

# CITY OF INDUSTRY

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## CITY COUNCIL REGULAR MEETING AGENDA

AUGUST 11, 2022  
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

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Location: City Council Chamber, 15651 Mayor Dave Way, City of Industry, California 91744

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**Addressing the City Council:**

### **NOTICE OF TELEPHONIC MEETING:**

- ***Pursuant to AB 361 (Government Code Section 54953(e)), this meeting will be held in person and telephonically. Members of the public can attend the hybrid meeting and offer public comments either in person or telephonically, by calling the following conference call number: 657-204-3264, then entering the following Conference ID: 282 982 397 081# Pursuant to the Governor's 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, August 9, 2022, 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 Mayor Dave Way, 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 closed between 12:00 p.m. to 1:00 p.m. each day. 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. Presentation - Introduction by Lanae O'Shields, Public Affairs Manager for SoCal Gas
5. Public Comments
6. **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 request specific items be removed from the Consent Calendar for separate action.

6.1 Consideration of the Register of Demands for August 11, 2022

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

6.2 Consideration of the minutes of the May 26, 2022 regular meeting, June 9, 2022 regular meeting, June 9, 2022 joint special meeting, June 23, 2022 regular meeting, and the July 14, 2022 regular meeting

*RECOMMENDED ACTION: Approve as submitted.*

6.3 Consideration of matters related to the COVID-19 pandemic:

a. Consideration of an Amended and Restated Proclamation and Order of the City Council of the City of Industry, California Proclaiming the Existence of a Local Emergency

b. Consideration of Resolution No. CC 2022-32 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY CONTINUING THE AUTHORIZATION OF REMOTE TELECONFERENCE MEETINGS PURSUANT TO AB 361

*RECOMMENDED ACTION: Adopt the Proclamation, and Resolution No. CC 2022-32.*

- 6.4 Consideration of Amendment No. 2 to the Maintenance Services Agreement with SST Construction, LLC, for maintenance at the Metrolink Solar Carport Facility, extending the term through June 30, 2023, revising the indemnity provisions, increasing compensation by \$15,000.00, and updating the address for the City

*RECOMMENDED ACTION: Approve the Agreement.*

- 6.5 Consideration of Amendment No. 1 to the License Agreement with Meals on Wheels- Industry, Inc., for Access to Assessor's Parcel Number 8264-004-908 located at 1123 South Hatcher Avenue, for use as an Administrative Office

*RECOMMENDED ACTION: Approve the Agreement.*

- 6.6 Consideration of the Placement of Advertisements with Civic Publications, Inc., during Fiscal Year 2022-23, for a cost of \$136,505.00

*RECOMMENDED ACTION: Approve the Advertising with Civic Publications, Inc.*

- 6.7 Consideration of a Freeway Maintenance Agreement with the State of California, acting by and through the Department of Transportation

*RECOMMENDED ACTION: Approve the Agreement.*

- 6.8 Consideration of a Professional Services Agreement with Cartegraph Systems LLC, for Work Order Geographic Information System Software, in the amount of \$167,545.00, through March 21, 2025 (MP 16-06)

*RECOMMENDED ACTION: Approve the Agreement.*

7. **ACTION ITEMS**

- 7.1 Presentation and Discussion regarding the Homestead Museum

*RECOMMENDED ACTION: Discuss and provide direction to Staff.*

- 7.2 Presentation and Discussion on Organics Management Project

*RECOMMENDED ACTION: Discuss and provide direction to Staff.*

8. **CITY MANAGER REPORTS**

9. **AB 1234 REPORTS**

10. **CITY COUNCIL COMMUNICATIONS**

11. **CLOSED SESSION**

11.1 PUBLIC EMPLOYMENT PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957(b)(1)

TITLE: CITY CLERK

11.2 PUBLIC EMPLOYMENT PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957(b)(1)

TITLE: CITY MANAGER

11.3 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Initiation of litigation pursuant to Government Code Section 54956.9(d)(2):

Two potential cases

11.4 CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8

Property:

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

Agency Negotiators:

Josh Nelson, City Manager  
James M. Casso, City Attorney

Negotiating Parties:

Majestic Industry Hills, LLC, a Delaware limited liability company

Under Negotiation:

Price and terms of payment

12. Adjournment. The next regular City Council Meeting is Thursday, August 25, 2022, at 9:00 a.m.



*CITY COUNCIL*

ITEM NO. 6.1

**CITY OF INDUSTRY  
AUTHORIZATION FOR PAYMENT OF BILLS  
CITY COUNCIL MEETING OF AUGUST 11, 2022**

**FUND RECAP:**

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	3,327,825.45
103	PROP A FUND	19,636.75
107	MEASURE W FUND	14,295.00
120	CAPITAL IMPROVEMENTS	403,514.35
140	CITY DEBT SERVICE	550.00
TOTAL ALL FUNDS		3,765,821.55

**BANK RECAP:**

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BOFA - CKING ACCOUNT	125,491.64
PROP/A	PROP A - CKING ACCOUNT	19,636.75
MW	MEASURE W - CKING ACCOUNT	14,295.00
WFBK	WELLS FARGO - CKING ACCOUNT	3,606,398.16
TOTAL ALL BANKS		3,765,821.55

APPROVED PER CITY MANAGER

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**CITY OF INDUSTRY  
BANK OF AMERICA  
August 11, 2022**

Check	Date		Payee Name	Check Amount
<b>CITYGEN.CHK - City General</b>				
WT1272	07/14/2022		JOHN HANCOCK USA	\$4,325.00
	Invoice	Date	Description	Amount
	6/11-6/24/22	07/14/2022	PARS CONTRIBUTION FOR 6/11-6/24/22	\$4,325.00
WT1273	07/14/2022		MIDAMERICA ADMINISTRATIVE &	\$65,705.18
	Invoice	Date	Description	Amount
	AUG/SEP2022	07/14/2022	RETIREE HEALTH PREMIUM REIMBURSEMENTS	\$65,705.18
WT1274	07/19/2022		CAL-PERS	\$50,989.09
	Invoice	Date	Description	Amount
	AUGUST 2022	07/19/2022	CALPERS MEDICAL PREMIUM FOR AUG 2022	\$50,989.09
WT1275	07/28/2022		JOHN HANCOCK USA	\$4,472.37
	Invoice	Date	Description	Amount
	6/25-7/8/22	07/28/2022	PARS CONTRIBUTIONS FOR 6/25-7/8/22	\$4,472.37

Checks	Status	Count	Transaction Amount
	Total	4	\$125,491.64

CITY OF INDUSTRY

PROP A

August 11, 2022

Check	Date		Payee Name	Check Amount
<b>PROPA.CHK - Prop A Checking</b>				
90411	07/27/2022		WALNUT VALLEY WATER DISTRICT	\$30.38
	Invoice	Date	Description	Amount
	4382779	07/12/2022	06/01-06/30/22 SVC - PLATFORM METROLINK BREA	\$30.38
90412	08/03/2022		SOUTHERN CALIFORNIA EDISON	\$163.73
	Invoice	Date	Description	Amount
	2023-00000178	07/22/2022	06/22-07/21/22 SVC - 600 S BREA CYN B	\$163.73
90413	08/03/2022		WALNUT VALLEY WATER DISTRICT	\$533.64
	Invoice	Date	Description	Amount
	4381847	07/11/2022	06/01-06/30/22 SVC - IRR METROLINK STA-SPANISH	\$533.64
90414	08/11/2022		CNC ENGINEERING	\$11,685.00
	Invoice	Date	Description	Amount
	505789	07/01/2022	FAIRWAY DR GRADE SEPARATION	\$360.00
	505790	07/01/2022	FULLERTON RD GRADE SEPARATION	\$410.00
	505791	07/01/2022	FULLERTON RD GRADE SEPARATION	\$1,320.00
	505792	07/01/2022	METROLINK STATION COMMUTER RAIL STATION	\$350.00
	505818	07/28/2022	ANNUAL BUS STOP ADA IMPROVEMENTS	\$840.00
	505819	07/28/2022	FULLERTON RD GRADE SEPARATION	\$615.00
	505820	07/01/2022	FULLERTON RD GRADE SEPARATION	\$6,505.00
	505821	07/28/2022	FAIRWAY DR GRADE SEPARATION	\$1,285.00
90415	08/11/2022		INDUSTRY SECURITY SERVICES	\$7,224.00
	Invoice	Date	Description	Amount
	14-26630	07/22/2022	SECURITY SVC-METROLINK	\$2,580.00
	14-26583	07/08/2022	SECURITY SVC-METROLINK	\$2,064.00

**CITY OF INDUSTRY**

**PROP A**

**August 11, 2022**

Check	Date	Payee Name	Check Amount
<b>PROPA.CHK - Prop A Checking</b>			
14-26610	07/15/2022	SECURITY SVC-METROLINK	\$2,580.00

Checks	Status	Count	Transaction Amount
	Total	5	\$19,636.75

**CITY OF INDUSTRY**  
**MEASURE W**  
**August 11, 2022**

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

<b>300011</b>	08/11/2022		<b>CNC ENGINEERING</b>	<b>\$14,295.00</b>
	Invoice	Date	Description	Amount
	505786	07/01/2022	FOUR GRADE SEPARATION PUMP STATIONS	\$360.00
	505787	07/01/2022	NPDES STORM WATER	\$715.00
	505788	07/01/2022	2021 CLEANOUT OF STORMWATER DEVICES	\$215.00
	505814	07/28/2022	FOUR GRADE SEPARATION PUMP STATIONS	\$1,260.00
	505815	07/28/2022	NPDES STORM WATER	\$4,127.50
	505816	07/28/2022	CATCH BASIN RETROFITS	\$2,592.50
	505817	07/28/2022	2021 CLEANOUT OF STORMWATER DEVICES	\$5,025.00

Check	Status	Count	Transaction Amount
	Total	1	\$14,295.00

**CITY OF INDUSTRY  
WELLS FARGO BANK  
August 11, 2022**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
78690	07/26/2022		FIDELITY SECURITY LIFE	\$1,249.62
	Invoice	Date	Description	Amount
	165384032	08/01/2022	VISION PREMIUM FOR AUGUST 2022	\$1,249.62
78691	07/26/2022		HUMANA INSURANCE COMPANY	\$7,089.77
	Invoice	Date	Description	Amount
	389690751	07/13/2022	DENTAL PREMIUM FOR AUGUST 2022	\$7,089.77
78692	07/26/2022		MUTUAL OF OMAHA - PAYMENT	\$6,648.72
	Invoice	Date	Description	Amount
	1389676269	08/01/2022	LIFE INS PREMIUM FOR AUGUST 2022	\$6,648.72
78693	07/26/2022		UNUM LIFE INSURANCE COMPANY	\$8,060.00
	Invoice	Date	Description	Amount
	8/1-8/31/22	07/18/2022	LONG TERM CARE PREMIUM FOR AUGUST 2022	\$8,060.00
78694	07/26/2022		WELLS FARGO	\$12,699.18
	Invoice	Date	Description	Amount
	6/9-7/3/22	07/03/2022	CREDIT CARD EXPENSE P/E 7/3/22	\$12,699.18
78695	07/27/2022		FRONTIER	\$259.13
	Invoice	Date	Description	Amount
	2023-00000138	07/10/2022	07/10-08/09/22 SVC - 600 BREA CYN RD	\$259.13
78696	07/27/2022		SAN GABRIEL VALLEY WATER CO.	\$1,002.12
	Invoice	Date	Description	Amount
	2023-00000139	07/14/2022	06/13-07/13/22 SVC - 13756 VALLEY BLVD	\$232.95



**CITY OF INDUSTRY  
WELLS FARGO BANK  
August 11, 2022**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	2023-00000140	07/14/2022	06/13-07/13/22 SVC - 132 IRRIG PUENTE	\$474.69
	2023-00000141	07/14/2022	06/13-07/13/22 SVC - 123 IRRIG WORKMAN MILL	\$294.48
<b>78697</b>	<b>07/27/2022</b>		<b>SOCALGAS</b>	<b>\$267.41</b>
	Invoice	Date	Description	Amount
	2023-00000133	07/11/2022	06/07-07/07/22 SVC - 15625 MAYOR DAVE WAY APT A	\$16.94
	2023-00000134	07/11/2022	06/07-07/07/22 SVC - 15625 MAYOR DAVE WAY APT B	\$14.79
	2023-00000135	07/11/2022	06/07-07/07/22 SVC - 15651 MAYOR DAVE WAY	\$128.72
	2023-00000136	07/11/2022	06/07-07/07/22 SVC - 15633 RAUSCH RD	\$57.78
	2023-00000137	07/11/2022	06/07-07/07/22 SVC - 15718 RAUSCH RD REAR	\$49.18
<b>78698</b>	<b>07/27/2022</b>		<b>SOUTHERN CALIFORNIA EDISON</b>	<b>\$2,439.27</b>
	Invoice	Date	Description	Amount
	2023-00000142	07/12/2022	06/10-07/11/22 SVC - 122 N PUENTE U1	\$103.08
	2023-00000143	07/13/2022	06/13-07/13/22 SVC - 490 S 7TH AVE	\$80.67
	2023-00000144	07/12/2022	06/10-07/11/22 SVC - 575 BALDWIN PARK BLVD U	\$98.91
	2023-00000151	07/14/2022	05/17/21-06/29/22 SVC - VARIOUS SITES	\$2,156.61
<b>78699</b>	<b>07/27/2022</b>		<b>WALNUT VALLEY WATER DISTRICT</b>	<b>\$5,264.73</b>
	Invoice	Date	Description	Amount
	4382760	07/12/2022	06/01-06/30/22 SVC - PUMP STN N/W CHERYL	\$35.60
	4382780	07/12/2022	06/01-06/30/22 SVC - PUMP STN BREA CYN	\$22.58
	4383008	07/12/2022	06/01-06/30/22 SVC - NOGALES PUMP STN	\$68.16
	4381876	07/12/2022	06/01-06/30/22 SVC - IRR 820 FAIRWAY DR	\$68.16
	4381927	07/12/2022	06/01-06/30/22 SVC - LEMON AVE N OF CURRIER RD	\$83.21
	4382041	07/12/2022	06/01-06/30/22 SVC - 60 FWY INTERCHANGE FAIRWAY	\$43.28
	4381961	07/12/2022	06/01-06/30/22 SVC - BREA CYN RD & OLD RANCH RD	\$83.21
	4381977	07/12/2022	06/01-06/30/22 SVC - FERRERO & GRAND EAST RAMP	\$786.45

**CITY OF INDUSTRY  
WELLS FARGO BANK  
August 11, 2022**

Check	Date	Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>			
4381995	07/12/2022	06/01-06/30/22 SVC - BAKER PKWY METER #1	\$355.14
4381996	07/12/2022	06/01-06/30/22 SVC - BAKER PKWY METER #2	\$205.82
4382002	07/12/2022	06/01-06/30/22 SVC - GRAND AVE CROSSING	\$478.04
4382003	07/12/2022	06/01-06/30/22 SVC - GRAND AVE CROSSING	\$107.22
4382005	07/12/2022	06/01-06/30/22 SVC - 22002 VALLEY BLVD	\$182.57
4382022	07/12/2022	06/01-06/30/22 SVC - 21350 VALLEY-MEDIAN	\$116.33
4382023	07/12/2022	06/01-06/30/22 SVC - GRAND AVE CROSSING EAST	\$91.49
4382024	07/12/2022	06/01-06/30/22 SVC - GRAND AVE CROSSING WEST	\$66.65
4382025	07/12/2022	06/01-06/30/22 SVC - BAKER PKWY & GRAND N/W CNR	\$604.29
4382032	07/12/2022	06/01-06/30/22 SVC - E/S GRAND S/O BAKER PKWY	\$140.61
4382038	07/12/2022	06/01-06/30/22 SVC - BREA CYN N OF RR TRKS	\$341.36
4382039	07/12/2022	06/01-06/30/22 SVC - BREA CYN N OF CURRIER	\$74.33
4382064	07/12/2022	06/01-06/30/22 SVC - 21627 GRAND CROSSING PKWY	\$338.00
4382065	07/12/2022	06/01-06/30/22 SVC - 21627 GRAND CROSSING PKWY	\$317.99
4382072	07/12/2022	06/01-06/30/22 SVC - GRAND XING PKWY W/O GRAND	\$654.24
<b>78700</b>	<b>07/28/2022</b>	<b>ELITE ELEVATOR SERVICE</b>	<b>\$29,850.00</b>
Invoice	Date	Description	Amount
#1CITY-1487	07/01/2022	CITY HALL ELEVATOR UPGRADES	\$29,850.00
<b>78701</b>	<b>08/02/2022</b>	<b>KEENAN AND ASSOCIATES</b>	<b>\$473,484.31</b>
Invoice	Date	Description	Amount
246971	07/08/2022	COI-PROPERTY COVERAGE FY 22/23	\$166,460.54
276973	07/08/2022	SA-PROPERTY COVERAGE FY 22/23	\$20,621.46
276974	07/08/2022	EMPLOYMENT PRACTICE LIABILITY FY 22/23	\$26,455.00
275920	07/01/2022	CRIME POLICY FY 22/23	\$7,096.00
275527	06/30/2022	CYBER LIABILITY FY 22/23	\$40,467.81
275887	07/01/2022	DIFFERENCE IN CONDITIONS FY 22/23	\$75,166.00
275504	06/30/2022	AIRPORT LIABILITY FY 22/23	\$13,786.00

**CITY OF INDUSTRY  
WELLS FARGO BANK  
August 11, 2022**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	276094	07/06/2022	EXCESS LIABILITY FY 22/23	\$71,187.00
	276082	07/06/2022	EXCESS LIABILITY FY 22/23	\$52,244.50
<b>78702</b>	08/02/2022		<b>MUNICIPAL INSURANCE</b>	<b>\$411,967.00</b>
	Invoice	Date	Description	Amount
	275909	07/01/2022	GENERAL LIABILITY INSURANCE FY 22/23	\$411,967.00
<b>78703</b>	08/03/2022		<b>AT &amp; T</b>	<b>\$102.78</b>
	Invoice	Date	Description	Amount
	2023-00000171	07/17/2022	07/17-08/16/22 SVC - TONNER GUARD SHACK	\$102.78
<b>78704</b>	08/03/2022		<b>FRONTIER</b>	<b>\$355.97</b>
	Invoice	Date	Description	Amount
	2023-00000172	07/19/2022	07/19-08/18/22 SVC - 23400 E FORK AZUSA 91702	\$81.55
	2023-00000173	07/16/2022	07/16-08/15/22 SVC - BREA CYN PUMP STN	\$82.78
	2023-00000174	07/16/2022	07/16-08/15/22 SVC - PH AUTO PLAZA	\$191.64
<b>78705</b>	08/03/2022		<b>SAN GABRIEL VALLEY WATER CO.</b>	<b>\$137.63</b>
	Invoice	Date	Description	Amount
	2023-00000155	07/19/2022	06/15-07/18/22 SVC - 336 EL ENCANTO	\$137.63
<b>78706</b>	08/03/2022		<b>SOCALGAS</b>	<b>\$31.56</b>
	Invoice	Date	Description	Amount
	2023-00000153	07/20/2022	06/16-07/18/22 SVC - 1004 U FAIRWAY DR	\$15.78
	2023-00000154	07/20/2022	06/16-07/18/22 SVC - 610 S BREA CYN RD	\$15.78

**CITY OF INDUSTRY  
WELLS FARGO BANK  
August 11, 2022**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
<b>78707</b>	<b>08/03/2022</b>		<b>SOUTHERN CALIFORNIA EDISON</b>	<b>\$18,210.49</b>
	Invoice	Date	Description	Amount
	2023-00000156	07/19/2022	06/16-07/17/22 SVC - VARIOUS SITES	\$4,250.59
	2023-00000157	07/18/2022	06/16-07/17/22 SVC - VARIOUS SITES	\$10,699.76
	2023-00000158	07/22/2022	06/22-07/21/22 SVC - 575 BREA CYN RD	\$17.78
	2023-00000159	07/22/2022	06/22-07/21/22 SVC - 580 BREA CYN	\$16.61
	2023-00000160	07/22/2022	06/22-07/21/22 SVC - 1007 LAWSON ST TC1	\$67.10
	2023-00000161	07/18/2022	06/16-07/17/22 SVC - 17635 GALE AVE	\$206.83
	2023-00000162	07/18/2022	06/16-07/17/22 SVC - 1023 U FAIRWAY DR PED	\$116.26
	2023-00000163	07/18/2022	06/16-07/17/22 SVC - 15718 RAUSCH RD	\$204.12
	2023-00000164	07/18/2022	06/16-07/17/22 SVC - 1341 FULLERTON RD	\$155.50
	2023-00000165	07/18/2022	06/13-07/17/22 SVC - VARIOUS SITES	\$1,439.76
	2023-00000166	07/18/2022	06/16-07/17/22 SVC - VARIOUS SITES	\$65.48
	2023-00000167	07/18/2022	06/16-07/17/22 SVC - PECK RD S/O PELISIER	\$33.82
	2023-00000168	07/22/2022	06/22-07/21/22 SVC - 21380 VALLEY PED	\$13.01
	2023-00000169	07/21/2022	06/21-07/20/22 SVC - VARIOUS SITES	\$71.26
	2023-00000170	07/22/2022	06/03-07/21/22 SVC - VARIOUS VALLEY SITES	\$852.61
<b>78708</b>	<b>08/03/2022</b>		<b>SPARKLETTS</b>	<b>\$250.70</b>
	Invoice	Date	Description	Amount
	21654939 072922	07/29/2022	WATER DELIVERY	\$250.70
<b>78709</b>	<b>08/11/2022</b>		<b>ADVANTEC CONSULTING</b>	<b>\$12,975.00</b>
	Invoice	Date	Description	Amount
	9803-0230-02	07/26/2022	INTELLIGENT TRANSPORTATION SYSTEM	\$12,975.00

**CITY OF INDUSTRY  
WELLS FARGO BANK  
August 11, 2022**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
78710	08/11/2022		AL'S MECHANICAL INC.	\$5,350.00
	Invoice	Date	Description	Amount
	3230	07/19/2022	REPAIR KITCHEN REFRIGERATOR-EL ENCANTO	\$5,350.00
78711	08/11/2022		BANK OF AMERICA - ACCOUNT	\$29,799.63
	Invoice	Date	Description	Amount
	0014394393	07/15/2022	ACCOUNT ANALYSIS	\$29,799.63
78712	08/11/2022		BAVCO	\$1,927.47
	Invoice	Date	Description	Amount
	169014	07/22/2022	BACKFLOW APPARATUS MATERIALS	\$1,927.47
78713	08/11/2022		BEAR ELECTRICAL SOLUTIONS, INC	\$171,188.94
	Invoice	Date	Description	Amount
	#4CITY-1465	08/01/2022	CITYWIDE STREETLIGHT LED UPGRADES	\$180,198.90
78714	08/11/2022		BENE MADRE LLC	\$620.00
	Invoice	Date	Description	Amount
	31742	08/01/2022	REIMBURSEMENT #5 FOR CLAIM #602727	\$310.00
	31720	07/08/2022	REIMBURSEMENT #4 FOR CLAIM #602727	\$310.00
78715	08/11/2022		BENJAMIN A ROMERO II	\$4,072.36
	Invoice	Date	Description	Amount
	15625052	07/02/2022	REPAIR DOOR-IBC	\$295.73
	15625050	07/02/2022	RELOCATE DESKS TO HATCHER WAREHOUSE	\$440.00
	15625046	07/01/2022	MAINT TO CURB AT 15125 PROCTOR AVE	\$3,336.63

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Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
78716	08/11/2022		BLAKE AIR CONDITIONING COMPANY	\$939.84
	Invoice	Date	Description	Amount
	62101	07/13/2022	REPAIR LEAK-EL ENCANTO	\$441.00
	62072	07/08/2022	REPLACE BLOWER MOTOR-CITY HALL	\$291.84
	62091	07/12/2022	A/C REPAIR-EL ENCANTO	\$207.00
78717	08/11/2022		CALIFORNIA MUNICIPAL STATISTICS,	\$550.00
	Invoice	Date	Description	Amount
	22072909	07/29/2022	DIRECT & OVERLAPPING DEBT STMT 6/30/22	\$550.00
78718	08/11/2022		CARLYLE ALEXANDER JOHNSTON	\$3,825.00
	Invoice	Date	Description	Amount
	1	07/31/2022	ORGANICS PROCESSING WORK PLAN	\$3,825.00
78719	08/11/2022		CASC ENGINEERING AND	\$1,452.50
	Invoice	Date	Description	Amount
	46722	06/30/2022	NPDES CONSULTING-COI	\$1,452.50
78720	08/11/2022		CINTAS CORPORATION LOC 693	\$451.99
	Invoice	Date	Description	Amount
	4126271362	07/25/2022	DOOR MATS	\$297.61
	4125606104	07/18/2022	DOOR MATS	\$77.19
	4126292867	07/25/2022	DOOR MATS	\$77.19
78721	08/11/2022		CITY OF INDUSTRY	\$661.91

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Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	Invoice	Date	Description	Amount
	2022-00000069	06/30/2022	IH FUEL PUMP-CITY HALL VEHICLES	\$661.91
<b>78722</b>	08/11/2022		<b>CITY OF INDUSTRY-PAYROLL ACCT</b>	<b>\$150,000.00</b>
	Invoice	Date	Description	Amount
	PR P/E 7/22/22	07/27/2022	REPLENISH PAYROLL FOR P/E 7/22/22	\$150,000.00
<b>78723</b>	08/11/2022		<b>CNC ENGINEERING</b>	<b>\$218,921.25</b>
	Invoice	Date	Description	Amount
	505851	07/28/2022	DESIGN-BUILD FOR SOLAR CARPORT CANOPY	\$630.00
	505852	07/28/2022	SITE PLAN FOR COUNTY SHERIFF TRAILER	\$7,890.00
	505853	07/28/2022	EL ENCANTO IMPROVEMENTS	\$645.00
	505854	07/28/2022	KELLA AVE STORM DRAIN	\$7,802.50
	505855	07/28/2022	FULLERTON RD PCC	\$1,905.00
	505856	07/28/2022	GALE AVE REALIGNMENT	\$4,480.00
	505857	07/28/2022	RESURFACING OF DON JULIAN RD	\$1,290.00
	505858	07/28/2022	WALNUT DR NORTH WIDENING	\$1,550.00
	505859	07/28/2022	PRELIMINARY DESIGN OF EW BICYCLE PATH	\$1,655.00
	505860	07/28/2022	GENERAL ENG-710 EPPERSON	\$410.00
	505861	07/28/2022	GENERAL ENG 7/11-7/27/22	\$740.00
	505862	07/28/2022	GENERAL ENG SVC-COUNTER SERVICE	\$2,762.50
	505863	07/28/2022	GENERAL ENG SVC-TRAFFIC	\$7,722.50
	505864	07/28/2022	GENERAL ENG SVC-PLAN APPROVAL	\$15,675.00
	505865	07/28/2022	GENERAL ENG SVC-PERMITS	\$25,230.00
	505866	07/28/2022	GENERAL ENG-20701 E CURRIER RD	\$525.00
	505867	07/28/2022	ARENTH AVE STREET IMPROVEMENT	\$19,965.00



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Check	Date	Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>			
505868	07/28/2022	RESURFACING VALLEY BLVD	\$165.00
505869	07/28/2022	GENERAL ENG 7/11-7/24/22	\$81,620.00
505870	07/28/2022	TONNER CYN PROPERTY	\$175.00
505871	07/28/2022	REPLACEMENT OF STEEL WATERLINE-BREA CREEK	\$3,510.00
505872	07/28/2022	COLIMA RD WIDENING	\$662.50
505873	07/28/2022	SALT LAKE AVE IMPROVEMENTS	\$3,570.00
505874	07/28/2022	INDUSTRY BUSINESS COUNCIL IMPROVEMENTS	\$4,915.00
505875	07/28/2022	15660 MAYOR DAVE WAY (YAL BLDG)	\$1,085.00
505876	07/28/2022	CITY HALL MAINT-ELEVATOR UPGRADES	\$535.00
505877	07/28/2022	CITY HALL MAINT	\$1,188.75
505878	07/28/2022	UPGRADES TO ELECTRONIC FREEWAY DISPLAY	\$4,250.00
505879	07/28/2022	HOMESTEAD MUSEUM IMPROVEMENTS	\$912.50
505880	07/28/2022	HOMESTEAD MUSEUM IMPROVEMENTS	\$295.00
505881	07/28/2022	STIMSON AVE CROSSING	\$5,255.00
505882	07/28/2022	FIRE DAMAGE REPAIR OF EV AND SOLAR ENERGY	\$7,305.00
505883	07/28/2022	METROLINK OPERATION AND MAINT-PARKING LOT	\$440.00
505885	07/28/2022	EL ENCANTO IMPROVEMENTS	\$540.00
505886	07/28/2022	SAN JOSE AVE RECONSTRUCTION	\$1,620.00
<b>78724</b>	<b>08/11/2022</b>	<b>CNC ENGINEERING</b>	<b>\$73,910.26</b>
Invoice	Date	Description	Amount
505887	07/28/2022	INDUSTRY HILLS FUEL TANKS DISPENSING	\$2,288.75
505888	07/28/2022	605 FWY AND VALLEY BLVD INTERCHANGE	\$965.00
505889	07/28/2022	SIXTH AVE RECONSTRUCTION	\$410.00
505890	07/28/2022	HIGHWAY BRIDGE PROGRAM FUNDING	\$5,710.00
505891	07/28/2022	BRIDGE REHABILITATION-VALLEY BLVD	\$102.50

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Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
505892	07/28/2022	BRIDGE REHABILITATION-VALLEY BLVD	\$642.50
505893	07/28/2022	FISCAL YEAR BUDGET	\$3,167.50
505894	07/28/2022	ROWLAND ST RECONSTRUCTION	\$420.00
505895	07/28/2022	BIXBY DR PCC PAVEMENT	\$1,665.00
505896	07/28/2022	FOLLOW'S CAMP PROPERTY	\$1,615.00
505897	07/28/2022	NELSON AVE INTERSECTION	\$925.00
505898	07/28/2022	MAINT YARD AT 1123 HATCHER AVE	\$1,017.50
505899	07/28/2022	CARTEGRAPH MGMT	\$9,065.00
505900	07/28/2022	PLANETBIDS IMPLEMENTATION & MGMT	\$110.00
505901	07/28/2022	HOMESTEAD MUSEUM UPGRADES	\$470.00
505902	07/28/2022	LEMON AVE QUIET ZONE	\$102.50
505903	07/28/2022	GRAND AVE RECONSTRUCTION	\$615.00
505904	07/28/2022	CITYWIDE STREET LIGHT LED UPGRADES	\$3,175.00
505905	07/28/2022	ANNUAL PAVEMENT REHABILITATION	\$770.00
505906	07/28/2022	ADA COMPLIANCE ON PUBLIC RIGHT OF WAY	\$2,800.00
505907	07/28/2022	ADA COMPLIANCE FOR FACILITIES	\$6,330.00
505908	07/28/2022	15710-15718 RAUSCH RD BLDG IMPROVEMENT	\$1,120.00
505909	07/28/2022	RAUSCH RD SIDEWALK AND PARKING LOT	\$2,205.00
505910	07/28/2022	DEL VALLE AND HILL ST STORM DRAIN	\$3,395.00
505911	07/28/2022	ANNUAL PAVEMENT REHABILITATION	\$11,465.00
505912	07/28/2022	ANNUAL SLURRY SEAL PROJECT	\$2,145.00
505913	07/28/2022	CITYWIDE SIGNING & STRIPING IMPROVEMENTS	\$6,325.00
505914	07/28/2022	21/22 STREET LIGHT BANNER INSTALLATION	\$914.01
505916	07/28/2022	SNOW CREEK STORM DRAIN	\$1,000.00
505917	07/28/2022	SR57/60 CONFLUENCE IMPROVEMENT	\$102.50
505918	07/28/2022	GRAND AVE BRIDGE WIDENING	\$2,135.00

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Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	505919	07/28/2022	ALAMEDA CORRIDOR EAST RELATED PROJECTS	\$430.00
	505920	07/28/2022	TURNBULL CYN RD GRADE SEPARATION	\$307.50
<b>78725</b>	08/11/2022		<b>COSTCO WHOLESALE</b>	<b>\$120.00</b>
	Invoice	Date	Description	Amount
	595503370	07/01/2022	BUSINESS EXECUTIVE MEMBERSHIP-ANNUAL FEE	\$120.00
<b>78726</b>	08/11/2022		<b>COUNTY OF LA - DEPT OF</b>	<b>\$9,617.84</b>
	Invoice	Date	Description	Amount
	221984A	07/07/2022	PEST CONTROL-TONNER CYN (FIRESTONE CAMP)	\$1,748.28
	221983A	07/07/2022	PEST CONTROL-TONNER CYN (FIRESTONE CAMP)	\$7,869.56
<b>78727</b>	08/11/2022		<b>COUNTY OF LA - DEPT OF</b>	<b>\$28,588.58</b>
	Invoice	Date	Description	Amount
	221985A	07/07/2022	PEST CONTROL-TRES HERMANOS	\$52.15
	221986A	07/07/2022	WEED ABATEMENT-TRES HERMANOS	\$28,536.43
<b>78728</b>	08/11/2022		<b>DAPEER, ROSENBLIT, AND LITVAK,</b>	<b>\$1,534.50</b>
	Invoice	Date	Description	Amount
	20428	06/30/2022	GENERAL CODE ENFORCEMENT-JUN 2022	\$1,424.50
	20429	06/30/2022	SPECIALED LEGAL SVC-JUN 2022	\$110.00
<b>78729</b>	08/11/2022		<b>DEPT OF ANIMAL CARE &amp; CONTROL</b>	<b>\$3,536.62</b>
	Invoice	Date	Description	Amount
	7/25/2022	07/25/2022	SHELTER COST-JUN 2022	\$3,536.62
<b>78730</b>	08/11/2022		<b>DOCUSIGN, INC.</b>	<b>\$2,760.00</b>

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Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	Invoice	Date	Description	Amount
	INV34065672	06/16/2022	E-SIGNATURE BUSINESS PRO EDITION SVC	\$2,760.00
<b>78731</b>	08/11/2022		<b>ELECTRA-MEDIA, INC</b>	<b>\$13,636.30</b>
	Invoice	Date	Description	Amount
	#3CITY-1467	08/01/2022	PUENTE HILLS AUTO CENTER PYLON SIGN UPGRADE	\$14,354.00
<b>78732</b>	08/11/2022		<b>FEDERAL EXPRESS CORP.</b>	<b>\$75.01</b>
	Invoice	Date	Description	Amount
	7-819-88927	07/15/2022	MESSENGER SVC	\$31.58
	7-827-21843	07/22/2022	MESSENGER SVC	\$43.43
<b>78733</b>	08/11/2022		<b>FIRETEAM ONE, INC.</b>	<b>\$8,327.55</b>
	Invoice	Date	Description	Amount
	13410	06/30/2022	FIRE EXTINGUISHER INSPECTION-IBC	\$1,703.10
	13409	06/30/2022	FIRE EXTINGUISHER INSPECTION-CITY HALL	\$3,015.60
	13412	07/01/2022	FIRE EXTINGUISHER INSPECTION-1123 HATCHER	\$3,608.85
<b>78734</b>	08/11/2022		<b>GROUP C MEDIA, INC.</b>	<b>\$5,500.00</b>
	Invoice	Date	Description	Amount
	33484	07/20/2022	AD FOR BUSINESS FACILITIES	\$5,500.00
<b>78735</b>	08/11/2022		<b>HDL COREN &amp; CONE</b>	<b>\$2,870.45</b>
	Invoice	Date	Description	Amount
	SIN019940	07/18/2022	CONTRACT SVC-PROP TAX (JUL-SEP 2022)	\$2,870.45

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Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
78736	08/11/2022		HENRY AGUILAR	\$180.00
	Invoice	Date	Description	Amount
	3	07/14/2022	ADMIN HEARING OFFICER-CITATION APPEALS	\$180.00
78737	08/11/2022		INDUSTRY SECURITY SERVICES	\$95,983.52
	Invoice	Date	Description	Amount
	14-26603	07/15/2022	SECURITY SVC-VARIOUS CITY SITES	\$21,459.30
	14-26602	07/15/2022	SECURITY SVC 7/8-7/14/22	\$9,735.56
	14-26576	07/08/2022	SECURITY SVC-VARIOUS CITY SITES	\$22,891.80
	14-26572	07/08/2022	SECURITY SVC 7/1-7/7/22	\$10,666.64
	14-26623	07/22/2022	SECURITY SVC-VARIOUS CITY SITES	\$21,241.62
	14-26620	07/22/2022	SECURITY SVC 7/15-7/21/22	\$9,988.60
78738	08/11/2022		INDUSTRY SHERIFF'S YOUTH	\$50,000.00
	Invoice	Date	Description	Amount
	02/24/2022	02/24/2022	SPONSORSHIP-YAL 29TH ANNUAL GOLF CLASSIC	\$50,000.00
78739	08/11/2022		INTERIOR IMAGES, INC.	\$558.40
	Invoice	Date	Description	Amount
	3070	02/18/2022	INTERIOR DESIGN-EL ENCANTO FACILITY	\$558.40
78740	08/11/2022		JEFF PARRIOTT PHOTOGRAPHIC	\$3,669.17
	Invoice	Date	Description	Amount
	COI0722	08/01/2022	PROF SVC-HOMESTEAD	\$3,669.17
78741	08/11/2022		JOE A. GONSALVES & SON	\$10,000.00

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Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	Invoice	Date	Description	Amount
	160009	07/15/2022	LEGISLATIVE SVC-JUL 2022	\$10,000.00
<b>78742</b>	08/11/2022		<b>KEENAN AND ASSOCIATES</b>	<b>\$7,810.00</b>
	Invoice	Date	Description	Amount
	277615	07/13/2022	P & L CLAIMS ADMIN FEE APR-JUN 2022	\$7,810.00
<b>78743</b>	08/11/2022		<b>KONICA MINOLTA</b>	<b>\$303.50</b>
	Invoice	Date	Description	Amount
	9008729671	07/15/2022	COPY MACHINE MAINT 7/15-10/14/22-HOMESTEAD	\$303.50
<b>78744</b>	08/11/2022		<b>L A COUNTY DEPT OF PUBLIC</b>	<b>\$19,353.14</b>
	Invoice	Date	Description	Amount
	IN220001057	07/18/2022	ACCIDENT-HAMBLEDON AVE @ VALLEY BLVD	\$1,226.22
	IN220001049	07/18/2022	ACCIDENT-AZUSA AVE @ TEMPLE AVE	\$15,679.21
	IN220001043	07/18/2022	ACCIDENT-CALIFORNIA AVE @ NELSON AVE	\$2,256.74
	IN220001058	07/18/2022	ACCIDENT-AMAR RD @ ECHELON AVE	\$190.97
<b>78745</b>	08/11/2022		<b>L A COUNTY DEPT OF PUBLIC</b>	<b>\$63,690.40</b>
	Invoice	Date	Description	Amount
	IN220001041	07/11/2022	BLDG & SAFETY-ONE STOP SHOP FOR MAY 2022	\$63,690.40
<b>78746</b>	08/11/2022		<b>L A COUNTY SHERIFF'S</b>	<b>\$988,489.75</b>
	Invoice	Date	Description	Amount
	223655LL	07/21/2022	SPECIAL EVENT-DIRECTED PATROL	\$51,735.69
	223731LL	07/21/2022	HELICOPTER SVC-JUN 2022	\$2,496.71

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Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	223591LL	07/15/2022	SHERIFF CONTRACT-JUN 2022	\$934,257.35
<b>78747</b>	08/11/2022		<b>LA PUENTE VALLEY COUNTY</b>	<b>\$287.98</b>
	Invoice	Date	Description	Amount
	BS;07/22	07/21/2022	WATER MONITORING-BOY SCOUTS RESERVE	\$287.98
<b>78748</b>	08/11/2022		<b>LEIGHTON CONSULTING INC</b>	<b>\$8,825.26</b>
	Invoice	Date	Description	Amount
	51944	07/27/2022	TESTING/INSPECTION SLURRY SEAL FY 21/22	\$8,825.26
<b>78749</b>	08/11/2022		<b>LOCKS PLUS, INC.</b>	<b>\$168.63</b>
	Invoice	Date	Description	Amount
	25290	07/21/2022	DUPLICATE KEYS AND LOCKS	\$168.63
<b>78750</b>	08/11/2022		<b>MELVYN GREEN &amp; ASSOCIATES, INC.</b>	<b>\$4,950.00</b>
	Invoice	Date	Description	Amount
	14400	07/28/2022	PROF SVC-HOMESTEAD	\$2,475.00
	14400-A	07/28/2022	PROF SVC-HOMESTEAD	\$2,475.00
<b>78751</b>	08/11/2022		<b>MR PLANT &amp; INTERIOR BOTANICAL</b>	<b>\$850.00</b>
	Invoice	Date	Description	Amount
	AUG 18618	08/01/2022	PLANT MAINT-AUG 2022	\$850.00
<b>78752</b>	08/11/2022		<b>MX GRAPHICS, INC.</b>	<b>\$1,362.12</b>
	Invoice	Date	Description	Amount
	26329	07/28/2022	BLUEPRINT SVC-MP 20 17 3	\$131.40



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CITY.WF.CHK - City General Wells Fargo				
	26249	07/20/2022	LINE SCANNING-JN 6201	\$1,230.72
<b>78753</b>	08/11/2022		<b>NEXTIVA, INC.</b>	<b>\$1,808.36</b>
	Invoice	Date	Description	Amount
	54048142588	07/28/2022	CITY HALL PHONE SVC	\$1,808.36
<b>78754</b>	08/11/2022		<b>NEXUSTEK</b>	<b>\$3,312.30</b>
	Invoice	Date	Description	Amount
	274354	07/21/2022	SERVICE CALL-LASERFICHE	\$3,312.30
<b>78755</b>	08/11/2022		<b>NICHOLS CONSULTING ENGINEERS,</b>	<b>\$5,205.00</b>
	Invoice	Date	Description	Amount
	1191013003	07/26/2022	DATA COLLECTION-PAVEMENT PLAN	\$5,205.00
<b>78756</b>	08/11/2022		<b>PASTPERFECT SOFTWARE, INC.</b>	<b>\$1,210.00</b>
	Invoice	Date	Description	Amount
	2022PPO-35301	07/25/2022	ANNUAL SUPPORT RENEWAL-HOMESTEAD	\$1,210.00
<b>78757</b>	08/11/2022		<b>PLACEWORKS</b>	<b>\$40,231.11</b>
	Invoice	Date	Description	Amount
	78899	06/30/2022	HOUSING ELEMENT SVC	\$3,965.00
	78917	06/30/2022	15010 DON JULIAN RD	\$13,633.58
	78916	06/30/2022	18558 GALE AVE, STE 122-128	\$16,274.10
	78939	06/30/2022	2500 PELLISIER PLACE	\$6,358.43
<b>78758</b>	08/11/2022		<b>PRINCE GLOBAL SOLUTIONS, LLC</b>	<b>\$5,000.00</b>

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Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	Invoice	Date	Description	Amount
	040	07/11/2022	FEDERAL ADVOCACY-JUN 2022	\$5,000.00
<b>78759</b>	08/11/2022		<b>R.J. NOBLE COMPANY</b>	<b>\$17,465.27</b>
	Invoice	Date	Description	Amount
	#4CITY-1463	07/01/2022	RESURFACING VALLEY BLVD	\$18,384.50
<b>78760</b>	08/11/2022		<b>BANNER BANK</b>	<b>\$919.23</b>
	Invoice	Date	Description	Amount
	#4CITY-1463-R	08/01/2022	RETENTION-RESURFACING VALLEY BLVD	\$919.23
<b>78761</b>	08/11/2022		<b>RICOH USA, INC.</b>	<b>\$587.97</b>
	Invoice	Date	Description	Amount
	50665066273	07/08/2022	METER READING-VARIOUS	\$289.15
	5065091008	07/12/2022	METER READING-TREASURY	\$9.46
	36803187	07/15/2022	COPIER LEASE-ENGINEERING	\$289.36
<b>78762</b>	08/11/2022		<b>RICOH USA, INC.</b>	<b>\$3,509.50</b>
	Invoice	Date	Description	Amount
	76882657	07/09/2022	COPIER LEASE-VARIOUS	\$858.76
	76872392	07/09/2022	COPIER LEASE-VARIOUS	\$2,650.74
<b>78763</b>	08/11/2022		<b>RIOS ORGANICS RECOVERY</b>	<b>\$150.00</b>
	Invoice	Date	Description	Amount
	8/1/2022	08/01/2022	REFUND-OVERPAYMENT ON ANNUAL COLLECTOR	\$150.00

**CITY OF INDUSTRY  
WELLS FARGO BANK  
August 11, 2022**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
78764	08/11/2022		ROWLAND WATER DISTRICT	\$4,959.04
	Invoice	Date	Description	Amount
	I-06302022-C	09/30/2022	NOGALES DEWATERING BOOSTER STATION	\$4,959.04
78765	08/11/2022		SAGE ENVIRONMENTAL GROUP	\$14,820.00
	Invoice	Date	Description	Amount
	2025	06/16/2022	BIOLOGICAL SVC-VARIOUS SITES	\$14,820.00
78766	08/11/2022		SAN GABRIEL VALLEY	\$15,360.00
	Invoice	Date	Description	Amount
	20220728COI	07/28/2022	LANDSCAPE SVC-JULY 2022	\$15,360.00
78767	08/11/2022		SATSUMA LANDSCAPE & MAINT.	\$143,981.50
	Invoice	Date	Description	Amount
	0722CH	07/26/2022	LANDSCAPE SVC-CIVIC FINANCIAL CENTER	\$50,904.64
	0722TA	07/26/2022	LANDSCAPE SVC-TEMPLE & AZUSA	\$30,536.16
	0722XROADS	07/26/2022	LANDSCAPE SVC-CROSSROADS PKY NORTH &	\$35,554.11
	0722EC	07/26/2022	LANDSCAPE SVC-EXPO CENTER	\$26,986.59
78768	08/11/2022		SIERRA WATER GROUP, INC.	\$9,761.25
	Invoice	Date	Description	Amount
	7/20/2022	07/20/2022	VALUATION OF WATER RIGHTS	\$9,761.25
78769	08/11/2022		SO CAL INDUSTRIES	\$195.89
	Invoice	Date	Description	Amount
	578559	07/20/2022	RR RENTAL-TONNER CYN/57FWY	\$195.89

**CITY OF INDUSTRY  
WELLS FARGO BANK  
August 11, 2022**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
<b>78770</b>	08/11/2022		<b>SPECIAL T WATER SYSTEMS, INC.</b>	<b>\$225.00</b>
	Invoice	Date	Description	Amount
	207747	07/15/2022	SERVICE CALL-EL ENCANTO	\$225.00
<b>78771</b>	08/11/2022		<b>SQUARE ROOT GOLF &amp; LANDSCAPE,</b>	<b>\$182,205.46</b>
	Invoice	Date	Description	Amount
	1621ELHM	07/25/2022	LANDSCAPE SVC-HOMESTEAD	\$22,372.77
	1623ELHM	07/25/2022	LANDSCAPE SVC-EL ENCANTO	\$10,863.94
	1624H-1	07/25/2022	GRAFFITI REMOVAL	\$2,348.20
	1624H-2	07/25/2022	SIGN REPAIR AND INSTALLATION	\$4,254.38
	1624H	07/25/2022	LANDSCAPE SVC-VARIOUS CITY SITES	\$133,652.36
	1622ELHM	07/25/2022	LANDSCAPE SVC-VARIOUS CITY SITES	\$8,713.81
<b>78772</b>	08/11/2022		<b>STAPLES BUSINESS ADVANTAGE</b>	<b>\$498.20</b>
	Invoice	Date	Description	Amount
	8066839837	07/09/2022	OFFICE SUPPLIES	\$455.46
	8066910691	07/16/2022	OFFICE SUPPLIES	\$42.74
<b>78773</b>	08/11/2022		<b>SUNSYSTEM TECHNOLOGY</b>	<b>\$2,680.65</b>
	Invoice	Date	Description	Amount
	078349	07/02/2022	TROUBLESHOOT-METRO SOLAR	\$2,680.65
<b>78774</b>	08/11/2022		<b>SUPERIOR COURT OF CA-LA</b>	<b>\$3,957.50</b>
	Invoice	Date	Description	Amount
	JUNE 2022	07/26/2022	PARKING CITATIONS REPORT- JUNE 2022	\$3,957.50

**CITY OF INDUSTRY  
WELLS FARGO BANK  
August 11, 2022**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
<b>78775</b>	08/11/2022		<b>SYNCHRONY BANK/AMAZON</b>	<b>\$1,921.66</b>
	Invoice	Date	Description	Amount
	544733788548	06/09/2022	OFFICE SUPPLIES	\$92.42
	934655459478	06/09/2022	OFFICE SUPPLIES	\$25.10
	933849655658	06/10/2022	OFFICE SUPPLIES	\$14.14
	87578777464	06/10/2022	OFFICE SUPPLIES	\$53.11
	574768635888	07/01/2022	HP PRINTER-HOMESTEAD	\$1,538.90
	739759584774	07/01/2022	WARRANTY FOR HP PRINTER-HOMESTEAD	\$197.99
<b>78776</b>	08/11/2022		<b>THE TECHNOLOGY DEPOT</b>	<b>\$1,239.60</b>
	Invoice	Date	Description	Amount
	19129	07/01/2022	CLOUD CONNECT MIVOICE-SHERIFF'S BLDG	\$287.25
	19260	07/20/2022	VEEAM DESKTOP/LAPTOP BACKUP	\$417.00
	19130	07/01/2022	VITA KASEYA-AUG 2022	\$535.35
<b>78777</b>	08/11/2022		<b>VALLEY POWER SYSTEMS, INC.</b>	<b>\$725.00</b>
	Invoice	Date	Description	Amount
	R68427	05/24/2022	MONTHLY GENERATOR INSPECTION-CITY HALL	\$725.00
<b>78778</b>	08/11/2022		<b>VALLEY VISTA SERVICES, INC</b>	<b>\$1,309.91</b>
	Invoice	Date	Description	Amount
	4873838	06/30/2022	DISP SVC-CITY RESIDENTS	\$1,309.91
<b>78779</b>	08/11/2022		<b>WEST COAST ARBORISTS, INC.</b>	<b>\$146,922.00</b>
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY  
WELLS FARGO BANK  
August 11, 2022**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
1-8191	07/28/2022		TREE INSPECTION-HOMESTEAD	\$1,280.00
1-8158	07/18/2022		TREE INSPECTION-HOMESTEAD	\$1,280.00
188274	07/15/2022		STREET TREES-PUBLIC ROW	\$144,362.00
<b>78780</b>	<b>08/11/2022</b>		<b>WILLDAN ENGINEERING</b>	<b>\$6,921.50</b>
Invoice	Date	Description	Amount	
00623566	04/18/2022	ENG SVC-NELSON/PUENTE AVE	\$6,921.50	
<b>78781</b>	<b>08/11/2022</b>		<b>WILLIAM OHANESIAN JR</b>	<b>\$250.00</b>
Invoice	Date	Description	Amount	
PPAW02023	08/02/2022	FILM SCREENING-HOMESTEAD ON 8/27/22	\$250.00	

Checks	Status	Count	Transaction Amount
	Total	92	\$3,606,398.16

*CITY COUNCIL*

ITEM NO. 6.2



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

The Regular Meeting of the City Council of the City of Industry, California, was called to order by Mayor Cory C. Moss at 9:00 a.m., in the City of Industry Council Chamber, 15651 Mayor Dave Way, California and telephonically using Conference Call Number, 657-204-3264, Conference ID: 831 398 069#.

**FLAG SALUTE**

The flag salute was led by Mayor Cory C. Moss.

**ROLL CALL**

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

STAFF PRESENT: Josh Nelson, City Manager; Bing Hyun, Assistant City Manager; Sam Pedroza, Assistant City Manager; Jamie M. Casso, City Attorney; and Julie Robles, City Clerk.

**PUBLIC COMMENTS**

Stephanie Nava-Angeles, Program Manager, with Water Education for Latino Leaders (WELL) came to invite the Council to an event on June 10-11, 2022. This event is regarding water recycling and the top public policy issues affecting our state. The issues include the delivery of water, initiatives, the impact of climate change and to share strategies and programs to help offset the cost of rising water prices.

Robert Gonzales Mayor of Azusa, and Valerie Munoz Mayor Pro Tem from the City of La Puente, each representing the San Gabriel Basin Water Quality Authority, came and spoke about the basin cleanup and the federal grants that are being issued. They also extended their invitation to the 2022 Southern California Conference in Pico Rivera, CA on June 10 – 11. They left flyers for the event.

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CITY COUNCIL REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
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Mike Greenspan and Armando Herman each spoke for three minutes about their first amendment freedom of speech rights, to include the tolerance of all unpleasant forms of speech. They spoke about their opposition to government policies/leadership and provided documents for the record.

**CONSENT CALENDAR**

Mike Greenspan and Armando Herman each spoke for three minutes in opposition of the Consent Calendar.

Council Member Ruggles asked for a staff report on Consent Calendar, Item 5.7.

**5.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR MAY 26, 2022**

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

**5.2 CONSIDERATION OF THE MINUTES OF THE MAY 27, 2021 REGULAR MEETING, FEBRUARY 24, 2022 REGULAR MEETING, AND THE APRIL 14, 2022 REGULAR MEETING**

*RECOMMENDED ACTION:* *Approve as submitted.*

**5.3 CONSIDERATION OF RESOLUTION NO. CC 2022-16 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO THE CITY OF LA PUENTE IN THE AMOUNT OF FORTY THOUSAND DOLLARS (\$40,000.00) FOR THE ANNUAL FORTUNATO JIMENEZ INDEPENDENCE DAY CELEBRATION**

*RECOMMENDED ACTION:* *Adopt Resolution No. CC 2022-16.*

**5.4 CONSIDERATION OF RESOLUTION NO. CC 2022-20 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO MEGAN'S WINGS, INC., IN THE AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) FOR THE CORPORATE PROGRAM PARTNERSHIP**

*RECOMMENDED ACTION:* *Adopt Resolution No. CC 2022-20.*

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CITY COUNCIL REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
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**5.5 CONSIDERATION OF RESOLUTION NO. CC 2022-21 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, NAMING GALE AVENUE RESURFACING, FIELDGATE AVENUE TO AZUSA AVENUE AS AN SB 1 PROJECT FOR FISCAL YEAR 2022-2023**

*RECOMMENDED ACTION:*  
21.

*Adopt Resolution No. CC 2022-*

**5.6 CONSIDERATION OF APPLICATIONS FROM THE FOLLOWING ORGANIZATIONS TO SELL SAFE AND SANE FIREWORKS IN THE CITY: CATHEDRAL HIGH SCHOOL, CORY LIDLE FOUNDATION, COVINA HIGH TRACK BOOSTERS, DAVION MICHAEL BROWN FOUNDATION, HIGH IMPACT TRAINING 626, INDUSTRY LA PUENTE MUSIC BOOSTERS, KIWANIS OF HACIENDA HEIGHTS, KNIGHTS OF COLUMBUS MSGR MULCAHY COUNCIL 16034, LA PUENTE HIGH SCHOOL ATHLETICS, LOS ALTOS QUARTERBACK CLUB, NORTHVIEW HIGH SCHOOL BASEBALL BOOSTERS, ROWLAND HIGH SCHOOL RAIDER HUDDLE CLUB, SHINING LIGHT MINISTRIES, THE CALIFORNIA ALLIANCE FOR FAMILY JUSTICE, AND THE JENNIFER LENIHAN MEMORIAL SCHOLARSHIP FOUNDATION**

*RECOMMENDED ACTION:*  
*sell safe and sane fireworks beginning June 28, 2022 and ending July 5, 2022 as conditioned.*

*Approve the list of applicants to*

**5.7 CONSIDERATION OF AUTHORIZATION TO ADVERTISE FOR PUBLIC BIDS FOR CONTRACT NO. CITY-1439, SAN JOSE RECONSTRUCTION FROM 500 FEET WEST OF NOGALES STREET TO 500 FEET WEST OF CHARLIE ROAD, FOR AN ESTIMATED COST OF \$2,640,000.00 (MP 08-09)**

*RECOMMENDED ACTION:*

*Approve the plans and*

*specifications and authorize the advertising of receipt of electronic bids.*

Senior Project Manager James Cramsie, from CNC Engineering provided a staff report and was available to answer any questions.

With regards to the Consent Calendar, Council Member Ruggles recused himself from voting on check number 78236 for Item 1 (Register of Demands) due to a potential or actual financial conflict of interest due to he is employed by Haddick's Auto Body

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CITY COUNCIL REGULAR MEETING MINUTES  
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MOTION BY MAYOR PRO TEM MARCUCCI, AND SECOND BY COUNCIL MEMBER GREUBEL THAT THE RECOMMENDATIONS BE ACCEPTED FOR THE REMAINING ITEMS LISTED ON THE CONSENT CALENDAR, WITH COUNCIL MEMBER RUGGLES RECUSING HIMSELF FROM CHECK NUMBER 78236 ON ITEM 1 (REGISTER OF DEMANDS). MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS: GREUBEL, RADECKI, RUGGLES,  
MPT/MARCUCCI, M/MOSS  
NOES: COUNCIL MEMBERS: NONE  
ABSENT COUNCIL MEMBERS: NONE  
ABSTAIN COUNCIL MEMBERS: NONE

Mayor Moss asked for a recess at 9:25 a.m.

Mayor Moss reconvened the meeting at 9:34 a.m.

**ACTION ITEMS**

Mike Greenspan and Armando Herman each spoke for three minutes in opposition of Action Item 6.1.

**6.1 CONSIDERATION OF THE SURRENDER OF DEVELOPMENT PLAN NO. 20-16, AND APPROVAL OF DEVELOPMENT PLAN NO. 21-06 FOR THE PROPOSED CONSTRUCTION TWO INDUSTRIAL BUILDINGS WITH A COLLECTIVE SQUARE FOOTAGE OF APPROXIMATELY 354,500 SQUARE-FEET, LOCATED AT 23000 AND 23020 GRAND CROSSING PARKWAY AT THE INDUSTRY BUSINESS CENTER SITE, AND ADOPTING AN ADDENDUM TO THE 2004 IBC EIR**

Contract Assistant Planner II, Nathalie Vasquez provided a staff report and was available to answer any questions.

**a. CONSIDERATION OF RESOLUTION NO.CC 2022-18 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ADOPTING AN ADDENDUM TO THE 2004 INDUSTRY BUSINESS CENTER ENVIRONMENTAL IMPACT REPORT (STATE CLEARINGHOUSE NO. 2003121086), FOR THE REVOCATION OF DEVELOPMENT PLAN NO. 20-16 AND THE PROPOSED CONSTRUCTION OF DEVELOPMENT PLAN NO. 21-06, TO ALLOW FOR THE DEVELOPMENT OF TWO INDUSTRIAL BUILDINGS WITH A COMBINED 354,500 SQUARE FEET OF INDUSTRIAL BUILDING SPACE ON A 23.81-ACRE PARCEL, AT**

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CITY COUNCIL REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
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**THE INDUSTRY BUSINESS CENTER PROJECT SITE, GENERALLY LOCATED SOUTH OF FERRERO PARKWAY AT GRAND AVENUE, IN THE CITY OF INDUSTRY**

*RECOMMENDED ACTION:*  
18.

*Adopt Resolution No. CC 2022-*

MOTION BY COUNCIL MEMBER GREUBEL, AND SECOND BY COUNCIL MEMBER RADECKI TO ADOPT RESOLUTION NO. CC 2022-18. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	GREUBEL, RADECKI, RUGGLES, MPT/MARCUCCI, M/MOSS
NOES:	COUNCIL MEMBERS:	NONE
ABSENT	COUNCIL MEMBERS:	NONE
ABSTAIN	COUNCIL MEMBERS:	NONE

**b. CONSIDERATION OF RESOLUTION NO. CC 2022-19 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ACCEPTING THE SURRENDER OF DEVELOPMENT PLAN NO. 20-16, AND APPROVING DEVELOPMENT PLAN NO. 21-06, TO ALLOW FOR THE DEVELOPMENT OF 145,080 SQUARE FOOT INDUSTRIAL BUILDING AND 209,420 SQUARE-FOOT INDUSTRIAL BUILDING AT THE PROPERTY LOCATED AT 23000 GRAND CROSSING PARKWAY AND 23020 GRAND CROSSING PARKWAY, INDUSTRY BUSINESS CENTER BUILDING NO. 8 AND BUILDING NO. 9, IN THE CITY OF INDUSTRY, CALIFORNIA**

*RECOMMENDED ACTION:*  
19.

*Adopt Resolution No. CC 2022-*

MOTION BY COUNCIL MEMBER GREUBEL, AND SECOND BY COUNCIL MEMBER RADECKI TO ADOPT RESOLUTION NO. CC 2022-19. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	GREUBEL, RADECKI, RUGGLES, MPT/MARCUCCI, M/MOSS
NOES:	COUNCIL MEMBERS:	NONE
ABSENT	COUNCIL MEMBERS:	NONE
ABSTAIN	COUNCIL MEMBERS:	NONE

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CITY COUNCIL REGULAR MEETING MINUTES  
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**CITY MANAGER REPORTS**

City Manager, Josh Nelson recommended casual dress for the summer starting after Memorial Day weekend if Mayor Moss agreed. Mayor Moss agreed on casual dress.

**AB 1234 REPORTS**

Mayor Moss mentioned that herself, Council Member Greubel and a few staff members attended the Contract Cities Annual Municipal Seminar from May 12<sup>th</sup> through the 15<sup>th</sup>. It was a good conference and Mayor Moss was able to renew her ethics requirement.

Sam Pedroza Assistant City Manager attended the ICSC (International Council of Shopping Centers) Conference along with 40,000 other attendees. It was a successful event and very interesting to observe.

**CITY COUNCIL COMMUNICATIONS**

There were none.

**CLOSED SESSION**

City Clerk Robles announced there was a need for Closed Session as follows:

Mike Greenspan and Armando Herman each spoke for three minutes in opposition of Closed Session.

- 10.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): one potential case
  
- 10.2 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION  
Pursuant to Government Code Section 54956.9(d)(1)  
Case: *Cabanlit v. Con-Way Freight, Inc., et al.*  
Superior Court of California, County of Los Angeles  
Case No. BC656364

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10.3 CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
Pursuant to Government Code Section 54956.8:

Property: 1560, 1576, 1580, 1590, 1600, 1620, and 1630 S. Azusa Ave., City of Industry, CA, 91744 also known as Assessor Parcel Numbers 8254-004-040, 8254-004-041, 8254-004-118, 8254-004-120, and 8254-004-121

Agency Negotiator: Josh Nelson, City Manager  
Negotiating Party: Newage PHM, LLC  
Under Negotiation: Price and Terms of Payment

10.4 CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
Pursuant to Government Code Section 54956.8:

Property: 15660 Mayor Dave Way, City of Industry, CA, 91744 also known as Assessor Parcel Number 8208-025-943

Agency Negotiator: Josh Nelson, City Manager  
Negotiating Party: Industry Sheriff's Station Youth Activities League  
Under Negotiation: Price and Terms of Payment

Mayor, Cory C. Moss, recessed the meeting into Closed Session at 10:04 a.m.

Mayor Moss reconvened the meeting at 12:22 p.m.

City Attorney Casso reported out of Closed Session. All members of the Council were present.

With regard to Closed Session Items 10.1, 10.2, 10.3, and 10.4, no reportable action. Nothing further to report at this time.

**ADJOURNMENT**

There being no further business, the City Council adjourned at 12:22 a.m.

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CORY C. MOSS  
MAYOR

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JULIE ROBLES  
CITY CLERK



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

The Regular Meeting of the City Council of the City of Industry, California, was called to order by Mayor Cory C. Moss at 9:00 a.m., in the City of Industry Council Chamber, 15651 Mayor Dave Way, California and telephonically using Conference Call Number, 657-204-3264, Conference ID: 482 936 973#.

**FLAG SALUTE**

The flag salute was led by Mayor Cory C. Moss.

**ROLL CALL**

PRESENT: Cory C. Moss, Mayor  
Cathy Marcucci, Mayor Pro Tem - Telephonically  
Michael Greubel, Council Member  
Mark Radecki, Council Member  
Newell W. Ruggles, Council Member

STAFF PRESENT: Josh Nelson, City Manager; Bing Hyun, Assistant City Manager; Bianca Sparks, Assistant City Attorney; and Julie Robles, City Clerk.

Mayor Moss first acknowledged Brandon Wong in the audience who represents Governor Gavin Newson's office. Mr. Wong spoke a few words in support of the Council.

Also in the audience was Kyle Miller representing State Senator Bob Archuleta's office. Mr. Miller spoke on how excited he was to be here and to now be representing the City of Industry.

**PROCLAMATION DECLARING JUNE PRIDE MONTH** – Mayor Moss declared the month of June as “June Pride Month” and introduced the current President of the San Gabriel Valley LGBTQ Center, Camila Camaleon, spoke a few words about the organization and what it stands for and acknowledged the support from the City of Industry. Mayor Moss presented a Proclamation and pictures were taken.

**PUBLIC COMMENTS**

Mike Greenspan and Armando Herman each spoke for three minutes about their first amendment freedom of speech rights, to include the tolerance of all unpleasant forms of

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CITY COUNCIL REGULAR MEETING MINUTES  
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speech. They spoke about their opposition to government policies/leadership and provided documents for the record.

**CONSENT CALENDAR**

Mike Greenspan and Armando Herman each spoke for three minutes in opposition of the Consent Calendar.

Mayor Moss pulled Item No. 6.8, due to it not being ready. It will come back at a future meeting.

Council Member Ruggles asked for a staff report on Consent Calendar Items 6.7, 6.9, 6.11, and 6.12.

**6.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR JUNE 9, 2022**

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

**6.2 CONSIDERATION OF THE MINUTES OF THE APRIL 28, 2022 REGULAR MEETING AND THE MAY 10, 2022 SPECIAL MEETING**

*RECOMMENDED ACTION:* *Approve as submitted.*

**6.3 CONSIDERATION OF MATTERS RELATED TO THE COVID-19 PANDEMIC:**

**a. CONSIDERATION OF AN AMENDED AND RESTATED PROCLAMATION AND ORDER OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, PROCLAIMING EXISTENCE OF A LOCAL EMERGENCY**

**b. CONSIDERATION OF RESOLUTION NO. CC 2022-29 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY CONTINUING THE AUTHORIZATION OF REMOTE TELECONFERENCE MEETINGS PURSUANT TO AB 361**

*RECOMMENDED ACTION:* *Adopt the Amended and Restated Proclamation proclaiming existence of a local emergency, and adopt Resolution No. CC 2022-29, authorizing the continuance of remote teleconferencing meetings pursuant to AB 361.*

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CITY COUNCIL REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
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**6.4 CONSIDERATION OF RESOLUTION NO. CC 2022-22 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING AND ESTABLISHING THE FISCAL YEAR 2022-2023 APPROPRIATIONS LIMIT AND SELECTING THE GROWTH IN CALIFORNIA PER CAPITA INCOME AND COUNTY POPULATION GROWTH ADJUSTMENT FACTORS FOR THE CITY PURSUANT TO ARTICLE XIII B OF THE CALIFORNIA CONSTITUTION**

*RECOMMENDED ACTION:*  
22.

*Adopt Resolution No. CC 2022-*

**6.5 CONSIDERATION OF RESOLUTION NO. CC 2022-27 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO FAR SIDE JOURNEY IN THE AMOUNT OF THREE THOUSAND DOLLARS (\$3,000.00) FOR ANIMAL RESCUE SERVICES**

*RECOMMENDED ACTION:*  
27.

*Adopt Resolution No. CC 2022-*

**6.6 CONSIDERATION OF RESOLUTION NO. CC 2022-28 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO HAND IN PAW IN THE AMOUNT OF THREE THOUSAND DOLLARS (\$3,000.00) FOR PET ADOPTION SERVICES**

*RECOMMENDED ACTION:*  
28.

*Adopt Resolution No. CC 2022-*

**6.7 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH CARLYLE JOHNSON TO CREATE AN ORGANICS PROCESSING WORKPLAN, IN THE AMOUNT OF \$42,500.00 THROUGH JUNE 30, 2023**

*RECOMMENDED ACTION:*

*Approve the Agreement.*

Assistant City Manager, Bing Hyun provided information regarding Carlyle Johnson and their expertise in advising staff on technologies, the right equipment to be used and cost. He then introduced Mr. Johnson to speak, who was participating remotely. Mr. Johnson proceeded to explain his background and said he would come back multiple times to the City to have one on one meetings and would be as transparent as possible.

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CITY COUNCIL REGULAR MEETING MINUTES  
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**6.8 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH KEENAN & ASSOCIATES, FOR BROKER OF RECORD DESIGNATION SERVICES, IN THE AMOUNT OF \$140,800.00 THROUGH JUNE 30, 2025**

*RECOMMENDED ACTION:*

*Approve the Agreement.*

*THIS ITEM WAS PULLED FROM THE AGENDA.*

**6.9 CONSIDERATION OF AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH CLIFTONLARSONALLEN, LLP, FOR AUDITING SERVICES, EXTENDING THE TERM THROUGH JUNE 30, 2023, AND INCREASING COMPENSATION BY \$77,560.00**

*RECOMMENDED ACTION:*

*Approve the Amendment.*

Director of Finance, Yamini Pathak provided a staff report and was available to answer any questions.

**6.10 CONSIDERATION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH IDS GROUP, INC., TO PROVIDE ENGINEERING SERVICES FOR THE SOLAR PANEL PROJECT AT CITY HALL, IBC, AND YAL BUILDINGS, REVISING THE SCOPE OF SERVICES, AND INCREASING COMPENSATION BY \$50,000.00**

*RECOMMENDED ACTION:*

*Approve the Amendment.*

**6.11 CONSIDERATION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH MBF CONSULTING, INC., FOR ENGINEERING DESIGN SERVICES FOR THE REPLACEMENT OF STEEL WATERLINE CROSSING OVER BREA CREEK PROJECT, EXTENDING THE TERM THROUGH JULY 9, 2023 (MP 00-20 #12)**

*RECOMMENDED ACTION:*

*Approve the Amendment.*

City Manager Josh Nelson provided a staff report and James Cramsie, Senior Project Manager from CNC Engineering, provided additional information. Council Member Ruggles asked if they were still exploring other options. Mr. Cramsie said they were staying with the bridge option. Both were available to answer any questions.

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**6.12 CONSIDERATION OF AUTHORIZATION TO ADVERTISE FOR PUBLIC BIDS FOR CONTRACT NO. CITY-1480, STIMSON AVENUE CROSSING AT LA SUBDIVISION, FOR AN ESTIMATED COST OF \$524,000.00 (MP 06-11 #21)**

*RECOMMENDED ACTION:* *Approve the plans and specifications and authorize the advertising of receipt of electronic bids.*

Senior Project Manager James Cramsie, from CNC Engineering provided a staff report along with a power point presentation. Council Member Ruggles asked if this was the uneven crossing and Mr. Cramsie confirmed yes and that UPR would oversee that portion. Also, this project is federally funded, and the City will be reimbursed through Cal Trans.

**6.13 CONSIDERATION OF CHANGE ORDER NOS. 1 AND 2 IN THE DEDUCTIVE AMOUNT OF \$110,486.48, AND NOTICE OF COMPLETION FOR CONTRACT NO. CITY-1463, RESURFACING OF VALLEY BOULEVARD FROM AZUSA WAY TO 650 FEET EAST OF HAMBLEDON AVENUE**

*RECOMMENDED ACTION:* *Approve Change Order No. 1, approve Deductive Change Order No. 2 and authorize the Mayor to execute the Notice of Completion.*

Council Member Radecki recused himself from voting on check number 78362 for item 1 (Register of Demands) due to a potential or actual financial conflict of interest due to he is currently employed by Square Root Golf and Landscape.

Council Member Ruggles recused himself from voting on check number 78336 for Item 1 (Register of Demands) due to a potential or actual financial conflict of interest due to he is employed by Haddick's Auto Body

MOTION BY COUNCIL MEMBER RADECKI, AND SECOND BY COUNCIL MEMBER GREUBEL THAT THE RECOMMENDATIONS BE ACCEPTED FOR THE REMAINING ITEMS LISTED ON THE CONSENT CALENDAR, WITH COUNCIL MEMBER RADECKI RECUSING HIMSELF FROM CHECK NUMBER 78362 ON ITEM 1 (REGISTER OF DEMANDS) AND COUNCIL MEMBER RUGGLES RECUSING HIMSELF FROM CHECK NUMBER 78336 ON ITEM 1 (REGISTER OF DEMANDS) AND PULLING ITEM NO. 6.8. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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AYES: COUNCIL MEMBERS: GREUBEL, RADECKI, RUGGLES,  
MPT/MARCUCCI, M/MOSS

NOES: COUNCIL MEMBERS: NONE

ABSENT COUNCIL MEMBERS: NONE

ABSTAIN COUNCIL MEMBERS: NONE

**CITY MANAGER REPORTS**

There were none.

**AB 1234 REPORTS**

There were none.

**CITY COUNCIL COMMUNICATIONS**

There were none.

**ADJOURNMENT**

There being no further business, the City Council adjourned at 9:50 a.m. After a short break, the Council will reconvene to the IPUC meeting.

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CORY C. MOSS  
MAYOR

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JULIE ROBLES  
CITY CLERK

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JOINT SPECIAL MEETING MINUTES OF THE CITY OF INDUSTRY CITY COUNCIL,  
SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY,  
INDUSTRY PUBLIC UTILITIES COMMISSION  
AND INDUSTRY PUBLIC FACILITIES AUTHORITY

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## **CALL TO ORDER**

The Joint Special Meeting of the City Council, Successor Agency to the Industry Urban-Development Agency, Industry Public Utilities Commission and Industry Public Facilities Authority of the City of Industry, California, was called to order by Mayor/Chair/President Cory C. Moss at 9:00 a.m., telephonically using Conference Call Number 657-204-3264, Conference ID: 482 936 973#.

## **FLAG SALUTE**

The flag salute was led by Mayor/Chair/President Moss.

## **ROLL CALL**

PRESENT: Cory Moss, Mayor/Chair/President  
Catherine Marcucci, Mayor Pro Tem/Vice Chair/Board Member -  
Telephonically  
Michael Greubel, Council Member/Board Member  
Mark Radecki, Council Member/Board Member  
Newell W. Ruggles, Council Member/Board Member

STAFF PRESENT: Josh Nelson, City Manager; Bing Hyun, Assistant City Manager; Bianca Sparks, Assistant General Counsel; and Julie Robles, City Clerk/Secretary.

## **PUBLIC COMMENTS**

Mike Greenspan and Armando Herman each spoke for three minutes about their first amendment freedom of speech rights, to include the tolerance of all unpleasant forms of speech. They spoke about their opposition to government policies/leadership and provided documents for the record.

## **CONSENT CALENDAR**

Mike Greenspan and Armando Herman each spoke for three minutes in opposition of the Consent Calendar.

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JOINT SPECIAL MEETING MINUTES OF THE CITY OF INDUSTRY CITY COUNCIL,  
SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY,  
INDUSTRY PUBLIC UTILITIES COMMISSION  
AND INDUSTRY PUBLIC FACILITIES AUTHORITY

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**5.1 PRESENTATION AND DISCUSSION REGARDING THE FY 2022-2023  
PROPOSED BUDGETS FOR: THE CITY OF INDUSTRY; THE SUCCESSOR AGENCY  
TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY, THE INDUSTRY PUBLIC  
UTILITIES; AND THE INDUSTRY PUBLIC FACILITIES AUTHORITY**

*RECOMMENDED ACTION:*

*Provide direction to Staff.*

Director of Finance, Yamini Pathak provided a presentation and was available to answer any questions. Upon approval, the proposed budget would come back to the June 23rd City Council meeting for adoption, then to each entity for approval.

It was agreed that no changes were needed.

**ADJOURNMENT**

There being no further business, the Joint Special Meeting adjourned at 9:49 a.m.

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CORY MOSS  
MAYOR/CHAIR/PRESIDENT

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JULIE ROBLES  
CITY CLERK/SECRETARY



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CITY COUNCIL REGULAR MEETING MINUTES  
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**CALL TO ORDER**

The Regular Meeting of the City Council of the City of Industry, California, was called to order by Mayor Cory C. Moss at 9:00 a.m., in the City of Industry Council Chamber, 15651 Mayor Dave Way, California and telephonically using Conference Call Number, 657-204-3264, Conference ID: 717 023 540#.

**FLAG SALUTE**

The flag salute was led by Mayor Cory C. Moss.

**ROLL CALL**

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

STAFF PRESENT: Josh Nelson, City Manager; Bing Hyun, Assistant City Manager; Jamie M. Casso, City Attorney; Bianca Sparks, Assistant City Attorney; and Julie Robles, City Clerk.

**PRESENTATION** – Mayor Moss introduced and recognized Kaylee Law, an individual who contributes greatly to our community. Her achievements include graduating from the Elite Foundations Institute with a 4.78 GPA, along with three AA degrees from Mount San Antonio College in Political Science, History and English. She volunteers for The Purist Group and is a youth tutor and volunteers as a cafe worker in special events. She interns at James Wang Law as a Legal Administrator and still manages to participate on a local swim team. Mayor Moss presented her with a Proclamation, City Pin, and flowers. Pictures were taken with the Council Members.

**PUBLIC COMMENTS**

Mike Greenspan and Armando Herman each spoke about their first amendment freedom of speech rights, to include the tolerance of all unpleasant forms of speech. They spoke about their opposition to government policies/leadership and provided documents for the record.

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**CONSENT CALENDAR**

Mike Greenspan and Armando Herman each spoke for three minutes in opposition of the Consent Calendar.

Council Member Ruggles asked for a staff report on Consent Calendar Items 6.5 and 6.7.

**6.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR JUNE 23, 2022**

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

**6.2 CONSIDERATION OF AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH NOBEL SYSTEMS, INC., FOR SUBSCRIPTION SERVICES FOR ONLINE HOSTING OF GEOVIEWER, EXTENDING THE TERM THROUGH JUNE 30, 2023, AND INCREASING COMPENSATION BY \$22,220**

*RECOMMENDED ACTION:* *Approve Amendment No. 3 to the Professional Services Agreement with Nobel Systems, Inc.*

Assistant City Manager Bing Hyun announced for the record that this item needs a correction to the agenda as follows; The term should read through June 30, 2024 (not 2023) and the increased compensation should read \$44, 440.00 (not \$22,220.00). The staff report is correct.

**6.3 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH KEENAN & ASSOCIATES, FOR PROPERTY AND CASUALTY CLAIMS ADMINISTRATION SERVICES, IN THE AMOUNT OF \$150,000.00, THROUGH JUNE 30, 2025**

*RECOMMENDED ACTION:* *Approve the Professional Services Agreement with Keenan & Associates for Property and Casualty Claims Administration Services, Subject to the Approval of the Insurance Provisions by the City Manager and City Attorney.*

**6.4 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH KEENAN & ASSOCIATES, FOR BROKER OF RECORD DESIGNATION SERVICES, IN THE AMOUNT OF \$140,800.00, THROUGH JUNE 30, 2025**

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*RECOMMENDED ACTION:* *Approve the Professional Services Agreement with Keenan & Associates for Broker of Records Designation Services, Subject to the Approval of the Insurance Provisions by the City Manager and City Attorney.*

**6.5 CONSIDERATION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH INDUSTRY SECURITY SERVICES, INC., FOR SECURITY SERVICES AT VARIOUS LOCATIONS THROUGHOUT THE CITY, EXTENDING THE TERM THROUGH JUNE 30, 2024, INCREASING COMPENSATION BY \$3,671,250.46, UPDATING THE ADDRESSES OF THE CITY AND CONSULTANT, AND UPDATING THE RATE SCHEDULE**

*RECOMMENDED ACTION:* *Approve Amendment No. 1 to the Professional Services Agreement with Industry Security Services, Inc.*

Assistant City Manager Bing Hyun provided a staff report and was available to answer any questions.

**6.6 CONSIDERATION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PLACEWORKS, INC. FOR HOUSING ELEMENT SERVICES, EXTENDING THE TERM TO JUNE 30, 2024, AMENDING THE SCOPE OF WORK AND RATE SCHEDULE, ADDING INDEMNITY LANGUAGE SPECIFIC TO INDEPENDENT CONTRACTORS, AND UPDATING THE ADDRESSES OF THE CITY AND CITY ATTORNEY'S OFFICE**

*RECOMMENDED ACTION:* *Approve Amendment No. 1 to the Professional Services Agreement with PlaceWorks, Inc.*

**6.7 CONSIDERATION OF RESOLUTION NO. CC 2022-25 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING AND ADOPTING THE CITY'S FISCAL YEAR 2022-23 OPERATING BUDGET AND FISCAL YEAR 2022-23 CAPITAL IMPROVEMENT PROGRAM BUDGET**

*RECOMMENDED ACTION:* *Adopt Resolution No. CC 2022-25.*

Director of Finance, Yamini Pathak provided a staff report along with a slide presentation and was available to answer any questions.

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**6.8 CONSIDERATION OF RESOLUTION NO CC 2022-26, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AUTHORIZING THE CREATION OF A CITY OPERATING RESERVE FUND, SPECIAL REVENUE OPERATING RESERVE, ENTERPRISE FUND OPERATING RESERVE, AND A CITY CAPITAL IMPROVEMENT RESERVE FUND, AND AUTHORIZING CERTAIN APPROPRIATIONS TO THE VARIOUS FUNDS**

*RECOMMENDED ACTION:*  
26.

*Adopt Resolution No.CC 2022-*

**6.9 CONSIDERATION OF RESOLUTION NO. CC 2022-24 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, RESCINDING RESOLUTION NO. CC 2021-58 AND ADOPTING SALARY RANGE SCHEDULES FOR CITY EMPLOYEES AND CITY ELECTED AND APPOINTED OFFICIALS FOR FISCAL YEAR 2022-2023**

*RECOMMENDED ACTION:*  
26.

*Adopt Resolution No.CC 2022-*

**6.10 CONSIDERATION OF AMENDMENT NO. 2 TO THE MAINTENANCE SERVICES AGREEMENT WITH PACIFIC UTILITY INSTALLATION, INC., FOR THE OPERATION AND MAINTENANCE OF CITYWIDE STREETLIGHT SYSTEM AND CITY PARKING LOT FACILITIES, EXTENDING THE TERM THROUGH JUNE 30, 2025, INCREASING COMPENSATION BY \$600,000.00, REVISING THE RATE SCHEDULE, AND UPDATING THE ADDRESS OF THE CITY (MP 02 05 #6)**

*RECOMMENDED ACTION:*

*Approve Amendment No. 2 to the Professional Services Agreement with Pacific Utility Installation, Inc.*

**6.11 CONSIDERATION OF THE STATEMENT OF INVESTMENT POLICY**

*RECOMMENDED ACTION:*

*Approve the Investment Policy.*

In regard to the Consent Calendar, Council Member Ruggles, recused himself from voting on check number 78408 for Item 1 (Register of Demands) due to a potential or actual financial conflict of interest due to he is employed by Haddick's Auto Body.

MOTION BY COUNCIL MEMBER RADECKI, AND SECOND BY COUNCIL MEMBER GREUBEL THAT THE RECOMMENDATIONS BE ACCEPTED FOR THE REMAINING

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ITEMS LISTED ON THE CONSENT CALENDAR, WITH COUNCIL MEMBER RUGGLES RECUSING HIMSELF FROM CHECK NUMBER 78408 ON ITEM 1 (REGISTER OF DEMANDS), AND A CORRECTION TO THE AGENDA REGARDING TERMS AND COST ON ITEM 6.2. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS: GREUBEL, RADECKI, RUGGLES,  
MPT/MARCUCCI, M/MOSS  
NOES: COUNCIL MEMBERS: NONE  
ABSENT COUNCIL MEMBERS: NONE  
ABSTAIN COUNCIL MEMBERS: NONE

**ACTION ITEMS**

Mike Greenspan and Armando Herman each spoke for three minutes in opposition of Action Item 7.1.

**7.1 CONSIDERATION OF THE APPOINTMENT OF TWO (2) SEATS ON THE CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY (CRIA)**

*RECOMMENDED ACTION: Discuss and make appointments to the Civic-Recreational-industrial Authority and/or provide additional direction to Staff.*

Assistant City Manager Bing Hyun announced that we received two applications who are the two incumbents for the CRIA Authority.

MOTION BY MAYOR PRO TEM MARCUCCI, AND SECOND BY COUNCIL MEMBER GREUBEL TO APPOINT RONALD WHITTEMORE AND SEAN LEE TO THE CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS: GREUBEL, RADECKI, RUGGLES,  
MPT/MARCUCCI, M/MOSS  
NOES: COUNCIL MEMBERS: NONE  
ABSENT COUNCIL MEMBERS: NONE  
ABSTAIN COUNCIL MEMBERS: NONE

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**CITY MANAGER REPORTS**

There were none.

**AB 1234 REPORTS**

There were none.

**CITY COUNCIL COMMUNICATIONS**

Mayor Moss asked to adjourn the meeting in memory of fallen El Monte police officers Corporal Parades and Officer Santana. Both paid the ultimate sacrifice while in performance of a noble profession, serving the community they loved.

Also, in memory of Frank Tripepi, a leader in local government and a big ally of the City of Industry. Frank sadly passed away on Sunday, June 19<sup>th</sup> at the age of 74. Frank was widely regarded for his local government expertise and professional contributions to the San Gabriel Valley and greater Southern California, but especially for us here in Industry.

**CLOSED SESSION**

City Clerk Robles announced there was a need for Closed Session as follows:

Mike Greenspan and Armando Herman each spoke for three minutes in opposition of Closed Session.

Chair Moss recessed the meeting into Closed Session at 9:45 a.m.

**11.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Initiation of litigation pursuant to Government Code Section 54956.9(d)(2): one potential case

**11.2 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, et al.*, and related cross actions

Superior Court of California, County of Los Angeles

Case No. 19STCV10150

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11.3 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

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

Case: *Cabanlit v. Con-Way Freight, Inc., et al.*

Superior Court of California, County of Los Angeles

Case No. BC656364

11.4 CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8:

Property: Assessor Parcel Numbers 8262-015-900 and 8262-015-901

Agency Negotiators: Josh Nelson, City Manager

James M. Casso, City Attorney

Negotiating Parties: Beach Street Development LLC

Under Negotiation: Price and terms of payment

11.5 CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8:

Property: 1560, 1576, 1580, 1590, 1600, 1620, and 1630 S. Azusa Ave., City of Industry, CA, 91744 also known as Assessor Parcel Numbers 8254-004-040, 8254-004-041, 8254-004-118, 8254-004-120, and 8254-004-121

Agency Negotiator: Josh Nelson, City Manager

Negotiating Party: Newage PHM, LLC

Under Negotiation: Price and Terms of Payment

Council Member Greubel left the Council Chamber at 12:20 p.m. and participated remotely for the remainder of the meeting.

Chair Moss reconvened the meeting at 12:24 p.m.

City Attorney Casso reported out of Closed Session. All members of the Council were present except Council Member Greubel who participated remotely.

With regard to Closed Session Items 11.1, 11.2, 11.3, 11.4 and 11.5, no reportable action. Nothing further to report at this time.

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**ADJOURNMENT**

There being no further business, the City Council adjourned at 12:52 a.m.

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CORY C. MOSS  
MAYOR

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JULIE ROBLES  
CITY CLERK



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CITY COUNCIL REGULAR MEETING MINUTES  
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**CALL TO ORDER**

The Regular Meeting of the City Council of the City of Industry, California, was called to order by Mayor Cory C. Moss at 9:01 a.m., in the City of Industry Council Chamber, 15651 Mayor Dave Way, California and telephonically using Conference Call Number, 657-204-3264, Conference ID: 122 702 707#.

**FLAG SALUTE**

The flag salute was led by Mayor Cory C. Moss.

**ROLL CALL**

PRESENT: Cory C. Moss, Mayor - Telephonically  
Cathy Marcucci, Mayor Pro Tem  
Michael Greubel, Council Member - Telephonically  
Mark Radecki, Council Member

ABSENT: Newell W. Ruggles, Council Member

STAFF PRESENT: Josh Nelson, City Manager; Bing Hyun, Assistant City Manager; Bianca Sparks, Assistant City Attorney, telephonically; and Julie Robles, City Clerk.

**PUBLIC COMMENTS**

Mike Greenspan and Armando Herman each spoke for three minutes about their first amendment freedom of speech rights, to include the tolerance of all unpleasant forms of speech. They spoke about their opposition to government policies/leadership and provided documents for the record.

**CONSENT CALENDAR**

Mayor Cory Moss asked to pull item No. 5.4, to return at a later date.  
Mayor Cory Moss asked for a staff report on Consent Calendar Item No. 5.7.  
City Manager Josh Nelson asked to pull Item No. 5.8, as this item is not ready. It will return at a later date.

Mike Greenspan and Armando Herman each spoke for three minutes in opposition of the Consent Calendar.

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**5.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR JULY 14, 2022**

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

**5.2 CONSIDERATION OF RESOLUTION NO. CC 2022-30 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING BLANKET PURCHASE ORDERS FOR VENDORS TOTALING \$10,000 AND OVER FOR FY 2022-2023**

*RECOMMENDED ACTION:* *Adopt Resolution No. CC 2022-30.*

**5.3 CONSIDERATION OF RESOLUTION NO. CC 2022-31 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY CONTINUING THE AUTHORIZATION OF REMOTE TELECONFERENCE MEETINGS PURSUANT TO AB 361**

*RECOMMENDED ACTION:* *Adopt Resolution No. CC 2022-31.*

**5.4 CONSIDERATION OF A FACILITY USE AGREEMENT WITH INDUSTRY SHERIFF'S YOUTH ATHLETIC LEAGUE FOR ACCESS TO 19001 TONNER CANYON ROAD, FOR USE FOR ITS SUMMER YOUTH PROGRAMMING**

*RECOMMENDED ACTION:* *Approve the Agreement.*

THIS ITEM WAS PULLED FROM THE AGENDA.

**5.5 CONSIDERATION OF A LICENSE AGREEMENT WITH SKANSKA USA CIVIL WEST CALIFORNIA DISTRICT, INC., FOR ACCESS TO ASSESSOR'S PARCEL NO. 8264-004-908 LOCATED AT 1123 SOUTH HATCHER AVENUE, FOR LAYDOWN AREA FOR DIRT STOCKPILES**

*RECOMMENDED ACTION:* *Approve the Agreement.*

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**5.6 CONSIDERATION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH OLDHAM ARCHITECTS, INC., FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE 15710-15718 RAUSCH ROAD BUILDING IMPROVEMENT PROJECT, EXTENDING THE TERM THROUGH MARCH 1, 2023, REVISING THE SCOPE OF SERVICES, AND INCREASING COMPENSATION BY \$5,000.00**

*RECOMMENDED ACTION:*

*Approve the Amendment.*

**5.7 CONSIDERATION OF AUTHORIZATION TO ADVERTISE FOR PUBLIC BIDS FOR CONTRACT NO. CITY-1494, 15710-15718 RAUSCH ROAD BUILDING AND SITE IMPROVEMENTS, FOR AN ESTIMATED COST OF \$1,507,400.00 (MP 20-17#2)**

*RECOMMENDED ACTION:*

*Approve the plans and specifications and authorize the solicitation of public bids.*

Assistant City Manager Bing Hyun provided a staff report and was available to answer any questions.

**5.8 CONSIDERATION OF AN AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION, IN CONJUNCTION WITH THE COUNTY OF LOS ANGELES FIRE DEPARTMENT FOR THE TONNER CANYON SOUTH VEGETATION MANAGEMENT PROGRAM**

*RECOMMENDED ACTION:*

*Approve the Agreement.*

THIS ITEM WAS PULLED FROM THE AGENDA.

Council Member Radecki recused himself from voting on check number 78558 for Item 1 (Register of Demands) due to a potential or actual financial conflict of interest due to he is employed by Square Root Golf and Landscape.

MOTION BY COUNCIL MEMBER RADECKI, AND SECOND BY MAYOR PRO TEM MARCUCCI THAT THE RECOMMENDATIONS BE ACCEPTED FOR THE REMAINING ITEMS LISTED ON THE CONSENT CALENDAR, WITH COUNCIL MEMBER RADECKI RECUSING HIMSELF FROM CHECK NUMBER 78558 ON ITEM 1 (REGISTER OF DEMANDS), AND ITEM NOS. 5.4 AND 5.8 PULLED. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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AYES: COUNCIL MEMBERS: GREUBEL, RADECKI, MPT/MARCUCCI,  
M/MOSS  
NOES: COUNCIL MEMBERS: NONE  
ABSENT COUNCIL MEMBERS: RUGGLES  
ABSTAIN COUNCIL MEMBERS: NONE

**CITY MANAGER REPORTS**

There were none.

**AB 1234 REPORTS**

There were none.

**CITY COUNCIL COMMUNICATIONS**

There were none.

**ADJOURNMENT**

There being no further business, the City Council adjourned at 9:19 a.m.

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CORY C. MOSS  
MAYOR

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JULIE ROBLES  
CITY CLERK

*CITY COUNCIL*


ITEM NO. 6.3




# CITY OF INDUSTRY

## MEMORANDUM

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

**FROM:** Joshua Nelson, City Manager 

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

**DATE:** August 11, 2022

**SUBJECT:** Consideration of an Amended and Restated Proclamation and Order of the City Council of the City of Industry, California, Proclaiming Existence of a Local Emergency; and

Consideration of a Resolution Continuing the Authorization of Remote Teleconference Meetings Pursuant to AB 361

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### Background:

On March 4, 2020, the Governor of the State of California proclaimed a state of emergency to exist in California as a result of the threat presented by the novel coronavirus ("COVID-19"). Additional states of emergency were subsequently proclaimed by both the County of Los Angeles and the President of the United States, and a state of emergency continues to exist at the Federal, State and County levels.

Given the threat of COVID-19, on March 17, 2020, the City Council ratified a proclamation and order of the Director of Emergency Services proclaiming the existence of a local emergency. In an effort to assist local businesses, in June 2020, the City Council adopted a revised proclamation which included provisions suspending certain portions of the City's Municipal Code pertaining to outdoor dining and temporary banners, and implemented a program reducing the fees associated with applications for land use entitlements.

Given that businesses have re-opened subject to certain restrictions, the City Council revised the City's proclamation to remove the closure of non-essential City facilities, and to permit City events. Notwithstanding the foregoing, the City is required to comply with all applicable orders to prevent the transmission of COVID-19.

Further, in September 2021, the Governor signed AB 361 into law. Under the provisions of AB 361, the City Council may continue to conduct meetings via video and teleconference during a state of emergency, if it finds that state or local officials have imposed or recommended social distancing. As set forth above, in March 2020, the Governor declared a state of emergency, and said emergency still exists, and the City Council also declared a state of emergency in the City. Los Angeles County officials have recommended measures to promote social distancing, and strongly recommend

masks for all regardless of vaccination status in an effort to slow the levels of transmission of COVID-19 throughout the State and Los Angeles County. Given that a state of emergency exists and local officials have recommended social distancing, sufficient findings exist to meet the requirements of AB 361.

The provisions of AB 361 do not require the Council to meet via teleconference, instead it provides an option to do so, and also permits hybrid meetings, where some Councilmembers may appear remotely, and others may attend meetings in person. What is notable about AB 361 is that during the state of emergency, it eliminates the Brown Act requirement for the City to identify the teleconference location of Councilmembers on the agenda, and also removes the requirements that the agenda be posted at the teleconference location, and that public comment be taken from that location.

Under AB 361, the City is required to offer a call-in or web-based option for public comment, and public comment must be taken during the meeting. In the event that the call-in option or web-based option is disrupted, the City cannot take action until service is restored.

Given that a state of emergency is in effect at the Federal, State and County levels, it is recommended that the City Council maintain its emergency proclamation and adopt a resolution permitting the Council to continue to meet via a hybrid option in accordance with the provisions of AB 361.

Some revisions were made to the proclamation to clarify that any stay of purchasing and payment procedures will be limited to situations related to responding to the pandemic and abnormal operations.

### **Fiscal Impact:**

**Temporary Outdoor Dining Permits:** As with the prior Proclamation, Staff's intent is not to charge for the temporary permit and not recover the cost of Staff time associated with the permits.

**Temporary Banners:** Staff does not charge for temporary banner permits and does not wish to recover the cost of staff time associated with the review of the permits.

**Development Fees:** Since the adoption of the Proclamation in June, the City has reduced fees for 29 projects in the amount of \$229,563.33.

### **Recommendation:**

Adopt the Amended and Restated Proclamation proclaiming existence of a local emergency and the Resolution continuing the authorization of remote teleconferencing meetings pursuant to AB 361.

### **Exhibits:**

- A. Amended and Restated Proclamation and Order of the City Council of the City of Industry, California, Proclaiming the Existence of a Local Emergency

B. Resolution of the City Council of the City of Industry, California Continuing the Authorization of Remote Teleconferencing Meetings Pursuant to AB 361

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JN/BH:lh



**EXHIBIT A**

Amended and Restated Proclamation

[Attached]

**AMENDED AND RESTATED PROCLAMATION AND ORDER  
OF THE CITY COUNCIL  
OF THE CITY OF INDUSTRY, CALIFORNIA,  
PROCLAIMING EXISTENCE OF A LOCAL EMERGENCY**

**WHEREAS**, Government Code Section 8630 and Section 2.60.060 of the City of Industry Municipal Code, empower the City Council to proclaim the existence or threatened existence of a local emergency when the City of Industry (“City”), is affected or likely to be affected; and

**WHEREAS**, the City Council of the City of Industry does hereby find as follows:

(a) On March 4, 2020, the Governor of the State of California proclaimed a state of emergency to exist in California as a result of the threat of COVID-19, and said state of emergency continues; and

(b) On March 4, 2020, the Los Angeles County Board of Supervisors and the Department of Public Health declared a local and public health emergency in response to the COVID-19 pandemic, and said state of emergency continues; and

(c) On March 13, 2020, the President of the United States of America declared a national emergency due to the COVID-19 outbreak across the nation, and said state of emergency continues; and

(d) Due to the threat presented by COVID-19, on or about March 17, 2020, the City Council ratified a proclamation and order of the Director of Emergency Services proclaiming the existence of a local emergency; and

(e) Given the COVID-19 pandemic, and the need to protect the most vulnerable members of the community, on or about March 19, 2020, the County of Los Angeles (“County”) Department of Public Health issued the Safer At Home Order for Control of COVID-19, which ordered the immediate closure of all non-essential businesses, including dine-in service at restaurants. While the COVID-19 pandemic remains, businesses have safely reopened, the Health Officer of Los Angeles County strongly recommends that all persons, regardless of vaccination status, continue wearing face masks indoors, and face masks are required on public transit, and social distancing is recommended; and

(f) In an effort to assist local businesses, in June 2020, the City Council adopted a revised proclamation which included provisions suspending certain portions of the City’s Municipal Code pertaining to outdoor dining and temporary banners, and implemented a program reducing the fees associated with applications for land use entitlements; and

(g) Given the continued state of emergency, the City Council amended and restated the emergency proclamation on October 14, 2021 and again on December 13, 2021, February 11, 2022, April 12, 2022, and June 11, 2022; and

**WHEREAS**, given the levels of the spread of COVID-19, and the economic devastation that it has brought to the City of Industry, the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, DOES HEREBY PROCLAIM AND ORDER AS FOLLOWS:**

1. The above recitals are true and correct and are incorporated herein by reference.
2. A local emergency now exists throughout the City, and has existed since March 17, 2020.
3. During the existence of said local emergency the powers, functions and duties of the emergency organization of City shall be those prescribed by state law, by the ordinances and resolutions of the City, and any other applicable law, rule, or regulation.
4. During the existence of said local emergency, the City, and all related City entities, shall follow and impose all directives, mandates, Executive Orders and any other emergency related restrictions issued by the United States of America, State of California and/or the County of Los Angeles, including any and all social distancing recommendations.
5. The normal City goods and service procurement requests and purchase practices are stayed during this period of emergency, only for goods and services needed to address the emergency.
6. Given the emergency and the need to devote City staff and resources to respond to it, the City hereby extends all deadlines for responding to requests under the California Public Records Act, the processing of any land use entitlements, and any other applications to the City, until a reasonable time following the City Council's termination of this emergency.
7. Consistent with the City's adopted budget and approved agreements with vendors and contractors, the City Manager shall ensure that City vendors and contractors are paid in a timely manner, the City Manager, City Treasurer, and the Finance Director are authorized and directed to approve the claims and demands, make payments thereon, and finally to bring those claims and demands to the City Council at future meetings for ratification of the payments made, only in the event that City staff is unable to follow the normal claims, demands, and payment process due to the emergency.
8. **Outdoor Dining.** The City shall continue to assist dine-in restaurants in prioritizing and expanding outdoor seating by permitting outdoor seating at all dine-in restaurants that have a validly City issued use permit, and/or CUP, subject to the approval of a temporary outdoor dining permit. The following regulations shall apply to the Temporary Outdoor Dining Permit:

- a. Any expansion of outdoor dining, or new outdoor dining shall require the approval of a Temporary Outdoor Dining Permit by the City.
- b. Any restaurant that desires to implement outdoor seating, and/or expand current outdoor seating shall file an application for a Temporary Outdoor Dining Permit with the City. The application, shall at a minimum, require written approval by the property owner, and submission of a site plan that includes the area where the outdoor seating will occur, the number of tables, and whether alcoholic beverages will be served outdoors. The City's Emergency Services Director is permitted to promulgate additional application requirements. There is no fee for the application.
- c. Outdoor seating may only occur in the area immediately adjacent to the restaurant, on the sidewalk, and/or in a private parking area.
- d. Outdoor seating shall not interfere with any established and/or physically marked path of travel under the Americans with Disabilities Act ("ADA"), and shall not be placed in any ADA accessible parking stall.
- e. Outdoor seating shall not create any traffic issues.
- f. For requirements not set forth herein, all restaurants shall comply with the latest requirements of the COVID-19 Industry Guidance: Dine-In Restaurants, issued by the California Department of Public Health and the State of California Department of Industrial Relations ("State Order") and the County Order. In the event of any inconsistency between the State Order and the County Order, the stricter shall prevail.
- g. The applicant may not serve alcoholic beverages unless its current CUP allows for alcoholic beverage service. The applicant shall comply with all rules and regulations issued by the California Department of Alcoholic Beverage Control for the service of alcohol.
- h. The Director of Emergency Services may place additional conditions on any Temporary Outdoor Dining Permit to protect the public health, safety and welfare.
- i. The Director of Emergency Services may relax all parking requirements set forth in the City's Code, to accommodate outdoor dining.
- j. Failure to comply with the provisions of the Temporary Outdoor Dining Permit shall subject the applicant to revocation of the Permit.
- k. All Temporary Outdoor Dining Permits shall expire 90 days from the date of this Proclamation, unless extended by the Director of Emergency Services.

1. The Director of Emergency Services may promulgate an appeals process for the revocation of a Temporary Outdoor Dining Permit.

9. **Temporary Banners.** As a means of allowing local businesses to better advertise to customers, establish rules for entry, and designate temporary areas for conducting business, the City desires to continue to temporarily relax the rules that regulate temporary signs in the City, as follows:

- a. During the existence of the local emergency, any temporary sign as defined in Section 15.32.020 of the City's Code, not exceeding 80 square feet, may be erected in any zone, provided that a Temporary Sign Permit has been first obtained from the City. All temporary signs permitted under this Proclamation shall be removed within 30 days of the expiration of the local emergency.

10. **Development Fees.** To help alleviate the economic hardships related to the COVID-19 pandemic, to assist businesses on the road to economic recovery, and to spur economic development in the greater Los Angeles region, the City desires to continue the program to reduce development fees in the City, as follows:

- a. All fees for any land use entitlement application shall be reduced by 50 percent, not to exceed \$50,000.00 for any application.

11. The local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of Industry.

12. The City Council shall review the need for continuing the local emergency, as set forth by State law.

13. The provisions of this Proclamation 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 Proclamation or their applicability to other persons or circumstances.

14. A copy of this proclamation shall be forwarded by the City Clerk to the Director of California Governor's Office of Emergency Services requesting that the Director find it acceptable in accordance with State law; that the Governor of California, pursuant to the Emergency Services Act, issue a proclamation declaring an emergency in Los Angeles County and by virtue of that declaration the City of Industry; that the Governor waive regulations that may hinder response and recovery efforts; that response and recovery assistance be made available under the California Disaster Assistance Act and the Stafford Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

15. The City Clerk shall certify to the adoption of this Proclamation and that the same shall be in full force and effect.

16. This Proclamation shall take effect August 10, 2022, and shall be effective until October 9, 2022, or until the City Council rescinds or adopts a subsequent Proclamation.

**PASSED, APPROVED AND ADOPTED** this 11th day of August 2022, by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

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Cory C. Moss, Mayor

ATTEST:

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Julie Gutierrez-Robles, City Clerk

**EXHIBIT B**

Resolution No. CC 2022-32

[Attached]

## RESOLUTION NO. CC 2022-32

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, CONTINUING THE AUTHORIZATION OF REMOTE TELECONFERENCE MEETINGS PURSUANT TO AB 361

#### RECITALS

**WHEREAS**, the City Council of the City of Industry ("City") is committed to preserving and encouraging public access and participation in its meetings; and

**WHEREAS**, all meetings of the legislative bodies of the City are open and public, as required by the Ralph M. Brown Act (Gov. Code §§54950 – 54963) ("Brown Act"), so that any member of the public may attend, participate, and observe the City Council conduct its business; and

**WHEREAS**, in March 2020 as a response to the ongoing COVID-19 pandemic, Governor Newsom issued Executive Orders N-25-20 and N-29-20. These orders suspended certain elements of the Brown Act and specifically allowed for legislative bodies as defined by the Brown Act to hold their meetings entirely electronically with no physical meeting place. On June 11, 2021, Governor Newsom issued Executive Order N-08-21, which provided that the provisions in Executive Order N-29-20 suspending certain elements of the Brown Act would continue to apply through September 30, 2021; and

**WHEREAS**, on September 16, 2021 Governor Newsom signed AB 361, which added subsection (e) to Government Code §54953 of the Brown Act, and makes provision for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code §54953(b)(3), subject to the existence of certain conditions; and

**WHEREAS**, one of the conditions required is that a state of emergency has been declared by the Governor pursuant to Government Code §8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code §8558; and

**WHEREAS**, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

**WHEREAS**, in March 2020, in response to the spread of COVID-19 in the State of California, the Governor Proclaimed a State of Emergency pursuant to Government Code §8625, and issued a number of executive orders aimed at containing the COVID-19 virus, and the County of Los Angeles through various Orders of the Los Angeles County Health Officer, continues to impose or recommend measures to promote social distancing; and



**WHEREAS**, the City Council has adopted proclamations declaring the existence of a local emergency within the City of Industry in response to COVID-19, which supported the requisite conditions for the legislative bodies of the City to conduct remote teleconference meetings without compliance with Government Code § 54953(b)(3); and

**WHEREAS**, Los Angeles County officials have recommended measures to promote social distancing, and strongly recommend masks for all regardless of vaccination status in an effort to slow the transmission of COVID-19 throughout the State and Los Angeles County; and

**WHEREAS**, the City Council is concerned about the health and safety of all individuals of the public who attend public meetings; and

**WHEREAS**, as a consequence of the continued state of emergency, the City Council adopted Resolution No. CC 2021-61 on October 14, 2021, Resolution No. CC 2021-68 on November 13, 2021, Resolution No. CC 2021-69 on December 13, 2021, Resolution No. CC 2022-01 on January 12, 2022, Resolution No. CC 2022-07 on February 11, 2022, Resolution No. CC 2022-10 on March 13, 2022, Resolution No. CC 2022-14 on April 12, 2022, Resolution No. CC 2022-17 on May 12, 2022, Resolution No. CC 2022-29 on June 11, 2022, and Resolution No. CC 2022-31 on July 11, 2022, finding and determining that the City Council would continue to conduct its meetings without compliance with Government Code §54953(b)(3), as authorized by Government Code §54953(e), and that the City Council would continue to comply with the requirements to provide the public with access to all public meetings as prescribed in §54953(e)(2); and

**WHEREAS**, pursuant to the provisions of AB 361, the City Council hereby finds and determines that the findings set forth in Resolution No. CC 2022-31 remain, and that it is thereby necessary to continue to conduct its meetings without compliance with Government Code §54953(b)(3), as authorized by Government Code §54953(e).

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INDUSTRY DOES HEREBY FIND, DETERMINE AND RESOLVE 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 Council hereby considers the existing conditions of the state of emergency, local officials in Los Angeles County have recommended or imposed measures to promote social distancing in connection with COVID-19. Based on these facts, findings, and determinations, the City Council authorizes staff to conduct remote teleconference meetings of the City Council, under the provisions of Government Code §54953(e).

**SECTION 3:** The City Manager or his designee is hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution and

AB 361, including continuing to conduct open and public meetings in accordance with the Brown Act.

**SECTION 4:** This Resolution shall take effect August 10, 2022, and shall be effective until the earlier of September 9, 2022, or such time as the City Council adopts a subsequent resolution in accordance with Government Code §54953(e)(3) to extend the time during which the City Council may continue to meet by teleconference.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Industry at a regular meeting held on August 11, 2022, by the following vote:

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

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Cory C. Moss, Mayor

**ATTEST:**

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Julie Gutierrez-Robles, City Clerk

*CITY COUNCIL*


ITEM NO. 6.4



# CITY OF INDUSTRY

## MEMORANDUM

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

**FROM:** Joshua Nelson, City Manager 

**STAFF:** Mathew Hudson, Engineering Manager  
Dev Birla, Operations Manager, CNC Engineering

**DATE:** August 11, 2022

**SUBJECT:** Consideration of Amendment No. 2 to the Maintenance Services Agreement with SST Construction, LLC, for maintenance at the Metrolink Solar Carport Facility, extending the term through June 30, 2023, revising the indemnity provisions, increasing compensation by \$15,000.00, and updating the address for the City

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### **Background:**

On October 27, 2016, the City Council approved the Maintenance Services Agreement (“Agreement”) with SST Construction, LLC (“SST”) for the Metrolink Solar Carport Facility (“Facility”) with a budget of \$105,000. The scope of services included the full Operation and Maintenance (“O&M”) responsibility for the Facility located at 600 South Brea Canyon Road. The scope also included providing 24/7 monitoring, coordination and dispatching of vendors subcontracted for the response services, troubleshooting and corrective maintenance, routine inspections, preventative maintenance and technical support as necessary to ensure reliable and optimized operation. SST also provided annual solar panel washing and submission of the schedule forecast of the Facility’s hourly electric output using Southern California Edison’s (“SCE”) web-based system for the forecasting electric energy to be received by SCE.

On March 26, 2020, the City Council approved Amendment No. 1 which extended the term through June 30, 2022, allowing SST to continue providing O&M services, revised the rate schedule to reflect SST’s current rates, and provided a companion increase in compensation of \$45,000.00.

### **Discussion:**

The Agreement expired on June 30, 2022, and Amendment No. 2 is necessary to extend the term thereby allowing SST to continue providing the O&M services for the Facility. Staff proposes extending the term through June 30, 2023, with a companion increase in compensation of \$15,000.00. It is also necessary to include language requiring indemnity specific to independent contractors and update the address for the City.

**Fiscal Impact:**

The fiscal impact for Amendment No. 2 is \$15,000.00 (Account No. 100-350-5065). In the adopted Fiscal Year 2022-2023 budget, \$135,000.00 is approved for this work and no appropriations are required.

**Recommendation:**

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

**Exhibit:**

- A. Amendment No. 2 to the Maintenance Services Agreement with SST Construction, LLC, dated August 11, 2022

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JN/MH/DB:as

**EXHIBIT A**

Amendment No. 2 to the Maintenance Services Agreement with SST Construction, LLC,  
dated August 11, 2022

[Attached]

**AMENDMENT NO. 2  
TO MAINTENANCE SERVICES AGREEMENT WITH SST CONSTRUCTION, LLC.**

This Amendment No. 2 to the Maintenance Services Agreement (“Agreement”), is made and entered into this 11<sup>th</sup> day of August, 2022, (“Effective Date”) by and between the City of Industry, a municipal corporation (“City”) and SST Construction, LLC, a California limited liability company (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties.”

**RECITALS**

**WHEREAS**, on or about October 27, 2016, the City approved the Agreement with Consultant, to provide solar facility operations and maintenance services at the Metrolink Solar Carport Facility; and

**WHEREAS**, on or about March 26, 2020, Amendment No.1 was approved to extend the term through June 30, 2022, amend the Rate Schedule to reflect Consultant’s current rates, increase in compensation by \$45,000.00 to allow for continued services, and revise the address for the City Attorney’s office; and

**WHEREAS**, the Agreement expired on June 30, 2022, and the Parties desire to amend the Agreement to extend the term through June 30, 2023, for continued operation and maintenance services, with a companion increase in compensation of \$15,000.00, include language requiring indemnity specific to independent contractors, and revise the address for the City; 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 1, Term, is hereby amended in its entirety to read as follows:

**1. TERM**

This Agreement shall commence on the July 1, 2022, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2023, unless sooner terminated pursuant to the provisions of this Agreement.

Section 5, Compensation, is hereby amended as follows:

**4. PAYMENT**

The second sentence of Section 4 (a) is amended as follows:

This amount shall not exceed One Hundred Sixty-Five Thousand Dollars (\$165,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

**10. INDEPENDENT CONSULTANT**

Section 10(c) is hereby added in its entirety 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 cost of any kind, whether actual, alleged or threatened, including contributions to any retirement and/or pension plan, legal counsel fee 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(c) are effective as of January 1, 2020. The provisions of this Section 10(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.

**15. NOTICES**

Notices to the City shall be made as follows:

City of Industry  
15625 Mayor Dave Way  
City of Industry, CA 91744  
Attn: City Manager

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

(SIGNATURES ON THE FOLLOWING PAGE)



**“CITY”  
CITY OF INDUSTRY**

**“CONSULTANT”  
SST CONSTRUCTION, LLC**

By: \_\_\_\_\_  
Joshua Nelson, City Manager

By: \_\_\_\_\_  
Derek Chase, President

**Attest:**

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

**APPROVED AS TO FORM**

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

**EXHIBIT A TO AMENDMENT NO. 2:**

**MAINTENANCE SERVICES AGREEMENT WITH SST CONSTRUCTION, LLC.  
DATED OCTOBER 27, 2016**

## CITY OF INDUSTRY

### MAINTENANCE SERVICES AGREEMENT

This MAINTENANCE SERVICES AGREEMENT ("Agreement"), is made and effective as of October 27, 2016 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and SST Construction, LLC, a 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 October 27, 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 solar facility operations and maintenance 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 One Hundred Five Thousand Dollars (\$105,000.00) 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.

## **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.

(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.

## **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 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.

## **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.

**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:	James M. Casso, City Attorney

City of Industry, CA 91746

13200 Crossroads Parkway North, Suite 345

To Consultant:

Derek Chase, President  
SST Construction, LLC  
2731 Citrus Road, Suite D  
Rancho Cordova, CA 95742

**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 and indemnity provision similar to the one provided herein and identifying City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

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

**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. 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 Philips, City Manager

**"CONSULTANT"**  
SST Construction, LLC

By:   
Derek Chase, President

**Attest:**

By:   
Diane 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 have full Operations & Maintenance (“O&M”) responsibility for the Metrolink Solar Carport Facility (“Facility”) located at 600 South Brea Canyon Road. Consultant will provide 24/7 monitoring, coordination and dispatching of vendors subcontracted for security and landscaping, and provide CAISO communication functions (CAISO is defined as the “California Independent System Operator or its regulatory successor, as applicable”); and to perform all Facility O&M including response services, corrective maintenance, preventive maintenance, warranty compliance and technical support, as necessary to ensure reliable, optimized operations. In addition, the Consultant will maintain As-Built drawings and configuration records of the facilities. The Consultant will also be required to perform some modest forecasting and reporting tasks.

#### **1. Monitoring, Coordination and Dispatching (24/7 Dispatcher)**

- Consultant shall have on-call service 24/7 and be able to provide onsite response within 24 hours of notification. Notification could be from the City, but primarily from Power Viewer web based solar monitoring system that triggers alarms and presents Facility data in near real-time. Consultant responsible to:
- Acknowledge, assess severity and nature of alarm (i.e., false positive, restore service or repair as required, etc.) and prioritize (“Alert Triage”).
- Determine if performance is outside range of acceptable parameters.
- Determine required action: clear alarm, dispatch Consultant’s personnel to troubleshoot or inform City and City’s subcontracted service providers of required action.

#### **2. Dispatching of Subcontractors and Own Employees**

Consultant shall monitor, inform the City and its vendors, coordinate and dispatch required services for subcontracted services, including but not limited to:

- 1) EV and PV Switchgear: All alarms, corrective and preventive maintenance to be coordinated with the City. Consultant is to perform work or provide an acceptable subcontractor to accomplish the work; all subcontractors are to be approved by the City.
- 2) CAISO Meter: All alarms or loss of meter read to be coordinated with City, CAISO and approved subcontractor. Troubleshooting could involve AT&T, Verizon and other vendors. Consultant is to perform work or provide an acceptable Metering subcontractor or approved personnel to the City.
- 3) Network Facilities: All network cabling issues to be coordinated with City and City network staff.
- 4) DAS/RIG: Contact and coordinate with City and DAS/RIG subcontractor for response to issues related to CAISO and metering, alarms or loss of communication from DAS, RIG, networking, or

communication equipment, and loss of access to Power Viewer solar monitoring system. Consultant shall provide qualified personnel or an acceptable subcontractor to the City.

- 5) Monitor wireless security system alarms. Communicate and coordinate with City monitoring company's customer service center for wireless system alarms.
- 6) Monitor cameras for proper function. Install software (from City) on computer at Dispatcher's call center to remotely view security cameras. Coordinate with City security staff.
- 7) Primary communication coordinator for:
  - On-site security reporting of suspicious activities or facility concerns.
  - Issues related to vegetation that may impact solar generation or other O&M functions. Notify City to dispatch municipal maintenance contractor.

### **3. Troubleshooting and Service Response**

If alarms or performance outside of acceptable parameters indicate the need for onsite operations, Consultant shall visit the site within 24 hours to troubleshoot the Facility and determine whether a service or repair operation is needed to restore system performance. For equipment not included in the Consultant's Scope of Services, the City- hired vendor must be contacted within 4 hours and dispatched within 24 hours to complete Service operations. Service operations refer to operations that restore equipment performance without repair such as the resetting of switches and circuit breakers. A log of troubleshooting, service and repairs performed at the MetroLink Solar Facility since December 2013 is provided in Appendix 5.

### **4. Corrective Maintenance**

Corrective or unscheduled maintenance primarily will involve performing any service or replacing any part of the Facility that becomes unfit or unavailable for use and performing the repair necessary to restore full operation. Appendix 2 provides a list of corrective or reactive maintenance measures that would be expected to be performed to fix problems. The Consultant shall be responsible to maintain an ongoing corrective maintenance report.

### **5. Routine Inspections and Preventive Maintenance**

Consultant shall establish a routine inspection schedule for the Facility and perform preventive maintenance for the solar, interconnection and CAISO metering facilities<sup>1</sup>. Consultant shall perform preventive maintenance intended to follow the industry standard for proactive maintenance: 1) to keep Facility equipment in good repair, safe operating condition, appearance and working order; 2) to keep Facility equipment in compliance with the manufacturer's recommendations, warranties and standard practices but in no event less than prudent industry practices; 3) to properly service all Facility equipment following manufacturer's written operating and servicing procedures. Routine inspection and preventive maintenance provided by Consultant shall include, but is not limited to, the following tasks (detailed in Appendix 1):

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<sup>1</sup> While included in routine inspection, no preventive maintenance will be performed on electric vehicle (EV) charging and LED lighting facilities.

- Visual inspection of and reporting damage to carport structures
- Visual inspection for damage or foreign debris for all Facility equipment
- Identification of potential shading and equipment encroachments
- Inspect and verify wire connections for proper torque
- Calibration of Facility equipment per manufacturer specification
- Infrared scan of PV modules and other equipment connections
- Inspect and test fuses and breakers
- Inspect and test sensor equipment, DAS and weather station
- Inspect and maintain disconnects and combiner boxes
- Transformers and associated AC electrical distribution
- Wear and Tear Repairs

Appendix 1 provides a detailed preliminary list of routine inspection and preventive maintenance tasks.

## **6. As-Built and Configuration Control**

Consultant, upon any and all maintenance to the facility and its equipment, shall update all CAD As-Built Drawings to reflect the changes that were made previously or at the time of service. These files shall be made available to the City in order to keep the operations and maintenance manual up-to-date as the facility is reconfigured. Also, all As-Built Drawings and records of configuration changes shall be made freely available to City and its contractors.

## **7. Forecasting, Performance Debrief and Reporting**

### *PPA and CAISO Forecasting and Scheduling*

- Schedule forecast of Facility hourly electric output using SCE's web-based system (SCE PCI Module) per requirements for forecasting electric energy to be received by SCE. The City will provide initial hourly forecast based on historical generation.
- Schedule any generation outages using SCE PCI Module.

### *Performance Debrief (via telephone)*

- City shall prepare and provide to Consultant quarterly performance report similar to Appendix 6 which Consultant and City shall jointly review and assess.

### *Reporting (can be provided electronically to City)*

- Provide documentation of any troubleshooting, service or repair completed during site visit. Documentation of site visit is condition for payment.
- Document observations or findings from routine inspection.
- Document preventive maintenance or testing operation and provide City with brief outline on recommended measures.



- Promptly furnish or cause to be furnished any information as may be required to enable the City to respond to CAISO or SCE.
- Provide current as built information and updated drawings to maintain configuration control

PM Activity	Facility Component	Description of Preventive Maintenance Task	Interval	Provider
<b>General</b>				
Manage	Facility	Document program to inspect and maintain equipment as specified by manufacturer /supplier. Compile data sheets and maintenance checklists and confirm with manufacturer /supplier.	Per Man Spec Per Man Spec	Consultant
Full Inspection	Facility	Ensure that there is appropriate signage and warnings that identifies potential hazards.	Annual	
Full Inspection	Facility	Ensure facility components (inverters, combiner boxes, disconnect switches, switchgear, etc.) are not accessible to unqualified personnel, and require tools or have locks to prevent unauthorized access to the equipment.	Annual	Consultant
Visual Inspection	Facility	Look for any signs of intrusion by pests such as insects and rodents. Remove any nests from electrical boxes (junction boxes, pull boxes, combiner boxes) or arrays. Use safe sanitation practices because nests may carry disease.	Annual	Other
Service	Facility	For any service ensure proper use of lockout/tagout procedures, personal protective equipment (PPE) and appropriate procedures for safely disconnecting live circuits.	Continual	Consultant
Service	Facility	Use torque marks on specified connections to ensure lugs are tightened to proper torque values. If not visible, technician can mark lug after torquing during maintenance visit. Proper torque mark is made with specialized torque marking pen. The mark is a straight line through the lug and the housing.	Continual	Consultant
<b>PV ARRAYS</b>				
Visual Inspection	PV Array	Confirm modules are securely attached. Inspect modules for excessive soiling from dirt buildup or animal droppings. Check for shading from vegetation growth.	Annual	PV Array Technician
Visual Inspection	PV Array	Inspect PV modules for defects that can appear in the form of burn marks, discoloration, delamination, or broken glass.	Annual	PV Array Technician
Visual Inspection	PV Racking	Inspect racking system for defects including rust, corrosion, sagging, and missing or broken clips or bolts.	Annual	PV Array Technician
Visual Inspection	PV Array	Ensure module wiring is secure, <u>not</u> hanging loose and exposed to potential damage, bent to unapproved radius, or stretched across sharp or abrasive surfaces. Check for aging & corrosion.	Annual	PV Array Technician
Full Inspection	PV Array	Test open circuit voltage of series strings of modules	Annual	PV Array Technician
Full Inspection	PV Modules	Use infrared camera to inspect for hot spots	Annual	PV Array Technician
Full Inspection	PV Modules	PV module torque check & visual inspection. Racking torque check and inspection.	5-Years	PV Array Technician
<b>Balance of System (BOS) - AC</b>				



Visual Inspection Full	AC Wiring	Verify condition of wire transition junction boxes for weatherproofing, corrosion and security of internal wiring connections. Seal boxes if required.	Annual	Electrician
Visual Inspection	AC Wiring	Verify physical condition of AC conduits and ensure all connections still weather tight.	Annual	Electrician
Visual Inspection	AC Wiring	Verify condition of AC disconnect(s). Open and look for signs of corrosion or damage. Check to make sure cabinet penetrations are properly sealed and no evidence of water ingress. Check	Annual	Electrician

PM Activity	Facility Component	Description of Preventive Maintenance Task	Interval	Provider
Visual Inspection Service	AC Wiring	Check position of AC disconnect switches and breakers.	Annual	Electrician
	AC Wiring	Re-torque all electrical connections on AC side of system.	Annual	Electrician
<b>Balance of System (BOS) - DC</b>				
Visual Inspection	DC Wiring	Verify condition of DC conduits and connections, inspect for proper support, bushings, and expansion joints, where needed.	Annual	Electrician
Visual Inspection	DC Wiring	Verify condition of DC disconnect(s). Open and look for signs of corrosion or damage. Check to make sure cabinet penetrations are properly sealed and there is no evidence of water ingress. Check torque marks on field terminations.	Annual	Electrician
Visual Inspection	DC Wiring	Check proper position of DC disconnect switches.	Annual	Electrician
Visual Inspection	Combiner Boxes, DC Wiring	Verify external and interior condition of DC combiner boxes. Look for debris inside boxes and any evidence of damaging water intrusion. Look for discoloration on the terminals, boards, and fuse holders. Check torque marks on field connections.	Annual	Electrician
Full Inspection	DC Wiring	Inspect cabling for signs of cracks, defects, pulling out of connections; overheating, arcing, short or open circuits and ground faults.	Annual	Technician
Full Inspection	Combiner Boxes, DC Wiring	Scan combiner boxes with Infrared camera to identify loose or broken connections (loose connections warmer than good connections when passing current).	Annual	Technician
Service	DC Wiring	Re-torque all electrical connections in combiner box	Annual	Electrician
<b>Weather Station</b>				
Full Inspection	Instruments	Inspect pyranometers (irradiance) & wind sensors. Irradiance sensors should be cleaned to remove dirt and bird droppings. Wind sensors should spin freely.	Annual	Technician
Full Inspection	Instruments	Ensure sensors are in the correct location and at the correct tilt and azimuth. Global horizontal irradiance sensor should be flat, and plane of array irradiance sensor should be installed to the same pitch and orientation as the array.	Annual	Technician
Service	Instruments	Inspect & tighten all connections.	Annual	Technician
Service	Instruments	Exchange or re-calibrate instruments.	Per Man Spec	Technician
<b>Inverter - Inverter manufacturer has specific requirements for inspection, testing, services, and documentation to meet warranty obligations</b>				

Visual Inspection	Inverter	Verify that current software is installed.	Per Man Spec	Inverter Technician
Visual Inspection	Inverter	Record and validate all voltages and production values from the HMI display. Record last logged system error.	Per Man Spec	Inverter Technician
Visual Inspection	Inverter	Inspect interior and exterior of the inverter for signs of water, rodent, or dust intrusion into the inverter.	Per Man Spec	Inverter Technician
Visual Inspection	Inverter	Check for torque marks on the field terminations.	Per Man Spec	Inverter Technician
Service	Inverter	Check and clean inside of inverter cabinet, ventilation system and exposed surfaces. Clean fan and heat sink (heat rejection fins).	Per Man Spec	Inverter Technician
Visual Inspection	Inverter	Inspect gasket seal, weather stripping, replace as necessary.	Per Man Spec	Inverter Technician
Full			Per Man	Inverter

PM Activity	Facility Component	Description of Preventive Maintenance Task	Interval	Provider
Full Inspection	Inverter	Inspect and test fans, replace as necessary.	Per Man Spec	Inverter Technician
Full Inspection	Inverter	Check fuses and surge suppressors such as MOV's.	Per Man Spec	Inverter Technician
Visual Inspection	Inverter	Look for discoloration from excessive heat buildup or corrosion on inverter components and connections.	Per Man Spec	Inverter Technician
Full Inspection	Inverter	Check operation of all inverter safety devices (E-stop, door switches)	Per Man Spec	Inverter Technician
Full Inspection	Inverter	Complete thermal scan of inverter connections, wiring and electronics.	Annual	Inverter Technician
Test	Inverter	Check integrity of lightning arrestors.	Annual	Inverter Technician
Test	Inverter	Check continuity of system ground and equipment grounding.	Annual	Inverter Technician
Test	Inverter	Test overvoltage surge suppressors in inverter.	Annual	Inverter Technician
Service	Inverter	Replace transient voltage surge suppression devices.	5-Years	Inverter Technician
<b>Step-Up Transformer</b>				
Visual Inspection	Transformer	Inspect transformer. Check meter, oil and temperature gauges.	Per Man Spec	Electrician
<b>Switchgear &amp; Meter</b>				
Visual Inspection	Transformer	Inspect switchgear.	Per Man Spec	Electrician
<b>EV Chargers</b>				
Visual Inspection	Transformer	Inspect transformer that supplies Level 2 Chargers for proper operation.	Per Man Spec	Electrician
Visual Inspection	Panel	Inspect distribution panel that supply Level 2 Chargers for proper	Per Man Spec	Electrician



Weather Station				
Service	Instruments	Weather Station - Instruments	Annual	Technician
		<p><b>• Compact weather station/Pyranometer: Lufft USA WS501-UMB</b></p> <ul style="list-style-type: none"> <li>o Annual maintenance</li> <li>§ Visual inspection of the equipment for soiling</li> <li>§ Check the sensors by carrying out a measurement request</li> <li>§ Check the operation of the fan (not on WS200-UMB)</li> </ul> <p><b>• Pyranometer: Campbell Scientific: CMP6, CMP11, CMP21</b></p> <ul style="list-style-type: none"> <li>o Annual maintenance</li> <li>§ At regular intervals, physically inspect the pyranometer to ensure that: <ul style="list-style-type: none"> <li>• Dome is free of dirt, condensation, and ice (see Section 8.1.1, Cleaning Domes (p. 17)).</li> <li>• Desiccant granules are orange and opaque (see Section 8.1.2, Changing the Desiccant (p. 17)).</li> <li>• Mounting is secure.</li> <li>• Pyranometer is level (if mounted horizontally).</li> <li>• Cables are in good condition.</li> </ul> </li> <li>§ Cleaning Dome <ul style="list-style-type: none"> <li>• Clean the outer dome at regular intervals (e.g., every week or so). Remove any accumulated dust, condensation, or ice from the dome and pyranometer body using a soft cloth dampened with water or alcohol.</li> </ul> </li> <li>§ Changing the Desiccant <ul style="list-style-type: none"> <li>• A desiccant-filled drying cartridge prevents dew from forming on the inner sides of the domes; Campbell Scientific pn 27052 is the replacement desiccant for this cartridge. The optional CVF4 Heater/Ventilator Unit is also available to keep the pyranometer dome free from ice and dew (see Appendix C, CVF4 Ventilation Unit (p. C-1)). In some applications, the CVF4 may also reduce the deposition of dust on the pyranometer dome, and therefore reduce the cleaning interval frequency.</li> </ul> </li> </ul> <p><b>• Temp Sensor: Campbell Scientific 110PV</b></p> <ul style="list-style-type: none"> <li>o Annual Maintenance</li> <li>§ The 110PV probe requires minimal maintenance. Periodically check cabling for proper connections, signs of damage, and possible moisture intrusion</li> </ul>		

EXHIBIT B

RATE SCHEDULE

O&M Task Description	Price
1) Monitoring, Coordination, Dispatch, Forecast, Debrief & Reporting	\$0/Yr
2) Preventive Maintenance (Appendix 1)	\$5,600/Yr
3) Troubleshoot, Service & Repair (Appendix 2)	\$120/hr
4) Travel Time (to and from site)	25 minutes (17miles)
5) Panel Wash (Appendix 3)	
\$7,700 per occurrence, as needed	\$7,700 (per occurrence)
Deionized Water	\$3,000/Occur.
6) Other Tasks (Appendix 4)	
Calibration of Electric Meter	\$5,500 on demand
Short circuit testing of strings	\$3,300/Yr
IV curve testing	Included w/ short circuit test
Megger test of conductors	\$3,300/Yr
Thermal imaging	\$5,500/Yr
100% IV Curve Measurement and Trace Report	Included
ITR Thermal Imaging Report	Included
7) Vehicle & Equipment	Included

**Hourly Rates (prevailing wage rates)**

Qualification Per Task	Hourly Rate
Journeyman Electrician	\$100/hr
Electrician	\$90/hr
Master Electrician	\$120/hr
Service Tech	\$80/hr

## 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 Agency.

**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 Agency, 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 Agency 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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/28/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(les) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Owen-Dunn Insurance Services 1455 Response Road, Suite 260 Sacramento, CA 95815  www.owendunn.com                      0522677	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (916) 993-2700                      FAX (A/C, No): (916) 993-2683 E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
<b>INSURED</b> SST Construction LLC 2731 Citrus Blvd., Suite D Rancho Cordova CA 95742	<b>INSURER A:</b> Lloyd's Syndicate 1110                      112010	
	<b>INSURER B:</b> New York Marine & General Insurance Company                      16608	
	<b>INSURER C:</b> Hanover Insurance Company                      22292	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** 32597059                      **REVISION NUMBER:**

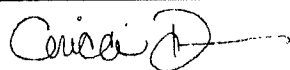
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	<input checked="" type="checkbox"/>		PK201600006292	6/16/2016	6/16/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			AU201600007299	6/16/2016	6/16/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED    RETENTION \$			UM201600003079	6/16/2016	6/16/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC201600009205	6/16/2016	6/16/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Inland Marine			IHFA872578	3/14/2016	6/16/2017	Rented/Leased Equipment \$150,000 Scheduled Equipment \$64,000 Misc. Tools \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Evidence of Insurance  
 General Liability Additional Insured with Waiver of Subrogation per endorsements GLL 02 32 & GLL 01 38 attached.

**CERTIFICATE HOLDER****CANCELLATION**

City of Industry 15625 E. Stafford, Suite #100 City of Industry CA 91744	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Arica Dunlap

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ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE CERTIFICATE. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Blanket as per written contract	As per written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE CERTIFICATE. PLEASE READ IT CAREFULLY.

## COMMERCIAL LIABILITY BROADENING ENDORSEMENT- ENERGY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

### SCHEDULE – EXTENSIONS OF COVERAGE

Coverages	
Additional Insured	Incidental Medical Services Coverage
Additional Insured – Vendors	Liberalization
Blanket Waiver Of Subrogation	Non Employment Discrimination
Broadened Bodily Injury	Non-owned Watercraft Coverage
Broadened Named Insured	Personal And Advertising Injury
Duties In The Event Of An Occurrence, Offense, Claim Or Suit	Supplementary Payments – Increased Limits
Expected Or Intended Injury	Unintentional Failure To Disclose Hazards
Fire, Explosion, Sprinkler Leakage Or Lightning Legal Liability Coverage	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Coverage extensions under this section only apply in the event that no other specific coverage for these extensions is provided under this Certificate. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this Certificate, unless otherwise noted in this endorsement.

#### 1. Additional Insured

Paragraph 2. of Section II – Who Is An Insured is amended by the addition of the following:

- e. Any person or organization is included as an additional insured, but only to the extent such person or organization is held liable for "bodily injury", "property damage" or "personal and advertising injury" caused by your acts or omissions. With respect to the insurance afforded to such insured, all of the following additional provisions apply:
  - (1) You and such person or organization have agreed in a written "insured contract" that such person or organization be added as an additional insured under this Certificate;
  - (2) The "bodily injury", "property damage" or "personal and advertising injury" for which said person or organization is held liable occurs subsequent to the execution of such "insured contract";
  - (3) The most we will pay is the lesser of either the Limits of Insurance shown in the Declarations or the Limits of Insurance required by the "insured contract";

- (4) Such person or organization is an insured only with respect to:
- (a) Their ownership, maintenance, or use of that part of the premises, or land, owned by, rented to, or leased to you, except such person or organization is not an insured with respect to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization;
  - (b) Your ongoing operations performed for that insured;
  - (c) Their financial control of you, except such person or organization is not an insured with respect to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization;
  - (d) The maintenance, operation or use by you of equipment leased to you by such person or organization;
  - (e) Operations performed by you or on your behalf and for which a state or political subdivision has issued a permit, provided such operations are not performed for such state or political subdivision, and are not included within the "products-completed operations hazard";
- (5) This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury", "occurrence" or offense:
- (a) Which takes place at a particular premise after you cease to be a tenant of that premises;
  - (b) Which takes place after all work, including materials, parts or equipment furnished in connection with such work to be performed by or on behalf of the additional insured at the site of the covered operations, has been completed;
  - (c) Which takes place after that portion of "your work" out of which the injury or damage arises has been put to its intended use by any other person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project;
  - (d) Which takes place after the expiration of any equipment lease to which (4)(d) above applies;
- (6) With respect to architects, engineers or surveyors, coverage does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional services by or for you, including:
- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications;
  - (b) Supervisory, inspection, architectural or engineering services.

However, if an Additional Insured endorsement is attached to this Certificate that specifically names a person or organization as an insured, then this subsection 2.e. does not apply to such person or organization.

## 2. Additional Insured – Vendors

Unless the "products-completed operations hazard" is excluded from this Certificate, paragraph 2. of Section II – Who Is An Insured is amended by the addition of the following:

- f. Any vendor of yours is included as an additional insured, but only with respect to "bodily injury" or "property damage" caused by "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- (1) The insurance afforded to the vendor does not apply to:
    - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
    - (b) Any express warranty unauthorized by you;
    - (c) Any physical or chemical change in the product made intentionally by the vendor;
    - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
    - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed by the vendor in full compliance with the manufacturer's written instructions at the vendor's premises in connection with the sale of the product;
  - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - (h) "Bodily injury" or "property damage" arising out of the liability of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products or any ingredient, part or container, entering into, accompanying or containing such products.

However, if an Additional Insured – Vendors endorsement is attached to this Certificate that specifically names a person or organization as an insured, then this subsection 2.f. does not apply to that person or organization.

### 3. Blanket Waiver Of Subrogation

Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Commercial General Liability Conditions and Section IV – Products/Completed Operations Liability Conditions** is replaced by the following:

#### **Transfer Of Rights Of Recovery Against Others To Us And Blanket Waiver Of Subrogation**

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after the loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If required by a written "insured contract" executed prior to the "occurrence" or offense, we waive any right of recovery we may have against any person or organization named in such "insured contract", because of payments we make for injury or damage arising out of your ongoing operations or "your work" for that person or organization.

### 4. Broadened Named Insured

Paragraph 3. of **Section II – Who Is An Insured** is replaced by the following:

Any organization that you own at the inception of this Certificate, or newly acquire or form during the Certificate period, and over which you maintain during the Certificate period majority ownership or majority interest, will qualify as a Named Insured if:

- a. There is no other similar insurance available to that organization;
- b. The first Named Insured shown in the Declarations has the responsibility of placing insurance for that organization; and
- c. That organization is incorporated or organized under the laws of the United States of America.

However:

- a. Coverage under this provision is afforded only until the next occurring annual anniversary of the beginning of the Certificate period shown in the Declarations, or the end of the Certificate period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

The final paragraph of **Section II – Who Is An Insured** is replaced by the following:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations. However, this does not apply to a limited liability company that meets all of the conditions of **Section II – Who Is An Insured**, above.

## 5. Broadened Bodily Injury

Paragraph 3. of **Section V – Definitions** is replaced by the following:

"Bodily injury" means bodily injury, disability, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

## 6. Duties In The Event Of An Occurrence, Offense, Claim Or Suit

Paragraph 2.a. of **Section IV – Commercial General Liability Conditions** is replaced by the following:

a. You must see to it that we or any licensed agent of ours are notified of a general liability "occurrence" or offense which may result in a claim as soon as practicable after it becomes known to:

- (1) You, if you are an individual;
- (2) Your partner or member, if you are a partnership or joint venture;
- (3) Your member, if you are a limited liability company;
- (4) Your executive officer if you are an organization other than a partnership, joint venture or limited liability company; or
- (5) Your authorized representative or insurance manager.

Knowledge of an "occurrence" or offense by persons other than those listed above does not imply that those listed above also have such knowledge.

b. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

## 7. Expected Or Intended Injury

Paragraph 2.a. **Expected Or Intended Injury** of the **Exclusions** provision of **Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

### Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured.

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

## 8. Fire, Explosion, Sprinkler Leakage Or Lightning Legal Liability Coverage

The final paragraph of the **Exclusions** provision of **Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, explosion, sprinkler leakage or lightning to premises while:

- (1) Rented to you;
- (2) Temporarily occupied by you with the permission of the owner; or
- (3) Managed by you under a written agreement with the owner.

A separate limit of insurance applies to this coverage as described in **Section III – Limits Of Insurance**.

Paragraph 6. of **Section III – Limits Of Insurance** is replaced by the following:

Subject to paragraph 5. above, the Damage to Premises Rented To You Limit shown in the Declarations, for "property damage" to any one premises while rented to you, or in the case of damage by fire, explosion, sprinkler leakage, or lightning while rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner, is the greater of:

- a. \$300,000 Any One Premises; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations.

Subsections 4.b.(1)(a)(ii) and 4.b.(1)(a)(iii) of paragraph 4.b. **Excess Insurance** of the **Other Insurance** condition of **Section IV – Commercial General Liability Conditions** is replaced by the following:

- (ii) That is Fire, Explosion, Sprinkler Leakage, or Lightning insurance for premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner;
- (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner;

Paragraph 9.a. of **Section V – Definitions** is replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion, sprinkler leakage, or lightning to premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, is not an "insured contract";

#### 9. Incidental Medical Services Coverage

**Section I – Coverages** is amended to include the following additional coverage:

We will pay for "bodily injury" arising out of the rendering of or failure to render the following treatment or services by an "employee" or "volunteer worker" for an accident occurring during the Certificate period:

- a. First aid treatment including cardiopulmonary resuscitation (CPR); and
- b. Medical, surgical, dental, x-ray, or nursing service or treatment, or the furnishing of food or beverages in connection therewith; and the furnishing or dispensing of drugs, or medical, dental, or surgical supplies or appliances.

However, this coverage does not apply to any insured or to any entity engaged in the business or occupation of providing the services or treatments described in a. and b. above.

Paragraph e. **Employer's Liability** of the **Exclusions** provision of **Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability** does not apply to psychological injury arising out of the services described above.

#### 10. Liberalization

**Section IV – Commercial General Liability Conditions** is amended by the addition of the following condition:

##### Liberalization

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

#### 11. Non Employment Discrimination Liability

Unless "personal and advertising injury" is excluded from this Certificate, the following applies:

Paragraph 14. of **Section V – Definitions** is amended by the addition of the following:

"Personal and advertising injury" also means injury, including consequential "bodily injury" arising out of "discrimination".

**Section V – Definitions** is amended by the addition of the following:

"Discrimination" means the unlawful treatment of a person or class of persons because of their specific race, color, religion, gender, age or national origin in comparison to one or more persons who are not members of the specified class.

Paragraph 2. **Exclusions** of **Section I – Coverages, Coverage B – Personal And Advertising Injury Liability** is amended by the addition of the following exclusions:

This insurance does not apply to:

"Discrimination" directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured;

"Discrimination" directly or indirectly related to the sale, rental, lease or sublease or prospective sale, rental, lease or sublease of any dwelling or permanent lodging by or at the direction of any insured;

"Discrimination", if insurance thereof is prohibited by law; or

Fines, penalties, specific performance, or injunctions levied or imposed by a governmental entity, governmental code, law, or statute because of "discrimination".

**12. Non-owned Watercraft Coverage Extension**

Paragraph 2.g.(2) of the **Aircraft, Auto Or Watercraft** exclusion of **Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This exclusion does not apply to:

- (1) A watercraft you do not own that is:
  - (a) Less than 50 feet long; and
  - (b) Not being used to carry persons or property for a charge;

**13. Personal And Advertising Injury Liability**

Unless "personal and advertising injury" is excluded from this Certificate, the following applies:

Paragraph e. **Contract Liability** of the **Exclusions** provision of **Section I – Coverages, Coverage B – Personal And Advertising Injury Liability** is deleted.

**14. Supplementary Payments – Increased Limits**

Paragraphs 1.b., 1.d., and 1.e. of **Supplementary Payments – Coverages A and B of Section I – Coverages** are replaced by the following:

- b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including substantiated loss of earnings up to \$500 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit".

**15. Unintentional Failure To Disclose Hazards**

Paragraph 6. **Representations of Section IV – Commercial General Liability Conditions** is amended by the addition of the following:

- d. If you unintentionally fail to disclose any hazards existing at the inception date of this Certificate, we will not deny coverage under this Coverage Form because of such failure.

However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**All other terms, definitions, conditions and exclusions of this Certificate remain unchanged.**

*CITY COUNCIL*

ITEM NO. 6.5






# CITY OF INDUSTRY

## MEMORANDUM

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

**FROM:** Joshua Nelson, City Manager 

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

**DATE:** August 11, 2022

**SUBJECT:** Consideration of Amendment No. 1 to the License Agreement with Meals on Wheels – Industry, Inc., for Access to Assessor's Parcel Number 8264-004-908 located at 1123 South Hatcher Avenue, for use as an Administrative Office

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### **Background:**

On August 12, 2021, the City Council approved a License Agreement (“Agreement”) with Meals on Wheels – Industry, Inc. (“Meals on Wheels”) for its use of the City’s property at 1123 South Hatcher Avenue, as an administrative office for its meal delivery program. It uses the premises for activities such as managing delivery schedules, coordinating food orders, and holding monthly board meetings. No food storage, preparation, or handling are performed on the property as all meals are prepared in a hospital to meet dietary requirements.

### **Discussion:**

Meals on Wheels wishes to extend the term of the Agreement, which expires on August 31, 2022. The Agreement allows for two (2) one (1) year extensions. The proposed Amendment No. 1 will extend the term through August 31, 2022.

### **Fiscal Impact:**

The lease rate will remain at \$1.00 per year.

### **Recommendation:**

- 1.) Staff recommends that the City Council approve Amendment No. 1 to the License Agreement with Meals on Wheels – Industry, Inc.

**Exhibit:**

A. Amendment No. 1 to the License Agreement with Meals on Wheels – Industry, Inc.,  
dated August 11, 2022

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JN/BH:kt

**EXHIBIT A**

Amendment No. 1 to the License Agreement with Meals on Wheels – Industry, Inc.  
dated August 11, 2022

[Attached]

**AMENDMENT NO. 1  
TO THE LICENSE AGREEMENT WITH  
MEALS ON WHEELS – INDUSTRY, INC.**

This Amendment No. 1 to the License Agreement (“Agreement”), is made and entered into this 11<sup>th</sup> day of August, 2022 (“Effective Date”), by and between the City of Industry, a California municipal corporation (“Licensor/City”) and Meals on Wheels – Industry, Inc., a California corporation (“Licensee”). The Licensor and Licensee are individually referred to as “Party” and collectively referred to as the “Parties”.

**RECITALS**

**WHEREAS**, on or about August 12, 2021, the Agreement was entered into and executed between the Licensor and Licensee, to allow Licensee to use a portion of the City owned property located at 1123 S. Hatcher Avenue, City of Industry, CA 91748 (APN 8264-004-908), (“Premises”); and

**WHEREAS**, the Licensor desires to continue utilizing the Premises, and the Agreement allows for two (2) one (1) year extensions with City approval; and

**WHEREAS**, the Parties desire to amend the Agreement to extend the term to August 31, 2023; 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 9. Term, Termination and Remedies.**

The first and second sentences of Section 9 are hereby revised to read in their entirety as follows:

The License shall commence as the Effective Date of this Agreement ending on August 31, 2023. The City may approve one (1) one (1) year extension by written notice.

IN WITNESS WHEREOF, the Parties hereto executed this Amendment No. 1 to the Agreement as of the Effective Date.

**“LICENSOR”  
CITY OF INDUSTRY**

**“LICENSEE”  
MEALS ON WHEELS – INDUSTRY,  
INC.**

By: \_\_\_\_\_  
Joshua Nelson, City Manager

By: \_\_\_\_\_  
James A. Kleinpell, President

**Attest:**

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

**APPROVED AS TO FORM**

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

*CITY COUNCIL*

ITEM NO. 6.6



# CITY OF INDUSTRY

## MEMORANDUM

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

**FROM:** Joshua Nelson, City Manager *gn*

**STAFF:** Sam Pedroza, Assistant City Manager

**DATE:** August 11, 2022

**SUBJECT:** Consideration of the Placement of Advertisements with Civic Publications, Inc., during Fiscal Year 2022-23, for a cost of \$136,505.00

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### **Background:**

Every fiscal year, City Council approves placement of advertisements with Civic Publications, Inc. They publish a variety of special sections that are inserted in the Los Angeles Times and San Gabriel Valley Tribune throughout the year. These special section publications focus on specific issues such as water, sustainable living, capital improvement projects, and civic leadership. These publications highlight readers on the mission and goals of the City.

### **Discussion:**

The City has been advertising with Civic Publications since 2019 in various publication spreads such as Community Profiles Magazine, the "Mobility" special section, Civic Leadership, and Earth Day. These publications have given the City positive community exposure in the Los Angeles Times and the San Gabriel Valley Tribune. Staff is requesting approval of publications for the upcoming fiscal year in the amount of \$136,505.00.

### **Fiscal Impact:**

In the Fiscal Year 2022/2023 budget, \$72,000.00 was approved for Advertising and Printing for Community Promotion. An appropriation of \$64,505.00 is requested from General Fund Reserves to Account No. 100-621-5640.

### **Recommendation:**

- 1) Staff recommends that the City Council approve advertising with Civic Publications Inc., during Fiscal Year 2022-23, for a cost of \$136,505.00; and
- 2) Appropriate \$64,505.00 to Account No. 100-621-5640.

**Exhibit:**

A. Proposal from Civic Publications, Inc.

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JN/SP:yp



**EXHIBIT A**

Proposal from Civic Publications, Inc.

[Attached]

**City of Industry  
Public Outreach Proposal  
FY 2022-23**

**Exhibit A**

<u>Publication</u>	<u>Month</u>	<u>Amount</u>	<u>Distribution</u>
Digital National Publication	August	\$9,000.00	CA/FL/TX/UT
<i>Mobility</i>	September	\$19,034.00	LA Times
<i>Civic Leadership</i>	February	\$19,034.00	LA Times & SGVN
<i>Earth day</i>	April	\$9,500.00	LA Times & SGVN
<i>Community Profiles</i>	June	\$38,068.00	LA Times
<i>Industry Annual Report to the Public</i>	TBD	\$26,328.00	LA Times & SGVN
		<b>Total</b>	
		<b>\$120,964.00</b>	
<b><u>Additional Publication if needed</u></b>			
Full-page Los Angeles Times	TBD	15,541	
	<b>Grand Total</b>	<b>\$136,505.00</b>	

*Special Sections ,Advertorials and Annual Report to feature messaging on business, budget items, public works projects and Industry's contribution to the regional economy and overall benefit to the region.*

*Prepared by Chris Lancaster 7/12/22*



*CITY COUNCIL*


ITEM NO. 6.7



# CITY OF INDUSTRY

## MEMORANDUM

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

**FROM:** Joshua Nelson, City Manager 

**STAFF:** Mathew Hudson, Engineering Manager  
Upendra Joshi, Senior Project Manager, CNC Engineering

**DATE:** August 11, 2022

**SUBJECT:** Consideration of a Freeway Maintenance Agreement with the State of California, acting by and through the Department of Transportation

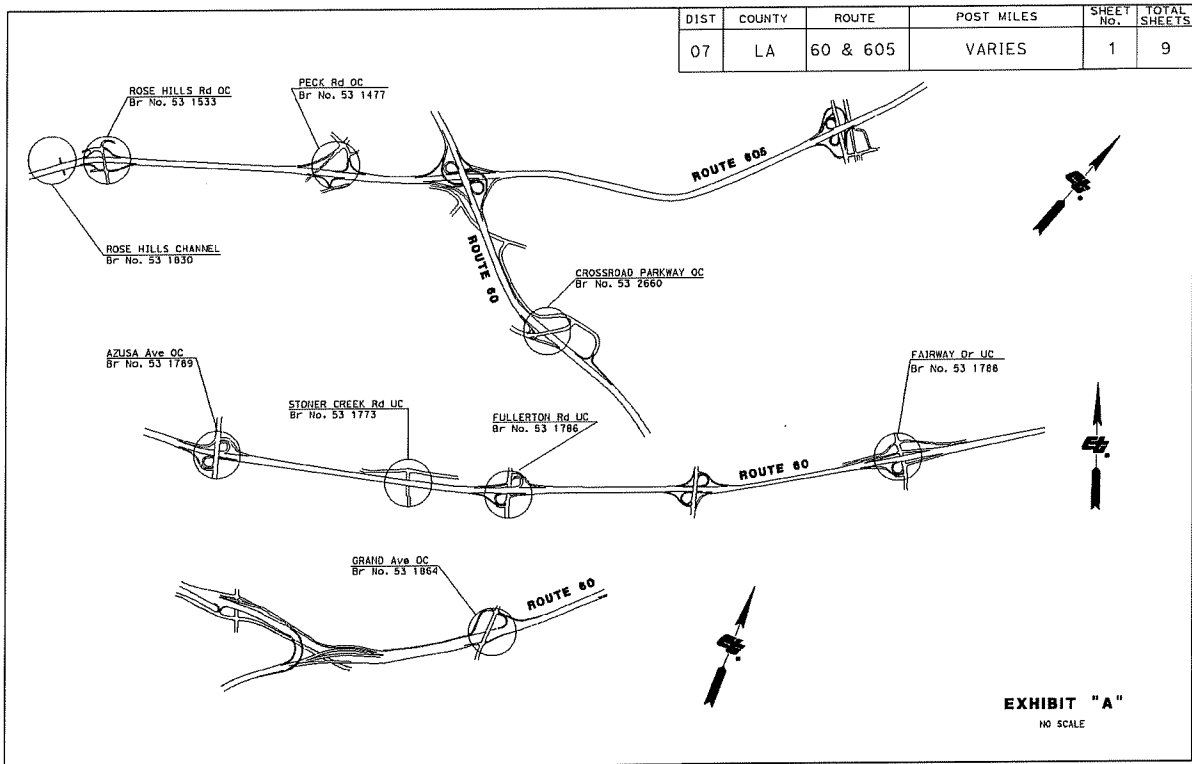
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### **Background:**

The City entered into Freeway Maintenance Agreements (“Agreement”) with the State of California, acting through the Department of Transportation (“State”), on April 6, 1960, and July 23, 1987. These Agreements laid out the maintenance responsibilities within City limits for State Highway Routes (“SRs”) 60 and 605. The degree or extent of the maintenance work to be performed is in accordance with Section 27 of the Streets and Highways Code, and current edition of the State Maintenance Manual.

### **Discussion:**

The recent adjustments to the SR 60 interchanges have now mostly been completed, or are nearing completion, and both the State and City have mutually identified the maintenance responsibilities for improvements to separation structures and landscaped areas lying within those modified freeway limits. This Agreement is meant to replace or supersede the earlier agreements, from 1960 and 1987. The affected locations are depicted below. Staff recommends approving the Agreement with the State. This Agreement covers the vehicle and pedestrian overcrossings, undercrossings, and landscaped areas.



**Fiscal Impact:**

There is no direct fiscal impact to the City as this Agreement delineates the maintenance responsibilities of both parties. Regular maintenance of the areas the City is responsible for, are budgeted in the adopted FY 22-23 General Fund Budget.

**Recommendation:**

It is hereby recommended that the City Council approve and execute the Freeway Maintenance Agreement.

**Exhibit:**

- A. Freeway Maintenance Agreement with State of California, dated August 11, 2022

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JN/MH/UJ:as

**EXHIBIT A**

**FREEWAY MAINTENANCE AGREEMENT  
WITH CITY OF INDUSTRY**

dated August 11, 2022

[Attached]

**FREEWAY MAINTENANCE  
AGREEMENT  
WITH  
CITY OF INDUSTRY**

THIS AGREEMENT is made effective this 11<sup>TH</sup> day of August, 2022, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as “STATE” and the City of Industry; hereinafter referred to as “CITY” and collectively referred to as “PARTIES”.

**SECTION I**

**RECITALS**

1. WHEREAS, on April 6, 1960 and July 23, 1987 Freeway Agreements (collectively referred to as the “Freeway Agreements”) were executed between CITY and STATE, wherein the PARTIES consented to certain adjustments of the local street and road system required for the development of that portion of STATE Highway Route (SRs) 60 and 605 within the jurisdictional limits of the City of Industry as a freeway; and,
2. WHEREAS, recent adjustments to SR 60 have now been completed, or are nearing completion, and the PARTIES hereto mutually desire to identify the maintenance responsibilities for improvements to separation structures and landscaped areas lying within those modified freeway limits; and,
3. WHEREAS, the degree or extent of maintenance work to be performed, and the standards, therefore, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual.
4. WHEREAS, pursuant to Section 4 and 6 of the above Freeway Agreements, CITY has resumed or will resume control and maintenance over each of the affected relocated or reconstructed CITY streets, except for those portions adopted as a part of the freeway proper.
5. There is an existing Freeway Maintenance Agreement, with CITY dated, September 28, 1970. This Agreement is meant to replace or supersede the earlier agreement.

NOW THEREFORE IT IS AGREED:

**SECTION II**

**AGREEMENT**

1. PARTIES agree this Agreement shall supersede in its entirety the said Freeway Maintenance Agreement executed by PARTIES on September 28, 1970.
2. CITY agrees to continue its control and maintenance of each of the affected relocated or reconstructed CITY streets and roads as shown on that plan map attached hereto, marked Exhibit A, and made a part hereof by this reference.

3. If there is mutual agreement on the change in the maintenance duties between PARTIES, the PARTIES can revise Exhibit A by a mutual written execution of Exhibit A.
4. When another planned future improvement has been constructed and/or a minor revision has been effected within the limits of the freeway herein described which will affect the PARTIES' division of maintenance responsibility as described herein, STATE will provide a new dated and revised Exhibit A which will thereafter supersede the attached original Exhibit A and become part of this Agreement.
5. CITY and STATE agree to accept their then respective operational and maintenance responsibilities and related associated costs thereof in the event jurisdictional boundaries of the PARTIES should change, and Exhibit A is amended to reflect those changes.
6. CITY must obtain the necessary Encroachment Permits from STATE's District 07 Encroachment Permit Office prior to entering STATE right of way to perform CITY maintenance responsibilities. This permit will be issued at no cost to CITY.

#### 7. VEHICULAR AND PEDESTRIAN OVERCROSSINGS

- 7.1. STATE will maintain, at STATE expense, the entire structure of any STATE constructed vehicular and pedestrian overcrossings of SRs 60 and 605 below the deck wearing surface and any wearing surface treatment thereon.
- 7.2. CITY will maintain, at CITY expense, the deck wearing surface and structural drainage system (and shall perform such work as may be necessary to ensure an impervious and/or otherwise suitable surface) and all portions of the structure above the bridge deck, including, but without limitation, lighting installations, as well as all traffic service facilities (sidewalks, signs, pavement markings, bridge rails, etc.) that may be required for the benefit or control of traffic using that overcrossing.
- 7.3. As directed by section 92.6 of the Streets and Highways Code, at locations determined by STATE, screening shall be placed on STATE freeway overpasses on which pedestrians are allowed. All screens installed under this program will be maintained by STATE, at STATE expense.

#### 8. VEHICULAR AND PEDESTRIAN UNDERCROSSINGS

- 8.1. STATE will maintain the entire structure of all STATE-constructed vehicular and pedestrian undercrossings of STATE freeways except as hereinafter provided.
- 8.2. CITY will maintain the roadway sections, including the traveled way, shoulders, curbs, sidewalks, wall surfaces (including eliminating graffiti), drainage installations, lighting installations and traffic service facilities that may be required for the benefit or control of traffic using that undercrossing.



- 8.3. CITY will request STATE's District Encroachment Permit Engineer to issue the necessary Encroachment Permit for any proposed change in minimum vertical clearances between CITY roadway surface and the structure that results from modifications to the roadway (except when said modifications are made by STATE). If the planned modifications will result in a reduction in the minimum clearance within the traveled way, an estimate of the clearance reduction must be provided to STATE's Transportation Permit Engineer prior to starting work. Upon completion of that work, a vertical clearance diagram will be furnished to STATE's Transportation Permit Engineer that shows revised minimum clearances for all affected movements of traffic, both at the edges of the traveled way and at points of minimum clearance within the traveled way.
  
9. WALLS AND COLUMNS – CITY is responsible for debris removal, cleaning, and painting to keep CITY's side of any wall structure or column free of debris, dirt, and graffiti.
  
10. LANDSCAPED AREAS - CITY is responsible for the maintenance of any plantings or other types of roadside development lying between the fences and the exact right of way lines, landscaped or roadside developments that are for the benefit and beautification of the CITY (these areas are typically at the entrance and exit of freeway ramps that are outside of the fenced right of way areas). Caltrans fences are not exactly placed on the State's right of way lines. The fences are to separate the freeway property from other areas of the right of way. Freeway property are areas that are exclusively reserved for the freeways and maintained by Caltrans crews or contractors. ~~This article includes the areas between the fences and the exact right of way lines, landscaped or roadside developments that are for the benefit and beautification of the city. These areas are typically at the entrance and exit of freeway ramps that are outside of the fenced right of way areas.~~
  
11. INTERCHANGE OPERATON - It is STATE's responsibility to provide efficient operation of freeway interchanges, including ramp connections to local streets and roads.
  
12. ELECTRICALLY OPERATED TRAFFIC CONTROL DEVICES
  - 12.1. The cost of installation, operation, maintenance, repairs, replacement and energy costs of safety lighting, traffic signals or other necessary electrically operated traffic control devices placed at interchanges of SRs 60 and 605 Freeways and CITY streets and roads and at ramp connections for SRs 60 and 605 and CITY facilities is governed by a separate "Shared Cost Electrical Agreement", executed on March 13, 1983 allocating these costs between the PARTIES. Exhibit A of the existing "Shared Cost Electrical Agreement" was amended on March 15, 2000.
  
  - 12.2. Timing of traffic signals, which shall be coordinated with CITY to the extent that no conflict is created with freeway operations, shall be the sole responsibility of STATE.

### 13. LEGAL RELATIONS AND RESPONSIBILITIES

- 13.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not PARTIES to this Agreement or to affect the legal liability of a PARTY to the Agreement by imposing any standard of care with respect to the operation and maintenance of STATE highways and local facilities different from the standard of care imposed by law.
- 13.2. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction conferred upon STATE arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.
- 13.3. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction conferred upon CITY and arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

### 14. PREVAILING WAGES:

- 14.1. Labor Code Compliance- If the work performed on this Agreement is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public work. Work performed by CITY's own forces is exempt from the Labor Code's Prevailing Wage requirements.
- 14.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts.

15. INSURANCE - CITY and its contractors shall maintain in force, during the term of this AGREEMENT, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement. The CITY is self-insured to \$250,000.00 and may meet the requirements of this article with a combination of self-insurance.

15.1. CITY is self-insured. CITY agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, in an amount of \$250,000.00. Coverage shall be evidenced by a certification of self-insurance letter (“Letter of Self-Insurance”), satisfactory to STATE, certifying that CITY meets has the stated amount of coverage available to contribute toward meeting the insurance requirements of Article 15 above. This Letter of Self-Insurance shall also identify the location as depicted in EXHIBIT A. CITY shall deliver to STATE the Letter of Self-Insurance with a signed copy of this AGREEMENT. A copy of the executed Letter of Self-Insurance shall be attached hereto and incorporated as Exhibit B.”

15.2. If the work performed under this AGREEMENT is done by CITY’s contractor(s), CITY shall require its contractor(s) to maintain in force, during the term of this AGREEMENT, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this AGREEMENT.

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

To CITY: City of Industry  
15625 Mayor Dave Way  
City of Industry, CA 91744  
Attention: Joshua Nelson, 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 STATE: Department of Transportation  
Office of Maintenance Engineering

FMA with City of Industry (Citywide)  
100 South Main Street, MS 03  
Los Angeles, CA 90012  
Attention: Godson Okereke,  
Deputy District Director,  
Division of Maintenance

With a Copy email to: [godson.okereke@dot.ca.gov](mailto:godson.okereke@dot.ca.gov)  
[hamidreza.saadatnejadi@dot.ca.gov](mailto:hamidreza.saadatnejadi@dot.ca.gov)

17. 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.
18. 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.
19. 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.
20. WAIVER - The waiver by either PARTY 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 either PARTY unless in writing.
21. 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.
22. TERMINATION - This Agreement may be terminated by mutual written consent of the PARTIES or STATE for cause. CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by the STATE.
23. TERM OF AGREEMENT - This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by either PARTY for cause.

24. PARTIES are empowered by Streets and Highways Code Section 114 and 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, PARTIES hereto have set their hands and seals the day and year first above written.

CITY OF INDUSTRY

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

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

By: \_\_\_\_\_  
TOKS OMISHAKIN, Director of  
Transportation

By: \_\_\_\_\_  
Godson Okereke  
Deputy District Director, Acting  
Maintenance District 07

ATTEST:

By: \_\_\_\_\_  
Julie Gutierrez Robles, City Clerk

APPROVED AS TO FORM

As to Form and Procedure:

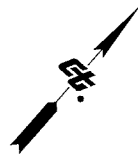
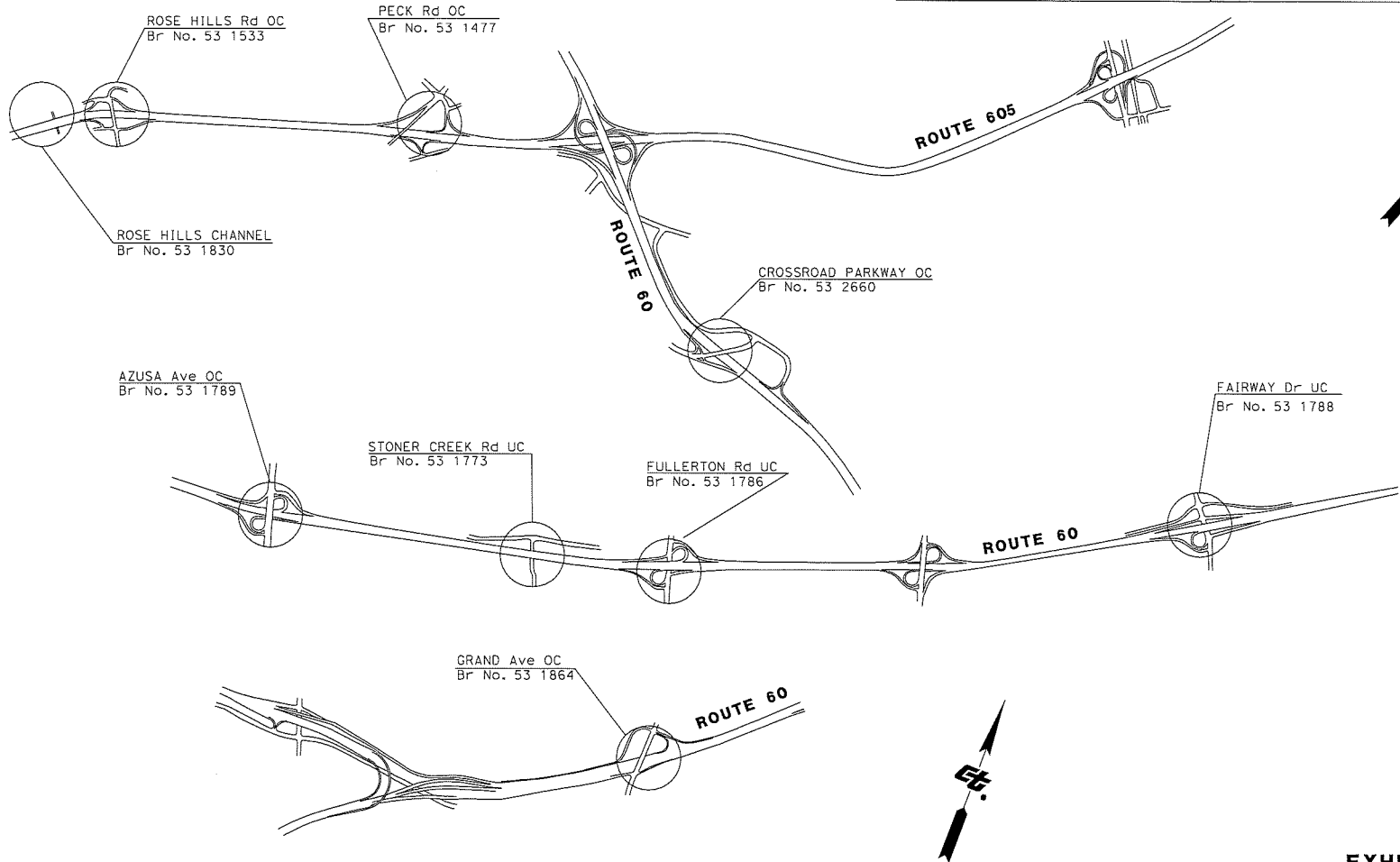
By: \_\_\_\_\_  
James M. Casso, City Attorney

By: \_\_\_\_\_  
Attorney  
Department of Transportation

**EXHIBIT A**

(Plan map identifying the applicable STATE Routes (Freeway proper)  
and CITY road(s) and facilities)


DIST	COUNTY	ROUTE	POST MILES	SHEET No.	TOTAL SHEETS
07	LA	60 & 605	VARIES	1	9



**EXHIBIT "A"**  
NO SCALE

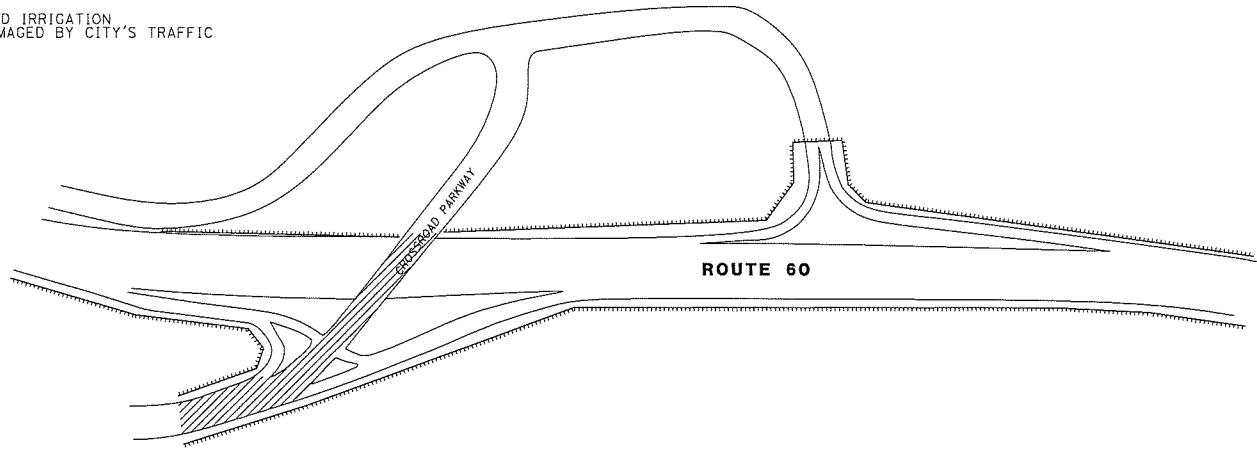
DIST	COUNTY	ROUTE	POST MILES	SHEET NO.	TOTAL SHEETS
07	LA	60	12.6	2	9

**LEGEND:**

- STATE RIGHT OF WAY LIMITS
-  TO BE MAINTAINED BY THE CITY

**NOTES:**

- HATCHED AREA TO BE MAINTAINED INCLUDE THE FOLLOWING ITEMS:
- ROADWAY
  - SIDEWALK AND ADA RAMPS
  - STREET LIGHT POLES AND FIXTURES
  - CATCH BASINS AND DRAINAGE SYSTEM IF BLOCKED
  - CURB AND GUTTER
  - SIGNING AND STRIPING
  - MEDIAN LANDSCAPING AND IRRIGATION
  - BRIDGE RAILINGS IF DAMAGED BY CITY'S TRAFFIC



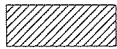
CROSSROAD PARKWAY OVERCROSSING Br No. 53 2660

**EXHIBIT "A"**  
NO SCALE



LEGEND:

----- STATE RIGHT OF WAY LIMITS

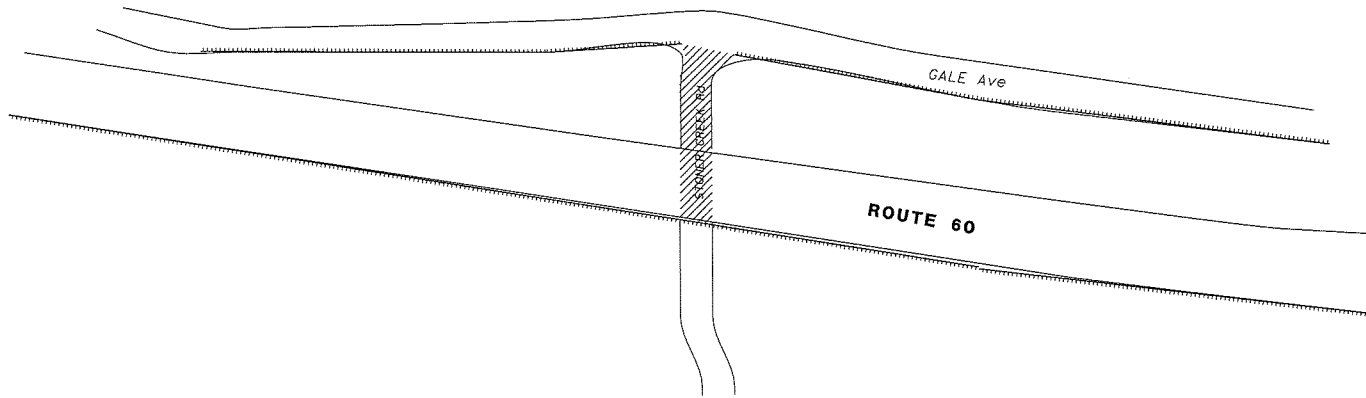
 TO BE MAINTAINED BY THE CITY

NOTES:

HATCHED AREA TO BE MAINTAINED INCLUDE THE FOLLOWING ITEMS:

- ROADWAY
- SIDEWALK AND ADA RAMPS
- PEDESTRIAN WALL MOUNTED LIGHTINGS
- STREET LIGHT POLES AND FIXTURES
- CURB AND GUTTER
- SIGNING AND STRIPING
- LANDSCAPING
- EQUESTRIAN WOOD RAILINGS
- GUARDRAILS IF DAMAGED BY CITY'S TRAFFIC

DIST	COUNTY	ROUTE	POST MILES	SHEET No.	TOTAL SHEETS
07	LA	60	19.1	3	9






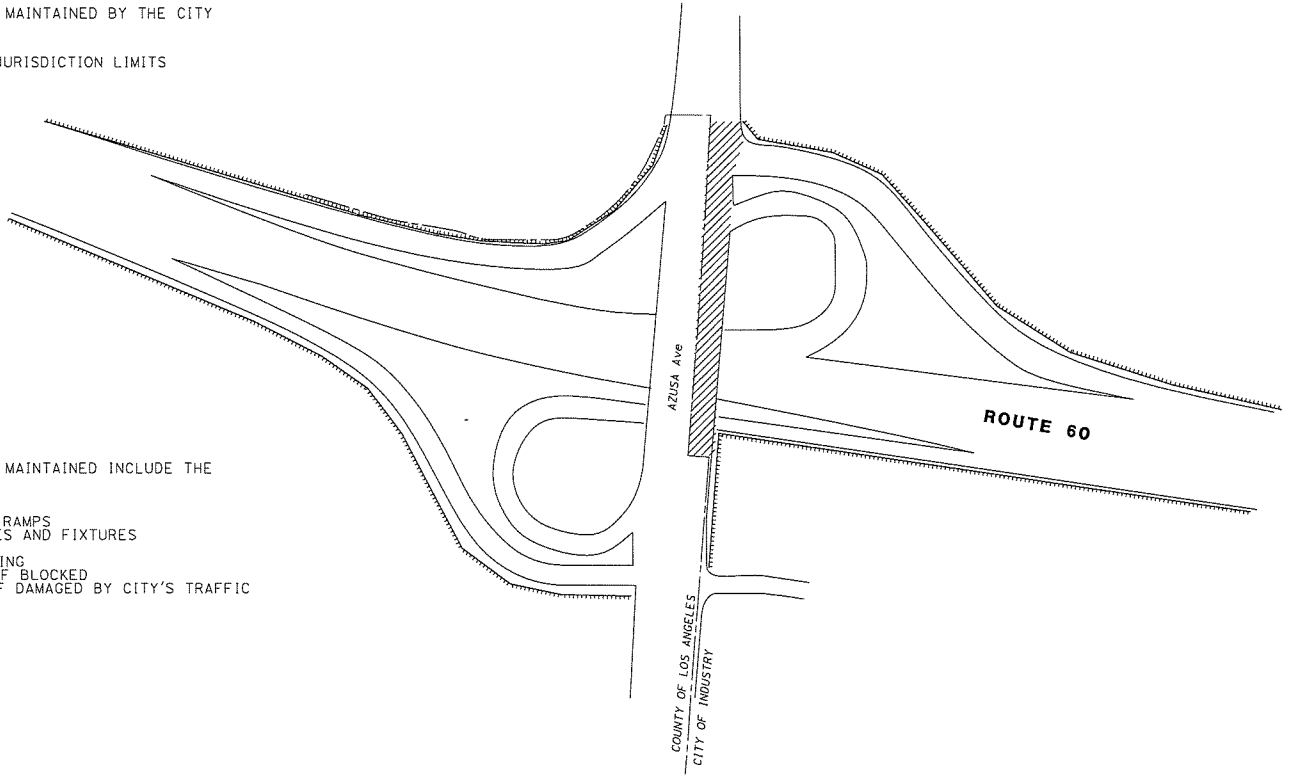
STONER CREEK ROAD UNDERCROSSING Br No. 53 1773

**EXHIBIT "A"**  
NO SCALE

DIST	COUNTY	ROUTE	POST MILES	SHEET No.	TOTAL SHEETS
07	LA	60	18.0	4	9

**LEGEND:**

-  STATE RIGHT OF WAY LIMITS
-  TO BE MAINTAINED BY THE CITY
-  CITY JURISDICTION LIMITS



**NOTES:**

- HATCHED AREA TO BE MAINTAINED INCLUDE THE FOLLOWING ITEMS:
- ROADWAY
  - SIDEWALK AND ADA RAMP
  - STREET LIGHT POLES AND FIXTURES
  - CURB AND GUTTER
  - SIGNING AND STRIPING
  - DRAINAGE SYSTEM IF BLOCKED
  - BRIDGE RAILINGS IF DAMAGED BY CITY'S TRAFFIC


AZUSA AVENUE OVERCROSSING Br No. 53 1789

**EXHIBIT "A"**

NO SCALE

DIST	COUNTY	ROUTE	POST MILES	SHEET NO.	TOTAL SHEETS
07	LA	60	19.5	5	9

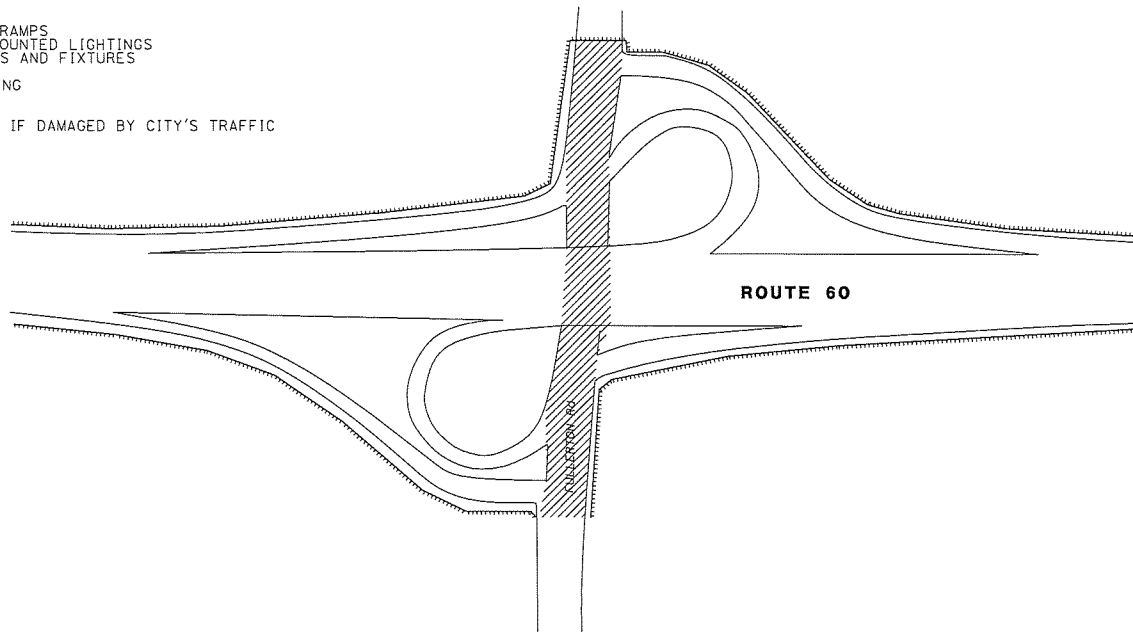
**LEGEND:**

- STATE RIGHT OF WAY LIMITS
-  TO BE MAINTAINED BY THE CITY

**NOTES:**

HATCHED AREA TO BE MAINTAINED INCLUDE THE FOLLOWING ITEMS:

- ROADWAY
- SIDEWALK AND ADA RAMP
- PEDESTRIAN WALL MOUNTED LIGHTINGS
- STREET LIGHT POLES AND FIXTURES
- CURB AND GUTTER
- SIGNING AND STRIPING
- STAMPED CONCRETE
- CATCH BASINS
- CONCRETE BARRIERS IF DAMAGED BY CITY'S TRAFFIC





FULLERTON ROAD UNDERCROSSING Br No. 53 1786

**EXHIBIT "A"**

NO SCALE

DIST	COUNTY	ROUTE	POST MILES	SHEET No.	TOTAL SHEETS
07	LA	60	21.5	6	9

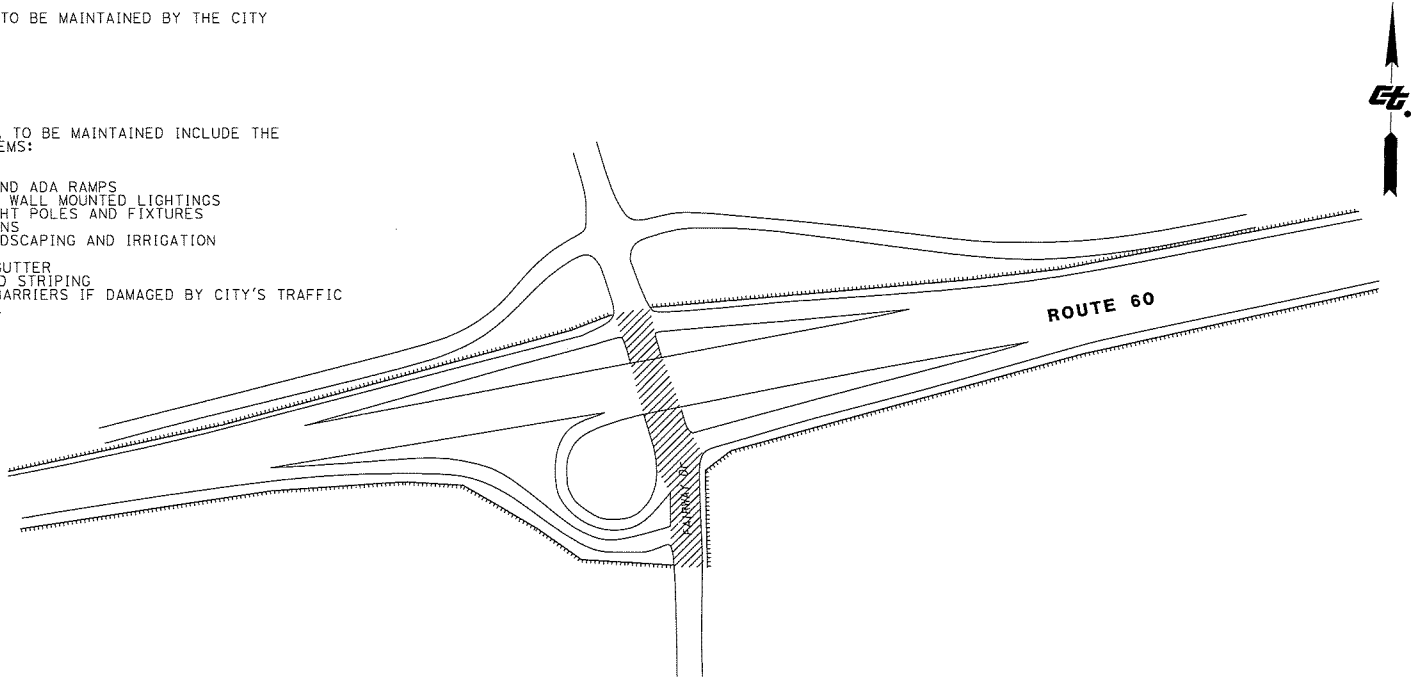
**LEGEND:**

-  STATE RIGHT OF WAY LIMITS
-  TO BE MAINTAINED BY THE CITY

**NOTES:**

HATCHED AREA TO BE MAINTAINED INCLUDE THE FOLLOWING ITEMS:




- ROADWAY
- SIDEWALK AND ADA RAMP
- PEDESTRIAN WALL MOUNTED LIGHTINGS
- STREET LIGHT POLES AND FIXTURES
- CATCH BASINS
- MEDIAN LANDSCAPING AND IRRIGATION
- HARDSCAPE
- CURB AND GUTTER
- SIGNING AND STRIPING
- CONCRETE BARRIERS IF DAMAGED BY CITY'S TRAFFIC
- BLOCK WALL



FAIRWAY DRIVE UNDERCROSSING Br No. 53 1788

**EXHIBIT "A"**  
NO SCALE

LEGEND:

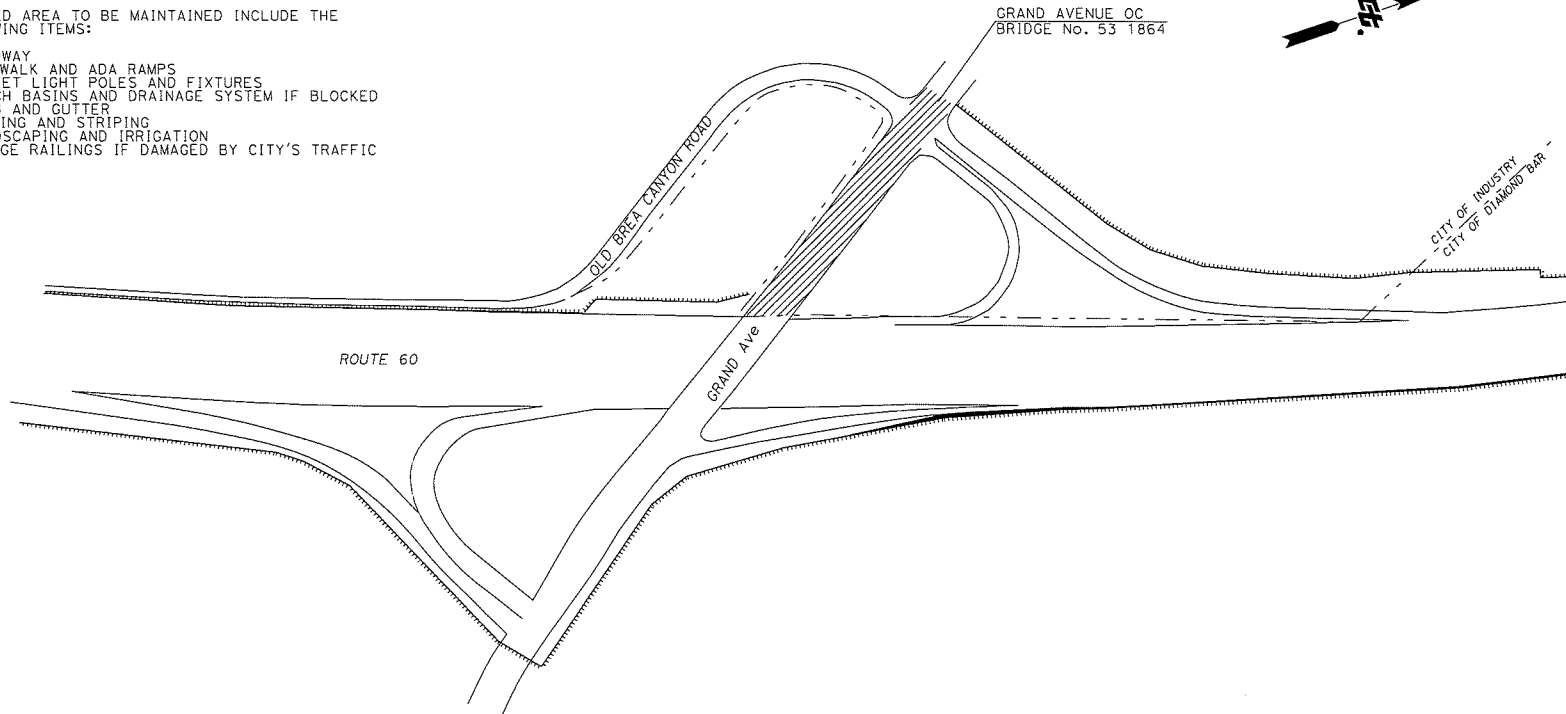
-  STATE RIGHT OF WAY LIMITS
-  TO BE MAINTAINED BY THE CITY
-  CITY JURISDICTION LIMITS

NOTES:

HATCHED AREA TO BE MAINTAINED INCLUDE THE FOLLOWING ITEMS:

- ROADWAY
- SIDEWALK AND ADA RAMP
- STREET LIGHT POLES AND FIXTURES
- CATCH BASINS AND DRAINAGE SYSTEM IF BLOCKED
- CURB AND GUTTER
- SIGNING AND STRIPING
- LANDSCAPING AND IRRIGATION
- BRIDGE RAILINGS IF DAMAGED BY CITY'S TRAFFIC

DIST	COUNTY	ROUTE	POST MILES	SHEET No.	TOTAL SHEETS
07	LA	60	24.5	7	9




GRAND AVENUE OVERCROSSING Br No. 53 1864

**EXHIBIT "A"**

NO SCALE

LEGEND:

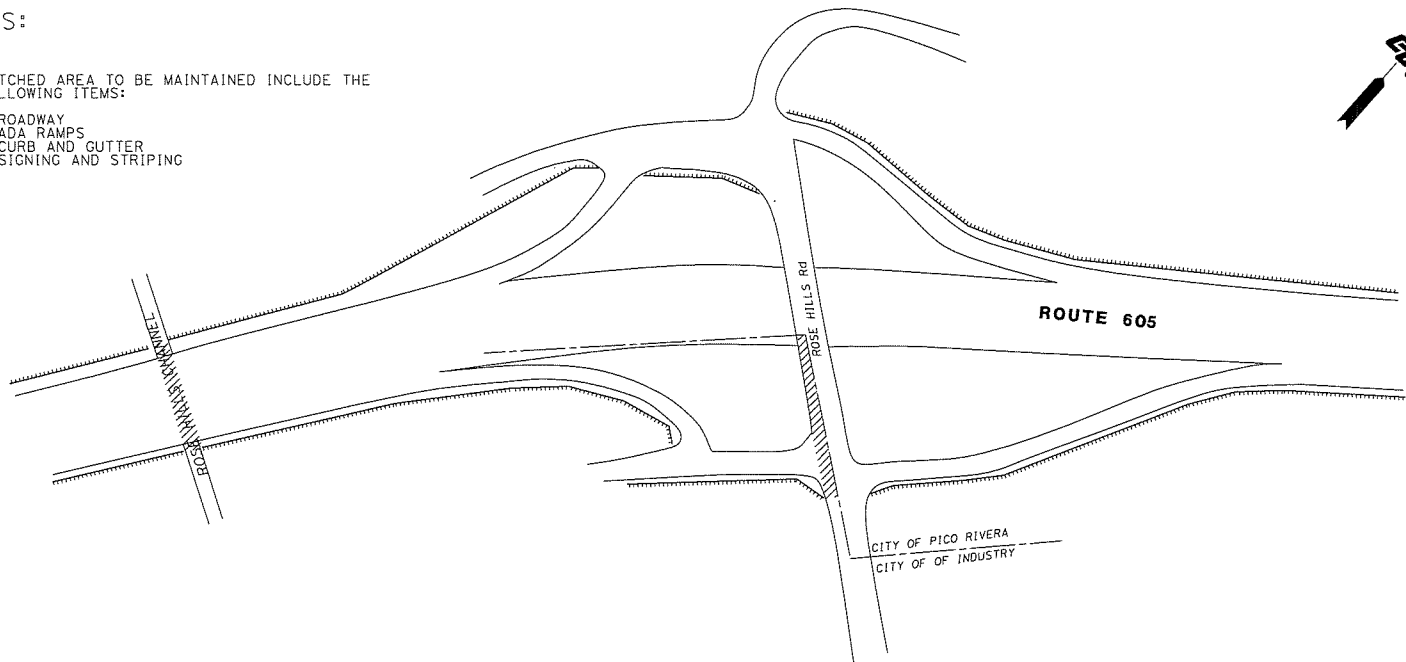
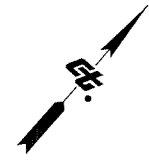
- STATE RIGHT OF WAY LIMITS
-  TO BE MAINTAINED BY THE CITY
- CITY JURISDICTION LIMITS

DIST	COUNTY	ROUTE	POST MILES	SHEET No.	TOTAL SHEETS
07	LA	605	15.4,15.6	8	9

NOTES:

HATCHED AREA TO BE MAINTAINED INCLUDE THE FOLLOWING ITEMS:

- ROADWAY
- ADA RAMP
- CURB AND GUTTER
- SIGNING AND STRIPING




ROSE HILLS CHANNEL Br No. 53 1830  
ROSE HILLS ROAD OVERCROSSING Br No. 53 1533

**EXHIBIT "A"**

NO SCALE

LEGEND:

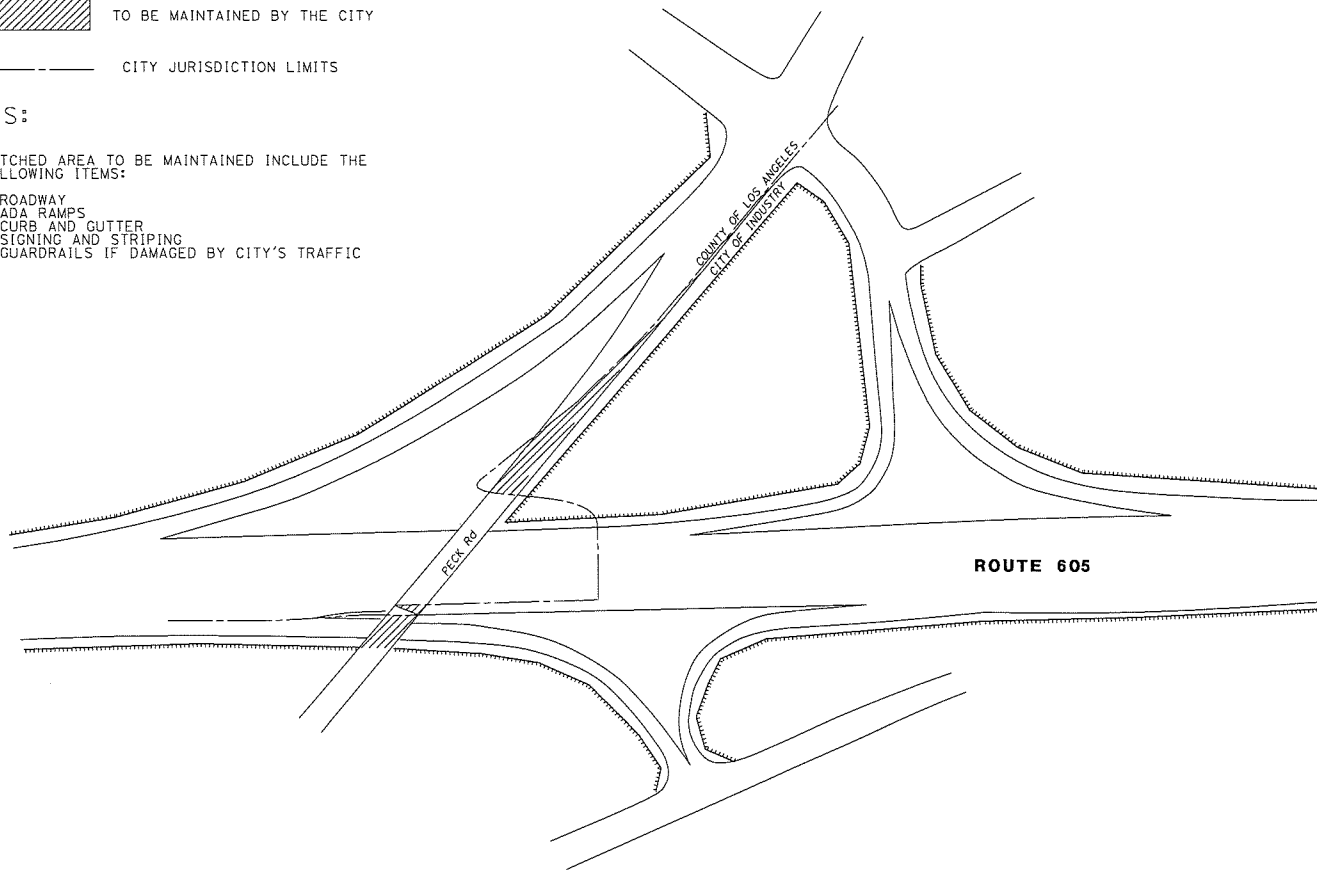
- STATE RIGHT OF WAY LIMITS
-  TO BE MAINTAINED BY THE CITY
- CITY JURISDICTION LIMITS

NOTES:

HATCHED AREA TO BE MAINTAINED INCLUDE THE FOLLOWING ITEMS:

- ROADWAY
- ADA RAMPS
- CURB AND GUTTER
- SIGNING AND STRIPING
- GUARDRAILS IF DAMAGED BY CITY'S TRAFFIC

DIST	COUNTY	ROUTE	POST MILES	SHEET No.	TOTAL SHEETS
07	LA	605	16.7	9	9



PECK ROAD OVERCROSSING Br No. 53 1477

**EXHIBIT "A"**

NO SCALE

**EXHIBIT B**

LETTER OF CERTIFICATE OF CITY OF INDUSTRY STATEMENT OF SELF  
INSURANCE



California Department of Transportation  
100 South Main Street, MS 03  
Los Angeles, CA 90012

August 11, 2022

ATTN: Godson Okereke, Deputy District Director, Maintenance

City of Industry  
Department of Finance

RE: Statement of Self Insurance for City of Industry Related to Freeway Maintenance Agreement with State of California Department of Transportation (“STATE”) for the City maintenance responsibilities along Highways 60 and 605.

Dear Mr. Okereke

The purpose of this letter is to certify that the CITY is self-insured and self-funded covering third-party claims arising out of its general operations (for example, commercial general liability and automobile liability insurance). Further the CITY is self-insured covering workers’ compensation claims and has received the consent of the State Department of Industrial Relations to do so.

Each fiscal year, as a part of its budgetary process, the CITY appropriates funds specifically to satisfy valid third-party claims and workers’ compensation claims, which may be brought against the CITY.

The CITY certifies its self-insured, general liability coverage for bodily injury liability and property damage liability, meets the required coverage amounts in section 15 (INSURANCE) of the Maintenance Agreement, specifically general liability insurance, coverage of bodily injury liability and property damage liability in an amount of \$250,000.00. The CITY further represents that regarding any claims made in connection with the Maintenance Agreement by the STATE, the STATE will be first-in-line regarding the reserved, self-insured amounts.

If you need any additional information regarding this letter, please direct those inquiries through my office.

Sincerely,

FINANCE MANAGER

*CITY COUNCIL*


ITEM NO. 6.8



# CITY OF INDUSTRY

## MEMORANDUM

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

**FROM:** Joshua Nelson, City Manager 

**STAFF:** Mathew Hudson, Engineering Manager  
Tim Bowser, GIS Manager, CNC Engineering

**DATE:** August 11, 2022

**SUBJECT:** Consideration of a Professional Services Agreement with Cartegraph Systems LLC, for Work Order Geographic Information System Software, in the amount of \$167,545.00, through March 21, 2025 (MP 16-06)

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### **Background:**

The City has been working with Cartegraph Systems, LLC (“Cartegraph”) since 2016. Cartegraph provides a software that tracks the City’s field operations and City asset condition in a geographic information system (“GIS”) environment. Additionally, Cartegraph provides a data collection platform that complies with best practices which includes extraction and asset module services for the following assets: sign, support, sidewalk, ADA ramp, median, landscape, trees, parcel, water, bus stop and pavement inspection. The City Council previously approved two, three year extensions with Cartegraph in 2016 and 2019, and the current term expired on March 21, 2022.

### **Discussion:**

City Staff is recommending a Professional Services Agreement (“Agreement”) with Cartegraph to continue providing services for a new three year term through March 21, 2025. Also included as part of this Agreement are additional services that Cartegraph will be providing to the City. First, Cartegraph will provide two onsite training service events to be scheduled within the term of the Agreement. Each training will be a two-day event. Topics will include implementation consulting and system configuration. Second, the Asset Builder extension will allow the City to create new assets within Cartegraph, including access to API for integration building and access to add customized assets. Third, the continuation of SeeClickFix, that allows the public to report concerns, such as potholes, available online and through an application. Fourth, the continuation of a Test Environment that allows staff to implement the entry of the Industry Public Utilities database while not disrupting the current live environment of the program.

Fifth, Asset Condition Manager that allows Staff to create preventative maintenance plans. It will also create access to the following performance management areas, such as prediction groups, minimum condition groups, activities and impacts, criticality factor and

install/replaced dates. Without the Asset Condition Manager function, the City would only have available a five-star rating option for inspections, which is limited in detailed information that can be inputted.

Finally, Scenario Builder is a new budgeting and planning tool which allows Staff to run maintenance scenarios against any City asset to prioritize projects, maximize impact, and predict costs. Scenario Builder considers current asset conditions and performance curves to predict the performance of assets before maintenance is completed. Cartegraph will provide up to sixteen hours of remote training where Staff will become familiar with Scenario Builder's functionality.

**Fiscal Impact:**

The fiscal impact is \$167,545.00 over three years. The first term will cost \$68,950.00, which includes the cost for the training, and the second term will cost \$48,570.00. In the adopted Fiscal Year 2022-2023 Budget, \$100,000.00 is approved (Account No. 100-525-5695.04, MP 16-06). The third term will cost \$50,025.00 to be paid in Fiscal Year 2023-2024.

**Recommendation:**

Staff recommends the City Council approve the Professional Services Agreement with Cartegraph.

**Exhibit:**

- A. Professional Services Agreement with Cartegraph Systems, LLC., dated August 11, 2022

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JN/MH/TB:as

**EXHIBIT A**

Professional Services Agreement with Cartegraph Systems, LLC., dated  
August 11, 2022

[Attached]

## CITY OF INDUSTRY

### PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of August 11, 2022 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Cartegraph Systems LLC, a Delaware 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 March 22, 2022, and shall remain and continue in effect until tasks described herein are completed, but in no event later than March 21, 2025 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 operations management systems technology, 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. SERVICE DISCONTINUANCE**

If Consultant at any time discontinues offering any Solutions or any Services, Consultant will give City reasonable advance notice of such discontinuation. Upon such date of discontinuation, Consultant will have the right to terminate this Agreement as to those Solutions or Services upon notice to City. As of the date of termination, Consultant will credit to City, on a pro-rated basis, any pre-paid Fees under this Agreement and Consultant shall have no further obligation to provide the Solutions or any Service under this Agreement.

### **4. MANAGEMENT**

The 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.

### **5. PAYMENT**

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, and pursuant to the schedule set forth in Sections 5(d) and (e) below, based upon actual time spent on the above tasks. This amount shall not exceed One Hundred Sixty-Seven Thousand Five Hundred Forty-Five dollars (\$167,545.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement. This amount does not include any local, state, provincial, federal, or foreign taxes, levies, assessments, duties, or other governmental charges of any kind or nature, including, without limitation, any value-added tax (VAT), stamp or other similar tax, social security (or local equivalent), state or regional tax, or income or other federal tax. City will be responsible for all use, sales, and other taxes imposed on the Solutions and/or Services provided under 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 as set forth in Sections 5(d) and (e) below, for subscriptions and services that are provided. Payment in U.S. dollars 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.

(d) The fee for Solutions is as follows:

- a. \$47,150.00 due upon execution of this Agreement.
- b. \$48,570.00 due 15 days prior to 1st year anniversary of term start date.
- c. \$50,025.00 due 15 days prior to 2nd year anniversary of term start date.

(e) Invoicing for the Implementation Services shall occur upon the City's execution of this Agreement and invoiced as follows:

- 25% upon execution of this Agreement.
- 25% 3 months from execution of this Agreement.
- 25% 4 months from execution of this Agreement.
- 25% 6 months from execution of this Agreement.

(f) Implementation Services will be scheduled and delivered upon your acceptance of this Agreement, which will be considered your notification for Consultant to proceed. City agrees to work with Consultant to schedule Services in a timely manner.

## **6. SUSPENSION OR TERMINATION OF AGREEMENT**

(a) Either Party may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the other Party at least thirty (30) days prior written notice. Upon receipt of said notice, the other Party shall immediately cease all work under this Agreement, unless the notice provides otherwise. If either Party 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 meets the specification requirements of this Agreement. 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.



(c) If Consultant at any time discontinues offering any Solutions or any Services to new customers, Consultant will give City reasonable advance notice of such discontinuation. Upon such date of discontinuation, Consultant will have the right to terminate this Agreement as to those Solutions or Services upon notice to City. As of the date of termination, Consultant will credit to City, on a pro-rated basis, any pre-paid Fees under this Agreement and Consultant shall have no further obligation to provide the Solutions or any Service under 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 directly 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.

(c) Consultant retains all right, title, and interest in and to the Solutions, Cartegraph Technology, Cartegraph Data, any additions, improvements, updates, new versions, or other modifications thereto created by either party, whether or not through the Services, alone, jointly, or with any third party, and all IPR (as defined below) therein and related thereto. City does not receive any ownership interest in or to any of the foregoing, and no right or license is granted to City to use any of the foregoing apart from City's right to access and use the Solutions under this Agreement. Without limiting the foregoing, City agrees to and does hereby make all assignments necessary to provide Consultant with the ownership rights set forth in this Section. All names and logos associated with the Solutions and other Services are trademarks of Consultant (or its third party providers) and no right or license is granted to City to use them. Any rights not expressly granted to City hereunder are reserved

by Consultant. City will not remove or alter any proprietary rights legend on the Solutions, Cartegraph Technology, or Cartegraph Data. For purposes of this Agreement, "IPR" means any and all intellectual property and other proprietary rights throughout the world, including, all copyrights, trademarks, service marks, trade secrets, patent rights, moral rights, rights in data and databases, and contract rights.

## 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.

(d) Consultant shall defend City from and against any action, claim, lawsuit, or other adversarial proceeding brought against City by a third party (other than a City Related Party) that the use by City of the Covered Services (as defined in Section 15 herein) infringes any

U.S. patent, or copyright or misappropriates any trade secret in existence under any Laws of any state within the U.S. Consultant will pay those losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs of City in any such action. If City is, or Consultant reasonably believes City may be, enjoined from using any Covered Services due to an action covered by this Section, Consultant may procure the right for City to continue using the Covered Services, replace or modify the Covered Services so that it becomes non-infringing, or terminate this Agreement and provide City a refund of any pre-paid amounts applicable to the Covered Services (if any). Consultant will have no obligation under this Section or otherwise with respect to any action or losses in the case of: (a) any use of any Covered Services other than by City; (b) any use of any Covered Services not under and in accordance with this Agreement; (c) any use of any Covered Services in combination with products, equipment, services, processes, software, data or information not supplied by Consultant; or (d) any modification of or enhancement to any Covered Services other than by Consultant. This Section constitutes Consultant's sole and exclusive liability, and City's sole and exclusive remedy, for any infringement or misappropriation of IPR or any other rights relating to the solutions.

## **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 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 as stated above 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. DATA SECURITY**

Consultant shall establish and maintain during the term an information security policy providing for reasonable administrative, technical, physical safeguards and security measures designed to protect against the unintended or unauthorized destruction, loss, alteration, or access of any data, information, and other content provided to Consultant or through the Solutions by or on behalf of City ("Customer Data") in the possession or control of Consultant, which safeguards and measures are compliant with applicable federal, state, provincial, or local laws, rules, and regulations ("Laws"). City will establish and maintain during the term reasonable and appropriate administrative, technical, and physical safeguards and security measures designed to protect against the unintended or unauthorized destruction, loss, alteration, or access of any Cartegraph Data in the possession or control of City, which safeguards and measures are consistent with applicable Laws. Each party will promptly notify the other party of any data security breach or similar incident that has, or might have, compromised the privacy or security of any Customer Data or, in the case of City, any Cartegraph Data in the possession or control of such party.

#### **16. NON-INFRINGEMENT**

Consultant represents and warrants to City that the use by City of the Solutions during the term and in accordance with this Agreement (the "Covered Services") will not infringe any third party U.S. patent or copyright or misappropriate any third party trade secret in existence under any Laws of any state within the U.S. As Consultant's sole obligation and City's sole and exclusive remedy for of any failure by Consultant to comply with the foregoing sentence, Consultant shall defend City against any such failure as set forth in Section 8(d) of this Agreement.

#### **17. DISCLAIMER**

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SOLUTIONS AND ALL SERVICES UNDER THIS AGREEMENT, AND ALL CARTEGRAPH DATA PROVIDED THROUGH THE SOLUTIONS OR THOSE SERVICES, ARE PROVIDED TO CITY STRICTLY "AS IS" AND "AS AVAILABLE" AND CONSULTANT AND ITS PROVIDERS EXPRESSLY DISCLAIM, AND CITY DISCLAIMS ANY RELIANCE ON, ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD THERETO OR TO ANY OTHER SUBJECT MATTER OF THIS AGREEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AVAILABILITY OR ERROR-FREE OPERATION. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CONSULTANT, ITS EMPLOYEES, DISTRIBUTORS, DEALERS, OR AGENTS WILL INCREASE THE SCOPE OF, OR CREATE ANY NEW WARRANTIES IN ADDITION TO, THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT.

**18. NOTICES**

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

To City:	City of Industry 15625 Mayor Dave Way City of Industry, CA 91744 Attention: City Manager
With a Copy To:	Casso & Sparks, LLP 13300 Crossroads Parkway North, Suite 410 City of Industry, CA 91746 Attention: James M. Casso, City Attorney
To Consultant:	Cartegraph Systems, LLC 3600 Digital Drive Dubuque, Iowa 52003 Attention: Mitch Bradley, SVP of Sales & Marketing

**19. ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any monies due hereunder, without prior written consent of the City. Notwithstanding, Consultant may assign this Agreement to any party that assumes Consultant's obligations hereunder, including by sale, merger, or consolidation. Consultant will provide City written notice within 30 days of such assignment.

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

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

**20. 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.

**21. 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.

**22. 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.

**23. 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.

**24. 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.

**25. 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.

**26. 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.

**27. 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.

**28. LIMITATION ON LIABILITY**

IN NO EVENT WILL CONSULTANT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), ARISING IN ANY WAY IN CONNECTION WITH OR OUT OF THIS AGREEMENT, INCLUDING THE USE OF OR ACCESS TO THE SOLUTIONS OR ANY SERVICES OR THE CARTEGRAPH TECHNOLOGY (OR ANY CARTEGRAPH DATA), EVEN IF CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING ANY LOSS OF DATA, OPPORTUNITY, LOSS OF REVENUES OR PROFITS, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE SERVICES. CONSULTANT'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE SOLUTIONS, AND ALL SERVICES PROVIDED UNDER THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE FEES PAID TO CARTEGRAPH HEREUNDER IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING CAUSE TO SUCH LIABILITY. NOTWITHSTANDING THE FOREGOING, THE PARTIES AGREE THAT THIS LIMITATION OF LIABILITY SHALL NOT LIMIT ANY INSURANCE PROCEEDS THAT MAY BE AVAILABLE AS A RESULT OF THE COVERAGE REQUIREMENTS SET FORTH IN EXHIBIT C. CITY AGREES THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND ACKNOWLEDGE THAT CONSULTANT WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. IN JURISDICTIONS WHERE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, CONSULTANT'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.



**29. FORCE MAJEURE**

Neither Party will be held responsible for failure or delay in the performance of any obligation under this Agreement, with the exception of the obligation to pay fees, if such failure or delay is due to acts of God, war, terrorism, strikes, boycotts, labor disputes, fire or other loss of facilities, pandemics, epidemics or related quarantines, accidents, or any other cause beyond its control (each, a "Force Majeure"). If the performance of any obligation under this Agreement by either Party is prevented, restricted or interfered with by reason of a Force Majeure event, the Party whose performance is so affected, upon giving prompt notice to the other Party, will be excused from such performance to the extent of such Force Majeure event, provided that the Party so affected will take all reasonable steps to avoid or remove such causes of non-performance and will continue performance hereunder with dispatch whenever such causes are removed.

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

**"CITY"**  
**City of Industry**

**"CONSULTANT"**  
**Cartegraph Systems LLC**

By: \_\_\_\_\_  
Joshua Nelson, City Manager

By: \_\_\_\_\_  
Mitch Bradley, SVP of Sales & Marketing

**Attest:**

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

**Approved as to form:**

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

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

**EXHIBIT A**  
**SCOPE OF SERVICES**

Consultant shall provide the following:

Hosted operations management and asset management solutions (the "Cartegraph Solutions" or "Solutions"), for City's own internal use and operations.

Consultant shall provide City with a subscription to access and use the Solutions set forth in this Agreement, and perform those Services specified in this Agreement (the services provided by Consultant under this Agreement, including the services made available through the Solutions, the "Services"). All access to and use of the Solutions and the performance of all Services are subject to the terms of this Agreement.

The Solutions will include the functionality described in the Agreement. Consultant may from time to time update, change, or revise the functionality of the Solutions, provided the functionality of the Solutions is not materially decreased from that described in this Agreement or amendment thereto.

Subject to the terms and conditions of this Agreement, during the term of this Agreement Consultant shall provide the City with a non-exclusive, non-transferable, and non-sublicensable subscription to allow employees and independent contractors of City ("Users") to access and use the Solutions, solely for purposes of City's own internal use and operations. If City purchased a per-user subscription, as indicated in the Agreement, only the finite number of subscriptions indicated in the Agreement have been purchased by City and only that finite number of Users may access and use the Solutions at any given time. If City has purchased an unlimited subscription, as indicated in the Agreement, all Users associated with City are permitted to access and use the Solutions at any given time. In either case, the subscription applies only to the Users and does not allow access to or use of the Solutions by any affiliated entities or organizations, or any other entity unless approved in advance by Consultant in writing.

City may access the Solutions solely through the account established for City (an "Account"). City will be permitted to establish user identifications and passwords through which individual Users may access the Solutions through City's Account ("User IDs"). Each User ID is issued to a specific User and may be used only by that User. City will ensure that all information about each User provided to Consultant in connection with establishing each User ID is accurate and complete and will maintain that information as accurate and complete throughout the term of this Agreement. City is and will remain solely responsible for all use of the Solutions by any User, and for compliance by each User with the applicable terms of this Agreement. If City authorizes an independent contractor or consultant as a User, in addition to being responsible for such independent contractor's or consultant's actions as a User, City shall also require such independent contractor or consultant to agree to terms at least as protective of the Solutions as those contained in this Agreement prior to being granted access to the Solutions. City will ensure the security and confidentiality of each User ID and will use commercially reasonable efforts to prevent unauthorized access to or use of the Solutions. City will notify Consultant promptly of any such unauthorized access or use of the Solutions or if any User ID is lost, stolen, or otherwise compromised.

City acknowledges that City is and will remain fully responsible for all costs, fees, liabilities, or damages incurred through any access to or use of the Solutions through City's Account or by any User (whether lawful or unlawful) and that any Services used or transactions facilitated through City's Account or under any User ID will be deemed to have been completed by City. In no event will Consultant be liable for the foregoing obligations or any failure by City to fulfill such obligations.

The Solutions, the software, hardware, databases, and other technology used by or on behalf of Consultant to provide the Solutions (the "Cartegraph Technology"), and their structure, organization, and underlying data, information, and source code, constitute valuable trade secrets of Consultant and its licensors. As a condition to the use of and access to the Solutions, City will not, and will not permit any User or other third party to: (a) access or use the Solutions except as expressly permitted by this Agreement; (b) access or use the Cartegraph Technology directly, except through the Solutions as expressly provided in this Agreement; (c) use the Solutions in any unlawful or illegal manner or in any other manner that could damage, disable, overburden or impair the Cartegraph Technology; (d) use automated scripts to collect information from or otherwise interact with the Cartegraph Technology; (e) alter, modify, reproduce, create derivative works of the Cartegraph Technology; (f) distribute, sell, resell, lend, loan, lease, license, sublicense, transfer, or otherwise make available the Solutions or any of City's rights to access or use the Solutions or any Service to any third party; (g) reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code or method of operation of or any trade secrets embodied in the Cartegraph Technology; (h) attempt to circumvent or overcome any technological protection measures intended to restrict access to any portion of the Cartegraph Technology; (i) use the Cartegraph Technology for purposes of monitoring their availability, performance or functionality, or for any other benchmarking, business intelligence, data mining, or competitive purposes; or (j) interfere in any manner with the operation or hosting of the Cartegraph Technology.

Consultant shall provide City with software in connection with the Solutions ("Software"). Unless any Software provided by Consultant in connection with the Solutions is subject to a license or other agreement separate from this Agreement that City has entered into (or may enter into) with Consultant (a "Software License Agreement"), Consultant grants City a limited, non-exclusive, non-transferrable, non-assignable, license solely to install and execute the Software in accordance with the instructions provided by Consultant for City's own internal use and operations in connection with City's access to and use of the Solutions. Except as expressly set forth in the foregoing sentence (or any applicable Software License Agreement), City is granted no licenses or rights, whether by implication, estoppel, or otherwise, in or to any Software, and City may not modify, reproduce, perform, display, create derivative works from, republish, post, transmit, transfer, sell, distribute, or in any way exploit any Software without the prior written permission of Consultant. Except as set forth in this Agreement, the terms of any Software License Agreement will control in the event of a conflict between the terms of this Agreement and that Software License Agreement. City agrees that use of the Software is limited as described in the Agreement, as either: (1) Browser Based User – Each browser-based User is defined by User ID; or For Server Software – One copy of Software for each server. City agrees that Consultant may audit City's Software usage remotely or on-site upon reasonable notice and during standard business hours. Prevention of audit by City may be grounds for termination of this Agreement. Consultant and its licensors will not be responsible to City for loss of use of any

Software or for any other liabilities arising from alterations, additions, adjustments, or repairs which are made to any Software by City or other third parties. Consultant reserves the right to terminate the licenses granted to any Software or any Services provided in connection with that Software upon written notice to City if any such alteration, addition, adjustment, or repair adversely affects Consultant's ability to render Services.

Consultant shall provide the following Support Services:

## **1. Support Services**

### **a. Campus – [www.cartegraph.com/campus](http://www.cartegraph.com/campus)**

Consultant User Assistance area is a convenient and easily-shareable resource designed to help City better understand the functions and capabilities of Cartegraph Solutions. Instantly access user tips, step-by-step guides, videos, and more.

### **b. Dedicated, Unlimited, Toll-free Phone Support - 877.647.3050**

When questions need answers and difficulties arise, Consultant support team will provide the guidance and assistance needed. Reach Consultant anytime Monday-Friday, 7:00 am-7:00 pm CT.

### **c. Secure, Live Remote Support**

If a challenge requires a more hands-on approach, Consultant has the remote support tools to fix it. A support team member will directly interact with City's system to find a fast, effective solution.

## **2. Training & Education Services**

### **a. Convenient Online Resources**

Consultant will provide access to Cartegraph Campus which is an online repository of documentation and tutorial videos, upcoming event information, and more.

### **b. Customer Led User Groups**

Consultant will provide access to user group seminars and conferences such as CarteCon where City Staff can network with similar other users in the region. Customer-led User Groups help discover what other organizations are doing to get more from Cartegraph solutions and services.

## **3. Releases & Upgrades**

### **a. New Releases**

- i. City's cloud-hosted site will be automatically upgraded by Consultant's system developers after the release is available. City will experience increased system performance while gaining timely access to the latest features and functionality.

ii. For the on-premises installation, Consultant's technical specialists will work with City's IT staff to receive the latest software release in a timely manner.

Service Packs:

- A Service Pack consists of lower-severity bug fixes and/or small platform updates.
- If required, cloud-hosted sites will receive Service Packs as needed. These Service Packs are installed by the Cartegraph System Consultants.
- On-premises customers that contacted Cartegraph Technical Support about an issue that is resolved with the Service Pack, will be provided the service pack for installation. These on- premises customers can then schedule a time to install the Service Pack with our Technical Support team

**b. Hot Fixes**

If an issue is determined to be a defect and falls outside the standard release cycle, Consultant will issue a hot fix and provide application specialists with detailed levels of product knowledge to work with you in achieving a timely and effective resolution.

Consultant shall provide the support services only to City, provided that Consultant reserves the right to contact any third party as necessary to facilitate the delivery of support services or other services relating to the Solutions. Said support applies only to the most current version of the product and the previous version in succession.

All support services are dependent upon the use by City of the Solutions in accordance with Consultant's documentation and specifications. Consultant is under no obligation to modify the Solutions so that the modified Solutions would depart from Consultant's published documentation and specifications for such Solutions.

The scope of work includes the following professional services which will be delivered to the City based on the descriptions below and are subject to the limitations and terms and conditions set forth in the Agreement:

**Extended Support**

- Consultant will provide the following services a total of twice within the duration of the contract.
  - A remote requirement gathering workshop, up to four (4) hours, to increase our understanding of City's business and functional goals. Through workshops and/or interviews, Consultant will identify needs and/or goals to address for the onsite event.
  - A two-day (2-day) onsite event for post-production system development. The agenda will be defined, and agreed upon, by both City and Consultant's project managers. Topics may include any of the following:
    - Project or implementation consulting
    - System configuration for your current products

- Training

## Training

Consultant shall provide remote train-the-trainer training, up to sixteen (16) hours, on Scenario Builder functionality. Training topics include:

- Scenario Builder
  - Settings:
    - Prediction Groups
    - Minimum Condition Groups
    - Activities and Impacts
    - Criticality Factor
    - Install/Replaced Dates
  - Scenarios:
    - Planned Work
    - Map Control
    - Work Order Creation
    - Scenario Types
    - Plan Years and Budgets
    - Protocols
    - Data Exports
  - Consultant recommended best practices for scenario builder

Consultant will provide all services remotely via audio, video, and web conferences unless otherwise noted.

## Exclusions

The following service items are not included in the Services:

- Implementation of any custom modification or integration developed by Consultant, City internal staff, or any third-party is not included in the scope of this project unless specifically listed above.
- Data conversion services from other software system(s) or sources (including Consultant Navigator databases) are not included in the scope of this project unless specifically listed above.
- Any service items discussed during demonstrations, conference calls, or other events are not included in the scope of this project unless specifically listed above.

## City/Consultant Responsibilities

City and Consultant accept responsibility for all aspects of project planning, management, and execution not specifically identified as the sole responsibility of Consultant in the Agreement. Ongoing management of the day-to-day allocation of City and Consultant resources and management of project tasks is the responsibility of the City and Consultant project representatives. City and Consultant project representatives will provide overall guidance and direction for the project and will direct the project accordingly. Further, and with

regard to the Consultant obligations listed in this Agreement, City understands that it is vital to the success of the project that City provides assistance in the following matters:

1. For those services listed under Field Services, Consultant personnel will conduct information gathering and evaluation sessions with various City Users and management. While Consultant respects the time and workload of City staff, dedicated time on the part of the appropriate City resources is necessary to complete these exercises.
2. The installation process requires the assistance of City personnel and suitable access to hardware and systems (e.g., security clearance). City is required to supervise the installation process while systems are accessible to Consultant. All hardware and software, for both personal computers and servers, is expected to be available, installed, and operating as specified in Consultant's system requirements documentation such that delivery and execution of Consultant Field Services will not be impeded.
3. City and Consultant understand that the successful performance of Field Services depends upon City fulfilling its responsibilities. The Project assumes that City will provide all personnel required to achieve a successful implementation, including a dedicated project manager responsible for reviewing the implementation scope of work, ensuring all attended meetings are attended by invited staff, and providing leadership and insight on all relevant internal issues such as policy/procedure, organizational structure, project stakeholders, technical architecture, data, and current systems. City responsibility also includes internal documentation, internal change management, task completion, staff coordination and schedule commitment.
4. City will provide Internet access and IT staff support as required. For those services that are web-based, Consultant utilizes WebEx Meeting (or similar) technology.
5. City shall ensure that their workstation platform and database meet Consultant system requirements as specified in the Consultant System Requirements documentation. Solutions will be supported within new versions of these workstation platforms and databases within a reasonable period of time from their release from their manufacturer. Consultant will discontinue support of its Solutions within older versions of these workstation platforms and databases as their support is discontinued by their manufacturers.
6. City agrees to work with Consultant to schedule Implementation Services in a timely manner. All Implementation Services shall be completed within 365 days of execution of this Agreement, unless mutually agreed otherwise.

**EXHIBIT B  
RATE SCHEDULE**

<b>TERM 1 – 3/22/2022-3/21/2023 SERVICES</b>				
<b>No.</b>	<b>Product</b>	<b>Code</b>	<b>Quantity</b>	<b>Unit Price</b>
1	Expense Reimbursement (at-cost) Expenses for two (2) trips to client site to accommodate two onsite training services events - \$2,400 per trip, all travel shall be in economy class	LCG038	2	\$4,800.00
2	Implementation Services Two (2) two-day onsite training service events - \$7,600 per event – per attached Scope of Services	CGPFSV	2	\$15,200.00
3	Implementation Services Basic Services Package for Scenario Builder Add-on – Remote Training and Consulting	CGPFSV	1	\$1,800.00
<b>TERM 1 – 3/22/2022-3/21/2023 SERVICES TOTAL</b>			<b>\$21,800.00</b>	
<b>SUBSCRIPTION</b>				
<b>No.</b>	<b>Product</b>	<b>Code</b>	<b>Quantity</b>	<b>Price</b>
1	SCF Other Agency Type	SCFOTH	10.00	\$5,500.00
2	OMS Plus	OMSPLS	1	\$22,050.00
3	Integration Toolkit (option)	OMSAPI	1	\$0
4	Asset Builder (option)	OMSABD	1	\$0
5	Facilities Domain	DOM001	1	\$0
6	Sanitary Sewer Domain	DOM005	1	\$0
7	Stormwater Domain	DOM007	1	\$0
8	Transportation Domain	DOM008	1	\$0
9	Walkability Domain	DOM009	1	\$0
10	Water Distribution Domain	DOM010	1	\$0
11	OMS User	OMSUSR	100	\$16,400.00
12	Scenario Builder (option)	OMSSCB	1	\$3,200.00
<b>TERM 1 – 3/22/2022-3/21/2023 SUBSCRIPTION TOTAL</b>			<b>\$47,150.00</b>	
<b>TERM 2 – 3/22/2023-3/21/2024 SUBSCRIPTION</b>				
<b>No.</b>	<b>Product</b>	<b>Code</b>	<b>Quantity</b>	<b>Price</b>
1	SCF Other Agency Type	SCFOTH	10	\$5,675.00
2	OMS Plus	OMSPLS	1	\$22,680.00
3	Integration Toolkit (option)	OMSAPI	1	\$0
4	Asset Builder (option)	OMSABD	1	\$0
5	Facilities Domain	DOM001	1	\$0
6	Sanitary Sewer Domain	DOM005	1	\$0
7	Stormwater Domain	DOM007	1	\$0
8	Transportation Domain	DOM008	1	\$0
9	Walkability Domain	DOM009	1	\$0
10	Water Distribution Domain	DOM010	1	\$0
11	OMS User	OMSUSR	100	\$16,920.00
12	Scenario Builder (option)	OMSSCB	1	\$3,295.00
<b>TERM 2 – 3/22/2023-3/21/2024 SUBSCRIPTION TOTAL</b>			<b>\$48,570.00</b>	
<b>TERM 3 – 3/22/2024-3/21/2025 SUBSCRIPTION</b>				
<b>No.</b>	<b>Product</b>	<b>Code</b>	<b>Quantity</b>	<b>Price</b>
1	SCF Other Agency Type	SCFOTH	10	\$5,850.00
2	OMS Plus	OMSPLS	1	\$23,360.00
3	Integration Toolkit (option)	OMSAPI	1	\$0
4	Asset Builder (option)	OMSABD	1	\$0
5	Facilities Domain	DOM001	1	\$0
6	Sanitary Sewer Domain	DOM005	1	\$0
7	Stormwater Domain	DOM007	1	\$0



8	Transportation Domain	DOM008	1	\$0
9	Walkability Domain	DOM009	1	\$0
10	Water Distribution Domain	DOM010	1	\$0
11	OMS User	OMSUSR	100	\$17,420.00
12	Scenario Builder (option)	OMSSCB	1	\$3,395.00
<b>TERM 3 – 3/22/2024-3/21/2025 SUBSCRIPTION TOTAL</b>				<b>\$50,025.00</b>

Total Term 1	\$68,950.00
Total Term 2	\$48,570.00
Total Term 3	\$50,025.00
<b>TOTAL</b>	<b>\$167,545.00</b>

#### SOLUTION SERVICES SCHEDULING

Solution Services will be scheduled and delivered upon your acceptance of this Agreement, which will be considered your notification for Consultant to proceed. City agrees to work with Consultant to schedule Services in a timely manner.

**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 or an equivalent, 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 or an equivalent 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 hired, non-owned or rented vehicles, in an amount not less than \$1,000,000.00 combined single limit for each accident.

**Professional liability (Technology Errors & Omissions) insurance.** Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the amount of \$5,000,000 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 one years after completion of the services required by this Agreement.

**Cyber liability insurance.** Consultant shall maintain cyber liability insurance in an amount not less than \$5,000,000.00 in the aggregate. Coverage shall be sufficiently broad to respond to the Services set forth in this Agreement, and shall include, but not be limited to, claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information (including credit monitoring costs), alteration of electronic information, extortion and network security.

**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 general liability automobile, and 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. The certificates must have all required endorsements attached or the Certificate will be rejected as non-compliant. Each successive year during the insurance requirement period shall be filed in the same manner. Acceptance or failure to reject any

certificates or endorsements shall in no way alter, amend, or limit the Vendor's duty to defend, indemnify, and hold harmless to the fullest extent of law.

**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, its agents, representatives, or employees.

**Primary/noncontributing.** Excluding Technology Errors and Omissions Insurance, Workers' Compensation Insurance and Employer's Liability Insurance, 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.** General Liability Insurance Automobile Insurance, and Workers' Compensation Insurance 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.

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.

**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 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 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. 7.1


Back-up Material will be a handout prior to Meeting



# CITY OF INDUSTRY

## MEMORANDUM

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

**FROM:** Joshua Nelson, City Manager 

**STAFF:** Sam Pedroza, Assistant City Manager

**DATE:** August 11, 2022

**SUBJECT:** Presentation, discussion, and direction regarding the Homestead Museum's draft mission and core values statements

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### **Background:**

On January 27, 2022, the City Council approved a Professional Services Agreement with Museum Management Consultants ("MMC") for museum strategy planning services. The services include touring the site, performing interviews, conducting a visioning workshop, and creating a five-year Strategic Plan.

### **Discussion:**

In April 2022, MMC conducted 13 interviews of City and museum staff and key members of the public. On June 21, 2022, MMC presented its interview findings of the museum's strengths, challenges, priorities, and next steps.

On July 25, 2022, MMC facilitated a brainstorming session on potential museum mission and core values statements. These statements will set the tone for the Strategic Plan regarding six key areas: Visitor Experience; Collections; Governance; Facilities; Marketing and Outreach; and Budget and Finances.

Sessions for Visitor Experience and Collections were conducted on July 26, 2022 and August 1, 2022, respectively. Future sessions will be scheduled for: Governance, Facilities, Marketing and Outreach, and Budgeting and Finances.

Staff is seeking the City Council's input and direction on the draft mission and core values statements (Exhibit B).

The purpose of drafting a mission statement is to clarify the museum's purpose, for whom, and with what impact. The core values set forth guiding principles on "how" the mission statement will be achieved. Collectively, the mission and core value statements guide

the museum's programs, services, and decisions by focusing on what is important to the organization.

**Fiscal Impact:**

There is no fiscal impact at this time.

**Recommendation:**

- 1.) Staff is seeking the City Council's direction on the Homestead Museum's draft mission and core values statements.

**Exhibit:**

- A. Draft mission and core values statements
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JN/BH:kt

**EXHIBIT A**

Draft mission and core values statements

[Attached]



*CITY COUNCIL*

ITEM NO. 7.2  
No backup Material