

CITY OF INDUSTRY

CITY COUNCIL REGULAR MEETING AGENDA

March 11, 2021
9:00 AM



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

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

Addressing the City Council:

NOTICE OF TELEPHONIC MEETING:

- **Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the regular meeting of the City Council shall be held telephonically. Members of the public shall be able to attend the meeting telephonically and offer public comment by calling the following conference call number: 657-204-3264 and entering the following Conference ID: 935 082 659#. Please be advised that pursuant to the Executive Order, and to ensure the health and safety of the public, Council Chambers will not be open for the meeting, and all public participation must occur by telephone at the number set forth above. Pursuant to the Executive Order, and in compliance with the Americans with Disabilities Act, if you need special assistance to participate in the City Council meeting (including assisted listening devices), please contact the City Clerk's Office at (626) 333-2211 by 5:00 p.m. on Tuesday, March 9, 2021, to ensure that reasonable arrangements can be made to provide accessibility to the meeting.**

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- **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.
 - **Public Comments (Non-Agenda Items Only):** 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.

Agendas and other writings:

In compliance with Government Code Section 54957.5(b), 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 of the City Council during regular business hours, Monday through Thursday, 8:00 a.m. to 5:00 p.m., Fridays 8:00 a.m. to 4:00 pm. City Hall doors are open to the public Monday through Friday 9:00 a.m. to 11:30 a.m. and 1:30 p.m. to 3:30 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.

1. Call to Order
2. Flag Salute
3. 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 11, 2021

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

5.2 Consideration of Amendment No. 2 to the Professional Services Agreement with Sage Environmental Group, LLC, for on-call biological monitoring support services, revising the indemnity provisions, and increasing compensation by \$200,000.00 (MP 12-03)

RECOMMENDED ACTION: Approve the Amendment.

6. **ACTION ITEMS**

6.1 Presentation of the FY 2020-21 Mid-Year Budget Report, and Consideration of Resolution No. CC 2021-05, APPROVING AND ADOPTING THE CITY'S FISCAL YEAR 2020-21 PROPOSED MID-YEAR BUDGET ADJUSTMENTS AND FISCAL YEAR 2020-21 PROPOSED MID-YEAR BUDGET ADJUSTMENTS FOR THE CAPITAL IMPROVEMENT PROGRAM BUDGET

RECOMMENDED ACTION: Adopt Resolution No. CC 2021-05.

6.2 Consideration of Amendment No. 8 to the lease with CIT Bank, dba OneWest Bank, extending the term through April 30, 2022

RECOMMENDED ACTION: Approve the Amendment.

- 6.3 Consideration of Memorandum of Agreement with Arcadia Publishing for the publication of a book, Amendment No. 1 to the Professional Services Agreement with Jeff Parriott Photographic Services for book preparation services for \$20,000, and authorization of Gabriel Foundation to receive book royalties

RECOMMENDED ACTION: Approve the Memorandum of Agreement.

- 6.4 Consideration of a Professional Services Agreement with C & C Engineering, Inc., for engineering services

RECOMMENDED ACTION: Approve the Agreement.

- 6.5 Consideration of a License Agreement with Beach Street Development LLC

RECOMMENDED ACTION: Approve the Agreement.

- 6.6 Update, discussion and direction related to COVID-19

RECOMMENDED ACTION: Provide Direction to staff.

7. **CITY MANAGER REPORTS**

8. **AB 1234 REPORTS**

9. **CITY COUNCIL COMMUNICATIONS**

10. **CLOSED SESSION**

- 10.1 PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957(b)(1) (PER STATE CONTROLLER'S RECOMMENDATION FOR ANNUAL REVIEWS)

TITLE: City Treasurer

- 10.2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

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

Case: *Cruz v. Radecki, et al*

Superior Court of California, County of Los Angeles

Case No. 20STCV47002

- 10.3 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

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

Case: *City of Industry v. San Gabriel Valley Water & Power*

Superior Court of California, County of Los Angeles

Case No. 19STCV10150

10.4 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of litigation pursuant to Government Code Section 54956.9(d)(4)
One Potential Case

11. Adjournment. The next regular City Council Meeting will be Thursday, April 8, 2021 at 9:00 a.m.

CITY COUNCIL

ITEM NO. 5.1

**CITY OF INDUSTRY
AUTHORIZATION FOR PAYMENT OF BILLS
CITY COUNCIL MEETING OF MARCH 11, 2021**

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	2,203,831.87
103	PROP A FUND	7,873.38
120	CAPITAL IMPROVEMENT FUND	356,042.26
140	CITY DEBT SERVICE	5,000.00
TOTAL ALL FUNDS		2,572,747.51

BANK RECAP:

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BOFA - CHKING ACCOUNT	11,260.40
PROP/A	PROP A - CKING ACCOUNT	7,873.38
WFBK	WELLS FARGO - CKING ACCOUNT	2,553,613.73
TOTAL ALL BANKS		2,572,747.51

APPROVED PER CITY MANAGER

**CITY OF INDUSTRY
BANK OF AMERICA
March 11, 2021**

Check	Date	Payee Name	Check Amount
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91-1REDMPT.CHK - 98 Reassessment Improv Chking

178	02/19/2021		\$4,840.00
	Invoice	Date	Amount
	5983275	02/19/2021	\$4,840.00
		Description	
		1998 REVENUE BOND-CATELLUS PAYMENT	

CITYGEN.CHK - City General

WT1194	02/10/2021		\$3,208.64
	Invoice	Date	Amount
	1/9-1/22/21	02/10/2021	\$3,208.64
		Description	
		PARS CONTRIBUTIONS FOR 1/9-1/22/21	
WT1195	02/17/2021		\$3,211.76
	Invoice	Date	Amount
	1/23-2/5/21	02/17/2021	\$3,211.76
		Description	
		PARS CONTRIBUTIONS FOR 1/23-2/5/21	

Checks	Status	Count	Transaction Amount
	Total	3	\$11,260.40

CITY OF INDUSTRY

PROP A

March 11, 2021

Check	Date		Payee Name	Check Amount
PROPA.CHK - Prop A Checking				
90265	02/24/2021		WALNUT VALLEY WATER DISTRICT	\$638.05
	Invoice	Date	Description	Amount
	3909360	02/09/2021	01/01-01/31/21 SVC - IRR METROLINK STA-SPANISH	\$609.41
	3910279	02/09/2021	01/01-01/31/21 SVC - PLATFORM METROLINK BREA	\$28.64
90266	03/03/2021		SO CALIFORNIA EDISON COMPANY	\$158.27
	Invoice	Date	Description	Amount
	2021-00001411	02/24/2021	01/23-02/23/21 SVC - 600 S BREA CYN B	\$158.27
90267	03/11/2021		CNC ENGINEERING	\$2,362.50
	Invoice	Date	Description	Amount
	502518	02/25/2021	METROLINK STATION COMMUTER RAIL STATION	\$175.00
	502519	02/25/2021	FAIRWAY DR GRADE SEPARATION	\$2,187.50
90268	03/11/2021		INDUSTRY SECURITY SERVICES	\$4,714.56
	Invoice	Date	Description	Amount
	14-25193	02/19/2021	SECURITY SVC-METROLINK	\$2,467.60
	14-25212	02/26/2021	SECURITY SVC-METROLINK	\$2,246.96

Checks	Status	Count	Transaction Amount
	Total	4	\$7,873.38

**CITY OF INDUSTRY
WELLS FARGO VOIDED CHECKS**

March 11, 2021

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
73408	04/23/2020	02/22/2021	ELIAS EDUARDO	(\$30.00)
	Invoice	Date	Description	Amount
	2020-00001618	04/13/2020	VOIDED-STALE CHECK REFUND - CITATION ID526692	(\$30.00)
73957	07/23/2020	02/22/2021	DIRECTV - FOR BUSINESS	(\$97.25)
	Invoice	Date	Description	Amount
	034740128	07/01/2020	VOIDED-STALE CHECK RECEIVER/RSN FEES	(\$97.25)
73983	07/23/2020	02/22/2021	MONROE SYSTEMS FOR BUSINESS,	(\$220.00)
	Invoice	Date	Description	Amount
	IN143415	06/29/2020	VOIDED-STALE CHECK MAINT AGRMT-BOND TRADER 7/28/20-7/27/21	(\$220.00)

Checks	Status	Count	Transaction Amount
	Total	3	(\$347.25)

**CITY OF INDUSTRY
WELLS FARGO BANK
March 11, 2021**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
75382	02/18/2021		ABC FITNESS INTERNATIONAL LLC	\$10,000.00
	Invoice	Date	Description	Amount
	2/18/2021	02/18/2021	COVID-19 REIMBURSEMENT-OUTDOOR ASSISTANCE	\$10,000.00
75383	02/18/2021		CLARITI EYEWEAR, INC.	\$1,735.00
	Invoice	Date	Description	Amount
	2/18/2021	02/18/2021	COVID-19 REIMBURSEMENT-TESTING	\$1,735.00
75384	02/18/2021		MARIE CALLENDER'S PIE SHOP #124	\$10,000.00
	Invoice	Date	Description	Amount
	2/18/2021	02/18/2021	COVID-19 REIMBURSEMENT-OUTDOOR ASSISTANCE	\$10,000.00
75385	02/18/2021		TEPEYAC RESTAURANT & TEQUILA	\$5,000.00
	Invoice	Date	Description	Amount
	2/18/2021	02/18/2021	COVID-19 REIMBURSEMENT-OUTDOOR ASSISTANCE	\$5,000.00
75386	02/24/2021		FRONTIER	\$589.29
	Invoice	Date	Description	Amount
	2021-00001366	02/10/2021	02/10-03/09/21 SVC - 600 BREA CYN RD	\$254.11
	2021-00001382	02/16/2021	02/16-03/15/21 SVC - PH AUTO PLAZA	\$184.62
	2021-00001383	02/19/2021	02/19-03/18/21 SVC - FOLLOW'S CAMP GUARD	\$74.71
	2021-00001384	02/16/2021	02/16-03/15/21 SVC - BREA CYN PUMP STN	\$75.85
75387	02/24/2021		SAN GABRIEL VALLEY WATER CO.	\$1,271.73
	Invoice	Date	Description	Amount
	2021-00001367	02/09/2021	01/08-2/08/21 SVC - 13756 VALLEY	\$273.63
	2021-00001368	02/09/2021	01/08-02/08/21 SVC - 123 IRRIG WORKMAN MILL	\$250.21

**CITY OF INDUSTRY
WELLS FARGO BANK
March 11, 2021**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2021-00001369	02/09/2021	01/08-02/08/21 SVC - 132 IRRIG PUENTE	\$386.85
	2021-00001370	02/12/2021	01/12-02/11/21 SVC - 336 EL ENCANTO	\$52.27
	2021-00001371	02/11/2021	01/11-02/10/21 SVC - 14329 VALLEY	\$308.77
75388	02/24/2021		SO CALIFORNIA EDISON COMPANY	\$3,017.80
	Invoice	Date	Description	Amount
	2021-00001372	02/11/2021	12/15-02/08/21 SVC - VALLEY BLVD U-VARIOUS SITES	\$978.19
	2021-00001373	02/11/2021	01/12-02/10/21 SVC - 575 BALDWIN PARK BLVD U	\$73.01
	2021-00001374	02/11/2021	01/12-02/10/21 SVC - 122 N PUENTE AVE U1	\$104.36
	2021-00001375	02/12/2021	01/13-02/11/21 SVC - 490 7TH U	\$78.87
	2021-00001386	02/18/2021	01/19-02/17/21 SVC - 1023 U FAIRWAY DR PED	\$101.96
	2021-00001387	02/18/2021	01/19-02/17/21 SVC - 17635 GALE	\$1,352.46
	2021-00001390	02/19/2021	01/19-02/17/21 SVC - VARIOUS SITES	\$66.09
	2021-00001392	02/18/2021	01/19-02/17/21 SVC - PECK RD S/O PELLISSIER	\$28.97
	2021-00001393	02/19/2021	01/20-02/18/21 SVC - 900 NOGALES U	\$38.77
	2021-00001394	02/18/2021	01/19-02/17/21 SVC - 15718 RAUSCH RD	\$96.89
	2021-00001395	02/18/2021	01/19-02/17/21 SVC - 1341 FULLERTON RD	\$98.23
75389	02/24/2021		SO CALIFORNIA EDISON COMPANY	\$142.48
	Invoice	Date	Description	Amount
	2021-00001391	02/18/2021	01/19-02/17/21 SVC - 19001 TONNER CYN RD	\$142.48
75390	02/24/2021		SO CALIFORNIA EDISON COMPANY	\$5,445.79
	Invoice	Date	Description	Amount
	2021-00001388	02/19/2021	12/17-02/17/21 SVC - VARIOUS SITES	\$3,266.53
	2021-00001389	02/19/2021	12/17-02/17/21 SVC - VARIOUS SITES	\$2,179.26

**CITY OF INDUSTRY
WELLS FARGO BANK
March 11, 2021**

Check	Date	Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo				
75391	02/24/2021	SOCALGAS		\$16.27
	Invoice	Date	Description	Amount
	2021-00001385	02/18/2021	01/14-02/16/21 SVC - 610 S BREA CYN RD	\$16.27
75392	02/24/2021	SUBURBAN WATER SYSTEMS		\$299.74
	Invoice	Date	Description	Amount
	180012246244	02/02/2021	01/05-02/02/21 SVC - NE CNR VALLEY/STIMS	\$299.74
75393	02/24/2021	VERIZON BUSINESS		\$192.23
	Invoice	Date	Description	Amount
	07735346	02/10/2021	01/01-01/31/21 SVC - VARIOUS SITES	\$47.35
	07735347	02/10/2021	01/01-01/31/21 SVC - VARIOUS SITES	\$144.88
75394	02/24/2021	WALNUT VALLEY WATER DISTRICT		\$17,841.16
	Invoice	Date	Description	Amount
	3909502	02/09/2021	01/01-01/31/21 SVC - KOHL'S CENTER/MEDIAN	\$138.58
	3909590	02/09/2021	01/01-01/31/21 SVC - SE GRAND XING PKWY MTR #1	\$808.38
	3909591	02/09/2021	01/01-01/31/21 SVC - SE GRAND XING PKWY MTR #2	\$1,194.50
	3909592	02/09/2021	01/01-01/31/21 SVC - SE GRAND XING PKWY MTR #3	\$1,572.74
	3909593	02/09/2021	01/01-01/31/21 SVC - SE GRAND XING PKWY MTR #4	\$700.03
	3909594	02/09/2021	01/01-01/31/21 SVC - SE GRAND XING PKWY MTR #5	\$120.85
	3909588	02/09/2021	01/01-01/31/21 SVC - SE GRAND XING PKWY MTR #6	\$520.76
	3909587	02/09/2021	01/01-01/31/21 SVC - SE GRAND XING PKWY MTR #7	\$851.72
	3909595	02/09/2021	01/01-01/31/21 SVC - MARCELLIN DR MTR #1	\$1,034.93
	3909596	02/09/2021	01/01-01/31/21 SVC - MARCELLIN DR MTR #2	\$711.85
	3909583	02/09/2021	01/01-01/31/21 SVC - MARCELLIN DR MTR #3	\$812.32
	3909597	02/09/2021	01/01-01/31/21 SVC - MARCELLIN DR MTR #4	\$997.50
	3909609	02/09/2021	01/01-01/31/21 SVC - MARCELLIN DR MTR #5	\$973.86

**CITY OF INDUSTRY
WELLS FARGO BANK
March 11, 2021**

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
3909610	02/09/2021	01/01-01/31/21 SVC - MARCELLIN DR MTR #6	\$69.04
3909603	02/09/2021	01/01-01/31/21 SVC - INDUSTRY WAY #1	\$115.44
3909604	02/09/2021	01/01-01/31/21 SVC - INDUSTRY WAY #2	\$172.60
3909598	02/09/2021	01/01-01/31/21 SVC - INDUSTRY WAY #3	\$116.15
3909599	02/09/2021	01/01-01/31/21 SVC - INDUSTRY WAY #4	\$120.44
3909600	02/09/2021	01/01-01/31/21 SVC - INDUSTRY WAY #5	\$118.30
3909601	02/09/2021	01/01-01/31/21 SVC - INDUSTRY WAY #6	\$141.16
3909602	02/09/2021	01/01-01/31/21 SVC - INDUSTRY WAY #7	\$142.59
3909608	02/09/2021	01/01-01/31/21 SVC - INDUSTRY WAY #8	\$615.58
3909605	02/09/2021	01/01-01/31/21 SVC - INDUSTRY WAY #9	\$583.42
3909606	02/09/2021	01/01-01/31/21 SVC - INDUSTRY WAY #10	\$204.04
3909607	02/09/2021	01/01-01/31/21 SVC - INDUSTRY WAY #11	\$202.61
3910260	02/09/2021	01/01-01/31/21 SVC - PUMP STN N/W CHERYL	\$33.58
3910280	02/09/2021	01/01-01/31/21 SVC - PUMP STN BREA CYN	\$21.30
3910510	02/09/2021	01/01-01/31/21 SVC - NOGALES PUMP STN	\$64.30
3909389	02/09/2021	01/01-01/31/21 SVC - IRR 820 FAIRWAY DR	\$64.30
3909441	02/09/2021	01/01-01/31/21 SVC - LEMON AVE N OF CURRIER RD	\$102.53
3909556	02/09/2021	01/01-01/31/21 SVC - 60 FWY INTERCHANGE FAIRWAY	\$33.12
3909475	02/09/2021	01/01-01/31/21 SVC - BREA CYN RD & OLD RANCH RD	\$38.32
3909491	02/09/2021	01/01-01/31/21 SVC - FERRERO & GRAND EAST RAMP	\$1,212.81
3909510	02/09/2021	01/01-01/31/21 SVC - BAKER PKWY METER #1	\$147.59
3909511	02/09/2021	01/01-01/31/21 SVC - BAKER PKWY METER #2	\$101.86
3909517	02/09/2021	01/01-01/31/21 SVC - GRAND AVE CROSSING	\$140.45
3909518	02/09/2021	01/01-01/31/21 SVC - GRAND AVE CROSSING	\$101.15
3909520	02/09/2021	01/01-01/31/21 SVC - 22002 VALLEY BLVD	\$57.22
3909537	02/09/2021	01/01-01/31/21 SVC - 21350 VALLEY-MEDIAN	\$84.80
3909538	02/09/2021	01/01-01/31/21 SVC - GRAND CROSSING EAST	\$49.34
3909540	02/09/2021	01/01-01/31/21 SVC - BAKER PKWY & GRAND N/W CNR	\$1,435.42

**CITY OF INDUSTRY
WELLS FARGO BANK
March 11, 2021**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	3909547	02/09/2021	01/01-01/31/21 SVC - E/S GRAND S/O BAKER PKWY	\$125.37
	3909553	02/09/2021	01/01-01/31/21 SVC - BREA CYN N OF RR TRKS	\$121.77
	3909554	02/09/2021	01/01-01/31/21 SVC - BREA CYN N OF CURRIER	\$29.18
	3909578	02/09/2021	01/01-01/31/21 SVC - 21627 GRAND CROSSING PKWY	\$109.72
	3909579	02/09/2021	01/01-01/31/21 SVC - 21627 GRAND CROSSING PKWY	\$110.44
	3909586	02/09/2021	01/01-01/31/21 SVC - GRAND XING PKWY W/O GRAND	\$617.20
75395	02/25/2021		CASSO & SPARKS, LLP	\$142,732.39
	Invoice	Date	Description	Amount
	20482	02/23/2021	COI-LEGAL FEES FOR JAN 2021	\$139,146.89
	20482-A	02/23/2021	LEGAL FEES-15120 VALLEY BLVD	\$3,585.50
75396	03/03/2021		AT & T	\$1,158.07
	Invoice	Date	Description	Amount
	2021-00001425	02/17/2021	02/17-03/16/21 SVC - TONNER CYN-RADIO	\$580.29
	2021-00001426	02/17/2021	02/17-03/16/21 SVC - TONNER CYN-GUARD SHACK	\$577.78
75397	03/03/2021		CSMFO	\$110.00
	Invoice	Date	Description	Amount
	2021-PATHAK	01/01/2021	2021 MEMBERSHIP DUES - YAMINI PATHAK	\$110.00
75398	03/03/2021		INDUSTRY PUBLIC UTILITY	\$3,727.37
	Invoice	Date	Description	Amount
	2021-00001427	02/16/2021	01/10-02/10/21 SVC - 600 BREA CYN RD	\$3,727.37
75399	03/03/2021		SO CALIFORNIA EDISON COMPANY	\$13,145.25
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
March 11, 2021**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2021-00001428	02/19/2021	01/13-02/17/21 SVC - VARIOUS SITES	\$1,140.54
	2021-00001429	02/19/2021	01/19-02/17/21 SVC - VARIOUS SITES	\$5,799.20
	2021-00001430	02/19/2021	01/01-02/01/21 SVC - VARIOUS SITES	\$6,018.77
	2021-00001431	02/23/2021	01/22-02/22/21 SVC - 14661 & 14911 CLARK AVE U	\$88.74
	2021-00001432	02/24/2021	01/23-02/23/21 SVC - 21380 VALLEY PED	\$13.62
	2021-00001433	02/24/2021	01/23-02/23/21 SVC - 575 BREA CYN RD	\$14.55
	2021-00001434	02/24/2021	01/23-02/23/21 SVC - 580 BREA CYN RD	\$14.37
	2021-00001435	02/24/2021	01/23-02/23/21 SVC - 1007 LAWSON ST TC1	\$55.46
75400	03/03/2021		SUBURBAN WATER SYSTEMS	\$79.10
	Invoice	Date	Description	Amount
	180080912590	02/23/2021	01/22-02/23/21 SVC - 205 HUDSON AVE	\$79.10
75401	03/04/2021		FIDELITY SECURITY LIFE	\$1,324.93
	Invoice	Date	Description	Amount
	164705026	03/01/2021	VISION PREMIUM FOR MARCH 2021	\$1,324.93
75402	03/04/2021		HUMANA INSURANCE COMPANY	\$6,752.81
	Invoice	Date	Description	Amount
	389690722	02/13/2021	DNETAL PREMIUM FOR MARCH 2021	\$6,752.81
75403	03/04/2021		MUTUAL OF OMAHA	\$6,194.63
	Invoice	Date	Description	Amount
	1175694657	03/01/2021	LIFE INSURANCE FOR MARCH 2021	\$6,194.63
75404	03/04/2021		UNUM LIFE INSURANCE COMPANY	\$7,578.80

**CITY OF INDUSTRY
WELLS FARGO BANK
March 11, 2021**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	3/1-3/31/21	02/18/2021	LONG TERM CARE PREMIUM FIR MARCH 2021	\$7,578.80
75405	03/11/2021		CAL-STATE SITE SERVICES	\$249.76
	Invoice	Date	Description	Amount
	180899	02/26/2021	PORTABLE RR RENTAL-EN ENCANTO (COVID19)	\$249.76
75406	03/11/2021		CARLOS GUERRA	\$440.00
	Invoice	Date	Description	Amount
	2/22/2021	02/22/2021	FOR ART DIRECTION & DEVELOPMENT OF ADS	\$440.00
75407	03/11/2021		CARTEGRAPH SYSTEMS, INC.	\$39,884.00
	Invoice	Date	Description	Amount
	BD0001878	01/05/2021	GEOGRAPHIC INFO SYSTEM SOFTWARE	\$39,884.00
75408	03/11/2021		CASC ENGINEERING AND	\$14,041.00
	Invoice	Date	Description	Amount
	0043613	01/31/2021	15120 VALLEY BLVD	\$13,107.50
	0043612	01/31/2021	GAS STATION-17150 GALE AVE	\$933.50
75409	03/11/2021		CHEM PRO LABORATORY, INC	\$283.00
	Invoice	Date	Description	Amount
	670379	01/23/2021	WATER TREATMENT-JAN 2021	\$283.00
75410	03/11/2021		CHRISTIAN Q ORTEGA	\$65.00
	Invoice	Date	Description	Amount

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2/11/2021	02/11/2021	REFUND-CITATION ID148756	\$65.00
75411	03/11/2021		CINTAS CORPORATION LOC 693	\$419.99
	Invoice	Date	Description	Amount
	4075866628	02/15/2021	DOOR MATS	\$72.58
	4076527152	02/22/2021	DOOR MATS	\$274.83
	4076513732	02/22/2021	DOOR MATS	\$72.58
75412	03/11/2021		CITY OF INDUSTRY-PAYROLL ACCT	\$125,000.00
	Invoice	Date	Description	Amount
	PR P/E 2/19/21	02/23/2021	REPLENISH PAYROLL FOR P/E 2/19/21	\$125,000.00
75413	03/11/2021		CIVILTEC ENGINEERING, INC	\$8,103.00
	Invoice	Date	Description	Amount
	43830	02/16/2021	FOUR GRADE SEPARATION PUMP STATION	\$8,103.00
75414	03/11/2021		CNC ENGINEERING	\$243,676.70
	Invoice	Date	Description	Amount
	502530	02/25/2021	SITE PLAN FOR SHERIFF TRAILER	\$18,995.00
	502531	02/25/2021	FOUR GRADE SEPARATION PUMP STATIONS	\$5,362.50
	502532	02/25/2021	CATCH BASIN RETROFITS	\$105.00
	502533	02/25/2021	KELLA AVE STORM DRAIN	\$2,870.00
	502534	02/25/2021	GALE AVE REALIGNMENT	\$2,015.00
	502535	02/25/2021	RESURFACING OF DON JULIAN RD	\$770.00
	502536	02/25/2021	PRELIMINARY DESIGN OF EW BICYCLE PATH	\$2,555.00
	502537	02/25/2021	STARHILL LN/3RD AVE WATERLINE	\$1,097.50

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Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
502538	02/25/2021	GENERAL ENG 2/8-2/21/21	\$1,890.00
502539	02/25/2021	GENERAL ENG SVC-TRAFFIC	\$11,021.25
502540	02/25/2021	GENERAL ENG SVC-PLAN APPROVAL	\$8,998.75
502541	02/25/2021	GENERAL ENG SVC-COUNTER SERVICE	\$5,990.00
502542	02/25/2021	GENERAL ENG SVC-PERMITS	\$18,435.00
502543	02/25/2021	ARENTH AVE RECONSTRUCTION	\$600.00
502544	02/25/2021	AMAR RD STREETLIGHT INSTALLATION	\$5,612.50
502545	02/25/2021	TEMPLE AVE DUAL RIGHT TURN	\$22,007.50
502546	02/25/2021	BUSINESS PKY RECONSTRUCTION	\$7,071.70
502547	02/25/2021	ARENTH AVE STREET IMPROVEMENT	\$157.50
502549	02/25/2021	ROOF REPLACEMENT AT 15559 RAUSCH AND 15660	\$297.50
502550	02/25/2021	ROOF REPLACEMENT AT 15651 STAFFORD ST	\$140.00
502551	02/25/2021	ROOF REPLACEMENT AT 1123 S HATCHER AVE	\$240.00
502552	02/25/2021	GENERAL ENG SVC-STREET LIGHTS PURCHASE	\$430.00
502553	02/25/2021	GENERAL ENG 2/8-2/21/21	\$53,067.50
502554	02/25/2021	NPDES STORM WATER	\$1,147.50
502555	02/25/2021	TONNER CYN PROPERTY	\$2,637.50
502548	02/25/2021	RESURFACING VALLEY BLVD	\$430.00
502556	02/25/2021	REPLACEMENT OF STEEL WATERLINE-BREA CREEK	\$5,825.00
502557	02/25/2021	PUEENTE VALLEY OPERABLE UNIT GROUNDWATER	\$1,640.00
502558	02/25/2021	CITY HALL MAINT	\$1,237.50
502559	02/25/2021	HOMESTEAD MUSEUM IMPROVEMENTS	\$2,787.50
502560	02/25/2021	SAFETY UPGRADES AT RR CROSSINGS	\$3,180.00
502561	02/25/2021	STIMSON AVE CROSSING	\$200.00
502562	02/25/2021	METROLINK MAINT-PARKING LOT SOLAR SYSTEM	\$3,747.50
502563	02/25/2021	PAINT EVALUATION OF WROUGHT IRON FENCE	\$2,900.00

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Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
502564	02/25/2021	INDUSTRY HILLS FUEL TANKS DISPENSING	\$1,287.50
502565	02/25/2021	605 FWY AND VALLEY BLVD INTERSECTION	\$1,900.00
502566	02/25/2021	FISCAL YEAR BUDGET	\$5,825.00
502567	02/25/2021	ROWLAND ST RECONSTRUCTION	\$2,510.00
502568	02/25/2021	BIXBY DR PCC PAVEMENT	\$1,600.00
502569	02/25/2021	FOLLOW'S CAMP PROPERTY	\$4,920.00
502570	02/25/2021	VARIOUS ASSIGNMENTS RELATED TO SA	\$350.00
502571	02/25/2021	NELSON AVE/PUENTE AVE INTERSECTION	\$87.50
502572	02/25/2021	BONELLI STREET RESURFACING	\$200.00
502573	02/25/2021	CARTEGRAPH MGMT	\$12,600.00
502574	02/25/2021	PLANETBIDS IMPLEMENTATION & MGMT	\$105.00
502576	02/25/2021	ANNUAL PAVEMENT REHABILITATION	\$525.00
502577	02/25/2021	ADD SIDEWALK ON SOUTH SIDE OF TEMPLE AVE	\$2,542.50
502579	02/25/2021	TURNBULL CYN RD GRADE SEPARATION	\$1,000.00
502575	02/25/2021	CITYWIDE STREET LIGHT LED UPGRADES	\$6,195.00
502578	02/25/2021	SR57/60 CONFLUENCE PROJ	\$6,567.50
75415	03/11/2021	COUNTY OF LA DEPT OF PUBLIC	\$50,366.71
Invoice	Date	Description	Amount
PW-21020804205	02/08/2021	PAVEMENT PATCHING	\$438.98
PW-21020804212	02/08/2021	STORM DAMAGE RESPONSE	\$1,716.13
PW-21020804213	02/08/2021	CONCRETE REPAIRS	\$2,322.86
PW-21020804214	02/08/2021	STORM DRAIN MAINT	\$9,869.48
PW-21020804215	02/08/2021	STREET MAINT/INSPECTION	\$1,481.33
PW-21020804216	02/08/2021	LITTER/DEBRIS REMOVAL	\$138.86
PW-21020804217	02/08/2021	PAVEMENT PATCHING	\$4,780.28

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	PW-21020804218	02/08/2021	EMERGENCY ROAD SERVICE	\$804.58
	PW-21020804246	02/08/2021	FABRICATE/INSTALL NEW PIPE GATE	\$9,691.67
	PW-21020804254	02/08/2021	INSTALL YIELD LINES	\$53.04
	PW-21020804461	02/08/2021	TRAFFIC SIGNAL MAINT	\$13,212.33
	PW-21020804462	02/08/2021	TRAFFIC SIGNAL MAINT	\$5,550.16
	PW-21020804463	02/08/2021	TRAFFIC SIGNAL MAINT	\$307.01
75416	03/11/2021		COUNTY OF LOS ANGELES	\$8,587.98
	Invoice	Date	Description	Amount
	1227P	01/28/2021	PEST CONTROL-TRES HEMANOS	\$1,904.62
	1228P	01/28/2021	PEST/WEED CONTROL-TRES HERMANOS	\$6,683.36
75417	03/11/2021		DAPEER, ROSENBLIT, AND LITVAK,	\$5,076.00
	Invoice	Date	Description	Amount
	18322	01/31/2021	SPECIALIZED LEGAL SVC-JAN 2021	\$2,636.30
	18320	01/31/2021	GENERAL CODE ENFORCEMENT-JAN 2021	\$1,889.70
	18321	01/31/2021	SPECIALIZED LEGAL SVC-JAN 2021	\$550.00
75418	03/11/2021		DDL TRAFFIC INC	\$4,542.60
	Invoice	Date	Description	Amount
	7367	02/25/2021	79214 OPTICOM EMITTER FOR FIRE DEPT	\$4,542.60
75419	03/11/2021		DEPT OF ANIMAL CARE & CONTROL	\$1,369.60
	Invoice	Date	Description	Amount
	02/25/21	02/25/2021	SHELTER COST-JAN 2021	\$1,369.60

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
75420	03/11/2021		DOTY BROS. EQUIPMENT COMPANY	\$9,586.00
	Invoice	Date	Description	Amount
	71431	02/23/2021	REPAIR WATER MAIN-TONNER CYN	\$9,586.00
75421	03/11/2021		ELECTRA-MEDIA, INC	\$1,763.00
	Invoice	Date	Description	Amount
	12036	02/11/2021	PUENTE HILLS AUTO DISPLAY-MAR 2021	\$1,763.00
75422	03/11/2021		ELEVATE PUBLIC AFFAIRS, LLC	\$15,000.00
	Invoice	Date	Description	Amount
	2147	02/19/2021	MEDIA CONSULTING-JAN 2021	\$15,000.00
75423	03/11/2021		FEDERAL EXPRESS CORP.	\$298.95
	Invoice	Date	Description	Amount
	7-276-05176	02/12/2021	MESSENGER SVC	\$51.08
	7-282-75690	02/19/2021	MESSENGER SVC	\$247.87
75424	03/11/2021		GONSALVES & SON, JOE A.	\$10,000.00
	Invoice	Date	Description	Amount
	158823	02/15/2021	LEGISLATIVE SVC-FEB 2021	\$10,000.00
75425	03/11/2021		GOODSERVICE APPLIANCE REPAIR	\$150.00
	Invoice	Date	Description	Amount
	1139	04/22/2020	INSTALL ICE MAKER-CITY HALL	\$150.00
75426	03/11/2021		GRANICUS, LLC	\$18,985.05

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	136911	02/23/2021	IT PROF WEBSITE SVC	\$18,985.05
75427	03/11/2021		HADDICK'S AUTO BODY	\$40.00
	Invoice	Date	Description	Amount
	H-51539	02/09/2021	TOWING SVC-LIC 1580081	\$40.00
75428	03/11/2021		HARDT, JULIE	\$89.77
	Invoice	Date	Description	Amount
	2/22/2021	02/22/2021	REIMBURSEMENT FOR INK CARTRIDGES	\$89.77
75429	03/11/2021		HERO INDUSTRIES	\$2,220.00
	Invoice	Date	Description	Amount
	2/22/2021	02/22/2021	COMMORATIVE COINS TO HONOR MAYOR DAVE	\$2,220.00
75430	03/11/2021		HISTORICAL RESOURCES, INC.	\$20,764.00
	Invoice	Date	Description	Amount
	COI2021-14	02/25/2021	ADMIN & MGMT SVC-HOMESTEAD	\$20,764.00
75431	03/11/2021		HOWARD ROOFING COMPANY	\$750.00
	Invoice	Date	Description	Amount
	25772	02/09/2021	ROOF REPAIRS-EL ENCANTO	\$750.00
75432	03/11/2021		INDUSTRY SECURITY SERVICES	\$55,401.32
	Invoice	Date	Description	Amount
	14-25186	02/19/2021	SECURITY SVC-VARIOUS CITY SITES	\$19,599.28

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	14-25183	02/19/2021	SECURITY SVC 2/12-2/18/21	\$9,012.42
	14-25205	02/26/2021	SECURITY SVC-VARIOUS CITY SITES	\$18,223.78
	14-25202	02/26/2021	SECURITY SVC 2/19-2/25/21	\$8,565.84
75433	03/11/2021		INDUSTRY TIRE SERVICE	\$18.00
	Invoice	Date	Description	Amount
	299920	02/04/2021	REPAIR TIRE-CITY TRAILER	\$18.00
75434	03/11/2021		JEFF PARRIOTT PHOTOGRAPHIC	\$3,757.50
	Invoice	Date	Description	Amount
	COI0221	03/01/2021	PROF SVC-HOMESTEAD	\$3,757.50
75435	03/11/2021		L A COUNTY SHERIFF'S	\$1,008,285.52
	Invoice	Date	Description	Amount
	211500VC	02/05/2021	SPECIAL EVENT-DIRECTED PATROL	\$58,369.16
	211306AL	02/10/2021	SHERIFF CONTRACT-JAN 2021	\$949,916.36
75436	03/11/2021		LA PUENTE VALLEY COUNTY	\$286.03
	Invoice	Date	Description	Amount
	BS;02/21	02/24/2021	- WATER MONITORING-BOY SCOUTS RESERVE	\$286.03
75437	03/11/2021		LOCKE LORD LLP	\$5,493.00
	Invoice	Date	Description	Amount
	1633802	02/19/2021	LEGAL SVC-JAN 2021	\$2,341.50
	1633779	02/19/2021	LEGAL SVC-JAN 2021	\$1,207.00
	1633780	02/19/2021	LEGAL SVC-JAN 2021	\$1,944.50

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
75438	03/11/2021		LOCKS PLUS, INC.	\$87.60
	Invoice	Date	Description	Amount
	25033	02/18/2021	REPLACE LOCK-HOMESTEAD	\$87.60
75439	03/11/2021		MEAD AND HUNT, INC.	\$638.25
	Invoice	Date	Description	Amount
	304181	06/11/2020	CHINO RANCH #1 INUNDATION AND EAP	\$638.25
75440	03/11/2021		MEGAN'S WINGS	\$1,000.00
	Invoice	Date	Description	Amount
	3/1/2021	03/01/2021	ANNUAL POT OF GOLD SPONSORSHIP-FIREFIGHTER	\$1,000.00
75441	03/11/2021		MONROE SYSTEMS FOR BUSINESS,	\$220.00
	Invoice	Date	Description	Amount
	IN143415-A	06/29/2020	MAINT AGRMT-BOND TRADER 7/28/20-7/27/21	\$220.00
75442	03/11/2021		MORR-IS TESTED INC.	\$1,040.00
	Invoice	Date	Description	Amount
	36357	02/15/2021	CCTV INSPECTION OF RCB-WALNUT DR WOUTH	\$1,040.00
75443	03/11/2021		MR PLANT & INTERIOR BOTANICAL	\$770.00
	Invoice	Date	Description	Amount
	MAR 16127	03/01/2021	PLANT MAINT-MAR 2021	\$770.00
75444	03/11/2021		MVC ENTERPRISES INC.	\$249,591.26

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	#7FAC19-049B	03/01/2021	SHERIFF'S STATION SITE PLAN & MODULAR OFFICES	\$58,662.00
	#7FAC19-049B2	03/01/2021	SHERIFF'S STATION SITE PLAN & MODULAR OFFICES	\$61,900.00
	#7FAC19-049B3	03/01/2021	SHERIFF'S STATION SITE PLAN & MODULAR OFFICES	\$142,165.66
75445	03/11/2021		NEXTIVA, INC.	\$179.26
	Invoice	Date	Description	Amount
	36931608940	02/17/2021	TELEPHONE SVC	\$179.26
75446	03/11/2021		PACIFIC UTILITY INSTALLATION	\$1,016.00
	Invoice	Date	Description	Amount
	23068	01/29/2021	ELECTRICAL DISTRIBUTION & STREETLIGHT SYSTEM	\$1,016.00
75447	03/11/2021		PARAGON PARTNERS LTD	\$318.75
	Invoice	Date	Description	Amount
	0020563-IN	01/31/2021	4TH AVE & TRAILSIDE DR WATER PROJECT	\$318.75
75448	03/11/2021		PARS	\$600.00
	Invoice	Date	Description	Amount
	47481	02/11/2021	REP FEES-DEC 2020	\$300.00
	47351	02/10/2021	ARS FEES-DEC 2020	\$300.00
75449	03/11/2021		PITNEY BOWES, INC.	\$214.04
	Invoice	Date	Description	Amount
	1017394643	02/05/2021	POSTAGE METER-FIRST FLOOR	\$214.04
75450	03/11/2021		PLACEWORKS	\$30,119.05

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CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	74378	01/31/2021	GRAND AVE WIDENING	\$869.55
	74290	01/31/2021	2004 IND BUSINESS CENTER EIR (JN9364)	\$29,249.50
75451	03/11/2021		POST ALARM SYSTEMS	\$304.38
	Invoice	Date	Description	Amount
	1347363	02/05/2021	MONITORING SVC-HOMESTEAD	\$304.38
75452	03/11/2021		PURCHASE POWER	\$100.00
	Invoice	Date	Description	Amount
	02/05/21	02/05/2021	POSTAGE METER REFILL ON 2/4/21	\$100.00
75453	03/11/2021		QUALITY CODE PUBLISHING LLC	\$1,825.75
	Invoice	Date	Description	Amount
	2021-32	02/08/2021	SUPPLEMENT SVC-INDUSTRY MUNICIPAL CODE	\$1,825.75
75454	03/11/2021		RESCUE ROOTER	\$700.00
	Invoice	Date	Description	Amount
	8103-324620	02/14/2021	REPLACE DRAIN-EL ENCANTO	\$700.00
75455	03/11/2021		RICOH USA, INC.	\$974.36
	Invoice	Date	Description	Amount
	5061394494	02/08/2021	METER READING-VARIOUS	\$412.07
	5061417129	02/12/2021	METER READING-TREASURY	\$20.27
	34657251	02/13/2021	COPIER LEASE-TREASURY	\$252.66
	34656741	02/13/2021	COPIER LEASE-ENGINEERING	\$289.36

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
75456	03/11/2021		RICOH USA, INC.	\$858.73
	Invoice	Date	Description	Amount
	71355092	02/06/2021	COPIER LEASE-VARIOUS	\$858.73
75457	03/11/2021		SAN GABRIEL VALLEY	\$6,480.00
	Invoice	Date	Description	Amount
	20210225COI	02/25/2021	LANDSCAPE SVC-TRAIL MAINT	\$6,480.00
75458	03/11/2021		SATSUMA LANDSCAPE & MAINT.	\$108,523.35
	Invoice	Date	Description	Amount
	0221XROADS	02/24/2021	LANDSCAPE SVC-CROSSROADS PKY NORTH &	\$35,197.12
	0221CH	02/24/2021	LANDSCAPE SVC-CIVIC FINANCIAL CENTER	\$44,315.14
	0221TA	02/24/2021	LANDSCAPE SVC-TEMPLE & AZUSA	\$29,011.09
75459	03/11/2021		SC FUELS	\$26,853.03
	Invoice	Date	Description	Amount
	4557702	02/25/2021	REGULAR FUEL-INDUSTRY HILLS PUMPS	\$26,853.03
75460	03/11/2021		SCREENVISION MEDIA	\$800.00
	Invoice	Date	Description	Amount
	LOC-000240126	02/12/2021	VIDEO ADVERTISEMENT-VINELAND DRIVE IN	\$800.00
75461	03/11/2021		SO CAL INDUSTRIES	\$190.74
	Invoice	Date	Description	Amount
	486070	02/19/2021	FENCE RENTAL-INDUSTRY HILLS	\$90.34

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CITY.WF.CHK - City General Wells Fargo				
	486779	02/24/2021	RR RENTAL-TONNER CYN/GRAND AVE	\$100.40
75462	03/11/2021		SO CALIFORNIA EDISON COMPANY	\$1,476.49
	Invoice	Date	Description	Amount
	7590350411	02/17/2021	NEW STREET LIGHT SYSTEM-13400 NELSON AVE	\$1,476.49
75463	03/11/2021		SPARKLETTS	\$24.86
	Invoice	Date	Description	Amount
	17165913 021221	02/12/2021	WATER DELIVERY	\$24.86
75464	03/11/2021		SPECTRUM	\$938.99
	Invoice	Date	Description	Amount
	0362894021021	02/10/2021	BUSINESS INTERNET-FEB 2021	\$938.99
75465	03/11/2021		SQUARE ROOT GOLF & LANDSCAPE,	\$168,492.00
	Invoice	Date	Description	Amount
	1538H	02/25/2021	LANDSCAPE SVC-VARIOUS CITY SITES	\$127,744.82
	1538H-1	02/25/2021	GRAFFITI REMOVAL	\$3,631.05
	1538H-2	02/25/2021	SIGN REPAIR & INSTALLATION	\$501.74
	1536ELHM	02/25/2021	LANDSCAPE SVC-EL ENCANTO	\$10,113.60
	1535ELHM	02/25/2021	LANDSCAPE SVC-VARIOUS CITY SITES	\$5,968.00
	1537ELHM	02/25/2021	LANDSCAPE SVC-HOMESTEAD	\$20,532.79
75466	03/11/2021		STAPLES BUSINESS ADVANTAGE	\$522.35
	Invoice	Date	Description	Amount
	8061225664	02/06/2021	OFFICE SUPPLIES	\$121.03

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	8061298189	02/13/2021	OFFICE SUPPLIES	\$401.32
75467	03/11/2021		STILLWATER SCIENCES	\$508.00
	Invoice	Date	Description	Amount
	9180003	02/26/2021	FOLLOW'S CAMP PROJECT	\$508.00
75468	03/11/2021		SYNCHRONY BANK/AMAZON	\$45.04
	Invoice	Date	Description	Amount
	SOSQC430-A	02/10/2021	OFFICE SUPPLIES	\$45.04
75469	03/11/2021		THE TECHNOLOGY DEPOT	\$18,494.38
	Invoice	Date	Description	Amount
	15637	02/12/2021	NETOWRK MAINT 2/8-2/12/21	\$4,593.75
	15703	02/19/2021	NETWORK MAINT-AFTER HOURS SUPPORT	\$433.13
	15699	02/19/2021	ONSITE/REMOTE NETWORK ADMIN	\$6,940.00
	15732	02/26/2021	NETOWRK MAINT 2/22-2/26/21	\$6,527.50
75470	03/11/2021		U.S. BANK	\$5,000.00
	Invoice	Date	Description	Amount
	5981807	12/24/2020	COI-ADMIN FEES FOR SALES TAX REV BOND 2015A	\$2,000.00
	5981808	12/24/2020	COI-ADMIN FEES FOR SALES TAX REV BOND 2015B	\$3,000.00
75471	03/11/2021		WEST COAST ARBORISTS, INC.	\$31,706.00
	Invoice	Date	Description	Amount
	169173	01/31/2021	MAINT STREET TREES-PUBLIC ROW	\$14,608.00
	169613	02/15/2021	MAINT STREET TREES-PUBLIC ROW	\$17,098.00

CITY OF INDUSTRY
WELLS FARGO BANK
March 11, 2021

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

Checks	Status	Count	Transaction Amount
	Total	90	\$2,553,960.98

CITY COUNCIL

ITEM NO. 5.2



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of City Council

FROM: Troy Helling, City Manager *TH*

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

DATE: March 11, 2021

SUBJECT: Consideration of Amendment No. 2 to the Professional Services Agreement with Sage Environmental Group, LLC, for on-call biological monitoring support services, revising the indemnity provisions, and increasing compensation by \$200,000.00 (MP 12-03)

Background:

On August 1, 2017, the City Council approved a Professional Services Agreement ("Agreement") with Sage Environmental Group, LLC, ("Sage") to provide on-call biological monitoring support services for an amount not-to-exceed \$288,000.00. Sage has provided these services City-wide on a variety of projects and on-going tasks such as fuel load management and invasive plant removals within open space areas. Sage has provided support to Staff on projects and properties such as biological monitoring at Follows Camp, Tonner Canyon, Walnut Drive South Street Widening and Storm Drain Improvements and other City-owned properties.

On February 27, 2020, the City Council approved Amendment No. 1, extending the term of the Agreement through February 27, 2023, to allow Sage to continue providing on-call biological monitoring services to the City and amending the rate schedule to reflect the current rates.

Discussion:

Sage continues to provide on-call biological services, and as part of Amendment No. 2, Staff proposes to update the scope of services to include biological monitoring for routine maintenance activities throughout the City and provide California Environmental Quality Act compliance documentation and monitoring for routine maintenance activities, including Follows Camp, Tonner Canyon and the Arnold Reservoir. While the Agreement was extended in February of 2020, there was sufficient budget at the time and no increase was needed. Staff is recommending Amendment No. 2 to increase compensation by \$200,000.00 for the continued biological services through February 27, 2023. Additionally, it is necessary to amend the Agreement to include language requiring indemnity specific to independent contractors.

Fiscal Impact:

The fiscal impact of Amendment No. 2 is \$200,000.00. An appropriation of \$200,000.00 is requested from the General Fund Reserve to General Fund-Civic-Financial-Property Maintenance (Account No. 100-625-8510) (MP 12-03).

Recommendations:

- 1) It is recommended that the City Council approve Amendment No. 2 to the Agreement with Sage; and
- 2) Appropriate \$200,000.00 from the General Fund Reserve to General Fund-Civic-Financial-Property Maintenance (Account No. 100-625-8510) (MP 12-03).

Exhibit:

- A. Amendment No. 2 to Professional Services Agreement with Sage Environmental Group, LLC., dated March 11, 2021

TH/JN/SC:jf

EXHIBIT A

Amendment No. 2 to Professional Services Agreement with Sage Environmental Group,
LLC., dated March 11, 2021

[Attached]

**AMENDMENT NO. 2
TO AGREEMENT FOR CONSULTING SERVICES WITH
SAGE ENVIRONMENTAL GROUP**

This Amendment No. 2 to the Agreement for Consulting Services (“Agreement”), is made and entered into this 11th day of March, 2021, by and between the City of Industry, a municipal corporation, (“City”) and Sage Environmental Group, a California limited liability company (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about August of 2017, the Agreement was entered into and executed between the City and Consultant to provide on-call biological monitoring support services; and

WHEREAS, on or about February 27, 2020 Amendment No. 1 was approved extending the term through February 27, 2023, to allow Consultant to continue providing on-call biological monitoring services, amending the rate schedule to reflect Consultant’s current rates, and revising the address for the City Attorney; and

WHEREAS, the Parties desire to amend the scope of services to include biological monitoring and California Environmental Quality Act compliance documentation and monitoring at City properties, a budget increase in the amount of \$200,000.00 is also required for Consultant to continue providing biological monitoring services, and lastly, it is necessary to amend the Agreement to include language requiring indemnity specific to independent contractors; and

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

AMENDMENT

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

Section 4. PAYMENT

The second sentence of Section 4(a) is hereby revised to read in its entirety as follows:

The total contract amount shall not exceed Four Hundred Eighty Eight Thousand Dollars (\$488,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

Section 9. INDEPENDENT CONSULTANT

Section 9(c) is hereby added in its entirety to read as follows:

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

Exhibit A, Scope of Services

The Scope of Services is hereby rescinded in its entirety and replaced with the Scope of Services set forth in Attachment 1, attached hereto, and incorporated herein by reference.

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

“CITY”
CITY OF INDUSTRY

“CONSULTANT”
SAGE ENVIRONMENTAL GROUP

By: _____
Troy Helling, City Manager

By: _____
Alissa Cope, Principal

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

**ATTACHMENT 1
EXHIBIT A**

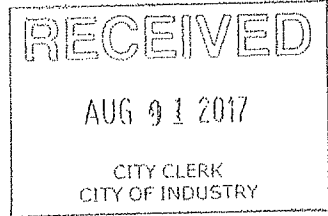
Scope of Services

Consultant shall provide Citywide on-call biological monitoring support services which shall include, but are not limited to:

- Fuel load management
- Invasive plant removal within open space areas to support biological resources, including sensitive plant and animal species
- Biological monitoring for routine maintenance activities
- California Environmental Quality Act compliance documentation and monitoring for routine maintenance activities

Consultant shall provide a Biological Monitoring Letter Report and photo documentation for each task area assigned.

**EXHIBIT A TO AMENDMENT NO. 2:
AGREEMENT FOR CONSULTING SERVICES WITH SAGE ENVIRONMENTAL
GROUP, LLC (DATED AUGUST 1, 2017)**



CITY OF INDUSTRY
PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of August 1, 2017 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Sage Environmental Group LLC, a California limited liability company ("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 December 8, 2019, 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 on-call biological monitoring support services, serving a municipal agency.

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the

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

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

3. MANAGEMENT

City'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 monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Two Hundred Eighty-Eight Thousand Dollars (\$288,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

5. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

6. OWNERSHIP OF DOCUMENTS

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

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

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

7. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

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

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

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

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

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

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
13200 Crossroads Parkway North, Suite 345
City of Industry, CA 91746

To Consultant:

Alissa Cope, President
Sage Environmental Group LLC
24040 Camino Del Avion, Suite A77
Monarch Beach, CA 92629

15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

17. ENTIRE AGREEMENT

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

and upon each party's own independent investigation of any and all facts such party deems material.

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

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


23. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the

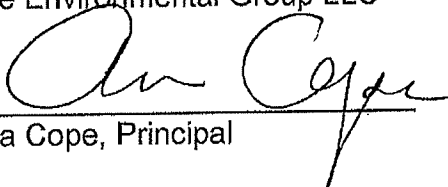
Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

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

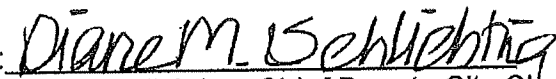
"CITY"
City of Industry

By: 
Paul J. Philips, City Manager

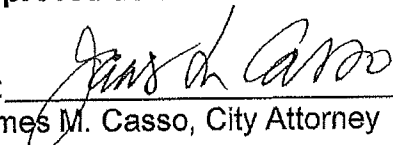
"CONSULTANT"
Sage Environmental Group LLC

By: 
Alissa Cope, Principal

Attest:

By: 
Diane M. Schlichting, Chief Deputy 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 citywide on-call biological monitoring support services to include, but not limited to:

- Fuel load management; and
- Invasive plant removal within open space areas to support biological resources, including sensitive plant and animal species.

Consultant shall provide a Biological Monitoring Letter Report and photo documentation for each task area assigned.

EXHIBIT B

RATE SCHEDULE

Principal in Charge \$ 180.00

Project Manager \$ 165.00

Senior Biologist/Botanist \$ 150.00

Senior Regulatory Specialist \$ 150.00

Associate Biologist/Botanist \$ 130.00

Licensed Herbicide Applicator \$ 95.00

Senior Cultural Resources Specialist \$ 145.00

Assoc. Cultural Resources Specialist \$ 120.00

Principal Environmental Planner \$ 165.00

Assoc. Environmental Planner \$ 130.00

CADD/GIS Technician \$ 110.00

Word Processor \$ 80.00

Field Crew Supervisor \$ 75.00

Field Crew Labor \$ 48.00

Expert witness testimony and participation in a judicial or administrative proceeding is available at two hundred percent (200%) of the rate set forth in this Rate Schedule. Preparation time shall be billed at the standard billing rate.

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.

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 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.

CITY COUNCIL

ITEM NO. 6.1



CITY OF INDUSTRY

Incorporated June 18, 1957

MEMORANDUM

TO: Honorable Mayor Moss and Members of the Council

FROM: Troy Helling, City Manager TH

STAFF: Yamini Pathak, Director of Finance YP

DATE: March 11, 2021

SUBJECT: **Presentation of the FY 2020-21 Mid-Year Budget Report, and Consideration of Resolution No. CC 2021-05, approving and adopting the City's fiscal year 2020-21 proposed Mid-Year Budget Amendment's, and Fiscal Year 2020-21 proposed Mid-Year Budget Amendments for the Capital Improvement Program Budget.**

BACKGROUND:

On June 25, 2020, the City Council ("Council") adopted the City's FY 2020-21 ("FY 21") Operating Budget for its General Fund and all its other funds and affiliated entities. Throughout the fiscal year, unanticipated revenues and expenditures arise that potentially impact the adopted budget and require budget amendments.

DISCUSSION:

On June 25, 2020, the City Council adopted the City's FY 21 General Fund Operating Budget of \$47.5 million, supported by \$53.9 million in revenues. Since the budget adoption, there have been changes to the budget.

The FY 21 Mid-Year Update will discuss the changes to revenue and expenditures through the halfway point of the year and provide an overview of the FY 21 Proposed Budget Amendments.

Revenues:

- **General Fund** – The adopted budget projected a lower rental income due to COVID-19. Fortunately, it has not affected our rental income, so we will be increasing our budget by \$2.1M.
- **Special Revenue Fund – Measure W** – The proposed budget includes \$1.6M revenue approved by L A County voter in 2018 for Safe Clean Water Program.
- **IPHMA** – The rent increase as noted in the lease was not budgeted because it was not foreseen to grow. The rent has been increased by 8% as of January 2021 which resulted in a revenue increase of \$4,500.00.

Expenditures:

- **General Fund** – The City Council adopted an FY 20-21 Operating Budget of \$47.6 million for the General fund. The proposed midyear budget amendments reflect a decrease in general fund expenditures by \$1,044,100. The decrease is mainly due to an overall reduction in general engineering, professional services, and traffic maintenance expenses.
- **Special Revenue Fund – Measure W** – The proposed budget includes \$1.02M expenses for the Safe Clean Water Program projects.
- **Capital Improvement Program** – In June 2020, the City Council adopted a Capital Improvement Program (“CIP”) budget of 45.8M, the proposed CIP budget amended will only increase by \$135,400.00 as some categories have decreased while others have increased.
- **IPUC Electric** – The proposed decrease of \$760,000.00 in the City’s electric enterprise fund is primarily due to the reduction of engineering services, energy rebate and furniture, fixtures and equipment. The proposed reduction will result in a City Electric budget of \$3.4 million.
- **IPHMA** – The reduction in expenses of \$19,200.00 for IPHMA, is primarily due to reduced costs for legal services and property maintenance.
- **CRIA** – The proposed increase of \$190,300.00 in the CRIA fund is due to the under budgeted security services expenses in FY 20-21 adopted budget.

FISCAL IMPACT:

By approving the FY 21 Proposed Budget Amendments, the City's Operating Budget Expenditures will decrease by \$1,044,100.00, the Capital Improvement Program will increase by \$135,455.00, the City Electric Fund will decrease by \$760,000.00, the Measure W fund will add \$580,000 and Transfer In/Out will result in an increased total of \$160,700.00. The Transfer In/Out includes security services for CRIA. The net effect of the proposed mid-year budget amendment will increase the City's projected revenue by \$2.1M and decrease the City's projected expenses by \$883,400.00.

RECOMMENDED ACTION:

Staff recommends that the City Council receive and file the FY 21 Mid-Year Budget Report, and adopt Resolution No. CC 2021-05, approving the Proposed FY 21 Mid-Year Budget Amendments.

ATTACHMENTS:

1. Resolution CC 2021-05: Resolution Approving and Adopting FY 2020-21 Proposed Mid-Year Budget Amendments
2. Exhibit A-Projected Fund Balance Fiscal Year 2020-2021
3. Exhibit B-Mid-Year Budget Update
4. Exhibit C-Revenue/Expenditure Summary
5. Exhibit D-Revenue/Expenditure Detail
6. Exhibit E-Transfer Schedule
7. Exhibit F-Capital Improvements Projects Detail

RESOLUTION NO. CC 2021-05

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY,
CALIFORNIA, APPROVING AND ADOPTING THE CITY'S FISCAL YEAR
2020-21 PROPOSED MID-YEAR BUDGET ADJUSTMENTS AND
FISCAL YEAR 2020-21 PROPOSED MID-YEAR BUDGET
ADJUSTMENTS FOR THE CAPITAL IMPROVEMENT PROGRAM
BUDGET**

WHEREAS, On June 25, 2020, the City Council ("Council") adopted the City's FY 2020-2021 ("FY 21") Operating Budget for its General Fund, and all its other funds and affiliated entities; and

WHEREAS, throughout a fiscal year, unanticipated revenues and expenditures may arise that could potentially impact the adopted budget and require budget amendments; and

WHEREAS, on March 11, 2021, the FY 21 Mid-Year Budget Report was presented to the Council and provided an update on the City's fiscal performance through the mid-point of the fiscal year, from July 1, 2020, through December 31, 2020, comparing all revenues and expenditures to the same period in the prior fiscal year and against adopted budget levels; and

WHEREAS, the FY 21 Mid-Year Budget Report also presented an overview of the FY 21 Mid-Year Budget Amendments for Council's consideration to approve and amend the FY 21 Adopted Budget.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INDUSTRY,
CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:**

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

Section 2. The City Council received a presentation on the FY 2020-21 Mid-Year Budget Report and hereby receives and files same.

Section 3. The City Council hereby approves the FY 21 Mid-Year Budget Amendments, attached hereto as Exhibit A, and incorporated herein by reference.

Section 4. The City Council hereby authorizes the City Manager, or his designee, to make the appropriate changes and budget amendments in the City's Financial System.

Section 5. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

Section 6. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

Section 7. This resolution shall be effective immediately.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry, at a regular meeting held on March 11, 2021, by the following vote:

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

Cory C. Moss, Mayor

ATTEST:

Julie Gutierrez-Robles, City Clerk

CITY OF INDUSTRY
PROJECTED FUND BALANCES
MID-YEAR BUDGET UPDATE
FISCAL YEAR 2020-2021

Exhibit A

	FUND BALANCE JUNE 30, 2020	PROPOSED MID YEAR AMENDED REVENUE BUDGET	PROPOSED MID YEAR AMENDED EXPENDITURES BUDGET	PROPOSED MID- YEAR AMENDED TRANSNFSERS IN	PROPOSED MID-YEAR AMENDED TRANSFERS OUT	PROJECTED FUND BALANCE JUNE 30, 2021
GENERAL FUND						
100 OPERATIONS	717,586,361.00	56,071,700.00	(46,475,800.00)	4,559,996.00	(31,967,400.00)	699,774,857.00
	<u>717,586,361.00</u>	<u>56,071,700.00</u>	<u>(46,475,800.00)</u>	<u>4,559,996.00</u>	<u>(31,967,400.00)</u>	<u>699,774,857.00</u>
SPECIAL REVENUE FUNDS						
101 STATE GAS TAX	17,903.00	24,000.00	(24,000.00)	-	-	17,903.00
102 MEASURE R	-	7,000.00	(7,000.00)	-	-	-
103 PROP A	1,468,636.00	37,400.00	(675,000.00)	-	-	831,036.00
104 PROP C	8,909.00	9,000.00	(15,000.00)	-	-	2,909.00
105 AIR QUALITY	471.00	-	-	-	-	471.00
106 MEASURE M	-	8,000.00	(8,000.00)	-	-	-
107 MEASURE W	-	1,600,000.00	(1,020,000.00)	-	-	580,000.00
	<u>1,495,919.00</u>	<u>85,400.00</u>	<u>(1,749,000.00)</u>	<u>-</u>	<u>-</u>	<u>1,432,319.00</u>
ENTERPRISE FUNDS						
160 IPHMA	10,528,725.00	165,600.00	(519,200.00)	353,600.00	-	10,528,725.00
161 CITY ELECTRIC	13,196,750.00	4,621,900.00	(3,974,200.00)	-	-	13,844,450.00
165 CITY ELECTRIC - CARB	865,546.00	150,000.00	(639,700.00)	-	-	375,846.00
360 CRIA	61,719.00	1,500.00	(611,400.00)	2,067,800.00	(1,075,800.00)	443,819.00
361 EXPO CENTER	5,271,553.00	898,300.00	(1,974,100.00)	1,075,800.00	-	5,271,553.00
560 IPUC - RECLAIMED WATER	9,651,232.00	1,294,700.00	(660,300.00)	-	-	10,285,632.00
561 IPUC - POTABLE WATER	1,552,025.00	2,041,800.00	(2,142,600.00)	-	-	1,451,225.00
	<u>41,127,550.00</u>	<u>9,173,800.00</u>	<u>(10,521,500.00)</u>	<u>3,497,200.00</u>	<u>(1,075,800.00)</u>	<u>42,201,250.00</u>
CAPITAL IMPROVEMENTS FUND						
120 CAPITAL IMPROVEMENTS	152,924,986.00	1,063,221.00	(45,697,545.00)	-	-	108,290,662.00
	<u>152,924,986.00</u>	<u>1,063,221.00</u>	<u>(45,697,545.00)</u>	<u>-</u>	<u>-</u>	<u>108,290,662.00</u>
FIDUCIARY FUNDS						
145 ASSESSMENT DISTRICT 91-1	1,827,277.00	15,000.00	(512,641.00)	-	-	1,329,636.00
	<u>1,827,277.00</u>	<u>15,000.00</u>	<u>(512,641.00)</u>	<u>-</u>	<u>-</u>	<u>1,329,636.00</u>
DEBT SERVICE						
135 TAX OVERRIDE	986,246.00	39,474,100.00	-	-	(39,474,000.00)	986,346.00
140 CITY OF INDUSTRY	64,020,366.00	9,527,000.00	(41,072,593.00)	29,546,000.00	(4,559,996.00)	57,460,777.00
440 IPFA	279,322,603.00	15,824,123.00	(123,907,115.00)	39,474,000.00	-	210,713,611.00
	<u>344,329,215.00</u>	<u>64,825,223.00</u>	<u>(164,979,708.00)</u>	<u>69,020,000.00</u>	<u>(44,033,996.00)</u>	<u>269,160,734.00</u>
PROJECTED ENDING FUND BALANCE	<u><u>1,259,291,308.00</u></u>	<u><u>131,234,344.00</u></u>	<u><u>(269,936,194.00)</u></u>	<u><u>77,077,196.00</u></u>	<u><u>(77,077,196.00)</u></u>	<u><u>1,122,189,458.00</u></u>

CITY OF INDUSTRY
PROJECTED FUND BALANCES
MID-YEAR BUDGET UPDATE
FISCAL YEAR 2020-2021

Exhibit B

	FUND BALANCE JUNE 30, 2020	ADOPTED REVENUES 2020-2021	INCREASE (DECREASE)	PROPOSED MID YEAR AMENDED REVENUE BUDGET	ADOPTED EXPENDITURES 2020-2021	INCREASE (DECREASE)	PROPOSED MID YEAR AMENDED EXPENDITURES BUDGET	PROPOSED NET MID YEAR BUDGET CHANGE
GENERAL FUND								
100 OPERATIONS	717,586,361.00	53,923,600.00	2,148,100.00	56,071,700.00	(47,519,900.00)	(1,044,100.00)	(46,475,800.00)	1,104,000.00
	<u>717,586,361.00</u>	<u>53,923,600.00</u>	<u>2,148,100.00</u>	<u>56,071,700.00</u>	<u>(47,519,900.00)</u>	<u>(1,044,100.00)</u>	<u>(46,475,800.00)</u>	<u>1,104,000.00</u>
SPECIAL REVENUE FUNDS								
101 STATE GAS TAX	17,903.00	24,000.00		24,000.00	(24,000.00)		(24,000.00)	-
102 MEASURE R	-	7,000.00		7,000.00	(7,000.00)		(7,000.00)	-
103 PROP A	1,468,636.00	37,400.00		37,400.00	(675,000.00)		(675,000.00)	-
104 PROP C	8,909.00	9,000.00		9,000.00	(15,000.00)		(15,000.00)	-
105 AIR QUALITY	471.00			-			-	-
106 MEASURE M	-	8,000.00		8,000.00	(8,000.00)		(8,000.00)	-
107 MEASURE W	-			-			-	-
	<u>1,495,919.00</u>	<u>85,400.00</u>	<u>-</u>	<u>85,400.00</u>	<u>(729,000.00)</u>	<u>-</u>	<u>(729,000.00)</u>	<u>-</u>
ENTERPRISE FUNDS								
160 IPHMA	10,528,725.00	161,100.00	4,500.00	165,600.00	(538,400.00)	(19,200.00)	(519,200.00)	(14,700.00)
161 CITY ELECTRIC	13,196,750.00	4,621,900.00	-	4,621,900.00	(4,734,200.00)	(760,000.00)	(3,974,200.00)	(760,000.00)
165 CITY ELECTRIC - CARB	865,546.00	150,000.00	-	150,000.00	(639,700.00)		(639,700.00)	-
360 CRIA	61,719.00	1,500.00	-	1,500.00	(801,700.00)	190,300.00	(992,000.00)	190,300.00
361 EXPO CENTER	5,271,553.00	898,300.00		898,300.00	(1,974,100.00)		(1,974,100.00)	-
560 IPUC - RECLAIMED WATER	9,651,232.00	1,294,700.00	-	1,294,700.00	(660,300.00)		(660,300.00)	-
561 IPUC - POTABLE WATER	1,552,025.00	2,041,800.00	-	2,041,800.00	(2,142,600.00)		(2,142,600.00)	-
	<u>41,127,550.00</u>	<u>9,169,300.00</u>	<u>4,500.00</u>	<u>9,173,800.00</u>	<u>(11,491,000.00)</u>	<u>(588,900.00)</u>	<u>(10,902,100.00)</u>	<u>(584,400.00)</u>
CAPITAL IMPROVEMENTS FUND								
120 CAPITAL IMPROVEMENTS	152,924,986.00	1,063,221.00	-	1,063,221.00	(45,833,000.00)	135,455.00	(45,968,455.00)	135,455.00
	<u>152,924,986.00</u>	<u>1,063,221.00</u>	<u>-</u>	<u>1,063,221.00</u>	<u>(45,833,000.00)</u>	<u>135,455.00</u>	<u>(45,968,455.00)</u>	<u>135,455.00</u>
FIDUCIARY FUNDS								
145 ASSESSMENT DISTRICT 91-1	1,827,277.00	15,000.00	-	15,000.00	(512,641.00)	-	(512,641.00)	-
	<u>1,827,277.00</u>	<u>15,000.00</u>	<u>-</u>	<u>15,000.00</u>	<u>(512,641.00)</u>	<u>-</u>	<u>(512,641.00)</u>	<u>-</u>
DEBT SERVICE								
135 TAX OVERRIDE	986,246.00	39,474,100.00	-	39,474,100.00		-	-	-
140 CITY OF INDUSTRY	64,020,366.00	9,527,000.00	-	9,527,000.00	(41,072,593.00)	-	(41,072,593.00)	-
440 IPFA	279,322,603.00	15,824,123.00	-	15,824,123.00	(123,907,115.00)	-	(123,907,115.00)	-
	<u>344,329,215.00</u>	<u>64,825,223.00</u>	<u>-</u>	<u>64,825,223.00</u>	<u>(164,979,708.00)</u>	<u>-</u>	<u>(164,979,708.00)</u>	<u>-</u>
PROJECTED ENDING FUND BALANCE	<u>1,259,291,308.00</u>	<u>129,081,744.00</u>	<u>2,152,600.00</u>	<u>131,234,344.00</u>	<u>(271,065,249.00)</u>	<u>(1,497,545.00)</u>	<u>(269,567,704.00)</u>	<u>655,055.00</u>

CITY OF INDUSTRY
MID-YEAR BUDGET UPDATE
REVENUE/EXPENSES SUMMARY
FISCAL YEAR 2020-2021

Exhibit C

FUND	CATEGORY	DEPARTMENT	ADOPTED BUDGET FY 20-21	MID-YEAR BUDGET AMENDMENT FY 20-21	PROPOSED AMENDED BUDGET FY 20-21
	GENERAL FUND				
	REVENUE				
		RENTAL INCOME	2,073,200.00	2,148,100.00	4,221,300.00
		TOTAL RENTAL INCOME	<u>2,073,200.00</u>	<u>2,148,100.00</u>	<u>4,221,300.00</u>
	EXPENSES				
100	ADMINISTRATIVE				
		CITY COUNCIL	364,700.00	(35,600.00)	329,100.00
		CITY CLERK	222,700.00	52,500.00	275,200.00
		CITY MANAGER	1,235,500.00	164,800.00	1,400,300.00
		CENTRAL SERVICES	2,395,600.00	(520,800.00)	1,874,800.00
		HUMAN RESOURCES	1,079,300.00	298,400.00	1,377,700.00
		CITY ATTORNEY/LEGAL	2,030,000.00	1,100,000.00	3,130,000.00
		LEGISLATIVE SERVICES	183,500.00		183,500.00
		IUDA-ADMINTRATIVE EXPENSES	2,016,700.00		2,016,700.00
	FINANCIAL SERVICES				
		CITY TREASURER	454,600.00	(1,200.00)	453,400.00
		FINANCE	1,765,800.00	(12,000.00)	1,753,800.00
		INFORMATION TECHNOLOGY	723,600.00	(159,000.00)	564,600.00
	DEVELOPMENT SERVICES				
		ENGINEERING	384,600.00	26,500.00	411,100.00
		PLANNING	1,056,500.00	(265,700.00)	790,800.00
		DEVELOPMENT SERVICES	1,031,900.00	(28,000.00)	1,003,900.00
		FIELD OPERATIONS	2,400.00		2,400.00
		PUBLIC SAFETY	11,977,200.00	144,500.00	12,121,700.00
		PUBLIC WORKS	3,860,000.00	(6,800.00)	3,853,200.00
		STREETS AND ROADS	1,784,000.00	(659,700.00)	1,124,300.00
		OTHER CONTRATED SERVICES	3,770,000.00	(134,500.00)	3,635,500.00
		CIVIC FINANCIAL CENTER	3,336,800.00	(725,500.00)	2,611,300.00
		INDUSTRY HILLS MAINTENANCE	344,000.00	(57,900.00)	286,100.00
		HABITAT AND OPEN SPACE	600,500.00	40,200.00	640,700.00
		STREET LIGHTS	625,000.00	(365,800.00)	259,200.00
	COMMUNITY SUPPORT & REGIONAL IMPROVEMENTS				
		EL ENCANTO	2,941,500.00	176,800.00	3,118,300.00
		COMMUNITY PROMOTIONS & ECONOMIC DEVELOPMENT	1,606,000.00	99,400.00	1,705,400.00
		WORKMAN TEMPLE HOMESTEAD	1,382,000.00	(144,800.00)	1,237,200.00
	METROLINK STATION				
		ELECTRIC UTILITY - METROLINK DIVISION	345,500.00	(29,900.00)	315,600.00
	GENERAL FUND-TOTAL EXPENDITURES		<u>47,519,900.00</u>	<u>(1,044,100.00)</u>	<u>46,475,800.00</u>

107	SPECIAL REVENUE FUND				
	REVENUE				
		MEASURE W	<u>-</u>	<u>1,600,000.00</u>	<u>1,600,000.00</u>
			<u>-</u>	<u>1,600,000.00</u>	<u>1,600,000.00</u>
	EXPENSES				
		MEASURE W	<u>-</u>	<u>1,020,000.00</u>	<u>1,020,000.00</u>
			<u>-</u>	<u>1,020,000.00</u>	<u>1,020,000.00</u>
	ENTERPRISE FUND				
	REVENUE				
160	IPHMA				
		RENTAL INCOME	<u>161,000.00</u>	<u>4,500.00</u>	<u>165,500.00</u>
			<u>161,000.00</u>	<u>4,500.00</u>	<u>165,500.00</u>
	EXPENSES				
	IPHMA				
		IPHMA EXPENSES	<u>538,400.00</u>	<u>(19,200.00)</u>	<u>519,200.00</u>
			<u>538,400.00</u>	<u>(19,200.00)</u>	<u>519,200.00</u>
	EXPENSES				
161	IPUC ELECTRIC				
		IPUC ELECTRIC	<u>4,734,200.00</u>	<u>(760,000.00)</u>	<u>3,974,200.00</u>
			<u>4,734,200.00</u>	<u>(760,000.00)</u>	<u>3,974,200.00</u>
360	CRIA				
	EXPENSES				
		CRIA EXPENSES	<u>801,700.00</u>	<u>190,300.00</u>	<u>992,000.00</u>
			<u>801,700.00</u>	<u>190,300.00</u>	<u>992,000.00</u>
120	CAPITAL IMPROVEMENT PROGRAM FUND				
		CAPITAL IMPROVEMENTS FUND-TOTAL EXPENDITURES	<u>45,833,000.00</u>	<u>135,455.00</u>	<u>45,968,455.00</u>
			<u>45,833,000.00</u>	<u>135,455.00</u>	<u>45,968,455.00</u>

**CITY OF INDUSTRY
MID-YEAR BUDGET UPDATE
REVENUE/EXPENSES DETIAL
FISCAL YEAR 2020-2021**

Account	Account Description	FY 20/21 Adopted	Budget	Amended	Mid-Year	Exhibit D
		Budget	Amendments	Budget	Budget Amendment FY 2020-2021	Proposed 801700
Fund 100 - General Fund						
Department 200 - Revenue						
4340	Rental Income	2,073,200.00	.00	2,073,200.00	2,148,100.00	4,221,300.00
	Department 200 - Revenue Totals	\$2,073,200.00	\$0.00	\$2,073,200.00	2,148,100.00	4,221,300.00
Department 350 - Metrolink Station						
5065	Other Contracted Services	.00	.00	.00	54,900.00	54,900.00
5120.01	Professional Services	50,000.00	.00	50,000.00	(20,000.00)	30,000.00
5550	Repair and Maintenance Equipment	2,500.00	.00	2,500.00		2,500.00
5565	Small Equipments & Supplies	50,000.00	.00	50,000.00	(20,000.00)	30,000.00
5695	Computer Supplies	1,000.00	.00	1,000.00	30,800.00	31,800.00
5695.01	Computer Services	30,000.00	.00	30,000.00	(30,000.00)	-
5730.03	Utilities - Electric	120,000.00	.00	120,000.00		120,000.00
5900	General Engineering	25,000.00	.00	25,000.00	9,400.00	34,400.00
6200	Contract Labor - Professional and	30,000.00	.00	30,000.00	(30,000.00)	-
9010	Furniture, Equipment & Fixtures	25,000.00	.00	25,000.00	(25,000.00)	-
	Department 350 - Metrolink Station Totals	333,500.00	-	333,500.00	(29,900.00)	303,600.00
Department 501 - City Council						
5021	Dues and Subscriptions	22,000.00	.00	22,000.00	(22,000.00)	-
5570	Printing and Photographs	2,000.00	.00	2,000.00	(2,000.00)	-
5610	Travel and Meetings	15,000.00	.00	15,000.00	(9,000.00)	6,000.00
5631	Workers Compensation	6,100.00	.00	6,100.00	(2,600.00)	3,500.00
	Department 501 - City Council Totals	\$45,100.00	\$0.00	\$45,100.00	(\$35,600.00)	9,500.00
Department 502 - City Clerk						
5020	CalPERS - Employee	.00	.00	.00	8,900.00	8,900.00
5021	Dues and Subscriptions	14,000.00	.00	14,000.00	6,400.00	20,400.00
5039	PARS - Employer	8,700.00	.00	8,700.00	(8,700.00)	-
5631	Workers Compensation	6,700.00	.00	6,700.00	(4,000.00)	2,700.00
5670	Election Expenses	3,000.00	.00	3,000.00	49,900.00	52,900.00
	Department 502 - City Clerk Totals	\$32,400.00	\$0.00	\$32,400.00	52,500.00	84,900.00

Department 503 - City Manager						
5001	Salaries	715,500.00	118,850.00	834,350.00	183,200.00	1,017,550.00
5001.02	Salaries - Part - Time	55,500.00	16,450.00	71,950.00	(21,000.00)	50,950.00
5016	Cal-PERS - Employer	72,000.00	7,600.00	79,600.00	25,200.00	104,800.00
5017	Medical Premiums	98,100.00	14,550.00	112,650.00	3,200.00	115,850.00
5020	CalPERS - Employee	.00	.00	.00	47,000.00	47,000.00
5021	Dues and Subscriptions	93,000.00	750.00	93,750.00	(12,100.00)	81,650.00
5027	Medicare	12,800.00	2,250.00	15,050.00	1,000.00	16,050.00
5028	Life Insurance	6,700.00	600.00	7,300.00	1,400.00	8,700.00
5033	Dental Premiums	6,600.00	1,200.00	7,800.00	2,100.00	9,900.00
5034	Vision Premiums	1,200.00	200.00	1,400.00	400.00	1,800.00
5038	Supplemental UNUM Insurance	4,300.00	600.00	4,900.00	7,100.00	12,000.00
5039	PARS - Employer	33,800.00	7,750.00	41,550.00	(30,700.00)	10,850.00
5610	Travel and Meetings	11,000.00	.00	11,000.00	(10,100.00)	900.00
5631	Workers Compensation	38,600.00	6,800.00	45,400.00	(31,900.00)	13,500.00
Department 503 - City Manager Totals		\$1,149,100.00	\$177,600.00	\$1,326,700.00	164,800.00	1,491,500.00

Department 504 - Engineering						
5001	Salaries	237,700.00	(118,850.00)	118,850.00	15,200.00	134,050.00
5001.02	Salaries - Part - Time	32,900.00	(16,450.00)	16,450.00	9,800.00	26,250.00
5021	Dues and Subscriptions	1,500.00	(750.00)	750.00	2,400.00	3,150.00
5028	Life Insurance	1,200.00	(600.00)	600.00	1,000.00	1,600.00
5039	PARS - Employer	15,500.00	(7,750.00)	7,750.00	4,200.00	11,950.00
5560	Equipment Rental	8,000.00	.00	8,000.00	(4,200.00)	3,800.00
5610	Travel and Meetings	3,000.00	.00	3,000.00	(1,900.00)	1,100.00
Department 504 - Engineering Totals		\$299,800.00	(\$144,400.00)	\$155,400.00	26,500.00	181,900.00

Department 505 - City Treasurer						
5020	CalPERS - Employee	.00	.00	.00	16,300.00	16,300.00
5036	Bank Fees	25,000.00	.00	25,000.00	(4,100.00)	20,900.00
5610	Travel and Meetings	1,000.00	.00	1,000.00	(1,000.00)	-
5631	Workers Compensation	13,800.00	.00	13,800.00	(12,400.00)	1,400.00
Department 505 - City Treasurer Totals		\$39,800.00	\$0.00	\$39,800.00	(1,200.00)	38,600.00

Department 506 - Finance						
5017	Medical Premiums	69,300.00	.00	69,300.00	37,600.00	106,900.00
5020	CalPERS - Employee	.00	.00	.00	7,300.00	7,300.00
5021	Dues and Subscriptions	500.00	.00	500.00	2,700.00	3,200.00
5027	Medicare	11,900.00	.00	11,900.00	(3,700.00)	8,200.00
5028	Life Insurance	7,800.00	.00	7,800.00	(1,700.00)	6,100.00
5031.01	Disability - Long Term	5,000.00	.00	5,000.00	(2,700.00)	2,300.00
5031.02	Disability - Short Term	3,400.00	.00	3,400.00	(1,800.00)	1,600.00
5039	PARS - Employer	47,000.00	.00	47,000.00	(8,600.00)	38,400.00

5560	Equipment Rental	13,000.00	.00	13,000.00	(3,400.00)	9,600.00
5570	Printing and Photographs	10,000.00	.00	10,000.00	(4,900.00)	5,100.00
5610	Travel and Meetings	2,000.00	.00	2,000.00	(1,600.00)	400.00
5631	Workers Compensation	34,700.00	.00	34,700.00	(29,200.00)	5,500.00
5665	Tuition Reimbursement	2,000.00	.00	2,000.00	(2,000.00)	-
Department 506 - Finance Totals		\$206,600.00	\$0.00	\$206,600.00	(12,000.00)	194,600.00
Department 507 - Central Services						
5012	General Insurance and Bonding	514,100.00	.00	514,100.00	(25,900.00)	488,200.00
5013	Telephone	10,000.00	.00	10,000.00	(8,600.00)	1,400.00
5062	Building Maintenance	157,000.00	.00	157,000.00	(33,300.00)	123,700.00
5710	Lease Obligation- PFA	1,288,000.00	.00	1,288,000.00	(329,600.00)	958,400.00
5730.03	Utilities - Electric	56,000.00	.00	56,000.00	10,400.00	66,400.00
5900	General Engineering	175,000.00	.00	175,000.00	(133,800.00)	41,200.00
Department 507 - Central Services Totals		\$2,200,100.00	\$0.00	\$2,200,100.00	(520,800.00)	1,679,300.00
Department 508 - Human Resources						
5001	Salaries	244,200.00	.00	244,200.00	31,000.00	275,200.00
5013	Telephone	.00	.00	.00	1,000.00	1,000.00
5016	Cal-PERS - Employer	21,800.00	.00	21,800.00	100,000.00	121,800.00
5017	Medical Premiums	40,300.00	.00	40,300.00	22,700.00	63,000.00
5017.03	Post Employment Benefit	360,000.00	.00	360,000.00	133,700.00	493,700.00
5020	CalPERS - Employee	8,000.00	.00	8,000.00	8,500.00	16,500.00
5021	Dues and Subscriptions	5,000.00	.00	5,000.00	(3,000.00)	2,000.00
5027	Medicare	2,000.00	.00	2,000.00	2,000.00	4,000.00
5028	Life Insurance	10,000.00	.00	10,000.00	3,400.00	13,400.00
5038	Supplemental UNUM Insurance	38,000.00	.00	38,000.00	13,600.00	51,600.00
5039	PARS - Employer	5,000.00	.00	5,000.00	3,400.00	8,400.00
5040	PARS - ARS	5,000.00	.00	5,000.00	(5,000.00)	-
5120.01	Professional Services	18,000.00	.00	18,000.00	(12,900.00)	5,100.00
Department 508 - Human Resources Totals		\$757,300.00	\$0.00	\$757,300.00	298,400.00	1,055,700.00
Department 520 - City Attorney/Legal						
5120.02	Legal Services	2,010,000.00	.00	2,010,000.00	1,100,000.00	3,110,000.00
Department 520 - City Attorney/Legal Totals		\$2,030,000.00	\$0.00	\$2,030,000.00	1,100,000.00	3,110,000.00
Department 521 - Planning						
5001	Salaries	.00	.00	.00	5,600.00	5,600.00
5017	Medical Premiums	102,800.00	.00	102,800.00	21,000.00	123,800.00
5021	Dues and Subscriptions	1,500.00	.00	1,500.00	12,900.00	14,400.00
5038	Supplemental UNUM Insurance	4,700.00	.00	4,700.00	4,400.00	9,100.00
5120.01	Professional Services	650,000.00	.00	650,000.00	(180,400.00)	469,600.00
5120.05	Professional Services - Reimbursable	150,000.00	.00	150,000.00	(130,600.00)	19,400.00

5631	Workers Compensation	2,200.00	.00	2,200.00	1,400.00	3,600.00
	Department 521 - Planning Totals	\$911,200.00	\$0.00	\$911,200.00	(265,700.00)	645,500.00
	Department 525 - Information Technology					
5013	Telephone	19,000.00	.00	19,000.00	7,000.00	26,000.00
5120.01	Professional Services	402,600.00	.00	402,600.00	(65,400.00)	337,200.00
5695	Computer Supplies	8,000.00	.00	8,000.00	(7,800.00)	200.00
5695.01	Computer Services	182,000.00	.00	182,000.00	(98,300.00)	83,700.00
5695.02	Computer Equipments	29,000.00	.00	29,000.00	(19,700.00)	9,300.00
5695.03	Computer- Licenses	30,000.00	.00	30,000.00	46,700.00	76,700.00
5695.04	Computer - Software	50,000.00	.00	50,000.00	(21,500.00)	28,500.00
	Department 525 - Information Technology	\$720,600.00	\$0.00	\$720,600.00	(159,000.00)	561,600.00
	Department 526 - Development Services					
5020	CalPERS - Employee	.00	.00	.00	8,800.00	8,800.00
5631	Workers Compensation	10,600.00	.00	10,600.00	(9,500.00)	1,100.00
5640	Advertising and Printing	22,000.00	.00	22,000.00	(22,000.00)	-
5665	Tuition Reimbursement	20,000.00	.00	20,000.00	(5,300.00)	14,700.00
	Department 526 - Development Services	\$52,600.00	\$0.00	\$52,600.00	(28,000.00)	24,600.00
	Department 601 - Public Safety					
5001.02	Salaries - Part - Time	114,500.00	.00	114,500.00	(10,500.00)	104,000.00
5020	CalPERS - Employee	.00	.00	.00	1,700.00	1,700.00
5025	Miscellaneous	3,000.00	.00	3,000.00	(1,000.00)	2,000.00
5040	PARS - ARS	.00	.00	.00	1,000.00	1,000.00
5041	1959 Survivors Benefit	.00	.00	.00	100.00	100.00
6005	Sherrif's Contract	11,215,000.00	.00	11,215,000.00	184,000.00	11,399,000.00
6040	Animal control	41,000.00	.00	41,000.00	(25,700.00)	15,300.00
6085	Parking Citation	81,000.00	.00	81,000.00	(5,100.00)	75,900.00
	Department 601 - Public Safety Totals	\$11,454,500.00	\$0.00	\$11,454,500.00	144,500.00	11,599,000.00
	Department 620 - El Encanto					
5068	Landscape Maintenance	140,000.00	30,000.00	170,000.00	(36,600.00)	133,400.00
5550	Repair and Maintenance Equipment	75,000.00	.00	75,000.00	(30,400.00)	44,600.00
6120	Security	185,000.00	.00	185,000.00	220,400.00	405,400.00
8510	Property Maintenance	40,000.00	.00	40,000.00	23,400.00	63,400.00
	Department 620 - El Encanto Totals	\$2,941,500.00	\$30,000.00	\$2,971,500.00	176,800.00	646,800.00
	Department 621 - Community Prom.& Economic Devlop					
5120.01	Professional Services	245,000.00	.00	245,000.00	(50,100.00)	194,900.00
5601	Community Promotion paid by City	350,000.00	.00	350,000.00	136,300.00	486,300.00

5640	Advertising and Printing	51,000.00	.00	51,000.00	13,200.00	64,200.00
	Department 621 - Community Prom.&	\$1,606,000.00	\$0.00	\$1,606,000.00	99,400.00	745,400.00
	Department 622 - Public Works					
5120.01	Professional Services	350,000.00	.00	350,000.00	(162,800.00)	187,200.00
5130	Planning, Survey and Design	115,000.00	.00	115,000.00	(100,000.00)	15,000.00
5900	General Engineering	3,100,000.00	.00	3,100,000.00	133,700.00	3,233,700.00
5905	Aerial Images and photomaper	15,000.00	.00	15,000.00	25,200.00	40,200.00
7030	Stormwater Compliance/NPDES	350,000.00	.00	350,000.00	117,100.00	467,100.00
7030.01	Sewer System Management - NPDES	30,000.00	.00	30,000.00	(20,000.00)	10,000.00
	Department 622 - Public Works Totals	\$3,960,000.00	\$0.00	\$3,960,000.00	(6,800.00)	3,953,200.00
	Department 623 - Streets and Roads					
5120.01	Professional Services	200,000.00	.00	200,000.00	(99,100.00)	(99,100.00)
5130	Planning, Survey and Design	5,000.00	.00	5,000.00	18,200.00	18,200.00
5640	Advertising and Printing	5,000.00	.00	5,000.00	(2,000.00)	(2,000.00)
5900	General Engineering	450,000.00	.00	450,000.00	(281,900.00)	(281,900.00)
7020	Storm Drains	100,000.00	.00	100,000.00	(46,700.00)	(46,700.00)
7060	Sewers	.00	.00	.00	100.00	100.00
7200	Street Repairs	300,000.00	.00	300,000.00	(81,400.00)	(81,400.00)
7230	Traffic Marking	100,000.00	.00	100,000.00	(48,900.00)	(48,900.00)
7240	Traffic Striping	50,000.00	.00	50,000.00	(11,700.00)	(11,700.00)
7270	Traffic Signal Maintenance	300,000.00	.00	300,000.00	(96,300.00)	(96,300.00)
7280	Highway Safety Lighting Maintenance	40,000.00	.00	40,000.00	(10,000.00)	(10,000.00)
	Department 623 - Streets and Roads Totals	\$1,550,000.00	\$0.00	\$1,550,000.00	(659,700.00)	(659,700.00)
	Department 624 - Other Contracted Services					
7030	Stormwater Compliance/NPDES	150,000.00	.00	150,000.00	(150,000.00)	-
7450	Power Sweeping - Street	300,000.00	.00	300,000.00	(80,300.00)	219,700.00
7520	Traffic Signal	450,000.00	.00	450,000.00	72,400.00	522,400.00
8510	Property Maintenance	.00	.00	.00	23,400.00	23,400.00
	Department 624 - Other Contracted Services	\$900,000.00	\$0.00	\$900,000.00	(134,500.00)	765,500.00
	Department 625 - Civic-Financial Center					
5068	Landscape Maintenance	810,000.00	95,000.00	905,000.00	(83,400.00)	821,600.00
5120.01	Professional Services	200,000.00	250,000.00	450,000.00	(293,700.00)	156,300.00
5120.02	Legal Services	15,000.00	.00	15,000.00	4,900.00	19,900.00
5130	Planning, Survey and Design	205,000.00	.00	205,000.00	(99,400.00)	105,600.00
5220	APPRAISAL FEES	16,000.00	.00	16,000.00	(5,800.00)	10,200.00
5562	Office Equipment & Furniture	30,000.00	.00	30,000.00	16,500.00	46,500.00
5565	Small Equipments & Supplies	.00	.00	.00	3,400.00	3,400.00
5620	Vehicle Expenses	80,000.00	.00	80,000.00	(19,000.00)	61,000.00
5792	Resource Planning	15,000.00	.00	15,000.00	(7,500.00)	7,500.00

5900	General Engineering	5,000.00	.00	5,000.00	(5,000.00)	-
6050	Hazardous Waste - Disposal	12,000.00	.00	12,000.00	20,300.00	32,300.00
6070.01	Refuse Disposal for the City Bus Stops	62,000.00	.00	62,000.00	(4,500.00)	57,500.00
6120	Security	636,000.00	.00	636,000.00	(235,700.00)	400,300.00
7020	Storm Drains	.00	.00	.00	29,900.00	29,900.00
8510	Property Maintenance	217,000.00	.00	217,000.00	(46,500.00)	170,500.00
	Department 625 - Civic-Financial Center	\$2,303,000.00	\$345,000.00	\$2,648,000.00	(725,500.00)	1,922,500.00
Department 626 - Workman Temple						
5013	Telephone	22,000.00	.00	22,000.00	3,500.00	25,500.00
5018	Office Supplies & Postage	15,000.00	.00	15,000.00	(12,000.00)	3,000.00
5021	Dues and Subscriptions	4,000.00	.00	4,000.00	(3,400.00)	600.00
5025	Miscellaneous	2,000.00	.00	2,000.00	(2,000.00)	-
5068	Landscape Maintenance	250,000.00	50,000.00	300,000.00	(29,200.00)	270,800.00
5120.01	Professional Services	95,000.00	.00	95,000.00	(50,800.00)	44,200.00
5550	Repair and Maintenance Equipment	.00	.00	.00	1,900.00	1,900.00
5640	Advertising and Printing	50,000.00	.00	50,000.00	(37,900.00)	12,100.00
5695.01	Computer Services	.00	.00	.00	2,800.00	2,800.00
5730.01	Utilities - Gas	2,000.00	.00	2,000.00	(1,300.00)	700.00
5730.03	Utilities - Electric	35,000.00	.00	35,000.00	(10,300.00)	24,700.00
5900	General Engineering	150,000.00	.00	150,000.00	(79,800.00)	70,200.00
6120	Security	90,000.00	.00	90,000.00	117,400.00	207,400.00
8510	Property Maintenance	96,000.00	.00	96,000.00	(43,700.00)	52,300.00
	Department 626 - Workman Temple	\$811,000.00	\$50,000.00	\$861,000.00	(144,800.00)	716,200.00
Department 627 - Industry Hills Maintenance						
5062.01	Fuel Station Expenses	35,000.00	.00	35,000.00	(14,600.00)	20,400.00
5550	Repair and Maintenance Equipment	10,000.00	.00	10,000.00	(5,000.00)	5,000.00
5900	General Engineering	25,000.00	.00	25,000.00	(8,200.00)	16,800.00
8510	Property Maintenance	60,000.00	.00	60,000.00	(30,100.00)	29,900.00
	Department 627 - Industry Hills Maintenance	\$130,000.00	\$0.00	\$130,000.00	(57,900.00)	72,100.00
Department 628 - Habitat & Open Space						
6120	Security	150,000.00	.00	150,000.00	40,200.00	190,200.00
	Department 628 - Habitat & Open Space	\$150,000.00	\$0.00	\$150,000.00	40,200.00	190,200.00
Department 629 - Street Lights						
5021	Dues and Subscriptions	3,000.00	.00	3,000.00	(3,000.00)	-
5025	Miscellaneous	2,000.00	.00	2,000.00	(2,000.00)	-
5120.01	Professional Services	150,000.00	.00	150,000.00	(50,000.00)	100,000.00
5730.03	Utilities - Electric	200,000.00	.00	200,000.00	(100,000.00)	100,000.00
5900	General Engineering	75,000.00	.00	75,000.00	(42,800.00)	32,200.00

6200	Contract Labor - Professional and	.00	350,000.00	350,000.00	(168,000.00)	182,000.00
	Department 629 - Street Lights Totals	<u>\$430,000.00</u>	<u>\$350,000.00</u>	<u>\$780,000.00</u>	<u>(365,800.00)</u>	<u>414,200.00</u>
	Fund 100 - General Fund Totals					
	REVENUE TOTALS	2,073,200.00	.00	2,073,200.00	2,148,100.00	4,221,300.00
	EXPENSE TOTALS	35,014,100.00	808,200.00	35,822,300.00	(1,044,100.00)	34,778,200.00
	Fund 107 - MEASURE W					
	Department 200 - Revenue					
4419	Mesauare W Taxes	.00	.00	.00	1,600,000.00	1,600,000.00
		<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>1,600,000.00</u>	<u>1,600,000.00</u>
	Department 300 - Expenditures					
5900	General Engineering	.00	.00	.00	1,020,000.00	1,020,000.00
		<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>1,020,000.00</u>	<u>1,020,000.00</u>
	Fund 160 - Industry Property & Housing Totals					
	REVENUE TOTALS	.00	.00	.00	1,600,000.00	1,600,000.00
	EXPENSE TOTALS	.00	.00	.00	1,020,000.00	1,020,000.00
		<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>580,000.00</u>	<u>580,000.00</u>
	Fund 160 - Industry Property & Housing					
	Department 200 - Revenue					
4340	Rental Income	161,000.00	.00	161,000.00	4,500.00	165,500.00
	Department 200 - Revenue Totals	<u>\$161,000.00</u>	<u>\$0.00</u>	<u>\$161,000.00</u>	<u>4,500.00</u>	<u>165,500.00</u>
	Department 300 - Expenditures					
5011	Board Salaries	38,000.00	.00	38,000.00	-	38,000.00
5025	Miscellaneous	.00	.00	.00	1,500.00	1,500.00
5068	Landscape Maintenance	137,000.00	.00	137,000.00	16,200.00	153,200.00
5120.01	Professional Services	5,000.00	.00	5,000.00	(3,000.00)	2,000.00
5120.02	Legal Services	40,000.00	.00	40,000.00	(15,000.00)	25,000.00
5900	General Engineering	85,000.00	.00	85,000.00	13,100.00	98,100.00
8510	Property Maintenance	150,000.00	.00	150,000.00	(32,000.00)	118,000.00
	Department 300 - Expenditures Totals	<u>\$455,000.00</u>	<u>\$0.00</u>	<u>\$455,000.00</u>	<u>(19,200.00)</u>	<u>435,800.00</u>
	Fund 160 - Industry Property & Housing Totals					
	REVENUE TOTALS	161,000.00	.00	161,000.00	4,500.00	165,500.00
	EXPENSE TOTALS	455,000.00	.00	455,000.00	(19,200.00)	435,800.00

Fund 161 - IPUC Electric

Department 300 - Expenditures						
5021	Dues and Subscriptions	13,000.00	.00	13,000.00	(4,000.00)	9,000.00
5120.01	Professional Services	460,000.00	.00	460,000.00	(50,600.00)	409,400.00
5120.02	Legal Services	50,000.00	.00	50,000.00	(12,400.00)	37,600.00
5130	Planning, Survey and Design	50,000.00	.00	50,000.00	(30,000.00)	20,000.00
5560	Equipment Rental	5,000.00	.00	5,000.00	(3,000.00)	2,000.00
5695.01	Computer Services	30,000.00	.00	30,000.00	(10,000.00)	20,000.00
5900	General Engineering	560,000.00	.00	560,000.00	(217,600.00)	342,400.00
6050	Hazardous Waste - Disposal	.00	.00	.00	11,900.00	11,900.00
6200	Contract Labor - Professional and	100,000.00	.00	100,000.00	8,300.00	108,300.00
6414	Electric Purchased Power	2,550,000.00	.00	2,550,000.00	(129,700.00)	2,420,300.00
6415	Energy Rebate	160,000.00	.00	160,000.00	(110,000.00)	50,000.00
8510	Property Maintenance	15,000.00	.00	15,000.00	(14,200.00)	800.00
9010	Furniture, Equipment & Fixtures	200,000.00	.00	200,000.00	(198,700.00)	1,300.00
Department 300 - Expenditures Totals		\$4,734,200.00	\$0.00	\$4,734,200.00	(760,000.00)	3,433,000.00

Fund 360 - CRIA

Department 800 - CRIA Administration City						
5068	Landscape Maintenance	295,000.00	.00	295,000.00	29,600.00	324,600.00
5120.01	Professional Services	113,000.00	125,000.00	238,000.00	(72,800.00)	165,200.00
5120.02	Legal Services	10,000.00	.00	10,000.00	(10,000.00)	-
5620	Vehicle Expenses	7,000.00	.00	7,000.00	(4,200.00)	2,800.00
5900	General Engineering	.00	.00	.00	51,400.00	51,400.00
6120	Security	200,000.00	.00	200,000.00	239,100.00	439,100.00
8510	Property Maintenance	87,000.00	.00	87,000.00	(42,800.00)	44,200.00
Department 800 - CRIA Administration City		\$712,000.00	\$125,000.00	\$837,000.00	190,300.00	1,027,300.00

Fund 360 - CRIA Totals

REVENUE TOTALS	-	-	-	-	-
EXPENSE TOTALS		125,000.00	837,000.00	190,300.00	1,027,300.00
Fund 360 - CRIA Totals	\$0.00	\$125,000.00	\$837,000.00	190,300.00	1,027,300.00

**CITY OF INDUSTRY
PROPOSED MID YEAR BUDGET
SCHEDULE OF TRANSFERS
FISCAL YEAR 2020-2021**

Exhibit E

		TRANSFERS IN	TRANSFERS OUT	MID YEAR BUDGET ADJUSTMENT
1)	CRIA - EXPO CENTER CRIA- CAPITAL PROJECTS	1,075,800.00	(1,075,800.00)	190,300.00
2)	CRIA- CAPITAL PROJECTS CITY GENERAL FUND	1,877,500.00	(1,877,500.00)	(190,300.00)
3)	CITY- IPHMA CITY GENERAL FUND	377,300.00	(377,300.00)	23,700.00 (23,700.00)
4)	CITY DEBT SERVICE CITY GENERAL FUND	29,546,000.00 4,559,996.00	(4,559,996.00) (29,546,000.00)	
5)	PUBLIC FACILITIES AUTHORITY CITY DEBT SERVICE CITY GENERAL FUND	39,474,000.00	(39,474,000.00)	
6)	SA PROJECT 2 SA - LAND	21,374,796.00	(21,374,796.00)	
7)	DEBT SERVICES PROJECT AREA # 1 DEBT SERVICES PROJECT AREA # 2 DEBT SERVICES PROJECT AREA # 3	54,645,683.00	(45,488,765.00) (9,156,918.00)	
		<u>152,931,075.00</u>	<u>(152,931,075.00)</u>	<u>-</u>

CITY OF INDUSTRY
MID-YEAR BUDGET UPDATE
CAPITAL IMPROVEMENT BUDGET
FISCAL YEAR 2020-2021

Exhibit F

DESCRIPTION	ADOPTED BUDGET FY 20-21	MID-YEAR BUDGET AMENDMENT FY 20-21	PROPOSED AMENDED BUDGET FY 20-21
Grade Separation	438,000.00	57,000.00	495,000.00
Street Widening, Reconstruction, Resurfacing and Slurry Seal	16,880,000.00	(983,545.00)	15,896,455.00
Bridge Widening, Seismic Retrofit, and Preventative Maintenance	1,240,000.00	(875,000.00)	365,000.00
Traffic Signal and Traffic Related Improvements	1,660,000.00	4,160,000.00	5,820,000.00
Strom Drain & Stormwater Improvements	1,035,000.00	350,000.00	1,385,000.00
IPUC - Water Utility	1,620,000.00	(290,000.00)	1,330,000.00
IPUC - Electric Utility	6,510,000.00	(1,367,000.00)	5,143,000.00
Expo Center at industry Hills	8,920,000.00	(168,000.00)	8,752,000.00
Industry Hills Golf & Convention Facilities	975,000.00	(120,000.00)	855,000.00
Open Spaces/Tonner Canyon ?Tres Hermanos	1,415,000.00	(680,000.00)	735,000.00
Civic Center Facilities	2,490,000.00	325,000.00	2,815,000.00
El Encanto	1,935,000.00	(1,225,000.00)	710,000.00
Facilities Improvements	715,000.00	952,000.00	1,667,000.00
CAPITAL IMPROVEMENTS FUND-TOTAL EXPENDITURES	45,833,000.00	135,455.00	45,968,455.00

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 11, 2021

SUBJECT: Consideration of Amendment No. 8 to the lease with CIT Bank, dba Onewest Bank, extending the term through April 30, 2022

Background:

On November 25, 1977, Edward P. Roski, Jr. ("Roski") and First Federal Savings and Loan Association of San Gabriel Valley ("First Federal") entered into a Lease Agreement ("Agreement") for the property at 220 South Hacienda Boulevard. Since that time, the City succeeded to the interest of Roski, and CIT Bank, N.A. ("CIT") succeeded to the interest of First Federal. CIT is doing business as Onewest Bank ("Onewest") at the location.

Discussion:

The current lease term is set to expire on April 30, 2021. In March 2020, Onewest provided staff with written notice of its desire to extend the lease. During negotiations, Onewest's parent company, CIT, announced its plan to merge with First Citizens Bank. Onewest is requesting to extend the term from April 30, 2021 to April 30, 2022, without exercising its second and last extension option. The one-year extension will allow time for the merger to close and finish lease amendment negotiations. The proposed Amendment No. 8 will extend the term to April 30, 2022, maintain the current rent rate, and update noticing information.

Fiscal Impact:

As proposed in Amendment No. 8, Onewest will continue to pay \$6,237.66 per month for rent through April 30, 2022.

Recommendation:

- 1.) Staff recommends that the City Council approve Amendment No. 8 to the Lease with CIT Bank extending the term to April 30, 2022.

Exhibit:

A. Amendment No. 8 to the Lease Agreement with Onwest Bank, dated March 11, 2021

TH/BH:yp

EXHIBIT A

Amendment No. 8 to the Lease Agreement with CIT Bank, dated March 11, 2021

[Attached]

EIGHTH AMENDMENT TO LEASE
[220 North Hacienda Boulevard]

This **EIGHTH AMENDMENT TO LEASE** (220 North Hacienda Boulevard) ("**Eighth Amendment**") is made as of February ____, 2021 (the "**Effective Date**"), by and between the **CITY OF INDUSTRY**, a municipal corporation ("**Lessor**"), and CIT BANK, N.A. dba **ONEWEST BANK** ("**Lessee**"), Lessor and Lessee are hereinafter collectively referred to as the "Parties" and individually as "Party".

RECITALS

- A.** WHEREAS, Edward P. Roski, Jr. and First Federal Savings and Loan Association of San Gabriel Valley ("**First Federal**") entered into that certain Lease dated as of November 25, 1977 (as amended, the "**Lease**"), attached hereto as Exhibit "A", and incorporated herein by reference, whereby First Federal leased real property located at 220 North Hacienda Boulevard, Industry, California 91744, described as the "**Premises**" in the Lease, and more fully described in Exhibit "B" attached hereto and incorporated herein by reference.
- B.** WHEREAS, on February 24, 2009, Edward P. Roski, Jr. and Stephen J. Stafford each assigned their respective undivided 50% interest in the Lease to the Industry Urban-Development Agency, a public body, corporate and politic (the "**IUDA**") pursuant to an Assignment and Assumption of Leases attached hereto as Exhibit "C" and incorporated herein by reference.
- C.** WHEREAS, on June 28, 2011, the Governor signed into law ABX1 26, subsequently amended by Assembly Bill 1484, which provided for the dissolution and winding down of redevelopment agencies throughout the State of California (as amended, the "**Dissolution Act**"). Pursuant to the Dissolution Act, the IUDA was dissolved by operation of law, and, upon dissolution, all assets, properties and contracts of the IUDA, including the Premises, were transferred to the Successor Agency to the Industry Urban-Development Agency (the "**Successor Agency**").
- D.** WHEREAS, on November 25, 2015, the Successor Agency and City entered into a Purchase and Sale Agreement (the "**Agreement**") for the Premises, attached hereto as Exhibit "D" and incorporated herein by reference, whereby the Successor Agency's interest in the Premises was transferred to City.
- E.** WHEREAS, on August 3, 2015, OneWest Bank, FSB merged with CIT Bank and the successor entity was renamed "CIT Bank, N.A."
- F.** WHEREAS, the Parties agree to modify the Lease to (i) confirm Lessee's desire to extend the lease by an additional one (1) year under Section 24.1 of the Lease, (ii) establish the rent to be paid by Lessee during the extended term, (iii) update Section 23.1 of the Lease pertaining to notices, and (iv) add Article XXXIV to the Lease to offer the Premises to Lessor in an "as is" condition.

NOW, THEREFORE, in consideration of the facts contained in the Recitals above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby amend the Lease as follows:

AMENDMENT

1. Terms. All undefined terms used herein shall have the same meanings as are given such terms in the Lease unless expressly provided otherwise in this Eighth Amendment.

2. Extended Lease Term. The Lease term is currently scheduled to expire on April 30, 2021. As of the Effective Date, the term of the Lease is extended to April 30, 2022 (the "**Eighth Amendment Expiration Date**"), and, unless sooner terminated or extended pursuant to the terms of the Lease, as amended by this Eighth Amendment, will expire on the Eighth Amendment Expiration Date. For the avoidance of doubt, the extension options available to Tenant under the Lease shall remain in full force and effect.

3. Base Rent. Commencing on the Effective Date through and including April 30, 2022, Lessee shall pay Lessor an amount equal to Six Thousand Two Hundred Thirty-Seven 66/100 Dollars (\$6,237.66) per month as base rent due under the Lease, as amended by this Eighth Amendment.

4. Lessee's Acceptance of the Premises. Lessee accepts the Premises in its presently existing, "as is" condition, and Lessor has made no representation or warranty with regard to the condition of the Premises or the suitability thereof for Lessee's business, and Lessor shall not be obligated to provide or pay for any improvement work or services related to the improvement of the Premises.

5. Notices to Lessee. Lessee's contact information in Section 16.10 of the Lease is hereby amended to read as follows:

Prior to April 2021	From and after April 2021
CIT Bank, N.A. Corporate Real Estate One CIT Drive Livingston, NJ 07039 Attn: Daniel Fishbein phone: 973.422.3169 fax: 973.740.5206 dan.fishbein@cit.com	CIT Bank, N.A. Corporate Real Estate 340 Mount Kemble Avenue Morris Township, New Jersey 07960 Attn: Daniel Fishbein phone: 973.422.3169 fax: 973.740.5206 dan.fishbein@cit.com
with a copy to: CIT Bank, N.A. 11 W. 42nd Street New York, NY 10036 Attn: David S. Braffman Phone: (212) 771-9587 Fax: (212) 461-5402 david.braffman@cit.com	with a copy to: CIT Bank, N.A. 11 W. 42nd Street New York, NY 10036 Attn: David S. Braffman Phone: (212) 771-9587 Fax: (212) 461-5402 david.braffman@cit.com

and a copy to:

CIT Bank, N.A.
Corporate Real Estate – Lease Administration
75 North Fair Oaks Avenue
Pasadena, California 91103-9675
Attention: Jenn Matticks
Jenn.Matticks@cit.com

CIT Contact for Invoices and Billing Related Matters

Prior to April 2021	From and after April 2021
CIT Bank, N.A. Corporate Real Estate One CIT Drive Livingston, NJ 07039 Attn: Lynette Gonzalez phone: 973.740.5056 Lynette.Gonzalez@cit.com	CIT Bank, N.A. Corporate Real Estate 340 Mount Kemble Avenue Morris Township, New Jersey 07960 Attn: Lynette Gonzalez phone: 973.740.5056 Lynette.Gonzalez@cit.com

6. **Conflict.** In the event of a conflict between the terms of the Lease and the terms of this Eighth Amendment, the terms of this Eighth Amendment shall be controlling. Any other terms, covenants and conditions of the Lease remain in full force and effect. In addition, except as otherwise stated in this Eighth Amendment, all initially capitalized terms will have the same respective defined meaning stated in the Lease.

7. **Counterparts.** This Eighth Amendment may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

8. **Terms and Conditions.** All other terms and conditions of the Lease shall remain in full force and affect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Eighth Amendment to Lease to be executed by each party's duly authorized representative effective as of the date first above written.

LESSOR:

CITY OF INDUSTRY,
a municipal corporation

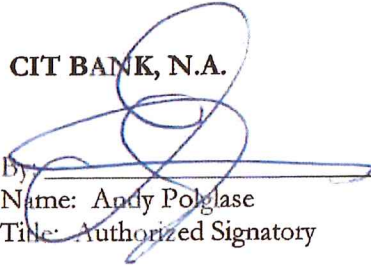
Cory C. Moss, Mayor

ATTEST:

Julie Gutierrez-Robles, City Clerk

LESSEE:

CIT BANK, N.A.



By: _____
Name: Andy Polglase
Title: Authorized Signatory

CITY COUNCIL

ITEM NO. 6.3



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*
Sam Pedroza, Public Affairs Manager

DATE: March 11, 2021

SUBJECT: Consideration of Memorandum of Agreement with Arcadia Publishing for the publication of a book, Amendment No. 1 to the Professional Services Agreement with Jeff Parriott Photographic Services for book preparation services for \$20,000, and authorization of Gabriel Foundation to receive book royalties

Background:

The City of Industry has a rich history within the San Gabriel Valley area. Although historical photographs and artifacts have been safely stored, there are few written recordations of the City's history. Staff is requesting City Council to consider memorializing the City's 60 year history in a retrospective book.

Discussion:

Arcadia Publishing ("Arcadia") is located in Mount Pleasant, South Carolina. It is the largest publisher of regional history books in North America, with an extensive publishing program spanning more than 6,000 titles. Staff is recommending the City Council approve a Memorandum of Agreement ("MOA") with Arcadia to print the City of Industry book, tentatively titled *Images of America: City of Industry*, as part of Arcadia's book series "Images of America" celebrating the history of neighborhoods, towns and cities across the country.

If approved, the 128-page book will be 9.25" x 6.5" in size, contain between 150 to 220 images, with an estimated publication date of March 2022. Ideally, the book will be completed to coincide with the annual Rodeo event, typically held in October.

Through the proposed MOA, the City will receive royalties generated from book sales in the amount of \$1 per book sold. Staff is requesting City Council adopt Resolution No. CC 2021-06, authorizing royalties to be given to the Gabriel Foundation. If approved, Gabriel Foundation will receive all of the City's royalties earned from the book, but neither the City nor Arcadia will guarantee the amount of royalties earned. The City has the authority to

change the royalty recipient at any time in the future.

On September 10, 2020, the City Council approved a Professional License Agreement (“Agreement”) with Jeff Parriott Photographic Services (“Parriott”), for professional historic photographic scanning and related services. Staff is recommending the City Council approve Amendment No. 1 to the Agreement to add book services and increase the compensation by \$20,000, for a not to exceed amount of \$270,000. If approved, Parriott will be responsible for providing the publisher with photographs, text, layout, review, and meeting deadlines for content and corrections.

Fiscal Impact:

The City is responsible for providing the book’s content, and Arcadia is responsible for the printing costs. Staff is recommending purchasing 500 books for a cost of \$5,497.50 for the purpose of giving out and selling at the Homestead Museum. Appropriate \$5,497.50 to General Fund-Workman Temple Homestead-Advertising and Printing (account code 100-626-5640).

Recommendations:

Staff recommends that the City Council

1. adopt Resolution No. CC 2021-06, authorizing royalties to be given to the Gabriel Foundation;
2. approve the Memorandum of Agreement with Arcadia Publishing;
3. approve Amendment No. 1 to the Professional Service Agreement with Jeff Parriott Photographic Services; and
4. appropriate \$5,497.50 to General Fund-Workman Temple Homestead-Advertising and Printing (account code 100-626-5640) for the purchase of 500 books at \$5,497.50

Exhibit:

- A. Resolution No. CC 2021-06
- B. Memorandum of Agreement with Arcadia Publishing
- C. Amendment No. 1 to the Professional Service Agreement with Jeff Parriott Photographic Services, dated March 11, 2021

TH/BH:yp

EXHIBIT A

Resolution No. CC 2021-06

[Attached]

RESOLUTION NO. CC 2021-06

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
INDUSTRY, CALIFORNIA APPROVING THE DONATION OF
ROYALTIES FROM THE SALES OF THE CITY'S BOOK TO THE
GABRIEL FOUNDATION, TO SUPPORT COMMUNITY
PROGRAMS AND EVENTS**

RECITALS

WHEREAS, Arcadia Publishing ("Arcadia") is the largest publisher of regional history books in North American, with an extensive publishing program spanning more than 6,000 titles; and

WHEREAS, Arcadia is printing a book that will celebrate the history of the City through images and stories. The City will receive royalties generated from book sales in an estimated amount of \$1.00 per book sold; and

WHEREAS, the City desires to donate all book royalties to The Gabriel Foundation ("Foundation") to assist in the operation of its programs, promotion, and conducting events; and

WHEREAS, the City's donation serves a public purpose in that the Foundation is able to provide grant funds to various organizations throughout the San Gabriel Valley that work to assist children in need, including, but not limited to, the Industry Sheriff's Youth Athletic League, Delhaven Community Center, the East Valley Boys & Girls Club, and countless other organizations. The City's donation will allow the Foundation to provide grant funding to assist non-profit organizations in the community and surrounding areas; and

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

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

SECTION 1: The City Council finds that all of the facts set forth in the Recitals are true and correct, and are incorporated herein by reference.

SECTION 2: The City's donation serves a public purpose in that the Foundation is a California non-profit organization and is able to provide grant funds to various organizations throughout the San Gabriel Valley that work to assist children in need, including, but not limited to, the Industry Sheriff's Youth Athletic League, Delhaven Community Center, the East Valley Boys & Girls Club, and countless other organizations. The City's donation will allow the Foundation to provide grant funding to assist non-profit organizations in the community and surrounding areas.

SECTION 3: The City Council approves that all royalties generated through books sales be donated to the Foundation, and that the funds go directly from Arcadia to the Foundation.

SECTION 4: The City Manager is hereby authorized and directed to take such other and further action consistent with this Resolution, in order to implement this Resolution on behalf of the City.

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

SECTION 6: That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on March 11, 2021, by the following vote:

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

Cory C. Moss, Mayor

ATTEST:

Julie Gutierrez-Robles, City Clerk

EXHIBIT B

Memorandum of Agreement with Arcadia Publishing

[Attached]

A R C A D I A
P U B L I S H I N G

— AND —

The History Press

MEMORANDUM OF AGREEMENT

This Agreement is made this 1 day of March 2021 between the City of Industry with an address of 15625 East Stafford Street, City of Industry, CA 91744 (hereinafter called "the Author," which expression shall, where the context admits, include the Author's executors, administrators and assigns, or successors in business as the case may be) and Arcadia Publishing, Inc., (trading as the imprints of Arcadia Publishing and The History Press), with principal offices at 420 Wando Park Boulevard, Mt. Pleasant, South Carolina 29464 (hereinafter called "the Publisher," which expression shall, where the context admits, include the Publisher's executors, administrators and assigns, or successors in business as the case may be).

Now therefor in consideration of the mutual covenants contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows concerning a work original to the Author and provisionally entitled: Images of America: *City of Industry* (hereinafter called "the Work").

The Author hereby represents and warrants to the Publisher that the Author has full power to enter into this Agreement, and that the Author's Federal Tax Identification number or Social Security number (as applicable) is [REDACTED]. (The Publisher is required by law to provide the IRS with information relative to royalties paid to the Author, and therefor requires the Author's and/or Agent's Federal Tax Identification number or Social Security number.)

1. **License** In consideration of the payments described in Exhibit A attached hereto and entitled "Royalty and Rights Exhibit," which is hereby incorporated in this Agreement by reference (or, in the case of a royalty and commission free work, in consideration of the service of publication), the Author hereby grants to the Publisher the sole and exclusive right and license to print, reproduce, publish, sell, lease, display, transmit and to further license the Work, ~~and revisions or derivative works, in all forms, including but not limited to, digital or electronic media and any other media not yet known or recognized,~~ in all languages within the United States and in all other countries throughout the world for the full legal term of copyright in the United States and each other applicable jurisdiction, along with the ancillary rights specified in Exhibits A and B. During the term of this Agreement, the Author agrees not to prepare any work, or publish or authorize the publication of any work which may be an expansion or an abridgement of or of a nature similar to the Work, or that is likely to affect prejudicially the sales of the Work or to otherwise adversely affect the value of the rights granted to the Publisher hereunder. The Publisher identifies a competing work as a 128-page photographic history featuring approximately 200 images and retailing for \$21.99.

2. **Acceptability of the Work** The Publisher's obligations under this Agreement, including without limitation its obligation to publish the Work and pay royalties, are subject to the Author's delivery of the Work in form and substance satisfactory to the Publisher in its sole reasonable discretion.

If the Work is delivered in a condition unacceptable to the Publisher, the Publisher will provide the Author with a written request outlining the requirements of an acceptable work and give the Author thirty (30) days to respond. If, after receiving such written notice, the Author fails to produce a satisfactory and acceptable final, revised Work, or if the revised Work produced by the Author after receipt of such written notice is nevertheless unacceptable by the Publisher, the Publisher may at its option terminate this Agreement.

3. **The Author's Duties in Creation of the Work** The Work shall be completed in strict accordance with Exhibit C entitled "Specification Exhibit," which is hereby incorporated in this Agreement by reference, and, subject to only those delays resulting from the Publisher's exercise of its rights described in Section 2 above, in strict accordance with Exhibit D entitled "Production Schedule Exhibit," which is hereby incorporated into this Agreement by reference.

The Author shall supply or bear the cost of supplying the Publisher with an index, tables, graphs, bibliography, acknowledgments entry, and other similar material for the Work, if in the opinion of the Publisher such material is desirable.

The Author shall undertake to read, check, and correct proofs of the Work and to return them to the Publisher within fourteen (14) days of their receipt, failing which the Publisher may consider the proofs as passed for press. No revisions shall be made by Publisher after approval by the Author. The cost of all alterations and corrections made by the Author in the finished artwork and in proofs (other than the correction of artists', copy editors', and printers' errors) above five percent (5%) of the original cost of composition shall be borne by the Author. Should any charge arise under this clause the amount may be deducted from any sum which may become due under this Agreement. If because of the form of this Agreement there are no sums to become due, the Author shall remit the sum due within sixty (60) days of receiving an invoice

summarizing the costs.

4. The Publisher's Duties in Publication of the Work The Publisher shall publish the Work at its expense. The Publisher shall use all reasonable efforts to publish the Work (unless prevented by circumstances outside its control) within twelve (12) months of delivery of the complete Work ready for printing in form and substance acceptable to the Publisher.

While proper care will be taken of the Work, the Publisher shall not be responsible for any loss or damage to it while it is in the Publisher's possession or control, or in the course of production or in the course of shipment.

Non-digital photographs and illustrations supplied by the Author shall be returned to the Author. However, while reasonable care will be taken of the Work and the photographs and illustrations supplied by the Author, the Publisher shall not be responsible for any loss or damage to the illustrations while they are in the Publisher's possession or control, or in the course of production or in the course of shipment.

The Author agrees that the Publisher shall not be liable for any loss resulting to the Author from a destruction or other loss of any material delivered to the Publisher.

The Publisher undertakes that the name of the Author shall appear in its customary form with due prominence on the title-page, dust-jacket, or cover of every copy of the Work published by the Publisher and shall be in the name of the Author as supplied by the Author with the first year of publication or in such other form as may be required by law from time to time.

The Publisher undertakes that the copyright notice to be printed upon every copy of the Work on the title verso page shall be in the name of the Author as supplied by the Author with the year of first publication or in such other form as may be required by the law from time to time.

5. Control of Publication and Sales The paper, printing, binding, jackets or covers and embellishments, and jacket or cover design; the promotion; the manner and extent of advertisement; the number and distribution of free copies for the Press or otherwise; the reprinting, pricing, and terms of sale of the first and any subsequent edition of the Work issued by the Publisher shall be at the sole discretion of the Publisher, who shall in all respects, except as expressly herein provided, have the entire control of the publication of the Work and ancillary rights.

6. Permission for Use of Incorporated Material The Author acknowledges that certain material to be incorporated into the Work will be subject to the copyright of others. The Author shall obtain all appropriate assignments or licenses from the copyright owner(s) of the photographs, pictures, diagrams, drawings, maps, and other material to be used in the Work, granting all rights necessary or desirable in connection with creation, publication, and exploitation of the Work, and any revisions, derivative works and portions thereof, and all rights licensed or granted hereunder. The Author agrees to pay all fees for the use of such material. If the Author fails to pay any necessary copyright fees, the Publisher may, at its option, pay said fees, in which case the Author shall promptly reimburse the Publisher, therefore. The Author shall provide evidence of written permission to use any copyrighted material not original to the Author promptly upon the Publisher's request.

7. Representations; Covenants; Indemnification The Author represents, warrants, covenants, and agrees as follows:

A. Except with respect to copyrighted material described in Section 6 hereof which the Author shall have obtained proper rights to use and to license to Publisher, the Author is and shall be the sole owner of the Work and all rights herein licensed to the Publisher; the Work is and will be original to the Author and has not previously been published in any form.

B. The Work shall in no way whatsoever violate or infringe any existing copyright or license or other proprietary right.

C. The Work shall contain nothing obscene, libelous, or defamatory, or otherwise contrary to law and all statements contained therein purporting to be facts shall be true.

The Author shall indemnify and hold harmless the Publisher, its officers, directors, employees, and agents from and against all actions, suits, proceedings, claims, demands, damages, losses, and expenses (including any attorneys' fees incurred and any amounts paid by the Publisher on the advice of its attorneys to compromise or settle any claim) caused by, resulting from, arising out of, or occurring in connection with any misrepresentation by the Author of, or breach by the Author of this Agreement or any of its provisions. ~~The Publisher reserves the right to alter the Work in such a way as may appear to the Publisher appropriate for the purpose of removing any material which in the Publisher's opinion may be considered objectionable or likely to be actionable at law, but any such alteration or removal shall be without prejudice to and shall not affect the Author's indemnification obligations hereunder.~~ The representations, warranties, covenants, and indemnities contained in this Section 7 shall survive expiration or termination of this Agreement.

8. Royalties: Accounting The Publisher shall pay the royalties described in Exhibit A hereto with respect to the Work. The Publisher shall render semi-annual accounts of the sales of the Work and ancillary rights to the Author for the six (6) month periods ending the 31st of December and the 30th of June of each year following publication of the Work. The accounts of sales of the Work together with any sums that may become due shall be delivered to the Author and settled within three (3) months of the end of the immediately preceding accounting period, provided however that no account need be submitted, unless specifically demanded, nor payment made, in respect of any period in which the sum due is less than seventy-five dollars (\$75.00), in which case the amount will be carried forward to the next accounting date. Should the Author be thirty (30) days or more in arrears of payment for books purchased from the Publisher, the Publisher may, at its discretion, deduct said payments from royalties due to the Author. Royalties shall be settled by way of Automated Clearing House (ACH) payments. The Author is responsible for providing the Publisher with the correct account details on the attached ACH authorization form. Furthermore, the Author is responsible for ensuring the Publisher is informed of any changes to account details.

The Author or the Author's authorized representative shall have the right upon written request to examine the records of account of the Publisher in so far as they relate to the sales and receipts in respect of the Work, which examination shall be at the cost of the Author unless errors in excess of five percent (5%) undercalculation of total royalties shall be found, in which case the cost shall be paid by the Publisher. Any such examination of the account of sales in respect of the Work shall be made under the supervision of the Chief Financial Officer or other designee of the Publisher. Unless the Publisher shall be responsible for the costs of the record examination as provided above, the Author shall promptly pay to the Publisher the expenses related to such supervision, which shall be deemed to be forty-five dollars (\$45.00) for every hour or part of an hour spent by the Publisher's designee in supervision of such an examination.

As a provision against sales of the Work during the first accounting period which may be returned to the Publisher for full credit during subsequent accounting periods, the Publisher shall be entitled to make a reserve against royalties for the first six month accounting period of the Work of a sum not exceeding thirty-five percent (35%) of the royalties deemed to be payable. Any such retention of royalties will be paid with interest at the prevailing bank rate for saving accounts at the Bank of America at the payment date of the second accounting period.

If the Author and Publisher have additional contracts for other works, royalties owed on this Work may be retained by Publisher to offset a balance due by the Author on those other contracts.

9. Complimentary Copies of the Work; Purchases of the Work by the Author The Publisher shall send to the Author on publication five (5) complimentary copies of the Work. The Author shall have the right to purchase further copies according to our current trade terms. Under the terms described in Exhibit A, with respect to the Work, the Publisher shall make to the Author payments in respect of all copies of the Work sold, with the general proviso that no royalties shall be paid on: a) copies sold to any party at cost or less; b) copies presented to the Author; c) copies presented in the interests of the sale of the Work or publicity for the Work; d) copies lost through theft, or damaged or destroyed by fire, water, earthquake, or otherwise; e) copies lost in the course of shipment; f) copies returned by retailers damaged or otherwise unsaleable; g) copies sold and later returned to the Publisher.

Copies of the Work shall not be resold by the Author to retail bookstores, pharmacies, grocery stores, gift stores, wholesale book distributors, book clubs, or libraries (unless specifically agreed otherwise by the Publisher in writing).

10. Remainder Sales If, at any time after a period of one year from the date of first publication, the Work shall in the opinion of the Publisher have ceased to have a remunerative sale, the Publisher shall be at liberty to dispose of any copies remaining on hand as a remainder or overstock. The Author shall be given a right of first refusal on any such disposal at the same price offered by the remainder or overstock dealer. The Author shall have a period of fourteen (14) days after receipt of notification from the Publisher to accept the offer and advise the Publisher in writing of the number of copies the Author will purchase, failing which the Publisher shall be entitled to dispose of all remaining copies of the Work.

11. Appointment of Agent The Author may authorize and empower an Agent to collect and receive all sums of money payable to the Author under the terms of this Agreement by notification to the Publisher in writing. The Author declares that the Agent's receipt to the Publisher or the Agent's acceptance of any sums of money paid by the Publisher shall be a good and valid discharge to all persons paying such monies to the Agent. The Agent shall be empowered to act in all matters arising out of this Agreement until cancellation of such authorization is received by the Publisher in writing.

12. Registration and Trademarking The Publisher may, at its option, register the copyright for the Work in the name of the Author with the United States Copyright Office as well as in countries other than the United States, whether or not such countries are parties to the Universal Copyright Convention. The Author agrees to supply free of charge to the Publisher any authorizations or other documents necessary to carry out these provisions, including all assignments or transfers of copyright for material heretofore copyrighted elsewhere.

The Author acknowledges that the Publisher owns all right, title and interest in the title of the Work (the "Trademarks"). The Author may not use the Trademarks without authorization from the Publisher and shall not object to, attack or contest, or otherwise interfere with the use or registration by the Publisher of the Trademarks and any variations thereof.

13. Copyright Infringement If the Publisher believes that the copyright or any other right in the Work granted to the Publisher by this Agreement is being or may be infringed, it may, at its own cost and expense, take such legal action in the Author's name, if necessary, as may be required to restrain such infringement or to seek damages therefore. The Publisher, however, shall not be liable to the Author for its failure to take such legal steps. If the Publisher does not bring such action within thirty (30) days after receipt of a written request from the Author to do so, the Author may do so in the name of the Author and at his own cost and expense. Any money damages recovered by either shall be applied first toward the repayment of the Author's and the Publisher's expenses of bringing and maintaining this action, and the balance shall be divided equally between the Author and the Publisher.

~~**14. Updating the Work** The Author shall from time to time at the request of the Publisher provide information or materials that the Publisher considers necessary to keep the Work up to date and accurate. Should the Author be unable or fail to keep the Work up to date, the Publisher may employ some other party of the Publisher's choosing to do so and may deduct the expenses thereof from any sums payable to the Author under the terms of this Agreement, and the Author shall be deemed to have waived any and all rights that the Author may otherwise have against the Publisher, any sublicensees and their directors, officers, employees, and agents arising out of or relating to any such updates or modifications.~~

15. Discontinuance of Publication The Work shall be considered in print if it is on sale under the Publisher's own imprint, or under the imprint of another publisher, or is under contract for publication. If, at any time after four (4) years from the date of publication the Publisher allows the Work to go out of print or off the market in all editions issued or authorized by the Publisher, and further if within twelve (12) months of having received a written request from the Author to do so the Publishers have not reprinted and placed on the market a new edition or authorized the same, then all licenses granted under this Agreement shall forthwith and without further notice revert to the Author. ~~subject, however, to all rights of the Publisher in respect of any contracts or negotiations entered into by it with any third party prior to the date of such reversion and without prejudice to any rights that have accrued under this Agreement prior to the date of reversion.~~

16. Default under the Terms of Agreement This Agreement may be terminated by the Publisher in the event of a material default by the Author under the terms of this Agreement, which default has not been cured within sixty (60) days of receipt of notice thereof by the Publisher.

In the event of material default by the Publisher under the terms of this Agreement, which default has not been cured within sixty (60) days of receipt of notice thereof by the Author, along with a notice of the Author's intent to terminate therefor, all licenses granted under this Agreement shall revert to the Author forthwith and without further notice, and neither party shall have any further rights and liabilities under this Agreement. ~~subject however to all rights of the Publisher and third parties under or with respect to any contracts or negotiations properly entered into by the Publisher with any third party prior to the date of such termination, and except that such termination shall be without prejudice to any rights that have accrued under this Agreement prior to the date of termination.~~

17. Choice of Laws, Jurisdiction, and Arbitration ~~This Agreement is deemed to have been entered into within the State of South Carolina and will be construed and interpreted in accordance with the laws of the State of South Carolina. In the event of any controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, the parties will attempt in good faith to resolve such controversy or claim. If the matter has not been resolved within thirty (30) days of the commencement of such discussions (which period may be extended by mutual agreement), then the parties hereby agree to immediately submit the controversy to binding arbitration. The arbitration shall be conducted by a single arbitrator in accordance the Commercial Arbitration Rules of the American Arbitration Association. If the controversy exceeds fifty thousand dollars (\$50,000), the arbitration shall be conducted by three (3) arbitrators. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The prevailing party in arbitration and/or any appeal of the arbitration award shall be entitled to their reasonable legal fees and costs. The place of arbitration shall be Charleston, South Carolina. In the event of any legal proceedings outside of Arbitration, the parties hereby submit to the jurisdiction of the State or Federal Courts for Charleston, South Carolina. The Publisher and Author 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 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.~~

18. Further Assurances The Author agrees to execute any and all documents reasonably requested by the Publisher from time to time to effect and evidence the agreements contained herein.

19. Entire Agreement; Amendment This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements and understandings, both oral and written. This Agreement may be amended only in writing executed by the parties hereto.

20. Successors and Assigns This Agreement shall inure to the benefit of and be binding on the heirs, personal representatives, successors, and assigns of the parties hereto. However, the Author's services hereunder are personal to the Publisher and the Author may not assign its rights and obligations under this Agreement without the express written consent of the Publisher.

21. Time Time shall be of the essence hereunder.

22. Reservation of Rights by the Author If the Author intends to specifically exclude certain rights from this Agreement, such rights shall be clearly enumerated. Where the Author does not intend to grant the right to new uses of the Work, the Agreement shall include language to that effect. The absence of such reservation of rights on the part of the Author shall be construed as a grant of rights to the Publisher

Signed on behalf of the Author

Signed on behalf of the Publisher

____ day of _____, 20____

____ day of _____, 20____

EXHIBIT A
ROYALTY AND RIGHTS EXHIBIT

to the Memorandum of Agreement for the Work entitled:
Images of America: City of Industry

The Publisher shall make the following payments to the Author or Author's written designee in respect of all copies sold:

1. SALES OF THE WORK

On all copies of the Work sold, whether within or outside the United States, a royalty of eight percent (8%) of the actual net amounts received therefore by the Publisher.

2. ANCILLARY RIGHTS

For sales or license revenue made from the Work or any similar sale resulting from the Work and covered by the Agreement relating to ancillary rights described on Exhibit B hereto, the Author shall be paid a royalty of fifty percent (50%) of the actual net amounts received by the Publisher.

3. DATABASE AND COMPANION RIGHTS

~~(A) For sales or license revenue made from the Work or any similar sale resulting from the Work and covered by the Agreement relating to the Electronic Storage, Retrieval, and Digital Media and Companion Products, Merchandise and Commercial Rights described in subsections (B) and (C) below, the Author shall be paid a royalty of eight percent (8%) of the actual net amounts received therefore by the Publisher. The following rights are granted to the Publisher, all as if further set forth in Section 1 of the Agreement:~~

~~(B) Electronic Storage, Retrieval, and Digital Media Rights (i.e. the right to use, produce or reproduce, distribute, perform, display, transmit or broadcast the Work or any portion thereof in which the Author has secured rights or to license such uses of the Work or any portion thereof in which the Author has secured rights by any and all methods of copying, recording, storage, retrieval, broadcast or transmission of the Work or any portion thereof, alone or in combination with other works, including in any multimedia work or electronic book, Web site or database, by any electronic, electromagnetic or other means now known or hereafter devised including, without limitation, by analog or digital signal, whether in sequential or non-sequential order, on any and all physical media now known or hereafter devised including without limitation, magnetic tape, floppy disks, interactive CD, CD-ROM, laser disk, optical disk, integrated circuit card or chip and any other human or machine readable medium, whether or not permanently affixed in such media, and the broadcast or transmission thereof by any means now known or hereafter devised, but excluding audio recording rights, video recording rights and all uses encompassed in motion picture, television, radio and allied rights).~~

~~(C) Companion Products, Merchandise and Commercial Rights (i.e., the right to produce postcards, calendars, notebooks and other printed materials based upon or containing images from the Work or portions of the Work in which such companion, merchandise or commercial rights have been secured by the Author to use such images or portions of the Work).~~

4. ROYALTIES PAYABLE

Notwithstanding anything contained herein to the contrary, the Publisher shall pay royalties only from the actual net amounts received by the Publisher with respect to sales of the Work or ancillary rights, less a reasonable reserve for returns and less actual returns.

Further, notwithstanding anything contained herein to the contrary, no royalties shall be payable with respect to: a) copies of the Work or any portion thereof sold to any party at cost or less; b) copies of the Work or any portion thereof presented to the Author; c) copies of the Work or any portion thereof distributed to or presented to a third party in the interest of the sale or marketing of the Work; d) copies of the Work or any portion thereof distributed to or presented in the interest of publicity for the Work; e) copies of the work electronically displayed, transmitted, broadcast or distributed for the purpose of promoting sales of the Work; f) copies of the Work or any portion thereof lost through theft, or damaged or destroyed by fire, water, earthquake, or otherwise; g) copies of the Work or any portion thereof lost in the course of shipment; h) copies of the Work or any portion thereof returned by retailers damaged or otherwise unsaleable; i) copies of the Work or any portion thereof sold and later returned to the Publisher.

Signed on behalf of the Author

Signed on behalf of the Publisher

_____ day of _____, 20____.

_____ day of _____, 20____.

EXHIBIT B
ANCILLARY RIGHTS EXHIBIT

to the Memorandum of Agreement for the Work entitled:
Images of America: City of Industry

The following ancillary rights are granted to the Publisher, all as if further set forth in Section 1 of the Agreement:

A. Quotation Rights

B. Anthology Rights

C. Digest Rights (i.e. the right to publish an abridgement of the Work in a single issue of a journal, periodical or newspaper).

D. Digest Book Condensation Rights (i.e. the right to publish a shortened form of the Work in volume form).

E. Mechanical Reproduction Rights (i.e. the right to produce or reproduce the Work or any portion thereof or to license the reproduction of the Work or any portion thereof by film micrography, reprographic reproduction, gramophone records or tapes, cassettes and compact disks, film strip, video cassettes, or by any other means or methods now or hereafter known or invented, except insofar as reproduction is for use as part of or in conjunction with a commercial cinematographic film).

F. One Shot Periodical Rights (i.e. the right to publish the complete Work or any extract from it in a single issue of a journal, periodical or newspaper)

G. Strip Cartoon Book Rights/Picturization Book Rights

H. Translation Rights

I. Sound Broadcasting Rights (i.e. readings from the text of the Work).

J. Television Rights (readings from the text or showing of illustrations or photographs from the Work).

K. Dramatization and Documentary Rights on stage, film, radio, television or any other medium

L. First Serial Rights (i.e. the right to publish one or more extracts from the Work in successive issues of a periodical or newspaper beginning before publication of the Work in volume form).

M. Second and Subsequent Serial Rights (i.e. the right to publish one or more extracts from the Work in successive issues of a periodical or newspaper following publication of the Work in volume form).

N. Merchandise and Commercial Rights. (i.e., the right to create and sell products based upon, containing or using the text, illustrations or photographs from the Work, other than those rights granted as Digital Database and Companion Rights in Exhibit A(3))

Signed on behalf of the Author

Signed on behalf of the Publisher

_____ day of _____, 20____.

_____ day of _____, 20____.

EXHIBIT C
SPECIFICATION EXHIBIT

to the Memorandum of Agreement for the Work entitled:
Images of America: City of Industry

The specifications for this Work are as follows:

Trim size: 9.25" x 6.5"

Page extent: 128

Printed cover: Four color, laminated, including a sepia representation of a photograph supplied by the author

The Work shall contain no fewer than 150 images nor more 220 images, and shall be made up of photographs and postcards plus incidental illustrative items if required, including maps, diagrams, drawings, pictures, and other material to be used in the Work. Should the total image count not fall within that range, the Publisher reserves the right to request additional images or reduce the number of images. The Author will, therefor, have fourteen (14) days to revise and resubmit the images in a form acceptable to the Publisher.

The Work shall contain no fewer than 8,000 words nor more than 18,000 words. Should the total word count of the manuscript not fall within that range, the Publisher reserves the right to return the manuscript for revision. The Author will, therefor, have seven (7) days to revise and resubmit the manuscript in a format acceptable to the Publisher.

The layout of the Work shall conform to the style previously established by the Publisher for other books in the series.

EXHIBIT D
PRODUCTION SCHEDULE EXHIBIT

To the Memorandum of Agreement for the Work entitled:
Images of America: City of Industry

A. The Author agrees to complete and deliver the cover materials to the Publisher by the deadline date of: July 13, 2021.

B. The Author agrees to deliver all of the text and images to be used in the Work to the Publisher by the deadline date of: September 14, 2021.

C. The Author shall undertake to read, check, and correct proofs of the Work and return them to the Publisher within fourteen (14) days of their receipt, failing which the Publisher may consider the proofs as passed for press. The cost of all alterations and corrections made by the Author in the finished artwork and in proofs (other than the correction of artists', copy editors', and printers' errors) above five percent (5%) of the Publisher's original cost of composition shall be borne by the Author.

Signed on behalf of the Author

Signed on behalf of the Publisher

_____ day of _____, 20____.

_____ day of _____, 20____.

ADDENDUM

To the Memorandum of Agreement for the Work titled:

City of Industry

1. [redacted] (hereinafter called "the Purchaser") hereby agrees to purchase 500 copies of the Work, on a on a royalty-free, non-returnable basis at a 50% discount off the retail price of \$21.99, for a total of \$5,497.50 with a 20% deposit due in the amount of \$1,099.50 when the contract is signed. Books will be shipped (free of shipping charge if over 200 copies) on publication and any remaining balance will be due within 30 days of invoice. All units purchased by the Purchaser (both covered by this Addendum and outside of the Addendum) may be resold by the Purchaser. However, said units shall not be resold by the Purchaser to retail bookstores, pharmacies, wholesale book distributors, gift stores (with the exception of the Homestead Museum gift shop), book clubs, or other trade or retail outlets. The Purchaser may resell the book through city-owned buildings. The Purchaser may also provide Arcadia with a list of area vendors it would like to resell to for Arcadia's review and approval.
2. This agreement is binding regardless of the final published content of the Work, over which the Author and Publisher have control, as set out in the Memorandum of Agreement.
3. This Addendum does not preclude the Purchaser from purchasing further copies of the Work under Arcadia's current trade terms.
4. The Author of the Work acknowledges that the Publisher's agreement to complete this contract is contingent upon the Purchaser's agreement to this purchase.

Signed on behalf of the Author

Signed on behalf of the Purchaser

Signed on behalf of the Publisher

[redacted]

[redacted]

[redacted]

[redacted] day of [redacted], 2021

[redacted] day of [redacted], 2021

[redacted] day of [redacted], 2021

Please print the Purchaser's name and role: [redacted]

Please print the name, address, phone number, fax number, and e-mail address of the person who should be contacted by our sales department regarding this purchase:

Contact name _____

Address _____

Phone number/fax number _____

E-mail _____

A R C A D I A
P U B L I S H I N G
— AND —
The History Press

ROYALTY PAYMENT INFORMATION

Please note that the information given on this form will be used to pay royalties due from sales of your book. This information should therefore be as detailed and accurate as possible. Please also remember to inform your editor if you or your royalty payee's information changes, such as a change in address or tax status.

Title: Images of America: *City of Industry*
Royalty Rate: 8%

State: CA

Payee #1

Name and Address

Tel: (home) (business)
Fax: email:

Payee #2

Name and Address

Tel: (home) (business)
Fax: email:

Royalty Split:

Payee #1
Payee #2

Social Security or Tax ID:

Payee #1
Payee #2

Authorized Signature on behalf of the Author(s):
Date:

Authorized Signature on behalf of the Publisher:
Date:

EXHIBIT C

Amendment No. 1 to the Professional Service Agreement with Jeff Parriott
Photographic Services, dated March 11, 2021

[Attached]

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT WITH
JEFF PARRIOTT PHOTOGRAPHIC SERVICES**

This Amendment No. 1 to the Professional Services Agreement (“Agreement”), is made and entered into this 11th day of March, 2021 (“Effective Date”), by and between the City of Industry, a California municipal corporation (“City”) and Jeff Parriott Photographic Services, a sole proprietor (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties”.

RECITALS

WHEREAS, on or about September 10, 2020, the Agreement was entered into and executed between the City and Consultant to provide professional historic photographic scanning and related services at all city facilities; and

WHEREAS, the Parties desire to amend the Agreement to amend Exhibit A “Scope of Services” to add work for preparation of a printed book tentatively titled *Images of America: City of Industry*, increase compensation accordingly, and amend Exhibit B “Rate Schedule” to add an hourly rate for preparation of the book; and

WHEREAS, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 1, as set forth below.

AMENDMENT

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

Section 4. PAYMENT

Item 4(a) is hereby amended to read in its entirety as follows:

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 Two Hundred Seventy Thousand Dollars (\$270,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

EXHIBIT A SCOPE OF SERVICES

The Scope of Services is hereby revised to include the following:

6. Assist with the development of publications, printed media, digital media, or other materials or work product related to documentation of the City's history. For the work tentatively titled *Images of America: City of Industry*, Consultant shall prepare 150 to 220 images made up of photographs and postcards plus incidental illustrative items if required, including maps, diagrams, drawings, pictures, and other material to be used in the work. The work shall contain no fewer than 8,000 words nor more than 18,000 words. The layout of the work shall conform to the style necessary for publishing. Consultant shall complete and deliver a draft of the cover materials to the City no later than May 17, 2021, for review and approval by the City. Consultant shall deliver all a draft text and images to the City no later than July 30, 2021 for review and approval. Consultant shall revise the drafts at the direction of the City and submit revisions to the City by the deadlines requested. Consultant shall work with the City to read, check and correct proofs of the work from the publisher, and return them to the City publisher within seven (7) days of their receipt.

EXHIBIT B RATE SCHEDULE

The Rate Schedule is hereby revised to include the following:

Activity	Cost
Book preparation	\$65 per hour

“CITY”
City of Industry

“CONSULTANT”
Jeff Parriott Photographic Services

By: _____
 Troy Helling, City Manager

By: _____
 Jeffrey Parriott

Attest:

By: _____
 Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM

By: _____
 James M. Casso, City Attorney

CITY COUNCIL

ITEM NO. 6.4



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Joshua Nelson, City Engineer *JN*

DATE: March 11, 2021

SUBJECT: Consideration of a Professional Services Agreement with C & C Engineering, Inc., for Engineering Services

Background:

C & C Engineering, Inc. ("CNC") has been providing engineering services to the City for over 40 years. They have served in various capacities, assisting with engineering projects for the City's agencies, commissions, and boards. CNC has a long-standing working relationship with the City and has proven to be instrumental in many of the projects that have been completed throughout the years.

Discussion:

CNC's current agreement is set to expire on March 21, 2021. Therefore, staff is requesting the City Council approve a new Professional Services Agreement ("Agreement") with CNC for engineering services. The proposed Agreement will become effective on March 22, 2021 and will terminate upon the City's 120-day written notice to CNC. Similar to the current agreement, the proposed Agreement does not have a not-to-exceed amount and includes new specific indemnification language for independent contractors, a monthly rental fee for CNC's use of City facilities, and updated scope of services and rate schedule.

Fiscal Impact:

Based on current usage, the City will receive \$977.30 per month for CNC's use of the City's facilities. This amount will increase or decrease if there is a change in the number of square feet, computers, and phones used. Annual expenditures for the proposed Agreement will vary depending on work assigned and performed. As a point of reference, in Fiscal Year 19/20, the cost for CNC's services related to the City, Metrolink Station, and Capital Improvement Projects were approximately \$4,200,000.00. The funds used were General Funds and Prop A Funds.

Recommendation:

- 1.) Staff recommends that the City Council the Professional Services Agreement with C & C Engineering, Inc., and authorize the City Manager to execute same.

Exhibit:

- A. Professional Services Agreement with C & C Engineering, Inc., dated March 22, 2021.
-

TH/BH:yp

EXHIBIT A

Professional Services Agreement with C & C Engineering, Inc., dated March 22, 2021

[Attached]

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of March 22, 2021 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and C & C Engineering, Inc., a California corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

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

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

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

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

3. MANAGEMENT

City's City Manager/Agency and IPUC Executive Director 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. Consultant shall provide a Contract Deputy City Engineer.

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.

(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. LABOR CODE AND PREVAILING WAGES

(a) Consultant represents and warrants that it is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000.00 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and any location where the Services are performed. 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 Prevailing Wage Laws.

(b) In accordance with the requirements of Labor Code Section 1776, Consultant shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Consultant shall make all such records available for inspection at all reasonable hours.

(c) To the extent applicable, Consultant shall comply with the provisions of Section 1777.5 of the Labor Code with respect to the employment of properly registered apprentices upon public works.

(d) Consultant shall comply with the legal days' work and overtime requirements of Sections 1813 and 1815 of the Labor Code.

(e) If the Services are being performed as part of an applicable Public works or Maintenance project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the

Department of Industrial Relations. Consultant shall maintain registration for the duration of the Agreement and require the same of any subconsultants, as applicable. This Services set forth in this Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

6. 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 one hundred twenty (120) 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. Notwithstanding the foregoing, City shall pay Consultant for work related to the transition of the Services, in accordance with the Rate Schedule. 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.

7. OWNERSHIP OF DOCUMENTS

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

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

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

8. 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.

9. 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.

10. INDEPENDENT CONSULTANT

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

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

(c) Consultant shall indemnify, defend and hold harmless, the City, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including contributions to any retirement and/or pension plan, legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Consultant's or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant, service as an independent contractor. The provisions of this Section 10 are effective as of January 1, 2020. The indemnity provisions set forth in this Section 10 shall survive the termination of this Agreement, and are in addition to any other rights or remedies the City may have under the law.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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:	Clement N. Calvillo C & C Engineering 255 North Hacienda Boulevard, Suite 222 City of Industry, CA 91744

16. ASSIGNMENT

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

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

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

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. PAYMENT FOR USE OF CITY FACILITIES

Consultant shall pay City monthly rent in the amount of \$2.50 per square foot of office space, \$4.95 per computer, and \$29.95 per telephone, the monthly rent, and computer and telephone payments are collectively referred to herein as the "Office Payment". For purposes of this Section, as of the Effective Date of this Agreement, Consultant is occupying 363 square feet of office space, and is utilizing 2 computers, and 2 telephones. The City Manager may adjust the amount of office space, and number of computers and telephones by providing Consultant with 30 days prior written notice of the adjustment. The Office Payment shall be due and payable to the City on the first day of each month, at the place for providing notices, as set forth in Section 15 herein. Said Office Payment shall be adjusted annually on the anniversary date of this Agreement, pursuant to the Consumer Price Index published by the U.S. Department of Labor Bureau of Labor Statistics, as of December of the prior calendar year for the Los Angeles-Long Beach-Anaheim Metropolitan Statistical Area average, all items, not seasonally adjusted, rounded up to the nearest Five Dollars (\$5.00).

25. 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.

(SIGNATURES ON FOLLOWING PAGE)

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

“CITY”

“CONSULTANT”

City of Industry

C & C Engineering, Inc.

By: _____
Troy Helling, City Manager

By: _____
Clement N. Calvillo, 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's services shall include, but are not limited to, the following:

1. General Engineering and Project Management

- A. Serve as Deputy City Engineer and must be a registered civil engineer in the State of California;
- B. Manage and provide all aspects of civil engineering, traffic engineering, front counter permit services, plan checking, development conditioning, capital project management, construction inspection, streetlights, and assistance in obtaining federal, state and other funding for transportation and other infrastructure projects;
- C. Review all matters pertaining to engineering to ensure that initiatives proposed and implemented by the City and others are done in a manner that protects the City's interests, and are consistent with local, state and federal laws;
- D. Assist in planning, coordinating, supervising and evaluating infrastructure, programs, plans, and services;
- E. Evaluate the City's needs and formulate short- and long-term plans to meet needs in all areas of public works improvements, including streets, sewers, storm drains, water distribution system, street lights, traffic signals, bridges, median islands, municipal facilities and all other improvements within the public right-of-way;
- F. Provide engineering, design services, land surveying and manage construction of public works projects, including construction inspection and construction staking;
- G. Be available to public and private developers to handle matters dealing with the engineering functions of City government;
- H. Maintain, at City Hall, municipal engineering records and maps required to ensure accurate information is available to the public and City staff;
- I. Prepare reports, investigations, studies and evaluations as may be requested by the City;

- J. Advise the City as to engineering and construction funding available from other government agencies, and when so directed, prepare and initiate applications for funding;
- K. Serve as Resident Engineer when required pursuant to Caltrans/federal requirements;
- L. Design capital improvement projects, improvement plans, specifications, bid documents, and public improvement project management and inspection;
- M. Solicit proposals for capital improvement project design work, construction management, and inspection, as needed;
- N. Review and evaluate bid submittals;
- O. Provide construction observation, management, inspection, and staking during the construction of City projects; act as Resident Engineer; assist with cost estimating, approval of payments, and change orders, filing of notices, and other tasks;
- P. Coordinate activities with other departments and outside agencies to obtain various approvals and agreements such as environmental clearances, permits, land acquisition, and rights-of-way for engineering projects;
- Q. Negotiate land acquisitions, dispositions, easements, agreements, leases, and other associated property rights as it relates to engineering projects;
- R. Assist with the development and implementation of a multi-year Capital Improvement Program for the City;
- S. Attend City Council, Planning Commission and other meetings as requested;
- T. Provide such other related engineering services as requested by the City Manager/ or his designee;
- U. Provide peer review for City contractors and accept peer review from City Contractors, as directed;
- V. Conform to systems of procurement, administrative and financial controls, as directed;
- W. Provide NPDES services that are necessary and related functions as are the normal practice of City Engineering Departments including any stormwater projects required of the City;

- X. Maintain the City's digital and plotted atlases of all infrastructure and assets;
- Y. Provide utility coordination services as requested; and
- Z. Assist the City with any needs or requests affiliated with City owned property both within City limits and outside City limits.

2. Development Review

- A. Review proposed improvements and land developments and provide recommendation as to engineering matters to ensure conformance with City ordinances and state law;
- B. Perform statutory functions of Deputy City Engineer pertaining to the review and checking of lot line adjustments, parcel and tract maps, including tentative, final and vesting maps. Ensure map conformance with State Subdivision Map Act and City ordinances;
- C. Provide a "turn around" checking time for maps and improvement plans within a reasonable number of days for the first plan check once the application has been deemed complete and all subsequent plan checks necessary until plan is approved. The Engineer shall notify the applicant in writing of any final plan or final map deficiencies within the timeframe required by State law, specifying those items needed to complete the application;
- D. Establish performance, labor and material bond amounts when required and ensure the posting of such bonds within the proper time sequence of such development control;
- E. Provide necessary and related functions as are the normal practice of City Engineering in control of private development; and
- F. Provide front counter in-take and public information services.

3. Traffic Engineering

- A. Provide support and expertise in the application of Traffic Engineering principles and practices to provide and enhance the safety and efficient movement of pedestrians, cyclists and vehicular traffic of people and goods within the City;
- B. Ensure compliance with requirements of Section 627 of the California Vehicle Code and all other applicable federal, state, and local laws;

- C. Provide comprehensive analyses of existing and projected traffic conditions; intersection design, rail line or at-grade crossing impacts, speed humps, City parking lot design, and traffic/transportation data collection services;
- D. Provide electronic traffic control device studies and designs (signs, signals, pavement markings, school zone flashers and curve warning flashers);
- E. Review subdivision or new development projects involving traffic impact analyses, transportation modeling, area-wide transportation studies and road impact fee analyses;
- F. Investigate citizen requests for traffic calming measures and respond to citizens, as directed by the City Manager or his designee;
- G. Provide technical assistance for traffic signal design and day-to-day traffic operations including traffic signals;
- H. Provide technical input to City staff with signing and striping changes, issuing workorders to address citizen requests, signal equipment upgrades and parts, collision analysis, speed limits, traffic volume data and other work performed by City staff;
- I. Review traffic plans for capital improvement projects and advise City on potential issues;
- J. Assist City with preparation of Annual Traffic Safety Report;
- K. Review development plans, including environmental impact reports and impact studies for potential traffic issues and advise on possible solutions;
- L. Review precise grading and public improvement plans for potential traffic issues and advise on possible solutions;
- M. Review traffic control plans for construction projects and advise on potential issues;
- N. Maintain traffic collision database and advise on traffic issues involved; and
- O. Serve as the Traffic Engineer if requested.

4. Construction Inspection

- A. Coordinate and attend pre-construction meetings;
- B. Process shop drawings, submittals and requests for information (RFIs) from contractors;

- C. Provide field inspections of work in progress to ensure compliance with plans and specifications;
- D. Follow federal requirements and procedures and filing system for federally funded projects;
- E. Take digital photos of each construction phase throughout duration of project;
- F. Serve as inspector of record (create red lines on as-built drawings) for work inspected;
- G. Prepare and file written daily inspection reports;
- H. Coordinate inspections with utility companies as necessary;
- I. Coordinate special testing and inspection work as required;
- J. Report instances of apparent non-compliance with contract plans, specifications to City Engineer or his designee for resolution;
- K. Verify prevailing wages and payroll information; and
- L. Process progress payment applications.

5. Testing

Consultant shall oversee the testing and review construction method and material compliance testing reports. Testing will include, but not be limited to:

- A. Soil compaction testing;
- B. Asphalt concrete testing; and
- C. Concrete slump and strength testing.

6. Federally Funded Projects

- A. Secure all necessary permits, including CEQA and NEPA compliance, surveying, testing, preparation of plans and specifications, description of construction phasing plan, estimate of probable construction costs, preparation of bid documents, review of construction contract bids, recommendation for award, construction inspection, and construction administration;
- B. Provide all services in accordance with Caltrans standards, FHWA standards, and City standards;
- C. Ensure compliance with California Government Code Section 8355 in matters relating to the provision of a drug-free workplace;

- D. Ensure compliance with the Cost Principles and Procedures, 48 CFR, Chapter 1, Part 31 *et seq.* (Federal Acquisition Regulations System, Contract Cost Principles and Procedures; and
- E. Ensure compliance with 49 CFR Part 29, Debarment and Suspension of Certificate, refer to Exhibit 12-E "Debarment and Suspension Certificate" in Chapter 12 of the Caltrans Local Assistance Manual.

7. Provision of Services

- A. Place the highest emphasis on customer service;
- B. Be reachable and available to respond to City emergencies at all times.
Consultant must provide City with emergency contact numbers for key personnel to facilitate the immediate response by Consultant to emergencies and provide an updated contact list when needed;
- C. Communicate effectively with citizens before, during, and after construction projects;
- D. Consultant shall provide written comments for initial and subsequent review within a reasonable number of days from date of receipt of the plans. Consultant shall provide comments for expedited plan reviews on a case by case basis;
- E. Consultant will meet approximately twice per month with the City Engineer or other designated staff to provide comprehensive updates on all pending assignments; and
- F. Consultant will make initial contact in response to staff and developer inquiries and citizen concerns within a reasonable amount of time after receipt by the City and update the reporting party and City staff regularly throughout the investigation and resolution period.

8. Geographic Information Systems (GIS)

- A. Manage and maintain City's GIS database with feature layers and related records;
- B. Provide static and web-based mapping tools in support of City projects;
- C. Perform field collection of infrastructure location, specification, and condition;
- D. Train and support City staff in the use and application of GIS information, software, and associated information; and

E. Contribute content to the City's GIS web page.

9. Field Operations

A. Point of Contact - Receive calls from City Staff, personnel, Contractors, or the public regarding repair concerns at publicly owned properties;

B. Coordinate and provide inspections at publicly owned properties for repair and/or maintenance needs and/or safety concerns;

C. Evaluate and investigate the severity and validity of repair and maintenance concerns;

D. Coordinate with Staff and contractors for bidding repairs and executing the work;

E. Coordinate and oversee maintenance of the public right-of-way including but not limited to trees, weeds, debris, and repairs to sidewalks and curbs and gutters;

F. Coordinate with various trades including but not limited to:

i. Plumbing

ii. Electrical

iii. Mechanical / HVAC equipment

iv. Refrigeration / Commercial Kitchen Appliance repair

v. Carpentry

vi. Flooring repair/replacement/cleaning

vii. Roofing

viii. Landscaping

ix. Masonry/stucco

x. Tree trimming/removal

xi. Pest Control

xii. Painting

xiii. Weed abatement / vegetation clearance

xiv. HAZMAT response

G. Provide backflow device inspection and repair, including document control and coordination with LA County Backflow & Cross Connections and

surrounding water agencies and maintain the Backflow Maintenance Program;

- H. Provide electrical services, as needed - investigate, trouble-shoot, coordinate with electrical utilities (SCE and IPU) to provide direction and feedback for electrical repairs needed; and
- I. Other duties as requested.

EXHIBIT B
RATE SCHEDULE

Civil Engineering, GIS and Administrative Services	
Principal/Director of Engineering	\$255.00
Director of Operations	\$220.00
Senior Project Manager/Sr. Civil Engineer	\$200.00
Project Manager/Civil Engineer	\$175.00
Senior GIS Manager	\$195.00
GIS Manager	\$180.00
Senior Project Engineer	\$165.00
Project Engineer	\$155.00
Senior Design Engineer	\$145.00
Design Engineer	\$135.00
Senior GIS Analyst	\$165.00
GIS Analyst	\$145.00
GIS Technician	\$115.00
CADD Technician	\$115.00
Administrative Supervisor	\$105.00
Administrative Assistant	\$90.00
Intern	\$80.00

Electric Utility Services	
Senior Energy Advisor	\$255.00
Operations Manager	\$215.00
Senior Electrical Worker/Inspector	\$175.00
Electrical Worker/Inspector	\$155.00
Electrical Senior Project Manager	\$195.00
Electrical Project Manager	\$175.00
Electrical Project Engineer	\$155.00
Electrical Design Engineer	\$135.00

Municipal Engineering Services	
Deputy City/Agency Engineer	\$255.00
Plan Check Engineer	\$190.00
Plan Check Associate	\$165.00
Senior Construction Manager	\$210.00
Construction Manager	\$175.00
Senior Construction Inspector	\$175.00
Construction Inspector	\$145.00
Permit Coordinator	\$165.00
Director of Field Operations & Facilities	\$210.00
Field Operations Project Manager	\$180.00
Senior Field Operations	\$170.00
Field Operations	\$150.00
Field Operations Assistant	\$130.00
Administrative Supervisor	\$105.00
Administrative Assistant	\$90.00

Field Survey Services	
Director of Survey	\$210.00
Survey Manager	\$180.00
Land Surveyor	\$155.00
Senior Survey Technician	\$135.00
Survey Technician	\$115.00
One Person Crew	\$165.00
Two Person Crew	\$270.00
Three Person Crew	\$345.00

*The above-mentioned rates shall increase 2.5 percent, adjusted and rounded up to the nearest five dollars (\$5.00) per hour, beginning January 1, 2022, and annually thereafter.

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. 6.5



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 11, 2021

SUBJECT: Consideration of a License Agreement with Beach Street Development LLC

Discussion:

The City is the owner of 1 Industry Hills Parkway. Beach Street Development LLC ("Beach") is requesting to access a portion of the property to conduct site investigation and inspection work, including an ALTA survey, Phase One Environmental Analysis and Report, and preliminary geotechnical investigations. The proposed License Agreement is for a two-month term beginning March 12, 2021. Staff recommends the City Council approve a Notice of Exemption and the proposed License Agreement.

Fiscal Impact:

There is no fiscal impact.

Recommendation:

- 1.) Staff recommends that the City Council determine that the proposed License Agreement is exempt from the California Environmental Quality Act and direct staff to file a Notice of Exemption with the County Clerk; and
- 2.) approve a License Agreement with Beach Street Development LLC.

Exhibit:

- A. Notice of Exemption
 - B. License Agreement with Beach Street Development LLC dated March 11, 2021
-

TH/BH:yp

EXHIBIT A

Notice of Exemption

[Attached]

NOTICE OF EXEMPTION

To: County Clerk
County of Los Angeles
Environmental Filings
12400 East Imperial Highway #2001
Norwalk, CA 90650

From: City of Industry
15625 E. Stafford Street, Suite 100
City of Industry, CA 91744

Project Title: Surf Project

Project Location - Specific: 1 Industry Hills Parkway (APN No. 8262-015-901 and 8262-015-900)

Project Location-City: City of Industry **Project Location-County:** Los Angeles

Description of Project: License agreement to allow for site investigation and inspection.

Name of Public Agency Approving Project: City Council, City of Industry

Name of Person or Agency Carrying Out Project: City of Industry

Exempt Status: *(check one)*

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. *State type and section number:* 15309, Class 9
- Statutory Exemptions. *State code number:*

Reasons why project is exempt: Pursuant to Section 15061(b)(3) of the CEQA Guidelines, CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The license agreement does not include any land use entitlements that will allow for the development of the property, it merely permits temporary access to the property to conduct non-invasive due diligence. The license agreement does not create any public health or safety hazards and does not have a significant impact on the resources or services within the surrounding area, such as water, sanitary services, surrounding roadways and intersections. Any future development at the property will be subject to additional environmental review and independent analysis as required by CEQA.

Lead Agency

Contact Person: _____

Telephone: (626) 333-2211

Signature: _____

Date: _____

Title: _____

EXHIBIT B

License Agreement with Beach Street Development LLC dated March 11, 2021

[Attached]

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“**Agreement**”), dated March 11, 2021, (“**Effective Date**”) is entered into by and between the City of Industry, a municipal corporation, (“**Licensor/City**”), and Beach Street Development LLC, a California limited liability company, (“**Licensee**”). (Licensor and Licensee are individually referred to as “Party” and collectively referred to as the “**Parties**”).

RECITALS

WHEREAS, the City is the owner of certain property located at a portion of 1 Industry Hills Parkway, Industry, California and Licensee desires to enter the property generally described as a lot lying on the northerly side of Industry Hills Parkway, consisting of a portion of **Assessor’s Parcel Nos. 8262-015-900 and 8262-015-901**, as set forth in Exhibit A, attached hereto and incorporated herein by reference (“**Premises**”).

WHEREAS, Licensee desires to enter the Premises to conduct an ALTA survey, a Phase One Environmental Analysis and Report, and preliminary geotechnical investigations, including up to eight soil borings and four test pits, only;

WHEREAS, The parties acknowledge that Licensee is entering onto the Premises at its sole risk and expense, and Licensor does not have any liability to Licensee under this Agreement for Licensee’s and its Representatives activities upon the Premises, except to the extent arising from Licensor’s and its Representatives own acts and omissions;

NOW, THEREFORE, for valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

TERMS

1. License to Enter the Premises. Licensor hereby grants to Licensee a non-exclusive license (the “**License**”) granting permission to enter upon the Premises during the Term (as defined in Section 8), and to use the Premises for the purpose of conducting an ALTA survey, a Phase One Environmental Analysis and Report, and preliminary geotechnical investigations including up to eight soil borings and four test pits, only (collectively, “**Permitted Use**”); provided, that Licensee’s use of the Premises shall not interfere with the operation of business activities, if any, then being conducted on the Premises. Prior to any initial entry pursuant to the License, Licensee shall provide to Licensor proof of insurance as set forth in Section 6 of this Agreement. Licensee shall not permit any other party, except the duly-authorized representatives, agents, employees and contractors (collectively “**Representatives**”) of Licensee to enter or use the Premises during the term of this License, without Licensor’s prior written consent, and in all events the sole reason for entry and use of the Premises shall be for the Permitted Use.

2. Permitted Use. The Permitted Use is hereby defined to those activities generally necessary for Licensee and its Representatives to conduct an ALTA survey, a Phase One Environmental Analysis and Report, and preliminary geotechnical investigation, including up to eight soil borings and four test pits, only. Licensee or its Representatives shall not be allowed to conduct any invasive environmental testing, including, but not limited to, boring samples or the like. Licensee shall exercise due care in

the performance of the Permitted Use and such use shall be exercised in a manner which complies with all applicable laws.

3. Maintenance of Premises. Upon termination of the License, Licensee shall repair any damage done to the Premises by Licensee or its duly authorized Representatives, and shall restore the Premises to its condition (to the extent altered by Licensee or its duly authorized Representatives) as of the Effective Date of this Agreement.

4. Government Regulations and Other Obligations of Licensee. As a condition precedent to commencement of the Permitted Use, if required, Licensee shall obtain at its sole cost and expense all governmental permits and authorizations of whatever nature required, if any (“**Permits**”) by any and all governmental authorities having jurisdiction over the Premises for Licensee’s exercise of the Permitted Use. Licensor shall use commercially reasonable efforts to cooperate with Licensee and to support any and all applications or request for said Permits submitted by Licensee or on Licensee’s behalf. Licensee shall, in all activities undertaken pursuant to this Agreement, comply and cause its Representatives to comply with all federal, state and local laws, statutes, orders, ordinances, rules, regulations, plans, policies and decrees.

5. Liens.

5.1 Licensee shall not cause or permit to be filed, recorded or enforced against the Premises, or any part thereof, any mechanics’, material men’s, contractors’ or subcontractors’ liens arising from Licensee or its duly authorized Representatives conducting the Permitted Use or any claim or action affecting the title to the Premises arising from Licensee or its duly authorized Representatives conducting the Permitted Use, and Licensee shall pay or cause to be paid, or otherwise removed or bonded over, the full amount of all such liens or claim within fifteen (15) days of receiving written notice thereof. In addition to and not in limitation of Licensor’s other rights and remedies under this Agreement or under law, should Licensee fail within fifteen (15) business days of a written notice from Licensor to pay and discharge or bond over any lien arising out of Licensee’s use of the Premises, then a material breach under this Agreement shall be deemed to have occurred which, at Licensor’s election, shall entitle Licensor to terminate this License effective upon notice by Licensor to Licensee so stating.

5.2 If Licensee desires to contest in good faith the validity of any lien or any claim or demand that could result in a lien against the Premises or any portion thereof for which Licensor could become liable if not successfully resolved, as a condition to such contest, Licensee shall notify Licensor of Licensee’s intent to contest the lien or claim and the grounds for such contest. Notwithstanding anything to the contrary set forth herein, Licensee shall pay and satisfy any adverse judgment that may be rendered thereon and caused by Licensee or its duly authorized Representatives conducting the Permitted Use before the enforcement thereof against Licensor or the Premises.

6. Insurance.

Prior to entering the Premises and until the termination of this Agreement, Licensee or its duly authorized Representatives shall maintain at their sole expense insurance limits as stipulated in this section.

(a) Minimum Scope and Limit of Insurance

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Licensee have no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(b) Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured Status

The Licensor and City Representatives, (as defined in Section 7, below) are to be additional insureds on the CGL policy with respect to liability arising out of Licensee's use of the Premises. General liability coverage can be provided in the form of an endorsement to the Licensee's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. Primary Coverage

For any claims related to this Agreement, the Licensee's insurance coverage shall be primary insurance as respects the Licensor/City Representatives. Any insurance or self-insurance maintained by the Licensor/City Representatives, shall be excess of the Licensee's insurance and shall not contribute with it.

3. Contractors and Subcontractors

Licensee shall require and verify that all contractors and subcontractors maintain insurance meeting all the requirements stated herein, and Licensee shall ensure that Licensor/City Representatives are additional insureds on insurance required from contractors/subcontractors. For CGL coverage contractors and subcontractors shall provide coverage with a format least as broad as CG 20 33 04 13.

4. Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.

5. Waiver of Subrogation

Licensee hereby grant to the City a waiver of any right to subrogation which any insurer of said Licensee may acquire against the City by virtue of the payment of any loss under such insurance. Licensee agree to obtain any endorsement that may be necessary to affect this waiver of subrogation provided such endorsement is available on commercially reasonable terms, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

6. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Licensee to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

7. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

8. Deductibles

All such insurance shall have deductibility limits of not greater than \$50,000.00 unless otherwise approved by the City.

9. Verification of Coverage

Licensee shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the City before exercise of the Permitted use commences. However, failure to obtain the required documents prior to the exercise of the Permitted Use shall not waive the Licensee' obligation to provide them. The City reserves the right to require complete copies of all required insurance policies, including endorsements, required by these specifications, at any time.

10. Occurrence Basis Coverage

All policies shall be written on an occurrence basis unless otherwise approved by the City.

- (c) Proof of Self Insurance. Notwithstanding any other provision of this Section 6, Licensee may satisfy the insurance obligations hereunder by a self-insurance program and will provide proof of self-insurance to Licensor.

7. Indemnification. From and after the execution of this Agreement, Licensee hereby agrees to indemnify, defend, protect and hold harmless, with counsel approved in writing by Licensor, which shall not be unreasonably withheld, the City and any and all predecessors, successors, assigns, agents, officials, employees, members, independent contractors, affiliates, principals, officers, directors, attorneys, accountants, representatives, staff, and board members of the City collectively, the "City Representatives", and each of them, from and against all claims, causes of action, liabilities, losses, damages, injuries, expenses, charges, penalties, or costs, of whatsoever character, nature and kind, (including attorney's fees and costs incurred by the indemnified Party with respect to legal counsel of its choice), whether to property or to person(s), and whether by direct or derivative action, known

or unknown, suspected or unsuspected, latent or patent, existing or contingent (collectively “Losses and Liabilities”), related directly or indirectly to, or arising out of or in any way connected with any of the activities of Licensee, its agents, and employees on the Premises during the Term.

Notwithstanding anything to the contrary, (i) the foregoing shall not apply to, and Licensee shall have no liability arising from, matters merely discovered by Licensee or its Representatives (e.g., latent environmental contamination), including, without limitation, the mere discovery of any pre-existing condition or conditions on the Premises.

Term, Termination and Remedies. The License shall commence as of 8:00 a.m. on March 12, 2021, and shall automatically terminate upon the earlier of (i) completion of Licensee’s activities on the Premises in connection with its ALTA survey, Phase One Environmental Analysis, and preliminary geotechnical investigation, including up to eight soil borings and four test pits, only; or (ii) at 6:00 p.m. on May 11, 2021. Notwithstanding the foregoing, at any time, for any reason, the Licensor may, at its sole and absolute discretion, terminate this Agreement without cause. Licensee acknowledges that this License is solely a license, and that Licensee has no rights as an owner, purchaser or tenant by virtue thereof. Upon termination of the Agreement, Licensee shall promptly vacate the Premises and comply with the provisions of Section 3 above. No termination or expiration of this License shall relieve Licensee of its obligations under Sections 3, 5.1 and 7 above.

8. Inspection and Access to Premises. Licensor and any of its duly authorized representatives, employees, agents or independent contractors shall be entitled to enter the Premises, to inspect the premises, to inspect Licensee’s use of the Premises, and for any other purpose, at any time

9. Assignability. This License cannot be assigned by Licensee whether voluntarily or by operation of law, and Licensee shall not permit any use of the Premises, or any part thereof during the Term of this License in violation of the provisions of this License, except with the consent of Licensor (which shall not be unreasonably withheld, conditioned or delayed), and any attempt to do so shall be null and void.

10. Cost of Enforcement. In the event it is necessary for either Party to employ an attorney or other person or commence an action to enforce or interpret any of the provisions of this License or for Licensor to remove Licensee from the Premises, the non-prevailing party agrees to pay to the prevailing party, in addition to such other relief as may be awarded by the court, agency or other authority before which such suit or proceeding is commenced, all reasonable costs of enforcement in connection therewith including, but not limited to, reasonable attorneys’ fees, expenses and costs of investigation.

11. Notices. All notices, consents, approvals, requests, demands and other communications provided for herein shall be in writing and shall be deemed to have been duly given upon the earlier of when personally delivered or served or twenty-four (24) hours after being deposited with FedEx or any other established overnight courier service to the intended party addressed as follows:

Licensor: Troy Helling
City Manager
15625 East Stafford Street, Suite 100
City of Industry, CA 91744
Tel: (626) 333-2211
thelling@cityofindustry.org

With a Copy to: James M. Casso, City Attorney
Casso & Sparks, LLP
13300 Crossroads Parkway North, Suite 410
City of Industry, CA 91746
Tel (626) 269-2980
jcasso@cassosparks.com

Licensee: Beach Street Development LLC
1555 Camino Del Mar
Suite 315C
Del Mar, CA 92014
doug@beachstreetdev.com
john@beachstreetdev.com

12. No Liability of Licensor. Licensee and Licensor acknowledge and agree that Licensee are entering into the Premises prior to the transfer of the Premises to Licensee and that Licensee do so at its sole risk and expense. The provisions hereof shall inure to the benefit of Licensor's and Licensee's successors and assigns including any Mortgagee.

13. Miscellaneous. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof, and all prior and contemporaneous agreements, representations and understandings of the Parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the Parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver. The indemnifications under this Agreement, the obligations of Licensee hereunder to remove liens and Licensee's obligations hereunder with respect to vacating and repairing the Premises shall survive the expiration or termination of the License Term. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of California. Any action brought concerning this Agreement shall be brought in the appropriate court for the County of Los Angeles, California. Each Party hereby irrevocably consents to the jurisdiction of said court. Developer hereby expressly waives all provisions of law providing for a change of venue due to the fact that the City may be a party to such action, including, without limitation, the provisions of California Code of Civil Procedure Section 394. Licensee further waive and releases any right they may have to have any action concerning this Agreement transferred to Federal District Court due to any diversity of citizenship that may exist between City and Licensee. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions hereof. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument. Neither this instrument nor a short form memorandum or assignment hereof shall be filed or recorded in any public office without Licensor's or Licensee's prior written consent.

14. Authority. Each person executing this Agreement hereby represents and warrants (i) their authority to do so, and (ii) that such authority has been duly and validly conferred.

(SIGNATURES ON FOLLOWING PAGE)

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

“LICENSOR”

“LICENSEE”

CITY OF INDUSTRY

BEACH STREET DEVELOPMENT LLC

By: _____
Troy Helling, City Manager

By:  _____
John Luff, Managing Member

ATTEST:

By: _____
Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM:

By: _____
James M. Casso, City Attorney

EXHIBIT A

Legal Description

(a portion of 1 Industry Hills Parkway)
APNs: 8262-015-900 and 8262-015-901

The Premises where the Permitted Use is permitted is outlined in the map below.

