

CITY OF INDUSTRY

CITY COUNCIL SPECIAL MEETING AGENDA

AUGUST 12, 2022
4:00 PM



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

Addressing the City Council:

NOTICE OF TELEPHONIC MEETING:

- **Pursuant to AB 361 (Government Code Section 54953(e)), this meeting will be held telephonically. Members of the public can attend the meeting via telephonically, by calling the following conference call number: 657-204-3264, then entering the following Conference ID: 865 128 791#. 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 Thursday, August 11, 2022, to ensure that reasonable arrangements can be made to provide accessibility to the meeting.**
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Addressing the City Council:

Public Comments (Agenda Items Only): During public comments, if you wish to address the Council during this Special Meeting, under Government Code Section 54954.3(a), you may only address the City Council concerning any item that has been described in the notice for the Special Meeting.

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. Public Comments
5. **CONSENT CALENDAR**

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

5.1 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.

5.2 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.

5.3 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.

5.4 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.

- 5.5 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.

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

RECOMMENDED ACTION: Approve the Agreement.

- 5.7 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.

6. **CITY MANAGER REPORTS**

7. **AB 1234 REPORTS**

8. **CITY COUNCIL COMMUNICATIONS**

9. **CLOSED SESSION**

- 9.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of litigation pursuant to Government Code Section 54956.9(d)(2):
Three potential cases

- 9.2 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

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

CITY COUNCIL

ITEM NO. 5.1

**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

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

Check	Date		Payee Name	Check Amount
CITYGEN.CHK - City General				
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
PROPA.CHK - Prop A Checking				
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

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

<u>Checks</u>	<u>Status</u>	<u>Count</u>	<u>Transaction Amount</u>
	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

Check	Date	Description	Amount
300011	08/11/2022	CNC ENGINEERING	\$14,295.00
	Invoice		
	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
CITY.WF.CHK - City General Wells Fargo				
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
CITY.WF.CHK - City General Wells Fargo				
	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
78697	07/27/2022		SOCALGAS	\$267.41
	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
78698	07/27/2022		SOUTHERN CALIFORNIA EDISON	\$2,439.27
	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
78699	07/27/2022		WALNUT VALLEY WATER DISTRICT	\$5,264.73
	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	
CITY.WF.CHK - City General Wells Fargo				
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 NW 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	
78700	07/28/2022	ELITE ELEVATOR SERVICE	\$29,850.00	
	Invoice	Date	Description	Amount
	#1CITY-1487	07/01/2022	CITY HALL ELEVATOR UPGRADES	\$29,850.00
78701	08/02/2022	KEENAN AND ASSOCIATES	\$473,484.31	
	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
CITY.WF.CHK - City General Wells Fargo				
	276094	07/06/2022	EXCESS LIABILITY FY 22/23	\$71,187.00
	276082	07/06/2022	EXCESS LIABILITY FY 22/23	\$52,244.50
78702	08/02/2022		MUNICIPAL INSURANCE	\$411,967.00
	Invoice	Date	Description	Amount
	275909	07/01/2022	GENERAL LIABILITY INSURANCE FY 22/23	\$411,967.00
78703	08/03/2022		AT & T	\$102.78
	Invoice	Date	Description	Amount
	2023-00000171	07/17/2022	07/17-08/16/22 SVC - TONNER GUARD SHACK	\$102.78
78704	08/03/2022		FRONTIER	\$355.97
	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
78705	08/03/2022		SAN GABRIEL VALLEY WATER CO.	\$137.63
	Invoice	Date	Description	Amount
	2023-00000155	07/19/2022	06/15-07/18/22 SVC - 336 EL ENCANTO	\$137.63
78706	08/03/2022		SOCALGAS	\$31.56
	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
CITY.WF.CHK - City General Wells Fargo				
78707	08/03/2022	SOUTHERN CALIFORNIA EDISON		\$18,210.49
	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
78708	08/03/2022	SPARKLETTS		\$250.70
	Invoice	Date	Description	Amount
	21654939 072922	07/29/2022	WATER DELIVERY	\$250.70
78709	08/11/2022	ADVANTEC CONSULTING		\$12,975.00
	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
CITY.WF.CHK - City General Wells Fargo				
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

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

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

**CITY OF INDUSTRY
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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	2022-00000069	06/30/2022	IH FUEL PUMP-CITY HALL VEHICLES	\$661.91
78722	08/11/2022		CITY OF INDUSTRY-PAYROLL ACCT	\$150,000.00
	Invoice	Date	Description	Amount
	PR P/E 7/22/22	07/27/2022	REPLENISH PAYROLL FOR P/E 7/22/22	\$150,000.00
78723	08/11/2022		CNC ENGINEERING	\$218,921.25
	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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WELLS FARGO BANK
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Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
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
78724	08/11/2022	CNC ENGINEERING	\$73,910.26

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
CITY.WF.CHK - City General Wells Fargo				
	505919	07/28/2022	ALAMEDA CORRIDOR EAST RELATED PROJECTS	\$430.00
	505920	07/28/2022	TURNBULL CYN RD GRADE SEPARATION	\$307.50
				\$120.00
78725	08/11/2022		COSTCO WHOLESALE	
	Invoice	Date	Description	Amount
	595503370	07/01/2022	BUSINESS EXECUTIVE MEMBERSHIP-ANNUAL FEE	\$120.00
				\$9,617.84
78726	08/11/2022		COUNTY OF LA - DEPT OF	
	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
				\$28,588.58
78727	08/11/2022		COUNTY OF LA - DEPT OF	
	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
				\$1,534.50
78728	08/11/2022		DAPEER, ROSENBLIT, AND LITVAK,	
	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
				\$3,536.62
78729	08/11/2022		DEPT OF ANIMAL CARE & CONTROL	
	Invoice	Date	Description	Amount
	7/25/2022	07/25/2022	SHELTER COST-JUN 2022	\$3,536.62
				\$2,760.00
78730	08/11/2022		DOCUSIGN, INC.	

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	INV34065672	06/16/2022	E-SIGNATURE BUSINESS PRO EDITION SVC	\$2,760.00
			ELECTRA-MEDIA, INC	\$13,636.30
78731	08/11/2022			
	Invoice	Date	Description	Amount
	#3CITY-1467	08/01/2022	PUENTE HILLS AUTO CENTER PYLON SIGN UPGRADE	\$14,354.00
			FEDERAL EXPRESS CORP.	\$75.01
78732	08/11/2022			
	Invoice	Date	Description	Amount
	7-819-88927	07/15/2022	MESSENGER SVC	\$31.58
	7-827-21843	07/22/2022	MESSENGER SVC	\$43.43
			FIRETEAM ONE, INC.	\$8,327.55
78733	08/11/2022			
	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
			GROUP C MEDIA, INC.	\$5,500.00
78734	08/11/2022			
	Invoice	Date	Description	Amount
	33484	07/20/2022	AD FOR BUSINESS FACILITIES	\$5,500.00
			HDL COREN & CONE	\$2,870.45
78735	08/11/2022			
	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
CITY.WF.CHK - City General Wells Fargo				
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
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	160009	07/15/2022	LEGISLATIVE SVC-JUL 2022	\$10,000.00
78742	08/11/2022		KEENAN AND ASSOCIATES	\$7,810.00
	Invoice	Date	Description	Amount
	277615	07/13/2022	P & L CLAIMS ADMIN FEE APR-JUN 2022	\$7,810.00
78743	08/11/2022		KONICA MINOLTA	\$303.50
	Invoice	Date	Description	Amount
	9008729671	07/15/2022	COPY MACHINE MAINT 7/15-10/14/22-HOMESTEAD	\$303.50
78744	08/11/2022		L A COUNTY DEPT OF PUBLIC	\$19,353.14
	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
78745	08/11/2022		L A COUNTY DEPT OF PUBLIC	\$63,690.40
	Invoice	Date	Description	Amount
	IN220001041	07/11/2022	BLDG & SAFETY-ONE STOP SHOP FOR MAY 2022	\$63,690.40
78746	08/11/2022		L A COUNTY SHERIFF'S	\$988,489.75
	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
CITY.WF.CHK - City General Wells Fargo				
	223591LL	07/15/2022	SHERIFF CONTRACT-JUN 2022	\$934,257.35
			LA PUENTE VALLEY COUNTY	\$287.98
78747	08/11/2022			
	Invoice	Date	Description	Amount
	BS;07/22	07/21/2022	WATER MONITORING-BOY SCOUTS RESERVE	\$287.98
			LEIGHTON CONSULTING INC	\$8,825.26
78748	08/11/2022			
	Invoice	Date	Description	Amount
	51944	07/27/2022	TESTING/INSPECTION SLURRY SEAL FY 21/22	\$8,825.26
			LOCKS PLUS, INC.	\$168.63
78749	08/11/2022			
	Invoice	Date	Description	Amount
	25290	07/21/2022	DUPLICATE KEYS AND LOCKS	\$168.63
			MELVYN GREEN & ASSOCIATES, INC.	\$4,950.00
78750	08/11/2022			
	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
			MR PLANT & INTERIOR BOTANICAL	\$850.00
78751	08/11/2022			
	Invoice	Date	Description	Amount
	AUG 18618	08/01/2022	PLANT MAINT-AUG 2022	\$850.00
			MX GRAPHICS, INC.	\$1,362.12
78752	08/11/2022			
	Invoice	Date	Description	Amount
	26329	07/28/2022	BLUEPRINT SVC-MP 20 17 3	\$131.40

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	26249	07/20/2022	LINE SCANNING-JN 6201	\$1,230.72
78753	08/11/2022		NEXTIVA, INC.	\$1,808.36
	Invoice	Date	Description	Amount
	54048142588	07/28/2022	CITY HALL PHONE SVC	\$1,808.36
78754	08/11/2022		NEXUSTEK	\$3,312.30
	Invoice	Date	Description	Amount
	274354	07/21/2022	SERVICE CALL-LASERFICHE	\$3,312.30
78755	08/11/2022		NICHOLS CONSULTING ENGINEERS,	\$5,205.00
	Invoice	Date	Description	Amount
	1191013003	07/26/2022	DATA COLLECTION-PAVEMENT PLAN	\$5,205.00
78756	08/11/2022		PASTPERFECT SOFTWARE, INC.	\$1,210.00
	Invoice	Date	Description	Amount
	2022PPO-35301	07/25/2022	ANNUAL SUPPORT RENEWAL-HOMESTEAD	\$1,210.00
78757	08/11/2022		PLACEWORKS	\$40,231.11
	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
78758	08/11/2022		PRINCE GLOBAL SOLUTIONS, LLC	\$5,000.00

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

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

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
78770	08/11/2022		SPECIAL T WATER SYSTEMS, INC.	\$225.00
	Invoice	Date	Description	Amount
	207747	07/15/2022	SERVICE CALL-EL ENCANTO	\$225.00
78771	08/11/2022		SQUARE ROOT GOLF & LANDSCAPE,	\$182,205.46
	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
78772	08/11/2022		STAPLES BUSINESS ADVANTAGE	\$498.20
	Invoice	Date	Description	Amount
	8066839837	07/09/2022	OFFICE SUPPLIES	\$455.46
	8066910691	07/16/2022	OFFICE SUPPLIES	\$42.74
78773	08/11/2022		SUNSYSTEM TECHNOLOGY	\$2,680.65
	Invoice	Date	Description	Amount
	078349	07/02/2022	TROUBLESHOOT-METRO SOLAR	\$2,680.65
78774	08/11/2022		SUPERIOR COURT OF CA-LA	\$3,957.50
	Invoice	Date	Description	Amount
	JUNE 2022	07/26/2022	PARKING CITATIONS REPORT- JUNE 2022	\$3,957.50

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CITY.WF.CHK - City General Wells Fargo				
78775	08/11/2022		SYNCHRONY BANK/AMAZON	\$1,921.66
	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
78776	08/11/2022		THE TECHNOLOGY DEPOT	\$1,239.60
	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
78777	08/11/2022		VALLEY POWER SYSTEMS, INC.	\$725.00
	Invoice	Date	Description	Amount
	R68427	05/24/2022	MONTHLY GENERATOR INSPECTION-CITY HALL	\$725.00
78778	08/11/2022		VALLEY VISTA SERVICES, INC	\$1,309.91
	Invoice	Date	Description	Amount
	4873838	06/30/2022	DISP SVC-CITY RESIDENTS	\$1,309.91
78779	08/11/2022		WEST COAST ARBORISTS, INC.	\$146,922.00
	Invoice	Date	Description	Amount

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

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
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
78780	08/11/2022		WILLDAN ENGINEERING	\$6,921.50
	Invoice	Date	Description	Amount
	00623566	04/18/2022	ENG SVC-NELSON/PUENTE AVE	\$6,921.50
78781	08/11/2022		WILLIAM OHANESIAN JR	\$250.00
	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. 5.2

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
MAY 26, 2022
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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.

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
MAY 26, 2022
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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.*

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:

Adopt Resolution No. CC 2022-

21.

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:

Approve the list of applicants to sell safe and sane fireworks beginning June 28, 2022 and ending July 5, 2022 as conditioned.

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

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
MAY 26, 2022
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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

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 SURRENDOR 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 BUILIDNG 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

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
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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 12th through the 15th. 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

JULIE ROBLES
CITY CLERK

CITY COUNCIL REGULAR MEETING MINUTES
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PAGE 1

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

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

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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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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CITY OF INDUSTRY, CALIFORNIA
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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.

CORY C. MOSS
MAYOR

JULIE ROBLES
CITY CLERK

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

JUNE 9, 2022
PAGE 1

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.

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

JUNE 9, 2022
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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.

CORY MOSS
MAYOR/CHAIR/PRESIDENT

JULIE ROBLES
CITY CLERK/SECRETARY

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: 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:
Professional Services Agreement with Pacific Utility Installation, Inc.

Approve Amendment No. 2 to the

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 19th 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.

CORY C. MOSS
MAYOR

JULIE ROBLES
CITY CLERK

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.

CORY C. MOSS
MAYOR

JULIE ROBLES
CITY CLERK

CITY COUNCIL


ITEM NO. 5.3




CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: 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

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

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 12th day of August 2022, by the following vote:

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

Cory C. Moss, Mayor

ATTEST:

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 special meeting held on August 12, 2022, by the following vote:

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

Cory C. Moss, Mayor

ATTEST:

Julie Gutierrez-Robles, City Clerk

CITY COUNCIL

ITEM NO. 5.4



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Joshua Nelson, City Manager *ON*

STAFF: Bing Hyun, Assistant City Manager

DATE: August 12, 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

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 12, 2022

JN/BH:kt

EXHIBIT A

Amendment No. 1 to the License Agreement with Meals on Wheels – Industry, Inc.
dated August 12, 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 12th 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. 5.5



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Joshua Nelson, City Manager *JN*

STAFF: Sam Pedroza, Assistant City Manager

DATE: August 12, 2022

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

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.

JN/SP:yp

EXHIBIT A

Proposal from Civic Publications, Inc.

[Attached]

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
Industry Annual Report to the Public	TBD	\$26,328.00	LA Times & SGVN
		Total	
		\$120,964.00	
<u>Additional Publication if needed</u>			
Full-page Los Angeles Times	TBD	15,541	
	Grand Total	\$136,505.00	

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. 5.6



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Joshua Nelson, City Manager 

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

DATE: August 11, 2022

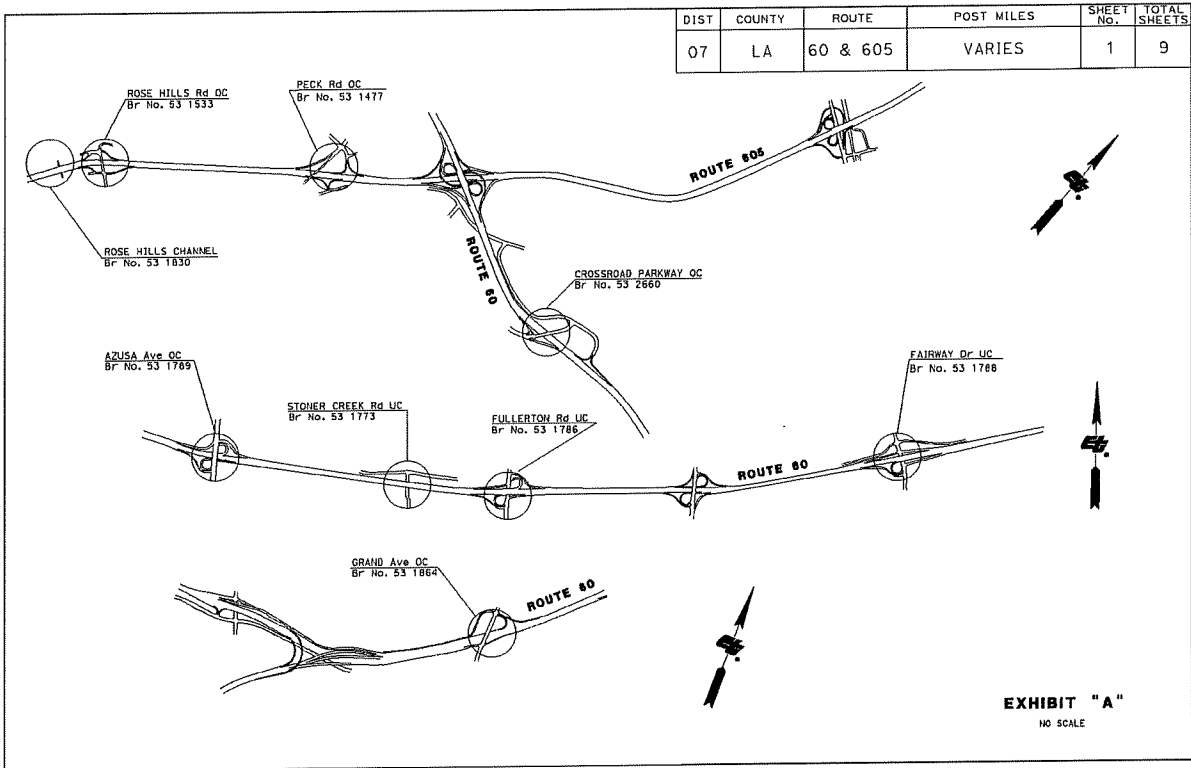
SUBJECT: Consideration of a Freeway Maintenance Agreement with the State of California, acting by and through the Department of Transportation

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

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 11TH 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
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

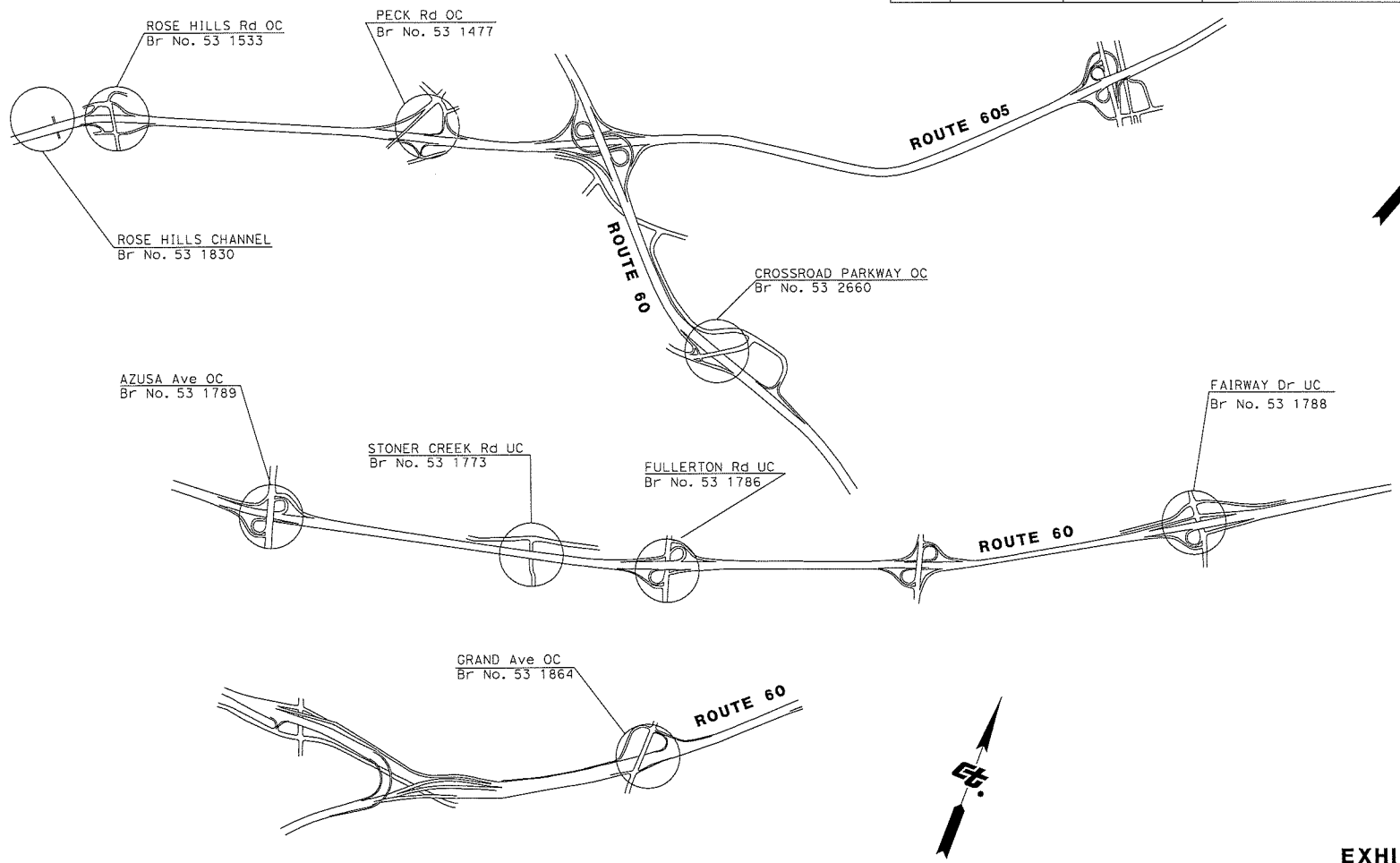



EXHIBIT "A"
NO SCALE

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

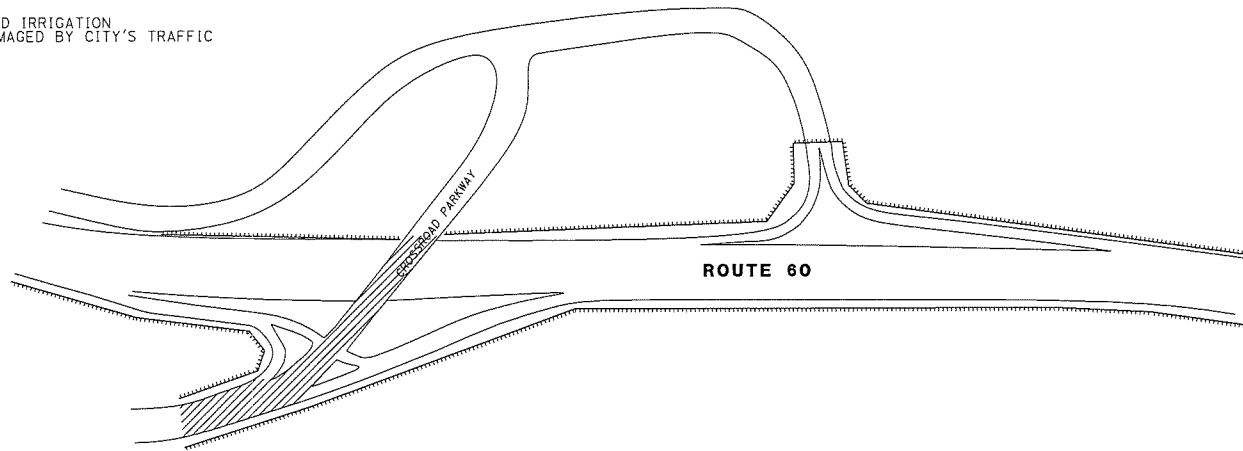
LEGEND:

- 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

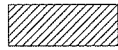
EXHIBIT "A"

NO SCALE

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

LEGEND:

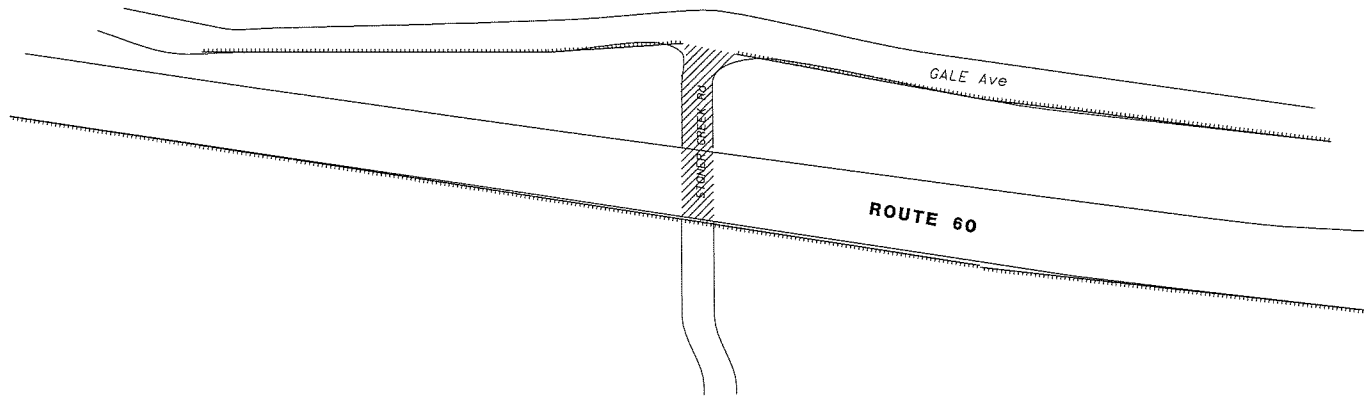
----- STATE RIGHT OF WAY LIMITS

 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
- LANDSCAPING
- EQUESTRIAN WOOD RAILINGS
- GUARDRAILS IF DAMAGED BY CITY'S TRAFFIC



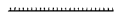


STONER CREEK ROAD UNDERCROSSING Br No. 53 1773

EXHIBIT "A"

NO SCALE

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

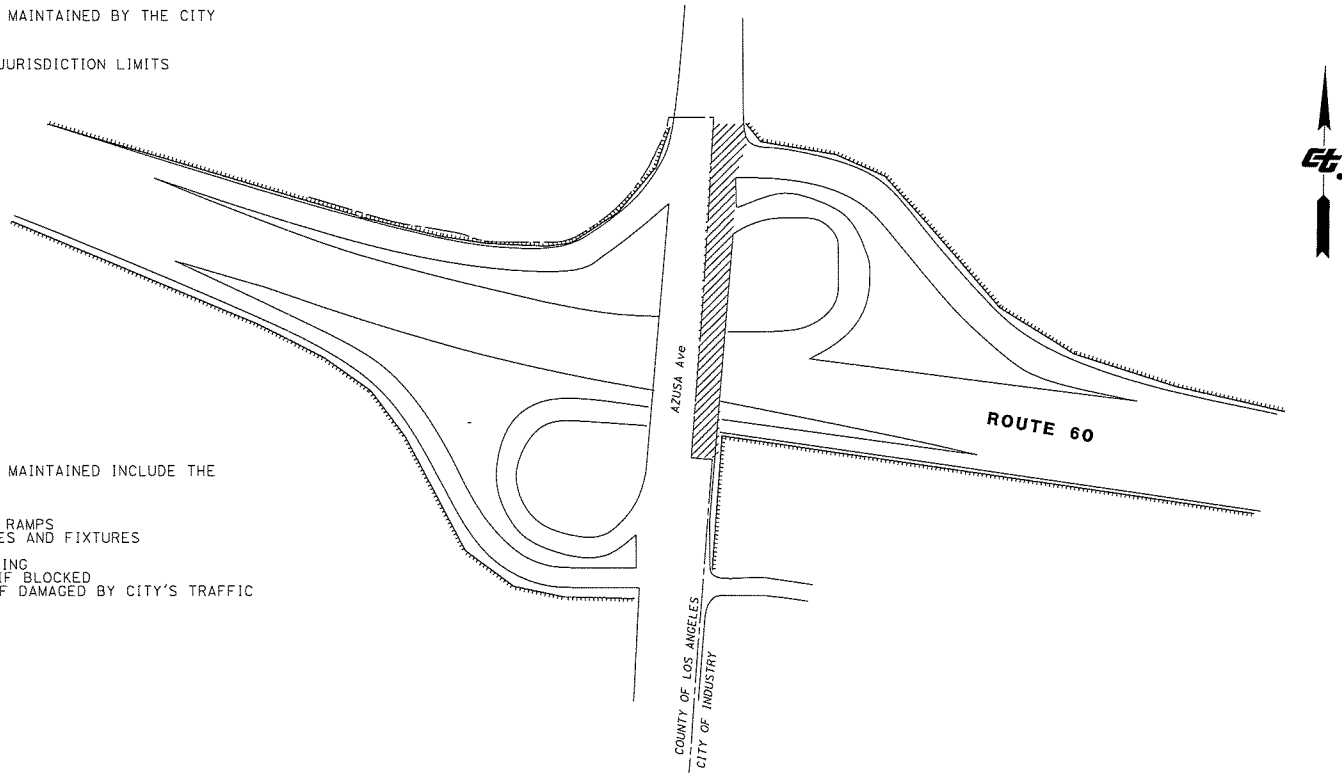
LEGEND:

-  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 RAMPS
- 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

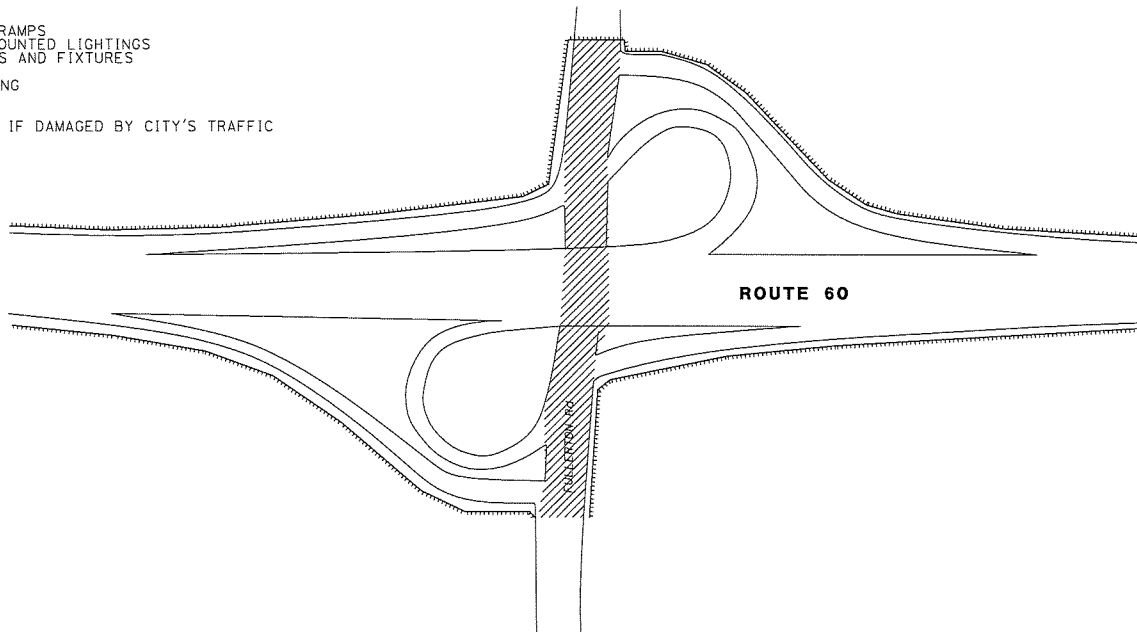
LEGEND:

- 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

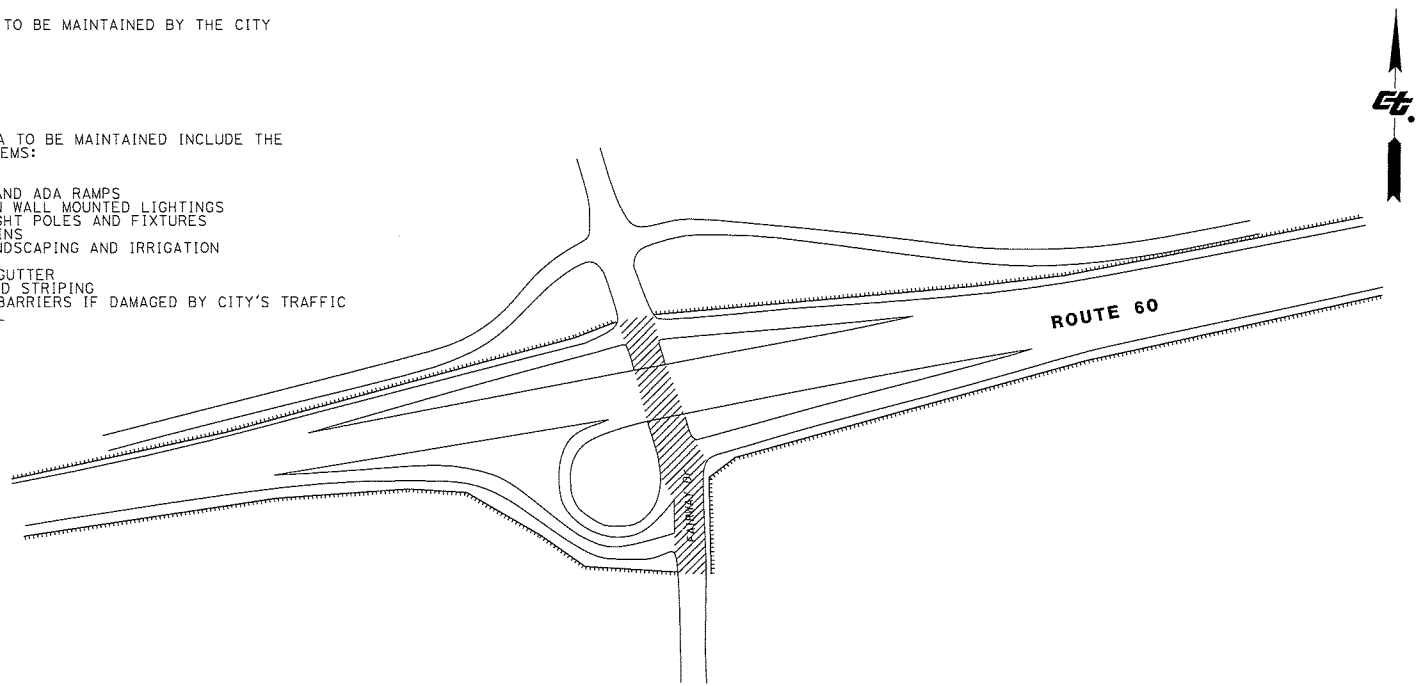
LEGEND:

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

NOTES:

HATCHED AREA TO BE MAINTAINED INCLUDE THE FOLLOWING ITEMS:

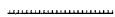


- ROADWAY
- SIDEWALK AND ADA RAMP
- PEDESTRIAN WALL MOUNTED LIGHTINGS
- STREET LIGHT POLES AND FIXTURES
- CATCH BASINS
- MEDIAN LANDSCAPING AND IRRIGATION
- HARDSCAPE
- CURB AND GUTTER
- SIGNING AND STRIPING
- CONCRETE BARRIERS IF DAMAGED BY CITY'S TRAFFIC
- BLOCK WALL



FAIRWAY DRIVE UNDERCROSSING Br No. 53 1788

EXHIBIT "A"
NO SCALE

LEGEND:

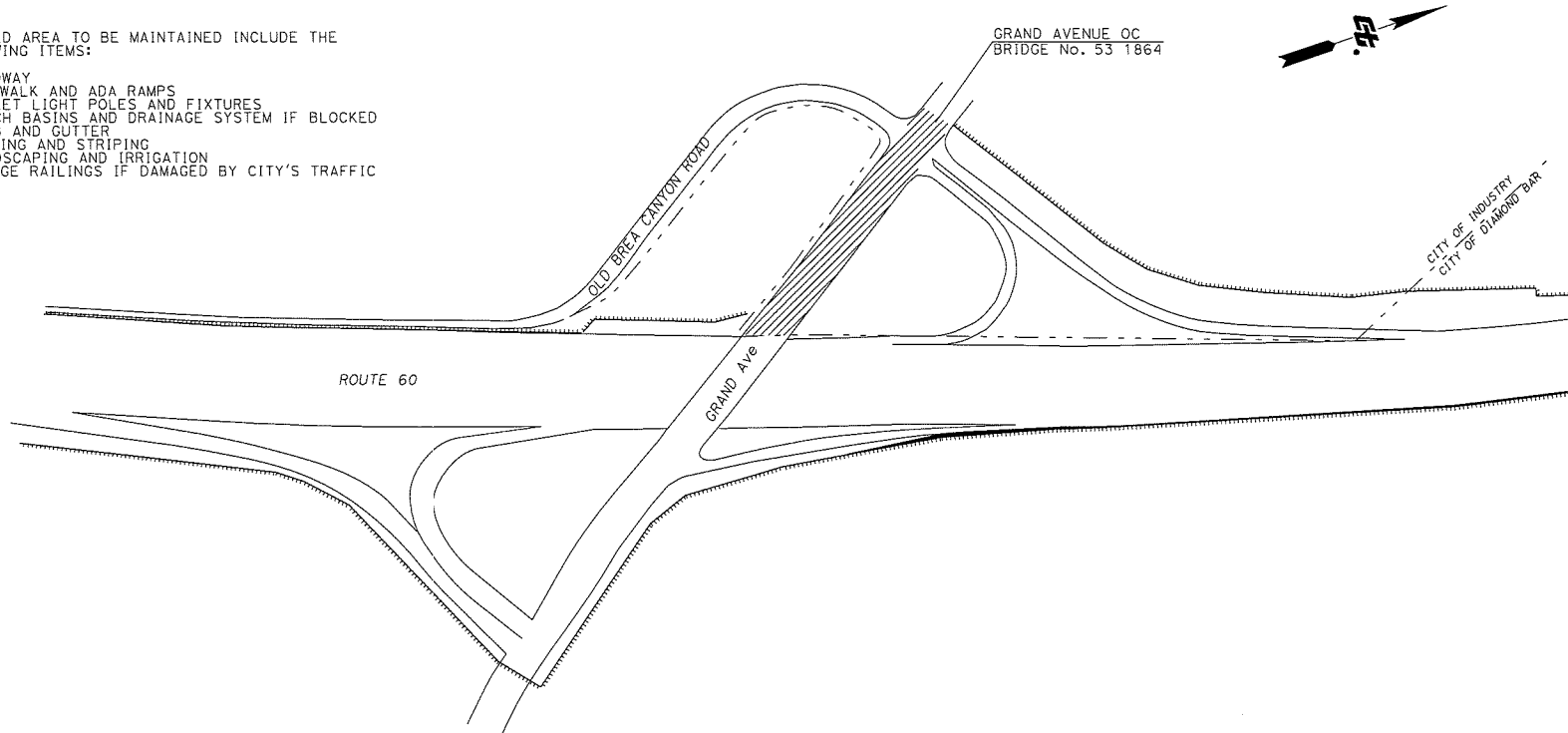
-  STATE RIGHT OF WAY LIMITS
-  TO BE MAINTAINED BY THE CITY
-  CITY JURISDICTION LIMITS

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

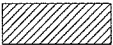


GRAND AVENUE OVERCROSSING Br No. 53 1864

EXHIBIT "A"

NO SCALE

LEGEND:

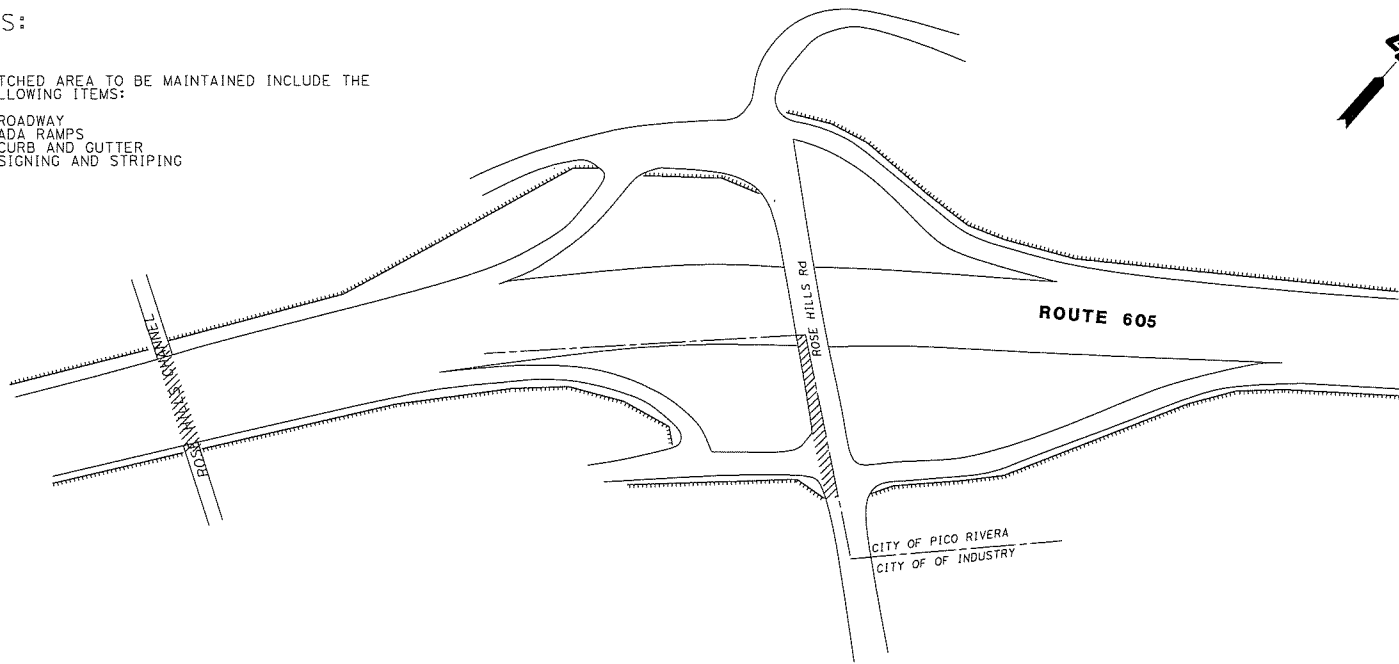
- STATE RIGHT OF WAY LIMITS
-  TO BE MAINTAINED BY THE CITY
- CITY JURISDICTION LIMITS

NOTES:

HATCHED AREA TO BE MAINTAINED INCLUDE THE FOLLOWING ITEMS:

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

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






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

EXHIBIT "A"

NO SCALE

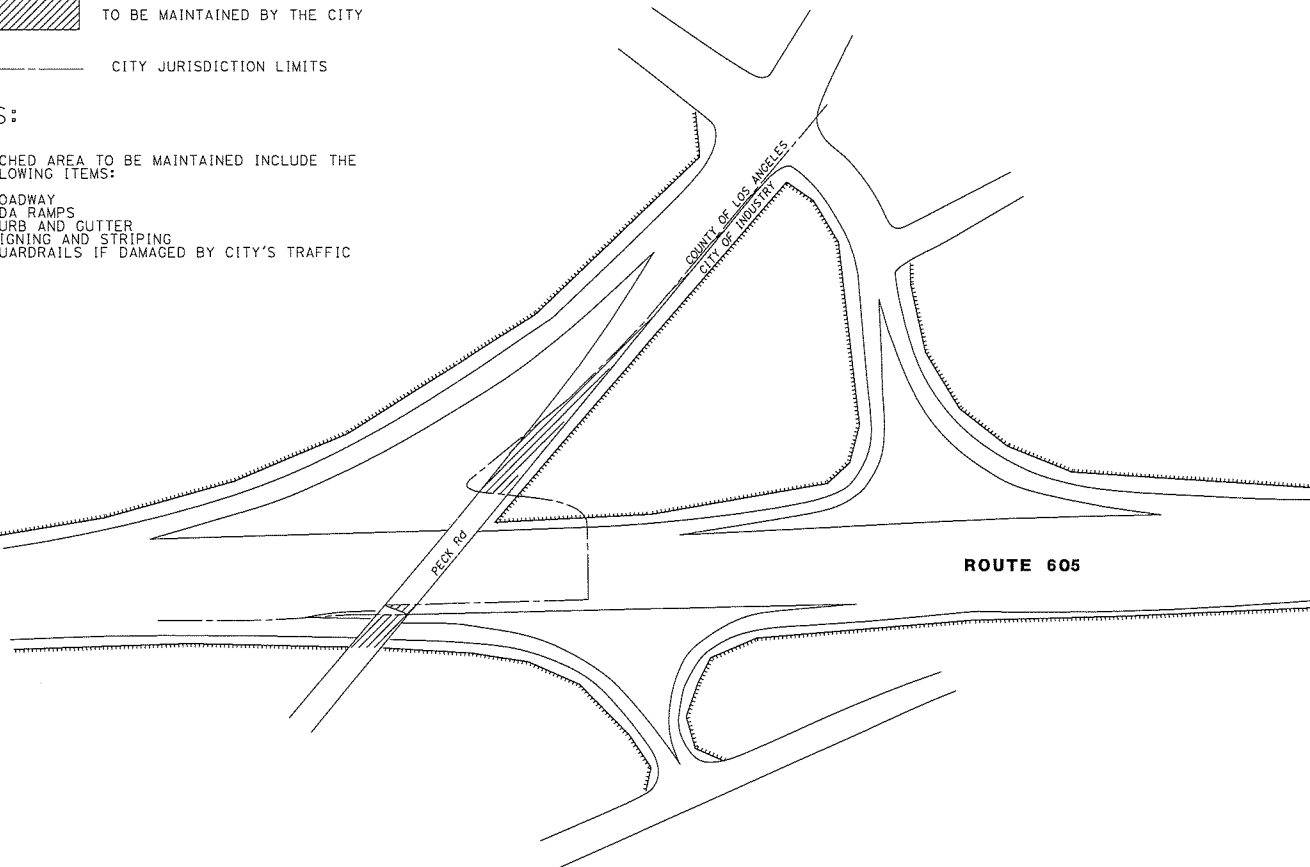
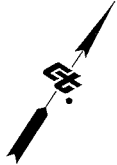
DIST	COUNTY	ROUTE	POST MILES	SHEET No.	TOTAL SHEETS
07	LA	605	16.7	9	9

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



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 inquires through my office.

Sincerely,

FINANCE MANAGER

CITY COUNCIL


ITEM NO. 5.7



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Joshua Nelson, City Manager 

STAFF: Mathew Hudson, Engineering Manager
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)

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

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

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

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.cartograph.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

TERM 1 – 3/22/2022-3/21/2023 SERVICES				
No.	Product	Code	Quantity	Unit Price
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
TERM 1 – 3/22/2022-3/21/2023 SERVICES TOTAL			\$21,800.00	
SUBSCRIPTION				
No.	Product	Code	Quantity	Price
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
TERM 1 – 3/22/2022-3/21/2023 SUBSCRIPTION TOTAL			\$47,150.00	
TERM 2 – 3/22/2023-3/21/2024 SUBSCRIPTION				
No.	Product	Code	Quantity	Price
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
TERM 2 – 3/22/2023-3/21/2024 SUBSCRIPTION TOTAL			\$48,570.00	
TERM 3 – 3/22/2024-3/21/2025 SUBSCRIPTION				
No.	Product	Code	Quantity	Price
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
TERM 3 – 3/22/2024-3/21/2025 SUBSCRIPTION TOTAL				\$50,025.00

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

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 year 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.