

CITY OF INDUSTRY

CITY COUNCIL
REGULAR MEETING
AGENDA

JULY 25, 2024
9:00 AM



Mayor Cory C. Moss
Mayor Pro Tem Michael Greubel
Council Member Steve Marcucci
Council Member Mark D. Radecki
Council Member Newell Ruggles

Location: City Council Chambers,
15651 Mayor Dave Way, City of Industry
California

Addressing the City Council:

- < **Agenda Items:** Members of the public may address the City Council on any matter listed on the Agenda. In order to conduct a timely meeting, there will be a one-minute time limit per person for any matter listed on the Agenda. Anyone wishing to speak to the City Council is asked to complete a Speaker's Card which can be found at the back of the room and at the podium. The completed card should be submitted to the City Clerk prior to the Agenda item being called and prior to the individual being heard by the City Council.
- < **Public Comments (Non-Agenda Items):** Anyone wishing to address the City Council on an item not on the Agenda may do so during the "Public Comments" period. In order to conduct a timely meeting, there will be a one-minute time limit per person for the Public Comments portion of the Agenda. State law prohibits the City Council from taking action on a specific item unless it appears on the posted Agenda. Anyone wishing to speak to the City Council is asked to complete a Speaker's Card which can be found at the back of the room and at the podium. The completed card should be submitted to the City Clerk prior to the Agenda item being called by the City Clerk and prior to the individual being heard by the City Council.

At the time of publication, no Councilmembers intend to take part in the meeting remotely under the provisions of AB 2449. Should that change between the time of publication and the start of the meeting, a live webcasting of the meeting will be accessible via the link, meeting ID, and meeting passcode listed below. Whenever possible, an announcement will be made at the start of the meeting via the live webcast to confirm whether or not a Councilmember will join remotely. If they will not be joining remotely, then the live webcast will terminate after the announcement.

www.microsoft.com/microsoft-teams/join-a-meeting

Meeting ID: 297 347 009 734

Meeting Passcode: oqXzb6

Or call in (audio only)

+1 657-204-3264,

Phone Conference ID: 797 952 15#

Americans with Disabilities Act:

- < In compliance with the ADA, if you need special assistance to participate in any City meeting (including assisted listening devices), please contact the City Clerk's Office (626) 333-2211. Notification of at least 48 hours prior to the meeting will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting.

Agendas and other writings:

- < In compliance with SB 343, staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 Mayor Dave Way, City of Industry, California, at the office of the City Clerk during regular business hours, Monday through Thursday 8:00 a.m. to 5:00 p.m., Fridays 8:00 a.m. to 4:00 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.

1. Call to Order
2. Flag Salute
3. AB 2449 Vote on Emergency Circumstances (if necessary)
4. Roll Call
5. Presentation- Homestead quarterly update
6. **CONSENT CALENDAR**

6.1 Consideration of the Register of Demands for July 25, 2024

RECOMMENDED ACTION: Approve the Register of Demands and authorize the appropriate City Officials to pay the bills.

6.2 Consideration of the Statement of Investment Policy

RECOMMENDED ACTION: Approve the Investment Policy.

6.3 Consideration of the Workman and Temple Family Homestead Museum Collection Management Policy

RECOMMENDED ACTION: Approve the Policy.

6.4 Consideration of a Transfer Agreement with the Los Angeles County Flood Control District, for the transfer and acceptance of Municipal Funds from the Safe, Clean Water Program, through June 30, 2028

RECOMMENDED ACTION: Approve the Agreement

6.5 Consideration of Amendment No. 2 to the Maintenance Services Agreement with Janus Pest Management, Inc., for pest control services, extending the term through June 30, 2025, revising the scope of services and revising the rate schedule

RECOMMENDED ACTION: Approve the Amendment

6.6 Consideration of Amendment No. 3 to the Professional Services Agreement with MBF Consulting, Inc., for engineering design services for the Replacement of Steel Waterline Crossing over Brea Creek project, extending the term through July 25, 2026 (MP 00-20 #12)

RECOMMENDED ACTION: Approve the Amendment

- 6.7 Consideration of Resolution No. CC 2024-35 - a Resolution of the City Council of the City of Industry, California, Rescinding Resolution No. CC 2024-19 and Amending the Current Salary Range Schedules for Fiscal Year 2024-25 as Adopted on May 23, 2024, Due to Cost of Living Adjustment to Board Members' Salaries

RECOMMENDED ACTION: Adopt Resolution CC 2024-35, amending the City of Industry's FY 2024-25 Salary Schedule, for the Planning Commission, Civic-Recreational-Industrial Authority, and the Industry Property and Housing Management Authority, in line with the FY 25 Adopted Budget

- 6.8 Consideration of a Legal Services Agreement with Foley & Lardner LLP for special counsel services.

RECOMMENDED ACTION: Approve the Agreement.

7. **ACTION ITEMS**

- 7.1 Discussion and direction regarding Civic Center Master Plan for Land Use and Development

RECOMMENDED ACTION: Discuss and provide direction to Staff.

8. **PUBLIC HEARINGS-NONE**

9. **CLOSED SESSION**

- 9.1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code Section 54956.8

Property: 1146 Nogales St, APNs 8760-002-907 and 8760-002-908
Agency Negotiators: Joshua Nelson, City Manager
James M. Casso, City Attorney
Negotiating Parties: Puente Basin Water Agency, a California Joint Powers Authority
Under Negotiation: Price and terms of payment

- 9.2 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1)

Case: Zarazua v. Hernandez, et al.

Case No.: Los Angeles County Superior Court Case No. 21STCV44219 (Consolidated with Hernandez, et al. v. Zarazua, et al., Los Angeles Superior Court Case No. 22STCV05262)

9.3 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1)

Case: *Jose Cisneros v. City of Industry, et al.*

Case No.: Los Angeles County Superior Court Case No. 22STCV04118

9.4 CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8

Property: 1 Industry Hills Parkway, City of Industry, CA, 91744 also known as Assessor Parcel Numbers (portion of) 8247-014-900, (portion of) 8247-013-908, 8262-001-900, 8262-001-902, (portion of) 8262-011-930, 8262-011-931, 8262-012-270, 8262-012-271, 8262-012-272, 8262-012-273, (portion of) 8262-012-274, (portion of) 8262-012-275, 8262-012-276,(portion of) 8262-015-900, (portion of) 8262-015-901, 8262-015-902, 8262-015-904, (portion of) 8262-015-905, 8263-008-270, 8263-008-271, 8263-008-904 and 8263-027-270

Agency Negotiators: Joshua Nelson, City Manager
James M. Casso, City Attorney

Negotiating Parties: Majestic Industry Hills, LLC, a Delaware limited liability company

Under Negotiation: Price and terms of payment

9.5 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1)

Case: *Cruz v. Radecki, et al.*

Case No.: Los Angeles Superior Court Case No. 24STCV16690

9.6 CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8:

Property: 1548 S Azusa Avenue; 8265-004-045

Agency Negotiators: Joshua Nelson, City Manager
James M. Casso, City Attorney

Negotiating Parties: 1600 Azusa SB One LLC, 1552 Azusa LLC, 1552 Azusa Two LLC, 1552 Azusa Three LLC

Under Negotiation: Price and terms of payment

10. **CITY MANAGER REPORTS**
11. **AB 1234 REPORTS**
12. **CITY COUNCIL COMMUNICATIONS**
13. **PUBLIC COMMENTS**
14. Adjournment. The next regular City Council Meeting is Thursday, August 8, 2024, at 9:00 a.m.

CITY COUNCIL

ITEM NO. 6.1

**CITY OF INDUSTRY
AUTHORIZATION FOR PAYMENT OF BILLS
CITY COUNCIL MEETING OF JULY 25, 2024**

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	3,310,546.99
103	PROP A FUND	2,804.99
107	MEASURE W FUND	21,025.00
120	CAPITAL IMPROVEMENTS	1,195,766.06
TOTAL ALL FUNDS		4,530,143.04

BANK RECAP:

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BANK OF AMERICA - CKING ACCOOUNT	535,000.00
PROP/A	PROP A - CKING ACCOUNT	2,804.99
M/W	MEASURE W - CKING ACCOUNT	21,025.00
WFBK	WELLS FARGO - CKING ACCOUNT	3,971,313.05
TOTAL ALL BANKS		4,530,143.04

APPROVED PER CITY MANAGER



DATE



**CITY OF INDUSTRY
PROP A
July 25, 2024**

Check	Date			Payee Name	Check Amount
PROPA.CHK - Prop A Checking					
90600	07/25/2024			INDUSTRY SECURITY SERVICES	\$2,146.56
	Invoice	Date	Description	Amount	
	1397	07/05/2024	SECURITY SVC-METROLINK	\$2,146.56	
90601	07/25/2024			SO CAL INDUSTRIES	\$103.00
	Invoice	Date	Description	Amount	
	698882	07/10/2024	RR RENTAL-METROLINK	\$103.00	
90602	07/25/2024			VALLEY VISTA SERVICES, INC	\$555.43
	Invoice	Date	Description	Amount	
	1169699	07/01/2024	DISP SVC-METROLINK	\$555.43	

Checks	Status	Count	Transaction Amount
	Total	3	\$2,804.99

**CITY OF INDUSTRY
MEASURE W
July 25, 2024**

Check	Date	Payee Name	Check Amount
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MEASUREW.WF.CHK - Measure W Wells Fargo Checking

300103	07/25/2024		ANNEALTA GROUP	\$21,025.00
	Invoice	Date	Description	Amount
	3268	07/09/2024	STORMWATER COMPLIANCE-JUN 2024	\$21,025.00

Checks	Status	Count	Transaction Amount
	Total	1	\$21,025.00

**CITY OF INDUSTRY
WELLS FARGO WIRE TRANSFERS
July 25, 2024**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
WT10056	07/11/2024		CIVIC RECREATIONAL INDUSTRIAL AU	\$350,000.00
	Invoice	Date	Description	Amount
	7/11/2024	07/11/2024	TRANSFER FUNDS-CRIA REG 7/10/24	\$350,000.00
WT10057	07/11/2024		INDUSTRY PROPERTY & HOUSING AU	\$185,000.00
	Invoice	Date	Description	Amount
	7/11/2024	07/11/2024	TRANSFER FUNDS-IPHMA REG 7/10/24	\$185,000.00

Checks	Status	Count	Transaction Amount
	Total	2	\$535,000.00

**CITY OF INDUSTRY
WELLS FARGO VOIDED CHECKS
July 25, 2024**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
83360	07/25/2024		LOS ANGELES ENGINEERING, INC.	(\$1,050,443.31)
	Invoice	Date	Description	Amount
			VOIDED-CK PRINT ERROR	
	#47GGS-0387-4	07/01/2024	GRAND AVE/GOLDEN SPRINGS DR INTERSECTION IMI	(\$1,050,443.31)
	#47GGS-0387-4R	07/01/2024	RETENTION-GRAND AVE/GOLDEN SPRINGS	(\$52,522.16)

Checks	Status	Count	Transaction Amount
	Total	1	(\$1,050,443.31)

**CITY OF INDUSTRY
WELLS FARGO BANK
July 25, 2024**

Check	Date	Payee Name			Check Amount
CITY.WF.CHK - City General Wells Fargo					
83283	07/10/2024	AT & T			\$179.00
	Invoice	Date	Description	Amount	
	7539730900	06/23/2024	5/19-6/18/24 SVC-600 S BREA CYN METROLINK	\$179.00	
83284	07/10/2024	LA PUENTE VALLEY COUNTY WATER			\$359.74
	Invoice	Date	Description	Amount	
	2025-00000010	07/01/2024	4/17-6/17/24 SVC-15660 STAFFORD ST	\$359.74	
83285	07/10/2024	ROWLAND WATER DISTRICT			\$1,559.34
	Invoice	Date	Description	Amount	
	2025-00000006	07/01/2024	5/6-6/5/24 SVC-AZUSA AVE-RC	\$91.11	
	2025-00000007	07/01/2024	5/6-6/5/24 SVC-755 NOGALES AT-RC	\$268.16	
	2025-00000008	07/01/2024	5/6-6/5/24 SVC-909 U NOGALES ST - IRR	\$323.84	
	2025-00000009	07/01/2024	5/6-6/5/24 SVC-1100 S AZUSA AVE	\$193.68	
	2024-00002169	06/26/2024	6/7-6/5/24 SVC-1023 NOGALES ST-IRR	\$152.48	
	2024-00002170	06/26/2024	5/6-6/5/24 SVC-1123 HATCHER ST STE D	\$83.12	
	2024-00002171	06/26/2024	5/6-6/5/24 SVC-1135 HATCHER AVE	\$50.48	
	2024-00002172	06/26/2024	5/6-6/5/24 SVC-1123 HATCHER ST STE C	\$58.64	
	2024-00002173	06/26/2024	5/6-6/5/24 SVC-1015 NOGALES ST-PUMP HOUSE	\$337.83	
83286	07/10/2024	SOCALGAS			\$33.79
	Invoice	Date	Description	Amount	
	2024-00002174	06/28/2024	5/28-6/26/24 SVC-710 NOGALES ST	\$18.85	
	2024-00002175	06/28/2024	5/28-6/26/24 SVC-1015 NOGALES ST	\$14.94	
83287	07/10/2024	SOUTH COAST A.Q.M.D.			\$8.09
	Invoice	Date	Description	Amount	

**CITY OF INDUSTRY
WELLS FARGO BANK
July 25, 2024**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	4350008-A	06/18/2024	LATE FEE FOR HOT SPOTS PROGRAM	\$8.09
83288	07/10/2024		SOUTHERN CALIFORNIA EDISON	\$7,010.55
	Invoice	Date	Description	Amount
	2024-00002164	06/26/2024	5/28-6/25/24 SVC-15530 STAFFORD ST.	\$1,219.19
	2024-00002165	06/24/2024	5/23-6/23/24 SVC-VARIOUS SITES	\$392.99
	2024-00002166	06/24/2024	5/23-6/23/24 SVC-VARIOUS SITES	\$935.39
	2024-00002167	06/26/2024	5/28-6/25/24 SVC-15660 STAFFORD ST	\$3,894.11
	2024-00002168	06/26/2024	5/28-6/25/24 SVC-205 N HUDSON AVE	\$568.87
83289	07/10/2024		SUBURBAN WATER SYSTEMS	\$1,179.66
	Invoice	Date	Description	Amount
	180022909704	06/25/2024	5/23-6/24/24 SVC-AZUSA & GEMINI	\$1,179.66
83290	07/10/2024		VERIZON WIRELESS - LA	\$1,360.47
	Invoice	Date	Description	Amount
	9967602740	06/26/2024	5/27-6/26/24 SVC-VARIOUS WIRELESS SVC	\$1,360.47
83291	07/16/2024		DIRECTV - FOR BUSINESS	\$107.00
	Invoice	Date	Description	Amount
	034740128X240701	07/01/2024	RSN/TV ACCESS FEES	\$107.00
83292	07/16/2024		QUADIENT FINANCE USA, INC.	\$500.00
	Invoice	Date	Description	Amount
	6/27/2024	06/27/2024	POSTAGE REFILL-FINANCE DEPT	\$500.00
83293	07/16/2024		TPX COMMUNICATIONS	\$4,378.67

**CITY OF INDUSTRY
WELLS FARGO BANK
July 25, 2024**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	180221982-0	06/30/2024	INTERNET SVC-CITY HALL/METRO SOLAR	\$4,378.67
83294	07/16/2024		TPX COMMUNICATIONS	\$643.36
	Invoice	Date	Description	Amount
	180193867-0	06/30/2024	TEL/INTERNET-HOMESTEAD	\$643.36
83295	07/17/2024		AT & T	\$8.60
	Invoice	Date	Description	Amount
	2025-00000030	07/01/2024	7/1-7/31/24 SVC-CITY WHITE PGS LISTING	\$8.60
83296	07/17/2024		AT & T	\$324.62
	Invoice	Date	Description	Amount
	1623280904	06/29/2024	6/29-7/28/24 SVC-600 S BREA CYN-METROLINK	\$324.62
83297	07/17/2024		FRONTIER	\$1,357.91
	Invoice	Date	Description	Amount
	2025-00000122	07/02/2024	7/2-8/1/24 SVC-IH GOLF COURSE FUEL PUMP	\$148.48
	2025-00000148	07/02/2024	7/2-8/1/24 SVC-1015 NOGALES ST	\$61.55
	2025-00000149	07/01/2024	7/1-7/31/24 SVC-VARIOUS SITES	\$1,147.88
83298	07/17/2024		INDUSTRY PUBLIC UTILITY COMMISSI	\$15,711.57
	Invoice	Date	Description	Amount
	2025-00000139	07/10/2024	6/1-7/1/24 SVC-600 BREA CYN	\$6,390.60
	2025-00000140	07/10/2024	6/1-7/1/24 SVC-600 S BREA CYN RD-CHARGING STN	\$9,320.97
83299	07/17/2024		LA PUENTE VALLEY COUNTY WATER	\$36,993.07

**CITY OF INDUSTRY
WELLS FARGO BANK
July 25, 2024**

Check	Date	Payee Name	Check Amount
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CITY.WF.CHK - City General Wells Fargo

Invoice	Date	Description	Amount
2025-00000022	07/01/2024	4/17-6/17/24 SVC-15414 DON JULIAN RD	\$623.78
2025-00000023	07/01/2024	4/17-6/17/24 SVC-15414 DON JULIAN RD	\$839.52
2025-00000024	07/01/2024	4/17-6/17/24 SVC-15625 MAYOR DAVE WAY	\$115.86
2025-00000025	07/01/2024	4/17-6/17/24 SVC-15625 MAYOR DAVE WAY	\$270.42
2025-00000094	07/01/2024	4/17-6/17/24 SVC-1 AZUSA WAY (IRRI)	\$1,037.06
2025-00000095	07/01/2024	4/17-6/17/24 SVC-285 HACIENDA BLVD (IRRI)	\$151.28
2025-00000096	07/01/2024	4/17-6/17/24 SVC-HACIENDA & STAFFORD ST (I)	\$752.58
2025-00000097	07/01/2024	4/17-6/17/24 SVC-HACIENDA & STAFFORD ST (IRR)	\$1,161.52
2025-00000098	07/01/2024	4/17-6/17/24 SVC-211 HACIENDA BLVD (IRRI)	\$296.18
2025-00000099	07/01/2024	4/17-6/17/24 SVC-HUDSON AVE (IRRI)	\$388.72
2025-00000100	07/01/2024	4/17-6/17/24 SVC-STAFFORD ST (IRRI)	\$1,187.28
2025-00000101	07/01/2024	4/17-6/17/24 SVC-220 HACIENDA BLVD (IRRI)	\$730.04
2025-00000102	07/01/2024	4/17-6/17/24 SVC-NELSON AVE (IRRI)	\$3,061.32
2025-00000103	07/01/2024	4/17-6/17/24 SVC-SOTRO ST (IRRI)	\$1,686.38
2025-00000104	07/01/2024	4/17-6/17/24 SVC-15651 STAFFORD ST	\$2,874.56
2025-00000105	07/01/2024	4/17-6/17/24 SVC-RAUSCH RD (IRRI)	\$515.14
2025-00000106	07/01/2024	4/17-6/17/24 SVC-RAUSCH RD (IRRI)	\$557.00
2025-00000107	07/01/2024	4/17-6/17/24 SVC-STAFFORD & OLD VALLEY (I)	\$1,696.04
2025-00000108	07/01/2024	4/17-6/17/24 SVC-15716 RAUSCH RD	\$196.36
2025-00000109	07/01/2024	4/17-6/17/24 SVC-ALONG RAILROAD TRACK (I)	\$1,042.38
2025-00000110	07/01/2024	4/17-6/17/24 SVC-PROCTOR & EL ENCANTO (I)	\$301.78
2025-00000111	07/01/2024	4/17-6/17/24 SVC-HACIENDA BLVD (IRRI)	\$86.88
2025-00000112	07/01/2024	4/17-6/17/24 SVC-15415 DON JULIAN RD (IRRI)	\$5,767.61
2025-00000113	07/01/2024	4/17-6/17/24 SVC-15414 DON JULIAN RD (IRRI)	\$2,327.16
2025-00000114	07/01/2024	4/17-6/17/24 SVC-15414 DON JULIAN RD	\$253.48
2025-00000115	07/01/2024	4/17-6/17/24 SVC-201 STAFFORD ST (IRRI)	\$4,128.76

**CITY OF INDUSTRY
WELLS FARGO BANK
July 25, 2024**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2025-00000116	07/01/2024	4/17-6/17/24 SVC-VALLEY BLVD (IRRI)	\$109.42
	2025-00000117	07/01/2024	4/17-6/17/24 SVC-15415 DON JULIAN RD (IRRI)	\$1,526.87
	2025-00000118	07/01/2024	4/17-6/17/24 SVC-DON JULIAN RD	\$3,070.31
	2025-00000119	07/01/2024	4/17-6/17/24 SVC-PARRIOTT & DON JULIAN RD (I)	\$237.38
83300	07/17/2024		ROWLAND WATER DISTRICT	\$2,142.54
	Invoice	Date	Description	Amount
	2025-00000141	07/01/2024	5/6-6/5/24 SVC-AZUSA AVE	\$83.95
	2025-00000142	07/01/2024	5/6-6/5/24 SVC-AZUSA AVE-CENTER	\$132.08
	2025-00000143	07/01/2024	5/6-6/5/24 SVC-930 S AZUSA AVE	\$473.30
	2025-00000144	07/01/2024	5/6-6/5/24 SVC-17401 E VALLEY BLVD	\$884.55
	2025-00000145	07/01/2024	5/6-6/5/24 SVC-18044 ROWLAND ST	\$66.80
	2025-00000146	07/01/2024	5/6-6/5/24 SVC-HURLEY ST & VALLEY BLVD	\$501.86
83301	07/17/2024		SAN GABRIEL VALLEY WATER CO.	\$14,390.14
	Invoice	Date	Description	Amount
	2024-00002181	06/24/2024	5/22-6/21/24 SVC-IRRIG SALT LAKE/SEVENTH	\$237.39
	2024-00002185	06/24/2024	5/22-6/20/24 SVC-CROSSROADS PKWY S	\$1,657.87
	2024-00002186	06/24/2024	5/22-6/20/24 SVC-STA 103-80 CROSSROADS PKWY S	\$269.72
	2024-00002187	06/24/2024	5/22-6/20/24 SVC-CROSSROADS PKWY S	\$6,823.73
	2024-00002188	06/24/2024	5/22-6/20/24 SVC-CROSSROADS PKWY N	\$439.55
	2024-00002189	06/24/2024	5/22-6/20/24 SVC-STA 129-00 CROSSROADS PKWY N	\$1,456.11
	2024-00002190	06/24/2024	5/22-6/20/24 SVC-STA 111-50 CROSSROADS PKWY N	\$541.05
	2024-00002191	06/24/2024	5/22-6/20/24 SVC-PECK/UNION PACIFIC B	\$221.43
	2024-00002192	06/24/2024	5/22-6/20/24 SVC-S/E COR OF PELLISSIER	\$1,567.43
	2024-00002193	06/24/2024	5/22-6/20/24 SVC-PELLISSIER	\$471.88
	2024-00002194	06/24/2024	5/22-6/21/24 SVC-PELLISSIER	\$211.21

**CITY OF INDUSTRY
WELLS FARGO BANK
July 25, 2024**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2024-00002195	06/24/2024	5/22-6/21/24 SVC-PELLISSIER	\$492.77
83302	07/17/2024		SOCALGAS	\$347.72
	Invoice	Date	Description	Amount
	2025-00000026	07/05/2024	6/3-7/2/24 SVC-15625 MAYOR DAVE WAY APT-B	\$14.30
	2025-00000027	07/05/2024	6/3-7/2/24 SVC-15625 MAYOR DAVE WAY APT-A	\$20.38
	2025-00000028	07/05/2024	6/3-7/2/24 SVC-15633 RAUSCH RD	\$240.94
	2025-00000029	07/05/2024	6/3-7/2/24 SVC-15651 MAYOR DAVE WAY	\$72.10
83303	07/17/2024		SOUTHERN CALIFORNIA EDISON	\$71,827.44
	Invoice	Date	Description	Amount
	2024-00002180	06/28/2024	5/15-6/13/24 SVC-VARIOUS SITES	\$2,669.37
	2025-00000014	07/01/2024	6/1-6/30/24 SVC-NOGALES ST/ SAN JOSE AVE	\$193.53
	2025-00000015	07/01/2024	6/1-6/30/24 SVC-VARIOUS SITES	\$215.22
	2025-00000016	07/01/2024	6/1-6/30/24 SVC-VARIOUS SITES	\$27,382.59
	2025-00000017	07/01/2024	6/1-6/30/24 SVC-133 N AZUSA AVE	\$126.98
	2025-00000018	07/01/2024	6/1-6/30/24 SVC-600 S BREA CYN	\$363.10
	2025-00000019	07/01/2024	6/1-6/30/24 SVC-1 VALLEY/AZUSA	\$28.27
	2025-00000020	07/02/2024	5/2-7/1/24 SVC-15625 MAYOR DAVE WAY	\$19,583.27
	2025-00000021	07/05/2024	6/1-6/30/24 SVC-600 S BREA CYN-METROLINK	\$111.12
	2025-00000120	07/01/2024	6/1-6/30/24 SVC-VARIOUS SITES	\$10,558.99
	2025-00000121	07/01/2024	6/1-6/30/24 SVC-VARIOUS SITES	\$9,563.92
	2025-00000147	07/08/2024	6/5-7/7/24 SVC-1123 HATCHER AVE STE-A	\$1,031.08
83304	07/17/2024		SUBURBAN WATER SYSTEMS	\$340.67
	Invoice	Date	Description	Amount
	180013330565	07/02/2024	5/31-7/1/24 SVC-NE CNR VALLEY/STIMS	\$340.67

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
83305	07/17/2024		T-MOBILE	\$124.00
	Invoice	Date	Description	Amount
	983372277-24	07/09/2024	6/1-6/30/24 SVC-YAL GYM & TONNER CYN HOT SPOT	\$124.00
83306	07/17/2024		THREE VALLEYS MUNICIPAL WATER I	\$1,993.29
	Invoice	Date	Description	Amount
	06553	06/30/2024	6/1-6/30/24 SVC-TONNER CYN	\$1,993.29
83307	07/25/2024		911MEDIA	\$3,500.00
	Invoice	Date	Description	Amount
	2024-48632	08/01/2024	AD FOR SHERIFF'S RELIEF ORGANIZATION	\$3,500.00
83308	07/25/2024		ACORN TECHNOLOGY SERVICES	\$19,200.00
	Invoice	Date	Description	Amount
	11457	07/01/2024	NETWORK MAINT	\$19,200.00
83309	07/25/2024		AIRESPRING INC	\$1,355.64
	Invoice	Date	Description	Amount
	187008813	07/16/2024	INTERNET SVC-HOMESTEAD	\$1,355.64
83310	07/25/2024		AMAZON WEB SERVICES, INC	\$5,915.81
	Invoice	Date	Description	Amount
	1748310597	07/02/2024	AWS SVC-JUN 2024	\$5,915.81
83311	07/25/2024		ANDRUES/PODBERESKY, APLC	\$3,042.38
	Invoice	Date	Description	Amount

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WELLS FARGO BANK
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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	03568	07/02/2024	LEGAL SVC-JUN 2024	\$3,042.38
83312	07/25/2024		ANNEALTA GROUP	\$95,653.00
	Invoice	Date	Description	Amount
	3269	07/09/2024	GENERAL DEV SVC-JUN 2024	\$41,023.00
	3270	07/09/2024	GENERAL PLANNING SVC-JUN 2024	\$43,162.50
	3271	07/09/2024	15940-16012 AMAR RD	\$4,087.50
	3272	07/09/2024	16010 & 16020 PHOENIX	\$337.50
	3273	07/09/2024	184 S 6TH ST	\$80.00
	3274	07/09/2024	20701 E CURRIER RD	\$1,717.50
	3275	07/09/2024	17969 RAILROAD ST	\$960.00
	3276	07/09/2024	1325 FULLERTON RD	\$875.00
	3277	07/09/2024	14940 PROCTOR AVE	\$1,117.50
	3278	07/09/2024	18558 GALE AVE STE 186 & 188	\$350.00
	3279	07/09/2024	17585 COLIMA RD	\$1,335.00
	3280	07/09/2024	200 OLD RANCH RD	\$472.50
	3281	07/09/2024	15051 DON JULIAN RD	\$135.00
83313	07/25/2024		ARAMARK REFRESHMENT SERVICES	\$78.97
	Invoice	Date	Description	Amount
	104832597	07/09/2024	COFFEE SVC & SUPPLIES	\$78.97
83314	07/25/2024		ASHLEY TRIEU	\$2,041.32
	Invoice	Date	Description	Amount
	SUMMER 2024	07/09/2024	SUMMER 2024-CAL POLY POMONA TUITION	\$2,041.32
83315	07/25/2024		BLAKE AIR CONDITIONING COMPANY	\$791.44

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	66496	07/10/2024	HVAC REPAIR-CITY HALL	\$206.10
	66498	07/09/2024	HVAC REPAIR-CITY HALL	\$585.34
83316	07/25/2024		BUSINESS LIFE MAGAZINE	\$4,500.00
	Invoice	Date	Description	Amount
	633369	06/17/2024	AD FOR MAYOR'S EDITION & AD FOR REGIONAL LEAD	\$4,500.00
83317	07/25/2024		CAL-PERS	\$126,480.00
	Invoice	Date	Description	Amount
	100000017591029	07/01/2024	CALPERS-ANNUAL LUMP SUM FOR PLAN ID 26791	\$6,016.00
	100000017591040	07/01/2024	CALPERS-ANNUAL LUMP SUM FOR PLAN ID 15030	\$5,385.00
	100000017591017	07/01/2024	CALPERS-ANNUAL LUMP SUM FOR PLAN ID 1226	\$115,079.00
83318	07/25/2024		CALIFORNIA CONSULTING, INC.	\$4,750.00
	Invoice	Date	Description	Amount
	6933	06/30/2024	GRANT WRITING AND MGMT SVC	\$4,750.00
83319	07/25/2024		CALIFORNIA CONTRACT CITIES ASSO	\$6,187.66
	Invoice	Date	Description	Amount
	515523	07/09/2024	ANNUAL MEMBERSHIP FY 24/25	\$6,187.66
83320	07/25/2024		CASSO & SPARKS, LLP	\$202,429.90
	Invoice	Date	Description	Amount
	20954	07/15/2024	COI-LEGAL FEES FOR JUN 2024	\$191,186.40
	20954-A	07/15/2024	LEGAL FEES-17969 RAILROAD ST	\$11,243.50

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
83321	07/25/2024		CHARGEPOINT, INC.	\$54,400.00
	Invoice	Date	Description	Amount
	IN276038	07/02/2024	ASSURANCE PLAN-METROLINK	\$54,400.00
83322	07/25/2024		CHEM PRO LLC	\$6,476.49
	Invoice	Date	Description	Amount
	IN155247	06/28/2024	REPAIR WATER LINES TO HVAC-CITY HALL	\$5,393.29
	IN156461	07/01/2024	WATER TREATMENT-VARIOUS SITES	\$1,083.20
83323	07/25/2024		CINTAS CORPORATION LOC 693	\$223.54
	Invoice	Date	Description	Amount
	4197402255	07/01/2024	DOOR MATS	\$111.77
	4198131618	07/08/2024	DOOR MATS	\$111.77
83324	07/25/2024		CITY OF INDUSTRY	\$74.41
	Invoice	Date	Description	Amount
	2024-00000069	06/30/2024	IH FUELS PUMP-CITY HALL VEHICLES	\$74.41
83325	07/25/2024		CITY OF INDUSTRY-PAYROLL ACCT	\$175,000.00
	Invoice	Date	Description	Amount
	PR P/E 7/5/24	07/10/2024	REPLENISH PAYROLL P/E 7/5/24	\$175,000.00
83326	07/25/2024		CNC ENGINEERING	\$103,692.50
	Invoice	Date	Description	Amount
	510525	07/11/2024	SOLAR INSTALLATION AT CITY HALL	\$1,495.00
	510526	07/11/2024	FULLERTON RD RECONSTRUCTION	\$1,020.00
	510527	07/11/2024	PRELIMINARY DESIGN OF EW BICYCLE PATH	\$712.50

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Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
510528	07/11/2024	PRELIMINARY DESIGN OF EW BICYCLE PATH	\$6,022.50
510529	07/11/2024	GENERAL ENG SVC-TRAFFIC	\$2,418.75
510530	07/11/2024	GENERAL ENG SVC 6/24-6/30/24	\$5,296.25
510531	07/11/2024	GENERAL ENG SVC-COUNTER SERVICE	\$2,418.75
510532	07/11/2024	GENERAL ENG SVC-PERMITS	\$14,302.50
510533	07/11/2024	GENERAL ENG SVC-PLAN APPROVAL	\$10,805.00
510534	07/11/2024	GENERAL ENG SVC-TRAFFIC SIGNAL LIGHTS UPGRAL	\$285.00
510535	07/11/2024	GENERAL ENG SVC 6/24-6/30/24	\$36,920.00
510536	07/11/2024	GENERAL ENG SVC-STREET LIGHTS	\$890.00
510537	07/11/2024	SEWER MANAGEMENT SYSTEM	\$342.50
510538	07/11/2024	TONNER CYN PROPERTY	\$585.00
510539	07/11/2024	REPLACEMENT OF STEEL WATERLINE-BREA CREEK	\$180.00
510540	07/11/2024	MISC IMPROVEMENTS AT 1123 HATCHER AVE	\$2,747.50
510541	07/11/2024	SALT LAKE AVE IMPROVEMENTS	\$720.00
510542	07/11/2024	NELSON AVE RESURFACING	\$6,600.00
510543	07/11/2024	CITY ADMINISTRATIVE OFFICES	\$2,073.75
510544	07/11/2024	INDUSTRY BUSINESS COUNCIL CHAMBERS	\$278.75
510545	07/11/2024	CITY COUNCIL CHAMBER & IBC BUILDING IMPROVEME	\$245.00
510546	07/11/2024	ELECTRIC VEHICLE CHARGING STATIONS-CITY HALL	\$285.00
510547	07/11/2024	HOMESTEAD MUSEUM IMPROVEMENTS	\$217.50
510548	07/11/2024	HOMESTEAD MUSEUM IRRIGATION RETROFIT TO REC	\$450.00
510549	07/11/2024	CALIFORNIA AVE CROSSING IMPROVEMENTS	\$190.00
510550	07/11/2024	METROLINK-MAINT OF PARKING LOT	\$1,235.00
510551	07/11/2024	FIRE DAMAGE REPAIR OF EV AND SOLAR ENERGY	\$190.00
510552	07/11/2024	EL ENCANTO IMPROVEMENTS AND MAINT	\$301.25
510411	06/27/2024	GENERAL ENG SVC-DEV PLANS AT IBC	\$4,465.00

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Check	Date	Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo				
83327	07/25/2024	CNC ENGINEERING		\$60,260.00
	Invoice	Date	Description	Amount
	510553	07/11/2024	INDUSTRY HILLS FUEL TANKS DISPENSING	\$761.25
	510554	07/11/2024	SIXTH AVENUE RECONSTRUCTION	\$450.00
	510555	07/11/2024	HIGHWAY BRIDGE PROGRAM FUNDING	\$450.00
	510556	07/11/2024	NELSON AVE OVER PUENTE CREEK	\$225.00
	510557	07/11/2024	HIGHWAY BRIDGE PROGRAM FUNDING	\$675.00
	510558	07/11/2024	FISCAL YEAR BUDGET	\$367.50
	510559	07/11/2024	BIXBY DR PCC PAVEMENT	\$345.00
	510560	07/11/2024	VARIOUS ASSIGNMENTS RELATED TO SA	\$690.00
	510561	07/11/2024	NELSON AVE INTERSECTION	\$4,437.50
	510562	07/11/2024	MAINT OF 1123 HATCHER AVE	\$380.00
	510563	07/11/2024	2024 CITYWIDE SPEED SURVEY	\$112.50
	510564	07/11/2024	CARTEGRAPH MGMT	\$17,008.75
	510565	07/11/2024	ADD SIDEWALK ON SOUTH SIDE OF TEMPLE AVE	\$5,077.50
	510566	07/11/2024	TURNBULL CYN PROPERTIES	\$365.00
	510567	07/11/2024	GALE AVE RESURFACING	\$4,750.00
	510568	07/11/2024	2022-2023 ANNUAL PAVEMENT REHABILITATION	\$2,882.50
	510569	07/11/2024	2022-2023 ANNUAL SLURRY SEAL	\$2,055.00
	510570	07/11/2024	INTELLIGENT TRANSPORTATION SYSTEM	\$1,552.50
	510571	07/11/2024	CITYWIDE LICENSE PLATE CAMERA READER	\$792.50
	510572	07/11/2024	REMOTE MONITORING SYSTEM FOR STREET LIGHTS	\$190.00
	510573	07/11/2024	RAILROAD STREET PAVEMENT REHABILITATION	\$8,745.00
	510574	07/11/2024	9TH AVE PAVEMENT REHABILITATION	\$760.00
	510575	07/11/2024	CALIFORNIA AVE WIDENING	\$1,350.00
	510576	07/11/2024	PAVEMENT MANAGEMENT PLAN 2022	\$1,462.50
	510577	07/11/2024	SR57/60 CONFLUENCE IMPROVEMENT	\$225.00

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	510578	07/11/2024	GRAND AVE BRIDGE WIDENING AT SAN JOSE CREEK	\$775.00
	510579	07/11/2024	TURNBULL CYN RD GRADE SEPARATION	\$3,375.00
83328	07/25/2024		CNC ENGINEERING	\$50,395.95
	Invoice	Date	Description	Amount
	510641	07/11/2024	INDUSTRY HILLS FUEL TANKS DISPENSING	\$532.50
	510642	07/11/2024	605 FWY AND VALLEY BLVD INTERCHANGE	\$337.50
	510643	07/11/2024	HIGHWAY BRIDGE PROGRAM FUNDING	\$150.00
	510644	07/11/2024	HIGHWAY BRIDGE PROGRAM FUNDING	\$225.00
	510645	07/11/2024	BIXBY DR PCC PAVEMENT	\$3,052.50
	510646	07/11/2024	NELSON AVE INTERSECTION	\$1,670.00
	510647	07/11/2024	CARTEGRAPH MGMT	\$15,580.95
	510648	07/11/2024	ADD SIDEWALK ON SOUTH SIDE OF TEMPLE AVE	\$1,140.00
	510649	07/11/2024	GALE AVE RESURFACING	\$5,600.00
	510650	07/11/2024	2022-2023 ANNUAL PAVEMENT REHABILITATION	\$9,410.00
	510651	07/11/2024	DON JULIAN RD IMPROVEMENTS	\$2,925.00
	510652	07/11/2024	RAILROAD STREET PAVEMENT REHABILITATION	\$6,855.00
	510653	07/11/2024	2024-2025 STREETLIGHT BANNER INSTALLATION	\$665.00
	510654	07/11/2024	CALIFORNIA AVE WIDENING	\$1,915.00
	510655	07/11/2024	TURNBULL CYN RD GRADE SEPARATION	\$337.50
83329	07/25/2024		CNC ENGINEERING	\$82,816.25
	Invoice	Date	Description	Amount
	510610	07/11/2024	SOLAR INSTALLATION AT CITY HALL	\$895.00
	510611	07/11/2024	FULLERTON RD RECONSTRUCTION	\$415.00
	510612	07/11/2024	PRELIMINARY DESIGN OF EW BICYCLE PATH	\$1,140.00
	510613	07/11/2024	PRELIMINARY DESIGN OF EW BICYCLE PATH	\$2,710.00

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Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
510614	07/11/2024	GENERAL ENG SVC-15010 & 15100 NELSON AVE	\$720.00
510615	07/11/2024	GENERAL ENG SVC-DEV PLANS AT IBC	\$2,690.00
510616	07/11/2024	GENERAL ENG SVC-TRAFFIC	\$618.75
510617	07/11/2024	GENERAL ENG SVC 7/1-7/7/24	\$2,280.00
510618	07/11/2024	GENERAL ENG SVC-COUNTER SERVICE	\$450.00
510619	07/11/2024	GENERAL ENG SVC-PERMITS	\$9,640.00
510620	07/11/2024	GENERAL ENG SVC-PLAN APPROVAL	\$5,152.50
510621	07/11/2024	GENERAL ENG SVC-TRAFFIC SIGNAL LIGHTS UPGRAD	\$95.00
510622	07/11/2024	GENERAL ENG SVC 7/1-7/7/24	\$40,275.00
510623	07/11/2024	GENERAL ENG SVC-STREET LIGHTS	\$3,000.00
510624	07/11/2024	REPLACEMENT OF STEEL WATERLINE-BREA CREEK	\$855.00
510625	07/11/2024	MISC DRAINAGE IMPROVEMENTS AT TONNER CYN	\$95.00
510626	07/11/2024	PUENTE VALLEY OPERABLE UNIT GROUNDWATER RE	\$112.50
510627	07/11/2024	SALT LAKE AVE IMPROVEMENTS	\$2,880.00
510628	07/11/2024	NELSON AVE RESURFACING	\$2,400.00
510630	07/11/2024	CIVIC CENTER PLANNING AND IMPROVEMENTS	\$112.50
510631	07/11/2024	CITY ADMINISTRATIVE OFFICES	\$362.50
510632	07/11/2024	INDUSTRY BUSINESS COUNCIL CHAMBERS	\$72.50
510633	07/11/2024	ELECTRIC VEHICLE CHARGING STATIONS-CITY HALL	\$142.50
510634	07/11/2024	HOMESTEAD MUSEUM IMPROVEMENTS	\$557.50
510635	07/11/2024	HOMESTEAD MUSEUM IRRIGATION RETROFIT TO REC	\$770.00
510636	07/11/2024	STIMSON AVE CROSSING	\$375.00
510637	07/11/2024	SHERIFF TRAILER SITE	\$95.00
510638	07/11/2024	METROLINK-MAINT OF PARKING LOT	\$2,647.50
510639	07/11/2024	FIRE DAMAGE REPAIR OF EV AND SOLAR ENERGY	\$530.00
510640	07/11/2024	EL ENCANTO IMPROVEMENTS AND MAINT	\$727.50

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
83330	07/25/2024		CONSILIO, LLC	\$1,700.90
	Invoice	Date	Description	Amount
	INV579362554	06/30/2024	DOCUMENT MGMT-JUN 2024	\$1,700.90
83331	07/25/2024		CONSOLIDATED ELECTRICAL DISTRIE	\$1,329.77
	Invoice	Date	Description	Amount
	3301-1017062	06/18/2024	LIGHTING MATERIALS-CITY HALL	\$1,329.77
83332	07/25/2024		CORELOGIC INFORMATION SOLUTION	\$206.00
	Invoice	Date	Description	Amount
	30727096	06/30/2024	PROPERTY DATA-JUN 2024	\$206.00
83333	07/25/2024		COUNTY OF LA - DEPT OF AGRICULTL	\$33,351.44
	Invoice	Date	Description	Amount
	241843	06/18/2024	PEST CONTROL-TONNER CYN (FIRESTONE CAMP)	\$1,557.44
	241845	06/18/2024	PEST CONTROL-TONNER CYN (FIRESTONE CAMP)	\$17,501.08
	241844	06/18/2024	PEST CONTROL-TONNER CYN (FIRESTONE CAMP)	\$1,476.30
	241846	06/18/2024	PEST CONTROL-TONNER CYN (FIRESTONE CAMP)	\$12,816.62
83334	07/25/2024		D.S. EWING ARCHITECTS, INC.	\$34,390.00
	Invoice	Date	Description	Amount
	24-11681	07/12/2024	IBC CHAMBER & BLDG IMPROVEMENT PROJ	\$34,390.00
83335	07/25/2024		DAPEER, ROSENBLIT, AND LITVAK, LL	\$1,615.30
	Invoice	Date	Description	Amount
	23247	06/30/2024	GENERAL CODE ENFORCEMENT-JUN 2024	\$932.50
	23248	06/30/2024	SPECIALIZED LEGAL SVC-JUN 2024	\$682.80

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Check	Date	Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo				
83336	07/25/2024	DB SALES & SERVICE		\$4,266.00
	Invoice	Date	Description	Amount
	21675	05/10/2024	URGENT REPAIR TO BOILER-EL ENCANTO	\$4,266.00
83337	07/25/2024	DUTHIE POWER SERVICES		\$552.95
	Invoice	Date	Description	Amount
	A129405	07/01/2024	MONTHLY MAINT-GENERATOR @ CITY HALL	\$552.95
83338	07/25/2024	EGOSCUE LAW GROUP, INC.		\$150.00
	Invoice	Date	Description	Amount
	14473	07/01/2024	LEGAL SVC-FOLLOW'S CAMP	\$150.00
83339	07/25/2024	ELECTRA-MEDIA, INC		\$2,034.25
	Invoice	Date	Description	Amount
	16648	07/06/2024	MAINT OF PUENTE HILLS AUTO DISPLAY-AUG 2024	\$1,545.00
	16649	07/06/2024	PROGRAM PUENTE HILLS AUTO DISPLAY-AUG 2024	\$489.25
83340	07/25/2024	ELEVATE PUBLIC AFFAIRS, LLC		\$48,072.15
	Invoice	Date	Description	Amount
	3918	06/26/2024	EXPENSE REIMBURSEMENT-JUN 2024	\$30,072.15
	3924	07/09/2024	MEDIA CONSULTING-JUN 2024	\$15,000.00
	3928	07/10/2024	SPECIAL EVENTS CONSULTING-JUN 2024	\$3,000.00
83341	07/25/2024	ESPY'S ELECTRICAL SERVICES INC.		\$1,200.00
	Invoice	Date	Description	Amount
	1421	07/08/2024	URGENT REPAIR TO BREAKER-HOMESTEAD	\$1,200.00

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CITY.WF.CHK - City General Wells Fargo				
83342	07/25/2024		FIRETEAM ONE, INC.	\$10,890.00
	Invoice	Date	Description	Amount
	13984	06/07/2024	SERVICE FIRE EXTINGUISHER-205 N HUDSON	\$175.00
	13979	06/05/2024	SERVICE FIRE EXTINGUISHER-YAL	\$745.00
	13980	06/05/2024	SERVICE FIRE EXTINGUISHER-CITY HALL	\$2,150.00
	13982	06/06/2024	SERVICE FIRE EXTINGUISHER-HATCHER YD	\$4,450.00
	13978	06/05/2024	SERVICE FIRE EXTINGUISHER-IBC	\$1,675.00
	13983	06/07/2024	SERVICE FIRE EXTINGUISHER-HOMESTEAD	\$1,695.00
83343	07/25/2024		FRANK MARTINEZ	\$200.00
	Invoice	Date	Description	Amount
	7/12/2024	07/12/2024	REFUND-PHOTO SHOOT	\$200.00
83344	07/25/2024		FRAZER, LLP	\$17,697.30
	Invoice	Date	Description	Amount
	189370	06/30/2024	COI-PROF SVC FOR JUN 2024	\$17,697.30
83345	07/25/2024		FUEL PROS, INC.	\$3,669.25
	Invoice	Date	Description	Amount
	74526	06/25/2024	INDUSTRY HILLS FUEL STN MAINT	\$3,361.75
	74664	07/09/2024	INDUSTRY HILLS FUEL STN MAINT	\$307.50
83346	07/25/2024		GRAND CENTRAL RECYCLING & TRAI	\$588.05
	Invoice	Date	Description	Amount
	1039505	06/03/2024	SOLID WASTE-CITY HALL	\$588.05

**CITY OF INDUSTRY
WELLS FARGO BANK
July 25, 2024**

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
83347	07/25/2024			GRANITE TELECOMMUNICATIONS, LL	\$297.30
	Invoice	Date	Description	Amount	
	652495963	07/01/2024	PHONE SVC FOR FIRE ALARMS-HOMESTEAD	\$297.30	
83348	07/25/2024			HANNA INTERPRETING SERVICES LLC	\$6.93
	Invoice	Date	Description	Amount	
	T6959749	04/30/2024	INTERPRETING SVC-APR 2024	\$6.93	
83349	07/25/2024			HENRY AGUILAR	\$185.00
	Invoice	Date	Description	Amount	
	10	07/11/2024	ADMIN HEARING OFFICER-CITATION APPEALS	\$185.00	
83350	07/25/2024			HISTORICAL RESOURCES, INC.	\$44,491.92
	Invoice	Date	Description	Amount	
	COI2024-12	07/10/2024	ADMIN & MGMT SVC-HOMESTEAD	\$44,141.50	
	COI2024-12.1	07/11/2024	EXPENSE REIMBURSEMENT-JUN 2024	\$350.42	
83351	07/25/2024			INDUSTRY SECURITY SERVICES	\$100,219.84
	Invoice	Date	Description	Amount	
	1382	06/28/2024	SECURITY SVC-VARIOUS CITY SITES	\$22,203.48	
	1363	06/21/2024	SECURITY SVC 6/14-6/20/24	\$10,453.20	
	1364	06/21/2024	SECURITY SVC-VARIOUS CITY SITES	\$22,203.48	
	1399	07/05/2024	SECURITY SVC-VARIOUS CITY SITES	\$23,880.48	
	1398	07/05/2024	SECURITY SVC 6/28-7/4/24	\$11,026.00	
	1381	06/28/2024	SECURITY SVC 6/21-6/27/24	\$10,453.20	
83352	07/25/2024			JANUS PEST MANAGEMENT	\$6,146.00

**CITY OF INDUSTRY
WELLS FARGO BANK
July 25, 2024**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	273473	07/10/2024	PEST SVC-HOMESTEAD	\$600.00
	272938	07/10/2024	PEST SVC-CITY HALL	\$145.00
	273209	07/10/2024	PEST SVC-205 N HUDSON	\$85.00
	273137	07/10/2024	MOSQUITO TRAP-EL ENCANTO	\$926.00
	273004	07/10/2024	RODENT SVC-HELIPAD	\$300.00
	273002	07/10/2024	RODENT SVC-HELIPAD PARKING LOT	\$486.00
	272523	07/10/2024	PEST SVC-TONNER CYN	\$3,374.00
	272940	07/10/2024	PEST SVC-YAL/POST OFFICE	\$85.00
	272939	07/10/2024	PEST SVC-IBC	\$145.00
83353	07/25/2024		JONES MAYER	\$509.72
	Invoice	Date	Description	Amount
	122751	05/24/2024	LEGAL SVC-LA COUNTY ZERO BAIL PROGRAM	\$436.53
	123418	06/21/2024	LEGAL SVC-LA COUNTY ZERO BAIL PROGRAM	\$73.19
83354	07/25/2024		KEENAN AND ASSOCIATES	\$939,915.45
	Invoice	Date	Description	Amount
	307613	07/01/2024	BROKER FEE FY 24/25	\$48,050.00
	307714	07/03/2024	PROPERTY COVERAGE FY 24/25	\$249,803.00
	307720	07/03/2024	EXCESS LIABILITY FY 24/25	\$219,924.05
	306442	06/24/2024	MEMBER CONTRIBUTION FY 24/25	\$270,258.00
	307625	07/01/2024	AIRPORT LIABILITY FY 24/25	\$18,468.00
	307698	07/02/2024	EMPLOYMENT PRACTICE LIABILITY FY 24/25	\$27,137.00
	307689	07/02/2024	DIFFERENCE IN CONDITION FY 24/25	\$106,275.40
83355	07/25/2024		KLINE'S PLUMBING, INC.	\$120.00

**CITY OF INDUSTRY
WELLS FARGO BANK
July 25, 2024**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	13559	06/28/2024	REPAIR FAUCET-IBC	\$120.00
83356	07/25/2024		L A COUNTY DEPT OF PUBLIC WORKS	\$21,560.77
	Invoice	Date	Description	Amount
	IN240001104	06/26/2024	ACCIDENT-CALIFORNIA AVE @ NELSON AVE	\$2,956.73
	IN240001094	06/26/2024	ACCIDENT-TEMPLE AVE @ VINELAND AVE	\$1,779.34
	IN240001064	06/24/2024	ACCIDENT-GALE AVE @ TURNBULL CYN RD	\$159.73
	IN240001065	06/24/2024	ACCIDENT-HAMBLETON AVE @ VALLEY BLVD	\$2,022.35
	IN240001089	06/25/2024	ACCIDENT-TEMPLE AVE @ VINELAND AVE	\$1,218.81
	IN240001076	06/25/2024	ACCIDENT-COINER CT @ GALE AVE	\$7,540.75
	IN240001084	06/25/2024	ACCIDENT-DON JULIAN RD @ TURNBULL CYN	\$1,792.16
	IN240001073	06/25/2024	ACCIDENT-GALE AVE @ STONER CREEK RD	\$1,585.93
	IN240001085	06/25/2024	ACCIDENT-GALE AVE @ STONER CREEK RD	\$2,504.97
83357	07/25/2024		L A COUNTY DEPT OF PUBLIC WORKS	\$74,534.07
	Invoice	Date	Description	Amount
	IN240001152	07/08/2024	BLDG & SAFETY-ONE STOP SHOP FOR MAY 2024	\$74,534.07
83358	07/25/2024		L A COUNTY SHERIFF'S DEPARTMENT	\$60,053.20
	Invoice	Date	Description	Amount
	243564MR	07/03/2024	SPECIAL EVENT-DIRECTED PATROL (MAR 2024)	\$60,053.20
83359	07/25/2024		LOCKE LORD LLP	\$5,614.13
	Invoice	Date	Description	Amount
	1871793	07/10/2024	LEGAL SVC-JUN 2024	\$5,614.13

**CITY OF INDUSTRY
WELLS FARGO BANK
July 25, 2024**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
83360	07/25/2024		LOS ANGELES ENGINEERING, INC.	\$1,050,443.31
	Invoice	Date	Description	Amount
	#47GGS-0387-4	07/01/2024	GRAND AVE/GOLDEN SPRINGS DR INTERSECTION IMI	\$1,050,443.31
	#47GGS-0387-4R	07/01/2024	RETENTION-GRAND AVE/GOLDEN SPRINGS	\$52,522.16
83361	07/25/2024		MARTHA CUEVAS PEREZ	\$600.00
	Invoice	Date	Description	Amount
	2779157	07/11/2024	COI BBQ EQUIPMENT & SUPPLIES	\$600.00
83362	07/25/2024		MERRITT'S ACE HARDWARE	\$68.15
	Invoice	Date	Description	Amount
	141097	06/12/2024	MISC SUPPLIES-IBC & CITY HALL	\$68.15
83363	07/25/2024		MMASC	\$550.00
	Invoice	Date	Description	Amount
	10134	07/08/2024	2024 ANNUAL MMASC CONFERENCE REGISTRATION-1	\$550.00
83364	07/25/2024		MORTISE & TENON BUILDING CORP	\$3,602.68
	Invoice	Date	Description	Amount
	156250243	06/11/2024	REPLACE SUPPORT BEAM-TONNER CYN	\$1,502.68
	26	07/03/2024	REPLACE A/C IN GUARD SHACK-HOMESTEAD	\$1,300.00
	22	06/26/2024	KITCHEN REPAIRS-CITY HALL	\$800.00
83365	07/25/2024		MUNI-ENVIRONMENTAL, LLC	\$20,988.75
	Invoice	Date	Description	Amount
	24-031	06/05/2024	COMMERCIAL WASTE PROGRAM	\$20,988.75

**CITY OF INDUSTRY
WELLS FARGO BANK
July 25, 2024**

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
83366	07/25/2024			OCEAN BLUE ENVIRONMENTAL SERV	\$1,786.95
	Invoice	Date	Description	Amount	
	39943	06/27/2024	ON-CALL HAZARDOUS WASTE REMOVAL	\$1,786.95	
83367	07/25/2024			ODP BUSINESS SOLUTIONS, LLC	\$840.55
	Invoice	Date	Description	Amount	
	375809163001	07/11/2024	OFFICE SUPPLIES	\$33.30	
	375809162001	07/12/2024	OFFICE SUPPLIES	\$57.36	
	375809159001	07/11/2024	OFFICE SUPPLIES	\$10.67	
	375808674001	07/11/2024	OFFICE SUPPLIES	\$15.52	
	375809158001	07/11/2024	OFFICE SUPPLIES	\$723.70	
83368	07/25/2024			PARS	\$672.08
	Invoice	Date	Description	Amount	
	55954	07/10/2024	ARS FEES-MAY 2024	\$320.00	
	56007	07/10/2024	REP FEES-MAY 2024	\$352.08	
83369	07/25/2024			POST ALARM SYSTEMS	\$351.55
	Invoice	Date	Description	Amount	
	1709819	07/05/2024	MONITORING SVC-HOMESTEAD	\$351.55	
83370	07/25/2024			PRINCE GLOBAL SOLUTIONS, LLC	\$6,584.45
	Invoice	Date	Description	Amount	
	064	07/08/2024	LEGAL SVC-JUN 2024 & REIMBURSABLE EXPENSES	\$6,584.45	
83371	07/25/2024			PUBLIC RISK MANAGEMENT ASSOCIA	\$785.00
	Invoice	Date	Description	Amount	

**CITY OF INDUSTRY
WELLS FARGO BANK
July 25, 2024**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	10100	07/08/2024	PRIMA INSTITUTE CONFERENCE 2024-YVETTE	\$785.00
83372	07/25/2024		PUENTE BASIN WATER AGENCY	\$806.84
	Invoice	Date	Description	Amount
	1628	05/31/2024	GROUNDWATER MGMT PLAN PHASE 1 (MAY 2024)	\$806.84
83373	07/25/2024		PUENTE BASIN WATERMASTER	\$3,703.39
	Invoice	Date	Description	Amount
	24-2	07/09/2024	SA-OPERATING BUDGET FOR FY 24/25	\$3,703.39
83374	07/25/2024		PUENTE BASIN WATERMASTER	\$3,703.39
	Invoice	Date	Description	Amount
	24-1	07/09/2024	COI-OPERATING BUDGET FOR FY 24/25	\$3,703.39
83375	07/25/2024		PURCHASE POWER	\$200.00
	Invoice	Date	Description	Amount
	7/5/2024	07/05/2024	POSTAGE REFILL ON 6/27/24	\$200.00
83376	07/25/2024		REYNOLD'S BUICK	\$4,875.25
	Invoice	Date	Description	Amount
	44674	05/02/2024	MAINT OF 2015 ISUZU BOX TRUCK	\$4,875.25
83377	07/25/2024		RICOH USA, INC.	\$319.95
	Invoice	Date	Description	Amount
	587939395	07/07/2024	COPIER LEASE-HOMESTEAD	\$319.95
83378	07/25/2024		ROBINSON'S FLOWERS	\$3,475.93

**CITY OF INDUSTRY
WELLS FARGO BANK
July 25, 2024**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	3732	07/01/2024	FLOWERS AND DELIVERY	\$3,475.93
83379	07/25/2024		SAN GABRIEL VALLEY CITY MANAGEI	\$150.00
	Invoice	Date	Description	Amount
	71724	07/08/2024	ANNUAL SEMINAR JULY 2024-JOSH & SAM	\$150.00
83380	07/25/2024		SAN GABRIEL VALLEY NEWSPAPER G	\$1,000.59
	Invoice	Date	Description	Amount
	0011677506	06/28/2024	ACCT #5007735-NOTICE OF PUBLIC HEARING-JN 9395	\$1,000.59
83381	07/25/2024		SCS FIELD SERVICES	\$21,200.77
	Invoice	Date	Description	Amount
	0507063	06/30/2024	INDUSTRY HILLS-LANDFILL GAS SYSTEM	\$21,200.77
83382	07/25/2024		SQUARE ROOT GOLF & LANDSCAPE, I	\$575.00
	Invoice	Date	Description	Amount
	1738H	06/28/2024	MEETING SET UP & TAKEDOWN-TRES HERMANOS	\$575.00
83383	07/25/2024		STATE COMPENSATION INSURANCE F	\$4,367.82
	Invoice	Date	Description	Amount
	1002381741	07/03/2024	WORKERS COMP PREMIUM FOR JULY 2024	\$4,367.82
83384	07/25/2024		SUPERIOR COURT OF CA-LA COUNTY	\$4,112.00
	Invoice	Date	Description	Amount
	JUNE 2024	07/10/2024	PARKING CITATIONS REPORT-JUNE 2024	\$4,112.00

**CITY OF INDUSTRY
WELLS FARGO BANK
July 25, 2024**

Check	Date	Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo				
83385	07/25/2024	THE BIG NORWEGIAN		\$3,354.61
	Invoice	Date	Description	Amount
	57594	06/13/2024	REPAIR 2000 JOHN DEERE 210LE-TONNER CYN	\$2,295.49
	57601	07/03/2024	REPAIR 2000 JOHN DEERE 609 MOWER-HATCHER YD	\$677.03
	57602	07/03/2024	REPLACE JACK ON WALL-HATCHER YD	\$382.09
83386	07/25/2024	THE GABRIEL FOUNDATION		\$105,000.00
	Invoice	Date	Description	Amount
	6/27/2024	06/27/2024	DONATION FOR THE INDUSTRY HILLS PRO RODEO	\$105,000.00
83387	07/25/2024	TRES HERMANOS CONSERVATION AL		\$95,473.00
	Invoice	Date	Description	Amount
	3064	07/01/2024	MAINT COST MEMBER SHARE FY 2024/2025	\$95,473.00
83388	07/25/2024	TURBO DATA SYSTEMS, INC		\$425.29
	Invoice	Date	Description	Amount
	43255	06/30/2024	CITATION PROCESSING MAY/JUN 2024	\$425.29
83389	07/25/2024	TYLER TECHNOLOGIES, INC.		\$175.00
	Invoice	Date	Description	Amount
	045-475618	07/10/2024	SERVICE AGRMT-CITY'S ERP	\$175.00
83390	07/25/2024	UNITED PARCEL SERVICES, INC		\$70.46
	Invoice	Date	Description	Amount
	0000V435E4274	07/06/2024	MESSSENGER SVC	\$52.09
	0000V435E4284	07/13/2024	SERVICE FEES	\$18.37

**CITY OF INDUSTRY
WELLS FARGO BANK
July 25, 2024**

Check	Date	Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo				
83391	07/25/2024	UNITED STATES TREASURY		\$207.69
	Invoice	Date	Description	Amount
	FORM 720V-2024	07/16/2024	MID-AMERICA IRS FORM 720 - 2ND QRTR	\$207.69
83392	07/25/2024	VALLEY VISTA SERVICES, INC		\$21,901.06
	Invoice	Date	Description	Amount
	1035377	06/30/2024	DISP SVC-15660 MAYOR DAVE WAY (YAL)	\$151.78
	1035376	06/07/2024	DISP SVC-1123 HATCHER AVE	\$4,959.13
	1035153	06/30/2024	DISP SVC-CITY HALL	\$544.31
	1163936	07/02/2024	DISP SVC-FOLLOW'S CAMP	\$1,562.20
	1169599	07/01/2024	DISP SVC-CITY RESIDENTS	\$6,235.43
	1170695	07/01/2024	DISP SVC-TONNER CYN (MAINT YD)	\$1,718.64
	1170694	07/01/2024	DISP SVC-TONNER CYN (CAMP COURAGE)	\$1,355.71
	1169798	07/01/2024	DISP SVC-205 N HUDSON AVE	\$265.14
	1170697	07/01/2024	DISP SVC-1123 HATCHER AVE	\$312.23
	1169963	07/01/2024	DISP SVC-CITY BUS STOPS	\$4,796.49
83393	07/25/2024	VANGUARD CLEANING SYSTEMS, INC		\$937.50
	Invoice	Date	Description	Amount
	133281	07/01/2024	JANITORIAL SVC-HOMESTEAD	\$937.50
83394	07/25/2024	WEST COAST ARBORISTS, INC.		\$19,108.35
	Invoice	Date	Description	Amount
	216512	06/30/2024	TREE MAINT FY 23/24	\$19,108.35
83395	07/25/2024	WILLDAN ENGINEERING		\$1,181.50
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
July 25, 2024**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	00628103	07/03/2024	ENG SVC-NELSON AVE/PUENTE AVE	\$1,181.50
83396	07/25/2024		LOS ANGELES ENGINEERING, INC.	\$997,921.15
	Invoice	Date	Description	Amount
	#47GGS-0387-4	07/01/2024	GRAND AVE/GOLDEN SPRINGS DR INTERSECTION IMI	\$1,050,443.31
83397	07/25/2024		LOS ANGELES ENGINEERING, INC.	\$52,522.16
	Invoice	Date	Description	Amount
	#47GGS-0387-4R	07/01/2024	RETENTION-GRAND AVE/GOLDEN SPRINGS	\$52,522.16

Checks	Status	Count	Transaction Amount
	Total	115	\$5,021,756.36

CITY COUNCIL

ITEM NO. 6.2



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council
FROM: Joshua Nelson, City Manager
STAFF: Elise Calvo, Treasurer
DATE: July 25, 2024
SUBJECT: Statement of Investment Policy

BACKGROUND

Section 53646 (a)(2) of the California Government Code, states that the Treasurer or chief fiscal officer of any other local agency may annually render to his/her legislative body and any oversight committee an investment policy, that the legislative body shall consider at a public meeting.

This Agenda Item includes the Statement of Investment Policy for the City of Industry dated Fiscal Year 2024-2025, for all future investments, pursuant to Section 53601 and Section 53635 of the California Government Code.

This investment Policy serves as the foundation of the City of Industry's investment goals and priorities. This policy will be reviewed regularly or at least annually to assure that it continues to meet the City's portfolio goals/priorities, with the intent to protect the assets of the City of Industry. The existence of an approved investment policy demonstrates that the governing body is performing its fiduciary responsibilities, thereby, inspiring trust and confidence among the public that it serves.

RECOMMENDATION

It is my recommendation that the City Council approve the Investment Policy.

Attachments

A. City of Industry Investment Policy FY 2024-2025

Fiscal Year
2024-2025

City of Industry

STATEMENT OF INVESTMENT POLICY

ELISE CALVO, CITY TREASURER

CITY OF INDUSTRY

STATEMENT OF INVESTMENT POLICY

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CITY OF INDUSTRY

STATEMENT OF INVESTMENT POLICY

Effective July 25, 2024

(Supersedes All Previous Investment Policies)

1.0 Introduction. The purpose of this document is to identify various policies and procedures that enhance opportunities for a prudent and systematic investment policy and to organize and formalize investment-related activities. Related activities which comprise good cash management include accurate cash projections, the expeditious collection of revenue, the control of disbursements, cost-effective banking relations, and arranging for a short-term borrowing program which coordinates working capital requirements and investment opportunities.

2.0 Policy. It is the policy of the City of Industry to invest public funds not required for immediate day-to-day operations in safe, liquid and medium-term investments. These investments shall yield an acceptable return while conforming to all California statutes and the City's Investment Policy.

3.0 Scope. It is intended that this policy cover the investment activities of all contingency reserves and inactive cash under the direct authority of the City and its component units including but not limited to, the City of Industry, the Successor Agency to the Industry Urban-Development Agency, the Civic-Recreational-Industrial Authority, the Industry Public Utilities Commission, the Industry Public Facilities Authority and the Industry Property and Housing Management Authority.

3.1 Pooled Investments. Investments for the City and its component units will be made on a pooled basis including, but not limited to, the City of Industry, the Successor Agency to the Industry Urban-Development Agency, the Civic-Recreational-Industrial Authority, the Industry Public Utilities Commission, the Industry Public Facilities Authority and the Industry Property and Housing Management Authority. The City's identifies the fund types involved as follows:

- General Fund
- Special Revenue Funds
- Debt Service Funds
- Capital Project Funds
- Enterprise Funds
- Trust Funds
- Miscellaneous Special Funds
- Any new funds created by the applicable governing board, unless specifically exempted

CITY OF INDUSTRY

STATEMENT OF INVESTMENT POLICY

3.2 Investments held separately. Investment of bond proceeds will be held separately when required by the bond indentures. Bond proceeds will be invested in accordance with the requirements stated in the bond indentures. This policy does not apply to deferred compensation plans.

4.0 Objectives. Section 53600.5 of the California Government Code outlines the primary objectives of a trustee investing public money. The primary objectives, in order of priority, of the City's investment activities shall be:

4.1. Safety. Safety of principal is the foremost objective of the investment program. Investments of the City shall be undertaken in a manner that seeks to ensure preservation of capital in the overall portfolio.

4.2 Liquidity. The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated.

4.3 Return on investment. Investment return becomes a consideration only after the basic requirements of safety and liquidity have been met. The City Treasurer shall attempt to realize a yield on investments consistent with California statutes and the City's Investment Policy.

The City Treasurer should strive to maintain the level of investment of all contingency reserves and inactive funds as close to one hundred percent (100%) as possible. While the objectives of safety and liquidity must first be met, it is recognized that portfolio assets represent a potential source of significant revenues. It is to the benefit of the City that these assets be managed to realize a yield on investments consistent with California statutes and the City's Investment Policy.

A buy and hold strategy will generally be followed; that is, investments once made will usually be held until maturity. A buy and hold strategy will result in unrealized gains or losses as market interest rates fall or rise from the coupon rate of the investment. Unrealized gains or losses, however, will diminish as the maturity dates of the investments are approached or as market interest rates move closer to the coupon rate of the investment. A buy and hold strategy requires that the portfolio be kept sufficiently liquid to preclude the undesired sale of investments prior to maturity. Occasionally, the City Treasurer may find it advantageous to sell an investment prior to maturity, but this should only be on an exception basis and only when it is in the best interest of the City.

CITY OF INDUSTRY

STATEMENT OF INVESTMENT POLICY

5.0 Authorized investments. The City Treasurer may invest City funds in the following investments as specified in the California Government Code Section 53601, and certain investment types are further limited to only the following specified investments.

	Investment Type	Maximum Remaining Maturity	Maximum Specified % of Portfolio	Minimum Quality Requirements	California Government Code Sections
a.	Securities of the US Government, or its agencies Including GSE debt and US Treasury Obligations	5 years	None	None	53601(b)(f) and 53601.6
b.	Negotiable certificates of deposits	5 years	30%	None	53601(1)
c.	Non-negotiable certificates of deposits	5 years	None	None	53630 et seq.
d.	Bankers Acceptances	180 days	40% and no more than 30% of any one commercial bank	None	53601(g)
e.	Commercial Paper	270 days	25% and no more than 10% of a single issuer	A-1 or higher rating from an NRSRO	53601(h)(2)(C), 53635(a)(1)
f.	Local Agency Investment Fund (LAIF)	N/A	None	None	16429.1
g.	Collateralized Bank Deposits including passbook Savings account demand deposits	5 years	None	None	53630 et. Seq and 53601 (n)
h.	Repurchase agreements	1 year	None	None	53601(j)
i.	Los Angeles County Investment Pool (California Govt. Code Section 53684)	N/A	None	None	53684
j.	It is the City of Industry's policy not to utilize Reverse Repurchase Agreements or shares of beneficial interest issued by diversified management companies (mutual funds), unless that fund is composed entirely of securities of the U.S. Government, or its agencies, and the use of such funds shall be restricted to sweep accounts. (Reverse Repurchase Agreements shall be permitted if they are assets of the Local Agency Investment Fund).				
k.	Local Agency Bonds	5 years	None	None	53601(a)

CITY OF INDUSTRY

STATEMENT OF INVESTMENT POLICY

l.	Medium-term notes	5 years or less	30%	"A" rating category or its equivalent or better	53601(k)
m.	Registered treasury notes or bonds of any of the other 49 states in addition to California *	5 years	None	None	53601(d)
n.	Bonds, notes, warrants, or other evidence of indebtedness of a local agency within California*	5 years	None	None	53601(e)
o.	All securities authorized by the California Code, but which are not currently allowed by this investment policy, must first be approved by City Council at the time of purchase.				

* Includes but not limited to municipal bonds or other indebtedness issued by the City of Industry and/or its related Agencies.

Section 53601 of the California Government Code provides that the maximum term of any investment authorized under this section, unless otherwise stated, is five years. However, the City Council may grant express authority to make investments either specifically or as a part of an investment program approved by the City Council that exceeds the five year remaining maturity limit. Such approval must be issued no less than three months prior to the purchase of any security exceeding the five-year maturity limit.

5.1 Review of Investment Portfolio. The City’s investment portfolio must be in compliance with Section 5.0 of this Policy at the time an investment is purchased. However, due to various reasons the portfolio may not be in compliance. The reasons for noncompliance that may arise include, but are not limited to a downgrade in a security’s rating, redemptions or maturities resulting in exceeding maximum percentages of a particular investment type, fluctuation in total portfolio size, a change in the California Government Code, or subsequent update to the Investment Policy that renders investments made under previous policies incompliant.

The Treasurer shall review the portfolios quarterly to identify any securities that are no longer in compliance. The Treasurer shall report any major and critical incidences of noncompliance to the City Manager and City Council and provide recommendations to address the noncompliant securities.

CITY OF INDUSTRY

STATEMENT OF INVESTMENT POLICY

6.0 Reporting. Sections 53607 and 53646 of the California Government Code allows the City Council, at its discretion, to require reports meeting the standards set forth in these sections, as well as any additional information desired. Therefore, it is the policy of the City that the City Treasurer or designee appointed by the City Treasurer file a report on the investments and transactions with the City Council as described in Sections 53607 and 53646 of the California Government Code.

7.0 Selection of financial institutions and brokers/dealers. Investments shall be purchased only through well established, financially sound institutions. The City Treasurer or City Manager or their designee may maintain a list of financial institutions and broker/dealers who are approved to provide the City with investment services. This list should be updated annually by the City Treasurer to ensure compliance with this investment policy. All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions will be given a copy of the City's Investment Policy, and a return cover letter which they must sign indicating that the investment policy has been read, understood and that their investment offers will comply with this policy.

All financial institutions and broker/dealers will take direction from the City Treasurer or City Manager or their designee as it relates to the investment strategy and investment policy of the City. Any instructions will be in the form of written instructions via email or other electronic transmissions.

Qualified financial institutions and broker/dealers must supply the City Treasurer or City Manager or their designee with the following:

7.1 Financial Institutions.

- Current audited financial statements
- Depository contracts, as appropriate
- A copy of the latest FDIC call report or the latest FHLBB report, as appropriate
- Proof that commercial banks, savings banks, or savings and loan associations are state or federally chartered

7.2 Broker/Dealers.

- Current audited financial statements
- Proof that brokerage firms are members in good standing of a national securities exchange, or
- A designation as a primary government dealer by the Federal Reserve Bank.

Commercial banks, savings banks, and savings and loan associations must maintain a minimum net worth to asset ratio as provided by law (total regulatory net worth divided by total assets), and must have had positive net earnings for the last reporting period

The City is prohibited from selecting any broker/dealer that has made a campaign contribution within any consecutive 48-month period which exceeds the limitations

CITY OF INDUSTRY

STATEMENT OF INVESTMENT POLICY

contained Rule G-37 of the Municipal Securities Rulemaking Board.

8.0 Ethics and conflicts of interest. All participants in the City's investment process shall seek to act responsibly as custodians of the public trust. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment recommendations and decisions. Investment officials and employees shall make all disclosures appropriate under the Fair Political Practices Act and may seek the advice of the City Attorney and the Fair Political Practices Commission whenever there is a question of personal financial or investment positions that could represent potential conflicts of interest.

CITY COUNCIL

ITEM NO. 6.3



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council
FROM: Joshua Nelson, City Manager
STAFF: Sam Pedroza, Assistant City Manager
DATE: July 25, 2024
SUBJECT: Consideration of the Workman and Temple Family Homestead Museum Collection Management Policy

BACKGROUND

On March 11, 1982, the City Council approved the "Collection Policy for the Workman and Temple Homestead at the City of Industry Historic/Cultural Landmarks Area", establishing guidelines for the acquisition and deaccession of objects at the Homestead Museum ("Museum"). On August 10, 2023, the City Council was presented the Museum Bridge Plan ("Plan") outlining museum planning activities from August 2023 through December 2024, and directed Staff to complete the steps outlined in the Plan.

The Plan includes multiple objectives, including Objective 3.4 "Review collection policies", Subobjective 3.4.1 "Determine/confirm geographic scope of collection", and Subobjective 3.4.2 "Develop a policy for acquisitions and deaccessioning to the collection, addressing City's role". City and Museum Staff collaborated on revising the Collection Management Policy, and are now presenting it to the City Council for its consideration.

DISCUSSION

Below summarizes the major components of the Collection Management Policy:

1. Collection Scope -- The permanent collection has original artifacts within the 1830-1930 era. Those objects outside that period have a direct connection to the site, the Workman and Temple family, and region. Items include: books, photographs, maps, family archival material, magazines, flyers, letters, textiles, and furniture. The study collection contains reproduction or replica objects, and may be used for hands-on use in programming, print or digital publications and research. Items include: photographs, maps, photocopies of documents, and post-1930 imprinted books.
2. Acquisition Criteria -- To be considered for accessioning, an artifact must meet at least two of the following criteria:
 - a. Applicability to the Workman and Temple family; the Homestead site; the San Gabriel Valley and greater Los Angeles geographical regions (both because of the involvement of Workman and Temple family members throughout these areas).
 - b. Applicability to the Museum's interpretive era of 1830-1930, particularly 1840s, 1870s, and 1920s.
 - c. Artifacts of state and national significance.
3. Artifact Maintenance -- The storage, preservation, and general care of the artifacts must follow best practices established by such professional organizations such as the American Association of Museums. Title of all artifacts accessioned into the collection shall be obtained free and clear from the object's legal owner.

4. Artifact Deaccessioning -- Artifacts can be deaccessioned from the collection for multiple reasons including the object is a later replica, the object's condition, a better example of object was acquired, or the object can better be utilized at a like institution. Deaccessioning of any artifacts must be approved by the City.

FISCAL IMPACT

Currently, all artifact purchases are approved in advance by the Assistant City Manager or City Manager on a case-by-case basis. Artifacts are commonly sold through auction or bidding venues such as eBay. Purchases through these venues are inherently "on the spot", making it difficult for Museum Staff to submit advanced requests that allow City Staff time to complete paperwork. For this reason, the policy proposes to allow the following purchasing discretion for collection purposes.

Dollar Amount	Authority
< \$100.00	Museum Director
Between \$100.01 and \$1,000.00	City Manager
> \$1,000.01	City Council

The policy allows an annual appropriation of \$10,000.00 for artifact purchasing. If a potential purchase is identified after the \$10,000.00 is exhausted, a request may be submitted to the City Manager for consideration on how to proceed.

RECOMMENDATION

1. Staff recommends the City Council approve Workman and Temple Family Homestead Museum Collection Management Policy; and
2. Appropriate \$10,000.00 to General Fund-Workman Temple Homestead-Collections Acquisition (Account No. 100-626-9050).

Attachments

- A. Workman and Temple Family Homestead Museum Collection Management Policy

The Workman and Temple Family Homestead Museum
A City of Industry Historic-Cultural Landmark

Collections Management Policy

Ownership and Contract Management

The Workman and Temple Family Homestead Museum (hereinafter referred to as “Museum” is owned and fully funded by the City of Industry and all artifacts in the collection are the property of the City. Historical Resources, Inc. (HRI) has been contracted by the City to manage and operate the Museum.

Mission Statement

The Museum’s mission is “creating advocates for history through the stories of greater Los Angeles.” It does this by interpreting the period of 1830 to 1930, mainly the 1840s, 1870s, and 1920s; concentrating on aspects of home, work and play; and comparing and contrasting the Workman and Temple families to the societies in which they lived.

Collections Scope

The Homestead collections include a **permanent collection** that comprises original artifacts within the 1830-1930 era, as well as some that might fall outside that period but have a direct connection to the site, the Workman and Temple family, region, and time period. Items generally include books; photographs; maps; family archival material; ephemeral documents like pamphlets, magazines, flyers, letters, and reports; textiles; furniture; the historic structures; and household furniture and furnishings.

These items are primarily collected for either exhibition or research, depending on the condition and the link to our focus decades and main points of discussion. Exhibitions could be mainly within the historic houses or in other venues, such as in the Homestead Gallery or at off-site locations. Research artifacts might be those whose condition or historical value precludes exhibition, but which have value for research, print and digital publication, and other uses, though there are certainly many objects that can be used for both purposes.

There is also a **study collection**, which contains items that are reproduction or replica objects and which may be used for hands-on use in programming, print or digital publications and research, but which are usually not for exhibition. These can include photographs, maps, photocopies of documents and post-1930 imprinted books. The Museum’s Research Library and Research Files fall within this area, but there are also reproduction photographs and maps kept in West Wing Storage which are included in this collection, as well.

Collections Management Supervision

As the Museum’s management firm, HRI has general supervisory responsibility for the management of the collection, though final management responsibility lies with the owner, the

City of Industry. Overall coordination is handled by the museum director, who formulates and communicates policy with the City, as needed. In turn, the museum director hires and supervises staff who are responsible for the day-to-day management of the collection.

Collections Impact

The Homestead Museum's collection has been an important resource internally for exhibits, programs, print and digital publications, social media and the blog, as well as externally for articles, books, loans, articles and books and media, including documentaries. Hundreds of artifacts were also recently scanned as part of the University of Southern California's Digital Library project and the Museum's online PastPerfect Database and, especially, the blog have been increasingly utilized by those finding it helpful for their varied projects relating to the region's history.

Artifact Acquisition

Historic artifacts in the collection are owned by the City of Industry for the Homestead Museum and HRI assumes general responsibility for acquisition as part of its contracted managerial functions.

Objects may be acquired through gifts and bequests, purchases, exchanges, location during field work, and other transactions, from which title to the objects passes to the City of Industry for the Homestead Museum.

Among the criteria for determining whether an artifact fits within the scope of the collection are: applicability to the Workman and Temple family; the Homestead site; the San Gabriel Valley and greater Los Angeles geographical regions (both because of the involvement of Workman and Temple family members throughout these areas); and the Museum's interpretive era of 1830-1930—with the decades of the 1840s, 1870s and 1920s as focus ones. Artifacts of state and national significance, too, are often important for general context, such as with holidays, major events, politics, the military, and others.

Objects may not be acquired unless the Museum is able to adequately provide, following best practices established by such professional organization as the American Association of Museums, for the storage and housing, preservation and conservation, and general care of the artifacts. Moreover, objects are to remain in the collection provided they remain useful for the exhibition and research purposes stated above. When no longer useful, artifacts are to be deaccessioned, about which see below.

The Museum will also not acquire any object that was knowingly taken in illegally or illegally imported into the United States or collected and obtained under circumstances that involve illegal acts, irresponsible damage and destruction to flora and fauna, collecting sites, cultural monuments, or human burial places. The Museum staff may accept objects that were confiscated and offered to the institution by an authorized public agency.

When considering a gift or purchase, the Museum staff should take into account the transaction's circumstances, the reputation or representations of the donor or seller, available knowledge of the object's provenance or history, and be assured that there is no doubt as to the valid and legal title attached to the object when it is obtained by the City of Industry for the Homestead Museum. Otherwise, the object cannot be accepted into the collection. If needed, staff can consult with colleagues in the museum field or solicit legal counsel.

Title to all objects acquired for the Museum should be obtained free and clear of any lien or encumbrance, without limiting conditions, and from parties which have full authority to transfer the objects without reservation of any kind, as expressed in the Deed of Gift, the legal instrument by which the artifacts are acquired by the City of Industry for the Homestead Museum.

The Deed of Gift contains a description of the objects; a statement of offer from the donor confirmed by a signature; and acceptance by the City of Industry for the Homestead Museum acknowledged by signature from an appointed Museum representative. The signed document by the donor and Museum representative is legal acknowledgement that the City of Industry accepts ownership of the objects for Museum use and that the City, HRI and the Museum will abide by the terms and condition on the Deed of Gift. A copy is forwarded to the donor, while the original is kept in the object's accession record. If there are any variations from the above, approval must be obtained by the City of Industry and clearly stated in any instrument of conveyance. In such cases, these conditions are to be clearly noted in the Museum's object accession records.

Artifact Purchases

The purchase of artifacts for the Museum's collection is to be handled through the general budget, with \$10,000.00 appropriated yearly. The museum director has discretion for purchases up to \$100.00 each. For those ranging from \$100 to \$1,000, requests are forwarded for approval of the city manager, while those about \$1,000 are subject to City Council approval.

Dollar amount	Authority
> \$100.00	Museum Director
Between \$100.00 and \$1,000.00	City Manager
< \$1,000.00	City Council

If a potential purchase develops after the \$10,000.00 budget cap is reached, a request may be made to the city manager for consideration of approval.

For each purchase, a spreadsheet listing the item description, price paid by HRI and applicability to the collection and Museum's purposes will be maintained. HRI will be reimbursed from a monthly invoice, submitted at the same time as those for operational and program costs.

Incoming Loans

The Museum prefers City ownership of historic artifacts, though, in some cases, the Museum may accept loans for objects that have compelling exhibition or research value. This may be especially true for objects borrowed from other museums and historical organizations.

In these cases, a Deed of Loan is to be completed which describes the objects, specifies the period of loan and is signed by the lender and designated Museum representative. There is to be another set of signatures by the parties when the artifact is returned. If the period for lending is extended by mutual agreement of the owner and the Museum, it is to be reflected on the original Deed or a new Deed may be completed.

If the lender's address, phone number, e-mail address or other contact information changes and the Museum is not notified before the end of the period of loan and the lender does not reclaim their object, the provisions of California Civil Code Section 1899, et. seq., relative to unclaimed loaned property will apply.

Outgoing Loans

The Museum also will make short-term loans to other museums and historical organizations that have missions closely related to it for use in exhibitions, print and digital publications, and research. These loans will be subject to a loan form developed by the designated curatorial representative of the Museum, or Museum Director who will also be responsible for deciding to make such loans. The conditions of loans included in the loan form will include the duration of the loan by the borrower.

Borrowing institutions will make guarantees as to the proper handling, installation, exhibition, and security of Homestead Museum artifacts and will also assume any responsibility for damage and breakage of loaned objects. If deemed necessary, the borrowing institution may be required to insure artifacts loaned by the Homestead and this decision will be made by the Museum's designated curatorial representative or Museum Director before agreeing to make the loan.

When an artifact is consigned to a conservator, this is considered an outgoing loan and is subject to the procedures laid out above, though the City of Industry assumes responsibility for insuring objects loaned to conservators with the coverage subject to the deductible.

When a Museum paid staff member takes artifacts off-site for approved educational programs, such as off-site lectures, workshops and presentations, the City will also insure these artifacts.

Temporary Custody

On occasion, the Museum might be offered objects for consideration of a gift, purchase or loan, but designated curatorial staff might want to temporarily take custody of the items for the purposes of determining their authenticity, provenance, value or other aspects.

In such cases, a Temporary Custody Receipt will be completed providing detailed descriptions of the artifacts in question, stating the purposes for which the objects are temporarily held by the Museum, and clearly indicating when the objects will be returned to the owner if the Homestead declines to accept the objects. In case, the Museum does decide to acquire the artifacts, this decision shall be recorded both on the Temporary Custody Receipt and on the appropriate deed or other documents used for finalizing the transaction.

Any attributions as to provenance or assignments of values on the Temporary Custody Receipt are wholly and completely those of the owner and are not endorsed by the City of Industry or the Homestead Museum.

If, during the period in which the objects are held by the Homestead under temporary custody, ownership changes, the Museum is to be notified immediately of this change and is not to be held liable or responsible if not so informed.

Care of the Collection

The City of Industry, Historical Resources, Inc., and the Homestead Museum assume responsibility for the proper and reasonable care of artifacts taken into the museum's collection, including incoming loans. This includes the storage, security, handling, exhibition, research use and other conditions that involve the housing and use of acquired artifacts within the museum's collection.

Designated curatorial staff members take primary responsibility for the management of the collection, including proper storage, safety and security measures, pest control inspection for damage and deterioration, accepted display and exhibition standards, professional repairs and cleaning using best practices for museums. Any incoming or outgoing objects are to be handled with respect to packing and shipping according to established professional standards for museums.

Because of the size of the museum collection and staffing and resources, inventories are to be conducted on an ongoing and rotational basis, during which missing artifacts are to be noted, the storage and housing conditions are to be checked and conservation needs recorded. With respect to missing objects, every effort will be made to search elsewhere in museum storage before declaring the artifact lost. Catalog records will then be updated to reflect this change in status.

Safety and Security

The safety of museum staff, volunteers and visitors is of the utmost importance and museum storage areas shall be maintained so that hazards are minimized. This includes the proper storage of artifacts, supplies and materials, and other materials bearing in mind such potential problems as earthquake and fire, as well as keeping aisles, floor spaces and other areas clear of items that could cause injury.

As part of the museum's comprehensive Safety and Security program, the West Wing Storage and East Wing Storage rooms and other locations (bedroom closets and furniture, kitchen and

pantry cabinets, among others) of La Casa Nueva and the modular West Building are equipped with monitored fire and security alarms, fire extinguishers, first aid kits, telephones and safety ladders. Collections management staff will regularly walk all areas in which artifacts are stored to check on conditions that ensure safety and security procedures and policies are being met.

In the event of a major emergency, such as fire or earthquake, the first consideration is the safety of people with the artifact collection a very secondary matter. A Disaster Preparedness and Emergency Response plan was created as a guide for staff to mitigate, respond, and recover historic artifacts should a catastrophe occur.

The museum director will take charge of the response to any emergency and, in the absence of the museum director, the programs coordinator will fulfill this role. Specifically, regarding the artifact collection, the collections coordinator and collections assistant will, once personal safety is assured, be responsible for ensuring that storage and work areas are properly evacuated and secured.

Deaccessioning

The deaccessioning, or removal, of artifacts from the Museum's collection can take place for several reasons, including a determination that the object is a later replica; that its condition is not good enough for use; that it can better be utilized at a like institution; that a better example like it has recently been acquired; and others.

Pursuant to museum industry standards, priority is to be given by the city manager or assistant city manager to the transfer of such artifacts to a like institution, including a museum or historical society. In the event that such a transfer is unable to occur, sale of an artifact may be considered with proceeds directed to the Museum's budget, though this is always considered a last resort. Any questions regarding the appraisal of potentially high-value object considered for sale will be addressed on a case-by-case basis. Proceeds from any sale of artifacts are to be directed to the Special Fund and used only for Museum purposes.

It should be reiterated that any gift/donation to the museum is unrestricted and transfers all interests, rights and use of the artifact(s) to the City of Industry for the Homestead Museum, so deaccessioning is solely at the discretion of the City.

CITY COUNCIL

ITEM NO. 6.4



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council
FROM: Joshua Nelson, City Manager
STAFF: Mathew Hudson, Engineering Manager; James Cramsie, Director of Engineering, CNC Engineering
DATE: July 25, 2024
SUBJECT: Consideration of a Transfer Agreement with the Los Angeles County Flood Control District, for the transfer and acceptance of Municipal Funds from the Safe, Clean Water Program, through June 30, 2028

BACKGROUND

In November 2018, the voters of Los Angeles County approved, by more than a two thirds majority, Measure W, which is now referred to as the Safe, Clean Water Program ("SCW"). Measure W amended the Los Angeles County Flood Control District ("District") Code to establish the SCW Program. The purpose of the SCW Program is to provide funding for projects and programs to increase stormwater and urban runoff capture and reduce stormwater and urban runoff pollution, improving water quality, increasing water supply, and enhancing communities. The estimated annual revenue of the SCW Program is \$285 million. The revenue is generated by a special parcel tax on private properties in the Los Angeles County Flood Control District. The special parcel tax is based on the amount of impervious surface on a property. The special parcel tax is set at \$0.025/Square Foot of impervious area. The SCW Program established the Municipal Program, which will receive 40 percent of the revenue as a part of the measure's local return.

On June 9, 2020, the Los Angeles County Board of Supervisors approved the final version of the Municipal Transfer Agreement and authorized the District to retain and distribute all SCW Program funds.

On September 24, 2020, the City Council approved the Transfer Agreement and authorized the Mayor to sign the agreement. That agreement expired on June 30, 2024.

DISCUSSION

The District has been working on developing a new standard Transfer Agreement since early 2024. On June 27, 2024, the District distributed to municipalities the new agreement for execution. This agreement has a term through June 30, 2028.

Entering into the Transfer Agreement with the District will allow for the distribution of SCW Program funds to the City for use within the guidelines established under the District SCW Program Ordinance. The District has estimated that the City shall receive approximately \$1,600,000.00 in SCW Program funds on an annual basis. This amount may vary from year to year, as it is an estimate.

There are two (2) criteria for municipalities to receive the SCW Program funds. The first is the execution of the Transfer Agreement and the second is the submittal of an Annual Plan which describes how the funds are anticipated to be used in the forthcoming fiscal year. The executed

Transfer Agreement will expire every four (4) years, at which time, the parties will need to enter into a new agreement.

FISCAL IMPACT

The City will receive funds from the District for each fiscal year. For FY 2024-25, an estimated \$1,600,000.00 will be received for Measure W Taxes (Account No.107-200-4419). The City will have up to five years to expend the funds received in each fiscal year.

RECOMMENDATION

It is recommended that the City Council approve the Transfer Agreement with the Los Angeles County Flood Control District.

Attachments

A. Transfer Agreement Between the Los Angeles County Flood Control District and Industry, Agreement No. 2024MP35, for the Safe, Clean Water Program "Municipal Program

**TRANSFER AGREEMENT BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND INDUSTRY
AGREEMENT NO. 2024MP35
SAFE, CLEAN WATER PROGRAM – MUNICIPAL PROGRAM**

This Transfer Agreement, hereinafter referred to as "Agreement," is entered into as of

_____ by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and Industry, hereinafter referred to as "Municipality."

WHEREAS, District, pursuant to the Los Angeles Region Safe, Clean Water (SCW) Program ordinance (Chapter 16 of the Los Angeles County Flood Control District Code) and the SCW Program Implementation Ordinance (Chapter 18 of the Los Angeles County Flood Control District Code), administers the SCW Program for the purpose of funding Projects and Programs to increase stormwater and urban runoff capture and reduce stormwater and urban runoff pollution in the District;

WHEREAS, pursuant to Section 16.04.A.2. of the Los Angeles County Flood Control District Code, forty percent (40%) of annual SCW Program tax revenues shall be allocated to Municipalities within the District, in the same proportion as the amount of revenues collected within each Municipality, to be expended by those cities within the cities' respective jurisdictions and by the County within the unincorporated areas that are within the boundaries of the District, for the implementation, operation and maintenance, and administration of Projects and Programs, in accordance with the criteria and procedures established in this Chapters 16 and 18 of the Los Angeles County Flood Control District Code;

WHEREAS, pursuant to Section 16.05.A.1. of the Los Angeles County Flood Control District Code, prior to their receipt of SCW Program funds, Municipalities must enter into an agreement with the District to transfer SCW Program funds;

WHEREAS, the County of Los Angeles Board of Supervisors has approved a standard template Agreement, as required by and in accordance with Section 18.09 of the Los Angeles County Flood Control District Code, for the transfer of SCW Program funds to Municipalities.

NOW, THEREFORE, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Municipality, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

I. DEFINITIONS

The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code shall apply to this Agreement. In addition, the following definitions shall also apply:

"Agreement" means this Transfer Agreement, including all exhibits and attachments hereto.

"Annual Plan" means the plan referred to in Section 18.09.B.5 of the Code that includes the contents specified in Exhibit A.

"Code" means the Los Angeles County Flood Control District Code. "Days" means calendar days unless otherwise expressly indicated.

"Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year.

"Safe Clean Water (SCW) Program Payment" means the Municipality's annual allocation of SCW Program funds as described in Section 16.04.A.2. of the Code disbursed by the District to the Municipality.

"Year" means calendar year unless otherwise expressly indicated.

II. PARTY CONTACTS

The District and the Municipality designate the following individuals as the primary points of contact and communication regarding the Municipal Program and the administration and implementation of this Agreement.

Los Angeles County Flood Control District		Municipality: Industry	
Name:	Haris Harouny	Name:	
Address:	900 S Fremont Ave, Alhambra, CA 91803	Address:	
Phone:	(626) 300-2620	Phone:	

Email:	hharouny@dpw.lacounty.gov	Email:	
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Either party to this Agreement may change the individual identified as the primary point of contact above by providing written notice of the change to the other party.

III. EXHIBITS INCORPORATED BY REFERENCE

The following exhibits to this Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Agreement:

EXHIBIT A – ANNUAL PLAN CONTENTS

EXHIBIT B – GENERAL TERMS AND CONDITIONS

EXHIBIT C – NATURE-BASED SOLUTIONS (Best Management Practices)

EXHIBIT D – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

IV. MUNICIPAL PROGRAM IMPLEMENTATION

- A. The Municipality shall annually prepare and submit to the District, an Annual Plan. The Annual Plan shall be submitted not later than 90-days prior to the start of the Fiscal Year for which the Plan is prepared.
- B. The Municipality shall utilize the SCW Program Payments in compliance with Chapters 16 and 18 of the Code.
- C. The Municipality shall comply with the terms and conditions in Exhibits B, C, and D, of this Agreement, and all applicable provisions of Chapters 16 and 18 of the Code, specifically including, without limitation, Section 18.06.

V. SCW PROGRAM PAYMENTS TO MUNICIPALITIES

- A. SCW Program Payments will generally be available for disbursement by December 31, provided a duly executed transfer agreement is in effect and subject to the Municipality's compliance with the conditions described in paragraph B, below; however the District may, in its discretion, change the date and number of the actual disbursements for any Fiscal Year based on the amount and timing of revenues actually collected by the District.
- B. The District shall disburse the Municipality's SCW Program Payment upon satisfaction of the following conditions: (1) the District has received the Annual Progress/Expenditure Report required pursuant to Section 18.06.D of the Code; (2) the District has received Municipality's Annual Plan for that Fiscal Year, and (3) the Municipality has complied with the audit requirements of Section B-6 of Exhibit B.
- C. Notwithstanding any other provision of this Agreement, no disbursement shall be made at any time or in any manner that is in violation of or in conflict with federal, state, County laws, policies, or regulations.
- D. All disbursements shall be subject to and be made in accordance with the terms and conditions in this Agreement and Chapters 16 and 18 of the Code.

VI. TERM OF AGREEMENT

This Agreement shall expire at the end of the 2027-28 Fiscal Year. The parties shall thereafter enter into a new agreement based on the most recent standard template agreement approved by the Board.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

By: _____

Name:

Title:

Date: _____

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

By: _____

Name:

Title:

Date: _____

EXHIBIT A – ANNUAL PLAN CONTENTS

- A-1. Description of all projects anticipated to be funded using the SCW Program Payment. Include a discussion of how the projects will result in the achievement of one or more SCW Program Goals, including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.
- A-2. Description of all programs anticipated to be funded using the SCW Program Payment. Include a discussion of how the programs will result in the achievement of one or more SCW Program Goals; including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.
- A-3. Description of all operation and maintenance activities anticipated to be funded using the SCW Program Payment. Include a discussion of how those activities will result in the achievement of one or more SCW Program Goals. Additional operation and maintenance activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.
- A-4. Description of the stakeholder and community outreach/engagement activities anticipated to be funded with the SCW Program Payment, including discussion of how local NGOs or CBOs will be involved, if applicable, and if not, why. Additional outreach/engagement activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.
- A-5. Description of post-construction monitoring for projects completed using the SCW Program Payment. Additional post-construction monitoring activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.
- A-6. Provide the status of any projects that have been awarded (or are seeking award of) Institute for Sustainable Infrastructure (ISI) verification, if applicable.
- A-7. Provide the budget for the activities described in provisions A1 through A-5 SCW Program Payment.

EXHIBIT B – GENERAL TERMS AND CONDITIONS

B-1. Accounting and Deposit of Funding Disbursement

1. SCW Program Payments distributed to the Municipality shall be held in a separate interest-bearing account and shall not be combined with other funds. Interest earned from each account shall be used by the Municipality only for eligible expenditures consistent with the requirements of the SCW Program.
2. The Municipality shall not be entitled to interest earned on undisbursed SCW Program Payments; interest earned prior to disbursement is property of the District.
3. The Municipality shall operate in accordance with Generally Accepted Accounting Principles (GAAP).
4. The Municipality shall be strictly accountable for all funds, receipts, and disbursements for their SCW Program Payment.

B-2. Acknowledgement of Credit and Signage

The Municipality shall include appropriate acknowledgement of credit to the District's Safe, Clean Water Program for its support when promoting activities funded with SCW Program funds or using any data and/or information developed SCW Program funds. When the SCW Program Payment is used, in whole or in part, for construction of an infrastructure Project, signage shall be posted in a prominent location at Project site(s) or at the Municipality's headquarters and shall include the Safe, Clean Water Program color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." At a minimum the sign shall be 2' x 3' in size. The Municipality shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

When the SCW Program Payment is used, in whole or in part, for a scientific study, the Municipality shall include the following statement in the study report: "Funding for this study has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." The Municipality shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

B-3. Acquisition of Real Property - Covenant

Any real property acquired in whole or in part with SCW Program funds shall be used for Projects and Programs that are consistent with the SCW Program Goals and with the provisions of Chapter 16 and 18 of the Code.

Any Municipality that acquires the fee title to real property using, in whole or in part, SCW Program funds shall record a document in the office of the Registrar-Recorder/County

Clerk containing a covenant not to sell or otherwise convey the real property without the prior express written consent of the District, which consent shall not be unreasonably withheld.

B-4. Amendment

Except as provided in Section II of the Agreement, no amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral or written understanding or agreement not incorporated in this Agreement is binding on any of the parties.

B-5. Assignment

The Municipality shall not assign this Agreement.

B-6. Audit and Recordkeeping

1. The Municipality shall retain for a period of seven (7) years, all records necessary in accordance with Generally Accepted Accounting Principles to determine the amounts expended, and eligibility of Projects implemented using SCW Program Payments. The Municipality, upon demand by authorized representatives of the District, shall make such records available for examination and review or audit by the District or its authorized representatives. Records shall include accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files, including documentation covering negotiated settlements, invoices, and any other supporting evidence deemed necessary to substantiate charges related to SCW Program Payments and expenditures.
2. The Municipality is responsible for obtaining an independent audit to determine compliance with the terms and conditions of this Agreement and all requirements applicable to the Municipality contained in chapters 16 and 18 of the Code. Municipality shall obtain an independent audit of their SCW Program Payments every three (3) years. Audits shall be funded with Municipal Program funds.
3. Municipality shall file a copy of all audit reports by the ninth (9th) month from the end of each three (3) year period to detail the preceding three (3) years of expenditures. Audit reports shall be posted on the District's publicly accessible website. Due date example below.

Every Third Fiscal Year		
Fiscal Year	Audit Begins	Audit Report Due to District
2023-24	7/1/2027	No later than 3/31/2028

4. Upon reasonable advanced request, the Municipality shall permit the Chief Engineer to examine the infrastructure Projects using SCW Program Payments. The Municipality shall permit the authorized District representative, including the Auditor-Controller, to examine, review, audit, and transcribe any and all audit reports, other reports, books, accounts, papers, maps, and other records that relate to the SCW Program Payments. Examination activities are considered District administration of the SCW Program.
5. Expenditures determined by an audit to be in violation of any provision of Chapters 16 or 18 of the Code, or of this Agreement, shall be subject to the enforcement and remedy provisions of Section 18.14 of the Code.

B-7. Availability of Funds

District's obligation to disburse the SCW Program Payment is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason including, but not limited to, failure to fund allocations necessary for disbursement of the SCW Program Payment, the District shall not be obligated to make any disbursements to the Municipality under this Agreement. This provision shall be construed as a condition precedent to the obligation of the District to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Municipality with a right of priority for disbursement over any other Municipality. If any disbursements due to the Municipality under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the District that such disbursement will be made to the Municipality when sufficient funds do become available, but this intention is not binding. If this Agreement's funding for any Fiscal Year is reduced or deleted by order of the Board, the District shall have the option to either cancel this Agreement with no liability occurring to the District or offer an amendment to the Municipality to reflect the reduced amount.

B-8. Choice of Law

The laws of the State of California govern this Agreement.

B-9. Claims

Any claim of the Municipality is limited to the rights, remedies, and claims procedures provided to the Municipality under this Agreement. Municipal expenditures of a SCW Program Payment that involves the District shall utilize a separate and specific agreement to that Project that includes appropriate indemnification superseding that in this Agreement.

B-10. Compliance with SCW Program

The Municipality shall comply with and require its contractors and subcontractors to comply with all provisions of Chapters 16 and 18 of the Code.

B-11. Compliance with Law, Regulations, etc.

The Municipality shall, at all times, comply with and require its contractors and subcontractors to comply with all applicable local, state and federal laws, rules, guidelines, regulations, and requirements.

B-12. Continuous Use of Municipal Projects; Lease or Disposal of Municipal Projects

The Municipality shall not abandon, substantially discontinue use of, lease, or dispose of all or a significant part or portion of any Project funded in whole or in part with SCW Program Payments during the useful life (defined as 30 years unless specified otherwise in annual plans and subsequent reports) of the Project without prior written approval of the District. Such approval may be conditioned as determined to be appropriate by the District, including a condition requiring repayment of a pro rata amount of the SCW Program Payments used to fund the Project together with interest on said amount accruing from the date of lease or disposal of the Project.

B-13. Disputes

Should a dispute arise between the parties, the party asserting the dispute will notify the other parties in writing of the dispute. The parties will then meet and confer within 21 calendar days of the notice in a good faith attempt to resolve the dispute.

If the matter has not been resolved through the process set forth in the preceding paragraph, any party may initiate mediation of the dispute. Mediation will be before a retired judge or mediation service mutually agreeable to the parties. All costs of the mediation, including mediator fees, will be paid one-half by the District and one-half by the Municipality. SCW Program Payments shall not be used to pay for any costs of the mediation.

The parties will attempt to resolve any dispute through the process set forth above before filing any action relating to the dispute in any court of law.

B-14. Final Inspection and Certification of Registered Professional

Upon completion of the design phase and before construction of a project, the Municipality shall provide certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist) that the design has been completed.

Upon completion of the project, the Municipality shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Agreement.

B-15. Force Majeure.

In the event that Municipality is delayed or hindered from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials not related to the price thereof, riots, insurrection, war, or other reasons of a like nature beyond the control of the Municipality, then performance of such acts shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

B-16. Funding Considerations and Exclusions

1. All expenditures of SCW Program Payments by Municipality must comply with the provisions of Chapters 16 and 18 of the Los Angeles County Flood Control District Code, including but not limited to the provisions regarding eligible expenditures contained in Section 16.05.A.2 and the provision regarding ineligible expenditures contained in Section 16.05.A.3.
2. SCW Program Payments shall not be used in connection with any Project implemented as an Enhanced Compliance Action ("ECA") and/or Supplemental Environmental Project ("SEP") as defined by State Water Resources Control Board Office of Enforcement written policies, or any other Project implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; provided, however, that SCW funds may be used for a Project implemented pursuant to a time schedule order ("TSO") issued by the Los Angeles Regional Water Quality Control Board if, at the time the TSO was issued, the Project was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

B-17. Indemnification

The Municipality shall indemnify, defend and hold harmless the District, the County of Los Angeles and their elected and appointed officials, agents, and employees from and against any and all liability and expense, including defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage, arising from or in conjunction with: (1) any Project or Program implemented by the Municipality, in whole or in part, with SCW Program Payments or (2) any breach of this Agreement by the Municipality.

B-18. Independent Actor

The Municipality, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the District.

The Municipality shall not contract work with a contractor who is in a period of debarment from any agency within the District. (LACC Chapter 2.202)

B-19. Integration

This is an integrated Agreement. This Agreement is intended to be a full and complete statement of the terms of the agreement between the District and Municipality, and expressly supersedes any and all prior oral or written agreements, covenants, representations and warranties, express or implied, concerning the subject matter of this Agreement.

B-20. Lapsed Funds

1. The Municipality shall be able to carry over uncommitted SCW Program Payments for up to five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Municipality.
2. If the Municipality is unable to expend the SCW Program Payment within five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Municipality, then lapsed funding procedures will

apply. Lapsed funds are funds that were transferred to the Municipality but were not committed to eligible expenditures by the end of the fifth (5th) fiscal year after the fiscal year in which those funds were transferred from the District.

3. Lapsed funds shall be allocated by the Watershed Area Steering Committee of the respective Watershed Area to a new Project with benefit to that Municipality, if feasible in a reasonable time frame, or otherwise to the Watershed Area.
4. In the event that funds are to lapse, due to circumstances beyond the Municipality's control, then the Municipality may request an extension of up to twelve (12) months in which to commit the funds to eligible expenditures. Extension Requests must contain sufficient justification and be submitted to the District in writing no later than three (3) months before the funds are to lapse.
5. The decision to grant an extension is at the sole discretion of the District.
6. Funds still uncommitted to eligible expenditures after an extension is granted will be subject to lapsed funding procedures without exception. Example Below.

<u>Fiscal Year Transferred</u>	<u>Funds Lapse After</u>	<u>Extension Request Due</u>	<u>Commit By</u>
2019-20	6/30/2025	No later than 3/31/2025	No later than 6/30/2026

B-21. Municipal Project Access

Upon reasonable advance request, the Municipality shall ensure that the District or any authorized representative, will have safe and suitable access to the site of any Project implemented by the Municipality in whole or in part with SCW Program Payments at all reasonable times.

B-22. Non-Discrimination

The Municipality agrees to abide by all federal, state, and County laws, regulations, and policies regarding non-discrimination in employment and equal employment opportunity.

B-23. No Third-Party Rights

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein

B-24. Notice

1. The Municipality shall notify the District in writing within five (5) working days of the occurrence of the following:
 - a. Bankruptcy, insolvency, receivership or similar event of the Municipality; or
 - b. Actions taken pursuant to State law in anticipation of filing for bankruptcy.
2. The Municipality shall notify the District within ten (10) working days of any litigation pending or threatened against the Municipality regarding its continued existence, consideration of dissolution, or disincorporation.
3. The Municipality shall notify the District promptly of the following:
 - a. Any significant deviation from the submitted Annual Plan for the current Fiscal Year, including discussion of any major changes to the scope of funded projects or programs, noteworthy delays in implementation, reduction in benefits or community engagement, and/or modifications that change the SCW Program Goals intended to be accomplished.
 - b. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Municipality agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the District has determined what actions should be taken to protect and preserve the resource. The Municipality agrees to implement appropriate actions as directed by the District.
 - c. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by District representatives with at least fourteen (14) days' notice to the District.

B-25. Municipality's Responsibility for Work

The Municipality shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Municipality shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The District will not mediate disputes between the Municipality and any other entity concerning responsibility for performance of work.

B-26. Reporting

The Municipality shall be subject to and comply with all applicable requirements of the District regarding reporting requirements. Municipalities shall report available data through the SCW Reporting Module, once available.

1. Annual Progress/Expenditure Reports. The Municipality shall submit Annual Progress/Expenditure Reports, using a format provided by the District, within six (6) months following the end of the Fiscal Year to the District to detail the activities of the prior year. The Annual Progress/Expenditure Reports shall be posted on the District's publicly accessible website and on the Municipality's website. The Annual Progress/Expenditure Report shall include:
 - a. Amount of funds received;
 - b. Breakdown of how the SCW Program Payment has been expended;
 - c. Documentation that the SCW Program Payment was used for eligible expenditures in accordance with Chapters 16 and 18 of the Code;
 - d. Description of activities that have occurred, milestones achieved, and progress made to date, during the applicable reporting period including comparison to the Annual Plan and corresponding metrics;
 - e. Discussion of any existing gaps between what was planned and what was achieved for the prior year, include any lessons learned;
 - f. Description of the Water Quality Benefits, Water Supply Benefits, and Community Investment Benefits and a summary of how SCW Program Payments have been used to achieve SCW Program Goals for the prior year, including graphical representation of available data and specific metrics to demonstrate the benefits being achieved through the years' investments.
 - g. Discussion of alignment with other local, regional, and state efforts, resources, and plans, as applicable. This includes discussion of opportunities for addressing additional SCW Program Goals, leveraging SCW Program Goals, and increasing regional capacity to supplement the SCW Program.
 - h. Additional financial or Project-related information in connection with activity funded in whole or in part using SCW Program Payments as required by the District.
 - i. Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), that projects implemented with SCW Program Payments were conducted in accordance with Chapters 16 and 18 of the Code.
 - j. Report on annual and total (since inception of program) benefits provided by programs and projects funded by SCW Program Payment. This includes comparisons to annual plans and alignment with corresponding specific quantitative targets and metrics (note that SCW Reporting Module will facilitate calculation of benefits and graphical representation of pertinent data):
 - i. Annual volume of stormwater captured and treated
 - ii. Annual volume of stormwater captured and reused
 - iii. Annual volume of stormwater captured and recharged to a managed aquifer
 - iv. Annual creation, enhancement, or restoration of Community Investment Benefits. If none, discuss considerations explored and reasons to not include.
 - v. Annual acreage increases in Nature-Based Solutions and claimed level of NBS (with matrix demonstrating determination of good, better, best, as outlined in Exhibit C). If none, discuss considerations explored and reasons to not include.
 - vi. Annual expenditures providing DAC Benefits. If none, discuss considerations explored and reasons to not include.
2. Documentation of the Community Outreach and Engagement utilized for and/or achieved with the SCW Program Payment described in the Annual Plan Exhibit A. This information must be readily accessible to members of the public.
3. As Needed Information or Reports. The Municipality agrees to promptly provide such reports, data, and information as may be reasonably requested by the District including, but not limited to material necessary or appropriate for evaluation of the SCW Program or to fulfill any reporting requirements of the County, state or federal government.

B-27. Representations, Warranties, and Commitments

The Municipality represents, warrants, and commits as follows:

1. Authorization and Validity. The execution and delivery of this Agreement, including all incorporated documents, by the individual signing on behalf of Municipality, has been duly authorized by the governing body of Municipality, as applicable. This Agreement constitutes a valid and binding obligation of the Municipality, enforceable in accordance with its terms, except as such enforcement may be limited by law.
2. No Violations. The execution, delivery, and performance by the Municipality of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which the Municipality is a party or by which the Municipality is bound as of the date set forth on the first page hereof.
3. No Litigation. There are no pending or, to the Municipality's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which affect the

Municipality's ability to complete the Annual Plan.

4. Solvency. None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of the Municipality. As of the date set forth on the first page hereof, the Municipality is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Municipality is able to pay its debts as they become due.
5. Legal Status and Eligibility. The Municipality is duly organized and existing and in good standing under the laws of the State of California. The Municipality shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority.
6. Good Standing. The Municipality must demonstrate it has not failed to comply with previous County and/or District audit disallowances within the preceding five years.

B-28. Travel

Any reimbursement for necessary ground transportation and lodging shall be at rates not to exceed those set by the California Department of Human Resources; per diem costs will not be eligible expenses. These rates may be found at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred by the Municipality. No travel outside the Los Angeles County Flood Control District region shall be reimbursed unless prior written authorization is obtained from the Program Manager.

B-29. Unenforceable Provision

In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

B-30. Withholding of Disbursements and Material Violations

Notwithstanding any other provision of this Agreement, the District may withhold all or any portion of the SCW Program Payment for any Fiscal Year in the event that:

1. The Municipality has violated any provision of this Agreement; or
2. The Municipality fails to maintain reasonable progress in achieving SCW Program Goals, following an opportunity to cure.
3. Failure to remain in Good Standing, described in Section B-26 of Exhibit B.
4. Failure to submit annual reports on meeting SCW Program Goals.

EXHIBIT C – NATURE BASED SOLUTIONS (NBS) BEST MANAGEMENT PRACTICES

Municipalities shall consider incorporation of Nature-based solutions (NBS) into their projects. NBS refers to the sustainable management and use of nature for undertaking socio-environmental challenges, including climate change, water security, water pollution, food security, human health, and disaster risk management. As this environmental management practice is increasingly incorporated into projects for the SCW Program, this guidance document may be expanded upon to further quantify NBS practices based on benefits derived from their incorporation on projects. The SCW Program defines NBS as a Project that utilizes natural processes that slow, detain, infiltrate or filter Stormwater or Urban Runoff. These methods may include relying predominantly on soils and vegetation; increasing the permeability of Impermeable Areas; protecting undeveloped mountains and floodplains; creating and restoring riparian habitat and wetlands; creating rain gardens, bioswales, and parkway basins; enhancing soil through composting, mulching; and, planting trees and vegetation, with preference for native species. NBS may also be designed to provide additional benefits such as sequestering carbon, supporting biodiversity, providing shade, creating and enhancing parks and open space, and improving quality of life for surrounding communities. NBS include Projects that mimic natural processes, such as green streets, spreading grounds and planted areas with water storage capacity. NBS may capture stormwater to improve water quality, collect water for reuse or aquifer recharge, or to support vegetation growth utilizing natural processes.

Municipalities are to include in each Annual Progress/Expenditure Report whether and how their project achieves a good, better, or best for each of the 6 NBS methods in accordance with the guidance below. Additionally, Annual Progress/ Expenditure Reports should include discussion on any considerations taken to maximize the class within each method. If at least 3 methods score within a single class, the overall project can be characterized as that class. Municipalities must attach a copy of the matrix for each project with the good, better, or best column indicated for each method, to facilitate District tracking of methods being utilized.

METHODS	GOOD	BETTER	BEST
Vegetation/Green Space	Use of climate appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 5%-15% covered by new climate-appropriate vegetation	Use of native, climate appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 16%-35% covered by new native vegetation	Establishment of plant communities with a diversity of native vegetation (groundcover, shrubs, and trees) / green space that is both native and climate-appropriate More than 35% covered by new native vegetation
Increase of Permeability	Installation of vegetated landscape – 25%-49% paved area removed Redesign of existing impermeable surfaces and/or installation of permeable surfaces (e.g. permeable pavement and infiltration trenches)	Installation of vegetated landscape – 50%-74% paved area removed Improvements of soil health (e.g., compaction reduction)	Installation of vegetated landscape – 75%-100% paved area removed Creation of well-connected and self-sustained natural landscapes with healthy soils, permeable surfaces, and appropriate vegetation
Protection of Undeveloped Mountains & Floodplains	<ul style="list-style-type: none"> ● Preservation of native vegetation ● Minimal negative impact to existing drainage system 	<ul style="list-style-type: none"> ● Preservation of native vegetation ● Installation of new feature(s) to improve existing drainage system 	<ul style="list-style-type: none"> ● Creation of open green space ● Installation of features to improve natural hydrology

<p>Creation & Restoration of Riparian Habitat & Wetlands</p>	<ul style="list-style-type: none"> ● Partial restoration of existing riparian habitat and wetlands □ Planting of climate appropriate vegetation between 11 and 20 different climate appropriate or native plant species newly planted ● No potable water used to sustain the wetland 	<ul style="list-style-type: none"> ● Full restoration of existing riparian habitat and wetlands ● Planting of native vegetation - between 21 and 40 different native plant species newly planted ● No potable water used to sustain the wetland 	<ul style="list-style-type: none"> ● Full restoration and expansion of existing riparian habitat and wetlands Planting of plant communities with a diversity of native vegetation – between 41 and 50 different native plant species newly planted ● No potable water used to sustain the wetland
<p>New Landscape Elements</p>	<p>Elements designed to capture runoff for other simple usage (e.g. rain gardens and cisterns), capturing the 85th percentile 24-hour storm event for at least 50% of the entire parcel</p>	<p>Elements that design to capture/redirect runoff and filter pollution (e.g. bioswales and parkway basins), capturing the 85th percentile 24-hour storm event from the entire parcel</p>	<p>Large sized elements that capture and treat runoff to supplement or replace existing water systems (e.g. wetlands, daylighting streams, groundwater infiltration, floodplain reclamation), capturing the 90th percentile 24-hour storm event from the entire parcel and/or capturing off-site runoff</p>
<p>Enhancement of Soil</p>	<p>Use of soil amendments such as mulch and compost to retain moisture in the soil and prevent erosion Planting of new climate appropriate vegetation to enhance soil organic matter</p>	<p>Use of soil amendments such as mulch and compost that are locally generated to retain moisture in the soil, prevent erosion, and support locally based composting and other soil enhancement activities Planting of new native, climate-appropriate vegetation to enhance soil organic matter</p>	<p>Use of soil amendments such as mulch and compost that are locally generated, especially use of next-generation design with regenerative adsorbents (e.g. woodchips, biochar) to retain moisture in the soil, prevent erosion, and support on-site composting and other soil enhancement activities Planting of new native, climate appropriate vegetation to enhance soil organic matter</p>

EXHIBIT D – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

Municipalities shall operate and maintain infrastructure projects for the useful life of the project and are to consider using the following guidance for operations and maintenance for infrastructure projects. Operational maintenance is the care and upkeep of Projects that may require detailed technical knowledge of the Project's function and design. Project specific operational and maintenance plans shall consider the activities listed below and set forth specific activities and frequencies (not limited to those below) as determined to be appropriate by the Municipalities and best practices, including stakeholder engagement as applicable. Operational maintenance is to be performed by the operator of the Project with a purpose to make the operator aware of the state of readiness of the Project to deliver stormwater and urban runoff benefits.

1. Litter Control
 - Regular removal of litter, nonhazardous waste materials, and accumulated debris near planted areas, rock areas, decomposed granite areas, rest areas, fence perimeters, adjoining access roads and driveways, drains, pedestrian trails, viewing stations, shelter houses, and bicycle pathways.
 - Regular inspection and maintenance of pet waste stations.
 - Maintaining trash receptacles.
 - Removal of trash, debris, and blockages from bioswales.
 - Inspection and cleaning of trash booms.
 - Inspection of weir gates and stop logs to clean debris, as required.
2. Vegetation Maintenance
 - Weed control
 - Recognition and removal of weeds, such as perennial weeds, morning glory, vine-type weeds, ragweed, and other underground spreading weeds.
 - Avoiding activities that result in weed seed germination (e.g. frequent soil cultivation near trees or shrubs).
 - Regular removal of weeds from landscape areas, including from berms, painted areas, rock areas, gravel areas, pavement cracks along access roads and driveways, drains, pedestrian trails, viewing stations, park shelters, and bicycle paths.
 - Tree and shrubbery trimming and care
 - Removal of dead trees and elimination of diseased/damaged growth.
 - Prevent encroachment of adjacent property and provide vertical clearance.
 - Inspect for dead or diseased plants regularly.
 - Wetland vegetation and landscape maintenance
 - Installation and maintenance of hydrophytic and emergent plants in perennially wet and seasonal, intermittent habitats.
 - Draining and drawdown of wetland and excessive bulrush removal
 - Weed and nuisance plant control.
 - Removal of aquatic vegetation (e.g. algae and primrose) using appropriate watercraft and harvesting equipment.
 - Wildflower and meadow maintenance.
 - Grass, sedge, and yarrow management.
 - Removal of unwanted hydroseed.
3. Wildlife Management
 - Exotic species control.
 - Provide habitat management; promote growth of plants at appropriate densities and promote habitat structure for animal species.
 - Protect sensitive animal species (e.g. protection during critical life stages including breeding and migration).
 - Avoid disturbances to nesting birds.
 - Avoid spread of invasive aquatic species.
4. Facility Inspection
 - Inspect project sites for rodent and insect infestations on a regular basis.
 - Inspect for and report graffiti in shelter houses, viewing stations, benches, paving surfaces, walls, fences, and educational and directional signs.
 - Inspect facilities for hazardous conditions on roads and trails (e.g. access roads and trails, decomposed granite pathways, and maintenance roads).

- Inspect shade structures for structural damage or defacement.
- Inspect hardscapes.
- Inspect and maintain interpretive and informational signs.
- Inspect site furnishings (e.g. benches, hitching posts, bicycle racks).
- Maintain deck areas (e.g. benches, signs, decking surfaces).
- Visually inspect weirs and flap gates for damage; grease to prevent locking.
- Inspect all structures after major storm events, periodically inspect every 3 months, and operate gates through full cycles to prevent them from locking up.

5. Irrigation System Management

- Ensuring automatic irrigation controllers are functioning properly and providing various plant species with proper amount of water.
 - Cycle controller(s) through each station manually and automatically to determine if all facets are functioning properly.
 - Inspection should be performed at least monthly.
 - Recover, replace, or refasten displaced or damaged valve box covers.
 - Inspect and repair bubbler heads.
 - Repair or replace broken drip lines or emitters causing a loss of water (to prevent ponding and erosion).
 - Maintain drip system filters to prevent emitters from clogging. Inspection and cleaning should occur at least monthly.
 - Inspect and clean mainline filters, wye strainers, basket filters, and filters at backflow devices twice a year.
 - Maintain and check function of the drip system.
- Keeping irrigation control boxes clear of vegetation.
- Operating irrigation system to ensure it does not cause excessively wet, waterlogged areas, and slope failure.
- Utilizing infrequent deep watering techniques to encourage deep rooting, drought tolerant plant characteristics to promote a self-sustaining, irrigation free landscape.
- Determine watering schedules based on season, weather, variation in plant size, and plant varieties. At least four times a year (e.g. change of season), reschedule controller systems.
- Turn off irrigation systems at the controller at the beginning of the rainy season, or when the soil has a high enough moisture content.
- Use moisture sensing devices to determine water penetration in soil.

6. Erosion Management and Control

- Inspect slopes for erosion during each maintenance activity.
- Inspect basins for erosion.
- Take corrective measures as needed, including filling eroded surfaces, reinstalling or extending bank protection, and replanting exposed soil.

7. Ongoing Monitoring Activities

- Monitor controllable intake water flow and water elevation.
- Examine inflow and outflow structures to ensure devices are functioning properly and are free of obstructions.
- Water quality sampling (quarterly, unless justified otherwise).
- Checking telemetry equipment.
- Tracking and reporting inspection and maintenance records.

8. Vector and Nuisance Insect Control

- Monitoring for the presence of vector and nuisance insect species.
- Adequate pretreatment of influent wastewater to lessen production of larval mosquitos.
- Managing emergent vegetation.
- Using hydraulic control structures to rapidly dewater emergent marsh areas.
- Managing flow velocities to reduce propagation of vectors.

CITY COUNCIL

ITEM NO. 6.5

Backup Material will be distributed prior to Meeting

CITY COUNCIL MEETING
JULY 25, 2024

ITEM NO. 6.5
HANDOUT



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Mathew Hudson, Engineering Manager
Justin Aguilar, Field Operations Project Manager, CNC Engineering

DATE: July 25, 2024

SUBJECT: Consideration of Amendment No. 2 to the Maintenance Services Agreement with Janus Pest Management, Inc., for pest control services, extending the term through June 30, 2025, revising the scope of services and revising the rate schedule

Background:

On April 22, 2021, the City Council (“City”) approved a Maintenance Services Agreement (“Agreement”) with Janus Pest Management (“Janus”) in the amount of \$240,000.00, through June 30, 2024. Janus has a long-standing relationship with the City, through its provision of pest control services at the following locations: Homestead Museum, City Hall, Industry Business Council/Chamber of Commerce, Youth Activities League offices/Post Office, Tonner Canyon/Boy Scout Reserve, Metrolink Station, Industry Business Center West, Parcel at Chestnut Street/Anaheim-Puente Road, Helipad Parking Lot and Helipad. A contingency was also included for unforeseen needs of pest and rodent control within the public right of way.

On October 12, 2022, the City Council approved Amendment No. 1 to revise the scope of services and the rate schedule to remove the Industry Business Center and Chestnut Street/Anaheim-Puente Road from the service areas and to include the property at 205 Hudson Avenue. The address for the City was also updated.

Discussion:

The Agreement expired on June 30, 2024 and Staff recommends extending the term for a one year extension through June 30, 2025 for Janus to continue providing pest control services citywide. The scope of services is also amended to add pest control and mosquito treatments at the El Encanto property. Amendment No. 2 is necessary to update the rate schedule to reflect Janus’ current rates.

Fiscal Impact:

There is sufficient budget remaining on the contract to cover the ongoing services. In the adopted Fiscal Year 2024-2025 General Fund budget, budgets have been approved in various accounts based on the property locations laid out in the rate schedule.

Recommendation:

It is recommended that the City Council approve Amendment No. 2 to the Maintenance Services Agreement with Janus Pest Management

Exhibit:

- A. Amendment No. 2 to the Maintenance Services Agreement with Janus Pest Management dated July 25, 2024

JN/MH/JA:jf

EXHIBIT A

Amendment No. 2 to the Maintenance Services Agreement with Janus Pest
Management dated July 25, 2024

[Attached]

**AMENDMENT NO. 2
TO MAINTENANCE SERVICES AGREEMENT WITH
JANUS PEST MANAGEMENT, INC.**

This Amendment No. 2 to the Maintenance Services Agreement (“Agreement”) is made and entered into this 25th day of July, 2024, (“Effective Date”) by and between the City of Industry (“City”), a municipal corporation, and Janus Pest Management, Inc., a California corporation, (“Contractor”). City and Contractor are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about April 22, 2021, the City Council approved the Agreement with Contractor to provide pest control services citywide; and

WHEREAS, on or about October 13, 2022, Amendment No. 1 was approved to amend the scope of services, the rate schedule to reflect Contractor’s current rates, and update the addresses for the City; and

WHEREAS, the Agreement expired on June 30, 2024, the Parties desire to extend the term of the Agreement through June 30, 2025, to allow Contractor to continue providing pest control services. Additionally, it is necessary to revise the scope of services to include mosquito and pest control services at the El Encanto property and the Tonner Canyon camp master building, and revise the rate schedule to reflect Contractor’s current rates; and

WHEREAS, for the reasons set forth herein, City and Contractor desire to enter into this Amendment No. 2, as set forth below.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, it is agreed the aforesaid Agreement, a copy of which is attached hereto as Exhibit A, and incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided:

1. TERM

Section 1 is hereby revised to read in its entirety as follows:

The Agreement shall commence on the July 1, 2024, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2025, unless sooner terminated to the provisions of this Agreement. Notwithstanding the foregoing, the City Manager may extend the Term of the Agreement for two (2) one-year terms.

Exhibit A, Scope of Services

The Scope of Services is hereby rescinded in its entirety and replaced with the services set forth in Attachment No. 1 attached hereto, and incorporated herein by reference.

Exhibit B, Rate Schedule

The Rate Schedule is hereby rescinded in its entirety and replaced with the rates set forth in Attachment No. 2 attached hereto, and incorporated herein by reference.

The person or persons executing this Agreement on behalf of Contractor represents and warrants that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Contractor to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 to the Agreement as of the Effective Date.

“CITY”
City of Industry

“CONTRACTOR”
Janus Pest Management, Inc.

By: _____
Joshua Nelson, City Manager

By: _____
Kristina Spicer, Operations Manager

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

ATTACHMENT 1

EXHIBIT A

SCOPE OF SERVICES

Contractor shall provide pest management services, which includes, but is not limited to, monthly visits for prevention of rodent and pest infestations, the control of bugs, termites, bees, rodents, ground squirrels and any other pest control services as directed by the City. Services will be provided at the following locations, at the frequency noted:

Location	Frequency
Homestead Museum	Two Times – Monthly Service. Exterior-General Pest (Occasional Interior)
City Hall	Monthly Service. Exterior-General Pest
Industry Business Council	Monthly Service. Exterior-General Pest
Youth Athletic League offices/Post Office	Monthly Service. Exterior-General Pest
Tonner Canyon/Boy Scout Reserve	<ul style="list-style-type: none">• Quarterly Service. Guard Shack. Exterior-General Pest• Monthly Service. Camp Masters Building. General Pest• Monthly Service. Camp Courage. General Pest• Monthly Service. Restroom Shower Building. General Pest• Quarterly Service. Guard Shack. General Pest• Two Times – Weekly Rodent. Camp Courage Master Bunkhouse, restrooms, showers: May-August. Rodent Control• Monthly Rodent. Camp Courage. Monthly Sept-April: Tents only repellent. Rodent Control• Weekly Service. Camp Courage. June-Aug Weekly disinfection for 4 Camp Courage Tents, Treat bare mattress pads on twin bunks. Rodent Disinfection• Annual Rodent Device Install. Camp Courage Tents Add devices to 4 tents. 1x per year. Rodent

	<ul style="list-style-type: none"> • Annual Rodent Devices Install. Camp Courage, Camp Master Bunkhouse, restrooms, showers – 1x per year. Rodent Control • 2x – Weekly Rodent. Comp Courage Tests May-August – 4 Tents. Rodent Control • Monthly Service. Camp Courage Tents. May-August. Monthly treatment of tents for General Pest • Rodent Cleanup – Annual. Camp Master, Camp Courage, tents, restrooms, and showers May – 1x per year
Metrolink Station	Monthly Service. Exterior-General Pest
Helipad	Ground Squirrel Trapping. 2x Monthly
Helipad Parking Lot	Ground Squirrel Trapping. 2x Monthly
205 Hudson Avenue (Youth Athletic League)	Monthly Service. Exterior-General Pest
Public Right of Way	As needed services
El Encanto Healthcare	3 in 2 Care Traps – 1x per month
El Encanto Healthcare	4 in 2 Care Traps – 2x per month price per service April thru December approx. 9 months
El Encanto Healthcare	Mosquito Treatment – 2x per month April thru December approx. 9 months

ATTACHMENT 2**EXHIBIT B****RATE SCHEDULE**

Location	Address	Unit Price	Cost
Homestead Museum	15415 Don Julian	\$660.00	\$7,920.00
City Hall	15625 Mayor Dave Way	\$155.00	\$1,860.00
Industry Manufacturers Council/Industry Business Council/Chamber of Commerce	15651 Mayor Dave Way	\$155.00	\$1,860.00
Youth Athletic League offices/ Post Office	15660 Mayor Dave Way / 15559 Rausch Rd	\$95.00	\$1,140.00
Tonner Canyon/Boy Scout Reserve – Guard Shack	19001 Tonner Canyon Rd	\$125.00	\$500.00
Tonner Canyon/Boy Scout Reserve – Camp Master Building	19001 Tonner Canyon Rd	\$115.00	\$1,380.00
Tonner Canyon/Boy Scout Reserve – Camp Courage	19001 Tonner Canyon Rd	\$130.00	\$1,560.00
Tonner Canyon/Boy Scout Reserve – Restroom Shower Building	19001 Tonner Canyon Rd	\$85.00	\$1,020.00
Tonner Canyon/Boy Scout Reserve – Camp Courage Master Bunkhouse, Restrooms, Showers	19001 Tonner Canyon Rd	\$155.00	\$5,580.00
Tonner Canyon/Scout Reserve – Camp Courage – Tents Only	19001 Tonner Canyon Rd	\$155.00	\$1,240
Tonner Canyon/Boy Scout Reserve – Camp Courage Weekly Disinfection	19001 Tonner Canyon Rd	\$190.00	\$2,660.00
Tonner Canyon/Boy Scout Reserve – Camp Courage Tents	19001 Tonner Canyon Rd	\$375.00	\$375.00
Tonner Canyon/Boy Scout Reserve – Camp Courage, Camp Master Bunkhouse, Restrooms, Showers	19001 Tonner Canyon Rd	\$375.00	\$375.00
Tonner Canyon/Boy Scout Reserve – Camp Courage Tents	19001 Tonner Canyon Rd	\$155.00	\$5,580.00
Tonner Canyon/Boy Scout Reserve – Camp Courage Tents	19001 Tonner Canyon Rd	\$85.00	\$340.00

Tonner Canyon/Boy Scout Reserve – Camp Master, Camp Courage, Tents, Restrooms and Showers	19001 Tonner Canyon Rd	\$4,800.00	\$4,800.00
Industry Station – Metrolink	600 Brea Canyon	\$75.00	\$450.00
City of Industry – Lot East of Helipad	15400 Stafford Street	\$243.00	\$5,832.00
City of Industry - Helipad	15252 Stafford Street	\$150.00	\$3,660.00
Sheriff Station Community Service Center/Youth Activities League	205 N. Hudson Avenue	\$85.00	\$1,020.00
El Encanto Healthcare	555 El Encanto Road	\$105.00	\$1,260.00
El Encanto Healthcare	555 El Encanto Road	\$280.00	\$5,040.00
El Encanto Healthcare	555 El Encanto Road	\$290.00	\$5,220.00
Public Right of Way (Contingency)			\$15,000.00

EXHIBIT A TO AMENDMENT NO. 2
MAINTENANCE SERVICES AGREEMENT WITH JANUS PEST MANAGEMENT
INC. DATED APRIL 22, 2021

CITY OF INDUSTRY

MAINTENANCE SERVICES AGREEMENT

This MAINTENANCE SERVICES AGREEMENT ("Agreement"), is made and effective as of April 22, 2021 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Janus Pest Management, Inc. a California corporation ("Contractor"). The City and Contractor are hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, City desires to engage Contractor to perform the services described herein, and Contractor desires to perform such services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Contractor agree as follows:

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2024, unless sooner terminated pursuant to the provisions of this Agreement. Notwithstanding the foregoing, the City Manager may extend the Term of the Agreement for two (2) one-year terms.

2. SERVICES

(a) Contractor shall perform the tasks ("Services") described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. ("Scope of Services"). Tasks other than those specifically described in the Scope of Services shall not be performed without prior written approval of the City. The Services shall be performed by Contractor, unless prior written approval is first obtained from the City. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

(b) City shall have the right to request, in writing, changes to the Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

(c) Contractor shall perform all Services in a manner reasonably satisfactory to the City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing pest control services, serving a municipal agency.

(d) Contractor shall comply with all applicable federal, state, and local laws,

regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict-of-interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). During the term of this Agreement, Contractor shall not perform any work for another person or entity for whom Contractor was not working on the Effective Date if both (i) such work would require Contractor to abstain from a decision under this Agreement pursuant to a conflict-of-interest statute or law; and (ii) City has not consented in writing to Contractor's performance of such work. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Contractor hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Contractor was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of Government Code §1090 *et. seq.*, the entire Agreement is void and Contractor will not be entitled to any compensation for Services performed pursuant to this Agreement, and Contractor will be required to reimburse the City for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

(e) Contractor represents that it has, or will secure at its own expense, all licensed personnel required to perform the Services. All Services shall be performed by Contractor or under its supervision, and all personnel engaged in the Services shall be qualified and licensed to perform such services.

3. MANAGEMENT

City Manager shall represent the City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Contractor, but shall have no authority to modify the Services or the compensation due to Contractor.

4. PAYMENT

(a) The City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Two Hundred Forty Thousand Dollars (\$240,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by City and Contractor at the time City's written authorization is given to Contractor for the performance of said services.

(c) Contractor shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

5. SUSPENSION OR TERMINATION OF AGREEMENT

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor shall submit an invoice to the City pursuant to Section 5 of this Agreement.

6. OWNERSHIP OF DOCUMENTS

(a) Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to review such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files, Contractor shall make available to the City, at the Contractor's office, and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Contractor hereby grants to City all right, title, and interest,

including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Contractor in the course of providing the services under this Agreement. All reports, documents, or other written material developed by Contractor in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

7. INDEMNIFICATION

(a) Indemnity for professional liability

When the law establishes a professional standard of care for Contractor's Services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless the City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, agents, employees or subcontractors (or any agency or individual that Contractor shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnity for other than professional liability

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

(c) DUTY TO DEFEND. In the event the City, its officers, employees, agents and/or volunteers are made a party to any action, claim, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by City, Contractor shall have an immediate duty to defend the City at Contractor's cost or at City's option, to reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

Payment by City is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Contractor and City, as to whether liability arises from the sole negligence of the City or its officers, employees, or agents, Contractor will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the City as solely negligent. Contractor will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

8. INSURANCE

Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached hereto and incorporated herein by reference.

9. INDEPENDENT CONTRACTOR

(a) Contractor is and shall at all times remain as to the City a wholly independent Contractor and/or independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.

(b) No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

(c) Contractor shall indemnify, defend and hold harmless, the City, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including contributions to any retirement and/or pension plan, legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Contractor's or by any individual or agency for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractor of Contractor, service as an independent contractor. The provisions of this Section 9(c) are effective as of January 1, 2020. The indemnity provisions set forth in this Section 9(c) shall survive the termination of this Agreement, and are in addition to any other rights or remedies the City may have under the law.

10. LEGAL RESPONSIBILITIES

The Contractor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this Section.

11. UNDUE INFLUENCE

Contractor declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents, or subcontractors, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order. (b) 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 ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Contractor is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Contractor in such proceeding, Contractor agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City:	City of Industry 15625 E. Stafford, Suite 100 City of Industry, CA 91744 Attention: City Manager
With a Copy To:	Casso & Sparks, LLP 13300 Crossroads Parkway North, Suite 410 City of Industry, CA 91746 Attention: James M. Casso, City Attorney
To Contractor:	Janus Pest Management, Inc. P.O. Box 4649 San Dimas, CA 91773 Attn: Kristina Spicer, Operations Manager

15. ASSIGNMENT

The Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City.

Before retaining or contracting with any subcontractor for any services under this Agreement, Contractor shall provide City with the identity of the proposed subcontractor, a copy of the proposed written contract between Contractor and such subcontractor which shall include an indemnity provision similar to the one provided herein and identifying City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subcontractor carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

Notwithstanding Contractor's use of any subcontractor, Contractor shall be responsible to the City for the performance of its subcontractor as it would be if Contractor had performed the Services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the City and any subcontractor employed by Contractor. Contractor shall be solely responsible for payments to any subcontractors. Contractor shall indemnify, defend and hold harmless the Indemnified Parties for any claims arising from, or related to, the services performed by a subcontractor under this Agreement.

16. GOVERNING LAW/ATTORNEYS' FEES

The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Los Angeles County, California. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to the Services provided by Contractor under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and Contractors, as well as costs on appeal, in addition to any other relief to which it may be entitled.

17. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

18. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

20. CAPTIONS

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and shall have no significance in the interpretation of this Agreement.

21. WAIVER

The waiver by City or Contractor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or

condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Contractor unless in writing.

22. REMEDIES


Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

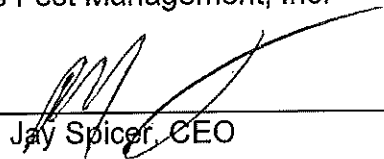
The person or persons executing this Agreement on behalf of Contractor represents and warrants that he/she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

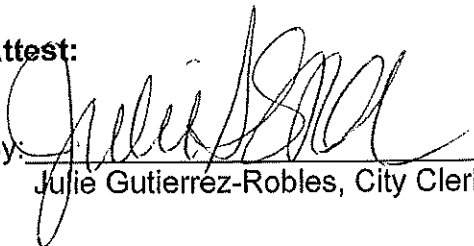
"CITY"
City of Industry

By: 
Cory C. Moss, Mayor

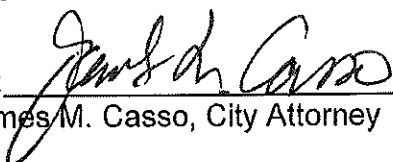
"CONTRACTOR"
Janus Pest Management, Inc.

By: 
Jay Spicer, CEO

Attest:

By: 
Julie Gutierrez-Robles, City Clerk

Approved as to form:

By: 
James M. Casso, City Attorney

Attachments: Exhibit A Scope of Services
 Exhibit B Rate Schedule
 Exhibit C Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide the following pest management services, which includes, but is not limited to, monthly visits for prevention of rodent and pest infestations, the control of bugs, termites, bees, rodents, ground squirrels and any other pest control services as directed by the City. Services will be provided at the following locations, at the frequency noted:

Location	Frequency
Homestead Museum	Two times – Monthly Service. Exterior-General Pest (Occasional Interior)
City Hall	Monthly Service. Exterior-General Pest
Industry Business Council	Monthly Service. Exterior-General Pest
Youth Athletic League offices/Post Office	Monthly Service. Exterior-General Pest
Tonner Canyon/Boy Scout Reserve	<ul style="list-style-type: none"> • Quarterly Service. Guard Shack. Exterior-General Pest • Monthly Service. Camp Master Building. General Pest • Monthly Service. Camp Courage. General Pest. • Monthly Service. Restroom Shower Building. General Pest • Two times - Weekly Rodent. Camp Courage Master bunkhouse, restrooms, showers: May - August. Rodent control • Monthly Rodent. Camp Courage. Monthly Sept - April: Tents only repellent. Rodent control • Weekly Service. Camp Courage. June - Aug Weekly disinfection for 4 Camp. Courage Tents, Treat bare mattress pads on twin bunks. Rodent Disinfection. • Annual Rodent Device Install. Camp Courage Tents Add devices to 4 tents. 1x per year. Rodent

	<ul style="list-style-type: none"> • Annual Rodent Devices Install. Camp Courage, Camp Master bunkhouse, restrooms, showers - 1X per year. Rodent control. • 2x - Weekly Rodent. Camp Courage Tests. May-August - 4 Tents. Rodent control. • Monthly Service. Camp Courage Tents. May-August. Monthly treatment of tents for General Pest. • Rodent Cleanup – Annual. Camp Master, Camp Courage, tents, restrooms, and showers May - 1x Per Year.
Metrolink Station	Monthly Service. Exterior-General Pest
Industry Business Center Slope	Monthly Service. Exterior-General Pest
Industry Business Center Landfill (Across the street from the Industrial Business Center)	Ground Squirrel Trapping. Monthly -
Parcel at Chestnut Street/Anaheim-Puente Road	Ground Squirrel Maintenance - 2x Monthly
Helipad	Ground Squirrel Maintenance - 2x Monthly
Helipad Parking Lot	Ground Squirrel Maintenance - 2x Monthly
Public Right of Way	As needed services

EXHIBIT B

RATE SCHEDULE

Location	Address	Unit Price	Cost
Homestead Museum	15415 Don Julian	\$600.00	\$7,200.00
City Hall	15625 Stafford St	\$145.00	\$1,740.00
Industry Business Council	15651 Stafford St	\$145.00	\$1,740.00
Youth Athletic League offices/Post Office	15660 Stafford St / 15559 Rausch Rd	\$85.00	\$1,020.00
Tonner Canyon/Boy Scout Reserve – Guard Shack	19001 Tonner Canyon	\$125.00	\$500.00
Tonner Canyon/Boy Scout Reserve – Camp Courage Master Building	19001 Tonner Canyon	\$102.00	\$1,224.00
Tonner Canyon/Boy Scout Reserve – Camp Courage	19001 Tonner Canyon	\$122.00	\$1,464.00
Tonner Canyon/Boy Scout Reserve – Restroom Shower Building	19001 Tonner Canyon	\$75.00	\$900.00
Tonner Canyon/Boy Scout Reserve – Camp Courage Master Bunkhouse	19001 Tonner Canyon	\$142.00	\$5,112.00
Tonner Canyon/Boy Scout Reserve – Camp Courage Tents	19001 Tonner Canyon	\$142.00	\$994.00
Tonner Canyon/Boy Scout Reserve – Camp Courage Tents and Bunkbeds	19001 Tonner Canyon	\$182.00	\$2,184.00
Tonner Canyon/Boy Scout Reserve – Camp Courage Tents Rodent Control (Annually)	19001 Tonner Canyon	\$340.00	\$340.00
Tonner Canyon/Boy Scout Reserve – Camp Courage Master Bunkhouse Rodent Control (Annually)	19001 Tonner Canyon	\$340.00	\$340.00
Tonner Canyon/Boy Scout Reserve – Camp Courage Tents Rodent Control (May - Aug)	19001 Tonner Canyon	\$142.00	\$5,112.00
Tonner Canyon/Boy Scout Reserve – Camp Courage Tents (Monthly May-Aug)	19001 Tonner Canyon	\$750.00	\$300.00
Tonner Canyon/Boy Scout Reserve – Camp Master Building, Camp Courage, Camp Tents, Restrooms, and showers (May)	19001 Tonner Canyon	\$4,500.00	\$4,500.00
Metrolink	600 Brea Canyon	\$65.00	\$390.00
Industry Business Center Slope	Old Brea Canyon Rd	\$168.00	\$2,016.00

Industry Business Center Landfill (Across the street from the Industrial Business Center)	Landfill on Grand	\$733.00	\$8,796.00
Parcel at Chestnut Street/Anaheim- Puente Road	Anaheim and Puente	\$448.00	\$10,752.00
Helipad	15252 Stafford St	\$150.00	\$3,600.00
Helipad Parking Lot	15400 Stafford St	\$243.00	\$5,832.00
Public Right of Way			\$13,944.00
Annual Total			\$80,000.00

The above location costs are only estimates, and the City, may, in its sole and absolute discretion, reallocate resources amongst the various locations, not to exceed the payment amount set forth in Section 4(a) of this Agreement.

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of City, and prior to commencement of the Services, 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.

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 \$1,000,000.00 per occurrence, \$2,000,000.00 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.

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 Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000.00 combined single limit for each accident.

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 years after completion of the services required by this agreement.

Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000.00).

Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers.

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 endorsement 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 contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Contractor shall procure and maintain for the duration of the contract 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, his agents, representatives, employees or subcontractors.

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.

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.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance 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.

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.

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.

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.

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.

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 liability policies.

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.

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.

Pass Through Clause. Contractor agrees to ensure that its subcontractors, 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 Contractors, subcontractors, and others engaged in the project will be submitted to City for review.

City'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 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.

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

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

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.

CITY COUNCIL

ITEM NO. 6.6



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council
FROM: Joshua Nelson, City Manager
STAFF: Mathew Hudson, Engineering Manager; James Cramsie, Director of Engineering, CNC Engineering
DATE: July 25, 2024
SUBJECT: Consideration of Amendment No. 3 to the Professional Services Agreement with MBF Consulting, Inc., for engineering design services for the Replacement of Steel Waterline Crossing over Brea Creek project, extending the term through July 25, 2026 (MP 00-20 #12)

BACKGROUND

On July 8, 2021, the City Council approved a Professional Services Agreement ("Agreement") with MBF Consulting, Inc. ("MBF") to provide engineering design services for approximately 200 feet of new eight-inch pipe, of which about 150 feet will cross the Brea Creek Channel on a pre-fabricated support bridge. The project also calls for the design of the relocation and replacement of the existing pump station electrical cabinet, and development of alternatives for the pump station's automatic operation. On July 9, 2022, the City Council approved Amendment No. 1, extending the term through July 9, 2023. On July 27, 2023, the City Council approved Amendment No. 2 extending the term through July 9, 2024.

DISCUSSION

The Steel Waterline Crossing over Brea Creek project is in the final stages of design. Since the Agreement has expired and work is still ongoing Staff recommends approving Amendment No. 3 to extend the term through July 25, 2026.

FISCAL IMPACT

There is no additional fiscal impact for Amendment No. 3 as sufficient budget remains on the contract (Account No. 120-714-5130) (MP 00-20 #12).

RECOMMENDATION

Staff recommends that the City Council approve Amendment No. 3 to the Professional Services Agreement with MBF Consulting, Inc.

Attachments

A. Amendment No. 3 to the Professional Services Agreement with MBF Consulting, Inc., dated July 25, 2024

**AMENDMENT NO. 3
TO THE PROFESSIONAL SERVICES AGREEMENT WITH MBF CONSULTING,
INC.**

This Amendment No. 3 to the Professional Services Agreement (“Agreement”), is made and entered into this 25th day of July, 2024, (“Effective Date”) by and between City of Industry, a California municipal corporation (“City”) and MBF Consulting, Inc., a California corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about July 8, 2021, the Agreement was entered into and executed between the City and Consultant for engineering design services for the replacement of the steel waterline crossing over Brea Creek, in the amount of \$68,900.00; and

WHEREAS, on or about June 9, 2022, the City approved Amendment No. 1 to extend the term through July 9, 2023; and

WHEREAS, on or about July 27, 2023, the City approved Amendment No. 2 to extend the term through July 9, 2024; and

WHEREAS, the Agreement expired on July 9, 2024, and the project design is ongoing, and Amendment No. 3 is necessary to extend the term through July 25, 2026, to allow the Consultant to complete the engineering design services; and

WHEREAS, for the reasons set forth herein, the City and Consultant desire to enter this Amendment No. 3, as set forth below.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, it is agreed the aforesaid Agreement, a copy of which is attached hereto as Exhibit A, and incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided:

1. TERM

Section 1, Term, is hereby revised to read in its entirety as follows:

This Agreement shall commence on July 10, 2023, and shall remain and continue in effect until tasks described herein are completed, but in no event later than July 25, 2026, unless sooner terminated pursuant to the provisions in the Agreement.

The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

(SIGNATURES ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3 to the Agreement as of the Effective Date.

**“CITY”
CITY OF INDUSTRY**

**“CONSULTANT”
MBF CONSULTING, INC.**

By: _____
Joshua Nelson, City Manager

By: _____
Michael Fakhar, Principal

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

EXHIBIT A TO AMENDMENT NO. 3:

**PROFESSIONAL SERVICES AGREEMENT WITH MBF CONSULTING, INC., DATED
JULY 8, 2021**

CITY OF INDUSTRY
PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of July 8, 2021 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and MBF Consulting, Inc. a California corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, City desires to engage Consultant to perform the services described herein, and Consultant desires to perform such services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than July 10, 2022, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

(a) Consultant shall perform the tasks ("Services") described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. ("Scope of Services"). Tasks other than those specifically described in the Scope of Services shall not be performed without prior written approval of the City. The Services shall be performed by Consultant, unless prior written approval is first obtained from the City. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

(b) City shall have the right to request, in writing, changes to the Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing engineering services, serving a municipal agency.

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). During the term of this

Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working on the Effective Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) City has not consented in writing to Consultant's performance of such work. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et. seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

(e) Consultant represents that it has, or will secure at its own expense, all licensed personnel required to perform the Services. All Services shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified and licensed to perform such services.

3. MANAGEMENT

City Manager shall represent the City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but shall have no authority to modify the Services or the compensation due to Consultant.

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Sixty-Eight Thousand Nine Hundred Dollars (\$68,900.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

(c) Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as

practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

5. SUSPENSION OR TERMINATION OF AGREEMENT

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to the City pursuant to Section 5 of this Agreement.

6. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to review such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office, and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the services under this

Agreement. All reports, documents, or other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

7. INDEMNIFICATION

(a) Indemnity for professional liability

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnity for other than professional liability

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

(c) DUTY TO DEFEND. In the event the City, its officers, employees, agents and/or volunteers are made a party to any action, claim, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by City, Consultant shall have an immediate duty to defend the City at Consultant's cost or at City's option, to reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

Payment by City is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Consultant and City, as to whether liability arises from the sole negligence of the City or its officers, employees, or agents, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the City as solely negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

8. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached hereto and incorporated herein by reference.

9. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultants exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

(c) Consultant shall indemnify, defend and hold harmless, the City, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including contributions to any retirement and/or pension plan, legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Consultant's or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant, service as an independent contractor. The indemnity provisions set forth in this Section 9 (c) shall survive the termination of this Agreement, and are in addition to any other rights or remedies the City may have under the law.

10. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

11. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which

provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City:	City of Industry 15625 Mayor Dave Way City of Industry, CA 91744 Attention: City Manager
With a Copy To:	Casso & Sparks, LLP 13300 Crossroads Parkway North, Suite 410 City of Industry, CA 91746 Attention: James M. Casso, City Attorney
To Consultant:	MBF Consulting, Inc. 22321 Birchleaf Mission Viejo, CA 92692 Attention: Michael Fakhar, Principal

15. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City.

Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide City with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include an indemnity provision similar to the one provided herein and identifying City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the City for the performance of its subconsultant as it would be if Consultant had performed the Services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the City and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall indemnify, defend and hold harmless the Indemnified Parties for any claims arising from, or related to, the services performed by a subconsultant under this Agreement.

16. GOVERNING LAW/ATTORNEYS' FEES

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Los Angeles County, California. If any action at law or suit in equity is brought to enforce or interpret the provisions

of this Agreement, or arising out of or relating to the Services provided by Consultant under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled.

17. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

18. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

20. CAPTIONS

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and shall have no significance in the interpretation of this Agreement.

21. WAIVER

The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

22. REMEDIES

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

"CITY"
City of Industry

"CONSULTANT"
MBF Consulting, Inc.

By: Cory C. Moss
Cory C. Moss, Mayor

By: Michael Fakhar
Michael Fakhar, Principal

Attest:

By: Julie Gutierrez-Robles
Julie Gutierrez-Robles, City Clerk

Approved as to form:

By: James M. Casso
James M. Casso, City Attorney

Attachments: Exhibit A Scope of Services
 Exhibit B Rate Schedule
 Exhibit C Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide the following services for the replacement of the existing potable water feeder line over Brea Canyon Channel and upgrades to the existing pump station located on the west side of the Channel:

Plans

Using base maps to be provided by City, Consultant will redline the proposed water line and pump station electrical improvements based on the City design standards and requirements and with sufficient notes and details for construction of the water line and new pump station electrical cabinet containing new switch board and existing pump control panel and submit them to City. Consultant will subsequently back-check and review CAD drawings of the marked-up plans (redlines) and will submit all review comments to City. The base map provided by City will reflect the location of existing site features and improvements including dry and wet utilities, necessary for designing the proposed improvements.

Information Required by Southern California Edison ("SCE") Due to Power Pole Relocation

Consultant shall provide the necessary information required by the electric power provider application for relocation of the power pole including switch board information, single line diagram, load schedule and site plan. Processing the application through SCE will be by City.

Special Provisions

Consultant shall provide all necessary special provisions for construction of the water line improvements and submit electronic copies to City.

Estimates

Consultant shall prepare an itemized estimate of quantities along with a statement of construction cost with estimated unit costs for each item.

Utility Coordination

Using available record drawings of existing utilities to be provided by others, Consultant will provide solutions to any utility conflicts.

Respond to Plan Check Comments

Consultant will be available to respond to plan check comments on items related to its design.

Construction Support Services

Consultant shall be available to respond to questions during the bidding and construction phase including four (4) shop drawing submittals.

Recommendations for Automatic Operation of the Pump Station

Consultant will prepare, discuss and recommend several alternatives for automatic operation of the pump station. This task is limited to recommendation of several alternatives and their estimated costs. Task does not include any design or plan preparations.

EXHIBIT B

RATE SCHEDULE

1.	Provide engineering design and Construction Support services for Replacement of Waterline Crossing Over Brea Creek.	\$28,300.00
2.	Provide Electrical Engineering and Structural design services	\$35,700.00
3.	Provide options for Automatic Operation of the Pump Station	\$4,900.00

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, and prior to commencement of the Services, 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.

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 \$1,000,000.00 per occurrence, \$2,000,000.00 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.

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 Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000.00 combined single limit for each accident.

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 years after completion of the services required by this agreement.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000.00).

Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers.

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 endorsement 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 contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Consultant shall procure and maintain for the duration of the contract 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, his agents, representatives, employees or subconsultants.

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.

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.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance 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.

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.

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.

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.

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.

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 liability policies.

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.

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.

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.

City'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.

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

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

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.

CITY COUNCIL

ITEM NO. 6.7



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council
FROM: Joshua Nelson, City Manager
STAFF: Yamini Pathak
DATE: July 25, 2024
SUBJECT: Consideration of Resolution No. CC 2024-35 - a Resolution of the City Council of the City of Industry, California, Rescinding Resolution No. CC 2024-19 and Amending the Current Salary Range Schedules for Fiscal Year 2024-25 as Adopted on May 23, 2024, Due to Cost of Living Adjustment to Board Members' Salaries

BACKGROUND

On May 23, 2024, the City Council approved and adopted the City's Operating Budget for FY 2024-25 ("FY 25"), along with FY 25 Salary Schedule. The Salary Schedule adopted for the Fiscal Year started July 1, 2024 did not include Cost of Living Adjustments ("COLA") to Board members' salaries.

DISCUSSION

The adopted FY 25 Budget and Salary Schedule includes a four percent COLA for City employees, excluding the City Manager, and elected and appointed Board members. When changes are made to positions and wages, the City Council must approve and update these changes in the City's Salary Schedule. At this time, Staff proposes a four percent COLA increase to salaries for the Planning Commission, Civic-Recreational-Industrial Authority, and the Industry Property and Housing Management Authority, in line with the approved COLA for City employees. There are no changes to the salaries for the City Council or the Industry Public Utilities Commission.

FISCAL IMPACT

The fiscal impact associated with the approval of the FY 25 proposed Salary Schedule amendment is approximately \$10,000, which will be appropriated at mid-year from General Fund to each entity. The proposed COLA increase for the three Boards' monthly salaries is as follows:

	Before	After
Planning	\$921.70	\$958.57
CRIA	\$921.70	\$958.57
IPHMA	\$812.50	\$845.00

RECOMMENDATION

Staff recommends the City Council adopt Resolution CC 2024-35, amending the City of Industry's FY 2024-25 Salary Schedule, for the Planning Commission, Civic-Recreational-Industrial Authority, and the Industry Property and Housing Management Authority, in line with the FY 25 Adopted Budget.

Attachments

Exhibit A
Resolution

CITY OF INDUSTRY



SALARY RANGE SCHEDULE

FY 2024-2025

Date Effective: July 1, 2024

Exhibit A

NON-MANAGEMENT CLASSIFICATIONS

<u>Grade</u> <u>Range #</u>	<u>POSITION</u>		<u>SALARY RANGE</u>		<u>Exempt Status</u>
			<u>Bottom Step</u>	<u>Top Step</u>	
3	Administrative Technician I	Annually	\$63,000.00	\$83,900.00	NE
		Monthly	\$5,250.00	\$6,991.67	
5	Accounting Technician I Administrative Technician II	Annually	\$70,000.00	\$93,300.00	NE
		Monthly	\$5,833.33	\$7,775.00	NE
6	Human Resources Technician I	Annually	\$65,800.00	\$87,700.00	NE
		Monthly	\$5,483.33	\$7,308.33	
7	Accounting Technician II	Annually	\$75,200.00	\$100,300.00	NE
	Administrative Technician III	Monthly	\$6,266.67	\$8,358.33	NE
	Human Resources Technician II				NE
8	Accounting Technician III Assistant to the City Manager	Annually	\$84,500.00	\$111,600.00	NE
		Monthly	\$7,041.67	\$9,300.00	NE
9	Accountant I	Annually	\$86,900.00	\$115,900.00	NE
	Financial Analyst I	Monthly	\$7,241.67	\$9,658.33	NE
	Human Resources Analyst I				NE
	Management Analyst I				NE
10	Deputy City Clerk	Annually	\$86,900.00	\$115,900.00	NE
	Deputy City Treasurer	Monthly	\$7,241.67	\$9,658.33	NE

CITY OF INDUSTRY

SALARY RANGE SCHEDULE

FY 2024-2025

Date Effective: July 1, 2024

MANAGEMENT CLASSIFICATIONS

<u>Grade</u>	<u>Range #</u>	<u>POSITION</u>		<u>SALARY RANGE</u>		<u>Exempt Status</u>
				<u>Bottom Step</u>	<u>Top Step</u>	
11		Accountant II	Annually	\$95,900.00	\$127,800.00	E
		Financial Analyst II	Monthly	\$7,991.67	\$10,650.00	E
		Human Resources Analyst II				E
		Management Analyst II				E
12		Accountant III	Annually	\$106,400.00	\$141,900.00	E
		Financial Analyst III	Monthly	\$8,866.67	\$11,825.00	E
		Human Resources Analyst III				E
		Management Analyst III				E
14		Engineering Manager	Annually	\$126,900.00	\$151,100.00	E
		Assistant City Treasurer	Monthly	\$10,575.00	\$12,591.67	E
		Executive Assistant to the City Manager				
15		Development and Administrative Services Manager	Annually	\$141,600.00	\$192,600.00	E
		Human Resources Manager	Monthly	\$11,800.00	\$16,050.00	E
16		City Clerk	Annually	\$148,700.00	\$199,600.00	E
			Monthly	\$12,391.67	\$16,633.33	
18		City Engineer/Director of Public Works	Annually	\$182,000.00	\$223,600.00	E
			Monthly	15,166.67	\$18,633.33	
19		Assistant City Manager	Annually	\$230,700.00	\$289,000.00	E
		Assistant City Manager/Public Affairs Manager	Monthly	\$19,225.00	\$24,083.33	E
		City Treasurer				E
		Director of Finance				E
20		City Manager - Contract Position	Annually	\$273,000.00	\$315,000.00	E
			Monthly	\$22,750.00	\$26,250.00	

CITY OF INDUSTRY

SALARY RANGE SCHEDULE

FY 2024-2025

Date Effective: July 1, 2024

PART-TIME EMPLOYEES (HOURLY)

<u>Grade</u>	<u>POSITION</u>		<u>SALARY RANGE</u>		<u>Exempt</u>
<u>Range #</u>			<u>Bottom Step</u>	<u>Top Step</u>	<u>Status</u>
PT-1	P/T Receptionist I	Hourly	\$23.23	\$30.97	N/A
PT-2	P/T Receptionist II	Hourly	\$31.68	\$42.24	N/A
PT-3	P/T Administrative Technician I	Hourly	\$32.76	\$43.68	N/A
PT-4	P/T Administrative Technician II	Hourly	\$36.44	\$48.58	N/A
PT-5	Code Enforcement Officer I	Hourly	\$34.42	\$45.89	N/A
PT-6	Code Enforcement Officer II	Hourly	\$42.13	\$56.17	N/A

BOARDS AND COMMISSIONS

	<u>POSITION</u>		<u>SALARY RANGE</u>		
			<u>Monthly</u>	<u>Exempt</u>	
BC-1	City Council/Successor Agency/Industry Public Finance Authority	Stipend	\$2,611.31	E	
BC-2	Industry Public Utilities Commission	Stipend	\$332.15	E	
BC-3	Planning Commission	Stipend	\$958.57	E	
BC-4	Civic Recreational Industrial Authority	Stipend	\$958.57	E	
BC-5	Industry Property and Housing Management Authority	Stipend	\$845.00	E	

RESOLUTION NO. CC 2024-35

CONSIDERATION OF RESOLUTION NO. CC 2024-35 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, RESCINDING RESOLUTION NO. CC 2024-19 AND AMENDING THE CURRENT SALARY RANGE SCHEDULES FOR FISCAL YEAR 2024-25 AS ADOPTED ON MAY 23, 2024, DUE TO COST OF LIVING ADJUSTMENT TO BOARD MEMBERS' SALARIES

WHEREAS, on May 23, 2024, the City Council approved and adopted the City's Operating Budget for FY 2024-25 ("FY 25"), along with FY 25 Salary Schedule; and

WHEREAS, the Salary Schedule adopted for the Fiscal Year started July 1, 2024 did not include Cost of Living Adjustments ("COLA") to Board members' salaries; and

WHEREAS, at this time, Staff proposes a four percent COLA increase to the salaries for the Planning Commission, Civic-Recreational-Industrial Authority, and the Industry Property and Housing Management Authority, in line with the approved COLA for City employees.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, HEREBY FINDS, DETERMINES, AND RESOLVES AS FOLLOWS:

Section 1. The above recitals are true and correct and are incorporated herein by reference.

Section 2. Findings. The City Council hereby finds as follows:

- A. The City Council is authorized under Government Code Section 36506 to establish salary ranges for City employees and appointed officers.
- B. The City has followed all legal prerequisites prior to the adoption of this resolution.

Section 3. The City Council hereby rescinds Resolution No. CC 2024-19 in its entirety, and adopts a revised Salary Range Schedule for the Planning Commission, Civic-Recreational-Industrial Authority, and the Industry Property and Housing Management Authority, as set forth in Exhibit A, attached hereto and incorporated herein by reference. No other salaries are amended, revised or changed from the prior Resolution No. CC 2024-19.

Section 4. The amended City's Salary Range Schedule will be promptly made available for public review during normal business hours upon request and will also be posted on the City's website. A copy of this amended Salary Range Schedule will be retained for at least five years following the effective date of this Resolution.

Section 5. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

Section 6. The City Clerk shall certify to the passage and adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on July 25, 2024, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Cory C. Moss, Mayor

ATTEST:

Julie Gutierrez-Robles, City Clerk

CITY COUNCIL

ITEM NO. 6.8

July 18, 2024

Joshua Nelson
City Manager
City of Industry
15625 East Stafford Street
City of Industry, CA 91794

RE: Engagement Letter Agreement

Dear Mr. Nelson:

Thank you for selecting Foley & Lardner LLP (the "Firm") to represent City of Industry (the "Client" or "City") in connection with the lawsuit entitled *Abraham Cruz v. Mark Radecki, et al.*, Case No. 24STCV16690, pending in Los Angeles Superior Court (the "Lawsuit"). The purpose of this Engagement Letter and the enclosed Standard Engagement Terms (collectively, the "Agreement") is to ensure that we have a clear understanding of our working relationship going forward. Should the City retain the Firm for subsequent matters, this Agreement will apply, and the terms and conditions of the Firm's engagement will remain the same unless otherwise communicated.

Scope of Representation. The City is engaging the Firm to represent the City, members of the City Council, City Attorney James M. Casso, Assistant City Attorney Bianca Sparks, and the law firm of Casso & Sparks, LLP (collectively, "City Defendants") in the Lawsuit (the "Matter"), effective June 12, 2024. The City may limit or expand the scope of our representation from time to time, provided that any substantial expansion must be agreed to by the Firm in writing.

Staffing & Fees. I will have primary responsibility for the Matter and will utilize other Firm attorneys and paraprofessionals when it is appropriate and cost effective.

It is agreed that the City will compensate the Firm for services, subject to the professional responsibility rules governing our practice, based on the time devoted to the Matter at the hourly rates charged by the Firm. Currently, the hourly rates of the attorneys that would work on this Matter range from \$495 per hour to \$1000 per hour. Paraprofessional rates range from \$155 to \$580. My standard billing rate is \$1000 per hour. However, as a courtesy to the City, we propose to reduce my billing rate for the Matter to \$695 an hour, plus an associate who will charge between \$495 and \$550 per hour.

Conflicts of Interest. Based on the information provided, the Firm has determined that there are currently no conflicts of interest that prevent the Firm from working on the Matter.

Joint Representation. One way to proceed with the Matter is for each of the City Defendants to have separate counsel. Nevertheless, each of the City Defendants has indicated that they want us to represent them in order to, among other things, reduce legal costs. We do not believe that there are currently any conflicts in the City Defendants' position and, as a result, we do not

believe our representation of one of the City Defendants will be affected by our representation of the other.

You agree that the Firm may disclose and discuss confidential or otherwise privileged information obtained in the course of its representation with each of the parties being represented by the Firm in the Matter. However, all confidential information from each of the parties being represented by the Firm in the Matter shall be treated as confidential with respect to any third party, and all communications between the Firm and each of the parties it represents in the Matter shall be deemed protected from disclosure to third parties by various privileges and immunities as applicable, including, without limitation, the attorney-client privilege and the doctrines of attorney work product, joint defense, and community of interest, or any other protections that would normally exist with respect to any third party.

Standard Engagement Terms. By engaging the Firm, the Client agrees to the attached Standard Engagement Terms, and acknowledges that they are fully incorporated into the Agreement by reference. The Standard Engagement Terms contain several important provisions, including additional billing terms, an agreement to resolve disputes through arbitration, and an advance waiver of conflicts.

* * *

Please confirm the City's acceptance of this Agreement by returning a counter-signed copy to me by email or mail, or confirming your agreement by reply email. If you do not return a signed copy, but after receiving this Agreement request that the Firm perform work on the Client's behalf, the Client will be deemed to have accepted this Agreement.

Please do not hesitate to contact me if you have any questions. We look forward to working with you on the Matter.

Sincerely,

FOLEY & LARDNER LLP


F. Phillip Hosp

AGREED AND ACCEPTED:

CITY OF INDUSTRY

Date: _____

By: _____
Joshua Nelson
City Manager

STANDARD ENGAGEMENT TERMS

Agreement. These Standard Engagement Terms are incorporated into the Agreement between the Firm and the Client. The Agreement, which includes these Standard Engagement Terms, will apply to all Client matters handled by the Firm unless otherwise communicated, and will control over any outside counsel or billing guidelines unless agreed to in writing by the Firm.

Fees & Billing. Unless otherwise agreed to in writing, the Firm's fees and costs are not contingent upon the outcome of the matters the Firm handles for the Client. Any fees and costs the Firm might have discussed previously are estimates only and the Firm cannot guarantee what fees or expenses will be necessary to resolve or to complete the matters handled by the Firm. The Firm's rates will increase annually.

The Firm will bill for costs and support services, such as delivery service, travel, word processing, and court and filing costs. Certain support services that involve equipment or staffing or that require payments to third parties may include additional charges that reflect the Firm's internal costs. The Client is responsible for third party costs, such as costs for consultants, appraisers, court reporters, technical support, foreign attorneys, or other parties that render services during the Firm's representation of the Client. The Firm may make arrangements to have the Client billed directly by these third parties, and the Client will pay such invoices directly to the third parties. If arrangements have not been made, the Firm may pay these third-party invoices on the Client's behalf subject to reimbursement from the Client, and may require that the Client first pay the Firm for such costs. Please note that if the Client requests the Firm to conduct electronic processing, we will charge a fee. Foley's fees associated with data processing and hosting are designed to provide lower overall cost than third party vendors for the Firm's clients and recover the Firm's cost associated with processing, hosting and managing the data, however, in some cases the Firm may make a profit for these services.

In the regular course, the Firm's invoices will be issued and sent to the Client on a monthly basis, and each month's invoice will reflect the services rendered and expenses incurred during the previous month. Payment is due promptly upon receipt. The Firm will assess a late charge of 1% per month on any outstanding balance older than 60 days. Subject to the rules of professional responsibility, the Firm may cease performing services for the Client until satisfactory arrangements have been made for payments of amounts outstanding in excess of 60 days and the payment of future amounts.

Advance Waiver of Conflicts. The Client agrees that the Firm is permitted to represent other clients in matters directly adverse to the Client, including in the following categories of matters, as long as such matters are not substantially related to the legal services the Firm provides to the Client:

- (i) Counseling, advice, or negotiations regarding transactions, contracts, agreements, rights, or obligations, or preparation of documents;
- (ii) Arbitration, litigation, or other contested proceedings;
- (iii) Advocacy before federal, state, or local governments, or non-judicial governmental entities;
- (iv) Bankruptcy or insolvency proceedings in which the Client may have an interest; or
- (v) Evaluation of intellectual property rights, such as claim scope analysis, infringement analysis, invalidity analysis, or analysis with respect to any other statutory or non-statutory requirement, participation in connection with contested and uncontested intellectual property proceedings before the U.S. Patent and Trademark Office, or prosecution of non-interfering intellectual property rights in a related technology.

The Client also agrees that the Firm may represent adverse parties involved in matters that the Firm handles for the Client, as long as the Firm's representation of those parties is not substantially related to the work that the Firm performs for the Client.

Affiliates. Unless specifically requested by the Client and agreed to by the Firm, the Firm's representation does not extend to the Client's parent company, affiliates, subsidiaries, employees, directors, or other constituents ("Affiliates"). Accordingly, the Firm may represent other clients in matters directly adverse to those Affiliates. If the Firm agrees to represent an Affiliate, the Client agrees that the Affiliate is bound by the Agreement, which includes these Standard Engagement Terms.

Limitations of Liability. Foley & Lardner LLP is a limited liability partnership under the laws of Wisconsin. This means the Client's right to recover damages in a legal malpractice action that may exceed the Firm's insurance and Firm assets is limited to the personal assets of the attorneys whose acts or omissions gave rise to the Client's claim.

Arbitration. If a dispute arises between the Firm and the Client related in any way to the interpretation, application, or enforcement of this Agreement, any acts or omissions related to or arising from services provided in connection with this Agreement, or the issue of arbitrability of the dispute, the Client and the Firm agree that the dispute will be resolved solely through confidential binding arbitration.

The Federal Arbitration Act ("FAA") shall govern the interpretation and enforcement of the arbitration, and, to the extent not inconsistent with the FAA, the arbitrator(s) shall apply the law of California to any claims or defenses thereto. The arbitration shall be held in the City of Los Angeles. JAMS will serve as the arbitration administrator, and the arbitration shall proceed pursuant to the JAMS Comprehensive Arbitration Rules and Procedures (the "Rules") as they exist on the effective date of this Agreement, except to the extent provided for herein or otherwise agreed to in writing. In the event of a conflict

between the terms set forth herein and the Rules, these terms shall govern.

If the amount in dispute is less than \$1 million, the dispute will be resolved by one neutral arbitrator who is a former judge and affiliated with JAMS. The parties will mutually select the arbitrator, but if they are unable to agree, the arbitrator will be selected pursuant to the procedures set forth in the Rules. If the amount in dispute is \$1 million or more, the dispute will be resolved by a panel of three (3) neutral arbitrators, with the chairperson being a former judge and affiliated with JAMS. The parties will mutually select the panel, but if the parties are unable to agree on a panel, the arbitrators will be selected pursuant to the procedures set forth in the Rules.

Notwithstanding any limitations in the Rules to the contrary, the parties shall be entitled to conduct discovery in accordance with the Federal Rules of Civil Procedure ("FRCP"), including but not limited to (and to the extent in accordance with the FRCP) depositions and written discovery of the parties and third parties, and shall be permitted to file partially or fully-dispositive motions prior to a full arbitration hearing, on which the arbitrator or panel of arbitrators shall issue a ruling prior to said hearing. The parties agree that the arbitrator(s) can render any such dispositive rulings, should the arbitrator(s) deem appropriate, without a hearing. No demand for arbitration may be sustained after the date on which the institution of legal or equitable proceedings based on such claim or dispute would be barred by the applicable statutes of limitation or statute of repose if the dispute was filed in court. The arbitrator(s) are authorized to dismiss the arbitration at any stage based on a determination that the claim is time barred or for any other legally or factually supported reason. Each party is limited to pursuing its own individual claims and shall not pursue class or collective action.

If the net amount of the final arbitration award is \$1 million or more, inclusive of interest, any party shall have the right to appeal the award pursuant to the JAMS Optional Arbitration Appeal Procedure, as it exists on the date of this Agreement. Notwithstanding any Appeal Procedure to the contrary, the three neutral members of the Appeal Panel shall consist of: (a) a chairperson having served at least five years as a judge or justice on federal or state appellate courts, (b) one member having served at least five years as a judge or justice on a federal or state trial or appellate court or as a federal magistrate judge; and (c) one member with 10 or more years of recent private appellate practice.

The costs of arbitration, including the arbitrator(s)' fees and administrative expenses, shall be paid as follows: fifty percent (50%) by the claimant(s) and fifty percent (50%) by the respondent(s), such that no side shall bear more than half the costs of the arbitration. If the respondent(s) also assert a claim or counterclaim against the claimant(s), the respondent(s) asserting that claim or counterclaim shall be deemed to be the respondent(s) for purposes of the division of the costs. Each party will bear that party's own attorneys' fees and costs, and the prevailing party will not be entitled

to reimbursement by the other party of any of its fees or costs incurred in connection with the arbitration, regardless of any rule to the contrary. The arbitration proceedings, including but not limited to partial and final awards, shall be maintained by the arbitrator(s), parties, and witnesses as strictly confidential, except as is otherwise required by court order or as is necessary to confirm, vacate, or enforce the award(s) and for disclosure in confidence to the parties' respective attorneys, tax advisors, insurers, and senior management. Any action or proceeding preliminary or ancillary to an arbitration, including to confirm, vacate, or enforce the award(s), shall be brought in the state trial court (subject to removal) or the federal district court serving the City of Los Angeles.

Before you sign this agreement, you should consider consulting with another lawyer about the advisability of making an agreement with a mandatory arbitration requirement. Arbitration proceedings are ways to resolve disputes without the use of the court system. By entering into agreements that require arbitration as the way to resolve disputes, you give up (waive) your right to go to court to resolve those disputes by a judge or jury. These are important rights that should not be given up without careful consideration.

If any portion of this arbitration provision is held to be illegal or otherwise unenforceable, the remainder of this arbitration provision will still apply.

Termination of Representation. Either the Firm or the Client may terminate this Agreement at any time for any reason by written notice, subject to the applicable Rules of Professional Conduct. Unless previously terminated, the Firm's representation of the Client shall conclude when the Firm sends its final invoice, or when more than six months have elapsed from the last time the Firm furnished legal services to the Client. After the Firm's services are complete, there might be developments or changes in laws that might affect the Client's future rights and liabilities, but the Firm does not have an obligation to continue to advise the Client about such subsequent factual or legal developments unless the Client specifically engages the Firm to do so.

Data Management & Disposition of Records. Pursuant to the Firm's document retention policy and Rules of Professional Conduct, the Firm may retain the files pertaining to the matters handled by the Firm for a minimum of 10 years following the conclusion of any such matter. After that time, the Firm reserves the right to dispose of file materials without further notice, other than certain original trust and estate planning documents. Upon the Client's reasonable request, the Firm will provide such portions of these file materials as required by the applicable Rules of Professional Conduct or other legal requirements. Unless applicable law requires an earlier return, the Firm may retain such file material pending receipt of payment of any outstanding fees or costs. The Firm reserves the right to retain a copy of the Client's files.

In addition to our information governance policies, the Firm manages your information in accordance with its data protection policies, which are fully incorporated into the Agreement and located at <https://foley.com/clientprivacy>.

Communication. The Client will keep the Firm informed of developments that may affect the Firm's representation of the Client as soon as the Client becomes aware, and will be available when the Firm needs to consult with the Client. The Firm might express opinions or beliefs concerning the Firm's services and the results that might be anticipated based upon information known to the Firm at the time, but any such statement is an expression of opinion only and is

not a promise or guarantee of results. The Client agrees that the Firm may communicate with the Client by email on an unencrypted basis.

Information Distribution. The Client agrees that the Firm may send information about the Firm or legal matters of interest by email or other means. The Client also agrees that the Firm may use the Client's name and logo, without seeking further permission from the Client, on publicly disclosed lists of Firm clients, as well as: (i) brochures; (ii) pitch books and proposals; (iii) the Firm's website; (iv) attorney biographies; and (v) Firm submissions for attorney awards and rankings within the legal profession.

CITY COUNCIL

ITEM NO. 7.1
Verbal Presentation