

# CITY OF INDUSTRY

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## CITY COUNCIL REGULAR MEETING AGENDA

March 12, 2020  
9:00 AM



Mayor Cory C. Moss  
Mayor Pro Tem Cathy Marcucci  
Council Member Abraham Cruz  
Council Member Mark D. Radecki  
Council Member Newell Ruggles

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Location: City Council Chamber, 15651 East Stafford Street, City of Industry, California 91744

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### **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 three-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 three-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.*

### **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 East Stafford Street, Suite 100, 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.*

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1. Call to Order
  2. Flag Salute
  3. Roll Call
  4. Public Comments

5. **CONSENT CALENDAR**

All matters listed under the Consent Calendar are considered to be routine and will be enacted by one vote. There will be no separate discussion of these items unless members of the City Council, the public, or staff request specific items be removed from the Consent Calendar for separate action.

5.1 Consideration of the Register of Demands for March 12, 2020

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

5.2 Consideration of the minutes of the February 13, 2020 regular meeting and the February 13, 2020 special meeting

*RECOMMENDED ACTION: Approve as submitted.*

5.3 Consideration of a Professional Services Agreement with Tri-Star Industrial Supplies and Service to render services as the Inspector of Record for the El Encanto Interior Improvements project, as required by the Office of Statewide Health Planning and Development, in an amount not to exceed \$15,300.00, through March 12, 2022 (CIP-FAC-19-064-B)

*RECOMMENDED ACTION: Approve the Agreement.*

6. **ACTION ITEMS**

6.1 Introduction and Consideration of Ordinance No. 809, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AMENDING SECTIONS 3.04.030 (AUTHORITY AND RESPONSIBILITY) AND 3.04.060 (EXCEPTIONS) OF CHAPTER 3.04 (PURCHASING SYSTEM), AMENDING SECTION 3.52.010 (FINDINGS AND PURPOSE) OF CHAPTER 3.52 (PUBLIC PROJECTS—BIDDING AND PROCEDURES), AND ADDING SECTION 3.52.170 (EXEMPTIONS FOR COOPERATIVE BIDDING) TO CHAPTER 3.52 (PUBLIC PROJECTS—BIDDING AND PROCEDURES) OF TITLE 3 (REVENUE AND FINANCE) OF THE CITY OF INDUSTRY MUNICIPAL CODE, TO PERMIT THE CITY TO UTILIZE COOPERATIVE PURCHASING AND BIDDING

*RECOMMENDED ACTION: 1) Waive reading of Ordinance No. 809 and read by title only; and 2) introduce Ordinance No. 809.*

- 6.2 Consideration of an Amended and Restated Professional Services Agreement with Industry Security Services, Inc., for Security Services at various locations throughout the City, in the amount of \$3,505,890.81 for the period of March 12, 2020 through December 31, 2022

*RECOMMENDED ACTION:*

*Provide direction to staff.*

7. **CITY MANAGER REPORTS**

8. **AB 1234 REPORTS**

9. **CITY COUNCIL COMMUNICATIONS**

10. Adjournment. The next regular City Council Meeting will be Thursday, April 9, 2020 at 9:00 a.m.

*CITY COUNCIL*

ITEM NO. 5.1

**CITY OF INDUSTRY  
AUTHORIZATION FOR PAYMENT OF BILLS  
CITY COUNCIL MEETING OF MARCH 12, 2020**

**FUND RECAP:**

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	2,550,051.90
103	PROP A FUND	14,424.07
120	CAPITAL IMPROVEMENT FUND	1,262,837.27
TOTAL ALL FUNDS		3,827,313.24

**BANK RECAP:**

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BANK OF AMERICA - CKING ACCOUNT	146,230.00
PROP/A	PROP A - CKING ACCOUNT	14,424.07
WRK/T	WORKMAN TEMPLE -CKING ACCOUNT	295.73
REF	REFUSE - CKING ACCOUNT	1,273.88
WFBK	WELLS FARGO - CKING ACCOUNT	3,665,089.56
TOTAL ALL BANKS		3,827,313.24

**APPROVED PER CITY MANAGER**

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**CITY OF INDUSTRY  
BANK OF AMERICA  
March 12, 2020**

Check	Date		Payee Name	Check Amount
<b>CITYGEN.CHK - City General</b>				
<b>WT1146</b>	02/21/2020		<b>CAL-PERS</b>	<b>\$57,250.21</b>
	Invoice	Date	Description	Amount
	MARCH 2020	02/21/2020	CALPERS MEDICAL PREMIUM FOR MARCH 2020	\$57,250.21
<b>WT1147</b>	02/24/2020		<b>MIDAMERICA ADMINISTRATIVE &amp;</b>	<b>\$31,921.31</b>
	Invoice	Date	Description	Amount
	MAR/APR2020	02/24/2020	MEDICAL PREMIUM REIMBURSEMENTS	\$31,921.31
<b>WT1148</b>	02/28/2020		<b>U.S. BANK</b>	<b>\$22,058.48</b>
	Invoice	Date	Description	Amount
	2/28/2020	02/28/2020	PAYMENT OF 1998 REVENUE BOND	\$22,058.48
<b>24449</b>	02/12/2020		<b>INDUSTRY PROPERTY &amp; HOUSING</b>	<b>\$35,000.00</b>
	Invoice	Date	Description	Amount
	2/12/2020	02/12/2020	TRANSFER FUNDS-IPHMA AP REG 2/13/20	\$35,000.00

Checks	Status	Count	Transaction Amount
	Total	4	\$146,230.00

CITY OF INDUSTRY

PROP A

March 12, 2020

Check	Date		Payee Name	Check Amount
<b>PROPA.CHK - Prop A Checking</b>				
90156	02/27/2020		WALNUT VALLEY WATER DISTRICT	\$20.54
	Invoice	Date	Description	Amount
	3576675	02/11/2020	12/31/19-1/30/20 SVC-PLATFORM METROLINK BREA	\$20.54
90157	03/04/2020		SO CALIFORNIA EDISON COMPANY	\$134.91
	Invoice	Date	Description	Amount
	2020-00001328	02/22/2020	1/23-2/21/20 SVC-600 S BREA CYN B	\$134.91
90158	03/12/2020		CNC ENGINEERING	\$8,990.00
	Invoice	Date	Description	Amount
	500318	02/27/2020	ANNUAL BUS STOP ADA IMPROVEMENTS	\$4,712.50
	500319	02/27/2020	FULLERTON RD GRADE SEPARATION	\$2,990.00
	500320	02/27/2020	FAIRWAY DR GRADE SEPARATION	\$1,287.50
90159	03/12/2020		INDUSTRY SECURITY SERVICES	\$5,278.62
	Invoice	Date	Description	Amount
	14-24484	02/21/2020	SECURITY SVC-METROLINK	\$1,882.27
	14-24472	02/14/2020	SECURITY SVC-METROLINK	\$1,713.95
	14-24500	02/28/2020	SECURITY SVC-METROLINK	\$1,682.40

Checks	Status	Count	Transaction Amount
	Total	4	\$14,424.07

CITY OF INDUSTRY

WORKMAN TEMPLE

March 12, 2020

Check	Date	Payee Name	Check Amount
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WRKTMPHM.WF.CHK - Workman Temple Homestead Chking

Check	Date	Description	Amount
1007	02/20/2020	HISTORICAL RESOURCES, INC.	\$295.73
	Invoice		
	2/20/2020	HISTORICAL COLLECTIBLES	\$295.73

Check	Status	Count	Transaction Amount
	Total	1	\$295.73

**CITY OF INDUSTRY**  
**WELLS FARGO REFUSE**  
**March 12, 2020**

Check	Date		Payee Name	Check Amount
<b>REFUSE - Refuse Account</b>				
80145	03/12/2020		REPUBLIC SERVICES NATIONAL	\$885.77
	Invoice	Date	Description	Amount
	2/25/2020	02/25/2020	REFUND CID ACCT #419297-DUPLICATE PAYMENT	\$885.77
80146	03/12/2020		WASTE CONTROL	\$388.11
	Invoice	Date	Description	Amount
	2/27/2020	02/27/2020	REFUND CID ACCT #419270-CLOSED ACCOUNT	\$388.11

Check	Status	Count	Transaction Amount
	Total	2	\$1,273.88

**CITY OF INDUSTRY**  
**WELLS FARGO WIRE TRANSFER**  
**March 12, 2020**

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

WT10020	03/12/2020		\$10,365.35
	Invoice	Description	Amount
	3/1-3/31/20	PER SETTLEMENT AGRMT DATED 8/22/18	\$10,365.35

Check	Status	Count	Transaction Amount
	Total	1	\$10,365.35

**CITY OF INDUSTRY  
WELLS FARGO BANK  
March 12, 2020**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
73094	02/24/2020		CASSO & SPARKS, LLP	\$108,799.90
	Invoice	Date	Description	Amount
	20374	02/19/2020	COI-LEGAL FESS FOR NOV 2019	\$108,799.90
73095	02/24/2020		NEXTIVA, INC.	\$201.11
	Invoice	Date	Description	Amount
	27151128043	02/18/2020	ADD'L PHONE FOR FRONT COUNTER	\$201.11
73096	02/24/2020		PURCHASE POWER	\$229.99
	Invoice	Date	Description	Amount
	02/05/2020	02/05/2020	POSTAGE METER REFILL ON 1/6/20	\$229.99
73097	02/24/2020		TPX COMMUNICATIONS	\$2,471.40
	Invoice	Date	Description	Amount
	126290683-0	01/31/2020	INTERNET SVC-CITY HALL	\$2,471.40
73098	02/24/2020		WELLS FARGO	\$4,215.32
	Invoice	Date	Description	Amount
	1/8-2/3/20	02/03/2020	CREDIT CARD EXPENSE PE 2/3/20	\$4,215.32
73099	02/27/2020		FIDELITY SECURITY LIFE	(\$1,164.26)
	Invoice	Date	Description	Amount
	163817423-A	02/21/2020	03/02/2020 VOIDED CHECK-INCORRECT AMOUNT VISION PREMIUM FOR MARCH 2020	(\$1,164.26)
73100	02/27/2020		HUMANA INSURANCE COMPANY	\$6,640.92

**CITY OF INDUSTRY  
WELLS FARGO BANK  
March 12, 2020**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	Invoice	Date	Description	Amount
	389690665	02/13/2020	DENTAL PREMIUM FOR MARCH 2020	\$6,640.92
<b>73101</b>	02/27/2020		<b>MUTUAL OF OMAHA</b>	<b>\$6,306.29</b>
	Invoice	Date	Description	Amount
	1060371089	03/01/2020	LIFE INSURANCE PREMIUM FOR MARCH 2020	\$6,306.29
<b>73102</b>	02/27/2020		<b>SAN GABRIEL VALLEY WATER CO.</b>	<b>\$1,149.02</b>
	Invoice	Date	Description	Amount
	2020-00001281	02/12/2020	01/10-2/11/20 SVC 132 IRRIG PUNETE	\$723.34
	2020-00001282	02/12/2020	1/10-2/11/20 SVC 123 IRRIG WORKMAN MILL	\$238.66
	2020-00001283	02/12/2020	1/10-2/11/20 SVC 13756 VALLEY	\$187.02
<b>73103</b>	02/27/2020		<b>SO CALIFORNIA EDISON COMPANY</b>	<b>\$2,171.32</b>
	Invoice	Date	Description	Amount
	2020-00001275	02/15/2020	1/16-2/14-20 SVC PECK RD PELISIER	\$19.25
	2020-00001276	02/15/2020	1/16-2/14/20 SVC 1341 FULLERTON RD	\$84.73
	2020-00001277	02/11/2020	1/10-2/10/20 SVC 575 BALDWIN PARK	\$69.10
	2020-00001278	02/11/2020	12/13-2/6/20 SVC VARIOUS	\$749.42
	2020-00001279	02/12/2020	01/13/2/11/20 SVC 490 7TH	\$59.74
	2020-00001280	02/15/2020	1/16-2/14/20 SVC 17635 GALE	\$1,189.08
<b>73104</b>	02/27/2020		<b>SO CALIFORNIA EDISON COMPANY</b>	<b>\$117.86</b>
	Invoice	Date	Description	Amount
	2020-00001274	02/15/2020	1/16-2/14/20 SVC 19001 TONNER CANYON	\$117.86

**CITY OF INDUSTRY  
WELLS FARGO BANK  
March 12, 2020**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
<b>73105</b>	<b>02/27/2020</b>		<b>THREE VALLEYS MUNICIPAL WATER</b>	<b>\$1,964.66</b>
	Invoice	Date	Description	Amount
	05490	01/31/2020	1/01-1/31/20 SVC TONNER CANYON	\$1,964.66
<b>73106</b>	<b>02/27/2020</b>		<b>UNUM LIFE INSURANCE COMPANY</b>	<b>\$5,007.60</b>
	Invoice	Date	Description	Amount
	3/1-3/31/20	02/18/2020	LONG TERM CARE PREMIUM FOR MARCH 2020	\$5,007.60
<b>73107</b>	<b>02/27/2020</b>		<b>VERIZON BUSINESS</b>	<b>\$184.01</b>
	Invoice	Date	Description	Amount
	63506078	02/10/2020	01/01-1/31/20 SVC VARIOUS SITES	\$46.78
	63506079	02/10/2020	1/01-1/31/20 SVC VARIOUS SITES	\$137.23
<b>73108</b>	<b>02/27/2020</b>		<b>WALNUT VALLEY WATER DISTRICT</b>	<b>\$8,903.29</b>
	Invoice	Date	Description	Amount
	3575838	02/06/2020	1/01-1/31/20 SVC BREA CYN RD OLD RANCH RD	\$44.68
	3575917	02/06/2020	1/01-1/31/20 SVC BREA CYN CO'N	\$28.06
	357916	02/06/2020	1/01-1/31/20 SVC BREA CYN 100'N	\$133.34
	3575900	02/06/2020	1/01-1/31/20 SVC 21350 VALLEY MEDIAN	\$108.60
	357854	02/06/2020	1/01-1/31/20 SVC FERRERO & GRAND	\$764.26
	3575804	02/06/2020	1/01-1/31/20 SVC LEMON AVE N	\$42.80
	3575752	02/06/2020	1/01-1/31/20 SVC 820 FAIRWAY DRIVE	\$89.34
	3575919	02/06/2020	1/01-1/31/20 SVC 60 FWY INTERCHANGE @ FAIRWAY	\$69.42
	3575952	02/06/2020	1/01-1/31/20 SVC SE GRAND XING PKWY MTR#7	\$2,535.12
	3575953	02/06/2020	1/01-1/31/20 SVC GRAND XING PWKY MTR#6	\$83.60
	3576656	02/11/2020	12/31-1/30/20 SVC PUMP STATION N/W CHERLY LN	\$25.88

**CITY OF INDUSTRY  
WELLS FARGO BANK  
March 12, 2020**

Check	Date	Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>			
3575951	02/06/2020	1/01-1/31/20 SVC GRAND XING PKWY GRAND AVE	\$489.65
3575937	02/06/2020	1/01-1/31/20 SVC END OF BAKER PKWY- TEMP	\$2,751.29
3575910	02/06/2020	01/01-1/31/20 SVC E/S GRAND 215 S/O BAKER PKWY	\$98.74
3575903	02/06/2020	1/01-1/31/20 SVC BAKER PKWY & GRAND N/W	\$839.46
3575902	02/06/2020	1/01-1/31/20 SVC GRAND CROSSING WEST	\$106.72
3575901	02/06/2020	1/01-1/31/20 SVC GRAND CROSSING EAST	\$37.16
3576901	02/11/2020	12/31-1/30/20 SVC NOGALES PUMP STATION	\$61.14
3575944	02/06/2020	1/01-1/31/20 SVC 21627 GRAND CROSSING PKWY #4	\$94.13
3575943	02/06/2020	1/01-1/31/20 SVC 21627 GRAND CROSSING PKWY #3	\$91.27
3575883	02/06/2020	1/01-1/31/20 SVC 22002 VALLEY BLVD	\$25.88
3575873	02/06/2020	1/01/1/31/20 SVC BAKER PKWY METER # 1	\$101.99
3575874	02/06/2020	1/01/1/31/20 SVC BAKER PKWY METER # 2	\$90.56
3575881	02/06/2020	1/01-1/31/20 SVC GRAND AVE CROSSING 1200 E OF	\$79.84
3575880	02/06/2020	1/01-1/31/20 SVC GRAND AVE CROSSING 1200 E OF	\$86.27
3576676	02/11/2020	12/31-1/30/20 SVC BREA CYN PUMP STATION	\$24.09
<b>73109</b>	<b>03/02/2020</b>	<b>FIDELITY SECURITY LIFE</b>	<b>\$1,299.08</b>
Invoice	Date	Description	Amount
16424530	02/22/2020	VISION PREMIUM FOR MARCH 2020	\$1,299.08
<b>73110</b>	<b>03/03/2020</b>	<b>CATHERINE MARCUCCI</b>	<b>\$606.30</b>
Invoice	Date	Description	Amount
3/26-4/1/20	02/25/2020	REIMBURSE FOR TRAVEL EXPENSE-WASHINGTON DC	\$606.30
<b>73111</b>	<b>03/04/2020</b>	<b>AT &amp; T</b>	<b>\$625.69</b>
Invoice	Date	Description	Amount
2020-00001299	02/17/2020	2/17-3/16/20 SVC -TONNER -RADIO	\$317.05

**CITY OF INDUSTRY  
WELLS FARGO BANK  
March 12, 2020**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	2020-00001300	02/17/2020	2/17-3/16/20 SVC TONNER-GUARD SHACK	\$308.64
<b>73112</b>	03/04/2020		<b>FRONTIER</b>	<b>\$331.41</b>
	Invoice	Date	Description	Amount
	2020-00001313	02/19/2020	2/19-3/18/20 SVC 23400 E. FORK AZUSA 91702	\$72.48
	2020-00001326	02/16/2020	2/16-3/15/20 SVC BREA CYN PUMP STN	\$76.98
	2020-00001327	02/16/2020	2/16-3/15/20 SVC PH AUTO PLAZA	\$181.95
<b>73113</b>	03/04/2020		<b>SAN GABRIEL VALLEY WATER CO.</b>	<b>\$249.14</b>
	Invoice	Date	Description	Amount
	2020-00001314	02/18/2020	1/15-2/14/20 SVC 336 EL ENCANTO	\$50.20
	2020-00001315	02/14/2020	1/14-2/13/20 SVC 14329 VALLEY	\$198.94
<b>73114</b>	03/04/2020		<b>SO CALIFORNIA EDISON COMPANY</b>	<b>\$57,019.09</b>
	Invoice	Date	Description	Amount
	2020-00001301	02/19/2020	1/16-2/14/20 SVC VARIOUS SITES	\$5,052.30
	2020-00001302	02/19/2020	6/15-2/01/20 SVC VARIOUS SITES	\$42,085.51
	2020-00001303	02/22/2020	1/23-2/21/20 SVC 1007 LAWSON ST	\$41.88
	2020-00001304	02/22/2020	1/23-2/21/20 SVC 580 BREA CANYON	\$10.70
	2020-00001305	02/22/2020	1/23-2/21/20 SVC 575 BREA CANYON	\$10.80
	2020-00001306	02/22/2020	1/23-2/21/20 SVC 21380 VALLEY	\$10.06
	2020-00001307	02/21/2020	1/22-2/20/20 SVC VARIOUS SITES	\$117.27
	2020-00001308	02/19/2020	7/01-2/01/20 SVC VARIOUS SITES	\$5,403.45
	2020-00001309	02/19/2020	1/13-2/14/20 SVC VARIOUS SITES	\$1,206.46
	2020-00001310	02/19/2020	12/17-2/14/20 SVC VARIOUS SITES	\$2,973.58
	2020-00001311	02/19/2020	1/16-2/14/20 SVC VARIOUS SITES	\$70.85

**CITY OF INDUSTRY  
WELLS FARGO BANK  
March 12, 2020**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	2020-00001312	02/19/2020	1/17-2/18/20 SVC 900 NOGALES	\$36.23
<b>73115</b>	03/04/2020		<b>SOCALGAS</b>	<b>\$14.79</b>
	Invoice	Date	Description	Amount
	2020-00001316	02/18/2020	1/14-2/13/20 SVC 610 S. BREA CANYON	\$14.79
<b>73116</b>	03/12/2020		<b>BCM CUSTOMER SERVICE, INC.</b>	<b>\$5,095.04</b>
	Invoice	Date	Description	Amount
	300046	01/24/2020	A/C MAINT-EL ENCANTO	\$1,973.83
	297203	09/25/2019	A/C REPAIR-EL ENCANTO	\$3,121.21
<b>73117</b>	03/12/2020		<b>BIRDI &amp; ASSOCIATES, INC.</b>	<b>\$5,518.70</b>
	Invoice	Date	Description	Amount
	#5R-FAC18-013B-R	03/01/2020	RETENTION-METROLINK SECURITY SYSTEM	\$5,518.70
<b>73118</b>	03/12/2020		<b>BLAKE AIR CONDITIONING COMPANY</b>	<b>\$596.42</b>
	Invoice	Date	Description	Amount
	55330	02/06/2020	A/C REPAIR-CITY HALL	\$596.42
<b>73119</b>	03/12/2020		<b>BLD BUILDERS, INC.</b>	<b>\$366,633.90</b>
	Invoice	Date	Description	Amount
	#1FAC-19-064B	03/01/2020	EL ENCANTO FACILITY IMPROVEMENTS	\$385,930.42
<b>73120</b>	03/12/2020		<b>BRYAN PRESS</b>	<b>\$198.15</b>
	Invoice	Date	Description	Amount
	0083025	02/13/2020	BUSINESS CARDS-MASTERS & P. DEJONG	\$115.50

**CITY OF INDUSTRY  
WELLS FARGO BANK  
March 12, 2020**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	0082888	02/03/2020	BUSINESS CARDS-S. PEDROZA	\$82.65
<b>73121</b>	03/12/2020		<b>CALIFORNIA HISTORICAL SOCIETY</b>	<b>\$100.00</b>
	Invoice	Date	Description	Amount
	R020420	02/27/2020	MEMBERSHIP-HOMESTEAD	\$100.00
<b>73122</b>	03/12/2020		<b>CASC ENGINEERING AND</b>	<b>\$5,716.70</b>
	Invoice	Date	Description	Amount
	41784	01/31/2020	NPDES CONSULTING-COI	\$3,645.00
	0041741	01/31/2020	MITIGATED MONITORING-20701 CURRIER RD	\$2,071.70
<b>73123</b>	03/12/2020		<b>CINTAS CORPORATION LOC 693</b>	<b>\$112.18</b>
	Invoice	Date	Description	Amount
	4043461617	02/24/2020	DOOR MATS	\$56.58
	4042826252	02/17/2020	DOOR MATS	\$55.60
<b>73124</b>	03/12/2020		<b>CITY OF INDUSTRY-PAYROLL ACCT</b>	<b>\$130,000.00</b>
	Invoice	Date	Description	Amount
	PR P/E 2/21/20	02/26/2020	REPLENISH PAYROLL FOR P/E 2/21/20	\$130,000.00
<b>73125</b>	03/12/2020		<b>CNC ENGINEERING</b>	<b>\$183,124.04</b>
	Invoice	Date	Description	Amount
	500321	02/27/2020	RESURFACING DESIGN-EXPO PARKING LOT	\$48,392.48
	500322	02/27/2020	EXPO BARN FACILITY LIGHTING	\$100.00
	500323	02/27/2020	AVALON ROOM DESIGN	\$2,841.25
	500324	02/27/2020	METROLINK STATION SECURITY SYSTEM	\$1,153.75

**CITY OF INDUSTRY  
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Check	Date	Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>			
500325	02/27/2020	CITYWIDE ADA SELF EVALUATION	\$770.00
500326	02/27/2020	SITE PLAN FOR SHERIFF TRAILER	\$345.00
500328	02/27/2020	FOUR GRADE SEPARATION PUMP STATIONS	\$97.50
500329	02/27/2020	CATCH BASIN RETROFITS	\$2,012.50
500330	02/27/2020	SEWER DESIGN EXPO CENTER SEWER	\$8,140.00
500331	02/27/2020	ANNUAL PAVEMENT REHABILITATION	\$880.00
500332	02/27/2020	ANNUAL SLURRY SEAL FY 2019	\$2,335.00
500333	02/27/2020	RESURFACING OF DON JULIAN RD	\$5,290.00
500334	02/27/2020	STARHILL LANE/3RD AVE WATERLINE	\$4,295.00
500335	02/27/2020	4TH AVE/TRAILSIDE WATERLINE	\$1,220.00
500336	02/27/2020	GENERAL ENGINEERING 2/10-2/23/20	\$340.00
500337	02/27/2020	GENERAL ENGINEERING-TRAFFIC	\$2,955.00
500338	02/27/2020	GENERAL ENGINEERING-PLAN APPROVAL	\$8,180.00
500339	02/27/2020	GENERAL ENGINEERING-COUNTER SERVICE	\$2,040.00
500340	02/27/2020	GENERAL ENGINEERING-PERMITS	\$23,041.25
500341	02/27/2020	WALNUT DR SOUTH WIDENING	\$925.00
500342	02/27/2020	ARENTH AVE RECONSTRUCTION	\$1,375.00
500343	02/27/2020	CITY HALL ROOF RESTORATION	\$100.00
500344	02/27/2020	GENERAL ENGINEERING 2/10-2/23/20	\$47,399.06
500345	02/27/2020	NPDES STORM WATER	\$5,052.50
500346	02/27/2020	TONNER CYN PROPERTY	\$1,122.50
500347	02/27/2020	EXPO CENTER STANDARDS OF FACILITY MAINT	\$3,471.25
500353	02/27/2020	PAINT EVALUATION OF WROUGHT IRON FENCE	\$4,250.00
032020	03/01/2020	WHEELS/MEALS RENT-MAR 2020	\$5,000.00
73126	03/12/2020	CNC ENGINEERING	\$88,941.25

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

Invoice	Date	Description	Amount
500327	02/27/2020	EL ENCANTO IMPROVEMENTS	\$2,987.50
500348	02/27/2020	VARIOUS CITY PAID EXPENSES FOR TRES	\$2,555.00
500349	02/27/2020	CITY HALL MAINT	\$6,477.50
500350	02/27/2020	HOMESTEAD MUSEUM IMPROVEMENTS	\$2,991.25
500351	02/27/2020	STIMSON AVE CROSSING AT LA SUBDIVISION	\$97.50
500352	02/27/2020	TRAFFIC SIGNAL-NELSON/SUNSET	\$1,395.00
500354	02/27/2020	605 FWY/VALLEY BLVD INTERCHANGE	\$97.50
500355	02/27/2020	HIGHWAY BRIDGE PROGRAM	\$390.00
500356	02/27/2020	AZUSA AVE BRIDGE REPAINTING	\$975.00
500357	02/27/2020	FISCAL YEAR BUDGET	\$8,415.00
500358	02/27/2020	ROWLAND ST RECONSTRUCTION	\$243.75
500359	02/27/2020	BUSINESS PKY PCC PAVEMENT	\$5,195.00
500360	02/27/2020	AZUSA AVE/TEMPLE AVE MODIFICATION	\$4,943.75
500361	02/27/2020	FOLLOW'S CAMP PROPERTY	\$6,090.00
500362	02/27/2020	RESURFACING VALLEY BLVD	\$3,825.00
500363	02/27/2020	NELSON AVE/PUENTE AVE WIDENING	\$170.00
500364	02/27/2020	REPAIR CITY OWNED PUMP STATIONS	\$195.00
500365	02/27/2020	ARENTH AVE RECONSTRUCTION	\$680.00
500366	02/27/2020	ARENTH AVE STREET LIGHT PROJECT	\$1,020.00
500367	02/27/2020	ARENTH GUARD RAIL INSTALLATION	\$2,400.00
500368	02/27/2020	CARTEGRAPH MGMT	\$22,880.00
500369	02/27/2020	BALDWIN PK BLVD/AMAR RD IMPROVEMENTS	\$292.50
500370	02/27/2020	HOMESTEAD MUSEUM UPGRADES	\$3,242.50
500371	02/27/2020	GRAND AVE RECONSTRUCTION	\$390.00
500372	02/27/2020	GRAND AVE BRIDGE WIDENING	\$340.00

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Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	500373	02/27/2020	TURNBULL CYN ROAD GRADE SEPARATION	\$10,652.50
<b>73127</b>	<b>03/12/2020</b>		<b>COUNTY OF LA DEPT OF PUBLIC</b>	<b>\$65,196.57</b>
	Invoice	Date	Description	Amount
	PW-20021004012	02/10/2020	TRAFFIC SIGNAL MAINT	\$418.34
	PW-20021004011	02/10/2020	TRAFFIC SIGNAL MAINT	\$2,608.33
	PA-20021004010	02/10/2020	TRAFFIC SIGNAL MAINT	\$11,809.46
	PW-20021003805	02/10/2020	CATCH BASIN RETROFITS	\$349.49
	PW-20021003787	02/10/2020	PUMP HOUSE MAINT	\$3,095.51
	PW-2002103783	02/10/2020	LITTER/DEBRIS REMOVAL	\$882.78
	PW-20021003784	02/10/2020	PAVEMENT PATCHING	\$4,525.99
	PW-20021003778	02/10/2020	STORM DAMAGE RESPONSE	\$12,561.69
	PW-20021003816	02/10/2020	TRAFFIC SIGNING REPAIRS	\$307.76
	PW-20021003785	02/10/2020	STREET MAINT/INSPECTION	\$1,210.04
	PW-20021003819	02/10/2020	ASPHALT PAVEMENT CRACK SEALING	\$18,605.80
	PW-20021003758	02/10/2020	DESIGN FOR AZUSA AVE BRIDGE PAINTING	\$420.97
	PW-20021003840	02/10/2020	REVIEW DESIGN-GRADE SEPARATION PUMP	\$2,801.83
	PW-20021003838	02/10/2020	INSTALL STRIPING AND PAVEMENT MARKINGS	\$5,598.58
<b>73128</b>	<b>03/12/2020</b>		<b>DAPEER, ROSENBLIT, AND LITVAK,</b>	<b>\$12,568.53</b>
	Invoice	Date	Description	Amount
	16912	01/31/2020	SPECIALIZED LEGAL SVC-JAN 2020	\$418.00
	16911	01/31/2020	SPECIALIZED LEGAL SVC-JAN 2020	\$9,820.43
	16910	01/31/2020	GENERAL CODE ENFORCEMENT-JAN 2020	\$2,330.10
<b>73129</b>	<b>03/12/2020</b>		<b>DEPT OF ANIMAL CARE &amp; CONTROL</b>	<b>\$5,276.30</b>

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Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	Invoice	Date	Description	Amount
	02/25/2020	02/25/2020	SHELTER COST-JAN 2020	\$5,276.30
<b>73130</b>	03/12/2020		<b>DEPT OF TRANSPORTATION</b>	<b>\$5,000.00</b>
	Invoice	Date	Description	Amount
	15008169	06/15/2015	COOP 07-4832 FOR MAY 2015	\$5,000.00
<b>73131</b>	03/12/2020		<b>DOUG MARTIN CONTRACTING CO.,</b>	<b>\$169,993.61</b>
	Invoice	Date	Description	Amount
	#1STR-19-044B	03/01/2020	ANNUAL SLURRY SEAL FY 2018-2019	\$178,940.65
<b>73132</b>	03/12/2020		<b>ELECTRA-MEDIA, INC</b>	<b>\$1,763.00</b>
	Invoice	Date	Description	Amount
	10410	02/15/2020	PUENTE HILLS AUTO DISPLAY-MAR 2020	\$1,763.00
<b>73133</b>	03/12/2020		<b>ELEVATE PUBLIC AFFAIRS, LLC</b>	<b>\$3,419.54</b>
	Invoice	Date	Description	Amount
	1842	02/12/2020	EXPENSE REIMBURSEMENTS	\$3,419.54
<b>73134</b>	03/12/2020		<b>FEDERAL EXPRESS CORP.</b>	<b>\$532.29</b>
	Invoice	Date	Description	Amount
	6-928-27713	02/14/2020	MESSENGER SVC	\$532.29
<b>73135</b>	03/12/2020		<b>GONSALVES &amp; SON, JOE A.</b>	<b>\$10,045.00</b>
	Invoice	Date	Description	Amount
	158039	02/20/2020	LEGISLATIVE SVC-FEB 2020	\$10,045.00

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Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
73136	03/12/2020		GOSS ENGINEERING INC.	\$2,054.90
	Invoice	Date	Description	Amount
	7812	01/31/2020	EXPO BARN FACILITY LIGHTING	\$2,054.90
73137	03/12/2020		HADDICK'S AUTO BODY	\$339.76
	Invoice	Date	Description	Amount
	H-85349	02/09/2020	TOWING SVC-LIC 1356177	\$40.00
	H-87464	02/07/2020	TOWING SVC-LIC 1210025	\$160.00
	048149	02/20/2020	AUTO MAINT-LIC 10534692	\$99.76
	H-85729	02/14/2020	TOWING SVC-LIC 1370863	\$40.00
73138	03/12/2020		HELLING, TROY	\$231.39
	Invoice	Date	Description	Amount
	03/03/20	03/03/2020	REIMBURSE FOR LUNCH MEETINGS	\$231.39
73139	03/12/2020		HINDERLITER, DE LLAMAS AND	\$23,906.74
	Invoice	Date	Description	Amount
	0032951-IN	02/06/2020	AUDIT SVC-SALES TAX 3RD QTR 2019	\$23,906.74
73140	03/12/2020		HISTORICAL RESOURCES, INC.	\$35,776.89
	Invoice	Date	Description	Amount
	02/27/20	02/27/2020	REIMBURSE FOR OFFICE SUPPLIES	\$122.38
	02/27/20-A	02/27/2020	AGRMT REIMBURSEMENT FOR FEB 2020	\$35,654.51
73141	03/12/2020		INDUSTRY SECURITY SERVICES	\$26,714.05

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Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	Invoice	Date	Description	Amount
	14-24478	02/21/2020	SECURITY SVC-VARIOUS CITY SITES	\$8,832.86
	14-24466	02/14/2020	SECURITY SVC-VARIOUS CITY SITES	\$8,322.62
	14-24228	10/30/2019	VEHICLE FUEL-TRES HERMANOS	\$744.00
	14-24488	02/27/2020	VEHICLE FUEL-TRES HERMANOS	\$507.72
	14-24494	02/28/2020	SECURITY SVC-VARIOUS CITY SITES	\$8,306.85
<b>73142</b>	03/12/2020		<b>INDUSTRY SECURITY SERVICES</b>	<b>\$35,952.96</b>
	Invoice	Date	Description	Amount
	14-24461	02/14/2020	SECURITY SVC-2/7-2/1320	\$11,731.84
	14-24473	02/21/2020	SECURITY SVC-2/14-2/20/20	\$12,489.28
	14-24489	02/28/2020	SECURITY SVC 2/21-2/27/20	\$11,731.84
<b>73143</b>	03/12/2020		<b>INDUSTRY TIRE SERVICE</b>	<b>\$1,111.72</b>
	Invoice	Date	Description	Amount
	293394	02/17/2020	REPLACE TIRES-LIC 1282752	\$1,111.72
<b>73144</b>	03/12/2020		<b>JEFF PARRIOTT PHOTOGRAPHIC</b>	<b>\$5,130.00</b>
	Invoice	Date	Description	Amount
	00604	02/26/2020	PROF SVC-HOMESTEAD	\$5,130.00
<b>73145</b>	03/12/2020		<b>JENSEN ENTERPRISES INC.</b>	<b>\$4,894.66</b>
	Invoice	Date	Description	Amount
	CD99048403	02/12/2020	GALVANIZED STORM DRAIN GRATES	\$3,805.13
	CD99047626	02/07/2020	GALVANIZED CATCH BASIN GRATE-TONNER CYN	\$1,089.53

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Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
73146	03/12/2020		JMDiaz, Inc.	\$1,320.00
	Invoice	Date	Description	Amount
	038 (20-020)	01/31/2020	STAFF AUGMENTATION-JAN 2020	\$1,320.00
73147	03/12/2020		KIEU LINH	\$10.00
	Invoice	Date	Description	Amount
	2/27/2020	02/27/2020	REFUND-CITATION ID154632	\$10.00
73148	03/12/2020		KIMLEY-HORN & ASSOCIATES, INC.	\$2,646.59
	Invoice	Date	Description	Amount
	15861235	01/31/2020	TRAFFIC STUDY-DON JULIAN RD	\$2,646.59
73149	03/12/2020		KLEINFELDER, INC.	\$46,175.75
	Invoice	Date	Description	Amount
	001274171	02/26/2020	EXPO CENTER PARKING LOT RECONSTRUCTION	\$26,255.50
	001274176	02/26/2020	SLURRY SEAL-VARIOUS LOCATIONS	\$19,920.25
73150	03/12/2020		KLINE'S PLUMBING, INC.	\$375.00
	Invoice	Date	Description	Amount
	11305	01/17/2020	PLUMBING REPAIR-1123 HATCHER AVE	\$375.00
73151	03/12/2020		L A COUNTY DEPT OF PUBLIC	\$76,524.00
	Invoice	Date	Description	Amount
	D1200000013	01/29/2020	DEPOSIT-UPPER SAN GABRIEL RIVER WATERSHED	\$76,524.00
73152	03/12/2020		L A COUNTY SHERIFF'S	\$898,511.69

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Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	Invoice	Date	Description	Amount
	202392AL	02/11/2020	SHERIFF CONTRACT-JAN 2020	\$898,511.69
<b>73153</b>	03/12/2020		<b>LA PUENTE VALLEY COUNTY</b>	<b>\$286.48</b>
	Invoice	Date	Description	Amount
	BS;02/20	02/19/2020	WATER MONITORING-BOY SCOUTS RESERVOIR	\$286.48
<b>73154</b>	03/12/2020		<b>LOCKE LORD LLP</b>	<b>\$291,715.80</b>
	Invoice	Date	Description	Amount
	1557802	02/13/2020	LEGAL SVC-JAN 2020	\$4,239.75
	1557963	02/14/2020	LEGAL SVC-JAN 2020	\$133,819.40
	1557942	02/14/2020	LEGAL SVC-JAN 2020	\$55,262.50
	1550733	01/10/2020	LEGAL SVC-NOV/DEC 2019	\$98,394.15
<b>73155</b>	03/12/2020		<b>LOCKS PLUS, INC.</b>	<b>\$725.70</b>
	Invoice	Date	Description	Amount
	24732	10/23/2019	REPAIR NIGHT LOCK-HOMESTEAD	\$200.00
	34191	12/15/2019	REPAIR CONTROL SYSTEM IN STORAGE ROOM-	\$200.00
	34235	01/06/2020	VALIDATE KNOX LOCK-1123 HATCHER AVE	\$130.00
	34197	12/18/2019	RE-KEY DOOR-1123 HATCHER AVE	\$195.70
<b>73156</b>	03/12/2020		<b>MEAD AND HUNT, INC.</b>	<b>\$1,345.00</b>
	Invoice	Date	Description	Amount
	299567	02/12/2020	CHINO DAM INUNDATION & EAP	\$1,345.00
<b>73157</b>	03/12/2020		<b>MOUNTAIN VIEW SCHOOL DISTRICT</b>	<b>\$100.00</b>

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Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	Invoice	Date	Description	Amount
	1920JTTPVE2	02/24/2020	BUS FUNDING STIPEND ON 6/2/20-HOMESTEAD	\$100.00
<b>73158</b>	03/12/2020		<b>MX GRAPHICS, INC.</b>	<b>\$854.12</b>
	Invoice	Date	Description	Amount
	20320	02/04/2020	MICROFICHE SAN	\$213.53
	20393	02/17/2020	MICROFICHE SCAN	\$213.53
	20392	02/13/2020	MICROFICHE SCAN	\$213.53
	20318	01/10/2020	MICROFICHE SCAN	\$213.53
<b>73159</b>	03/12/2020		<b>NATALIE MEYER</b>	<b>\$600.00</b>
	Invoice	Date	Description	Amount
	PPNMHW2020	02/24/2020	WORKSHOP ON 3/21/20-HOMESTEAD	\$600.00
<b>73160</b>	03/12/2020		<b>NELSON, JOSHUA</b>	<b>\$43.94</b>
	Invoice	Date	Description	Amount
	02/27/20	02/13/2020	REIMBURSEMENT FOR TRAVEL EXPENSES	\$43.94
<b>73161</b>	03/12/2020		<b>NELSON, JOSHUA</b>	<b>\$63.51</b>
	Invoice	Date	Description	Amount
	02/13/20	02/13/2020	REIMBURSE FOR TRES HERMANOS WEBSITE DOMAIN	\$63.51
<b>73162</b>	03/12/2020		<b>OLMOS PROFESSIONAL SERVICES</b>	<b>\$8,782.00</b>
	Invoice	Date	Description	Amount
	348	02/29/2020	JANITORIAL SVC-IBC	\$1,467.00
	349	02/29/2020	JANITORIAL SVC-15660 STAFFORD (YAL)	\$1,815.00

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Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	350	02/29/2020	JANITORIAL SVC-CITY HALL	\$5,500.00
<b>73163</b>	03/12/2020		<b>OPEN TEXT INC.</b>	<b>\$91.00</b>
	Invoice	Date	Description	Amount
	07634191912	12/02/2019	FAX SVC-NOV 2019	\$45.50
	07634192001	01/02/2020	FAX SVC-DEC 2019 (FINAL BILLING)	\$45.50
<b>73164</b>	03/12/2020		<b>OWEN GROUP LIMITED</b>	<b>\$7,878.75</b>
	Invoice	Date	Description	Amount
	5557	01/20/2020	ADA EVALUATION AND TRANSLATION PLAN	\$7,878.75
<b>73165</b>	03/12/2020		<b>PARS</b>	<b>\$600.00</b>
	Invoice	Date	Description	Amount
	44937	02/13/2020	REP FEES-DEC 2019	\$300.00
	44882	02/10/2020	ARS FEES-DEC 2019	\$300.00
<b>73166</b>	03/12/2020		<b>PEDROZA JR, SAMUEL</b>	<b>\$126.33</b>
	Invoice	Date	Description	Amount
	02/24/20	02/24/2020	REIMBURSE FOR LUNCH MEETINGS	\$126.33
<b>73167</b>	03/12/2020		<b>PLACEWORKS</b>	<b>\$13,097.06</b>
	Invoice	Date	Description	Amount
	71284	01/31/2020	GRAND AVE WIDENING	\$1,313.26
	71258	01/31/2020	PENSKE DEALERSHIP	\$4,365.60
	71122	01/31/2020	HOUSING ELEMENT SVC	\$4,376.25
	71260	01/31/2020	CEQA FOR BILLBOARD-19465 E WALNUT AVE	\$3,041.95

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Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
<b>73168</b>	03/12/2020		<b>RICOH USA, INC.</b>	<b>\$1,137.24</b>
	Invoice	Date	Description	Amount
	5058838209	02/12/2020	METER READING-TREASURY	\$66.48
	5058800869	02/09/2020	COPIER LEASE-VARIOUS	\$276.08
	32784933	12/13/2019	COPIER LEASE-TREASURY	\$252.66
	33066136	02/14/2020	COPIER LEASE-ENGINEERING	\$289.36
	33066357	02/14/2020	COPIER LEASE-TREASURY	\$252.66
<b>73169</b>	03/12/2020		<b>SAGE ENVIRONMENTAL GROUP</b>	<b>\$56,700.00</b>
	Invoice	Date	Description	Amount
	858	02/17/2020	ON-CALL BIOLOGICAL MONITORING-VARIOUS SITES	\$56,700.00
<b>73170</b>	03/12/2020		<b>SAN GABRIEL VALLEY</b>	<b>\$2,160.00</b>
	Invoice	Date	Description	Amount
	COI200226M	02/26/2020	LANDSCAPE SVC-TRAIL MAINT	\$2,160.00
<b>73171</b>	03/12/2020		<b>SAN GABRIEL VALLEY NEWSPAPER</b>	<b>\$398.00</b>
	Invoice	Date	Description	Amount
	0011363739	02/14/2020	NOTICE OF PUBLIC HEARING	\$398.00
<b>73172</b>	03/12/2020		<b>SATSUMA LANDSCAPE &amp; MAINT.</b>	<b>\$119,241.13</b>
	Invoice	Date	Description	Amount
	0220CH	02/27/2020	LANDSCAPE SVC-CIVIC FINANCIAL CENTER	\$47,745.43
	0220XROADS	02/27/2020	LANDSCAPE SVC-CROSSROADS PKY	\$30,410.80
	0220TA	02/27/2020	LANDSCAPE SVC-TEMPLE & AZUSA	\$41,084.90

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Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
<b>73173</b>	03/12/2020		<b>SCHYLLING INC.</b>	<b>\$290.87</b>
	Invoice	Date	Description	Amount
	S19929373	02/12/2020	STORE MERCHANDISE-HOMESTEAD	\$290.87
<b>73174</b>	03/12/2020		<b>SHAWNAN</b>	<b>\$402,827.22</b>
	Invoice	Date	Description	Amount
	#5EXPO-1	03/01/2020	RESURFACING DESIGN-EXPO PARKING LOT	\$318,437.16
	#5EXPO-51	03/01/2020	RESURFACING DESIGN-EXPO PARKING LOT	\$39,751.50
	#5EXPO-102	03/01/2020	RESURFACING DESIGN-EXPO PARKING LOT	\$39,210.00
	#5EXPO-152	03/01/2020	RESURFACING DESIGN-EXPO PARKING LOT	\$26,630.00
<b>73175</b>	03/12/2020		<b>AMERICAN BUSINESS BANK</b>	<b>\$84,366.86</b>
	Invoice	Date	Description	Amount
	#5EXPO-1-R	03/01/2020	RETENTION-RESURFACING DESIGN EXPO PARKING	\$65,853.28
	#5EXPO-51-R	03/01/2020	RETENTION-RESURFACING DESIGN EXPO PARKING	\$4,517.58
	#5EXPO-102-R	03/01/2020	RETENTION-RESURFACING DESIGN EXPO PARKING	\$5,938.00
	#5EXPO-152-R	03/01/2020	RETENTION-RESURFACING DESIGN EXPO PARKING	\$8,058.00
<b>73176</b>	03/12/2020		<b>SO CAL INDUSTRIES</b>	<b>\$91.26</b>
	Invoice	Date	Description	Amount
	423245	02/05/2020	RR RENTAL-TONNER CYN/57 FWY	\$91.26
<b>73177</b>	03/12/2020		<b>SPARKLETTS</b>	<b>\$278.98</b>
	Invoice	Date	Description	Amount
	16916898 021420	02/14/2020	WATER DELIVERY	\$159.66

**CITY OF INDUSTRY  
WELLS FARGO BANK  
March 12, 2020**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	17165913 021420	02/14/2020	WATER DELIVERY	\$119.32
<b>73178</b>	03/12/2020		<b>SPECTRUM</b>	<b>\$938.99</b>
	Invoice	Date	Description	Amount
	036284021020	02/10/2020	BUSINESS INTERNET-FEB 2020	\$938.99
<b>73179</b>	03/12/2020		<b>SQUARE ROOT GOLF &amp; LANDSCAPE,</b>	<b>\$164,881.30</b>
	Invoice	Date	Description	Amount
	1475ELHM	02/26/2020	LANDSCAPE SVC-HOMESTEAD	\$17,825.59
	1474ELHM	02/26/2020	LANDSCAPE SVC-EL ENCANTO	\$8,809.50
	1476H-2	02/26/2020	SIGN REPAIR & INSTALLATION	\$2,343.21
	1473ELHM	02/26/2020	LANDSCAPE SVC-VARIOUS CITY SITES	\$7,264.00
	1476H	02/27/2020	LANDSCAPE SVC-VARIOUS CITY SITES	\$125,582.59
	1476H-1	02/26/2020	GRAFFITI REMOVAL	\$3,056.41
<b>73180</b>	03/12/2020		<b>STAPLES BUSINESS ADVANTAGE</b>	<b>\$560.20</b>
	Invoice	Date	Description	Amount
	8057425042	02/08/2020	OFFICE SUPPLIES	\$575.30
	8057504238	02/15/2020	CREDIT ON CANCELLED ORDER	(\$15.10)
<b>73181</b>	03/12/2020		<b>STEINKE ELECTRIC, KIRK</b>	<b>\$1,970.00</b>
	Invoice	Date	Description	Amount
	265	01/31/2020	REPAIR ELECTRICAL SHORT-EL ENCANTO	\$1,970.00
<b>73182</b>	03/12/2020		<b>SYNCHRONY BANK/AMAZON</b>	<b>\$394.13</b>
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY  
WELLS FARGO BANK  
March 12, 2020**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	S9SQC630	02/10/2020	OFFICE SUPPLIES	\$394.13
<b>73183</b>	03/12/2020		<b>TETRA TECH, INC.</b>	<b>\$11,780.00</b>
	Invoice	Date	Description	Amount
	51540224	01/09/2020	PRELIM DESIGN FOR STORMWATER CAPTURE	\$11,780.00
<b>73184</b>	03/12/2020		<b>THE BIG NORWEGIAN</b>	<b>\$1,637.89</b>
	Invoice	Date	Description	Amount
	55986	02/06/2020	REPAIR 2011 FORD-HATCHER YD	\$1,637.89
<b>73185</b>	03/12/2020		<b>THE TECHNOLOGY DEPOT</b>	<b>\$9,001.88</b>
	Invoice	Date	Description	Amount
	12798	02/13/2020	NETWORK MAINT-TICKET #16506	\$745.00
	12795	02/13/2020	NETWORK MAINT-TICKET #16423	\$250.00
	12803	02/14/2020	NETWORK MAINT-TICKET #16400	\$577.50
	12797	02/13/2020	NETWORK MAINT-TICKET #16491	\$745.00
	12794	02/13/2020	NETWORK MAINT-TICKET #16255	\$41.25
	12799	02/13/2020	NETWORK MAINT-TICKET #16517	\$786.25
	12796	02/13/2020	NETWORK MAINT-TICKET #16471	\$786.25
	12876	02/21/2020	NETWORK MAINT-TICKET #16557	\$745.00
	12880	02/21/2020	NETWORK MAINT-TICKET #16605	\$206.25
	12873	02/21/2020	NETWORK MAINT-TICKET #15678	\$828.75
	12877	02/21/2020	NETWORK MAINT-TICKET #16561	\$206.25
	12881	02/21/2020	NETWORK MAINT-TICKET #16606	\$41.25
	12874	02/21/2020	NETWORK MAINT-TICKET #16459	\$1,243.75
	12878	02/21/2020	NETWORK MAINT-TICKET #16571	\$786.25

**CITY OF INDUSTRY  
WELLS FARGO BANK  
March 12, 2020**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	12882	02/21/2020	NETWORK MAINT-TICKET #16609	\$82.50
	12875	02/21/2020	NETWORK MAINT-TICKET #16509	\$61.88
	12879	02/21/2020	NETWORK MAINT-TICKET #16584	\$868.75
<b>73186</b>	03/12/2020		<b>TRIBUNE DIRECT MARKETING, LLC</b>	<b>\$304.83</b>
	Invoice	Date	Description	Amount
	69288	02/05/2020	CALENDAR BROCHURE-HOMESTEAD	\$304.83
<b>73187</b>	03/12/2020		<b>VALLEY POWER SYSTEMS, INC.</b>	<b>\$619.00</b>
	Invoice	Date	Description	Amount
	R63193 09924	02/25/2020	GENERATOR INSPECTION-CITY HALL	\$619.00
<b>73188</b>	03/12/2020		<b>VORTEX INDUSTRIES, INC.</b>	<b>\$404.23</b>
	Invoice	Date	Description	Amount
	04-1412447	01/28/2020	REPAIR STEEL DOORS-1123 HATCHER	\$404.23
<b>73189</b>	03/12/2020		<b>WALNUT ELEMENTARY COMMUNITY</b>	<b>\$200.00</b>
	Invoice	Date	Description	Amount
	1920JTTWE	02/25/2020	BUS FUNDING STIPEND ON 3/11 & 3/19/20-	\$200.00
<b>73190</b>	03/12/2020		<b>WALNUT VALLEY WATER DISTRICT</b>	<b>\$400.00</b>
	Invoice	Date	Description	Amount
	ARINV0695	01/31/2020	ANNUAL RENT-COMMUNICATION SITE FOR 2020	\$400.00
<b>73191</b>	03/12/2020		<b>WEATHERITE SERVICE</b>	<b>\$815.00</b>
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY  
WELLS FARGO BANK  
March 12, 2020**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
L185797	02/05/2020		A/C MAINT-HOMESTEAD	\$643.00
L185792	02/05/2020		A/C MAINT-IBC	\$172.00
<b>73192</b>	<b>03/12/2020</b>		<b>WEST COAST ARBORISTS, INC.</b>	<b>\$37,000.00</b>
Invoice	Date	Description	Amount	
1-5709	02/17/2020	TREE TRIMMING-VALLEY BLVD	\$37,000.00	

Checks	Status	Count	Transaction Amount
	Total	99	\$3,654,724.21

*CITY COUNCIL*

ITEM NO. 5.2

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CITY COUNCIL REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
FEBRUARY 13, 2020  
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**CALL TO ORDER**

The Regular Meeting of the City Council of the City of Industry, California, was called to order by Mayor Cory C. Moss at 9:00 a.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

**FLAG SALUTE**

The flag salute was led by Mayor Moss.

**ROLL CALL**

PRESENT: Cory C. Moss, Mayor  
Cathy Marcucci, Mayor Pro Tem  
Abraham Cruz, Council Member  
Mark Radecki, Council Member  
Newell W. Ruggles, Council Member

STAFF PRESENT: Troy Helling, City Manager; Bing Hyun, Assistant City Manager; Josh Nelson, Director of Public Works/City Engineer; James M. Casso, City Attorney; and Julie Robles, City Clerk.

**PUBLIC COMMENTS**

Mayor Moss recognized the Mayor of La Puente for being in the audience.

**PRESENTATION – VALINDA SCHOOL OF ACADEMICS ROBOTICS TEAM**

Public Affairs Manager, Sam Pedroza introduced Couch Manny Olivas and Principal Elizabeth Bermejo from Valinda School of Academics to present the students making their robotics presentation to the City Council. The students will represent California at the Razorback Robotics Competition held at the University of Arkansas in a four-day robotics tournament in May. After the presentation, Mayor Moss presented each student with a certificate.

**CONSENT CALENDAR**

**6.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR FEBRUARY 13, 2020**

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CITY COUNCIL REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
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*RECOMMENDED ACTION:* *Approve the Register of Demands and authorize the appropriate City Officials to pay the bills.*

**6.2 CONSIDERATION OF THE MINUTES OF THE MARCH 8, 2018 REGULAR MEETING AND THE JANUARY 9, 2020 REGULAR MEETING**

*RECOMMENDED ACTION:* *Approve as submitted.*

**6.3 CONSIDERATION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH OWEN GROUP, LIMITED PARTNERSHIP, FOR THE ADA SELF EVALUATION AND TRANSITION PLAN, EXTENDING THE TERM THROUGH DECEMBER 31, 2020 (CIP-FAC-18-024-A)**

*RECOMMENDED ACTION:* *Approve the Amendment.*

**6.4 CONSIDERATION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH NINYO & MOORE GEOTECHNICAL AND ENVIRONMENTAL SERVICES CONSULTANTS, FOR ON-CALL GEOTECHNICAL ENGINEERING SERVICES, EXTENDING THE TERM THROUGH FEBRUARY 13, 2021, AND INCREASING THE BUDGET BY \$100,000.00**

*RECOMMENDED ACTION:* *Approve the Amendment.*

**6.5 CONSIDERATION OF AMENDMENT NO. 1 TO THE LICENSE AGREEMENT WITH EVANS FOOD GROUP LTD., FOR ACCESS TO THE PARKING LOT LOCATED AT EL ENCANTO HEALTHCARE AND HABILITATION CENTER, AND THE WORKMAN AND TEMPLE FAMILY HOMESTEAD MUSEUM, TO UTILIZE AS A TEMPORARY OVERFLOW PARKING AREA**

*RECOMMENDED ACTION:* *Approve the Amendment.*

Director of Public Works/City Engineer, Josh Nelson provided a correction to the Council on Item 6.4. The dollar amount should read as \$140,000.00, not \$100,000.00.

Council Member Radecki recused himself from check number 72998 for item 1 (Register of Demands) due to a potential or actual financial conflict of interest due to he is currently employed by Square Root Golf and Landscape.

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CITY COUNCIL REGULAR MEETING MINUTES  
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Council Member Ruggles recused himself from check number 72951 for item 1 (Register of Demands) due to a potential or actual financial conflict of interest due to he is currently employed by Haddick's Auto Body.

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY COUNCIL MEMBER RADECKI THAT THE RECOMMENDATIONS BE ACCEPTED FOR THE REMAINING ITEMS LISTED ON THE CONSENT CALENDAR, WITH THE CORRECTION OF THE DOLLAR AMOUNT ON ITEM 4, TO \$140,000.00, WITH COUNCIL MEMBER RADECKI RECUSING HIMSELF FROM CHECK NUMBER 72998 ON ITEM 1 (REGISTER OF DEMANDS) AND COUNCIL MEMBER RUGGLES RECUSING HIMSELF FROM CHECK NUMBER 72951 ON ITEM 1 (REGISTER OF DEMANDS). MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	CRUZ, RADECKI, RUGGLES, MARCUCCI, MOSS
NOES:	COUNCIL MEMBERS:	NONE
ABSENT	COUNCIL MEMBERS:	NONE
ABSTAIN	COUNCIL MEMBERS:	NONE

#### **ACTION ITEMS**

**7.1 CONSIDERATION OF DEVELOPMENT PLAN NO. 19-2 AND ZONE EXCEPTION NO. 19-1, FOR THE CONSTRUCTION OF A NEW 79,605 SQUARE-FOOT AUTOMOBILE DEALERSHIP LOCATED ON AN APPROXIMATE 6.38-ACRE UNDEVELOPED LOT, AND THE ADOPTION OF A MITIGATED NEGATIVE DECLARATION FOR THE PROPERTY LOCATED AT 17673 AND 17695 GALE AVENUE.**

**a. CONSIDERATION OF RESOLUTION NO. CC 2020-02 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ADOPTING A MITIGATED NEGATIVE DECLARATION FOR DEVELOPMENT PLAN NO. 19-2 AND ZONE EXCEPTION NO. 20-1 TO ALLOW FOR THE DEVELOPMENT OF A 79,605 SQUARE-FOOT AUTOMOBILE DEALERSHIP LOCATED AT 17673 AND 17695 GALE AVENUE, CITY OF INDUSTRY, CALIFORNIA, AND MAKING FINDINGS IN SUPPORT THEREOF**

*RECOMMENDED ACTION:*

*Adopt Resolution No. CC 2020-02.*



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CITY COUNCIL REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
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**7.2 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH IRC TECHNOLOGIES, DBA INDEPENDENT ROOFING CONSULTANTS TO PROVIDE CONSULTING SERVICES RELATED TO ROOF RESTORATION AND REPLACEMENT AT VARIOUS LOCATIONS IN THE CITY OF INDUSTRY FOR AN AMOUNT NOT TO EXCEED \$54,000.00**

*RECOMMENDED ACTION: Approve the Agreement.*

THIS ITEM WAS PULLED.

**7.3 CONSIDERATION OF AMENDMENT NO. 1 TO THE STREET SWEEPING CONTRACT WITH R.F. DICKSON COMPANY, INC., EXTENDING THE TERM OF THE AGREEMENT THROUGH APRIL 8, 2021, AND INCREASING THE BUDGET BY \$272,000.00 (CITY-1423)**

*RECOMMENDED ACTION: Approve the Amendment.*

THIS ITEM WAS PULLED.

**7.4 CONSIDERATION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH TETRA TECH, INC., TO CONTINUE TO PREPARE 30% PRELIMINARY DESIGN FOR MULTI-BENEFIT STORMWATER CAPTURE PROJECTS FOR THE UPPER SAN GABRIEL RIVER ENHANCED WATERSHED MANAGEMENT PROGRAM FOR AN AMOUNT NOT-TO-EXCEED \$714,000.00 THROUGH AUGUST 31, 2020 (CONTRACT NO. 2017-1002)**

*RECOMMENDED ACTION: Approve the Amendment.*

THIS ITEM WAS PULLED.

**7.5 CONSIDERATION OF AMENDMENT NO. 1 TO THE AGREEMENT FOR CONSULTING SERVICES WITH IDS GROUP, INC. FOR THE AVALON ROOM IMPROVEMENTS (CIP-EXPO-18-017 B)**

*RECOMMENDED ACTION: Approve the Amendment.*

THIS ITEM WAS PULLED.

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CITY COUNCIL REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
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**CITY MANAGER REPORTS**

There were known.

**AB 1234 REPORTS**

There were known.

**CITY COUNCIL COMMUNICATIONS**

Mayor Moss spoke about the passing of Mayor Dave Perez on Monday, February 10<sup>th</sup>. Dave Perez was 74 years old and had been ill for quite some time. He served as Mayor for the City of Industry from 2001 to 2012. He was a devoted Civic Leader and played a major role in developing the City of Industry. He increased the number of retail, industrial and manufacturing businesses in the City. His trust in people was immense, and he was incredibly devoted to the City even after he stepped down. He will always be remembered for his incredible devotion to the City and his trust of others to carry out his vision. He was a dear friend and mentor and always saw the best in people. This meeting is adjourned in honor of Mayor Dave Perez.

Council Member Radecki asked for a moment of silence in his honor.

11. **CLOSED SESSION**

11.1 Conference with real property negotiators pursuant to Government Code Section 54956.8:

Property: 15710 Rausch Road, City of Industry, CA also known as Assessor's Parcel Number 8245-001-073 and 8245-001-074

Agency Negotiators: Troy Helling, City Manager  
Bing Hyun, Assistant City Manager

Negotiating Parties: Brian L. Dryer, Owner

Under Negotiation: Price and terms of payment

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CITY COUNCIL REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
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11.2 Conference with real property negotiators pursuant to Government Code Section 54956.8:

Property: 120 S. Hacienda Boulevard, City of Industry, CA also known as Assessor's Parcel Number 8245-001-075 and 8245-001-076

Agency Negotiators: Troy Helling, City Manager  
Bing Hyun, Assistant City Manager

Negotiating Parties: Evergreen Advantage LLC

Under Negotiation: Price and terms of payment

11.3 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Pursuant to Government Code Section 54956.9(d)(1)  
Case: *Concerned Citizens of City of Industry v. Radecki, et al.*  
Superior Court of California, County of Los Angeles  
Case No. BC700716

Mayor Moss recessed the meeting at 9:23 a.m.

Mayor Moss reconvened the meeting into Closed Session at 9:42 a.m.

At 9:42 a.m. City Attorney, Casso, Assistant City Attorney Sparks, Council Member Cruz and Council Member Radecki recused themselves from Item 11.3 and left the Chamber. Item 11.3 was to be taken up first with Special Counsel. At 10:22 a.m., each of these members returned to the Chamber for Items 11.1 and 11.2.

Mayor Moss reconvened the meeting at 10:40 a.m. All members of the City Council were present.

City Attorney Casso reported out of Closed Session in regards to Closed Session items 11.1 and 11.2, direction was given to the Agency Negotiators. No further action was taken, nothing further to report.

In regards to Item 11.3, City Manager Helling, reported that an update and direction was given. Nothing further to report at this time.

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CITY COUNCIL REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
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**ADJOURNMENT**

This meeting is adjourned in the honor of Mayor Dave Perez.

There being no further business, the City Council adjourned at 10:42 a.m.

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CORY C. MOSS  
MAYOR

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JULIE ROBLES  
CITY CLERK

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CITY COUNCIL SPECIAL MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
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**CALL TO ORDER**

The Special Meeting of the City Council of the City of Industry, California, was called to order by Mayor Cory C. Moss at 9:23 a.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

**FLAG SALUTE**

The flag salute was led by Mayor Moss.

**ROLL CALL**

PRESENT: Cory C. Moss, Mayor  
Cathy Marcucci, Mayor Pro Tem  
Abraham Cruz, Council Member  
Mark Radecki, Council Member  
Newell W. Ruggles, Council Member

STAFF PRESENT: Troy Helling, City Manager; Bing Hyun, Assistant City Manager; Josh Nelson, Director of Public Works/City Engineer; James M. Casso, City Attorney; and Julie Robles, City Clerk.

**ACTION ITEMS**

**5.1 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH I.R.C. TECHNOLOGIES, INC. DBA INDEPENDENT ROOFING CONSULTANTS TO PROVIDE CONSULTING SERVICES RELATED TO ROOF RESTORATION AND REPLACEMENT AT VARIOUS CITY OWNED PROPERTIES, FOR AN AMOUNT NOT TO EXCEED \$39,440.00**

*RECOMMENDED ACTION: Approve the Agreement.*

Director of Public Works/City Engineer, Josh Nelson provided a staff report and was available to answer any questions.

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY COUNCIL MEMBER RUGGLES TO APPROVE THE AGREEMENT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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CITY COUNCIL SPECIAL MEETING MINUTES  
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AYES: COUNCIL MEMBERS: CRUZ, RADECKI, RUGGLES, MARCUCCI,  
MOSS  
NOES: COUNCIL MEMBERS: NONE  
ABSENT COUNCIL MEMBERS: NONE  
ABSTAIN COUNCIL MEMBERS: NONE

**5.2 CONSIDERATION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH IDS GROUP, INC. FOR THE AVALON ROOM AND PATIO CAFÉ IMPROVEMENTS (CIP-EXPO-18-017 B)**

*RECOMMENDED ACTION: Approve the Amendment.*

Director of Public Works/City Engineer, Josh Nelson provided a staff report and was available to answer any questions.

MOTION BY COUNCIL MEMBER RADECKI, AND SECOND BY COUNCIL MEMBER CRUZ TO APPROVE THE AMENDMENT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS: CRUZ, RADECKI, RUGGLES, MARCUCCI,  
MOSS  
NOES: COUNCIL MEMBERS: NONE  
ABSENT COUNCIL MEMBERS: NONE  
ABSTAIN COUNCIL MEMBERS: NONE

**5.3 CONSIDERATION OF AMENDMENT NO. 1 TO THE STREET SWEEPING CONTRACT WITH R.F. DICKSON COMPANY, INC. TO INCREASE THE BUDGET BY \$300,000.00, AND EXTENDING THE TERM OF THE AGREEMENT THROUGH APRIL 8, 2021 (CITY-1423)**

*RECOMMENDED ACTION: Approve the Amendment.*

City Manager, Troy Helling provided a staff report and was available to answer any questions.

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY MAYOR MOSS TO APPROVE THE AMENDMENT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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CITY COUNCIL SPECIAL MEETING MINUTES  
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AYES: COUNCIL MEMBERS: CRUZ, RADECKI, RUGGLES, MARCUCCI,  
MOSS  
NOES: COUNCIL MEMBERS: NONE  
ABSENT COUNCIL MEMBERS: NONE  
ABSTAIN COUNCIL MEMBERS: NONE

**5.4 CONSIDERATION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH TETRA TECH, INC., TO CONTINUE 30 PERCENT PRELIMINARY DESIGN FOR MULTI-BENEFIT STORMWATER CAPTURE PROJECTS FOR THE UPPER SAN GABRIEL RIVER ENHANCED WATERSHED MANAGEMENT PROGRAM, FOR AN AMOUNT NOT-TO-EXCEED \$714,000.00 THROUGH AUGUST 31, 2020 (CONTRACT NO. 2017-1002)**

*RECOMMENDED ACTION: Approve the Amendment.*

Director of Public Works/City Engineer, Josh Nelson provided a staff report and Senior Project Manager James Cramsie from CNC Engineering provided additional information and both were available to answer any questions.

MOTION BY MAYOR PRO TEM MARCUCCI, AND SECOND BY COUNCIL MEMBER RADECKI TO APPROVE THE AMENDMENT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS: CRUZ, RADECKI, RUGGLES, MARCUCCI,  
MOSS  
NOES: COUNCIL MEMBERS: NONE  
ABSENT COUNCIL MEMBERS: NONE  
ABSTAIN COUNCIL MEMBERS: NONE

Mayor Moss acknowledged that Captain Bobby Wyche was in attendance today in the audience.

Mayor Moss and Council Member Radecki both extended condolences to the Perez family in regards to the recent loss of Mayor Dave Perez.

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CITY COUNCIL SPECIAL MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
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**ADJOURNMENT**

There being no further business, the City Council adjourned at 9:40 a.m.

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CORY C. MOSS  
MAYOR

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JULIE ROBLES  
CITY CLERK

*CITY COUNCIL*

ITEM NO. 5.3



# CITY OF INDUSTRY

## MEMORANDUM

**TO:** Honorable Mayor Moss and Members of the City Council

**FROM:** Troy Helling, City Manager *TH*

**STAFF:** Joshua Nelson, Director of Public Works/City Engineer *JN*

**DATE:** March 12, 2020

**SUBJECT:** Consideration of a Professional Services Agreement with Tri-Star Industrial Supplies and Service to render services as the Inspector of Record for the El Encanto Interior Improvements project, as required by the Office of Statewide Health Planning and Development, in an amount not to exceed \$15,300.00, through March 12, 2022 (CIP-FAC-19-064-B)

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### **Background:**

The Office of Statewide Health Planning and Development (“OSHPD”) requires that an Inspector of Record (“IOR”) be retained during the construction of projects involving skilled nursing facilities within the state of California. Within the next few months, the El Encanto Healthcare & Habilitation Center (“El Encanto”) will be undergoing improvements to its interior spaces, as part of the El Encanto Interior Improvements Project. Most hospital construction work is required to be continuously inspected by a certified hospital inspector approved by the architect and engineer, and by OSHPD.

### **Discussion:**

In order to comply with OSHPD’s IOR requirements, staff is proposing a Professional Services Agreement with Tri-Star Industrial Services, Inc. (“Tri-Star”). Tri-Star is a hospital inspector certified by OSHPD and is familiar and experienced with projects completed at El Encanto. Tri-Star has previously worked on several projects involving OSHPD at El Encanto, and has acted as the interface between the engineer and OSHPD field personnel. Staff recommends approving the Agreement with Tri-Star for \$15,300.00 through March 12, 2022, for the El Encanto Interior Improvements Project.

### **Fiscal Impact:**

The fiscal impact is \$15,300.00 (Account No. 120-726-5205). An appropriation of \$15,300.00 is requested from the 2015 Bond Proceeds to City Capital Improvements-Facility Improvements-Construction Services.

**Recommendations:**

- 1) Approve the Professional Services Agreement with Tri-Star Industrial Services, Inc. to provide consulting services related to interior improvements to El Encanto Healthcare Facility; and
- 2) Appropriate \$15,300.00 from the 2015 Bond Proceeds to City Capital Improvements-Facility Improvements-Construction Services (Account No. 120-726-5205).

**Exhibit:**

- A. Professional Services Agreement with Tri-Star Industrial Services, Inc. dated March 12, 2020
- 

TH/JN:jf

**EXHIBIT A**

Professional Services Agreement with Tri-Star Industrial Services, Inc. dated March 12,  
2020

[Attached]

## CITY OF INDUSTRY

### PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of March 12, 2020 (“Effective Date”), between the City of Industry, a municipal corporation (“City”) and Tri-Star Industrial Supplies and Service, 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 March 12, 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 inspection services as a certified Office of Statewide Health Planning and Development hospital inspector.

(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 Fifteen Thousand Three Hundred Dollars (\$15,300.00) 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, and/or State law, 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/or as required by the State of California, 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.

**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 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 Consultant: Tri-Star Industrial Services, Inc.  
306 W. Katella Avenue #3A  
Orange, CA 92861  
Attention: Mr. Lin Lindstedt

**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 and 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”**  
Tri-Star Industrial Services, Inc.

By: \_\_\_\_\_  
Troy Helling, City Manager

By: \_\_\_\_\_  
Lin Lindstedt, President

**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 services:

Serve as the Inspector of Record ("IOR") for the Office of Statewide Health Planning & Development ("OSHDP") for the El Encanto Interior Improvements project.

The IOR shall provide inspection during construction in accordance with the requirements mandated by OSHDP and interface with OSHDP personnel, if required. Consultant shall provide updates to City Staff and attend meetings with the City, as requested.

EXHIBIT B

RATE SCHEDULE

The following rates shall apply for the Services under this Agreement:

Inspector of Record - \$125.00/HR (Hours of work are between 7AM to 3:30PM)

After Hours Rate - \$190.00/HR (Hours before 7AM and after 3:30PM)

Minimum of four hours required each site visit.

## 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. 6.1



# CITY OF INDUSTRY

## MEMORANDUM

**TO:** Honorable Mayor Moss and Members of the City Council

**FROM:** Troy Helling, City Manager *TH*

**STAFF:** Josh Nelson, Public Works Director/City Engineer *JN*

**DATE:** March 12, 2020

**SUBJECT:** Introduction and Consideration of Ordinance No. 809, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AMENDING SECTIONS 3.04.030 (AUTHORITY AND RESPONSIBILITY) AND 3.04.060 (EXCEPTIONS) OF CHAPTER 3.04 (PURCHASING SYSTEM), AMENDING SECTION 3.52.010 (FINDINGS AND PURPOSE) OF CHAPTER 3.52 (PUBLIC PROJECTS—BIDDING AND PROCEDURES), AND ADDING SECTION 3.52.170 (EXEMPTIONS FOR COOPERATIVE BIDDING) TO CHAPTER 3.52 (PUBLIC PROJECTS—BIDDING AND PROCEDURES) OF TITLE 3 (REVENUE AND FINANCE) OF THE CITY OF INDUSTRY MUNICIPAL CODE, TO PERMIT THE CITY TO UTILIZE COOPERATIVE PURCHASING AND BIDDING

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### Background:

Under the California Constitution, charter cities have supreme authority in the area of municipal affairs. Included in municipal affairs is the administration of public works, and procurement of supplies and equipment.

Pursuant to Section 1003 of the City's Charter, the City Council may, by ordinance, establish the process for letting and administering contracts for public works projects. Chapter 3.04 of the City's Municipal Code ("Code"), sets forth the process for procuring supplies and equipment, and Chapter 3.52 of the Code governs the process for awarding public works projects.

Both Chapter 3.04 and Chapter 3.52 of the Code require the City to utilize both formal and informal bid procedures as part of the procurement process, and to award public works projects. As drafted, the City's Code does not allow the City to utilize cooperative purchasing. Cooperative purchasing essentially allows multiple public agencies to share procurement contracts, rather than each agency drafting individual bids to purchase supplies/equipment, or award public works projects.

## **Discussion:**

Staff is recommending that the City Council amend the City's Code to permit the City to utilize cooperative purchasing for the purchase of supplies and equipment, as well as public works projects. This is a common practice used by municipalities across California, as a way to reduce administrative costs, and to realize cost and time savings on items purchased.

Cooperative purchasing allows the City to utilize contracts and bid specifications issued by other governmental agencies (including other cities, counties, special districts, and joint powers authorities) for both the purchase of supplies and equipment, and public works projects. Further, the proposed amendment also allows the City to utilize contracts issued by non-profit agencies that support municipal activities (such as the California Contract Cities Association and the League of California Cities), for the purchase of supplies and equipment.

By way of example, under the City's current Code, if the City wants to purchase copy machines, and the estimated cost of those machines exceeds \$100,000.00, the City is required to go through a formal bid process. This involves staff drafting bid specifications, advertising, accepting bids, answering questions, and reviewing bids that are submitted. Using cooperative purchasing, instead of going through the formal bid process, Staff can communicate with other public agencies, determine who has made a similar purchase recently after a competitive bid process, and then utilize the same supplier as the other public agency. This process eliminates the need for Staff to go through the bid process because it's already been completed by another public agency. Under the proposed Code amendment, award of the contract is still subject to approval by the City Manager, or City Council, depending on the dollar amount of the contract.

The use of cooperative purchasing reduces Staff time spent on the procurement process, and may also result in cost savings as a result of the power of group buying.

## **Fiscal Impact:**

By utilizing the cooperative purchasing/bidding process, the City will likely save on Staff time that is used to review bids and conduct necessary follow-up prior to the award of contracts for supplies and equipment, and public works projects. It may also result in cost savings as a result of the power of group buying.

## **Recommendations:**

Staff recommends that the City Council:

- 1) Waive the reading of Ordinance No. 809, and read by title only; and
- 2) Introduce Ordinance No. 809 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AMENDING SECTIONS 3.04.030 (AUTHORITY AND RESPONSIBILITY) AND 3.04.060 (EXCEPTIONS) OF CHAPTER 3.04 (PURCHASING SYSTEM), AMENDING SECTION 3.52.010 (FINDINGS AND PURPOSE) OF CHAPTER 3.52 (PUBLIC PROJECTS—BIDDING AND PROCEDURES), AND ADDING SECTION 3.52.170

(EXEMPTIONS FOR COOPERATIVE BIDDING) TO CHAPTER 3.52 (PUBLIC PROJECTS—BIDDING AND PROCEDURES) OF TITLE 3 (REVENUE AND FINANCE) OF THE CITY OF INDUSTRY MUNICIPAL CODE, TO PERMIT THE CITY TO UTILIZE COOPERATIVE PURCHASING AND BIDDING

**Exhibit:**

A. Ordinance No. 809

**EXHIBIT A**

Ordinance No. 809

[Attached]

**ORDINANCE NO. 809**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AMENDING SECTIONS 3.04.030 (AUTHORITY AND RESPONSIBILITY) AND 3.04.060 (EXCEPTIONS) OF CHAPTER 3.04 (PURCHASING SYSTEM), AMENDING SECTION 3.52.010 (FINDINGS AND PURPOSE) OF CHAPTER 3.52 (PUBLIC PROJECTS—BIDDING AND PROCEDURES), AND ADDING SECTION 3.52.170 (EXEMPTIONS FOR COOPERATIVE BIDDING) TO CHAPTER 3.52 (PUBLIC PROJECTS—BIDDING AND PROCEDURES) OF TITLE 3 (REVENUE AND FINANCE) OF THE CITY OF INDUSTRY MUNICIPAL CODE, TO PERMIT THE CITY TO UTILIZE COOPERATIVE PURCHASING AND BIDDING**

**WHEREAS**, pursuant to Article XI, Section 3, of the California Constitution, the Charter of the City of Industry (“City’s Charter”) governs the City of Industry’s (“City”) municipal affairs. Pursuant to Section 200 of the City’s Charter, the City has the power to make all laws and regulations with respect to municipal affairs. Cities have the authority to enter into contracts, including those for services and goods, and carry out necessary functions; and

**WHEREAS**, pursuant to Section 1003 of the City’s Charter, the City Council may, by ordinance, establish the process for letting and administering contracts for public works projects; and

**WHEREAS**, Chapter 3.04 of the City’s Municipal Code (“Code”) sets forth the process by which the City obtains supplies and equipment; and

**WHEREAS**, Chapter 3.52 of the City’s Code sets for the process for awarding contracts for public works projects; and

**WHEREAS**, it is recommended that the City Council amend Chapters 3.04 and 3.52 of the City’s Code to expressly provide for the use of cooperative purchasing for both supplies and equipment, and public works projects, and to expressly authorize the City Manager to promulgate administrative regulations to implement the City’s purchasing ordinances; and

**WHEREAS**, all legal prerequisites to the adoption of this Ordinance have occurred.

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

**SECTION 1. Findings.**

The City Council finds that based upon substantial evidence presented to the City Council during the March 12, 2020 public meeting, including public testimony and oral staff reports, that all of the facts set forth in the recitals, are true and correct, and are incorporated herein by reference.

**SECTION 2. Municipal Code Amendment.** Section 3.04.030 (Authority and Responsibility) of Chapter 3.04 (Purchasing System) of Title 3 (Revenue and Finance) of the City of Industry Municipal Code is hereby revised to read in its entirety as follows:

The authority and responsibility for the purchase of supplies and equipment for the city shall be vested in the city manager. The city manager shall purchase supplies and equipment in accordance with the procedures prescribed in this chapter, and shall have the authority to promulgate administrative regulations to implement the provisions of this chapter.

**SECTION 3. Municipal Code Amendment.** Section 3.04.060.H. is hereby added to Section 3.04.060 (Exceptions) of Chapter 3.04 (Purchasing System) of Title 3 (Revenue and Finance) of the City of Industry Municipal Code, to read in its entirety as follows:

H. Purchases of supplies or equipment where competitive bid procedures have already been utilized by the city, another public agency, including but not limited to, federal, state, and county governments, including State of California agencies, joint powers authorities, special districts, or non-profit agencies whose main purpose is to assist cities or other public entities, including but not limited to, the California Contract Cities Association and the League of California Cities.

**SECTION 4. Municipal Code Amendment.** Section 3.52.010.C. of Section 3.52.010 (Findings and purpose) of Chapter 3.52 (Public Projects—Bidding and Procedures) of Title 3 (Revenue and Finance) of the City of Industry Municipal Code, is hereby revised to read in its entirety as follows:

C. It is the intent of the city that this chapter govern the selection of public contractors by the city through informal bidding procedures, in accordance with Public Contract Code Section 22034, unless otherwise provided in this chapter.

**SECTION 5. Municipal Code Amendment.** Section 3.52.170 (Exemptions for Cooperative Bidding) is hereby added to Chapter 3.52 (Public Projects—Bidding and Procedures) of Title 3 (Revenue and Finance) of the City of Industry Municipal Code, and shall read in its entirety as follows:

3.52.170 Exemptions for Cooperative Bidding

Public projects are exempt from the informal and formal bid procedures set forth herein, if the project has already been competitively bid by another public agency, including, but not limited to, federal, state, and county governments, including State of California agencies, joint powers authorities, or special districts, and the public agency has complied with the procedures set forth in the Uniform Construction Cost Accounting Act.

**SECTION 6. Clerical Errors.** The City Council directs the City Clerk to correct any clerical errors found in this Chapter, including, but not limited to, typographical errors, irregular numbering, and incorrect section references.

**SECTION 7. Severability.** Should any section, subsection, clause, or provision of this Ordinance for any reason be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Ordinance; it being hereby expressly declared that this Ordinance, and each section, subsection, sentence, clause, and

phrase hereof would have been prepared, proposed, approved, and ratified irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid, unenforceable, or unconstitutional.

**SECTION 8. Effective Date.** In accordance with California Government Code §36937, this Ordinance shall take effect and be in force thirty (30) days from passage and adoption.

**SECTION 9. Publication.** The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this ordinance to be published and posted as required by law.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Industry at a regular meeting held on March 12, 2020, by the following vote:

- AYES: COUNCIL MEMBERS:
- NOES: COUNCIL MEMBERS:
- ABSTAIN: COUNCIL MEMBERS:
- ABSENT: COUNCIL MEMBERS:

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Cory C. Moss, Mayor

**ATTEST:**

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Julie Gutierrez-Robles, City Clerk

*CITY COUNCIL*

ITEM NO. 6.2



# CITY OF INDUSTRY

## MEMORANDUM

**TO:** Honorable Mayor Moss and Members of the City Council

**FROM:** Troy Helling, City Manager *TH*

**STAFF:** Bing Hyun, Assistant City Manager *BH*

**DATE:** March 12, 2020

**SUBJECT:** Consideration of an Amended and Restated Professional Services Agreement with Industry Security Services, Inc., for Security Services at various locations throughout the City, in the amount of \$3,505,890.81 for the period of March 12, 2020 through December 31, 2022

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### **Background:**

At its regular February 27, 2020 meeting, the City Council directed staff to include additional provisions to the proposed amendment to the Agreement with Industry Security Services, Inc., ("Consultant").

### **Discussion:**

As directed, the proposed amendment has been modified to include the requirement that the Consultant must purchase and begin using four vehicles within sixty (60) days of the amendment's effective date. It is the Consultant's responsibility to maintain the vehicles and furnish them with the necessary equipment to perform its duties. Below is a summary of the major revisions:

- Requires Consultant to furnish all vehicles necessary to perform the services under the agreement (this would be May 12, 2020).
- Requires Consultant to return all City owned vehicles no later than 60 days from the Effective Date of this Agreement.
- Added a term date of March 12, 2020 through December 31, 2022 (total of two years and 10 months).
- Added a maximum compensation of \$3,505,890.81 for the duration of the term.
- Allows for the City Manager to assign security officers where needed.
- Revised indemnification and insurance language to be consistent with the City's standard agreement language.
- Included language acknowledging independent contractor status under AB 5.

The City Council may either approve the amendment or, if the City Council does not

approve the amendment, the existing agreement will remain in place and staff may be directed to prepare a Request for Proposals (RFP) for Citywide security services.

**Fiscal Impact:**

The fiscal impact for Amendment No. 1 is \$3,505,890.81. An appropriation of \$3,505,890.81 is requested to various General Fund and Proposition A Accounts for security services 100-XXX-6120 and 103-XXX-6120, respectively.

**Recommendation:**

- 1.) City Council to provide direction to Staff.

**Exhibit:**

- A. Amendment No. 1 to the Professional Services Agreement with Industry Security Services, Inc., dated March 12, 2020
- 

TH/BH:yp

**EXHIBIT A**

Amendment No. 1 to the Professional Services Agreement with  
Industry Security Services, Inc., dated March 12, 2020

[Attached]

**CITY OF INDUSTRY**  
**AMENDED AND RESTATED**  
**PROFESSIONAL SERVICES AGREEMENT**

This AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of March 12, 2020 (“Effective Date”), between the City of Industry, a municipal corporation (“City”) and Industry Security Services, Inc., a California Corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties”.

**RECITALS**

**WHEREAS**, Consultant is licensed by the State of California as a private security service; and

**WHEREAS**, on or about November 8, 2007, the City entered into a professional services agreement whereby Consultant provides private security services at various locations throughout the City; and

**WHEREAS**, pursuant to the provisions of Section I.2.b. of the current agreement with Consultant, the billing rates for Consultant’s services may be negotiated by the Parties. Consultant requested an increase to its rates for the period of 2020 through 2022; and

**WHEREAS**, due to recent changes to State law, most notably the provisions of Assembly Bill 5 (“AB 5”), the City and Consultant desire to amend the prior agreement to include provisions concerning Consultant’s status as an independent contractor; and

**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 December 31, 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 private security 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. During the term of this Agreement, Consultant shall maintain its license with the State of California as a Private Patrol Operator, and shall comply with all governmental requirements regarding same.

### **3. MANAGEMENT**

City's 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 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 Three Million Five Hundred Five Thousand Eight Hundred Ninety Dollars and Eighty-One Cents (\$3,505,890.81) 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 weekly for actual services performed. Invoices shall be submitted on Monday of each week, or as soon thereafter as practical, for services provided in the previous week. 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 thirty (30) 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 4 of this Agreement.

#### **6. OWNERSHIP OF DOCUMENTS**

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, incident reports, security logs, 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, incident reports, security logs, 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, uniform costs, 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 represents and warrants that it is aware of the requirements of Assembly Bill 5, Worker Status: Employees and Independent Contractors, effective January 1, 2020, including the provisions set forth in California Labor Code Section 2750.3. Consultant agrees to fully comply with the provisions of AB 5 and Labor Code Section 2750.3. 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 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 subcontractors of Consultant, failure or alleged failure to comply with the provisions of AB 5 and/or Labor Code Section 2750.3.

(d) City agrees that Consultant is not an employment agency and that the provision of security officers requires a substantial investment with respect to advertising, recruiting, testing, training and other administrative processing of personnel. In consideration of this investment by Consultant, City agrees not to hire any employee currently employed by Consultant, for a period of six months after employee's departure from employment by Consultant. In the event City breaches this provision, City shall pay to Consultant Five Hundred Dollars (\$500.00) per employee hired.

#### **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 E. Stafford, Suite 100  
City of Industry, CA 91744  
Attention: City Manager

With a Copy To: James M. Casso, City Attorney  
Casso & Sparks, LLP  
13300 Crossroads Parkway North, Suite 410  
City of Industry, CA 91746

To Consultant: Industry Security Services, Inc.  
15718 E. Rausch Road  
City of Industry, CA 91744  
Attention: Brian Dryer, President

#### **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 and 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”**  
Industry Security Services, Inc.

By: \_\_\_\_\_  
Troy Helling, City Manager

By: \_\_\_\_\_  
Brian Dryer, President

**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 services:

Furnish the City with uniformed, unarmed security officers in such numbers, at such billing rates, and at such locations as set forth in Exhibit B, attached hereto and incorporated herein by reference.

Develop and implement a security protocol; furnish all personnel, vehicles, materials, tools, equipment, supplies, services, tasks and incidentals, and customary work necessary to competently perform security services at the locations set forth in Exhibit B; and attend regular meetings on a monthly, quarterly, or annual basis as requested by the City.

Within sixty (60) days of the Effective Date, Consultant shall furnish its own vehicles to perform the Services required under this Agreement. Vehicles shall be maintained and furnished with the customary equipment necessary to competently perform security services. The vehicles shall be assigned to: Citywide patrol, Metrolink Station patrol, Tonner Canyon patrol, and Account Manager.

Consultant shall return all City owned vehicles to the City no later than sixty (60) days from the Effective Date.

Observe and report to the City, potential and actual security issues, disruptive behaviors, emergencies, unauthorized access, property vandalism and damage, and related security issues. Said information shall be provided to the City within 24 hours, except emergencies, which shall be reported to the City immediately.

Deter criminal or undesirable behaviors by demonstrating a high-level of awareness, high visibility, and continuous presence throughout property.

Effectively communicate with all staff, residents, public, and guests; act in a professional, courteous manner; must be available by phone or another form of communication to report and receive reports regarding security issues.

Perform other duties as assigned by the City Manager or designee.

Consultant shall have a manager-level security guard on staff at all times services are being provided.

Consultant and City mutually agree to instruct their respective employees that under no circumstances shall there be a request for detention of persons suspected of committing a criminal offense, and that the proper action shall be notification to appropriate legal authorities unless exigent circumstances exist.

**Strike, Labor Dispute, or Civil Disturbance:**

In the event of a strike, labor dispute, civil disturbance, earthquake, or any similar unusual event that requires special security services, the provisions below shall apply:

- a. The special security services shall be provided for at either the overtime rate set forth in Exhibit B, or a special rate agreed to in writing by the City's City Manager and Consultant.

**Location of the Work:**

Consultant shall provide services at the following locations, as set forth in Exhibit B:

General City patrol  
City Hall  
Homestead Museum  
El Encanto Healthcare and Habilitation Center  
Tonner Canyon  
Metrolink Station  
Expo Center  
Follows Camp

The City Manager shall have the authority to divert resources, including vehicles, from the locations set forth above, and redirect those resources to other locations, and/or to reallocate the number of security officers at any given location, at the same rates set forth in Exhibit B. The City Manager shall also have the authority to reduce the number of locations and/or reduce the number of security officers, and the rate shall be reduced commensurate with the reduction.

EXHIBIT B

RATE SCHEDULE

The following rates shall apply during the term of this Agreement.

Period: March 12, 2020 to December 31, 2020

<b>Title</b>	<b>Hourly Rate (regular)</b>	<b>Hourly Rate (overtime and holiday)</b>
Account Manager	\$48.85	\$48.85
City Patrol Driver	\$26.74	\$40.11
Security Officer	\$25.49	\$38.24

Period: January 1, 2021 to December 31, 2021

<b>Title</b>	<b>Hourly Rate (regular)</b>	<b>Hourly Rate (overtime and holiday)</b>
Account Manager	\$52.74	\$52.74
City Patrol Driver	\$29.24	\$43.86
Security Officer	\$27.57	\$41.36

Period: January 1, 2022 to December 31, 2022

<b>Title</b>	<b>Hourly Rate (regular)</b>	<b>Hourly Rate (overtime and holiday)</b>
Account Manager	\$57.36	\$57.36
City Patrol Driver	\$32.97	\$49.46
Security Officer	\$29.66	\$44.49

**Additional Coverage:**

In the event the City requests additional coverage not included in the established schedule, and such additional coverage requires the creation of new shift, there shall be a minimum four (4) hour charge for each security officer requested.

**Overtime:**

Unless a shorter time is agreed to by the City Manager and Consultant, overtime shall be paid to Consultant if requested 24 hours in advance by the City. All overtime shall be paid on a hourly basis for actual hours worked. Notwithstanding the foregoing, overtime shall be paid for holidays as set forth in the tables above. For purposes of this Agreement, the following are holidays: New Years Day, Martin Luther King Day, President's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

## 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 the City. In the event that the State of California requires a higher level of insurance for a Private Patrol Operator, and/or additional types of insurance, those higher/additional insurance requirements shall prevail.

**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, false arrest, 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 the 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.

**Bonds.** Consultant shall provide a bond for each security officer in an amount established by the City's insurer. Prior to commencing work under this Agreement, Consultant shall provide evidence of each bond to the City.