bound to the provisions of the Agreement, as amended by Amendment No. 1, and this Amendment No. 2, and (iv) the entering into this Amendment No. 2 does not violate any provision of any other agreement to which said party is bound.

8. **Counterparts**. This Amendment No. 2 may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. Each of the parties intend to be bound by the signatures on any telecopied, .pdf or other electronically delivered document, and are aware that the other party will rely on the telecopied, .pdf or other electronically delivered signatures, and hereby waive any defenses to the enforcement of the terms of this Amendment based on the form of signature.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

Docusign Envelope ID: 390C9943-8DA6-4905-BE6F-8E1406947A80

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 on the date and year first-above written.

CITY:
CITY OF GLENDORA, a California municipal corporation

Adam Raymond
City Manager

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

DocuSigned by:
Danny Aleshire
0D5924B7E6ED4A5...
Danny Aleshire
City Attorney

CERTIFY AVAILABILITY OF FUNDS:

DocuSigned by:
Kyle Johnson
CACE701662584A4...
Kyle Johnson
Finance Director/City Treasurer

ATTEST:

Kathleen R. Sessman
City Clerk/Communications Director

CONSULTANT:
ENVIRONMENT PLANNING DEVELOPMENT SOLUTIONS, INC., a California corporation

DocuSigned by:
Jeremy Krout
8E1295F6203540F...
Name: Jeremy Krout
Title: Chief Executive Officer, Chief Financial Officer, and Secretary
Email Address: jeremy@epdsolutions.com
Feb 26, 2026 | 3:42 PM PST

Address:
3333 Michelson Drive, Suite 500
Irvine, CA 92612

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer.

Docusign Envelope ID: 390C9943-8DA6-4905-BE6F-8E1406947A80

Attachment 1

I. Additional Tasks Under the Scope of Services:

Task 2.9 Crotch's Bumble Bee Surveys:

A qualified biologist will conduct presence/absence surveys for Crotch's Bumble Bee. CDFW Bombus Survey Protocol states that at least 3 on-site surveys take place prior to project implementation. Each survey should ideally be spaced 2-4 weeks apart during the Colony Active Period (April to August) to ensure that they cover a range of dates and account for variability in resource use by the candidate species and floral resource phenology within the site. A draft report will then be prepared and provided to client for review.

Task 2.10 Coastal California Gnatcatcher Surveys:

PProtocol-level Coastal California Gnatcatcher (CAGN) presence/absence surveys will be conducted by a permitted biologist in accordance with the *Coastal California Gnatcatcher Presence/Absence Survey Protocol*. Surveys within approved NCCP 4(d) jurisdictions will be conducted during the appropriate seasonal window and under suitable weather conditions.
Suitable sage scrub habitat within the survey area will be systematically traversed on foot at a rate not exceeding approximately 100 acres per biologist per day. Surveys will consist of a minimum of three (3)

survey visits separated by at least one week and scheduled preferentially during the breeding season (approximately February 15 through August 30).

Breeding and non-breeding season survey protocol for presence/absence of coastal California gnatcatchers in non-NCCP areas are as follows:

- Breeding Season (March 15 – June 30): A minimum of six (6) surveys conducted at least one week apart, providing a 95 percent confidence level of detecting the species if present.
- Non-Breeding Season (July 1 – March 14): A minimum of nine (9) surveys conducted at least two weeks apart.

This scope assumed a total of six (6) surveys would be conducted during the breeding season (March 15 through June 30).

Task 2.11 Biological Coordination:

EPD will provide additional biological coordination associated with the required surveys, including agency communication and coordination with CDFW, documentation support, and responses to agency comments as needed.

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AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS AMENDMENT NO. 1 TO THE AGREEMENT FOR CONTRACTUAL SERVICES ("Amendment No. 1") by and between the **CITY OF GLENDORA** ("City") and **ENVIRONMENT PLANNING DEVELOPMENT SOLUTIONS, INC.**, a California corporation (dba "EPD Solutions") ("Consultant") is effective as of the 27th day of August, 2024.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated May 24, 2022 ("Agreement") whereby Consultant agreed to provide Environmental Services for the North Glendora Reservoir Replacement project.

B. City and Consultant now desire to amend the Agreement to extend the term of the agreement, modify the scope of services, and adjust certain terms regarding the Contract Sum accordingly.

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein. Deleted text is indicated in ~~strikethrough~~ and added text in ***bold italics***.

a. Section 2.1 (Contract Sum) of the Agreement shall be revised as follows:

"Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ***$172,617 (One Hundred Seventy-Two Thousand Six Hundred Seventeen Dollars)*** ~~$86,020 (Eighty-six Thousand Twenty Dollars)~~ (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9."

b. Section 3.4 (Term) of the Agreement shall be revised as follows:

"Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ***three (3) years*** ~~one (1) year~~ from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). The City Manager may, at his/her sole discretion, extend the Term for ***two (2)*** ~~one (1)~~ additional one-year ***periods*** ~~term~~ by giving written notice of the same not later than sixty (60) calendar days prior to the expiration of the Term."

c. Exhibit "A" (Scope of Services) of the Agreement shall be revised as follows:

The additional services outlined in Consultant's proposed amendments to the Scope of Work under the Agreement, dated July 27, 2023; March 31, 2023; and May 22, 2024; attached hereto as Attachments 1-3; shall be added to the Scope of Services.

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d. Part I of Exhibit "C" (Schedule of Compensation) of the Agreement shall be deleted and replaced as follows:

"I. Consultant shall perform the following tasks at the following rates:

Task Description	Original Award	Amendment 1 4/18/2023	Amendment 2 8/7/2023	Amendment 3 5/22/2024	Amended Total
Task 1: Project Initiation and Project Description	$4,120.00				$4,120.00
Task 2: Preparation of Technical Studies					
Task 2.1: Construction Trip Generation Analysis (not to exceed)	$2,800.00		($2,060.00)		$740.00
Task 2.2: Air Quality and Greenhouse Gas Emissions Analyses	$5,180.00				$5,180.00
Task 2.2.1 Air Quality and Greenhouse Gas Emissions Modeling for Offsite Roadway Improvements ***(NEW)***				$3,500.00	$3,500.00
Task 2.3: Energy Analysis	$2,800.00				$2,800.00
Task 2.4: Construction Noise and Vibration Analysis	$6,310.00				$6,310.00
Task 2.5: Cultural and Paleontological Resources Assessment	$6,940.00				$6,940.00
Task 2.6: Biological Resources Assessment	$8,230.00	$1,580.00		$647.00	$10,457.00
Task 2.7: 2023 Focused Rare Plant Survey		$4,040.00			$4,040.00
Task 2.8: Focused Rare Plant Survey Report		$3,250.00			$3,250.00
Task 3: Administrative Draft IS/MND	$17,820.00			$4,500.00	$22,320.00
Task 4: Public Draft IS/MND	$6,840.00			$4,500.00	$11,340.00
Task 5: Responses to Comments and Final IS/MND	$8,270.00				$8,270.00
Task 6: Mitigation Monitoring and Reporting Program	$2,460.00				$2,460.00
Task 7: Findings	$3,140.00				$3,140.00
Task 8: Hearing	$3,560.00				$3,560.00
Task 9: Project Management	$6,050.00		$ 6,490.00	$11,400.00	$23,940.00
Task 10: Public Outreach	-		$ 3,700.00		$3,700.00
Expenses Budget	$1,500.00		$500.00	$10,026.00	$12,026.00
Total	**$86,020.00**	**$8,870.00**	**$8,630.00**	**$34,573.00**	**$138,093.00**
Contingency				$34,523	$33,650.00
Total with Contingency	**$86,020.00**	**$8,870.00**	**$8,630.00**	**$69,097**	**$172,617**

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 1, the provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 1 to the Agreement. The parties acknowledge and agree that the correct name of the corporation constituting the Consultant in the Agreement is "Environment Planning Development Solutions, Inc."

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been

Docusign Envelope ID: 08433E2B-B94D-42A3-82BA-C4AB023D5C59

no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 1, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 1, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

5. **Authority**. The persons executing this Amendment No. 1 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 No. 1on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Amendment , and (iv) the entering into this Amendment No. 1 does not violate any provision of any other agreement to which said party is bound.

6. **Counterparts**. This Amendment No. 1 may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. Each of the parties intend to be bound by the signatures on any telecopied, .pdf or other electronically delivered document, and are aware that the other party will rely on the telecopied, .pdf or other electronically delivered signatures, and hereby waive any defenses to the enforcement of the terms of this Amendment No. 1 based on the form of signature.

[SIGNATURES ON FOLLOWING PAGE]

Docusign Envelope ID: 08433E2B-B94D-42A3-82BA-C4AB023D5C59

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the date and year first-above written.

CITY:
City of Glendora, a municipal corporation

Signed by:
Adam Raymond
A0FB4F5D056C43C...
Adam Raymond
City Manager
Sep 3, 2024 | 2:25 PM PDT

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

DocuSigned by:
Danny Aleshire
0D5924B7E6ED4A5...
Danny Aleshire
City Attorney

CERTIFY AVAILABILITY OF FUNDS:

DocuSigned by:
Kyle Johnson
CACE701662584A4...
Kyle Johnson
Finance Director/City Treasurer

ATTEST:

Signed by:
Roxanne Breeda
67G74B10362F486...
Kathleen R. Sessman
City Clerk/Communications Director
Sep 24, 2024 | 12:21 PM PDT

CONSULTANT:
Environment Planning Development Solutions, Inc.

DocuSigned by:
Jeremy Krout
8E1295F6203540F...
Name: Jeremy Krout
Title: President & Chief Executive Officer
Email: Jeremy@epdsolutions.com
Aug 7, 2024 | 3:36 PM PDT

Address: 3333 Michelson Drive, Suite 500
Irvine, CA 92612

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer.

Docusign Envelope ID: 08433E2B-B94D-42A3-82BA-C4AB023D5C59

Attachment 1

ENVIRONMENT | PLANNING | DEVELOPMENT SOLUTIONS, INC.

Project Number 22-094

Submitted via email.

March 31, 2023

Chisom Obegolu, PE
City of Glendora Public Works Department
116 E. Foothill Boulevard
Glendora, Calif. 91741

cobegolu@cityofglendora.org
626.852-5222 (direct)

RE: Amendment to Scope of Work to Complete Focused Biological Surveys for the Proposed North Glendora Water Tank Project, Glendora, CA

Dear Mr. Obegolu:

The findings of the biological surveying and revisions to the disturbance area since the completion of biological surveying require additional analysis that is outside of EPD's current scope of work, resulting in the need for a change order.

A Biological Report for the project was completed in October 2022 that resulted in the need for identification of rare plant species known to occur within the region that may be present on the project site. As a result, a qualified biologist will be required to conduct rare plant surveys within the project area to identify the presence of rare plants that may need to be avoided or transplanted. The qualified biologist will prepare a summary report of the survey results to identify any significant rare plants that would be impacted as a result of the project and recommend a course of action to mitigate potential impacts. Rare plant focused surveys and report services were not included under the professional service agreement submitted on May 7, 2022.

Additionally, the area of disturbance has expanded since preparation of the Biological Report, and the additional area was not captured in the initial survey and analysis. A survey will be conducted to include the additional area of disturbance for the construction staging area and the Biological Report will be updated to include the area as well. An amendment to the biological resource survey would be prepared to reflect the results of the expanded survey.

Therefore, the following change of scope and cost below has been prepared.

AMENDED SCOPE OF WORK

Task 2.6: Biological Report Updates

At the time of the report, the project site included approximately 1.19-acres. However, the project's area of disturbance has since increased to approximately 2.0-acres to include the proposed construction staging area located in the southeast portion of APN 8636-015-902.

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Prior to conducting the field survey, Blackhawk Environmental will update the previously evaluated literature review (from the August 2022 BLR) that will include, but not necessarily be limited to a current California Natural Diversity Database (CNDDB)/California Native Plant Society (CNPS) search for records of sensitive biological resources in the project vicinity, USFWS Critical Habitat query, National Wetlands Inventory, and any other previous reports prepared for the expanded project site area or nearby project sites, if provided to Blackhawk Environmental. Following the literature review, a field survey will be conducted by two qualified biologists. The survey area will include the project footprint plus a 200-foot buffer for sensitive biological resources. GPS coordinates will be collected for all sensitive species found within or adjacent to the project footprint. Digital photographs will be collected in sufficient quantity to capture the existing conditions of the site as well as any notable biological resources. Potentially riverine/riparian habitats and jurisdictional waters will be assessed and generally described; a formal delineation is not included nor anticipated in this scope. Observed and/or detected plant and wildlife species and/or wildlife sign will be documented in the field notes of the biologist(s) to provide species lists for the report, and representative photographs will be collected and included in the report.

A total of approximately 14 hours between biologists/wetland specialists and GIS support, is anticipated to fully complete this task, including survey, records search and report preparation. The report would be issued in draft form within 60 days of the completion of the field survey. This task assumes up to one round of consensus comments and revisions prior to submittal of the final report that is to be issued within four weeks of receipt of all comments.

The total fixed fee to conduct the additional biological resources survey and update the report is **$1,580**.

Task 2.7 - 2023 Focused Rare Plant Survey

Blackhawk Environmental shall conduct focused plant surveys for rare plant species known to occur within the region. General methodology of the survey is to visually confirm presence or absence of special-status plant species. All plant species observed will be recorded in field notes for inclusion in the report. Qualified biologists will survey the entirety of the proposed project footprint on foot, following 10 to 20 foot transects to ensure 100% visual coverage of the site. Transect width may vary slightly in the field based on topographical and vegetation considerations. All rare plants that are observed will be recorded with a sub-meter GPS, photo documented, and documented in field notes for inclusion into the report. The survey area will include a 50-foot buffer around the proposed project impact limits. Brodiaea filifoliawas has been identified as having potential to occur within the vicinity of the project and is known to have a seasonally variable blooming period, therefore, appropriate timing of the survey will be determined based on coordination with personnel at the nearby Glendora Brodiaea Reserve.

A total of approximately 30 hours between 2 qualified biologists, coordination on Brodiaea filifolia blooming times, plus botanical follow-up identification and QA/QC and GIS support, is anticipated to fully complete Task 2 prior to preparation of the Focused Rare Plant Survey Report.

The total fixed fee to conduct the focused rare plant surveys is **$4,040**.

Task 2.8 – Focused Rare Plant Survey Report (RPSR)

Following completion of the focused rare plant survey, Blackhawk Environmental shall complete a focused rare plant survey report. The report will include a discussion of methods included during the survey, results (with associated figures), anticipated project impacts and proposed design features and/or applicable mitigation measures. The RPSR would include project-specific mapping of all special-status plant species

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documented (if present) relevant to the CEQA review of potentially significant project-related impacts, or lack thereof. A total of approximately 24 hours to produce the Draft RPSR, including GIS support and up to one round of consensus comments and revisions prior to submittal of the Final Draft RPSR.

The total fixed fee to update the Biological Resources Report is **$3,250**.

Assumptions

1. Blackhawk Environmental will be granted site access as needed.
2. Accurate, easily decipherable KMZ, GIS, or CAD files will be provided to Blackhawk Environmental for usage in the field and to calculate project-related impacts including onsite and offsite areas of impact. Temporary and permanent impact areas will be clearly delineated in the files.
3. Rare plant surveys are to be completed during a single pass. No other protocol-level focused surveys will be conducted.

We are requesting an additional budget of $8,870. This budget amendment would bring EPD's total contract amount to $94,890.

Docusign Envelope ID: 08433E2B-B94D-42A3-82BA-C4AB023D5C59

Attachment 2

ENVIRONMENT | PLANNING | DEVELOPMENT SOLUTIONS, INC.

Project Number 22-094

Submitted via email.

July 27, 2023

Chisom Obegolu, PE
City of Glendora Public Works Department
116 E. Foothill Boulevard
Glendora, Calif. 91741

RE: Amendment to CEQA Services Budget for the Proposed North Glendora Water Tank Project, Glendora, CA

Dear Mr. Obegolu:

This change order is being prepared to capture a previous billing error on the May 2023 invoice under Task 2.1 and to request additional project management budget due to a lengthened project schedule. Additionally, the City has requested support with project public outreach efforts, which were not originally included in the signed contract. Therefore, EPD is requesting an additional budget towards public outreach. Therefore, the following change of cost below has been prepared.

AMENDED SCOPE OF WORK

Task 2.1 – Construction Trip Gen Analysis

There was an error associated with Task 2.1 *Construction Trip Generation Analysis* within the invoice dated May 31, 2023. The task was incorrectly billed out completely ($2,800). This budget amendment includes a reduction in cost to correct the invoice error to reflect the hourly time that was spent on completing the task. The corrected amended total for Task 2.1 is $740.

Task 9 – Project Management

EPD is requesting an additional $6,490 to augment the project management budget, which includes 2 hours of project management time per month to attend the regularly scheduled biweekly meetings and support as needed. Per the professional service agreement submitted on May 7, 2022, the project management budget assumed one hour per week for the Project Manager for the anticipated project duration of six months (totaling $6,050). The agreement also stated that if the project extended beyond six months for reasons outside EPD's control, an additional project management budget would be required. Given that the duration of the project has been extended beyond the original agreement and is anticipated to be complete in Fall 2023, EPD is requesting an additional budget totaling $6,490 to cover EPD's additional time for project management.

Task 10 – Public Outreach (new)

EPD is requesting an additional $3,700 to support the City with public outreach efforts for the project. Based on the original schedule, EPD assumed accommodating efforts for public outreach under Task 9, Project Management. However, due to the lengthened schedule and efforts associated with this task, EPD requests additional budget to cover added time and expenses associated with public outreach support. As part of EPD's effort, EPD will draft a public notice letter to be mailed to property owners and tenants within the service area of the North Glendora Reservoir tank. Additionally, EPD will mail the public notice letters and

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prepare presentation materials for the meeting. This budget also assumes attendance from at least two members of EPD at the public outreach meeting (6 hours each). This budget assumes 20 hours of work.

Expenses

An additional $500 has been added to project expenses to capture additional costs related to public outreach efforts, including mailings, meeting materials, and mileage for attendance.

The total fixed fee to augment the project budget is **$8,630.** This budget amendment would bring EPD's total contract amount to **$103,520.**

Docusign Envelope ID: 08433E2B-B94D-42A3-82BA-C4AB023D5C59

Attachment 3

ENVIRONMENT | PLANNING | DEVELOPMENT SOLUTIONS, INC.

Project Number 22-094

Submitted via email.

Originally submitted January 2, 2024. Resubmitted: January 30, 2024, and April 17, 2024.
Revised: May 22, 2024

Maliha Ansari
City of Glendora Principal Engineer
116 E. Foothill Boulevard
Glendora, Calif. 91741

RE: Amendment 3 to CEQA Services Budget for the Proposed North Glendora Water Tank Project, Glendora, CA

Dear Ms. Ansari:

EPD has sincerely enjoyed working with you to support the success of the project. To continue our efforts, we respectfully request the amended scope of work and budget to accommodate out-of-scope items that required additional cost than what was assumed under the approved contract.

AMENDED SCOPE OF WORK

NEW: Task 2.2.1 – Air Quality and Greenhouse Gas Emissions Modeling for Offsite Roadway Improvements

During the CEQA document drafting process, it was determined that proposed construction routes to be used by the project would require roadway improvements. Thus, EPD prepared an air quality and greenhouse gas emissions modeling analysis for the proposed roadway improvements.

Task 9 – Project Management

EPD is requesting additional project management budget, which includes 1 hour per week of project management, including attending the regularly scheduled biweekly meetings and providing support as needed. Per the professional service agreement submitted on May 7, 2022, the project management budget assumed one hour per week for the Project Manager for the anticipated project duration of six months (totaling $6,050). The agreement also stated that if the project extended beyond six months for reasons outside EPD's control, an additional project management budget would be required. An amendment to the project management budget was approved on July 27, 2023, which brought the total project management budget to $12,540 and assumed the project would be completed by Fall 2023. Given that the duration of the project has been extended beyond the original agreement and the amended agreement and is now anticipated to be complete in December 2024, EPD is requesting an additional budget totaling $11,400 to cover EPD's additional time for project management.

Task 2.6 – Biological Resources Survey

The Biological Resources Assessment prepared for the project determined that a Habitat Conservation Plan would need to be prepared in order to mitigate impacts to biological resources. As a result, EPD was asked by the City to perform due diligence for this effort which involved research and internal discussion with the City and biologist. Therefore, EPD is requesting an additional $647 to cover the cost related to due diligence for the Habitat Conservation Plan.

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Task 4 – Administrative Draft IS/MND

In late 2023, the project design underwent design and it was determined roadway improvements would be necessary to complete the project. These changes resulted in multiple rounds of review and revisions to the IS/MND, technical studies and graphics. Therefore, EPD is requesting an additional $4,500 to cover the cost of updates to the IS/MND, technical studies and graphics.

Task 5 – Public Draft IS/MND

EPD has exhausted the budget for the public draft IS/MND. EPD understands the project is undergoing changes and the IS/MND is not ready for public release. Therefore, changes could occur which may require additional work to the public draft IS. This task is assumed to take an additional 8 hours of work. EPD is requesting an additional $4,500 to cover the cost of the public review draft IS/MND.

Expenses

EPD originally estimated $2,000 to cover the cost of the preparation of mailing labels, envelopes and labor required to send notices associated with the public outreach component of the project. However, the cost of mailing exceeded EPD's assumption due to the high number of addresses within the mailing radius selected by the City, which led to the production of nearly 1,000 notices mailed in July 2023 for the community meeting. Expenses to date total $6,426.10 and we are requesting a contract amendment to reflect the expenses paid to date. Additionally, we are adding $3,600 to the estimated expenses budget to assist the city with public circulation of the MND which will include printing, noticing, certified mailings, etc.

Therefore, an additional $10,026 has been added to project expenses to capture additional costs related to mailing efforts associated with public outreach.

Contingency

EPD understands the project is undergoing design changes and the City is not ready to release the IS/MND until the roadway surveying and design is complete. As discussed with the project team, the final design may result in revisions to the IS/MND and technical studies (biological, cultural, air quality, greenhouse gas, and noise). EPD is requesting a contingency cost equivalent to 25 percent of the total contract amount to cover these revisions, if needed. Therefore, an additional $33,650 has been added to the project budget as contingency.

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CONTRACT SERVICES AGREEMENT

By and Between

CITY OF GLENDORA

and

EPD SOLUTIONS, INC.

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AGREEMENT FOR CONTRACT SERVICES BETWEEN THE CITY OF GLENDORA AND EPD SOLUTIONS, INC

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 24th day of May, 2022 by and between the City of Glendora, a California municipal corporation ("City") and EPD Solutions, Inc., a California Corporation ("Consultant"). City and Consultant may be referred to, individually or collectively, as "Party" or "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

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

C. Pursuant to the City of Glendora's Municipal Code, City has authority to enter into and execute this Agreement.

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

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1.2 Consultant's Proposal.

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

1.3 Compliance with Law.

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

1.4 California Labor Law.

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

(a) Public Work. The Parties acknowledge that some or all of the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Consultant shall post job site notices, as prescribed by regulation.

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

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

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

(e) Apprentices. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with

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these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Consultant and each of its subconsultants shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) Eight-Hour Work Day. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

(g) Penalties for Excess Hours. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

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

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

Consultant's Authorized Initials DS _____

Jeremy Krout, President

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

1.5 Licenses, Permits, Fees and Assessments.

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

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against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

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

1.7 Care of Work.

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

1.8 Further Responsibilities of Parties.

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

1.9 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other Consultants. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

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1.10 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **$86,020 (Eighty-six Thousand Twenty Dollars)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

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

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City

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warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). The City Manager may, at his/her sole discretion, extend the Term for one (1) additional one-year term by giving written notice of the same not later than sixty (60) calendar days prior to the expiration of the Term.

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ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

Jeremy Krout, President

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

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

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City

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a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

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

(c) Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

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

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

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

5.2 General Insurance Requirements.

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

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

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

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

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

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

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

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

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

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

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

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

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

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

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

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

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

5.3 Indemnification.

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

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

(b) Consultant will promptly pay any judgment rendered against 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 Consultant hereunder; and Consultant 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 Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to 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.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following

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completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

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

6.3 Ownership of Documents.

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

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

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to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

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

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7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure

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that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Glendora, 116 E. Foothill Blvd., Glendora, California 91741-3380, and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

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9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____ DS

Jeremy Krout, President

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) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:
City of Glendora, a municipal corporation

DocuSigned by:
Adam Raymond
A0EB4E5D056C43C...
Adam Raymond
City Manager
May 26, 2022 | 7:58 AM PDT

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

DocuSigned by:
William Wynder
9B096A23BACC45F...
William W. Wynder
City Attorney

CERTIFY AVAILABILITY OF FUNDS:

DocuSigned by:
Marie Ricci
A98B6D9025C448A...
Marie Ricci
Administrative Services Director/City Treasurer

ATTEST:

DocuSigned by:
Kathleen Sessman
2252A9E44BB943C...
Kathleen R. Sessman
City Clerk/Communications Director

CONTRACTOR:
EPD Solutions, Inc.

DocuSigned by:
Jeremy Krout
8E1A95F62095406...
Name: Jeremy Krout
Title: President & Secretary
Jeremy@epdsolutions.com
May 7, 2022 | 6:06 AM PDT

Address: 2355 Main Street, Suite 100, Irvine, CA, 92614

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

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2022 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2022 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

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EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following Services:

A. Task 1. Project Initiation, Project Description and AB 52

i. Task 1.1 Project Initiation, Project Description and AB 52

1. As a first step in project implementation, EPD will coordinate with City staff to establish roles and protocols to guide communication between staff and EPD. The purpose of this step is to establish and maintain credibility with the community and ensure the legal defensibility of the CEQA documentation. This step will occur within five working days of receiving a notice to proceed.

2. EPD will schedule a project initiation meeting with City staff to:

    a. Obtain background information on the project, project plans, additional existing relevant technical studies, and any other pertinent information;

    b. Discuss any updates to the technical studies are needed;

    c. Discuss the team's approach to the key issues and confirm project objectives;

    d. Identify data needs and other information needed for EPD to complete its scope of work; and

    e. Refine the project scope and environmental review schedule.

3. EPD will also review project plans and other project documentation and any relevant regulatory documents and studies to assist in understanding the framework within which the project is going to be implemented.

4. In this first task, EPD will review the project plans and site conditions for CEQA streamlining opportunities (available, for example, for certain infill developments) and exemption options. EPD will compare the project against the potential CEQA streamlining options and determine if additional information is needed. EPD will request additional information, as needed from the City to begin subsequent tasks. If streamlining or an exemption

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is suitable for the proposed project, EPD will prepare a letter describing the justification of the proposed finding. The letter will summarize the project, the site conditions, and explain why the streamlining or exemption applies. If there is no appropriate streamlining or exemption, EPD would proceed with Task 2.

5. On receipt of project design plans and existing studies, EPD will generate a detailed project description for use in technical study preparation and the CEQA document.

6. Also at this initial stage, EPD will assist the City in meeting Assembly Bill 52 (AB 52) requirements by drafting consultation letters and mailing to Tribal Representatives as determined by the City's AB 52 Tribal Consultation list and/or as provided by the NAHC. If requested, EPD can manage the responses. We have extensive experience in conducting tribal consultations, and as a value-added service, EPD will assist the City with organizing and facilitating any required tribal consultations.

B. Task 2. Technical Studies

i. Task 2.1. Level of Service and Vehicle Miles Traveled Screening Analysis

1. EPD will prepare an analysis of the potential trip generation during construction of the proposed water tank. The trip generation will be analyzed using an operational methodology and will estimate construction trips using construction operations data.

2. Level of Service Screening Memo

a. EPD will prepare a trip generation for the total project trips, applying a passenger car equivalent (PCE) factor to trucks associated with the construction of the project. The table will be presented in the form of a technical memorandum analyzing the project based on the City of Glendora's Circulation Element in the General Plan. The proposal includes one revision to the trip generation analysis.

3. Vehicle Miles Traveled Screening Memo

a. The City of Glendora adopted Vehicle Miles Traveled (VMT) guidelines on July 14, 2020. EPD will use these guidelines to conduct a screening analysis for the proposed project, which will be presented in a technical

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memorandum The proposal includes one revision to the VMT screening analysis.

ii. Task 2.2. Air Quality and Greenhouse Gas Emissions Analyses

1. Project construction data will be collected to calculate construction emissions of criteria air pollutants and greenhouse gas emissions using the current version of the California Emissions Estimator Model (CalEEMod). The proposed operation is not expected to change; therefore, no operational analysis is required. The analysis will require:

    a. Evaluate and quantify regional criteria pollutant and greenhouse gas emissions associated with demolition and construction activities for the proposed project utilizing the most recent CalEEMod Model. If significant emission levels are found to be created from construction activities, feasible mitigation will be developed and quantified.

    b. Evaluate local NOx, CO, PM-10, and PM-2.5 demolition and construction at the nearest sensitive receptors. The emissions will be compared against the SCAQMD Look-Up Tables and will follow the methodology described in Localized Significance Threshold Methodology, prepared by SCAQMD, July 2008.

iii. Task 2.3. Energy Analysis

1. An energy analysis will provide a CalEEMod-based quantitative analysis and discussion of project related energy use during construction.

iv. Task 2.4. Construction Noise and Vibration Analysis

1. A Construction Noise and Vibration Memorandum will be prepared, including the following:

    a. Describe The Existing Regulatory Framework. Applicable State, County, and local noise criteria for the project area will be identified. Noise standards, including General Plan noise policies and Noise Ordinances, will be discussed. A summary of the fundamentals of noise and vibration will be provided. Noise level standards for the proposed land uses will be identified.

    b. Assess Short-Term Construction Noise Impacts. Noise levels generated from project construction will be evaluated based on the equipment expected to be used, its distance to

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existing adjacent off-site uses, the length of a specific construction task, the equipment power type (gasoline or diesel engine), the load factor, and the percentage of time in use. The Federal Highway Administration (FHWA) recommended equipment noise emission levels will be used to describe construction noise levels in terms of maximum instantaneous noise levels (Lmax) and hourly equivalent continuous sound levels (Leq). Potential construction noise impacts will be assessed based on the City's Municipal Code.

c. Assess Short-term Construction Vibration Impacts. Vibration levels generated from project construction will be evaluated based on the equipment expected to be used and its distance to existing adjacent off- site structures. The FTA-recommended equipment vibration levels will be used to describe construction vibration levels in terms of the peak particle velocity (PPV, measured in inches per second [in/sec]) for potential building damage and vibration velocity decibels (VdB) for potential human annoyance. Potential construction vibration impacts will be assessed based on the sensitivity of the area directly adjacent to the project site and the FTA recommendations.

d. Identify Reduction Measures. If necessary, we will identify practical measures to address any potential short-term construction and vibration impacts to acceptable levels. Both an evaluation of the potential measures and a discussion of their effectiveness will be provided.

e. Memorandum Preparation and Response to Comments. We will complete the Construction Noise and Vibration Memorandum. This scope of work includes report revisions and responses to one round of review comments.

v. Task 2.5. Cultural and Paleontological Resources Assessment

1. Archaeological records searches must be ordered for the property from the South Central Coastal Information Center (SCCIC) at Cal State Fullerton and the Native American Heritage Commission (NAHC). The results of the records searches will identify previous studies and previously registered cultural resources within or near the property. The receipt of records searches from the SCCIC may be delayed due to COVID-19 restrictions. If necessary, the survey and report will be completed with a provision that the record searches will be forwarded to the CVWD upon receipt.

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2. The approximately five-acre project will be surveyed by a qualified archaeologist. Should any cultural resources be identified during the survey, subsequent significance evaluations may be required. Any additional efforts required will be presented in a subsequent proposal document.

3. A technical report will be prepared for use in the CEQA environmental review process. The archaeological report will provide the results of the previous studies, the updated record searches, data from field surveys, and NAHC consultation. For the purposes of this proposal, we will assume that the cultural resources report will be negative. If cultural resources, either historic or prehistoric, are identified on the property as a result of the records information or the field inspection, CEQA protocol will require that the resources be evaluated for significance and potential impacts analyzed. Significance testing will not be included in this proposal but will be discussed in a scope and budget addendum if needed.

vi. Task 2.6. Biological Resources Assessment

1. Prior to conducting a field survey, a literature review will be conducted to include, but not necessarily be limited to, a current California Natural Diversity Database (CNDDB)/California Native Plant Society (CNPS) search for records of sensitive biological resources in the project vicinity, USFWS Critical Habitat query, the USDA Web Soil Mapper, National Wetlands Inventory, and any other previous reports prepared for the project site or nearby project sites, if provided to our team. The overall literature review will extend to 3 miles surrounding the Project site. A table of the results and a map of sensitive resources in the project vicinity will be prepared.

2. Following the literature review, a field survey will be conducted by two qualified biologists. The survey area will include the project footprint plus a 500-foot buffer for sensitive biological resources. The general methodology of the field survey is to visually confirm the presence or absence of special-status species habitat, vernal pools, potentially jurisdictional waters, riparian/riverine habitat narrow endemic plant species habitats, and/or any other unique biological resources that could be affected within 500 feet of the project. Habitats will be characterized based on dominant plant species coverage, existing conditions, evidence of alteration/disturbance, and other variables, and will then be cross-referenced with the habitat requirements for the environmental elements that resulted from the literature review. Vegetation

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communities will be mapped within the project site according to plant species compositions, dominance levels, and locations on the project site; vegetation communities within the buffer will minimally be qualitatively described in the report, and all accessible areas within the 500-ft buffer will also be mapped for their vegetation communities. Onsite vegetation communities will be mapped following the Holland Classification System (1986) or other vegetation classification system as preferred by the lead agency, and all plant species nomenclature will follow that of the Jepson Manual (2012). GPS coordinates will be collected for all sensitive species found within or adjacent to the project footprint. Digital photographs will be collected in sufficient quantity to capture the existing conditions of the site as well as any notable biological resources. Potentially riverine/riparian habitats and jurisdictional waters will be assessed and generally described; a formal delineation is not included nor anticipated in this scope. Observed and/or detected plant and wildlife species and/or wildlife sign will be documented in the field notes of the biologist(s) to provide species lists for the report, and representative photographs will be collected and included in the report.

3. The biological assessment requires an accurate, easily decipherable CAD, GIS or KMZ file for usage in the field and to calculate project-related impacts, including all onsite and offsite areas of impact. This file must be provided by the City or the City's design consultants. Temporary and permanent impact areas must be clearly delineated in the files.

C. Task 3. Administrative Draft IS/MND

i. Task 3.1. Administrative Draft IS/MND

1. Once the project strategy has been developed and considered by the City, EPD will prepare an Administrative Draft Initial Study checklist to determine the appropriate CEQA documentation for the project. Our approach to all projects focuses on collaboration. Our research conducted as part of this task, in close collaboration with our technical team, will assure a comprehensive Draft Initial Study is conducted, and potential issues are identified upfront, as well as opportunities to avoid such issues through project design refinements. The Draft Initial Study will be based on the most current CEQA requirements and checklist per the State CEQA Guidelines, combined with any local amendments made by the City.

D. Task 4. Public Draft IS/MND

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i. Task 4.1. Public Draft IS/MND

1. EPD will initiate preparation of the Public Draft CEQA documentation, as applicable, upon completion of the Administrative Draft Initial Study and will prepare all notices and distribute copies of the document to public agencies per the CEQA Guidelines. During the preparation of the environmental documents, EPD will maintain regular communication with the City as lead agency as well as with any responsible agencies (e.g., Department of Fish and Wildlife). As part of the environmental documentation task, EPD will prescribe avoidance, minimization, and mitigation measures, as needed, that are effective while also being feasible. To expedite the process, we prepare a complete screen check document for review and comment, which is more efficient than submittal of selected sections on an incremental basis. Adequate time will be provided in the project schedule for the City's review of the screen check and final drafts. Additionally, EPD will prepare and distribute all required notices and mailings including, but not limited to, the Notice of Completion, Notice of Availability (for EIRs), and the Notice of Intent to Adopt a Negative Declaration, as necessary.

E. Task 5. Response to Comments and Final IS/MND

i. Task 5.1. Response to Comments and Final IS/MND

1. The public review period and response to comments are dependent on the level of CEQA document prepared. For example, an Addendum and an Exemption require no public review period, a Negative Declaration or MND require a 20- or 30-day review period (with the longer period required if State agencies are noticed through the State Clearinghouse), and an EIR requires a 45-day public review period. This proposal assumes an MND is the appropriate CEQA document. Following the close of the public comment period, if required, EPD will review any comments regarding the contents of the environmental document. A strategy meeting will be held with the City to discuss the comments, the City's preferred format for the responses, and to identify any information or data needs from City staff or the engineering team to address the comments. While not required by CEQA, agencies commonly choose to provide formal responses to comments received. EPD will prepare a draft Response to Comments document, coordinating with the City for assistance as necessary. If necessary, the draft environmental document will be revised to reflect any substantial changes made in Response to Comments. This scope of work assumes 40 hours of professional staff time for

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preparation of response to comments. If a substantial number of comments are received, EPD will inform the project team immediately if an addendum to this cost proposal is needed as a result of the public comments.

F. Task 6. Mitigation Monitoring and Reporting Program (MMRP)

i. Task 6.1. Mitigation Monitoring and Reporting Program (MMRP)

1. An MMRP will be prepared pursuant to Section 21081.6 of the Public Resources Code. It will be presented in standard City format and will identify the significant impacts that would result from the project, mitigation measures for each impact, the time at which each measure will need to be conducted, the entity responsible for implementing the mitigation measure, and the City department or other agency responsible for monitoring the mitigation effort and ensuring its success.

G. Task 7. Findings and Notice of Determination

i. Task 7.1. Findings and Notice of Determination

1. For adoption of CEQA documentation, EPD will prepare all necessary CEQA findings. A strategy meeting will be held with the City to discuss the findings, the City's preferred format for the findings, and to identify any information or data needs from City staff to address in the findings.

2. Upon the City approval of the environmental document, EPD will coordinate filing of the Notice of Determination (NOD). Please note the California Fish and Wildlife (CDFW) fees are not included as part of this cost proposal. The 2022 CDFW environmental document filing fees are $2,548.00 for a MND and it is anticipated that the City will provide a check for EPD to file with the County Recorder. EPD will attempt to receive a No Effect Determination (NED) from CDFW, and if granted, the environmental document filing fee will be waived if the project will have no effect on fish and wildlife.

H. Task 8. Hearings

i. Task 8.1. Hearings

1. EPD will attend two hearings to respond to any questions from the approving authority on the CEQA document, including technical studies. If requested, EPD will prepare a PowerPoint presentation related to the environmental review process and results.

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I. Task 9. Project Management

i. Task 9.9 Project Management

1. The project manager's role is to ensure the adequate exchange of information for the duration of the project, from project initiation to public hearing. This includes notifying City staff of issues as they are encountered and working judiciously to resolve them. The Project Manager will maintain the project schedule, oversee the budget, and coordinate with City staff, subconsultants, and stakeholders.

2. EPD's focus on effective communication is also the hallmark of its approach to addressing the City's objectives and project requirements. Prior to initiating work, the Project Manager prepares a Microsoft Project schedule showing key milestones and the start/end dates for each activity leading up to the milestone. This is critical for tasks requiring long lead times (e.g., preparation of technical studies and Native American consultations) and for seasonal surveys (e.g., biological surveys).

3. With the project schedule in hand, the project manager then develops a projected breakdown of required hours per staff member, per week for the duration of the project. This action early in the project helps ensure that staff members are neither underutilized nor overutilized each week, and that an appropriate amount of time is allocated to each task to ensure high quality work products are completed on schedule. A cloud-based time and expense tracking system is utilized that allows for a real-time review of each project's budget status. By comparing actual and proposed project costs, project managers are able to quickly identify any areas of concern and take corrective action to avoid budget overages.

4. EPD staff will meet with City staff, as needed, and our Project Manager or other key personnel associated with specific disciplines will also be available to attend various meetings with affected jurisdictions and agencies. EPD will attend meetings with City staff and project applicants, scoping meetings, and/or public hearings to provide explanation of the CEQA process and answer questions related to the scope of the environmental documentation.

5. EPD will also work in close collaboration with the City to distribute the environmental document, circulate public notices, and meet the filing requirements of the level of CEQA document prepared. EPD will be responsible for printing and distributing the

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environmental document and preparing the necessary forms, and will file them with Los Angeles County Clerk and the State Clearinghouse. A California Department of Fish and Wildlife fee is due at this time; if the fee check is not provided by the City, EPD will pay it as a reimbursable expense.

6. The project management budget assumes one hour per week for the Project Manager for the anticipated duration of five months. If the project extends beyond five months for reasons outside EPD's control, an additional project management budget will be required.

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

A. Task 1

i. Project description for use in technical study preparation and the CEQA document.

ii. Draft consultation letters and mailing to Tribal Representatives

B. Task 2

i. Technical studies as described in Scope of Service

C. Task 3

i. Administrative Draft Initial Study

D. Task 4

i. Public Draft CEQA documentation

E. Task 5

i. Draft Response to Comments document

F. Task 6

i. Mitigation Monitoring and Reporting Program (MMRP)

G. Task 7

i. Prepare all necessary CEQA findings

H. Task 8

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i. Attend two hearings to respond to any questions from the approving authority on the CEQA document, including technical studies

ii. Prepare a PowerPoint presentation related to the environmental review process and results.

I. Task 9

i. Project schedule updated as needed over the course of the project

ii. Monthly Progress Reports and Invoices

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

IV. Consultant will utilize the following personnel to accomplish the Services:

A. Konnie Dobreva, JD, Project Director

B. Rafik Albert, Vice President of Planning

C. Meghan Macias, Director of Transportation Planning

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EXHIBIT "B"

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

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

The following sentence is hereby added to Section 5.3(c) of the Agreement:

"It is intended by the parties to this Agreement that Consultant services in connection with this Project shall not subject Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with the Project or this Agreement, or any Addenda. Therefore, and notwithstanding anything to the contrary contained herein, City agrees that as Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, a California corporation or its incorporated sub-consultant(s), and not against any of Consultant's or its sub-consultant(s) individual employees, officers or directors."

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EXHIBIT "C"

SCHEDULE OF COMPENSATION

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

TASK DESCRIPTION	TOTAL COST
Task 1	
Task 1.1: Project Initiation and Project Description	$ 4,120.00
SUBTOTAL Task 1	**$ 4,120.00**
Task 2	
Task 2.1: Construction Trip Generation Analysis	$ 2,800.00
Task 2.2: Air Quality and Greenhouse Gas Emissions Analyses	$ 5,180.00
Task 2.3: Energy Analysis	$ 2,800.00
Task 2.4: Construction Noise and Vibration Analysis	$ 6,310.00
Task 2.5: Cultural and Paleontological Resources Assessment	$ 6,940.00
Task 2.6: Biological Resources Assessment	$ 8,230.00
SUBTOTAL Task 2	**$ 32,260.00**
Task 3	
Task 3.1: Administrative Draft IS/MND	$ 17,820.00
SUBTOTAL Task 3	**$ 17,820.00**
Task 4	
Task 4.1: Public Draft IS/MND	$ 6,840.00
SUBTOTAL Task 4	**$ 6,840.00**
Task 5:	
Task 5.1: Responses to Comments and Final IS/MND	$ 8,270.00
SUBTOTAL Task 5	**$ 8,270.00**
Task 6:	
Task 6.1: Mitigation Monitoring and Reporting Program	$ 2,460.00
SUBTOTAL Task 6	**$ 2,460.00**
Task 7:	
Task 7.1: Findings	$ 3,140.00
SUBTOTAL Task 7	**$ 3,140.00**
Task 8:	
Task 8.1: Hearing	$ 3,560.00

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SUBTOTAL Task 8	**$**	**3,560.00**
Task 9:		
Task 9.1: Project Management	$	6,050.00
SUBTOTAL Task 9	**$**	**6,050.00**
Expenses		
Expenses Budget	$	1,500.00
SUBTOTAL Expenses	**$**	**1,500.00**
GRAND TOTAL (Not-to-exceed)	**$**	**86,020.00**

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.9.

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

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

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

VI. The Consultant's billing rates for all personnel are attached as Exhibit C-1.

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EXHIBIT "D"

SCHEDULE OF PERFORMANCE

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

	Description	Days to Perform	Deadline Date
A.	**All Tasks**	6 months	6 months from City's issuance of a notice to proceed

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

STAFF REPORT

TO:	**Mayor and Council Members**	**DATE:**	**March 24, 2026**
FROM:	**Community Development**	**DISTRICT(S):**	**Citywide**

SUBJECT: Amendment No. 1 to the Agreement for Contract Services with JMDIAZ, Inc. for Engineering and Land Development Services

---

RECOMMENDATION

That the City Council:

1. Approve Amendment No. 1 ("Amendment") to the Contract Services Agreement (the "Agreement") with JMDiaz, Inc. ("JMD") extending the contract term by one year and increasing the compensation due to JMD under the Agreement by $349,000 to a total amount of $570,000; and
2. Authorize the City Manager to execute the Amendment.

STRATEGIC FOCUS AREAS

Not applicable.

EXECUTIVE SUMMARY

As part of the 2022-23 budget, the City created the position of Principal Engineer – Land Development. This position is assigned to the Community Development Department. The Land Development Division is one of the City functions that reviews private development applications and issues certain construction-related permits.

Multiple recruitment efforts have not produced a qualified candidate for the position. Additionally, the volume of plan review and permitting activity is exceeding the hours and budget set forth in the Agreement with JMD. Development activity is expected to continue at the current rate at least through the 2026 calendar year. The purpose of the Amendment with JMD is to continue their provision of on-call professional and engineering services for land development. The Amendment will extend the Agreement by one year to June 24, 2027, and increase the contract amount from $221,000 to $570,000.

LEGISLATIVE HISTORY / PREVIOUS ACTIONS

In 2022, the City Council authorized the creation of a Principal Engineer – Land Development to lead and coordinate associated engineering review and issuance of permits for new development and construction on private property. The position is currently unfilled.

JMD has provided engineering and land development services since 2023. In June 2025, the City Council approved the current Agreement with JMD. The Agreement will expire in June 2026. Section 3.4 of the Agreement states that the City Manager may extend the term for one year.

DISCUSSION

Engineering is a division within the Public Works Department. The division's responsibilities include capital projects such as water, street, parks and other infrastructure planning and maintenance - all within the public realm. The Land Development division issues permits and reviews plans related to private land development. Land development involves the issuance of permits and review of commercial and residential development applications - this function resides in the Community and Economic Development Department to ensure all private development/entitlements exist under the purview of one director. The land development function issues permits for grading, ensures compliance with storm water regulations, processes subdivision maps, and ensures that adequate infrastructure is in place to support development. Land Development services are provided by a combination of in-house staff and a contract with a private engineering firm.

Land Development is one of the three divisions that comprise the development services function. The other divisions are Planning and Building. During the entitlement phase of a development application, Land Development works closely with Planning to determine feasibility, identify necessary public improvements, and write development conditions of approval. During the construction phase, Land Development processes Final Tract Map applications, issues construction permits for grading, public improvement plans, Storm Water Pollution Prevention Plans (SWPP), conducts construction inspections, and provides other permit related support.

The Agreement with JMD provides professional engineering staff for an anticipated 20 hours per week over one year. The JMD engineering staff coordinate land development applications. City staff and other engineering consultants perform administrative tracking and routine engineering duties, and projects that are not directly related to land development applications. Due to an increase in development related activity, JMD land development staff are working more hours than anticipated in the Agreement.

Development activity, particularly housing development, is greater than normal. Typical development activity anticipates two to three larger housing development in the pre-development phase and/or under construction, whereas there are currently 15 housing development applications in some phase of development. The developments range from 12 to 186 housing units. The table below lists the total number of housing units in process and phase of development.

Development Phase	**Units**
Under Construction	123
Construction Plan Review	188
Entitlement Review	194
Conceptual Review	225

Considering this workload, JMD has increased hours and staff to support the development process. The proposed Amendment is designed to cover the cost of the additional work through June 24, 2027. Because the position is a part of development services function, the work is directly related to fee generated activity associated with the land entitlement and permitting process. Total development and construction related fees generated by the Community Development and Public Works Departments is approximately at $1.5 million for the 2025-26 fiscal year.

FISCAL IMPACT

The Community Development Department has staffing vacancies in Fiscal Year 2025-26 to cover General Fund (101) impact. This position also generates revenue for the Department and the City reviews on an annual basis the staffing and contract impact to the Master Schedule of Fees. Year two of the contract in Fiscal Year 2026-27 will also be funded from anticipated salary savings from the vacant Land Development Principal Engineer and other positions within the Community and Economic Development Department budget.

ENVIRONMENTAL DETERMINATION

The proposed Amendment is exempt under the “common sense” exemption, pursuant to CEQA Guidelines Section 15061(b)(3), which provides that CEQA applies only to projects which have the potential for causing a significant effect on the environment. The Agreement and the Amendment is limited to on-call professional services.

Prepared By:	Jeff Kugel, Community Development Director
Concurs With:	Not Applicable
Reviewed By:	Jeff Kugel, Community Development Director
Certified to Availability of Funds:	Kyle Johnson, Finance Director/City Treasurer
Approved By:	Adam Raymond, City Manager
Legal Review:	Danny Aleshire, City Attorney
CEQA Review:	Not Applicable

Attachments

A_Amendment_No_1.pdf
B_JMDiaz_Contract.pdf

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AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT NO. 1 TO AGREEMENT FOR CONTRACT SERVICES ("Amendment") is made by and between the **CITY OF GLENDORA**, a California general law city ("City") and **JMDIAZ, INC.,** a California corporation ("Consultant") effective as of the _____ day of _____, 2026.

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services, dated June 24, 2025 ("Agreement") whereby Consultant agreed to provide certain on-call engineering and land development services. Initial capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

B. City and Consultant now desire to amend the Agreement to increase the Contract Sum from $221,000 to $570,000 and extend the Term for an additional one (1) year period.

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein. Deleted text is indicated in ~~strikethrough~~ and added text in ***bold italics***.

> 2.1 Contract Sum. Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by reference. The total compensation, including reimbursement for actual expenses, shall not exceed ~~Two Hundred Twenty One Thousand Dollars ($221,000)~~ ***Five Hundred Seventy Thousand Dollars ($570,000)*** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9.
>
> 3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect util completion of the services but not exceeding ~~one (1) year~~ ***two (2) years*** from the date hereon ("Term"), except as otherwise provided in the Schedule of Performance (as shown on Exhibit "D" attached hereto).

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, the provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

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Consultant represents and warrants to City that, as of the date of this Amendment City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

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

6. **Counterparts**. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. Each of the parties intend to be bound by the signatures on any telecopied, .pdf or other electronically delivered document, and are aware that the other party will rely on the telecopied, .pdf or other electronically delivered signatures, and hereby waive any defenses to the enforcement of the terms of this Amendment based on the form of signature.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

CITY:
City of Glendora, a municipal corporation

Adam Raymond
City Manager

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

DocuSigned by:
Danny Aleshire
0D5924B7E6ED4A5...
Danny Aleshire
City Attorney

CERTIFY AVAILABILITY OF FUNDS:

DocuSigned by:
Kyle Johnson
CACE701662584A4...
Kyle Johnson
Finance Director/City Treasurer

ATTEST:

Kathleen R. Sessman
City Clerk/Communications Director

CONSULTANT:
JMDIAZ, INC., a California corporation

DocuSigned by:
Juan M. Diaz
D7CA0B4D64FC4B2...
Name: Juan M. Diaz
Title: President/CEO
Email Address: jmdiaz@jmdiaz.com
Feb 27, 2026 | 5:05 AM EST

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer.

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AGREEMENT FOR CONTRACT SERVICES

By and Between

CITY OF GLENDORA

and

JMDIAZ, INC.

Docusign Envelope ID: D1734E2C-781F-42F2-A757-28F77A14285A

AGREEMENT FOR CONTRACT SERVICES BETWEEN THE CITY OF GLENDORA AND JMDIAZ, INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 24th day of June, 2025 by and between the City of Glendora, a California municipal corporation ("City") and JMDiaz, Inc., a California corporation ("Consultant"). City and Consultant may be referred to, individually or collectively, as "Party" or "Parties."

RECITALS

A. City seeks certain professional engineering and planning services as defined and described particularly in Article 1 and Exhibit "A" of this Agreement.

B. Consultant, following submission of a proposal, dated April 14, 2025 ("Proposal") for the performance of the services defined and described herein, was selected by the City to perform such services.

C. Pursuant to the City of Glendora's Municipal Code, City has authority to enter into and execute this Agreement.

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

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

1.3 Compliance with Law.

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

1.4 California Labor Law.

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

(a) Public Work. The Parties acknowledge that some or all of the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Consultant shall post job site notices, as prescribed by regulation.

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

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

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

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

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and each of its subconsultants shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) Eight-Hour Work Day. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

(g) Penalties for Excess Hours. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

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

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

Consultant's Authorized Initials DS JMD

Juan M. Diaz, President/CEO

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

1.5 Licenses, Permits, Fees and Assessments.

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

1.6 Familiarity with Work.

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

1.7 Care of Work.

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

1.8 Further Responsibilities of Parties.

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

1.9 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer (as defined below) to the Consultant, incorporating therein any adjustment in (i) the Contract Sum (or a portion of the compensation due to Consultant) for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $50,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other Consultants. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.10 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

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2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Two Hundred Twenty One Thousand Dollars** (**$221,000**) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

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

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

2.5 Waiver.

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

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ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof ("Term"), except as otherwise provided in the Schedule of Performance (as shown on Exhibit "D" attached hereto).

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

Juan M. Diaz, President/CEO

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the Term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

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

4.4 Independent Consultant.

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

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved

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transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its sole cost and expense during the Term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

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

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

(c) Professional Liability (errors & omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

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

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

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

5.2 General Insurance Requirements.

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

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

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

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

(e) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

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

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

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

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

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

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

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

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

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

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

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

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

5.3 Indemnification.

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

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

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(b) Consultant 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 Consultant hereunder; and Consultant 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 Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to 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; and

(d) Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

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decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

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

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant, as determined by the Contract Officer. The cure period may run concurrently with the termination period as provided in Section 7.7, if the option to cure in the alternative to termination. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or

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remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

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

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorneys' fees on any appeal, and in addition a Party entitled to attorneys' 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.

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ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Glendora, 116 E. Foothill Blvd., Glendora, California 91741-3380, and

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in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

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

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. Each of the parties intend to be bound by the signatures on any telecopied, .pdf or other electronically delivered document, and are aware that the other party will rely on the telecopied, .pdf or other electronically delivered signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money,

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

Consultant's Authorized Initials _____ DS JMD

Juan M. Diaz, President/CEO

9.7 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) that entering into this Agreement does not violate any provision of any other agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

CITY:
CITY OF GLENDORA, a municipal corporation

Signed by:
Adam Raymond
A0FB455D056C43C...
Adam Raymond
City Manager
Jun 25, 2025 | 8:15 AM PDT

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

DocuSigned by:
Danny Aleshire
0D5924B7E6ED4A5...
Danny Aleshire
City Attorney

CERTIFY AVAILABILITY OF FUNDS:

DocuSigned by:
Kyle Johnson
CACE701662584A4...
Kyle Johnson
Finance Director/City Treasurer

ATTEST:

Signed by:
Roxanne Breceda for kS
67C74B10362F486...
Kathleen R. Sessman
City Clerk/Communications Director

CONSULTANT:
JMDIAZ, INC., a California corporation

DocuSigned by:
Juan M. Diaz
D7CA0B4D64FC4B2...
Name: Juan M. Diaz
Title: President/CEO/Chief Financial Officer
Email: jmdiaz@jmdiaz.com
Jun 13, 2025 | 5:25 PM EDT

Address: 18645 E. Gale Avenue, Suite 212
Industry, CA 91748

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer.

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EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant shall perform the following professional services on an on-call basis, in support of the City's Community Development Department and the duties of the City's Civil Engineer (Land Development), among other City personnel. Such services shall include part-time staffing to assist the City's Community Development Department and Land Development Engineering Division.

- In coordination with City Staff, supervise and participate in the review of plans; evaluate compliance with laws, ordinances and acceptable engineering standards, and recommend corrections or improvements; review legal descriptions and deeds for easements and rights-of-way.

- Work with City departments and division staff to identify and prioritize needs; formulate cost estimates and develop implementation strategies.

- Review and recommend approval of plans and specifications, designs, cost estimates, environmental documents, reports, and studies for land development related projects.

- Monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures.

- Assess and monitor workload, support system and internal reporting.

- Identify opportunities for improvement and reviews with the Community Development Director and City Engineer.

- Prepare and evaluate requests for proposals.

- Review plans of consulting/engineering firms performing work for the City and evaluate their performance.

- Provide technical assistance to other divisions and departments and City personnel.

- Assist with the development of the City's Land Development Division budget.

- Participate on a variety of boards and commissions; attend and participate in professional group meetings.

- Attend and make presentations to City Council, boards, committees and commissions.

- Assist City staff with handling difficult and sensitive inquiries and complaints, recommending and implementing corrective action, responding to public inquiries and complaints.

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- Assist with the compilation and analyzing of statistical data used to prepare technical reports relating to land development projects and programs.

- Assist with the supervision of Land Development staff; participate in the screening and selection of division staff; train and evaluate employees; initiate and carry out appropriate disciplinary actions.

- Coordinate review of traffic engineering reports with the City consultant traffic engineer.

- Assist with the preparation of reports required by federal, State and County agencies.

- Coordinate land development projects with other City departments and divisions and outside agencies.

- Assist and participate in the selection of professional consultants to assist with the design and/or construction inspection of selected projects.

- Review plans and designs.

- Confer with applicants and contractors regarding land development projects.

- Review and process plans for land development projects to ensure compliance with established contracts, City codes, and other applicable requirements.

- Assist with the determination of and enforcement of applicable codes, regulations, and requirements for assigned projects.

- Review and process plans for subdivisions, lot line adjustments, lot mergers, and certificates of compliance; review and interpret easements.

- Coordinate and provide oversight for geotechnical review process.

- Oversee the activity of professional engineering consultants.

- Assist with providing customer service and general assistance to land developers, architects, engineers, third party consultants, property owners, and the general public related to land development projects.

- Assist with answering questions about City construction projects, permit issuance procedures, and land development activities.

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

A. Check-in call/meeting every week with the Community Development Director.

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

IV. Consultant will utilize the following personnel to accomplish the services:

a. Algis J. Marciuska, MBA, PE
b. Deepak Solanki
c. Henry Completo
d. Luis Castañeda
e. Gabriel Macias
f. Rafael Rincon
g. Jasmine Felix

Others as approved by the Contract Officer

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EXHIBIT "B"

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

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

N/A

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EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the services set forth herein at the following rates:

	STAFF	HOURLY RATE
A.	**Algis Marciuska**	**$211**
B.	**Deepak Solanki**	**$127**
C.	**Luis Castañeda**	**$163**
D.	**Henry Completo**	**$121**
E.	**Gabriel Macias**	**$84**
F.	**Rafael Rincon**	**$91**
G.	**Jasmine Felix**	**$76**

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.9.

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

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the services.

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

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EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services timely in accordance with the requirements of the Contract Officer, or otherwise as required by City Staff.

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

STAFF REPORT

TO:	**Mayor and Council Members**	**DATE:**	**March 24, 2026**
FROM:	**Community Development**	**DISTRICT(S):**	**Citywide**
SUBJECT:	**Consider Amendment No. 4 to the Contract Services Agreement with CSG Consultants, Inc. for Building Plan Review and Inspection Services for an additional one-year term and an amount not to exceed $1,810,000**		

RECOMMENDATION
That the City Council:

1. Approve Amendment No. 4 to the Contract Services Agreement with CSG Consultants, Inc., extending the contract term by one year and increasing the contract amount by $425,000, a new not-to-exceed total of $1,810,000; and
2. Authorize the City Manager to execute the agreement.

STRATEGIC FOCUS AREAS
Not applicable.

EXECUTIVE SUMMARY
The Building Division is responsible for reviewing construction plans, issuing building permits, and conducting inspections to ensure compliance with applicable building codes and regulations. To maintain service levels and timely permit processing, the City contracts with CSG Consultants, Inc. (CSG) for as-needed building plan review and inspection services.

The original agreement with CSG was approved on July 13, 2021, with a not-to-exceed amount of $500,000 . Subsequent amendments increased the contract amount and extended the term as follows:

- Amendment No. 1 increased the contract amount to $750,000 and extended the term to three years ;
- Amendment No. 2 increased the contract amount to $1,000,000 and extended the term to four years ;
- Amendment No. 3 increased the contract amount to $1,385,000 and extended the term to five years .

Amendment No. 4 would extend the agreement for an additional one-year period, through June 2027, and increase the contract amount by $425,000, for a new not-to-exceed total of $1,810,000.

LEGISLATIVE HISTORY / PREVIOUS ACTIONS

- July 13, 2021 — City Council approved a two-year Contract Services Agreement with CSG Consultants, Inc. for as-needed building plan review and inspection services.
- July 11, 2023 — Council approved Amendment No. 1, increasing the contract amount to $750,000 and extending the term.
- August 27, 2024 — Council approved Amendment No. 2, increasing the contract amount to $1,000,000 and extending the term.

- June 24, 2025 — Council approved Amendment No. 3, increasing the contract amount to $1,385,000 and extending the term through June 2026 .

DISCUSSION

Since 2014, the Building Division has utilized CSG Consultants, Inc. to provide supplemental building plan review and inspection services. During this period, the Division has also worked with other firms offering similar services, allowing for comparison of service quality, responsiveness, and cost. Based on that experience, CSG has proven to be a reliable provider with a strong understanding of the City's review processes, inspection standards, and operational expectations.

The proposed one-year extension would continue plan review services through June 2027 and provide building inspection services on an as-needed basis to maintain consistent service levels.

FISCAL IMPACT

This amendment increases the contract amount by $425,000. Sufficient appropriations in the amount of $350,000 are included in Year Two of the FY 2025-27 Adopted Two-Year Budget under account 10160410-59100 (Building Division, Contract Services). The remainder, approximately $75,000, in inspection service costs is anticipated to be funded through salary savings based on existing staffing vacancies. The cost of the contract plan review services is fully offset by fees collected at the time of plan submission.

ENVIRONMENTAL DETERMINATION

There is no CEQA impact associated with the recommendations in this report.

Prepared By:	David Collett, Building Official
Concurs With:	Not Applicable
Reviewed By:	Jeff Kugel, Community Development Director
Certified to Availability of Funds:	Kyle Johnson, Finance Director/City Treasurer
Approved By:	Adam Raymond, City Manager
Legal Review:	Danny Aleshire, City Attorney
CEQA Review:	Not Applicable

Attachments

A_Amendment_No_4.pdf
B_Amendment_No_3.pdf
C_Amendment_No_2.pdf
D_Amendment_No_1.pdf
E_Original_Agreement.pdf
F_PowerPoint_Presentation.pdf

Docusign Envelope ID: 9351FB42-C2E5-85C9-81DB-261A1237177F

AMENDMENT NO. 4

TO CONTRACT SERVICES AGREEMENT

THIS AMENDMENT NO. 4 TO THE CONTRACT SERVICES AGREEMENT ("Amendment") is made by and between the **CITY OF GLENDORA** ("City") and **CSG CONSULTANTS, INC.**, a California corporation ("Consultant") effective as of the _____ day of _____, 2026.

RECITALS

A. City and Consultant entered into that certain Contract Services Agreement, dated July 13, 2021, which was subsequently amended pursuant to that certain Amendment No. 1, dated July 11, 2023, and that certain Amendment No. 2, dated August 27, 2024, and that certain Amendment No. 3, dated June 24, 2025 (collectively, the "Agreement"), whereby Consultant agreed to provide plan review and building inspection services.

B. City and Consultant now desire to amend the Agreement to increase the Contract Sum and extend the Term of the Agreement.

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein. Deleted text is indicated in ~~strikethrough~~ and added text in ***bold italics***.

a. "2.1 Contract Sum. Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Fee Schedule" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ~~$1,385,000 (One Million Three Hundred Eighty-Five Thousand Dollars)~~ **$1,810,000 (One Million Eight Hundred Ten Thousand Dollars** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9."

b. "3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ~~five (5)~~ ***six (6)*** calendar years from the date hereof."

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, the provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Docusign Envelope ID: 9351FB42-C2E5-85C9-81DB-261A1237177F

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

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

6. **Counterparts**. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. Each of the parties intend to be bound by the signatures on any telecopied, .pdf or other electronically delivered document, and are aware that the other party will rely on the telecopied, .pdf or other electronically delivered signatures, and hereby waive any defenses to the enforcement of the terms of this Amendment based on the form of signature.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

Docusign Envelope ID: 9351FB42-C2E5-85C9-81DB-261A1237177F

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

CITY:
City of Glendora, a municipal corporation

Adam Raymond
City Manager

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

DocuSigned by:
Danny Aleshire
0D5924B7E6ED4A5...
Danny Aleshire
City Attorney

CERTIFY AVAILABILITY OF FUNDS:

DocuSigned by:
Kyle Johnson
CACE701662584A4...
Kyle Johnson
Finance Director/City Treasurer

ATTEST:

Kathleen R. Sessman
City Clerk/Communications Director

CONSULTANT:
CSG CONSULTANTS, INC.

DocuSigned by:
Cyrus Kianpour
7AC12FF2224A4B2...
Name: Cyrus Kianpour
Title: President
Email Address: cyrus@csgengr.com
Mar 9, 2026 | 10:23 AM PDT

Signed by:
Nourdin Khayata
D9E17E22B4A242C...
Name: Nourdin Khayata
Title: Secretary
Email Address: nourdin@csgengr.com
Mar 4, 2026 | 1:57 PM PST

Address:550 Pilgrim Drive, Foster City, CA 94404

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer.

Docusign Envelope ID: 42C32F85-9E36-4FAC-B55A-F355567F88D8

AMENDMENT NO. 3

TO CONTRACT SERVICES AGREEMENT

THIS THIRD AMENDMENT TO CONTRACT SERVICES AGREEMENT ("Amendment") by and between the **CITY OF GLENDORA**, a general law city & municipal corporation ("City"), and **CSG CONSULTANTS, INC.,** a California corporation ("Consultant"), is effective as of the 24th day of June, 2025.

RECITALS

A. City and Consultant entered into that certain Contract Services Agreement, dated July 13, 2021, which was subsequently amended pursuant to that certain Amendment No. 1, dated July 11, 2023, and that certain Amendment No. 2, dated August 27, 2024 (collectively, the "Agreement"), whereby Consultant agreed to provide plan review and building inspection services. Initially capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

B. City and Consultant now desire to amend the Agreement to increase the Contract Sum and extend the Term of the Agreement.

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein. Deleted text is indicated in ~~strikethrough~~ and added text in ***bold italics***.

> "2.1 Contract Sum. Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ~~**$1,000,000 (One Million Dollars)**~~ ***$1,385,000 (One Million Three Hundred Eighty-Five Thousand Dollars)*** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9."
>
> "3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ~~four (4)~~ ***five (5)*** calendar years from the date hereof."

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, the provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been

Docusign Envelope ID: 42C32F85-9E36-4FAC-B55A-F355567F88D8

no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

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

6. **Counterparts**. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. Each of the parties intend to be bound by the signatures on any telecopied, .pdf or other electronically delivered document, and are aware that the other party will rely on the telecopied, .pdf or other electronically delivered signatures, and hereby waive any defenses to the enforcement of the terms of this Amendment based on the form of signature.

[SIGNATURES ON FOLLOWING PAGE]

Docusign Envelope ID: 42C32F85-9E36-4FAC-B55A-F355567F88D8

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

CITY:
City of Glendora, a municipal corporation

Signed by:
Adam Raymond
A0FB4F5D056C43C...
Adam Raymond
City Manager
Jun 25, 2025 | 8:13 AM PDT

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

DocuSigned by:
Danny Aleshire
0D5924B7E6ED4A5...
Danny Aleshire
City Attorney

CERTIFY AVAILABILITY OF FUNDS:

DocuSigned by:
Kyle Johnson
CACE701662584A4...
Kyle Johnson
Finance Director/City Treasurer

ATTEST:

Signed by:
Roxanne Breceda for kS
67C74B10362F486...
Kathleen R. Sessman
City Clerk/Communications Director

CONSULTANT:
CSG CONSULTANTS, INC.

DocuSigned by:
Cyrus Kianpour
7AC12FE2224A4B2...
Name: Cyrus Kianpour
Title: President
Email Address: cyrus@csgengr.com
Jun 18, 2025 | 8:56 AM PDT

Signed by:
Nourdin Khayata
D9E17532B4A242C...
Name: Nourdin Khayata
Title: Secretary
Email Address: nourdin@csgengr.com
Jun 18, 2025 | 9:45 AM PDT

Address:
550 Pilgrim Drive, Foster City, CA 94404

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

Docusign Envelope ID: 571EABC3-3AF0-4983-8549-4E31A9403417

AMENDMENT NO. 2

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 2") by and between the **CITY OF GLENDORA**, a general law city & municipal corporation ("City"), and **CSG CONSULTANTS, INC.**, a California corporation ("Consultant"), is effective as of the 27th day of August 2024.

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services, dated July 13th, 2021, which was subsequently amended pursuant to that certain Amendment No. 1 to Agreement for Contractual Services, dated July 11, 2023 (as so amended, the "Agreement"), whereby Consultant agreed to provide plan review and building inspection services.

B. City and Consultant now desire to amend the Agreement to increase the contract amount and extend the contract date.

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein. Deleted text is indicated in ~~strikethrough~~ and added text in ***bold italics***.

> "2.1 Contract Sum Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ~~**$750,000 (Seven Hundred Fifty Thousand dollars)**~~ **$1,000,000 (One Million Dollars)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9.
>
> "3.4 Term Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ~~three (3)~~ ***four (4)*** calendar years from the date hereof.

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 2, the provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 2 to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Docusign Envelope ID: 571EABC3-3AF0-4983-8549-4E31A9403417

Consultant represents and warrants to City that, as of the date of this Amendment No. 2, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 2, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

5. **Authority**. The persons executing this Amendment No. 2 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 No. 2 on behalf of said party, (iii) by so executing this Amendment No. 2, such party is formally bound to the provisions of this Amendment No. 2, and (iv) the entering into this Amendment No. 2 does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

Docusign Envelope ID: 571EABC3-3AF0-4983-8549-4E31A9403417

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 on the date and year first-above written.

CITY:
City of Glendora, a municipal corporation

Signed by:
Adam Raymond
A0FB4F5D056C43C...
Adam Raymond
City Manager
Sep 3, 2024 | 2:25 PM PDT

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

DocuSigned by:
Danny Aleshire
0D5924B7E6ED4A5...
Danny Aleshire
City Attorney

CERTIFY AVAILABILITY OF FUNDS:

DocuSigned by:
Kyle Johnson
CACE701662584A4...
Kyle Johnson
Finance Director/City Treasurer

ATTEST:

Signed by:
Kathleen Sessman
2252A9E44BB943C...
Kathleen R. Sessman
City Clerk/Communications Director

CONSULTANT:
CSG CONSULTANTS, INC.

DocuSigned by:
Cyrus Kianpour
7AC12FF2224A4B7...
Name: Cyrus Kianpour
Title: President
Email Address: cyrus@csgengr.com
Aug 13, 2024 | 4:19 PM PDT

Signed by:
C1A23D3837FC46A...
Name: Khoa Duong
Title: Vice President, Building Department
Email Address: khoa@csgengr.com
Aug 12, 2024 | 6:46 AM PDT
Address: 550 Pilgrim Drive, Foster City, CA 94404

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer.

Electronic Record and Signature Disclosure

DocuSign

Certificate Of Completion

Envelope Id: 571EABC33AF0498385494E31A9403417
Status: Completed
Subject: For Your Signature: Amendment No. 2 - CSG Consultants 08.27.2024
Source Envelope:
Document Pages: 3
Signatures: 6
Certificate Pages: 6
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Desiree Valdivia
116 E Foothill Blvd
Glendora, CA 91741
dvaldivia@cityofglendora.org
IP Address: 173.196.201.130

Record Tracking

Status: Original
8/9/2024 4:11:17 PM

Holder: Desiree Valdivia
dvaldivia@cityofglendora.org

Location: DocuSign

Signer Events	Signature	Timestamp
Cyrus Kianpour cyrus@csgengr.com President CSG Consultants Inc. Security Level: Email, Account Authentication (None)	DocuSigned by: Cyrus Kianpour 7AC12FF2224A4B2... Signature Adoption: Pre-selected Style Using IP Address: 107.1.231.154	Sent: 8/9/2024 4:15:12 PM Viewed: 8/11/2024 5:05:43 PM Signed: 8/13/2024 4:19:30 PM
Electronic Record and Signature Disclosure: Accepted: 8/11/2024 5:05:42 PM ID: a9446de9-b641-4d48-a3fa-fa95383faf1e		
Khoa Duong khoa@csgengr.com Security Level: Email, Account Authentication (None)	Signed by: C1A23D3837FC46A... Signature Adoption: Drawn on Device Using IP Address: 166.199.151.113 Signed using mobile	Sent: 8/9/2024 4:15:12 PM Viewed: 8/9/2024 5:59:30 PM Signed: 8/12/2024 6:46:21 AM
Electronic Record and Signature Disclosure: Accepted: 8/9/2024 5:59:30 PM ID: b3f25390-9eb9-4737-b73a-df949e5736f8		
Danny Aleshire danny.aleshire@awattorneys.com Security Level: Email, Account Authentication (None)	DocuSigned by: Danny Aleshire 0D5924B7E6ED4A5... Signature Adoption: Pre-selected Style Using IP Address: 50.112.162.3	Sent: 8/13/2024 4:19:31 PM Viewed: 8/13/2024 5:59:33 PM Signed: 8/13/2024 5:59:53 PM
Electronic Record and Signature Disclosure: Accepted: 2/9/2023 10:45:54 AM ID: 8f7b67a5-3822-4218-9d26-bc44a71d606a		
Kyle Johnson KJohnson@cityofglendora.org Security Level: Email, Account Authentication (None)	DocuSigned by: Kyle Johnson CACE701662584A4... Signature Adoption: Pre-selected Style Using IP Address: 173.196.201.130	Sent: 8/13/2024 4:19:31 PM Viewed: 8/14/2024 7:23:22 AM Signed: 8/14/2024 7:23:38 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 10/19/2021 1:19:54 PM ID: 73b3fefc-a9d4-4105-90e2-ec245dc0baa8		
Adam Raymond ARaymond@cityofglendora.org City Manager Adam Raymond Security Level: Email, Account Authentication (None)	Signed by: Adam Raymond A0FB4F5D056C43C... Signature Adoption: Pre-selected Style Using IP Address: 173.196.201.130	Sent: 9/3/2024 11:57:24 AM Viewed: 9/3/2024 2:25:27 PM Signed: 9/3/2024 2:25:34 PM
Electronic Record and Signature Disclosure: Accepted: 9/3/2024 2:25:27 PM ID: 5e6c949c-3c08-42e5-97f8-aaf40926a6f2		
Kathleen Sessman ksessman@cityofglendora.org City of Glendora Security Level: Email, Account Authentication (None)	Signed by: Kathleen Sessman 2252A9F44B69431... Signature Adoption: Pre-selected Style Using IP Address: 23.241.172.113 Signed using mobile	Sent: 9/3/2024 2:25:35 PM Viewed: 9/4/2024 3:55:51 PM Signed: 9/4/2024 3:56:03 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Desiree Valdivia dvaldivia@cityofglendora.org Office Coordinator City of Glendora Security Level: Email, Account Authentication (None)	VIEWED Using IP Address: 173.196.201.130	Sent: 8/14/2024 7:23:39 AM Viewed: 9/3/2024 11:57:23 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
City Clerk Group CityClerkGroup@cityofglendora.org Security Level: Email, Account Authentication (None)	VIEWED Using IP Address: 173.196.201.130	Sent: 9/4/2024 3:56:06 PM Viewed: 9/4/2024 3:57:55 PM
Electronic Record and Signature Disclosure: Accepted: 9/4/2024 3:57:54 PM ID: 6ea22ffc-99de-417d-bf71-78ee2cda07e1		

Carbon Copy Events	Status	Timestamp
Thomas Dang TDang@cityofglendora.org Security Level: Email, Account Authentication (None)	COPIED	Sent: 8/14/2024 7:23:40 AM Viewed: 8/14/2024 8:12:15 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
Thomas Dang TDang@cityofglendora.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 9/4/2024 3:56:06 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/9/2024 4:15:13 PM
Certified Delivered	Security Checked	9/4/2024 3:57:55 PM
Signing Complete	Security Checked	9/4/2024 3:56:03 PM
Completed	Security Checked	9/4/2024 3:57:55 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Glendora (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Glendora:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: smateer@cityofglendora.org

To advise City of Glendora of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at smateer@cityofglendora.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Glendora

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to smateer@cityofglendora.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Glendora

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to smateer@cityofglendora.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Glendora as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Glendora during the course of your relationship with City of Glendora.

DocuSign Envelope ID: 844A8FDE-1D24-463B-9929-4555D8A8BA4D

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACTUAL SERVICES ("Amendment No. 1") by and between the **CITY OF GLENDORA**, a general law city & municipal corporation ("City"), and **CSG CONSULTANTS, INC.,** a California corporation ("Consultant"), is effective as of the 11th day of July 2023.

RECITALS

A. City and Contractor entered into that certain Agreement for Contractual Services dated, July 13th, 2021 ("Agreement"), whereby Contractor agreed to provide plan review and building inspection services.

B. City and Contractor now desire to amend the Agreement to increase the contract amount and extend the contract date.

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein. Deleted text is indicated in ~~strikethrough~~ and added text in ***bold italics***.

> "2.1 Contract Sum Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ~~**$500,000 (five hundred thousand dollars)**~~ **$750,000 (Seven Hundred and Fifty Thousand Dollars)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9.
>
> "3.4 Term Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ~~two (2)~~ ***three (3) calendar*** years from the date hereof.

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 1, the provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 1 to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Contractor each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

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Contractor represents and warrants to City that, as of the date of this Amendment No. 1, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Contractor that, as of the date of this Amendment No. 1, Contractor is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

5. **Authority**. The persons executing this Amendment No. 1 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 No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment No. 1 does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:
City of Glendora, a municipal corporation

DocuSigned by:
Adam Raymond
A0EB4F5D056C43C...
Adam Raymond
City Manager
Jul 13, 2023 | 7:16 AM PDT

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

DocuSigned by:
William Wynder
9F096A23BACC45F...
William W. Wynder
City Attorney

CERTIFY AVAILABILITY OF FUNDS:

DocuSigned by:
Marie Ricci
A98B6D9025C448A...
Marie Ricci
Administrative Services Director/City Treasurer

ATTEST:

DocuSigned by:
Kathleen Sessman
2252A9F44B69431...
Kathleen R. Sessman
City Clerk/Communications Director

CONTRACTOR:
CSG CONSULTANTS, INC.

DocuSigned by:
Cyrus Kianpour
7AC12FF2224A4B2...
Name: Cyrus Kianpour
Title: President
Email Address: cyrus@csgengr.com
Jun 20, 2023 | 4:59 PM PDT

DocuSigned by:
C1A23D883FC46A...
Name: Khoa Duong
Title: Vice President, Building Department
Email Address: khoa@csgengr.com
Jun 20, 2023 | 4:54 PM PDT

Address: 550 Pilgrim Drive, Foster City, CA 94404

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

Electronic Record and Signature Disclosure

DocuSign

Certificate Of Completion

Envelope Id: 844A8FDE1D24463B99294555D8A8BA4D
Status: Completed
Subject: For Your Signature: Amendment No. 1 - CSG Consultant (07.11.2023)
Source Envelope:
Document Pages: 3
Signatures: 6
Certificate Pages: 6
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Desiree Valdivia
116 E Foothill Blvd
Glendora, CA 91741
dvaldivia@cityofglendora.org
IP Address: 173.196.201.130

Record Tracking

Status: Original
6/20/2023 3:20:08 PM
Holder: Desiree Valdivia
dvaldivia@cityofglendora.org
Location: DocuSign

Signer Events	Signature	Timestamp
Cyrus Kianpour cyrus@csgengr.com President CSG Consultants Inc. Security Level: Email, Account Authentication (None)	DocuSigned by: Cyrus Kianpour 7AC12FF2224A4B2... Signature Adoption: Pre-selected Style Using IP Address: 73.189.204.236	Sent: 6/20/2023 3:30:31 PM Viewed: 6/20/2023 4:27:44 PM Signed: 6/20/2023 4:59:29 PM
Electronic Record and Signature Disclosure: Accepted: 6/20/2023 4:27:44 PM ID: f5fce016-2cc3-47d2-8200-d8549328bb17		
Khoa Duong khoa@csgengr.com Security Level: Email, Account Authentication (None)	DocuSigned by: C1A23D3837FC46A... Signature Adoption: Drawn on Device Using IP Address: 166.196.75.52 Signed using mobile	Sent: 6/20/2023 3:30:32 PM Viewed: 6/20/2023 3:40:50 PM Signed: 6/20/2023 4:54:44 PM
Electronic Record and Signature Disclosure: Accepted: 6/20/2023 3:40:50 PM ID: 4f3a68f5-fe06-4b84-bea6-235b6dfb4f3e		
Marie Ricci MRicci@cityofglendora.org Administrative Services Director Security Level: Email, Account Authentication (None)	DocuSigned by: Marie Ricci A98B6D9025C448A... Signature Adoption: Pre-selected Style Using IP Address: 68.119.131.183 Signed using mobile	Sent: 6/20/2023 4:59:30 PM Viewed: 6/20/2023 7:24:20 PM Signed: 6/20/2023 7:24:29 PM
Electronic Record and Signature Disclosure: Accepted: 12/8/2021 11:11:16 AM ID: c60e1c11-b865-4863-9206-df74434421dd		
William Wynder WWynder@awattorneys.com Security Level: Email, Account Authentication (None)	DocuSigned by: William Wynder 9F096A23BACC45F... Signature Adoption: Pre-selected Style Using IP Address: 104.28.85.64 Signed using mobile	Sent: 6/20/2023 4:59:31 PM Viewed: 6/20/2023 5:01:18 PM Signed: 6/20/2023 5:01:42 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 6/20/2023 5:01:18 PM ID: 8f16d05f-836a-43c1-8c18-efdb90f44547		
Adam Raymond ARaymond@cityofglendora.org City Manager Security Level: Email, Account Authentication (None)	DocuSigned by: Adam Raymond A0FB4F5D056C43C... Signature Adoption: Pre-selected Style Using IP Address: 47.157.54.203 Signed using mobile	Sent: 7/13/2023 7:02:07 AM Viewed: 7/13/2023 7:16:01 AM Signed: 7/13/2023 7:16:12 AM
Electronic Record and Signature Disclosure: Accepted: 7/13/2023 7:16:01 AM ID: 2d0ff75b-eff0-4a4b-9b58-beea40dc3173		
Kathleen Sessman ksessman@cityofglendora.org City of Glendora Security Level: Email, Account Authentication (None)	DocuSigned by: Kathleen Sessman 2252A9F44B69431... Signature Adoption: Pre-selected Style Using IP Address: 173.196.201.130	Sent: 7/13/2023 7:16:13 AM Viewed: 7/13/2023 11:48:44 AM Signed: 7/13/2023 11:48:57 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Desiree Valdivia dvaldivia@cityofglendora.org Office Coordinator City of Glendora Security Level: Email, Account Authentication (None)	VIEWED Using IP Address: 173.196.201.130	Sent: 6/20/2023 7:24:31 PM Viewed: 7/13/2023 7:02:07 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
City Clerk Group CityClerkGroup@cityofglendora.org Security Level: Email, Account Authentication (None)	VIEWED Using IP Address: 174.195.199.10 Viewed using mobile	Sent: 7/13/2023 11:48:59 AM Viewed: 7/13/2023 4:31:33 PM
Electronic Record and Signature Disclosure: Accepted: 7/13/2023 4:31:33 PM ID: c7b776f5-d48e-4f6e-81b8-a4deb62350e6		

Carbon Copy Events	Status	Timestamp
George Perez GPerez@cityofglendora.org Security Level: Email, Account Authentication (None)	COPIED	Sent: 6/20/2023 7:24:30 PM Viewed: 6/21/2023 8:04:47 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
George Perez GPerez@cityofglendora.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 7/13/2023 11:48:59 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/20/2023 3:30:32 PM
Certified Delivered	Security Checked	7/13/2023 4:31:33 PM
Signing Complete	Security Checked	7/13/2023 11:48:57 AM
Completed	Security Checked	7/13/2023 4:31:33 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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CONTRACT SERVICES AGREEMENT

By and Between

CITY OF GLENDORA

and

CSG CONSULTANTS, INC.

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AGREEMENT FOR CONTRACT SERVICES BETWEEN THE CITY OF GLENDORA AND CSG CONSULTANTS, INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 13th day of July, 2021 by and between the City of Glendora, a California municipal corporation ("City") and CSG CONSULTANTS, INC, a California corporation ("Consultant"). City and Consultant may be referred to, individually or collectively, as "Party" or "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

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

C. Pursuant to the City of Glendora's Municipal Code, City has authority to enter into and execute this Agreement.

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

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1.2 Consultant's Proposal.

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

1.3 Compliance with Law.

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

1.4 California Labor Law.

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

(a) Public Work. The Parties acknowledge that some or all of the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Consultant shall post job site notices, as prescribed by regulation.

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

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

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

(e) Apprentices. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning

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the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Consultant and each of its subconsultants shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) Eight-Hour Work Day. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

(g) Penalties for Excess Hours. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

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

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

Consultant's Authorized Initials DS _____

Cyrus Kianpour
President

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

1.5 Licenses, Permits, Fees and Assessments.

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

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this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

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

1.7 Care of Work.

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

1.8 Further Responsibilities of Parties.

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

1.9 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other Consultants. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

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1.10 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **$500,000 (five hundred thousand Dollars**) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

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

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City

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warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

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

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ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

Cyrus Kianpour, President

Khoa Duong, Vice President

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

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

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

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

(c) Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

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

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

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

5.2 General Insurance Requirements.

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

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

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

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

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

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

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

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

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

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

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

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

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

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

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

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

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

5.3 Indemnification.

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

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

(b) Consultant will promptly pay any judgment rendered against 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 Consultant hereunder; and Consultant 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 Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to 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.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and

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

6.2 Reports.

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

6.3 Ownership of Documents.

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

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

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

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the

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event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

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8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Glendora, 116 E. Foothill Blvd., Glendora, California 91741-3380, and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and

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approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials DS CK

Cyrus Kianpour
President

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) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:
City of Glendora, a municipal corporation

DocuSigned by:
Adam Raymond
A0FB4E5D056C43C...
Adam Raymond
City Manager
July 21, 2021 | 4:57 PM PDT

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

DocuSigned by:
William W. Wynder
95096A23BACC455...
William W. Wynder
City Attorney

CERTIFY AVAILABILITY OF FUNDS:

DocuSigned by:
June Overholt
9B180E0AE8E94B9...
June Overholt
Administrative Services Director

ATTEST:

DocuSigned by:
Kathleen Sessman
2252A9F44B69431...
Kathleen R. Sessman
City Clerk/Communications Director
July 22, 2021 | 1:15 PM PDT

CONTRACTOR:
CSG CONSULTANTS, INC.

DocuSigned by:
Cyrus Kianpour
7AC12FF224A4B2...
Name: Cyrus Kianpour
Title: President
Email Address: cyrus@csgengr.com
July 21, 2021 | 3:03 PM PDT

DocuSigned by:
Khoa Duong
C1A23D8837EC46A...
Name: Khoa Duong
Title: Vice President, Building Department
Email Address: khoa@csgengr.com
Phone: (650) 522-2500
July 21, 2021 | 8:14 AM PDT

Address: 550 Pilgrim Drive
Foster City, CA 94404

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

DocuSign Envelope ID: 47247A56-9E64-432A-8948-B893F624168B

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following Services:

A. Provide plan review and building inspection services on an as-needed basis, not to exceed $500,000.

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EXHIBIT "B"

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

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

NONE

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EXHIBIT "C"

SCHEDULE OF COMPENSATION

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

CSG's rate structure which includes fees for personnel providing the proposed scope of work is provided in the table below. We will coordinate the pickup and return of all plans via CSG staff or a licensed courier service. This service is provided at no additional cost. CSG will mail an invoice at the beginning of every month for services rendered during the previous month.

RATE STRUCTURE FOR PERSONNEL AND SERVICES

REVIEW TYPE	PERCENTAGE-BASED FEE
Full Plan Check by Percentage	75% of City's Building Plan Check Fees
Structural, Mechanical, Electrical, or Plumbing Plan Review by Percentage	35% of City's Building Plan Check Fees or 75% of City's P/M/E/Plan Check Fees
PERSONNEL / REVIEW TYPE	**ALL INCLUSIVE HOURLY RATE**
Certified Plan Review / Building and Fire Life Safety Review	$100
Structural Plan Review / Structural Engineer	$130
Structural Plan Review / Professional Engineer	$120
Certified Commercial Building Inspector	$100
Certified Building Inspector	$90
CASp Consultation	$130
CASp Inspection	$130

All hourly rates include overhead costs including, but not limited to, salaries, benefits, Workers Compensation Insurance, office expenses, etc. Should the scope of work change or circumstances develop which necessitate special handling, we will notify the City prior to proceeding. On the contract anniversary date, CSG will initiate a rate increase based on the change in CPI for the applicable region. Overtime work will be billed at 1.5x the hourly rates indicated in the table above.

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.9.

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

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

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C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

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

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EXHIBIT "D"

SCHEDULE OF PERFORMANCE

NONE

AMENDMENT NO. 4 TO THE CONTRACT SERVICES AGREEMENT WITH CSG CONSULTANTS, INC. FOR BUILDING PLAN REVIEW AND INSPECTION SERVICES

COMMUNITY DEVELOPMENT

CITY COUNCIL

MARCH 24, 2026

DAVID COLLETT, BUILDING OFFICIAL

SUMMARY

- The Building Division contracts with CSG Consultants, Inc. for supplemental building plan review and inspection services.
- The original agreement was approved July 13, 2021, in the amount of $500,000. Subsequent amendments increased the total contract amount to $1,385,000 through June 2026.
- Amendment No. 4 would extend the agreement through June 2027 and add $425,000, for a new contract amount of $1,810,000.

DISCUSSION

- Since 2014, the Building Division has utilized CSG Consultants, Inc. to provide supplemental building plan review and inspection services.
- During this period, the Division has also worked with other firms providing similar services, allowing for comparison of service quality, responsiveness, and cost.
- CSG has demonstrated consistent performance, reliability, and a strong understanding of the City's review processes, inspection standards, and operational expectations.
- The proposed one-year extension would continue plan review services through June 2027 and provide building inspection services on an as-needed basis.

FISCAL IMPACT

- This amendment increases the contract amount by $425,000.
- Appropriations of $350,000 are included in year 2 of the FY2025-27 Two-Year Budget under account 10160410-59100.
- Approximately $75,000 in inspection service costs is expected to be funded through salary savings.
- The cost of the contract plan review services is fully offset by fees collected at the time of plan submission.

RECOMMENDATION

That the City Council:

1. Approve Amendment No. 4 to the Contract Services Agreement with CSG Consultants, Inc.; and
2. Authorize the City Manager to execute the agreement.

STAFF REPORT

TO:	**Mayor and Council Members**	**DATE:**	**March 24, 2026**
FROM:	**Public Works**	**DISTRICT(S):**	**3**

SUBJECT: **Consideration of a Construction Contract to Harbor Construction Coating & Restoration, Inc. for the Mary E. & Clement M. La Fetra Center Stairs Replacement Project in an amount not to exceed $234,600**

RECOMMENDATION

That the City Council:

1. Adopt a Categorical Exemption from the California Environmental Quality Act pursuant to Section 15301(d) of the California Code of Regulations (CEQA Guidelines);
2. Approve the Construction Contract with Harbor Coating Construction & Restoration Inc. for the Mary E. & Clement M. La Fetra Center Staircase Replacement Project, Plan No. 1387, in the amount of $234,600;
3. Authorize a contingency for necessary change orders in an amount not to exceed 10% ($23,460) of the total contract amount ($234,600) for a total authorization not to exceed $258,060; and
4. Authorize the City Manager or his designee to execute the Contract and approve change orders within the approved contingency amount, including minimal and/or non-substantive changes.

STRATEGIC FOCUS AREAS

Goal 3 - New + Revitalized Facilities

EXECUTIVE SUMMARY

This project includes demolishing the existing wooden stairway and associated concrete footings and constructing a new concrete and steel stairway at the Mary E. & Clement M. La Fetra Center (“La Fetra Center”), located at 333 E. Foothill Boulevard, Glendora, CA 91741. Replacing this staircase is essential to provide a safe and compliant second emergency exit, as required by Building and Safety, and to ensure the facility maintains adequate fire and life-safety protection.

Staff recommends awarding the contract for the La Fetra Center Staircase Replacement Project, Plan No. 1387, to Harbor Coating Construction & Restoration, Inc. in the amount of $234,600. Staff further recommends approving a 10 percent contingency of $23,460, for a total construction budget of $258,060, and authorizing staff to execute the agreement and any necessary change orders within the approved contingency.

LEGISLATIVE HISTORY / PREVIOUS ACTIONS

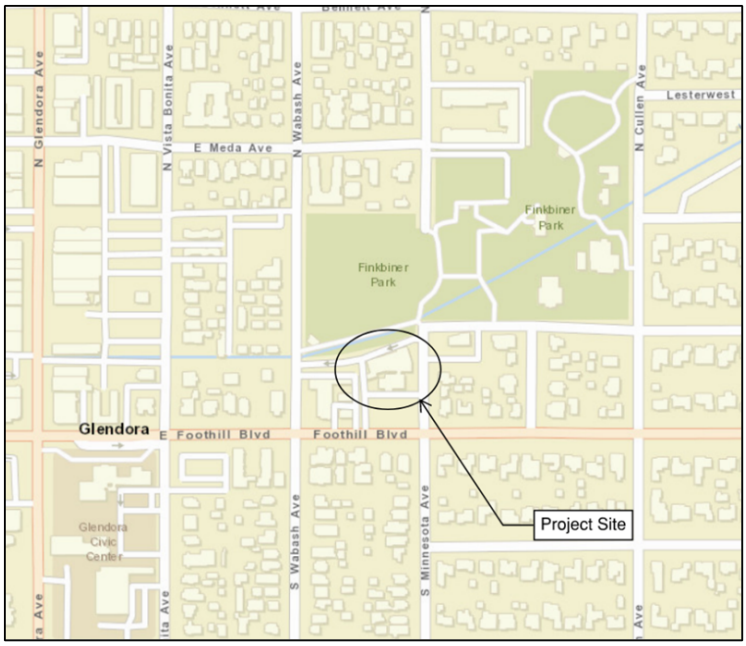
The La Fetra Center Improvement Project has been approved in the FY 2023-25 Capital Improvement Program in the amount of $384,265.

The Notice Inviting Bids (NIB) was posted on QuestCDN (RFP # 9981228) and was published in the San Gabriel Valley Examiner on December 11 and 18, 2025, and bids were opened on January 8, 2026. Three (3) prime contractors submitted bid proposals. The three (3) bids ranged from $234,600 to $483,000. Harbor Coating Construction & Restoration Inc. has been identified as the lowest responsive, responsible bidder with a bid amount of $234,600.

DISCUSSION

This project entails the demolition of the existing wooden stairs and associated concrete footings, and constructing new concrete & steel stairs at the La Fetra Senior Center. The staircase replacement project is critical to ensure compliance with the building code requirements to provide an emergency exit.

Below is a vicinity map of the project location.



The notice inviting bids on QuestCDN was published in the San Gabriel Valley Examiner on December 11 and 18, 2025, and bids were opened on January 8, 2026. Three (3) prime contractors submitted bid proposals. The three (3) bids ranged from $234,600 to $483,000. Harbor Coating Construction & Restoration Inc. has been identified as the lowest responsive, and responsible bidder with a bid amount of $234,600.

Bid Summary	
Contractor Name	**Bid Amount**
Harbor Coating and Restoration	$234,600.00
US Builders and Consultants, Inc.	$394,400.00
Marjani Builders, Inc.	$483,000.00

The contingency amount is included to address unforeseen conditions that may be encountered during demolition or construction. Construction is anticipated to begin following issuance of a Notice To Proceed and is expected to be completed within approximately 50 working days.

FISCAL IMPACT

The La Fetra Center Improvement Project is included in the FY 2025-27 Adopted Two-Year Budget Capital Improvement Program in the amount of $384,265. It is funded by the Capital Projects Fund (301), Project No. 5620102. The table below provides a breakdown of the costs.

	Budget	Estimated Cost	Difference
La Fetra Center Staircase Replacement Project, Project 5620102	**$384,265.00**		
Publication & Environmental		$460.00	
Construction Contract		$234,600.00	
Construction Contingency		$23,460.00	
Design Support (IDS Group)		$25,136.10	
Inspections & Construction Management (Future Services)		$25,000.00	
Estimated Total Expenditures		**$308,656.10**	
Budget Balance			**$75,608.90**

ENVIRONMENTAL DETERMINATION

The proposed Agreement with Harbor Coating Construction & Restoration Inc. qualifies for a Categorical Exemption under the CEQA Guidelines (Section 15301(d) of the California Code of Regulations), because the project consists of the repair, maintenance, and minor alteration of an existing public facility involving the replacement of an existing staircase at the La Fetra Center. The project does not involve expansion of the existing use.

Attached is the Notice of Categorical Exemption for Council for review and adoption.

Prepared By:	Maliha Ansari, Principal Civil Engineer
Concurs With:	Not Applicable
Reviewed By:	Moises Lopez, Assistant City Manager / Interim Public Works Director
Certified to Availability of Funds:	Kyle Johnson, Finance Director/City Treasurer
Approved By:	Adam Raymond, City Manager
Legal Review:	Danny Aleshire, City Attorney
CEQA Review:	Jeff Kugel, Community Development Director

Attachments

A_Notice_of_Exemption.pdf
B_Plan_Holder_List_1387.pdf
C_Bid_Summary_1387.pdf
D_Bid_Analysis_1387.pdf
E_Bid_Proposal_1387.pdf
F_Agreement.pdf

CITY OF GLENDORA

116 East Foothill Boulevard, Glendora, California 91741

NOTICE OF EXEMPTION

Project Title: La Fetra Center Stairs Replacement Project, Plan No. 1387

Project Location: La Fetra Center – 333 E. Foothill Blvd. Glendora, CA 91741.

Project Sponsor: City of Glendora

Mailing Address: 116 East Foothill Boulevard, Glendora, CA 91741

Project Description: The project entails the demolition of the existing wooden stairs and the construction of new concrete & steel stairs at the La Fetra Senior Center.

Surrounding Land Uses and Setting: The area is surrounded mostly by single-family residential housing and designated for Low/Medium Residential land uses.

The Planning Director recommends the following exempt status / findings:

- ☐ Ministerial (Sec. 15073)
- ☐ Declared Emergency (Sec. 15071(a))
- ☐ Emergency Project (Sec. 15071(b) and (c))
- ☒ Categorical Exemption
  - Type: Class 1 Existing Facilities
  - Section: 15301
- ☐ Statutory Exemption. Code Number: ____

Reasons why project is exempt: The project involves the repair or alteration of existing public structures/facilities. The project consists of replacing an existing staircase with a new staircase.

_____ Date: _____

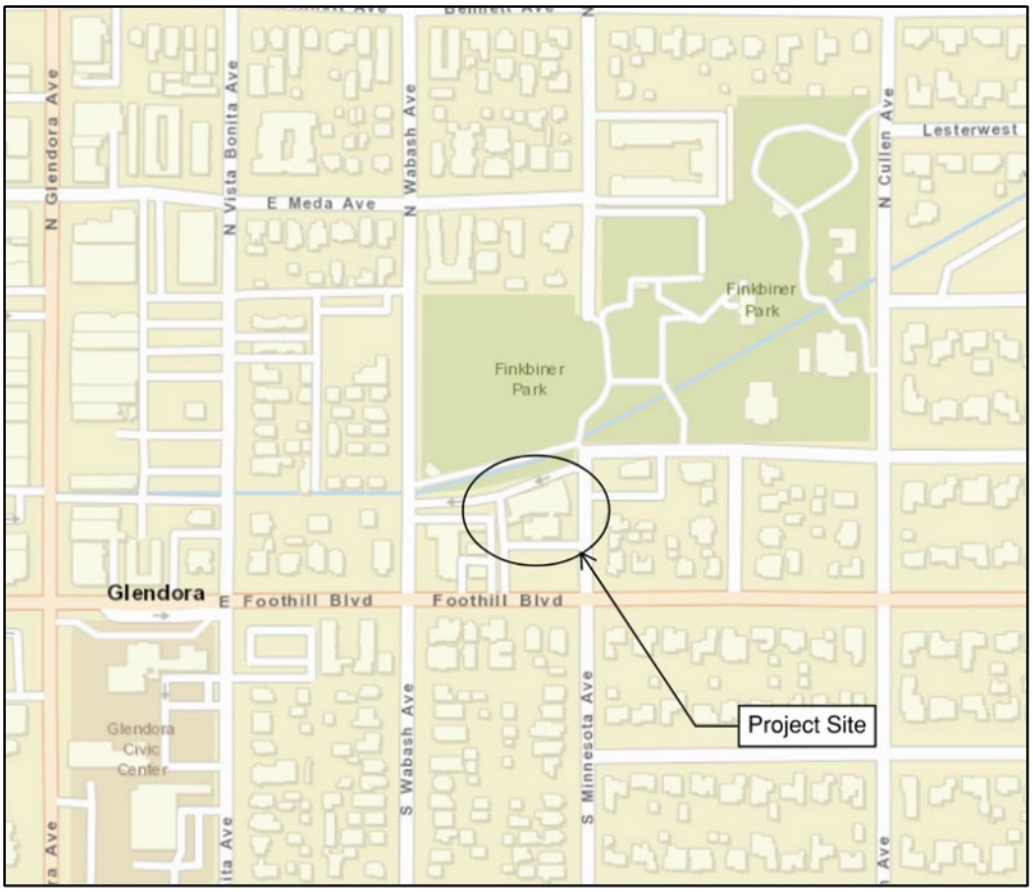
Jeff Kugel, Community Development Director

The above recommended exempt status and findings were adopted by the following body:

_____ on _____

_____ Date: _____

Maliha Ansari, Principal Civil Engineer



PROJECT VICINITY MAP

Plan Holder Report as of 01/21/2026 03:34 PM CST

La Fetra Center Staircase Replacement Project

Quest eBidDoc™ Number: 9981228

Closing Date: Thu, 01/08/2026 10:00 AM PST **Posting Type:** Construction Project **Owner Name:** Glendora CA, City of **Solicitor Name:** Glendora CA, City of **Contact:** Desiree Hernandez **Phone:** 626-914-8238 **Email:** dhernandez@cityofglendora.org

Company Name & Address	Contact Name/Email Address	Phone/Fax	Bus. Cert	Bus. Desig	Entry Date	Doc Type	Comments
BidAmerica 41085 Elm Street, Murrieta, CA-92562	Tom Davis planroom@bidamerica.com	951-837-0559		Plan Room	12/11/2025	eBidDoc	
Wright Construction Engineering Corp 2625 S Santa Fe Ave., San Marcos, CA-92069	Jason Merritt bids@wcec.net	760-599-3915 760-599-3920	SBE	Prime Bidder	12/11/2025	eBidDoc	
ConstructConnect 3825 Edwards Rd, Cincinnati, OH-45209	Eric Mills content@constructconnect.com	800-364-2059 866-570-8187		Plan Room	12/12/2025	eBidDoc	
Ambit Construction & Design, Inc., P. O. Box 812033, Los Angeles, CA-90018	Muhammad muhammad@ambitcd.com	323.786.8001	MBE	Prime Bidder	12/12/2025	eBidDoc	
5 Rivers Contractors 2601 Oak Grove St, Bakersfield, CA-93311	Gursher Bajwa fiveriverscontractors@gmail.com	5167571831		Prime Bidder	12/14/2025	eBidDoc	
US Builders and Consultants Inc 126 Desert Lotus, IRVINE, CA-92618	Tamer Awad Tamer@us-builders.com	7143178402	SBE	Prime Bidder	12/18/2025	eBidDoc	
UBD Inc 6707 Camellia Ave #205, North Hollywood, CA-91606	Yuri Ubeda ubdinc@yahoo.com	8184828014		Prime Bidder	12/18/2025	eBidDoc	
Leonida Builders Inc. 32023 Crown Valley Road, Acton, CA-93510	Panagiotis Leonida panikos@leonidabuilders.com	951-532-7717 951-566-4022	SBE	Prime Bidder	12/23/2025	eBidDoc	
ABNY General Engineering Inc. 1302 Indian Springs Dr, Glendora, CA-91741	Sam Wahba samwahba@abnyinc.com	626-586-2020		Prime Bidder	12/26/2025	eBidDoc	
Harbor Coating and Restoration 625 W Katella Ave #5, Orange, CA-92867	Mahmoud Merzi harborcoating@gmail.com	760-500-9264		Prime Bidder	12/27/2025	eBidDoc	
Newbuild Construction and Restoration Inc. 625 W. Katella Avenue Suite 27, Orange, CA-92867	Matt Maher newbuild27@gmail.com	714-912-4836		Subcontractor	12/30/2025	eBidDoc	
QuestCDN Internal Client Success Acct. 1325 Best Practice Way, Quest, MN-545345	ClientSuccess skahl@questcdn.com	952-278-3345		NOT BIDDING	01/02/2026	eBidDoc	
Perfection Painting Corp 38045 47th St East, Suite E #142, Palmdale, CA-93552	Antonia Marquez perfectionptgco@gmail.com	6612341905	SBE	Prime Bidder	01/02/2026	eBidDoc	
G2K Construction, Inc. 28348 Roadside Drive, Agoura Hills, CA-91301	Lito Fernandez contact@g2kconstruction.com	818-889-6046		Prime Bidder	01/05/2026	eBidDoc	
Marjani Builders Inc 854 Sunrise Rd, Mission Viejo, CA-92675	Ed Albadry ealbadry@marjanibuilders.com	949-5848411	SBE	Prime Bidder	01/08/2026	eBidDoc	

LA FETRA CENTER STAIRCASE REPLACEMENT PROJECT

PLAN NO. 1387

BID OPENING: JANUARY 8, 2026

SUMMARY OF BIDS

	CONTRACTORS	**BID AMOUNT**
1.	Harbor Coating and Restoration	$234,600.00
2.	US Builders and Consultants, Inc.	$394,400.00
3.	Marjani Builders, Inc.	$483,000.00

1. BID TABULATION

PROJECT NAME: La Fetra Center Staircase Replacement Project, Plan No 1387

BID TABULATION				ENGINEER'S ESTIMATE		Apparent Low Bidder 1		Apparent Low Bidder 2		Apparent Low Bidder 3		AVERAGE BID VALUES		LOWEST UNIT BID PRICE	HIGHEST UNIT BID PRICE
				ENGINEER'S ESTIMATE		Harbor Coating and Restoration		US Builders and Consultants, Inc.		Marjani Builders, Inc.					
	Bid Item and Description	Qty	Unit	*Unit Price*	Total Price	*Unit Price*	Total Price	*Unit Price*	Total Price	*Unit Price*	Total Price	*Unit Price*	Total Price		
1	Remove Wood Stairs & Railing	1	LS	$10,000.00	$10,000.00	$15,000.00	$15,000.00	$25,116.00	$25,116.00	$39,000.00	$39,000.00	*$26,372.00*	$26,372.00	*$15,000.00*	*$39,000.00*
2	Remove Walls at Top Landing	1	LS	$1,000.00	$1,000.00	$3,000.00	$3,000.00	$1,030.00	$1,030.00	$10,000.00	$10,000.00	*$4,676.67*	$4,676.67	*$1,030.00*	*$10,000.00*
3	Remove Wooden Posts & Footing	10	EA	$1,500.00	$15,000.00	$500.00	$5,000.00	$262.00	$2,620.00	$3,500.00	$35,000.00	*$1,881.00*	$18,810.00	*$262.00*	*$3,500.00*
4	Allowance for Cut, Patch & Repair	1	LS	$8,000.00	$8,000.00	$5,000.00	$5,000.00	$1,780.00	$1,780.00	$7,000.00	$7,000.00	*$4,593.33*	$4,593.33	*$1,780.00*	*$7,000.00*
5	Install Concrete Stairs	19	EA	$500.00	$9,500.00	$1,000.00	$19,000.00	$3,792.00	$72,048.00	$2,350.00	$44,650.00	*$2,380.67*	$45,232.67	*$1,000.00*	*$3,792.00*
6	Install Concrete Landing	110	SF	$50.00	$5,500.00	$200.00	$22,000.00	$205.00	$22,550.00	$350.00	$38,500.00	*$277.50*	$30,525.00	*$200.00*	*$350.00*
7	Install Concerte Footings	4	EA	$8,000.00	$32,000.00	$4,000.00	$16,000.00	$3,716.00	$14,864.00	$12,500.00	$50,000.00	*$6,738.67*	$26,954.67	*$3,716.00*	*$12,500.00*
8	Painted Guard Rail & Handrail	65	LF	$200.00	$13,000.00	$300.00	$19,500.00	$1,098.00	$71,370.00	$300.00	$19,500.00	*$699.00*	$45,435.00	*$300.00*	*$1,098.00*
9	Painted Structural Columns	4	EA	$3,500.00	$14,000.00	$1,000.00	$4,000.00	$26,798.00	$107,192.00	$2,500.00	$10,000.00	*$10,099.33*	$40,397.33	*$1,000.00*	*$26,798.00*
10	Misc Metals @ Stairs	1	LF	$5,000.00	$5,000.00	$60,000.00	$60,000.00	$35,730.00	$35,730.00	$132,000.00	$132,000.00	*$75,910.00*	$75,910.00	*$35,730.00*	#########
11	Wood Framed Walls	1	LS	$5,000.00	$5,000.00	$2,000.00	$2,000.00	$1,888.00	$1,888.00	$25,000.00	$25,000.00	*$9,629.33*	$9,629.33	*$1,888.00*	*$25,000.00*
12	Waterproof @ Landing	110	SF	$15.00	$1,650.00	$10.00	$1,100.00	$58.00	$6,380.00	$65.00	$7,150.00	*$44.33*	$4,876.67	*$10.00*	*$65.00*
13	Metal Wall Panels	80	SF	$55.00	$4,400.00	$500.00	$40,000.00	$74.00	$5,920.00	$200.00	$16,000.00	*$258.00*	$20,640.00	*$74.00*	*$500.00*
14	Sheet Metal Flashing	1	LS	$1,500.00	$1,500.00	$5,000.00	$5,000.00	$1,392.00	$1,392.00	$16,000.00	$16,000.00	*$7,464.00*	$7,464.00	*$1,392.00*	*$16,000.00*
15	Patch Roof and Walls (Allowance)	1	LS	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$6,776.00	$6,776.00	$16,700.00	$16,700.00	*$11,158.67*	$11,158.67	*$6,776.00*	*$16,700.00*
16	Allowance for Painting	1	LS	$5,000.00	$5,000.00	$8,000.00	$8,000.00	$17,744.00	$17,744.00	$16,500.00	$16,500.00	*$14,081.33*	$14,081.33	*$8,000.00*	*$17,744.00*
BID RANKING					**ENGINEER'S ESTIMATE**		**Apparent Low Bidder 1**		**Apparent Low Bidder 2**		**Apparent Low Bidder 3**				
TOTAL BASE BID AMOUNT CALCULATED BASED ON UNIT PRICES					**$140,550.00**		**$234,600.00**		**$394,400.00**		**$483,000.00**				
TOTAL BASE BID AMOUNT INDICATED BY BIDDER							**$234,600.00**		**$394,400.00**		**$483,000.00**				
CALCULATION CORRECTIONS TO BASE BID AMOUNT SUBMITTED BY CONTRACTOR BASED ON CALCULATED BID AMOUNT							**$0.00**		**$0.00**		**$0.00**				
IS THE BIDDER QUALIFIED BASED ON REFERENCE PROJECTS						YES		YES		YES					
SUBCONTRACTOR % AND AMOUNT SHOWN IN THE BID						0%	$0.00	0%	$0.00	0%	$0.00				
SUBCONTRACTORS															
						TOTAL	**$0.00**	**TOTAL**	**$0.00**	**TOTAL**	**$0.00**				

2. REVIEW OF APPARENT LOW BID

APPARENT LOW BID SUBMITTED BY:		Harbor Coating and Restoration			APPARENT LOW BID AMOUNT:	$234,600.00
ITEM REVIEWED/CHECKED		**REVIEW RESULT**	**BY**	**DATE**	**REMARKS**	
BID STAMPED AS RECEIVED PRIOR BID TIME:		YES	CITY CLERK	1/20/26		
BID BOND IN PROPER AMOUNT:		YES	RR	1/20/26		
ADDENDA ACKNOWLEDGEMENT:		N/A	RR	1/20/26		
ANY APPARENT DISCREPANCY IN THE SUBMITTAL:		NO	RR	1/20/26		
TOTAL BID PRICES CALCULATED CORRECTLY:		YES	RR	1/20/26		
SUBCONTRACTOR AMOUNT:		$0.00	RR	1/20/26		
MIN PRIME CONTRACTOR % REQUIREMENT FOR WORK PER SPECIFICATIONS:		50.00%	RR	1/20/26		
PRIME CONTRACTOR % CALCULATED PER BID SUBMITTAL (THIS % MUST BE EQUAL OR MORE THAN ABOVE %):		100.00%	RR	1/20/26		
BIDDER COMPLIES WITH MIN PRIME CONTRACTOR % REQUIREMENT:		YES	RR	1/20/26		
MAX ALLOWABLE SUBCONTRACTOR PERCENT PER SPECIFICATIONS:		50.00%	RR	1/20/26		
SUB CONTRACTOR % CALCULATED PER BID SUBMITTAL (THIS % MUST BE EQUAL OR LESS THAN ABOVE %):		0.00%	RR	1/20/26		
BIDDER COMPLIES WITH MAX. SUB CONTRACTOR % REQUIREMENT:		YES	RR	1/20/26		
PRIME CONTRACTOR LICENSE STATUS:	Harbor Coating and Restoration	473853	RR	1/20/26	Print-out from CLSB Web Page attached (http://www.cslb.ca.gov/)	
PRIME CONTRACTOR DIR REGISTRATION STATUS:	Harbor Coating and Restoration	2000000858	RR	1/20/26	Print-out from DIR Web Page attached (https://cadir.my.salesforce-sites.com/ContractorSearch?)	
PRIME CONTRACTOR DEBARMENT STATUS FROM STATE CONTRACTS:	Harbor Coating and Restoration	NOT ON STATE DEBARRED LIST	RR	1/20/26	Print-out from DIR Web Page attached (http://www.dir.ca.gov/dlse/debar.html)	
PRIME CONTRACTOR DEBARMENT STATUS FROM FEDERAL CONTRACTS:	Harbor Coating and Restoration	NOT ON FEDERAL DEBARRED LIST	RR	1/20/26	Print-out from SAM Web Page attached (https://www.sam.gov/SAM/)	
REFERENCE CHECK ACCEPTABLE:		NO	RR	1/20/26	See Reference Check	

3. REFERENCE CHECK OF APPARENT LOW BIDDER

Harbor Coating and Restoration

REFERENCE DATA FOR APPARENT LOW BIDDER					REFERENCE CHECK FOR APPARENT LOW BIDDER						CHECKED BY	DATE
					Answer "YES" if satisfied or "NO" if not satisfied							
REFERENCE PROJECT	OWNER	CONTACT & TELEPHONE	AMOUNT	DATE COMPLETED	DID THE CONTRACTOR DO QUALITY WORK	DID THE CONTRACTOR STAY ON SCHEDULE	DID THE CONTRACTOR ASK FOR UNNECESSARY CHANGE ORDERS	DID THE CONTRACTOR FILE CLAIMS AGAINST YOU	WILL YOU HIRE THE CONTRACTOR AGAIN	REMARKS		
Construction of and Resurfacing of Railroad Bridge Rails	City of Torrance	Leah Portman (310) 781-6900	$137,550.00	23-Nov	YES	YES	NO	NO	YES	E-mail sent on 1/21. Responded on 1/26 & commented: Harbor Coating was easy to work with, communicative, cooperative, and completed the project on time.	RR	1/26/2026
City Facilities Painting 2021-2022	City of Poway	Danielle McIntosh (858) 668-4729	$95,770.00	22-Oct	YES	YES	NO	NO	YES	Called and reference answered the questions on 1/23/26. No additional comments.	MP	1/23/2026
Glenneyre Parking Structure Rehabilitation	City of Laguna Beach	Alpha Santos (949) 497-0729	$1,454,600.00	24-Oct	YES	YES	NO	NO	YES	The Contractor recommemded aesthetic changes that the City approved. Work performed was for a staircase.	RR	1/27/2026
Demo and Rehabilitation of the Kitchen & Entrance Area (42 units)	LA County Development Authority	Janice Ellis (626) 586-1793	$530,575.89	22-Aug	N/A	N/A	N/A	N/A	N/A	Called & reached a busy line on 1/21/26 Called & reached a busy line on 1/23/26 Called & reached a busy line on 1/26/26	RR	1/26/2026

4. LOWEST RESPONSIVE BID	
LOWEST RESPONSIVE BID SUBMITTED BY:	**Harbor Coating and Restoration**
IN THE AMOUNT OF:	**$234,600.00**

CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 473853

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 1/29/2026 10:03:13 AM

Business Information

HARBOR COATING & RESTORATION
625 W KATELLA AVE #5
ORANGE, CA 92867
Business Phone Number:(760) 500-9264

Entity Sole Ownership
Issue Date 05/21/1985
Expire Date **06/30/2026**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- B - GENERAL BUILDING
- C33 - PAINTING AND DECORATING
- C-61 / D06 - CONCRETE RELATED SERVICES
- C-61 / D12 - SYNTHETIC PRODUCTS
- C-61 / D38 - SAND AND WATER BLASTING
- A - GENERAL ENGINEERING
- C10 - ELECTRICAL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with WESTERN SURETY COMPANY .
Bond Number: 63647606
Bond Amount: $25,000
Effective Date: 01/01/2023
Contractor's Bond History

Bond of Qualifying Individual

This license filed Bond of Qualifying Individual number **72363632** for MAHMOUD A ALAMAIRAH in the amount of **$25,000** with WESTERN SURETY COMPANY .
Effective Date: 01/01/2023
BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the GREAT AMERICAN ASSURANCE COMPANY

Policy Number:WCF44366700
Effective Date: 11/25/2025
Expire Date: 11/25/2026

Workers' Compensation History

Other

- Personnel listed on this license (current or disassociated) are listed on other licenses.

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2000000858 - Mahmoud Merzi

Customer Account Lookup

PWCR

2000000858

Contractor Status

DIR Approved

CSLB

473853

Business Phone

7605009264

Ext

Registration Start Date

2025-07-01

Legal Entity Name

Mahmoud Merzi

Doing Business As (DBA)

Harbor Coating & Restoration

Business Structure

-- None --

President

Mahmoud Merzi

Email

harborcoating@gmail.com

Registration End Date

2026-06-30

Crafts

TUNNEL/UNDERGROUND (OPERATING ENGINEER-HEAVY AND HIGHWAY WORK)
Laborer (Construction-Fence Erector-Housemover) (Engineering Construction) Painter
Carpenter Tile Setter/Finisher egergreg Marble Mason/Finisher
Laborer and Related Classifications
Parking and Highway Improvement (Striping, Slurry and Seal Coat Operations-Laborer)
Carpenter and Related Trades Carpet, Linoleum, Resilient Tile Layer Roofing
Asbestos and Lead Abatement (Laborer)t Drywall Installer/Lather (Carpenter) Electrician
Laborer and Related Classifications (Building Construction)
Parking and Highway Improvement Painter (Laborer) Cement Mason General Building
Drywall Installer/Lather/Finisher LABORER

Address

Mailing Address

625 West Katella Avenue#5

Mailing Address - City

orange

Mailing Address - State

CA

Mailing Address - Zip

92867

Mailing Address - Country

United States

Physical Address

Physical Address - City

Physical Address - State

Physical Address - Zip

Physical Address - Country

Related Lists

Registration Dates (2)

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DLSE Debarments

NOT ON STATE DEBARMENTS LIST

The following is a list of contractors barred from bidding on, accepting, or performing any public works contracts, either as a contractor or subcontractor. Please refer to the "Period of Debarment" for status of debarment period as noted below:

As part of your due diligence, we suggest that you also check:

- Contractor status at the Contractors State License Board (CSLB)
- The Federal debarment list at the Excluded Parties List System

Name of contractor	Period of debarment
MILES CONSTRUCTION GROUP, INC., a California Corporation; COLTON JAMES WHITE, an individual and in his capacity as Chief Executive Officer and Responsible Managing Employee of MILES CONSTRUCTION GROUP, INC. CSLB License Number: 976339.	**7/23/2025 through 7/23/2028** Decision 40-63204
UNIQUE CONSTRUCTION & DEVELOPMENT, INC.; CHONG GIL LEE, an individual and CEO of UNIQUE CONSTRUCTION & DEVELOPMENT, INC.; and JAMES LEE, an individual and CFO of UNIQUE CONSTRUCTION & DEVELOPMENT, INC. CSLB License Number: 830772.	**7/1/2025 through 7/1/2028** Decision 40-76516-977
MICHAEL FLOORING, INC.; BENNY MICHAEL CSLB License Number: 874947	**9/13/24 thr** Decision SC 7278 The debarment order is curr stayed by order of the Kern C

How can we help you today?

	Superior Court
TOBO CONSTRUCTION, INC.; JIMI WAN CHAE; MONICA SHIUN OH; KYUNG JIN YOON, CSLB License Number: 758012	**5/10/2023 through 5/10/2026** Decision SC 7250
G M Climate Control, Inc. CSLB License Number: 967267	**3/2/2023 through 9/2/2024** Decision 40-71536-603
MINAKO AMERICA CORPORATION DBA MINCO CONSTRUCTION; AND REFAAT HILMAY MINA, CSLB License Number: 612429	**9/27/2021 through 9/26/2022** Decision LB 6333
GRFCO, INC. DBA ONSITE KRUSHING; GARCIA JUAREZ CONSTRUCTION, INC.; GEORGE ROBERT FROST; AND JAMES CRAIG JACKSON CSLB License Number: 291013 and 84801	**5/21/2021 through 5/20/2024** Decision LB 6629
ECS CONTRACTORS, INC. dba ECS ELECTRIC, INC.; UMAR KHALID RANA, an indvidual and CEO/RMO of ECS CONTRACTORS, INC.; and KANWAL SAJJAD RANA, an indvidual and RMO of ECS CONTRACTORS, INC. CSLB License Number: 975222	**3/1/2020 through 3/1/2023** Decision LB 5590

Avi Shechter, Individually **DBA Avi Shechter** CSLB Number: 908891 and 1018353	**5/6/2019 through 5/5/2022** Decision LB 6328
Patrick Kim, Individually **DBA Ritecon Plumbing** CSLB Number: 991018	**8/21/2018 through 8/20/2019** Decision LB 6762
Bighorn Construction, Inc. CSLB Number: 597866	**5/5/2018 through 5/4/2021** Decision LB 6658
Doug Parks, Individually dba **Doug Parks and Son Plumbing** CSLB Number: 411825	**10/11/2017 through 10/10/2019** Decision SC 5807
Worthington Construction, Inc.; **Dale Worthington, an individual and CEO/RMO of Worthington Construction, Inc.; and,** **Holi Jeanne Worthington, an individual and Officer of Worthington Construction** CSLB Number: 714836	**6/15/2018 through 9/16/2019** Decision LB 5267
RMV Construction, Inc., A California Corporation; and Robert **Michael Vasil II a.k.a. Robert Michael Vasil a.k.a. Mike Vasil, an Individual and CEO/RMO President of RMV** **Construction, Inc.** CSLB Number: 892389	**4/1/2017 through 8/18/2018** Decision LB 5266

Gewargis Youkhanis Narso, an individual dba GEHVAC and Technologies, a sole proprietorship, And GEHVAC Co., a sole proprietorship CSLB Number: 899312 and 1013848	**2/1/2017 through 1/31/2020** Decision 40-48480-516
Joseph Brothers Enterprise, Inc.; Ken Joseph Individually and as CEO CSLB Number: 849169	**4/3/2018 through 10/3/2019** Decision SC 6390
Dave Cook Concrete Construction, Inc., and David William Cook 34231 Camino Capistrano #102 Capistrano Beach, CA 92624-1189 CSLB Number: 461897	**3/1/2017 through 2/29/2020** Decision LB 6207
Bannaoun Engineers Constructors Corporation; Omar Maloof, An Individual P.O. Box 16599 Beverly Hills, CA 90209-2599 CSLB Number: 827829	**05/12/17 through 05/11/20** Decision SC 5517
Evans Roofing Co., Inc. 2020 South Yale Street Santa Ana, CA 92706 CSLB Number: 610549	**10/31/16 through 10/30/19** Decision LB 6270
Guillermo Ibaibarriaga dba Sierra Nevada Stucco and 2K Roofing Sierra Nevada Stucco P.O. Box 8472 Reno, NV 89502 CSLB Number: 915812	**05/14/17 thro** Decision S

2K Roofing 820 Kuenzli Street Reno, NV 89502 CSLB Number: 954551	
Del Norte Construction, And Trinidad Manuel Canales, an Individual PO Box 5101 Oxnard, CA 93030 5020 Wooley Rd. Oxnard, CA 93030 CSLB Number: #945723	**6/01/16 through 5/31/17** Decision LB 5533
Diversified Building & Electric Company, Inc. 409 Tennant Station Morgan Hill, CA 95037 **Denis Andrew Maris**, Individually and Doing Business as **Diversified Electric Company** CSLB Number: #765312	**2/15/16 through 8/15/17** Decision SC 5714
Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729 **Rogelio Medina Vazquez.**, an individual and in his capacity as Responsible Managing Officer of **FAST DEMOLITION, INC.**	**4/1/44 through 3/31/47** Decision LB5742 **4/1/41 through 3/31/44** Decision LB5665 **4/1/36 thro[illegible]** Decision **4/1/33 thro** Decision **4/1/33 through 3/31/3[illegible]** Decision LB5739

	4/1/24 through 3/31/27 Decision LB5741 **4/1/30 through 3/31/33** Decision LB5743 **4/1/27 through 3/31/30** Decision LB5666 **4/1/21 through 3/31/24** Decision LB5667 **4/1/18 through 3/31/21** Decision LB5668 **4/01/15 through 3/31/18** Decision LB5345
Amerivet Plumbing, Inc.; Walter Edward Jacob Kuhlmann III, Individually And dba Amerivet Plumbing Services CSLB Number: #969048 and #919761	**8/6/15 through 8/5/18** Decision SC 5756
Ultimate Inc., And, Enrique Vera, an Individual PO Box 571117 Tarzana, CA 91356-1117 CSLB Number: #949229	**12/1/15 through 11/30/18** Decision LB 5655 & LBS659
Travioli Construction, Inc. PO Box 231 Visalia, CA 93274 CSLB Number: #936832	**9/11/15 through 3/10/17** Decision SC 5800

Integrity Sheet Metal, Inc. 319 McArthur Way Upland, CA 91786 CSLB #726770 **William Ben Hicks**, an individual; **Margaret Mary Hicks**, an individual	**2/01/15 through 1/31/18** Decision LB 5596
L A Builders, Inc., a California Corporation 15635 Saticoy Street, #H Van Nuys, CA 91406 CSLB #748591 **Alon Gamliel**, an individual	**2/01/15 through 1/31/18** Decision LB5 171
USA Wall Systems, Inc. 8309 Sunshine Lane Riverside, CA 92508 CSLB #929610 **Edward Eugene Brammer**, an individual and in his capacity as President/CEO/RMO	**4/01/15 through 3/31/18** Decision LB 5323
Daughter Construction **formerly dba Hy Carpentry Construction** 15407 Thornlake Avenue Norwalk, CA 90650 CSLB #979297 **Sharon Jin Yoo**, an individual; **Dae Hyun Yoo**, an individual and in his capacity as manager/supervisor for Sharon Jin Yoo and in his capacity as General Partner for HY Construction, a General Partnership.	**4/01/15 through 3/31/18** Decision LB 5466, LB5467, LB5468 & LB5520
RDA Construction, Inc. 1692 W. Bullard Ave.,	**12/15/14 through 12/14/16** Decision 40-40508-522 & 44-

Fresno, CA 93711 CSLB# 383306	40509-522
Titan Electrical Construction, Inc. Lucas Oliver Stickney, an individual Jamie Noel Furr, an individual 630 Natoma Street San Francisco, CA 94103 CSLB# 919516	**11/3/14 through 11/2/17** Decision SC 5539
Ramos Painting Carlos Ray Ramos, an individual P.O. Box 3871 Paso Robles, CA 93447 CSLB# 753575	**11/3/14 through 11/2/15** Decision SC 5518
Dick Emard Electric. dba Emard Electric Luke Richard Emard, an individual and RMO 5930 Key Court, Suite A Loomis, CA 95650 CSLB# 794007	**11/3/14 thorough 11/2/17** Decision SC 5521
Nixon Electric Gordon Fulton Nixon, an individual 5624 Faust Ave. Woodland Hills, CA 91367 CSLB# 796802	**8/1/14 through 7/31/17** Decision LB 4495
Neris General Contractors, a California Corporation Efren Neri, an individual Servando Neri, an individual Rebeca Neri, an individual Luis Abelardo Castro, an individual 6087 California Ave. Long Beach, CA 90805 CSLB# 797967	**2/28/14 through 2/27/17** Decision LB 4 LB45

Southland Construction Reza Mohammedi, an individual 3943 Irvine Blvd., #405, Irvine, CA 92602 CSLB# 663784 (expired)	**10/14/14 through 10/13/17** Decision SAC 5492
National Drywall Corporation, **A Dissolved California Corporation** 603 S. Milliken Avenue, Suite F Ontario, CA 91761 CSLB #834335 **Miguel Contreras, an Individual and** **Responsible Managing Officer/CEO/President** **Dora Maria Contreras, an Individual and** **Agent/Officer of the Corporation**	**8/4/14 through 8/3/17** Decision SAC 5506
Tadros & Youssef Construction, Inc. **Kamel Shaker Tadros & Makram Youssef Youssef,** **Individually** 1221 E 8th Street, Unit A, Upland, CA 91786 CSLB# 698182 (expired)	**5/10/14 through 5/9/17** Decision SAC 5308
Serenity Fire Protection 417 S. Associated Road, Brea, CA 92821 CSLB# 902927	**5/1/14 through 4/30/17** Decision LB 4202
Don Kelly Construction , Inc. **Don Kelly, Individual and Lisa Kelly, Individual** 171 Northview Ridge Lane, P.O. Box 10760, Bozeman, MT 59719	**3/25/14 through 3/24/17** Decision L
Aldan, Inc. P.O. Box 9428, Brea, CA 92822	**2/28/14 through 2/27/17** Decision LB5175

CSLB #949229	
Russell/Thompson, Inc. **James Jean Russell & Valery Alena Thompson, Individually** 4684 Oak Glen Dr., Redding, CA 96001 CSLB# 915036 (revoked)	**10/31/13 through 10/31/16** Decision SC 5309
Ayodejia A. Ogundare, Individual **Dba Pacific Engineering Company** 6310 Stewart Way, Bakersfield, CA 93308 CLSB#710322	**5/15/2013 through 5/15/2014** Decision SAC 1039
Wallcrete Industries, Inc.; Garit David Wallace and Amber Anderson, Individuals 400 Kansas, Redlands, CA 92373 CSLB#834220	**7/29/12 through 7/28/15** Decision SAC 5175
FEI Enterprises, Inc **Gabriel Fedida, Individual** 5749 Venice Blvd., Los Angeles, CA 90019 CSLB#659252	**6/14/12 through 6/13/15** Decision SC 5198
Jeffrey Alan Mott and Michelle Mott, individuals **Dda Integrity Landscape** 3756 Independence Avenue Sanger, CA 93637 CSLB#774222	**3/29/12 through 3/28/15** Decision SC 5160
Jensen Drywall & Stucco **Jeffrey E. Jensen** 3714 Lynda Place	**3/31/11 through 3/30/13** Decision SC 5095

National City, CA 91950-8121 CSB # 664168 Exp. 2/18/11 (expired)	
All West Construction, Inc. **Donald Kent Russell** 495 N. Marks Ave. Fresno, CA 93706 CSB # 592321 Exp. 4/3/12 (suspended)	**3/31/11 through 3/30/13** Decision se 5013
Country Builders, Inc. **Weldon Offill, individually** 5915 Graham Ct. Livermore, CA 94550 CSB # 699574 Exp. 11/30/12 (active)	**3/1/11 through 2/28/14** Decision SC 5053 Addendum SC 5053
Sutter Foam & Coating, Inc. 909 A. George Washington Yuba City, CA 95993 CSB # 732014 Exp. 1/31/09 (inactive) **David Alvin Trexler, an individual** 909 A. George Washington Yuba City, CA 95993 **Kenneth A. Trexler, an individual** 2603 Lago Lane Marysville, CA 95901	**7/1/10 through 6/30/13** Decision SAC 5012
Soo Dong Kim, an individual, **dba Soo Kim Electric Company** 16224 Ridgeview Lane La Mirada, CA 90638 CSB # 568103 Exp. 8/1/09 (inactive) **Hyo Nam Jung, an individual,** **dba Lucid Electric** 18621 Well Street	**4/19/10 through 4/18/13** Decision SAC 1064

Rowland Heights, CA 91748 CSB # 914692 Exp. 4/3/10	
Southwest Grading, **dba Southwest Grading Services, Inc.,** 22031 Waite Street Wildomar, CA 92595 **David Walter Cholewinski, an individual** 22031 Waite Street Wildomar, A 92595 29970 Technology Drive, Ste. 205 Murrieta, CA 92563 CSB #840416 Exp. 6/30/10	**3/18/10 through 3/17/13** Decision SAC 1058
S.J. Cimino Electric, Inc., a California corporation, 3267 Dutton Ave. Santa Rosa, CA 95404 **Salvatore Joseph Cimino, RMO, CEO and President of S.J. Cimino Electric, Inc. and sole owner of S.J. Cimino Electric, an individual** 5825 Heights Rd. Santa Rosa, CA 95401 CSB #343802 Exp. 2/28/10 CSB #294141 Exp. 9/30/13 (inactive)	**10/15/09 through 10/14/12** Decision SAC 1052
Cedar Development Corporation **Serghon Gabriel Afram, individually** 12477 Feather Dr Mira Loma, CA 91752 CSB # 839898 Exp. 6/30/10 (suspended)	**8/5/09 through 8/4/12** Decision SAC 1042
All Floors Commercial and Residential Flooring, Inc. **Salvador Elias Perea, individually** 750 E. McGlincy Lane, #103 Campbell, CA 95008 CSB #430969 Exp. 7/31/09	**5/14/09 thr** Decision S

1-AMD Construction, Inc.
Alberto Mordoki, individually
Mirella Mordoki, individually
5300 Beach Blvd., Suite 110-416
Buena Park, CA 90621
CSB #787533, revoked

3/16/09 through 3/15/12
Decision SAC1037

Updated: July 2025

An official website of the United States government Here's how you know

Revolutionary FAR Overhaul Impacts to SAM.gov Show Details
Aug 15, 2025

Records Retention Policy Impacts Old SAM Registration Data Show Details
May 21, 2025

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All Words e.g. 1606N020Q02

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Keyword Search

For more information on how to use our keyword search, visit our help guide

Simple Search | Search Editor

- Any Words
- All Words
- Exact Phrase

e.g. 123456789, Smith Corp

"harbor coating and restoration"

Classification

Classification

All

Excluded Individual

Excluded Entity

Federal Organizations

Exclusion Type

Exclusion Program

Location

Dates

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BID PROPOSAL

WORK IDENTIFICATION: **La Fetra Center Staircase Replacement Project, Plan No. 1387**

NAME OF BIDDER: Harbor coating and restoration

CA. CONTRACTOR'S LICENSE: 4738453 A B C33

No. Class Termination Date

PWC REGISTRATION (DIR) 2000000858 2/25/2027

No. City Expiration Date

1. Proposal

(a) Bidder has examined copies of all the Contract Documents, including without limitation the Agreement wherein each of the other Contract Documents is identified, and accepts all the terms and conditions thereof.

(b) Bidder proposes and agrees, if this bid is accepted, to enter into an agreement with City in the form included in the Contract Documents to complete all work as specified in the Agreement for the contract price and within the contract time indicated in this bid and in accordance with the Contract Documents.

(c) This bid will remain open and not be withdrawn for the period specified in the Instructions to Bidders. If awarded the bid, bidder will sign the Agreement and submit the bonds, certificates and other documents required by the Contract Documents within fifteen (15) days after the date of the award of the contract by the City Council.

(d) Bidder has examined the site and locality where the work is to be performed and the legal requirements and conditions affecting the cost, progress and performance of the work in strict accordance with the Contract Documents.

(e) Bidder has included page 5 of 10 of the General Conditions (Bid Package page 78) initialed by the contractor at paragraph 4.03
Liquidated Damages.

2. Bid

Bidder agrees to construct and complete, ready for use, all work as required and made necessary by the Contract Documents for the sum of two hundred thirty-four thousand and six hundred dollars _____ dollars ($234,600.0).

If the Contract Documents include a Unit Price List, Bidder acknowledges that the total bid sum shown in this paragraph 2 and the estimated quantities and amounts shown on the Unit Price List are for purposes of comparison of bids only. Bidder also acknowledges that the City does not expressly or by implication agree that the actual quantities of work shall correspond therewith, but reserves the right to increase or decrease the quantity of any class or portion of the work as may be deemed necessary or expedient by the Engineer and that final payment shall be made at the unit prices bid, upon the basis of actual measured quantities as the same may be finally determined by the City Engineer.

Bidder acknowledges that the total bid sum shown` in this paragraph 2, and all sums shown on any Unit Price List attached hereto, includes (i) all labor, materials, tools, equipment and services and all taxes, insurance, other general expenses, overhead and profit and (ii) all trenching, backfilling, grading, excavation and fill, resurfacing of every character, grubbing and clearing and removal of all obstructions necessary for the doing of the work, the preservation of existing structures, shrubs, and trees, where required, and the shoring, bridging and bracing required and incident to the doing of the work, together with all fittings and joints, of every character, connected in place, area clean-up, traffic protection, and the reconstruction and severances required in the doing of the work.

3. Schedule

Bidder understands that early completion is important to the City. Therefore, time is of the essence, bidder proposes that the work commences and will be completed within the time specified in Section II, Subsection 13: Time for Commencement and Completion.

4. Addenda

Bidder acknowledges receipt of Addenda identified as: none

5. Bidder Information

(a) Bidder has 35 years of experience as a contractor in construction work.

(b) Bidder has recently completed the three (3) following construction works:

Contract Amount	Class of Work	Date Completed	Name & Address of Owner

6. Designation of Subcontractors

In compliance with the Subletting and Subcontracting Fair Practices Act, Public Contract Code Section 4100 et seq., listed below is each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or will specifically fabricate and install a portion of the work in an amount in excess of one half of one (0.5%) percent of the total bid.

In the case of bids or offers for the construction of streets or highways, including bridges, listed below is each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or will specifically fabricate and install a portion of the work in an amount in excess of one half of one percent (0.5%) of the prime contractor's total bid or ten thousand dollars ($10,000), whichever is greater.

Also listed below is the portion of the work which will be done by each subcontractor. (List only one subcontractor for each portion of the work as defined by the bidder in this bid.) [P.C.C. Section 4100 et seq.,]

Subcontractor Name & PWC registration #	Location of work	Portion of work
no sub contructor		

7. Attachments

The following documents, signed in accordance with Article 12 of the Instructions to Bidders, are attached to, and made a part of, this bid:

(a) Non Collusion Affidavit, as required by Public Contract Code Section 7106 and made a part of this Bid Proposal at page 15
(b) Required Bid Security in the form of Artisan bonding Co
(c) Unit Price List
(d) Page 5 of 10 of the General Conditions (Bid Package page 78) initialed by the Contractor at Paragraph 4.03 Liquidated Damages

Dated this 06 day of January, 2026.

IF BIDDER IS:

An Individual

By Mahmoud Merzi,
(Individual's Name)

doing business as Harbor Coating and Restoration

Business address: 625 w katella ave #5 orange ca 92867

Phone No.: (760-500-9264

A Partnership

None
(Firm Name)

By _____
(General Partner) (Title)

Business address: _____

Phone No.: (_____) _____

A Corporation

None _____ _____
(Corporation Name) (State of Incorporation)

By _____
(Person Authorized to Sign) (Title)

(Corporate Seal) Attest _____
(Secretary)

Business address: _____

_____

Phone No.: (_____) _____

A Joint Venture

By _____
(Name)

_____
(Address & Phone No.)

By _____
(Name)

_____
(Address & Phone No.)

Part 1

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California

ss.

County of Los Angeles

Mahmoud Merzi, being first duly sworn, deposes and says that he or she is owner of Harbor Coating and Restoration, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

[P.C.C. Section 7106]

End Section III - Proposal (Part 1)

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Contractor shall perform all work at the rates on the Bid Sheet submitted as part of Contractor's Proposal, and listed below:

Line Item	Item Description	Quantity	Unit	Unit Price	Total Price
	Division 2: Existing Conditions				
1	Remove Wood Stairs & Railing	1	LS	$15,000	$15,000
2	Remove Walls at Top Landing	1	LS	$ 3,000	$3,000
3	Remove Wooden Posts & Footing	10	EA	$500	$ 5,000
4	Allowance for Cut, Patch & Repair	1	LS	$5,000	$5,000
	Division 3: Concrete				
5	Install Concrete Stairs	19	EA	$1,000	$19,000
6	Install Concrete Landing	110	SF	$200	$ 22,000
7	Install Concrete Footings	4	EA	$ 4,000	$ 16,000
	Division 5: Metals				
8	Painted Guard Rail & Handrail	65	LF	$300	$19,500
9	Painted Structural Columns	4	EA	$1,000	$4,000
10	Misc Metals @ Stairs	1	LS	$ 60,000	$60,000
	Division 6: Wood, Plastics and Composites				
11	Wood Framed Walls	1	LS	$2,000	$2,000
	Division 7: Thermal and Moisture Protection				
12	Waterproof @ Landing	110	SF	$10	$1,100
13	Metal Wall Panels	80	SF	$500	$40,000
14	Sheet Metal Flashing	1	LS	$5,000	$5,000
15	Patch Roof and Walls (Allowance)	1	LS	$10,000	$10,000
	Division 9: Finishes				
16	Allowance For Painting	1	LS	$8,000	$8,000
				Not to Exceed Total	

GRAND TOTAL PROJECT BID COST: **$** 234,600.00

Two Hundred Thirty Four Thousand Six Hundred And Zero Cents

In Words

II. A retention of five percent (5%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

III. Within the budgeted amounts for each item on the Bid Sheet, and with the approval of the Contract Officer, funds may be shifted from one item's sub-budget to another so long as

All features and details required to complete work as shown per the Plans, Specifications and Special Provisions and not specifically itemized in the Definition of Bid Items shall be considered included in and a part of the Unit Prices of all Bid Items and an aggregate of the Total Bid Amount.

The City has the option to reject all bids with or without cause. The City also has the option to remove bid items at its discretion. If the City chooses to remove bid items, no bid price adjustment will be allowed.

Harbor Coating and Restoration
(Bidder)

By: Mahmoud Merzi *Mahmoud Merzi* 01/06/2026
(Signature) (Date)

Owner
(Title)

NOTE:
In case of error in extension of price into Total Price Column, the Unit Price will govern.

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AGREEMENT FOR PUBLIC WORKS SERVICES

By and Between

CITY OF GLENDORA

and

HARBOR COATING CONSTRUCTION & RESTORATION INC.

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AGREEMENT FOR PUBLIC WORKS SERVICES BETWEEN THE CITY OF GLENDORA AND HARBOR COATING CONSTRUCTION & RESTORATION INC.

THIS AGREEMENT FOR PUBLIC WORKS SERVICES (herein "Agreement") is made and entered into this _____ day of _____, 2026 by and between the City of Glendora, a California municipal corporation ("City") and Harbor Coating Construction & Restoration Inc., a California Corporation ("Contractor"). City and Contractor may sometimes be referred to herein, individually as a "Party" or collectively, as the "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described herein.

B. Contractor, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. WORK OF CONTRACTOR

1.1 Scope of Work.

Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specification and requirements set forth in the Bid Documents for the Project (as each such terms are defined below), In compliance with all terms and conditions of this Agreement, and as described in the "Scope of Work" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the work required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best

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

1.2 Bid Documents.

The Scope of Work shall include the "General Provisions" and "Special Provisions" in the bid documents for the project entitled **La Fetra Center Staircase Replacement Project, Plan No. 1387** (the "Project"), including any documents or exhibits referenced therein (collectively, "Bid Documents"), all of which are incorporated herein by this reference. In the event of any inconsistency between the terms of the Bid Documents and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

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

1.4 Compliance with California Labor Law.

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

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

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

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

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

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

(g) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its

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employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

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

Contractor's Authorized Initials DS MM

Mahmoud Merzi
Chief Executive Officer, Chief Financial Officer, and Secretary

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

1.5 Licenses, Permits, Fees and Assessments.

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

1.6 Familiarity with Work.

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

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(b) Pursuant to Public Contract Code Section 7104, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface, unknown or latent conditions at the Project site, materially different from those indicated by information about the Project site made available to bidders prior to the deadline for submitting bids on the Project; or (iii) unknown physical conditions at the Project site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, and will materially affect the performance of the services hereunder.

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

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

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

1.7 Protection and Care of Work and Materials.

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, during the life of this Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as caused by City's own negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

1.8 Warranty.

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

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

1.9 Inspection by City.

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

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

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1.10 Additional Work and Change Orders.

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

(b) Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or any increase in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer, provided that such increase does not materially affect the work in a manner or materially and detrimentally affect the interest of the City. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

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

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

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

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

(d) It is expressly understood by Contractor that the provisions of this Section 1.10 shall not apply to services specifically set forth in the Scope of Work. Contractor

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hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

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

1.11 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed $234,600 (Two Hundred Thirty-Four Thousand Six Hundred Dollars) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.10.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all Project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

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2.4 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Finance Director and/or the Contract Officer. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement. The invoice shall contain all information specified in Exhibit "C", include a copy of Contractor's certified payroll and proof that the certified payroll has been submitted to the DIR, and shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Contractor shall also submit a list of the prevailing wage rates for all employees and subcontractors providing services under this Agreement, as applicable, with Contractor's first invoice. Contractor shall not invoice City for any duplicate services performed by more than one person.

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

2.5 Waiver.

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

2.6 Retention.

City will deduct a five percent (5%) retention from all progress payments. In accordance with Public Contract Code Section 22300, which is hereby incorporated into this Agreement, City shall permit the substitution of securities for any moneys withheld by City to ensure performance under this Agreement. The retention held by the City shall be released within sixty (60) days after the date of completion of the work and the Project, as required by Government Code Section 7107. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

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ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Inspection and Final Acceptance.

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

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3.5 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

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

Mahmoud Merzi,
Chief Executive Officer, Chief Financial Officer,
and Secretary

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

4.2 Status of Contractor.

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

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4.3 Contract Officer.

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

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in, or authority over, the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of 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.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. All subcontractors shall obtain, at its or Contractor's expense, such licenses, permits, registrations and approvals (including from the City) as may be required by law for the performance of any services or work under this Agreement. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. 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.

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ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

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

(a) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $2,000,000 per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

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

(c) Professional Liability (errors & omissions) Insurance. Contractor shall maintain professional liability insurance that covers the services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

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

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

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

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

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

5.2 General Insurance Requirements.

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

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

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

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

(e) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or

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

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

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

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

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

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

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

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

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

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

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

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

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

5.3 Indemnification.

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

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

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

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

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

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services and work hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

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

5.4 Notification of Third-Party Claims.

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

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5.5 Performance and Labor Bonds.

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

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

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

Both the Performance Bond and Payment Bond required under this Section 5.5 shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of this Agreement.

5.6 Sufficiency of Insurer or Surety.

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. In addition, the insurance carrier must be currently authorized by the Insurance Commissioner to transact business of insurance or be on the List of Approved Surplus Line Insurers issued by the State of California. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the bonds required by Section 5.5 may be changed accordingly upon receipt of written notice from the Risk Manager.

5.7 Substitution of Securities.

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

5.8 Release of Securities.

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

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(a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement;

(b) the work for the Project has been finally accepted by the City; and

(c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the Payment Bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

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6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to 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 use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to 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. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

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

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

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

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and

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to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes.

(a) Default; Cure. In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant, in the sole and absolute discretion of the Project Manager. During the period of time that Contractor is in default, the City shall hold all invoices and shall proceed with payment on such invoices only when the default is cured to the satisfaction of the City. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

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

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

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.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

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obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Contractor shall file a claim pursuant to Government Code Sections 905 *et seq*. and 910 et *seq*., in order to pursue a legal action under this Agreement.

7.7 Liquidated Damages.

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 $1,000 (One Thousand Dollars) as liquidated damages for each working day of delay in the performance of any of the services required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages. Pursuant to Government Code Section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the Project when such delay was caused by the failure of the public agency or owner of the utility to provide for removal or relocation of utility facilities.

7.8 Termination Prior to Expiration of Term.

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

7.9 Termination for Default of Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, 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.

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7.10 Attorneys' Fees.

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

7.11 Unfair Business Practices Claims.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which effects his / her financial interest or the financial interest of any corporation, partnership or association in which he/her is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given

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and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Glendora, 116 E. Foothill Blvd., Glendora, California 91741-3380, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section. All correspondence relating to this Agreement shall be serialized consecutively.

9.2 Interpretation.

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

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9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. Each of the Parties intend to be bound by the signatures on any telecopied, .pdf or other electronically delivered document, and are aware that the other Party will rely on the telecopied, .pdf or other electronically delivered signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party

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

Contractor's Authorized Initials DS MM

Mahmoud Merzi
Chief Executive Officer, Chief Financial Officer, and Secretary

9.7 Corporate Authority.

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

CITY:
CITY OF GLENDORA, a municipal corporation

Adam Raymond
City Manager

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

DocuSigned by:
Danny Aleshire
0D5924B7E6ED4A5...
Danny Aleshire
City Attorney

CERTIFY AVAILABILITY OF FUNDS:

DocuSigned by:
Kyle Johnson
CACE701662584A4...
Kyle Johnson
Finance Director/City Treasurer

ATTEST:

Kathleen R. Sessman
City Clerk/Communications Director

CONTRACTOR:
HARBOR COATING CONSTRUCTION & RESTORATION INC.,
a California corporation

DocuSigned by:
Mahmoud Merzi
5952EF15E6F0439...
Name: Mahmoud Merzi
Title: Chief Executive Officer, Chief Financial Officer, and Secretary
Email: merzimahmoud@gmail.com
Mar 11, 2026 | 12:34 PM PDT

Address: 625 W. Katella Ave. #5
Orange, CA 92867

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EXHIBIT "A"

SCOPE OF WORK

I. Contractor shall perform all the work and comply with all the specifications and requirements in the "General Provisions" and "Special Provisions" included in the bid documents for the project entitled **La Fetra Center Staircase Replacement Project, Plan No. 1387**, including any documents or exhibits referenced therein which are incorporated herein by reference.

II. Brief description of the work to be performed:

This project consists of the demolition and removal of the existing wooden stairway and associated concrete footings, and the construction of a new concrete and steel stairway at the Mary E. & Clement M. La Fetra Center ("La Fetra Center"), located at 333 E. Foothill Boulevard, Glendora, CA 91741, including all associated demolition, disposal, site preparation, and installation necessary to complete the improvements in accordance with the plans and specifications.

III. In addition to the requirements of Section 6.2, during performance of the work, Contractor will keep the City apprised of the status of the work by providing written status reports, including, but not limited to, the following:

A. Initial report describing the existing site conditions and confirming the overall construction schedule;

B. Bi-weekly progress reports describing work completed during the preceding two (2) weeks;

C. Anticipated work to be performed during the following two (2) weeks; and

D. Status of pending Requests For Information (RFIs).

IV. All work performed under this Agreement is subject to review, inspection, and acceptance by the City, and must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by City.

V. Contractor shall provide safe and continuous passage for pedestrian and vehicular traffic in and around the work area and shall implement traffic and pedestrian control measures in accordance with the Work Area Traffic Control Handbook (WATCH), latest edition, and all applicable City requirements.

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EXHIBIT "B"

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

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

I. ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

The following provisions shall be added to Section 2.4 - Invoices:

In the event, a preliminary notice is posted by a subcontractor / supplier / manufacturer / vendor, an unconditional release will be required prior to releasing monies to the Contractor. Alternatively, an amount not to exceed the amount referred in the preliminary notice will be jointly released to the Contractor and the originator of the said notice with a conditional release from the said subcontractor / supplier / manufacturer / vendor.

II. ARTICLE 3. PERFORMANCE SCHEDULE

The following provisions shall be added to Section 3.1 – Time of Essence:

Time being of the essence, the Contractor shall commence the work and shall diligently pursue the work to completion within the time stated in Article 13 of the Instructions to Bidders, and upon the work schedule, if any, as specified in the Special Conditions, except as such time may be extended in writing by the City's Contract Officer in accordance with Section 3.2 and the provisions of the General Conditions.

III. ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

The following sections of Article 5 shall be deleted in their entirety:

Section 5.1 (c) - Professional liability (errors & omissions) insurance.
Section 5.1 (e) – Builder's risk insurance.
Section 5.1 (f) – Pollution liability insurance.

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EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Contractor shall perform all work at the rates on the Bid Sheet submitted as part of Contractor's Proposal, and listed below:

Line Item	Item Description	Quantity	Unit	Unit Price	Total Price
	Division 2: Existing Conditions				
1	Remove Wood Stairs & Railing	1	LS	$15,000	$15,000
2	Remove Walls at Top Landing	1	LS	$3,000	$3,000
3	Remove Wooden Posts & Footing	10	EA	$500	$5,000
4	Allowance for Cut, Patch & Repair	1	LS	$5,000	$5,000
	Division 3: Concrete				
5	Install Concrete Stairs	19	EA	$1,000	$19,000
6	Install Concrete Landing	110	SF	$200	$22,000
7	Install Concrete Footings	4	EA	$4,000	$16,000
	Division 5: Metals				
8	Painted Guard Rail & Handrail	65	LF	$300	$19,500
9	Painted Structural Columns	4	EA	$1,000	$4,000
10	Misc Metals @ Stairs	1	LS	$60,000	$60,000
	Division 6: Wood, Plastics and Composites				
11	Wood Framed Walls	1	LS	$2,000	$2,000
	Division 7: Thermal and Moisture Protection				
12	Waterproof @ Landing	110	SF	$10	$1,100
13	Metal Wall Panels	80	SF	$500	$40,000
14	Sheet Metal Flashing	1	LS	$5,000	$5,000
15	Patch Roof and Walls (Allowance)	1	LS	$10,000	$10,000
	Division 9: Finishes				
16	Allowance For Painting	1	LS	$8,000	$8,000
				Not to Exceed Total	**$234,600**

II. A retention of five percent (5%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

III. Within the budgeted amounts for each item on the Bid Sheet, and with the approval of the Contract Officer, funds may be shifted from one item's sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Work is approved per Section 1.10.

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IV. The City will compensate the Contractor for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

V. The total compensation for the Services shall not exceed the Contract Sum, as provided in Section 2.1 of this Agreement.

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EXHIBIT "D"

SCHEDULE OF PERFORMANCE

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

	Description	Days to Perform	Deadline Date
A.	All Work	50 Working Days from City's issuance of the Notice To Proceed	June 30

II. The Contractor shall deliver the following tangible work products to the City as and when required by the City:

A. Initial report describing the existing site conditions and confirming the overall construction schedule;

B. Bi-weekly progress reports describing work completed during the preceding two (2) weeks;

C. Anticipated work to be performed during the following two (2) weeks; and

D. Status of pending Requests For Information (RFIs).

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

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PERFORMANCE BOND

WHEREAS, the CITY OF GLENDORA, ("City"), has awarded to _____, as Contract for the work entitled and described as follows: **La Fetra Center Staircase Replacement Project, Plan No. 1387.**

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

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

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

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

Executed on _____ 20___.

PRINCIPAL

(Seal if Corporation) By_____

Title_____

(Attach Acknowledgment of Authorized Representative of Principal)

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Any claims under this bond may be addressed to:

_____ (name and address of Surety)

_____

_____

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

_____

_____

_____ (telephone number of Surety's agent in California)

(Attach Acknowledgment)

_____
SURETY

By_____
(Attorney-in-Fact)

APPROVED:

_____
(Attorney for CITY)

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

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PAYMENT BOND
(Labor and Material Bond)

WHEREAS, the CITY OF GLENDORA, ("City"), has awarded to _____, as Contractor ("Principal"), a Contract for the work entitled and described as follows:
La Fetra Center Staircase Replacement Project, Plan No. 1387.

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

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

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

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

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

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Executed on _____, 20___.

PRINCIPAL

(Seal if Corporation) By_____

Title_____

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

_____

_____

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

_____

_____

_____ (telephone number of Surety's agent in California)

(Attach Acknowledgment)

_____
SURETY

By_____
(Attorney-in-Fact)

APPROVED:

_____
(Attorney for CITY)

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

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WORKERS COMPENSATION INSURANCE CERTIFICATE

Description of Contract: **City of Glendora**
Project: La Fetra Center Staircase Replacement Project, Plan No. 1387

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

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

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

POLICY NUMBER	EXPIRATION DATE	LIMITS OF LIABILITY
		Workers' Compensation: Statutory Limits Under the Laws of the State of California Employers' Liability: $_____ Each Accident $_____ Disease - Policy Limit $_____ Disease - Each Employee

Named Insured (Contractor)	Insurance Company
Street Number	Street Number
City and State	City and State
	By_____ (Company Representative)

(SEE NOTICE ON NEXT PAGE)

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Insurance Company Agent for Service
of Process in California:

_____
Name

_____
Agency

_____
Street Number

_____
City and State

_____
Telephone Number

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

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

NOTICE:

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

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ADDITIONAL INSURED ENDORSEMENT
COMPREHENSIVE GENERAL LIABILITY

_____

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

_____

Name and address of Insurance Company ("Company")

_____

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

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

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

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

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

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

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

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

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of

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or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at: City Manager, City of Glendora, 116 E. Foothill Blvd., Glendora, California 91741-3380.

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

□ Contractual Liability	□ Explosion Hazard
□ Owners/Landlords/Tenants	□ Collapse Hazard
□ Manufacturers/Contractors	□ Underground Property Damage
□ Products/Completed Operations	□ Pollution Liability
□ Broad Form Property Damage	□ Liquor Liability
□ Extended Bodily Injury	□ _____
□ Broad Form Comprehensive General Liability Endorsement	□ _____ □ _____

12. A □ deductible or □ self-insured retention *(check one)* of $_____ applies to all coverage(s) except: _____ *(if none, so state)*. The deductible is applicable □ per claim or □ per occurrence *(check one)*.

13. This is an □ occurrence or □ claims made policy *(check one)*.

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

(signatures on following page)

Docusign Envelope ID: ED4DD664-1A8F-8EF7-8034-82FBC2404D01

I, _____ *(print name)*, hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20_____

_____
Signature of Authorized Representative

(Original signature only; no facsimile signature or initialed signature accepted)

Telephone No.: (_____) _____

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ADDITIONAL INSURED ENDORSEMENT
AUTOMOBILE LIABILITY

_____

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

_____

Name and address of Insurance Company ("Company")

_____

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

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

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

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

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

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

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

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

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

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

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of Glendora
116 E. Foothill Blvd.
Glendora, California 91741-3380

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

□ Any Automobiles
□ All Owned Automobiles
□ Non-owned Automobiles
□ Hired Automobiles
□ Scheduled Automobiles
□ Garage Coverage
□ Truckers Coverage
□ Motor Carrier Act
□ Bus Regulatory Reform Act
□ Public Livery Coverage
□ _____
□ _____

12. A □ deductible or □ self-insured retention *(check one)* of $_____ applies to all coverage(s) except: _____*(if none, so state)*. The deductible is applicable □ per claim or □ per occurrence *(check one)*.

13. This is an □ occurrence or □ claims made policy *(check one)*.

14. This endorsement is effective on _____at 12:01 a.m. and forms a part of Policy Number _____.

(signatures on following page)

Docusign Envelope ID: ED4DD664-1A8F-8EF7-8034-82FBC2404D01

I, _____ *(print name)*, hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20___

_____
Signature of Authorized Representative

(Original signature only; no facsimile signature or initialed signature accepted)

Telephone No.: (_____) _____

Docusign Envelope ID: ED4DD664-1A8F-8EF7-8034-82FBC2404D01

ADDITIONAL INSURED ENDORSEMENT
EXCESS LIABILITY

_____

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

_____

Name and address of Insurance Company ("Company")

_____

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

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

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

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

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

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

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

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

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

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8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of Glendora
116 E. Foothill Blvd.
Glendora, California 91741-3380

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY

□ Following Form
□ Umbrella Liability
□ _____

11. Applicable underlying coverages:

INSURANCE COMPANY	POLICY NO.	AMOUNT

12. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages: _____

13. A □ deductible or □ self-insured retention *(check one)* of $_____ applies to all coverage(s) except: _____ *(if none, so state)*. The deductible is applicable □ per claim or □ per occurrence *(check one)*.

14. This is an □ occurrence or □ claims made policy *(check one)*.

15. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

(signatures on following page)

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I, _____ *(print name)*, hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

_____
Signature of Authorized Representative

(Original signature only; no facsimile signature or initialed signature accepted)

Telephone No.: (_____) _____

STAFF REPORT

TO: Mayor and Council Members **DATE:** March 24, 2026

FROM: Recreation and Human Services **DISTRICT(S):** Citywide

SUBJECT: Notice of Completion for Resurfacing of Finkbiner Park Skate Park

---

RECOMMENDATION

That the City Council:

1. Accept and Approve the Notice of Completion for the Resurfacing of Finkbiner Park Skate Park project by California Skateparks Inc.; and
2. Authorize the Mayor to sign the Notice of Completion for recordation.

STRATEGIC FOCUS AREAS

Goal 3 - New + Revitalized Facilities

Goal 4 - Sustainable Infrastructure

EXECUTIVE SUMMARY

Staff evaluated conditions and determined that resurfacing and repairs were necessary to maintain safety and usability. City Council adopted the FY 2025-27 Two-Year Budget which included the project in the Capital Improvement Program. A proposal was solicited from California Skateparks to perform the work.

LEGISLATIVE HISTORY / PREVIOUS ACTIONS

On December 9, 2025, City Council awarded the contract to California Skateparks Inc. In the amount of $98,500.

DISCUSSION

The City constructed the Finkbiner Park Skate Park in 1999, providing residents with a 10,000-square-foot concrete skate course featuring banks, slant rails, a ledge-pyramid combination, spine, pyramid, half bowl, and beginner area. Routine maintenance and safety inspections have been conducted over the years to ensure continued public safety.

In 2025, it was determined that resurfacing and repairs were necessary to maintain the facility's safety and usability. City staff contacted the original design-build contractor for the facility and requested a quote to address resurfacing and concrete cracking. The contract was awarded in December 2025, and resurfacing was completed by the end of January 2026.

FISCAL IMPACT

The FY 2025-27 Adopted Two-Year Budget included $309,150 in the Capital Projects Fund 301 for the Skate Park Resurface Project (project number 5626106). The table below outlines the cost for the project.

ITEM	BUDGET
Total Budget	**$309,150.00**
Resurfacing of Skate Park	$93,575.00
Overnight Security	$3,238.50
Fencing Repair	$200.00
Replacement of Signage	$1,041.06
Total Spent	**$98,054.56**

Remaining Budget	**$211,095.44**

ENVIRONMENTAL DETERMINATION
There are no CEQA impacts associated with the recommendations in this report.

Prepared By:	Megan Stone, Administrative Assistant
Concurs With:	Not Applicable
Reviewed By:	Annie Warner, Interim Recreation and Human Services Director
Certified to Availability of Funds:	Kyle Johnson, Finance Director/City Treasurer
Approved By:	Adam Raymond, City Manager
Legal Review:	Danny Aleshire, City Attorney
CEQA Review:	Not Applicable

Attachments

A_PW_Agreement-California_Skateparks_Finkbiner_Park_Resurfacing.pdf
B_Notce_of_Completion_-_California_Skateparks_Inc.pdf

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AGREEMENT FOR PUBLIC WORKS SERVICES

By and Between

CITY OF GLENDORA

and

CALIFORNIA SKATEPARKS

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AGREEMENT FOR PUBLIC WORKS SERVICES BETWEEN THE CITY OF GLENDORA AND CALIFORNIA SKATEPARKS

THIS AGREEMENT FOR PUBLIC WORKS SERVICES (herein "Agreement") is made and entered into this 9 day of December, 2025 by and between the City of Glendora, a California municipal corporation ("City") and California Skateparks, a California corporation ("Contractor"). City and Contractor may sometimes be referred to herein, individually as a "Party" or collectively, as the "Parties."

RECITALS

A. City has sought, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Contractor, following submission of a proposal for the performance of the services, was identified by the City as a sole source provider for the services, materials, and equipment as set forth herein, pursuant to Glendora Municipal Code ("GMC") Section 2.40.110(c)(4).

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. WORK OF CONTRACTOR

1.1 Scope of Work.

Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specification and requirements set forth in the Proposal for the Project (as each such terms are defined below), In compliance with all terms and conditions of this Agreement, and as described in the "Scope of Work" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the work required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional

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standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Documents.

The Scope of Work shall include the provisions set forth in the proposal for the project entitled Finkbiner Park Resurfacing/Refill Cracks (the "Project"), including any documents or exhibits referenced therein (collectively, "Proposal"), all of which are incorporated herein by this reference. In the event of any inconsistency between the terms of the Proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

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

1.4 Compliance with California Labor Law.

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

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

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

(d) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep

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accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

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

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

(g) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

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

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

Contractor's Authorized Initials Initial _____
Joseph M. Ciaglia, Jr., President

(i) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section

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1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.5 Licenses, Permits, Fees and Assessments.

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

1.6 Familiarity with Work.

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

(b) Pursuant to Public Contract Code Section 7104, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface, unknown or latent conditions at the Project site, materially different from those indicated by information about the Project site made available to bidders prior to the deadline for submitting bids on the Project; or (iii) unknown physical conditions at the Project site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, and will materially affect the performance of the services hereunder.

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

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

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either by contract or by law, which pertain to the resolution of disputes and protests between the Parties.

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

1.7 Protection and Care of Work and Materials.

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, during the life of this Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as caused by City's own negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

1.8 Warranty.

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

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1.9 Inspection by City.

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

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

1.10 Additional Work and Change Orders.

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

(b) Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or any increase in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer, provided that such increase does not materially affect the work in a manner or materially and detrimentally affect the interest of the City. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

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

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

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

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

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

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

1.11 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **$98,500 (Ninety-Eight Thousand, Five Hundred Dollars)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.10.

2.2 Method of Compensation.

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

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2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all Project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Finance Director and/or the Contract Officer. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement. The invoice shall contain all information specified in Exhibit "C", include a copy of Contractor's certified payroll and proof that the certified payroll has been submitted to the DIR, and shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Contractor shall also submit a list of the prevailing wage rates for all employees and subcontractors providing services under this Agreement, as applicable, with Contractor's first invoice. Contractor shall not invoice City for any duplicate services performed by more than one person.

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

2.5 Waiver.

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

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2.6 Retention.

City will deduct a five percent (5%) retention from all progress payments. In accordance with Public Contract Code Section 22300, which is hereby incorporated into this Agreement, City shall permit the substitution of securities for any moneys withheld by City to ensure performance under this Agreement. The retention held by the City shall be released within sixty (60) days after the date of completion of the work and the Project, as required by Government Code Section 7107. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Inspection and Final Acceptance.

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

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constitute a waiver of any of the provisions of this Agreement including, but not limited to, Articles 1 and 5, pertaining to warranty and indemnification and insurance, respectively.

3.5 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding One (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

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

Joseph M. Ciaglia, Jr., President

Stephanie Ciaglia, Secretary

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

4.2 Status of Contractor.

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

4.3 Contract Officer.

The Contract Officer shall be the Recreation and Human Services Director, or such person as may be designated by the City Manager. It shall be the Contractor's responsibility to

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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, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in, or authority over, the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of 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.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. All subcontractors shall obtain, at its or Contractor's expense, such licenses, permits, registrations and approvals (including from the City) as may be required by law for the performance of any services or work under this Agreement. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. 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.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

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

(a) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in

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an amount not less than $2,000,000 per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. The Product and Completed Operations coverage under the policy shall extend a minimum of three (3) years after completion of the Project. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. The policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. The policy shall specifically provide for a duty to defend on the part of the insurer.

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

(c) Professional Liability (errors & omissions) Insurance. Contractor shall maintain professional liability insurance that covers the services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

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

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

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

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

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

5.2 General Insurance Requirements.

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

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

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

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

(e) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

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

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

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

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

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

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

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

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

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

(o) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated,

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lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

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

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

5.3 Indemnification.

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

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

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

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

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

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore,

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and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services and work hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

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

5.4 Notification of Third-Party Claims.

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

5.5 Performance and Labor Bonds. Concurrently with execution of this Agreement, Contractor shall deliver to the City, the following:

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

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

Both the Performance Bond and Payment Bond required under this Section 5.5 shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of this Agreement.

5.6 Sufficiency of Insurer or Surety.

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. In addition, the insurance carrier must be currently authorized by the Insurance Commissioner to transact business of insurance or be on the List of Approved Surplus Line Insurers issued by the State of California. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the

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work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the bonds required by Section 5.5 may be changed accordingly upon receipt of written notice from the Risk Manager.

5.7 Substitution of Securities.

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

5.8 Release of Securities.

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

(a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement;

(b) the work for the Project has been finally accepted by the City; and

(c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the Payment Bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

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6.2 Reports.

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

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to 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 use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to 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. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

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

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

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City

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shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Contractor's conduct.

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes.

(a) Default; Cure. In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant, in the sole and absolute discretion of the Project Manager. During the period of time that Contractor is in default, the City shall hold all invoices and shall proceed with payment on such invoices only when the default is cured to the satisfaction of the City. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

(b) Dispute Resolution. This Agreement is subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the California Public Contract Code regarding the resolution of public works claims of less than $375,000. Additionally, Section 9204 of the California Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the Contractor, for the response to such claims by the City, for a mandatory meet and confer conference upon the request of the Contractor, for mandatory non-binding mediation in the event litigation is commenced, and for mandatory judicial

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arbitration upon the failure to resolve the dispute through mediation. This Agreement hereby incorporates the provisions of Article 1.5 as though fully set forth herein and the intent of this Section is to implement Sections 20104 *et seq*. and Section 9204 of the California Public Contract Code with respect to any such claims by Contractor. This Section shall be construed to be consistent with said statutes.

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

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.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to

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compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Contractor shall file a claim pursuant to Government Code Sections 905 *et seq*. and 910 et *seq*., in order to pursue a legal action under this Agreement.

7.7 Liquidated Damages.

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 **$1,000 (One Thousand Dollars)** as liquidated damages for each working day of delay in the performance of any of the services required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages. Pursuant to Government Code Section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the Project when such delay was caused by the failure of the public agency or owner of the utility to provide for removal or relocation of utility facilities.

7.8 Termination Prior to Expiration of Term.

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

7.9 Termination for Default of Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, 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

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

7.11 Unfair Business Practices Claims.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Glendora, 116 E. Foothill Blvd., Glendora, California 91741-3380, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section. All correspondence relating to this Agreement shall be serialized consecutively.

9.2 Interpretation.

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

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. Each of the Parties intend to be bound by the signatures on any telecopied, .pdf or other electronically delivered document, and are aware that the other Party will rely on the telecopied, .pdf or other electronically delivered signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

9.4 Integration; Amendment.

This Agreement including the attachments hereto (and the documents incorporated herein) is the entire, complete and exclusive expression of the understanding of the Parties. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements,

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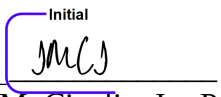
agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either Party, this Agreement shall forthwith be amended to make such insertion or correction/

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor's Authorized Initials 

Joseph M. Ciaglia, Jr., President

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver

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this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

CITY:
CITY OF GLENDORA, a municipal corporation

Signed by:
Adam Raymond
A0FB4F5D056C43C...
Adam Raymond
City Manager
Dec 18, 2025 | 3:50 PM PST

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

DocuSigned by:
Danny Aleshire
0D5924B7E6ED4A5...
Danny Aleshire
City Attorney

CERTIFY AVAILABILITY OF FUNDS:

DocuSigned by:
Kyle Johnson
CACE701662584A4...
Kyle Johnson
Finance Director/City Treasurer

ATTEST:

DocuSigned by:
Kathleen R. Sessman
2252A9F44B69431...
Kathleen R. Sessman
City Clerk/Communications Director

CONTRACTOR:
CALIFORNIA SKATEPARKS, a California corporation

Signed by:
Joseph M. Ciaglia, Jr.
D65A9C55E9EC4CE...
Name: Joseph M. Ciaglia, Jr.
Title: President
Email: joe@caskateparks.com
Nov 27, 2025 | 4:07 PM PST

Signed by:
Stephanie Ciaglia
4114BB33EC144F3...
Name: Stephanie Ciaglia
Title: Secretary
Email: sciaglia@caskateparks.com
Nov 27, 2025 | 4:10 PM PST
Address: 273 N. Benson Ave., Upland, CA, 91786

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EXHIBIT "A"

SCOPE OF WORK

I. Contractor shall perform all of the work and comply with all of the specifications and requirements in the provisions set forth in the Proposal for the Project entitled Finkbiner Park Resurfacing/Refill Cracks, including any documents or exhibits referenced therein.

II. Brief description of the work to be performed:

The work includes the repair and improvement work at the skatepark located in Finkbiner Park at 160 N Wabash Ave. Glendora, CA 91741. The scope of work consists of cleaning and vacuuming cracks and applying flexible sealant to approximately 300 linear feet of surface cracks; demolishing and replacing the existing pyramid feature; performing various concrete deck replacements totaling approximately 1,450 square feet; removing loose concrete and patching as needed; recoating approximately 250 linear feet of steel edgings; and refinishing various ledges totaling approximately 280 square feet. All work shall be performed to professional standards and follow safety protocols to restore surface integrity, enhance safety, and maintain the overall quality and performance of the skatepark located in Finkbiner Park, as further described in Exhibit "C" attached hereto.

III. In addition to the requirements of Section 6.2, during performance of the work, Contractor will keep the City apprised of the status of performance by delivering the following status reports:

A. Contractor will provide City with weekly updates on the status of the Project. This includes timeline changes, issues, or change orders needed.

IV. All work is subject to review and acceptance by the City, and must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by City.

V. Contractor shall provide safe and continuous passage for pedestrian and vehicular traffic in accordance with the Work Area Traffic Control Handbook (WATCH), latest edition and shall observe and perform all traffic control safe protocols while working in the public right of way and upon any City facilities.

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EXHIBIT "B"

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

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

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

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

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EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Contractor shall perform all work at the rates submitted as part of Contractor's Proposal, and listed below:

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CALIFORNIA skateparks

Proposal

DATE: 10/30/2025

CA License: 962150 / DIR No: 1000016308

TO: John Aguirre

Recreation and Human Services Director | Recreation & Human Services

410 E. Dalton Ave | Glendora, CA 91741 |**City of Glendora**

RE: **GLENDORA SKATEPARK – REPAIR WORKS**

EXECUTIVE SUMMARY

California Skateparks, Inc. is honored to submit this proposal to the City of Glendora for the planned repair and enhancement of the Glendora Skatepark. Our objective is to restore and improve key elements of the facility to ensure safety, functionality, and long-term enjoyment for local residents and visitors. The proposed work includes professional repairs to worn concrete and steel components, performed with durable materials and techniques that maintain the park's original design integrity. All work will be completed in accordance with prevailing wage requirements and OSHA/Cal-OSHA safety standards. California Skateparks is committed to delivering high-quality craftsmanship and dependable results that reflect the City of Glendora's continued dedication to providing safe, well-maintained recreational spaces for the community.

SCOPE OF WORK

Item	Description	Quantity / Detail	Price
1	Crack Sealing	Clean/vacuum cracks and apply flexible sealant (approx. 300 LF)	$9,000.00
2	Pyramid Feature Replacement	Demolish existing feature, remove debris, fine grade, form, install #3	$38,000.00

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		rebar @12" O.C. E.W., place 6" shotcrete, finish to match existing	
3	Concrete Flatwork Replacement	Remove and replace approx. 1,450 SF of concrete deck/flatwork (5" shotcrete, #3 @12" O.C. E.W.), fine grade, form, installing a expansion joint at perimeter concrete wall and finish to match existing.	$35,000.00
4	Concrete Spall Repairs	Sawcut 3"x8" spalls at 10 locations, remove loose concrete, clean, and patch with compatible repair mortar	$5,000.00
5	Steel Edgings, Copings, & Rails Repainting	Clean/wire brush rust, apply two coats cold-galvanizing compound (approx. 250 LF)	$6,500.00
6	Ledges Refinishing	Pressure wash ledges and apply two skim coats of Ardex TWP to approx. 280 SF	$5,000.00

PROJECT NOTES

- Duration: 15- 20 working days (weather permitting)
- Working Hours: 7:00 AM – 3:30 PM, Monday–Friday
- Site Access: Skatepark will remain closed to the public during construction
- Wages: All work performed under prevailing wage requirements
- Cleanup: All debris to be removed and disposed of offsite daily

QUALITY & SAFETY

All work will meet or exceed California Skateparks' construction standards. CSP follows OSHA and Cal/OSHA safety protocols, with onsite supervision throughout construction. Quality control checks will be performed before project closeout.

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WARRANTY

California Skateparks, Inc. provides a one-year workmanship warranty on all new concrete and repair installations.

TOTAL PRICE

A. Price per scope of work above: $ 98,500.00

The above scope of work and specifications are satisfactory and hereby accepted.

_____ _____

CA Skateparks Acceptance Date Client. Acceptance Date

II. A retention of five percent (5%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

III. Within the budgeted amounts for each item set forth in the Proposal, and with the approval of the Contract Officer, funds may be shifted from one item's subbudget to another so long as the Contract Sum is not exceeded per Section 2.1.

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

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the services.

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

Docusign Envelope ID: B518C218-BEF2-4FD9-9FBD-D832D334A514

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. Contractor shall perform all work timely in accordance with the following schedule to be performed Monday through Friday between 7:00am to 3:30pm.

	Description	Days to Perform	Deadline Date
A.	Applying flexible sealant to approximately 300 square feet of surface cracks; demolishing and replacing the existing pyramid feature; performing various concrete deck replacements totaling approximately 1,450 square feet; removing loose concrete and patching as needed; recoating approximately 250 square feet of steel edgings; and refinishing various ledges totaling approximately 280 square feet. All work shall be performed to professional standards and safety protocols to restore surface integrity, enhance safety, and maintain the overall quality and performance of the skatepark located in Finkbiner Park at 160 N Wabash Ave. Glendora, CA 91741, as further described in Exhibit "C".	60 calendar days	60 calendar days from the date of a Notice to Proceed issued by the City

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

Docusign Envelope ID: B518C218-BEF2-4FD9-9FBD-D832D334A514

PERFORMANCE BOND

WHEREAS, the CITY OF GLENDORA, ("City"), has awarded to _____, as Contractor ("Principal"), a Contract for the work entitled and described as follows:_____;

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

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

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

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

Executed on _____ 20___.

PRINCIPAL

(Seal if Corporation) By_____

Title_____

(Attach Acknowledgment of Authorized Representative of Principal)

Docusign Envelope ID: B518C218-BEF2-4FD9-9FBD-D832D334A514

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

_____

_____

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

_____

_____

_____ (telephone number of Surety's agent in California)

(Attach Acknowledgment)

_____
SURETY

By_____
(Attorney-in-Fact)

APPROVED:

_____
(Attorney for CITY)

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

Docusign Envelope ID: B518C218-BEF2-4FD9-9FBD-D832D334A514

PAYMENT BOND
(Labor and Material Bond)

WHEREAS, the CITY OF GLENDORA, ("City"), has awarded to _____, as Contractor ("Principal"), a Contract for the work entitled and described as follows:_____;

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

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

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

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

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

Docusign Envelope ID: B518C218-BEF2-4FD9-9FBD-D832D334A514

Executed on _____, 20____.

PRINCIPAL

(Seal if Corporation) By_____

Title_____

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

_____

_____

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

_____

_____

_____ (telephone number of Surety's agent in California)

(Attach Acknowledgment)

_____
SURETY

By_____
(Attorney-in-Fact)

APPROVED:

_____
(Attorney for CITY)

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

Docusign Envelope ID: B518C218-BEF2-4FD9-9FBD-D832D334A514

WORKERS COMPENSATION INSURANCE CERTIFICATE

Description of Contract: **City of Glendora**
Project: _____

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

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

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

POLICY NUMBER	EXPIRATION DATE	LIMITS OF LIABILITY
		Workers' Compensation: Statutory Limits Under the Laws of the State of California Employers' Liability: $_____ Each Accident $_____ Disease - Policy Limit $_____ Disease - Each Employee

Named Insured (Contractor)	Insurance Company
Street Number	Street Number
City and State	City and State
	By_____ (Company Representative)

(SEE NOTICE ON NEXT PAGE)

Docusign Envelope ID: B518C218-BEF2-4FD9-9FBD-D832D334A514

Insurance Company Agent for Service
of Process in California:

_____
Name

_____
Agency

_____
Street Number

_____
City and State

_____
Telephone Number

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

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

NOTICE:

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

Docusign Envelope ID: B518C218-BEF2-4FD9-9FBD-D832D334A514

ADDITIONAL INSURED ENDORSEMENT
COMPREHENSIVE GENERAL LIABILITY

_____

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

_____

Name and address of Insurance Company ("Company")

_____

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

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

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

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

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

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

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

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

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

Docusign Envelope ID: B518C218-BEF2-4FD9-9FBD-D832D334A514

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

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at: City Manager, City of Glendora, 116 E. Foothill Blvd., Glendora, California 91741-3380.

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

□ Contractual Liability	□ Explosion Hazard
□ Owners/Landlords/Tenants	□ Collapse Hazard
□ Manufacturers/Contractors	□ Underground Property Damage
□ Products/Completed Operations	□ Pollution Liability
□ Broad Form Property Damage	□ Liquor Liability
□ Extended Bodily Injury	□ _____
□ Broad Form Comprehensive General Liability Endorsement	□ _____
	□ _____

12. A □ deductible or □ self-insured retention *(check one)* of $_____ applies to all coverage(s) except: _____ *(if none, so state)*. The deductible is applicable □ per claim or □ per occurrence *(check one)*.

13. This is an □ occurrence or □ claims made policy *(check one)*.

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

(signatures on following page)

Docusign Envelope ID: B518C218-BEF2-4FD9-9FBD-D832D334A514

I, _____ *(print name)*, hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20_____

_____
Signature of Authorized Representative

(Original signature only; no facsimile signature or initialed signature accepted)

Telephone No.: (_____) _____

Docusign Envelope ID: B518C218-BEF2-4FD9-9FBD-D832D334A514

ADDITIONAL INSURED ENDORSEMENT
AUTOMOBILE LIABILITY

_____

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

_____

Name and address of Insurance Company ("Company")

_____

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

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

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

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

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

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

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

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

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

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

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of Glendora
116 E. Foothill Blvd.
Glendora, California 91741-3380

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

□ Any Automobiles
□ All Owned Automobiles
□ Non-owned Automobiles
□ Hired Automobiles
□ Scheduled Automobiles
□ Garage Coverage
□ Truckers Coverage
□ Motor Carrier Act
□ Bus Regulatory Reform Act
□ Public Livery Coverage
□ _____
□ _____

12. A □ deductible or □ self-insured retention *(check one)* of $_____ applies to all coverage(s) except: _____*(if none, so state)*. The deductible is applicable □ per claim or □ per occurrence *(check one)*.

13. This is an □ occurrence or □ claims made policy *(check one)*.

14. This endorsement is effective on _____at 12:01 a.m. and forms a part of Policy Number _____.

(signatures on following page)

Docusign Envelope ID: B518C218-BEF2-4FD9-9FBD-D832D334A514

I, _____ *(print name)*, hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20___

_____
Signature of Authorized Representative

(Original signature only; no facsimile signature or initialed signature accepted)

Telephone No.: (_____) _____

Docusign Envelope ID: B518C218-BEF2-4FD9-9FBD-D832D334A514

ADDITIONAL INSURED ENDORSEMENT
EXCESS LIABILITY

_____

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

_____

Name and address of Insurance Company ("Company")

_____

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

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

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

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

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

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

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

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

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

Docusign Envelope ID: B518C218-BEF2-4FD9-9FBD-D832D334A514

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of Glendora
116 E. Foothill Blvd.
Glendora, California 91741-3380

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY

□ Following Form
□ Umbrella Liability
□ _____

11. Applicable underlying coverages:

INSURANCE COMPANY	POLICY NO.	AMOUNT

12. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages: _____

13. A □ deductible or □ self-insured retention *(check one)* of $_____ applies to all coverage(s) except: _____ *(if none, so state)*. The deductible is applicable □ per claim or □ per occurrence *(check one)*.

14. This is an □ occurrence or □ claims made policy *(check one)*.

15. This endorsement is effective on _____at 12:01 a.m. and forms a part of Policy Number _____.

Docusign Envelope ID: B518C218-BEF2-4FD9-9FBD-D832D334A514

(signatures on following page)

I, _____ *(print name)*, hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

_____
Signature of Authorized Representative

(Original signature only; no facsimile signature or initialed signature accepted)

Telephone No.: (_____) _____

RECORDING REQUESTED BY:

CITY OF GLENDORA

WHEN RECORDED MAIL TO THIS ADDRESS:

CITY CLERK
CITY OF GLENDORA
116 E. Foothill Boulevard
Glendora, CA 91741

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is OWNER or AGENT of the OWNER of the interest or estate stated below in the property hereinafter described.
2. The full name of the OWNER is: **CITY OF GLENDORA**
3. The full address of the OWNER is: **116 E. Foothill Boulevard, Glendora, CA 91741**
4. The nature of the interest or estate of the undersigned is: (i.e., In Fee.) **Fee Interest**
5. A work of improvement on the property hereinafter described was COMPLETED on **January 30, 2026**
6. The work of improvement completed is described as follows:

   Resurfacing of Finkbiner Park Skate Park
7. The name of the original contractor, if any, for such work of improvement is: **California Skateparks Inc.**
8. The street address of said property is: **160 N Wabash Ave, Glendora, CA 91741.**
9. The property on which said work of improvement was completed is in the City of **GLENDORA**, County of LOS ANGELES, State of CALIFORNIA, and is described as follows:

   The scope of this project consisted of resurfacing and sealing of large concrete cracks.

CITY OF GLENDORA

Date: _____
(Date)

Signature of Owner or agent: **DAVID FREDENDALL, Mayor**

VERIFICATION

I, the undersigned, declare under penalty of perjury under the laws of the State of California, that I am the **Mayor of the City of Glendora** of the aforesaid interest or estate in the property described in the above Notice, that I have read the said Notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

_____ at Glendora, California

DAVID FREDENDALL

STAFF REPORT

TO:	**Mayor and Council Members**	**DATE:**	**March 24, 2026**
FROM:	**City Clerk**	**DISTRICT(S):**	**Citywide**
SUBJECT:	**Unscheduled Vacancy on the Water Commission Update (Office No. 3; Term Expiring: June 30, 2029)**		

RECOMMENDATION
That the City Council:

1. Provide direction to staff on next steps regarding the recruitment to fill the unscheduled vacancy on the Water Commission.

STRATEGIC FOCUS AREAS
Not Applicable.

EXECUTIVE SUMMARY
On January 13, 2026, the City Clerk's Office received both verbal and written notice of resignation from Water Commissioner Justin Nakano, creating an unscheduled vacancy for Water Commission Office No. 3, with a term expiring June 30, 2029 (Attachment A).

In accordance with statutory requirements, a Notice of Unscheduled Vacancy (Attachment B) was posted at designated public notice locations (including website), in the San Gabriel Valley Examiner, and through social media.

The original application deadline was February 10, 2026; however, no applications were received. Recruitment efforts continued, and addition advertisements were communicated. As of March 2026 the City received interest from several new and past applicants for Council consideration to fill the unscheduled vacancy on the Water Commission (Office No. 3).

This report provides the City Council with an update and presents options for direction on how to proceed with filling the vacancy.

LEGISLATIVE HISTORY / PREVIOUS ACTIONS
California Government Code Section 54974 governs the process for filling unscheduled vacancies on boards, commissions, and committees for which the legislative body has appointing authority.

The statute requires that:

- A notice of vacancy be posted in the office of the City Clerk;
- The notice be posted on the local agency's website (or at a designated public library pursuant to Government Code Section 54973); and
- The notice be posted in other locations as directed by the legislative body.

If the legislative body determines that an emergency exists, it may make an immediate acting appointment, which remains temporary until a final appointment is made in compliance with Government Code Section 54974.

DISCUSSION
The purpose of this report is to provide an update and seek direction regarding the filling of one unscheduled vacancy on the Water Commission (Office No. 3).

Following receipt of the resignation from Water Commissioner Justin Nakano, staff posted the Notice of Unscheduled Vacancy in compliance with Government Code Section 54974. The notice was:

- Posted in the City Clerk's Office and on the City website;
- Published in the San Gabriel Valley Examiner on January 22, January 29, and February 6, 2026 ; and
- Promoted through the City's social media platforms to encourage community engagement and applicant recruitment.

The original application period concluded on February 10, 2026. Four applications were on file; one applicant formally declined consideration, one applicant requested consideration, and as of the writing of this report the remaining two applicants have not yet responded to staff's inquiry. In addition, three new qualified applications were received.

The following applicants are requesting consideration to fill the unscheduled vacancy on the Water Commission:

Applicant	**Status**
Emily Hernandez	On file, confirmed interest
Nadia Hardjadinata	New
Eric Farrar	New
Thom Lambertson	New
Michael Baron	On file, pending confirmation of interest
Diana Offen	On file, pending confirmation of interest
Jenny Chan	On file, declined interest in re-applying

Next Steps for City Council Consideration:

Option 1 - Schedule Interviews

- Direct staff to schedule interviews and appointment with the qualified applicants for a Special City Council Meeting on April 14, 2026.

Option 2 – Provide Alternative Direction

- Provide other direction to staff as deemed appropriate.

FISCAL IMPACT
There are no fiscal impacts associated with the recommendations in this report.

ENVIRONMENTAL DETERMINATION

There are no CEQA impacts associated with the recommendations in this report.

Prepared By:	Roxanne Breceda, Deputy City Clerk / Records Manager
Concurs With:	Not Applicable
Reviewed By:	Kathleen Sessman, MMC, City Clerk / Communications Director
Certified to Availability of Funds:	Kyle Johnson, Finance Director/City Treasurer
Approved By:	Adam Raymond, City Manager
Legal Review:	Danny Aleshire, City Attorney

Attachments

A_Resignation_of_Justin_Nakano.pdf

B_Notice_of_Unscheduled_Vacancy_Water_Commission.pdf

C_WC_Applications.pdf

D_PowerPoint.pdf

Outlook

Water Commission

From Justin Nakano <jintwo@gmail.com>
Date Tue 1/13/2026 2:12 PM
To Roxanne Breceda <RBreceda@cityofglendora.gov>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Roxanne,

This E-mail is to give notice of my resignation from the Water Commission effective immediately.

Thank you,

Justin Nakano

NOTICE OF UNSCHEDULED VACANCY

SERVE YOUR COMMUNITY – APPLY TO JOIN

The City of Glendora is now accepting applications to fill an unscheduled vacancy due to a resignation received on January 13, 2026 and effective immediately:

WATER COMMISSION – OFFICE NO. 3
Term Expires: June 30, 2029

APPLICATION DEADLINE:

February 10, 2026 @ 5:00 PM (Until the position is filled)

WHY SERVE ON THE WATER COMMISSION

The Water Commission plays an important advisory role in shaping policies that impact the City's water system and long-term sustainability. Commissioners work collaboratively to provide recommendations to the City Council on water-related policies and programs, excluding daily operations.

COMMISSION OVERVIEW AND QUALIFICATIONS:

Members of the Water Commission serve four-year terms, with the Commission consisting of five members. Commissioners must be registered voters, reside within the incorporated City limits throughout their term of service, and be customers of the City's Water Division of the Public Works Department, in accordance with Glendora Municipal Code section 2.18.020.

Appointment Information: Applications are available on the City's website at www.cityofglendora.gov/CandidateApplication. Applications must be submitted to the City Clerk's Office and will be accepted on a rolling basis. For questions or additional information, please contact the City Clerk's Office at (626) 914-8210 or city_clerk@cityofglendora.gov.

Kathleen R. Sessman, MMC
City Clerk/Communications Director

Pursuant to California Government Code §54974, this notice was prepared to give notice of an unscheduled vacancy on a City of Glendora board or commission. This notice was duly posted no later than twenty (20) days after the vacancy occurred as required by law. Final appointment shall not be made for at least ten (10) working days after posting this notice.

Published: January 22, 2026, January 29, 2026, and Thursday, February 5, 2026.
Notice may be removed: April 1, 2026

APPLICATION FOR APPOINTMENT
TO CITY OF GLENDORA BOARDS AND COMMISSIONS

Requirements Met: ☒ Yes ☐ No Active Until: 2/26/26 (Active for 2 years)

RECEIVED
FEB 26 2026
CLERK'S DATE STAMP
CITY CLERKS OFFICE
CITY OF GLENDORA

Appt'd On: To: (Ex: PC,WC)
Office #: Term:
☐ Full ☐ Unexpired (M/D/YY – 6/30/YY)

Submittal Requirements (Completed Application must contain the following)

☒ Completed, signed application ☒ Three (3) references with contact information

Instructions (Please Type or Print Clearly)

All requested information must be furnished on the application itself. Resumes, attachments and other supporting documentation may be included but cannot be substituted for an application form. It is important that you answer all questions on your application fully and accurately. If additional space is needed to answer questions, attach additional sheets. In addition, a separate application must be submitted for each advisory body to which you seek appointment. **Applications received after the deadline will be kept on file for future vacancies.**

Information Sheet

1. Board, Commission or Committee being applied for: Water Commission

   Are you currently a City of Glendora Commissioner? ☐ Yes ■ No If yes, Commission Name: _____

2. Name: Hardjadinata, Nadia Rachel
   (Last) (First) (Middle)

   Residential Address: [redacted]

   Phone Number: 5[redacted] (Required) Email: [redacted] (Required)

   Are you a registered voter within the City of Glendora? ■ Yes ☐ No
   (If you have questions about your registration status, please contact the Los Angeles Registrar of Voters at (800) 815-2666)

   Do you currently reside within the incorporated City limits? ■ Yes ☐ No If so for how long? 3 years

Required if applying for BID:

Business Name: _____ Occupation: _____

Business Address: _____

Phone Number: _____ (Required) Email: _____ (Required)

3. Occupation and Place of Employment: Senior Resource Specialist, Metropolitan Water District of Southern California

4. Have you ever been a member of any City Board or Commission, or employed by the City of Glendora? If Yes, in what capacity? When? ☐ Yes ■ No _____

   Do you have any relatives currently working for the City of Glendora? ☐ Yes ■ No
   If Yes, please list name(s), relationship and department: _____

5. List Community/Professional Organizations in which you hold active membership(s). In addition, please list any positions of responsibility held:

   International Evangelical Church of Los Angeles
   WateReuse Los Angeles

6. Please state your reasons as to why your background and/or experience makes you a suitable candidate for appointment to this position:

   With a Bachelor's degree in Civil Engineering from Cal Poly Pomona, a Master of public Administration from University of Pennsylvania, and nearly 20 years of professional experience in the water field, I bring both technical and public service perspective to this role.

   I work in large-scale water resource management in Southern California, where I oversee complex water supply programs involving groundwater banking, local resource development, water transfers, long-term reliability planning, budgeting, and cost recovery. My work requires balancing water reliability, financial sustainability, and policy oversight —

   *SEE ATTACHED

Appling for: Water Commission **Applicant Name:** Nadia Rachel Hardjadinata

* 7. Please state the reasons you are interested in filling this vacancy:

I am seeking appointment to the Glendora Water Commission because I care deeply about the future of our community and the essential role water plays in our daily lives.

Water is more than infrastructure — it supports our families, local businesses, schools, parks,

* 8. Please briefly express your views regarding current and future development in Glendora: *SEE ATTACHED

Glendora is at an important point in balancing growth with preservation of the character and quality of life that residents value. I believe future development should be thoughtful, sustainable, and aligned with our city's infrastructure capacity — particularly water, transportation, and public services. *SEE ATTACHED

9. References

1. Mike Ti (Name) Phone No.: [redacted]
2. Kira Alonzo (Name) Phone No.: [redacted]
3. Tracy Abundez (Name) Phone No.: [redacted]

*Letters of Recommendation may be attached to application, but cannot be substituted in lieu of the requested references name and contact information.

10. **DISCLOSURE AND REGULATORY REQUIREMENTS**

Conflict of Interest Disclosure - In compliance with state law, appointed officials may be required to file a Statement of Economic Interests upon appointment to office, and annually thereafter.

I, acknowledge, that if appointed I may be required to make information available as to any potential conflict of interest arising from my business/affiliations where that affiliation or business may be doing business with the City of Glendora, or any decisions taken by the City of Glendora that may influence that business or affiliation. The City Clerk will provide appointees with the filing form and instructions. [redacted] Initials

Attendance (GMC §2.18.100) - Board/Commission/Committee members are required to attend meetings on a regular basis, and may be removed if a member does not attend three consecutive regularly scheduled meetings. If appointed, I confirm that I will be able to attend meetings regularly and devote the time necessary to fulfill my duties as a member. [redacted] Initials

Mandatory Ethics Training (Government Code §53234) - In compliance with state law, if appointed I agree to complete an approved AB1234 Ethics Training seminar within one year of appointment and agree to maintain my compliance throughout my entire term in office. [redacted] Initials

Affidavit of Residency - I declare, under penalty of perjury, that I am a resident within the incorporated City of Glendora city limits. [redacted] Initials

* Not Required for Business Improvement District Advisory Board.

11. I, the undersigned, certify that the foregoing information is true and correct and that I am sincerely interested in serving in this position for the City of Glendora.

Furthermore, I, the undersigned, acknowledge that this application qualifies as a public record and that all information furnished on the application itself and any supporting documents attached hereto will be treated as a public record and I, therefore, waive any perceived rights to privacy of the information furnished.

[redacted] Applicant's Signature — 02/26/2026 Date

Required for Water Commission Applicants Only:

12. I, the undersigned, certify that I am a customer of the City of Glendora's Water Division.

[redacted] Applicant's Signature — 2/26/26 Date

Completed applications should be returned to the City Clerk's Office, 116 East Foothill Boulevard, Glendora, CA 91741.

FOR INTERNAL USE ONLY

Verification Completed: ☒ Yes ☐ No Issues:

- ☒ [redacted]sidency Verified (Incorporated Area)
- ☒ [redacted]gistered to Vote Verified
- ☒ [redacted]ter Division Customer (WC Applicants Only)

BID Applicants Only
- ☐ Active/Current Business Owner in BID
- ☐ BL Verified:
- ☐ Current with payment of Charges/Assessment.

Note:

6. Please state your reasons as to why your background and/or experience makes you a suitable candidate for appointment to this position:

With a Bachelor's degree in Civil Engineering from Cal Poly Pomona, a Master of public Administration from University of Pennsylvania, and nearly 20 years of professional experience in the water field, I bring both technical and public service perspective to this role.

I work in large-scale water resource management in Southern California, where I oversee complex water supply programs involving groundwater banking, local resource development, water transfers, long-term reliability planning, budgeting, and cost recovery. My work requires balancing water reliability, financial sustainability, and policy oversight — the same core responsibilities entrusted to a municipal water commission.

Glendora's water system, like many in our region, depends on a thoughtful balance of local groundwater supplies and imported water. With increasing hydrologic variability, regulatory complexity, and infrastructure needs, we must plan strategically to maintain reliability while protecting ratepayers. My experience evaluating supply portfolios, reviewing program performance, and assessing long-term funding frameworks allows me to understand both the technical and financial aspects of these decisions.

I regularly participate in board-level discussions, policy workshops, and program evaluations, where I translate complex technical information into clear recommendations. This experience has strengthened my ability to analyze data, ask the right questions, and focus on measurable outcomes. As a commissioner, I would prioritize transparency, fiscal responsibility, and long-term planning to ensure Glendora's water system remains resilient and affordable.

7. Please state the reasons you are interested in filling this vacancy.

I am seeking appointment to the Glendora Water Commission because I care deeply about the future of our community and the essential role water plays in our daily lives.

Water is more than infrastructure — it supports our families, local businesses, schools, parks, and the overall quality of life that makes Glendora such a special place to live. Ensuring that our community continues to have safe, reliable, and affordable water requires thoughtful oversight and long-term planning. I would be honored to contribute to that responsibility.

8. Please briefly express your views regarding current and future development in Glendora:

Glendora is at an important point in balancing growth with preservation of the character and quality of life that residents value. I believe future development should be thoughtful, sustainable, and aligned with our city's infrastructure capacity — particularly water, transportation, and public services.

As our region faces ongoing drought cycles, climate variability, and rising costs, it is critical that any new development be evaluated not only for economic benefits, but also for long-term resource sustainability.

Growth should support local businesses and housing needs while ensuring that essential services, including water supply, remain reliable and affordable for existing residents. I also believe development decisions should reflect community input, environmental stewardship, and fiscal responsibility. Planning ahead — rather than reacting to shortages or infrastructure strain — will help Glendora maintain its small-town charm while responsibly preparing for the future.

My perspective is that smart growth, supported by sound planning and transparent communication, will allow Glendora to remain both vibrant and resilient for generations to come.

NADIA RACHEL HARDJADINATA • (562)472-7579 • HARDJADINATA.N.R@GMAIL.COM

PROFESSIONAL SUMMARY

Water resources manager with nearly 20 years of experience in regional water supply planning, policy development, and interagency coordination. Proven track record in administering large-scale technical and strategic programs exceeding $50 million annually, leading multidisciplinary teams, and aligning local resource initiatives with regional water management objectives. Experienced in budget administration, staff supervision, and Board-level engagement. Adept at developing and implementing policies, managing cost recovery and performance metrics, and leading collaborative planning processes across agencies.

WORK EXPERIENCE

Metropolitan Water District of Southern California — **Los Angeles, CA**

Water Resource Management

Senior Resource Specialist — ***March 2024 – Present***
Interim Team Manager — ***August 2023 – October 2023***
Resource Specialist — ***August 2019 – March 2024***

Program & Operations Management

- Administer multiple large-scale water resource programs, including the Local Resources Program (LRP), AVEK High Desert Water Bank Program, Bard Seasonal Fallowing Program, and several transfer/exchange agreements with budgets exceeding $50 million annually.
- Oversee forecasting, cost recovery, financial reconciliations, and audit compliance to ensure contractual performance and fiscal responsibility and contract performance.
- Expanded program models to evaluate program performances, identify data gaps, and implement operational improvements.
- Lead procurement, contract oversight, and consultant management processes under Request for Qualification (RFQ) procedures.
- Supervised and mentored professional staff, conducted performance feedback, and aligned work plans with departmental goals.

Strategic Planning & Policy Development

- Led efforts to evaluate program performance, identify operational improvements, and recommend policy refinements consistent with Board directives and Executive Management priorities.
- Participated in regional strategic planning efforts, including the Integrated Water Resources Plan (IRP), developing performance metrics and aligning local resource development with long-term imported supply strategies.
- Support executive management and the Board through preparation of policy analyses, staff reports, and recommendations on water supply initiatives and interagency agreements.

Stakeholder Engagement & Interagency Coordination

- Represented Metropolitan in negotiations with member agencies and partner utilities, resolving technical, policy, and contractual issues.
- Coordinated multi-agency workshops and facilitated collaborative planning sessions to promote regional resource integration.
- Built effective working relationships across internal departments (Legal, Engineering, Environmental) to develop and implement program agreements and compliance strategies.

Information Systems & Program Analytics

- Directed GIS and data management integration to enhance tracking and reporting of recycled water, stormwater, and groundwater recharge projects.

NADIA RACHEL HARDJADINATA • (562)472-7579 • HARDJADINATA.N.R@GMAIL.COM

WORK EXPERIENCE CONT.

- Applied quantitative and financial modeling to assess program yield, cost-effectiveness, and contribution to regional water supply reliability.

Associate Resource Specialist — ***September 2017 – August 2019***
Assistant Resource Specialist II — ***September 2015 – September 2017***

- Conducted annual production assessments and cost reconciliations for local resource projects under the LRP.
- Managed the On-Site Retrofit Program and administered USBR grant funding, ensuring compliance with technical and financial requirements.
- Co-developed Metropolitan's Stormwater Direct Use Pilot Program, defining goals, terms, and implementation strategies.
- Led GIS coordination for mapping and integrating regional recycled water projects.

Cucamonga Valley Water District — **Rancho Cucamonga, CA**
Assistant Engineer — ***July 2008 – September 2015***

- Successfully managed schedules and budgets for multiple consulting and construction projects, reviewing deliverables, conducting inspections, and ensuring compliance with technical specifications, codes, and regulatory standards.
- Prepared Requests for Proposals (RFPs), evaluated consultants and contractors, managed procurement, and processed invoices for various capital projects.
- Oversaw contract administration for a $40 million Water Treatment Plant upgrade, including RFIs, submittals, inspections, and inter-agency coordination.
- Conducted research and technical analyses for water and sewer infrastructure projects, preparing preliminary design reports, drawings, permits, cost estimates, and project schedules.
- Performed constructability reviews during design phases to minimize field issues and reduce costs; led post-construction studies to document lessons learned and apply improvements to future projects.
- Contributed to development of the District's Water Supply Master Plan, Recycled Water Master Plan, and Urban Water Management Plan.
- Secured $5 million in Proposition 50 grant reimbursements from the California Department of Public Health for Water Treatment Plant UV upgrades.
- Prepared and submitted over 50 approved Recycled Water Engineering Reports to the Department of Public Health, ensuring regulatory compliance and operational approvals.
- Researched, prepared, and submitted the District's Best Management Practice report to the California Urban Water Conservation Council, supporting statewide policy compliance.
- Drafted staff reports, Board letters, and technical/non-technical presentations to support decision-making by the General Manager and Board of Directors.
- Liaised with local, regional, and state agencies on water conservation, regulatory compliance, and emergency preparedness, building collaborative partnerships across multiple stakeholders.

EDUCATION

Master of Public Administration
University of Pennsylvania, Philadelphia, PA — May 2018

Bachelor of Science, Civil Engineering
California State Polytechnic University, Pomona, CA — June 2008

MARCH 8, 2028

APPLICATION FOR APPOINTMENT
TO CITY OF GLENDORA BOARDS AND COMMISSIONS

Requirements ☒ Yes ☐ No Active Until: ~~JUN. 2027~~

RECEIVED
JUN 09 2025
CLERK'S DATE STAMP
CITY CLERKS OFFICE
CITY OF GLENDORA

RECEIVED
MAR 06 2026
CITY CLERKS OFFICE
CITY OF GLENDORA

Appt'd On: Term:
Office #:
☐ Full ☐ Unexpired (M/D/YY – 6/30/YY)

Submittal Requirements (Completed Application must contain the following)
☐ Completed, signed application ☐ Three (3) references with contact information

Instructions (Please Type or Print Clearly)

All requested information must be furnished on the application itself. Resumes, attachments and other supporting documentation may be included but cannot be substituted for an application form. It is important that you answer all questions on your application fully and accurately. If additional space is needed to answer questions, attach additional sheets. In addition, a separate application must be submitted for each advisory body to which you seek appointment. **Applications received after the deadline will be kept on file for future vacancies.**

Information Sheet

1. Board, Commission or Committee being applied for: Water Commission

   Are you currently a City of Glendora Commissioner? ☐ Yes ☒ No If yes, Commission Name: _____

2. Name: Hernandez, Emily Beth
   (Last) (First) (Middle)

   Residential Address: [redacted]

   Phone Number: [redacted] (Required) Email: [redacted] (Required)

   Are you a registered voter within the City of Glendora? ☒ Yes ☐ No
   (If you have questions about your registration status, please contact the Los Angeles Registrar of Voters at (800) 815-2666)

   Do you currently reside within the incorporated City limits? ☒ Yes ☐ No If so for how long? 4 years

Required if applying for BID:

Business Name: _____ Occupation: _____

Business Address: _____

Phone Number: _____ (Required) Email: _____ (Required)

3. Occupation and Place of Employment: Charter Oak Unified School District

4. Have you ever been a member of any City Board or Commission, or employed by the City of Glendora? If Yes, in what capacity? When? ☐ Yes ☒ No

   Do you have any relatives currently working for the City of Glendora? ☐ Yes ☒ No
   If Yes, please list name(s), relationship and department: _____

5. List Community/Professional Organizations in which you hold active membership(s). In addition, please list any positions of responsibility held:

6. Please state your reasons as to why your background and/or experience makes you a suitable candidate for appointment to this position:

   I bring nine years of professional water utility experience and have a strong understanding of water quality, distribution systems, conservation practices, and environmental affairs. I'm deeply committed to sustainable water management and public service and would be honored to contribute my expertise to the City of Glendora.

Appling for: Water Commission **Applicant Name:** Er amandez

7. Please state the reasons you are interested in filling this vacancy:

Although I have lived in Glendora for only four years, I have considered it my community for more than a decade. I am eager to give back in a meaningful way and believe I can contribute most effectively through service on the Water Commission. Water policy, resource management, planning, and treatment are complex and vital issues. While I am not an expert in every facet of the field, my experience as an External Communications Manager for a water

8. Please briefly express your views regarding current and future development in Glendora:

I support thoughtful and responsible development in Glendora, growth that aligns with our community's needs and long-term sustainability. As we live in a drought-prone state, it is critical that any future development is carefully balanced with our ability to provide reliable water resources to all residents. While recent rainfall has been encouraging, we must plan with the understanding that drought conditions will return. I have seen firsthand the challenges

9. References

1. Yvonne Kingman — Phone No.: [redacted]
   Name
2. Tomoko Toland — Phone No.: [redacted]
   Name
3. Lori Mikesell — Phone No.: [redacted]
   Name

*Letters of Recommendation may be attached to application, but cannot be substituted in lieu of the requested references name and contact information.

10. **DISCLOSURE AND REGULATORY REQUIREMENTS**

Conflict of Interest Disclosure - In compliance with state law, appointed officials may be required to file a Statement of Economic Interests upon appointment to office, and annually thereafter.

I, acknowledge, that if appointed I may be required to make information available as to any potential conflict of interest arising from my business/affiliations where that affiliation or business may be doing business with the City of Glendora, or any decisions taken by the City of Glendora that may influence that business or affiliation. The City Clerk will provide appointees with the filing form and instructions. [redacted] Initials

Attendance (GMC §2.18.100) - Board/Commission/Committee members are required to attend meetings on a regular basis, and may be removed if a member does not attend three consecutive regularly scheduled meetings. If appointed, I confirm that I will be able to attend meetings regularly and devote the time necessary to fulfill my duties as a member. [redacted] Initials

Mandatory Ethics Training (Government Code §53234) - In compliance with state law, if appointed I agree to complete an approved AB1234 Ethics Training seminar within one year of appointment and agree to maintain my compliance throughout my entire term in office. [redacted] Initials

Affidavit of Residency - I declare, under penalty of perjury, that I am a resident within the incorporated City of Glendora city limits. [redacted] Initials

* Not Required for Business Improvement District Advisory Board.

11. I, the undersigned, certify that the foregoing information is true and correct and that I am sincerely interested in serving in this position for the City of Glendora.

Furthermore, I, the undersigned, acknowledge that this application qualifies as a public record and that all information furnished on the application itself and any supporting documents attached hereto will be treated as a public record and I, theref[redacted]privacy of the information furnished.

[redacted] 5/3/2025
Date

Required for Water Commission Applicants Only:

12. I, t[redacted]n a customer of the City of Glendora's Water Division.

[redacted]re 5/3/25
Date

Completed applications should be returned to the City Clerk's Office, 116 East Foothill Boulevard, Glendora, CA 91741.

FOR INTERNAL USE ONLY

1/9/25 + 3/10/26

Verification Completed: ☒ Yes ☐ No Issues: N/A

☒ [redacted] Residency Verified (Incorporated Area)
☒ Registered to Vote Verified
☒ Water Division Customer (WC Applicants Only)

BID Applicants Only
☐ Active/Current Business Owner in BID
☐ BL Verified:
☐ Current with payment of Charges/Assessment.

Notes: APPLICATION RECEIVED FOR THIS RECRUITMENT

APPLICATION FOR APPOINTMENT
TO CITY OF GLENDORA BOARDS AND COMMISSIONS

Requirements Met: ☒ Yes ☐ No Active Until: 2/25/26 (Active for 2 years)

RECEIVED

FEB 25 2026

CLERK'S DATE STAMP

CITY CLERKS OFFICE
CITY OF GLENDORA

Appt'd On: Term: (Ex: PC,WC)

Office #: ☐ Full ☐ Unexpired (M/D/YY - 6/30/YY)

Submittal Requirements (Completed Application must contain the following)

☒ Completed, signed application ☒ Three (3) references with contact information

Instructions (Please Type or Print Clearly)

All requested information must be furnished on the application itself. Resumes, attachments and other supporting documentation may be included but cannot be substituted for an application form. It is important that you answer all questions on your application fully and accurately. If additional space is needed to answer questions, attach additional sheets. In addition, a separate application must be submitted for each advisory body to which you seek appointment. **Applications received after the deadline will be kept on file for future vacancies.**

Information Sheet

1. Board, Commission or Committee being applied for: Water Commission

   Are you currently a City of Glendora Commissioner? ☒ Yes ☐ No If yes, Commission Name: _____

2. Name: Farrar, Eric Louis
   (Last) (First) (Middle)

   Residential Address: [redacted]

   Phone Number: [redacted] (Required) Email: [redacted] (Required)

   Are you a registered voter within the City of Glendora? ☒ Yes ☐ No
   (If you have questions about your registration status, please contact the Los Angeles Registrar of Voters at (800) 815-2666)

   Do you currently reside within the incorporated City limits? ☒ Yes ☐ No If so for how long? _____

Required if applying for BID:

Business Name: _____ Occupation: _____

Business Address: _____

Phone Number: _____ (Required) Email: _____ (Required)

3. Occupation and Place of Employment: Business Development Representative, SMART Local 105

4. Have you ever been a member of any City Board or Commission, or employed by the City of Glendora? If Yes, in what capacity? When? ☐ Yes ☒ No _____

   Do you have any relatives currently working for the City of Glendora? ☐ Yes ☒ No
   If Yes, please list name(s), relationship and department: _____

5. List Community/Professional Organizations in which you hold active membership(s). In addition, please list any positions of responsibility held:

   Sheet Metal Workers (SMART) Local 105

6. Please state your reasons as to why your background and/or experience makes you a suitable candidate for appointment to this position:

   I serve as a Business Development Representative with Sheet Metal Workers (SMART) Local 105, based in Glendora. My professional experience gives me a practical understanding of how water infrastructure projects are planned, funded, and executed. My background in construction compliance and infrastructure development, combined with my long-term residency and commitment to the city, position me to thoughtfully contribute to the Water Commission. I have also been actively involved in the community recruiting and coordinating dozens of volunteers to help pack 30,000 meals for Shepherd's Pantry, installed the Glendora Field of Valor throughout the city including City Hall, contributing to the Glendora Christmas Parade, and supporting other local efforts.

Appling for: Water Commission **Applicant Name:** Eric Louis Farrar

7. Please state the reasons you are interested in filling this vacancy:
I am interested in serving on the Water Commission because water policy and infrastructure are essential to the future of city. As a long-time resident, I want to contribute to decisions that ensure our water system is affordable and resilient for users. Water governance requires thoughtful oversight, balancing fiscal responsibility and infrastructure needs.

8. Please briefly express your views regarding current and future development in Glendora:
Glendora's growth should be thoughtful and balanced, preserving the character of our community while ensuring infrastructure, especially supply and system capacity keeps pace with development. However, Future projects should prioritize sustainability, conservation, and long-term fiscal responsibility so that growth does not overburden existing residents.

9. References

1. Dennis Franklin (Name) Phone No.: [redacted]
2. Bob Kuhn (Name) Phone No.: [redacted]
3. Mike Bell (Name) Phone No.: [redacted]

*Letters of Recommendation may be attached to application, but cannot be substituted in lieu of the requested references name and contact information.

10. **DISCLOSURE AND REGULATORY REQUIREMENTS**

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Mandatory Ethics Training (Government Code §53234) - In compliance with state law, if appointed I agree to complete an approved AB1234 Ethics Training seminar within one year of appointment and agree to maintain my compliance throughout my entire term in office. [redacted] Initials

Affidavit of Residency - I declare, under penalty of perjury, that I am a resident within the incorporated City of Glendora city limits. [redacted] Initials

* Not Required for Business Improvement District Advisory Board.

11. I, the undersigned, certify that the foregoing information is true and correct and that I am sincerely interested in serving in this position for the City of Glendora.

Furthermore, I, the undersigned, acknowledge that this application qualifies as a public record and that all information furnished by myself and any supporting documents attached hereto will be treated as a public record and I, thereby waive any rights to privacy of the information furnished.

[redacted] 02/25/26
Applicant's Signature Date

Required for Water Customer Applicants Only:

12. I, the undersigned, am a customer of the City of Glendora's Water Division.

[redacted] 2/25/26
Signature Date

Completed applications should be returned to the City Clerk's Office, 116 East Foothill Boulevard, Glendora, CA 91741.

FOR INTERNAL USE ONLY

Verification Completed: ☒ Yes ☐ No Issues:

☒ [redacted] Residency Verified (Incorporated Area)
☒ Registered to Vote Verified
☒ Water Division Customer (WC Applicants Only)

BID Applicants Only
☐ Active/Current Business Owner in BID
☐ BL Verified:
☐ Current with payment of Charges/Assessment.

Notes:

APPLICATION FOR APPOINTMENT
TO CITY OF GLENDORA BOARDS AND COMMISSIONS

Requirements Met: ☒ Yes ☐ No Active Until: FEB 26 2028 (Active for 2 years)

RECEIVED

FEB 26 2026

CLERK'S DATE STAMP

CITY CLERK'S OFFICE
CITY OF GLENDORA

Appt'd On: Term: (Ex.: PC,WC)

Office #: (M/D/YY – 6/30/YY)

☐ Full ☐ Unexpired

Submittal Requirements (Completed Application must contain the following)

☒ Completed, signed application ☒ Three (3) references with contact information

Instructions (Please Type or Print Clearly)

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Information Sheet

1. Board, Commission or Committee being applied for: Water Commission

   Are you currently a City of Glendora Commissioner? ☐ Yes ☒ No If yes, Commission Name: _____

2. Name: Lambertson (Last) Thom (First) Blaine (Middle)

   Residential Address: [redacted]

   Phone Number: [redacted] (Required) Email: [redacted] (Required)

   Are you a registered voter within the City of Glendora? ☒ Yes ☐ No

   (If you have questions about your registration status, please contact the Los Angeles Registrar of Voters at (800) 815-2666)

   Do you currently reside within the incorporated City limits? ☒ Yes ☐ No If so for how long? 42 years

   Required if applying for BID:

   Business Name: _____ Occupation: _____

   Business Address: _____

   Phone Number: _____ (Required) Email: _____ (Required)

3. Occupation and Place of Employment: Principal Engineer - Water and Sewer Utilities, City of Ontario

4. Have you ever been a member of any City Board or Commission, or employed by the City of Glendora? If Yes, in what capacity? When? ☒ Yes ☐ No Registered Associate Civil Engineer (2018 - 2020)

   Do you have any relatives currently working for the City of Glendora? ☐ Yes ☒ No

   If Yes, please list name(s), relationship and department: _____

5. List Community/Professional Organizations in which you hold active membership(s). In addition, please list any positions of responsibility held:

   Project Management Institute (PMP)
   Church of the Open Door
   Umpire - Glendora Little League

* 6. Please state your reasons as to why your background and/or experience makes you a suitable candidate for appointment to this position:

   * See attachment

Appling for: Water Commission **Applicant Name:** Thom Lambertson

7. Please state the reasons you are interested in filling this vacancy:

I read that there is a vacancy and it is my desire to fulfill a service role for the benefit of the community. I think my past experience has prepared me well for this role and that I have much to offer. Water is an essential resource and it's always going to be a sensitive and essential topic in California. It's important that we examine all available options to maintain

8. Please briefly express your views regarding current and future development in Glendora: *SEE ATTACHMENT

I grew up at a time that Glendora was primarily a bedroom/residential community. While I still value that past, changing conditions and circumstances require that we adapt to ensure we are well prepared for challenges that lie ahead. I believe we need to balance environmental and cultural protection with commercial, industrial, and residential development. Honoring

9. References *SEE ATTACHMENT

1. Robert Gray (Name) Phone No.: [redacted]
2. Mark Davis (Name) Phone No.: [redacted]
3. Michael Allawos (Name) Phone No.: [redacted]

*Letters of Recommendation may be attached to application, but cannot be substituted in lieu of the requested references name and contact information.

10. **DISCLOSURE AND REGULATORY REQUIREMENTS**

Conflict of Interest Disclosure - In compliance with state law, appointed officials may be required to file a Statement of Economic Interests upon appointment to office, and annually thereafter.

I, acknowledge, that if appointed I may be required to make information available as to any potential conflict of interest arising from my business/affiliations where that affiliation or business may be doing business with the City of Glendora, or any decisions taken by the City of Glendora that may influence that business or affiliation. The City Clerk will provide appointees with the filing form and instructions. [redacted] Initials

Attendance (GMC §2.18.100) - Board/Commission/Committee members are required to attend meetings on a regular basis, and may be removed if a member does not attend three consecutive regularly scheduled meetings. If appointed, I confirm that I will be able to attend meetings regularly and devote the time necessary to fulfill my duties as a member. [redacted] Initials

Mandatory Ethics Training (Government Code §53234) - In compliance with state law, if appointed I agree to complete an approved AB1234 Ethics Training seminar within one year of appointment and agree to maintain my compliance throughout my entire term in office. [redacted] Initials

Affidavit of Residency - I declare, under penalty of perjury, that I am a resident within the incorporated City of Glendora city limits. [redacted] Initials

* Not Required for Business Improvement District Advisory Board.

11. I, the undersigned, certify that the foregoing information is true and correct and that I am sincerely interested in serving in this position for the City of Glendora.

Furthermore, I, the undersigned, acknowledge that this application qualifies as a public record and that all information furnished on the application itself and any supporting documents attached hereto will be treated as a public record and I, therefore, waive any perceived rights to privacy of the information furnished.

[redacted] Applicant's Signature 2/25/2026 Date

Required for Water Commission Applicants Only:

12. I, the undersigned, certify that I am a customer of the City of Glendora's Water Division.

[redacted] 2/25/26 Date

Completed applications should be returned to the City Clerk's Office, 116 East Foothill Boulevard, Glendora, CA 91741

FOR INTERNAL USE ONLY

Verification Completed: ☒ Yes ☐ No Issues: N/A

- ☑ [redacted] Residency Verified (Incorporated Area)
- ☑ Registered to Vote Verified
- ☑ Water Division Customer (WC Applicants Only)

BID Applicants Only
- ☐ Active/Current Business Owner in BID
- ☐ BL Verified:
- ☐ Current with payment of Charges/Assessment.

Notes:

6. Please state your reasons as to why your background and/or experience makes you a suitable candidate for appointment to this position:

I have worked in civil engineering design, construction, inspection/oversight, and management, with an emphasis on water and sewer system for almost all of my 25+ years in the industry. As I currently work for the City of Ontario's utility department (Ontario Municipal Utilities Company) as the Principal Engineer for Planning, I am involved in the management and operation of similar systems as the City of Glendora maintains and operates. I also worked at the City of Glendora for 2 years as an engineer and gained insight into the City's specific needs and regulatory challenges. As a Glendora resident my whole life (except for about 5 years that I worked in San Diego as a utilities engineer after graduating college), this community has deep value and meaning to me. It is my desire to see Glendora thrive and live up to its title as the Pride of the Foothills. I believe my technical experience and personal investment are a valuable combination to serve as a commissioner on this committee.

7. Please state the reasons you are interested in filling this vacancy:

I read that there is a vacancy and it is my desire to fulfill a service role for the benefit of the community. I think my past experience has prepared me well for this role and that I have much to offer. Water is an essential resource and it's always going to be a sensitive and essential topic in California. It's important that we examine all available options to maintain and build a reliable source of water and distribution system while considering the economic, social, and regulatory forces that may limit opportunity. Ideally, I hope that to provide strong insights and recommendations for the City Council to consider as they balance the many needs of the community.

8. Please briefly express your views regarding current and future development in Glendora:

I grew up at a time that Glendora was primarily a bedroom/residential community. While I still value that past, changing conditions and circumstances require that we adapt to ensure we are well prepared for challenges that lie ahead. I believe we need to balance environmental and cultural protection with commercial, industrial, and residential development. Honoring the past while enhancing the future.

We should embrace technological advances and innovation, looking to all available options to replace aging infrastructure with reliable and sustainable products. However, limited resources must be maximized. As a leader in asset management, I am well aware we can't do everything all at once. I believe we need to prioritize resources based on maximizing benefits and meeting essential functions. Once that is achieved, we can focus

on lower priorities and desires. However, those should all be planned out so there is cohesion to these long-term efforts.

At this time, water treatment is likely to be a top priority, as is replacing old, leaking infrastructure. Securing resilient sources of water supply is also a top priority as competition is ongoing and sure to worsen. Cost, water conservation, and environmental justice is important based on regulatory movements and equality, however we need to balance what we can feasibly achieve with tangible needs like water treatment and replacing aging infrastructure which will adversely impact everyone if they are not addressed in proper order.

UPDATE OF UNSCHEDULED VACANCY ON WATER COMMISSION, OFFICE NO. 3

CITY CLERK'S OFFICE

CITY COUNCIL

MARCH 24, 2026

ROXANNE BRECEDA, DEPUTY CITY CLERK/RECORDS MANAGER

EXECUTIVE SUMMARY

- The City Clerk's Office received notice of resignation from Water Commissioner Justin Nakano, creating an unscheduled vacancy for Water Commission, Office No. 3, with a term expiring on June 30, 2029.

- A Notice of Unscheduled Vacancy was posted to the City bulletin boards, website, and advertised in the San Gabriel Valley Examiner specifying that applications will continue to be accepted until the position is filled.

- The original application deadline was February 10, 2026; however, the notice specifies that applications will continue to be accepted until the position is filled.

RECRUITMENT

- Following the 2025 Water Commission recruitment process for the annual scheduled vacancies, four applications remained on file. The City Clerk's Office contacted those applicants to confirm continued interest in serving.

- Of the four applications on file; one applicant formally declined consideration, one applicant requested consideration, and as of writing this report, the remaining two applicants have not yet responded to staff's inquiry. In addition, three new qualified applications were received.

APPLICATIONS RECEIVED

- The following are requesting consideration to fill the unscheduled vacancy on the Water Commission, Office No. 3:

Applicant	Status
Emily Hernandez	On file, confirmed interest
Nadia Hardjadnata	New
Eric Farrar	New
Thom Lambertson	New
Michael Baron	On file, pending confirmation of interest
Diana Offen	On file, pending confirmation of interest
Jenny Chan	On file, declined interest in re-applying

NEXT STEPS FOR CITY COUNCIL CONSIDERATION

- Option 1 – Schedule Interviews
  Direct staff to schedule interviews with the qualified applicants at a Special Meeting.

- Option 2 – Provide Alternative Direction
  Provide other direction to staff as deemed appropriate.

STAFF REPORT

TO:	**Mayor and Council Members**	**DATE:**	**March 24, 2026**
FROM:	**City Manager**	**DISTRICT(S):**	**Citywide**
SUBJECT:	**Consideration of a Resolution adopting an updated legislative platform to be used as the background to review proposed legislation and requests for support/opposition**		

RECOMMENDATION
That the City Council:

1. Review and approve the FY 2025-2027 State and Federal Legislative Platform; and
2. Adopt a City Council Resolution entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENDORA ADOPTING AN AMENDED ADMINISTRATIVE POLICY FOR A LEGISLATIVE ADVOCACY PROGRAM."

STRATEGIC FOCUS AREAS
Not Applicable.

EXECUTIVE SUMMARY
This report presents the proposed FY 2025–2027 State and Federal Legislative Platform and an amended Administrative Policy for the City's Legislative Advocacy Program for City Council review and adoption.

The Legislative Platform establishes the City of Glendora's legislative priorities and policy positions to guide advocacy efforts at the regional, state, and federal levels. The platform aligns with the City's 2025–2027 Strategic Plan and provides direction to City staff and legislative advocates when engaging with policymakers and responding to legislation that may impact the City and its residents.

The proposed amendments to the Administrative Policy clarify the annual review process for the Legislative Platform, outline distribution requirements following Council adoption, and authorize the City Manager or their designee to prepare letters supporting or opposing legislation when consistent with the adopted platform. These updates are intended to streamline the City's legislative advocacy process and enable the City to respond to legislative matters in a timely and effective manner.

LEGISLATIVE HISTORY / PREVIOUS ACTIONS
The City's current Legislative Advocacy Program was adopted by the City Council in December 2019 (Attachment A). The previous policy governing legislative advocacy was adopted in September 2013.

DISCUSSION
Legislative Advocacy Program
The purpose of the legislative platform is to provide a means for summarizing and communicating the City's core legislative principles for the purpose of advocacy efforts at the regional, state and federal level. Recognizing the importance of promoting City priorities and legislative initiatives, the proposed legislative platform (Attachment B) was developed to be consistent with the City's 2025-2027 Strategic Plan, which focuses on:

- SubURBAN Living
- Glendora as a Destination
- New + Revitalized Facilities
- Sustainable Infrastructure
- Staff + Technology

The legislative platform sets forth the City's legislative objectives for the current legislative session and provides direction for the City's legislative advocates as they work to secure clear and strategic initiatives in Los Angeles County, Sacramento and Washington, D.C. Approval of the legislative platform also streamlines the City's process and allows the City's executive team to quickly respond and take decisive action on pressing legislation consistent with City Council direction. Overall, the main legislative guiding principals of the proposed legislative platform remain the same:

- Preserve and Enhance Local Control
- Maintain Fiscal Responsibility
- Promote Economic Development and Infrastructure
- Public Safety
- Regional Collaboration

Legislative Advocacy Policy
In an effort to further streamline the legislative advocacy process, staff has proposed an amended Administrative Policy (Attachment C). The proposed amendments clarify the annual review process, outline distribution requirements following Council adoption, and authorize the City Manager or designee to make non-policy administrative updates and prepare letters supporting or opposing legislation consistent with the adopted platform.

Pursuant to the policy, annually, the City Manager or their designee, in consultation with the Mayor and Mayor Pro Tem will determine if material updates are needed to the City's Legislative Platform for consideration by the City Council. Input is also received, as needed, by the City's Boards/Commissions, Department Directors, Mayor and Mayor Pro Tem.

Upon adoption by the City Council:

1. The Legislative Platform will be posted to the City's website, under Legislative Advocacy Correspondence.
2. The Legislative Platform will be sent to the League of California Cities for posting on their website.
3. The Legislative Platform will be sent to all other applicable parties, including the City's legislative advocacy firm, if applicable.
4. Non-policy related administrative updates to the Legislative Platform and associated materials may be made by the City Manager or their designee.

The City Manager or their designee is authorized to prepare letters supporting or opposing legislation on behalf of the City in two areas:

1. When the City's Legislative Platform provides clear guidance on the stance of the City.
2. When requested by an organization where the City of Glendora is a member agency and has appointed a City Council Member or City staff member: *League of California Cities; San Gabriel Valley Council of Governments, Independent Cities; Contract Cities; San Gabriel Valley Economic Partnership; Glendora Chamber of Commerce; Gold Line Construction Authority; Foothill Transit; and San Gabriel Water Association.*

The policy recognizes that preparing a letter of support or opposition does not necessarily indicate that every individual member of the City Council shares the same opinion on proposed legislation. Any action to support or oppose proposed legislation, reflects the overall views of the City Council as a governing body, rather than the position of any individual Councilmember. Additionally, such action does not represent the individual views of any single staff member.

Specifically, any Councilmember may express their personal views as an individual Councilmember, provided they clearly identify those views as their personal opinion and not the official position of the City. Similarly, City staff members may express their personal views as a private citizen, provided those views are clearly identify as personal opinion and not the position of the City.

FISCAL IMPACT
There is no fiscal impact associated with the recommendations in this report.

ENVIRONMENTAL DETERMINATION
There are no CEQA impacts associated with the recommendations in this report.

Prepared By:	Rose Mecca, Executive Assistant
Concurs With:	Not Applicable
Reviewed By:	Adam Raymond, City Manager
Certified to Availability of Funds:	Not Applicable
Approved By:	Adam Raymond, City Manager
Legal Review:	Danny Aleshire, City Attorney
CEQA Review:	Not Applicable

Attachments

A. Current Legislative Platform
B. Proposed Legislative Program (FINAL).pdf
C_Resolution.pdf
D. Legislative Admin Policy Redline Version
E. Legislative Admin Policy 1.12 Clean Version (Exhibit A of Resolution)
F_Presentation.pdf

CITY OF
GLENDORA

FY2019/2020
STATE
AND
FEDERAL
LEGISLATIVE
PLATFORM

CITY OF GLENDORA
INDUSTRY
AGRICULTURE
RESIDENTIAL
INCORPORATED 1911

FY 2019-2020 State and Federal Legislative Platform

City of Glendora

Judy M. Nelson, Mayor

Michael Allawos, Pro Tem

Karen K. Davis, City Council Member

Mendell Thompson, City Council Member

Gary Boyer, City Council Member

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INTRODUCTION

The purpose of the legislative platform is to provide a means for summarizing the City's core legislative principles for the purpose of advocacy efforts at the regional, state and federal level. Recognizing the importance of promoting City priorities and legislative initiatives, the legislative platform is developed to be consistent with the City's 2019-2022 Strategic Plan, which focuses on:

- Increased financial stability and sustainability.
- Enhancement and modernization of the City.
- Improved City infrastructure and facilities.
- Implementation of strategic economic development.
- Enhanced employee development and retention.

The legislative platform sets forth the City's legislative objectives for the current legislative session and provides direction for our legislative advocates as they work to secure clear and strategic initiatives in Los Angeles County, Sacramento and Washington, D.C. Approval of the legislative platform also streamlines the City's process and allows the City's Executive team to quickly respond and take decisive action on pressing legislation under City Council direction (Appendix B - Legislative Advocacy Policy).

The City Manager's Office will annually update the Legislative Platform, taking into account new issues or priorities as they relate to Glendora and its municipal interests. Input on the Legislative Platform is received from the City's legislative advocacy partners, Board/Commissions, Mayor, Mayor Pro Tem and Department Heads.

The City of Glendora primarily supports preserving local control, financial sustainability, public safety and quality of life. Each year the City will use these Guiding Legislative Principles to tackle urgent needs, such as funding critical infrastructure projects, addressing homelessness issues, keeping our City safe, living with wildlife, and maintaining and enhancing the quality of life our residents have come to enjoy.

Many hot topics and urgent needs will be shared by more than one City Department. As such, the State and Federal Legislative Platform is organized by department, which allows each department head to easily analyze proposed legislation and how that relates to the City's Guiding Legislative Principles and applicable hot topics and/or urgent needs. Appendix C has been added for individuals who would like to view the priorities by type, instead of by department."

GUIDING LEGISLATIVE PRINCIPLES

Preserve and Enhance Local Control

Cities are voluntarily created by the residents of a community to provide local self-government and to make decisions at a local level to best meet the needs of the community. Each community has unique needs and characteristics that are best met by policies set by its local governing body. Glendora supports measures that preserve and protect the City's local authority to enact policy pertaining to local affairs and opposes measures that seek to preempt local control without the concurrence of the City.

Maintain Fiscal Responsibility

Glendora supports measures that promote fiscal stability, predictability and financial independence at the local level. Further, Glendora supports efforts that preserve and promote the City's ability to work with its community to maintain and grow its revenue base. Glendora opposes measures that place unfunded mandates upon the City or measures that diminish the City's revenue sources that are required to maintain critical services, including efforts to shift local funds to the County, State or Federal Governments.

Promote Economic Development and Infrastructure

The City of Glendora incorporated more than 100 years ago and supports legislation that provides funding for critical infrastructure, including streets, congestion mitigation measures, and transit oriented development while maintaining local control over land use. Glendora also supports legislation and regulatory streamlining initiatives that would enhance the City's ability to attract and retain businesses as well as encourage business expansion and job retention.

Public Safety

Public safety is of paramount importance to the City of Glendora. Glendora supports legislation that arrange for front-line funding for extra police services as a result of state-mandated criminal justice realignment provisions which allowed for the early release of state prisoners. Additionally, Glendora supports legislation that would provide direct funding and alternative avenues of health care to local first response agencies to adequately address behavioral health issues.

Regional Collaboration

Glendora strives to be a leader and influencer in the San Gabriel Valley. The City supports opportunities to work collaboratively with local and regional partners on areas of mutual interest, such as homelessness, water, pension, housing and living with wildlife. Additionally, Glendora is a strong advocate for maintaining strong relationships with other municipalities, local transportation agencies, special districts, regional government agencies, local elected officials, school districts, and college boards.

DEPARTMENTAL POLICY STATEMENTS

General Government (City Manager, City Council, City Clerk, and City Attorney)

The legislative principles for the purpose of advocacy efforts as they relate to the City Manager, City Council, City Attorney and City Clerk office are as follows:

Preserve and Enhance Local Control

- Support efforts that are consistent with the doctrine of local control which streamlines and simplifies the ability of a city to control its own affairs, especially in the areas of police powers, local elections, land use planning, and public safety. Oppose preemption of local authority.
- Support measures that preserve the integrity and fundamentals of the Brown Act while opposing measures that would constrain communication among staff and local officials.
- Support measures that promote transparency, public participation and first amendment rights, while preserving procedures that continue to foster efficient government proceedings.
- Support measures increasing local autonomy, protecting privacy and maintaining our authority over public records. This includes measures that provide for the recovery of costs with regard to public records requests.
- Support efforts to amend rules that limit and restrict local governments' ability to achieve greater transparency of governmental business by improving the platform in which agencies can publish and advertise notices, resolutions, orders, or other matters required by law.

Maintain Fiscal Responsibility

- Oppose any state or federal unfunded mandates; those which do not provide for the direct or indirect reimbursement for the costs associated with complying with new and/or modified laws, regulations, policies, procedures, permits and/or programs.

Public Safety

- Support well balanced legislation that promotes preventative measures to prevent impacts from natural disasters such as earthquakes and fires, including vegetation management, seismic building retrofits and higher levels of wildfire structural resilience.
- Advocate for legislation that will support our local police department including legislation that addresses use of force concerns; supports funding for homeless and mental health outreach; provides local control over cannabis rules and enforcement; and continues to raise awareness regarding the deficiencies of Prop 47/Prop 57 with strategies to fix those deficiencies.

Regional Collaboration

- Support state and regional collaborations that seek to address homelessness as well as grant programs that provide direct funding to cities in order to implement local strategies.
- Proactively support and advocate for initiatives, partnerships, funding, and programs to ensure veterans and their families have access to holistic services and resources including, but not limited to: physical and mental health, affordable housing, employment, and education.

COMMUNITY DEVELOPMENT, ECONOMIC DEVELOPMENT & TRANSPORTATION

The legislative principles for the purpose of advocacy efforts as they relate to Community Development, Economic Development and Transportation are as follows:

Preserve and Enhance Local Authority

- Monitor land use issues and support measures that preserve local control over planning and zoning matters, including but not limited to housing development standards; parking standards; massage establishments; the banning or regulating of marijuana; the establishment and placement of group homes or sober living homes; development standards of accessory dwelling units; and telecommunication, broadband and infrastructure operations.
- Support measures that provide municipalities with increased input in the development of the Regional Housing Needs Assessment (RHNA).
- Oppose air quality legislation that restricts the land use authority of cities.

Maintain Fiscal Responsibility

- Support continued or expanded funding as well as the expansion of the eligibility and allowable uses of the funding for the Community Development Block Grant (CDBG) program administered by the U.S. Department of Housing and Urban Development.
- Seek, promote, and implement any new or alternative approaches that may replace redevelopment funding mechanisms that deliver positive benefits to Glendora.

Promote Economic Development and Infrastructure

- Support measures and grants that provide increased funding without loss of land use control for housing programs within the City, including incentives for affordable housing; amended Federal and State Low-Income Housing Tax Credit Programs; and private sector investment in housing projects.
- Support legislation that provides tangible and productive tools and incentives to support job creation and retention, including job training and workforce development programs.
- Support legislation that enhances the City's efforts to attract new businesses and retain and promote the successes of existing local businesses.
- Support legislation that expands transportation planning, funding, and voluntary incentives to include alternative modes of transportation, transportation demand management systems, an increasingly multi-modal perspective focusing on transit, alternative fuel vehicles, fleets, pedestrian ways, bikeways, multi-use trails and parking.

Regional Collaboration

- Support legislation that encourages regional and sub-regional entities to incorporate locally acceptable planning and urban design strategies developed in consultation with local governments, especially when those plans are tied to funding allocations.

COMMUNITY SERVICES AND LIBRARY

The legislative principles for the purpose of advocacy efforts as they relate to Community Services and the Library are as follows:

Maintain Fiscal Responsibility

- Support legislation that establishes funding for the development and rehabilitation of parks, libraries, public right of ways, and similar neighborhood and community serving facilities.
- Support efforts to provide an expedited process for the fair distribution of State bond funds and other grant opportunities.
- Oppose action that reduces or depletes services and funding sources created to enhance the community's varying needs, including library programming.

Promote Economic Development and Infrastructure

- Support legislation that will help provide residents with safe, accessible services and facilities.
- Support legislation that promotes content and service accessibility, competition, and consumer protection in the online and networked world.
- Advocate for libraries as sites of learning, where protected content will be continually available, distributed, used, and preserved to further knowledge, fostering the Constitutional purpose of the law “to advance the progress of science and the useful arts” to benefit the public.
- Defend policies that ensure meeting facilities and exhibit space should be made available to members of a community on "an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use."

Public Safety

- Support legislation and funding for youth related prevention and intervention programs, including after school educational and recreational programs.
- Advocate for, educate about, and protect people’s privacy, safeguarding all library use data, including personally identifiable information
- Support legislation that promotes libraries as centers for early education, literacy, career support, services for vulnerable populations and other educational programs that benefit a wide range of community members.

Regional Collaboration

- Advocate for new homelessness initiative funding and fair homelessness funding formulas that acknowledge tax burdens, local planning, and storage/cleaning needs.
- Support initiatives that leverage City and school partnerships that enhance neighborhood school sites as key City amenities.
- Support legislation and local, state, and federal programs that employ evidence-based best practice strategies to reduce the number of people experiencing homelessness by: preventing homelessness for those at-risk; providing emergency and transitional housing; expanding affordable permanent housing; and promoting self-empowerment through counseling, job training, and other supportive services.

FINANCE | HUMAN RESOURCES

The legislative principles for the purpose of advocacy efforts as they relate to Finance and Human Resources are as follows:

Preserve and Enhance Local Authority

- Oppose any legislation that would make local agencies more dependent on the State for financial stability and policy direction.
- Oppose legislation that undermines and preempts local authority over local taxes and fees.
- Oppose measures that would mandate upon local governments any additional and costly program for employee benefits without local control.
- Continue to influence, where necessary and applicable, any future efforts that may impact local government's ability to achieve and/or maintain sustainable pensions.
- Oppose efforts which reduce local control over public employee disputes and impose the regulations of an outside agency.

Maintain Fiscal Responsibility

- Oppose legislation that would impose unfunded mandates and support full cost reimbursement to the City for all federal, state and county-mandated programs.
- Support legislation that strengthens and expands ongoing revenue for the City; Oppose any change in revenue allocations that would negatively (current or future) affect local government.
- Support legislation that changes the allocation of sales tax for online purchases from the county pool and reallocates it to the City where the purchase is made.
- Engage and advocate for legislation or ballot measures to prevent the State from borrowing, raiding or otherwise redirecting local government funds such as local, property and sales taxes.
- Continue to promote increased flexibility for the utilization of municipally generated revenues (i.e. – Public Education and Government fee, Utility Users Tax, Development Impact Fees, etc.).
- Oppose efforts that would significantly alter Proposition 13 and the tax benefits that are currently provided to residents and businesses.
- Monitor State and Federal efforts to manage the rising cost of health insurance through legislation and urge officials to fully consider the financial impact on local governments.
- Oppose efforts to legislate changes in how the California Public Employee Pension System invests its assets if the proposed changes will result in a loss of funds
- Support reform measures that provide sustainable and secure public pensions and other post-retirement benefits to ensure responsive and affordable public services.
- Oppose efforts by online travel companies to circumvent remittance of Transient Occupancy Taxes (TOT) from hotel reservations purchased on the internet.
- Oppose any attempt to eliminate or limit the traditional tax exemption for municipal bonds.
- Actively support initiatives to assure timely reimbursements to the City from State and Federal mandates.
- Support efforts to maintain and expand the types of municipal investment-grade revenue bonds.
- Protect the City's right to levy and collect our full share of Transient Occupancy Taxes (TOT) from hotels, including online hotel intermediaries. This includes opposing any federal or state legislation that would provide immunity to online hotel intermediaries and/or prohibit the City from collecting (retroactively or otherwise) our fair share of TOT.
- Advocate for legislation that supports the City's ability to provide competitive and valuable employment opportunities and strengthens good faith negotiations between employee organizations and local agencies.
- Support legislation that streamlines the Workers' Compensation system and makes it easier for employers, employees, and health care providers to navigate.
- Support legislation that would control medical and legal costs related to workers' compensation.
- Support workers' compensation reform that is inclusive of both safety and non-safety employees.

PUBLIC SAFETY

The legislative principles for the purpose of advocacy efforts as they relate to Public Safety are as follows:

Preserve and Enhance Local Authority

- Support legislation that would provide the City with more authority to regulate needle exchange programs proposing to operate within our jurisdiction.

Maintain Fiscal Responsibility

- Oppose legislation or other administrative actions that seek to limit the police department's ability to collect and utilize asset forfeiture funds for a wide variety of police services.
- Support legislation on State and Federal funding, including grant opportunities, which target specialized local law enforcement and prevention programs including the Gang Reduction and Intervention Partnership (GRIP) program, and the Community Oriented Policing Services (COPS) program.
- Seek continued financial assistance to deal with the impacts of AB109 (Public Safety Realignment) and Proposition 47 (Reduced Penalties for Some Crimes Initiative). This includes supporting legislation that addresses wrap-around services such as substance abuse counseling, mental health services, employment, medical and housing assistance.
- Advocate for legislation and funding that would take advantage of the latest technology to prevent and resolve crimes (i.e. the ability to use surveillance cameras, integrated video recording systems (body cameras), automatic license plate recognition, and DNA testing).
- Seek measures that encourage disaster preparedness and emergency planning, including funding to develop a permanent Emergency Operations Center (EOC) to further emergency management preparedness efforts. Seek funding for recovery cost due to disasters.
- Seek State financial assistance for enforcement and regulation due to the passage of Proposition 64 and legalization of recreational marijuana.
- Support Office of Traffic Safety grant funding related to all aspects of traffic safety.

Public Safety

- Support for legislation that would address the wait time for 911 ambulances when transitioning patients at local hospitals and emergency rooms.
- Support legislation that assists in preventing and reducing crime, such as drug prevention programs, reducing gun violence, mental health initiatives, enhanced protective equipment, and solutions for homelessness.
- Promote programs that help ensure public safety through the assistance and rehabilitation of individuals challenged with mental and/or substance abuse illnesses and increase awareness and training opportunities.
- Support legislation for the prevention of Adolescent Cannabis use for the purposes of preventing persons under 21 years of age from accessing cannabis and cannabis products, unless otherwise specified.
- Support legislation that prevents Human Trafficking, Sexual Assault and Domestic Violence.
- Support Vehicle Code and Traffic Safety legislation.
- Support legislation that would expand the scope of a crime to a person who is prohibited from purchasing or possessing a firearm in any jurisdiction by a valid order issued by an out-of-state jurisdiction that is similar or equivalent to a temporary restraining order, injunction, or protective order issued in this state, and which includes a prohibition from owning or possessing a firearm.
- Oppose legislation that would institute a program under which the length of a parolee's period of parole would be reduced.

PUBLIC SAFETY continued

Regional Collaboration

- Continue to support efforts to coordinate the development of telecommunications infrastructure within the region for use during large scale emergency situations.
- Support and advocate for Federal assistance to aid the Interagency Communications Interoperability (ICI) System that includes seeking relief for communities that will lose public safety radio communication channels when the Federal government mandates reallocation of the "T-Band" spectrum in 2021, that is currently utilized by first responders in and surrounding communities.
- Support initiatives involving County, State and Federal governments to reduce and prevent homelessness in Los Angeles County and provide funding for these efforts.
- Support legislation and funding for the Urban Area Security Initiative (UASI) and other funding initiatives administered by the Department of Homeland Security to enhance the City's ability to respond to regional or national threats.
- Support legislation for living with wildlife programs that provides for community education opportunities and funding for mitigative measures, when needed.

PUBLIC WORKS

The legislative principles for the purpose of advocacy efforts as they relate to Public Works are as follows:

Preserve and Enhance Local Authority

- Oppose efforts that seek to remove local regulatory authority on wireless infrastructure development.

Maintain Fiscal Responsibility

- Support measures that pursue new monies and preserve existing Regional, State, and Federal funding opportunities, including but not limited to Federal Highway Safety Improvement Program and Congestion Management Air Quality Funds; State Cap and Trade, High Speed Rail, Gas Tax, and Active Transportation funds; and Regional Measure M, Measure R, Proposition A, and Proposition C (Transportation Sales Tax) funds, to mitigate traffic congestion and maintain/improve the City's infrastructure including but not limited to the preservation, maintenance, rehabilitation, and development of local street and road systems.
- Support measures that seek to reevaluate the method and manner in which the State and Federal gas taxes are collected and allocated fairly to local jurisdictions.

WATER AND OTHER UTILITIES

The legislative principles for the purpose of advocacy efforts as they relate to Water and other Utilities are as follows:

Preserve and Enhance Local Authority

- Support measures that uphold the ability of locally elected city councils to regulate and manage their publicly owned water and electric utilities so that local policy making authority is not eroded by State or Federal agencies, authorities, or other regulatory bodies, and keeps local funding from being transferred to State or Federal control.
- Support local control of groundwater uses and groundwater rights.
- Oppose actions by Regional Water Quality Control Boards that impose mandates on cities that exceed State or Federal regulations and/or are outside their jurisdictional authority to impose or enforce.

Maintain Fiscal Responsibility

- Oppose efforts by the State or Legislature that would impose Public Benefit requirements on water utilities that transfer funding to the State for redistribution. Local benefits efforts should retain that funding for exclusive local use.
- Support legislation that minimizes municipal borrowing costs to the benefit of ratepayers, such as preservation of the tax exempt status of municipal bonds for infrastructure investments.
- Seek additional County, State and Federal funding to help meet mandated stormwater requirements.
- Support efforts that seek to bring Federal sources of funding to California for water infrastructure development.
- Oppose unfunded Federal and State legislative mandates on water and electric utilities, including any stemming from the action of regulatory agencies.
- Support State and Federal funding for water ecosystem projects that are cost-effective; direct beneficiaries and cost causers should fund their fair share of infrastructure project costs that provide long-term benefits to the State and its inhabitants.
- Actively pursue legislation and funding that support water conservation measures including, but not limited to: awareness, water storage, drought-resistant landscaping and permeable surfaces.
- Support legislation that ensures the best interests of ratepayers with respect to cost, value, quality, safety and reliability of infrastructure and resources are considered, and that there are useful benefits in relation to implementation costs for programs.

Promote Economic Development and Infrastructure

- Support legislation that ensures environmental stewardship and drought mitigation is consistent with the goals that have been endorsed by the City Council, and such legislation is balanced with the need for reliable, cost-effective service that does not act as a disincentive to local employers staying in California.

Public Safety

- Support legislative and administrative efforts to adopt cost-effective, science-based drinking water quality regulations.

WATER AND OTHER UTILITIES continued

Regional Collaboration

- Support measures to improve water supply and drinking water quality in the region where cost causation principles are employed and users/beneficiaries pay for the costs of those measures.
- Support administrative and legislative plans that foster the California Water Fix, a comprehensive ecosystem restoration and protection plan for the Delta, as the best alternative to meet California's co-equal goals of water supply reliability and Delta ecosystem restoration.
- Support legislation that exempts stormwater capture facilities from California Department of Fish and Wildlife review and permitting process. Requirements to permit debris basin clean out significantly delays the process, which may endanger residents in the event of storms.
- Oppose new regulations that do not allow appropriate time and resources for compliance.

Appendix A: Glendora Elected Officials

California United States Congress

Name	Washington Address	Washington Numbers	Local Address	Local Numbers
Judy Chu (27th District)	2423 Rayburn HOB Washington, DC 20515	(202) 225-5464 (202) 225-5467 Fax	527 S. Lake Ave, Ste. 250 Pasadena, CA 91101	(626) 304-0110 (626) 304-0132 Fax
Grace Napolitano (32nd District)	1610 Longworth Building Washington, DC 20515	(202) 225-5256 (202) 225-0027 Fax	4401 Santa Anita Ave, Ste. 201 El Monte, CA 91731	(626) 350-0150 (626) 350-0450 Fax

California United States Senators

Name	Washington Address	Washington Numbers	Local Address	Local Numbers
Kamala Harris	112 Hart Senate Office Blvd. Washington, DC 20510	(202) 224-3553 (202) 224-2200 Fax	11845 W. Olympic Blvd. Ste. 1250W Los Angeles, CA 90064	(310) 231-4494 (202) 224-0357 Fax
Dianne Feinstein	331 Hart Senate Office Bldg. Washington, DC 20510	(202) 224-3841 (202) 228-3954 Fax	11111 Santa Monica Blvd. Ste. 915 Los Angeles, CA 90025	(310) 914-7300 (310) 914-7318 Fax

California Governor

Name	Capitol Address	Capitol Numbers	Fax Number
Gavin Newsom	1303 10th Street, Suite 1173 Sacramento, CA 95814	(916) 445-2841	(916) 558-3160

California State Assembly Member

Name	Capitol Address	Capitol Numbers	Local Address	Local Numbers
Blanca E. Rubio (48th District)	State Capitol PO Box 942849 Sacramento, CA 94249	(916) 319-2048 (916) 319-2148 Fax	100 N. Barranca St, Ste. 895 West Covina, CA 91791	(626) 960-4457 (626) 960-1310 Fax

California State Senator

Name	Capitol Address	Capitol Numbers	Local Address	Local Numbers
Anthony J. Portantino (25th District)	State Capitol, Rm 3086 Sacramento, CA 95814	(916) 651-4025 (916) 651-4925 Fax	*Glendale Office*: 116 E. Broadway, Ste. 204 Glendale, CA 91205 *San Dimas Office*: 201 E. Bonita Ave San Dimas, CA 91773	*Glendale Office:* (818) 4049-0400 (818) 409-1256 Fax *San Dimas Office:* (909) 599-7351 (909) 599-7692 Fax

Los Angeles County Board of Supervisors

Name	Downtown Address	Downtown Numbers	Local Address	Local Numbers
Kathryn Barger (5th District)	500 W. Temple St, Rm 869 Los Angeles, CA 90012	(213) 974-5555 (213) 974-1010 Fax	615 E. Foothill Blvd, Ste. A San Dimas, CA 91773	(909) 394-2264

Appendix B: Legislative Platform Policy

LEGISLATIVE ADVOCACY PROGRAM		**POLICY TYPE:** Administrative
		SECTION/POLICY NO: No. 1.12
		ORIGINATING DEPT./DIV.: City Manager
APPROVED BY: City Council Resolution CC 2019-____	**EFFECTIVE DATE:**	**SUPERSEDES:** 2013 Legislative Advocacy Program (Sept, 2013)

I. Policy Objective:

To provide guidance on how to implement the Legislative Platform adopted by the City Council. The policy is aimed at prompt and transparent repose to pending county, state and federal legislation affecting Glendora and its municipal interests.

II. Authority:

The original Administrative Policy governing the City's stance on legislative items was adopted by the City Council in 1977 and was more recently updated in 2013. This policy, and all future updates are adopted via Resolution of the City Council.

III. Assigned Responsibility:

City Manager or their designee.

IV. Correspondence:

Pursuant to this policy, "correspondence" is generally referred to as communication in the formal letter format. However, correspondence shall be considered any communication expressing an opinion on proposed legislation, including, but not limited to: emails, phone calls, and text messages.

V. Individual Views:

It is recognized that preparing a letter of support or opposition is not intended to indicate that every member of the City Council shares the same opinion on proposed legislation. Any action to support or oppose proposed legislation reflects the overall views City Council body and not individual member. Further, any proposed action to support or oppose proposed legislation does not reflect the individual views of any singular staff member.

Any Councilmember may express their personal views as an individual Councilmember, taking care to clearly identify those views as their personal opinion and not the views of the City.

Any City staff member may express their personal views as a private citizen, taking care to clearly identify those views as their personal opinion and not the views of the City.

VI. Procedure:

1. Annually, the City Manager or their designee updates the City's Legislative Platform for consideration by the City Council. Input is received by the City's Boards/Commissions, Department Directors, Mayor and Mayor Pro-Tem. Upon adoption by the City Council:
    a. The Legislative Platform will be posted to the City's website, under Legislative Advocacy Correspondence: http://www.cityofglendora.org/departments/government/city-council/legislative-advocacy-correspondence
    b. The Legislative Platform will be sent to the League of California Cities for posting on their website: https://www.cacities.org/Policy-Advocacy/Legislative-Platforms
    c. The Legislative Platform will be sent to all other applicable parties, including the City's legislative advocacy firm, if applicable.

2. The City Manager or their designee is authorized to prepare letters supporting or opposing legislation on behalf of the City:
    a. When the City's Legislative Platform provides clear guidance on the stance of the City.
    b. When requested by an organization where the City of Glendora is a member agency and has appointed a City Council Member or City staff member: League of California Cities; San Gabriel Valley Council of Governments, Independent Cities; Contract Cities; San Gabriel Valley Economic Partnership; Glendora Chamber of Commerce; Gold Line Construction Authority; Foothill Transit; and San Gabriel Water Association.
    c. If the City Manager or their designee has doubt that the Legislative Platform clearly articulates direction on a certain proposed piece of legislation, the Mayor, one additional Councilmember and City staff, where applicable, may be consulted. If ambiguity still exists, an item should be presented to the City Council for consideration.

3. Letters prepared by the City Manager or their designee supporting or opposing legislation on behalf of the City may be signed:
    a. By the Mayor
    b. By the Mayor Pro-Tem in the absence of the Mayor
    c. By the City Manager in 1) the absence of the Mayor and Mayor Pro-Tem; or 2) when time is of the essence.

4. All executed letters prepared supporting or opposing legislation on behalf of the City:
    a. Will be posted to the City's website, under Legislative Advocacy Correspondence:http://www.cityofglendora.org/departments/government/city-council/legislative-advocacy-correspondence
    b. Will be sent to all applicable County, State and Federal legislators (e.g. local representation, committee chairs, etc.) and the City's legislative advocacy firm.
    c. Will be uploaded to all applicable legislative correspondence portals.

Appendix C: Legislative Platform by Guiding Legislative Principles

	PRESERVE AND ENHANCE LOCAL CONTROL	DEPARTMENT	P.
1	Support efforts that are consistent with the doctrine of local control which streamlines and simplifies the ability of a city to control its own affairs, especially in the areas of police powers, local elections, land use planning, and public safety. Oppose preemption of local authority.	City Manager, City Council, City Clerk and City Attorney	6
2	Support measures that preserve the integrity and fundamentals of the Brown Act while opposing measures that would constrain communication among staff and local officials.	City Manager, City Council, City Clerk and City Attorney	6
3	Support measures that promote transparency, public participation and first amendment rights, while preserving procedures that continue to foster efficient government proceedings.	City Manager, City Council, City Clerk and City Attorney	6
4	Support measures increasing local autonomy, protecting privacy and maintaining our authority over public records. This includes measures that provide for the recovery of costs with regard to public records requests.	City Manager, City Council, City Clerk and City Attorney	6
5	Support efforts to amend rules that limit and restrict local governments' ability to achieve greater transparency of governmental business by improving the platform in which agencies can publish and advertise notices, resolutions, orders, or other matters required by law.	City Manager, City Council, City Clerk and City Attorney	6
6	Monitor land use issues and support measures that preserve local control over planning and zoning matters, including but not limited to housing development standards; parking standards; massage establishments; the banning or regulating of marijuana; the establishment and placement of group homes or sober living homes; development standards of accessory dwelling units; and telecommunication, broadband and infrastructure operations.	Community Development, Economic Development & Transportation	7
7	Support measures that provide municipalities with increased input in the development of the Regional Housing Needs Assessment (RHNA).	Community Development, Economic Development & Transportation	7
8	Oppose air quality legislation that restricts the land use authority of cities.	Community Development, Economic Development & Transportation	7
9	Oppose any legislation that would make local agencies more dependent on the State for financial stability and policy direction.	Finance/Human Resources	9
10	Oppose legislation that undermines and preempts local authority over local taxes and fees.	Finance/Human Resources	9
11	Oppose measures that would mandate upon local governments any additional and costly program for employee benefits without local control.	Finance/Human Resources	9
12	Continue to influence, where necessary and applicable, any future efforts that may impact local government's ability to achieve and/or maintain sustainable pensions.	Finance/Human Resources	9
13	Oppose efforts which reduce local control over public employee disputes and impose the regulations of an outside agency.	Finance/Human Resources	9
14	Support legislation that would provide the City with more authority to regulate needle exchange programs proposing to operate within our jurisdiction.	Public Safety	10
15	Oppose efforts that seek to remove local regulatory authority on wireless infrastructure development.	Public Works	12
16	Support measures that uphold the ability of locally elected city councils to regulate and manage their publicly owned water and electric utilities so that local policy making authority is not eroded by State or Federal agencies, authorities, or other regulatory bodies, and keeps local funding from being transferred to State or Federal control.	Water/Utilities	13
17	Support local control of groundwater uses and groundwater rights.	Water/Utilities	13
18	Oppose actions by Regional Water Quality Control Boards that impose mandates on cities that exceed State or Federal regulations and/or are outside their jurisdictional authority to impose or enforce.	Water/Utilities	13

Appendix C: Legislative Platform by Guiding Legislative Principles

	MAINTAIN FISCAL RESPONSIBILITY	DEPARTMENT	P.
1	Oppose any state or federal unfunded mandates; those which do not provide for the direct or indirect reimbursement for the costs associated with complying with new and/or modified laws, regulations, policies, procedures, permits and/or programs.	City Manager, City Council, City Clerk and City Attorney	6
2	Support continued or expanded funding as well as the expansion of the eligibility and allowable uses of the funding for the Community Development Block Grant (CDBG) program administered by the U.S. Department of Housing and Urban Development.	Community Development, Economic Development & Transportation	7
3	Seek, promote, and implement any new or alternative approaches that may replace redevelopment funding mechanisms that deliver positive benefits to Glendora.	Community Development, Economic Development & Transportation	7
4	Support legislation that establishes funding for the development and rehabilitation of parks, libraries, public right of ways, and similar neighborhood and community serving facilities.	Community Services and Library	8
5	Support efforts to provide an expedited process for the fair distribution of State bond funds and other grant opportunities.	Community Services and Library	8
6	Oppose action that reduces or depletes services and funding sources created to enhance the community's varying needs, including library programming.	Community Services and Library	8
7	Oppose legislation that would impose unfunded mandates and support full cost reimbursement to the City for all federal, state and county-mandated programs.	Finance/Human Resources	9
8	Support legislation that strengthens and expands ongoing revenue for the City; Oppose any change in revenue allocations that would negatively (current or future) affect local government.	Finance/Human Resources	9
9	Support legislation that changes the allocation of sales tax for online purchases from the county pool and reallocates it to the City where the purchase is made.	Finance/Human Resources	9
10	Engage and advocate for legislation or ballot measures to prevent the State from borrowing, raiding or otherwise redirecting local government funds such as local, property and sales taxes.	Finance/Human Resources	9
11	Continue to promote increased flexibility for the utilization of municipally generated revenues (i.e. – Public Education and Government fee, Utility Users Tax, Development Impact Fees, etc.).	Finance/Human Resources	9
12	Oppose efforts that would significantly alter Proposition 13 and the tax benefits that are currently provided to residents and businesses.	Finance/Human Resources	9
13	Monitor State and Federal efforts to manage the rising cost of health insurance through legislation and urge officials to fully consider the financial impact on local governments.	Finance/Human Resources	9
14	Oppose efforts to legislate changes in how the California Public Employee Pension System invests its assets if the proposed changes will result in a loss of funds	Finance/Human Resources	9
15	Support reform measures that provide sustainable and secure public pensions and other post-retirement benefits to ensure responsive and affordable public services.	Finance/Human Resources	9
16	Oppose efforts by online travel companies to circumvent remittance of Transient Occupancy Taxes (TOT) from hotel reservations purchased on the internet.	Finance/Human Resources	9
17	Oppose any attempt to eliminate or limit the traditional tax exemption for municipal bonds.	Finance/Human Resources	9
18	Actively support initiatives to assure timely reimbursements to the City from State and Federal mandates.	Finance/Human Resources	9
19	Support efforts to maintain and expand the types of municipal investment-grade revenue bonds.	Finance/Human Resources	9
20	Protect the City's right to levy and collect our full share of Transient Occupancy Taxes (TOT) from hotels, including online hotel intermediaries. This includes opposing any federal or state legislation that would provide immunity to online hotel intermediaries and/or prohibit the City from collecting (retroactively or otherwise) our fair share of TOT.	Finance/Human Resources	9
21	Advocate for legislation that supports the City's ability to provide competitive and valuable employment opportunities and strengthens good faith negotiations between employee organizations and local agencies.	Finance/Human Resources	9

Appendix C: Legislative Platform by Guiding Legislative Principles

	MAINTAIN FISCAL RESPONSIBILITY (CONTINUED)	DEPARTMENT	P.
22	Support legislation that streamlines the Workers' Compensation system and makes it easier for employers, employees, and health care providers to navigate.	Finance/Human Resources	9
23	Support legislation that would control medical and legal costs related to workers' compensation.	Finance/Human Resources	9
24	Support workers' compensation reform that is inclusive of both safety and non-safety employees.	Finance/Human Resources	9
25	Oppose legislation or other administrative actions that seek to limit the police department's ability to collect and utilize asset forfeiture funds for a wide variety of police services.	Public Safety	10
26	Support legislation on State and Federal funding, including grant opportunities, which target specialized local law enforcement and prevention programs including the Gang Reduction and Intervention Partnership (GRIP) program, and the Community Oriented Policing Services (COPS) program.	Public Safety	10
27	Seek continued financial assistance to deal with the impacts of AB109 (Public Safety Realignment) and Proposition 47 (Reduced Penalties for Some Crimes Initiative). This includes supporting legislation that addresses wrap-around services such as substance abuse counseling, mental health services, employment, medical and housing assistance.	Public Safety	10
28	Advocate for legislation and funding that would take advantage of the latest technology to prevent and resolve crimes (i.e. the ability to use surveillance cameras, integrated video recording systems (body cameras), automatic license plate recognition, and DNA testing).	Public Safety	10
29	Seek measures that encourage disaster preparedness and emergency planning, including funding to develop a permanent Emergency Operations Center (EOC) to further emergency management preparedness efforts. Seek funding for recovery cost due to disasters.	Public Safety	10
30	Seek State financial assistance for enforcement and regulation due to the passage of Proposition 64 and legalization of recreational marijuana.	Public Safety	10
31	Support Office of Traffic Safety grant funding related to all aspects of traffic safety.	Public Safety	10
32	Support measures that pursue new monies and preserve existing Regional, State, and Federal funding opportunities, including but not limited to Federal Highway Safety Improvement Program and Congestion Management Air Quality Funds; State Cap and Trade, High Speed Rail, Gas Tax, and Active Transportation funds; and Regional Measure M, Measure R, Proposition A, and Proposition C (Transportation Sales Tax) funds, to mitigate traffic congestion and maintain/improve the City's infrastructure including but not limited to the preservation, maintenance, rehabilitation, and development of local street and road systems.	Public Works	12
33	Support measures that seek to reevaluate the method and manner in which the State and Federal gas taxes are collected and allocated fairly to local jurisdictions.	Public Works	12
34	Oppose efforts by the State or Legislature that would impose Public Benefit requirements on water utilities that transfer funding to the State for redistribution. Local benefits efforts should retain that funding for exclusive local use.	Water/Utilities	13
35	Support legislation that minimizes municipal borrowing costs to the benefit of ratepayers, such as preservation of the tax exempt status of municipal bonds for infrastructure investments.	Water/Utilities	13
36	Seek additional County, State and Federal funding to help meet mandated stormwater requirements.	Water/Utilities	13
37	Support efforts that seek to bring Federal sources of funding to California for water infrastructure development.	Water/Utilities	13
38	Oppose unfunded Federal and State legislative mandates on water and electric utilities, including any stemming from the action of regulatory agencies.	Water/Utilities	13
39	Support State and Federal funding for water ecosystem projects that are cost-effective; direct beneficiaries and cost causers should fund their fair share of infrastructure project costs that provide long-term benefits to the State and its inhabitants.	Water/Utilities	13
40	Actively pursue legislation and funding that support water conservation measures including, but not limited to: awareness, water storage, drought-resistant landscaping and permeable surfaces.	Water/Utilities	13
41	Support legislation that ensures the best interests of ratepayers with respect to cost, value, quality, safety and reliability of infrastructure and resources are considered, and that there are useful benefits in relation to implementation costs for programs.	Water/Utilities	13

Appendix C: Legislative Platform by Guiding Legislative Principles

	PROMOTE ECONOMIC DEVELOPMENT AND INFRASTRUCTURE	DEPARTMENT	P.
1	Support measures and grants that provide increased funding without loss of land use control for housing programs within the City, including incentives for affordable housing; amended Federal and State Low-Income Housing Tax Credit Programs; and private sector investment in housing projects.	Community Development, Economic Development & Transportation	7
2	Support legislation that provides tangible and productive tools and incentives to support job creation and retention, including job training and workforce development programs.	Community Development, Economic Development & Transportation	7
3	Support legislation that enhances the City's efforts to attract new businesses and retain and promote the successes of existing local businesses.	Community Development, Economic Development & Transportation	7
4	Support legislation that expands transportation planning, funding, and voluntary incentives to include alternative modes of transportation, transportation demand management systems, an increasingly multi-modal perspective focusing on transit, alternative fuel vehicles, fleets, pedestrian ways, bikeways, multi-use trails and parking.	Community Development, Economic Development & Transportation	7
5	Support legislation that will help provide residents with safe, accessible services and facilities.	Community Services and Library	8
6	Support legislation that promotes content and service accessibility, competition, and consumer protection in the online and networked world.	Community Services and Library	8
7	Advocate for libraries as sites of learning, where protected content will be continually available, distributed, used, and preserved to further knowledge, fostering the Constitutional purpose of the law "to advance the progress of science and the useful arts" to benefit the public.	Community Services and Library	8
8	Defend policies that ensure meeting facilities and exhibit space should be made available to members of a community on "an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use."	Community Services and Library	8
9	Support legislation that ensures environmental stewardship and drought mitigation is consistent with the goals that have been endorsed by the City Council, and such legislation is balanced with the need for reliable, cost-effective service that does not act as a disincentive to local employers staying in California.	Water/Utilities	13

Appendix C: Legislative Platform by Guiding Legislative Principles

	PUBLIC SAFETY	DEPARTMENT	P.
1	Support well balanced legislation that promotes preventative measures to prevent impacts from natural disasters such as earthquakes and fires, including vegetation management, seismic building retrofits and higher levels of wildfire structural resilience.	City Manager, City Council, City Clerk and City Attorney	6
2	Advocate for legislation that will support our local police department including legislation that addresses use of force concerns; supports funding for homeless and mental health outreach; provides local control over cannabis rules and enforcement; and continues to raise awareness regarding the deficiencies of Prop 47/Prop 57 with strategies to fix those deficiencies.	City Manager, City Council, City Clerk and City Attorney	6
3	Support legislation and funding for youth related prevention and intervention programs, including after school educational and recreational programs.	Community Services and Library	8
4	Advocate for, educate about, and protect people's privacy, safeguarding all library use data, including personally identifiable information	Community Services and Library	8
5	Support legislation that promotes libraries as centers for early education, literacy, career support, services for vulnerable populations and other educational programs that benefit a wide range of community members.	Community Services and Library	8
6	Support for legislation that would address the wait time for 911 ambulances when transitioning patients at local hospitals and emergency rooms.	Public Safety	10
7	Support legislation that assists in preventing and reducing crime, such as drug prevention programs, reducing gun violence, mental health initiatives, enhanced protective equipment, and solutions for homelessness.	Public Safety	10
8	Promote programs that help ensure public safety through the assistance and rehabilitation of individuals challenged with mental and/or substance abuse illnesses and increase awareness and training opportunities.	Public Safety	10
9	Support legislation for the prevention of Adolescent Cannabis use for the purposes of preventing persons under 21 years of age from accessing cannabis and cannabis products, unless otherwise specified.	Public Safety	10
10	Support legislation that prevents Human Trafficking, Sexual Assault and Domestic Violence.	Public Safety	10
11	Support Vehicle Code and Traffic Safety legislation.	Public Safety	10
12	Support legislation that would expand the scope of a crime to a person who is prohibited from purchasing or possessing a firearm in any jurisdiction by a valid order issued by an out-of-state jurisdiction that is similar or equivalent to a temporary restraining order, injunction, or protective order issued in this state, and which includes a prohibition from owning or possessing a firearm.	Public Safety	10
13	Oppose legislation that would institute a program under which the length of a parolee's period of parole would be reduced.	Public Safety	10
14	Support legislative and administrative efforts to adopt cost-effective, science-based drinking water quality regulations.	Water/Utilities	13

Appendix C: Legislative Platform by Guiding Legislative Principles

	REGIONAL COLLABORATION	DEPARTMENT	P.
1	Support state and regional collaborations that seek to address homelessness as well as grant programs that provide direct funding to cities in order to implement local strategies.	City Manager, City Council, City Clerk and City Attorney	6
2	Proactively support and advocate for initiatives, partnerships, funding, and programs to ensure veterans and their families have access to holistic services and resources including, but not limited to: physical and mental health, affordable housing, employment, and education.	City Manager, City Council, City Clerk and City Attorney	6
3	Support legislation that encourages regional and sub-regional entities to incorporate locally acceptable planning and urban design strategies developed in consultation with local governments, especially when those plans are tied to funding allocations.	Community Development, Economic Development & Transportation	7
4	Advocate for new homelessness initiative funding and fair homelessness funding formulas that acknowledge tax burdens, local planning, and storage/cleaning needs.	Community Services and Library	8
5	Support initiatives that leverage City and school partnerships that enhance neighborhood school sites as key City amenities.	Community Services and Library	8
6	Support legislation and local, state, and federal programs that employ evidence-based best practice strategies to reduce the number of people experiencing homelessness by: preventing homelessness for those at-risk; providing emergency and transitional housing; expanding affordable permanent housing; and promoting self-empowerment through counseling, job training, and other supportive services.	Community Services and Library	8
7	Continue to support efforts to coordinate the development of telecommunications infrastructure within the region for use during large scale emergency situations.	Public Safety	11
8	Support and advocate for Federal assistance to aid the Interagency Communications Interoperability (ICI) System that includes seeking relief for communities that will lose public safety radio communication channels when the Federal government mandates reallocation of the “T-Band” spectrum in 2021, that is currently utilized by first responders in and surrounding communities.	Public Safety	11
9	Support initiatives involving County, State and Federal governments to reduce and prevent homelessness in Los Angeles County and provide funding for these efforts.	Public Safety	11
10	Support legislation and funding for the Urban Area Security Initiative (UASI) and other funding initiatives administered by the Department of Homeland Security to enhance the City’s ability to respond to regional or national threats.	Public Safety	11
11	Support legislation for living with wildlife programs that provides for community education opportunities and funding for mitigative measures, when needed.	Public Safety	11
12	Support measures to improve water supply and drinking water quality in the region where cost causation principles are employed and users/beneficiaries pay for the costs of those measures.	Water/Utilities	14
13	Support administrative and legislative plans that foster the California Water Fix, a comprehensive ecosystem restoration and protection plan for the Delta, as the best alternative to meet California’s co-equal goals of water supply reliability and Delta ecosystem restoration.	Water/Utilities	14
14	Support legislation that exempts stormwater capture facilities from California Department of Fish and Wildlife review and permitting process. Requirements to permit debris basin clean out significantly delays the process, which may endanger residents in the event of storms.	Water/Utilities	14
15	Oppose new regulations that do not allow appropriate time and resources for compliance.	Water/Utilities	14

CITY OF

GLENDORA

FY2025 • 2027

STATE & FEDERAL LEGISLATIVE PLATFORM

FY 2025-2027 State and Federal Legislative Platform

City of Glendora

David Fredendall, Mayor

Karen K. Davis, Mayor Pro-Tem

Mendell Thompson, City Council Member

Michael Allawos, City Council Member

Shaunna Elias, City Council Member

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City of
Glendora

State and Federal Legislative Platform

> Summarizing the City's core legislative principles **for the purpose of advocacy efforts at the local, regional, state and federal level.**

Introduction

The purpose of the legislative platform is to provide a means for summarizing the City's core legislative principles for the purpose of advocacy efforts at the local, regional, state and federal level. Recognizing the importance of promoting City priorities and legislative initiatives, the legislative platform is developed to be consistent with the City's 2025-2027 Strategic Plan, which focuses on:

- SubURBAN LIVING
- Glendora as a Destination
- New + Revitalized Facilities
- Sustainable Infrastructure
- Staff + Technology

The legislative platform sets forth the City's legislative objectives and provides direction for the City's legislative advocates as they work to secure clear and strategic initiatives in Los Angeles County, Sacramento and Washington, D.C. Approval of the legislative platform also streamlines the City's process and allows the City's Executive team to quickly respond and take decisive action on pressing legislation under City Council direction (Appendix B - Legislative Advocacy Policy).

The City Manager's Office will periodically update the Legislative Platform, taking into account new issues or priorities as they relate to Glendora and its municipal interests. Input/clarification on the Legislative Platform is received from the City's legislative advocacy partners, Boards/Commissions, Mayor, Mayor Pro Tem, and Department Heads.

The City of Glendora primarily supports preserving local control, financial sustainability, public safety, and quality of life. Each year the City will use these Guiding Legislative Principles to tackle urgent needs, such as funding critical infrastructure projects, addressing homelessness issues, keeping our City safe, living with wildlife, and maintaining and enhancing the quality of life our residents have come to enjoy. Chief among these urgent needs is protecting the City's ability to maintain its self-determination by protecting its local control.

| Emerging and Time-Sensitive Issues

The City recognizes that legislative and regulatory actions may arise outside the scope of this Legislative Platform. The City supports timely positions on emerging issues consistent with these guiding principles, including but not limited to budget trailer bills, administrative rulemaking, and ballot initiatives. The Legislative Platform is organized by department, which allows each department head to easily analyze proposed legislation and how that relates to the City's Guiding Legislative Principles.

Guiding Legislative Principles

| Preserve and Enhance Local Control

Cities are voluntarily created by the residents of a community to provide local self-government and to make decisions at a local level to best meet the needs of the community. Each community has unique needs and characteristics that are best met by policies set by its local governing body. Glendora supports measures that preserve, protect, and enhance the City's local authority to enact policy pertaining to local affairs and opposes measures that seek to usurp its local control.

| Maintain Fiscal Responsibility

Glendora supports measures that promote fiscal stability, predictability, and financial independence at the local level. Further, Glendora supports efforts that preserve and promote the City's ability to work with its community to maintain and grow its revenue base. Glendora opposes measures that place unfunded mandates upon the City or measures that diminish the City's revenue sources that are required to maintain critical services, including efforts to shift local funds to the County, State, or Federal Governments. The City supports reform of State and Federal funding programs to prioritize direct allocations to cities, reduce administrative overhead, and ensure predictability across multi-year budget cycles.

The City also opposes new revenue measures (i.e., taxes) by regional agencies or the State, unless specific policy direction by the City Council to the contrary exists. Should new revenue measures be enacted by any another entity, the City will simultaneously advocate that any funding generated in Glendora remain in Glendora, so as to directly benefit the community.

| Promote Economic Development and Infrastructure

The City of Glendora incorporated more than 100 years ago and supports legislation that provides funding for critical infrastructure, including streets, water, congestion mitigation measures, parks and open space, and small business development while maintaining local control over land use. Glendora supports legislation, regulatory reform, and environmental review streamlining and modernization that enhances the City's ability to attract, retain, and expand businesses, support adaptive reuse, and accelerate infrastructure delivery, while maintaining common sense environmental protections.

| Public Safety

Public safety is of paramount importance to the City of Glendora. Glendora supports legislation that arrange for front-line funding for extra police services as a result of state-mandated criminal justice realignment provisions which allowed for the early release of state prisoners. The City supports balanced criminal justice reform that protects public safety, ensures accountability, and provides sustainable funding for local enforcement, mental/behavioral health, prosecution, reentry, and diversion services.

| Regional Collaboration

Glendora strives to be a leader and influencer in the San Gabriel Valley. The City supports opportunities to work collaboratively with local and regional partners on areas of mutual interest, such as homelessness, water, financial stability, housing and living with wildlife. Additionally, Glendora is a strong advocate for maintaining strong relationships with other municipalities, local transportation agencies, special districts, regional government agencies, local elected officials, school districts, and college boards. Regional collaboration should not result in the erosion of local land use authority, fiscal independence, or service delivery discretion.

Departmental Policy Statements

GENERAL GOVERNMENT (CITY MANAGER, CITY COUNCIL, CITY CLERK, CITY ATTORNEY)

The legislative principles for the purpose of advocacy efforts as they relate to the City Manager, City Council, City Attorney and City Clerk's office:

| Preserve and Enhance Local Control

- Support efforts that are consistent with the doctrine of local control which streamlines and strengthen a city's ability to govern its own affairs, especially in the areas of police powers, local elections, land use planning, and public safety. Oppose the usurping of local authority at any level.
- Support measures that preserve the integrity and fundamentals of the Ralph M. Brown Act while opposing measures that would constrain communication among staff and local officials. Further, oppose any measure that would not be applied evenly to all public agencies and elected officials at the City, County, and State level.
- Support measures that promote transparency, public participation and first amendment rights, while preserving procedures that continue to foster efficient government operations.
- Support measures increasing local autonomy, protecting privacy, and maintaining authority over public records. This includes measures that provide for the recovery of costs with regard to public records requests.
- Support efforts to amend rules that limit and restrict local governments' ability to achieve greater transparency of governmental business by improving the platform in which agencies can publish and advertise notices, resolutions, orders, or other matters required by law.

| Maintain Fiscal Responsibility

- Oppose any state or federal unfunded mandates; those which do not provide for the direct or indirect reimbursement for the costs associated with complying with new and/or modified laws, rules, regulations, policies, procedures, permits and/or programs.

| Public Safety

- Support well balanced legislation and local funding that promotes preventative measures to limit impacts from natural disasters such as earthquakes and fires, including vegetation management, seismic building retrofits, and higher levels of wildfire structural resilience.
- Advocate for legislation that will support our local police department including legislation that utilizes professional input in matters that address use of force concerns; supports funding for homelessness and mental health outreach, and encampment remediation; provides local control over cannabis rules and enforcement; and continues to raise awareness regarding the deficiencies of Prop 57 with strategies to fix those deficiencies.

| Regional Collaboration

- Support local, sub-regional, and state collaborations that seek to address homelessness as well as grant programs that provide direct funding to cities in order to implement local strategies. Recognize that each City's homelessness challenges are unique and oppose a one-size fits programs and mandates.
- Proactively support and advocate for initiatives, partnerships, funding, and programs to ensure veterans and their families have access to holistic services and resources including, but not limited to: physical and mental health, affordable housing, employment, and education.

| Regional Collaboration (General Government continued)

- Support local, sub-regional, and state collaborations that seek to address homelessness as well as grant programs that provide direct funding to cities in order to implement local strategies. Recognize that each City's homelessness challenges are unique and oppose a one-size fits programs and mandates.
- Proactively support and advocate for initiatives, partnerships, funding, and programs to ensure veterans and their families have access to holistic services and resources including, but not limited to: physical and mental health, affordable housing, employment, and education.

COMMUNITY DEVELOPMENT • ECONOMIC DEVELOPMENT • TRANSPORTATION

The legislative principles for the purpose of advocacy efforts as they relate to Community Development, Economic Development and Transportation:

| Preserve and Enhance Local Control

- Monitor land use issues and support measures that preserve local control over planning and zoning matters, including but not limited to housing development standards; parking standards; massage establishments; the banning or regulating of marijuana; the establishment and placement of group homes or sober living homes; development standards of accessory dwelling units; development in high fire hazard severity zones; and telecommunication, broadband and infrastructure operations.
- Support measures, court cases, and similar efforts that provide municipalities with increased input and authority in the development of the Regional Housing Needs Assessment (RHNA), and related housing development guidelines (e.g. SB 79).
- Oppose air quality legislation that restricts the land use authority of cities.
- Support legislation requiring the State of California to directly compensate cities for the loss in property value resulting from mandatory affordable housing covenants imposed on land sold or leased under the Surplus Land Act.

| Maintain Fiscal Responsibility

- Support continued or expanded funding as well as the expansion of the eligibility and allowable uses of the funding for the Community Development Block Grant (CDBG) program administered by the U.S. Department of Housing and Urban Development.
- Seek, promote, and implement any new or alternative approaches that may replace redevelopment funding mechanisms that deliver positive benefits to Glendora.
- Promote Economic Development and Infrastructure
- Support measures and grants that provide increased funding without loss of land use control for housing programs within the City, including incentives for affordable housing; amended Federal and State Low-Income Housing Tax Credit Programs; and private sector investment in housing projects.
- Support legislation that provides tangible and productive tools and incentives to support job creation and retention, including job training and workforce development programs.
- Support legislation that enhances the City's efforts to attract new businesses and retain and promote the successes of existing local businesses.
- Support the creation or expansion of programs or incentives to support local business development and attraction efforts.
- Support legislation that expands transportation planning, funding, and voluntary incentives to include alternative modes of transportation, transportation demand management systems, an increasingly multi-modal perspective focusing on transit, alternative fuel vehicles, fleets, pedestrian ways, bikeways, multi-use trails and parking.

| Promote Economic Development and Infrastructure (Community Development continued)

- Support measures and grants that provide increased funding without loss of land use control for housing programs within the City, including incentives for affordable housing; amended Federal and State Low-Income Housing Tax Credit Programs; and private sector investment in housing projects.
- Support legislation that provides tangible and productive tools and incentives to support job creation and retention, including job training and workforce development programs.
- Support legislation that enhances the City's efforts to attract new businesses and retain and promote the successes of existing local businesses.
- Support the creation or expansion of programs or incentives to support local business development and attraction efforts.
- Support legislation that expands transportation planning, funding, and voluntary incentives to include alternative modes of transportation, transportation demand management systems, an increasingly multi-modal perspective focusing on transit, alternative fuel vehicles, fleets, pedestrian ways, bikeways, multi-use trails and parking.

| Regional Collaboration

- Support legislation that encourages regional and sub-regional entities to incorporate locally acceptable planning and urban design strategies developed in consultation with local governments to ensure local control, especially when those plans are tied to funding allocations.

RECREATION AND HUMAN SERVICES • LIBRARY

The legislative principles for the purpose of advocacy efforts as they relate to Community Services and the Library:

| Maintain Fiscal Responsibility

- Support legislation that establishes direct funding to local agencies for the development and rehabilitation of parks, libraries, public right of ways, and similar neighborhood and community serving facilities.
- Support efforts to provide an expedited process for the fair distribution of State bond funds and other grant opportunities, without significant overhead taken by State and County agencies.
- Oppose action that reduces or depletes services and funding sources created to enhance the community's varying needs, including library programming.
- Advocate for the fair share distribution of funding programs, including those generated by revenue measures, that support service delivery and facility improvements.

| Promote Economic Development and Infrastructure

- Support legislation that will help provide residents with safe, accessible services and facilities.
- Support legislation that promotes content and service accessibility, competition, and consumer protection in the online and networked world.
- Advocate for libraries as sites of learning, where protected content will be continually available, distributed, used, and preserved to further knowledge, fostering the Constitutional purpose of the law "to advance the progress of science and the useful arts" to benefit the public.
- Defend policies that ensure meeting facilities and exhibit space should be made available to members of a community on "an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use."
- Support policies that integrate recreation planning with broader economic development strategies, housing initiatives, and transportation planning.

| Public Safety (Recreation and Human Services, Library continued)

- Support legislation and funding for youth related prevention and intervention programs, including after school educational and recreational programs.
- Support legislation that strengthens safety requirements for youth sport coaches, including mandatory fingerprinting, background checks, and compliance with the California Department of Justice (DOJ) Live Scan standards.
- Advocate for, educate about, and protect people's privacy, safeguarding all library use data, including personally identifiable information.
- Support legislation and funding that promotes libraries as centers for early education, literacy, career support, services for vulnerable populations and other educational programs that benefit a wide range of community members.

| Regional Collaboration

- Advocate for new homelessness initiative funding and fair homelessness funding formulas that acknowledge tax burdens, local planning, mental health, dependency, service, enforcement, and storage/cleaning needs.
- Support initiatives and funding that leverage City and school partnerships that enhance neighborhood school sites as key City facilities (e.g. pool, middle school parks, etc.)
- Support legislation with local, state, and federal funding that employ evidence-based best practice strategies to reduce the number of people experiencing homelessness by preventing homelessness for those at-risk; providing emergency and transitional housing; expanding affordable permanent housing; and promoting self-empowerment through counseling, job training, and other supportive services.

FINANCE • HUMAN RESOURCES

The legislative principles for the purpose of advocacy efforts as they relate to Finance and Human Resources:

| Preserve and Enhance Local Control

- Oppose any legislation that would make local agencies more dependent on the State for financial stability and policy direction.
- Oppose legislation that undermines and preempts local authority over local taxes and fees.
- Oppose measures that would mandate upon local governments any additional and costly program for employee benefits without local control.
- Advocate for any effort that support a local government's ability to achieve and/or maintain sustainable pensions.
- Oppose efforts which reduce local control over public employee matters by imposing additional regulations and costs by an outside agency.

| Maintain Fiscal Responsibility

- Oppose legislation that would impose unfunded mandates: support full cost reimbursement to the City for all federal, state and county-mandated programs.
- Support legislation that strengthens and expands ongoing revenue for the City; oppose any change in revenue allocations that would negatively (current or future) affect local government.
- Support legislation that changes the allocation of sales tax for online purchases from the county pool and reallocates it to the City where the purchase is made.
- Engage and advocate for legislation or ballot measures to prevent the State from borrowing, raiding or otherwise redirecting local government funds such as local, property and sales taxes.
- Continue to promote increased flexibility for the utilization of municipally generated revenues (i.e. – Public Education and Government fee, Utility Users Tax, Development Impact Fees, etc.).
- Oppose efforts that would significantly alter Proposition 13 and the tax benefits that are currently provided to residents and businesses.
- Monitor State and Federal efforts to manage the rising cost of health insurance through legislation and urge officials to fully consider the financial impact on local governments.

| Maintain Fiscal Responsibility (Finance, Human Resources continued)

- Oppose efforts to legislate changes in how the California Public Employee Pension System invests its assets if the proposed changes will result in a loss of funds or loss of the ability to enter into higher earning, safe investments.
- Support reform measures that provide sustainable and secure public pensions and other post-retirement benefits to ensure responsive and affordable public services.
- Oppose efforts by online travel companies to circumvent remittance of Transient Occupancy Taxes (TOT) from hotel reservations and short-term rentals purchased/acquired through online services.
- Oppose any attempt to eliminate or limit the traditional tax exemption for municipal bonds.
- Actively support initiatives to assure timely reimbursements to the City from State and Federal mandates.
- Support efforts to maintain and expand the types of municipal investment-grade revenue bonds.
- Advocate for legislation that supports the City's ability to provide competitive and valuable employment opportunities and strengthens good faith negotiations between employee organizations and local agencies.
- Support legislation that streamlines the workers' compensation system and makes it easier for employers, employees, and health care providers to navigate.
- Support legislation that would control medical and legal costs related to workers' compensation.
- Support workers' compensation reform that is inclusive of both safety and non-safety employees.

PUBLIC SAFETY

The legislative principles for the purpose of advocacy efforts as they relate to Public Safety:

| Preserve and Enhance Local Control

- Support legislation that would provide the City with more authority to regulate needle exchange programs proposing to operate within our jurisdiction.

| Maintain Fiscal Responsibility

- Oppose legislation or other administrative actions that seek to limit the police department's ability to collect and utilize asset forfeiture funds for a wide variety of police services.
- Support legislation on State and Federal funding, including grant opportunities, which target specialized local law enforcement and prevention programs including the Gang Reduction and Intervention Partnership (GRIP) program, and the Community Oriented Policing Services (COPS) program.
- Seek continued financial assistance to deal with the impacts of AB109 (Public Safety Realignment) and Proposition 47 (Reduced Penalties for Some Crimes Initiative). This includes supporting legislation that addresses wrap-around services such as substance abuse counseling, mental health services, employment, medical and housing assistance.
- Advocate for legislation and funding that would take advantage of the latest technology to prevent and resolve crimes (i.e. the ability to use surveillance cameras, integrated video recording systems (body cameras), automatic license plate recognition, and DNA testing).
- Seek measures that encourage disaster preparedness and emergency planning, including funding to develop a permanent Emergency Operations Center (EOC) to further emergency management preparedness efforts. Seek funding for recovery cost due to disasters.
- Seek State financial assistance for enforcement and regulation due to the passage of Proposition 64 and legalization of recreational marijuana.
- Support Office of Traffic Safety grant funding related to all aspects of traffic safety.

| Public Safety

- Support for legislation that would address the wait time for 911 ambulances when transitioning patients at local hospitals and emergency rooms.
- Support legislation that assists in preventing and reducing crime, such as drug prevention programs, reducing gun violence, mental health initiatives, enhanced protective equipment, and solutions for homelessness.

- Promote programs that help ensure public safety through the assistance and rehabilitation of individuals challenged with mental and/or substance abuse illnesses and increase awareness and training opportunities.
- Support legislation for the prevention of Adolescent Cannabis use for the purposes of preventing persons under 21 years of age from accessing cannabis and cannabis products, unless otherwise specified.
- Support legislation that prevents Human Trafficking, Sexual Assault and Domestic Violence.
- Support Vehicle Code and Traffic Safety legislation.
- Support legislation that would expand the scope of a crime to a person who is prohibited from purchasing or possessing a firearm in any jurisdiction by a valid order issued by an out-of-state jurisdiction that is similar or equivalent to a temporary restraining order, injunction, or protective order issued in this state, and which includes a prohibition from owning or possessing a firearm.
- Oppose legislation that would institute a program under which the length of a parolee's period of parole would be reduced.

| Regional Collaboration (Public Safety continued)

- Continue to support efforts to coordinate the development of telecommunications infrastructure within the region for use during large scale emergency situations.
- Support and advocate for Federal assistance to aid the Interagency Communications Interoperability (ICI) System that includes seeking relief for communities that will lose public safety radio communication channels when the Federal government mandates reallocation of the "T-Band" spectrum in 2021, that is currently utilized by first responders in and surrounding communities.
- Support initiatives involving County, State and Federal governments to reduce and prevent homelessness in Los Angeles County and provide funding for these efforts.
- Support legislation and funding for the Urban Area Security Initiative (UASI) and other funding initiatives ad-ministered by the Department of Homeland Security to enhance the City's ability to respond to regional or national threats.
- Support legislation for living with wildlife programs that provides for community education opportunities and funding for mitigative measures, when needed.

PUBLIC WORKS

The legislative principles for the purpose of advocacy efforts as they relate to Public Works:

| Preserve and Enhance Local Control

- Oppose efforts that seek to remove local regulatory authority on wireless infrastructure development.

| Maintain Fiscal Responsibility

- Support measures that pursue new funding and preserve existing Regional, State, and Federal funding opportunities, including but not limited to Federal Highway Safety Improvement Program and Congestion Management Air Quality Funds; State Cap and Trade, High Speed Rail, Gas Tax, and Active Transportation funds; and Regional Measure M, Measure R, Proposition A, and Proposition C (Transportation Sales Tax) funds, to mitigate traffic congestion and maintain/improve the City's infrastructure including but not limited to the preservation, maintenance, rehabilitation, and development of local street and road systems.
- Support measures that seek to reevaluate the method and manner in which the State and Federal gas taxes are collected and allocated fairly to local jurisdictions.

WATER AND OTHER UTILITIES

The legislative principles for the purpose of advocacy efforts as they relate to Water and other Utilities:

| Preserve and Enhance Local Control

- Support measures that uphold the ability of locally elected city councils to regulate and manage their publicly owned water and electric utilities so that local policy making authority is not eroded by State or Federal agencies, authorities, or other regulatory bodies, and keeps local funding from being transferred to State or Federal control.

| Preserve and Enhance Local Control (Water continued)

- Support local control of groundwater uses and groundwater rights.
- Oppose actions by Regional Water Quality Control Boards that impose mandates on cities that exceed State or Federal regulations and/or are outside their jurisdictional authority to impose or enforce.

| Maintain Fiscal Responsibility

- Oppose efforts by the State or Legislature that would impose Public Benefit requirements on water utilities that transfer funding to the State for redistribution. Local benefits efforts should retain that funding for exclusive local use.
- Support legislation that minimizes municipal borrowing costs to the benefit of ratepayers, such as preservation of the tax-exempt status of municipal bonds for infrastructure investments.
- Seek additional County, State and Federal funding to help meet mandated stormwater requirements.
- Support efforts that seek to bring Federal sources of funding to California for water infrastructure development.
- Oppose unfunded Federal and State legislative mandates on water and electric utilities, including any stemming from the action of regulatory agencies.
- Support State and Federal funding for water ecosystem projects that are cost-effective; direct beneficiaries and cost causers should fund their fair share of infrastructure project costs that provide long-term benefits to the State and its inhabitants.
- Actively pursue legislation and funding that support water conservation measures including, but not limited to awareness, water storage, drought-resistant landscaping and permeable surfaces.
- Support legislation that ensures the best interests of ratepayers with respect to cost, value, quality, safety and reliability of infrastructure and resources are considered, and that there are useful benefits in relation to implementation costs for programs.
- Promote economic development and infrastructure.
- Support legislation that ensures environmental stewardship and drought mitigation is consistent with the goals that have been endorsed by the City Council, and such legislation is balanced with the need for reliable, cost-effective service that does not act as a disincentive to local employers staying in California.

| Public Safety

- Support legislative and administrative efforts to adopt cost-effective, science-based drinking water quality regulations.

| Promote Economic Development and Infrastructure

- Support legislation that ensures environmental stewardship and drought mitigation is consistent with the goals that have been endorsed by the City Council, and such legislation is balanced with the need for reliable, cost-effective service that does not act as a disincentive to local employers staying in California.

| Regional Collaboration

- Support measures to improve water supply and drinking water quality in the region where cost causation principles are employed, and users/beneficiaries pay for the costs of those measures.
- Support administrative and legislative plans that foster the California Water Fix, a comprehensive ecosystem restoration and protection plan for the Delta, as the best alternative to meet California's co-equal goals of water supply reliability and Delta ecosystem restoration.
- Support legislation that exempts stormwater capture facilities from California Department of Fish and Wildlife review and permitting process. Requirements to permit debris basin clean out significantly delays the process, which may endanger residents in the event of storms.
- Oppose new regulations that do not allow appropriate time and resources for compliance.

INFORMATION TECHNOLOGY

The legislative principles guiding the City's for the purpose of advocacy efforts as they relate to Information Technology:

| Preserve and Enhance Local Control

- Supports responsible and ethical implementation of artificial intelligence and emerging technologies that improve municipal operations and public engagement, while advocating for clear standards related to transparency, privacy, risk management, and accountability.
- Supports investment in broadband infrastructure and digital equity initiatives, sustainable lifecycle funding for technology systems, and policies that preserve local authority over data governance and technology implementation decisions.

| Maintain Fiscal Responsibility

- Supports flexible technology procurement options, including cooperative purchasing and state contract vehicles, to ensure cost-effective acquisition of technology solutions.

| Promote Economic Development and Infrastructure

- Advocates for policies that enable modernization of digital government systems, including electronic records management, digital signatures, secure cloud services, modern agenda, and public meeting platforms, and improved electronic noticing methods to enhance transparency and operational efficiency.

| Public Safety

- Supports legislation and funding that strengthen cybersecurity protections for local governments, including resources for threat detection, ransomware prevention, CJIS compliance, and critical infrastructure protection, while opposing unfunded mandates that impose technical or reporting requirements without sustainable funding or reasonable implementation timelines.

ARTIFICAL INTELLIGENCE & DIGITAL COMMUNICATIONS

The legislative principles guiding the City's advocacy efforts as they relate to Artificial Intelligence and Digital Communications:

| Preserve and Enhance Local Control

- Supports policies that preserve local authority over official social media accounts and digital communications platforms, protect First Amendment principles, clarify public records retention obligations for digital content, and address misinformation, impersonation, and election-related deepfake risks that may undermine public trust in local government.

| Maintain Fiscal Responsibility

- Opposes unfunded mandates or premature restrictions that limit the ability of local governments to responsibly evaluate and implement emerging technologies.

| Regional Collaboration

- Supports responsible and transparent use of artificial intelligence and automated technologies to improve municipal operations, service delivery, records management, and public engagement, while advocating for clear statewide standards regarding procurement, risk assessment, data governance, algorithmic transparency, and public disclosure.

Appendix A
Glendora Elected Officials

California United States Congress

Name	Washington Address	Washington Numbers	Local Address	Local Numbers
Judy Chu (28th District)	2423 Rayburn HOB Washington, DC 20515	202) 225- 5464 (202) 225-5467 Fax	527 S. Lake Ave, Ste. 250 Pasadena, CA 91101	(626) 304-0110 (626) 304-0132 Fax
Gil Cisneros (31st District)	2463 Rayburn HOB Washington, DC 20515	(202) 225-5256 (202) 225-0027 Fax	100 S. Citrus Ave Suite 204 Covina, CA 91723	(626) 646-0369

California United States Senators

Name	Washington Address	Washington Numbers	Local Address	Local Numbers
Alex Padilla	331 Hart Senate Office Blvd Washington, DC 20510	(202) 224-3553 (202) 224-2200 Fax	255 E. Temple St, Ste 1860 Los Angeles, CA 90012	(310) 231-4494 (202) 224-0357 Fax
Adam Schiff	112 Hart Senate Office Bldg. Washington, DC 20510	(202) 224-3841 (202) 228-3954 Fax	4111 W. Alameda Ave, Ste 608 Burbank, CA 91505	(818) 303 - 3841

California Governor

Name	Capitol Address	Capitol Numbers	Fax Number
Gavin Newsom	1303 10th Street, Suite 1173 Sacramento, CA 95814	(916) 445-2841	(916) 558-3160

California State Assembly Member

Name	Capitol Address	Capitol Numbers	Local Address	Local Numbers
Blanca E. Rubio (48th District)	State Capitol PO Box 942849 Sacramento, CA 94249	(916) 319-2048 (916) 319-2148 Fax	100 N. Barranca St, Ste. 895 West Covina, CA 91791	(626) 960-4457 (626) 960-1310 Fax

California State Senator

Name	Capitol Address	Capitol Numbers	Local Address	Local Numbers
Sasha Renee Perez (25th District)	1021 O St. Suite #6720 Sacramento, CA 95814	(916) 651-4025	*Pasadena Office*: 215 N. Marengo Ave Ste 380 Pasadena, CA 91101	*Pasadena Office:* (626) 304-1086

Los Angeles County Board of Supervisors

Name	Downtown Address	Downtown Numbers	Local Address	Local Numbers
Kathryn Barger (5th District)	500 W. Temple St, Rm 869 Los Angeles, CA 90012	(213) 974-5555 (213) 974-1010 Fax	615 E. Foothill Blvd, Ste. A San Dimas, CA 91773	(909) 394-2264

LEGISLATIVE ADVOCACCY PROGRAM		**SECTION or POLICY NO:** No. 1.12
		ORIGINATING DEPT: City Manager
		Reference: Administrative Policy
SUPERSEDES: 2019 Legislative Advocacy Program	**NEW EFFECTIVE DATE:**	**PAGE 1 of 6**
APPROVED BY: City Council Resolution CC 2026 -		

Policy Objective:

To provide guidance on how to implement the Legislative Platform adopted by the City Council. The policy is aimed at prompt and transparent repose to pending county, state and federal legislation affecting Glendora and its municipal interests.

Authority:

The original Administrative Policy governing the City's stance on legislative items was adopted by the City Council in 1977 and was more recently updated in 2013. This policy, and all future updates are adopted via Resolution of the City Council.

Assigned Responsibility:

City Manager or their designee.

Definitions:

Correspondence:
Pursuant to this policy, "correspondence" is generally referred to as communication in the formal letter format. However, correspondence shall be considered any communication expressing an opinion on proposed legislation, including, but not limited to: emails, phone calls, and text messages.

Individual Views:
It is recognized that preparing a letter of support or opposition is not intended to indicate that every member of the City Council shares the same opinion on proposed legislation. Any action to support or oppose proposed legislation reflects the overall views City Council body and not individual member. Further, any proposed action to support or oppose proposed legislation does not reflect the individual views of any singular staff member.

Any Councilmember may express their personal views as an individual Councilmember, taking care to clearly identify those views as their personal opinion and not the views of the City.

Any City staff member may express their personal views as a private citizen, taking care to clearly identify those views as their personal opinion and not the views of the City.

Policy/Procedure:

1. Annually, the City Manager or their designee, in consultation with the Mayor and Mayor Pro Tem will determine if material updates are needed to the City's Legislative Platform for consideration by the City Council. Input is also received, as needed, by the City's Boards/Commissions, Department Directors, Mayor and Mayor Pro-Tem. Upon adoption by the City Council:
    a. The Legislative Platform will be posted to the City's website, under Legislative Advocacy Correspondence: http://www.cityofglendora.org/departments/government/city-council/legislative-advocacy-correspondence
    b. The Legislative Platform will be sent to the League of California Cities for posting on their website: https://www.cacities.org/Policy-Advocacy/Legislative-Platforms
    c. The Legislative Platform will be sent to all other applicable parties, including the City's legislative advocacy firm, if applicable.
    d. Non-policy related changes to the Legislative Platform and associated handouts may be updated by the City Manager or their designee. These include, but are not limited to:
        i. Changes in City Council and County/State/Federal representatives
        ii. Updated fiscal years
        iii. Updated strategic plan goals
        iv. Additions to legislative policy areas approved by the City Council outside of the annual review process (e.g. urgent action needed)
2. The City Manager or their designee is authorized to prepare letters supporting or opposing legislation on behalf of the City:
    a. When the City's Legislative Platform provides clear guidance on the stance of the City.
    b. When requested by an organization where the City of Glendora is a member agency and has appointed a City Council Member or City staff member: League of California Cities; San Gabriel Valley Council of Governments, Independent Cities; Contract Cities; San Gabriel Valley Economic Partnership; Glendora Chamber of Commerce; Gold Line Construction Authority; Foothill Transit; and San Gabriel Water Association.
    c. If the City Manager or their designee has doubt that the Legislative Platform clearly articulates direction on a certain proposed piece of legislation, the Mayor, one additional Councilmember and City staff, where applicable, may be consulted. If ambiguity still exists, an item should be presented to the City Council for consideration.
3. Letters prepared by the City Manager or their designee supporting or opposing legislation on behalf of the City may be signed:
    a. By the Mayor
    b. By the Mayor Pro-Tem in the absence of the Mayor
    c. By the City Manager in 1) the absence of the Mayor and Mayor Pro-Tem; or 2) when time is of the essence.
4. All executed letters prepared supporting or opposing legislation on behalf of the City:
    a. Will be posted to the City's website, under Legislative Advocacy Correspondence: http://www.cityofglendora.org/departments/government/city-council/legislative-advocacy-correspondence
    b. Will be sent to all applicable County, State and Federal legislators (e.g. local representation, committee chairs, etc.) and the City's legislative advocacy firm.
    c. Will be uploaded to all applicable legislative correspondence portals.

APPENDIX C

Legislative Platform by Guiding Legislative Principles

	Preserve and Enhance Local Control	Department	Pg.
1	Support efforts that are consistent with the doctrine of local control which streamlines and strengthen a city's ability to govern its own affairs, especially in the areas of police powers, local elections, land use planning, and public safety. Oppose the usurping of local authority at any	City Manager, City Council, City Clerk, City Attorney	7
2	Support measures that preserve the integrity and fundamentals of the Ralph M. Brown Act while opposing measures that would constrain communication among staff and local officials. Further, oppose any measure that would not be applied evenly to all public agencies and elected officials at the City, County, and State level.	City Manager, City Council, City Clerk, City Attorney	7
3	Support measures that promote transparency, public participation and first amendment rights, while preserving procedures that continue to foster efficient government operations.	City Manager, City Council, City Clerk, City Attorney	7
4	Support measures increasing local autonomy, protecting privacy, and maintaining authority over public records. This includes measures that provide for the recovery of costs with regard to public records requests.	City Manager, City Council, City Clerk, City Attorney	7
5	Support efforts to amend rules that limit and restrict local governments' ability to achieve greater transparency of governmental business by improving the platform in which agencies can publish and advertise notices, resolutions, orders, or other matters required by law.	City Manager, City Council, City Clerk, City Attorney	7
6	Monitor land use issues and support measures that preserve local control over planning and zoning matters, including but not limited to housing development standards; parking standards; massage establishments; the banning or regulating of marijuana; the establishment and placement of group homes or sober living homes; development standards of accessory dwelling units; development in high fire hazard severity zones; and telecommunication, broadband and	Community Development, Economic Development, Transportation	8
7	Support measures, court cases, and similar efforts that provide municipalities with increased input and authority in the development of the Regional Housing Needs Assessment (RHNA), and related housing development guidelines (e.g. SB 79).	Community Development, Economic Development, Transportation	8
8	Oppose air quality legislation that restricts the land use authority of cities.	Community Development, Economic Development, Transportation	8
9	Oppose any legislation that would make local agencies more dependent on the State for financial stability and policy direction.	Finance, HR	10
10	Oppose legislation that undermines and preempts local authority over local taxes and fees.	Finance, HR	10
11	Oppose measures that would mandate upon local governments any additional and costly program for employee benefits without local control.	Finance, HR	10
12	Advocate for any effort that support a local government's ability to achieve and/or maintain sustainable pensions.	Finance, HR	10
13	Oppose efforts which reduce local control over public employee matters by imposing additional regulations and costs by an outside agency.	Finance, HR	10
14	Support legislation that would provide the City with more authority to regulate needle exchange programs proposing to operate within our jurisdiction.	Public Safety	11
15	Oppose efforts that seek to remove local regulatory authority on wireless infrastructure development.	Public Works	12
16	Support measures that uphold the ability of locally elected city councils to regulate and manage their publicly owned water and electric utilities so that local policy making authority is not eroded by State or Federal agencies, authorities, or other regulatory bodies, and keeps local funding from being transferred to State or Federal control.	Water, Other Utilities	12

APPENDIX C

Legislative Platform by Guiding Legislative Principles

	Preserve and Enhance Local Control (Continued)	Department	Pg.
17	Support local control of groundwater uses and groundwater rights.	Water, Other Utilities	13
18	Oppose actions by Regional Water Quality Control Boards that impose mandates on cities that exceed State or Federal regulations and/or are outside their jurisdictional authority to impose or enforce.	Water, Other Utilities	13
19	Supports responsible and ethical implementation of artificial intelligence and emerging technologies that improve municipal operations and public engagement, while advocating for clear standards related to transparency, privacy, risk management, and accountability. Finally, the City supports investment in broadband infrastructure and digital equity initiatives, sustainable lifecycle funding for technology systems, and policies that preserve local authority over data governance and technology implementation decisions.	Information Technology	14
20	Supports policies that preserve local authority over official social media accounts and digital communications platforms, protect First Amendment principles, clarify public records retention obligations for digital content, and address misinformation, impersonation, and election-related deepfake risks that may undermine public trust in local government.	Artificial Intelligence, Digital Communications	14

APPENDIX C

Legislative Platform by Guiding Legislative Principles

	Maintain Fiscal Responsibility	Department	Pg.
1	Oppose any state or federal unfunded mandates; those which do not provide for the direct or indirect reimbursement for the costs associated with complying with new and/or modified laws, rules, regulations, policies, procedures, permits and/or programs.	City Manager, City Council, City Clerk, City Attorney	7
2	Support continued or expanded funding as well as the expansion of the eligibility and allowable uses of the funding for the Community Development Block Grant (CDBG) program administered by the U.S. Department of Housing and Urban Development.	Community Development, Economic Development, Transportation	8
3	Seek, promote, and implement any new or alternative approaches that may replace redevelopment funding mechanisms that deliver positive benefits to Glendora.	Community Development, Economic Development, Transportation	8
4	Support legislation that establishes direct funding to local agencies for the development and rehabilitation of parks, libraries, public right of ways, and similar neighborhood and community serving facilities.	Recreation & Human Services, Library	9
5	Support efforts to provide an expedited process for the fair distribution of State bond funds and other grant opportunities, without significant overhead taken by State and County agencies.	Recreation & Human Services, Library	9
6	Oppose action that reduces or depletes services and funding sources created to enhance the community's varying needs, including library programming.	Recreation & Human Services, Library	9
7	Advocate for the fair share distribution of funding programs, including those generated by revenue measures, that support service delivery and facility improvements.	Recreation & Human Services, Library	9
8	Oppose legislation that would impose unfunded mandates: support full cost reimbursement to the City for all federal, state and county-mandated programs.	Finance, HR	10
9	Support legislation that strengthens and expands ongoing revenue for the City; oppose any change in revenue allocations that would negatively (current or future) affect local government.	Finance, HR	10
10	Support legislation that changes the allocation of sales tax for online purchases from the county pool and reallocates it to the City where the purchase is made.	Finance, HR	10
11	Engage and advocate for legislation or ballot measures to prevent the State from borrowing, raiding or otherwise redirecting local government funds such as local, property and sales taxes.	Finance, HR	10
12	Continue to promote increased flexibility for the utilization of municipally generated revenues (i.e. – Public Education and Government fee, Utility Users Tax, Development Impact Fees, etc.).	Finance, HR	10
13	Oppose efforts that would significantly alter Proposition 13 and the tax benefits that are currently provided to residents and businesses.	Finance, HR	10
14	Monitor State and Federal efforts to manage the rising cost of health insurance through legislation and urge officials to fully consider the financial impact on local governments.	Finance, HR	10
15	Oppose efforts to legislate changes in how the California Public Employee Pension System invests its assets if the proposed changes will result in a loss of funds or loss of the ability to enter into higher earning, safe investments.	Finance, HR	11
16	Support reform measures that provide sustainable and secure public pensions and other post-retirement benefits to ensure responsive and affordable public services.	Finance, HR	11
17	Oppose efforts by online travel companies to circumvent remittance of Transient Occupancy Taxes (TOT) from hotel reservations and short-term rentals purchased/acquired through online	Finance, HR	11
18	Oppose any attempt to eliminate or limit the traditional tax exemption for municipal bonds.	Finance, HR	11
19	Actively support initiatives to assure timely reimbursements to the City from State and Federal mandates.	Finance, HR	11
20	Support efforts to maintain and expand the types of municipal investment-grade revenue bonds.	Finance, HR	11

APPENDIX C

Legislative Platform by Guiding Legislative Principles

	Maintain Fiscal Responsibility (Continued)	Department	Pg.
21	Advocate for legislation that supports the City's ability to provide competitive and valuable employment opportunities and strengthens good faith negotiations between employee organizations and local agencies.	Finance, HR	11
22	Support legislation that streamlines the workers' compensation system and makes it easier for employers, employees, and health care providers to navigate.	Finance, HR	11
23	Support legislation that would control medical and legal costs related to workers' compensation.	Finance, HR	11
24	Support workers' compensation reform that is inclusive of both safety and non-safety employees.	Finance, HR	11
25	Oppose legislation or other administrative actions that seek to limit the police department's ability to collect and utilize asset forfeiture funds for a wide variety of police services.	Public Safety	11
26	Support legislation on State and Federal funding, including grant opportunities, which target specialized local law enforcement and prevention programs including the Gang Reduction and Intervention Partnership (GRIP) program, and the Community Oriented Policing Services (COPS) program.	Public Safety	11
27	Seek continued financial assistance to deal with the impacts of AB109 (Public Safety Realignment) and Proposition 47 (Reduced Penalties for Some Crimes Initiative). This includes supporting legislation that addresses wrap-around services such as substance abuse counseling, mental health services, employment, medical and housing assistance.	Public Safety	11
28	Advocate for legislation and funding that would take advantage of the latest technology to prevent and resolve crimes (i.e. the ability to use surveillance cameras, integrated video recording systems (body cameras), automatic license plate recognition, and DNA testing).	Public Safety	11
29	Seek measures that encourage disaster preparedness and emergency planning, including funding to develop a permanent Emergency Operations Center (EOC) to further emergency management preparedness efforts. Seek funding for recovery cost due to disasters.	Public Safety	11
30	Seek State financial assistance for enforcement and regulation due to the passage of Proposition 64 and legalization of recreational marijuana.	Public Safety	11
31	Support Office of Traffic Safety grant funding related to all aspects of traffic safety.	Public Safety	11
32	Support measures that pursue new funding and preserve existing Regional, State, and Federal funding opportunities, including but not limited to Federal Highway Safety Improvement Program and Congestion Management Air Quality Funds; State Cap and Trade, High Speed Rail, Gas Tax, and Active Transportation funds; and Regional Measure M, Measure R, Proposition A, and Proposition C (Transportation Sales Tax) funds, to mitigate traffic congestion and maintain/improve the City's infrastructure including but not limited to the preservation, maintenance, rehabilitation, and development of local street and road systems.	Public Works	12
33	Support measures that seek to reevaluate the method and manner in which the State and Federal gas taxes are collected and allocated fairly to local jurisdictions.	Public Works	12
34	Oppose efforts by the State or Legislature that would impose Public Benefit requirements on water utilities that transfer funding to the State for redistribution. Local benefits efforts should retain that funding for exclusive local use.	Water, Other Utilities	13
35	Support legislation that minimizes municipal borrowing costs to the benefit of ratepayers, such as preservation of the tax-exempt status of municipal bonds for infrastructure investments.	Water, Other Utilities	13
36	Seek additional County, State and Federal funding to help meet mandated stormwater requirements.	Water, Other Utilities	13
37	Support efforts that seek to bring Federal sources of funding to California for water infrastructure development.	Water, Other Utilities	13

APPENDIX C

Legislative Platform by Guiding Legislative Principles

	Maintain Fiscal Responsibility (Continued)	Department	Pg.
38	Oppose unfunded Federal and State legislative mandates on water and electric utilities, including any stemming from the action of regulatory agencies.	Water, Other Utilities	13
39	Support State and Federal funding for water ecosystem projects that are cost-effective; direct beneficiaries and cost causers should fund their fair share of infrastructure project costs that provide long-term benefits to the State and its inhabitants.	Water, Other Utilities	13
40	Actively pursue legislation and funding that support water conservation measures including, but not limited to awareness, water storage, drought-resistant landscaping and permeable surfaces.	Water, Other Utilities	13
41	Support legislation that ensures the best interests of ratepayers with respect to cost, value, quality, safety and reliability of infrastructure and resources are considered, and that there are useful benefits in relation to implementation costs for programs.	Water, Other Utilities	13
42	Supports flexible technology procurement options, including cooperative purchasing and state contract vehicles, to ensure cost-effective acquisition of technology solutions.	Information Technology	14
43	Opposes unfunded mandates or premature restrictions that limit the ability of local governments to responsibly evaluate and implement emerging technologies.	Artificial Intelligence, Digital Communications	14

APPENDIX C

Legislative Platform by Guiding Legislative Principles

	Promote Economic Development and Infrastructure	Department	Pg.
1	Support measures and grants that provide increased funding without loss of land use control for housing programs within the City, including incentives for affordable housing; amended Federal and State Low-Income Housing Tax Credit Programs; and private sector investment in housing	Community Development, Economic Development, Transportation	9
2	Support legislation that provides tangible and productive tools and incentives to support job creation and retention, including job training and workforce development programs.	Community Development, Economic Development, Transportation	9
3	Support legislation that enhances the City's efforts to attract new businesses and retain and promote the successes of existing local businesses.	Community Development, Economic Development, Transportation	9
4	Support the creation or expansion of programs or incentives to support local business development and attraction efforts.	Community Development, Economic Development, Transportation	9
5	Support legislation that expands transportation planning, funding, and voluntary incentives to include alternative modes of transportation, transportation demand management systems, an increasingly multi-modal perspective focusing on transit, alternative fuel vehicles, fleets, pedestrian ways, bikeways, multi-use trails and parking.	Community Development, Economic Development, Transportation	9
6	Support legislation that will help provide residents with safe, accessible services and facilities.	Recreation & Human Services, Library	9
7	Support legislation that promotes content and service accessibility, competition, and consumer protection in the online and networked world.	Recreation & Human Services, Library	9
8	Advocate for libraries as sites of learning, where protected content will be continually available, distributed, used, and preserved to further knowledge, fostering the Constitutional purpose of the law "to advance the progress of science and the useful arts" to benefit the public.	Recreation & Human Services, Library	9
9	Defend policies that ensure meeting facilities and exhibit space should be made available to members of a community on "an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use."	Recreation & Human Services, Library	9
10	Support policies that integrate recreation planning with broader economic development strategies, housing initiatives, and transportation planning.	Recreation & Human Services, Library	9
11	Support legislation that ensures environmental stewardship and drought mitigation is consistent with the goals that have been endorsed by the City Council, and such legislation is balanced with the need for reliable, cost-effective service that does not act as a disincentive to local employers staying in California.	Water, Other Utilities	13
12	Advocates for policies that enable modernization of digital government systems, including electronic records management, digital signatures, secure cloud services, modern agenda, and public meeting platforms, and improved electronic noticing methods to enhance transparency and operational efficiency.	Information Technology	14

APPENDIX C

Legislative Platform by Guiding Legislative Principles

	Public Safety	Department	Pg.
1	Support well balanced legislation and local funding that promotes preventative measures to limit impacts from natural disasters such as earthquakes and fires, including vegetation management, seismic building retrofits, and higher levels of wildfire structural resilience.	City Manager, City Council, City Clerk, City Attorney	7
2	Advocate for legislation that will support our local police department including legislation that utilizes professional input in matters that address use of force concerns; supports funding for homelessness and mental health outreach, and encampment remediation; provides local control over cannabis rules and enforcement; and continues to raise awareness regarding the deficiencies of Prop 57 with strategies to fix those deficiencies.	City Manager, City Council, City Clerk, City Attorney	7
3	Support legislation and funding for youth related prevention and intervention programs, including after school educational and recreational programs.	Recreation & Human Services, Library	10
4	Support legislation that strengthens safety requirements for youth sport coaches, including mandatory fingerprinting, background checks, and compliance with the California Department of Justice (DOJ) Live Scan standards.	Recreation & Human Services, Library	10
5	Advocate for, educate about, and protect people's privacy, safeguarding all library use data, including personally identifiable information.	Recreation & Human Services, Library	10
6	Support legislation and funding that promotes libraries as centers for early education, literacy, career support, services for vulnerable populations and other educational programs that benefit a wide range of community members.	Recreation & Human Services, Library	10
7	Support for legislation that would address the wait time for 911 ambulances when transitioning patients at local hospitals and emergency rooms.	Public Safety	11
8	Support legislation that assists in preventing and reducing crime, such as drug prevention programs, reducing gun violence, mental health initiatives, enhanced protective equipment, and solutions for homelessness.	Public Safety	11
9	Promote programs that help ensure public safety through the assistance and rehabilitation of individuals challenged with mental and/or substance abuse illnesses and increase awareness and training opportunities.	Public Safety	12
10	Support legislation for the prevention of Adolescent Cannabis use for the purposes of preventing persons under 21 years of age from accessing cannabis and cannabis products, unless otherwise specified.	Public Safety	12
11	Support legislation that prevents Human Trafficking, Sexual Assault and Domestic Violence.	Public Safety	12
12	Support Vehicle Code and Traffic Safety legislation.	Public Safety	12
13	Support legislation that would expand the scope of a crime to a person who is prohibited from purchasing or possessing a firearm in any jurisdiction by a valid order issued by an out-of-state jurisdiction that is similar or equivalent to a temporary restraining order, injunction, or protective order issued in this state, and which includes a prohibition from owning or possessing a firearm.	Public Safety	12
14	Oppose legislation that would institute a program under which the length of a parolee's period of parole would be reduced.	Public Safety	12
15	Support legislative and administrative efforts to adopt cost-effective, science-based drinking water quality regulations.	Water, Other Utilities	13
16	Supports legislation and funding that strengthen cybersecurity protections for local governments, including resources for threat detection, ransomware prevention, CJIS compliance, and critical infrastructure protection, while opposing unfunded mandates that impose technical or reporting requirements without sustainable funding or reasonable implementation timelines.	Information Technology	14

APPENDIX C

Legislative Platform by Guiding Legislative Principles

	Regional Collaboration	Department	Pg.
1	Support local, sub-regional, and state collaborations that seek to address homelessness as well as grant programs that provide direct funding to cities in order to implement local strategies.	City Manager, City Council, City Clerk, City Attorney	7
2	Proactively support and advocate for initiatives, partnerships, funding, and programs to ensure veterans and their families have access to holistic services and resources including, but not limited to: physical and mental health, affordable housing, employment, and education.	City Manager, City Council, City Clerk, City Attorney	7
3	Support legislation that encourages regional and sub-regional entities to incorporate locally acceptable planning and urban design strategies developed in consultation with local governments to ensure local control, especially when those plans are tied to funding allocations.	Community Development, Economic Development, Transportation	9
4	Advocate for new homelessness initiative funding and fair homelessness funding formulas that acknowledge tax burdens, local planning, mental health, dependency, service, enforcement, and storage/cleaning needs.	Recreation & Human Services, Library	10
5	Support initiatives and funding that leverage City and school partnerships that enhance neighborhood school sites as key City facilities (e.g. pool, middle school parks, etc.)	Recreation & Human Services, Library	10
6	Support legislation with local, state, and federal funding that employ evidence-based best practice strategies to reduce the number of people experiencing homelessness by preventing homelessness for those at-risk; providing emergency and transitional housing; expanding affordable permanent housing; and promoting self-empowerment through counseling, job training, and other supportive services.	Recreation & Human Services, Library	10
7	Continue to support efforts to coordinate the development of telecommunications infrastructure within the region for use during large scale emergency situations.	Public Safety	12
8	Support and advocate for Federal assistance to aid the Interagency Communications Interoperability (ICI) System that includes seeking relief for communities that will lose public safety radio communication channels when the Federal government mandates reallocation of the “T-Band” spectrum in 2021, that is currently utilized by first responders in and surrounding communities.	Public Safety	12
9	Support initiatives involving County, State and Federal governments to reduce and prevent homelessness in Los Angeles County and provide funding for these efforts.	Public Safety	12
10	Support legislation and funding for the Urban Area Security Initiative (UASI) and other funding initiatives ad-ministered by the Department of Homeland Security to enhance the City’s ability to respond to regional or national threats.	Public Safety	12
11	Support legislation for living with wildlife programs that provides for community education opportunities and funding for mitigative measures, when needed.	Public Safety	12
12	Support measures to improve water supply and drinking water quality in the region where cost causation principles are employed, and users/beneficiaries pay for the costs of those measures.	Water, Other Utilities	13
13	Support administrative and legislative plans that foster the California Water Fix, a comprehensive ecosystem restoration and protection plan for the Delta, as the best alternative to meet California’s co-equal goals of water supply reliability and Delta ecosystem restoration.	Water, Other Utilities	13
14	Support legislation that exempts stormwater capture facilities from California Department of Fish and Wildlife review and permitting process. Requirements to permit debris basin clean out significantly delays the process, which may endanger residents in the event of storms.	Water, Other Utilities	13
15	Oppose new regulations that do not allow appropriate time and resources for compliance.	Water, Other Utilities	13
16	Supports responsible and transparent use of artificial intelligence and automated technologies to improve municipal operations, service delivery, records management, and public engagement, while advocating for clear statewide standards regarding procurement, risk assessment, data governance, algorithmic transparency, and public disclosure.	Artificial Intelligence, Digital Communications	14

RESOLUTION CC 2026-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENDORA ADOPTING AN AMENDED ADMINISTRATIVE POLICY FOR A LEGISLATIVE ADVOCACY PROGRAM

THE CITY COUNCIL
City of Glendora, California

WHEREAS, The City Council has an interest in weighing in on state, federal, and regional legislative issues that impact the City and its residents; and

WHEREAS, The City Council annually takes action on numerous legislative proposals brought forward throughout the year, and

WHEREAS, Establishing a Legislative Advocacy Policy and Legislative Advocacy Program would provide a more comprehensive and streamlined process for responding to legislative proposals that may impact the City and focus the City's limited advocacy resources.

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

SECTION 1. The City Council does hereby adopt the Amended Administrative Policy on Legislative Advocacy (Policy No. 1.12) (Exhibit A) attached and incorporated herein by this reference, as the official legislative advocacy policy of the City of Glendora.

SECTION 2. Any and all prior resolutions, programs of policies on a Legislative Advocacy Program for the City of Glendora shall be hereby rescinded.

SECTION 3. The City Clerk shall certify to the passage and adoption of this Resolution and shall enter the same in the Book of Original Resolutions.

ASSED, APPROVED AND ADOPTED by the City Council of the City of Glendora this __ day of _____, 2026.

BY: _____
DAVID FREDENDALL
Mayor

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

_____
DANNY ALESHIRE
City Attorney

CERTIFICATION

I, do hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Glendora at a regular meeting held on the ___ day of _____, 2026, by the following vote:

AYES: MEMBERS:
NOES: MEMBERS:
ABSENT: MEMBERS:
ABSTAIN: MEMBERS:

Dated:

KATHLEEN R. SESSMAN, MMC
City Clerk/Communications Director

Appendix B: Legislative Platform Policy

LEGISLATIVE ADVOCACY PROGRAM		**POLICY TYPE:** Administrative
		SECTION/POLICY NO: No. 1.12
		ORIGINATING DEPT./DIV.: City Manager
APPROVED BY: City Council Resolution CC 2019-____	**EFFECTIVE DATE:**	**SUPERSEDES:** 2013 Legislative Advocacy Program (Sept, 2013)

I. Policy Objective:

To provide guidance on how to implement the Legislative Platform adopted by the City Council. The policy is aimed at prompt and transparent repose to pending county, state and federal legislation affecting Glendora and its municipal interests.

II. Authority:

The original Administrative Policy governing the City's stance on legislative items was adopted by the City Council in 1977 and was more recently updated in 2013. This policy, and all future updates are adopted via Resolution of the City Council.

III. Assigned Responsibility:

City Manager or their designee.

IV. Correspondence:

Pursuant to this policy, "correspondence" is generally referred to as communication in the formal letter format. However, correspondence shall be considered any communication expressing an opinion on proposed legislation, including, but not limited to: emails, phone calls, and text messages.

V. Individual Views:

It is recognized that preparing a letter of support or opposition is not intended to indicate that every member of the City Council shares the same opinion on proposed legislation. Any action to support or oppose proposed legislation reflects the overall views City Council body and not individual member. Further, any proposed action to support or oppose proposed legislation does not reflect the individual views of any singular staff member.

Any Councilmember may express their personal views as an individual Councilmember, taking care to clearly identify those views as their personal opinion and not the views of the City.

Any City staff member may express their personal views as a private citizen, taking care to clearly identify those views as their personal opinion and not the views of the City.

VI. Procedure:

1. Annually, the City Manager or their designee, in consultation with the Mayor and Mayor Pro Tem will determine if material updates are needed to the City's Legislative Platform for consideration by the City Council. Input is also received, as needed, by the City's Boards/Commissions, Department Directors, Mayor and Mayor Pro-Tem. Upon adoption by the City Council:
    a. The Legislative Platform will be posted to the City's website, under Legislative Advocacy Correspondence: http://www.cityofglendora.org/departments/government/city-council/legislative-advocacy-correspondence
    b. The Legislative Platform will be sent to the League of California Cities for posting on their website: https://www.cacities.org/Policy-Advocacy/Legislative-Platforms
    c. The Legislative Platform will be sent to all other applicable parties, including the City's legislative advocacy firm, if applicable.
    d. Non-policy related changes to the Legislative Platform and associated handouts may be updated by the City Manager or their designee. These include, but are not limited to:
        - Changes in City Council and County/State/Federal representatives
        - Updated fiscal years
        - Updated strategic plan goals
        - Additions to legislative policy areas approved by the City Council outside of the annual review process (e.g. urgent action needed)

2. The City Manager or their designee is authorized to prepare letters supporting or opposing legislation on behalf of the City:
    a. When the City's Legislative Platform provides clear guidance on the stance of the City.
    b. When requested by an organization where the City of Glendora is a member agency and has appointed a City Council Member or City staff member: League of California Cities; San Gabriel Valley Council of Governments, Independent Cities; Contract Cities; San Gabriel Valley Economic Partnership; Glendora Chamber of Commerce; Gold Line Construction Authority; Foothill Transit; and San Gabriel Water Association.
    c. If the City Manager or their designee has doubt that the Legislative Platform clearly articulates direction on a certain proposed piece of legislation, the Mayor, one additional Councilmember and City staff, where applicable, may be consulted. If ambiguity still exists, an item should be presented to the City Council for consideration.

3. Letters prepared by the City Manager or their designee supporting or opposing legislation on behalf of the City may be signed:
    a. By the Mayor
    b. By the Mayor Pro-Tem in the absence of the Mayor
    c. By the City Manager in 1) the absence of the Mayor and Mayor Pro-Tem; or 2) when time is of the essence.

4. All executed letters prepared supporting or opposing legislation on behalf of the City:
    a. Will be posted to the City's website, under Legislative Advocacy Correspondence:http://www.cityofglendora.org/departments/government/city-council/legislative-advocacy-correspondence
    b. Will be sent to all applicable County, State and Federal legislators (e.g. local representation, committee chairs, etc.) and the City's legislative advocacy firm.
    c. Will be uploaded to all applicable legislative correspondence portals.

LEGISLATIVE ADVOCACCY PROGRAM		**SECTION or POLICY NO:** No. 1.12
		ORIGINATING DEPT: City Manager
		Reference: Administrative Policy
SUPERSEDES: 2019 Legislative Advocacy Program	**NEW EFFECTIVE DATE:**	**PAGE 1 of 6**
APPROVED BY: City Council Resolution CC 2026 -		

Policy Objective:

To provide guidance on how to implement the Legislative Platform adopted by the City Council. The policy is aimed at prompt and transparent repose to pending county, state and federal legislation affecting Glendora and its municipal interests.

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Assigned Responsibility:

City Manager or their designee.

Definitions:

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    d. Non-policy related changes to the Legislative Platform and associated handouts may be updated by the City Manager or their designee. These include, but are not limited to:
        i. Changes in City Council and County/State/Federal representatives
        ii. Updated fiscal years
        iii. Updated strategic plan goals
        iv. Additions to legislative policy areas approved by the City Council outside of the annual review process (e.g. urgent action needed)
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    a. When the City's Legislative Platform provides clear guidance on the stance of the City.
    b. When requested by an organization where the City of Glendora is a member agency and has appointed a City Council Member or City staff member: League of California Cities; San Gabriel Valley Council of Governments, Independent Cities; Contract Cities; San Gabriel Valley Economic Partnership; Glendora Chamber of Commerce; Gold Line Construction Authority; Foothill Transit; and San Gabriel Water Association.
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    b. Will be sent to all applicable County, State and Federal legislators (e.g. local representation, committee chairs, etc.) and the City's legislative advocacy firm.
    c. Will be uploaded to all applicable legislative correspondence portals.

Additional References:

For addition information see ….. (Insert additional references and any codes regulating)

History:

This policy was originally approved by (insert who approved (Mayor, City Manager, etc.)) by (insert by what action (Resolution, Minute, etc)).

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2025-2027 LEGISLATIVE PLATFORM UPDATE

CITY MANAGER'S OFFICE
CITY COUNCIL MEETING
MARCH 24, 2026

PURPOSE:

The Legislative Platform:

The platform establishes the City's legislative priorities and provides direction for advocacy at the:

- Regional Level
- State Level
- Federal Level

Enable staff and legislative advocates to respond quickly to legislation that may impact the City and its residents.

ALIGNMENT WITH THE STRATEGIC PLAN

The Draft Legislative Platform aligns with the City's 2025 – 2027 Strategic Plan:

- SubURBAN Living
- Glendora as a Destination
- New + Revitalized Facilities
- Sustainable Infrastructure
- Staff + Technology

LEGISLATIVE GUIDING PRINCIPLES

The Legislative Guiding Principles (remain the same)

- Preserve and Enhance Local Control
- Maintain Fiscal Responsibility
- Promote Economic Development and Infrastructure
- Support Public Safety
- Encourage Regional Collaboration

ADMINISTRATIVE POLICY UPDATES

Staff proposes amendments to:

- Clarify the annual review process of the platform
- Allow for ministerial updates to platform:
  - Year (timed with legislative cycles)
  - Strategic plan goals
  - Elected official titles
  - Actions taken by City Council throughout the year (e.g. new advocacy area)

FISCAL IMPACT & NEXT STEPS

No Fiscal Impact

Following Council adoption:

- Platform posted on City's website
- Distributed to legislative partners and CalCities
- New guide for advocacy efforts shared with City staff

RECOMMENDATION

THAT THE CITY COUNCIL:

1. REVIEW AND APPROVE THE FY 2025-2027 STATE AND FEDERAL LEGISLATIVE PLATFORM; AND
2. ADOPT A RESOLUTION ENTITLED, " A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENDORA ADOPTING AN AMENDED ADMINISTRATIVE POLICY FOR A LEGISLATIVE ADVOCACY PROGRAM."

STAFF REPORT

TO:	**Mayor and Council Members**	**DATE:**	**March 24, 2026**
FROM:	**City Manager**	**DISTRICT(S):**	**Citywide**

SUBJECT: **Information on Citizen Ad-Hoc Committees, City Council Sub-Committees, and Direction on the Use of One-Time Funds**

RECOMMENDATION

That the City Council:

1. Receive a report on citizen ad-hoc committees and city council sub-committees and provide direction, as necessary; and
2. Provide direction, as necessary, on the use of one-time funds.

STRATEGIC FOCUS AREAS

Goal 3 - New + Revitalized Facilities

Goal 4 - Sustainable Infrastructure

EXECUTIVE SUMMARY

At the January 13, 2026 City Council meeting, staff committed to returning with a broader discussion regarding the potential use of one-time resources as part of the FY 2025-26 mid-year budget update. On February 24, 2026, the City Council received a report on available one-time funding and discussed potential approaches for evaluating future capital needs and funding priorities. During the discussion, the Council considered the possibility of establishing either a citizen ad-hoc advisory group or a City Council subcommittee to further examine facility and infrastructure needs and related funding strategies. The Council ultimately voted to receive and file the report and directed staff to return with additional information regarding how such a group might be structured and what policy questions the Council may wish to consider.

This report provides background information to assist the City Council in evaluating whether to establish a citizen advisory body or a City Council subcommittee to review facility and infrastructure issues. It outlines how citizen advisory groups typically function, summarizes past examples of similar advisory committees established by the City, and provides examples from other cities that have used advisory groups to study civic facilities and infrastructure planning. The report also presents several policy considerations for the City Council related to governance structure, potential membership qualifications, and the scope of work should the Council choose to establish a group to further evaluate the City's facilities, infrastructure needs, and potential use of one-time funding.

LEGISLATIVE HISTORY / PREVIOUS ACTIONS

At the January 13, 2026 City Council meeting, during a comprehensive city facility and civic center discussion, staff committed to returning to the City Council with a broader conversation regarding one-time uses of available resources with the mid-year budget update for FY 2025-26.

On February 24, 2026, the City Council received a report on one-time funding. During City Council discussion following the presentation, the City Council discussed the possibility to creating a citizen ad-hoc or city council sub-committee to discuss capital related matters. Ultimately, the City Council moved to receive and file the report on one-time funding and staff pledged to return to City Council with an item on a possible capital improvement ad-hoc/sub-committee on March 24, 2026.

DISCUSSION

On February 24, 2026, in response to direction form the City Council in January 2026, staff presented a report on one-time funding. The City Council did not provide direction for the use of one-time funding; a copy of the staff report and all exhibits can be found at Attachment A.

Additionally, during the City Council discussion that followed the presentation on one-time funding, the City Council discussed the possibility to creating a citizen ad-hoc or city council sub-committee to discuss facility and infrastructure related matters. Ultimately, the City Council moved to receive and file the report on one-time funding and staff pledged to return to City Council with an item on how a city council sub-committee or citizen ad-hoc group may operate and what policy questions the City Council may wish to consider.

This report provides a general overview of citizen ad-hoc groups and city council sub-committees, including prior City Council actions on these matters over the past ten years. Additionally, the report will include policy questions/direction the City Council may need to address in order to move forward with use of one-time funds, or the establishment of group to further study the City's facilities/infrastructure and related funding challenges.

What Are Citizen Advisory/Ad-Hoc Groups in Cities?

Citizen advisory groups (often called advisory boards, commissions, ad-hoc committees, or task forces) are bodies composed primarily of residents that:

- Study specific issues or policy areas;
- Gather input, research, and community feedback;
- Provide recommendations to the City Council (or staff) on policies, plans, or programs; and
- Do not have significant decision-making authority; they are advisory in nature, not legislative.

These groups vary widely in scope. Currently, the City has several ongoing committees/boards including the Planning Commission, Water Commission, Library Board, Recreations and Human Services Commission, and the Business Improvement District Board.

Can Council Members Serve on Citizen Advisory Bodies?

As a general rule, council members cannot serve as voting members or active participants of advisory boards, commissions, or committees that are appointed by the City Council. This is to avoid conflicts with the City Council's role in policy making and oversight. Advisory groups exist to provide independent advice. Allowing city council members to vote would blur the line between legislative policy decision-making (Council) and citizen advisory input.

While not common, some cities have appointed city council liaison(s) for citizen advisory boards, commissions, task forces, etc. including, but not limited to, San Ramon, Dublin, and Beverly Hills. In these cities, appointment of a liaison is done in conjunction with other City Council assignments.

Has the City Council Previously Appointed a Citizen Advisory Body Outside of the City's Standing Board and Commissions?

From time to time, the City Council has appointed various citizen advisory committees/groups. The establishment of these groups requires significant staff resources in order to provide the information and support necessary. Over the past ten years, the City Council has created two such citizen advisory groups, including a citizen ad-hoc committee on revenue and expenditures and an ad-hoc citizen advisory group on antique streetlights.

<u>Citizen Ad-Hoc Committee: Revenue Options and Expenditures (April 2018 through December 2020)</u>

During a strategic planning workshop on January 25, 2018, the City Council and Executive Team discussed the ongoing concern that current revenue sources and longer-term projections would not keep pace with the anticipated expenditure trends. It was anticipated the City would begin experiencing multi-million dollar shortfalls in FY 2018-19 and beyond.

As part of the discussion, the City Council discussed the possibility of seeking community input by the creation of a citizen's advisory panel; it was established that then Mayor Thompson and former Council Member Nelson would explore the issue further. On April 10, 2018, then Mayor Thompson and former Council Member Nelson formally presented an agenda item recommending the creation of an ad-hoc citizen's advisory committee to evaluate the following:

- *Why there may be a [revenue] problem.*
- *How and/or what might be recommended to create new revenue sources.*
- *Are there other ways to address the "problem."*

It was recommended that the committee be comprised of between 15-21 persons with a diverse background; however, a financial background, especially with public entities should be highly valued. The ad-hoc group was open to city residents and city business owners, the vast majority of the appointments were ultimately residents.

Each city council member appointed two members to the panel. The remaining seats of the panel were selected similar to the appointment process for the City's commissions/boards. Additionally, the Council determined that the citizen ad-hoc committee would have an appointed chair and vice-chair; the primary staff liaison was the Finance Director and Community Development Director.

On May 16, 2018, 20 members were appointed to the Ad-Hoc Citizen's Advisory Committee by the City Council; Michael Holmes was appointed as the Committee Chair and Cliff Hamlow was appointed the Vice-Chair.

The first meeting was held on June 7, 2018. The group met approximately twice per month through early September 2018. Based upon information gathered, the committee was unanimous in its decision to present a preliminary report to the city council on September 11, 2018, recommending that the City should immediately take steps to conduct a special election for a sales and use tax initiative in November 2018. A final report was delivered to the City Council in November 2019.

On December 8, 2020, the City Council held a follow-up agenda item on the November 2019 Final Report as part of the City's 2020-2023 Strategic Plan. The final report included, but was not limited to historical staffing levels, outsourcing opportunities, land sales, and revenue measures. The ad-hoc committee was comprehensive in its efforts to understand and address the City's current and historical funding challenges; several of the additional items in the report (e.g. San Jose, South Hills, and outsourcing) have been topics of conversation and action since the issuance of the report in 2019. The City Council noted the option for the group to be reengaged, if needed in the future. A copy of the Final Report from November 2019, can be found at Attachment B.

<u>Ad-Hoc Antique Streetlights Citizen Committee (May 2022 through June 2023)</u>

On May 10, 2022, the City Council authorized staff to develop an ad-hoc process for a group of no more than 11 people to begin a feasibility dialogue around the restoration of the City's antique streetlights. Additionally, the group was tasked with the creation of an antique streetlight maintenance assessment district. To assist the process and formation of an assessment district, the City Council authorized staff to engage an engineering firm, bringing the total funded project budget to $1,629,950 ($1,500,000 from Senator Portantino and $129,650 in discretionary capital funds).

On June 14, 2022, the City Council discussed and approved the creation of an Ad-Hoc Antique Streetlight Citizen's Advisory Panel (Ad-Hoc Panel), with a mission to:

"*Engage residents in a dialogue to determine the interest and feasibility of renovating the antique streetlights, and potential support for the creation of an antique streetlight maintenance assessment district*."

On August 23, 2022, the City Council appointed nine applicants as members of the Ad-Hoc Antique Streetlight Citizen's Advisory Panel, directed that one seat would be open for a representative from the Glendora Historical Society, and appointed Patrick Hollanders as Chair (with direction to have the Vice Chair chosen by the ad-hoc committee).

The ad-hoc committee met on six occasions in 2022 (September 8 and 29, October 20, November 10, and December 1 and 21). Each of the Ad-Hoc Antique Street Light's meetings was open to the public, broadcast virtually (via Zoom), with agendas and supporting materials published to a project webpage created on the City's website. The webpage also included information on the schedule of meetings, historical information on the antique streetlights, the timeline of City Council actions related to the antique streetlights, as well as responses to the questions posed by members of the ad-hoc committee.

On January 24, 2023, the City Council was provided an update on the antique streetlight project, which included testimony and recommendations of the Ad-Hoc Antique Streetlight Citizen Committee. After debate, the City Council directed staff to re-evaluate the project, meet with the City's consultants and past bidders, look at timelines, and come back to the City Council with possible options moving forward.

On March 28, 2023, the City Council directed staff to move forward with the formation of the antique streetlight district during the current fiscal year. In order to stay within the $100 to $200 per year recommendation of the ad-hoc committee for the first two or three years, the project required a General Fund or Measure E/Z loan to the proposed district for approximately $601,000 at 0% interest over 30-years; this was on top of the $1.63 million the City already allocated to the project.

On April 11, 2023, the City Council adopted a resolution to call for a vote on the establishment of an antique streetlight district and confirmed that if the vote failed, the antique streetlights would be removed. The vote occurred on June 13, 2023, with 65% of the vote opposing the establishment of a new district. This was the third failure to establish a district, following up on efforts in 2007 and 2008.

Ultimately, the antique streetlights were removed in 2023. In subsequent years, utilizing funds already set aside for the antique streetlights, staff has worked to salvage and refurbish as many lights as possible for use in a future project along Glendora Avenue (Foothills to the A-Line station).

Can Council Members serve on a City Council Ah-Hoc Committee?

The City Council may form sub-committees or sub-groups that include one or two council members at the City Council's direction. In order to avoid Brown Act violations, no more than two council members can serve on a city council ad-hoc committee at one time.

Note that an ad-hoc committee is differentiated from a standing committee, in that it is not permanent, but rather temporary, formed to address a specific short term task or project, and dissolves once the issue is addressed or completed.

Has the City Council Previously Appointed a Council Sub-Committee?

The City Council recently appointed Mayor Pro Tem Davis and Councilmember Allawos to a sub-committee that focused on the 1762 Dale Rd. affordable housing project with Mercy Housing. The group was appointed in mid 2025 and provided their insight to the City Council in early 2026. Meeting cadence for both council members, staff and Mercy Housing, was typically monthly.

The City Council used the sub-committees insight during project negotiations associated with the exclusive negotiating agreement (ENA) with Mercy (Phase 1). This insight assisted with the City Council's direction on the project, funding options, housing mix, and community engagement. This included visiting other Mercy developments and participating in community meetings. Staff anticipates the Mercy Housing project at 1762 Dale will continue moving through the development process, with hearing at the Planning Commission and City Council over the next 12-18 months.

Examples of Citizen Advisory Groups Focused on Facilities & Infrastructure

Generally, cities that appoint limited duration citizen ad-hoc or city council sub-committees do so for reasons unique to each City. While topics may be consistent across certain cities (e.g., pensions, infrastructure, etc.), the issues cities face are often as unique as the cities themselves. Below are two examples of cities that have established advisory groups to assist cities with civic centers and city facilities.

Rancho Palos Verdes – Civic Center Advisory Committee

The Rancho Palos Verdes Civic Center Advisory Committee (CCAC) was created by the City Council in March 2017 to help guide development of a long-term plan for the City's Civic Center campus at Upper Point Vicente Park. The seven member committee was formed following a 2016 citywide survey that showed resident interest in improving or redeveloping the aging civic facilities. Comprised of resident appointees serving in an advisory role, the CCAC provides recommendations to the City Council on the design, program, and financial considerations associated with redevelopment of the Civic Center site.

The committee generally meets monthly in public meetings (which generally adhere to Brown Act regulations), where members review conceptual designs, evaluate potential civic and community facilities, and discuss financing and implementation strategies. Meetings often include presentations from consultants and staff, along with opportunities for public input and community engagement. Through these meetings and workshops, the CCAC helped shape the proposed program and layout for a redeveloped Civic Center campus, including City Hall facilities, community spaces, and park amenities. The City Council approved the Civic Center Master Plan program framework in October 2019, establishing the foundation for future design and implementation.

The Civic Center project faces several ongoing challenges and policy considerations. The existing civic buildings date largely to the 1950s Nike missile site, creating issues related to aging infrastructure, ADA compliance, and functional limitations for modern municipal operations. At the same time, the City must balance community expectations for new civic and recreational amenities with the financial realities of a major capital project, including funding strategies, project scope, and potential phasing. Determining an affordable and achievable redevelopment plan while maintaining public support remains the central issue for the committee and City Council as planning continues.

Hermosa Beach – Civic Facilities Project Advisory Group

The Hermosa Beach Civic Facilities Project Advisory Group was formed by the City Council in February 2024 to assist the City Manager in evaluating options for addressing the City's aging municipal facilities. The group was established after the Council identified significant concerns with the condition and functionality of several civic facilities, including City Hall, the Police Department building, and the Public Works maintenance yard. The advisory group's role was to review facility needs, analyze potential redevelopment options, and provide strategic guidance to the City Manager and City Council on possible approaches to replacing or renovating the City's civic infrastructure.

The group consisted of approximately a dozen volunteer community members selected by the City Manager for their professional experience in areas such as municipal management, construction, engineering, finance, planning, and community leadership. Rather than forming a formal Brown Act committee, the City structured the advisory group as an informal working group, allowing members to collaborate and review technical information outside of traditional public meeting requirements. The advisory group met several times over the course of roughly eight months, during which members reviewed prior facility assessments, toured existing civic buildings, evaluated operational needs, and discussed financing strategies and potential redevelopment scenarios.

Through this process, the advisory group developed several key recommendations for the City Council. The group concluded that replacement of the Public Works maintenance yard should be the City's highest near-term priority, citing operational limitations and safety concerns at the existing facility. For the broader civic campus, the group identified several potential approaches, including renovating and expanding existing facilities, constructing a new consolidated civic center at a different site, or pursuing a phased hybrid approach that would combine renovation with selective new construction. The group also recommended that the City pursue one major civic facilities project at a time and continue additional cost analysis and community outreach before making final decisions on long-term civic center redevelopment.

Draft City Council Policy Considerations

Historically, the City Council has provided specific direction to citizen ad-hoc committees and City Council sub-committees to review and provide recommendations to the City Council. If established, the work plan, and financial guardrails of such a group will determine the amount of staff resources, use of consultants, and timeline. In order to assist the City Council with discussion on this topic, staff have developed a list of draft policy considerations for the City Council (Attachment C).

The draft decision matrix is organized by policy question. Each policy questions is broken down by options for City Council consideration and what implications those options have on the policy directive to staff. Below is an excerpt from the decision matrix that may be used by the City Council:

Step	Policy Question	Options for Council Consideration	Policy Implicatio
1	Does the City Council wish to establish a group to study the City's facilities and/or infrastructure needs?	A. Yes – establish a review group B. No – continue review through regular and additional Council meetings C. Combination – City Council makes certain decisions now and established a review group to study specific issues/topics	Establishing a group may allo analysis and community input the timeline. Handling within C maintains speed and direct po The City Council may also est workshop schedule to discuss item (e.g., every third Tuesday month).
2	If yes, what structure should the group have?	A. Citizen Ad-Hoc Committee B. City Council Subcommittee C. Combination – Citizen Ad-Hoc Committee with City Council liaison(s)	Citizen Committee may increa engagement and provide addi technical input. City Council Subcommittee al direct Council oversight and fa coordination with staff. A Cou Subcommittee could meet wit from time to time to solicit inpu recommendations.
2A	If Citizen Ad-Hoc Committee: What qualifications should applicants possess?	Experience in: • Large-scale infrastructure projects • Public Contracts / Prevailing Wage • Transportation / streets • Engineering or construction management • Finance / capital planning • Project management • Community representation	Establishing qualifications ens expertise while maintaining co representation.

FISCAL IMPACT

There is no fiscal impact associated with the recommendations in this report. As City Council direction on the use of one-time funds is provided, staff will evaluate the fiscal impact of each policy decision on the City. Generally, impacts from the use of one-time funding are:

- Limited operational flexibility during future economic downturns (impacts on service delivery);
- Diminished ability to address one-time infrastructure issues; and

- Downgrade of bond rating (increased borrowing costs).

If the City Council moves forward with a city council sub-committee or a citizen ad-hoc committee, fiscal impacts associated with staff time, consultants, etc. will be contingent upon the work plan set by the City Council.

ENVIRONMENTAL DETERMINATION
There are no CEQA impacts associated with the recommendations in this report.

Prepared By:	Adam Raymond, City Manager
Concurs With:	Not Applicable
Reviewed By:	Moises Lopez, Assistant City Manager
Certified to Availability of Funds:	Kyle Johnson, Finance Director/City Treasurer
Approved By:	Adam Raymond, City Manager
Legal Review:	Danny Aleshire, City Attorney
CEQA Review:	Not Applicable

Attachments

A_February_24_2026_Staff_Report_and_Attachments.pdf
B. Final Citizens Ad Hoc Committee Report 2019.pdf
C. City Council Decision Matrix_Facilities Committee.pdf
D_Presentation.pdf

STAFF REPORT

TO:	**Mayor and Council Members**	**DATE:**	**February 24, 2026**
FROM:	**City Manager**	**DISTRICT(S):**	**Citywide**
SUBJECT:	**Use of One-Time Funds**		

RECOMMENDATION
That the City Council:

1. Receive an overview on one-time funding opportunities; and
2. Provide direction, as needed.

STRATEGIC FOCUS AREAS
Goal 3 - New + Revitalized Facilities
Goal 4 - Sustainable Infrastructure

EXECUTIVE SUMMARY
Over the past decade, Glendora restored its financial stability by addressing a $3–$4 million structural deficit through voter-approved sales tax measures, pension restructuring, and stronger reserve and capital funding policies. These reforms earned the City a AAA bond rating and enabled targeted investments in infrastructure, public safety, and homelessness response aligned with community priorities. With the recent passage of Measure Z and a continued focus on long-term planning, the City remains committed to fiscal discipline while carefully balancing limited resources against ongoing service and infrastructure needs.

At the January 13, 2026, staff committed to returning to the City Council with a broader conversation regarding one-time uses of available resources during or after the mid-year budget update. This discussion will outline existing one-time funds, document how the City has prepared for future fiscal challenges, and provide examples of how those funds could be utilized. For the past seven years, the City Council has supported a transparent, policy driven dialogue that reflects the City Council's continued commitment to thoughtful decision making and its ongoing work alongside staff to strengthen Glendora's financial foundation, address decades of differed maintenance, and improve the community for years to come.

LEGISLATIVE HISTORY / PREVIOUS ACTIONS
At the January 13, 2026, staff committed to returning to the City Council with a broader conversation regarding one-time uses of available resources during or after the mid-year budget update.

On February 24, 2026, the City Council received the FY 2025-2026, mid-year budget update (same meeting this this agenda item).

DISCUSSION

During the city facility and infrastructure discussion on January 13, 2026, staff committed to returning to the City Council with a broader conversation regarding one-time uses of available resources in concert with the mid-year budget update. This discussion will outline existing one-time funds, provide context on how the City has prepared for future fiscal challenges, and provide examples of how those funds could be utilized. These examples, will represent policy decisions/direction of the City Council.

For the better part of a decade, the City of Glendora has undertaken a deliberate and disciplined transformation of its fiscal policies, allowing the City to confront long-standing challenges, while positioning the organization for long-term stability. In fiscal years 2017-18 and 2018-19, the City projected General Fund deficits exceeding $1 million annually. As leadership transitioned and deeper analysis was conducted, it became clear that the structural imbalance was far more significant, at closer to $3–$4 million per year. Recognizing the seriousness of the situation, the City had already convened a citizen advisory committee to evaluate paths to financial sustainability, including land sales, operational efficiencies, service reductions, outsourcing and potential revenue enhancements.

The committee ultimately recommended that the City Council place a local sales tax measure on the ballot. While the typical local measure is 1.0%, Los Angeles County's Measure H had already claimed 0.25%, limiting the City's available rate. In 2019, the City Council placed Measure E, a 0.75% sales tax, before the voters, and the measure was approved. Concurrently, the City issued a Pension Obligation Bond (POB), generating annual savings of more than $1 million and significantly improving long-term pension cost predictability.

With the passage of Measure E and the issuance of the POB, the City Council directed staff to modernize Glendora's fiscal framework. Updated fiscal policies were adopted that aligned with the City's strategic plan and reflected a commitment to weathering an uncertain economic future. These changes included strengthening the General Fund Reserve, establishing a discretionary capital projects fund/reserve, shoring up internal service funds (e.g. Fleet, Technology, etc.) and intentionally setting aside resources for future pension obligations. Together, these policies represented foundational change by acknowledging both the scale of past under-investment and the need for sustained discipline in future years to address infrastructure demands, service expectations, and the uncertain fiscal landscape in California. These foundational changes would allow the City time to make significant policy decisions during recessions without immediate impacts to services, and the possibility to address certain facility needs during emergencies.

The results of this fiscal stewardship have been significant. Glendora earned an AAA bond rating for its General Fund, an achievement shared by fewer than 20 cities statewide, validating the City Council's long-term approach to financial governance. In the years that followed, the City continued its stewardship of taxpayer money. The City made significant investments in technology and modernized its operations, eliminating duplicative functions, restructuring departments to better serve the public, and expanding strategic use of the private sector in hard to recruit service areas. At the same time, the City undertook comprehensive assessments of its infrastructure systems, including water, parks/trails, trees, streets, facilities, and technology (infrastructure studies).

Guided by the principle that "what gets funded gets done," the City has relied on scientifically valid community surveys, foundational infrastructure studies, and City Council direction to shape multi-year strategic plans. These plans are directly integrated into the annual budget and departmental work programs, ensuring alignment between community priorities, fiscal decisions, and staff efforts. The outcomes have been measurable and, in many respects, historic. For the first time in decades, overall street conditions improved from one decade to the next, albeit minimal. Chronic vacancy challenges have been mitigated, with targeted investments in public safety, recreation and human services, public works, and water—each directly tied to community quality of life and safety concerns.

Nowhere is this philosophy more evident than in the City's recent investments in public safety and homelessness response. Community feedback consistently identified emergency responsiveness, neighborhood safety, and visible homelessness impacts as top priorities. In response, the City Council made intentional, ongoing investments in people and systems. These investments include additional sworn police officers, added dispatch personnel to improve response times, enhanced emergency operations and preparedness capacity, and the creation and expansion of a Community Impact Team focused on proactive engagement and community problem solving. The City has also increased funding for service providers and regional partnerships to address homelessness through outreach, case management, and supportive services, enforcement, and clean-up. Together, these investments reflect a shift from reactive responses to a more coordinated, data informed, and professional approach aligned with community expectations.

Despite this progress, significant challenges remain. The impacts of homelessness, increasing state mandates, loss of local control, insurance, and the absence of a permanent funding source for capital improvements continue to place pressure on City finances. While Glendora has made generational investments in infrastructure over the past five to seven years, decades of under-investment cannot be reversed overnight. These efforts have been strengthened by the successful pursuit of tens of millions of dollars in grants and state and federal appropriations, supporting projects ranging from parks and first/last-mile improvements to school site traffic safety and signalized intersections.

Recognizing the importance of keeping local dollars local, the City Council placed Measure Z on the November 2024 ballot, a 0.25% sales tax measure designed to preserve local revenue capacity and offset prior countywide tax measures. Glendorans understood and supported this need, with affirmative election results materially above those of Measure E. Measure Z reflects the City Council's continued commitment to fiscal sustainability and local control, by keeping funds local and ensuring that Glendora remains positioned to fund essential services and community priorities in an increasingly constrained fiscal environment.

That same forward looking mindset is reflected in the City's current Strategic Plan, adopted in early 2025. The plan continues to direct staff to actively pursue additional and diversified revenue opportunities, including potential development in the South Hills area, strategic economic development investments, and redevelopment opportunities at underutilized sites owned by other governmental agencies and the City itself. Many of these actions were originally recommended to the City Council during the citizen committee meetings in 2018 and 2019. These efforts underscore the ongoing work of the City Council and staff to responsibly grow the City's revenue base while remaining consistent with the City Council's other long-term planning goals.

Due to the City's fiscal reforms, the City has some capacity to consider one-time investments; resources that would not exist without the foundational changes made years earlier. However, these same resources are needed to address competing priorities, including streets, parks, city facilities and long-term financial resilience.

Discretionary One-Time Funding Breakdown

The General Fund, Pension Stabilization Fund, Measures E/Z Fund, GUSD JUA Fund, and Capital Projects Fund are discretionary funding sources for the City. Staff evaluated each fund, taking note of:

- Fund balance/ reserve levels;
- Ability of re-prioritization of capital projects;
- One-time funding from property sales;
- Future development opportunities of other local agencies; and
- Options for strategic use of amounts set aside for pension and other post-employment benefit costs.

Attachment A to this report provides a detailed analysis of one-time funding opportunities. The report is broken down by two-year budget cycle (FY 2025-2027, FY 2027-2029, and FY 2029-2031) and by major category (e.g. fund balance/reserves, reallocation of CIP, property development, pension/OPEB reserves, etc.).

Available Fund Balance/Use of Reserves

Currently, the City has approximately $18.3 million in the General Fund Reserve. The General Fund reserve policy requires a minimum of 30% to maximum of 45% of prior year operational expenditures; currently the City maintains a 40% reserve level. The reserve policy range represents the ability to fund approximately 3 to 6 months of General Fund operations in the absence of any other revenue received. The amount of General Fund reserve in excess of the minimum (30%) is approximately $4.58 million. In addition to the General Fund, the City's has an estimated $2.28 million in fund balance in the Measures E/Z fund that can be used for discretionary purposes. During the FY 2027-2029 and FY 2029-2031 two year budget cycles, staff anticipates additional Measures E/Z fund balance of $569,000 and $260,000 respectively.

The use of General Fund reserves and Measures E/Z fund balance can impact the City's bond rating and operational flexibility during an economic downturn. Without reserves at certain levels, future borrowing costs may be higher and the City may have to look at more immediate/significant service cuts to the community in lieu of targeted use of reserves during major emergencies or economic downturns. Ample reserves allows the City Council time to make targeted, policy oriented service reductions when needed.

Reallocation of CIP

Staff has identified an opportunity for the City Council to reallocate approximately $1.9 million of existing projects to other priorities, if needed. Currently, the City's discretionary capital projects fund has approximately $1 million in projects aimed at the civic center (e.g. Council chamber remodel/expansion, civic center roofing, etc.).

The City and Glendora Unified School District (GUSD) have a long history of partnering on community assets (e.g. middle school parks, high school pool, etc.). GUSD has a current pool renovation project, in which the City has contributed $600,000 to the $4 million dollar project. Additionally, the City Council approved an additional contribution of up to $900,000 that is dependent on the City's financial performance through June 30, 2027.

As the City's civic center project is not underway and the GUSD pool project came in under budget ($5.8 million down to $4 million), funding may be reallocated. The City Council may also want to explore the use of the $900,000 pool project funding, to leverage the recent $1.2 million federal appropriate the City helped GUSD secure for the Sandburg Middle School track and lighting project. The future project area at Sandburg Middle School operates as a City park after 4pm.

Disposition/Sale of City Owned Properties

The sale of the San Jose site provided the City with $3.99 million. The City Council previously allocated $1 million of these proceeds to achieve initiatives in the City's strategic and economic development action plans (8/27/2024), leaving $2.99 million for future use. Additionally, staff anticipates an estimated $2.1 million to be received by June 30, 2027 for the sale of the Dale site. This funding will be dependent upon approval of a development in accordance with the City's standards and actions by the Planning Commission and City Council.

With the sale of San Jose and Dale project sites, staff anticipates a total of approximately $5.1 million available within the next 16 months, with approximately $3 million available now.

Pension/OPEB Reserves

Through the direction and approval of the City Council, staff have set up Section 115 Trusts and Reserves for future pension liabilities, including CalPERS unfunded accrued liability (UAL), future pension obligation bond (POB) payments, and

Below is a summary of the totals included on Attachment A and described above.

One-Time Discretionary Funding By Two-Year Budget Cycle	Totals FY 2025-27	FY 2027-29	FY 2029-31
Available Fund Balance/Reserves	$ 6,860,000	$ 569,000	$ 260,000
Reallocation of CIP	$ 1,900,000	$ -	$ -
Property Sales	$ 5,120,000	$ 4,000,000	$ 4,000,000
Pension Set Aside	$ 13,820,000	$ 240,000	$ 180,000
OPEB Set Aside	$ 4,080,000	$ 80,000	$ 60,000
Grand Totals	**$ 31,780,000**	**$ 4,889,000**	**$ 4,500,000**

Future Policy Considerations

Due to the City's fiscal reforms, over the past seven years the City has created capacity to consider one-time investments; resources that would not exist without the foundational changes made years earlier. However, these same resources are needed to address competing priorities, including streets, parks, city facilities and long-term financial resilience. The City's current strategic plan includes action items to quantify facility needs and identify funding opportunities for streets and city facilities. Below are examples of policy areas the City Council may need to take into consideration when discussing one-time use of discretionary funds:

- Strategic use of one-time funds for street improvements to bridge existing gap of $3-3.5 million to raise PCI from a 63 to a 70 over the next seven years.
- Possible targeted use of one-time funds now, back-filled with future funding opportunities (e.g. sale of property, development of local agency owned property). This policy direction could be used for either streets or city facilities.
- Pay-down of future POB obligations in 2029 to free up $1.5 million in cash flow savings that could be used for another priority (e.g. streets).
- Prioritization of city facility needs (e.g. public works yard, library, roofing needs, etc.).
- Impacts on operational flexibility and services to the community during economic downturns, without ability to use general fund or pension reserves.
- Impacts on future liabilities with more or less funding for street/sidewalk projects.
- Impacts of bond ratings and future borrowing costs with the use of reserves.

The City Council is well versed in the need to utilize one-time funding in the most efficient manner possible. For example, in May 2023, the City Council received a report estimating approximately $8 million in needs, subject to further study (e.g. waterproofing, footings, etc.), for moderate repairs to the Library, including plumbing, electrical, mechanical, and structural upgrades. When a potential grant opportunity requiring a significant City match of up to $4 million was ultimately unavailable, the City Council and Library Board unanimously concluded that committing $8–$10+ million for a repair project with no guarantee of resolving underlying facility issues was not the most prudent course at that time. This decision was not a reflection of the Library's importance, but rather an example of the careful fiscal policy trade-offs required when limited resources must address multiple critical needs. As the City reviews the opportunities and costs for a significant civic center renovation aimed to address decades of issues for future generations of Glendorans, the City Council has continued to evaluate the needs of many infrastructure challenges, including streets, the Library and the City's public works yard - the use of one-time funding will assist with that analysis.

Other Financial Information

This report focuses on the use of one-time discretionary funding sources. In full acknowledgment that governmental or "fund" accounting can be difficult to understand, staff developed two additional attachments to this report. Attachment C covers the City's investment portfolio and Attachment D addresses how the various city funding sources must be used. As always, the goal is to provide information to those who would like to educate themselves on City finances in the most transparent and easy to understand method possible.

FISCAL IMPACT

There is no fiscal impact associated with the recommendations in this report. As City Council direction on the use of one-time funds is provided, staff will evaluate the fiscal impact of each policy decision on the City. Generally, impacts from the use of one-time funding are:

- Limited operational flexibility during future economic downturns (impacts on service delivery);
- Diminished ability to address one-time infrastructure issues;
- Downgrade of bond rating (increased borrowing costs);

ENVIRONMENTAL DETERMINATION

There is no CEQA impacts associated with the recommendations in this report.

Prepared By:	Kyle Johnson, Finance Director/City Treasurer
Concurs With:	Not Applicable
Reviewed By:	Marie Ricci, Deputy City Manager
Certified to Availability of Funds:	Kyle Johnson, Finance Director/City Treasurer
Approved By:	Adam Raymond, City Manager
Legal Review:	Danny Aleshire, City Attorney
CEQA Review:	Not Applicable

Attachments

A_Discretionary_One-time_Funding_FINAL.pdf

B. Presentation.pdf

C_Cash_and_Investment_Pool_Explained_FINAL.pdf

D_Budget_Explained_FINAL.pdf

Anticiapted One-Time Discretionary Funding Opportunities

Attachment A

Category: One-Time Discretionary Funding	101 General Fund			102 Pension			103 Measures E/Z			105 GUSD JUA			301 Capital Projects			Totals		
	FY 2025-27	*FY 2027-29*	*FY 2029-31*	*FY 2025-27*	*FY 2027-29*	*FY 2029-31*	*FY 2025-27*	*FY 2027-29*	*FY 2029-31*	*FY 2025-27*	*FY 2027-29*	*FY 2029-31*	*FY 2025-27*	*FY 2027-29*	*FY 2029-31*	*FY 2025-27*	*FY 2027-29*	*FY 2029-31*
Available Fund Balance/Reserve																$ 6,860,000	$ 569,000	$ 260,000
In Excess of Policy [1]							$ 2,280,000	$ 569,000	$ 260,000									
45%																		
30%	$ 4,580,000																	
Reallocation of CIP																$ 1,900,000	$ -	$ -
Reprioritization of Projects													$ 1,000,000					
GUSD Pool [2]										$ 900,000								
Property Sales																$ 5,120,000	$ 4,000,000	$ 4,000,000
San Jose [3]	$ 2,990,000																	
Dale [4]	$ 2,130,000																	
Other Local Agency Development [5]		$ 4,000,000	$ 4,000,000															
Pension Set Aside																$ 13,820,000	$ 240,000	$ 180,000
Section 115 Trust [6]				$ 6,090,000														
Reserve [7]				$ 7,730,000	$ 240,000	$ 180,000												
OPEB Set Aside																$ 4,080,000	$ 80,000	$ 60,000
Section 115 Trust [6]	$ 2,060,000																	
Reserve [7]	$ 2,020,000	$ 80,000	$ 60,000															
Grand Totals	**$ 13,780,000**	**$ 4,080,000**	**$ 4,060,000**	**$ 13,820,000**	**$ 240,000**	**$ 180,000**	**$ 2,280,000**	**$ 569,000**	**$ 260,000**	**$ 900,000**	**$ -**	**$ -**	**$ 1,000,000**	**$ -**	**$ -**	**$ 31,780,000**	**$ 4,889,000**	**$ 4,500,000**

NOTES

1	The General Fund reserve policy is a minimum of 30% to maximum of 45% of prior year operational expenditures. Total of $4.6 million is the amount in excess of the reserve minimum (30%). The amount in the Measure E/Z fund balance is available in it's entirety ($2.3 million). The City's Reserve Policy provides the City Council time to make decisions in economic downturns or funding loss from the State of California without significant impacts to service delivery to the community. Further this funding provides a stabilization to meet debt requirements, which partially resulted in the City's AAA bond ratings. Per the existing financial policies of the City Council, when General Fund revenues exceed expenditures it allows the City to set aside monies in reserve, future capital projects, stabilization of CalPERS pension/OPEB costs, as well as general liabilities, worker's compensation, fleet maintenance and technology costs. More specifically, when revenues exceed expenditures, the City's financial policies allocated that amount at the following percentages 50% to the Capital Projects Fund, 30% to the PERS Rate Stabilization Fund, 10% to OPEB Section 115 Trust (held in General Fund) and 10% to Internal Service Funds.
2	The City and Glendora Unified School District (GUSD) have a long history of partnering on community assets (e.g. middle school parks, high school pool, etc.). GUSD has a current pool renovation project, in which the CIty has contributed $600,000 to the $3.9 million dollar project. Additionally, the City Council approved an additional contribution of up to $900,000 that is dependent on the City's financial performance through June 30, 2027.
3	The sale of the San Jose site provided the City with $3.99 million. The City Council previously allocated $1 million of these proceeds to achieve initiatives in the City's strategic and economic development action plans (8/27/2024).
4	Staff anticipated an estimated $2.1 million to be received by June 30, 2027 for the sale of the Dale site. This funding will be dependent upon approval of a development in accordance with the City's standards and actions by the Planning Commission and City Council.
5	Amounts represent possible funding received through sale and development of land owned other local agencies over the next five years.
6	These funds are generally restructured and may only be used to pay for CalPERS retirement costs (Pension) or reimburse qualifying retired employees' medical premiums (OPEB). The monies may be accessed by the City to pay for specific liabilities, requiring certification of the expense. Currently, the City's CalPERS unfunded accrued liability (UAL) is $21.7 million, which is anticipated to be reduced to $10.3 million next year with CalPERS better than anticipated asset returns. Additionally, the City has an other post employment benefits (OPEB) liability of approximately $5.6 million. Finally, the City has an outstanding pension obligation bond principal amount of approximately $51 million.
7	These funds are generally restricted. Currently, these funds have been set aside for investment in the Section 115 Trusts as cash on hand/liquidity allows through the City Council Adopted General Fund Reserve Policy. The monies may be accessed immediately by the City until they are invested in the Section 115 Trusts, at which time they may only be used to offset future/current pension liabilities. See note 6 with respect to pension and OPEB liabilities outstanding.

ONE-TIME FUNDING

FISCAL YEAR 2025-2026

CITY MANAGER'S OFFICE / FINANCE DEPARTMENT
CITY COUNCIL MEETING: FEBRUARY 24, 2026
KYLE JOHNSON, FINANCE DIRECTOR
ADAM RAYMOND, CITY MANAGER

EXECUTIVE SUMMARY

- Glendora has restored financial stability over the last seven years
  - Addressed $3–$4M structural deficit
  - Voter-approved Measures E & Z
  - Pension restructuring (POB)
  - Significantly strengthened reserve, liability and capital funding policies
  - Modernized city/departmental operations
  - Earned AAA bond rating

EXECUTIVE SUMMARY

- Results have been significant
  - Generational investments in infrastructure
  - Improved street conditions (PCI upward trend, albeit small), reversing decades of decline
  - Significant investments in public safety, homelessness
  - Reduced chronic vacancies
  - Major investments in technology
  - $50+ million in grant revenues (e.g. Finkbiner stormwater, intersections, first/last mile)

LEGISLATIVE HISTORY

- January 13, 2026 – Staff committed to broader one-time funding discussion
- February 24, 2026 – Mid-Year Budget Update

EXECUTIVE SUMMARY

- Glendora has restored financial stability over the last seven years
  - Addressed $3–$4M structural deficit
  - Voter-approved Measures E & Z
  - Pension restructuring (POB)
  - Strengthened reserves and capital funding policies
  - Earned AAA bond rating

ONE-TIME FUNDING DISCUSSION

Category: One-Time Discretionary Funding	101 General Fund		
	FY 2025-27	FY 2027-29	FY 2029-31
Available Fund Balance/Reserve			
In Excess of Policy [1]			
45%			
30%	$ 4,580,000		
Reallocation of CIP			
Reprioritization of Projects			
GUSD Pool [2]			
Property Sales			
San Jose [3]	$ 2,990,000		
Dale [4]	$ 2,130,000		
Other Local Agency Development [5]		$ 4,000,000	$ 4,000,000
Pension Set Aside			
Section 115 Trust [6]			
Reserve [7]			
OPEB Set Aside			
Section 115 Trust [6]	$ 2,060,000		
Reserve [7]	$ 2,020,000	$ 80,000	$ 60,000
Grand Totals	**$13,780,000**	**$ 4,080,000**	**$ 4,060,000**

Note	Description
1	The General Fund reserve policy is a minimum of 30% to maximum of 45% of prior year operational expenditures. Total of $4.6 million is the amount in excess of the reserve minimum (30%). When revenues exceed expenditures, the City's financial policies allocated that amount at the following percentages 50% to the Capital Projects Fund, 30% to the PERS Rate Stabilization Fund, 10% to OPEB Section 115 Trust (held in General Fund) and 10% to Internal Service Funds.
3	The sale of the San Jose site provided the City with $3.99 million. The City Council previously allocated $1 million of these proceeds to achieve initiatives in the City's strategic and economic development action plans (8/27/2024).
4	Staff anticipated an estimated $2.1 million to be received by June 30, 2027 for the sale of the Dale site. This funding will be dependent upon approval of a development in accordance with the City's standards and actions by the Planning Commission and City Council.
5	Amounts represent possible funding received through sale and development of land owned other local agencies over the next five years.
6	These funds are generally restructured and may only be used to pay for CalPERS retirement costs (Pension) or reimburse qualifying retired employees' medical premiums (OPEB). The monies may be accessed by the City to pay for specific liabilities, requiring certification of the expense. Currently, the City's CalPERS unfunded accrued liability (UAL) is $21.7 million, which is anticipated to be reduced to $10.3 million next year with CalPERS better than anticipated asset returns. Additionally, the City has an other post employment benefits (OPEB) liability of approximately $5.6 million. Finally, the City has an outstanding pension obligation bond principal amount of approximately $51 million.
7	These funds are generally restricted. Currently, these funds have been set aside for investment in the Section 115 Trusts as cash on hand/liquidity allows through the City Council Adopted General Fund Reserve Policy. The monies may be accessed immediately by the City until they are invested in the Section 115 Trusts, at which time they may only be used to offset future/current pension liabilities. See note 6 with respect to pension and OPEB liabilities outstanding.

ONE-TIME FUNDING DISCUSSION

One-Time Discretionary Funding By Two-Year Budget Cycle	102 Pension FY 2025-27	FY 2027-29	FY 2029-31
Available Fund Balance			
In Excess of Policy [1]			
45%			
30%			
Reallocation of CIP			
Reprioritization of Projects			
GUSD Pool [2]			
Property Sales			
San Jose [3]			
Dale [4]			
School Site Development [5]			
Pension Set Aside			
Section 115 Trust [6]	$ 6,090,000		
Reserve [7]	$ 7,730,000	$ 240,000	$ 180,000
OPEB Set Aside			
Section 115 Trust [6]			
Reserve [7]			
Grand Totals	**$ 13,820,000**	**$ 240,000**	**$ 180,000**

Note	Description
6	These funds are generally restructured and may only be used to pay for CalPERS retirement costs (Pension) or reimburse qualifying retired employees' medical premiums (OPEB). The monies may be accessed by the City to pay for specific liabilities, requiring certification of the expense. Currently, the City's CalPERS unfunded accrued liability (UAL) is $21.7 million, which is anticipated to be reduced to $10.3 million next year with CalPERS better than anticipated asset returns. Additionally, the City has an other post employment benefits (OPEB) liability of approximately $5.6 million. Finally, the City has an outstanding pension obligation bond principal amount of approximately $51 million.
7	These funds are generally restricted. Currently, these funds have been set aside for investment in the Section 115 Trusts as cash on hand/liquidity allows through the City Council Adopted General Fund Reserve Policy. The monies may be accessed immediately by the City until they are invested in the Section 115 Trusts, at which time they may only be used to offset future/current pension liabilities. See note 6 with respect to pension and OPEB liabilities outstanding.

ONE-TIME FUNDING DISCUSSION

One-Time Discretionary Funding By Two-Year Budget Cycle	103 Measures E/Z FY 2025-27	FY 2027-29	FY 2029-31
Available Fund Balance			
In Excess of Policy [1]	$ 2,280,000	$ 569,000	$ 260,000
45%			
30%			
Reallocation of CIP			
Reprioritization of Projects			
GUSD Pool [2]			
Property Sales			
San Jose [3]			
Dale [4]			
School Site Development [5]			
Pension Set Aside			
Section 115 Trust [6]			
Reserve [7]			
OPEB Set Aside			
Section 115 Trust [6]			
Reserve [7]			
Grand Totals	**$ 2,280,000**	**$ 569,000**	**$ 260,000**

Note	Description
1	The amount in the Measure E/Z fund balance is available in it's entirety ($2.3 million).

ONE-TIME FUNDING DISCUSSION

One-Time Discretionary Funding By Two-Year Budget Cycle	105 GUSD JUA FY 2025-27	FY 2027-29	FY 2029-31
Available Fund Balance			
In Excess of Policy [1]			
45%			
30%			
Reallocation of CIP			
Reprioritization of Projects			
GUSD Pool [2]	$ 900,000		
Property Sales			
San Jose [3]			
Dale [4]			
School Site Development [5]			
Pension Set Aside			
Section 115 Trust [6]			
Reserve [7]			
OPEB Set Aside			
Section 115 Trust [6]			
Reserve [7]			
Grand Totals	**$ 900,000**	**$ -**	**$ -**

Note	Description
2	The City and Glendora Unified School District (GUSD) have a long history of partnering on community assets (e.g. middle school parks, high school pool, etc.). GUSD has a current pool renovation project, in which the CIty has contributed $600,000 to the $3.9 million dollar project. Additionally, the City Council approved an additional contribution of up to $900,000 that is dependent on the City's financial performance through June 30, 2027.

ONE-TIME FUNDING DISCUSSION

One-Time Discretionary Funding By Two-Year Budget Cycle	301 Capital Projects FY 2025-27	FY 2027-29	FY 2029-31
Available Fund Balance			
In Excess of Policy [1]			
45%			
30%			
Reallocation of CIP			
Reprioritization of Projects	$ 1,000,000		
GUSD Pool [2]			
Property Sales			
San Jose [3]			
Dale [4]			
School Site Development [5]			
Pension Set Aside			
Section 115 Trust [6]			
Reserve [7]			
OPEB Set Aside			
Section 115 Trust [6]			
Reserve [7]			
Grand Totals	**$ 1,000,000**	**$ -**	**$ -**

Notes

Reprioritization of discretionary capital project funding, largely consisting of future civic center projects (e.g. roof replacement, council chamber expansion, etc.).

ONE-TIME FUNDING DISCUSSION

One-Time Discretionary Funding By Two-Year Budget Cycle	Totals FY 2025-27	FY 2027-29	FY 2029-31
Available Fund Balance	$ 6,860,000	$ 569,000	$ 260,000
In Excess of Policy [1]			
45%			
30%			
Reallocation of CIP	$ 1,900,000	$ -	$ -
Reprioritization of Projects			
GUSD Pool [2]			
Property Sales	$ 5,120,000	$ 4,000,000	$ 4,000,000
San Jose [3]			
Dale [4]			
School Site Development [5]			
Pension Set Aside	$ 13,820,000	$ 240,000	$ 180,000
Section 115 Trust [6]			
Reserve [7]			
OPEB Set Aside	$ 4,080,000	$ 80,000	$ 60,000
Section 115 Trust [6]			
Reserve [7]			
Grand Totals	**$ 31,780,000**	**$ 4,889,000**	**$ 4,500,000**

FUTURE POLICY CONSIDERATIONS

- Examples of policy areas the City Council may need to take into consideration when discussing one-time use of discretionary funds:
  - Strategic use of one-time funds for street improvements to bridge existing gap of $3-3.5 million to raise PCI from a 63 to a 70 over the next seven years.
  - Possible targeted use of one-time funds now, backfilled with future funding opportunities (e.g. Sale of property, development of local agency owned property). This policy direction could be used for either streets or city facilities.
  - Pay-down of future POB obligations in 2029 to free up $1.5 million in cash flow savings that could be used for another priority (e.g. Streets).

FUTURE POLICY CONSIDERATIONS

- Examples of policy areas the City Council may need to take into consideration when discussing one-time use of discretionary funds:
  - Prioritization of city facility needs (e.g. public works yard, library, roofing needs, etc.).
  - Impacts on operational flexibility and services to the community during economic downturns, without ability to use general fund or pension reserves.
  - Impacts on future liabilities with more or less funding for street/sidewalk projects.
  - Impacts of bond ratings and future borrowing costs with the use of reserves.

OTHER FINANCIAL INFORMATION

- Government “fund” accounting is difficult to understand
    - Attachment C – Overview of City’s investment portfolio and what funding is for
    - Attachment D – Overview of the various funding sources and what is discretionary and what is not

RECOMMENDATIONS

THAT THE CITY COUNCIL:

1. RECEIVE AN OVERVIEW ON ONE-TIME FUNDING OPPORTUNITIES; AND
2. PROVIDE DIRECTION, AS NEEDED.

Why the City's $125 Million Cash and Investment Balance Isn't a Giant Piggy Bank

Executive Summary

The City of Glendora maintains approximately $125 million in pooled cash and investments. While that number may sound like unrestricted money available for any purpose, the vast majority of those funds are legally restricted, contractually committed, or reserved for specific uses.

Government fund accounting requires that dollars collected for one purpose (such as water, gas tax, grants, or development fees) may only be used for that specific purpose.

In practical terms, the City's cash pool operates like a collection of labeled envelopes rather than a single checking account.

- Most funds already have assigned jobs (infrastructure projects, utility operations, debt payments, grants, and emergency reserves).
- Only a portion of the total represents flexible General Fund resources used for core services like police, public works, development, parks, and libraries.
- Fund accounting can feel unusual and overly complex, but it exists to ensure transparency, legal compliance, fiscal stability, and protection of taxpayer dollars.

It's One Vault, But Many 'Envelopes'

The $125 million is pooled together for investment purposes (*to maximize interest earnings*). Internally, it is divided into separate funds, each with its own legal purpose.

Think of it like having a mortgage account, a college fund, a car repair fund, and a 'don't touch or the auditors (IRS in personal/business world) will appear' fund — all at the same bank. Many dollars are legally restricted:

- Gas tax revenue – Must be used for streets and transportation.
- Water fees – Must be used for water systems.
- Risk management funds – Must be used for future liabilities.
- Grant funds – Must be used exactly as specified by the grant.
- Debt proceeds – Must be used for legally approved projects.

Using these funds for anything else is not just discouraged — it is illegal.

Some Money Is Already Spoken For

- Funds may already be committed to contracts approved by the City Council.
- Capital projects underway have funding set aside.
- Required reserves must be maintained for financial stability.
- Some balances represent liabilities already owed (pensions, invoices, deposits).

Cities Must Maintain Reserves

- Emergencies, natural disasters, and economic downturns happen.
- Maintaining reserves protects the City's credit rating.
- Strong reserves help avoid sudden service cuts or tax increases.

Spending reserves simply because cash exists would be like spending your emergency savings because your checking account looks full. Likewise, a full checkbook does not indicate cash/savings exists or are available to be spent.

Why Fund Accounting Feels So Confusing

- Businesses focus on profit.
- Families can focus on cash flow and savings.
- Governments focus on legal purpose and public accountability.

Instead of one checking account, cities manage dozens of funds that must balance independently. It may feel rigid, but this structure ensures transparency, accountability, and compliance with law.

What Is Actually Flexible?

Only a portion of the total cash pool represents General Fund dollars that can support core services such as:

- Police
- Parks
- Library
- Development
- General City operations

Even those funds must cover ongoing operational costs, not one-time wish lists.

Timing Matters: Revenues and Expenses Don't Arrive Together

Another important piece of the puzzle is timing. The City operates year-round, but revenues do not all arrive evenly throughout the year.

- Property tax revenue is typically received in installments (primarily December and April).
- Sales tax receipts are received monthly but based on prior activity.
- Grant funds are often reimbursed after the City has already spent the money.
- Utility revenues fluctuate based on usage and billing cycles.

This means the City must carefully manage cash flow to ensure bills, payroll, and contract payments are made on time, even when major revenues have not yet arrived.

In many cases, especially with state and federal grants, the City must front the money for a project and then submit documentation to receive reimbursement. So, while a grant may be awarded for a project, the cash almost never arrives before the expenses occur.

Due to these timing differences, maintaining adequate cash balances is critical. The presence of cash in the investment pool does not mean the funds are surplus, it often means the City is responsibly managing timing differences between when money is received and when it must be spent.

Bottom Line

When you hear that the City has $125 million in the bank, it does not mean the City has $125 million available for discretionary spending.

It means the City responsibly manages multiple legally restricted and purpose-driven funds, which have timing challenges with revenues and expenses, in an organized, accountable, and carefully monitored way to protect the community's financial stability.

City of Glendora
Where Does the $125 Million Go?
(And Why We Can't Just Spend It on Whatever We Want)

How Glendora Actually Builds a Budget (Hint: It's Not Guesswork)

Before we talk about funding sources, restrictions, and why we can't repave every street tomorrow, it's important to understand Glendora does not budget one year at a time and hope for the best. Sound financial management requires:

- Multi-year financial planning
- Ongoing financial monitoring
- Frequent financial reporting
- Prompt corrective action when necessary
- Long-term financial health strategies

In other words, we do not steer the City by looking only through the rearview mirror.

Glendora adopts a two-year budget to provide greater certainty for the City Council, departments, employees, and the public regarding ongoing funding and staffing for programs and services.

Even more importantly, we include a Five-Year Financial Projection for:

- The General Fund
- Measures E/Z
- The Water Fund(s)

This allows the City to evaluate the long-term impact of policy decisions during the budget process. If a decision creates structural imbalance three years from now, we see it coming. And ideally, we fix it before it becomes tomorrow's headline.

Layered on top of that are our guiding documents, which include but are not limited to:

- Community Surveys
- City Council Strategic Plans
- Pavement Condition Index (PCI)
- Parks Master Plan
- Water Master Plan

Policy sets direction. Data sets priorities. The budget follows both.

The approximately $125 million annual budget is not a wish list. It is a structured financial response to adopted goals, infrastructure needs, and legal requirements. What gets funded, gets done.

Why We Can't Just Spend $125 Million on Anything We Want
When people hear '$125 million budget,' it can sound like a very large, very flexible piggy bank.

It is not.

The City operates roughly 60 separate funds divided into six major fund types. Think of the budget as one vault filled with dozens of labeled envelopes. Each envelope has a name, a job, and in many cases, a very strict set of rules.

Gas tax must be used for streets. Water fees must stay in water. Grant funds must follow grant rules. Debt must be paid on schedule.

Using restricted funds for unrelated purposes is not creative budgeting, it is illegal. And auditors do not accept 'but it seemed like a good idea at the time.' The City would know, we get audited by 10+ agencies on an annual basis.

The Six Fund Types (Also Known as The Envelopes)

1. General Fund, Measures E/Z and GUSD JUA – The Flexible Ones (Sort Of)
The General Fund supports police, parks, the library, public works operations, administration, and community development.

It represents approximately 45% of the City's total annual budget, or roughly $56.5 million of the $125 million total.

It is the most flexible fund — but even it is largely committed to ongoing expenses such as employees, contracts, and services to the community. The Police Department, Public Works Department and Community and Economic Development comprise approximately65% of the General Fund.

So yes, it is flexible. But it is also very, very busy.

2. Special Revenue Funds – The Rule Followers
Restricted by State law, Federal law, local ordinance, or voter approval, these funds must be used only for specific purposes such as transportation, grants, or development-related infrastructure.

They represent approximately $15.9 million, or 13% of the total budget.

They are not available for general operations — no matter how compelling the proposal.

3. Capital Project Funds – The Builders

Dedicated to long-term infrastructure improvements and major projects.

These funds help ensure we invest today without undermining tomorrow's operating stability.

4. Debt Service Funds – The Bill Payers
Used exclusively to repay bond obligations and capital lease agreements.

Debt payments are contractual commitments. They are not optional. They are not flexible. They are simply due.

5. Enterprise Fund (Water) – The Utility Business
Funded by water rates and legally restricted to water operations and infrastructure.

The Water Fund represents approximately $31.4 million, or 25% of the total annual budget.

Water customers pay for water, not for everything else.

6. Internal Service Funds – The Behind-the-Scenes Team
Support internal operations such as insurance, technology, and fleet management.

They may not get headlines, but without them, things break — both literally and financially.

Bottom Line
The City does not have $125 million available for discretionary spending.

It manages a system of legally restricted, contractually obligated, purpose-driven funds. We are guided by multi-year planning, ongoing monitoring, and long-term financial strategies.

Fund accounting may feel rigid. That is intentional.

It protects taxpayers, preserves infrastructure, supports responsible planning, and ensures today's decisions do not become tomorrow's financial problem.

City of Glendora

Ad-Hoc Citizen's Advisory Committee
Revenue Options and Expenditures
of the City's General Fund
Final Report to the City Council

Committee Chair
Michael Holmes

Committee Vice-Chair
Cliff Hamlow

Committee Members

Sandra Blaydow
William Bresee
Timothy Cremins
John Doan
Rukshan Fernando
Anita Gutierrez
Linda Hermann
Bob Kuhn
Jennifer Leos
James Martindale
Gene Morrill
Gene Murabito
Wendy Seyfert
Joseph Ward
Tomoko Toland
Brian Ursettie
Margaux Viera
Carol Ann Walls-Sandell

November 2019

V.5.4

BACKGROUND

This Report is submitted by the City of Glendora's Ad Hoc Committee (Committee). Each volunteer-resident member of the Committee was appointed by the City Council to review, study, and ask questions regarding the city's near- and long-term financial viability. And, where practical, make specific recommendations regarding revenue enhancement and expense reductions.

The City of Glendora offers exceptional housing, award-winning schools and a dynamic 'small town' business climate, along with fiscally-minded governance all of which are strong factors in the ongoing success of the City's local economy.

The City has a long tradition of strong, local fiscal management including maintaining a high level of service with a fairly low tax burden (when compared to neighboring cities).[1] Unfortunately, many cities in California are struggling to maintain basic services as funding pressure, through increased structural costs for pensions, regulatory mandates, and general cost increases have outpaced revenues.

Expense Reductions

The City has been in the forefront of expense reductions including a decrease in staffing levels by 23% since 2009 (which included a reduction in staffing of the Police Department by 14%).[2] The City has been diligent in its efforts to reduce pension related expenditures, for example, by implementing lower benefit levels for new employee pension plans before it was required by the Public Employees' Pension Reform Act ("PEPRA").[3] PEPRA resulted in further reductions of pension benefits for new employees. The intent of these expense reductions was to:

1. Maintain a structurally balanced budget in which recurring revenues equal or exceed recurring expenditures. This process provides financial stability for the city in the long-term.
2. A budget that is not structurally balanced is one balanced through the use of one-time resources such as fund balance, asset lease proceeds or borrowing and/or using non-recurring, one-time revenues. Such methods portend financial difficulties and is **not** a sustainable practice; and,
3. Maintain the core services of public safety, utilities, street and road maintenance, community services, and, to keep public areas accessible and available.

Even with these staffing reductions, service levels have remained fairly consistent across all departments. However, without a definitive course of future action, the city's financial future remains uncertain.

Please note: all footnote links referenced in this report were verified and active as of October 18, 2019.

[1] See: http://www.cityofglendora.org/home/showdocument?id=23120.

[2] For example see past articles regarding how Glendora proposed to reduce costs, https://patch.com/california/glendora/city-proposes-layoffs-program-cuts-to-cover-1-million-deficit and https://www.sgvtribune.com/2011/06/21/glendora-budget-proposal-includes-layoffs-seeks-714000-in-cuts/

[3] For background on PEPRA, please see: https://www.calpers.ca.gov/page/about/laws-legislation-regulations/public-employees-pension-reform-act.

Seeking a Solution—Creation of the Ad Hoc Committee (*Citizen's Advisory Panel*)
As a matter of regular practice for many years, the City Council, City Manager, and Department Heads meet periodically to review and update the city's Strategic Plan. During such a meeting on January 25, 2018, this group discussed the ongoing concern that current revenue sources and longer-term projections would not keep pace with the anticipated expenditure trends.[4]

This Strategic Planning Group, led by the City Council, discussed the possibility of seeking community input by the creation of a citizen's advisory panel; it was established that then Mayor Thompson and Councilmember Nelson would further explore this issue. On April 10, 2018, Mayor Thompson and Councilmember Nelson formally presented to the city council an agenda item recommending the creation of an Ad-Hoc Citizen's Advisory Committee to evaluate the following:[5]

- *Why there may be a [revenue] problem.*
- *How and/or what might be recommended to create new revenue sources.*
- *Are there other ways to address the "problem."*
- *The committee summarized it this way, "Increase Revenues and Reduce Expenditures."*

It was recommended that the committee be comprised of between 15-21 persons with a diverse background. However, a financial background, especially with public entities should be highly valued. It would be open to city residents and city business owners.

Each Councilmember would appoint two members to the panel. The remaining seats of the panel (5 to 11) would be from the public at-large and be selected similar to the appointment process for Commissions/Boards. The City Council would appoint a Chair and Vice-Chair of the Ad-hoc Committee and the primary staff liaison would be the Finance Director.

The City Council voted unanimously to adopt the recommendations of this agenda item.[6]

SELECTION OF MEMBERS
After the agenda item was approved, the city began soliciting applications from members of the community who wished to serve on the committee.[7] This subsequently resulted in the City Council appointing, on May 16, 2018, twenty members to the Ad-Hoc Citizen's Advisory Committee. Michael Holmes was appointed as the Committee Chair and Cliff Hamlow as the Vice-Chair.

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[4] See City of Glendora's Strategic Planning Retreat (http://www.cityofglendora.org/home/showdocument?id=21645), where [see pages 7 of 9] the three-year goal under "Maintain Financial Stability" was to "Develop and recommend to the City Council for consideration the appointment of a Citizen's Advisory Panel to report on possible new revenue sources to address funding needs."
[5] See the May 16, 2018, City of Glendora Council Agenda: http://www.cityofglendora.org/home/showdocument?id=24727.
[6] Ibid.
[7] For example, see this ad in the Glendora City News dated May 1, 2018: https://glendoracitynews.com/2018/05/01/applicants-wanted-for-glendora-financial-ad-hoc-committee/

OVERVIEW OF COMMITTEE MEETINGS

The first meeting was held on June 7, 2018.[8] Mayor Thompson attended and spoke at the beginning of the meeting. In response to a question from the committee, he clarified that the committee could also evaluate **cost saving items as well as revenue sources**.[9] (emphasis added) Over the next eleven months, the committee met a total of eleven times which included a tour of various city owned properties.

Committee Chair Holmes ran the meetings. Finance Director June Overholt attended all the meetings to present information and data, answer questions and serve as a resource to the committee. City Manager Jeffers and subsequently City Manager Raymond attended selected meetings to serve as a resource. Agendas and minutes were kept of each meeting and posted on the city's website.[10]

UNDERSTANDING THE FINANCIAL CONCERNS

From the meetings, the data, and the discussions that followed, the committee learned that:[11, 12]

- Since 2009, a number of City positions have been eliminated.
- The city had outsourced more than twenty different types of services to save costs.
- City fees are evaluated on an annual basis as a part of the budget process.
- Department heads (police chief, public works directors, etc.) are held accountable for the finances of their department.
- Rising pension costs are probably the most significant expense issue the city faces.[13] The committee learned that:
  - ✓ Glendora was one of the first cities to add a second pension tier for new employees. This results in cost savings over time.
  - ✓ All members of city employment groups now contribute a greater share of their paychecks to help pay for pension cost.
  - ✓ In 2013, the state of California enacted the *Public Employees' Pension Employee Reform Act* (PEPRA).[14] This law revised benefits for new employees and modified some potential benefits of current employees. This is projected over time to result in significant cost savings across the state and for the city of Glendora. However, the manner in which pension costs are calculated, the city will not realize the benefits of these lower costs for another ten to fifteen years.[15]

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[8] Subsequent meetings were held in 2018 on: Jun 20, Jul 11, Jul 25, Aug 16, Aug 29, Sep 6, Sep 12, Oct 24, and April 10, 2019.
[9] The Committee's meetings, agendas, minutes and presentations may be found at: http://www.cityofglendora.org/departments/government/boards-commissions-and-committees/ad-hoc-committee. Plus, Mayor Thompson's input was included in personal notes taken and various recollections at the same meeting.
[10] See: http://www.cityofglendora.org/departments/government/boards-commissions-and-committees/ad-hoc-committee
[11] There are excellent City of Glendora financial and budgetary resources found here: http://www.cityofglendora.org/departments-services/finance/finance-reports
[12] For example, in documents provided by the City, full time equivalent employment (FTE's) for FY 2009 were 316.64 positions, while the proposed budget for FY 2019 showed 245.26 FTE's—a 22.5% staffing reduction over approximately ten years. See: http://www.cityofglendora.org/home/showdocument?id=23243 (page 30).
[13] Op. cit. (see: foot note 11 within the referenced document)
[14] For a summary of the PEPRA go to https://www.calpers.ca.gov/docs/forms-publications/summary-pension-act.pdf. According to PERS: "The improvement in funded status has generally reduced the risk that plans will fall to low funding levels. However, employer contribution levels are climbing and this is potentially increasing financial stress on some employers. When combined with some of the environmental changes discussed in the report, this is an area of concern for the future. In addition to the overall level of the contributions, **sudden sharp increases in employer contribution rates remain a concern as well. The greatest risk to the system continues to be the ability of employers to make their required contributions.** However, with few exceptions, employers are currently up-to-date with their contribution requirements." [emphasis added]
[15] For a detailed primer on the City's history with CalPERS and its ongoing funding obligations, please see: http://www.cityofglendora.org/home/showdocument?id=23245

Current and Future Revenue Challenges

The committee discussed and/or received many detailed presentations from city staff, a private consulting company, and from committee members who had conducted their own research on a variety of topics. In addition:

- The Committee received and discussed an overview of the City of Glendora's organizational structure, which included detailed financial data on the different types of funding—along with various restrictions imposed by the state and federal governments,
- The FY 2018-19 budget (which at the time of our meetings was being discussed and reviewed by the City Council), and, projected revenue and deficit forecasts.
- The Committee received a detailed overview of the city's future budget challenges.
- Current and projected pension costs were studied in great detail, particularly how amortization calculations and the projected impacts of unfunded pension liabilities impact city revenues.
- The Committee reviewed the city's General Fund key revenue sources consisting of: Property Tax and Sales Tax.
- The Committee also studied Capital Improvement Funding, the impacts of deferred maintenance—both in streets, public facilities (property and buildings), vehicles and equipment—and related expenses to individual departments.
- Potential Revenue and Expense reductions were also reviewed and prioritized. This included recommendations for citywide cost saving activities and potential service delivery changes.
- The committee learned about the city's anticipated revenue concerns—and was presented a benchmark, the 'Great Recession,' for comparison.[16] Starting after 2008, the city's revenues have recovered and were generally increasing each year. However, *expenditures were increasing at a much greater rate* and the city was facing a $500,000 budget shortfall in fiscal year 2019. This was projected to increase to more than $2,000,000 by FY 22-23 and will continue for the next ten to fifteen years until the shortfall begins decreasing.[17] The primary causes of this budgetary "structural deficit" are:
  - ✓ Rising employee pension costs. Changes in CalPERS "discount" (also known as the "assumed rate of return") rate doubles the City's costs and revisions with a *reduction* in the amortization period;
  - ✓ Loss of redevelopment funding due to state legislative action;
  - ✓ Increasing state and federal mandates with no additional funding being provided for implementation;[18]
  - ✓ Reliance on special revenues for operating costs (like asset forfeiture).
  - ✓ Fundamental changes in the retail economic environment due to a significant increase in online sales and subsequent loss of sales tax revenue
  - ✓ Natural and cyclical economic fluctuations;
  - ✓ Employee Negotiations;
  - ✓ Ongoing infrastructure needs: deferred maintenance of the streets and public facilities; and
  - ✓ Reliance on special revenues for operating costs such as asset forfeiture, franchise fees, permits, fees, etc.

[16] According to the Federal Reserve, "the Great Recession began in December 2007 and ended in June 2009, which makes it the longest recession since World War II." See: https://www.federalreservehistory.org/essays/great_recession_of_200709

[17] For a complete background and overview of the projected budget deficit, please see the materials from the June 7, 2019, Ad Hoc Citizens Advisory Committee found here: http://www.cityofglendora.org/home/showdocument?id=23243

[18] See: http://www.cityofglendora.org/home/showdocument?id=23319, specifically on page 19, for a discussion regarding "California Ballot Initiatives Influencing Local Government Finances."

We also learned that Glendora is not unique in this predicament. A significant number of cities in California are experiencing almost identical budget issues.[19]

BASIS FOR THE COMMITTEE'S RECOMMENDATIONS

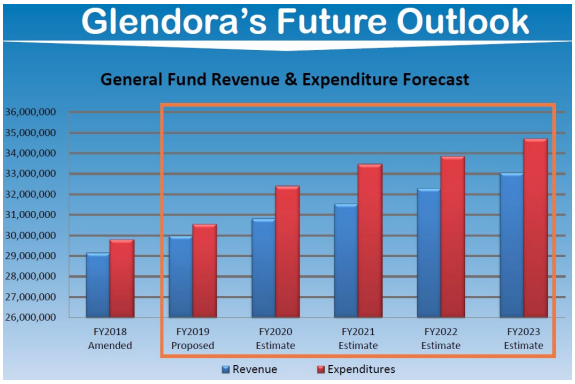
Options

1. Focus on issues that would ***significantly*** increase revenues and/or ***reduce*** costs. The projected annual budget deficit was in the $500,000 (FY 2019 to nearly $2,000,000 range estimated by FY 2023].[20] The chart below indicates the projected structural imbalance in the City's General Fund.

	Actual FY 16-17	Amended FY 17-18	ESTIMATE FY 18-19	ESTIMATE FY 19-20	ESTIMATE FY 20-21	ESTIMATE FY 21-22	ESTIMATE FY 22-23
Total Revenues	30,861,831	29,147,522	30,101,731	30,396,761	31,116,306	31,855,501	32,615,657
Total Expense	29,846,566	29,776,431	30,440,563	32,285,833	33,339,182	33,712,352	34,563,703
Operating Surplus or (Deficit)	$ 1,015,265	$ (628,909)	$ (338,832)	$ (1,889,073)	$ (2,222,876)	$ (1,856,851)	$ (1,948,046)
Budget Surplus goal = 1.0% of Exp.	243,369	266,255	285,730	286,955	313,336	324,709	335,635
Net Surplus/(Deficit)	*771,896*	*(895,145)*	*(624,563)*	*(2,176,028)*	*(2,536,212)*	*(2,181,560)*	*(2,283,680)*
Beginning Available Fund Balance		12,306,072	11,677,163	11,338,331	9,449,258	7,226,382	5,369,531
Ending Available Fund Balance		**11,677,163**	**11,338,331**	**9,449,258**	**7,226,382**	**5,369,531**	**3,421,486**
Working Cap. Reserve (45% of exp.)		11,981,471	12,857,859	12,912,975	14,100,128	14,611,905	15,103,564
Above/(Below) Maximum Reserve goal		*(304,289)*	*(1,519,528)*	*(3,463,717)*	*(6,873,746)*	*(9,242,374)*	*(11,682,078)*

For example, the suggestion of minor revenue increases, such as doubling a $10 fee, would not solve the budget issue.

2. Conduct a broad, higher level view if there appeared to be the potential of a significant revenue increase or cost savings, and then, recommend that the city council take steps to explore the issue in greater detail.



The reason is that some solutions would require significant resources in staff time, expenses, and community input that were outside the scope and the time commitment of the Committee's assignment.

For example, if the Committee recommended the sale of a city park (a one-time revenue increase) so it could be replaced, for example, with a residential development (accompanied by an on-going increase in property tax revenue); many other factors would come into play. For example: Does the community want this? Town hall meetings/surveys would need to be done. What is the environmental impact? A study would need to be commissioned. Are there utility (i.e., water, electric issues)? What is the potential for lawsuits? What is the cost / impact to the infrastructure (streets, sewers, etc.) vs the property tax increase? How are police, fire, and school services affected, etc.?

[19] See for example: https://www.cnbc.com/2018/06/27/californias-fiscal-risks-despite-largest-surplus-in-more-than-decade.html, https://californiapolicycenter.org/californias-most-financially-stressed-cities-and-counties/, and https://www.calpers.ca.gov/docs/forms-publications/annual-review-funding-2018.pdf

[20] See: http://www.cityofglendora.org/home/showdocument?id=23243 and http://sirepub.ci.glendora.ca.us/sirepub/cache/2/ylghxpg2mmhdy52qtvkzxoyc/340754090220191124372 95.PDF

The committee determined to pursue a broader scope of recommendations and not focus one issue.

SEEKING SOLUTIONS—EXPENSE REDUCTIONS

Pension Bond Refinancing

- Pension costs were studied in detail and how amortization calculations and the projected impacts of unfunded pension liabilities impact city revenues.
- The committee learned that the city could take steps to issue a bond that would pay off the city's unfunded pension liability to CalPERS. The creation of the bond would lower the amount of money the city pays due to the difference in interest rates (this is comparable to refinancing a home mortgage at a lower interest rate).
- As the committee was meeting, the city council was taking action to issue a pension bond.[21]

➢ ***The committee concurred with this course of action.***

Contracting-Out City Services

The committee reviewed and discussed very basic information on potential cost savings for outsourcing the City's Police Department to the Los Angeles County Sheriff's Department. The committee also received information on potential cost savings for the possibility of outsourcing the library to the Los Angeles County Library system. In addition, we noted that some local cities outsource Public Works and Community Services.

Outsourcing

Item	Pros	Cons
Glendora Police Department and the Los Angeles County Sheriff's Department[22]	• Possible reduction in budget costs due to consolidation of services with Los Angeles County, i.e., economies of scale (personnel, vehicles, equipment, training, facilities) • "Fix" the cost of services • The availability of additional resources	• Less local control over police-led efforts and initiatives • Decreased staffing levels • Turnover in personnel • Unable to control rising costs because the county oversees contract negations. • The cost versus the services provided can vary greatly • Clarity of reporting—allegiance to County or City? • Long-time city sentiment recognizes the good job the Glendora PD is doing[23] • Lack of community engagement • Prioritization of calls • Response times

[21] The City Council authorized issuing POBs [Pension Obligation Bonds] to address the City's $57.5 million unfunded accrued liability ("UAL") for employee pensions provided through the California Public Employees' Pension System ("CalPERS"). See the City Council agenda item, dated March 12, 2019 at: http://www.cityofglendora.org/home/showdocument?id=25033. There was excellent news in conjunction with this subsequent bond sale in August 2019, as the city obtained a 'AAA' bond rating from Standard and Poor's on the proposed Pension Obligation Bonds! **Glendora is now among one of fifteen cities with debt outstanding that have achieved this credit rating in California.** S&P specifically noted "the local economy, the financial performance of the City, and City management with particular focus on financial policies and practices, as major factors in determining the credit rating." See: https://www.standardandpoors.com/en_AU/web/guest/article/-/view/type/HTML/id/2281522

[22] For a very rough cost analysis and using the Los Angeles County Sheriff's contract with the city of San Dimas, see the notes from the committee meeting of July 25, 2018, p. 33, at http://www.cityofglendora.org/home/showdocument?id=23323.

[23] See a list of community surveys which rate police (emergency) services at: http://www.cityofglendora.org/departments-services/city-manager/glendora-community-survey-results. Consistently, the surveys indicate that local residents note that providing police services is the most or among the most important of the City of Glendora services.

City Library[24]	Potential reductions in overall costs (please note, the actual savings have yet to be identified and/or quantified)	• Outsourcing could lead to reduced service • Underserving of populations more difficult to reach • It was suggested that the City currently operates its library at less cost than the County
Community Services and Public Works	Potential reductions in overall costs (please note, the actual savings have yet to be identified and/or quantified)	Outsourcing could lead to reduced service

The committee felt strongly that any consideration for outsourcing would require significant study, by the City Council, and community input.

➢ ***It is recommended that the City Council and city staff recognize that the city <u>may have</u> potential cost savings by outsourcing any of these four departments.***

SEEKING SOLUTIONS—REVENUE INCREASES

The Committee also received information on legislation and court cases relating to sales and use tax, and additional revenue enhancement options. An excellent presentation was made by Mr. Lloyd de Llamas, of HDL, a firm that specializes in public agency revenue management services including sales tax, property tax, lodging tax, business license and tax, and tax, economic development.[25] With the background from Mr. de Llamas and city staff, the committee discussed three potential revenue sources—i.e., tax increases—that could potentially bring in between $1,000,000 and $5,000,000 in additional annual revenue. Any of these revenue sources would assist in reducing the projected structural budget deficit that the city is facing.

Each of these options would require voter approval, to pass as prescribed by state law.[26]

1. <u>Property (Parcel) Tax Increase</u>
   The committee had several concerns with this:
   A) Property owners would bear the cost of this. Renters would not; and
   B) Based upon when a property was last sold, property tax obligations could vary significantly amongst neighbors who owned properties of comparable value. It was also noted that the Glendora Unified School District has proposed several property tax measures in recent years; the last one failed.[27] This was indicative that the Glendora community may **<u>not</u>** be supportive of another property tax measure.

Calculation	Amount
Total Parcels	16,157
Government Owned	(4)
Exempt	(486)
Total Taxable Parcels	15,667
If Tax is $32	$501,344
If Tax is $64	$1,002,688
If Tax is $128	$2,005,376
If Tax is $256	$4,010,752

[24] For additional background on the outsourcing the library, see: http://www.cityofglendora.org/home/showdocument?id=23323
[25] For background and the expertise of Mr. de Llamas and his firm, refer to: https://www.hdlcompanies.com/
[26] For example, a *Parcel Tax* requires a 2/3's voter approval. A *Transaction (Sales)* Tax, requires at least a 50% plus 1 vote, a *User Utility Tax* requires at least a 50% plus 1 vote. For additional background, see: http://www.cityofglendora.org/home/showdocument?id=24470
[27] See https://www.sgvtribune.com/2017/11/08/after-measure-gg-fails-glendora-unified-will-regroup-to-find-new-funding/ and https://ballotpedia.org/Glendora_Unified_School_District,_Bond_Issue,_Measure_GG_(November_2017). For this to pass a 55% supermajority was required for approval. The final vote was: 2,763 **NO** [52.89%] and 2,461 **YES** [47.11%].

2. Utility Tax

This would affect both property owners and renters. However, utilities are a necessity and increases in utility prices would negatively affect low-income households and seniors on fixed incomes. However, this remains a viable source of potential revenues:

Glendora Quick Analysis on UUT

	1%	UUT 8%	UUT 6%	UUT 4%
UUT-Television(Cable)	96,000	768,000	576,000	384,000
UUT - Water	218,500	1,748,000	1,311,000	874,000
UUT - Suburban	20,000	160,000	120,000	80,000
UUT-Telephone/Mobile		-	-	-
UUT-Electric	441,563	3,532,501	2,649,375	1,766,250
UUT-Gas	90,000	720,000	540,000	360,000
Total UUT Revenue	**770,063**	**6,928,501**	**5,196,375**	**3,464,250**
Approximately 13,500 Water Accounts	Annual Impact	513.22	384.92	256.61
	Monthly Impact	42.77	32.08	21.38

3. Sales Tax Increase

This would apply equally and is based upon how much you purchase or lease of tangible personal property. Real property and services are excluded—it is charged only when sold to the end user. In Glendora, 85% of the sales tax revenue is generated by 5% of businesses. The committee also learned that due primarily to the Glendora Marketplace, Diamond Ridge, and Wal Mart retail centers, that more than 50% of sales tax revenue is collected from non-residents who shop in Glendora. In essence, non-residents would be helping to pay for city services while they were shopping in Glendora.[28]

The committee also learned that the state sales tax rate is set by state law at 10.25% and cannot be increased under current law.[29, 30] The last tax increase was Los Angeles County's "Measure H" to support the homeless.[31] The Measure H increase is estimated to generate about $1,500,000 from the city of Glendora, yet, Los Angeles County controls the money and Glendora receives approximately $100,000 each year![32]

Conclusions Related to Revenue Enhancements:

The committee determined that the sales tax increase (No. 3 above) was the best option:

- It is a tax paid regionally and not borne entirely by the City's residents.
- This tax has a statutory cap of 10.25%. Currently, the tax is set at 9.5%. This leaves an opportunity for a 0.75% increase.
- A proposed increase would be competitive with what other local cities have done or are proposing to implement.
- If a sales tax increase was approved by local voters, **all the revenue would stay with the city under local control**.

[28] For an excellent overview of the sales tax process in California and its impacts to Glendora see the July 25, 2018 Ad Hoc Committee meeting presentation at: http://www.cityofglendora.org/home/showdocument?id=23323

[29] https://en.wikipedia.org/wiki/Sales_and_use_taxes_in_California

[30] See: http://www.westerncity.com/article/primer-california-city-revenues-part-two-major-city-revenues

[31] See: here. A **yes** vote was a vote in favor of authorizing a 0.25 percent county sales tax for 10 years in order to fund homeless services and prevention. A 2/3 vote (66.7%) was required for the approval of Measure H and the measure passed with 69.34% of the vote cast.

[32] For comprehensive detail on the city's revenue stream, see: http://www.cityofglendora.org/home/showdocument?id=23120

Sales Tax Description	Rate
Sate of CA - General Fund	3.6875%
State of CA - General Fund	0.2500%
State of CA - Local Public Safety	0.5000%
State of CA - Local Health and Social Services	0.5000%
State of CA - Local Revenue Fund	1.0625%
Local Agency (Country Transpiration Fund)	0.2500%
Local Agency (City of Glendora)	1.0000%
Statewide Base Sales and Use Tax Rate	*7.2500%*
Los Angeles County Measure H Homeless (LACH) - 10/1-2017	0.2500%
Los Angeles County Metro Transportation Authority (LAMT) - 7/1/2009	0.5000%
Los Angles County Traffic Improvement Plan (LAMA) - 7/1/2017	0.5000%
Los Angeles County Transportation Commission (LACT) - 7/1/2017	0.5000%
Los Angeles County Transportation Commission (LATC) - 4/1/1991	0.5000%
Existing District Tax Additions To Sales Tax Rate	*2.2500%*
Base Sales Tax Charged Throughout Los Angeles County	*9.5000%*
Ad-Hoc Committee Recommended Increase	0.7500%
***Total Proposed Local Sales Tax Rate**	**10.2500%**
Note: California has a minimum sales tax of 7.25 percent (state mandate). Counties, municipalities, and districts are allowed to increase the sales tax in specific jurisdictions up to a combined total of 10.25 percent. In Glendora, the County of Los Angeles has already taken 2.25% of the allowable 3% threshold.	

As the committee was meeting, we learned that eleven cities in Los Angeles County had placed sales tax increase initiatives on the Nov 2018 ballot. However, it was too late for a Glendora ballot initiative to be placed on the Nov 2018 ballot; but the committee learned that the city could place, within the prescribed process, a sales tax increase on the ballot as early as March 2019. If Glendora waited for the November 2019 election, it could possibly compete with state and county initiatives that would 'override' Glendora's initiative if both were approved.

- ***Based upon this information, the committee was unanimous in its decision to present a preliminary report to the city council on Sep. 11, 2018 recommending that while the committee was still in-progress, the city should immediately take steps to conduct a special election for a sales tax initiative.***[33]

The city council subsequently chose to follow this course of action and the sales tax initiative (Measure E) was passed by the voters on March 5, 2019. The estimated revenue increase each year is estimated at $3.7M to $4M in Year-1 and $5M after being fully implemented.[34]

[33] http://www.cityofglendora.org/residents/online-videos (after accessing this site, you will then need to search for the Tuesday, Sep. 11, 2018 City Council meeting). More specifically, the action directed the City Attorney to prepare legislation for the September 25, 2018, City Council meeting to place a measure on the March 2019 ballot to seek a three-quarter cent increase in the City's sales (transaction) tax rate, from 9.5% to 10.25%; and, recommend the Ad-Hoc Citizens Advisory Committee continue to work with City staff on identifying expenditure efficiencies and other potential revenue enhancements.

[34] See: https://ballotpedia.org/Glendora,_California,_Measure_E,_General_Sales_Tax_(March_2019)

POTENTIAL DEVELOPMENT OF CITY-OWNED PARCELS

The committee inquired about the potential for one-time revenue increases by selling 'excess' city property. A summary of the discussion is provided below:

Potential Development	Pros	Cons
Glen Oaks Golf Course[35]	• A significant source of one-time revenue, roughly estimated at $12.5 million for the sale of the of the land, for example, to a developer. • Also, it is anticipated that the annual property tax revenue, if the property were developed into a residential development for example, would exceed the current leasing income.[36]	• The city would lose a public golf course, an activity that many find as a positive community attribute and the development would significantly alter the neighborhood, which may or may not be welcome. • The golf courses' open space and aesthetic qualities would be significantly altered by a large-scale development.
"San Jose tract" (just north of the current city yard)[37]	• Source of one-time revenue and recurring property taxes if it was sold and replaced by residential development. • It is estimated that some 30+ single-family residential homes could be built on this property.	• There are the concerns associated with any proposed development to vacant land and local impacts on the nearby residents, traffic flow, etc.
South Hills Wilderness Park[38]	• Significant source of one-time revenue and recurring property taxes if it was sold and replaced by residential development. • Large enough that some development could take place and yet still retain its general "open space" nature.	• There are concerns associated with any development like this and local impacts on the nearby residents. • Open space and zoning issues.
Carlyle E. Linder Equestrian Park[39]	• A source of one-time revenue and recurring property taxes if it was sold and replaced by residential development.	• There are concerns associated with any development like this and local impacts on the nearby residents. • Open space and zoning issues.

➢ ***It is recommended that the City Council and city staff recognize that the city has potential sources of one-time and ongoing (annual property tax) revenues depending on how the properties are utilized.***

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[35] See: http://www.cityofglendora.org/home/showdocument?id=7230, specifically Section 3.2, page 3. "Glen Oaks Municipal Golf Course, located at the southwest corner of Glendora Avenue and Dawson Avenue provides a three-par, nine-hole golf course with night lighting, driving range and a putting practice green. A golf pro shop, coffee shop, community meeting room, restrooms are also located on-site, comprising approximately 19.79 acres. Glen Oaks Golf Course is under the same lease and shares facilities with the adjacent Dawson Park."

[36] The lease, with PW Golf Management initiated in 2009, was extended for an additional five years commencing July 1, 2019. The lessee, it appears from the documentation, is responsible for improvements and upkeep. The city's staff report dated April 24, 2019, notes 18.68 acres which differs from the "Open Space" report by a little more than an acre (see footnote no. 30 in that report). Also, refer to the April 24, 2019, City Council agenda's staff report and supporting documentation.

[37] The so-named "San Jose Tract," is adjacent to the city yards and is approximately five acres in size and could accommodate up to 30 single family homes (from personal notes taken at the Aug. 16, 2018, Ad Hoc meeting with the information provided by city staff).

[38] Op. cit.: p. 7. The South Hills Wilderness Area, designated as an open space, is comprised of 248.5 acres located north of the 210 Freeway, east of Glendora Avenue, West of Los Cerritos and south of Route 66. South Hills Park and the undeveloped northern terminus of Bonnie Cove Avenue provide access to the trail system of the South Hills Wilderness Park.

[39] Ibid, p. 4. "Carlyle E. Linder Equestrian Park, located on Glendora Mountain Road and Boulder Springs Drive, is a 2.11-acre equestrian facility with a riding rink [and] training rink..." The Equestrian Park provides access to the primary equestrian trailhead for Big Dalton Wilderness Park."

COMMITTEE RECOMMENDATIONS

Summary of Recommendations:

1. The committee concurred with the City Council's course of action issuing *Pension Obligation Bonds* to address the City's unfunded accrued liability [see page 7].

2. It is recommended that the City Council and city staff recognize that the city may have potential cost savings by outsourcing any of these four departments: *Community Services, Library, Police,* and, *Public Works* [see page 8].

3. Based upon this information, the committee was unanimous in its decision to present a preliminary report to the city council on Sep. 11, 2018 recommending that while the committee was still meeting, the city should immediately take steps to conduct a special election for a sales tax initiative. [See page 10; *approved by the Council and approval granted by the citizens of Glendora on March 5, 2019*]

4. The City Council is accountable to manage the City's finances in a prudent manner; the committee recommends that the Council consider appointing a group of representative residents to review from time to time the expenditures of Measure E revenues. This advisory group would sunset after five years [see pages 8-10].

5. It is recommended that the City Council and city staff recognize that the city has potential sources of one-time and ongoing (annual property tax) revenues depending on how the properties are developed [see page 11].

Measure E Follow-up

The committee met after Measure E passed. While Measure E is a significant source of revenue for the city and will balance the structural deficit, the city still faces potential and significant financial issues.[40] These include:

- ✓ Infrastructure costs such as the streets being in need of repair/maintenance. In order to meet the best practices of street maintenance, some $60,000,000 would be needed.
- ✓ The city faces a potential cost in the millions due to federal waste water compliance laws.
- ✓ The economy will eventually go into a recession and that will affect sales tax revenues.

[40] The ballot question for "Measure E" asked: "*To maintain existing City services including public safety, youth/adult programs, fix streets/potholes, address quality of life issues, maintain library services, address rising pension costs, implement technology projects, and improve the financial health of the City, shall the Measure be adopted approving an ordinance enacting a three-quarters percent (0.75%) transactions and use tax providing approximately $5,000,000 annually in general revenue, to be levied until ended by the voters with all funds staying local, for Glendora?*" The vote was taken on March 5, 2019). The measure, to pass, required a majority of votes cast. With the final: "YES:" 3,524 [53.67%] to "NO:" 3,042 [46.33%]. See: https://www.lavote.net/ElectionResults/Text/3983

IN SUMMARY

Like many surrounding cities, the City of Glendora takes a measure of civic pride in its ability to exercise prudent fiscal management and local control to maintain and enhance the quality of life for all Glendora residents, businesses, and those that work here and frequent our retail establishments.

The City of Glendora's AD Hoc Committee has undertaken an in-depth budgeting overview, long-range financial planning, and, resource allocations discussions with city staff and outside experts. During our discussions, the Committee discussed a variety of topics, expenditure reductions, revenue enhancements, and potential outsourcing of city services. In the end, we could not guarantee that the services and benefits enjoyed by the residents could be maintained.

Also, the committee:

- Reviewed the budget and available fiscal resources—and how those resources are allocated to the city from the federal, state, the county governments and from local residents and local businesses.
- Reviewed and assessed current, past and future expenditures and revenues. This was done to identify or consider possible re-allocation or reduction of these revenues and expenditures.
- The Committee acknowledges the City's past practices of strong fiscal management including maintaining a high level of service with a fairly low city tax burden on the community compared to neighboring cities. Past actions include a reduction in staffing levels by 23% since 2009, which included a reduction in staffing of the Police Department by 14%. The City has been diligent in its efforts to reduce pension related expenditures, by implementing lower benefit levels for new employee pension plans before it was required by the Public Employees' Pension Reform Act. PEPRA resulted in further reductions of pension benefits for new employees. Even with staffing reductions, service levels have remained fairly consistent across all departments.
- Had extensive in-depth discussions, with information provided by the city and outside experts, to ensure that our requests and questions were properly covered and that our ideas for solutions to City financial issues have the proper foundational support.
- The Ad Hoc Committee was committed to provide the City Council and the residents with strong fiscal recommendations to help keep our City financially solvent and better positioned to react to external conditions not created or largely controlled by the City of Glendora
- Our most significant recommendation was for the City Council to take bold action in quickly moving forward to place, what became known as Measure E, on the March 5, 2019 ballot. This measure passed—*but not by much*!
- There are several longer-term recommendations that would require more detailed study and community input as future City Councils may need to consider additional revenue sources necessary to balance the City's budget.

# # #

The Chair and Vice-Chair would like to acknowledge:

- *The many hours each committee member spent in a number of meetings, asking questions, and earnestly seeking on their own time, information, and clarification as to what was best for the future of Glendora.*
- *We could not have done it without members of the Glendora City staff for their diligent efforts to answer questions, provide data, and assist us in keeping the process moving forward.*
- *We appreciate the City Council having the foresight to recognize that this issue needed to be reviewed and that any solutions offered be coordinated in a careful and thoughtful manner.*

ATTACHMENT C

Draft City Council Decision Matrix – Infrastructure and Facilities Review Group

This decision matrix is intended to guide City Council discussion on: (1) one-time funding; and (2) whether to establish a group to study the City's facilities and infrastructure needs, and if so, how that group should be structured, scoped, and guided financially and operationally.

Step	Policy Question	Options for Council Consideration	Policy Implications
1	Does the City Council wish to establish a group to study the City's facilities and/or infrastructure needs?	A. Yes – establish a review group B. No – continue review through regular and addition Council meetings C. Combination – City Council makes certain decisions now and established a review group to study specific issues/topics	Establishing a group may allow deeper analysis and community input but extends the timeline. Handling within Council maintains speed and direct policy control. The City Council may also establish a workshop schedule to discuss a specific item (e.g. every third Tuesday of the month).
2	If yes, what structure should the group have?	A. Citizen Ad-Hoc Committee B. City Council Subcommittee C. Combination – Citizen Ad-Hoc Committee with City Council liaison(s)	Citizen Committee may increase public engagement and provide additional technical input. City Council Subcommittee allows more direct Council oversight and faster coordination with staff.
2A	If Citizen Ad-Hoc Committee: What qualifications should applicants possess?	Experience in: • Large-scale infrastructure projects • Public Contracts / Prevailing Wage • Transportation / streets • Engineering or construction management • Finance / capital planning • Project management • Community representation	Establishing qualifications ensures relevant expertise while maintaining community representation.
2B	If Council Subcommittee: Who should serve?	Two Councilmembers selected by Council consensus	Determines the level of Council leadership and responsibility for guiding the review.
3	What is the purpose and scope of the group's work?	A. Review of City facilities only B. Review facilities and streets/roads C. Conduct a comprehensive review of all major capital assets (facilities, streets/roads, water, etc.)	A broader scope increases complexity and timeline. If only facilities are selected, City Council policy direction is needed on infrastructure priorities (e.g. streets vs facilities)
3A	Should the group review previously presented information?	A. Yes – review all facilities-related information previously presented to Council, Library Board, and the public B. No – focus only on new or updated information	Reviewing prior material ensures continuity but may extend review time or the number of necessary public meetings.

ATTACHMENT C

Step	Policy Question	Options for Council Consideration	Policy Implications
4	Should the group review the adopted 2025–2027 Strategic Plan and recommend modifications to infrastructure-related priorities?	A. Yes – evaluate and recommend changes B. No – maintain Strategic Plan priorities as adopted	Provides staff clarify on alignment of infrastructure decisions with broader City Council priorities.
5	Should the group recommend prioritization among infrastructure categories (e.g., streets vs facilities)?	A. Yes – recommend prioritization B. No – provide information only; prioritization remains with Council	Prioritization recommendations may help guide funding decisions but involve policy tradeoffs.
6	What financial framework should guide the review?	A. Focus only on projects fundable immediately with available one-time funds B. Evaluate all projects in the adopted Five-Year Capital Improvement Program (CIP)	Narrow financial scope allows quicker decisions; broader review supports long-term planning, but may delay certain projects underway. Caution is advised on project delays, as recent CPI impacts are material.
7	What policy direction should guide the use of one-time funding?	Direction may include: • Reserve some funding for future street projects • Reserve funding for facility improvements • Allocate all available funding now	Determines long-term fiscal flexibility and project sequencing.
8	Is the City Council open to allocating one-time funding toward non-capital programs or initiatives?	A. Yes – allow some allocation to programs B. No – limit one-time funds to capital infrastructure projects	Clarifies whether one-time revenues should be strictly capital-focused.
8A	How much funding should be considered for use of one-time funds?	Council may specify a maximum amount or percentage of available one-time funds: A. $5 million an under (conservative) B. $5-8 million (moderate) C. $8-$12 million (moderate+) D. $12+ million (aggressive)	Establishes fiscal guardrails for policy decisions. Options A & B would allow for future financial flexibility during economic downturn and likely does not impact bond rating. Option C allows for moderate financial flexibility during economic downturns (e.g. one-year of flexibility). Option D limits flexibility on community service impacts and likely impacts bond ratings.
9	What is the desired timeline for the group's work and recommendations?	A. Short-term (3–4 months) B. Medium-term (6–9 months) C. Comprehensive review (12-24 months) D. Combination of timeframes depending on workplan of group.	Shorter timeline accelerates decisions but will limit analysis; longer timeline allows deeper evaluation. Generally, citizen ad-hoc groups have required between 9 months and two years.

ONE TIME FUNDING & ADVISORY GROUP OPTIONS

CITY MANAGER'S OFFICE
CITY COUNCIL MEETING
MARCH 24, 2026
ADAM RAYMOND, CITY MANAGER

BACKGROUND

January 13, 2026

- Council requested discussion on use of one-time funds (city facility and civic center discussion)

February 24, 2026

- Council received report on one-time funding (Mid-Year Budget Update)
  - Motion from Council to Receive and File Report
  - Staff agreed to return with information on advisory groups
  - No action taken on use of one-time funds

CITIZEN ADVISORY / AD-HOC GROUPS

Typically composed of residents who:

- Study specific issues or policy areas
- Gather input, research, and community feedback
- Provide recommendations to the City Council (or staff) on policies, plans, or programs
- Generally, do not have significant decision-making authority (advisory, not legislative)

Currently the City has several standing committees / boards:

- Planning Commission
- Water Commission
- Library Board
- Recreation and Human Services Commission
- Business Improvement District (BID) Board

These efforts require significant staffing resources, with coordinated community engagement

RECENT CITIZEN ADVISORY COMMITTEES

Revenue Options & Expenditures Committee (2018 – 2020):

- Bi-monthly meetings: All information was publicly available (20 members)
- Studied long-term fiscal challenges
- Provided recommendations on revenue and cost strategies
- Initial Recommendations in 2018 (Measure E)
- Final Report issued in November 2019 (land sales, outsourcing, revenue measure, historical staff)
- Last check-in with City Council in December 2020 (strategic plan)

RECENT CITIZEN ADVISORY COMMITTEES

Antique Streetlight Advisory Panel (2022 – 2023):

- Regular meeting intervals: All information was publicly available, and meetings were broadcast (10 members)
- Evaluated restoration feasibility
- Provided recommendations regarding assessment district (targeted annual rate, additional city contribution of money)
- Final vote on establishment of lighting district failed 35% to 65% (followed votes in 2007 and 2008)
- Antique lights will be part of future project along Glendora Avenue leverage funding (restoration, first/last mile)

CITY COUNCIL SUB-COMMITTEE

Typically composed of two council members:

- Study specific issues or policy areas;
- Gather input, research, and community feedback;
- Provide recommendations to the City Council on policies, plans, or programs; and
- Decision-making authority dependent on City Council direction for sub-committee
- Brown Act issues with more than two members assigned to sub-committee

These efforts may require significant staffing resources depending on scope and depth of review

RECENT CITY COUNCIL SUB-COMMITTEES

Dale Affordable Housing Project with Mercy Housing (2025-2026):

- Mayor Pro-Tem Davis and Councilmember Allawos
- Monthly meetings with staff and Mercy Housing
- Field trips, review of housing product types, populations served, and fiscal challenges
- Provided recommendations to City Council in furtherance of Mercy ENA (Phase I)

POTENTIAL GOVERNANCE STRUCTURES

Option 1 – Citizen Ad-Hoc Committee:

- Additional community representation
- Broader engagement and expertise (typically with new topics)

Option 2 – City Council Subcommittee:

- Two councilmembers
- Direct coordination with staff
- Faster review process (generally)

Option 3 – Hybrid Approach:

- Citizen committee with Council liaison (passive, not active engagement in meetings)

DRAFT CITY COUNCIL DECISION MATRIX

Guide City Council discussion on:

- One-time Funding
- Whether to establish a group to study the City's facilities and infrastructure needs, and if so, how that group should be structured, scoped, and guided financially and operationally

DRAFT CITY COUNCIL DECISION MATRIX

Step	Policy Question	Options for Council Consideration	Policy Implications
1	Does the City Council wish to establish a group to study the City's facilities and/or infrastructure needs?	A. Yes – establish a review group B. No – continue review through regular and addition Council meetings C. Combination – City Council makes certain decisions now and established a review group to study specific issues/topics	Establishing a group may allow deeper analysis and community input but extends the timeline. Handling within Council maintains speed and direct policy control. The City Council may also establish a workshop schedule to discuss a specific item (e.g. every third Tuesday of the month).
2	If yes, what structure should the group have?	A. Citizen Ad-Hoc Committee B. City Council Subcommittee C. Combination – Citizen Ad-Hoc Committee with City Council liaison(s)	Citizen Committee may increase public engagement and provide additional technical input. City Council Subcommittee allows more direct Council oversight and faster coordination with staff.
2A	If Citizen Ad-Hoc Committee: What qualifications should applicants possess?	Experience in: • Large-scale infrastructure projects • Public Contracts / Prevailing Wage • Transportation / streets • Engineering or construction management • Finance / capital planning • Project management • Community representation	Establishing qualifications ensures relevant expertise while maintaining community representation.
2B	If Council Subcommittee: Who should serve?	Two Councilmembers selected by Council consensus	Determines the level of Council leadership and responsibility for guiding the review.

DRAFT CITY COUNCIL DECISION MATRIX

Step	Policy Question	Options for Council Consideration	Policy Implications
3	What is the purpose and scope of the group's work?	A. Review of City facilities only B. Review facilities and streets/roads C. Conduct a comprehensive review of all major capital assets (facilities, streets/roads, water, etc.)	A broader scope increases complexity and timeline. If only facilities are selected, City Council policy direction is needed on infrastructure priorities (e.g. streets vs facilities)
3A	Should the group review previously presented information?	A. Yes – review all facilities-related information previously presented to Council, Library Board, and the public B. No – focus only on new or updated information	Reviewing prior material ensures continuity but may extend review time or the number of necessary public meetings.
4	Should the group review the adopted 2025–2027 Strategic Plan and recommend modifications to infrastructure-related priorities?	A. Yes – evaluate and recommend changes B. No – maintain Strategic Plan priorities as adopted	Provides staff clarity on alignment of infrastructure decisions with broader City Council priorities.
5	Should the group recommend prioritization among infrastructure categories (e.g., streets vs facilities)?	A. Yes – recommend prioritization B. No – provide information only; prioritization remains with Council	Prioritization recommendations may help guide funding decisions but involve policy tradeoffs.
6	What financial framework should guide the review?	A. Focus only on projects fundable immediately with available one-time funds B. Evaluate all projects in the adopted Five-Year Capital Improvement Program (CIP)	Narrow financial scope allows quicker decisions; broader review supports long-term planning but may delay certain projects underway. Caution is advised on project delays, as recent CPI impacts are material.

DRAFT CITY COUNCIL DECISION MATRIX

Step	Policy Question	Options for Council Consideration	Policy Implications
7	What policy direction should guide the use of one-time funding?	Direction may include: • Reserve some funding for future street projects • Reserve funding for facility improvements • Allocate all available funding now	Determines long-term fiscal flexibility and project sequencing.
8	Is the City Council open to allocating one-time funding toward non-capital programs or initiatives?	A. Yes – allow some allocation to programs B. No – limit one-time funds to capital infrastructure projects	Clarifies whether one-time revenues should be strictly capital-focused.
8A	How much funding should be considered for use of one-time funds?	Council may specify a maximum amount or percentage of available one-time funds: A. $5 million an under (conservative) B. $5-8 million (moderate) C. $8-$12 million (moderate+) D. $12+ million (aggressive)	Establishes fiscal guardrails for policy decisions. Options A & B would allow for future financial flexibility during economic downturn and likely does not impact bond rating. Option C allows for moderate financial flexibility during economic downturns (e.g. one-year of flexibility). Option D limits flexibility on community service impacts and likely impacts bond ratings.
9	What is the desired timeline for the group's work and recommendations?	A. Short-term (3–4 months) B. Medium-term (6–9 months) C. Comprehensive review (12-24 months) D. Combination of timeframes depending on workplan of group.	Shorter timeline accelerates decisions but will limit analysis; longer timeline allows deeper evaluation. Generally, citizen ad-hoc groups have required between 9 months and two years.

COUNCIL DIRECTION

Fiscal Impact:

- There is no fiscal impact associated with the recommendations in this report.
- As City Council direction on the use of one-time funds is provided, staff will evaluate the fiscal impact of each policy decision on the City.

RECOMMENDATION

That City Council:

1. RECEIVE A REPORT ON CITIZEN AD-HOC COMMITTEES AND CITY COUNCIL SUB-COMMITTEES AND PROVIDE DIRECTION, AS NECESSARY; AND
2. PROVIDE DIRECTION, AS NECESSARY, ON THE USE OF ONE-TIME FUNDS.

STAFF REPORT

TO:	**Mayor and Council Members**	**DATE:**	**March 24, 2026**
FROM:	**Community Development**	**DISTRICT(S):**	**3**

SUBJECT: **Annual Report for the Business Improvement District and Consideration of a Resolution of Intent to Levy and Collect Assessments for Fiscal Year 2026-2027 For the Glendora Village Business Improvement District**

RECOMMENDATION

That the City Council:

1. Approve the FY 2026-2027 Business Improvement District Annual Report; and
2. Adopt a City Council Resolution entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENDORA DECLARING THE CITY COUNCIL'S INTENT TO LEVY AND COLLECT ASSESSMENTS FOR THE FISCAL YEAR 2026-2027 FOR THE GLENDORA VILLAGE BUSINESS IMPROVEMENT DISTRICT AND SETTING A TIME AND PLACE FOR A PUBLIC HEARING CONCERNING THE LEVY OF THE ANNUAL ASSESSMENTS."

STRATEGIC FOCUS AREAS

Not Applicable

EXECUTIVE SUMMARY

The Glendora Municipal Code requires that the Business Improvement District (BID) submit an Annual Report to the City Council no later than June 1st of each year. The Annual Report must contain information regarding assessments and activities for the upcoming fiscal year, pursuant to California Government Code § 36533.

The BID Advisory Board (the Board) has recommended approval of the “Annual Report” (Attachment A). The Annual Report includes the following: 1) an assessment schedule for Fiscal Year (FY) 2026-2027 and 2) a program budget for FY 2026-2027. In addition to the Annual Report, this item includes a “Resolution of Intent” included as Attachment B to levy assessments for FY 2026-2027. Together, the Resolution of Intent and Annual Report are the initial steps to adopt the proposed assessments and program budget for the upcoming fiscal year.

LEGISLATIVE HISTORY / PREVIOUS ACTIONS

The Glendora BID was established as provided by the Parking and Business Improvement Area Law of 1989 (California Streets and Highway Code Section 36500 et seq.). State Law and the Glendora Municipal Code require that the Business Improvement District (BID) file an “Annual Report” with the City Council, as the initial step to renewing annual assessments each year.

In accordance with the City Council's 2023-2025 Strategic Plan, the City Council approved a Memorandum of Understanding (MOU) between the City and the Glendora Chamber of Commerce for the management and operation of the BID. The MOU designates the Chamber as the BID manager, effective July 1, 2024, and outlines the responsibilities of both parties. Under the MOU, the BID manager will handle day-to-day operations, including budgeting, event coordination, and promotional activities, while the City will maintain oversight of assessments and ensure compliance with applicable laws.

On March 5, 2025, the BID Advisory Board approved the Annual Report and recommended that the City Council approve the FY 2026-2027 assessments.

DISCUSSION

The BID Advisory Board (Board) met on February 5 and March 5, 2026 to consider and approve a program budget for FY 2026–2027. There are no changes to the methodology or assessments each BID business pays annually. The activities and events remain generally consistent with previous years, encompassing expenses such as marketing and promotions, special events, and other operational costs including seasonal banners, storage, and administrative expenses. The Wine Walk and assessments are the BID's primary sources of revenue, while expenditures reflect targeted reductions and reallocations across event programming and marketing efforts. The budget is balanced, with total projected revenues of $126,500 and anticipated expenditures of $126,500.

The proposed budget is summarized below:

Revenue	**FY 2026/2027**
Assessments	$48,000
Halloween Walk	$1,500
Wine Walk	$75,000
Interest/ Misc. Income	$2,000
Revenue Total	**$126,500**
Expenditures	**FY 2026/2027**
Marketing and Promotions	$30,000
Events	$83,706
Other Expenses	$12,794
Total BID Expenses	**$126,500**

The BID Board's budget recommendation does not require the use of the BID Fund Balance for ongoing operations; however, the fund balance remains available as a contingency should expenditures exceed revenues or if additional activities are added during the fiscal year. The City Council has previously directed the BID to maintain a minimum undesignated $10,000 fund balance. The BID Fund Balance is projected to be approximately $183,242 at the conclusion of Fiscal Year 2026–2027.

The BID Advisory Board reviewed the Annual Report on March 5 and recommends approval by the City Council. The Annual Report (Attachment A) contains information regarding the assessment methodology, boundaries, and a planned budget with activities for the upcoming fiscal year. To begin the process necessary to renew assessments for FY 2026–2027, the City Council must approve the Annual Report and adopt a Resolution of Intent to Levy Assessments.

Following adoption of the Resolution of Intent, notification letters and an assessment listing identifying each business and its proposed assessment amount will be mailed to all affected businesses. The mailed notice will include a QR code directing recipients to the City's website where the Resolution of Intent, Annual Report, and Staff Report may be reviewed. A Public Hearing will then be held on April 28, 2026 where public testimony may be given on the proposed assessments and budget. City Council will hear and consider protests regarding the assessments. If protests are received from businesses representing more than 50 percent of the total assessments, the proposal will not be adopted and BID assessments will not be collected for FY 2026–2027.

ASSESSMENT/BUDGET ADOPTION SCHEDULE

- March 5 BID Board approved the Annual Report
- March 24 City Council adopts Resolution of Intent to Levy Assessments for Fiscal Year 2026-2027
- March 25 Notification letters and the assessment listing will be mailed to all affected businesses.
- April 28 City Council conducts the Public Hearing, tabulates protest votes, and considers Resolution to Levy and Collect Assessments.

FISCAL IMPACT

The proposed budget for Fiscal Year 2026–2027 is balanced, with total projected revenues of $126,500 and anticipated expenditures of $126,500. The Business Improvement District (BID) is funded through assessments and BID-generated revenues and does not impact the City's General Fund.

ENVIRONMENTAL DETERMINATION

There are no CEQA impacts associated with the recommendations in this report.

Prepared By:	Shantelle Coria , Management Analyst
Concurs With:	Not Applicable
Reviewed By:	Jeff Kugel, Community Development Director
Certified to Availability of Funds:	Kyle Johnson, Finance Director/City Treasure
Approved By:	Adam Raymond, City Manager
Legal Review:	Danny Aleshire, City Attorney
CEQA Review:	Not Applicable

Attachments

A_Annual_Report.pdf
B_Draft_Resolution_of_Intent_to_Levy_and_Collect_Assessments_for_FY_26-27.pdf
C_Power_Point.pdf

GLENDORA VILLAGE BUSINESS IMPROVEMENT DISTRICT (BID)
ANNUAL REPORT FOR FISCAL YEAR 2026-2027

This annual report includes a proposed assessment levy and program budget for the fiscal year covering July 1, 2026, through June 30, 2027.

Boundaries and Assessments

There are no proposed changes to the BID boundaries or the assessment methodology. The assessment methodology adopted for the fiscal year (FY) 2025-2026 will continue to be utilized into the FY 2026-2027. The BID boundary map and assessment methodology are included as Exhibits A and B, respectively.

Improvements and Activities

A line-item budget incorporating the cost of improvements and activities is included with this report as Exhibit C.

Method and basis of levying the assessment

All businesses within the BID are subject to the assessments. Charities, resident farmers, ministers, employees of licensees, certain manual laborers, persons under court order, students, and veterans, as those terms are defined in Glendora Municipal Code Section 5.04.060, shall be exempt from paying the charges and assessments imposed pursuant to this chapter.

The assessment methodology is included with this report as Exhibit B.

Surplus revenue to be carried over from 2025-26 year

Each year the surplus balance within the BID fund carries forward as a reserve account to be utilized in the event that expenditures exceed revenue. For the current FY 26-27 expenditures did not exceed revenue, resulting in a surplus balance of approximately $183,242.

Funding sources other than assessments

As illustrated in Exhibit C, the BID anticipates generating $48,000 from assessments, $75,000 from events and $2,000 from interest and miscellaneous income. Event revenue is primarily comprised of ticket sales from the Wine Walk Event.

Exhibit A – Glendora Village Business Improvement District Boundary Map
Exhibit B – Assessment Methodology
Exhibit C – BID Budget FY 2026-2027

EXHIBIT A – BID BOUNDARY MAP

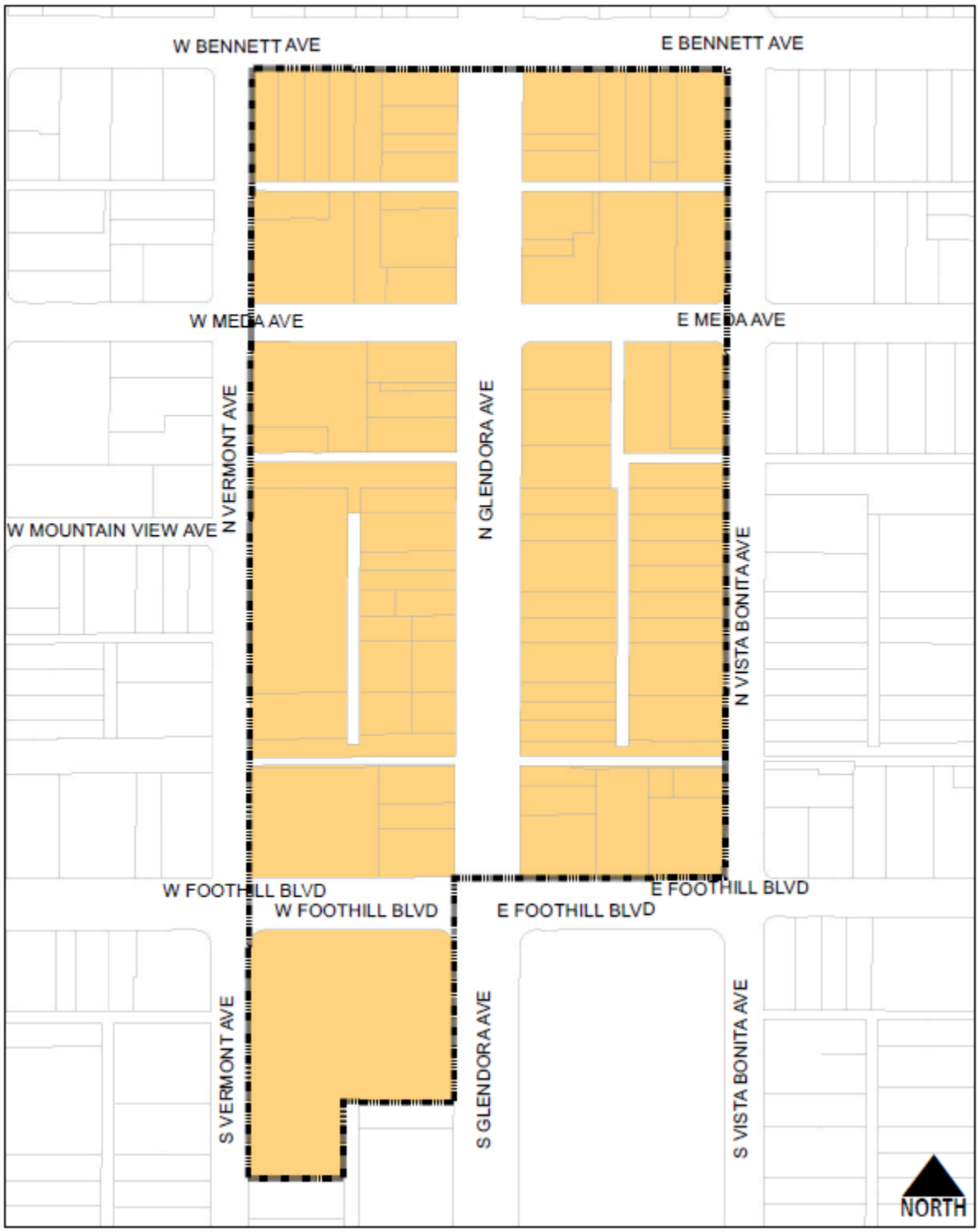


EXHIBIT B – ASSESSMENT METHODOLOGY

Primary Businesses

1. Each "Primary Business" shall be assessed $200 per year. A "Primary Business" is the principal business at a particular address or location.

2. A "Primary Business" shall be subject to additional assessments based on the following factors:
    a. "Business Category"
        i. Retail and food services classified as a category 210 business pursuant to the City's business license regulations shall be assessed $200 per year.
        ii. All other business categories shall be assessed $100 per year.
    b. "Business Location"
        i. (Tier 1) Businesses with a first floor entrance or storefront, and located with an address on Glendora Avenue shall be assessed $200 per year.
        ii. (Tier 2)
            1. Businesses with a first floor entrance or storefront, and located with an address on Foothill Boulevard shall be assessed $100 per year.
            2. Businesses with a Glendora Avenue address, but without a direct entry or storefront fronting on Glendora Avenue (e.g. fronting on the Plaza) shall be assessed $100 per year.
        iii. (Tier 3) Businesses with a second floor location shall have their "Primary Business" assessment reduced by $100.
        iv. (Tier 4) Commercial property owners subject to the business license tax, and without a physical office location in the BID, shall not be assessed a Business Location component as part of their annual assessment.

Secondary Businesses

1. Each "Secondary Business" at a particular address or location shall be assessed $100 per year. A "Secondary Business" is a business that, operates at the same location, but is subordinate to a "Primary Business."

$0 Assessment Businesses

1. The following businesses shall pay $0 BID assessments
    a. Independent Contractors including individuals working under contract for a Primary or Secondary Business, who is required to have a business license. Examples include hair salon stylists and real estate agents.
    b. Businesses and apartment buildings identified in the attached map.

Glendora Business Improvement District
$0 – Exempt Assessment Location Map

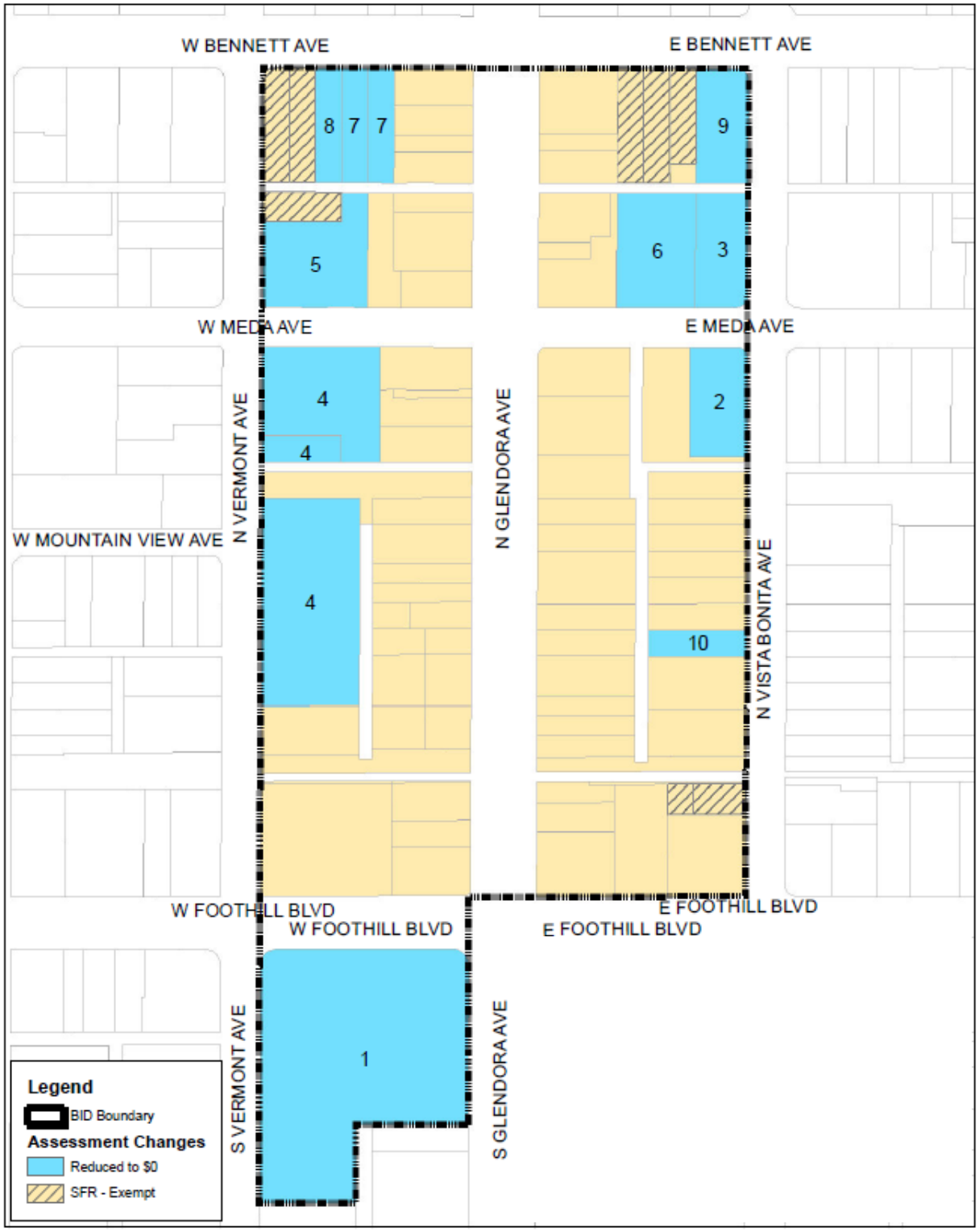


EXHIBIT C – BID PROPOSED BUDGET FY 2026-2027

	ACTUAL BUDGET 2025/2026	PROPOSED BUDGET 2026/2027
REVENUE		
100 - BID Assessments	$45,000.00	$48,000.00
200 - BID Events		
201 - Halloween Walk	$2,000.00	$1,500.00
202 - Wine Walk	$70,000.00	$75,000.00
203 - Chalk Walk	$3,000.00	-
Total 200 - BID Events	*$75,000.00*	*$76,500.00*
300 - Miscellaneous BID Income	$700.00	$0.00
301 - Interest Income	$100.00	$2,000.00
TOTAL REVENUE	**$120,800.00**	**$126,500.00**
EXPENDITURES		
400 - Marketing and Promotions		
401 - Print Ads (News Paper)	$2,000.00	$0.00
402 - Louise Brewer (dba Mic MAC)	$16,000.00	$16,000.00
403 - Web Domains & Hosting	$1,000.00	$1,000.00
404 - Miscellaneous - Street Banners, Promotional Items, etc.	$2,000.00	$5,000.00
405 - Social Media Ads, Web Ads, Special Marketing, etc.	$24,000.00	$8,000.00
Total 400 - Marketing and Promotions	*$45,000.00*	*$30,000.00*
500 - BID Event Expenses		
501 - Halloween Walk	$5,500.00	$4,000.00
502 - Wine Walk	$27,000.00	$36,000.00
503 - Chalk Walk	$3,000.00	$2,000.00
504 - Holiday Stroll	$17,000.00	$6,000.00
504a - Santa In The Village		$4,000.00
505 - Small Business Saturday	$1,000.00	$1,000.00
506 - Friday Night Twilight	$10,000.00	$8,000.00
506 - Misc Special Event	$10,000.00	$7,706.00
507 - Event & Communication Coordinator	$17,000.00	$15,000.00
Total 500 - BID Event Expenses	*$90,500.00*	*$83,706.00*
600 - Other Expenses		

601- Other Expenses	$1,000.00	$5,650.00
603 - Village Seasonal Banners	$2,500.00	$2,500.00
604 - Storage Unit Expense	$4,644.00	$4,644.00
605 - Music System	$2,000.00	$0.00
Total 600 - Other Expenses	*$10,144.00*	*$12,794.00*
700 - Landscaping	$10,000.00	-
800 - General business expenses		
Bank fees & service charges	$50.00	$0.00
QuickBooks Payments CC Fees		
Total General business expenses	*$50.00*	-
TOTAL EXPENDITURES	**$155,694.00**	**$126,500.00**
Net Operating Revenue	**($34,894.00)**	**$0.00**
Net Revenue	**($34,894.00)**	**$0.00**

RESOLUTION CC 2026-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENDORA DECLARING THE CITY COUNCIL'S INTENT TO LEVY AND COLLECT ASSESSMENTS FOR THE FISCAL YEAR 2026-2027 FOR THE GLENDORA VILLAGE BUSINESS IMPROVEMENT DISTRICT AND SETTING A TIME AND PLACE FOR A PUBLIC HEARING CONCERNING THE LEVY OF THE ANNUAL ASSESSMENTS

THE CITY COUNCIL
City of Glendora, California

WHEREAS, the City Council has previously established the Glendora Village Business Improvement District ("District") as provided by the Parking and Business Improvement Area Law of 1989 (California Streets and Highway Code Section 36500 et seq.); and,

WHEREAS, the District Board and the City Council of the City of Glendora ("City") have determined that the Business Improvement District benefits the area within the District (the "Area" or "District Area") by generating revenue for businesses within the Area to improve the physical and financial health of the Glendora Village, which serves as a business, social and cultural center of the City of Glendora, and thereby enhances the City's community at large; and,

WHEREAS, the District Board has conducted significant outreach to member businesses to formulate a 2026-2027 work plan, budget and fee assessment schedule that would be fair, reasonable and in compliance with the Mission Statement of the Glendora Village Business Improvement District and the California Streets and Highway Code Section 36500 et. seq.; and,

WHEREAS, the continuation of the Glendora Village Business Improvement District and the concomitant levy of assessments will promote the economic revitalization of the downtown area of the City, create jobs, attract new businesses, and help prevent the erosion of the Downtown Village Area. In addition, the Glendora Village Business Improvement District enhances and promotes the City, culturally and commercially; and,

WHEREAS, the City Council desires to conduct a formal public hearing on the District Board's report, proposed budget and proposed assessments for the Fiscal Year 2026-2027.

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

SECTION 1. Pursuant to the Parking and Business Improvement Area Law of 1989 (California Streets and Highway Code Section 36500 et seq.), the City Council declares its intention to continue the Glendora Village Business Improvement District and levy and collect assessments within the District for the purpose of marketing and promoting activities which will benefit the businesses located and operating within the District Area for the Fiscal Year 2026-2027.

SECTION 2. The territorial boundaries in the Area of the District are identified in the Area map attached hereto as Exhibit A and made a part hereof, which generally includes all businesses that abut Foothill Boulevard (north & south), east side of Vermont Avenue, south side of Bennett Avenue and the west side of Vista Bonita Avenue, and more specifically described as: beginning at the intersection of the centerline of Bennett Avenue (80 feet wide) and the centerline of Vermont Avenue (60 feet wide); then easterly along the centerline of said Bennett Avenue to the centerline of Vista Bonita Avenue (60 feet wide); thence southerly along the centerline of said Vista Bonita Avenue to the centerline of Foothill Boulevard (80 feet wide); thence westerly along the centerline of said Foothill boulevard to the centerline of Glendora Avenue; thence westerly 219.88 feet; thence southerly 119.90 feet, thence westerly to the centerline of said Vermont Avenue; thence northerly along the centerline of said Vermont Avenue ending at the centerline of said Bennett Avenue. The Area map identifying the proposed area is also on file in the office of the City Clerk. The Area of the District has not changed since the establishment of the District.

SECTION 3. The type or types of improvements and activities proposed to be funded by the levy of assessments on businesses in the Area include all “Improvements” and “Activities” permitted under Sections 36510 & 36513 of the Streets and Highway Code, specifically: (a) “Improvement” means the acquisition, construction, installation, or maintenance of any tangible property with an estimated useful life of five years or more including, but not limited to parking facilities, benches, trash receptacles, street lighting, decorations, parks, and fountains; and (b) “Activities” means, but is not limited to, promotion of public events which benefit businesses in the area and which take place on or in public places within the area, furnishing of music in any public place in the area, promotion of tourism within the area and activities which benefit businesses located and operating in the area. Except where funds are otherwise available, an assessment will be levied annually to pay for all improvements and activities within the Area.

SECTION 4. The City Council of the City of Glendora hereby approves the report approved by the District Board for the fiscal year 2026-2027. The proposed method and basis of levying the annual assessment for each business in the Area for the fiscal year 2026-2027 is set forth in Exhibit B attached hereto and made a part hereof. The formula consists of three elements in order to determine the total assessment a business would pay, based on the type of business, whether the business is retail/food service or other service, and the physical location of the business.

SECTION 5. The report approved by the District Board for the fiscal year 2026-2027 is on file in the City Clerk’s office and contains a full and detailed description of the improvements and activities to be provided, the boundaries of the Area, and the proposed assessments to be levied upon the businesses within the Area for the fiscal year 2026-2027.

SECTION 6. Should the proposed annual assessment for the fiscal year 2026-2027 be approved, it is the intent that all businesses located within the District Area pay their annual assessment when they obtain, renew, or change their businesses license with the City of Glendora.

SECTION 7. The City Council shall not exempt a business recently established in the Area from the levy of the assessments as allowed in the Streets & Highways Code Section 36531.

SECTION 8. The City Council hereby sets a public meeting on April 28, 2026, at 7:00 p.m. at the City Council Chambers within City Hall located at 116 E. Foothill Boulevard, Glendora California, 91741. At that time the City Council shall allow public testimony regarding the 2026-2027 proposed work plan and proposed fiscal year 2026-2027 assessments of businesses within the Area.

SECTION 9. The City Council hereby sets a public hearing on April 28, 2026, at 7:00 p.m. at the City Council Chambers within City Hall located at 116 E. Foothill Boulevard, Glendora California, 91741. At the public hearing, the City Council shall hear and consider all protests against the establishment of the assessment or the furnishing of specified types of improvements or activities within the Area. A protest may be made orally or in writing by any interested person. Any protest pertaining to the regularity or sufficiency of the proceedings shall be in writing and shall clearly set forth the irregularity or defect to which the objection is made. Every written protest shall be filed with the City Clerk at or before the time fixed for the public hearing. The City Council may waive any irregularity in the form or content of any written protest and at the public hearing may correct minor defects in the proceedings. A written protest may be withdrawn in writing at any time before the conclusion of the public hearing. Each written protest shall contain a description of the business in which the person subscribing the protest is interested sufficient to identify the business and, if a person subscribing is not shown on the official records of the City as the owner of the business, the protest shall contain or be accompanied by written evidence that the person subscribing is the owner of the business. A written protest which does not comply with this section shall not be counted in determining a majority protest.

If written protests are received from the owners of businesses in the District Area which will pay 50 percent or more of the assessments proposed to be levied and protests are not withdrawn so as to reduce the protests to less than that 50 percent, no further proceedings to levy the proposed assessment, as contained in the resolution of intention, shall be taken for a period of one year from the date of the finding of a majority protest by the City Council. If the majority protest is only against the furnishing of a specified type or types of improvement or activity within the area, those types of improvements or activities shall be eliminated.

At the conclusion of the public hearing to establish the assessment for the fiscal year 2026-2027, the City Council may adopt, revise, change, reduce, or modify the proposed assessment or the type or types of improvements and activities to be funded with the revenues from the assessments.

However, proposed assessments may only be revised by reducing any or all of them.

SECTION 10. The City Clerk is hereby directed to mail a notice letter by first-class mail to each business owner within the District Area within seven days of the City Council's adoption of this Resolution of Intention. The mailed notice shall include a cover letter advising that the City Council has been requested to set the fiscal year 2026-2027

annual assessment as permitted under the California Streets and Highways Code and shall include a list identifying the businesses within the District Area and the proposed assessment applicable to each business.

The cover letter shall further advise that the Resolution of Intention, the Annual Plan, and the Staff Report related to the Glendora Village Business Improvement District are available for public review on the City of Glendora's website. The mailed notice may include a QR code or web link directing recipients to the location on the City's website where the Resolution of Intention and Annual Plan are posted.

The cover letter shall further advise that a public meeting date has been set where the City Council shall allow public testimony regarding the proposed assessments of businesses within the Area. The cover letter shall also advise that a public hearing date has been set for the City Council to hear oral and written testimony from interested parties and at the conclusion of the public hearing the City Council shall determine if there are sufficient protests equaling fifty percent or more of the assessments proposed to be levied.

SECTION 11. The City Clerk is hereby directed to give notice of said public meeting and public hearing by causing this Resolution of Intention to be published once in a newspaper of general circulation in the City of Glendora not less than seven days before the public hearing. In addition, the City Clerk shall give joint notice of said public meeting and hearing as provided for under Government Code Section 54954.6 as follows: The joint notice of both the public meeting and the public hearing shall be accomplished by placing a display advertisement of at least one-eighth page in a newspaper of general circulation for three weeks pursuant Government Code Section 6063 and by a first-class mailing to those interested parties who have filed a written request with the local agency for mailed notice of public meetings or hearings on new or increased general taxes. The public hearing shall take place no earlier than seven days after the public meeting. The public hearing shall take place no earlier than 45 days after the first publication of the joint notice.

SECTION 12. Interested persons may contact Shantelle Coria, Management Analyst, 116 E. Foothill Blvd., Glendora CA 91741, Telephone Number 626-852-5252, to receive additional information about the assessment. Protests against the proposed assessment shall be mailed or delivered to: City Clerk, City of Glendora, 116 E. Foothill Boulevard, Glendora, California, 91741.

SECTION 13. The Mayor shall sign this Resolution and the same shall take effect upon adoption of this Resolution and shall be enforced in accordance with the terms and conditions thereof.

SECTION 14. The City Clerk shall certify to the passage and adoption of this Resolution and shall enter the same in the Book of Original Resolutions.

SECTION 15. The City Clerk is hereby directed to forward a copy of this Resolution to the Economic Development and Housing Manager.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Glendora this __ day of _____ 2026.

BY: _____
DAVID FREDENDALL
Mayor

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

_____
DANNY ALESHIRE
City Attorney

CERTIFICATION

I, do hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Glendora at a regular meeting held on the ____ day of ___ 2026, by the following vote:

AYES: MEMBERS:
NOES: MEMBERS:
ABSENT: MEMBERS:
ABSTAIN: MEMBERS:

Dated:

_____
KATHLEEN R. SESSMAN
City Clerk/Communications Director

EXHIBIT A – BID AREA MAP

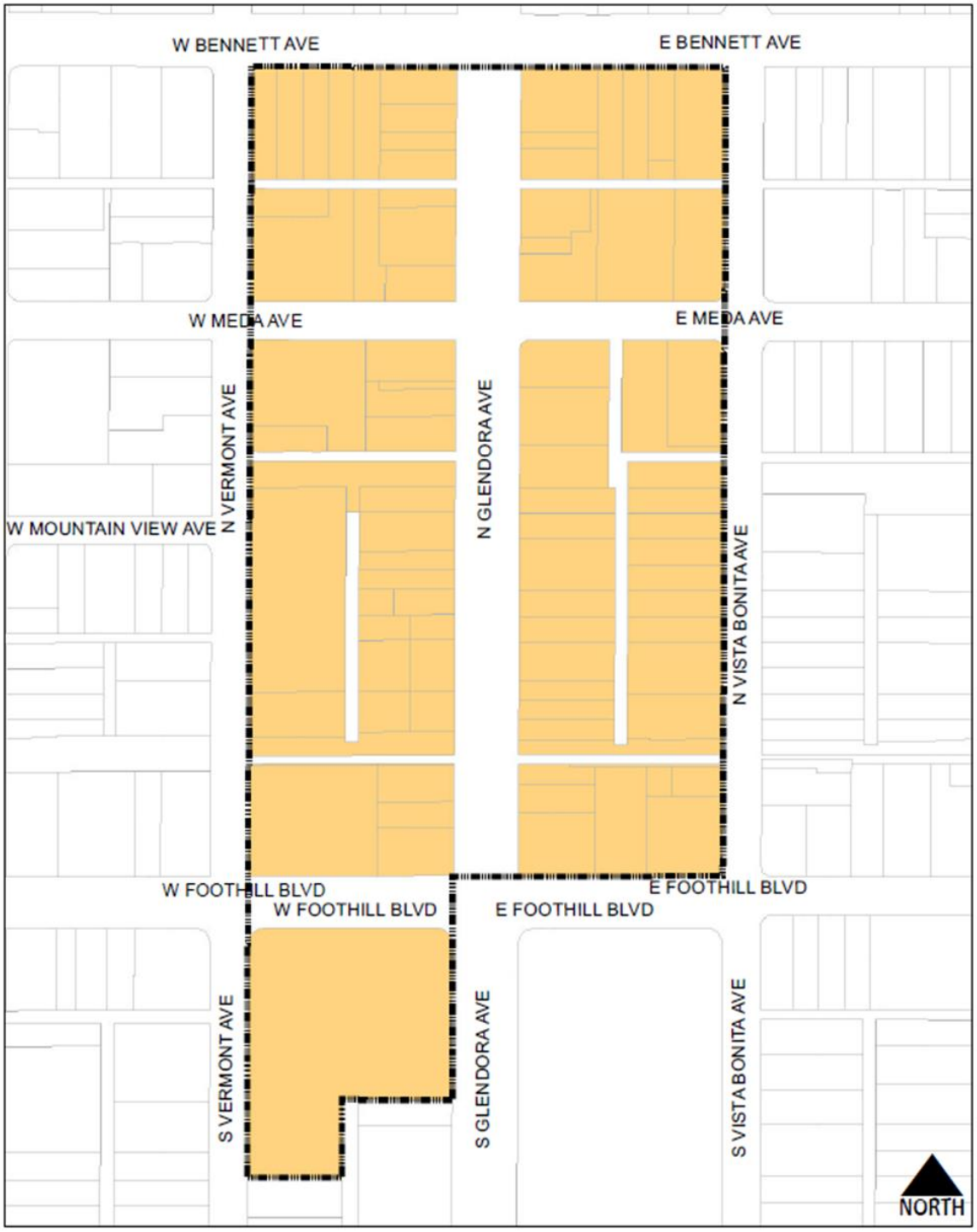


EXHIBIT B – FY 2026-2027 ASSESSMENT METHODOLOGY

Primary Businesses

1. Each "Primary Business" shall be assessed $200 per year. A "Primary Business" is the principal business at a particular address or location.

2. A "Primary Business" shall be subject to additional assessments based on the following factors:
    a. "Business Category"
        i. Retail and food services classified as a category 210 business pursuant to the City's business license regulations shall be assessed $200 per year.
        ii. All other business categories shall be assessed $100 per year.
    b. "Business Location"
        i. (Tier 1) Businesses with a first floor entrance or storefront, and located with an address on Glendora Avenue shall be assessed $200 per year.
        ii. (Tier 2)
            a. Businesses with a first floor entrance or storefront, and located with an address on Foothill Boulevard shall be assessed $100 per year.
            b. Businesses with a Glendora Avenue address, but without a direct entry or storefront fronting on Glendora Avenue (e.g. fronting on the Plaza) shall be assessed $100 per year.
        iii. (Tier 3) Businesses with a second floor location shall have their "Primary Business" assessment reduced by $100.
        iv. (Tier 4) Commercial property owners subject to the business license tax, and without a physical office location in the BID, shall not be assessed a Business Location component as part of their annual assessment.

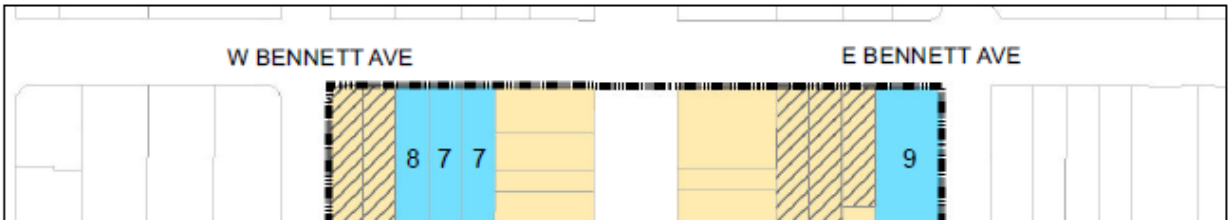
Secondary Businesses

1. Each "Secondary Business" at a particular address or location shall be assessed $100 per year. A "Secondary Business" is a business that, operates at the same location, but is subordinate to a "Primary Business."

$0 Assessment Businesses

1. The following businesses shall pay $0 BID assessments
    a. Independent Contractors including individuals working under contract for a Primary or Secondary Business, who is required to have a business license. Examples include hair salon stylists and real estate agents.
    b. Businesses and apartment buildings identified in the attached map.

R



BUSINESS IMPROVEMENT DISTRICT
FISCAL YEAR 2026-2027 ANNUAL PLAN

COMMUNITY DEVELOPMENT
CITY COUNCIL MEETING
MARCH 24, 2026
SHANTELLE CORIA, MANAGEMENT ANALYST

ANNUAL REPORT

Annual Report Required By State Law and Glendora Municipal Code (GMC)

GMC Requires Submittal to the City Council Every Year by June 1st

Required to Renew Assessments:

1. Budget Review
2. Recommend Approval Of Annual Report To City Council
3. City Council Reviews Annual Report And Resolution Of Intent To Levy
4. Noticing
5. Public Hearings

ANNUAL REPORT CONTENTS

Bid Boundaries: No changes, boundaries remain the same.

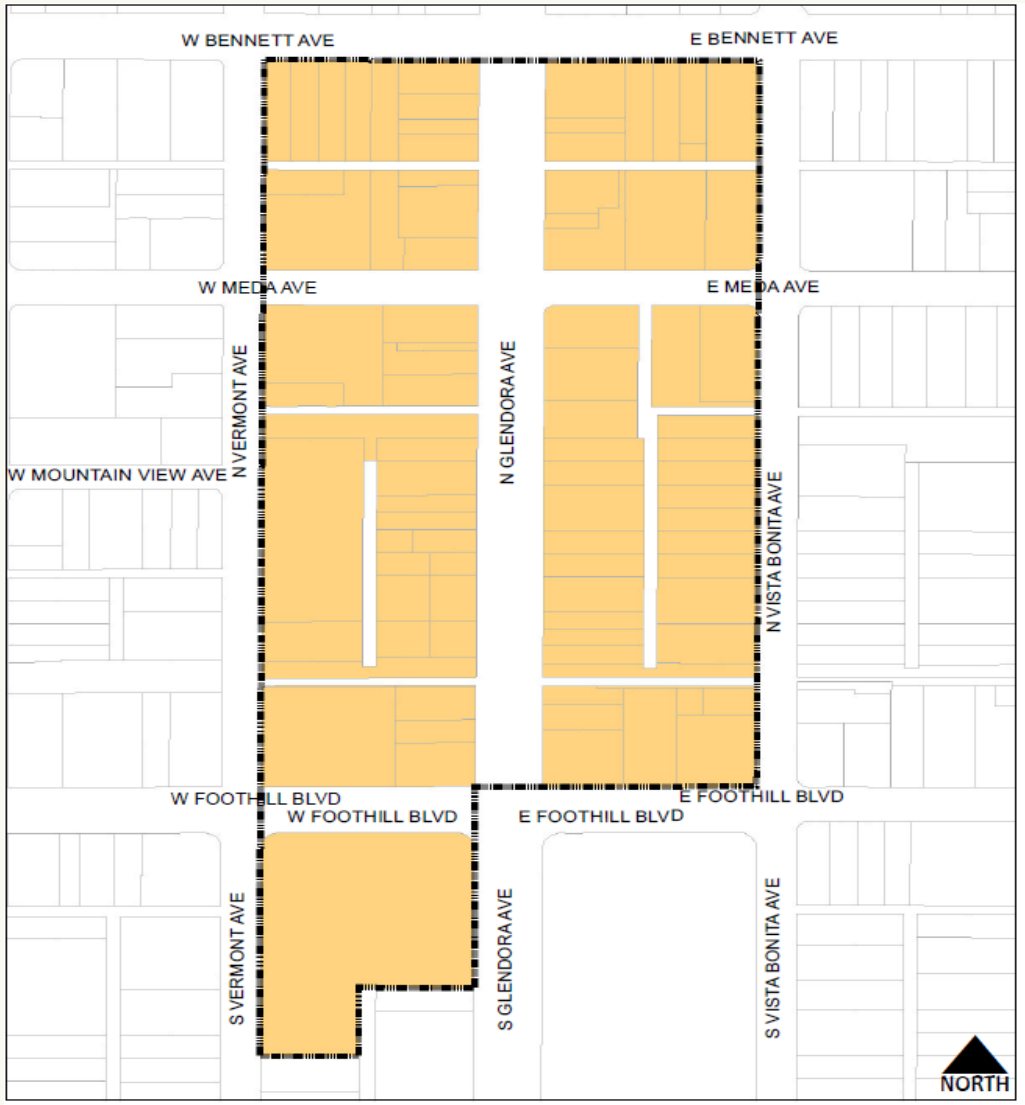
Activities: Line-item budget with cost of activities

Assessment Methodology: No changes

Surplus Revenue: Reserve Funds Carry Forward To Cover Funding Gap

Funding Sources: In addition to assessment, revenues are generated through event and interest earned.

BID BOUNDARIES



ASSESSMENT METHODOLOGY

Methodology will remain unchanged FY 26-27

PRIMARY BUSINESS

$200-$600

Primary Business

Business Category

Business Location

SECONDARY BUSINESS

$100

Operates at the same location but is subordinate to a primary business

$0 ASSESSMENT BUSINESSES

$0

Residential

Side Streets

Independent Contractors

FISCAL YEAR 2026-27

Revenue	
BID Assessments	$48,000.00
Halloween Walk	$1,500.00
Wine Walk	$75,000.00
Interest Income	$2,000.00
Total Revenues	**$126,500.00**

Expenditures	
Marketing and Promotions	$30,000.00
Events	$83,706.00
Other Expenses	$12,794.00
Total Expenditures	**$126,500.00**
Reserve Fund Balance	**$183,242.00**

IMPORTANT DATES

March 5	BID Board Approved Annual Report
March 24	City Council adopts Resolution of Intent to Levy Assessments
March 25	Letters mailed to all affected businesses.
April 28	City Council Public Hearing to tabulate votes and consider adoption of Resolution to Levy and Collect Assessments

RECOMMENDATIONS

1. Approve the FY 2026-2027 Business Improvement District Annual Report; and
2. Adopt a City Council Resolution Entitled, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENDORA DECLARING THE CITY COUNCIL'S INTENT TO LEVY AND COLLECT ASSESSMENTS FOR THE FISCAL YEAR 2026-2027 FOR THE GLENDORA VILLAGE BUSINESS IMPROVEMENT DISTRICT AND SETTING A TIME AND PLACE FOR A PUBLIC HEARING CONCERNING THE LEVY OF THE ANNUAL ASSESSMENTS”

STAFF REPORT

TO:	**Mayor and Council Members**	**DATE:**	**March 24, 2026**
FROM:	**Community Development**	**DISTRICT(S):**	**Not Applicable**
SUBJECT:	**2025 General Plan Annual Progress Report and the Housing Element Implementation Annual Progress Report**		

RECOMMENDATION
That the City Council:

1. Receive and file the 2025 General Plan Annual Progress Report and the Housing Element Implementation Annual Progress Report.

STRATEGIC FOCUS AREAS
Not Applicable

EXECUTIVE SUMMARY
The purpose of the report is to provide an update on the City's progress towards implementing policies and programs identified in the General Plan for the reporting period of January 1, 2025 through December 31, 2025. The report also includes an update on housing units constructed over the past year (2025).

LEGISLATIVE HISTORY / PREVIOUS ACTIONS
In accordance with California Government Code § 65400(a)(2), the City is required to submit a General Plan Annual Progress Report to the local legislative body (City Council), the Governor's Office of Land Use and Climate Innovation (LCI), and the State Department of Housing and Community Development (HCD) on the status of the General Plan, its implementation progress, and how the City is meeting the region's housing needs. The report must be submitted to the State by April 1, 2026.

On March 3, 2026, the Planning Commission received the 2025 General Plan Annual Progress Report and the Housing Element Implementation Annual Progress Report. Following review and discussion, the Planning Commission received and filed the reports and recommended that the City Council receive the 2025 General Plan Annual Progress Report at a City Council meeting as presented and direct staff to submit the report to the California Department of Housing and Community Development and the Office of Land Use and Climate Innovation in accordance with Government Code § 65400.

DISCUSSION
General Plans are often referred to as the blueprint: for the community, and serve as the comprehensive, long-range plan that provides the framework for future physical growth and enhancement. These long-term goals, divided across the various thematic elements, have multiple tasks with different timelines and milestones.

State law requires every city in California to maintain a General Plan to guide the long-term physical, social, and economic growth of the community. In 2007, the City of Glendora completed a comprehensive update to the General Plan, known as “Community Plan 2025”. The update was a community-driven process that identified strategic goals and priorities pertaining to new development and the quality of life in Glendora.

Due to the General Plan’s document size, it was not made an attachment to this report, however it is available on the City’s Planning Division webpage: https://www.cityofglendora.gov/Explore/Community-Development/General-Plan-and-Zoning

The Annual General Plan Progress Report covering calendar year 2025 is included as Attachment A.

The Housing Element Implementation Annual Progress Report, which includes the City’s progress toward accommodating the Regional Housing Needs Assessment (RHNA) and implementing Housing Element programs, is included as Attachment B.

During the reporting period (January 1, 2025 through December 31, 2025), the following were approved, permitted, and completed:

- Planning Commission and City Council approved entitlements for 119 housing units.
- Building and Safety Division permitted 90 single-family homes, accessory dwelling units, and multi-family units.

Building and Safety Division conducted a total of 16 final inspections for single-family homes, accessory dwelling units, and multi-family units.

FISCAL IMPACT

Staff resources were required to prepare the Annual General Plan Progress Report, which is required by State law. There are no other costs associated with the report.

ENVIRONMENTAL DETERMINATION

CEQA Guidelines §15060(c)(3) states that an activity is not subject to CEQA if the activity is not a project. Section 15378(b)(5) specifies that projects do not include organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment. The 2023 General Plan Annual Report is an administrative activity. It does not authorize new development or otherwise result in direct or indirect physical changes in the environment. Therefore, the report is not a project as defined by CEQA Guidelines §15378(b)(5) and is not subject to CEQA per CEQA Guidelines §15060(c)(3).

Prepared By:	Yalini Siva, Senior Planner
Concurs With:	Timothy Cremins, Planning Commission
Reviewed By:	Jeff Kugel, Community Development Director
Certified to Availability of Funds:	Kyle Johnson, Finance Director/City Treasurer
Approved By:	Adam Raymond, City Manager
Legal Review:	Danny Aleshire, City Attorney
CEQA Review:	Not Applicable

Attachments

A_2025_General_Plan_Progress_Report.pdf

B_2025_Housing_Element_Implementation_Progress_Report.pdf

C_PowerPoint_Presentation.pdf

2025
Annual General Plan and Housing Element Progress Report

City of Glendora
Community Development Department
116 East Foothill Boulevard
Glendora, CA 91741
626.914.8214

Acknowledgements

CITY COUNCIL

David Fredendall
Mayor
(District 2)

Karen Davis
Mayor Pro-Tem
(District 4)

Michael Allawos
Councilmember
(District 1)

Shaunna Elias
Councilmember
(District 3)

Mendell Thompson
Councilmember
(District 5)

PLANNING COMMISSION

Timothy Cremins
Chair

Mark Davis
Vice Chair

Paulette Koss
Commissioner

Brian Faber
Commissioner

Wendy Jarvie
Commissioner

City Staff

CITY ADMINISTRATION

Adam Raymond
City Manager

Moises Lopez
Assistant City Manager

Marie Ricci
Deputy City Manager

COMMUNITY DEVELOPMENT DEPARTMENT

Jeff Kugel
Director of Community Development

Sean McPherson
Assistant Director of Community Development

Tiffany Chew
Economic Development & Housing Manager

David Collett
Building Official

Mark Carnahan
City Planner

Hans Friedel
Principal Planner

Yalini Siva
Senior Planner

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INTRODUCTION

Executive Summary

The General Plan Annual Progress Report summarizes the City of Glendora's progress towards implementing the goals and policies of "*Community Plan 2025*", the City's General Plan. It covers the period from January 1, 2025, through December 31, 2025. The report also reviews the activities of the Community Development Department.

This report is prepared in compliance with California Government Code Section 65400 which mandates that all cities and counties submit to the Governor's Office of Land Use and Climate Innovation (LCI) an Annual Report on the status and implementation of the General Plan.

Background Information

Glendora is 19.6 square miles in area. The City is in the central and eastern part of Los Angeles County, about 30 miles northeast of downtown Los Angeles. It is bounded by the San Gabriel Mountains to the north and east; Arrow Highway to the South; and Citrus and Barranca Avenues to the west. Cities bordering Glendora include Azusa, San Dimas, and Covina. The City of Glendora is provided regional access by two major highways: the I-210 interstate freeway and the 57 highway. These freeways connect to other major interstate freeways such as the I-10 and I-5 highways and the state route SR-60, providing access to major employment centers including downtown Los Angeles and Orange and San Bernardino Counties.

Glendora began as a small citrus-producing community until the 1950s when the community gradually transformed into a more diversified residential-based community. Glendora has grown from a small community of approximately 2,000 residents around the time of its incorporation in 1911 to 51,159 residents as of January 2023 per the State of California, Department of Finance estimate. According to the State, the City population decreased by 0.8% between January 2022 and 2023 (51,571 to 51,159).

Glendora remains a family-oriented community with large parks and open space, excellent public and private schools, and one of the lowest crime rates in the region. In addition, Glendora residents benefit

from comprehensive community services, including senior services, a library and extensive community parks and trails throughout the City. Glendora is noted for its community spirit and extensive citizen participation in community life, reflected in its motto "Pride of the Foothills".

The issues addressed by *Community Plan 2025* will work towards achieving this vision by adhering to the values providing excellent housing, education, employment, and recreation opportunities plus the mission of providing a safe, convenient, and attractive community for those that live, work, or visit Glendora.

Document Organization | The document is organized with each General Plan element comprising a chapter. Specific City actions and programs are described first followed by the relevant General Plan Goals and Policies that they further, advance, and support.

California Government Code Section 65400 requires planning agencies to provide an annual report to their legislative body, the Governor's Office of Land Use and Climate Innovation (LCI), and the Department of Housing and Community Development (HCD) on the status of their General Plan and their progress in its implementation. The report must detail the progress in meeting the jurisdiction's share of regional housing needs and address efforts by the local agency towards removing governmental constraints to the maintenance, improvement, and development of housing.

The purpose of the Annual Progress Report is to assess how the City of Glendora's General Plan is being implemented in accordance with adopted goals, policies, and implementation measures; identify any necessary adjustments or modifications to the General Plan as a means to improve local implementation; provide a correlation between land use decisions that have been made during the 12-month reporting period and the goals, policies, and implementation measures contained in the General Plan; and to provide information regarding local agency progress in meeting its share of regional housing needs. The City completed a comprehensive General Plan update in 2007, known as *Community Plan 2025*. The City Council adopted the updated Housing Element in December 2022, which was certified by the State Housing and Community Development (HCD) on August 10, 2023. In March 2024, the City completed the *Glendora Environmental Justice Existing Conditions Report.* The City Council adopted the *Glendora Station Area Vision Plan* on July 8, 2025. The City Council also adopted an updated Safety Element in October 2025.

LAND USE ELEMENT

The primary purpose of the Land Use Element is to delegate general distribution and extent of various land uses within the City of Glendora, which will shape the way it develops and redevelops over the next years. The Land Use Element includes decisions about type, intensity and general distribution of uses of land for housing, commercial, business, industry, open space, public, and other uses. The Land Use Element includes several focus areas that were identified as areas of change in the planning area given the development pressures, the implementation of community goals, and proximity to transit. It will highlight several, locally significant projects that are achieving the General Plan's goals and policies.

Land Use Projects Progress Updates

- **Goal LU-7: *A diverse range of housing choices*:**
  - Policy LU-7.1: *Provide opportunities for the development of housing at variety of affordability levels and densities the respond to the various needs of future residents.*
- **Goal LU-20: *Appropriate scale and character of development.***
  - Policy LU-20.1: *Ensure development is designed with a compatible scale.*
- **Goal LU-5: *Expanded residential development opportunities.***
  - Policy LU-5.2: *Provide for expanded infill residential opportunities in appropriately designated areas in the City.*
- **Goal LU-10: Quality infill development.**
  - Policy LU-10.1: *Ensure the design and development of infill projects compliments existing development in terms of scale, character, and pedestrian quality.*
- **Goal LU-18: Compatibility of adjacent land uses.**
  - Policy: LU18.1: *Ensure the preservation of a scale and character of development is sensitive to adjoining uses.*

Highlighted Projects

631-657 E. Arrow Highway "Arista" | A condominium subdivision (Tentative Tract No. 84607) and a Development Plan Review application for a 46-unit, three-story townhome residential development was approved by the City Council in June 2025. All the proposed townhomes will be for sale, with 10% of them being restricted to "moderate" income qualified buyers under State law. Demolition, wall, and water improvement permits have been applied for are being processed and reviewed.

263 San Jose Drive/Woodland Lane "Heritage Walk" | In August 2025, the City Council approved plans for the Heritage Walk Project, which would be a subdivision of Surplus Land Act land into 41 single-family homes. Seven of the 41 homes will be for sale to moderate income qualified buyers. Building permits have been applied for and are being processed and reviewed.

363 W. Route 66 "Fig Tree Walk" | In October 2025, the City Council approved plans for a 24-unit, three-story residential development. Three of the 24 units will be income-restricted to moderate income qualified buyers. Building permit review is currently underway.

1201-1215 E. Arrow Highway | In April 2024, the City Council approved a condominium subdivision for a 46-unit, three-story townhome residential development. Plan review is currently underway. Demolition of previous buildings to make way for development took place in 2025.

531 – 555 E. Arrow Highway | In 2023, City Council approved the development of a 46 attached 3-story condo units project. This approval was extended by State law in 2024. Progress was made with site and construction plans in 2025. Demolition of previous commercial shopping center buildings to make way for development took place in January/February 2026.

501 Route 66 & 532 Parker Drive | In 2021, City Council approved the development of 8 attached 3-story condominium and commercial buildings. Construction and permits reviews are underway.

Progress was made with site and construction plans in 2025 and is soon to start construction.

723-731 E. Route 66 | In September 2024, the City Council approved entitlements for the rezoning of commercial parcels and to allow development of 39 residential townhome condominium units. Project construction is underway and a ribbon cutting ceremony was celebrated in February 2026.

1237 Bonnie Cove Avenue "Citrus Oak" | The City Council approved the development of a subdivision consisting of 30 detached two-story residential units on fee simple lots in 2021. Project construction is underway.

- **Goal LU-28:** ***Establishment of central nodes of commercial and employment activity.***
    - Policy LU-28.1: *Identify commercial development opportunities that would complement the Village area.*

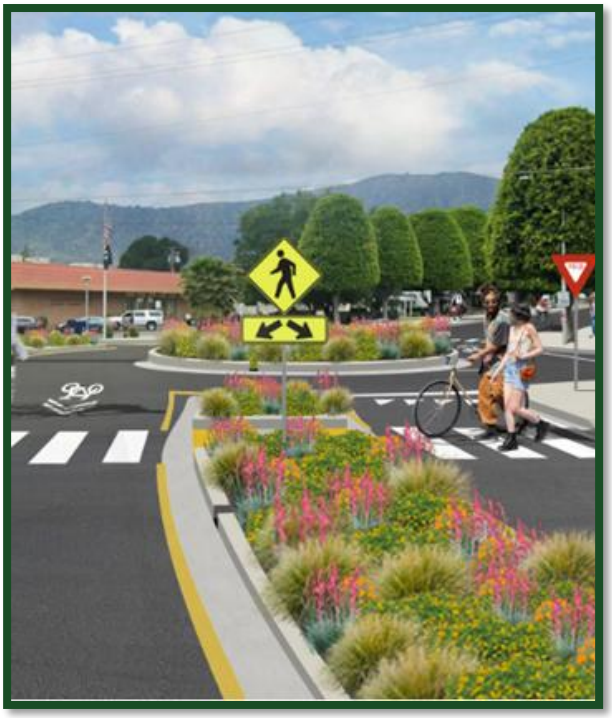
Restaurant – 147 N. Glendora Avenue | In May 2025, the Planning Commission approved the sales of beer and wine at a restaurant within an existing structure on Glendora Avenue. Interior construction improvements and permits are currently underway.

CIRCULATION ELEMENT

The Circulation Element defines the transportation needs of the City and presents a comprehensive transportation plan to accommodate those needs. The transportation plan consists not only of the physical transportation system itself, such as streets, highways, bicycle routes and sidewalks, but also to the various modes of transportation, such as cars, buses, trucks (goods movement), rail, bicycles, ridesharing, and walking, as well. Circulation also refers to the movement of people and goods and products within and through the City. The circulation and transportation system plays an important role in shaping the overall structure and form of the City, in that it both divides and connects land uses at the same time. The Metro A (Line light rail) line extending service from Azusa, through Glendora to Montclair is also described since the extension has been in the works for several years and began service on September 19, 2025, in Glendora.

- **Goal CIR-1: *Safety for motorists and pedestrians on local roadways*:**
  - Policy CIR-1.1: *Determine appropriate design of local roadway system considering all potential users including automobile, bicycle, and pedestrian users.*
  - Policy CIR-1.6: *Employ traffic calming measures where appropriate to deter speeding.*

Glendora People Movement Project | The Glendora People Movement Project is a 10-mile build out of active transportation facilities across Glendora, including urban trails and first and last mile improvements. Staff, together with the San Gabriel Valley Council of Governments (SGVCOG), has secured greater than $20 million in funds for design and construction, including $5 million in Congressional Member-Designated spending, $6.9 million in regional grants, and $1 million in State Parks Recreational Trails grants. The City is preparing to issue a Notice Inviting Bids in February 2026 for the completion of the San Dimas Wash Urban Trail, which will connect the first completed segment from Louis Pompei Memorial Sports Park to Sunflower Ave to Barranca Ave, just south of Arrow Highway. This project will see 1.5 miles of Class I bicycle and pedestrian paths along with native vegetation, furniture and enhanced crosswalks. This project will also include first last mile improvements encouraging alternative modes of transportation such as rolling and walking to the Metro A line. The City is currently working on the design for these improvements along Glendora Avenue and Foothill Boulevard which will include a roundabout at Ada Avenue, protected bike lanes and a protected intersection at the Glendora Avenue and Foothill Blvd. intersection.



Capital Improvement Projects (CIP) | Water and Street improvement CIPs conducted in 2025 include the following:

Glendora Ave Water and Street Improvement Project: An agreement was awarded for the design of this project which will provide one mile of water line replacement, water service laterals and fire hydrant assemblies along Glendora Ave from Gladstone to Route 66. The project will also include approximately 300,000 sq. ft. of pavement resurfacing & rehabilitation, ADA compliant curb ramps, new signage, striping and traffic signal modifications.

Colorado Ave Water and Street Improvement Project: An agreement was awarded for the design of this project which will include 8,500 linear feet of 8" water line replacement, water service laterals and fire hydrant assemblies along eight streets adjacent to Colorado Ave from Glendora Ave to Lemar Park. The project will also include approximately 300,000 sq. ft. of pavement resurfacing & rehabilitation, ADA compliant curb ramps, new signage and striping.

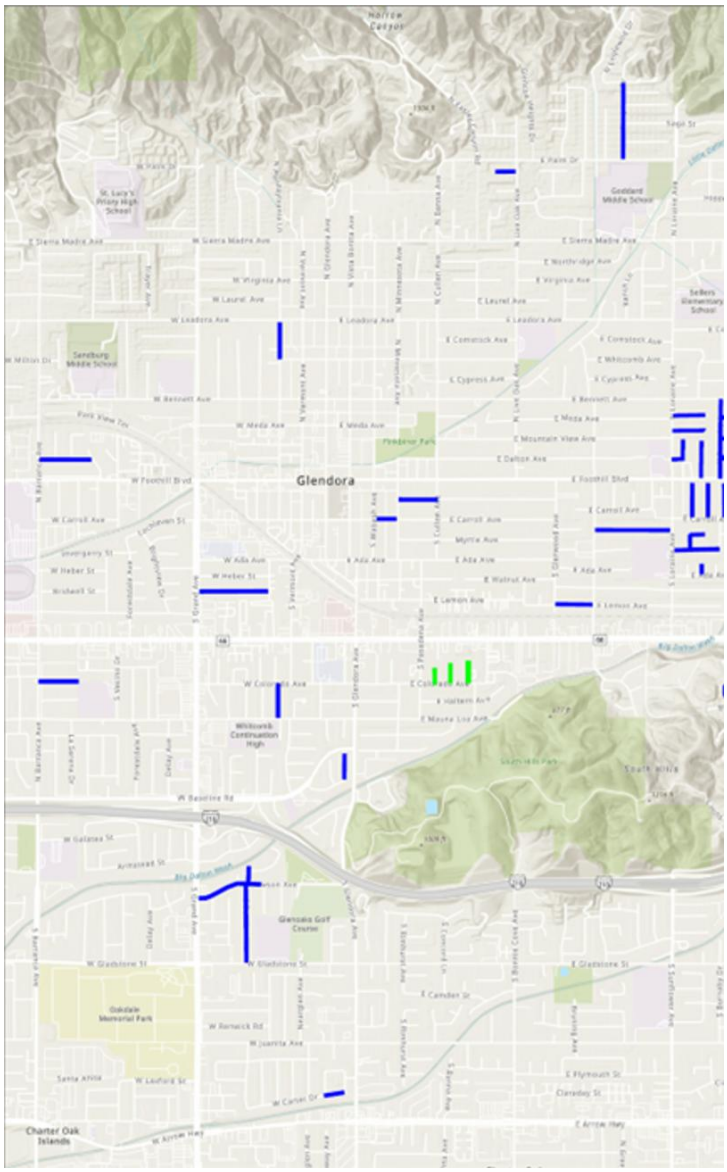
Cypress Ave Water and Street Improvement Project: An agreement was awarded for the design of this project which will include 8,300 linear feet of 8" water line replacement, water service laterals and fire hydrant assemblies on seven streets from Leadora Ave to Bennett Ave. and from Loraine on the East to the Little Dalton Wash on the West. The project will also include approximately 300,000 sq. ft. of pavement resurfacing & rehabilitation, ADA compliant curb ramps, new signage and striping.

Pavement Maintenance at Various City Streets

2025 Pavement Management Plan Update: In 2025, a Citywide pavement management plan update was completed. The project included an assessment of all streets in the City's pavement network, scoring each on a pavement condition index (PCI) of 0 – 100, where 0 is indicative of a failed street and 100 is a brand-new street. The City average was determined to be 63.2, in the Fair range. The recommended course of action is to pursue a PCI goal of 67 to 70 over the course of the next five to seven years, requiring an average annual investment of approximately $8.4 Million per year.

Citywide Slurry Seal Project

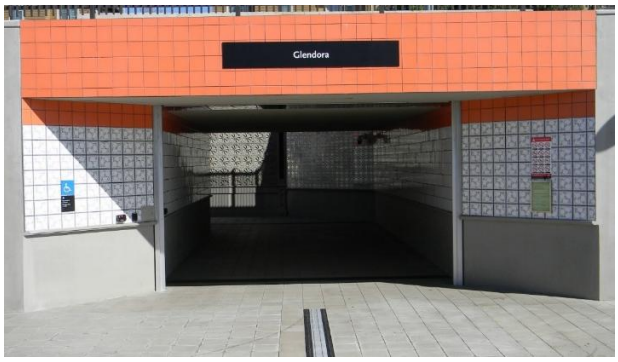
Approximately fifty street segments, over 1,000,000 square feet of pavement was treated with a slurry seal approach, improving and prolonging the useful life of pavement. The average PCI score for segments in this project was 83.8, after the project, scores improved to 100.



CDBG Grind and Overlay Project

A 2” grind and overlay project was completed on four streets Norgate St., Payson St., Kirkwall Rd., and Renwick Rd between Glendora Ave and Nearglen Ave. The project improved the pavement of these streets, bringing the PCI to 100 and provided restriping, removal and replacement of portions of curbs, gutters, sidewalks, and construct ADA-compliant curb ramps.

Metro A (Line light rail) – Glendora Station *(Opened 2025)*



HOUSING ELEMENT

The Housing Element represents an awareness of the need within the City of Glendora to assure that housing is provided for all economic segments of the community. The Housing Element also satisfies the legal requirements that housing policy be a part of the General Plan. The Glendora Housing Element complies with the 2021-2029 update cycle for jurisdictions in the Southern California Association of Governments (SCAG) region.

All cities and counties in California receive a Regional Housing Needs Allocation (RHNA) that identifies the number of housing units that must be planned for through the General Plan and zoning. The City is not obligated to construct any housing units; however, it must ensure that zoning and land use policies are in place to allow the mandated number of units to be built.

The City's ongoing Housing Element compliance is documented by the Housing Element Implementation Annual Progress Report. The report includes the City's progress toward the RHNA and toward implementing the housing programs that were established in the Housing Element.

Housing Element Progress Updates

Housing Element Update | The housing element law requires that all cities in California engage in detailed planning for their residential needs by including a housing element as part of their general plan. The Glendora Housing Element is one of seven required "elements" of the City's General Plan. While the General Plan covers long-range planning for the community's growth and development, the Housing Element is concerned with policies and programs to meet the housing needs of current and future Glendora residents. This means identifying housing needs, barriers to housing development, identifying development sites, and adopting programs to facilitate housing that is affordable to all segments of the community.

The Housing Element is required to be updated on regular schedules, referred to as "cycles." The Housing Element is subject to detailed statutory requirements including review and certification by the California Department of Community Development. The City of Glendora's current Housing Element covers the 6th Cycle from October 2021 to October 2029.

The State of California's Housing Element Law, enacted in 1969, acknowledges that housing is a matter of statewide importance, and requires that local jurisdictions in California engage in detailed

planning for their residential needs by including a housing element in their General Plan (California Government Code Sections 65580 - 65589.11). Local governments must adopt plans and regulatory systems that provide opportunities for and do not unnecessarily constrain housing development. In the mid-1980s, the state established the Regional Housing Needs Assessment (RHNA) process. The RHNA process is a statewide effort to allocate housing units to the local level. Glendora is part of the region covered by the Southern California Association of Governments (SCAG).

Under the RHNA process, SCAG is given a housing needs determination by the State of California and allocates units to each jurisdiction within the region. Development of the SCAG region housing unit allocation for the 6th RHNA Cycle began in 2019. SCAG adopted a RHNA Final Allocation for the region in 2021. The RHNA is the State's projection of additional housing units needed to accommodate projected household growth at all income levels. Each locality's RHNA is segmented into four income categories of very low, low, moderate, and above moderate income. Glendora's 6th Cycle RHNA allocation by income level is below:

Glendora - 6th Cycle RHNA
Housing Unit Allocation by Income Category

Income	Units
Very Low	735
Low	386
Moderate	388
Above Moderate	767
Total	**2,276**

The City held a joint meeting on April 25, 2022 of the City Council and Planning Commission to consider revisions to the draft Housing Element to address comments received from the HCD and further engage the community on the Housing Element. The Council and Commission ultimately adopted 31 Action Items to be incorporated into the Housing Element and submitted to HCD for consideration. The 31 Action Items were incorporated into the Housing Element which was subsequently sent to HCD for certification.

Pursuant to AB 1397, the rezoned sites will meet the requirements of Government Code §65583.2, including but not limited to a minimum density of 30 units per acre (low end of the zoning density range) and a minimum site size to permit at least 16 units on site. This zoning amendment and

rezoning address Program 7. Glendora's Planning Commission recommended adoption, and the City Council adopted the Housing Element December 13, 2022. On August 10, 2023, the City was informed that HCD approved the Housing Element.

During the reporting period (January 1, 2025, through December 31, 2025), the following housing projects were approved, permitted and completed:

- Planning Commission and City Council approved entitlements for 119 housing units.
- Building and Safety Division permitted 90 single-family homes, accessory dwelling units, and multi-family units.
- Building and Safety Division conducted a total of 16 final inspections for single-family homes, accessory dwelling units, and multi-family units.

Total New Residential in Glendora 2025

Housing Type	Entitled	Permitted	Final Inspections
Single Family (attached and detached)	46	17	0
ADUs	0	56	0
Multi-family	73	17	0
Totals	**119**	**90**	**16**

For comparison, 116 units were entitled, 52 units permitted, and 6 units inspected in 2024.

- **Goal LU-4: *Expanded residential development opportunities:***
  - Policy LU-5.2: *Provide for expanded infill residential opportunities in appropriately designated areas in the City.*
- **Goal LU-10: *Quality Infill.***
- **GOAL 1.0: *Assure the quality, safety, and habitability of existing housing and the continued high quality of residential neighborhoods.***

- **GOAL 3: *Provide suitable sites for housing development which can accommodate a range of housing by type, size, location, price, and tenure:***
  - Policy 3.1: *Implement land use policies that allow for a range of residential densities and products, including low-density single-family uses, moderate-density townhomes, and higher-density apartments, condominiums, and units in mixed-use development.*

- Policy 3.2: *Encourage development of residential uses in strategic proximity to employment, recreational facilities, schools, neighborhood commercial areas, and transportation routes.*
- Policy 3.3: *Encourage compatible residential development in areas with recyclable or underutilized land.*

Local Early Action Planning Grants Program | The City was awarded $150,000 under the Local Early Action Planning Grants Program (LEAP). The awarded amount is being used to fund the Housing Element, 6th Cycle, which was approved by the City Council in 2022. The LEAP Grant was used to fund the 6th Cycle Housing Element Update.

Housing Programs and Implementing Measures

The goals and policies outlined in the City's Housing Element, 6th Cycle addresses Glendora's identified housing needs and are implemented through a series of housing programs offered primarily through the City's Community Development Department. Housing programs define the specific actions the City will undertake to achieve the stated goals and policies within the eight-year (2021-2029) planning period. The City's housing programs for addressing community housing needs is described according to the following five issue areas.

- Housing Conservation and Improvement
- Housing Assistance
- Provision of Adequate Housing Sites
- Removal of Governmental Constraints
- Promotion of Equal Housing Opportunity

CONSERVATION ELEMENT

The purpose of the Conservation Element is to provide direction regarding the conservation, development, and utilization of natural resources. Existing resources within the City of Glendora are identified to understand how future development impacts these resources and to provide guidance for the maintenance, preservation, and conservation of these resources. The Conservation Element addresses the following resources: water, energy, solid waste and biological, as well as storm water management. The City of Glendora previously adopted a Historic Preservation Element as an optional element within the General Plan. Cultural and historical resources and goals and objectives for the preservation of these resources are discussed within the Historic Preservation Element.

Conservation Element Progress Updates

- **Goal CON-1: *Protection and conservation of Glendora's water resources.***
  - Policy CON-1.2: *Reduce water demand for irrigation purposes through the utilization of water conserving landscape materials.*

    Policy CON-1.4: *Establish outreach and incentive programs to educate residents on methods of water conservation and to encourage their use.*

Water Conservation | City Water Conservation programs that continued last year include free indoor and outdoor water use efficiency surveys conducted by local business, WaterWise Consulting Inc., a residential irrigation leak repair program and free smart irrigation controller installations. New water customers were provided with free water conservation at home kits. The free Smart Water Meter Program, which sends leak alerts directly to your phone, was promoted at various outreach events.

City of Glendora is partnered with the Metropolitan Water District (MWD) to offer enhanced rebates for water saving devices and turf replacement. The Community Water Hero Program recognizes businesses for achieving exceptional water efficiency in our community. The City's Landscape Professional Services Reimbursement Program also provides rebate incentives for using a licensed installation and design professionals. Drought friendly landscape classes were offered on Earth Day and at the Glendora Library Summer Discovery Zone.

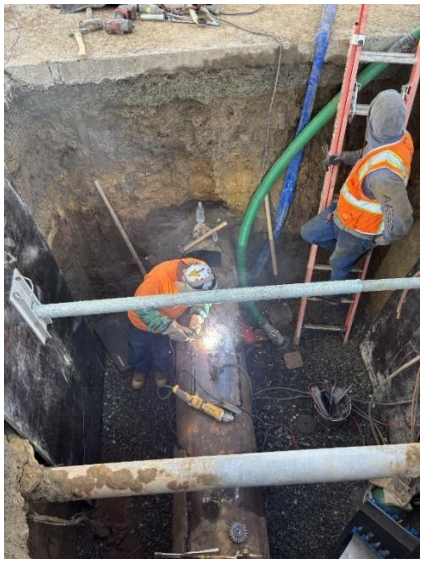
- **Goal CON-2: *Utilization of water conservation technologies and practices.***
    - Policy CON-2.4: *Establish and implement water conservation methods for all municipal facilities*

- **Goal CON-3: *Effective and well-maintained water infrastructure system.***
    - Policy CON-3.1: *Ensure the City's Water Master Plan provides an accurate projection of future water demand and conveyance.*

Water Rate Structure | The City of Glendora provides potable water service to residential, commercial, industrial, and public facilities, including parks and schools. Committed to long term planning, the City continuously evaluates its water system to ensure reliable, cost-effective service. The April 2023 Water Master Plan updates the domestic water analysis and serves as a guide for system improvements through 2040. It outlines a Capital Improvement Plan (CIP) to upgrade wells, reservoirs, and pump stations based on field assessments and operational needs. The resulting water rate structure ensures sufficient funding for system reliability, critical infrastructure projects over the next five years, and emergency reserves.

- Policy CON-3.2: *Ensure existing water infrastructure systems are properly maintained.*

Water Leak Repairs | The City of Glendora Water Division Distribution team made 216 leak repairs in 2025 which included water mains, water services and fire hydrants. During this time the Water Division also replaced over 880 linear feet of water main line due to emergency leaks.



- **Goal CON-5:** ***Reduced demand for energy resources through the use of conservation techniques.***
    - Policy CON-5.1: *Investigate and implement opportunities for energy conservation at all City-maintained facilities.*

Booster Pump 2 was rebuilt and fitted with a new mechanical seal at the San Gabriel Plant, while Booster Pump 36 at the Water Yard was installed after both the motor and pump received full servicing. The City's Water Division has a goal of taking one well pump out each year for maintenance and repair. This will help ensure that they are running efficiently as conditions may change in the basin. The Water Division also has a program to have all pumps and motors tested for efficiency on an annual basis as these are the City's main power users. By having an annual testing program we use energy in the most efficient manner possible.

- Policy CON-5.2: *Encourage the incorporation of energy conservation features in the design of all new construction and substantial rehabilitation projects and encourage the installation of conservation devices in existing developments.*

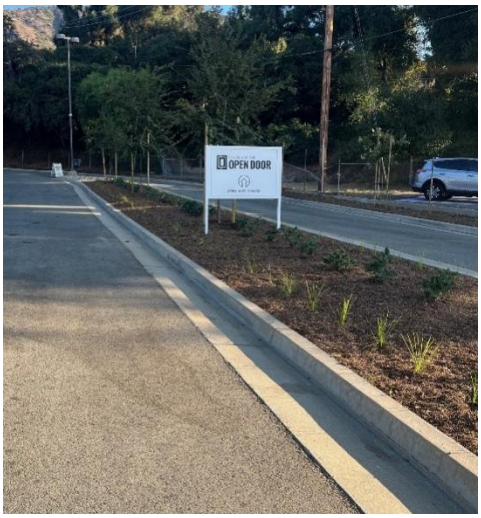
The City supports the installation of water and energy efficient devise in existing developments, including high efficiency clothes washers, showerheads, and faucet aerators. These devices are provided and installed by WaterWise Consulting as part of MWD supported conversation programs, helping residents reduce water use, save energy, and improve overall efficiency.

- **Goal CON-1: *Protection and conservation of Glendora's water resources.***
    - Policy CON-1.3: *Establish specific requirements for the use of water conserving landscape materials in new development and redevelopment projects, parks and municipal facilities.*
    - Policy CON-1.5: *Establish methods to analyze water conservation issues when determining the need and development of future parks.*
- **Goal CON-2: *Protection and conservation of Glendora's water resources.***
    - Policy CON-2.2: *Reduce water demand for irrigation purposes through the utilization of water-conserving landscape materials.*
- **Goal CON-7: *A comprehensive citywide landscape strategy.***
    - Policy CON-7.1: *Establish a cohesive landscape plan to ensure consistent landscaping throughout the City.*

      Park Maintenance Manual | All City landscaping, including parks, landscape maintenance assessment district sites, medians and open space is maintained under a single maintenance contract, with specifications dictated by the Park Maintenance Manual on a site-by-site basis.

    - Policy CON-7.2: *Establish specific requirements for consistent landscaping in new development and redevelopment projects, parks and municipal facilities.*

Landscape Plan Checks | The City Water Conservation performed plan checks and irrigation audits for new landscapes in new development projects to ensure compliance with the State's Model Water Efficient Landscape Ordinance and currently offers free irrigation system audits for new landscape installations.



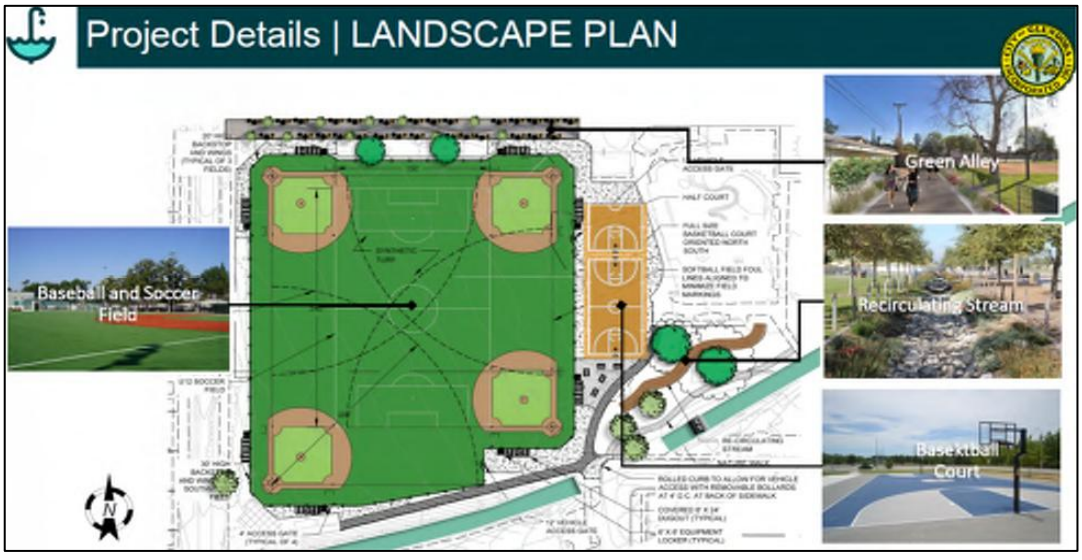
- **Goal CON-8:** ***Proper conveyance and treatment of stormwater and implementation of techniques to reduce pollutants consistent with Federal, State and regional regulations and standards.***
    - Policy CON-8.1: *Ensure existing drainage facilities are properly maintained.*
    - Policy CON-8.3: *Incorporate project-level stormwater mitigation measures to reduce potential impacts to water quality and ensure mitigation measures are adequately monitored.*
    - Policy CON-8.5: *Continue to support regional and State efforts in controlling point and non-point sources of water pollution.*

Los Angeles County Catch-basin Cleaning | Glendora began contracting with the Los Angeles County Public Works Department to provide dry- and wet-season cleaning of all 235 City-maintained catch-basins.

Stormwater Regulatory Compliance Contract | Glendora will be entering into a contract with a 3rd party engineering firm to ensure comprehensive stormwater regulatory compliance.

Upper San Gabriel River Enhanced Watershed Management Program (USGR EWMP) | In response to provisions of National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit Order No. R4- 20120175, Glendora partners with Los Angeles County and the Cities of Baldwin Park, Covina, Industry, La Puente, South El Monte, and West Covina in the USGR EWMP to administer and cost-share implementation of a coordinated, integrated monitoring program for the Upper San Gabirel River Watershed.

Finkbiner Park Storm Water Capture Project | Glendora being in the foothills of the San Gabriel Mountains, rain and stormwater pass through the City streets. With Los Angeles County and neighboring cities, the Finkbiner Park Stormwater Project Design is in progress and 90% complete. Stormwater will be captured in underground chambers and treated to improve the quality of runoff water.



- **Goal CON-9:** ***Preservation and conservation of natural resources and sensitive habitats.***
  - Policy CON-9.4: *Ensure the preservation of the natural plant communities in the hillside areas.*
  - Policy CON-9.7: *Ensure preservation of local watersheds in development to maintain native plant habitats and ensure connectivity of wildlife corridors.*

Big Dalton Canyon Wilderness Park Eagle Scout Project | Staff helped coordinate an Eagle Scout project at the Big Dalton Canyon Wilderness Park first removing invasive Tree of Heaven, old fence posts, and chain link fencing; and then replanting and mulching native oak and elderberry trees.

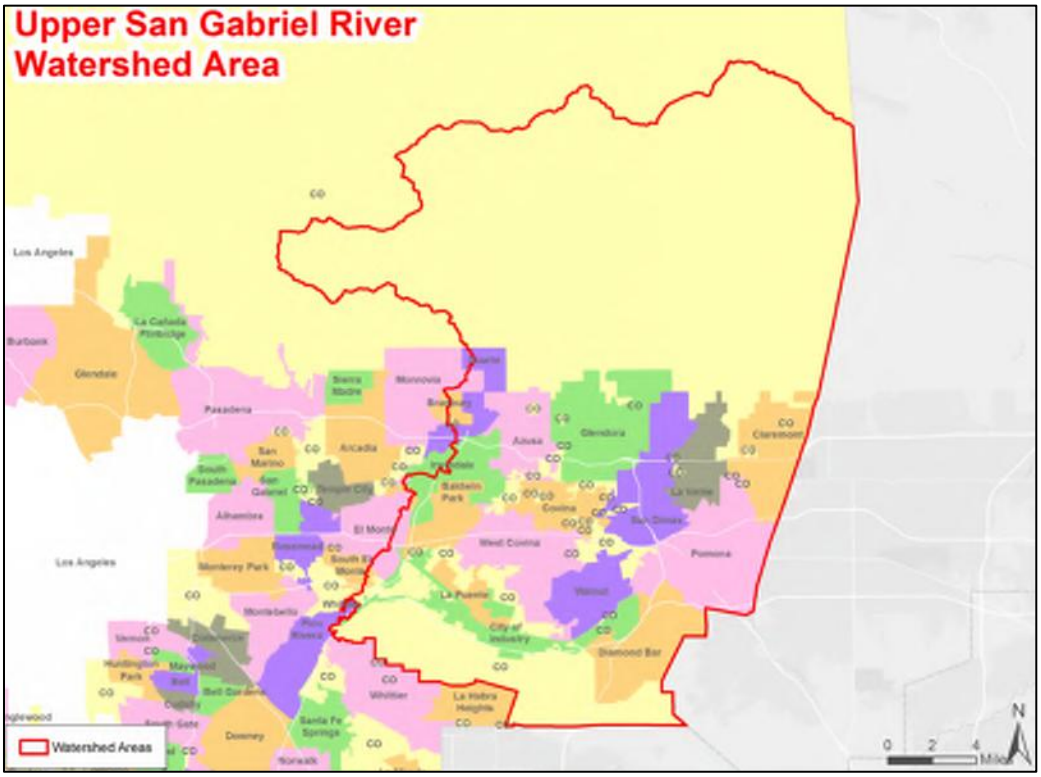
- **Goal CON-10** ***A tree preservation strategy.***
    - Policy CON-10.4: *Ensure appropriate placement and proper maintenance of tree resources within the City.*

Urban Forest Master Plan & Urban Forestry Manual | As part of the City's 2023-2025 Adopted Strategic Plan, staff will be issuing a request for proposals to hire a consultant to assist in developing an Urban Forest Master Plan and updating the City's Urban Forestry Manual, including a review and update of relevant sections of the Glendora Municipal Code and tree-related fees.

South Hills Wilderness Park Volunteer Tree Mulching Project | Staff led a volunteer group of local high school students spreading mulch around saplings at the South Hills Wilderness Park.

- GOAL CON-11 PROACTIVE CITY PARTICIPATION WITH LOCAL, REGIONAL, AND STATE AGENCIES TO PROMOTE MULTI-AGENCY INVOLVEMENT IN UNDERSTANDING AND ADDRESSING ENVIRONMENTAL AND CONSERVATION ISSUES.

Upper San Gabriel River Watershed Area Steering Committee (USGR WASC) | Glendora participates as a municipal voting member on the USGR WASC, which reviews projects proposed for funding under the Los Angeles County Safe, Clean Water Program and develops an annual Stormwater Investment Plan (SIP) for the watershed area.



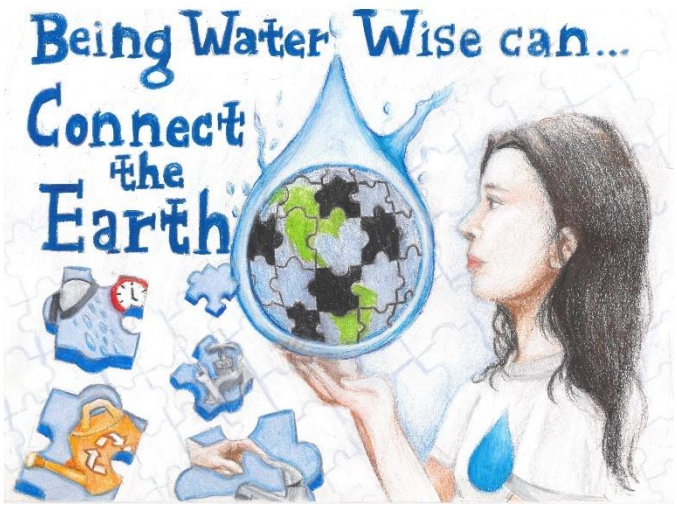
- Policy CON-11.1: *Investigate new opportunities to work with local, regional and State agencies regarding environmental and conservation issues.*

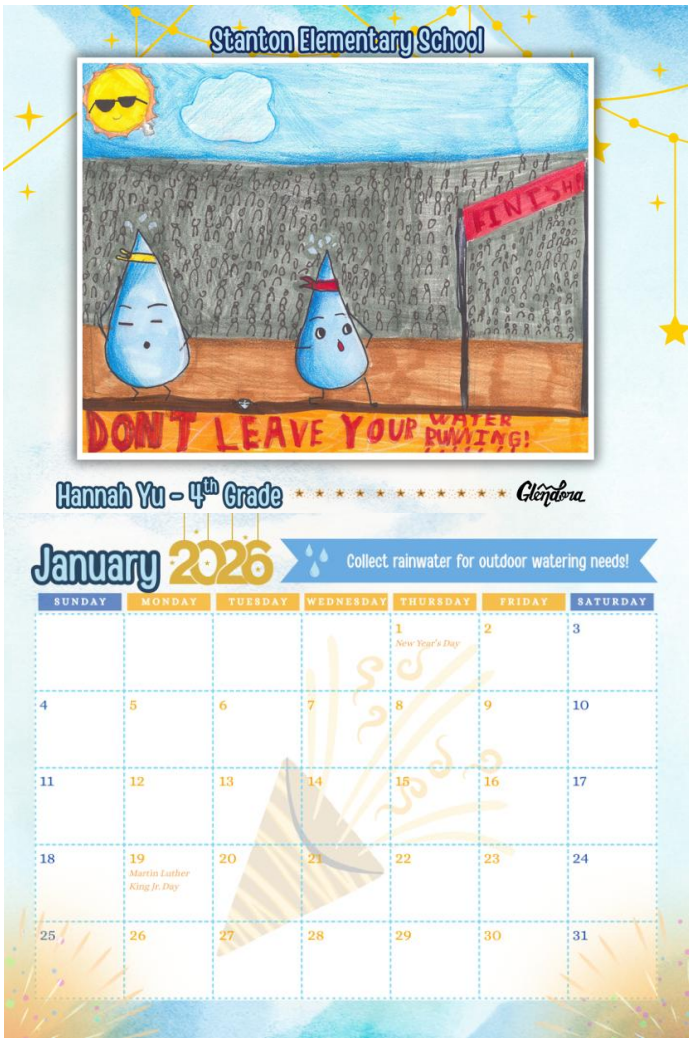
Water Education Program | The City's Water Education Program features an annual Water Awareness Poster Contest, with winning entries submitted to the Metropolitan Water District's competition. A student from Glendora was recognized as a winner in 2025. Water Conservation staff also helps organize field trips to Three Valleys Municipal

Water District for students of the Glendora Unified School District to learn more about where our water comes from.

Glendora is also a member of the Water Education Water Awareness committee with other local water agencies which offers grants for teachers to fund innovative water related classroom projects and scholarship opportunities for college bound senior high school students. Glendora also promotes MWD's Community Partnership Program which provides K-12 grant opportunities towards water related education outreach programs to host workshops, water festivals, or water themed curriculum.

Local/State Agency Collaboration | Glendora participates in the regional Member Agency Administered Program (MAAP) with MWD in partnership with Three Valleys Valley's Municipal Water District, which offers local agencies funding reimbursements opportunities for water conservation related projects and/or programs.





SAFETY ELEMENT

The aim of the Safety Element is “to reduce the potential risk of death, injuries, property damage, and economic and social dislocation resulting from fires, floods, earthquakes, landslides and other hazards”. It serves as a guide for City government and the general public in understanding the hazards facing the City of Glendora and how to reduce the impacts of these hazards. The Safety Element draft is 90% complete and is currently under review by CalFire and the Board of Forestry. Once these reviews are completed, the project will be aligned with the Local Hazard Mitigation Plan, which is currently being finalized by the Police Department. The City council adopted an updated Safety Element In October 2025 and the 2025 Local Hazard Mitigation Plan was adopted in January 2026.

Safety Element Progress Updates

- **Goal SAF-2** ***Reduced incident of damage to life and property from wildland fires:***
  - Policy SAF-2.1: *Require all proposed developments to prove that the development can adequately be served by fire flows.*
  - Policy SAF-2.2: *Maintain low density/intensity land use designations in the hillside areas.*
  - Policy SAF-2.4: *Require proposed developments to comply with access requirements of the Los Angeles County Fire Department and Glendora Police Department.*

  Fire Flow Adequacy | The City continues to require proof of fire flow adequacy and Los Angeles County Fire Department review for new development proposals within high-fire severity/hillside areas.

- **Goal SAF-6** ***Coordinated public safety and community planning.***

- **Goal SAF-9** ***Minimized loss of life, injury or property during disaster events.***

  Multi-Hazard Function Plan | The Safety Element includes several policies related to programs mandated by the State and federal government. These programs include the State-required Standardized Emergency Management System (SEMS), the implementation of which resulted in the City’s adoption of a Multi-Hazard Function Plan (MHFP).

NOISE ELEMENT

The purpose of the Noise Element is to provide a framework to limit noise exposure within the City. Existing and future noise environments and the compatibility of land uses are considered in the Element, as well as sensitive receptors and generators of stationary noise. Projected noise levels are included to help guide future land use policy and prevent high noise levels in sensitive areas at buildout.

Various measures are described to mitigate potential noise conflicts. These measures are designed to lessen impacts from unavoidable noise conflicts within the City of Glendora. The Noise Element also serves as a guideline for compliance with the State's Noise Insulation Standards.

As part of the General Plan process the City surveyed the planning area to identify mobile and stationary noise sources that have, or could have, an adverse impact on land uses in the planning area. Noise levels at various intersections and roadways were measured to identify current and predicted noise levels based on traffic levels expected under the land use plan's build out scenario. Goals and policies were adopted to ensure that appropriate land use planning techniques incorporated into new development planning to minimize impacts to sensitive noise receptors.

Noise Element Progress Updates

- **Goal N-1:** ***Reduced noise impacts from transportation sources:***
    - Policy N-1.1: *Ensure traffic noise mitigation measures are included and implemented in the design of new development.*
    - Policy N-1.3: *Limit construction, delivery, and through truck traffic to designated routes.*

Noise Studies | Noise studies are continuously conducted as part of the environmental review process and mitigation measures are required as appropriate depending on the location and type of development project and/or location.

Noise Ordinance | The City's Noise Ordinance continually places restrictions for construction activities to minimize and regulate construction-related noise.

OPEN SPACE AND RECREATION ELEMENT

The purpose of the Open Space and Recreation Element is to examine existing open space and recreational facilities and outline strategies and actions to preserve and enhance these amenities within the City. The Open Space designation in Glendora includes both private and public lands in the foothills and South Hills.

Open space and recreational facilities are located throughout the City and provide recreational, training, and educational opportunities along with various programs and services to assist and improve the quality of life in the community. Such amenities and areas in the City of Glendora include parks, community centers, trails, hillside areas, open space easements, and institutional uses.

Open Space and Recreation Element Updates

- **Goal OSR-4:** ***Diversified range of park and recreation facilities and programs for all Glendora residents.***
    - Policy OSR-4.1: *Investigate opportunities to enhance and expand existing park and recreation facilities.*
    - Policy OSR-4.3: *Provide a variety of program opportunities for residents of all ages.*
    - Policy OSR-4.8: *Expand park use to include services that increase the overall wellbeing of residents.*
- **Goal OSR-5:** ***Improved community access to recreation facilities.***
    - Policy OSR-5.4: *Ensure park and recreation facilities meet American with Disabilities Act (ADA) standards.*

La Fetra Center Renovations | Updates to the Adult Community Center included renovations to the public kitchen area, exterior painting of the building, and installation of new carpeting. These improvements modernized the facility, enhanced safety, and improved overall appearance, ensuring a more welcoming and secure environment for adult and senior recreational activities.

Pour-In-Place Surfacing for South Hills Park, Ole Hammer Park, and Willow Springs Park | This City Park resurfacing project included resurfacing playground areas at three city parks using pour-in-place surfacing. This project advanced the City's goal of updating all playgrounds with safer, more durable surfaces to replace rubber tire chunks. The new surfacing provides improved accessibility, reduced maintenance and debris, enhanced safety through impact-absorbing padding, and visually appeal. The project was completed in January 2025.

Crowther Teen and Family Center Gym Improvements | Improvements focused on improving safety, durability, and maintenance efficiency. In the gym, outdated wooden bleachers were removed and replaced with heavy-duty plastic bleachers that are easier to clean, maneuver, and provide improved ergonomic seating. Sound panels were updated by replacing the exterior material, enhancing both appearance and sound control. Beginning in 2025, gym floors began to be resurfaced annually rather than biennially to better maintain surface quality and longevity.

Dawson Park Playground and Pour-In-Place Surfacing | The Teen Center playground was fully remodeled and completed by the end of October 2025. The updated design improved ADA accessibility and marked the final City-owned playground to be upgraded with poured-in-place surfacing. Capital Project Funds totaling $130,420.24 were used for construction, overnight security, and playground inspection. The final project cost, including a ten percent contingency, was $141,978.06.

Rowley Wilderness Amphitheater Kiosk Map | Funds were allocated for the repair and replacement of trail signs and posts, along with the production of a new trail map for the kiosk at the Big Dalton Rowley Wilderness Area, totaling $1,300. The updated trail signage improves accessibility by featuring a clean design with high contrast elements to ease visibility.

AIR QUALITY ELEMENT

The Air Quality Element seeks to improve air quality in the planning area through policies and infrastructure planning. Examples of policy level planning include regional cooperation with regional governments such as SCAG and SCAQMD in supporting alternative transportation initiatives.

Air Quality Element Updates

- **Goal AQ-2:** ***Reduction of vehicular trips.***

    - Policy AQ-2.1: *Reduce mobile source emissions by encouraging reduction in project-related vehicle trips and vehicle miles traveled (VMT).*

      VMT Policy | The City continues to use a VMT Policy in accordance with the California Environmental Quality Act (CEQA) Traffic Impact Analysis Requirements. This promotes a reduction in greenhouse gases, the development of multimodal transportation, and a diversity of uses. The City applied and received a grant to purchase three new vehicles. These vehicles will support the City's Short Range Transit Plan's goal of providing all-day service to key local destinations, reducing reliance on driving by offering a public transit option during evening hours, thus reducing emissions. Delivery of the vehicles are expected early 2026.

    - Policy AQ-2.4: *Promote and encourage ride-sharing activities throughout the community.*

- **Goal AQ-5:** ***Promotion of alternative transportation modes.***
    - Policy AQ-5.1: *Promote and encourage the use of public transit, such as the Metrolink and local bus lines.*

      Metro A Line Light Rail Support | The City supports the A Line (previously known as the Gold Line as of September 2025) by providing ongoing information and TAP card application assistance for reduced-fare programs for seniors, persons with disabilities, low-income riders, and students, encouraging greater use of the service through affordable fare options.

- Policy AQ-5.3: *Promote telecommuting and modified work schedules as a method of trip reduction.*

Altcom Program | The City continues its employee alternative commute incentive program, which encourages City employees to choose a commute option that is an alternative to a single occupancy vehicle, such as biking, walking, carpooling, or utilizing public transit.

HISTORIC PRESERVATION ELEMENT

Hamilton House - Centennial Heritage Park (1890)

In 1999 the City adopted the Historic Preservation Element to reflect the community's desire to preserve historic resources. The element identified the different levels of historic significance at the federal, state, and local levels. Goals and policies are in place that require the City to consider the effects of development on historic resources. The City continues to update information and policies related to historic resources.

Historic Preservation Progress Updates:

Alteration to Historic Resource | Any proposed alteration to a historic resource or landmark requires City review and/or public hearings to determine if proposals are appropriate and meet the Secretary of the Interiors Standards.

Webpage | The City maintains a Historic Preservation webpage with information and resources including a list of historic landmarks and a sample Mills Act Contract: *https://www.cityofglendora.gov/Explore/Community-Development/Planning-Division/Historic-Preservation*

- **Goal: Preserve and protect Glendora's historic resources as physical reminders of the city's past and as unique focal points to shape the community's identity:**
    - Policy: *Maintain a list of historic resources designated under national, state, and local agencies.*
    - Policy: *Ensure the protection of historic resources through the enforcement of existing codes.*
    - Policy: *Provide relief from property taxes through Mills Act Contracts.*

Historic Landmarks | In late 2024 and early 2025 city purchased bronze plaques for 400 N. Glendora Ave., 131 E. Whitcomb Ave. and 200 S. Vista Bonita. Plaques were distributed to property owners and are to be mounted in publicly accessible and visible locations (on building exterior near front entry, or grounded mounted in concrete adjacent to public sidewalk).

- 400 N. Glendora Ave. (Cornerstone Bible Church) – New Landmark
- 131 E. Whitcomb Ave. (Malcolm House) – New Landmark
- 200 S. Vista Bonita Ave. (Brubaker House) – Previously approved landmark that did not have plaque.

- **Goal: *Increase the public's awareness and appreciation for Glendora's historic resources.***

Brubaker House - New plaque installed 2025

131 E. Foothill Boulevard | In June 2025, the Planning Commission reviewed/approved three, new, two-story multifamily apartments. A Certificate of Appropriateness was required due to the subject property's designation as a Contributing Resource to the City's Historic Preservation Overlay Zone (HPOZ). Site is now under construction.

Glendora Community Archive | A searchable collection of scanned local materials with newspapers dating 1890 to present, historical directories dating 1954-1990, locally produced cookbooks, and more.

Route 66 Centennial Tour-Glendora and surrounding areas | A tour of local historical landmarks along Route 66 and their background is available to the community, curated by the Library on https://theclio.com/tour/2860.

ADDITIONAL NOTES

Consistency with General Plan Guidelines

The General Plan is internally consistent, comprehensive, and maintains a long-term perspective on continued City growth and development. The General Plan evaluates the City's entire planning area which includes the City and its Sphere of Influence that covers some of the unincorporated County lands adjacent to the City. The General Plan includes the seven required elements and the optional elements of Air Quality and Historic Preservation.

With respect to internal consistency, the elements are based on the anticipated growth within the community. As an example of the consistency written into the General Plan, the Land Use Element was the foundation for new housing and population data as vacant and underutilized parcels were identified and housing growth was projected onto the parcels. Growth from housing and population was used to drive the formation of the Circulation Element which included a forecast model of peak traffic volumes and Average Daily Trips (ADT) based on projected growth from the Land Use Element. Peak traffic and ADT volumes were then simulated to generate anticipated noise levels on roadways to identify any potential impacts on the Community Noise Equivalent Levels (CNEL) for the Noise Element. In another example of consistency, the Housing Element includes a housing sites analysis that is based on the land use designations and policies of the Land Use Element.

Sustainable Development

The City's General Plan includes sustainable development policies that embrace compact development, walkability, and transit-oriented development; promote infill development; protect open space (nearly 50 percent of the City's land use area is designated as open space); protect natural habitats and habitat connectivity; and avoid natural hazards. These policies are incorporated across a number of General Plan elements including Land Use, Open Space and Recreation, Conservation, and Safety. The City maintains a certified Housing Element which properly addresses adequate housing for all income levels. A number of policies also address energy efficiency in building and site planning. Waste reduction and recycling policies are being

implemented to reduce consumer waste and promote recycling (the City maintains an over 65% diversion rate as required by State law).

Environmental Justice Existing Conditions Report

The topic of Environmental Justice (or "EJ") aims to prevent and correct disproportionate environmental impacts on vulnerable communities. These impacts can result from either the presence or absence of certain land uses, facilities, and/or physical and social infrastructure. For example, the presence of industrial land uses causing air pollution in a vulnerable community is an EJ issue. The absence of parks and open space, sidewalks and bike lanes, safe housing, and healthy food options in a vulnerable community are also EJ issues. Therefore, Environmental Justice can be defined as "the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income, with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies."

Air Quality Element:

- **Goal AQ-4:** ***Protect the health of all residents, regardless of age, culture, ethnicity, gender, race, socioeconomic status, or geographic location, from the health effects of pollution with equitable environmental policymaking and enforcement.***
    - Policy AQ-4.1: *Evaluate potential environmental justice issues by requiring a review of environmental impacts for potential development projects.*

Housing Element

- **Goal 3:** ***Provide suitable sites for housing development which can accommodate a range of housing by type, size, location, price, and tenure to accommodate the City's share of the regional housing need.***
    - Policy 3.2: *Encourage development of residential uses in strategic proximity to employment, recreational facilities, schools, neighborhood commercial areas, and transportation routes.*
    - Policy 3.5: *Ensure that residential development sites have appropriate and adequate services and facilities, including water, wastewater, and neighborhood infrastructure.*

The Environmental Justice Existing Conditions Report addresses eight EJ-related topics for Glendora, the findings of which are summarized below:

1. Reduce Pollution Exposure and Improve Air Quality – Though Glendora does not have DACs based on composite CalEnviroScreen scores, there are census tracts with high individual pollution burden indicators or high burden population characteristic indicators (e.g., low birth weight, unemployment). These census tracts are concentrated in the southern portion of the city along both the north and south sides of the 210 Freeway.
2. Promote Public Facilities – Public facilities that serve the community such as transit stations and routes, cultural facilities, daycare centers, community centers, post offices, libraries, public schools, parks, etc. are well distributed throughout Glendora, including vulnerable communities. All identified vulnerable communities contain some public park space. There are four community center facilities in the city, all located within vulnerable communities.
3. Promote Healthy Food Access – Glendora is within the 28th and 31st Congressional Districts. Glendora's 28th District has a higher food insecurity rate than the County, while the 31st District food insecurity rate is lower than the County. There are eight food markets within the city; one of them is located in a vulnerable community. Glendora does not currently have any active farmers' markets or community gardens.
4. Promote Safe and Sanitary Homes –
    a. Approximately 89% of the city's housing stock is over 30 years old and 65% is over 50 years old. The majority was built from 1950-1959.
    b. About 4% of Glendora households live in overcrowded conditions.
    c. Renter-households are more prone to overcrowding (54%) compared to owner-households (45%).
    d. Renters have higher percentages of overpayment (45%) than owners do (30%).
    e. Southern Glendora census tracts also have a higher concentration of cost burdened renters compared to the northern tracts.
    f. Overall, housing cost burden was most prevalent among extremely low-income households in Glendora (81%).
5. Promote Physical Activity – The City of Glendora has a generous combination of local parks, natural areas, regional open space, and regional recreation parks generally well-distributed throughout the city, including vulnerable communities. Most residents (52%) live within a 5-10 minute walk from a park. The biggest opportunity area lies in the

southeast portion of the city. Existing and proposed bikeways are generally well-distributed throughout Glendora, including vulnerable communities. There are several miles of hiking trails in the northern and southern portions of the city.

6. Reduce Any Unique or Compounded Health Risks Not Otherwise Addressed – Glendora does not have any notable unique situations which would significantly compound health risks.
7. Promote Civic Engagement in the Public Decision-making Process – Certain demographic categories can help predict a community's level of civic engagement. For example:
    a. Age distribution can help predict the likelihood of a community participating in civic activities. Those between the ages of 45 and 64 make up the largest percent of Glendora's population.
    b. Language is a critical signifier of a population's likely participation in civic activities. Though there is a small percentage of limited English-speaking households in Glendora, non-native English speakers, and especially those individuals with limited English fluency, are less likely to participate in civic activities.
    c. Educational attainment is a strong signifier of a population's likely participation in civic activities. Higher educational attainment generally correlates with increased civic participation. All census tracts in Glendora have low to medium CalEnviroScreen burden scores for education.
    d. Race and ethnicity are important predictors of civic engagement, and studies have shown that White populations are more likely to be civically engaged than other groups.
8. Prioritize Improvements and Programs That Address Specified Needs – The Department of Housing and Community Development (HCD) and the California Tax Credit Allocation Committee (CTCAC) created an opportunity map as a way to measure and visualize place-based characteristics linked to critical life outcomes, such as educational attainment, earnings from employment, and economic mobility. The HCD/CTCAC Opportunity Map for Glendora shows that most census tracts within the city are considered high to highest resource areas (see Figure 3.8.1 in the Existing Conditions Report).

Preparation and Implementation of the General Plan

During the City's last General Plan update, the City conducted extensive community outreach involving dozens of workshops and neighborhood meetings that resulted in the identification of

community issues and opportunities. This community discussion provided the framework for the development of goals and policies which were eventually considered and adopted by the City Council.

The goals and policies of the General Plan are implemented by the day-to-day policies the City enforces through the Zoning Ordinance, Building Code, NPDES regulations, and the numerous programs and services the City administers to serve residents such as parks and recreation programs, housing assistance programs, economic development policies, public works programs, and capital facilities improvement programs.

Special Considerations

The City's General Plan was prepared in consideration and recognition of all of the applicable state and federal mandated requirements. Examples of applicable state and federal requirements which affect the planning area include the Seismic Hazards Mapping Act, NPDES, federal and state regulations concerning flora and fauna, and AB 32.

General Plan Mandatory Elements Update List

The following list identifies the year in which the City last updated the General Plan elements:

Required Elements

- Land Use: Updated 2006
- Circulation: Updated 2007
- Housing: Updated 2022
- Conservation: Updated 2007
- Open Space: Updated 2007
- Noise: Updated 2007
- Safety: Updated 2025

Optional Elements

- Air Quality: Updated 2007
- Historic Preservation: Updated 1999

Jurisdiction	Glendora	
Reporting Year	2025	(Jan. 1 - Dec. 31)
Housing Element Planning Period	6th Cycle	10/15/2021 - 10/15/2029

Building Permits Issued by Affordability Summary		
Income Level		**Current Year**
Acutely Low	Deed Restricted	0
	Non-Deed Restricted	0
Extremely Low	Deed Restricted	0
	Non-Deed Restricted	0
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		90
Total Units		**90**

Units by Structure Type	**Entitled**	**Permitted**	**Completed**
Single-family Attached	0	0	0
Single-family Detached	46	17	0
2 to 4 units per structure	3	11	0
5+ units per structure	70	6	0
Accessory Dwelling Unit	0	56	0
Mobile/Manufactured Home	0	0	0
Total	**119**	**90**	**0**

Infill Housing Developments and Infill Units Permitted	**# of Projects**	**Units**
Indicated as Infill	90	90
Not Indicated as Infill	0	0

Housing Applications Summary	
Total Housing Applications Submitted:	2
Number of Proposed Units in All Applications Received:	#REF!
Total Housing Units Approved:	4
Total Housing Units Disapproved:	0

Use of SB 423 Streamlining Provisions - Applications	
Number of SB 423 Streamlining Applications	0
Number of SB 423 Streamlining Applications Approved	0

Units Constructed - SB 423 Streamlining Permits			
Income	**Rental**	**Ownership**	**Total**
Acutely Low	0	0	0
Extremely Low	0	0	0
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	**0**	**0**	**0**

Streamlining Provisions Used - Permitted Units	**# of Projects**	**Units**
SB 9 (2021) - Duplex in SF Zone	3	3
SB 9 (2021) - Residential Lot Split	0	0
AB 2011 (2022)	0	0
SB 6 (2022)	0	0
SB 423 (2023)	0	0

Ministerial and Discretionary Applications	**# of**	**Units**
Ministerial	0	0
Discretionary	2	0

Density Bonus Applications and Units Permitted	
Number of Applications Submitted Requesting a Density Bonus	0
Number of Units in Applications Submitted Requesting a Density Bonus	0
Number of Projects Permitted with a Density Bonus	0
Number of Units in Projects Permitted with a Density Bonus	0

Housing Element Programs Implemented and Sites Rezoned	**Count**
Programs Implemented	0
Sites Rezoned to Accommodate the RHNA	0

Jurisdiction	Glendora
Reporting Year	2025 (Jan. 1 - Dec. 31)
Planning Period	6th Cycle 10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table A
Housing Development Applications Submitted

Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes										Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Historic Sites	Density Bo Applica
1					2	3	4					5						7	8	9	10	11
Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted (see instructions)	Acutely Low-Income Deed Restricted	Acutely Low-Income Non Deed Restricted	Extremely Low-Income Deed Restricted	Extremely Low-Income Non Deed Restricted	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Please select state streamlining provision/s the application was submitted pursuant to.	Is this project located on a site with an associated historical designation as outlined in Government Code Section 65400(a)(2)(N) and reported on Table L?	Did the housing development application seek incentives or concessions pursuant to Government Code section 65915?
Summary Row: Start Data Entry Below								0	0	0	0	0	0	0	0	0	0	4	4	0			
	8638-014-035	131 E Foothill		PLN25-0011	SFD	R	5/15/2025											3	3		NONE	Yes - Local	No
	8636017023	445 Conifer		PLN25-0013	SFD	O	5/22/2025											1	1		NONE	No	No

Jurisdiction	Glendora
Reporting Year	2020 (Jan. 1 - Dec. 31)
Planning Period	6th Cycle (10/15/2013 - 10/15/2021)

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier				Unit Types		Affordability by Household Incomes - Completed Entitlement											Affordability by Household Incomes - Building Permits												Affordability by Household Incomes - Certificates of Occupancy											Streamlining	Historic Sites	Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Density Bonus				Notes
1				2	3	4										5	6	7										8	9	10										11	12	13	14	15	16	17	18	19	20		21	22	23	24	25	26
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Acutely Low-Income Deed Restricted	Acutely Low-Income Non-Deed Restricted	Extremely Low-Income Deed Restricted	Extremely Low-Income Non-Deed Restricted	Very Low-Income Deed Restricted	Very Low-Income Non-Deed Restricted	Low-Income Deed Restricted	Low-Income Non-Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non-Deed Restricted	Above Moderate-Income	Entitlement Date Approved	# of Units Issued Entitlements	Acutely Low-Income Deed Restricted	Acutely Low-Income Non-Deed Restricted	Extremely Low-Income Deed Restricted	Extremely Low-Income Non-Deed Restricted	Very Low-Income Deed Restricted	Very Low-Income Non-Deed Restricted	Low-Income Deed Restricted	Low-Income Non-Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non-Deed Restricted	Above Moderate-Income	Building Permits Date Issued	# of Units Issued Building Permits	Acutely Low-Income Deed Restricted	Acutely Low-Income Non-Deed Restricted	Extremely Low-Income Deed Restricted	Extremely Low-Income Non-Deed Restricted	Very Low-Income Deed Restricted	Very Low-Income Non-Deed Restricted	Low-Income Deed Restricted	Low-Income Non-Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non-Deed Restricted	Above Moderate-Income	Certificates of Occupancy or other forms of readiness (see instructions) Date Issued	# of Units Issued Certificates of Occupancy or other forms of readiness	Please select the state streamlining provision the project was APPROVED under (may select multiple)	In this project located on a site with an associated historical resource as outlined in Government Code Section 65651(a)(2)(H) and approved as such?	Infill Units? YIN*	Assistance Programs for Each Development (may select multiple - see instructions)	Deed Restriction Type (may select multiple - see instructions)	For units affordable without financial assistance or deed restrictions and density the locally determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 10001)	Number of Demolished/Destroyed units	Demolished or Destroyed Units	Demolished/ Destroyed Units Owner or Renter	Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area)	Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Reductions)	List the incentives, concessions, waivers, and modifications. (Excluding concessions, waivers or Parking Modifications)	Did the project receive a concession or waiver of parking standards? (YIN)	Notes*	
Auto-populates from Prior APN																																																				
		500 N HACIENDA AVE GLENDORA, CA 91741-3071		ADU	O											1	1/4/2021	1																								No	Y													
		1311 E DALTON AVE GLENDORA, CA 91741-3227		ADU	O											1	1/14/2021	1																								No	Y													
		1240 E BENNETT AVE GLENDORA, CA 91741-3552		ADU	O											1	1/11/2021	1																								No	Y													
		1048 S VERNON AVE GLENDORA, CA 91741-3123		ADU	O											1	1/28/2021	1																								No	Y													
		1944 E JUANITA AVE GLENDORA, CA 91740-6822		ADU	O											1	1/28/2021	1																								No	Y													
		464 N WATMAN AVE GLENDORA, CA 91741-2330		ADU	O											1	2/4/2021	1																								No	Y													
		1128 E JOSEPH DR GLENDORA, CA 91741-3105		ADU	O											1	1/28/2021	1																								No	Y													
		1036 W MISCHAH ST GLENDORA, CA 91740-3847		ADU	O											1	1/27/2021	1																								No	Y													
		2265 N VALLEY CENTER AVE GLENDORA, CA 91741-1647		ADU	O											1	1/27/2021	1																								No	Y													
		708 S. VECINO GLENDORA, CA 91741-3105		ADU	O											1	2/22/2021	1																								No	Y													
		1844 N VALLEY CENTER AVE GLENDORA, CA 91741-3868		SFD	O											1	3/10/2021	1																								SB 9 (2021) - Duplex in SF Zone	No	Y													
		1276 E HAYS LN GLENDORA, CA 91740-5257		ADU	O											1	3/10/2021	1																								No	Y													
		1278 E WHITELEY AVE GLENDORA, CA 91741-1922		ADU	O											1	3/10/2021	1																								No	Y													
		811 & 813 W ROSEMONT AVE GLENDORA, CA 91741-3547		ADU	O											1	3/11/2021	1																								No	Y													
		1140 E JUANITA AVE Glendora, CA 91741-3246		ADU	O											1	3/16/2021	1																								No	Y													
		1147 E PRESPERO DR GLENDORA, CA 91740-5845		ADU	O											1	3/26/2021	1																								No	Y													
		2476 E VAN Glendora, CA 91741-373		ADU	O											1	4/9/2021	1																								No	Y													
		429 W WOODS ST GLENDORA, CA 91740-3643		ADU	O											1	4/19/2021	1																								No	Y													
		1127 E GLENDORA AVE GLENDORA, CA 91740-3865		ADU	O											1	4/13/2021	1																								No	Y													
		622 S WABASH AVE GLENDORA, CA 91741-4019		ADU	O											1	4/14/2021	1																								No	Y													
		612 S WABASH AVE GLENDORA, CA 91741-4038		ADU	O											1	4/15/2021	1																								No	Y													
		1236 MANDER DR GLENDORA, CA 91741-1505		ADU	O											1	4/16/2021	1																								No	Y													
		329 S ARMANSTON GLENDORA, CA 91741-3017		ADU	O											1	4/16/2021	1																								No	Y													
		1140 E DOMINGUEZ ST GLENDORA, CA 91741-3858		SFD	O											1	5/4/2021	1																								SB 9 (2021) - Duplex in SF Zone	No	Y													
		1148 E DOMINGUEZ ST GLENDORA, CA 91741-3858		ADU	O											1	5/4/2021	1																								No	Y													
		2061 N WABASH AVE GLENDORA, CA 91741-3816		ADU	O											1	5/4/2021	1																								No	Y													
		1156 E DOMINGUEZ ST GLENDORA, CA 91741-3858		ADU	O											1	5/4/2021	1																								No	Y													
		1008 S ARMANSTON GLENDORA, CA 91741-3017		ADU	O											1	5/4/2021	1																								No	Y													
		1140 E DOMINGUEZ ST GLENDORA, CA 91741-3858		SFD	O											1	5/4/2021	1																								SB 9 (2021) - Duplex in SF Zone	No	Y													
		1148 E DOMINGUEZ ST GLENDORA, CA 91741-3858		ADU	O											1	5/4/2021	1																								No	Y													
		2061 N WABASH AVE GLENDORA, CA 91741-3816		ADU	O											1	5/4/2021	1																								No	Y													
		1156 MANDER DR GLENDORA, CA 91741-1505		ADU	O											1	5/4/2021	1																								No	Y													
		1236 MANDER DR GLENDORA, CA 91741-1505		ADU	O											1	5/4/2021	1																								No	Y													
		329

Jurisdiction	Glendora
Reporting Year	(Jan. 1 - Dec. 31) 2025
Planning Period	6th Cycle

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

| | | |

Jurisdiction	Glendora	
Reporting Year	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.

Please contact HCD if your data is different than the material supplied here

Table B
Regional Housing Needs Allocation Progress
Permitted Units Issued by Affordability

		1	Projection Period	2									3	4
Income Level		**RHNA Allocation by Income Level**	**Projection Period - 06/30/2021-10/14/2021**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**Total Units to Date (all years)**	**Total Remaining RHNA by Income Level**
Acutely Low	Deed Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Extremely Low	Deed Restricted	-	-	-	-	-	-	-	-	-	-	-	1	-
	Non-Deed Restricted		-	-	-	1	-	-	-	-	-	-		
Very Low	Deed Restricted	735	-	-	-	-	-	-	-	-	-	-	**1**	**734**
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Low	Deed Restricted	386	-	-	-	-	-	-	-	-	-	-	**5**	**381**
	Non-Deed Restricted		1	-	4	-	-	-	-	-	-	-		
Moderate	Deed Restricted	388	-	2	-	-	-	-	-	-	-	-	**8**	**380**
	Non-Deed Restricted		-	1	5	-	-	-	-	-	-	-		
Above Moderate		767	8	13	71	50	52	90	-	-	-	-	**284**	**483**
Total RHNA		**2,276**												
Total Units			**9**	**16**	**80**	**51**	**52**	**90**	**-**	**-**	**-**	**-**	**298**	**1,978**

*For years prior to 2025, Acutely Low-Income units are reported within the Extremely Low-Income category

*For jurisdictions that received RHNA determinations for the current cycle prior to the passage of AB 3093 (September 19, 2024):
- You were not allocated Acutely Low-Income and Extremely Low-Income RHNA targets, therefore the allocations in Field 1 are listed as "0"
  - If you wish to set your own targets in these income categories for informational purposes, contact HCD staff at apr@hcd.ca.gov.
- All Acutely Low-Income and Extremely Low-Income units reported during the cycle are counted towards Very-Low Income RHNA progress

*For years prior to 2025, data on deed-restricted vs. non-deed restricted Extremely Low-Income units is approximated from whether the projects reported any deed-restricted Very Low-Income Units. If you wish to edit this historical data for accuracy or have any questions about the data, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

Please Note: Table B does not currently contain data from Table F or Table F2 for prior years. You may login to the APR system to see Table B that contains this data.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Jurisdiction	Glendora	
Reporting Year	2025	(Jan. 1 - Dec. 31)

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

1	2	3	4	5	6	7	8	9
Name of Program	**Objective**	**Projected Completion Date in Housing Element**	**Applicable Cycle**	**Status of Program Implementation**	**Program Implementation Details**	**Quantified Outcomes: Category**	**Quantified Outcomes: Count**	**Supporting Documents**
Community Preservation Acitvities (Program 1)	**One annual educational campaign about maintenance requirements on social media. Address substandard housing conditions for five units annually.**		6th Cycle	**Ongoing implementation and annual monitoring throughout the planning period.**	**To encourage the conservation and maintenance of existing units in compliance with building code, zoning and environmental standards, on an annual basis the City will provide public educational information on their social media sites about property maintenance requirements. Information on common code violations will be provided at the public counter, on the City's website, and periodically in the City newsletter.**			
Neighborhood Improvements (Program 2)	**Complete eight infrastructure and public facility improvement projects that serve lower income neighborhoods by 2029.**		6th Cycle	**Ongoing**	**Annually apply to HUD for CDBG funds and other funding sources to implement public improvements in low income areas, including the People Movement Project to support transit-oriented development around the metro station.**			

Preservation of Assisted Housing Developments (Program 3)	**Annually review assisted housing developments to ensure compliance with affordability covenants and continued longterm affordability.**		6th Cycle	**Ongoing**	**• Monitor status of existing and future affordable housing projects. • Upon receipt of Notice of Intent to convert from property owners, coordinate with the LA County Development Authority to connect tenants of at-risk units to the Section 8 Housing Choice Voucher program. (Pursuant to new State law, property owners opting to convert to market rate housing must provide three-year, one-year, and six-month noticing.) • Conduct annual monitoring of Elwood Family Apartments, a City RDA-funded affordable housing project, to ensure compliance with income and occupancy requirements, as well as Housing Quality Standards. • Conduct quarterly and**			
Mobile Home Rent Stabilization (Program 4)	**Provide rent stabilization for approximately 670 mobile homes.**		6th Cycle	**Ongoing**	**Continue to maintain the Rent Stabilization ordinance and offer rent review as authorized by the ordinance.**			

Housing Choice Vouchers (Section 8) (Program 5)	**Annually promote the use of Housing Choice Vouchers by providing informational materials to rental property managers.**		6th Cycle	**Ongoing**	**• Continue to promote the Housing Choice Voucher to residents and property owners through the dissemination of brochures and public counters, providing information on the City's website, and referring residents and property owners to LACDA.** **• Work with LACDA to promote acceptance of Housing Choice Vouchers through outreach and education to renters and rental property managers. Specifically, SB 329 in 2019, redefines source of income as "lawful, verifiable income paid directly to a tenant or to a representative of a tenant, or paid to a housing owner or landlord on behalf of a tenant, including federal, state or local public assistance, and federal, state, or local housing subsidies, including, but not limited**			
Energy Conservation (Program 6)	**Provide information on the City's Planning Division website on how to obtain density incentives for development of green buildings.**		6th Cycle	**Ongoing**	**• Promote density incentives for green building to developers.** **• Continue to explore additional ways to promote energy conservation and sustainability.**			

Affordable Housing Incentives (Program 7)	**Facilitate the development of affordable housing - 100 units over eight years.**		6th Cycle	**In 2023, the City aquired property at 1762 Dale Road. The site is intended for an affordable housing development. In 2024, the City cleared the existig site for future development and began exploring housing options. ----** **Also Ordinance 2090 (2024) updated City code language regarding affordable housing incentives density bonuses for compliance with State Government Code.**	**• Continue to be an active participant in the SGVHRT joint powers authority.** **• Outreach to affordable housing developers annually to explore opportunities for affordable housing. Outreach should include developers with experience in development projects that include units affordable to extremely low income households and households with special needs.** **• Continue to provide regulatory and technical assistance to affordable housing developers.** **• Annually explore various sources (e.g., HCD and HUD) for funding opportunities, including those available for housing for extremely low income and special needs households.** **• Apply for, or support.**			

Provide Adequate Residential Sites Inventory and Monitoring of No Net Loss (Program 8)	**Provide adequate sites to accommodate the City's entire RHNA allocation of 2,276 units (735 very low income; 386 low income; 388 moderate income; and 767 above moderate income), and complete Specific Plan amendments in the Route 66 Specific Plan and Arrow Highway Specific Plan to increase permitted densities within one year from October 15, 2021.**		6th Cycle	**Completed - 7/11/23 [Ordinance 2077]**	**• Develop a procedure in 2022 to monitor the development of vacant and nonvacant sites in the sites inventory and ensure that adequate sites are available to meet the remaining RHNA by income category. • Provide information on available sites and development incentives to interested developers and property owners on City website. Within one year of the 6th Housing Element statutory deadline (by October 15, 2022), the City will increase permitted densities in the BG Zoning District of the Route 66 Specific Plan from 20 dwelling units per acre and two stories, to 30 dwelling units per acre and three stories. The City will Increase land area zoned for housing in the Route 66 Specific Plan TCMU subdistrict, by**			
By-Right Approval for Projects with 20 Percent Affordable Units (Program 9)	**Identify and promote redevelopment of the reuse sites subject to this new provision and facilitate development that includes an affordable housing component.**		6th Cycle	**Completed - 7/11/23 [Ordinance 2077]**	**Amend Zoning Ordinance within one year of Housing Element adoption.**			
Replacement Housing (Program 10)	**Mitigate the displacement effect of new residential development on existing tenants**		6th Cycle	**Implemented - City will comply with State law SB330 which includes no-net loss of residential protections.**	**Amend Zoning Ordinance within one year of Housing Element adoption.**			

Lot Consolidation and Multi-Family Development (Program 11)	**Develop tools to facilitate lot consolidation and streamline development within 12 months of Housing Element adoption as outlined in Program 16. Facilitate lot consolidation on the 140 parcels (comprising 36 sites) in the sites inventory (Appendix B) to accommodate a potential of 1,623 units.**		6th Cycle	**Allow flexability in nonconformiing lot line adjustments by eliminating requirement for minimum percentage conformity [Ordinance 2081] --- Eliminated 1-acre minimum lot size requiremnt for mixed use developments along Route 66 and Arrow Highway [Ordinance 2081]**	**Identify sites with consolidation potential on the inventory, assist developers in identifying sites available for development, and facilitate discussions between interested property owners and developers. Continue to process lot line adjustments as ministerial actions unless other discretionary decisions are required. Facilitate the consolidation of small lots and encourage multi-family housing projects by amending Zoning Code within one year of Housing Element adoption to:** **• Remove constraints for lot line adjustments (Action #17 of Program 16)** **• Streamline development review by increasing the threshold of multi-family project requiring a Planning Commission**			
Density Bonus Ordinance (Program 12)	**Not applicable**		6th Cycle	**Completed (Ordinance No. 2090) 2024**	**• Revise the Zoning Code to update density bonus provisions consistent with State law in 2022 (see Action #29 of Program 15).** **•Promote the use of density bonus incentives and provide technical assistance to developers in utilizing density bonus provisions to maximize feasibility and meet local housing needs.**			
Objective Design Standards (Program 13)	**Not applicable**		6th Cycle	**In progress with an estimated completion date of Fall 2025.**	**Complete object design standards by June 2023.**			

Accessory Dwelling Units (Program 14)	**Facilitate the construction of 160 ADUs over eight years.**		6th Cycle	**Completed. (Ord. No. 2085**	**•Amend the ADU ordinance by the end of 2022 to be consistent with state law, including but not limited to, eliminating the limit on the number of bedrooms. •Develop incentives and tools to facilitate ADU construction by December 2022. Incentives may include: -Pre-approved site/floor plans; -Expedited review; or -Website information on resources and technical assistance. •In 2024, monitor the ADU development trend annually to ensure production is in line with the estimate presented in the Housing Element, this includes monitoring of affordability assumptions. If production falls short of estimate, by 2025 reassess the City's sites inventory for RHNA and ensure adequate capacity**			
Housing for Special Needs (Program 15)	**Not applicable**		6th Cycle	**Completed - Ordinance 2090**	**Revise the Zoning Ordinance by the end of 2022.**			
Facilitate Housing Production (Program 16)	**Revise the code and programs to facilitate housing production and to promote economic development consistent with community expectations.**		6th Cycle	**Of the 31 action items all but 6 have been completed (of remaining 2 are in progress).**	**There are 31 action items related to this program with varying timelines of 1-2 years.**			
Fair Housing Program (Program 17)	**Not applicable**		6th Cycle	**Ongoing**	**•Promote and publicize fair housing programs and services on City website and through brochures at City Hall. •Continue to contract with a qualified fair housing service provider to provide fair housing services to residents.**			

Jurisdiction	Glendora	
Reporting Period	2025	(Jan. 1 - Dec. 31)
Period	6th Cycle	10/15/2021 - 10/15/2029

NOTE: This table must only be filled out if the housing element sites inventory contains a site which is or was owned by the reporting jurisdiction, and has been sold, leased, or otherwise disposed of during the reporting

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table G

Locally Owned Lands Included in the Housing Element Sites Inventory that have been sold, leased, or otherwise disposed of

Project Identifier						
1				2	3	4
APN	**Street Address**	**Project Name***	**Local Jurisdiction Tracking ID***	**Realistic Capacity Identified in the Housing Element**	**Entity to whom the site transferred**	**Intended Use for Site**
Summary Row: Start Data Entry Below						
8655-007-900, 8655-007-901, 8655-007-902, 8655-021-900	263 S San Jose Dr	Heritage Walk	PLN24-0045	21	Olson	41 single-family units approved, including 7 moderate income affordable units to be sold

Jurisdiction	Glendora	
Reporting Year	2025	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Local Early Action Planning (LEAP) Reporting
(CCR Title 25 §6202)

Please update the status of the proposed uses listed in the entity's application for funding and the corresponding impact on housing within the region or jurisdiction, as applicable, categorized based on the eligible uses specified in Section 50515.02 or 50515.03, as applicable.

Total Award Amount	$ 150,000.00	*Total award amount is auto-populated based on amounts entered in rows 15-26.*

Task	$ Amount Awarded	$ Cumulative Reimbursement Requested	Task Status	Other Funding	Notes
Housing Element (6th Cycle) Update	$85,000.00	$85,000.00	Task completed in accordance with the approved LEAP scope and rescoping. Costs reimbursed through HCD-approved reimbursement requests. Activity supported Housing Element adoption and implementation.	None	
Objective Design Standards and Zoning Policy Updates	$40,000.00	$40,000.00	Task completed per approved LEAP scope and rescoping. Work supported housing policy implementation and development standards.	None	
Conceptual Development Scenarios and Site Analysis	$15,000.00	$15,000.00	Task completed in accordance with approved LEAP scope. Analysis supported identification of housing capacity and development feasibility.	None	
Grant Administration, Reporting, and Reimbursement	$10,000.00	$10,000.00	Administrative and reporting activities completed per LEAP requirements. Costs reimbursed through approved reimbursement requests.	None	

Summary of entitlements, building permits, and certificates of occupancy (auto-populated from Table A2)

Completed Entitlement Issued by Affordability Summary		
Income Level		**Current Year**
Acutely Low	Deed Restricted	0
	Non-Deed Restricted	0
Extremely Low	Deed Restricted	0
	Non-Deed Restricted	0
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	15
	Non-Deed Restricted	0
Above Moderate		104
Total Units		**119**

Building Permits Issued by Affordability Summary		
Income Level		**Current Year**
Acutely Low	Deed Restricted	0
	Non-Deed Restricted	0
Extremely Low	Deed Restricted	0
	Non-Deed Restricted	0
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		90
Total Units		**90**

Certificate of Occupancy Issued by Affordability Summary		
Income Level		**Current Year**
Acutely Low	Deed Restricted	0
	Non-Deed Restricted	0
Extremely Low	Deed Restricted	0
	Non-Deed Restricted	0
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		0
Total Units		**0**

ANNUAL GENERAL PLAN PROGRESS REPORT UPDATE AND HOUSING ELEMENT IMPLEMENTATION ANNUAL PROGRESS REPORT

COMMUNITY DEVELOPMENT

CITY COUNCIL

MARCH 24, 2026

YALINI SIVA, SENIOR PLANNER

SUMMARY OF REQUESTS

- **Receive and file the General Plan Annual Progress Report and the Housing Element Implementation Annual Progress Report.**

LEGISLATIVE HISTORY

- **California Government Code Section 65400 requires the City to submit a General Plan Annual Progress Report to the local legislative body (City Council), the Governor's Office of Land Use and Climate Innovation (LCI), and the Department of Housing and Community Development (HCD) on the status of the General Plan, its implementation progress, and how the City is meeting the region's housing needs.**

GENERAL PLAN

- **Often referred to as the blueprint for the community and serves as the comprehensive, long-range plan that provides the framework for future physical growth and enhancement.**
- **Community Plan 2025 is made up of chapters called "elements."**
- **Each element addresses a different topic and provides goals and policies related to that topic.**
- **All elements, except for the Housing Element, may be updated whenever deemed necessary.**

GENERAL PLAN ELEMENTS

Elements	
Land Use *(Updated 2006)*	**Noise** *(Updated 2007)*
Circulation *(Updated 2007)*	**Open Space and Recreation** *(Updated 2007)*
Housing *(Updated in 2023)*	**Air Quality** *(Updated 2007)*
Conservation *(Updated 2007)*	**Historic Preservation** *(Updated 1999)*
Safety *(Updated October 2025)*	

GENERAL PLAN IMPLEMENTATION

- **Purpose of report is to provide an update on the City's progress toward implementing policies and programs identified in the General Plan.**
- **Update on housing units constructed in the past year.**
- **HCD uses the annual progress report to track housing information, including the City's progress toward accommodating its fair share of regional housing needs as identified through the Regional Housing Needs Assessment (RHNA).**

NOTABLE ACCOMPLISHMENTS: HOUSING

- **Current Housing Element, 6th Cycle approved by City Council in 2022; approved by the State August 10, 2023.**

- **16 housing programs addressing community housing needs according to 5 issue areas:**
  - **Housing Conservation and Improvement**
  - **Housing Assistance**
  - **Provision of Adequate Housing Sites**
  - **Removal of Governmental Constraints**
  - **Promotion of Equal Housing Opportunity**

NOTABLE ACCOMPLISHMENTS: HOUSING

- **The Housing Element Implementation Progress Report Tables (Attachment B) contain a breakdown of the City's Regional Housing Needs Allocation progress:**

Income Level	RHNA Allocation by Income Level	2021	2022	2023	2024	2025	Total Units to Date
Acutely Low							
Extremely Low				1			1
Very Low	735						1
Low	386	1	4				5
Moderate	388	3	5			5	13
Above Moderate	767	21	71	50	52	85	279
Totals	2,276	25	80	51	52	90	298

NOTABLE ACCOMPLISHMENTS: LAND USE

NOTABLE ACCOMPLISHMENTS: LAND USE

NOTABLE ACCOMPLISHMENTS: LAND USE

NOTABLE ACCOMPLISHMENTS: LAND USE

- **Restaurant – 147 N. Glendora Avenue** | In May 2025, the Planning Commission approved the sales of beer and wine at a restaurant within an existing structure on Glendora Avenue. Interior construction improvements and permits are currently underway.

NOTABLE ACCOMPLISHMENTS: CIRCULATION

- **Glendora People Movement Project** | The Glendora People Movement Project is a 10-mile build out of active transportation facilities across Glendora, including urban trails and first and last mile improvements.

NOTABLE ACCOMPLISHMENTS: CIRCULATION

- **Metro A (Line light rail) – Glendora Station *(Opened 2025)***

NOTABLE ACCOMPLISHMENTS: OPEN SPACE & RECREATION

- **Pour-In-Place Surfacing for South Hills Park, Ole Hammer Park, and Willow Springs Park** | This City Park resurfacing project included resurfacing playground areas at three city parks using pour-in-place surfacing. This project advanced the City's goal of updating all playgrounds with safer, more durable surfaces to replace rubber tire chunks. The new surfacing provides improved accessibility, reduced maintenance and debris, enhanced safety through impact-absorbing padding, and visually appeal. The project was completed in January 2025.

NEXT STEPS

- **The General Plan Annual Progress Report and the Housing Element Implementation Annual Progress Report need to be submitted to the City Council prior to being filed with the State.**

- **Progress reports will be filed with the State (HCD and OPR) by April 1st, 2026.**

RECOMMENDATION

- **That the City Council:**

  1. **Receive and file the General Plan Annual Progress Report and the Housing Element Implementation Annual Progress Report.**