CITY COUNCIL
SPECIAL MEETING
AGENDA

MARCH 19, 2025 AT 8:30 AM

MAYOR CORY MOSS
MAYOR PRO TEM MICHAEL GREUBEL
COUNCIL MEMBER STEVE MARCUCCI
COUNCIL MEMBER MARK D. RADECKI
COUNCIL MEMBER NEWELL RUGGLES

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

ADDRESSING THE CITY COUNCIL:

Agenda Items: Members of the public may address the Council on any matter listed on the Agenda. Anyone wishing to speak to the Council is asked to complete a Speaker's Card which can be found at the back of the room and at the podium. The completed form should be submitted to the City Clerk prior to the Agenda item being called and prior to the individual being heard by the Council.

Public Comments (Agenda Items Only): During public comments, if you wish to address the City 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.

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

www.microsoft.com/microsoft-teams/join-a-meeting
Meeting ID: 279 630 399 271
Meeting Passcode: TT7is65H

Or call in (audio only)
+1 657-204-3264,
Phone Conference ID: 698 915 755#

AMERICANS WITH DISABILITIES ACT:

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

AGENDAS AND OTHER WRITINGS:

In compliance with SB 343, staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 East Stafford Street, Suite 100, City of Industry, California, at the office of the City Clerk during regular business hours, Monday through Thursday 8:00 a.m. to 5:00 p.m., Friday 8:00 a.m. to 4:00 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.

1. Call to Order

2. Flag Salute

3. AB 2449 Vote on Emergency Circumstances (if necessary)

4. Roll Call

5. Presentations

6. CONSENT CALENDAR

6.1. Consideration of the Register of Demands for March 13, 2025

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

6.2. Termination of the May 15, 2023 Professional Services and Software Agreement with OpenGov, Inc., and consideration of a revised Professional Services and Software Agreement with OpenGov

RECOMMENDED ACTION: Approve the Agreement.

6.3. Consideration of a Lease by and Between the City of Industry and Puente Hills Ford, LLC

RECOMMENDED ACTION: Approve the lease

6.4. Consideration of Resolution CC 2025-09 - CANCELLING THE JUNE 3, 2025, GENERAL MUNICIPAL ELECTION AND PROVIDING FOR THE APPOINTMENT TO THE OFFICE OF COUNCIL MEMBER

RECOMMENDED ACTION: Staff recommends that the City Council adopt Resolution CC 2025-09, appointing Michael Greubel and Steve Marcucci to four-year terms; and cancelling the June 3, 2025, General Municipal Election

6.5. Consideration of a License Agreement with the City of La Puente, for access to Assessor’s Parcel No. 8208-025-943, for a community event

RECOMMENDED ACTION: Approve the License Agreement

6.6. Consideration of the 2024 Housing Element Annual Progress Report

RECOMMENDED ACTION: Receive and file the Housing Element Annual Progress Report for 2024, and direct Staff to transmit copies to the California Department of Housing and Community Development and Governor's Office of Land Use and Climate Innovation no later than April 1, 2025, as required by State law.

6.7. Consideration of a Public Health Services Contract with the County of Los Angeles for public health services

RECOMMENDED ACTION: Approve the Agreement

6.8. Consideration of Amendment No. 6 to the Professional Services Agreement with Trimark Associates, Inc., for the Metrolink Solar and Electrical Vehicles Charger Facility, extending the term through March 31, 2028, revising the rate schedule, and increasing compensation by $91,639.50 (MP 06-18 #10)

RECOMMENDED ACTION: Approve the Amendment

6.9. Consideration of Amendment No. 1 to the Professional Services Agreement with Verdantas Inc., to provide on-call geotechnical engineering, extending the term through February 27, 2028, revising the Rate Schedule, and increasing compensation in the amount of $200,000.00

RECOMMENDED ACTION: Approve the Amendment

6.10. Consideration of Amendment No. 1 to the Maintenance Services Agreement with Sage Environmental, LLC., for grazing services at Tonner Canyon, extending the term through February 28, 2027, and increasing compensation by $370,500.00 (MP 00-20)

RECOMMENDED ACTION: Approve the Amendment

6.11. Consideration of Amendment No. 3 to the Professional Services Agreement with Transportation & Energy Solutions, Inc. for On-Call Traffic Engineering Services, extending the term through March 28, 2028, revising the rate schedule, and increasing compensation by $250,000.00

RECOMMENDED ACTION: Approve the Amendment

7. ACTION ITEMS

7.1. Consideration of a Resolution approving Development Plan Application No. 24-02, allowing a 24,792 square foot addition to an existing warehouse and manufacturing building, located at 15051 Don Julian Road, City of Industry, California, and adopting a Notice of Exemption regarding same, and making findings in support thereof

RECOMMENDED ACTION: Because the Project complies with the development standards of the City's Code, does not pose a significant impact on the environment, and satisfies the required findings outlined in Resolution No. CC 2025-10, Staff recommends that the City Council:
1) Adopt Resolution No. CC 2025-10 approving Development Plan No. 24-02, with the Standard Requirements and Conditions of Approval contained in the Resolution and Notice of Exemption regarding same.

8. PUBLIC HEARINGS-NONE

9. CLOSED SESSION

9.1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: *City of Industry v. Puente Hills Associates, LLC*
Los Angeles County Superior Court Case No. 25STCV03679

9.2. *CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION*
Pursuant to Government Code Section 54956.9(d)(1)
Case*: City of Industry v. Cubeworks.com.,et al.*
Superior Court of California, County of Los Angeles
East District, West Covina Courthouse Case No. 20PSCV00797

9.3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code Section 54956.8

Property: 1 Industry Hills Parkway, City of Industry, CA, 91744 also known as Assessor Parcel Numbers (portion of) 8247-014-900, (portion of) 8247-013- 908, 8262-001-900, 8262-001-902, (portion of) 8262-011-930, 8262-011- 931, 8262-012-270, 8262-012- 271, 8262-012-272, 8262-012-273, (portion of) 8262-012-274, (portion of) 8262-012- 275, 8262-012-276,(portion of) 8262- 015-900, (portion of) 8262-015-901, 8262-015-902, 8262-015-904, (portion of) 8262-015-905, 8263-008-270, 8263- 008-271, 8263-008-904 and 8263-027- 270
Agency Negotiators: Joshua Nelson, City Manager
James M. Casso, City Attorney
Negotiating Parties: Majestic Industry Hills, LLC, a Delaware limited liability company
Under Negotiation: Price and terms of payment

9.4. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Industry v. E-Ho One, LLC, et al.
Los Angeles County Superior Court Case No. 25STCV03695

9.5. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Industry v. Legacy City Center, LLC
Los Angeles County Superior Court Case No. 25STCV03524

9.6. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Industry v. Legacy Point, LLC
Los Angeles County Superior Court Case No. 25STCV03700

9.7. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Industry v. Puente Hills Associates, LLC
Los Angeles County Superior Court Case No. 25STCV03679

10. CITY MANAGER REPORTS

11. AB 1234 REPORTS

12. CITY COUNCIL COMMUNICATIONS

13. Adjournment. The next regular City Council Meeting is March 27, 2025, at 9:00 AM.

ITEM NO. 6.1

CITY OF INDUSTRY
AUTHORIZATION FOR PAYMENT OF BILLS
CITY COUNCIL MEETING OF MARCH 13, 2025

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
100	GENERAL FUND	1,161,627.08
103	PROP A FUND	63,814.82
107	MEASURE W FUND	58,476.94
120	CAPITAL IMPROVEMENTS	265,272.93
TOTAL ALL FUNDS		1,549,191.77

BANK RECAP:

BANK	NAME	DISBURSEMENTS
BOFA	BANK OF AMERICA - CKING ACCOUUNT	79,829.90
PROP/A	PROP A - CKING ACCOUNT	63,814.92
M/W	MEASURE W - CKING ACCOUNT	58,476.94
WFBK	WELLS FARGO - CKING ACCOUNT	1,347,070.11
TOTAL ALL BANKS		1,549,191.87

APPROVED PER CITY MANAGER _____

DATE 3/5/25

CITY OF INDUSTRY
BANK OF AMERICA
March 13, 2025

Check	Date	Payee Name	Check Amount
CITYGEN.CHK - City General			
WT1406	01/10/2025	**JOHN HANCOCK USA**	$6,329.35

Invoice	Date	Description	Amount
12/21/24-1/3/25	01/10/2025	PARS CONTRIBUTIUONS FOR 12/21/24-1/3/25	$6,329.35

WT1407	02/18/2025	**CAL-PERS**	$73,500.55

Invoice	Date	Description	Amount
MAR-25	02/18/2025	CALPERS MEDICAL PREMIUM FOR MARCH 2025	$73,500.55

Checks	Status	Count	Transaction Amount
	Total	**2**	**$79,829.90**

CITY OF INDUSTRY
PROP A
March 13, 2025

Check	Date	Payee Name	Check Amount

PROPA.CHK - Prop A Checking

Check	Date	Payee Name	Check Amount
90660	02/26/2025	SOUTHERN CALIFORNIA EDISON	$270.35

Invoice	Date	Description	Amount
2025-00001373	02/20/2025	1/21-2/19/25 SVC-600 S BREA CYN RD B	$270.35

Check	Date	Payee Name	Check Amount
90661	02/26/2025	WALNUT VALLEY WATER DISTRICT	$423.53

Invoice	Date	Description	Amount
5237664	02/11/2025	1/1-1/31/25 SVC-IRR-METROLINK STN-SPANISH LN	$423.53

Check	Date	Payee Name	Check Amount
90662	03/13/2025	CNC ENGINEERING	$57,175.00

Invoice	Date	Description	Amount
512023	02/27/2025	ANNUAL BUS STOP ADA IMPROVEMENTS	$23,290.00
512024	02/27/2025	METROLINK STATION COMMUTER RAIL STATION	$1,167.50
512025	02/27/2025	FULLERTON RD GRADE SEPARATION	$17,905.00
512026	02/27/2025	FAIRWAY DR GRADE SEPARATION	$4,207.50
512027	02/27/2025	TURNBULL CYN RD GRADE SEPARATION	$10,605.00

Check	Date	Payee Name	Check Amount
90663	03/13/2025	INDUSTRY SECURITY SERVICES	$5,843.04

Invoice	Date	Description	Amount
SG-ML-2026	02/21/2025	SECURITY SVC-METROLINK	$3,060.64
SG-ML-2027	02/28/2025	SECURITY SVC-METROLINK	$2,782.40

Check	Date	Payee Name	Check Amount
90664	03/13/2025	SO CAL INDUSTRIES	$103.00

Invoice	Date	Description	Amount
732635	02/18/2025	RR RENTAL-METROLINK	$103.00

CITY OF INDUSTRY
PROP A
March 13, 2025

Check	Date	Payee Name	Check Amount

PROPA.CHK - Prop A Checking

Checks	Status	Count	Transaction Amount
	Total	5	$63,814.92

CITY OF INDUSTRY
MEASURE W
March 13, 2025

Check	Date			Payee Name	Check Amount
MEASUREW.WF.CHK - Measure W Wells Fargo Checking					
300140	03/13/2025			**CASC ENGINEERING AND CONSULTIN**	$3,750.00
	Invoice	Date	Description	Amount	
	52835	01/31/2025	NPDES CONSULTING SVC	$3,750.00	
300141	03/13/2025			**CIVILTEC ENGINEERING, INC**	$16,022.50
	Invoice	Date	Description	Amount	
	52464	02/19/2025	FOUR GRADE SEPARATION PUMP STATIONS	$16,022.50	
300142	03/13/2025			**CNC ENGINEERING**	$18,990.00
	Invoice	Date	Description	Amount	
	512018	02/27/2025	NPDES STORM WATER	$8,258.75	
	512019	02/27/2025	REPAIRS/UPGRADES TO CITY OWNED PUMP STATION	$370.00	
	512020	02/27/2025	FOUR GRADE SEPARATION PUMP STATIONS	$875.00	
	512021	02/27/2025	FOUR GRADE SEPARATION PUMP STATIONS	$4,820.00	
	512022	02/27/2025	CATCH BASIN RETROFITS-PHASE 3	$4,666.25	
300143	03/13/2025			**L A COUNTY DEPT OF PUBLIC WORKS**	$1,551.49
	Invoice	Date	Description	Amount	
	IN250000462	01/07/2025	PUMP HOUSE EQUIPMENT	$1,551.49	
300144	03/13/2025			**LOS ANGELES COUNTY PUBLIC WORI**	$18,162.95
	Invoice	Date	Description	Amount	
	PW-25021003936	02/10/2025	PUMP HOUSE MAINT	$18,162.95	

Checks	Status	Count	Transaction Amount
	Total	**5**	**$58,476.94**

CITY OF INDUSTRY
WELLS FARGO WIRE TRANSFERS
March 13, 2025

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
WT10069	02/26/2025	**WELLS FARGO**	$34,346.87

Invoice	Date	Description	Amount
1/3-2/3/25-J	02/03/2025	CREDIT CARD EXPENSE P/E 2/3/25-JOSH	$19,233.98
1/3-2/3/25-S	02/03/2025	CREDIT CARD EXPENSE P/E 2/3/25-SAM	$6,266.13
1/3-2/3/25-V	02/03/2025	CREDIT CARD EXPENSE P/E 2/3/25-VERONICA	$8,846.76

Checks	Status	Count	Transaction Amount
	Total	**1**	**$34,346.87**

CITY OF INDUSTRY
WELLS FARGO BANK
March 13, 2025

Check	Date	Payee Name	Check Amount

CITY.WF.CHK - City General Wells Fargo

84700	02/25/2025		**AIRESPRING INC**		$1,336.80
	Invoice	Date	Description	Amount	
	194009132	02/16/2025	INTERNET SVC-HOMESTEAD	$1,336.80	
84701	02/25/2025		**BCN TELECOM, INC.**		$136.90
	Invoice	Date	Description	Amount	
	23876573	02/15/2025	PHONE LINE FOR ELEVATOR-CITY HALL	$136.90	
84702	02/25/2025		**HUMANA INSURANCE COMPANY**		$6,729.18
	Invoice	Date	Description	Amount	
	389690468	02/13/2025	DENTAL PREMIUM FOR MARCH 2025	$6,729.18	
84703	02/25/2025		**MUTUAL OF OMAHA - PAYMENT PROC**		$7,053.67
	Invoice	Date	Description	Amount	
	1846086112	03/01/2025	LIFE INS PREMIUM FOR MARCH 2025	$7,053.67	
84704	02/25/2025		**UNUM LIFE INSURANCE COMPANY OF**		$8,735.20
	Invoice	Date	Description	Amount	
	3/1-3/31/25	02/18/2025	LONG TERM CARE PREMIUM FOR MARCH 2025	$8,735.20	
84705	02/26/2025		**FRONTIER**		$359.51
	Invoice	Date	Description	Amount	
	2025-00001357	02/10/2025	2/10-3/9/25 SVC-600 BREA CYN RD	$359.51	
84706	02/26/2025		**INDUSTRY PUBLIC UTILITY COMMISSI**		$19,223.04
	Invoice	Date	Description	Amount	
	2025-00001374	02/20/2025	1/1-2/1/25 SVC-600 S BREA CYN RD CHARGING STN	$8,672.55	

CITY OF INDUSTRY
WELLS FARGO BANK
March 13, 2025

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2025-00001375	02/20/2025	1/1-2/1/25 SVC-600 BREA CYN	$10,550.49
84707	02/26/2025		**ROWLAND WATER DISTRICT**	$1,551.84
	Invoice	Date	Description	Amount
	2025-00001392	02/19/2025	1/7-2/5/25 SVC-AZUSA AVE - RC	$117.05
	2025-00001393	02/19/2025	1/7-2/5/25 SVC-755 NOGALES AT - RC	$291.34
	2025-00001394	02/19/2025	1/7-2/5/25 SVC-909 U NOGALES ST - IRR	$161.20
	2025-00001395	02/19/2025	1/7-2/5/25 SVC-1100 S AZUSA AVE	$199.49
	2025-00001396	02/19/2025	1/7-2/5/25 SVC-1123 HATCHER ST STE D	$186.40
	2025-00001397	02/19/2025	1/7-2/5/25 SVC-1135 HATCHER AVE	$52.00
	2025-00001398	02/19/2025	1/7-2/5/25 SVC-1123 HATCHER ST STE C	$64.60
	2025-00001399	02/19/2025	1/7-2/5/25 SVC-1015 NOGALES ST - PUMP HOUSE	$347.96
	2025-00001400	02/19/2025	1/7-2/5/25 SVC-1023 NOGALES ST - IRR	$131.80
84708	02/26/2025		**SAN GABRIEL VALLEY WATER CO.**	$1,882.29
	Invoice	Date	Description	Amount
	2025-00001378	02/19/2025	1/21-2/18/25 SVC-336 EL ENCANTO	$44.82
	2025-00001379	02/18/2025	1/17-2/14/25 SVC-14329 VALLEY	$977.45
	2025-00001380	02/14/2025	1/16-2/13/25 SVC-13756 VALLEY	$307.32
	2025-00001381	02/14/2025	1/16-2/13/25 SVC-132 IRRIG PUENTE	$228.48
	2025-00001382	02/14/2025	1/16-2/13/25 SVC-123 IRRIG WORKMAN MILL	$324.22
84709	02/26/2025		**SOCALGAS**	$44.22
	Invoice	Date	Description	Amount
	2025-00001376	02/18/2025	1/15-2/13/25 SVC-1004 U FAIRWAY DR	$14.30
	2025-00001377	02/18/2025	1/15-2/13/25 SVC-610 S BREA CYN	$29.92

CITY OF INDUSTRY
WELLS FARGO BANK
March 13, 2025

Check	Date	Payee Name	Check Amount

CITY.WF.CHK - City General Wells Fargo

Check	Date	Payee Name	Check Amount
84710	02/26/2025	SOUTHERN CALIFORNIA EDISON	$10,978.52

Invoice	Date	Description	Amount
700221388194	02/13/2025	1/14-2/12/25 SVC-1023 U FAIRWAY DR	$326.82
2025-00001356	02/13/2025	1/14-2/12/25 SVC-17635 GALE AVE	$2,314.36
2025-00001383	02/20/2025	1/3-2/19/25 SVC-VARIOUS SITES	$978.44
2025-00001384	02/19/2025	1/7-2/6/25 SVC-VARIOUS SITES	$158.57
2025-00001385	02/20/2025	1/21-2/19/25 SVC-1004 U FAIRWAY DR	$801.75
2025-00001386	02/20/2025	1/21-2/19/25 SVC-580 BREA CYN RD	$21.55
2025-00001387	02/20/2025	1/21-2/19/25 SVC-1007 LAWSON ST TC1	$80.25
2025-00001388	02/18/2025	1/14-2/12/25 SVC-VARIOUS SITES	$171.68
2025-00001389	02/18/2025	1/14-2/12/25 SVC-VARIOUS SITES	$4,670.86
2025-00001390	02/19/2025	1/17-2/18/25 SVC-VARIOUS SITES	$126.47
2025-00001391	02/14/2025	1/15-2/13/25 SVC-900 NOGALES U	$1,327.77

Check	Date	Payee Name	Check Amount
84711	02/26/2025	VERIZON WIRELESS - LA	$1,330.94

Invoice	Date	Description	Amount
6104566381	01/26/2025	12/27-1/26/25 SVC-VARIOUS WIRELESS SVC	$1,330.94

Check	Date	Payee Name	Check Amount
84712	02/26/2025	WALNUT VALLEY WATER DISTRICT	$1,395.81

Invoice	Date	Description	Amount
5237813	02/11/2025	1/1-1/31/25 SVC-BAKER PKWY METER #1	$186.47
5237814	02/11/2025	1/1-1/31/25 SVC-BAKER PKWY METER #2	$177.35
5237820	02/11/2025	1/1-1/31/25 SVC-GRAND AVE CROSSING	$167.41
5237821	02/11/2025	1/1-1/31/25 SVC-GRAND AVE CROSSING	$130.93
5237823	02/11/2025	1/1-1/31/25 SVC-22002 VALLEY BLVD	$381.43
5237881	02/11/2025	1/1-1/31/25 SVC-21627 GRAND CROSSING PKWY #3	$178.18
5237882	02/11/2025	1/1-1/31/25 SVC-BREA CYN RD & OLD RANCH RD	$174.04

CITY OF INDUSTRY
WELLS FARGO BANK
March 13, 2025

Check	Date	Payee Name	Check Amount

CITY.WF.CHK - City General Wells Fargo

84713	02/27/2025			**CHEVROLET OF PUENTE HILLS**	$98,311.76
	Invoice	Date	Description	Amount	
	12922/12923	02/27/2025	PURCHASE 2 VEHICLES FOR LA COUNTY SHERIFFS	$98,311.76	
84714	03/04/2025			**CHEVROLET OF PUENTE HILLS**	$489.57
	Invoice	Date	Description	Amount	
	3/3/2025	03/03/2025	TAX DIFFERENCE FOR 2 CARS	$489.57	
84715	03/04/2025			**FIDELITY SECURITY LIFE INSURANCE**	$1,150.34
	Invoice	Date	Description	Amount	
	166712810	03/01/2025	VISION PREMIUM FOR MARCH 2025	$1,150.34	
84716	03/05/2025			**AT & T**	$179.00
	Invoice	Date	Description	Amount	
	1540749900	02/23/2025	1/19-2/18/25 SVC-600 S BREA CYN-METROLINK	$179.00	
84717	03/05/2025			**FRONTIER**	$403.72
	Invoice	Date	Description	Amount	
	2025-00001405	02/16/2025	2/16-3/15/25 SVC-PH AUTO PLAZA	$274.61	
	2025-00001406	02/16/2025	2/16-3/15/25 SVC-BREA CYN PUMP STN	$129.11	
84718	03/05/2025			**SOCALGAS**	$193.83
	Invoice	Date	Description	Amount	
	2025-00001408	02/24/2025	1/21-2/20/25 SVC-13756 VALLEY BLVD	$41.43	
	2025-00001410	02/25/2025	1/22-2/21/25 SVC-15415 DON JULIAN RD	$152.40	

CITY OF INDUSTRY
WELLS FARGO BANK
March 13, 2025

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
84719	03/05/2025			**SOUTHERN CALIFORNIA EDISON**	$2,022.45
	Invoice	Date	Description	Amount	
	2025-00001407	02/21/2025	1/17-2/18/25 SVC-1015 NOGALES ST	$1,364.43	
	2025-00001409	02/24/2025	1/23-2/3/25 SVC-VARIOUS SITES	$658.02	
84720	03/13/2025			**ACORN TECHNOLOGY SERVICES**	$22,840.00
	Invoice	Date	Description	Amount	
	12197	03/01/2025	NETWORK MAINT	$22,840.00	
84721	03/13/2025			**AMAZON WEB SERVICES, INC**	$3,698.38
	Invoice	Date	Description	Amount	
	2066260953	03/01/2025	AWS SVC-FEB 2025	$3,698.38	
84722	03/13/2025			**ARAMARK REFRESHMENT SERVICES**	$52.26
	Invoice	Date	Description	Amount	
	1048846139	02/18/2025	COFFEE SVC & SUPPLIES	$52.26	
84723	03/13/2025			**ARCADIS**	$1,650.00
	Invoice	Date	Description	Amount	
	36011531	12/03/2024	DESIGN SVC FOR EW BICYCLE PATH	$1,650.00	
84724	03/13/2025			**AVANT-GARDE, INC**	$1,000.00
	Invoice	Date	Description	Amount	
	11172	01/20/2025	PROJ MGMT-CITYWIDE BRIDGES	$1,000.00	
84725	03/13/2025			**B2 PRINT, LLC**	$361.64
	Invoice	Date	Description	Amount	

CITY OF INDUSTRY
WELLS FARGO BANK
March 13, 2025

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	0013200	02/11/2025	BUSINESS CARDS-J. HARDT	$75.70
	0013199	02/11/2025	COI LETTERHEAD	$285.94
84726	03/13/2025		**BAVCO**	$197.47
	Invoice	Date	Description	Amount
	317386	02/20/2025	BACKFLOW APPARATUS MATERIALS	$197.47
84727	03/13/2025		**BING HYUN**	$183.86
	Invoice	Date	Description	Amount
	2/6/2025	02/06/2025	REIMBURSE FOR TRAVEL EXPENSE-LEAGUE OF CITIE	$183.86
84728	03/13/2025		**BLAKE AIR CONDITIONING COMPANY**	$1,355.44
	Invoice	Date	Description	Amount
	67983	02/14/2025	HVAC INSPECTION-EL ENCANTO	$148.05
	68021	02/21/2025	INSPECT AIRFLOW-CITY HALL	$174.15
	68007	02/21/2025	INSPECT FOUL SMELL-CITY HALL	$420.79
	68017	02/20/2025	INSPECT WATER LEAK-CITY HALL	$116.10
	68046	02/27/2025	INSPECT CHILLER #3 & 4-EL ENCANTO	$496.35
84729	03/13/2025		**CASC ENGINEERING AND CONSULTIN**	$1,892.00
	Invoice	Date	Description	Amount
	0052878	01/31/2025	IS/MND FOR 20701 CURRIER RD	$1,892.00
84730	03/13/2025		**CHEM PRO LLC**	$1,103.36
	Invoice	Date	Description	Amount
	IN183605	02/01/2025	WATER TREATMENT-VARIOUS SITES	$1,103.36

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84731	03/13/2025		CINTAS CORPORATION LOC 693	$398.22
	Invoice	Date	Description	Amount
	4222079320	02/24/2025	DOOR MATS	$100.60
	9310796842	02/28/2025	LEASE FOR AED MACHINE-CITY HALL	$118.26
	9310796855	02/28/2025	WATER COOLER-TREASURY	$56.17
	9310852394	02/28/2025	LEASE FOR AED MACHINE-HOMESTEAD	$123.19

84732	03/13/2025		CNC ENGINEERING	$198,233.75
	Invoice	Date	Description	Amount
	511949	02/27/2025	SOLAR INSTALLATION AT CITY HALL	$5,765.00
	511950	02/27/2025	EL ENCANTO ROOF REFURB	$140.00
	511951	02/27/2025	CITYWIDE ADA SELF-EVALUATION/TRANSITION PLAN	$1,567.50
	511952	02/27/2025	GALE AVE REALIGNMENT	$13,005.00
	511953	02/27/2025	PRELIMINARY DESIGN OF EW BICYCLE PATH	$2,650.00
	511954	02/27/2025	PRELIMINARY DESIGN OF EW BICYCLE PATH	$10,748.75
	511955	02/27/2025	GENERAL ENG SVC-DEV PLANS AT IBC	$150.00
	511956	02/27/2025	GENERAL ENG SVC-TRAFFIC	$6,460.00
	511957	02/27/2025	GENERAL ENG SVC 2/10-2/23/25	$3,732.50
	511958	02/27/2025	GENERAL ENG SVC-COUNTER SERVICE	$1,582.50
	511959	02/27/2025	GENERAL ENG SVC-PLAN APPROVAL	$22,677.50
	511960	02/27/2025	GENERAL ENG SVC-PERMITS	$18,991.25
	511961	02/27/2025	GENERAL ENG SVC-STREET LIGHTS	$7,328.75
	511962	02/27/2025	GENERAL ENG SVC 2/10-2/23/25	$63,991.25
	511963	02/27/2025	GENERAL ENG SVC-STREET LIGHT IMPROVE AT PRO(	$875.00
	511964	02/27/2025	TONNER CYN PROPERTY	$942.50
	511965	02/27/2025	COLIMA RD WIDENING	$6,932.50
	511966	02/27/2025	CHINO RANCH #1 DAM RENOVATION	$480.00

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CITY.WF.CHK - City General Wells Fargo				
	511967	02/27/2025	NELSON AVE RESURFACING	$2,035.00
	511968	02/27/2025	CIVIC CENTER PLANNING AND IMRPOVEMENTS	$2,810.00
	511969	02/27/2025	CITY ADMINISTRATIVE OFFICES	$4,863.75
	511970	02/27/2025	INDUSTRY BUSINESS COUNCIL CHAMBERS	$181.25
	511971	02/27/2025	CITY COUNCIL CHAMBER & IBC BUILDING IMPROVEME	$256.25
	511972	02/27/2025	HOMESTEAD MUSEUM IMPROVEMENTS	$145.00
	511973	02/27/2025	HOMESTEAD MUSEUM UPGRADES	$142.50
	511974	02/27/2025	SAFETY UPGRADES AT VARIOUS RAILROAD CROSSIN	$1,545.00
	511975	02/27/2025	SIGNING & STRIPING IMPROVEMENTS	$370.00
	511976	02/27/2025	METROLINK-MAINT OF PARKING LOT	$1,107.50
	511977	02/27/2025	FIRE DAMAGE REPAIR OF EV AND SOLAR ENERGY	$3,370.00
	511978	02/27/2025	EL ENCANTO IMPROVEMENTS AND MAINT	$3,367.50
	511979	02/27/2025	SAN JOSE AVE RECONSTRUCTION	$8,910.00
	511983	02/27/2025	HIGHWAY BRIDGE PROGRAM FUNDING	$1,110.00
84733	03/13/2025		**CNC ENGINEERING**	$137,616.25
	Invoice	Date	Description	Amount
	511980	02/27/2025	INDUSTRY HILLS FUEL TANKS DISPENSING	$2,266.25
	511981	02/27/2025	605 FWY AND VALLEY BLVD INTERCHANGE	$1,910.00
	511982	02/27/2025	SIXTH AVENUE RECONSTRUCTION	$2,455.00
	511984	02/27/2025	NELSON AVE OVER PUENTE CREEK	$786.25
	511985	02/27/2025	FISCAL YEAR BUDGET	$678.75
	511986	02/27/2025	BIXBY DR PCC PAVEMENT	$4,895.00
	511987	02/27/2025	PROPERTY AT 23400-23600, 23800 EAST FORK ROAD	$1,960.00
	511988	02/27/2025	FOLLOW'S CAMP PROJECT	$147.50
	511989	02/27/2025	CROSSROADS PKY NORTH & SOUTH IMPROVEMENTS	$1,480.00
	511990	02/27/2025	VARIOUS ASSIGNMENTS RELATED TO SA	$875.00

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CITY.WF.CHK - City General Wells Fargo				
511991	02/27/2025	NELSON AVE INTERSECTION		$36,945.00
511992	02/27/2025	MAINT OF 1123 HATCHER AVE		$550.00
511993	02/27/2025	15559-15650 RAUSCH RD (POST OFFICE)		$253.75
511994	02/27/2025	TARGET SPEED SURVEY		$1,062.50
511995	02/27/2025	CARTEGRAPH MGMT		$28,347.50
511996	02/27/2025	GRAND AVE SLOPE RECONSTRUCTION-FERRERO TO		$1,755.00
511997	02/27/2025	ADD SIDEWALK ON SOUTH SIDE OF TEMPLE AVE		$1,060.00
511998	02/27/2025	ADA COMPLIANCE ON PUBLIC RIGHT OF WAY		$2,120.00
511999	02/27/2025	DEL VALLE AND HILL STREET STORM DRAIN/STREET I		$750.00
512000	02/27/2025	2022-2023 ANNUAL PAVEMENT REHABILITATION		$2,900.00
512001	02/27/2025	2022-2023 ANNUAL SLURRY SEAL		$1,710.00
512002	02/27/2025	DON JULIAN RD IMPROVEMENTS		$9,115.00
512003	02/27/2025	INTELLIGENT TRANSPORTATION SYSTEM		$460.00
512004	02/27/2025	CITYWIDE LICENSE PLATE CAMERA READER		$230.00
512005	02/27/2025	REMOTE MONITORING SYSTEM FOR STREET LIGHTS		$1,920.00
512006	02/27/2025	RAILROAD STREET PAVEMENT REHABILITATION		$6,445.00
512007	02/27/2025	MUSEUM-HEALTHCARE CAMPUS DATA UPGRADES		$285.00
512008	02/27/2025	CITYWIDE SIGNAGE UPDATE		$10,312.50
512009	02/27/2025	2024-2025 STREETLIGHT BANNER INSTALLATION		$150.00
512010	02/27/2025	2024-2025 ANNUAL PAVEMENT REHABILITATION		$9,360.00
512011	02/27/2025	2024-2025 ANNUAL SLURRY SEAL		$1,240.00
512012	02/27/2025	CALIFORNIA AVE WIDENING		$1,487.50
512013	02/27/2025	PAVEMENT MANAGEMENT PLAN 2022		$1,243.75
512014	02/27/2025	SR57/60 CONFLUENCE IMPROVEMENT		$460.00
84734	03/13/2025		**COALITION FOR AMERICA'S GATEWA**	$7,500.00
	Invoice	Date	Description	Amount

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CITY.WF.CHK - City General Wells Fargo				
	2025-08	10/01/2024	MEMBERSHIP DUES FY 24/25	$7,500.00
84735	03/13/2025		**CRAWFORD & COMPANY**	$1,088.41
	Invoice	Date	Description	Amount
	5080081	02/19/2025	REIMBURSEMENT #13 FOR CLAIM #602727	$1,088.41
84736	03/13/2025		**CRIA-EQUESTRIAN CENTER**	$33,106.75
	Invoice	Date	Description	Amount
	MA011025	01/17/2025	USA BMX EVENT RENTAL	$33,106.75
84737	03/13/2025		**D.S. EWING ARCHITECTS, INC.**	$40,900.00
	Invoice	Date	Description	Amount
	25-11741	02/24/2025	MAYOR MEMORIAL GARDEN & STREET MONUMENTS	$8,400.00
	25-11740	02/24/2025	IBC CHAMBER & BLDG IMPROVEMENT PROJ	$32,500.00
84738	03/13/2025		**DB SALES & SERVICE**	$9,278.93
	Invoice	Date	Description	Amount
	23804	02/12/2025	REPLACE COPPER TUBES FOR BOILER-EL ENCANTO	$7,372.00
	23805	02/05/2025	TROUBLESHOOT ALARM-EL ENCANTO	$1,906.93
84739	03/13/2025		**DEPT OF ANIMAL CARE & CONTROL**	$3,870.53
	Invoice	Date	Description	Amount
	2/25/2025	02/25/2025	SHELTER COST-JAN 2025	$3,870.53
84740	03/13/2025		**DM CONTRACTING INC**	$1,662.50
	Invoice	Date	Description	Amount
	#3CITY-1521	03/01/2025	9TH AVE PAVEMENT REHABILITATION (NORTH OF CL/	$1,750.00

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84741	03/13/2025			**DUTHIE POWER SERVICES**	$540.00
	Invoice	Date	Description	Amount	
	A138833	03/03/2025	MONTHLY MAINT-GENERATOR @ CITY HALL	$540.00	
84742	03/13/2025			**EGOSCUE LAW GROUP, INC.**	$900.00
	Invoice	Date	Description	Amount	
	14752	03/03/2025	LEGAL SVC-FOLLOW'S CAMP	$900.00	
84743	03/13/2025			**ELEVATE PUBLIC AFFAIRS, LLC**	$2,500.00
	Invoice	Date	Description	Amount	
	4291	02/19/2025	SPECIAL EVENTS CONSULTING-JAN 2025	$2,500.00	
84744	03/13/2025			**ENGRAVE 'N EMBROIDER THINGS**	$1,037.09
	Invoice	Date	Description	Amount	
	Q59948	03/03/2025	SHIRTS FOR AUTISM EVENT	$1,037.09	
84745	03/13/2025			**ENTERPRISE MAPS LLC**	$3,150.00
	Invoice	Date	Description	Amount	
	270	02/23/2025	AMAZON WEB SERVICES	$2,100.00	
	273	03/02/2025	AMAZON WEB SERVICES	$1,050.00	
84746	03/13/2025			**ESPY'S ELECTRICAL SERVICES INC.**	$2,681.00
	Invoice	Date	Description	Amount	
	1576	02/07/2025	REPLACE LIGHT FIXTURE-IH FUEL STN	$1,241.00	
	1574	02/07/2025	TROUBLESHOOT HVAC-EL ENCANTO	$1,440.00	

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84747	03/13/2025		**FIRST AMERICAN DATA TREE, LLC**		$200.00
	Invoice	Date	Description	Amount	
	20088320225	02/28/2025	PROPERTY DATA INFORMATION	$200.00	
84748	03/13/2025		**FUEL PROS, INC.**		$1,495.05
	Invoice	Date	Description	Amount	
	77408	02/10/2025	INDUSTRY HILLS FUEL STN MAINT	$282.50	
	77575	02/27/2025	INDUSTRY HILLS FUEL STN MAINT	$513.28	
	77490	02/19/2025	INDUSTRY HILLS FUEL STN MAINT	$699.27	
84749	03/13/2025		**GARCIA'S FENCE CORP**		$11,499.00
	Invoice	Date	Description	Amount	
	022513	02/14/2025	FENCE REPAIR-VALLEY BLVD & AZUSA AVE	$685.00	
	022514	02/14/2025	FENCE REPAIR-VALLEY BLVD & GIANO	$565.00	
	022512	02/14/2025	FENCE REPAIR-AZUSA AVE & RAILROAD	$895.00	
	022530	02/28/2025	INSTALL 2 SWING GATES-TEMPLE AVE & WEST OF AZ	$9,354.00	
84750	03/13/2025		**INDUSTRY BUSINESS COUNCIL**		$88,542.47
	Invoice	Date	Description	Amount	
	NOVEMBER 2024	02/18/2025	EXPENSE REIMBURSEMENT-NOV 2024	$88,542.47	
84751	03/13/2025		**INDUSTRY SECURITY SERVICES**		$69,881.98
	Invoice	Date	Description	Amount	
	SG-COI#2-2026	02/21/2025	SECURITY SVC-VARIOUS CITY SITES	$24,624.24	
	SG-COI#1-2026	02/21/2025	SECURITY SVC 2/14-2/20/25	$11,393.78	
	SG-COI#2-2027	02/28/2025	SECURITY SVC-VARIOUS CITY SITES	$23,024.36	
	SG-COI#1-2027	02/28/2025	SECURITY SVC 2/21-2/27/25	$10,839.60	

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84752	03/13/2025			**JEFF PARRIOTT PHOTOGRAPHIC SER**	$3,682.08
	Invoice	Date	Description	Amount	
	COI0225	02/28/2025	PROF SVC-HOMESTEAD	$3,682.08	
84753	03/13/2025			**JOE A. GONSALVES & SON**	$11,000.00
	Invoice	Date	Description	Amount	
	162293	02/24/2025	LEGISLATIVE SVC-FEB 2025	$11,000.00	
84754	03/13/2025			**KLEINFELDER, INC.**	$19,374.00
	Invoice	Date	Description	Amount	
	001520349	02/12/2025	NELSON AVE INTERSECTION IMPROVEMENTS-PUENT	$19,374.00	
84755	03/13/2025			**KLINE'S PLUMBING, INC.**	$725.00
	Invoice	Date	Description	Amount	
	14027	02/25/2025	PLUMBING MAINT TO RESTROOMS-HOMESTEAD	$505.00	
	14021	02/20/2025	REPAIR CAST IRON LINE FOR LEAK-CITY HALL	$220.00	
84756	03/13/2025			**L A COUNTY DEPT OF PUBLIC WORKS**	$70,190.52
	Invoice	Date	Description	Amount	
	IN250000520	02/24/2025	BLDG & SAFETY-ONE STOP SHOP FOR DEC 2024	$70,190.52	
84757	03/13/2025			**L A COUNTY SHERIFF'S DEPARTMENT**	$185,191.02
	Invoice	Date	Description	Amount	
	252139TZ	02/25/2025	SPECIAL EVENT-DIRECTED PATROL (DEC 2024)	$185,191.02	
84758	03/13/2025			**LA PUENTE VALLEY COUNTY WATER**	$290.23

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Invoice	Date	Description	Amount
BS;02/25	02/19/2025	WATER MONITORING-BOY SCOUTS RESERVE	$290.23

84759 03/13/2025 **LEIGHTON CONSULTING INC** $10,456.49

Invoice	Date	Description	Amount
126995	02/06/2025	GEO SVC-CHINO RANCH DAM NO. 1	$10,456.49

84760 03/13/2025 **LOCKS PLUS, INC.** $229.95

Invoice	Date	Description	Amount
36107	02/04/2025	REPLACEMENT CHAIN FOR CITYWIDE GATES	$229.95

84761 03/13/2025 **LOS ANGELES COUNTY PUBLIC WORI** $85,235.23

Invoice	Date	Description	Amount
PW-25021004214	02/10/2025	TRAFFIC SIGNAL MAINT	$3,786.97
PW-25021004213	02/10/2025	TRAFFIC SIGNAL MAINT	$16,490.27
PW-25021004215	02/10/2025	TRAFFIC SIGNAL MAINT	$2,679.37
PW-25021003967	02/10/2025	INSTALL SIGNING & STRIPING	$6,390.97
PW-25021003909	02/10/2025	FLOOD CONTROL PLAN REVIEW-NELSON/SUNSET	$540.15
PW-25021003910	02/10/2025	REVIEW DESIGN PLANS-GRADE SEPARATION	$10,292.33
PW-25021003942	02/10/2025	STORM DAMAGE RESPONSE	$10,144.57
PW-25021003943	02/10/2025	STORM DRAIN MAINT	$4,752.91
PW-25021003914	02/10/2025	PLAN CHECK FEE-NELSON & PUENTE INTERSECTION	$890.31
PW-25021003980	02/10/2025	TRAFFIC SIGNAL INSPECT/TIMING SHEETS	$585.45
PW-25021003930	02/10/2025	TRAFFIC SIGNING REPAIRS	$116.78
PW-25021003945	02/10/2025	STREET MAINT/INSPECTION	$7,393.08
PW-25021003946	02/10/2025	EMERGENCY ROAD CLOSURE	$2,510.82
PW-25021003944	02/10/2025	PAVEMENT PATCHING	$12,057.87

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CITY.WF.CHK - City General Wells Fargo				
	PW-25021003957	02/10/2025	KITS MONITORING OF TRAFFIC SIGNALS	$395.18
	PW-25021003981	02/10/2025	TRAFFIC SIGNAL INSPECT/TIMING SHEETS	$6,208.20
84762	03/13/2025		**LOS ANGELES LEATHERCRAFT**	$599.20
	Invoice	Date	Description	Amount
	I-021025-I	02/18/2025	HOMESTEAD MUSEUM STORE MERCHANDISE	$599.20
84763	03/13/2025		**MERRITT'S ACE HARDWARE**	$477.06
	Invoice	Date	Description	Amount
	145311	02/19/2025	PADLOCKS-CITY HALL	$153.89
	145109	02/07/2025	PADLOCKS-CITY HALL	$92.33
	144977	01/31/2025	PADLOCKS-CITY HALL	$76.95
	144516	01/06/2025	PADLOCKS-CITY HALL	$153.89
84764	03/13/2025		**MMASC**	$240.00
	Invoice	Date	Description	Amount
	12082	02/27/2025	MEMBERSHIP DUES FOR YVETTE PADILLA	$125.00
	12041	02/25/2025	2025 SPRING FORWARD-YVETTE PADILLA	$115.00
84765	03/13/2025		**MORTISE & TENON BUILDING CORP**	$23,765.86
	Invoice	Date	Description	Amount
	194.1	02/12/2025	50% DEPOSIT-ROOF REPAIR @ EL ENCANTO	$6,250.00
	190	02/12/2025	MAINT SVC-BUS STOPS	$1,279.04
	206	02/20/2025	ELECTRICAL CONDUIT INSTALL-EL ENCANTO	$2,500.00
	200.01	02/14/2025	50% DEPOSIT-REPLACE 6 SKYLIGHTS @ TONNER CYN	$3,750.00
	200.02	02/14/2025	REMAINING BALANCE-REPLACE 6 SKYLIGHTS @ TONI	$3,750.00
	132.02	12/11/2024	REMAINING BALANCE-PREP 3 STORAGE CONTAINERS	$5,213.32

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	198	02/14/2025	24/7 EMERGENCY HANDYMAN SVC-19449 WALNUT DR	$1,023.50	
84766	03/13/2025			**MR PLANT & INTERIOR BOTANICAL DI**	$875.00
	Invoice	Date	Description	Amount	
	MAR 23295	03/01/2025	PLANT MAINT-MAR 2025	$875.00	
84767	03/13/2025			**MUNI-ENVIRONMENTAL, LLC**	$41,720.00
	Invoice	Date	Description	Amount	
	25-007	02/24/2025	COMMERCIAL WASTE PROGRAM	$41,720.00	
84768	03/13/2025			**MX GRAPHICS, INC.**	$514.85
	Invoice	Date	Description	Amount	
	33528	02/24/2025	COLOR SCANS-JN 6201	$514.85	
84769	03/13/2025			**NEXTIVA, INC.**	$2,146.95
	Invoice	Date	Description	Amount	
	40004356379	02/24/2025	PHONE SVC FOR YAL	$305.89	
	40004364800	02/27/2025	CITY HALL PHONE SVC	$1,841.06	
84770	03/13/2025			**OLMOS PROFESSIONAL SERVICES**	$8,782.00
	Invoice	Date	Description	Amount	
	525	02/28/2025	JANITORIAL SVC-CITY HALL	$5,500.00	
	526	02/28/2025	JANITORIAL SVC-IBC	$1,467.00	
	527	02/28/2025	JANITORIAL SVC-YAL	$1,815.00	
84771	03/13/2025			**ON TRACK SOLUTIONS LLC**	$2,790.00
	Invoice	Date	Description	Amount	

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CITY.WF.CHK - City General Wells Fargo				
	1239	02/25/2025	ON-CALL RAILROAD COORDINATION	$2,790.00
84772	03/13/2025		**PLACEWORKS**	$19,998.58
	Invoice	Date	Description	Amount
	IND-22.14-4	01/31/2025	PROPOSED BATTERY STORAGE FACILITY	$19,998.58
84773	03/13/2025		**PUENTE HILLS FORD**	$842.81
	Invoice	Date	Description	Amount
	329779	02/21/2025	VEHICLE MAINT-LIC 1580081 (2020 BLACK FORD EXPLC	$301.18
	329780	02/21/2025	VEHICLE MAINT-LIC 1580082 (2020 MAGNETIC FORD E)	$170.67
	329777	02/21/2025	VEHICLE MAINT-2012 CHEVROLET TRAVERSE	$158.06
	329781	02/21/2025	VEHICLE MAINT-LIC 1557319 (2019 WHITE FORD EXPLC	$212.90
84774	03/13/2025		**SANITATION DISTRICTS OF LOS ANGE**	$3,582.00
	Invoice	Date	Description	Amount
	FAC 9255284 Q3	02/27/2025	WASTEWATER TREATMENT SURCHARGE FEE FOR PI	$3,582.00
84775	03/13/2025		**SO CAL INDUSTRIES**	$195.89
	Invoice	Date	Description	Amount
	7338441	02/26/2025	WC ACCESS RENTAL-TONNER CYN/57 FWY	$195.89
84776	03/13/2025		**STAPLES BUSINESS ADVANTAGE**	$916.28
	Invoice	Date	Description	Amount
	7004132731	02/15/2025	OFFICE SUPPLIES	$916.28
84777	03/13/2025		**TBS CLEANING SERVICES**	$595.00
	Invoice	Date	Description	Amount

CITY OF INDUSTRY
WELLS FARGO BANK
March 13, 2025

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	15615	03/01/2025	JANITORIAL SVC-HOMESTEAD	$595.00	
84778	03/13/2025			**THE TECHNOLOGY DEPOT**	$790.00
	Invoice	Date	Description	Amount	
	28073	03/01/2025	CLOUD CONNECT UNAAS-APR 2025	$790.00	
84779	03/13/2025			**VALLEY VISTA SERVICES, INC**	$1,640.31
	Invoice	Date	Description	Amount	
	1971919	02/01/2025	DISP SVC-FOLLOW'S CAMP	$1,640.31	
84780	03/13/2025			**WEST COAST ARBORISTS, INC.**	$1,508.00
	Invoice	Date	Description	Amount	
	225436	02/15/2025	TREE MAINT FY 24/25	$1,508.00	
84781	03/13/2025			**WILLDAN ENGINEERING**	$444.00
	Invoice	Date	Description	Amount	
	00629570	02/19/2025	ENG SVC-NELSON AVE/PUENTE AVE	$444.00	

Checks	Status	Count	Transaction Amount
	Total	**82**	**$1,312,723.24**

ITEM NO. 6.2

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Mathew Hudson, Engineering Manager

DATE: March 19, 2025

SUBJECT: Termination of the May 15, 2023 Professional Services and Software Agreement with OpenGov, Inc., and consideration of a revised Professional Services and Software Agreement with OpenGov

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Background:

On May 11, 2023, the City executed an agreement with OpenGov to provide electronic permitting and plan review services which allows developers to submit applications online, receive project status electronically, and make online payments, while giving Staff the capability to receive, review, track, and approve applications through the online portal. The City has found this process to be more efficient for all parties. The current term expires on May 15, 2028.

Cartegraph Systems, LLC ("Cartegraph") was acquired by OpenGov on July 27, 2022. The City has had an agreement dating back to 2016 to provide 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 three, three-year extensions with Cartegraph in 2016 2019, 2022 and the current term expires on March 22, 2025.

Discussion:

City Staff is recommending a Professional Services and Software Service Agreement ("Agreement") with OpenGov to continue providing services for a new three-year term through May 14, 2028. OpenGov will continue to provide municipal and public entities cloud services, which include permitting and licensing services to assist government agencies in streamlining their process. As well as incorporating the Cartegraph services which include Asset Builder extension, Continuation of SeeClickFix, Asset Condition Manager, and Scenario Builder. In order to combine all services into one agreement, it is recommended that the City terminate the existing agreement, and enter into a new agreement for all services. Staff recommends the City

Council approve the Agreement with OpenGov, in an amount not to exceed $351,058.29, through May 14, 2028.

Fiscal Impact:

This Professional Services and Software Agreement rescinds and replaces the Agreement executed on May 15, 2023.

The fiscal impact is $351,058.29 over three years. The initial term for the remaining period of March 22, 2025 to May 14, 2025 is prorated at $7,364.79. The first term will be from May 15, 2025 to May 14, 2026 and will cost $104,200.95. Additional services include two "Professional Services Deployments", which are two-day onsite training service events at a rate of $7,600.00 for each training and reimbursable travel expenses not to exceed $4,800.00. The total for these services are $15,200.00, and will be billed upon completion. In the adopted Fiscal Year Budget 2024-2025, $200,000.00 is approved (Account No. 100-525-5695.04, MP 16-06).

The second term will cost $109,411.00 and will be paid in Fiscal Year 2025-2026. The third term will cost $114,881.55 to be paid in Fiscal Year 2026-2027.

Recommendation:

Staff recommends that the City Council approve the Professional Services and Software Services Agreement with OpenGov.

Exhibits:

1. Professional Services and Software Services Agreement with OpenGov, Inc, dated March 19, 2025

CITY OF INDUSTRY

PROFESSIONAL SERVICES AND SOFTWARE SERVICES AGREEMENT

This PROFESSIONAL SERVICES AND SOFTWARE SERVICES AGREEMENT ("Agreement"), is made and effective as of March 19, 2025 ("Effective Date"), between the City of Industry, a municipal corporation ("City" or "Customer") and OpenGov, Inc., a Delaware Corporation ("Consultant" or "OpenGov"). The City and Consultant are hereinafter collectively referred to as the "Parties". This Agreement sets forth the terms under which City will be permitted to use OpenGov's hosted software services.

RECITALS

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

WHEREAS, Effective May 15, 2025, this Agreement shall replace and supersede in its entirety the Professional Services and Software Services Agreement for OpenGov Permitting and Licensing signed between the parties and effective May 15, 2023.

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

1. **DEFINITIONS**

"City Data" means data that is provided by City to OpenGov pursuant to this Agreement (for example, by email or through City's software systems of record). City Data shall not include any confidential personally identifiable information.

"Documentation" means materials produced by OpenGov that provide information about OpenGov's software products and systems, including instructions, user guides, and lists of capabilities.

"Feedback" means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by City to OpenGov, including feedback provided through online developer community forums.

"Initial Term" means the initial license term specified in number of years on the Order Form, commencing on the Commencement Date.

"Intellectual Property Rights" means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.

"Order Form" means OpenGov's Software Services order form that: (a) specifies the Software Services provided by OpenGov; (b) references this Agreement; and (c) is signed by authorized representatives of both Parties.

"Renewal Term" means each additional renewal period, for which this Agreement is extended pursuant to Section 7.2.

2. **SOFTWARE SERVICES, SUPPORT AND PROFESSIONAL SERVICES**

2.1 Software Services. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to perform the software services identified in the applicable Order Form entered into by OpenGov and City ("**Software Services**") attached as Exhibit A, and incorporated herein by reference.

2.2 Support & Service Levels. City support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov's standard business hours. City may report issues any time. However, OpenGov will address issues during business hours. OpenGov will provide support for the Software Services in accordance with the Support and Software Service

Levels found at https://opengov.com/service-sla, as long as City is entitled to receive support under the applicable Order Form and this Agreement.

2.3 Professional Services.

(a) Consultant or its authorized independent contractors shall perform professional services to the City, such as implementation services, which will be described in a statement of work ("**SOW**") agreed to by the Parties (the

"**Professional Services").** Unless otherwise specified in the SOW, any pre-paid Professional Services Fees must be utilized within one (1) year from the Effective Date. Any unused pre-paid Professional Services Fees shall be forfeited.

(b) Tasks other than those specifically described in the Scope of Services shall not be performed without prior written approval of the City. City shall have the right to request, in writing, changes to the Professional 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 the applicable SOW. 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. OpenGov shall be compensated for any additional services in the amounts and in the manner as agreed to by City and OpenGov at the time City's written authorization is given to OpenGov for the performance of said services. OpenGov has or will secure at its own expense all licensed personnel required to perform the Services. All Services shall be performed by OpenGov or under its supervision, and all personnel engaged in the Services shall be qualified and, where applicable, licensed, to perform such services. OpenGov shall maintain complete and accurate records with respect to the performance of services under this Agreement in accordance with generally accepted accounting principles and shall be accessible to City upon written notice.

(c) OpenGov shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of services under any SOW, including but not limited to, and to the extent appliable, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.)).

(d) Unless the SOW provides otherwise, all reasonable travel expenses, pre-approved by City and incurred by OpenGov in performing the professional services will be reimbursed by City. Travel expenses include cost of coach airfare travel round trip from the individual's location to City's location, reasonable hotel accommodations, ground transportation and meals.

(e) OpenGov represents 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 and that no officer or employee of City has or will receive compensation, directly or indirectly, from OpenGov in connection with any SOW.

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

(g) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to review such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment. In no event shall any audit occur: (1) more than one (1) time per calendar year, (2) no less than three (3) business days prior written notice or outside of Consultant's normal business hours, and (3) on systems where such audit may, in Consultant's sole reasonable discretion, violate its third party confidentiality obligations. 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 Professional Services 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 Professional Services performed under this Agreement.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Restrictions. City may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement. City shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.

3.2 Responsibilities. City shall be responsible for obtaining and maintaining computers and third-party software

systems of record (such as City's ERP systems) needed to connect to, access or otherwise use the Software Services. City also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of City user accounts by any party other than OpenGov.

4. INTELLECTUAL PROPERTY RIGHTS; LICENSE GRANTS; ACCESS TO CITY DATA

4.1 Software Services. OpenGov retains all right, title, and interest in the Software Services and all Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov and City may not copy, imitate, or use them, in whole or in part, without OpenGov's prior written consent. Subject to City's obligations under this Agreement, OpenGov hereby grants to City a non-exclusive, royalty-free license during the Term to use the Software Services.

4.2 City Data. City retains all right, title, and interest in the City Data and all Intellectual Property Rights therein. City hereby grants to OpenGov a non-exclusive, royalty-free license to, and permit its partners (which include, without limitation the hosting providers of the Software Services) to, use, store, edit and reformat the City Data, and to use City Data for purposes of product enhancement, providing the Services to the City, or for analyzing such data and publicly disclosing such analysis ("**Insights**"), provided that in all such uses City Data is rendered anonymous such that City is no longer identifiable.

4.3 Access to City Data. City may download the City Data from the Software Services at any time during the Term, other than during routine software maintenance periods OpenGov has no obligation to return City Data to City.

4.4 Feedback. City hereby grants to OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and Documentation City's Feedback. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of City's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

5. CONFIDENTIALITY

5.1 Each Party (the "**Receiving Party**") agrees not to disclose any Confidential Information of the other Party (the "**Disclosing Party**") without the Disclosing Party's prior written consent, except as provided below. The Receiving Party further agrees: (a) to use and disclose the Confidential Information only in connection with this Agreement; and (b) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law, including but not limited to, the California Public Records Act (Cal. Gov't. Code 7920 *et seq.*) ("CPRA"), or court order, provided that prior written notice of such required disclosure is given to the Disclosing Party. The City shall have the sole and absolute right to determine whether a document is required to be disclosed under the CPRA provided that the City consults with OpenGov prior to such disclosure.

5.2 "**Confidential Information"** means all confidential business, technical, and financial information of the Disclosing Party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including the terms of the applicable Software Agreement). OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services and all Documentation.

5.3 Notwithstanding the foregoing, "Confidential Information" does not include: (a) "**Public Data**," which is data that the City has previously released to the public, would be required to release to the public, upon request, according to applicable federal, state, or local public records laws, or City requests OpenGov make available to the public in conjunction with the Software Services. Confidential Information does not include (b) information that has become publicly known through no breach by the receiving party; (c) information that was rightfully received by the Receiving Party from a third party without restriction on use or disclosure; or (d) information independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.

6. PAYMENT OF FEES

6.1 Fees; Invoicing; Payment; Expenses.

(a) Fees. The fees for the Software Services for the Initial Term and any Renewal Term ("**Software Services Fees**") and the fees for Professional Services ("**Professional Services Fees**") are set forth in the applicable Order Form. Software Services Fees and Professional Services Fees shall hereafter be referred to as "**Fees**". Except to the extent otherwise expressly stated in this Agreement or in an Order Form, (i) all obligations to pay Fees are non-cancelable and all payments are non-refundable, (ii) City must pay all Fees due under all Order Forms and SOW within thirty (30) days after City receives each invoice (invoices are deemed received when OpenGov emails them to City's designated billing contact); (iii) the Software Service Fee shall be due annually in advance, and (iv) City

must make all payments without setoffs, withholdings or deductions of any kind.

(b) Annual Software Maintenance Price Adjustment. OpenGov shall increase the Fees payable for the Software Services during any Renewal Term by 5% each year of the Renewal Term.

(c) Invoicing and Payment. OpenGov will invoice the City according to the Billing Frequency listed on the Order Form. City shall pay all invoices according to the Payment Terms listed on the Order Form.

(d) Travel Expenses. Unless the SOW provides otherwise, OpenGov will invoice City for travel expenses, pre-approved by the City, incurred in connection with each SOW as they are incurred. City shall pay all such valid invoices within thirty (30) days of receipt of invoice. Each invoice shall include receipts for the travel expenses listed on the invoice.

6.2 Consequences of Non-Payment. If City fails to make any payments required under any Order Form or SOW, then in addition to any other rights OpenGov may have under this Agreement or applicable law, (a) City will owe late interest penalty of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower and (b) If City's account remains delinquent (with respect to payment of a valid invoice) for thirty (30) days after receipt of a delinquency notice from OpenGov, which may be provided via email to City's designated billing contact, OpenGov may temporarily suspend City's access to the Software Service for up to ninety (90) days to pursue good faith negotiations before pursuing termination in accordance with Section 7. City will continue to incur and owe all applicable Fees irrespective of any such Service suspension based on such City delinquency.

6.3 Taxes. All Fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes ("**Sales Taxes**"). City is solely responsible for any and all Sales Taxes, not including taxes based solely on OpenGov's net income. If any Sales Taxes related to the Fees under this Agreement are found at any time to be payable, the amount may be billed by OpenGov to, and shall be paid by, City. If City fails to pay any Sales Taxes, then City will be liable for any related penalties or interest, and will indemnify OpenGov for any liability or expense incurred in connection with such Sales Taxes. In the event City or the transactions contemplated by the Agreement are exempt from Sales Taxes, City agrees to provide OpenGov, as evidence of such tax exempt status, proper exemption certificates or other documentation acceptable to OpenGov.

7. TERM & TERMINATION

7.1 Term. Subject to compliance with all terms and conditions, the term of this Agreement shall commence on March 19, 2025 (the "Commencement Date") and shall continue until the Subscription End Date specified on the Order Form (the "**Initial Term**") unless sooner terminated pursuant to Section 7.3 below.

7.2 Renewal. This Agreement shall renew for another period of the same duration as the Initial Term (the "**Renewal Term**" and together with the Initial Term, the "**Term**"), so long as the Parties renew this Agreement in writing no less than one hundred eighty (180) before the end of the Initial Term.

7.3 Termination. Neither party shall have the right to terminate this Agreement without a legally valid cause. If either party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after notice by the non-breaching party (thirty (30) days in the case of non-payment), the non-breaching party may terminate this Agreement.

7.4 Effect of Termination.

(a) In General. Upon termination pursuant to Section 7.3 or expiration of this Agreement pursuant to Section 7.1: (a) City shall pay in full for all Software Services and Professional Services performed up to and including the effective date of termination or expiration, (b) all Software Services provided to City hereunder shall immediately terminate; and (c) each Party shall return to the other Party or, at the other Party's option, destroy all Confidential Information of the other party in its possession.

(b) Deletion of City Data. Unless otherwise requested pursuant to this Section 7.4(b), upon the expiration or termination of this Agreement the City Data, excluding any Insights, shall be deleted pursuant to OpenGov's standard data deletion and retention practices. Upon written request, City may request deletion of City Data, excluding any Insights, prior to the date of termination or expiration of this Agreement. Such request must be addressed to "OpenGov Vice President, City Success" at OpenGov's address for notice described at Section 10.

7.5 Survival. The following sections of this Agreement shall survive termination: Section 5 (Confidentiality), Section 6 (Payment of Fees), Section 7.4(b) (Deletion of City Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).

8. REPRESENTATIONS AND WARRANTIES; DISCLAIMER; INDEMNIFICATION

8.1 By OpenGov.

(a) General Warranty. OpenGov represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related statement of work and generally prevailing industry standards. For any breach of the Professional Services warranty, City's exclusive remedy and OpenGov's entire liability will be the re-performance of the applicable services. If OpenGov is unable to re- perform all such work as warranted, City will be entitled to recover all fees paid to OpenGov for the deficient work. City must make any claim under the foregoing warranty to OpenGov in writing within ninety (90) days of performance of such work in order to receive such warranty remedies.

(b) Software Services Warranty. OpenGov further represents and warrants that for a period of ninety (90) days, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Any claim submitted under this Section 8.1(b) must be submitted in writing to OpenGov during the Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the Fee for such Software Services.

8.2 By City. City represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) OpenGov's use of the City Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.

8.3 Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

8.4 Indemnity.

(a) OpenGov shall indemnify and hold Customer, its elected and appointed officials, employees, and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) to the extent arising out of or in connection with a third party claim alleging that the Software Services infringes a copyright, patent (U.S. only), or a trademark of, or has caused harm to the rights of, a third party. If the Software Services becomes, or in OpenGov's opinion is likely to become, the subject of an infringement claim, OpenGov may, at its option and expense, either (a) procure for Customer the right to continue using the Software Services, (b) replace or modify the Software Services so that it becomes non- infringing, or (c) terminate the licenses granted hereunder and give Customer a pro-rata refund for any pre-paid, unused fees paid by Customer. Notwithstanding the foregoing, OpenGov will have no obligation under this Section or otherwise with respect to any infringement claim based upon (i) any use of the Software Services not in accordance with this Agreement or for purposes not intended by OpenGov, (ii) any use of the Software Services in combination with other products, equipment, software, or data not supplied by OpenGov, (iii) any use of any release of the Software Services other than the most current release made available to Customer, or
(iv) any modification of the Software Services by any person other than OpenGov or its authorized agents or subcontractors. Customer shall (a) promptly give notice of a claim to OpenGov; (b) give OpenGov control of the defense and settlement of the claim (provided that OpenGov may not settle such claim unless such settlement unconditionally releases Customer of all liability); (c) provide to OpenGov all available information and reasonable assistance; and (d) not compromise or settle such third-party claim. THE FOREGOING IS OPENGOV'S OBLIGATION AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO INTELLECTUAL PROPERTY INDEMNIFICATION.

(b) 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 which is caused in whole or in part by the negligence 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. OpenGov shall indemnify and hold the Indemnified Parties harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) for bodily injury, death, or tangible or

real property damage brought against any of the Indemnified Parties to the extent arising from any negligence, act or omission or willful misconduct by OpenGov or its directors, officers, employees, or agents performing Services related to this Agreement.

LIMITATION OF LIABILITY

8.5 By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CITY TO OPENGOV (OR, IN THE CASE OF CITY, PAYABLE) FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

8.6 Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims based on either party's intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) claims arising out of fraud or willful misconduct by either party, (c) either party's unauthorized use, distribution, or disclosure of the other party's intellectual property.,

8.7 No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to City.

9. MISCELLANEOUS

9.1 Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone communications. However, for notices, including legal notices, required by the Agreement (in Sections where the word "notice" appears) the Parties must communicate more formally in a writing given by personal delivery, by pre-paid first-class mail or by overnight courier to the address specified below.

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 Consultant:	OpenGov, Inc. 660 3rd Street, Suite 100 San Francisco, CA 94107ATTN: Legal Department With a copy to: legal@opengov.com

9.2 Force Majeure. Neither Party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing.

9.3 Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. There are no third-party beneficiaries to

this Agreement.

9.4 Assignment. Except as set forth in this Section, neither Party shall assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other Party's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Either Party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to: (i) its corporate affiliate; or (ii) any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement shall inure to the benefit of and bind each Party's permitted assigns and successors.

9.5 Independent Contractors. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither Party has any authority of any kind to bind the other Party in any respect.

9.6 Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

9.7 Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions. Exclusive jurisdiction for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement shall be only in the Federal or State court with competent jurisdiction located in Los Angeles County, California, and the Parties hereby submit to the personal jurisdiction and venue therein.

9.8 Complete Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

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

"CITY"

City of Industry

By: _____

Joshua Nelson, City Manager

"CONSULTANT"

OpenGov, Inc.

By: _____

Name: _____

Attest:

By: _____

Julie Gutierrez-Robles, City Clerk

Approved as to form:

By: _____

James M. Casso, City Attorney

Attachments:

	Exhibit A	Scope of Servoces
	Exhibit B	Rate Schedule
	Exhibit C	Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide the following:

Cloud hosted operations management and asset management solutions (the “Software Services” or "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. OpenGov University – https://university.opengov.com/

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.

a. Dedicated, Unlimited, Toll-free Phone Support - 650-336-7167

When questions need answers and difficulties arise, Consultant support team will provide the guidance and assistance needed. Reach Consultant anytime Monday-Friday, 4:00 am-7:00 pm PT.

b. 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 OpenGov University 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. 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 withregard 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

Service	Term	Rate
Asset Management – Prorated: OMS Plus. OMS User (100 Users), SCF Other Agency Type, Integration Toolkit (option), Asset Builder (option), Facilities Domain, Sanitary Sewer Domain, Stormwater Domain, Transportation Domain, Walkability Domain, Water Distribution Domain, Scenario Builder (option)	March 22, 2025 – May 14, 2025	$7,364.79
Annual Subscription Fee: Permitting, Licensing & Code Enforcement- 2 Service Areas Accounting & Finance Export, Autofill Interface, Esri ArcGIS Integration, Flag Integration, MAT/Assessor System & Flags OMS Plus. OMS User (100 Users), SCF Other Agency Type, Integration Toolkit (option), Asset Builder (option), Facilities Domain, Sanitary Sewer Domain, Stormwater Domain, Transportation Domain, Walkability Domain, Water Distribution Domain, Scenario Builder (option)	May 15, 2025 – May 14, 2026	$104,200.95
Annual Subscription Fee: Permitting, Licensing & Code Enforcement- 2 Service Areas Accounting & Finance Export, Autofill Interface, Esri ArcGIS Integration, Flag Integration, MAT/Assessor System & Flags OMS Plus. OMS User (100 Users), SCF Other Agency Type, Integration Toolkit (option), Asset Builder (option), Facilities Domain, Sanitary Sewer Domain, Stormwater Domain, Transportation Domain, Walkability Domain, Water Distribution Domain, Scenario Builder (option)	May 15, 2026 – May 14, 2027	$109,411.00
Annual Subscription Fee: Permitting, Licensing & Code Enforcement- 2 Service Areas Accounting & Finance Export, Autofill Interface, Esri ArcGIS Integration, Flag Integration, MAT/Assessor System & Flags OMS Plus. OMS User (100 Users), SCF Other Agency Type, Integration Toolkit (option), Asset Builder (option), Facilities Domain, Sanitary Sewer Domain, Stormwater Domain, Transportation Domain, Walkability Domain, Water Distribution Domain, Scenario Builder (option)	May 15, 2027 – May 14, 2028	$114,881.55
	Grand Total	$335,858.29

Service	Term	Rate
Professional Services Deployment - Fixed Fee (One (1) two-day onsite training service event. Scope-dependent. Billed upon completion.	Usable through May 14, 2028.	$7,600.00
Professional Services Deployment - Fixed Fee One (1) two-day onsite training service event. Scope-dependent. Billed upon completion.	Usable through May 14, 2028.	$7,600.00
Travel and Expense (Billed as incurred and not to exceed), and travel shall be in economy class	As required during the term.	$4,800.00
	Grand Total	$15,200.00

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, and prior to commencement of the Services, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000.00 per occurrence, $2,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, limited to 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 minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Commencement Date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Cyber liability insurance. Consultant shall maintain cyber liability insurance as part of its blended Technology Errors and Omissions/Cyber Liability policy 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 infringement of copyright, trademark, trade dress, 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 City, its officers, agents, employees and volunteers.

Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant, or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders'

Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

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

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

ITEM NO. 6.3

Verbal Presentation

ITEM NO. 6.4

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Julie Gutierrez Robles, City Clerk

DATE: March 19, 2025

SUBJECT: Consideration of Resolution CC 2025-09 - CANCELLING THE JUNE 3, 2025, GENERAL MUNICIPAL ELECTION AND PROVIDING FOR THE APPOINTMENT TO THE OFFICE OF COUNCIL MEMBER

Background:

The nomination period for the 2025 General Municipal Election opened on February 10, 2025, and closed on March 07, 2025. Pursuant to Section 10229 of the Elections Code of the State of California, as of the close of the nomination period if there are not more candidates than offices to be elected then the City Council can choose how to move forward.

Discussion:

Section 10229 of the Elections Code allows for one of the following courses of action to be taken by the City Council: appoint to the office the person who has been nominated; appoint to the office any eligible elector if no one has been nominated; or hold the election, if either no one or only one person has been nominated.

As of March 7, only two candidates were nominated for the two City Council seats to be filled at the June 3, 2025, general municipal election. Therefore, Staff recommends that the Council appoint the two persons nominated, Michael Greubel and Steve Marcucci for office of Council member. The appointment would be for a four-year term as if they were elected at the June 3, 2025, general municipal election

Fiscal Impact:

No Fiscal Impact

Recommendation:

Staff recommends that the City Council adopt Resolution CC 2025-09, appointing Michael

Greubel and Steve Marcucci to the City Council for four-year terms; and canceling the June 3, 2025, General Municipal Election

Exhibits:

1. COI Council Resolution Cancelling Election and Appointments 2025
2. COI City Clerk Certification of Election 2025

RESOLUTION NO. CC 2025-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, CANCELLING THE JUNE 3, 2025, GENERAL MUNICIPAL ELECTION AND PROVIDING FOR THE APPOINTMENT TO THE OFFICE OF COUNCIL MEMBER

WHEREAS, pursuant to Section 10229 of the Elections Code of the State of California, as of the close of the Nomination Period on March 7, 2025, there are not more candidates than offices to be elected, and that Section 10229 of the Elections Code allows one of the following courses of action to be taken by the City Council:

1. Appoint to the office the person who has been nominated;
2. Appoint to the office any eligible elector if no one has been nominated;
3. Hold the election, if either no one or only one person has been nominated; and

WHEREAS, only two candidates were nominated for the two City Council seats to be filled at the June 3, 2025, general municipal election; and

WHEREAS, there are no other city offices to be filled at the June 3, 2025, general municipal election; and

WHEREAS, on March 19, 2025, the City Clerk delivered to the City Council the certificate required by Section 10229 of the Elections Code, which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, on March 13, 2025, the City Clerk posted and published the notice required by Section 10229 of the Elections Code; and

WHEREAS, pursuant to Section 10229 of the Elections Code, the City Council desires to appoint the two persons nominated for office of Council member: Michael Greubel, and Steve Marcucci to four-year terms, as if they were elected at the June 3, 2025, general municipal election.

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 election scheduled to be held on Tuesday, June 3, 2025, is now cancelled.

SECTION 3. That pursuant to Section 10229 of the Elections Code, the following persons are being appointed to the offices to which they were nominated, and are considered to be the same as being elected:

NAME	OFFICE	TERM
Michael Greubel	Member of the City Council	Full Term of Four (4) Years
Steve Marcucci	Member of the City Council	Full Term of Four (4) Years

SECTION 4. The person(s) appointed, if any, shall qualify and take office and serve exactly as if elected at a municipal election for the office.

SECTION 5. That the City Clerk is directed to transmit a certified copy of this Resolution and all necessary documents to the Los Angeles County Registrar of Voters and Los Angeles County Board of Supervisors.

SECTION 6. The City Clerk is hereby directed not to accept for filing any statement for a write-in candidacy after the appointments are made.

SECTION 7. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 8. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

SECTION 9. This Resolution shall take effect immediately upon adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a special meeting held on March 19, 2025, 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 CLERK CERTIFICATION OF FACT THAT

THERE ARE NOT MORE CANDIDATES THAN

OFFICES TO BE ELECTED

I, Julie Gutierrez-Robles, City Clerk of the City of Industry, California do hereby certify that, pursuant to California Election Code, Section 10229, the facts relating to the City of Industry General Municipal Election, to be held on Tuesday, June 3, 2025 are as follows:

1. At the close of the nomination period on March 07, 2025 there are not more than two candidates duly nominated for the two offices to be elected on June 3, 2025, for the offices of member of the City Council;

2. The persons duly and formally nominated by the close of the nomination period on March 07, 2025, are Michael Greubel and Steve Marcucci; and

3. The persons appointed, if any, shall qualify and take office and serve exactly as if elected at municipal election for the office.

Julie Gutierrez-Robles, City Clerk

Date: 3/12/2025

ITEM NO. 6.5

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Sam Pedroza, Asst. City Manager
Yvette Padilla, Management Analyst II

DATE: March 19, 2025

SUBJECT: Consideration of a License Agreement with the City of La Puente, for access to Assessor's Parcel No. 8208-025-943, for a community event

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Background:

The City of La Puente ("La Puente") has previously hosted a carnival at City-owned property located at the northeast corner of Mayor Dave Way and Sotro Street ("Property). The event was well received by the community and successfully provided entertainment, food, and recreational activities for attendees. Given the positive experience, La Puente requested to host the carnival at the same location. The carnival will run from April 4 through April 6, 2025.

Discussion:

The proposed License Agreement will be effective as of March 31, 2025, to allow time for the carnival setup and will remain in effect through April 7, 2025, to accommodate the teardown. The City of La Puente will work closely with the carnival operator to ensure that all necessary insurance and permits are obtained.

Fiscal Impact:

Given that La Puente is requesting to use the Property for a community event, Staff recommends allowing the use of the Property at no cost.

Recommendation:

Staff recommends that the City Council approve the License Agreement.

Exhibits:

1. COI License Agreement City of La Puente

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("**Agreement**"), dated March 31, 2025, ("**Effective Date**") is entered into by and between the City of Industry, a municipal corporation ("**Licensor/City**"), and the City of La Puente, a government agency ("**Licensee**"). Licensor and Licensee are individually referred to as "**Party**" and collectively referred to as the "**Parties**".

RECITALS

WHEREAS, the City is the owner of certain property located at the northeast corner of Mayor Dave Way and Sotro Street, and Licensee desires to enter the portion of the property generally described as a lot, **Assessor's Parcel No. 8208-025-943**, as set forth in Exhibit A, attached hereto and incorporated herein by reference ("**Premises**").

WHEREAS, Licensee desires to utilize the Premises to host a carnival; and

WHEREAS, Licensee acknowledges that Licensee is entering onto the Premises at its sole risk and expense, and Licensor does not have any liability to Licensee under this Agreement.

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

TERMS

1. License to Enter the Premises. Licensor hereby grants to Licensee a non-exclusive license (the "**License**") granting permission to enter upon the Premises as of the March 31, 2025, and to use a portion of the Premises, as depicted in Exhibit A, to host a carnival (collectively, "**Permitted Use**"); provided, that Licensee's use of the Premises shall not interfere with the operation of business activities, if any, then being conducted on the Premises, and provided Licensee provides written notice to the Licensor at least five (5) days prior to Licensee first entering upon the Premises (said written notice shall state the purpose for the entry upon the Premises, and said entry shall not exceed the stated purpose). Prior to any initial entry pursuant to the License, Licensee shall provide to Licensor proof of insurance as set forth in Section 8 of this Agreement. Licensee shall not permit any other party, except the duly-authorized representatives, agents, employees and contractors (collectively "**Representatives**") of Licensee to enter or use the Premises during the term of this License, without Licensor's prior written consent, and in all events the sole reason for entry and use of the Premises shall be for the performance of Licensee's Permitted Use.

2. Payment. Given that the Licensee is a government agency hosting a community event, Licensor will donate the space at no cost to Licensee.

3. Permitted Use. The Permitted Use is hereby defined to include event set up, parking of vehicles, carnival activity, and event tear down. Licensee shall exercise due care in the performance of the Permitted Use and such use shall be exercised in a manner which complies with all applicable laws.

4. Maintenance of Premises. During the term of the License, Licensee shall clean up all trash after the conclusion of the event. Upon termination of the License, Licensee shall repair any

damage done to the Premises by Licensee or its duly authorized Representatives, including environmental contamination, and shall restore the Premises to its condition as of the Effective Date of this Agreement.

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

6. Liens.

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

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

7. Insurance. Prior to entering the Premises and until the termination of this Agreement, Licensee shall maintain at its sole expense insurance limits as stipulated in this section.

7.1 Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as:

(a) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $3,000,000 per occurrence and $5,000,000 in the aggregate.

(b) Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Licensee has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than $1,000,000 per accident for bodily injury and property damage.

(c) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

(d) Environmental Impairment Liability Insurance shall be written on a Contractor's Pollution Liability form or other form acceptable to the Licensor providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than $1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations."

7.2 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

(a) Additional Insured Status. The Licensor and City Representatives, (as defined in Section 8, below) are to be additional insureds on the CGL policy with respect to liability arising out of Licensee's use of the Premises. General liability coverage can be provided in the form of an endorsement to the Licensee's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

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

(c) Contractors and Subcontractors. Licensee shall require and verify that all contractors and subcontractors maintain insurance meeting all the requirements stated herein, and Licensee shall ensure that Licensor/City Representatives are additional insureds on insurance required from contractors/subcontractors. For CGL coverage contractors and subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

(d) Notice of Cancellation. Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.

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

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

(g) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Licensee is insured through the Association of California Water Agencies Joint Powers Insurance Authority and the City hereby approves of that insurer.

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

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

(j) Occurrence Basis Coverage. All policies shall be written on an occurrence basis unless otherwise approved by the City.

8. Indemnification. From and after the execution of this Agreement, Licensee hereby agrees to indemnify, defend, protect and hold harmless, with counsel of the Licensor's choosing, the City and any and all predecessors, successors, assigns, agents, officials, employees, members, independent contractors, affiliates, principals, officers, directors, attorneys, accountants, representatives, staff, and council members of the City collectively, the "**City Representatives**", and each of them, from and against all claims, including any claims from any third party beneficiary to this Agreement, causes of action, liabilities, losses, damages, injuries, expenses, charges, penalties, or costs, of whatsoever character, nature and kind, (including attorney's fees and costs incurred by the indemnified Party with respect to legal counsel of its choice), whether to property or to person(s), and whether by direct or derivative action, known or unknown, suspected or unsuspected, latent or patent, existing or contingent (collectively "**Losses and Liabilities**"), related directly or indirectly to, or arising out of or in any way connected with any of the activities of Licensee, its agents, employees, licensees, lessees, representatives, invitees, contractors, subcontractors or independent contractors on the Premises. This indemnification requires Licensee to indemnify the City and any and all City Representatives from and against all Losses and Liabilities, including attorneys' fees, arising out of the use or release of any Hazardous Substances on the Premises by Licensee. Licensee's obligation to defend shall arise regardless of any claim or assertion that the City caused or contributed to the Losses and/or Liabilities, provided, however, that Licensee's liability under this Section 8 will be limited to the extent of any contributory negligence of Licensor.

Environmental Indemnity.

Licensee's Indemnity Obligations. Licensee agrees, from and after the Effective Date, to defend, indemnify, protect and hold harmless City Representatives from, regarding and against any and all liabilities, obligations, orders, decrees, judgments, liens, demands, actions, Environmental Response Actions (as defined herein), claims, losses, damages, fines, penalties, expenses, Environmental Response Costs (as defined herein) or costs of any kind or nature whatsoever, together with fees (including, without limitation, reasonable attorneys' fees and experts' and consultants' fees), resulting from or in connection with the actual or claimed generation, storage, handling, transportation, use, presence, placement, migration and/or release of Hazardous Materials

(as defined herein), at, on, in, beneath or from the Premises and/or the Property during the term of the Lease (sometimes herein collectively referred to as "**Contamination**"), except to the extent caused by the Licensor or its agents, contractors or employees during the Licensor's ownership of the Property prior to the commencement of the Agreement or solely caused by the Licensor or its agents, contractors or employees during the term of the Agreement. Licensee's defense, indemnification, protection and hold harmless obligations herein shall include, without limitation, the duty to respond to any governmental inquiry, investigation, claim or demand regarding the Contamination, at Licensee's sole cost.

Release and Waiver. Licensee hereby releases and waives all rights, causes of action and claims Licensee has or may have in the future against the City Indemnitees arising out of or in connection with any Hazardous Materials (as defined herein), at, on, in, beneath or from the Premises, except to the extent caused or permitted by Licensor or its contractors, agents, or employees prior to conveyance to the Licensee or caused by Licensor during the term of the Lease.

Definitions.

(1) As used in this Agreement, the term "**Environmental Response Actions**" means any and all activities, data compilations, preparation of studies or reports, interaction with environmental regulatory agencies, obligations and undertakings associated with environmental investigations, removal activities, remediation activities or responses to inquiries and notice letters, as may be sought, initiated or required in connection with any local, state or federal governmental or private party claims, including any claims by Licensee.

(2) As used in this Agreement, the term "**Environmental Response Costs**" means any and all costs associated with Environmental Response Actions including, without limitation, any and all fines, penalties and damages.

(3) As used in this Agreement, the term "**Hazardous Materials**" means any substance, material or waste which is (1) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of California law; (2) petroleum or petroleum products; (3) asbestos; (4) polychlorinated biphenyls; (5) radioactive materials; (6) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. section 1251 et seq. (33 U.S.C.§ 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. § 1317); (7) defined as a "hazardous substance" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. section 6901 et seq. (42 U.S.C. § 6903) or its implementing regulations; (8) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. section 9601 et seq. (42 U.S.C. § 9601); or (9) determined by California, federal or local governmental authority to be capable of posing a risk of injury to health, safety or property.

Materiality. Licensee acknowledges and agrees that the defense, indemnification, protection and hold harmless obligations of Licensee for the benefit of Licensor set forth in this Agreement are a material element of the consideration to Licensor for the performance of its obligations under this Agreement, and that Licensor would not have entered this Agreement unless Licensee's obligations were as provided for herein.

9. Term, Termination and Remedies. The License shall commence on March 31, 2025 and shall automatically terminate on April 7, 2025**.** Notwithstanding the foregoing, at any time, for any reason, the Licensor may, at its sole and absolute discretion, terminate this Agreement without cause, upon 30 days' written notice to Licensee. Further, in the event Licensor sells or transfers the Premises during the term of this Agreement, this Agreement shall terminate upon seven (7) days written notice to Licensee. In addition, if Licensee shall be in breach of any of its obligations under this Agreement and shall fail to cure such breach within ten (10) business days of written notice from Licensor specifying the nature of any such breach, Licensor shall have the right to terminate this Agreement upon written notice to Licensee. Licensee acknowledges that this License is solely a license, and that Licensee has no rights as an owner, purchaser or tenant by virtue thereof. Upon termination of the Agreement, Licensee shall promptly vacate the Premises and comply with the provisions of Section 4 above. No termination or expiration of this License shall relieve Licensee of its obligations hereunder.

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

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

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

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

Licensor:	Joshua Nelson City Manager 15625 Mayor Dave Way City of Industry, CA 91744 Tel: (626) 333-2211 jnelson@cityofindustry.org
With a Copy to:	James M. Casso, City Attorney Casso & Sparks, LLP

13300 Crossroads Parkway North, Suite 410
City of Industry, CA 91746
Tel: (626) 269-2980
jcasso@cassosparks.com

Licensee: City of La Puente
15900 Main Street
La Puente, CA 91744
Tel: (626) 855-1500

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

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

(SIGNATURES ON FOLLOWING PAGE)

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

"LICENSOR"

CITY OF INDUSTRY

By:_____
Joshua Nelson, City Manager

ATTEST:

_____
Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM:

_____
James M. Casso, City Attorney

"LICENSEE"

CITY OF LA PUENTE

By:_____
Valerie Munoz, Mayor

EXHIBIT A

Legal Description

Assessor's Parcel Number (APN) 8208-025-943 located at the northeast corner of Mayor Dave Way and Sotro Street, City of Industry, CA 91744. The area identified as "Project Site" by an arrow and defining yellow lines identifies the area of the Premises, where the Permitted Use shall occur.

Map

ITEM NO. 6.6

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Bing Hyun, Asst. City Manager
Kathy Tai, Dev. Services Manager

DATE: March 19, 2025

SUBJECT: Consideration of the 2024 Housing Element Annual Progress Report

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Background:

California Government Code Section 65300 requires every city and county within the State to adopt a General Plan for the physical development of the jurisdiction. In short, a General Plan establishes the City's vision for long-term growth and provides strategies and implementing actions to achieve this vision. The General Plan helps to guide decision-making by residents, property owners, business interests, and elected and appointed officials about public and private land use and development.

Industry's General Plan includes seven state-mandated element topics: Land Use, Circulation, Housing, Safety, Noise, Conservation, and Open Space. Unlike other elements, the Housing Element undergoes a rigorous review and certification process with the California Department of Housing and Community Development ("HCD"). The City's General Plan, including the certified Housing Element, was last adopted in 2023. The Housing Element covers an eight-year period and is typically updated more frequently than the rest of the General Plan due to requirements established by State law.

HCD certified the City's Housing Element in September 2023, and work is underway to implement the Housing Element.

Discussion:

Housing Elements are subject to mandated reporting requirements. Historically, general law cities were required to prepare a Housing Element Annual Progress Report ("APR") and submit it to HCD and the Governor's Office of Land Use and Climate Innovation ("LCI"), formerly the Office of Planning and Research, for review. However, passage of AB 879 (Grayson), extended that requirement to charter cities, like the City of Industry. Beginning with the 2017 APR, all California cities (general law and charter) are required to send a Housing Element APR to HCD

and LCI, annually on April 1st.

Government Code Section 65400 requires APRs to cover the status of program implementation, including progress toward meeting the jurisdiction's share of regional housing needs (pursuant to Government Code §65584) and local efforts to remove governmental constraints to the development and maintenance of housing. APRs must be considered at a public meeting before the City Council, so members of the public have an opportunity to provide oral or written comments.

The City's APR for 2024 reports no activity regarding receiving housing development applications or building housing developments.

The attached document conforms to State requirements for the Housing Element APR in 2024. After review, staff recommends that the City Council authorize transmittal of the APR to HCD and LCI.

Fiscal Impact:

No fiscal impact.

Recommendation:

City Staff recommends that City Council receive and file the Housing Element Annual Progress Report for 2024, and direct Staff to transmit copies to the California Department of Housing and Community Development and Governor's Office of Land Use and Climate Innovation no later than April 1, 2025, as required by State law.

Exhibits:

1. City of Industry 2024 Housing Element Annual Progress Report

Please Start Here

General Information	
Jurisidiction Name	Industry
Reporting Calendar Year	2024
Contact Information	
First Name	Bing
Last Name	Hyun
Title	Assistant City Manager
Email	bhyun@cityofindustry.org
Phone	6263332211
Mailing Address	
Street Address	15625 Mayor Dave Way
City	Industry
Zipcode	91744

Optional: Click here to import last year's data. This is best used when the workbook is new and empty. You will be prompted to pick an old workbook to import from. Project and program data will be copied exactly how it was entered in last year's form and must be updated. If a project is no longer has any reportable activity, you may delete the project by selecting a cell in the row and typing ctrl + d.

Click here to download APR Instructions

Click here to add rows to a table. If you add too many rows, you may select a cell in the row you wish to remove and type ctrl + d.

v_02_12_25

Optional: This runs a macro which checks to ensure all required fields are filled out. The macro will create two files saved in the same directory this APR file is saved in. One file will be a copy of the APR with highlighted cells which require information. The other file will be list of the problematic cells, along with a description of the nature of the error.

Optional: Save before running. This copies data on Table A2, and creates another workbook with the table split across 4 tabs, each of which can fit onto a single page for easier printing. Running this macro will remove the comments on the column headers, which contain the instructions. Do not save the APR file after running in order to preserve comments once it is

Optional: This macro identifies dates entered that occurred outside of the reporting year. RHNA credit is only given for building permits issued during the reporting year.

Link to the online system: https://hcd.my.site.com/hcdconnect

Toggles formatting that turns cells green/yellow/red based on data validation rules.

Submittal Instructions

Please save your file as Jurisdictionname2024 (no spaces). Example: the city of San Luis Obispo would save their file as SanLuisObispo2024

Housing Element Annual Progress Reports (APRs) forms and tables must be submitted to HCD and the Governor's Office of Planning and Research (OPR) on or before April 1 of each year for the prior calendar year; submit separate reports directly to both HCD and OPR pursuant to Government Code section 65400. There are two options for submitting APRs:

1. **Online Annual Progress Reporting System - Please see the link to the online system to the left.** This allows you to upload the completed APR form into directly into HCD's database limiting the risk of errors. If you would like to use the online system, email APR@hcd.ca.gov and HCD will send you the login information for your jurisdiction. *Please note: Using the online system only provides the information to HCD. The APR must still be submitted to OPR. Their email address is opr.apr@opr.ca.gov.*

2. **Email -** If you prefer to submit via email, you can complete the excel Annual Progress Report forms and submit to HCD at APR@hcd.ca.gov and to OPR at opr.apr@opr.ca.gov. Please send the Excel workbook, not a scanned or PDF copy of the tables.

Jurisdiction	Industry	
Reporting Year	2024	(Jan. 1 - Dec. 31)
Housing Element Planning Period	6th Cycle	10/15/2021 - 10/15/2029

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		0
Total Units		**0**

Note: Units serving extremely low-income households are included in the very low-income

Units by Structure Type	Entitled	Permitted	Completed
Single-family Attached	0	0	0
Single-family Detached	0	0	0
2 to 4 units per structure	0	0	0
5+ units per structure	0	0	0
Accessory Dwelling Unit	0	0	0
Mobile/Manufactured Home	0	0	0
Total	**0**	**0**	**0**

Infill Housing Developments and Infill Units Permitted	# of Projects	Units
Indicated as Infill	0	0
Not Indicated as Infill	0	0

Housing Applications Summary	
Total Housing Applications Submitted:	0
Number of Proposed Units in All Applications Received:	0
Total Housing Units Approved:	0
Total Housing Units Disapproved:	0

Use of SB 423 Streamlining Provisions - Applications	
Number of SB 423 Streamlining Applications	0
Number of SB 423 Streamlining Applications Approved	0

Units Constructed - SB 423 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	**0**	**0**	**0**

Streamlining Provisions Used - Permitted Units	# of Projects	Units
SB 9 (2021) - Duplex in SF Zone	0	0
SB 9 (2021) - Residential Lot Split	0	0
AB 2011 (2022)	0	0
SB 6 (2022)	0	0
SB 423 (2023)	0	0

Ministerial and Discretionary Applications	# of	Units
Ministerial	0	0
Discretionary	0	0

Density Bonus Applications and Units Permitted	
Number of Applications Submitted Requesting a Density Bonus	0
Number of Units in Applications Submitted Requesting a Density Bonus	0
Number of Projects Permitted with a Density Bonus	0
Number of Units in Projects Permitted with a Density Bonus	0

Housing Element Programs Implemented and Sites Rezoned	Count
Programs Implemented	45
Sites Rezoned to Accommodate the RHNA	0

Jurisdiction	Industry
Reporting Year	2024 (Jan. 1 - Dec. 31)
Planning Period	6th Cycle 10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table A
Housing Development Applications Submitted

Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes								Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Density Bonus Law Applications		Application Status	Project Type	Notes
1					2	3	4	5							6	7	8	9	10		11	12	13
Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted (see instructions)	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Please select state streamlining provision/s the application was submitted pursuant to.	Did the housing development application seek incentives or concessions pursuant to Government Code section 65915?	Were incentives or concessions requested pursuant to Government Code section 65915 approved?	Please indicate the status of the application.	Is the project considered a ministerial project or discretionary project?	Notes+
Summary Row: Start Data Entry Below								0	0	0	0	0	0	0	0	0	0						
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Jurisdiction	Industry
Reporting Year	2024 (Jan. 1 - Dec. 31)
Planning Period	6th Cycle

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table A2
Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement							Affordability by Household Incomes - Building Permits							Affordability by Household Incomes - Certificates of Occupancy								Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restriction	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Density Bonus				Notes
1					2	3	4							5							6	7							8	9								10							

Jurisdiction	Industry	
Reporting Year	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.

Please contact HCD if your data is different than the material supplied here

Table B
Regional Housing Needs Allocation Progress
Permitted Units Issued by Affordability

		1	Projection Period	2									3	4
Income Level		**RHNA Allocation by Income Level**	**Projection Period - 06/30/2021-10/14/2021**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**Total Units to Date (all years)**	**Total Remaining RHNA by Income Level**
Very Low	Deed Restricted	6	-	-	-	-	-	-	-	-	-	-	-	6
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Low	Deed Restricted	4	-	-	-	-	-	-	-	-	-	-	-	4
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Moderate	Deed Restricted	2	-	-	-	-	-	-	-	-	-	-	-	2
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Above Moderate		5	-	-	-	-	-	-	-	-	-	-	-	5
Total RHNA		17												
Total Units			-	-	-	-	-	-	-	-	-	-	-	-	17

Progress toward extremely low-income housing need, as determined pursuant to Government Code 65583(a)(1).

	5		2021	2022	2023	2024	2025	2026	2027	2028	2029	6	7
	Extremely low-Income Need											**Total Units to Date**	**Total Units Remaining**
Extremely Low-Income Units*	3		-	-	-	-	-	-	-	-	-	-	3

*Extremely low-income housing need determined pursuant to Government Code 65583(a)(1). Value in Section 5 is default value, assumed to be half of the very low-income RHNA. May be overwritten.

Please Note: Table B does not currently contain data from Table F or Table F2 for prior years. You may login to the APR system to see Table B that contains this data.

Note: units serving extremely low-income households are included in the very low-income RHNA progress and must be reported as very low-income units in section 7 of Table A2. They must also be reported in the extremely low-income category (section 13) in Table A2 to be counted as progress toward meeting the extremely low-income housing need determined pursuant to Government Code 65583(a)(1).

Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will only include units that were permitted since the start of the planning period. Projection Period units are in a separate column.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

VLI Deed Restricted
VLI Non Deed Restricted

Jurisdiction	Industry	
Reporting Year	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table C

Sites Identified or Rezoned to Accommodate Shortfall Housing Need and No Net-Loss Law

Project Identifier				Date of Rezone	RHNA Shortfall by Household Income Category				Rezone Type	Sites Description							
1				2	3				4	5	6	7	8		9	10	11
APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Date of Rezone	Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income	Rezone Type	Parcel Size (Acres)	General Plan Designation	Zoning	Minimum Density Allowed	Maximum Density Allowed	Realistic Capacity	Vacant/Nonvacant	Description of Existing Uses
Summary Row: Start Data Entry Below																	

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Jurisdiction	Industry	
Reporting Year	2024	(Jan. 1 - Dec. 31)

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

1	2	3	4
Name of Program	**Objective**	**Timeframe in H.E**	**Status of Program Implementation**
1. Housing Sites Strategy	Rezone a 1.5-acre site with a Housing Overlay Zone (See Program #3 for HOZ specifics) for a minimum of 19 units incl. 12 lower income units	Rezone by the end of 2024	Site was rezoned with the adoption of the Housing Overlay Zone in Ordinance No. 825 (July 13, 2023).
1. Housing Sites Strategy	Comply with provisions of the Surplus Land Act per Gov't Code and rezoning requirement of Gov't Code §§ 65583.2(h) and (i).	As projects proposed	The City will comply with the provisions when projects are proposed. No projects have been proposed to date.
2. Zoning Code Amendments	Define and permit employee housing serving 6 or fewer residents as a by-right use in accordance with HSC §§17021.5 and 17021.6 in the ROS Zone and HOZ	Amend municipal code by end 2023	Municipal Code amended with adoption of Ordinance No. 825 (July 13, 2023) and Ordinance No. 830 (February 27, 2024).
2. Zoning Code Amendments	Define and permit manufactured/mobile homes and single-room occupancy as by-right uses in accordance with the Gov't Code § 65852.3 and § 65583(c)(2) in the HOZ.	Amend municipal code by end 2023	Municipal Code amended with adoption of Ordinance No. 825 (July 13, 2023).

2. Zoning Code Amendments	Define and permit ADUs by-right on any lot that allows single- or multifamily housing in accordance with the Gov't Code §65852.2(a) in the ROS Zone and HOZ. Goal: Yield 4 ADUs	Amend municipal code by end 2023	Municipal Code amended with adoption of Ordinance No. 825 (July 13, 2023) and Ordinance No. 829 (March 14, 2024).
2. Zoning Code Amendments	Define & permit low-barrier navigation centers and supportive housing as by-right uses in zones allowing multifamily and mix uses (Gov't Codes 65650, 65660 et seq.)	Amend municipal code by end 2023	Municipal Code amended with adoption of Ordinance No. 825 (July 13, 2023).
3. Housing Overlay Zone	Establish HOZ that: Permits single family and multifamily residential uses that: are by right, permits a density of 20 units per acre, and allows a minimum of 16 units per site. Production goal is 19 units, including 12 lower income units per the RHNA	Amend municipal code by end 2023	Site was rezoned with a Housing Overlay Zone by Ordinance No. 825 (July 13, 2023).
3. Housing Overlay Zone	Establish HOZ that: Allows residential care of all size, employee housing, transitional/permanent supportive housing, mobile and manufactured homes, low barrier navigation center, and ADUs by-right	Amend municipal code by end 2023	Amended the Municipal Code with adoption of Ordinance No. 825 (July 13, 2023).
3. Housing Overlay Zone	Establish HOZ that: Offers financial assistance, regulatory incentives, and priority processing to ensure that units are affordable per RHNA goals; issue RFP for housing services by mid 2025.	As projects proposed. Issue RFP/Q by mid-2025	Housing Overlay Zone established with adoption of Ordinance No. 825 (July 13, 2023). No projects have been proposed to date.

3. Housing Overlay Zone	Establish HOZ that: Reviews progress made in creating and implementing the HOZ. If sites are not rezoned by end of 2024, identify and rezone additional sites to address the unmet RHNA.	Annual Review	Housing Overlay Zone established with adoption of Ordinance No. 825 (July 13, 2023)
3. Housing Overlay Zone	Establish HOZ that: Complies with provisions of the Surplus Land Act per the Govt Code and rezoning required of Gov't Code §§ 65583.2(h)(i).	As projects proposed	The City will comply with the provisions when projects are proposed. No projects have been proposed to date.
3. Housing Overlay Zone	Establish HOZ that: Continue to identify potential sites to allow for a variety of housing types and, if appropriate, consider sites applicable to the HOZ	Annually	The City will continue to identify potential sites to allow for a variety of housing types and, if appropriate, consider sites applicable to the HOZ.
4. Accessory Dwelling Unit In	Develop an ordinance that defines and permits ADUs in accordance with state law.(Target 4 ADUs by the end of 2029.	Amend municipal code by end 2023	Municipal Code amended to permit ADUs with the adoption of Ordinance No. 829 on March 14, 2024. No ADU applications have been submitted to date.
4. Accessory Dwelling Unit In	Offer a waiver of building permit fees for ADUs proposed for construction in Industry	As projects are proposed	The City will offer a waiver of building permits fees for ADUs as projects are proposed. No projects have been proposed to date.
5. Development Regulations	Adopt objective development and design standards per Gov't Code §65589.5	Amend municipal code by end 2024	Amended the Municipal Code with adoption of Ordinance No. 834 (February 27, 2025).
5. Development Regulations	Adopt density bonus ordinance consistent with the Government Code § 65915 - 65918.	Amend municipal code by end 2024	Amended the Municipal Code with adoption of Ordinance No. 834 (February 27, 2025).
5. Development Regulations	Adopt minor exception process for new residential projects in Industry	Amend municipal code by end 2024	Amended the Municipal Code with adoption of Ordinance No. 834 (February 27, 2025).

6. Building Permit & Code En	Contract building plan check and permit services; enforce County and local building, housing, property maintenance codes; adopt additional codes as needed for new housing	Ongoing	The City of Industry contracts with the County of Los Angeles to provide building plan check and permit services for structures in the community. The City provides a permit flow chart on its website to inform developers and property owners. The City enforces zoning code provisions on a complaint basis.
6. Building Permit & Code En	Inspect all businesses adjacent to homes to identify hazards (noise, NPDES, queue, etc.); where found, obtain compliance within 3 months	Annually inspect; obtain compliance within 3 months	The City of Industry coordinates with the County of Los Angeles Sheriff's Department, its code enforcement officers, and contractors to respond to NPDES, noise, etc. issues including receiving and verifying reports of violations, regular monitoring, and coordinating with property operators and/or owners to obtain compliance.
6. Building Permit & Code En	Direct code enforcement efforts, including proactive efforts for businesses, to limit and address hazards adjacent housing and obtain code compliance within 3 months	Annual inspect, compliance within 3 months	The City of Industry coordinates with the County of Los Angeles Sheriff's Department, its code enforcement officers, and contractors to respond to potential or actual hazards adjacent to housing. No violations were found.
7. Infrastructure Maintenanc	Maintain infrastructure and public services that enhance the safety, appearance, and condition of neighborhoods.	Update CIP Annually	The City's residential areas have infrastructure in place, however, surrounding commercial and industrial uses result in wear and tear. The City continues to maintain infrastructure and provide public services in a manner that enhances neighborhoods. These include infrastructure such as streets, curbs, gutters, sidewalks, traffic signals, and other improvements. The FY 2024-2025 CIP budget totals approximately $____ million.
7. Infrastructure Maintenanc	Make annual safety improvements (sidewalks, ramps, signals, etc.) for ADA purposes in accordance with Transition Plan and CIP	Annually make 3-5 curb cuts and 1-2 shelters	The City continued to make annual safety improvements in 2024. A total of ____ curb cuts were made and ____ bus shelters were maintained.
8. Housing Maintenance & Re	Publicize annually at City Hall, Industry News, and City website	Annually and as apps are received	The City publicizes annually at City Hall, Industry News, and City website.
8. Housing Maintenance & Re	Seek additional funding and partners to administer the program.	Adopt program changes within 2 years of housing element adoption	The City will seek additional funding and partners to administer the program within the timeline provided.
8. Housing Maintenance & Re	Increase grant to $25,000, allow greater frequency of use, and assist 10 households	Adopt program changes within 2 years of housing element adoption	The grant was increased to $25,000 in the FY 24/25 adopted budget. No requests were made for grants in 2024.

9. Resource Conservation	Encourage energy efficiency in the housing rehabilitation grant program and water efficiency programs.	Ongoing	The City encourages energy efficiency through property improvement projects, repairs performed by the IPHMA, and its Housing Maintenance and Rehabilitation grant program. An energy efficiency brochure was published that describes the City's energy conservation program. IPUC residential customers are eligible for the Domestic Rebate Program and may receive rebates for the installation of ENERGY STAR® features. Customers are also eligible for the Direct Install Program, which includes a home energy survey and installation of energy efficiency measure. No requests were made for grants in 2024.
9. Resource Conservation	Provide brochures advertising energy efficiency programs offered by the city or local utility.	Ongoing	The City encourages energy efficiency through property improvement projects, repairs performed by the Industry Property and Housing Management Authority, and its Housing Maintenance and Rehabilitation grant program. An energy efficiency brochure was published that describes the City's energy conservation program. The brochure is available at the City's planning counter.
9. Resource Conservation	Provide housing element to utility providers to establish specific procedures to grant priority water and sewer service to affordable housing	Upon adoption of draft housing element	The housing element was provided to the City's utility providers.
10. Homeless Services	Support efforts to address homelessness; meet with each of the four school districts beginning in 2023, and annually thereafter, to assess homeless prevention needs	Meet annually beginning in 2023	The City met with school district homeless coordinator, regarding HLPUSD Equity program to help homeless and those at risk to become homeless. The City will continue to meet with school districts and provide support. As a result of the meetings, the City donated a total of $5,000 to Hacienda La Puente Unified School District to assist with college scholarships and help fund the districts gift card program to support students of disadvantage families who are homeless or at risk of becoming homeless.
10. Homeless Services	Prepare resolution to join the San Gabriel Valley Regional Housing Trust to coordinate on regional solutions to homelessness	Preparate resolution in 2023	The City joined the San Gabriel Valley Regional Housing Trust on September 28, 2023.

10. Homeless Services	Amend Municipal Code for emergency shelter parking, supportive housing, and low barrier navigation centers per state law	In 2023, adopt amendments	The Municipal Code was amended by adoption of Ordinance No. 825 (July 13, 2023) and Ordinance No. 830 (February 27, 2024).
11. People with Disabilities	Provide $1.8 million to fund the Mental Health Regional Crisis Response and Training Center in Industry in FY 2022/2023	2022/2023	The City completed and fully funded the Mental Health Regional Crisis Response and Training Center in 2023.
11. People with Disabilities	Complete ADA Transition Plan to provide disabled people fuller access to infrastructure, public facilities, and community services.	Complete by 2023/2024	The City's ADA Transition Plan was approved on January 23, 2025.
11. People with Disabilities	Periodically consider funding requests from nonprofit organizations that address the needs of disabled people.	As requests received	In 2023, the City received and granted donations to the following organizations: 1. $105,000 to the Gabriel Foundation for the Industry Hills Charity Pro Rodeo – The Gabriel Foundation supports those with special needs; 2. $25,000 to Land of the Free Foundation for their Veteran's Day Golf Classic – Land of the Free supports veterans, including those who are disabled; and 3. $25,000 to Delhaven Community Center for the Because We Care Program – This program supports those with special needs, learning disabilities, and mental illnesses. Additionally, the City streamlined the process by adopting a resolution to establish a policy authorizing the City Manager to consider and approve donations requests from non-profits and public agencies up to $1,000, not to exceed $5,000 each fiscal year. The City Council will consider all donation requests exceeding those amounts.
11. People with Disabilities	Adopt a reasonable accommodation ordinance that facilitates options for disabled people to fully enjoy use of their home	Amend code by 2023	Amended Municipal Code for reasonable accommodation process by Ordinance No. 826 (January 25, 2024).
11. People with Disabilities	Amend Municipal Code to permit residential care facilities serving 7 or more clients by right in the HOZ as required by state law.	Amend code by 2023	Amended Municipal Code to address residential care facilities (Ordinance No. 825, July 13, 2023).

12. Collaborative Partnership	Work with current housing and service partners and, as needed, expand and/or develop new partnerships to augment resources.	Ongoing	The City meets or communicates with its partners such as San Gabriel Valley Council of Governments, El Encanto Center, Sheriff's Youth Activity League, and local school districts to maintain strong relationships.
12. Collaborative Partnership	Reach out annually to developers and service providers to address housing need	Annually	Ongoing.
12. Collaborative Partnership	Prepare resolution to join the San Gabriel Valley Regional Housing Trust to coordinate on regional solutions to homelessness	Adopt resolution in 2023	The City joined the San Gabriel Valley Regional Housing Trust on September 28, 2023.
13. Extremely Low Income H	By end of 2024, rezone site and have code amendments complete in Program #2 to allow housing on the site identified in Program #1.	By end of 2024, rezone site and relevant code amend.	The site was rezoned with a Housing Overlay Zone by Ordinance No. 825 (July 13, 2023).
13. Extremely Low Income H	By mid-2025, issue RFP/Q for housing development and when a project is proposed facilitate entitlements and issue permits by the end 2026, consistent with the assumptions im the housing element.	RFP/Q by middle of 2025; permits by end of 2026	In process.
13. Extremely Low Income H	Grant priority and expedited processing and provide additional incentives to be determined for projects that include extremely. low income units.	As projects proposed	The City will grant priority and expedited processing and provide additional incentives as projects are proposed. No projects have been proposed to date.

14. Fair Housing Program	Implement City's Fair Housing Program, incl. – Increase housing opportunity + improve land availability (P#1) – Revise IMC to allow range of housing types/price (P#2) – Create HOZ to place on sites for the RHNA (P#3) - Amend IMC to allow ADUs, furthering fair housing (P#4) - Enforce building codes to prevent displacement (P#5) - Complete Transition Plan and improve accessibility (P#7) – Address needs of seniors, disabled, homeless (P#10-11) – Maintain/preserve city's housing to reduce displacement (P#8) – Continue to address and mitigate environmental hazards – Pursue partnerships to implement programs (P #12) – Publicize fair housing and refer concerns to appropriate agency	Ongoing	The City will continue to implement the City's Fair Housing Program as required by state law. See progress for individual programs cited earlier within this APR.
15. Housing Administration	Announce housing and service news in the "Industry News" monthly publication	Ongoing	A fair housing brochure publicizing the importance of fair housing, types of discrimination, and contacts for inquiries and complaints was completed. The brochure is available to the general public and is placed at the City planning counter.
15. Housing Administration	Prepare housing element progress reports and evaluate compliance with fair housing	Annually	Industry submitted its 2017-2023 APRs and now 2024 APR. Staff evaluated compliance with fair housing.

Jurisdiction	Industry	
Reporting Period	2024	(Jan. 1 - Dec. 31)
Planning	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

Table E

Commercial Development Bonus Approved pursuant to GC Section 65915.7

Project Identifier				Units Constructed as Part of Agreement				Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
1				2				3	4
APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Very Low Income	Low Income	Moderate Income	Above Moderate Income	Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
Summary Row: Start Data Entry Below									

Jurisdiction	Industry	
Reporting Period	2024	31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F

Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)

Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.

Activity Type	Units that Do Not Count Towards RHNA+ Listed for Informational Purposes Only				Units that Count Towards RHNA + Note - Because the statutory requirements severely limit what can be counted, please contact HCD at apr@hcd.ca.gov and we will unlock the form which enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1+. For detailed reporting requirements, see the chcklist here:
	Extremely Low-Income+	Very Low-Income+	Low-Income+	TOTAL UNITS+	Extremely Low-Income+	Very Low-Income+	Low-Income+	TOTAL UNITS+	https://www.hcd.ca.gov/community-development/docs/adequate-sites-checklist.pdf
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Units									
Mobilehome Park Preservation									
Total Units by Income									

Jurisdiction	Industry	
Reporting Period	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F2

Above Moderate Income Units Converted to Moderate Income Pursuant to Government Code section 65400.2

For up to 25 percent of a jurisdiction's moderate-income regional housing need allocation, the planning agency may include the number of units in an existing multifamily building that were converted to deed-restricted rental housing for moderate-income households by the imposition of affordability covenants and restrictions for the unit. Before adding information to this table, please ensure housing developments meet the requirements described in Government Code 65400.2(b).

Project Identifier					Unit Types		Affordability by Household Incomes After Conversion							Units credited toward Moderate Income RHNA		Notes
1					2	3	4							5		6
Prior APN+	**Current APN**	**Street Address**	**Project Name+**	**Local Jurisdiction Tracking ID**	**Unit Category** (2 to 4,5+)	**Tenure** R=Renter	**Very Low-Income Deed Restricted**	**Very Low-Income Non Deed Restricted**	**Low- Income Deed Restricted**	**Low- Income Non Deed Restricted**	**Moderate-Income Deed Restricted**	**Moderate-Income Non Deed Restricted**	**Above Moderate-Income**	**Total Moderate Income Units Converted from Above Moderate**	**Date Converted**	**Notes**
Summary Row: Start Data Entry Below							0	0	0	0	0	0	0	0		

Jurisdiction	Industry	
Reporting Period	2024	(Jan. 1 - Dec. 31)
Period	6th Cycle	10/15/2021 - 10/15/2029

NOTE: This table must only be filled out if the housing element sites inventory contains a site which is or was owned by the reporting jurisdiction, and has been sold, leased, or otherwise disposed of during the reporting

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table G

Locally Owned Lands Included in the Housing Element Sites Inventory that have been sold, leased, or otherwise disposed of

Project Identifier						
1				2	3	4
APN	**Street Address**	**Project Name+**	**Local Jurisdiction Tracking ID+**	**Realistic Capacity Identified in the Housing Element**	**Entity to whom the site transferred**	**Intended Use for Site**
Summary Row: Start Data Entry Below						

Jurisdiction	Industry		**NOTE: This table must contain an invenory of ALL surplus/excess lands the reporting jurisdiction owns**
Reporting Period	2024	(Jan. 1 - Dec. 31)	

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

For Los Angeles County jurisdictions, please format the APN's as follows:9999-999-999

Table H
Locally Owned Surplus Sites

Parcel Identifier				Designation	Size	Notes
1	2	3	4	5	6	7
APN	**Street Address/Intersection**	**Existing Use**	**Number of Units**	**Surplus Designation**	**Parcel Size (in acres)**	**Notes**
Summary Row: Start Data Entry Below						

Jurisdiction	Industry	
Reporting Period	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

NOTE: STUDENT HOUSING WITH DENSITY BONUS ONLY. This table only needs to be completed if there were student housing projects WITH a density bonus approved pursuant to Government Code65915(b)(1)(F)

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table J

Student housing development for lower income students for which was granted a density bonus pursuant to subparagraph (F) of paragraph (1) of subdivision (b) of Section 65915

Project Identifier				Project Type	Date	Units (Beds/Student Capacity) Approved							Units (Beds/Student Capacity) Granted	Notes
1				2	3	4							5	6
APN	**Street Address**	**Project Name+**	**Local Jurisdiction Tracking ID+**	**Unit Category** (SH - Student Housing)	**Date**	**Very Low-Income Deed Restricted**	**Very Low-Income Non Deed Restricted**	**Low- Income Deed Restricted**	**Low- Income Non Deed Restricted**	**Moderate-Income Deed Restricted**	**Moderate-Income Non Deed Restricted**	**Above Moderate-Income**	**Total Additional Beds Created Due to Density Bonus**	**Notes**
Summary Row: Start Data Entry Below														

Jurisdiction	Industry	
Reporting Period	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT

Table K
Tenant Preference Policy

Local governments are required to inform HCD about any local tenant preference ordinance the local government maintains when the jurisdiction submits their annual progress report on housing approvals and production, per Government Code 7061 (SB 649, 2022, Cortese). Effective January 1, 2023, local governments adopting a tenant preference are required to create a webpage on their internet website containing authorizing local ordinance and supporting materials, no more than 90 days after the ordinance becomes operational.

Does the Jurisdiction have a local tenant preference policy?	
If the jurisdiction has a local tenant preference policy, provide a link to the jurisdiction's webpage containing authorizing local ordinance and supporting materials.	
Notes	

Jurisdiction	Industry	
Reporting Year	2024	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Local Early Action Planning (LEAP) Reporting
(CCR Title 25 §6202)

Please update the status of the proposed uses listed in the entity's application for funding and the corresponding impact on housing within the region or jurisdiction, as applicable, categorized based on the eligible uses specified in Section 50515.02 or 50515.03, as applicable.

Total Award Amount	$ 65,000.00	*Total award amount is auto-populated based on amounts entered in rows 15-26.*

Task	$ Amount Awarded	$ Cumulative Reimbursement Requested	Task Status	Other Funding	Notes
Housing Element Consultant Services	$64,350.00	$61,695.00	Completed	Local General Fund	
COG to Hire Staff Position for LEAP Subject Matter	$650.00	$0.00	Completed	None	

Summary of entitlements, building permits, and certificates of occupancy (auto-populated from Table A2)

Completed Entitlement Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		0
Total Units		**0**

Building Permits Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		0
Total Units		**0**

Certificate of Occupancy Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		0
Total Units		**0**

ITEM NO. 6.7

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Bing Hyun, Asst. City Manager

DATE: March 19, 2025

SUBJECT: Consideration of a Public Health Services Contract with the County of Los Angeles for public health services

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Background:

The County of Los Angeles Department of Public Health ("County") has provided public health services to Industry since the City's incorporation in 1957. The current Public Health Services Contract was last amended in 1959. Public health services provided by the County include:

1. Appointment of the County's Health Officer to act as the City's Health Officer.
2. Enforcement of various public health regulations including the County Health Code, which is adopted by reference pursuant to Industry Municipal Code 8.04.010 and 8.04.020; statutes related to public health; and orders, quarantines, and other regulations prescribed by the California Department of Public Health.
3. Issuance of required public health permits.

Discussion:

The County's Board of Supervisors approved a revised Agreement on October 22, 2024, and now requires cities that wish to continue receiving County public health services to enter into the revised Agreement.

The proposed Public Health Services Contract ("Agreement") continues to authorize the County to provide existing services and enforce public health laws within the City. The new Agreement will remain in effect through June 30, 2029, and will automatically renew for consecutive five-year terms unless either party provides written notice of termination at least 180 days before July 1 of any given year.

Fiscal Impact:

There is no fiscal impact. Public health permit fees are established, collected and retained by the County. This would continue under this Agreement.

Recommendation:

Staff recommends that the City Council approve the Agreement.

Exhibits:

1. City of Industry PH-005623

Contract No. PH-005623

DEPARTMENT OF PUBLIC HEALTH
PUBLIC HEALTH SERVICES CONTRACT

THIS CONTRACT “Contract” is made and entered into on _____

by and between COUNTY OF LOS ANGELES
(hereafter "County")

and CITY OF INDUSTRY
(hereafter "City")

THIS PUBLIC HEALTH SERVICES CONTRACT ("Contract") is made by and between the County of Los Angeles, hereinafter referred to as the "County", and the City of Industry hereinafter referred to as "City."

RECITALS:

The City desires to continue to contract with the County for the performance of public health services by the County’s Department of Public Health (“Public Health”), for the County’s Health Officer to act as the City’s Health Officer, and for the County's Department of Public Health to serve as the City's Environmental Health Department.

The County agrees to continue performing such services on the terms and conditions set forth in this Contract.

This Contract is authorized by California Health and Safety Code Sections 101400 and 101405.

To effectuate public health services for the City, the County and its duly appointed Health Officer shall exercise the powers and duties that are conferred upon local health officers by law.

The County Health Officer shall fulfill the obligations and exercise the authority conferred by California Health and Safety Code Sections 101470 and 101475 within the territorial jurisdiction of the City in the performance of this Contract.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **TERM:** This Contract shall become effective upon date of execution, and replace all prior contracts for public health services between the City and County. This contract shall continue in full force and effect until June 30, 2029. Subject to Section 7 below, this Contract shall thereafter be automatically renewed for consecutive five (5) year terms, for an indefinite period, without further action by either City or County, unless City or County terminates the Contract in the manner set forth in Section 7.

2. **PUBLIC HEALTH SERVICES**: The County and the County's Health Officer shall observe and enforce within the territorial jurisdiction of the City all of the following:
    a. Orders, quarantine, and other regulations, concerning public health, prescribed by the California Department of Public Health ("CDPH").
    b. Statutes relating to public health.
    c. Provisions of Los Angeles County Code, Title 11, and any amendments thereto, as adopted by City by ordinance or resolution, to the same extent as they are enforced in the unincorporated area of the County.

3. **DESCRIPTION OF PUBLIC HEALTH FUNCTIONS**:
    a. The performance of all public health services, the standard of performance and other matters incidental to the performance of public health services and observation and enforcement of public health statutes, regulations, ordinances and CDPH orders and guidance shall be determined solely at the discretion of the County Health Officer and/or Director of County

Public Health. The control of County personnel under this Contract shall remain exclusively with the County.

b. The County agrees to continue to perform for the City such public health services as are authorized or mandated by state laws or regulations related to public health, to be performed by the local health officer or local enforcement agency.

    i. Pursuant to California Health and Safety Code section 101045, the County shall investigate health and sanitary conditions in detention facilities operated by the City, if any. County may bill and receive payment from City for inspection and reporting services in the manner provided by Paragraph 4, subsections (g) and (h) of this Contract.

    ii. For future enactments of state law or regulation, County agrees to perform public health services that impose a specific duty or obligation on the local health officer to observe or enforce. Should future state law statutory or regulatory enactment related to public health not impose a duty or obligation on the local health officer, City may request in writing that the County perform that public health service. Should County elect to perform that discretionary public health service for City, pursuant to such City request, then County may bill and receive payment from City for inspection and reporting services in the manner provided by Section 4, subsections (g) and (h) of this Contract.

c. The County agrees to continue to perform for the City such public health services as authorized or mandated by provisions of Title 11 of the Los Angeles County Code, and any amendments or additions thereto, that the City has adopted via ordinance or resolution.

    i. Should the County Board of Supervisors enact future provisions to or amend existing provisions of Title 11 of the Los Angeles County Code, County will inform the City of the newly enacted provision or amendment via email to the City's Manager, and describe the

enacted new provision or amendment and the impact to the services performed under this Contract, if any.

ii. For future ordinances that may be enacted by the Board of Supervisors into Title 11 of the Los Angeles County Code, in order for the County to observe and enforce that enacted ordinance within the City, the City must approve the incorporation of the identical version of that new Title 11 provision into its municipal code via ordinance or by resolution of the City Council.

iii. Any future amendments to provisions of Title 11 of the Los Angeles County Code that exist in the City's Municipal Code at the date of the execution of this Contract, shall be incorporated by the City into its municipal code.

d. The County shall issue public health permits and licenses to permittees located within the City and collect the fees as provided for in Los Angeles County Code, Title 8, Chapter 8.04. Such fees shall be retained by County Public Health for the benefit of County as full compensation for the services performed by the Public Health Director and County Health Officer on behalf of the City.

i. County may, from time to time, amend or alter the public health permit or license fees charged to those individuals or entities required to obtain a public health permit or license pursuant to either state statute or Los Angeles County Code, Title 8, Chapter 8.04.

ii. City may not set, collect, or retain public health permit or license fees for any public health service performed by County under this Contract.

e. For the purpose of performing said functions, County shall furnish and supply all necessary labor, supervision, equipment, and supplies necessary to provide the public health services described in this Contract and as necessary to protect the public health, safety, and welfare as determined by Public Health in its sole discretion. All persons employed in

the performance of public health services and functions under this Contract shall be County personnel.

4. **GENERAL TERMS**:

   a. To facilitate the performance of public health services, City and County will cooperate and assist each other to fulfill the purpose and intent of this Contract.

   b. Exhibit A of this Contract, which is attached hereto and incorporated herein, shall provide the language of the City's Municipal Code, as amended, that reflects the City's specific adoption of Division 1 of Title 11 of the Los Angeles County Code as of the effective date of this Contract. Exhibit A may be revised to reflect any changes to the City's Municipal Code regarding Title 11 of the Los Angeles County Code.

   c. All persons employed in the performance of such public health duties, functions and services for City shall be County employees or personnel and no City employee shall be supplanted by County, and no person employed by County under this Contract shall have any City pension, civil service, or any status or right.

   d. The City shall not be called upon to assume any liability for the direct payment of any salary, wages or other compensation to any County personnel performing services hereunder for the City, or be liable for compensation to or required to indemnify any County employee for injury or sickness arising out of his or her employment.

   e. The parties have executed an Assumption of Liability Contract approved by the Board of Supervisors on December 27, 1977, and/or a Joint Indemnity Contract approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this Contract by reference. In the event that the Board of Supervisors later approves a revised Joint Indemnity Contract, and the City executes the

revised contract, the subsequent contract as of its effective date shall supersede the contract previously in effect between the parties hereto.

f. City is not required to separately reimburse County for the performance or enforcement of any City ordinance or resolution which adopts identical provisions of Los Angeles County Code, Title 11, and its amendments.

g. Should City request in writing additional public health services of the County, that are not required by statute, regulation or CDPH Order, or as provided in Title 11 of the Los Angeles County Code, the County may charge the City, at rates approved by the Board of Supervisors, an hourly rate that will reimburse the County for the costs for the provision of those specific public health services.

h. County, through its Director of Public Health, must render to City within twenty (20) calendar days after the close of each calendar month an itemized invoice which covers all extra services performed for City if such services were requested by the City in writing, during said month, and City must pay County within thirty (30) days after date of such invoice.

i. If a violation of public health statutes, regulations or ordinances results in a public health hazard within the City, County will notify the City Manager in writing. If the City elects to pursue legal prosecution or abatement, City shall provide to County contact information for counsel that will represent the City or the People in any legal proceeding to abate or mitigate the public health hazard. City shall bear the full cost of such proceedings. County may bill City on an hourly basis for time spent by County employees participating in such legal proceedings.

5. **NOTICES**: Notices hereunder must be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Public Health Director, or the Director's designee, is authorized to execute all notices or demands which are required or permitted by County under this Contract.

Addresses and parties to be notified may be changed by providing at least ten (10) working days prior written notice to the other party.

A. Notices to County must be addressed as follows:

(1) Department of Public Health
Environmental Health – Administrative Headquarters
5050 Commerce Drive
Baldwin Park, California 91706
Attention: Director, Environmental Health
E-mail: EHAdmin@ph.lacounty.gov

(2) Department of Public Health
Contracts and Grants Division
5555 Ferguson Drive, 2nd Floor, Suite 210
Commerce, CA 90022
Attention: Division Director
Email: contracts-grants@ph.lacounty.gov

(3) Department of Public Health
Office of the Director
Attention: Director, Public Health
313 North Figueroa Street
Los Angeles, CA 90012
Email: DPHDirector@ph.lacounty.gov

B. Notices to City must be addressed as follows:

(1) City of: Industry
Attention: City Manager
15625 Mayor Dave Way
Industry, CA 91744
Email: jnelson@cityofindustry.org
Phone: (626) 333-2211

6. **GOVERNING LAW, JURISDICTION, AND VENUE**: This Contract will be governed by, and will be construed in accordance with, the laws of the State of California. City agrees and consents to the exclusive jurisdiction of the courts of the State of California or the United States Courthouse, Central District, Western Division, for all purposes regarding this Contract and further agrees and consents

that venue of any action brought under this Contract shall be exclusively in the County of Los Angeles.

7. **TERMINATION FOR CONVENIENCE**: The performance of services under this Contract may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County or City to be in their own best interest. Termination of services hereunder shall be effectuated by the delivery of an advance written Notice of Termination of the entire Contract by one party to the other at least one hundred and eighty (180) calendar days prior to July 1 of the following calendar year. The termination of services may only be effective on July 1 of the calendar year, so as to assure no lapse in public health and local health officer services to the residents of City.

8. **ALTERATION OF TERMS/AMENDMENTS**: The body of this Contract and any Exhibits attached hereto, and documents incorporated by reference, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Contract. No addition to, or alteration of, the terms of this Contract, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Contract which is formally approved and executed by the parties in the same manner as this Contract.

9. **INDEPENDENT CONTRACTOR STATUS**: This Contract is by and between the County and City and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and City. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

10. **NO INTENT TO CREATE A THIRD-PARTY BENEFICIARY CONTRACT**: Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person shall acquire any rights as a third-party beneficiary under this Contract.

11. **VALIDITY**: If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

12. **WAIVER**: No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by its Director of Public Health, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officer, the month, day, and year first written above.

CITY OF INDUSTRY

By: _____
Cory Moss
Mayor

Date:_____

APPROVED AS TO FORM
BY THE OFFICE OF THE CITY ATTORNEY

JAMES M. CASSO, City Attorney

By: _____
City Attorney

Date:_____

ATTEST:
JULIE GUTIERREZ-ROBLES, City Clerk

By: _____
City Clerk

Date:_____
(AFFIX CORPORATE SEAL HERE)

COUNTY OF LOS ANGELES

By:_____
Barbara Ferrer, Ph.D., M.P.H., M.Ed.
Director

Date: _____

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

DAWYN R. HARRISON, County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:
Department of Public Health

By:_____
Contracts and Grants Division

Date: _____

#07642:db

Exhibit A:

CITIES - HEALTH OFFICER - ADOPTION OF COUNTY CODE

INDUSTRY

ADOPTION OF OUR COUNTY CODE TITLE 8 & TITLE 11

8.04.010 Adoption of Health and Safety Code.

A. The county of Los Angeles Health and Safety Code, codified as Division 1 of Title 11 of the Los Angeles County Code, as such code may be amended from time to time, except as hereinafter amended by this chapter, is adopted by reference as the Public Health and Safety Code of the city.

B. At least three copies of the current version of Division 1 of Title 11 of the Los Angeles County code will be at all times maintained in the office of the city clerk for use and examination by the public. (Ord. 709 § 2 B, 2005; Ord. 292 § 1, 1968; Ord. 272 § 1, 1967)

8.04.020 Adoption of Public Health Licenses Code.

A. The Los Angeles County Public Health Licenses Code, codified as Division 1 of Title 8 of the Los Angeles county code, as such code may be amended from time to time, except as hereinafter amended by this chapter, is adopted by reference as the Public Health Licenses Code of the city.

B. At least three copies of the current version of Division 1 of Title 8 of the Los Angeles County Code will be at all times maintained in the office of the city clerk for use and examination by the public. (Ord. 79 § 2 B, 2005; Ord. 372 § 2, 1974)

CITY MUNICIPAL CODE EXCLUSION OF SPECIFIC PUBLIC HEALTH SERVICES

None

ITEM NO. 6.8

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Mathew Hudson, Engineering Manager
Dev Birla, Contract Electric Utility Director

DATE: March 19, 2025

SUBJECT: Consideration of Amendment No. 6 to the Professional Services Agreement with Trimark Associates, Inc., for the Metrolink Solar and Electrical Vehicles Charger Facility, extending the term through March 31, 2028, revising the rate schedule, and increasing compensation by $91,639.50 (MP 06-18 #10)

Background:

On August 22, 2013, the City Council approved a Professional Services Agreement ("Agreement") with Trimark Associates, Inc., ("Trimark") for the Metrolink Solar and Electrical Vehicles Charger Facility project for data acquisition system ("DAS"), met station, remote intelligent gateway ("RIG") and revenue meter services. Since then, the City Council has approved five amendments to the original Agreement. The First Amendment was approved by the City Council on September 25, 2014, followed by a Second Amendment on August 13, 2015, the Third Amendment on October 27, 2016, the Fourth Amendment on June 13, 2019, and the Fifth Amendment on March 24, 2022.

Discussion:

Trimark has provided services for the Metrolink Solar and Electrical Vehicle Charger Facility for nearly twelve years, and Staff recommends that Trimark continue providing monitoring of the operation of the facility equipment. The Agreement expires March 31, 2025, and Amendment No. 6 extends it through March 31, 2028, revises the rate schedule to reflect Trimark's new pricing, and provides for a companion increase in compensation of $91,639.50. Trimark will send an invoice annually in the amount of $30,546.50.

Fiscal Impact:

The fiscal impact is $91,639.50 over three fiscal years. In the adopted General Fund budget fiscal year 2024-2025, $35,000.00 is approved (Account No. 100-350-5065) (MP 06-18 #10)

and no appropriations are required.

Recommendation:

Staff recommends that the City Council approve Amendment No. 6 to the Professional Services Agreement with Trimark.

Exhibits:

1. Amendment No. 6 to the Professional Services Agreement with Trimark Associates, Inc, dated March 19, 2025

AMENDMENT NO. 6
TO PROFESSIONAL SERVICES AGREEMENT WITH
TRIMARK ASSOCIATES INC.

This Amendment No. 6 to the Professional Services Agreement ("Agreement") is made and entered into this 19th day of March, 2025, ("Effective Date"), by and between the City of Industry, a California municipal corporation ("City") and Trimark Associates, Inc., a California corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, on or about August 22, 2013, the City Council approved an Agreement for Consulting Services with Trimark Associates, Inc., to provide data acquisition system ("DAS"), met station, remote intelligent gateway ("RIG"), and revenue meter service agreement services for the Metrolink Solar and Electrical Vehicles Charger Facility project; and

WHEREAS, on or about September 25, 2014, the City Council approved Amendment No. 1 to the Agreement to update the scope of services and increase compensation by $20,720.00 to continue services; and

WHEREAS, on or about August 13, 2015, the City Council approved Amendment No. 2 to the Agreement to update the scope of services and increase compensation by $20,720.00 to continue services; and

WHEREAS, on or about October 27, 2016, the City Council approved Amendment No. 3 to the Agreement to include the address for the City Attorney, extend the Term through October 27, 2019, and increase the compensation by $63,886.67 to continue services; and

WHEREAS, on or about June 13, 2019, the City Council approved Amendment No. 4 to the Agreement to extend the Term through May 31, 2022, and increase the compensation by $62,160.00 to continue services; and

WHEREAS, on or about March 24, 2022, the City Council approved Amendment No. 5 to the Agreement to extend term through March 31, 2025, and increase the compensation by $100,000.00 and revise rate schedule to continue services; and

WHEREAS, the Agreement expires on March 31, 2025, and all the approved budget will be depleted; and

WHEREAS, the Parties desire to amend the Agreement to allow for the Consultant to continue providing the aforementioned services. Amendment No. 6 extends the term through March 31, 2028, revises the rate schedule to reflect Consultant's current pricing, along with a companion increase in compensation of $91,639.50; and

WHEREAS, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 6, as set forth below.

AMENDMENT

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

Section 1. Term

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

This Agreement shall commence on Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than March 31, 2028, unless sooner terminated pursuant to the provisions of this Agreement.

Section 5. Compensation and Payment

The second sentence of Section 5.1 is hereby amended to read in its entirety as follows:

This amount shall not exceed Three Hundred Seventy -Nine Thousand Eight Hundred Forty Nine Dollars and Fifty Cents ($379,849.50) for the total Term of the Agreement unless additional payment is approved in writing, by the City.

Exhibit B, Rate Schedule

The Rate Schedule is hereby rescinded in its entirety and replaced with the rates set forth in Attachment 1 attached hereto and incorporated herein by reference.

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

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 6 to the Agreement as of the Effective Date.

(SIGNATURES ON THE FOLLOWING PAGE)

"CITY"
City of Industry

By: _____
Joshua Nelson, City Manager

"CONSULTANT"
Trimark Associates, Inc.

By: _____
Mark Morosky, CEO/President

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

EXHIBIT B

RATE SCHEDULE

$30,546.50 annually

EXHIBIT A TO AMENDMENT NO. 6

AGREEMENT FOR CONSULTING SERVICES WITH TRIMARK ASSOCIATES, INC. DATED AUGUST 22, 2013

City of Industry

PROFESSIONAL SERVICES AGREEMENT

With

Trimark Associates, Inc.

Effective Date: August 22, 2013

4820-5727-4383 v3

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PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is effective as of August 22, 2013 ("Effective Date"), and is between the City of Industry, a California municipal corporation and charter city ("City") and Trimark Associates, Inc., a California corporation ("Consultant").

Section 1. Term of Agreement.

Subject to the provisions of Section 20 ("Termination of Agreement"), the term of this Agreement will be for a period commencing on the Effective Date and will terminate upon the completion of Consultant's services.

Section 2. Scope and Performance of Services.

2.1 Consultant agrees to perform the services set forth in Exhibit A ("Scope of Services"), which is made a part of this Agreement.

2.2 Consultant will furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculations, and all other means whatsoever, except as otherwise expressly specified in this Agreement, necessary to perform the services required of Consultant under this Agreement.

2.3 Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are listed in Exhibit B ("Key Personnel & Compensation"), which is made a part of this Agreement.

2.4 Consultant must make every reasonable effort to maintain the stability and continuity of Consultant's key personnel and subcontractors, if any, listed in Exhibit B to perform the services required under this Agreement. Consultant must notify City and obtain City's written approval with respect of any changes in key personnel prior to the performance of any services by replacement personnel.

2.5 Consultant must obtain City's prior written approval before utilizing any subcontractors to perform any services under this Agreement. This written approval must include the identity of the subcontractor and the terms of compensation.

2.6 Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant will at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described in this Agreement. In meeting its obligations under this Agreement, Consultant must employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

2.7 City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. Acceptance of any of Consultant's work by City will not constitute a waiver of any of the provisions of this Agreement.

2.8 The Consultant must maintain any work site in the City in a safe condition, free of hazards to persons and property resulting from its operations.

Section 3. Additional Services and Changes in Services.

3.1 Consultant will not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in the Scope of Services or otherwise required by this Agreement, unless such additional services are authorized in advance and in writing by City.

3.2 If Consultant believes that additional services are needed to complete the Scope of Services, Consultant will provide the City Manager with written notification describing the proposed additional services, the reasons for such services, and a detailed proposal regarding cost.

3.3 City may order changes to the Scope of Services, consisting of additions, deletions, or other revisions, and the compensation to be paid Consultant will be adjusted accordingly. All such changes must be authorized in writing, and executed by Consultant and City. The cost or credit to City resulting from changes in the services will be determined by the written agreement between the parties.

Section 4. Familiarity with Services and Site.

4.1 By executing this Agreement, Consultant warrants that Consultant:

(a) has thoroughly investigated and considered the Scope of Services to be performed;

(b) has carefully considered how the services should be performed;

(c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement; and

(d) possesses all licenses required under local, state or federal law to perform the services contemplated by this Agreement, and will maintain all required licenses during the performance of this Agreement.

4.2 If services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing its services. Should Consultant discover any latent or unknown conditions that may materially affect the performance of services, Consultant will immediately inform City of such fact and will not proceed except at Consultant's own risk until written instructions are received from City.

Section 5. Compensation and Payment.

5.1 Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in Exhibit B ("Key Personnel & Compensation"). The total compensation, including reimbursement for actual expenses, may not exceed the amount set forth in Exhibit B, unless additional compensation is approved in writing by City.

5.2 The use of subconsultants will not be considered a reimbursable expense, and such costs must be applied towards the approved budgeted amount.

5.3 Each month during the term of this Agreement, Consultant must furnish City with an original invoice for all services performed and expenses incurred during the preceding month in accordance with the fee schedule set forth in Exhibit B. The invoice must detail charges by the following categories: labor (by subcategory), reimbursable costs, subcontractor contracts and miscellaneous expenses. The invoice must list, as applicable, the hours worked and hourly rates for each personnel category, the tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, and the total cost of the services. If applicable, the invoice must also provide a budget summary including the total amounts previously invoiced and paid, the current invoice amount and the budget remaining.

5.4 City will review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with this Agreement. In the event that no charges or expenses are disputed, the invoice will be approved and paid. In the event any charges or expenses are disputed by City, the invoice will be returned by City to Consultant for correction and resubmission.

5.5 Except as to any charges for work performed or expenses incurred by Consultant that are disputed by City, City will cause Consultant to be paid within 30 days of receipt of Consultant's invoice.

5.6 Payment to Consultant for services performed under this Agreement may not be deemed to waive any defects in the services performed by Consultant, even if such defects were known to City at the time of payment.

5.7 City reserves the right to withhold future payment to Consultant if any aspect of the Consultant's work is found substantially inadequate.

Section 6. Required Documentation Prior to Performance.

6.1 Consultant may not perform any services under this Agreement until:

(a) Consultant furnishes proof of insurance as required under Exhibit C;

(b) Consultant provides City with a Taxpayer Identification Number;

(c) Consultant obtains a City business tax certificate and license, if applicable, and provides proof of compliance; and

(d) City gives Consultant a written notice to proceed.

6.2 The City will have no obligation to pay for any services rendered by Consultant in advance of receiving written authorization to proceed, and Consultant acknowledges that any such services are at Consultant's own risk.

Section 7. Time of Performance; Excusable Delays; Extensions.

7.1 Consultant must adhere to all schedules and deadlines set forth in this Agreement.

7.2 Consultant will not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of terrorism, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather.

7.3 If Consultant is delayed by any cause beyond Consultant's control, City may grant, but is not required to, a time extension for the completion of services. If delay occurs, Consultant must notify City within 48 hours, in writing, of the cause and the extent of the delay and how such delay interferes with Consultant's performance of services.

Section 8. Cooperation by City.

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the Scope of Services will be furnished to Consultant in every reasonable way to facilitate, without undue delay, the services to be performed under this Agreement.

Section 9. Project Documents.

9.1 All original computer programs, data, designs, drawings, files, maps, memoranda, models, notes, photographs, reports, studies, surveys and other documents (collectively, "Project Documents") prepared, developed or discovered by Consultant in the course of providing services under this Agreement will become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of Consultant. Consultant will take such steps as are necessary to perfect or protect the ownership interest of City in such Project Documents. Upon completion, expiration or termination of this Agreement or upon request by City, Consultant must turn over to City all such original Project Documents in its possession; provided, however, that Consultant may retain copies of Project Documents. City acknowledges and agrees that use of Consultant's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at City's own risk. If necessary, Consultant agrees to execute all appropriate documents to assign to City the copyright or intellectual property rights to the Project Documents created pursuant to this Agreement.

9.2 Except as necessary for the performance of services under this Agreement, no Project Documents prepared under this Agreement, will be released by Consultant to any other person or entity without City's prior written approval.

Section 10. **Confidential Information; Release of Information**.

10.1 All information gained or work product produced by Consultant in performance of this Agreement will be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant may not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

10.2 Consultant, its officers, employees, or agents, may not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the services performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

10.3 If Consultant, or any officer, employee, or agent of Consultant, provides any information or work product (including Project Documents) in violation of this Agreement, then City will have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

10.4 Consultant must promptly notify City should Consultant, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response.

10.5 All media and press releases, including graphic display information, must be approved and distributed solely by City, unless otherwise agreed to in writing by City. All media interviews regarding the performance of services under this Agreement are prohibited unless expressly authorized by City.

Section 11. **Consultant's Books and Records**.

11.1 Consultant must maintain all documents and records demonstrating or relating to Consultant's performance of services under this Agreement, including ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City under this Agreement. All financial documents or records must be maintained in accordance with generally accepted accounting principles and all other documents must be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant under this Agreement. All such documents or records must be maintained for at least three years following the final payment under this Agreement.

11.2 Any and all records or documents required to be maintained by this section must be made available for inspection, audit and copying, at any time during regular business hours, upon written request by City or its designated representative. Copies of such documents or records must be provided directly to City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records must be made available at Consultant's address indicated for receipt of notices in this Agreement.

11.3 Where City has reason to believe that any of the documents or records required to be maintained by this section may be lost or discarded due to dissolution or termination of Consultant's business, City may, by written request, require that custody of such documents or records be given to a person or entity mutually agreed upon and that such documents and records thereafter be maintained by such person or entity at Consultant's expense. Access to such documents and records must be granted to City, as well as to its successors-in-interest and authorized representatives.

Section 12. Status of Consultant.

12.1 Consultant is and will at all times remain a wholly independent contractor and not an officer or employee of City. Consultant has no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

12.2 The personnel performing the services under this Agreement on behalf of Consultant will at all times be under Consultant's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, will have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as provided in this Agreement. Consultant warrants that it will not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, or employees of City.

12.3 Neither Consultant, nor any of Consultant's officers, employees or agents, will obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim to any such rights or benefits.

Section 13. Compliance with Applicable Laws.

13.1 **In General.** Consultant must use the standard of care in its profession to keep itself informed of and comply with all federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement that apply to the services performed by Consultant.

13.2 **Professional Licenses and Approvals**. Consultant represents and warrants that it will, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals that are legally required for Consultant to practice its profession.

13.3 **Employment Laws**. Consultant warrants that it will comply with all applicable federal and state employment laws including those that relate to minimum hours and wages, occupational health and safety, and workers compensation insurance. Consultant further warrants that it is an equal opportunity employer and in performing services under this Agreement agrees to comply with all applicable federal and state laws governing equal opportunity employment, and further agrees that it will not discriminate in the employment of persons to perform services under this Agreement on the basis of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation of any such person, except as may be permitted by California Government Code section 12940.

Section 14. Unauthorized Aliens.

Consultant agrees to comply with all of the applicable provisions of the Federal Immigration and Nationality Act (8 U.S.C. § 1101 *et seq.*), as it may be amended, and further agrees not to employ unauthorized aliens as defined under the Act. Should Consultant employ any unauthorized aliens for the performance of any work or services covered by this Agreement, and should any liability or sanctions be imposed against City for the use of unauthorized aliens, Consultant agrees to reimburse City for the amount of all such liabilities or sanctions imposed, together with any and all related costs, including attorneys' fees, incurred by City.

Section 15. Conflicts of Interest.

15.1 Consultant covenants that neither Consultant, nor any officer, principal or employee of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that would in any way hinder Consultant's performance of services under this Agreement. Consultant's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 and following) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.), and California Government Code section 1090.

15.2 Consultant covenants that neither Consultant, nor any officer, principal or employee of its firm will make, participate in the making, or in any way attempt to use the position of Consultant to influence any decision of the City in which Consultant knows or has reason to know that Consultant, or any officer, principal or employee of Consultant has any of the financial interests listed in Government Code section 87103.

15.3 If Consultant discovers that it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant must promptly disclose the relationship to City and take such action as City may direct to remedy the conflict.

15.4 City understands and acknowledges that Consultant is, as of the Effective Date, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant represents that, except as otherwise disclosed to City, it is unaware of any stated position of City relative to these projects. Any future position of City on these projects will not be considered a conflict of interest for purposes of this section.

Section 16. Indemnification.

16.1 The parties agree that City should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance by Consultant of this Agreement. Accordingly, the provisions of this section are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and defend City as set forth in this section.

16.2 For the purposes of this section, "City" includes City's officers, officials, employees, agents and volunteers, and "Consultant" includes Consultant's officers, officials, employees, agents and subcontactors.

16.3 Consultant agrees to (1) immediately defend and (2) indemnify City from and against, any and all claims and liabilities, regardless of the nature or type, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant committed in performing any services under this Agreement or the failure to comply with any of the obligations of this Agreement (collectively, "Claims"). The Claims subject to Consultant's duties to defend and indemnify include, without limitation, all claims, actions, causes of action, proceedings, suits, losses, damages, penalties, fines, judgments, liens, levies, and associated investigation and administrative expenses. Such Claims also include defense costs, including reasonable attorneys' fees and disbursements, expert fees, court costs, and costs of alternative dispute resolution.

16.4 Consultant must notify City within five days of receipt of notice of any Claim made or legal action initiated that arises out of or pertains to Consultant's performance of services under this Agreement.

16.5 Consultant's duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant is obligated to defend City in all legal, equitable, administrative, or special proceedings, with counsel approved by City, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Consultant are responsible for the Claim does not relieve Consultant from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of any City indemnified party. If it is finally adjudicated or agreed by City that liability was caused by the comparative active negligence or willful misconduct of any City indemnified party, then Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established or agreed upon comparative liability of the City indemnified party.

16.6 Consultant agrees that its defense and indemnity obligation under this section, includes the reasonable costs of attorney fees incurred by City's City Attorney office to monitor and consult with Consultant regarding the defense of any Claim, including providing direction with regard to strategy, preparation of pleadings, settlement discussions, and attendance at court

hearings, mediations, or other litigation related appearances. City will use its best efforts to avoid duplicative attorney work or appearances in order to keep litigation costs to a reasonable minimum.

16.7 Consultant agrees that settlement of any Claim against City requires the consent of City. City agrees that its consent will not be unreasonably withheld provided that Consultant is financially able (based on demonstrated assets including insurance) to fulfill its obligation to indemnify City for the costs of any such settlement as required under this Agreement.

16.8 Consultant's obligation to indemnify City applies unless it is finally adjudicated or agreed by City that the liability was caused by the sole active negligence or sole willful misconduct of a City indemnified party. If a Claim is finally adjudicated and a determination made that liability was caused by the sole active negligence or sole willful misconduct of a City indemnified party or the City otherwise agrees to such a determination, then Consultant's indemnification obligation will be reduced in proportion to the established comparative liability.

16.9 The insurance required to be maintained by Consultant under this Agreement is intended to ensure Consultant's obligations under this section, but the limits of such insurance do not limit the liability of Consultant.

16.10 Notwithstanding any provision of this Agreement to the contrary, design professionals are required to defend and indemnify the City only to the extent permitted by Civil Code section 2782.8, which limits claims to those that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. The term "design professional," is defined in Section 2782.8, and includes licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors and the business entities that offer such services in accordance with the applicable provisions of the Business and Professions Code.

16.11 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required, Consultant will be fully responsible for all obligations under this section. City's failure to monitor compliance with this requirement imposes no additional obligations on City and will in no way act as a waiver of any rights under this Agreement.

16.12 In the event of any Claim made against City, City may, in its sole discretion, reserve, retain or apply any funds due to Consultant under this Agreement for the purpose of resolving such Claim.

16.13 The provisions of this section will survive the expiration or earlier termination of this Agreement.

Section 17. Insurance.

Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance coverages listed in Exhibit C ("Insurance"), which is made a part of this Agreement. All

insurance policies are subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager or City Attorney.

Section 18. Assignment.

The expertise and experience of Consultant are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant may not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of City, which may be withheld in the City's sole discretion. Any attempted assignment will be null and void, and will constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement.

Section 19. Default; Limitations on Liability.

19.1 In the event that Consultant is in default under the terms of this Agreement, City will have no obligation or duty to continue compensating Consultant for any services performed after City provides written notice to Consultant of such default.

19.2 Consultant agrees that no City official, officer, employee or agent will be personally liable to Consultant in the event of any default or breach of City, or for any amount which may become due to Consultant, or for any obligations directly or indirectly incurred under this Agreement.

19.3 City's liability under this Agreement is limited to payment of Consultant in accordance with the terms of this Agreement and excludes any liability whatsoever for consequential or indirect damages even if such damages are foreseeable.

Section 20. Termination of Agreement.

20.1 City may terminate this Agreement, with or without cause, at any time by written notice of termination to Consultant. In the event such notice is given, Consultant must cease immediately all work and services in progress.

20.2 Consultant may terminate this Agreement at any time upon 30 days prior written notice of termination to City.

20.3 Upon termination of this Agreement by either Consultant or City, all property belonging to City that is in Consultant's possession must be returned to City. Consultant must promptly deliver to City a final invoice for all outstanding services performed and expenses incurred by Consultant as of the date of termination. Compensation for work in progress not based on an hourly rate will be prorated based on the percentage of work completed as of the date of termination.

20.4 Consultant acknowledges City's rights to terminate this Agreement as provided in this section, and hereby waives any and all claims for damages that might otherwise arise from City's termination of this Agreement.

Section 21. Notices.

21.1 All written notices required or permitted to be given under this Agreement will be deemed made when received by the other party at its respective address as follows:

To City:

City of Industry
15625 East Stafford Street, Suite 100
City of Industry, CA 91744
Attention: Kevin Radecki

(Tel.) (626) 333-2211
(Fax) (626) 961-6795
(E-Mail) kradecki@cityofindustry.org

To Consultant:

Trimark Associates, Inc.
193 Blue Ravine Road
Folsom, CA 95630
Attention: Mark Morosky

(Tel.) (916) 357-5970
(Fax) (916) 357-5971
(E-mail) mmorosky@trimarkassoc.com

21.2 Notice will be deemed effective on the date personally delivered or electronically transmitted by facsimile. If the notice is mailed, notice will be deemed given three days after deposit of the same in the custody of the United States Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities.

21.3 Any party may change its notice information by giving notice to the other party in compliance with this section.

Section 22. General Provisions.

22.1 **Authority to Execute; Counterparts.** Each party represents and warrants that all necessary action has been taken by such party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder. This Agreement may be executed in several counterparts, each of which will constitute one and the same instrument and will become binding upon the parties when at least one copy has been signed by both parties.

22.2 **Entire Agreement.** This Agreement, including the attached Exhibits A through C, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed in this Agreement and supersedes all other agreements or understandings, whether oral or written, between Consultant and City prior to the execution of this Agreement.

22.3 **Binding Effect.** This Agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties.

22.4 **Modification of Agreement.** No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and by the City Council or City Manager, as applicable. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.

22.5 **Facsimile Signatures.** Amendments to this Agreement will be considered executed when the signature page of a party is delivered by electronic transmission. Such electronic signatures will have the same effect as an original signature.

22.6 **Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement will not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any services by Consultant will not constitute a waiver of any of the provisions of this Agreement.

22.7 **Interpretation.** This Agreement will be interpreted, construed and governed according to the laws of the State of California. Each party has had the opportunity to review this Agreement with legal counsel. The Agreement will be construed simply, as a whole, and in accordance with its fair meaning. It will not be interpreted strictly for or against either party.

22.8 **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement will not be affected and the Agreement will be read and construed without the invalid, void or unenforceable provision.

22.9 **Venue.** In the event of litigation between the parties, venue in will be exclusively in a state court in the County of Los Angeles.

[Signatures on the following page.]

THE UNDERSIGNED AUTHORIZED REPRESENTATIVES OF the parties hereby execute this Agreement as follows:

CITY OF INDUSTRY

Tim Spohn, Mayor

ATTEST:

Jodi Scrivens, City Clerk

APPROVED AS TO FORM:

Michele Vadon, City Attorney

CONSULTANT:

Trimark Associates, Inc., a California Corporation

By_____
Name: Dean F. Schoeder
Title: Chief Operating Officer

By_____
Name: Robert Hinchman
Title: Regional Director

EXHIBIT A

SCOPE OF SERVICES

[Attached]

EXHIBIT A

TRIMARK ASSOCIATES, INC.

DATA ACQUISITION SYSTEN (DAS), MET STATION, STANDARD RIG, AND REVENUE METER SERVICE AGREEMENT

This Service Agreement is for a Data Acquisition System (DAS), MET Station, Remote Intelligence Gateway (RIG), electric power Revenue Meters, and all related equipment between (CITY), with general offices located at 15625 Stafford St. City of Industry, CA 91744 and, Trimark Associates, Inc. whose principal offices are located at 193 Blue Ravine Road, Suite #120, Folsom, CA. 95630.

Scope of Work
For purposes of repairing failures and maintaining DAS, MET, RIG, and Revenue Meter Equipment including the TI-S, Historian, and PowerViewer application and any TRIMARK provided communications or interface devices (EQUIPMENT) on the premises of the CITY location identified in Appendix C, TRIMARK agrees to perform the following services (collectively, the "Services") in exchange for the consideration to be pain by CITY pursuant to Section 3 below as described in APPENDIX A.

a. Support for Failures (RIG):

- (CITY) representatives can request service and report problems during normal business hours by calling TRIMARK's help desk at 866-995-5970. Upon receipt of the request, TRIMARK will respond as noted below depending on the nature of the request. After normal business hours, (CITY) representatives should call one of the following TRIMARK team members to report the service request:
    1. Dean Schroeder (312) 576-2160
    2. Jae Kim (818) 825-0205
    3. Tom Finch (916) 337-5396

These individuals will select an appropriate TRIMARK technical staff member to follow up on the service request with (CITY) staff members.

- Provide remote network or dial-in support service to troubleshoot and make repairs of the RIG for any reported failures related to the RIG within four business hours
- Provide support service at the premises (if necessary) where the RIG resides within one business day following a reported failure related to the RIG - travel & "out of pocket" expenses may be charged as described in APPENDIX A,
- Maintain current configuration and documentation on the RIG including RIG database, configuration details and other RIG related software and/or application drivers,
- Provide one (1) Annual Emergency Site Visit (if required) without charge to repair or replace the failed RIG, including travel and expenses for TRIMARK staff to travel to and work at the effected site.

b. EQUIPMENT Maintenance and Monitoring

- Conduct a routine maintenance inspection and assessment of the installed EQUIPMENT
- Provide one (1) Annual Maintenance visit without charge, to clean the computer equipment perform backups and updates, and renew the RIG security certificate.
- Provide one (1) Annual Maintenance visit without charge to replace the meter battery (on two year cycle) and to conduct a meter registration test (yearly).
- Inspect for any corrosion, deterioration, or other pending circumstances that may lead to or make failure eminent.

- 24/hour 7day system status monitoring via TRIMARK's Spiceworks monitor.

c. Software Provision

- Provide and install remote access software for managing Equipment
- Provide annual upgrade of the T1-S, Historian, and Power Viewer software.
- Provide Operating System Security patches as they are available and tested.
- Maintain current configuration and documentation on EQUIPMENT including DAS, RIG and MET databases, configuration details for DAS, RIG , MET and Revenue Meters and other related software and / or application drivers
- Coordinate any RIG diagnostics or program changes with the RIG software provider and
- Manage access for authorized users and restrict access for unauthorized users.

COVERED SERVICE AGREEMENT SITES

SITE NAME	# of DAS or RIG's	# of MET stations/ Sensor	# Primary Meters	# of Back Up Meters	# of Aux Meters	Effective Date
City of Industry Metrolink PV DAS(DAS includes TI-S, Historian, and PowerViewer Software)	1	1/5	0	0	0	August 22, 2013
City of Industry Metrolink PV RIG	1	0	1	0	1	August 22, 2013

EXHIBIT B

KEY PERSONNEL & COMPENSATION

1. Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are: Dean Schoeder.

2. Total compensation under this Agreement, including reimbursement for actual expenses, may not exceed: $20,720.00.

FEE SCHEDULE

(See attached schedule)

KEY PERSONNEL:

Name	Title/Position	Rate (Per Hour)

SUBCONSULTANTS:

Name	Title/Position	Rate (Per Hour)

EXHIBIT B

TRIMARK ASSOCIATES, INC.

RIG SERVICE AGREEMENT/TIME AND MATERIALS COSTS

RIG SERVICE AGREEMENT / TIME AND MATERIALS COSTS Service	**Rate**
SERVICE AGREEMENT for DAS and MET Station (See Appendix C below)	$12,000/Year (Billed Monthly)
SERVICE AGREEMENT for RIG and Meters (See Appendix C below)	$8,720/ Year (Billed Monthly)
Total	$20,720 (Billed Monthly)
Travel Costs for additional services	Billed at actual cost
System Integration Engineer for additional services	$185 / Hour

EXHIBIT B

Trimark ASSOCIATES, INC.

Trimark Labor Rates June 2013 – May 2014

Area	*Classification*	*Hourly Rate*
Management and Consulting	Program Manager / Executive QA	$240
	Senior Management Consultant	$225
	Director of Engineering	$220
	Senior Project Manager	$195
	Associate Project Manager	$185
	System Integration Manager	$195
	Project Coordinator	$160
Engineering / Systems Integration	Senior Engineer	$195
	Electrical Engineer	$190
	Systems Integration Engineer	$185
	Communications Engineer	$170
	Communications Technician	$150
	Field Systems Specialist	$155
	CAD Manager	$140
	CAD Technician	$125
Electric Metering	Meter Engineer	$185
	Metering Supervisor / Superintendent	$175
	Certified CAISO Metering Inspector	$155
	Journey Meterman	$145
	Apprentice Meterman	$125
Meter Data Management	MDMA Manager	$185
	Senior Data Analyst	$175
	Data Acquisition Systems Specialist	$165
	Database Manager	$155
	Associate Data Analyst	$140
Electrical Contracting / Construction	Journey Electronics Technician	$185
	Electronics Technician	$155
	Journey Electrician	$135
	Apprentice Electrician	$115
	Administrative	$75
Expenses	Parts and Material	Cost +12%
	Out-of-Pocket. Expenses	Cost +12%
	Travel (Mileage)	$0.565 / Mile
	Travel labor Time (75% of Billing Rate)	
Overtime rates of (1.5 * normal rate) apply to work conducted outside core business hours of 8AM to 5PM. Sunday's and holiday's are double time		

EXHIBIT C

INSURANCE

A. **General Requirements**. Before commencing the performance of services under this Agreement, and at all other times this Agreement is effective, Consultant must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

Type of Insurance	Limits (combined single)
Commercial General Liability:	$1,000,000
Business Automobile Liability	$1,000,000
Professional Liability	$1,000,000
Workers Compensation	Statutory Requirement.

B. **Commercial General Liability Insurance**. Commercial general liability insurance must have coverage at least as broad as Insurance Services Office (ISO) CGL Form No. CG 00 01 . The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability for the policy coverage. The insurance must be on an "occurrence" not a "claims made" basis.

C. **Business Automobile Insurance**. Automobile insurance must have coverage at least as broad as ISO Business Auto Coverage Form CA 00 01 covering bodily injury and property damage, including coverage for any owned, hired, non-owned or rented vehicles. If Consultant or Consultant's employees will use personal autos in connection with the provision of services under this Agreement, Consultant will provide evidence of personal auto liability coverage for each such person.

D. **Professional Liability (Errors & Omissions) Insurance**. This coverage must be on a "claims made" basis, including coverage for contractual liability. The Professional Liability Insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. Insurance must be maintained and evidence of insurance must be provided for at least three years after completion of Consultant's services. If coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the Effective Date, Consultant must purchase extended period coverage for a minimum of three years after completion of services.

E. **Workers Compensation**. Consultant must have a State of California approved policy form providing the statutory benefits required by law with employer's liability limits of no less than $1,000,000 per accident for all covered losses, or Consultant must provide evidence of an approved self-insurance program. Consultant certifies that it is aware of the provisions of the California Labor Code, which require every employee to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the Labor Code. Consultant certifies that it will comply with such provisions before commencing performance of services under this Agreement and thereafter maintain such coverage as required by the Labor Code.

F. **Additional Insureds**. Each Commercial General Liability Insurance policy and Business Auto Insurance policy must provide that the City, its officials, officers, employees, agents and volunteers are "additional insureds" under the terms of the policy, and must provide that an act or omission of one the insureds will not reduce or avoid coverage to the other insureds.

G. **Deductibles and Self-Insured Retention**. Any deductibles or self-insured retentions applicable to the insurance policies required under this Agreement must be declared to and approved by City. In no event may any required insurance policy have a deductible, self-insured retention or other similar policy provision in excess of $50,000 without prior written approval by City in its sole discretion. At the option of City, either the insurer will reduce or eliminate such deductibles or self-insured retentions with respect to the City's additional insureds or Consultant will procure a bond guaranteeing payment of any losses, damages, expenses, costs or settlements up to the amount of such deductibles or self-insured retentions.

H. **Primary Insurance**. Each of the insurance policies maintained by Consultant under this Agreement must state that such insurance will be deemed "primary" so that any insurance that may be carried by City will be deemed excess to that of Consultant. This endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or current equivalent form acceptable to City.

I. **Certificates of Insurance and Endorsements; Notice of Termination or Changes to Policies**. Prior to commencing any services under this Agreement, Consultant must file with the City certificates of insurance and endorsements evidencing the existence of all insurance required by this Agreement, along with such other evidence of insurance or copies of policies as may reasonably be required by City. These certificates of insurance and endorsements must be in a form approved by the City Attorney. Consultant must maintain current certificates and endorsements on file with City during the term of this Agreement reflecting the existence of all required insurance. Each of the certificates must expressly provide that no termination or cancellation of the required coverage will be effective except upon 30 days' prior written notice to City. The delivery to City of any certificates of insurance or endorsements that do not comply with the requirements of this Agreement will not waive the City's right to require compliance. In the event that Consultant's policies are materially changed, Consultant must provide the City with at least 30 days' prior written notice of the applicable changes.

J. **Insurance Rating**. All insurance required to be maintained by Consultant under this Agreement must be issued by companies licensed by or admitted to conduct insurance business in the State of California by the California Department of Insurance and must have a rating of A or better and Class VII or better by the latest edition of A.M. Best's Key Rating Guide.

K. **Aggregate Limits**. The aggregate limits for each insurance policy required under this Agreement must apply separately and solely to the services performed under this Agreement. If the required policies do not have an endorsement providing that the aggregate limit applies separately to the services being performed, or if defense costs are included in the aggregate limit, then the required aggregate limits must be increased to an amount satisfactory to City.

L. **Excess or Umbrella Liability Insurance (Over Primary)**. If an excess or umbrella liability policy is used to meet limit requirements, the insurance must provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an excess or umbrella liability policy must include a "drop-down provision" providing primary coverage above a maximum $25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage must be provided on a "pay-on-behalf" basis, with defense costs payable in addition to policy limits. There may be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. Coverage must be applicable to City for injury to employees of Consultant, its subcontractors or others performing work to satisfy Consultant's obligations under this Agreement. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review, but in no event may be less than $4,000,000 per occurrence and aggregate.

M. **Waiver of Subrogation Rights**. Consultant and each insurer providing any insurance required by this Agreement must waive all rights of subrogation against City, its officials, officers, employees, agents and volunteers, and each insurer must issue a certificate to the City evidencing this waiver of subrogation rights.

N. **Subcontractor Insurance**. Should the Consultant subcontract out any of the work or services required under this Agreement, it must include all subcontractors as insured's under its policies or maintain separate certificates and endorsements for each subcontractor. As an alternative, the Contractor may require all subcontractors to provide at their own expense evidence of all the required coverages listed in this Exhibit C. If this option is exercised, both City and Consultant must be named as additional insured under the subcontractor's General Liability policy. All coverages for subcontractors will be subject to all the requirements of this Exhibit C. The City reserves the right to perform an insurance audit during the term of this Agreement to verify compliance with requirements.

O. **Failure to Maintain Required Insurance**. If Consultant, for any reason, fails to obtain and maintain the insurance required by this Agreement, City may obtain such coverage at Consultant's expense and deduct the cost of such insurance from payments due to Consultant under this Agreement or may terminate the Agreement.

P. **Effect of Coverage**. The existence of the required insurance coverage under this Agreement will not be deemed to satisfy or limit Consultant's indemnity obligations under this Agreement. Consultant acknowledges that the insurance coverage and policy limits set forth in this Agreement constitute the minimum coverage and policy limits required. Any insurance proceeds available to City in excess of the limits and coverage required by this Agreement, and which is applicable to a given loss, must be made available to City to compensate it for such losses.

Q. **Higher Limits of Insurance**. If Consultant maintains higher limits of insurance than the minimums shown above, City will be entitled to coverage for the higher limits maintained by Consultant.

R. **Evaluation and Revision of Coverage**. City retains the right to modify, delete, alter or change the insurance requirements set forth in this Exhibit C upon not less than 90 days prior written notice. If any such change results in a substantial additional cost to Consultant, the City and Consultant may renegotiate Consultant's compensation under this Agreement.

ITEM NO. 6.9

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

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

DATE: March 19, 2025

SUBJECT: Consideration of Amendment No. 1 to the Professional Services Agreement with Verdantas Inc., to provide on-call geotechnical engineering, extending the term through February 27, 2028, revising the Rate Schedule, and increasing compensation in the amount of $200,000.00

Background:

On January 27, 2022, the City Council approved a Professional Services Agreement ("Agreement") with Leighton Consulting, Inc. ("Leighton") to provide geotechnical services on future capital improvement projects. The Agreement was for three years in an amount not to exceed $500,000.00. Services include a wide array of geotechnical services, such as field investigations, analysis and reporting, observation and testing during construction, materials testing and special inspections, and geotechnical peer review.

Discussion:

The Agreement expired on January 13, 2025, and Staff recommends extending the term for another three years through February 27, 2028. Leighton was acquired by Verdantas Inc. ("Verdantas") in March of 2023, and effective May 30, 2024, Leighton Consulting's name was changed to Verdantas. The proposed amendment revises the contracting entity to reflect that Verdantas is the party responsible under the Agreement. Verdantas has provided reliable geotechnical services for the City and the Successor Agency for many years, working on a variety of projects. It is also necessary to revise the rate schedule to reflect their current rates, along with a companion increase in compensation of $200,000.00.

Fiscal Impact:

The fiscal impact is $200,000.00. In the adopted FY 24-25 General Fund Budget, $3,800,000.00 is approved for this work (Account No. 100-622-5900), however, specific project funds already

allocated in the approved CIP budget will be applied to the actual work and costs incurred.

Recommendation:

It is recommended that the City Council approve Amendment No. 1 to the Professional Services Agreement with Verdantas Inc.

Exhibits:

1. Amendment No. 1 to the Professional Services Agreement with Verdantas Inc., dated March 19, 2025

AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT WITH
VERDANTAS INC.

This Amendment No. 1 to the Professional Services Agreement ("Agreement") is made and entered into this 19th day of March, 2025, ("Effective Date") by and between the City of Industry ("City"), a municipal corporation, and Verdantas Inc., a California corporation ("Consultant"). City and Consultant are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, on or about January 27, 2022, the City Council approved a Professional Services Agreement ("Agreement") with Leighton Consulting, Inc., to provide on-call geotechnical engineering services; and

WHEREAS, in March 2023, Leighton Consulting, Inc. was acquired by Consultant. Effective May 30, 2024, Leighton Consulting, Inc. changed its name to Verdantas Inc.; and

WHEREAS, the Agreement expired on January 13, 2025, and in order to allow the Consultant to continue the services, it is necessary to extend term through February 27, 2028. It is also necessary to revise the rate schedule to reflect Consultant's current rates, and increase compensation by $200,000.00 for the extension; and

WHEREAS, for the reasons set forth herein, 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, a copy of which is attached hereto as Exhibit A, and incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided:

As of May 30, 2024 all instances of the term "Leighton Consulting, Inc." shall mean "Verdantas Inc.".

1. TERM

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

The Agreement shall commence on January 14, 2025, and shall remain and continue in effect until tasks described herein are completed, but in no event later than February 27, 2028 unless sooner terminated to the provisions of this Agreement.

4. PAYMENT

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

This amount shall not exceed Seven Hundred Thousand Dollars ($700,000.00) for the total Term of the Agreement unless additional payment is approved as provided in the Agreement.

EXHIBIT B, RATE SCHEDULE

The Rate Schedule is hereby rescinded in its entirety and replaced with rates set forth in Attachment I, attached hereto and incorporated herein by reference.

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

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

"CITY"
City of Industry

By: _____
Joshua Nelson, City Manager

"CONSULTANT"
Verdantas Inc.

By: _____
Jason Hertzberg, PE, GE, AVP, Department Leader

Attest:

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

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

ATTACHMENT 1
EXHIBIT B
RATE SCHEDULE

Leighton
a verdantas company

2025 PROFESSIONAL FEE SCHEDULE

LABOR RATES

CLASSIFICATION	$/HR
Technician I	95
Technician II / Special Inspector	104
Senior Technician / Senior Special Inspector	122
Prevailing Wage (field soils / materials tester) *	162
Prevailing Wage (Special Inspector) *	167
Prevailing Wage (On site Source Inspector, NDT and soil remediation O&M)*	171
System Operation & Maintenance (O&M) Specialist	158
Non Destructive Testing (NDT)	167
Deputy Inspector	122
Field / Laboratory Supervisor	165
Source Inspector	155
City of Los Angeles Deputy Building (including Grading) Inspector	167

* See Prevailing Wages in Terms and Conditions

CLASSIFICATION	$/HR
Project Administrator/Word Processor/Dispatcher	90
Information Specialist	130
CAD Operator	155
GIS Specialist	155
GIS Analyst	180
Staff Engineer / Geologist / Scientist	170
Senior Staff Engineer / Geologist / Scientist / ASMR	185
Operations / Laboratory Manager	205
Project Engineer / Geologist / Scientist	215
Senior Project Engineer / Geologist / Scientist / SMR	240
Associate	265
Principal	295
Senior Principal	350

GEOTECHNICAL LABORATORY TESTING

METHOD	$/TEST
CLASSIFICATION & INDEX PROPERTIES	
Photograph of sample	15
Moisture content (ASTM D2216)	25
Moisture & density (ASTM D2937) ring samples	37
Moisture & density (ASTM D2937) Shelby tube or cutting	45
Atterberg limits 3 points (ASTM D4318):	160
- Single point, non-plastic	90
- Atterberg limits (organic ASTM D2487 / D4318)	195
- Visual classification as non-plastic (ASTM D2488)	15
Particle size:	
- Sieve only 1½ inch to #200 (AASHTO T27/ASTM C136/ASTM D6913/CTM 202)	155
- Large sieve 6 inch to #200 (AASHTO T27/ASTM C136/ASTM D6913/CTM 202)	195
- Hydrometer only (ASTM D7928)	120
- Sieve + hydrometer ≤3 inch sieve, (ASTM D7928)	200
- Percent passing #200 sieve, wash only (ASTM D1140)	75
Specific gravity and absorption of fine aggregate (AASHTO T84/ASTM C128/ASTM D854/CTM 207)	140
Specific gravity and absorption of coarse aggregate (AASHTO T85/ASTM C127/CTM 206)	110
- Total porosity - on Shelby tube sample (calculated)	180
- Total porosity - on other sample (calculated)	165
Shrinkage limits wax method (ASTM D4943)	135
Pinhole dispersion (ASTM D4647)	225
Dispersive characteristics (double hydrometer ASTM D4221)	215
As-received moisture & density (chunk/carved samples)	65
Sand Equivalent (AASHTO T176/ASTM D2419/CTM 217)	115
SHEAR STRENGTH	
Pocket penetrometer	20
Direct shear (ASTM D3080, mod., 3 points):	
Consolidated undrained - 0.05 inch/min (CU)	320
Consolidated drained - <0.05 inch/min (CD)	385
Residual shear EM 1110-2-1906-IXA (price per each additional pass after shear)	55
Remolding or hand trimming of specimens (3 points)	95
Oriented or block hand trimming (per hour)	70
Single point shear	115
Torsional shear (ASTM D6467 / ASTM D7608)	880

METHOD	$/TEST
COMPACTION & PAVEMENT SUBGRADE TESTS	
Standard Proctor compaction, 4 points (ASTM D698)	
- 4 inch diameter mold (Methods A & B)	170
- 6 inch diameter mold (Method C)	230
Modified Proctor compaction 4 points (ASTM D1557):	
- 4 inch diameter mold Methods A & B	235
- 6 inch diameter mold Method C	265
Check point (per point)	70
Relative compaction of untreated/treated soils/aggregates (CTM 216)	270
Relative density 0.1 ft mold (ASTM D4253, D4254)	250
California Bearing Ratio (ASTM D1883)	
- 3 point	535
- 1 point	200
R-Value untreated soils/aggregates (AASHTO T190/ASTM D2844/CTM 301)	335
R-Value lime or cement treated soils/aggregates (AASHTO T190/ASTM D2844/CTM 301)	365
SOIL CHEMISTRY & CORROSIVITY	
pH Method A (ASTM D4972 or CTM 643)	50
Electrical resistivity – single point – as received moisture	50
Minimum resistivity 3 moisture content points (ASTM G187/CTM 643)	95
pH + minimum resistivity (CTM 643)	140
Sulfate content - gravimetric (CTM 417 B Part 2)	75
Sulfate content - by ion chromatograph (CTM 417 Part 2)	85
Sulfate screen (Hach®)	35
Chloride content (AASHTO T291/CTM 422)	75
Chloride content – by ion chromatograph (AASHTO T291/CTM 422)	85
Corrosion suite: minimum resistivity, sulfate, chloride, pH (CTM 643)	285
Organic matter content (ASTM D2974)	70
CONSOLIDATION & EXPANSION/SWELL TESTS	
Consolidation (ASTM D2435):	210
Each additional time curve	50
Each additional load/unload w/o time reading	45
Expansion Index (ASTM D4829)	140
Single load swell/collapse - Method B (ASTM D4546-B, seat, load & inundate only)	115
Swell collapse Method A up to 10 load/unloads w/o time curves (ASTM D4546-A)	310

METHOD	$/TEST
TRIAXIAL TESTS	
Unconfined compression strength of cohesive soil (with stress/strain plot, ASTM D2166)	145
Unconsolidated undrained triaxial compression test on cohesive soils (UU, ASTM D2850, USACE Q test, per confining stress)	185
Consolidated undrained triaxial compression test for cohesive soils, (CU, ASTM D4767, USACE R-bar test) with back pressure saturation & pore water pressure measurement (per confining stress)	400
Consolidated drained triaxial compression test (CD, USACE S), with volume change measurement. Price per soil type below EM 1110-2-1906(X):	
Sand or silty sand soils (per confining stress)	400
Silt or clayey sand soils (per confining stress)	535
Clay soils (per confining stress)	755
Three-stage triaxial (sand or silty sand soils)	700
Three-stage triaxial (silt or clayey sand soils)	935
Three-stage triaxial (clay soils)	1,320
Remolding of test specimens	70

METHOD	$/TEST
HYDRAULIC CONDUCTIVITY TESTS	
Triaxial permeability in flexible-wall permeameter with backpressure saturation at one effective stress (EPA 9100/ASTM D5084, falling head Method C):	335
Each additional effective stress	130
Hand trimming of soil samples for horizontal K	65
Remolding of test specimens	70
Permeability of granular soils (ASTM D2434)	145
Soil suction (filter paper method, ASTM D5298)	430
SOIL-CEMENT	
Moisture-density curve for soil-cement mixtures (ASTM D558)	260
Wet-dry durability of soil-cement mixtures (ASTM D559) [1]	1,290
Compressive strength of molded soil-cement cylinder (ASTM D1633)[1]	65
Soil-cement remolded specimen (for shear strength, consolidation, etc.) [1]	250

[1] Compaction (ASTM D558 maximum density) should also be performed – not included in above price

CONSTRUCTION MATERIALS LABORATORY TESTING

METHOD	$/TEST
CONCRETE STRENGTH CHARACTERISTICS	
Concrete cylinders compression (ASTM C39) (6" x 12" and 4" x 8")	40
Compression, concrete or masonry cores (testing only) ≤6 inch (ASTM C42)	45
Trimming concrete cores (per core)	25
Flexural strength of concrete (simple beam-3rd pt. loading, ASTM C78/CTM 523)	90
Flexural strength of concrete (simple beam-center pt. loading, ASTM C293/CTM 523)	90
Non shrink grout cubes (2 inch, ASTM C109/C1107)	30
Drying shrinkage - four readings, up to 90 days, 3 bars (ASTM C157)	430
Length of concrete cores (CTM 531)	45
HOT MIX ASPHALT (HMA)	
Resistance of compacted HMA to moisture-induced damage (AASHTO T283/CTM 371)	2,250
Hamburg Wheel, 4 briquettes (modified) (AASHTO T324)	965
Superpave gyratory compaction (AASHTO T312/ASTM D6925)	375
Extraction by ignition oven, percent asphalt (AASHTO T308/ASTM D6307/CTM 382)	160
Ignition oven correction/correlation values (AASHTO T308/ASTM D6307/CTM 382)	1,445
Extraction by centrifuge, percent asphalt (ASTM D2172)	160
Gradation of extracted aggregate (AASHTO T30/ASTM D5444/CTM 202)	145
Stabilometer, S-Value (ASTM D1560/CTM 366)	285
Bituminous mixture preparation (AASHTO R30/CTM 304)	85
Moisture content of HMA (AASHTO T329/ASTM D6037/CTM 370)	65
Bulk specific gravity of compacted HMA, molded specimen or cores, uncoated (AASHTO T166/ASTM D2726/CTM 308)	55
Bulk specific gravity of compacted HMA, molded specimen or cores, paraffin-coated (AASHTO T275/ASTM D1188/CTM 308)	60
Maximum density - Hveem (CTM 308)	215
Theoretical maximum density and specific gravity of HMA (AASHTO T209/ ASTM D2041/CTM 309)	140
Thickness or height of compacted bituminous paving mixture specimens (ASTM D3549)	45
Wet track abrasion of slurry seal (ASTM D3910)	160
Rubberized asphalt (add to above rates)	+25%
BRICK	
Compression - cost for each, 5 required (ASTM C67)	55
Absorption - cost for each, 5 required (ASTM C67)	55

METHOD	$/TEST
AGGREGATE PROPERTIES	
Bulk density and voids in aggregates (AASHTO T19/ASTM C29/ CTM 212)	55
Organic impurities in fine aggregate sand (AASHTO T21/ASTM C40/CTM 213)	65
LA Rattler-smaller coarse aggregate <1.5" (AASHTO T96/ASTM C131/ CTM 211)	215
LA Rattler-larger coarse aggregate 1-3" (AASHTO T96/ASTM C535/CTM 211)	270
Apparent specific gravity of fine aggregate (AASHTO T84/ASTM C128/ CTM 208)	140
Specific gravity and absorption of coarse aggregate (ASTM C127/CTM 206) >#4 retained	110
Clay lumps, friable particles (AASHTO T112/ASTM C142)	190
Durability Index (AASHTO T210/ASTM D3744/CTM 229)	215
Moisture content of aggregates by oven drying (AASHTO T255/ASTM C566/CTM 226)	45
Uncompacted void content of fine aggregate (AASHTO T304/ ASTM C1252/ CTM 234)	140
Percent of crushed particles (AASHTO T335/ASTM D5821/CTM 205)	145
Flat & elongated particles in coarse aggregate (ASTM D4791/CTM 235)	230
Cleanness value of coarse aggregate (CTM 227)	225
Soundness, magnesium (AASHTO T104/ASTM C88/CTM 214)	240
Soundness, sodium (AASHTO T104/ASTM C88/CTM 214)	695
MASONRY	
Mortar cylinders 2" x 4" (ASTM C780)	35
Grout prisms 3" x 6" (ASTM C1019)	35
Masonry cores compression, ≤6" diameter - testing only (ASTM C42)	45
Masonry core shear testing (Title 24)	85
Veneer bond strength, cost for each - 5 required (ASTM C482)	60
CMU compression to size 8" x 8" x 16" - 3 required (ASTM C140)	60
CMU moisture content, absorption & unit weight - 6 required (ASTM C140)	55
CMU linear drying shrinkage (ASTM C426)	190
CMU grouted prisms compression test ≤8" x 8" x 16" (ASTM C1314)	215
CMU grouted prisms compression test > 8" x 8" x 16"(ASTM C1314)	270
BEARING PADS/PLATES AND JOINT SEAL	
Elastomeric bearing pads (Caltrans SS 51-3)	1,060
Elastomeric bearing pad with hardness and compression tests (Caltrans SS 51-3)	1,315
Type A Joint Seals (Caltrans SS 51-2)	1,735
Type B Joint Seals (Caltrans SS 51-2)	1,640
Bearing plates (A536)	770

METHOD	$/TEST
REINFORCING STEEL AND PRESTRESSING STRANDS	
Rebar tensile test, ≤ up to No. 11 (ASTM A370)	70
Rebar tensile test, ≥ No. 14 & over (ASTM A370)	215
Rebar bend test, up to No. 11 (ASTM A370)	70
Rebar bend test, ≥ No. 14 & over (ASTM A370)	215
Resistance butt-welded hoops/bars, tensile test, ≤ up to No. 10 (CTM 670)	70
Resistance butt-welded hoops/bars, tensile test, ≥ No. 11 & over (CTM 670)	90
Mechanical rebar splice, tensile test, ≤ up to No. 11 (CTM 670)	70
Mechanical rebar splice, slip test, ≤ up to No. 11 (CTM 670)	45
Mechanical rebar splice, tensile test, ≥ No. 14 & over (CTM 670)	215
Mechanical rebar splice, slip test, ≥ No. 14 & over (CTM 670)	215
Headed rebar splice, tensile test, ≤ up to No. 11 (CTM 670)	70
Headed rebar splice, tensile test, ≥ No. 14 & over (CTM 670)	215
Epoxy coated rebar/dowel film thickness (coating) test (ASTM A775/A934)	50
Epoxy coated rebar/dowel continuity (Holiday) test (ASTM A775/A934)	70
Epoxy coated rebar flexibility/bend test, up to No. 11 (ASTM A775/A934)	50
Prestressing wire, tension (ASTM A416)	190
Sample preparation (cutting)	55

METHOD	$/TEST
STREET LIGHTS/SIGNALS	
LED Luminaires / Signal Modules / Countdown Pedestrian Signal Face Modules (Caltrans RSS 86)	1,390
SPRAY APPLIED FIREPROOFING	
Unit weight (density, ASTM E605)	65
FASTENERS / BOLTS / RODS	
F3125 GR A307, A325 Bolts, tensile test, ≤ up to 1-1/4" diameter, plain (ASTM A370)	70
F3125 GR A307, A325 Bolts, tensile test, ≤ up to 1-1/4" diameter, galvanized (ASTM A370)	80
A490 Bolts, tensile test, ≤ up to 1-1/4" diameter, plain (ASTM A370)	70
A490 Bolts, tensile test, ≤ up to 1-1/4" diameter, galvanized (ASTM A370)	80
A593 Bolts, tensile test, ≤ up to 1-1/4" diameter, stainless steel (ASTM A370)	70
F1554 Bolts, tensile test, ≤ up to 1-1/4" diameter, plain (ASTM A370)	110
F1554 Bolts, tensile test, ≤ up to 1-1/4" diameter, galvanized (ASTM A370)	130
SAMPLE TRANSPORT	
Pick-up & delivery (weekdays, per trip, <50 mile radius from Leighton office)	110

EQUIPMENT LIST

ITEM	$UNIT
1/4 inch Grab plates	5 each
1/4 inch Tubing (bonded)	0.60 foot
1/4 inch Tubing (single)	0.40 foot
3/8 inch Tubing, clear vinyl	0.60 foot
4-Gas meter (RKI Eagle or similar)/GEM 2000	140 day
Air flow meter and purge pump (200 cc/min)	55 day
Box of 24 soil drive-sample rings	130 box
Brass sample tubes	11 each
Caution tape (1000-foot roll)	22 each
Combination lock or padlock	15 each
Compressed air tank and regulator	55 day
Concrete coring machine (≤6-inch-dia)	160 day
Consumables (gloves, rope, soap, tape, etc.)	40 day
Core sample boxes	30 each
Crack monitor Two-Dimensional	30 each
Crack monitor Thee-Dimensional	40 each
Cutoff saws, reciprocating, electric (Sawzall®)	80 day
D-Meter Walking Floor Profiler	110 day
Disposable bailers	25 each
Disposable bladders	20 each
Dissolved oxygen meter	50 day
DOT 55-gallon containment drum with lid	85 drum
Double-ring infiltrometer	135 day
Dual-stage interface probe	85 day
Dynamic Cone Penetrometer	430 day
Generator, portable gasoline fueled, 3,500 watts	90 day
Global Positioning System/Laser Range Finder	80 day
Hand auger set	90 day
HDPE safety fence (≤100 feet)	40 roll
Horiba U-51 water quality meter	135 day
Light tower (towable vertical mast)	150 day
Magnehelic gauge	15 day
Manometer	25 day
Mileage (will adjust with IRS published rate)	0.67 mile

ITEM	$ UNIT
Moisture test kit (excludes labor to perform test, ASTM E1907)	65 test
Nuclear moisture and density gauge	88 day
Electrical moisture and density gauge	88 Day
Pachometer	50 day
Particulate Monitor	135 day
pH/Conductivity/Temperature meter	60 day
Photo-Ionization Detector (PID)	130 day
Pump, Typhoon 2 or 4 stage	55 day
QED bladder pump w/QED control box	175 day
Quire fee – Phase I only	250 each
Resistivity field meter and pins	200 day
Slip / threaded cap, 2-inch or 4-inch diameter, PVC Schedule 40	20 each
Slope inclinometer	250 day
Soil sampling T-handle (Encore)	10 day
Soil sampling tripod	40 day
Speedy (R) moisture tester	10 day
Stainless steel bailer	60 day
Submersible pump with controller	180 day
Submersible pump/transfer pump, 10-25 gpm	65 day
Support service truck usage (well installation, etc.)	250 day
Survey/fence stakes	10 each
Tedlar® bags	25 each
Traffic cones (≤25)/barricades (single lane)	55 day
Turbidity meter	80 day
Tyvek® suit (each)	25 each
Vapor sampling box	65 day
Vehicle usage (carrying equipment)	20 hour
VelociCalc	40 day
Visqueen (20 x 100 feet)	130 roll
Water level indicator (electronic well sounder) <300 feet deep well	100 day
ZIPLEVEL®	40 day

Other specialized geotechnical and environmental testing and monitoring equipment are available, and priced per site

TERMS AND CONDITIONS

- **Expiration:** This fee schedule is effective through December 31, 2025 after which non-prevailing wage rates for remaining or additional services will increase by 4% on January 1st of each year.
- **Prevailing Wages:** Our fees for prevailing wage work are based upon California prevailing wage laws and wage determinations. Unless specifically indicated in our proposal, costs for apprentice are not included. If we are required to have an apprentice on your project, additional fees will be charged. Prevailing wage rates will increase by $8 on July 1st of each year.
- **Overtime:** Standard overtime rate is per California Labor Law and is billed at 1.5 or 2 times their hourly billing rate. Overtime rate for non-exempt field personnel working on a Leighton observed holiday is billed at 2 times their hourly billing rate. Overtime rate for Prevailing wage work is per the California Department of Industrial Relations (DIR) determination and is multiplied at 1.5 to 2 times their hourly billing rate for overtime and double-time, respectively.
- **Expert Witness Time:** Expert witness deposition and testimony will be charged at 2 times hourly rates listed on the previous pages, with a minimum charge of four hours per day.
- **Minimum Field Hourly Charges:** For Field Technicians, Special Inspectors or any on-site (field) materials testing services:

  4 hours: 4-hour minimum charge up to the first four hours of work.

  8 hours: 8-hour minimum charge for over four hours of work, up to eight hours.

  Project time accrued includes portal to portal travel time.

- **Earth Material Samples:** Quoted testing unit rates are for soil and/or rock (earth) samples free of hazardous materials. Additional costs will accrue beyond these standard testing unit rates for handling, testing and/or disposing of soil and/or rock containing hazardous materials. Hazardous materials will be returned to the site or the site owner's designated representative at additional cost not included in listed unit rates. Standard turn-around time for geotechnical-laboratory test results is 10 working days. Samples will be stored for 2 months following completion of assigned tests, after which they will be discarded. Prior documented notification is required if samples need to be stored for a longer time. A monthly storage fee of $15 per bag and $6 per sleeve or tube will be applied. Quoted unit rates are only for earth materials sampled in California. There may be additional cost for handling imported samples.
- **Construction Material Samples:** After all designated breaks for a given sample set meet specified compressive at design age or other client-designated strength, all "hold" cylinders or specimens will be automatically disposed of, unless specified in writing prior to the 28-day break. Unless specifically requested otherwise, all other construction materials will be disposed of after completion of testing and reporting.

EXHIBIT A TO AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT WITH VERDANTAS, INC. DATED MARCH 19, 2025

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of January 27, 2022 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Leighton Consulting, Inc., a California corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than January 13, 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 geotechnical engineering services, serving a municipal agency.

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

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

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

3. MANAGEMENT

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

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Five Hundred Thousand Dollars ($500,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

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

5. LABOR CODE AND PREVAILING WAGES

(a) Consultant represents and warrants that it is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $15,000.00 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and any location where the Services are performed. Consultant shall indemnify, defend and hold harmless, the City, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Consultant's or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant, failure or alleged failure to comply with Prevailing Wage Laws.

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

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

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

(e) If the Services are being performed as part of an applicable Public Works or Maintenance project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the

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

6. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

7. OWNERSHIP OF DOCUMENTS

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

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

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

8. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity other than for professional liability

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

(c) Duty to defend.

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

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

9. INSURANCE

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

10. INDEPENDENT CONSULTANT

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

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

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

11. LEGAL RESPONSIBILITIES

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

12. UNDUE INFLUENCE

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

13. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

15. NOTICES

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

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

To City:	City of Industry 15625 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:	Leighton Consulting, Inc. 10532 Acacia Street, Suite B-6 Rancho Cucamonga, CA 91730 Attention: Steven G. Okubo, Sr. Project Geologist

16. ASSIGNMENT

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

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

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

17. GOVERNING LAW/ATTORNEYS' FEES

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

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

18. ENTIRE AGREEMENT

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

19. SEVERABILITY

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

20. COUNTERPARTS

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

21. CAPTIONS

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

22. WAIVER

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

23. REMEDIES

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

24. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

"CITY"
City of Industry

By: _____
Joshua Nelson, City Manager

"CONSULTANT"
Leighton Consulting, Inc.

By: _____ 1/20/2022
Steven G. Okubo, Sr. Project Geologist
THOMAS C. BENSON, JR., PRESIDENT/CEO

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

Approved as to form:

By: _____
for 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 geotechnical engineering services at the direction of City Staff on various Capital Improvement Projects throughout the City:

GEOTECHNICAL DESIGN-PHASE SERVICES

Geotechnical Field Investigations

- Research and review of available geologic documents and geotechnical reportsfor a project area
- Historical aerial photograph review
- Site reconnaissance and utility clearance
- Field Exploration: Methods include including hollow-stem auger drilling, Cone Penetrometer Test (CPT) soundings, air- and mud-rotary drilling, rock coring, Becker hammer testing, pressure meter testing, vane shear testing, continuous core drilling, downhole logging of bucket auger holes, sonic drilling, surface and down-hole geophysical surveys, test pits, and installation of field instrumentation
- Geotechnical Laboratory Testing: In-house laboratories certified by Caltrans, AASHTO, DSA, and Army Corps of Engineers
- Geotechnical Engineering Analysis and Reporting:
  - Dam/Reservoir Design
  - Levee Design
  - Seepage Analysis
  - Excavation Stability
  - Dam/Reservoir Safety
  - Surface Water Issues
  - Fault Studies
  - Geophysics
  - Engineering Geology
  - Foundation Engineering
  - Shallow and Deep Foundation Bearing and Settlement Analyses
  - Retaining & Buried Structures
  - Groundwater Issues

- Hydrogeology
- Soil/Ground Improvement
- Pavement Engineering
- Infiltration Evaluation
- Liquefaction and Dynamic Settlement Analyses
- Seismic Design Parameters
- Static and Dynamic Slope and Embankment Stability Analyses
- Earthwork Recommendations and Shrinkage/ Bulking Estimates
- Corrosive Soil Evaluation and Concrete Mix Design Assistance
- Preparation of a report to present collected data, findings and geotechnical recommendations for design and construction

Geotechnical Peer Review

- Standard codes and regulations such as those contained in the California Building Code or the Green Book
- Associated governing agencies such as Caltrans
- The City's goals, values, and interests for the review process both generally and on a project-specific basis
- Relevant project-specific design objectives and interests of the applicant and its consultant

Geotechnical Observation and Testing During Construction

- Attendance at pre-construction and progress meetings
- Review of project plans and specifications for conformance with our recommendations
- Field observation, documentation, and testing of fill placement by a qualified soil field technician for grading operations of the site grading performed in general accordance with the recommendations of the plans and specifications, the project soil engineering report, and typical earthwork practices
- Geotechnical laboratory testing of representative soils and aggregate base materials
- Evaluation of potential import materials
- Preparation of field reports documenting daily earthwork and construction activities observed for your field representative's review
- Project oversight by our field operations manager and project manager
- Engineering support and evaluation of site conditions as required

Construction Materials Testing and Special Inspection

- Provide a full range of material testing and special inspection services by field technician and special inspectors certified by Caltrans, American Concrete Institute (ACI), International Code of Council (ICC), American Welding Society, and American Society for Non-Destructive Testing (ASNT), including:
- Applicable tests for asphalt concrete (AC, HMA) and Portland cement concrete (PCC)
- Test and inspect steel reinforcement (rebar) for size, grade, clearances and placement; Consultant shall also check splices or welds for conformance to specifications
- Masonry inspection with certified masonry inspectors for continuous inspection oflay-up through grouting
- Inspect structural steel fabrication plants (both local and out-of-town) for welding procedures and welding tests; and on-site erection, welding and bolting; and Consultant shall routinely perform visual inspection and non-destructive testing when needed
- Inspection of shear walls/ diaphragms, hold-downs, and glued-laminated beam fabrication
- Review construction contractor submittals including mix designs
- Materials Laboratory Testing: In-house laboratories assessed and certified by Caltrans, AASHTO resource (formerly AMRL), Cement and Concrete Reference Laboratory (CCRL), Division of the State Architects (DSA), U.S. Army Corps of Engineers, City of Los Angeles Department of Building and Safety (LADBS)

Consultation and Entitlement Document Preparation

- Consultant shall attend meetings with interested stakeholders, regulatory oversight agencies, City Council and other City Departments to discuss project priorities and evaluate conditions so that the most cost-effective project can be formulated remaining sensitive to all stakeholders, and in the City's best interest
- Our team is experienced with all types of report writing and Los Angeles County, California and Federal permit processes. Consultant will write the report as needed.
- Consultant shall assist with identification, constraint and mitigation of geologic and geotechnical hazards
- Provide initial remedial earthwork concepts and estimates, geotechnical aspects of construction and plan development, and any other geotechnical, geoenvironmental and/or materials testing aspects of City's project and/or master plan

EXHIBIT B

RATE SCHEDULE

RATE SCHEDULE

CLASSIFICATION	$/HR
Prevailing Wage (field soils / materials tester)	125
Prevailing Wage (Special Inspector)	131
Prevailing Wage (Source Inspector, NDT and soil remediation O&M)	135
System Operation & Maintenance (O&M) Specialist	126
Non Destructive Testing (NDT)	135
Field / Laboratory Supervisor	131
City of Los Angeles Deputy Building (including Grading) Inspector	140

CLASSIFICATION	$/HR
Project Administrator/Word Processor/Dispatcher	72
Information Specialist	99
CAD Operator	113
GIS Specialist	126
GIS Analyst	149
Staff Engineer / Geologist / Scientist	135
Senior Staff Engineer / Geologist / Scientist / ASMR	144
Operations / Laboratory Manager	162
Project Engineer / Geologist / Scientist	162
Senior Project Engineer / Geologist / Scientist / SMR	180
Associate	198
Principal	200
Senior Principal	200

GEOTECHNICAL LABORATORY TESTING

METHOD	$/TEST
CLASSIFICATION & INDEX PROPERTIES	
Photograph of sample	10
Moisture content (ASTM D2216)	20
Moisture & density (ASTM D2937) ring samples	30
Moisture & density (ASTM D2937) Shelby tube or cutting	40
Atterberg limits (ASTM D4318) 3 points:	150
- Single point, non-plastic	85
- Atterberg limits (organic ASTM D2487 / D4318)	180
- Visual classification as non-plastic (ASTM D2488)	10
Particle size:	
- Sieve only 1½ inch to #200, (AASHTO T27/ASTM C136/ASTM D6913/CTM 202)	135
- Large sieve 6 inch to #200 (AASHTO T27/ASTM C136/ASTM D6913/CTM 202)	175
- Hydrometer only (ASTM D422)	110
- Sieve + hydrometer (≤3 inch sieve, ASTM D422)	185
- Percent passing #200 sieve, wash only (ASTM D1140)	70
Specific gravity and absorption of fine aggregate (AASHTO T84/ASTM C128/ASTM D854/CTM 207)	125
Specific gravity and absorption of coarse aggregate (AASHTO T85/ASTM C127/CTM 206)	100
- Total porosity - on Shelby tube sample (calculated from density & specific gravity)	165
- Total porosity - on other sample	155
Shrinkage limits (wax method, ASTM D4943)	126
Pinhole dispersion (ASTM D4647)	210
Dispersive characteristics (double hydrometer ASTM D4221)	90
As-received moisture & density (chunk/carved samples)	60
Sand Equivalent (AASHTO T176/ASTM D2419/CTM 217)	105
COMPACTION & PAVEMENT SUBGRADE TESTS	
Standard Proctor compaction, (ASTM D698) 4 points:	
- 4 inch diameter mold (Methods A & B)	160
- 6 inch diameter mold (Method C)	215
Modified Proctor compaction (ASTM D1557) 4 points:	
- 4 inch diameter mold (Methods A & B)	220
- 6 inch diameter mold (Method C)	245
Check point (per point)	65
Relative compaction of untreated/treated soils/aggregates (CTM 216)	250
Relative density (0.1 ft mold, ASTM D4253, D4254)	235

METHOD	$/TEST
California Bearing Ratio (CBR, ASTM D1883):	
- 3 point	500
- 1 point	185
R-Value (AASHTO T190/ASTM D2844/CTM 301) untreated soils/aggregates	310
R-Value (AASHTO T190/ASTM D2844/CTM 301) lime or cement treated soils/aggregates	340
SOIL CHEMISTRY & CORROSIVITY	
pH Method A (ASTM D4972 or CTM 643)	45
Electrical resistivity – single point – as received moisture	45
Minimum resistivity 3 moisture content points (ASTM G187/CTM 643)	90
pH + minimum resistivity (CTM 643)	130
Sulfate content - gravimetric (CTM 417 B Part II)	70
Sulfate screen (Hach®)	30
Chloride content (AASHTO T291/CTM 422)	70
Corrosion suite: minimum resistivity, sulfate, chloride, pH (CTM 643)	245
Organic matter content (ASTM D2974)	65
SHEAR STRENGTH	
Pocket penetrometer	15
Direct shear (ASTM D3080, mod., 3 points):	
- Consolidated undrained - 0.05 inch/min (CU)	285
- Consolidated drained - <0.05 inch/min (CD)	345
- Residual shear EM 1110-2-1906-IXA	50
(price per each additional pass after shear)	
Remolding or hand trimming of specimens (3 points)	90
Oriented or block hand trimming (per hour)	65
Single point shear	105
Torsional shear (ASTM D6467 / ASTM D7608)	820
CONSOLIDATION & EXPANSION/SWELL TESTS	
Consolidation (ASTM D2435):	195
- Each additional time curve	45
- Each additional load/unload w/o time reading	40
Expansion Index (EI, ASTM D4829)	130
Swell/collapse – Method A (ASTM D4546-A, up to 10 load/unloads w/o time curves)	290
Single load swell/collapse - Method B (ASTM D4546-B, seat, load & inundate only)	105

METHOD	$/TEST
TRIAXIAL TESTS	
Unconfined compression strength of cohesive soil (with stress/strain plot, ASTM D2166)	135
Unconsolidated undrained triaxial compression test on cohesive soils (USACE Q test, ASTM D2850, per confining stress)	170
Consolidated undrained triaxial compression test for cohesive soils, (ASTM D4767, CU, USACE R-bar test) with back pressure saturation & pore water pressure measurement (per confining stress)	375
Consolidated drained triaxial compression test (CD, USACE S test), with volume change measurement. Price per soil type below EM 1110-2-1906(X):	
- Sand or silty sand soils (per confining stress)	375
- Silt or clayey sand soils (per confining stress)	500
- Clay soils (per confining stress)	705
- Three-stage triaxial (sand or silty sand soils)	655
- Three-stage triaxial (silt or clayey sand soils)	875
- Three-stage triaxial (clay soils)	1,235
Remolding of test specimens	65

METHOD	$/TEST
HYDRAULIC CONDUCTIVITY TESTS	
Triaxial permeability in flexible-wall permeameter with backpressure saturation at one effective stress (EPA 9100/ASTM D5084, falling head Method C):	310
- Each additional effective stress	120
- Hand trimming of soil samples for horizontal K	60
Remolding of test specimens	65
Permeability of granular soils (ASTM D2434)	135
Soil suction (filter paper method, ASTM D5298)	400
SOIL-CEMENT	
Moisture-density curve for soil-cement mixtures (ASTM D558)	240
Wet-dry durability of soil-cement mixtures (ASTM D559) [1]	1,205
Compressive strength of molded soil-cement cylinder (ASTM D1633)[1]	60
Soil-cement remolded specimen (for shear strength, consolidation, etc.) [1]	235

[1] Compaction (ASTM D558 maximum density) should also be performed – not included in above price

CONSTRUCTION MATERIALS LABORATORY TESTING

METHOD	$/TEST
CONCRETE STRENGTH CHARACTERISTICS	
Concrete cylinders compression (ASTM C39) (6"x 12")	25
Concrete cylinders compression (ASTM C39) (4"x 8")	22
Compression, concrete or masonry cores (testing only) ≤6 inch (ASTM C42)	40
Trimming concrete cores (per core)	20
Flexural strength of concrete (simple beam-3rd pt loading, ASTM C78/CTM 523)	85
Flexural strength of concrete (simple beam-center pt loading, ASTM C293/CTM 523)	85
Non shrink grout cubes (2 inch, ASTM C109/C1107)	25
Drying shrinkage - four readings, up to 90 days, 3 bars (ASTM C157)	400
Length of drilled concrete cores (CTM 531)	40
HOT MIX ASPHALT (HMA)	
Resistance of compacted HMA to moisture-induced damage (AASHTO T283/CTM 371)	2,100
Hamburg Wheel, 4 briquettes (modified) (AASHTO T324)	900
Superpave gyratory compaction (AASHTO T312/ASTM D6925)	350
Extraction by ignition oven, percent asphalt (AASHTO T308/ASTM D6307/CTM 382)	150
Ignition oven correction/correlation values (AASHTO T308/ASTM D6307/CTM 382)	1,350
Extraction by centrifuge, percent asphalt (ASTM D2172)	150
Gradation of extracted aggregate (AASHTO T30/ASTM D5444/CTM 202)	135
Stabilometer, S-Value (ASTM D1560/CTM 366)	265
Bituminous mixture preparation (AASHTO R30/CTM 304)	80
Moisture content of HMA (AASHTO T329/ASTM D6037/CTM 370)	60
Bulk specific gravity of compacted HMA, molded specimen or cores, uncoated (AASHTO T166/ASTM D2726/CTM 308)	50
Bulk specific gravity of compacted HMA, molded specimen or cores, paraffin-coated (AASHTO T275/ASTM D1188/CTM 308)	55
Maximum density - Hveem (CTM 308)	200
Theoretical maximum density and specific gravity of HMA (AASHTO T209/ASTM D2041/CTM 309)	130
Thickness or height of compacted bituminous paving mixture specimens (ASTM D3549)	40
Rubberized asphalt (add to above rates)	+ 25%

METHOD	$/TEST
AGGREGATE PROPERTIES	
Bulk density and voids in aggregates (AASHTO T19/ASTM C29/CTM 212)	50
Organic impurities in fine aggregate sand (AASHTO T21/ASTMC40/CTM 213)	60
LA Rattler-smaller coarse aggregate <1.5" (AASHTO T96/ASTM C131/ CTM 211)	200
LA Rattler-larger coarse aggregate 1-3" (AASHTOT96/ASTM C535/CTM 211)	250
Apparent specific gravity of fine aggregate (AASHTO T84/ASTM C128/ CTM 208)	130
Clay lumps, friable particles (AASHTOT112/ASTM C142)	175
Durability Index (AASHTO T210/ASTM D3744/CTM 229)	200
Moisture content of aggregates by oven drying (AASHTO T255/ ASTM C566/CTM 226)	40
Uncompacted void content of fine aggregate (AASHTO T304/ ASTM C1252/ CTM 234)	130
Percent of crushed particles (AASHTO T335/ASTM D5821/CTM 205)	135
Flat & elongated particles in coarse aggregate (ASTM D4791/CTM 235)	215
Cleanness value of coarse aggregate (CTM 227)	210
Soundness, magnesium (AASHTO T104/ASTM C88/CTM 214)	225
Soundness, sodium (AASHTO T104/ASTM C88/CTM 214)	650
MASONRY	
Mortar cylinders (2" by 4", ASTM C780)	25
Grout prisms (3" by 6", ASTM C1019)	25
Masonry cores compression, ≤6" diameter (testing only, ASTM C42)	40
CMU compression to size 8" x 8" x 16" (3 required, ASTM C140)	45
CMU moisture content, absorption & unit weight (5 required, ASTM C140)	40
CMU linear drying shrinkage (ASTM C426)	175
CMU grouted prisms (compression test ≤8" x 8" x 16", ASTM C1314)	180
CMU grouted prisms (compression test > 8" x 8" x 16", ASTM C1314)	250
Masonry core-shear, Title 24 (test only)	70
BRICK	
Compression (cost for each, 5 required, ASTM C67)	40

METHOD	$/TEST
REINFORCING STEEL	
Rebar tensile test up to ≤ No. 10 bars (ASTM A370)	45
Rebar tensile test > No. 10 bars ≤ No. 17, (ASTM A370)	100
Rebar bend test, up to ≤ No. 10 bars (ASTM A370)	45
Rebar bend test > No. 10 bars ≤ No. 17, (ASTM A370)	150
Epoxy coated rebar/dowel film thickness (coating) test (ASTM A775)	45
Epoxy coated rebar/dowel continuity (Holiday) test (ASTM A775)	65
Epoxy coated rebar flexibility/bend test, up to No. 11 (ASTM A775)	45
Tensile strength, ≤100,000 pounds axial load (ASTM A370)	45
Prestressing wire, tension (ASTM A416)	150
Sample preparation (cutting)	50
Resistance Butt-Welded Hoops/Bars, up to No. 10 (CTM 670)	180
Post-Tensioned Bars (ASTM A772)	420

METHOD	$/TEST
SPRAY APPLIED FIREPROOFING	
Unit weight (density, ASTM E605)	60
BEARING PADS/PLATES AND JOINT SEAL	
Elastomeric Bearing Pads (Caltrans SS 51-3)	990
Elastomeric Bearing Pad with Hardness and Compression Tests (Caltrans SS 51-3)	1230
Type A Joint Seals (Caltrans SS 51-2)	1620
Type B Joint Seals (Caltrans SS 51-2)	1530
Bearing Plates (A536)	720
STREET LIGHTS/SIGNALS	
100W HPS Lighting (Caltrans RSS 86)	1296
SAMPLE TRANSPORT	**$/TRIP**
Pick-up & delivery (weekdays, per trip, <50 mile radius from Leighton office)	90

EQUIPMENT, SUPPLIES & MATERIALS

	$/UNIT	
1/4 inch Grab plates	5	each
1/4 inch Tubing (bonded)	0.55	foot
1/4 inch Tubing (single)	0.35	foot
3/8 inch Tubing, clear vinyl	0.55	foot
4-Gas meter (RKI Eagle or similar)/GEM 2000	130	day
Air flow meter and purge pump (200 cc/min)	50	day
Box of 24 soil drive-sample rings	120	box
Brass sample tubes	10	each
Caution tape (1000-foot roll)	20	each
Combination lock or padlock	11	each
Compressed air tank and regulator	50	day
Concrete coring machine (≤6-inch-dia)	150	day
Consumables (gloves, rope, soap, tape, etc.)	35	day
Core sample boxes	11	each
Crack monitor	25	each
Cutoff saws, reciprocating, electric (Sawzall®)	75	day
Disposable bailers	12	each
Disposable bladders	10	each
Dissolved oxygen meter	45	day
DOT 55-gallon containment drum with lid	65	each
Double-ring infiltrometer	125	day
Dual-stage interface probe	80	day
Dynamic Cone Penetrometer	400	day
Generator, portable gasoline fueled, 3,500 watts	90	day
Global Positioning System/Laser Range Finder	80	day
Hand auger set	90	day
HDPE safety fence (≤100 feet)	40	roll
Horiba U-51 water quality meter	135	day
Light tower (towable vertical mast)	150	day
Magnehelic gauge	15	day

	$/UNIT	
Manometer	25	day
Mileage (IRS Allowable)	0.545	mile
Moisture test kit (excludes labor to perform test, ASTM E1907)	60	test
Nuclear moisture and density gauge	88	day
Pachometer	25	day
Particulate Monitor	125	day
pH/Conductivity/Temperature meter	55	day
Photo-Ionization Detector (PID)	120	day
Pump, Typhoon 2 or 4 stage	50	day
QED bladder pump w/QED control box	160	day
Resistivity field meter & pins	50	day
Slip / threaded cap, 2-inch or 4-inch diameter, PVC Schedule 40	15	each
Slope inclinometer	200	day
Soil sampling T-handle (Encore)	10	day
Soil sampling tripod	35	day
Stainless steel bailer	40	day
Submersible pump, 10 gpm, high powered Grunfos 2-inch with controller	160	day
Submersible pump/transfer pump, 10-25 gpm	50	day
Support service truck usage (well installation, etc.)	200	day
Survey/fence stakes	8	each
Tedlar® bags	18	each
Traffic cones (≤25)/barricades (single lane)	50	day
Turbidity meter	70	day
Tyvek® suit (each)	18	each
Vapor sampling box	55	day
Vehicle usage (carrying equipment)	20	hour
VelociCalc	35	day
Visqueen (20 x 100 feet)	100	roll
Water level indicator (electronic well sounder) <300 feet deep well	60	day
ZIPLEVEL®	15	day

- **Expiration:** This fee schedule is effective through December 31, 2024. However, hourly staff/personnel rates are subject to 4% annual increase on January 1, 2023 and January 1, 2024.
- **Overtime:** Standard overtime rate is per California Labor Law and is billed at 1.5 or 2 times their hourly billing rate. Overtime rate for non-exempt field personnel working on a Leighton observed holiday is billed at 2 times their hourly billing rate. Overtime rate for Prevailing wage work is per the California Department of Industrial Relations (DIR) determination and is multiplied at 1.5 to 2 times their hourly billing rate.

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, and prior to commencement of the Services, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000.00 per occurrence, $2,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000.00 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

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

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

Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant, or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

City's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

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

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

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

ITEM NO. 6.10

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Mathew Hudson, Engineering Manager
Sean Calvillo, Director of Operations

DATE: March 19, 2025

SUBJECT: Consideration of Amendment No. 1 to the Maintenance Services Agreement with Sage Environmental, LLC., for grazing services at Tonner Canyon, extending the term through February 28, 2027, and increasing compensation by $370,500.00 (MP 00-20)

Background:

The County of Los Angeles Fire Department ("LACFD") designates the 3200 acres at Tonner Canyon as a very high fire hazard severity zone. Additionally, portions of the area are sensitive ecological areas ("SEA"). One effective way to reduce fire hazards is to suppress the non-native plans and grasses, and this has been accomplished through the use of goat grazing.

Sage Environmental has provided around 200 goats for fuel reduction services at Tonner Canyon and coordinated with the City and LACFD on the acceptable level of reduction throughout. Sage Environmental manages the goats, herdsmen, transportation, supplemental feeding, and related health maintenance for the goats. All operations adhere to the California Department of Food and Agriculture's best practices including an animal care plan prepared annually, and the federal Migratory Bird Treaty Act and Endangered Species Act. Grazing within the SEAs is overseen by a qualified biologist, as listed on the County of Los Angeles SEA biologist list. On February 23, 2023, the City Council approved a Maintenance Services Agreement ("Agreement") with Sage to provide grazing services at Tonner Canyon in the amount of $468,000.00, through February 23, 2025.

Discussion:

Sage Environmental has been providing these fuel reduction services through the use of goats, and the contract expired on February 23, 2025. Staff recommends extending the contract through February 28, 2027, for the continued services at Tonner Canyon, and a companion increase in compensation of $370,500.00 for the extension.

Fiscal Impact:

The fiscal impact is $370,500.00 over two years with the remaining $97,500.00 on the contract, or about $19,500.00 per month. In the adopted Fiscal Year 2024-2025 budget, $560,000.00 is approved for property maintenance and there is sufficient budget for the remainder of the fiscal year (Account No. 100-628-8510, MP 00-20).

Recommendation:

Staff recommends the City Council approve Amendment No. 1 to the Maintenance Services Agreement with Sage Environmental.

Exhibits:

1. Amendment No. 1 Maintenance Services Agreement with Sage Environmental, LLC., dated March 19, 2025

AMENDMENT NO. 1
TO MAINTENANCE SERVICES AGREEMENT WITH
SAGE ENVIRONMENTAL GROUP

This Amendment No. 1 to the Professional Services Agreement ("Agreement") is made and entered into this 19th day of March, 2025, ("Effective Date") by and between the City of Industry ("City"), a municipal corporation, and Sage Environmental Group, a California Limited Liability Company ("Consultant"). City and Consultant are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, on or about February 23, 2023, the City Council approved a Maintenance Services Agreement ("Agreement") with Consultant to provide grazing services at Tonner Canyon, in an amount of $468,000.00; and

WHEREAS, the Agreement expired on February 23, 2025, and in order to allow the Consultant to continue the services, it is necessary to extend term through February 28, 2027. Additionally, a companion increase in compensation of $370,500.00 is included for the extension; and

WHEREAS, for the reasons set forth herein, 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, a copy of which is attached hereto as Exhibit A, and incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided:

1. TERM

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

This Agreement shall commence on February 24, 2025, and shall remain and continue in effect until tasks described herein are completed, but in no event later than February 28, 2027, unless sooner terminated pursuant to the provisions of this Agreement.

4. PAYMENT

The second sentence of Section 4. Payment, is hereby revised to read in its entirety as follows:

This amount shall not exceed Eight Hundred Thirty Eight Thousand Five Hundred Dollars ($838,500.00), for the total Term of the Agreement, unless additional payment is approved as provided in this Agreement.

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

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

"CITY"
City of Industry

By: _____
Joshua Nelson, City Manager

"CONSULTANT"
Sage Environmental Group

By: _____
Alissa Cope, President

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

EXHIBIT A TO AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT WITH SAGE ENVIRONMENTAL GROUP DATED FEBRUARY 23, 2023

CITY OF INDUSTRY

MAINTENANCE SERVICES AGREEMENT

This MAINTENANCE SERVICES AGREEMENT ("Agreement"), is made and effective as of February 23, 2023 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Sage Environmental Group LLC, a California limited liability company ("Contractor"). The City and Contractor are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than February 23, 2025, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

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

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

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

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

3. MANAGEMENT

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

4. PAYMENT

(a) The City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Four Hundred Sixty Eight Thousand dollars ($468,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

5. LABOR CODE AND PREVAILING WAGES

(a) Contractor represents and warrants that it is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $15,000.00 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and any location where the Services are performed. Contractor shall indemnify, defend and hold harmless, the City, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Contractor's or by any individual or agency for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor, failure or alleged failure to comply with Prevailing Wage Laws.

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

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

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

(e) If the Services are being performed as part of an applicable Public Works or Maintenance project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Agreement and require the same of any subcontractors, as applicable. The Services set forth in this Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements.

6. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

7. OWNERSHIP OF DOCUMENTS

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

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

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

8. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity other than for professional liability

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

(c) Duty to defend.

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

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

determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

9. INSURANCE

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

10. INDEPENDENT CONTRACTOR

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

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

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

11. LEGAL RESPONSIBILITIES

The Contractor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply

with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this Section.

12. UNDUE INFLUENCE

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

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

15. NOTICES

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

To City:	City of Industry 15625 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 Contractor:	Sage Environmental Group LLC 24040 Camino del Avion, Suite A77 Monarch Beach, CA 92629

16. ASSIGNMENT

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

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

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

17. GOVERNING LAW/ATTORNEYS' FEES

The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement

shall take place in the municipal, superior, or federal district court in Los Angeles County, California. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to the Services provided by Contractor under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and Contractors, as well as costs on appeal, in addition to any other relief to which it may be entitled.

18. ENTIRE AGREEMENT

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

19. SEVERABILITY

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

20. COUNTERPARTS

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

21. CAPTIONS

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

22. WAIVER

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

23. REMEDIES

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

24. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

"CITY"
City of Industry

By:_____
Joshua Nelson, City Manager

"CONTRACTOR"
Sage Environmental Group LLC

By:_____
Alissa Cope, Principal

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

Contractor will provide the following grazing services at Tonner Canyon:

Contractor will furnish all of the labor, supplies, materials, and equipment, necessary or proper to perform and complete the services. Contractor maintains the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner.

- Contractor will provide approximately 100 to 200 goats for fuel reduction services on a portion of the City Property indicated on the attached map ("Project Area"). Contractor will verify the specific number of goats utilized with the City's supervisor for this project. The number of goats utilized for this project may be increased or decreased at the reasonable discretion of City and Contractor.

- Contractor will use the goats to reduce fuels in the Project Area to levels as directed by City and the Los Angeles County Fire Department, and the goats will be grazed in an area only for so long as necessary to accomplish the required vegetation reduction to mitigate fire hazard. The Parties estimate that Contractor's services will be required for approximately 30 days for each grazing subarea.

- Contractor will provide all herding animals, herdsmen, transportation, supplemental feeding, and related health maintenance and protection requirements for the goats, including the use of a portable electrified fence to limit the grazing area to the Project Area and prevent the goats from trespassing on adjacent private property. A herdsmen will be on duty at the City Property during active grazing operations for the period in which the goats are present on City Property. In addition to the herdsmen, Contractor will provide City with an emergency number where Contractor or another responsible person can be reached at all times.

- City will deliver water to a point on the City Property agreed to by the Parties in sufficient quantity for use by Contractor's goats at no cost to Contractor.

- To ensure that the goats do not bring weed seeds into any of the Project Areas, Contractor must:

    1. Confine the goats to a facility prior to their introduction to the City Property for a period of not less than 3 days to clear their digestive system of undesirable plant species.

2. Provide hay or other supplemental feed that does not contain any exotic weed species as determined by the County of Los Angeles Department of Agricultural Commissioner/Weights and Measures.

This requirement may be waived at the discretion of City if Contractor can provide documentation, or a field inspection of the goats being grazed within a reasonable distance of the Project Area.

Contractor acknowledges that the Project Area may contain predatory animals such as mountain lions, bobcats and coyotes and agrees to assume all risk to Contractor's livestock and employees or agents arising from any injury or damage that may be caused by such predators.

Animal Husbandry

- All operations shall be carried out in accordance with the California Department of Food and Agriculture best practices. https://wwwcdfa.ca.gov/AHFSS/anaimalhealth /sheep Goat health.html;

- An Animal Care Plan is required to be prepared, approved, and implemented that will include:

  a. Veterinarian overseeing herd, and guardian/herding dog health;

  b. Documentation of current annual vaccines for all guardian/herding dogs;

  c. Documentation of current annual, semi-annual, and quarterly herd treatments including deworming. Proof of purchase receipts to be submitted with monthly invoicing; and,

  d. Documentation of herd nutrition and feed program, including freshwater, supplemental feed and minerals. Proof of purchase receipts to be submitted with monthly invoicing.

- No work shall commence until such a plan is approved by City annually.

Grazing Management Methodology

- Grazing locations and schedule to be defined collectively with City Staff, Contractor, and LA County Fire Department annually.

- Grazing within sensitive habitat will be overseen by a qualified biologist listed on the County of Los Angeles SEA Biologist List. Sensitive habitat area map to be provided by City.

- Grazing will comply with all current applicable local, state, and federal regulations and requirements, including the federal Migratory Bird Treaty Act and Endangered Species Act and California Fish and Game Code, Sections 2050 (threatened and endangered species), 3503 (bird nests and eggs), 3503.5 (birds of prey) and 3513, (migratory birds), and 5650 (water pollution).

- Contractor shall provide a grazing management methodology which shall be submitted to and approved by the City monthly during the contract period. No new grazing work shall commence until such a plan is approved by City for each new grazing area.

- The grazing management methodology plan shall include, but not limited to:

  a. Number of goats that shall be assigned to the Project Area.
  b. Approved acreage to be grazed.
  c. Type and number of guardian animals to be stationed with the herd.
  d. Detailed plan for the mobilization and demobilization process.
  e. Grazing duration to ensure no overgrazing.
  f. Detailed plan of goat containment/fencing around the working area to keep all livestock within the approved grazing area and away from sensitive habitat.
  g. The plan for watering of livestock, care and treatment of livestock and guardian animals.
  h. Overnight confinement plan for goats and guardian animals.
  i. The plan for removal of any toxic/noxious plant or debris that cannot be removed through the grazing process.
  j. Identification and protection of trees and all woody vegetation. In particular, Contractor will protect trees 4 inches or greater in diameter at breast height from bark stripping or girdling damage by using tarps, portable fencing, or other means. This shall be at the sole expense of Contractor.
  k. Identification and protection of native tree saplings, and patches native forbes and grasses by using portable fencing, or other means. This shall be at the sole expense of Contractor.

Over Grazing Damage/Erosion Management

a. Contractor will exercise all appropriate erosion prevention measures including avoiding soil erosion problems caused by overstocking or overgrazing, such as exposing base soil excessively in grassland areas and other open areas causing excessive powdering of soil.

b. Enough vegetation shall be allowed to remain to prevent soil erosion. In the event an area is overstocked, and bare ground is visible in areas over 50 percent in the area used, Contractor will be responsible for erosion control treatment that may include installing wattle, covering bare ground with straw,

hydroseeding or other methods approved by the City at Contractor's sole expense.

c. Contractor shall exercise all appropriate erosion prevention measures when using slope areas, roadways, and V-ditches which, by physical nature, provide for greatest potential runoff, which can contribute to erosion.

Equipment

a. Ensure that all Contractor vehicles and equipment used in performing work in conjunction with this project are mechanically and operationally sound; have well-maintained exteriors & clean.

b. All Contractor trucks shall be of one color with Contractor name or logo identified. All vehicles shall contain a workable flashing yellow light (or lights) that shall be used while working on roadways, and fire roads.

Project Area

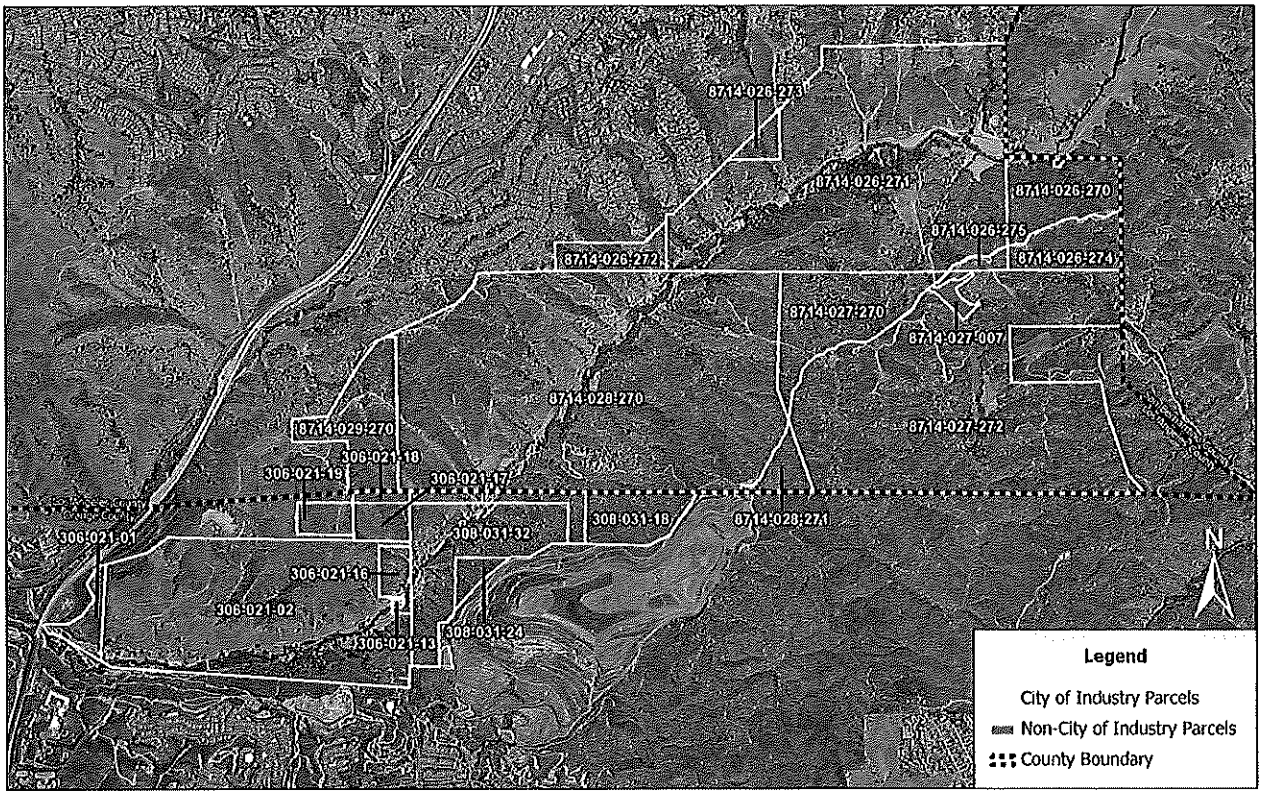

EXHIBIT B

RATE SCHEDULE

- Monthly Rate $19,500.00

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of City, and prior to commencement of the Services, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to Agency.

General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000.00 per occurrence, $2,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000.00 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Contractor shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

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

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

Proof of insurance. Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise

from or in connection with the performance of the Services hereunder by Contractor, his agents, representatives, employees or subcontractors.

Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor, or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subContractors.

Enforcement of contract provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the Agency nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Contractor agrees to ensure that its subcontractors, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with Contractors, subcontractors, and others engaged in the project will be submitted to City for review.

City's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

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

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

Additional insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

CITY OF INDUSTRY

MAINTENANCE SERVICES AGREEMENT

This MAINTENANCE SERVICES AGREEMENT ("Agreement"), is made and effective as of February 23, 2023 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Sage Environmental Group LLC, a California limited liability company ("Contractor"). The City and Contractor are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than February 23, 2025, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

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

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

ITEM NO. 6.11

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

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

DATE: March 19, 2025

SUBJECT: Consideration of Amendment No. 3 to the Professional Services Agreement with Transportation & Energy Solutions, Inc. for On-Call Traffic Engineering Services, extending the term through March 28, 2028, revising the rate schedule, and increasing compensation by $250,000.00

Background:

Through the Request for Qualifications ("RFQ") process, the City created an on-call traffic engineering consultant bench in 2016. As part of this RFQ, Transportation & Energy Solutions, Inc. ("TES") was selected as one of the consultants to provide on-call traffic engineering services. On April 14, 2016, the City signed a Professional Services Agreement with TES to provide traffic engineering consulting services, as needed, throughout the City, in the amount of $250,000.

On March 28, 2019, the City Council approved Amendment No. 1 to the Agreement, which extended the term through March 28, 2022. On September 23, 2021, the City Council approved Amendment No. 2 to the Agreement, extending the term though March 28, 2025, increasing compensation by $250,000.00, revising the indemnity provisions, and revising the address for the City.

Discussion:

TES has been providing on-call traffic engineering consulting services, including reviewing and revising traffic control, traffic signals, signing and striping plans, and writing traffic study reports for various projects. Staff recommends continuing on-call traffic engineering consulting services with TES and therefore Amendment No. 3 is necessary to extend the term through March 28, 2028, revise the rate schedule to reflect their current rates, with a corresponding increase in compensation of $250,000.00.

Fiscal Impact:

The fiscal impact is $250,000.00 over three years. In the adopted FY 24-25 General Fund Budget, $125,000.00 is approved for this work (Account No. 100-623-5900), however, specific project funds already allocated in the approved CIP budget will be applied to the actual work and costs incurred.

Recommendation:

Staff recommends the City Council approve Amendment No. 3 to the Professional Services Agreement with TES.

Exhibits:

1. Amendment No. 3 to the Professional Services Agreement with Transportation & Energy Solutions, Inc. dated March 19, 2025

AMENDMENT NO. 3
TO THE PROFESSIONAL SERVICES AGREEMENT WITH TRANSPORTATION & ENERGY SOLUTIONS, INC.

This Amendment No. 3 to the Professional Services Agreement ("Agreement"), is made and entered into this 19th day of March, 2025, by and between the City of Industry, a California municipal corporation ("City") and Transportation & Energy Solutions, Inc., a California Sub-S Corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, on or about April 14, 2016, the Agreement was entered into and executed between the Parties to provide on-call traffic engineering services; and

WHEREAS, on or about March 2019, Amendment No. 1 was approved extending the term of the Agreement through March 28, 2022; and

WHEREAS, on or about September 2021, Amendment No. 2 was approved extending the term though March 28, 2025, increasing compensation by $250,000.00, revising the indemnity provisions, and revising the address for the City; and

WHEREAS, the Parties desire to amend the Agreement to extend the term through March 28, 2028, revise the rate schedule to reflect Contractor's current rates to continue providing traffic engineering services, with a companion increase in compensation of $250,000.00 and

WHEREAS, for the reasons set forth herein, the Parties desire to enter into this Amendment No. 3, as set forth below.

AMENDMENT

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

1. TERM

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

This Agreement shall commence on the Effective Date, and shall remain and continue in full effect until tasks described herein are completed, but in no event later than March 28, 2028, unless sooner terminated pursuant to the provisions of this Agreement.

4. PAYMENT

Second sentence in Section 4 (a) is to be revised as follows:

This amount shall not exceed Seven Hundred Fifty Thousand Dollars ($750,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

EXHIBIT B, RATE SCHEDULE

The Rate Schedule is hereby rescinded in its entirety and replaced with rates set forth in Attachment 2, attached hereto and incorporated herein by reference.

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

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

"CITY"
City of Industry

By: _____
Joshua Nelson, City Manager

"CONSULTANT"
Transportation & Energy Solutions, Inc.

By: _____
Nathaniel Behura, President

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

ATTACHMENT 2

EXHIBIT B

RATE SCHEDULE

PERSONNEL CATEGORY	HOURLY RATES		
	2025	**2026**	**2027**
Principal Transportation Engineer	$210	$220	$230
Senior Traffic Engineer	$210	$220	$230
Resident Engineer/Constr. Review	$210	$220	$230
Senior Bicycle Specialist	$200	$215	$225
Senior Ops. Specialist	$185	$200	$210
Senior Design Engineer	$185	$200	$210
Transportation Engineer	$160	$170	$180
Senior CAD Technician	$145	$155	$165
Senior Inspector	$160	$170	$180
Inspector	$140	$150	$160
Technician/Support Staff	$110	$115	$120

Rates include base salary, fringe benefits, overhead, profit, and indirect expenses. Direct expenses such as shipping, outside plotting/printing, traffic counts, and sub-consultants, if any, will be subject to a 10% mark-up. Mileage will be charged at Federal/IRS rate. Categories and rates for new staff will be as negotiated, should the need arise.

EXHIBIT A TO AMENDMENT NO. 3

AGREEMENT FOR CONSULTING SERVICES WITH TRANSPORTATION & ENERGY SOLUTIONS, INC. DATED APRIL 14, 2016

[Attached]

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of April 14, 2016 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Transportation & Energy Solutions, Inc., a California Sub-S corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than April 14, 2019, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

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

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

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

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

3. MANAGEMENT

(a) City's City Manager or his designee 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.

(b) Prior to beginning work under the "on-call" agreement, the consultant shall submit a detailed scope of work and budget for each assigned task for accounting purposes. Approval of each assigned task shall be granted by the City prior to proceeding with specific work task.

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Two

Hundred and Fifty Thousand Dollars ($250,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

5. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

6. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to review such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts or copies therefrom as necessary; and shall

allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

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

7. INDEMNIFICATION

(a) Indemnity for professional liability

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs that arise out of, pertain to, or relate to 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. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant may submit a claim to the City for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the indemnified party.

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

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

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

10. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the

performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

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

To City:	City of Industry 15625 E. Stafford, Suite 100 City of Industry, CA 91744 Attention: City Manager
With a Copy To:	James M. Casso, City Attorney Casso & Sparks, LLP 13200 Crossroads Parkway North, Suite 345 City of Industry, CA 91746
To Consultant:	Transportation & Energy Solutions, Inc. 5475 Brentwood Place Yorba Linda, CA 92887 Attn: Nathaniel Behura, President

15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

17. ENTIRE AGREEMENT

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

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

"CITY"
City of Industry

By: _____
Paul Philips, City Manager

"CONSULTANT"
Transportation & Energy Solutions, Inc.

By _____
Nathaniel Behura, President

Attest:

By _____
Cecelia Dunlap, Deputy City Clerk

Approved as to form:

By: _____
James M. Casso, City Attorney

Attachments:

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

EXHIBIT A

SCOPE OF SERVICES

The Consultant shall provide all aspects of design services, including developing and completing plans, specifications, estimates and reports, for traffic engineering services for the construction of various improvements, which include, but is not limited to:

- Signal Timing
- Warrant Investigations for signals and turn lanes
- Safety Studies
- Traffic Data Collection
- Traffic studies
- Traffic Signal improvements
- Signing and Striping
- Street lighting

Services to be provided include:

- Preparation of Plans, Specifications, and Engineer's Estimates, in accordance with the City's policies and the Standard Specifications for Public Works Construction, as amended by the "Gray book" (Additions and amendments to the Standard Specifications for Public Works Construction) and all other applicable governing agencies for each specific project
- Third party review of plans, specifications and cost estimates
- Review of traffic engineering related submittals during construction
- Review of temporary traffic control plans
- Traffic counts and traffic demand analysis
- Accident analysis
- Speed survey analysis

Other Related Engineering Services:

- Develop plans and specifications necessary for the orderly implementation and construction of multiple phases of construction work
- Minimize construction claims prevention as part of design
- Implement and execute an extensive Quality Assurance/Quality Control program and correct overlooked material
- Assist the City in developing bid and contract documents, for public works bidding
- Attend meetings with the design team, as needed
- Attend pre-bid conference

- Attend pre-construction conference
- Participate in team building sessions with the City, contractor, and other consultants
- Utilize electronic information control system for use by the design consultant, City staff, and stakeholders
- Coordinate and assist the City in obtaining pertinent permits
- Develop construction schedules
- Coordinate or attend meetings with other City Departments or outside agencies, as deemed necessary
- Assist the City in responding to City Council and public inquires or concerns regarding the design
- Prepare quantity calculations
- Assist the City with interpreting contract documents and assist the City in resolving disputes or uncertainties
- Prepare quantity calculations
- Review, track, process, shop drawings, submittals, RFIs, RFCs, RFQs, etc. as needed by the City
- Recommend final approvals to the City
- Prepare all documentation for storage
- Scan, digitize, and organize all digital media related documents as deemed by the Engineer
- All developed material shall be the property of the City including electronic data compiled

EXHIBIT B

RATE SCHEDULE

Rates will apply for all work performed from April 14, 2016 to April 14, 2019.

Principal Transportation Engineer Nathaniel Behura, MS, MBA Glen Pedersen, P.E.	$155/hour
Senior Transportation Engineer James Harris, T.S.O.S.	$150/hour
Senior Bicycle/Ped Facilities Planner Charles Gandy	$165/hour
Senior Design Specialist Maurice Cruz	$110/hour
Transportation Engineer II	$110/hour
Senior Administrative Personnel	$95/hour
Transportation Engineer I Jacob Vu Jose Soria	$95/hour
Technician	$75/hour
Senior Field Operations Specialist Joe Provenza	$150/hour
Senior Traffic Operations Engineer/Synchro Can Doan, P.E.	$150/hour
Resident Engineer/QA-QC David Nelson, P.E.	$150/hour
Senior Field Inspector	$115/hour
Field Inspector	$105/hour

City shall reimburse Consultant its actual costs for all photocopying and postage, upon submittal of evidence of said costs along with the monthly invoice, as set forth in the agreement.

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, and prior to commencement of the Services, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to Agency.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000.00 per occurrence, $2,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000.00 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

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

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

Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may

arise from or in connection with the performance of the Services hereunder by Consultant, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant, or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the Agency nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

City's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

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

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

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

ITEM NO. 7.1

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Eduardo Manriquez, Contract Associate Planner

DATE: March 19, 2025

SUBJECT: Consideration of a Resolution approving Development Plan Application No. 24-02, allowing a 24,792 square foot addition to an existing warehouse and manufacturing building, located at 15051 Don Julian Road, City of Industry, California, and adopting a Notice of Exemption regarding same, and making findings in support thereof

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Background:

Proposal:
Matthew Lew on behalf of Donlon Builders ("Applicant"), filed a Development Plan Application to allow Ultimate Paperbox Company to expand its existing warehouse and manufacturing (packaging supply) building. The Applicant proposes to add 24,792 square feet of floor area to the 79,362 square-foot building ("Project"), resulting in a total building area of 104,154 square feet, at the property located at 15051 Don Julian Road, City of Industry, California (APN 8208-014-007) ("Property").

Existing Building	79,362 s.f.
Proposed Expansion Area	+24,792 s.f.
Proposed Building Total Square Footage	104,154 s.f.

Location and Surroundings:

The Project site is located at 15051 Don Julian Road, further described as Assessor's Parcel Number 8208-014-007. It is comprised of one rectangular shaped lot which totals 5.01 acres (218,236 square-feet) of which 1.35 acres (58,806 square-feet) will be disturbed for the development of the Project.

The Property is zoned Industrial (M), with an Employment General Plan Land Use designation.

The surrounding properties to the north, south, east, and west are zoned Industrial (M). All of

the adjacent properties are located within the City of Industry.

Existing land uses surrounding the Project site are described below:

North, East and West: Industrial uses such as warehouses, manufacturing, and research and development that have an Industrial (M) zoning designation are located north, east, and west of the Project site within the City of Industry.

South: An undeveloped 9.75-acre piece of property is located south of the Project site within the City of Industry. This property has an Industrial (M) zoning. Although the property is currently undeveloped, on December 12, 2022, the City Council approved Development Plan Application No. 21-03, for the demolition of an existing 103,500 square foot industrial building, and the construction of a new 219,242 square-foot industrial building, for the property. To date, the approved development has yet to be built.

Project Background:

City records show that since 2017, Ultimate Paper Box Company has operated as a warehouse and manufacturer of packing supplies in the existing 79,362 square foot industrial building at the Property. According to Los Angeles County Building and Safety Records, there's an industrial building on this Property totaling 79,362 square-feet, which was constructed in 1970.

Project Entitlements:

The Applicant is requesting approval of Development Plan Application No. 24-02 to expand the existing facility to add 24,792 square feet dedicated to warehousing, manufacturing packaging supplies, and ancillary office purposes. Per Chapter 17.36.020 of the City's Municipal Code, approval of a development plan is required to modify the existing building.

Discussion:

Staff Analysis:

Project Description

As proposed, the 24,792 square foot expansion is located at the rear of the existing building in an area that is unimproved and utilized for outdoor storage. No other improvements are proposed for the existing building. The building expansion would cumulatively result in 47.8 percent site coverage, where 50 percent coverage maximum is permitted. Vehicular access to the site will continue being provided via two driveway entries on Don Julian Road. The facility's orientation westerly toward Don Julian Road will be maintained with parking stalls situated along the south side of the building and within the new parking area between the east side of the expansion area facing north. A total of four new loading docks will be located on the south side of the expansion area, for a total of seven at the site. The dock areas are screened from public view by various screening walls and landscape hedges. The expansion meets or exceeds minimum setback standards with a minimum 91 feet, 10-inches, from Don Julian Road, consistent with the existing facility. A total of 93,420 square feet of landscaping will be provided along the perimeter of the expansion site, throughout parking areas, and around the new

portions of the building, resulting in 12 percent site landscaping coverage, where 12 percent coverage is required.

The exterior of the proposed expansion is designed to match the massing and finishes of the existing concrete tilt-up light industrial building, featuring contrasting paint colors, façade projections, and high-quality materials to add visual interest and break up the scale and massing of the building. As most of the expanded building is screened from public view, the focal point of the overall building will continue to be the office area along the west side of the building. The building height is proposed to be 34 feet maximum, which is less than the 150 feet allowed for the zoning district.

The Project is subject to the development standards set forth in Chapters 17.16 and 17.36 of the City's Code. As provided in Table 1 below, the Project meets or exceeds the Industrial Zone development standards.

Table 1 – Title 17 Development Standards

Development Standard	**Code Requirement**	**Proposed**	**Compliance**
Maximum Building Coverage	50% 109,118 sf	47.7% total coverage 104,154 sf w/expansion	Yes
Maximum Building Height	150 feet	34 feet 10-inches	Yes
Minimum Landscape Coverage Required	12% 21,188 sf	12% 26,167 sf	Yes
Setbacks	30 feet from the curb line of all streets.	91 feet 10-inches from Don Julian Road	Yes

*This table reflects the percentages of the entire parcel not the proposed disturbed project area of 1.35 acres.

Parking and Access

As proposed, a total of 154 parking stalls are required for the uses contemplated by the building expansion and 155 stalls are provided, thereby exceeding the City's parking requirement. Pursuant to Chapter 17.36.060.K.1.a. of the Municipal Code, the parking requirement for buildings over 100,000 square feet compared with the total stalls provided are summarized in Table 2 below:

Table 2 – Parking Requirements

Building Floor Area (Square feet)	**Parking Spaces Requirement**	**Parking Spaces Required**	**Parking Spaces Provided**
Over 100,000 sq. ft.	150 spaces plus 1 space per 1,000 sq. ft. of floor area over	150 spaces + 5 spaces (4,154 sq. ft./1,000)	154 spaces

	100,000 sq. ft.		

The City's Engineering Department and the Los Angeles County Fires Department have found the Project's circulation pattern to be in conformance with local, state, and federal regulations regarding circulation and traffic pattern design. Additionally, there is adequate circulation around the Project site and the parking lot, thereby avoiding any potential traffic impacts such as congestion and/or stacking.

Vehicle Miles Traveled

One of the three project screening criteria adopted by the city is Low VMT Area screening. The San Gabriel Valley Council of Governments (SGVCOG) has developed an online VMT evaluation tool to assess whether a project is screened out from further VMT analysis using either the TPA screening criteria or the Low VMT Area Screening criteria. This tool was employed to analyze this Project.

The analysis concluded that the Project would screen out using the Low VMT Area screening criteria as the Project will generate less than the City of Industry average VMT using the Total VMT per Home-based Work metric. The Project therefore does not require any additional VMT analysis. No mitigation is required.

General Plan

The General Plan land use designation of the Property is "Employment." Allowable uses in this land use designation include industrial manufacturing, assembly, printing, machining, milling, welding, research and development, distribution, warehousing, storage, and supporting office uses. The proposed Project is an allowable use in the Employment land use designation, in that an industrial building with supporting ancillary uses is a permitted use, and the proposed Project is for the expansion of an existing industrial building for an industrial use expansion.

The Project site is designated Employment in the General Plan Land Use Element, which is intended for industrial manufacturing, assembly, printing, machining, milling, welding, research and development, distribution, warehousing, storage, and supporting office uses. The expanded industrial building for warehouse and manufacturing (packaging supply) purposes represents an intended use, as identified in General Plan Land Use Element, while providing additional employment and business opportunities to the community. Therefore, it has been determined that the expansion of the facility to add 24,792 square feet of floor area to the existing building is consistent with the General Plan.

Zoning

The Property is zoned Industrial. The proposed development is consistent with the zoning designation because it operates as a warehouse and distribution center. The site is currently occupied by Ultimate Paperbox Company which consists of a warehousing and packaging supply business, which is permitted in the Industrial Zone.

The Property designated Industrial (M) in the Municipal Code. The Project proposes to expand a warehouse and packaging supply business building with 24,792 square feet of additional floor

area dedicated to warehousing, packaging supply, and ancillary office purposes, thereby maintaining the industrial character of the existing site. The proposed Project will not result in a change of use, and the site will continue to comply with or exceed development standards for the Industrial (M) zoning district. The Project site is surrounded by industrial and manufacturing uses. An expanded industrial building providing warehouse, packing supply, and ancillary office space will further contribute to the balanced mix of uses within this zoning designation while providing additional employment and business opportunities to the community. All business activities will be conducted in a manner so as not to impact surrounding uses. Therefore, it has been determined that the expanded warehousing and packaging supply business, and ancillary office facility is in accordance with the objectives of the Zoning Ordinance and the purpose of the zoning district in which the Property is located.

Findings - Chapter 17.36.070

Pursuant to Chapter 17.36.070 of the Municipal Code, the City Council must make the following findings in order to approve an application for development plan.

a. The site is suitable for development in accordance with the development plan.

The site is suitable for development in accordance with the development plan in that the Project is in conformance with the City's General Plan, Zoning Code and all applicable development standards outlined in Section 17.36.060 of the Zoning Code. This includes setbacks, building height, parking, and landscape standards. Further, pursuant to the provisions of the General Plan, industrial uses are permitted in the Employment land use designation, and the Project does not conflict with the established goals and objectives of the Land Use Element of the General Plan. The proposed Project is an allowable use in the Employment land use designation in that an industrial building with supporting office uses is a permitted use, and the proposed Project is for the expansion of an existing industrial building. The Property has an Industrial (M) Zoning Designation. The site is currently utilized by Ultimate Paperbox Company for the purposes of warehousing and manufacturing of packaging supply materials, which are permitted in the Industrial Zone. The business is seeking to expand the square footage of the existing building. The Project is in accord with the objectives of the Zoning Code because the Zoning Code designates the Project site as Industrial. The proposed development is consistent with the Industrial land use designation because it supports the primary use of a warehouse and manufacturing center for general non-hazardous merchandise. By expanding the building, the Ultimate Paperbox Company will be able to continually re-invest in the newest capital equipment to provide the most efficient and green services, all while ensuring the best quality.

b. The total development is arranged so as to avoid traffic congestion, ensure the public health, safety, and general welfare, or prevent adverse effects upon neighboring properties.

The total development is arranged to avoid traffic congestion, ensure the public health, safety, and general welfare, or prevent adverse effects upon neighboring properties, because it has been designed to minimize any potential impacts by complying with the City's Code. Furthermore, the City's Engineering Department and the Los Angeles County Fires Department have found the Project's circulation pattern to be in conformance with local, state, and federal regulations regarding circulation and traffic pattern design. Additionally, there is adequate circulation around the Project site and the parking lot, thereby avoiding any potential traffic impacts such as congestion and/or stacking.

Additionally, the San Gabriel Valley Council of Governments (SGVCOG) has developed an online VMT evaluation tool to assess whether a project is screened out from further VMT analysis using either the TPA screening criteria or the Low VMT Area Screening criteria. This tool was employed to analyze this Project. The analysis concluded that the Project would screen out using the Low VMT Area screening criteria as the project will generate less than the City of Industry average VMT using the Total VMT per Home-based Work metric. The Project therefore does not require any additional VMT analysis. No mitigation is required.

The Project involves expanding an existing industrial building, measuring a total of 104,154 square feet to be used for warehouse, light manufacturing, and ancillary office purposes. Activating the project will continue to benefit the general welfare of the community as it expands employment and business opportunities to the community. The Project will not have a significant effect on the environment and applicable conditions of approval have been incorporated into the project. Furthermore, the City's building permit process ensures that any proposed building improvements are built in accordance with City standards, thus protecting the public health, safety, and welfare. Therefore, it has been determined that the Project is not detrimental to the public health, safety, or welfare, or have adverse effects upon neighboring properties.

c. The development is in general accord with all elements of this title.

The Project site is designated Industrial (M), which is reserved for uses such as warehouses, manufacturing, and light manufacturing and assembly. The expansion of a light industrial building used for manufacturing packaging supplies, and ancillary office space, is consistent with the land uses intended for the Industrial zone. The Project site is surrounded by a mixture of industrial and manufacturing uses and complies with or exceeds development standards for this zone. Therefore, it has been determined that the expanded light industrial building and use is consistent with the Zoning Ordinance.

d. The development is consistent with the provisions of the general plan or any applicable redevelopment plan.

The development is consistent with the provisions of the General Plan or any applicable redevelopment plan because the proposed building expansion is consistent with the Employment land use designation set forth in the City's General Plan. Permissible land uses in the Employment land use designation include such uses as distribution, warehouses, storage, and supporting ancillary uses. Additionally, the Project is consistent with General Plan Policy LU5 that states the City should provide "[h]igh quality and well-maintained properties, buildings, and infrastructure that enhance property values and encourage additional public and private investment." The Project will provide a building expansion that is of high architectural design, along with new infrastructure that will enhance the property value due to the increase in square footage. New buildings, additions, and other structures require an appraisal from the LA County Assessor's office. The value of new construction is added to the existing improvement assessed value. Also, the building expansion is consistent with Policy LU2-6, which states the City should "[s]upport the use of energy-saving designs and equipment in all new development and rehabilitation or reconstruction Projects" because the building expansion will be solar ready, it is of an energy saving design.

<u>Environmental Analysis:</u>

In accordance with the provisions of the California Environmental Quality Act ("CEQA") Guidelines, this Project is Categorically Exempt pursuant to Section 15332 (Class 32 In-fill development projects). Class 32 consists of projects characterized as in-fill development meeting the conditions described below.

a. The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.

The Project is consistent with the general plan designation and regulations. The permissible land uses in the Employment land use designation include distribution, warehouses, storage, and supporting ancillary uses. Additionally, the Project is consistent with General Plan Policy LU5 that states the City should provide "[h]igh quality and well-maintained properties, buildings, and infrastructure that enhance property values and encourage additional public and private investment." The Project will provide a building expansion that is of high architectural design, along with new infrastructure that will enhance the property value due to the increase in square footage. New buildings, additions, and other structures require an appraisal from the LA County Assessor's office. The value of new construction is added to the existing improvement assessed value. Also, the building expansion is consistent with Policy LU2-6, which states the City should "[s]upport the use of energy-saving designs and equipment in all new development and rehabilitation or reconstruction Projects", because the building expansion will be solar ready, it is of an energy saving design.

b. The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.

The proposed development occurs within City limits on a property that is 5.01 acres and is surrounded by urban uses. The surrounding uses include warehouses, manufacturing, and research and development. While the Project is located on a 5.01-acre property, the actual construction will occur on 1.35 acres. The Project consists of an expansion of 24,792 square - feet of actual building and will only disturb 1.35 acres of site and therefore the infill exemption may be utilized.

c. The project site has no value as habitat for endangered, rare, or threatened species.

The Project site has no value as habitat for endangered, rare, or threatened species. The Project site is currently developed and surrounded by development. Pursuant to the General Plan Element 3. Resource Management Section 3.1: "[s]ince the city is urbanized and largely built out, it does not contain significant biological resources." Further, the Project site has no value as habitat for endangered, rare, or threatened species and does not contain any endangered habitat because it is a developed lot that has an existing industrial building and was disturbed when the original building was built and there were no environmental concerns found at the time of original construction. Furthermore, no areas of the City are within an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan as stated in the General Plan Element 3. Therefore, the Project site has no value as habitat for endangered, rare, or threatened species.

d. Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.

Traffic – Less than significant traffic impacts are anticipated because the proposed development does not exceed the City's adopted VMT baseline and thresholds of significance, and was screened out from further traffic analysis.

Noise – There will be less than significant impacts to noise because the proposed Project is located in an urbanized, industrial area that currently generates noise from traffic, roads, and the surrounding industrial businesses; therefore, the impacts to noise will be negligible and not be any more significant than what the area already produces. Potential noise impacts will be further mitigated by the LA County Noise Ordinance and through the implementation of best management practices required for construction. Also, conditions of approval will be attached (Attachment 1) requiring the Applicant, property owner, construction contractors, and business owners to comply with the Los Angeles County Noise Ordinance (Los Angeles County Code, Section 2.08.390).

Air Quality – There will be less than significant impacts to air quality because the temporary construction and post construction operations will not exceed the threshold of significance and will be conditioned (in the attached conditions of approval) that the Applicant, property owner, construction contractors, and business owners will be required to comply with the requirements of the California State Building Code, all State and Federal standards regarding air quality, and the City's General Plan and Municipal Code.

Water Quality – There will be less than significant impacts to water quality because the Project will comply with all requirements set forth by the Los Angeles County Regional Water Quality Control Board and Best Management Practices (BMPs). Also, the Project is required to have an approved Low impact Development (LID) plan and Water Quality Management Plan approved by the Engineering Department in order to construct and has already received said approval.

e. The site can be adequately served by all required utilities and public services.

The Project site is in an area where all public services and facilities are available to allow for maximum development permissible in the General Plan. All roads and utilities exist and are maintained by the City and the respective utility entities and have served the industrial use at the Property for many years and are suitable for the expansion of the building.

In conclusion, the proposed Project has been reviewed for consistency with the requirements of the CEQA guidelines. Staff has determined that the Project is exempt pursuant to Section 15332 (In-fill Development Projects) for the reasons described above.

Fiscal Impact:

All costs associated with processing this application and project implementation are the responsibility of the applicant. Development of the Project will generate revenues to the City in the form of building permit fees to defray plan check and inspection costs, as well as additional property tax revenue.

Recommendation:

Because the Project complies with the development standards of the City's Code, does not pose

a significant impact on the environment, and satisfies the required findings outlined in Resolution No. CC 2025-10, Staff recommends that the City Council:

1) Adopt Resolution No. CC 2025-10 approving Development Plan No. 24-02, with the Standard Requirements and Conditions of Approval contained in the Resolution and Notice of Exemption regarding same.

Exhibits:

1. EXHIBITS DP 24-02 15051 Don Julian Donlon

CITY OF INDUSTRY

EXHIBITS

Exhibits List:

A. Location Map – DP No. 24-02

B. Project Plans – DP No. 24-02

C. Building Elevations – DP No. 24-02

D. Notice of Exemption

E. Resolution No. CC 2025-10 recommending City Council approval of Development Plan No. 24-02 with the Standard Requirements and Conditions of Approval contained in the Resolution and Notice of Exemption regarding same.

EXHIBIT A

Location Map – DP 24-02

[Attached]

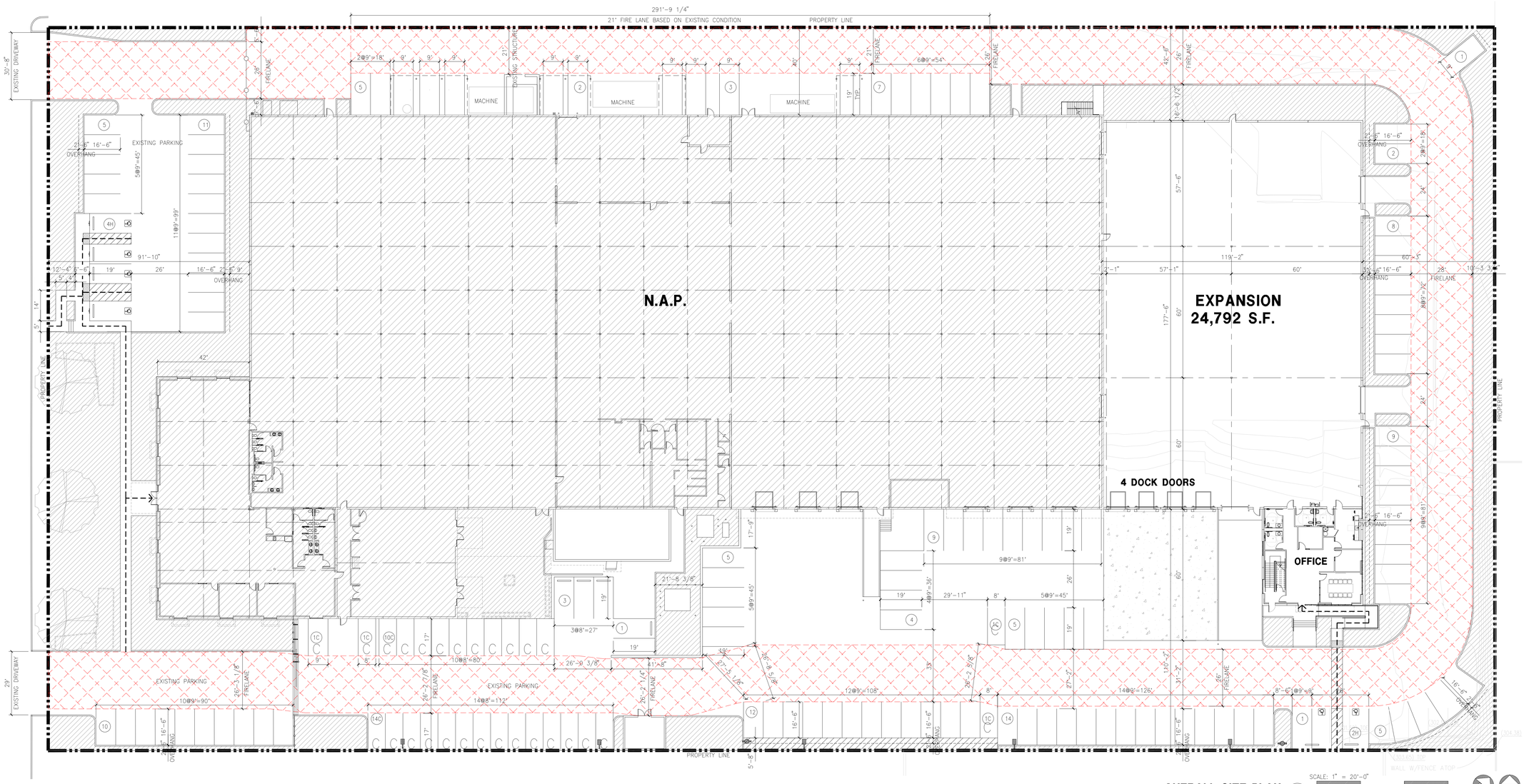
NORTH
S 9th Ave
Proctor Ave
Proctor Ave
Project Site
Don Julian Rd
Don Julian Rd

EXHIBIT B

Project Plans – DP 24-02

[Attached]

DON JULIAN ROAD



OVERALL SITE PLAN

scale: 1"=20'-0" (A)

SCALE: 1" = 20'-0"

0 20' 40' 60'

TRUE NORTH / PLAN NORTH

PROJECT INFORMATION

Owner / Applicant

DONLON BUILDERS
2681 SATURN ST.
BREA, CA 92821
TEL: 714-528-0800
CONTACT: DESMOND DONNELLAN

Applicant's Representative

HPA, INC.
18831 BARDEEN AVE. – SUITE 100
IRVINE, CA 92612
PHONE: (949) 862-2138
CONTACT: MATTHEW LEE

Address of the property

15051 E. DON JULIAN RD.
CITY OF INDUSTRY, CA

Code Analysis

2022 CALIFORNIA BUILDING CODE
2022 CALIFORNIA PLUMBING CODE
2022 CALIFORNIA MECHANICAL CODE
2022 CALIFORNIA ELECTRICAL CODE
2022 CALIFORNIA FIRE CODE
2022 CALIFORNIA ENERGY CODE
2022 CALIFORNIA GREEN BUILDING STANDARDS

Assessor's Parcel Number

8208-014-007

Construction Type

CONCRETE TILT-UP BUILDING

BUILDING OCCUPANCY: S-1/B OFFICE & WAREHOUSE
CONSTRUCTION TYPE: III-B
FIRE SPRINKLER: ESFR SYSTEM

Zoning

ZONING DESIGNATION – M INDUSTRIAL

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 6 IN BLOCK 19 OF TRACT NO. 1343, IN THE RANCHO LA PUENTE, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 20, PAGES 10 AND 11 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

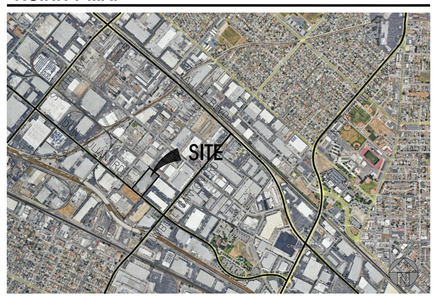
EXCEPTING THEREFROM THE "PRECIOUS METALS AND ORES THEREOF" AS EXPECTED FROM THE PARTITION BETWEEN JOHN ROWLAND SR. AND WILLIAM WORKMAN IN THE PARTITION DEED RECORDED IN BOOK 10, PAGES 39 OF DEEDS, WITH RIGHT OF SURFACE ENTRY.

ALSO EXCEPTING ONE-HALF FROM SAID LAND, OF THE OIL, GAS, ASPHALTUM, AND OTHER HYDROCARBON SUBSTANCES WITHIN OR UNDERLYING SAID LAND, AS RESERVED BY LEWIS H. DAVIDSON AND CLARA T. DAVIDSON, HUSBAND AND WIFE, IN DEED RECORDED JULY 11, 1946 IN BOOK 23390, PAGE 262, OFFICIAL RECORDS.

SITE PLAN GENERAL NOTES

1. THE SITE PLAN BASED ON THE SOILS REPORT PREPARED BY: TBD
2. IF SOILS ARE EXPANSIVE IN NATURE, USE STEEL REINFORCING FOR ALL SITE CONCRETE.
3. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE WALL, FACE OF CONCRETE CURB OR GRID LINE U.N.O.
4. SEE "C" PLANS FOR ALL CONCRETE CURBS, GUTTERS AND SWALES.
5. THE ENTIRE PROJECT SHALL BE PERMANENTLY MAINTAINED WITH AN AUTOMATIC IRRIGATION SYSTEM.
6. SEE "C" DRAWINGS FOR POINT OF CONNECTIONS TO OFF-SITE UTILITIES. CONTRACTOR SHALL VERIFY ACTUAL UTILITY LOCATIONS.
7. PROVIDE POSITIVE DRAINAGE AWAY FROM BLDG. SEE "C" DRAWINGS.
8. CONTRACTOR TO REFER TO "C" DRAWINGS FOR ALL HORIZONTAL CONTROL DIMENSIONS. SITE PLANS ARE FOR GUIDANCE AND STARTING LAYOUT POINTS.
9. SEE "C" DRAWINGS FOR FINISH GRADE ELEVATIONS.
10. CONCRETE SIDEWALKS TO BE A MINIMUM OF 4" THICK W/ TOOLED JOINTS AT 6' O.C. EXPANSION/CONSTRUCTION JOINTS SHALL BE A MAXIMUM 12' EA. WAY. EXPANSION JOINTS TO HAVE COMPRESSIVE EXPANSION FILLER MATERIAL OF 1/4". FINISH TO BE A MEDIUM BROOM FINISH U.N.O.
11. PAINT CURBS AND PROVIDE SIGNS TO INFORM OF FIRE LANES AS REQUIRED BY FIRE DEPARTMENT.
12. CONSTRUCTION DOCUMENTS PERTAINING TO THE LANDSCAPE AND IRRIGATION OF THE ENTIRE PROJECT SITE SHALL BE SUBMITTED TO THE BUILDING DEPARTMENT AND APPROVED BY PUBLIC FACILITIES DEVELOPMENT PRIOR TO ISSUANCE OF BUILDING PERMITS.
13. PRIOR TO FINAL CITY INSPECTION, THE LANDSCAPE ARCHITECT SHALL SUBMIT A CERTIFICATE OF COMPLETION TO PUBLIC FACILITIES DEVELOPMENT.
14. ALL LANDSCAPE AND IRRIGATION DESIGNS SHALL MEET CURRENT CITY STANDARDS AS LISTED IN GUIDELINES OR AS OBTAINED FROM PUBLIC FACILITIES DEVELOPMENT.
15. LANDSCAPED AREAS SHALL BE DELINEATED WITH A MINIMUM SIX INCHES (6") HIGH CURB.
16. ALL GROUND MOUNTED UTILITY STRUCTURES SUCH AS TRANSFORMERS, HVAC EQUIPMENT AND BACK FLOW PREVENTION VALVES SHALL BE LOCATED OUT OF VIEW FROM A PUBLIC STREET OR ADEQUATELY SCREENED THROUGH THE USE OF LANDSCAPING AND/OR MASONRY WALLS.

VICINITY MAP



TABULATION

	Existing	Expansion	TOTAL	
SITE AREA				
In s.f.	159104	58,958	218,062	sf
In acres	3.65	1.35	5.01	ac
BUILDING AREA				
Office - 1st floor	9,162	1,965	11,127	sf
Office - 2nd floor		1,764	1,764	sf
Warehouse	70,200	21,063	91,263	sf
TOTAL	79,362	24,792	104,154	sf
FLOOR AREA RATIO				
Maximum Allowed			0.50	
Actual			0.478	
SITE COVERAGE				
Maximum Allowed			50%	
Actual			47.8%	
AUTO PARKING REQUIRED				
0-25K @ 1/500 s.f.			50	stalls
25K-100k @ 1/750 s.f.			100	stalls
Above 100k @ 1/1,000 s.f			5	stalls
TOTAL			155	stalls
AUTO PARKING PROVIDED				
Standard (9'x19')			122	stalls
Standard Accessible (9'x19')			4	stalls
Van Accessible (12'x19')			2	stalls
Compact (8'x16' up to 20%)			28	stalls
TOAL			156	stalls
Note: Maximum of twenty percent (20%) of the required number of parking spaces may be compact stalls			30	stalls
ZONING ORDINANCE				
Zoning - Industrial				
MAXIMUM BUILDING HEIGHT ALLOWED				
Height - 75'				
LANDSCAPE REQUIREMENT				
Percentage - 12%			26,167	
LANDSCAPE PROVIDED				
In s.f.			26,469	sf
Percentage			12.1%	
SETBACKS				
Building				
Min 30' from curb line of all streets				

HPA architecture 42 Years

hpa, inc.
18831 bardeen avenue - ste. #100
irvine, ca
92612
tel: 949-863-1770
fax: 949-863-0851
email: hpa@hparchs.com

LICENSED ARCHITECT — TYORD NAM — C-29451 — 3-31-25 RENEWAL DATE — STATE OF CALIFORNIA

DONLON BUILDERS

DONLON BUILDERS

2681 Saturn St, Brea, CA 92821

Project:

15051 E DON JULIAN RD.

Consultants:

CIVIL	TRUXAW
STRUCTURAL	-
MECHANICAL	-
PLUMBING	-
ELECTRICAL	-
LANDSCAPE	TRUXAW
FIRE PROTECTION	-
SOILS ENGINEER	-

Title: OVERALL SITE PLAN

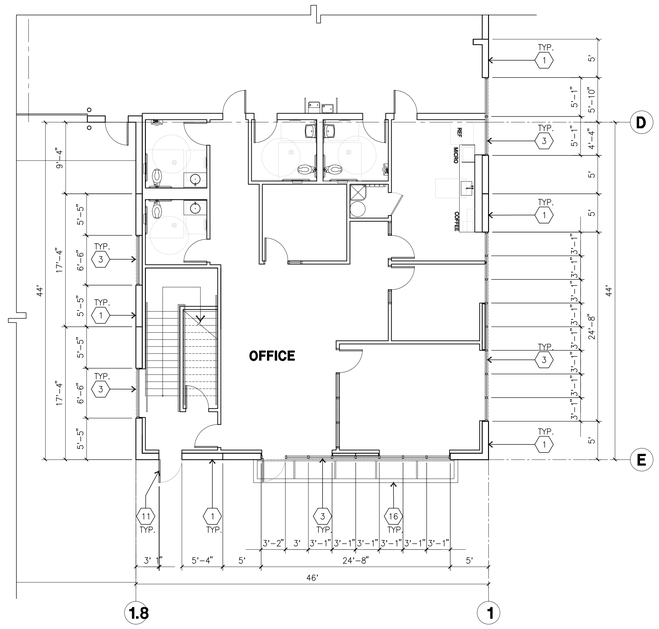
Project Number: 23293
Drawn by: SW
Date: 02/25/24

Revision:

2ND SUBMITTAL SET	07/24/24

Sheet:

DAB-A1.0



ENLARGED GROUND FLOOR PLAN
scale: 1/8"=1'-0"

SCALE: 1/8"=1'-0"
0 8' 16' 24'
TRUE NORTH
PLAN NORTH

ENLARGED SECOND FLOOR PLAN
scale: 1/8"=1'-0"

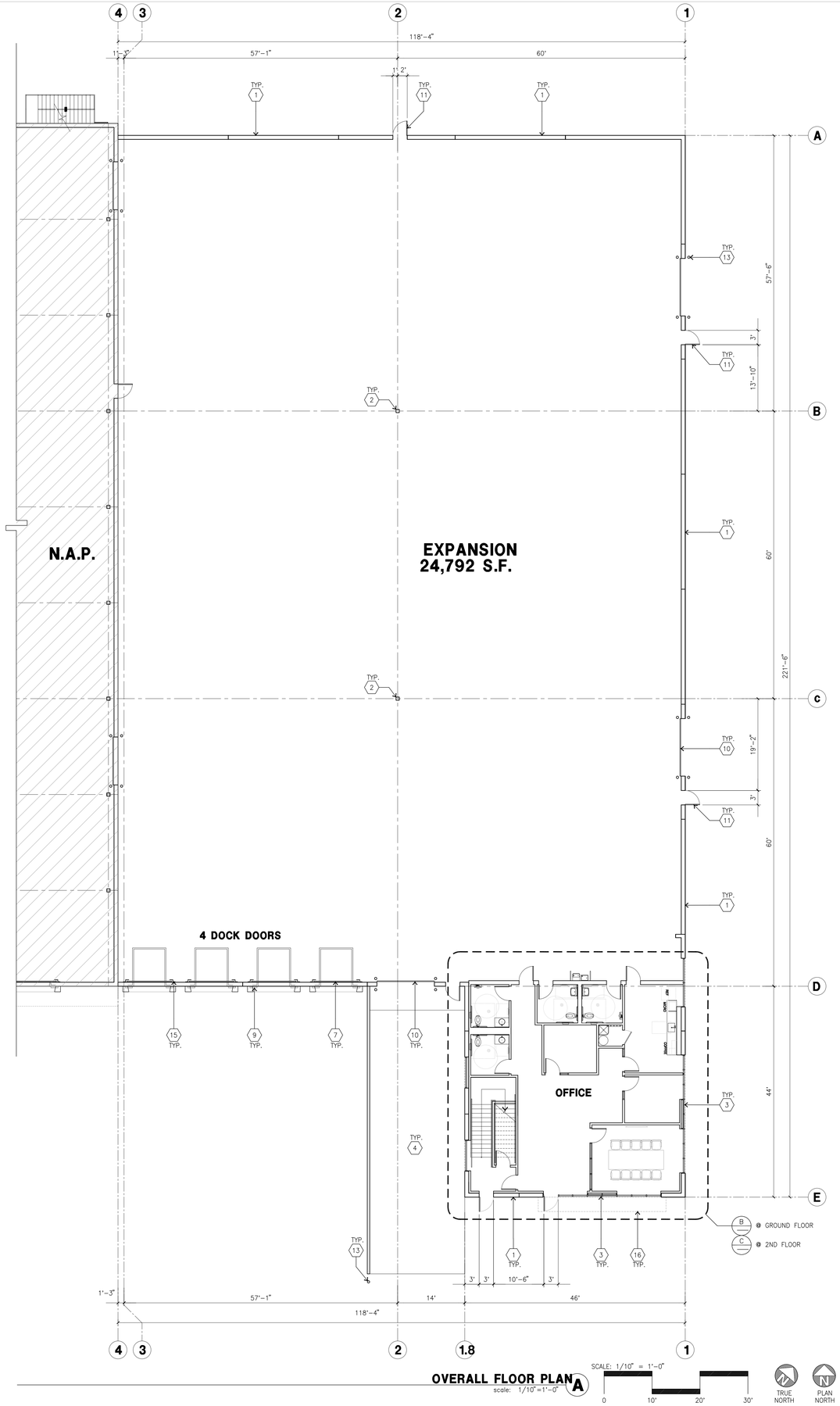
SCALE: 1/8"=1'-0"
0 8' 16' 24'
TRUE NORTH
PLAN NORTH

FLOOR PLAN KEYNOTES

1. CONCRETE TILT-UP PANEL.
2. STRUCTURAL STEEL COLUMN.
3. TYPICAL STOREFRONT SYSTEM WITH GLAZING. SEE OFFICE BLOW-UP AND ELEVATIONS FOR SIZE, COLOR AND LOCATIONS.
4. CONCRETE RAMP W/ 42"HIGH CONC TILT-UP GUARD WALL OR BUILDING WALL ON BOTH SIDE OF RAMP.
5. 5'-6"X5'-6"X4" THICK CONCRETE EXTERIOR LANDING PAD TYP. AT ALL EXTERIOR MAN DOORS TO LANDSCAPED AREAS. FINISH TO BE MEDIUM BROOM FINISH.
6. EXTERIOR CONCRETE STAIR.
7. 9' X 10' TRUCK DOOR, SECTIONAL O.H., STANDARD GRADE.
8. LOUVERED OPENING FOR VENTILATION.
9. DOCK DOOR BUMPER TYPICAL.
10. 12' X 14' DRIVE THRU. SECTIONAL O.H., STANDARD GRADE.
11. 3' X 7' HOLLOW METAL EXTERIOR MAN DOOR.
12. SOFFIT LINE ABOVE
13. CONC. FILLED GUARD POST. 6" DIA. U.N.O., 42"H.
14. EXTERIOR DOWNSPOUT WITH 2 OVERFLOW SCUPPER.
15. Z GUARD.
16. METAL CANOPY ABOVE.
17. INTERIOR ROOF DRAIN W/ 2 OVERFLOW SCUPPERS.

FLOOR PLAN GENERAL NOTES

1. THIS BUILDING IS DESIGNED FOR HIGH PILE STORAGE WITH FIRE ACCESS MAN DOORS AT APPROXIMATELY 100' O.C. A SEPARATE PERMIT WILL BE REQUIRED FOR ANY RACKING/CONVEYER SYSTEMS.
2. FIRE HOSE LOCATIONS SHALL BE APPROVED PER FIRE DEPARTMENT.
3. SEE "C" DRAWINGS FOR FINISH SURFACE ELEVATIONS.
4. WAREHOUSE INTERIOR CONCRETE WALLS ARE PAINTED WHITE. COLUMNS ARE TO RECEIVE PRIMER ONLY. ALL GYP. BD. WALLS IN WAREHOUSE TO RECEIVE 1 COAT OF WHITE TO COVER.
5. SLOPE POUR STRIP 1/2" TO EXTERIOR AT ALL MANDOOR EXITS. SEE "S" DRAWINGS FOR POUR STRIP LOCATION.
6. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE PANEL WALL, GRID LINE, OR FACE OF STUD U.N.O.
7. SEE CIVIL DRAWINGS FOR POINT OF CONNECTIONS TO OFF-SITE UTILITIES. CONTRACTOR TO VERIFY ACTUAL UTILITY LOCATIONS. PLUMBING/ELECTRICAL COORDINATION.
8. SEE BELOW FOR DOOR TYPES AND SIZES.
NOTE: ALL DOORS PER DOOR SCHEDULE ARE FINISH OPENINGS.
9. CONTRACTOR TO PROTECT AND KEEP THE FLOOR SLAB CLEAN. ALL EQUIPMENT TO BE DIAPERED INCLUDING CARS AND TRUCKS.
10. ALL EXIT MAN DOORS IN WAREHOUSE TO HAVE ILLUMINATED EXIT SIGN HARDWARE.
11. HIGHLY FLAMMABLE AND COMBUSTIBLE MATERIAL SHALL NOT BE USED OR STORED IN THIS BUILDING.
12. EACH EXTERIOR EXIT DOOR SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE WORDS "EXIT". THE MOUNTING HEIGHT FOR SUCH SIGNAGE SHALL BE 60" FROM FINISH FLOOR LEVEL TO THE CENTER OF THE SIGN.
13. NON-ACCESSIBLE DOOR. PROVIDE WARNING SIGN LOCATED IN THE INTERIOR SIDE PER CBC 11B-703.5
14. ALL ROOF MOUNTED MATERIALS SHALL BE FULLY SCREENED FROM PUBLIC VIEW, SEE A/A4.1 OFFICE SECTION.
15. ROOFTOP ADDRESSES SHALL BE INSTALLED ON THE BUILDINGS AS STATED IN THE STANDARD CONDITIONS. NUMBERS SHALL BE AT MIN. 3FT TALL AND 1 FOOT WIDE, IN REFLECTIVE WHITE PAINT ON FLAT BLACK BACKGROUND, AND ORIENTED WITH BOTTOM OF NUMBERS TOWARDS ADDRESSED STREET.



OVERALL FLOOR PLAN
scale: 1/10"=1'-0"

SCALE: 1/10" = 1'-0"
0 10' 20' 30'
TRUE NORTH
PLAN NORTH

HPA architecture 42 Years

hpa, inc.
18831 bardeen avenue - ste. #100
irvine, ca
92612
tel: 949-863-1770
fax: 949-863-0851
email: hpa@hparchs.com

LICENSED ARCHITECT
YONG NAM
C-29451
3-31-25
RENEWAL DATE
STATE OF CALIFORNIA

DONLON BUILDERS

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2681 Saturn St, Brea, CA 92821

Project:

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Consultants:

CIVIL	TRUXAW
STRUCTURAL	-
MECHANICAL	-
PLUMBING	-
ELECTRICAL	-
LANDSCAPE	TRUXAW
FIRE PROTECTION	-
SOILS ENGINEER	-

Title: OVERALL FLOOR PLAN

Project Number:	23293
Drawn by:	SW
Date:	02/25/24
Revision:	

Sheet:

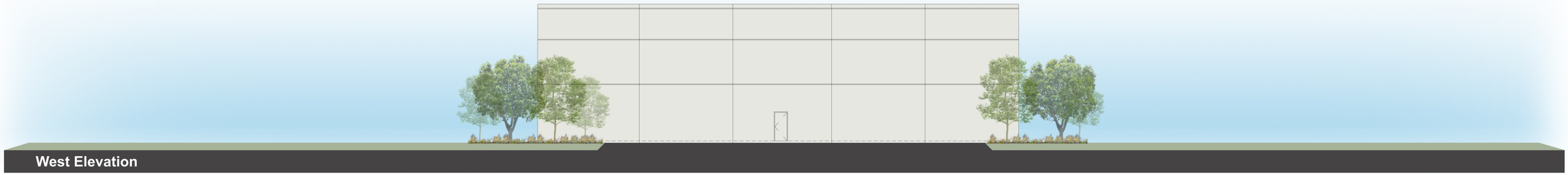
DAB-A2.1

EXHIBIT C

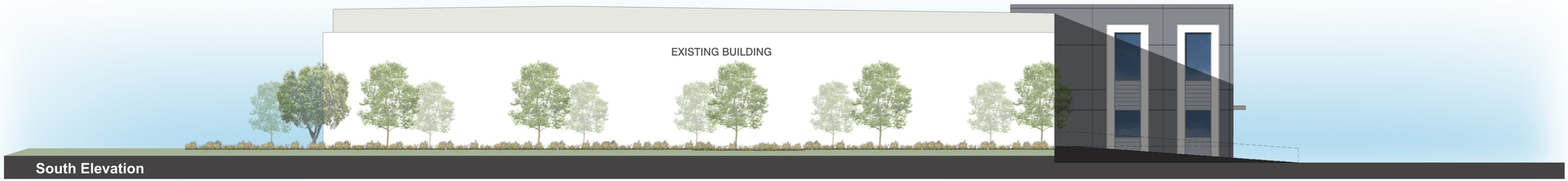
Building Elevations – DP 24-02

[Attached]

North Elevation



West Elevation



South Elevation

East Elevation

Conceptual Building Expansion Elevations

15051 E DON JULIAN RD.

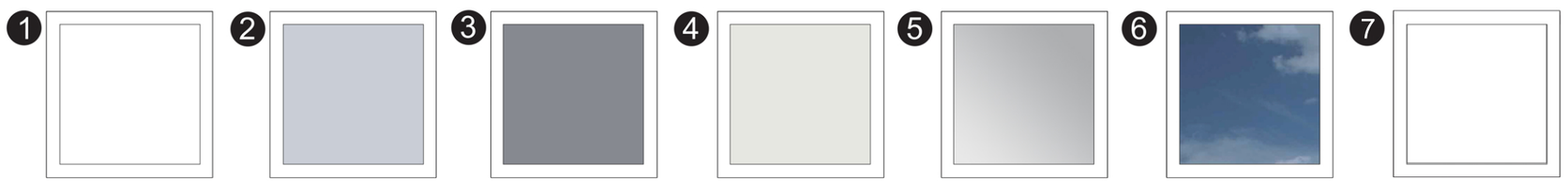
City of Industry, CA | #23293 | 01.28. 2025

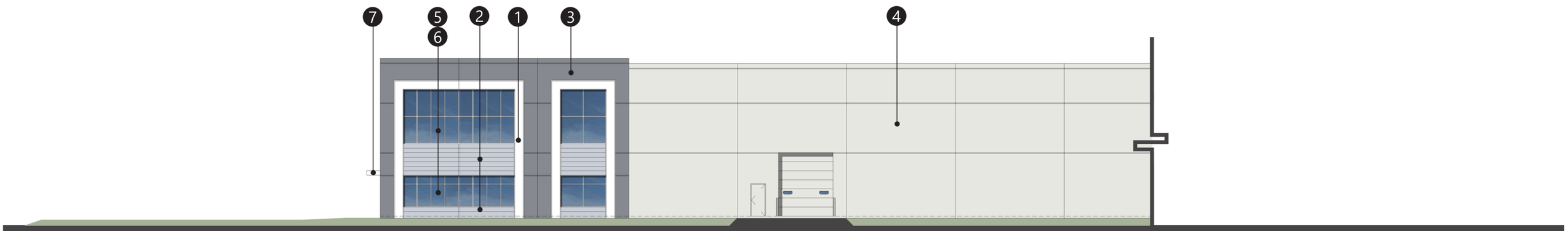
HPA architecture SINCE 1980

DONLON BUILDERS

North Elevation

East Elevation





Enlarged View of North Elevation

Conceptual Building Expansion Elevations & Material Board

15051 E DON JULIAN RD.

City of Industry, CA | #23293 | 01.28. 2025

Exhibit D

Notice of Exemption - DP 24-02

[Attached]

NOTICE OF EXEMPTION

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

From: City of Industry
15625 Mayor Dave Way, Suite 100
City of Industry, CA 91744

Project Title: Development Plan Application No. 24-02

Project Location - Specific: 15051 Don Julian Road

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

Description of Project: Consideration of a Resolution approving Development Plan Application No. 24-02, allowing a 24,792 square foot addition to an existing warehouse and manufacturing building, located at 15051 Don Julian Road, City of Industry, California, and adopting a Notice of Exemption regarding same, and making findings in support thereof

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

Name of Person or Agency Carrying Out Project: Matthew Lew on behalf of Donlon Builders

Exempt Status: *(check one)*

☐ Ministerial (Sec. 21080(b)(1); 15268);
☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
☑ Categorical Exemption. *State type and section number:* 15332 (Class 32)
☐ Statutory Exemptions. *State code number:*

Reasons why project is exempt: The proposed project is Categorically Exempt from the requirements to prepare additional environmental documentation per California Environmental Quality Act (CEQA) Guidelines, Section 15332, Class 32 (In-fill development Projects). The Class 32 consists of projects characterized as in-fill development meeting the conditions described below.

(a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.

The Project is consistent with the general plan designation and regulations. The permissible land uses in the Employment land use designation include distribution, warehouses, storage, and supporting ancillary uses. Additionally, the Project is consistent with General Plan Policy LU5 that states the City should provide "[h]igh quality and well-maintained properties, buildings, and infrastructure that enhance property values and encourage additional public and private investment." The Project will provide a building expansion that is of high architectural design, along with new infrastructure that will enhance the property value due to the increase in square footage. New buildings, additions, and other structures require an appraisal from the LA County Assessor's office. The value of new construction is added to the existing improvement assessed value. Also, the building expansion is consistent with Policy LU2-6, which states the City should "[s]upport the use of energy-saving designs and equipment in all new development and rehabilitation or

reconstruction Projects", because the building expansion will be solar ready, it is of an energy saving design.

(b) The proposed development occurs within city limits on a project site of no more than five acres surrounded by urban uses.

The proposed development occurs within City limits on a property that is 5.01 acres and is surrounded by urban uses. The surrounding uses include warehouses, manufacturing, and research and development. While the Project is located on a 5.01-acre property, the actual construction will occur on 1.35 acres. The Project consists of an expansion of 24,792 square - feet of actual building and will only disturb 1.35 acres of site and therefore the infill exemption may be utilized.

(c) The project site has no value as habitat for endangered, rare, or threatened species.

The Project site has no value as habitat for endangered, rare, or threatened species. The Project site is currently developed and surrounded by development. Pursuant to the General Plan Element 3. Resource Management Section 3.1: "[s]ince the city is urbanized and largely built out, it does not contain significant biological resources." Further, the Project site has no value as habitat for endangered, rare, or threatened species and does not contain any endangered habitat because it is a developed lot that has an existing industrial building and was disturbed when the original building was built and there were no environmental concerns found at the time of original construction. Furthermore, no areas of the City are within an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan as stated in the General Plan Element 3. Therefore, the Project site has no value as habitat for endangered, rare, or threatened species.

(d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.

Traffic – Less than significant traffic impacts are anticipated because the proposed development does not exceed the City's adopted VMT baseline and thresholds of significance, and was screened out from further traffic analysis.

Noise – There will be less than significant impacts to noise because the proposed Project is located in an urbanized, industrial area that currently generates noise from traffic, roads, and the surrounding industrial businesses; therefore, the impacts to noise will be negligible and not be any more significant than what the area already produces. Potential noise impacts will be further mitigated by the LA County Noise Ordinance and through the implementation of best management practices required for construction. Also, conditions of approval will be attached (Attachment 1) requiring the Applicant, property owner, construction contractors, and business owners to comply with the Los Angeles County Noise Ordinance (Los Angeles County Code, Section 2.08.390).

Air Quality – There will be less than significant impacts to air quality because the temporary construction and post construction operations will not exceed the threshold of significance and will be conditioned (in the attached conditions of approval) that the Applicant, property owner, construction contractors, and business owners will be required to comply with the requirements of the California State Building Code, all State and Federal standards regarding air quality, and the City's General Plan and Municipal Code.

Water Quality – There will be less than significant impacts to water quality because the Project will comply with all requirements set forth by the Los Angeles County Regional Water Quality Control Board and Best Management Practices (BMPs). Also, the Project is required to have an approved Low impact Development (LID) plan and Water Quality Management Plan approved by the Engineering Department in order to construct and has already received said approval.

(e) The site can be adequately served by all required utilities and public services.

The Project site is in an area where all public services and facilities are available to allow for maximum development permissible in the General Plan. All roads and utilities exist and are maintained by the City and the respective utility entities and have served the industrial use at the Property for many years and are suitable for the expansion of the building.

In conclusion, the proposed Project has been reviewed for consistency with the requirements of the CEQA guidelines. Staff has determined that the Project is exempt pursuant to Section 15332 (In-fill Development Projects) for the reasons described above.

Lead Agency
Contact Person: Eduardo Manriquez Telephone: (626)333-2211

Signature: _____ Date: _____

Title: Contract Associate Planner

Exhibit E

Resolution No. CC 2025-10

[Attached]

RESOLUTION NO. CC 2025-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING DEVELOPMENT PLAN APPLICATION NO. 24-02, ALLOWING A 24,792 SQUARE FOOT ADDITION TO AN EXISTING WAREHOUSE AND MANUFACTURING BUILDING AND ASSOCIATED IMPROVEMENTS, LOCATED AT 15051 DON JULIAN ROAD, CITY OF INDUSTRY, CALIFORNIA, AND ADOPTING A NOTICE OF EXEMPTION REGARDING SAME, AND MAKING FINDINGS IN SUPPORT THEREOF

RECITALS

WHEREAS, Matthew Lew on behalf of Donlon Builders ("Applicant"), filed a complete application requesting approval of Development Plan No. 24-02 ("DP 24-02") for a 24,792 square foot addition to an existing 79,362 square foot warehouse and manufacturing building and associated site improvements ("Project"), located at 15051 Don Julian Road, City of Industry, California further described as Assessor's Parcel Numbers 8264-019-015 ("Project Site"); and

WHEREAS, the Project applies to 5.01-acre parcel, which is currently developed with a warehouse and manufacturing building; and

WHEREAS, according to records in the Los Angeles County Assessor Office, the existing building was built in 1970; and

WHEREAS, the Project Site is occupied by the Ultimate Paper Box Company, which has operated since 2017 as a warehouse and manufacturer of packing supplies; and

WHEREAS, the Property has a General Plan Employment land use designation and an Industrial Zoning designation. In accordance with Section 17.36.020 of the City's Municipal Code ("Code"), a Development Plan Application is required for the construction of the expansion of an existing building; and

WHEREAS, an Environmental Assessment form was submitted by the Applicant and based on Staff's review and assessment, the proposed project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15332 (Class 32 In-fill development projects); and

WHEREAS, on March 19, 2025, the City Council of the City of Industry conducted a duly noticed special meeting on the Application and considered all testimony written and oral; and

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

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

SECTION 1: The above Recitals are true and correct and are incorporated herein by reference.

SECTION 2: All necessary public meetings and opportunities for public testimony and comment have been conducted in compliance with State law and the City's Code.

SECTION 3: The applicant submitted an Environmental Assessment form pursuant to the City's requirements. Based upon the information received and Staff's review and assessment, the proposed project is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15332 of the CEQA Guidelines (Class 32 In-fill development Projects). Class 32 consists of projects characterized as infill development meeting the following conditions: (a) the project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations; (b) The proposed development occurs within city limits on a project site of no more than five acres surrounded by urban uses; (c) The project site has no value as habitat for endangered, rare, or threatened species; (d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and (e) The site can be adequately served by all required utilities and public services.

a. The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.

   The project is consistent with the general plan designation and regulations. The permissible land uses in the Employment land use designation include such uses as distribution, warehouses, storage, and supporting ancillary uses. Additionally, the Project is consistent with General Plan Policy LU5 that states the City should provide "[h]igh quality and well-maintained properties, buildings, and infrastructure that enhance property values and encourage additional public and private investment." The Project will provide a building expansion that is of high architectural design, along with new infrastructure that will enhance the property value due to the increase in square footage. New buildings, additions, and other structures require an appraisal from the LA County Assessor's office. The value of new construction is added to the existing improvement assessed value. Also, the building expansion is consistent with Policy LU2-6, which states the City should "[s]upport the use of energy-saving designs and equipment in all new development and rehabilitation or reconstruction Projects" because the building expansion will be solar ready, it is of an energy saving design.

b. The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.

   The proposed development occurs within City limits on a property that is 5.01 acres and is surrounded by urban uses. The surrounding uses include warehouses, manufacturing, and research and development. While the Project is located on a 5.01-acre property, the actual construction will occur on 1.35 acres. The Project consists of an expansion of 24,792 square - feet of actual building and will only disturb 1.35 acres of site and therefore the infill exemption may be utilized.

c. The project site has no value as habitat for endangered, rare, or threatened species.

   The project site has no value as habitat for endangered, rare, or threatened species. The Project site is currently developed and surrounded by development. Pursuant to the General Plan Element 3. Resource Management Section 3.1: "[s]ince the city is urbanized and largely built out, it does not contain significant biological resources". Further, the Project site has no value as habitat for endangered, rare, or threatened species and does not contain any endangered habitat because it is a developed lot that has an existing industrial building and was disturbed when the original building was built and there were no environmental concerns found at the time of original construction. Furthermore, no areas of the City are within an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan as stated in the General Plan Element 3. Therefore, the Project site has no value as habitat for endangered, rare or threatened species, and the Project qualifies for an exemption under CEQA Guidelines Section 15332(c) as a Class 32 urban in-fill development under this criteria.

d. Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.

   Traffic – Less than significant traffic impacts are anticipated because the proposed development does not exceed the City's adopted VMT baseline and thresholds of significance and was screened out from further traffic analysis.

   Noise – There will be less than significant impacts to noise because the proposed Project is located in an urbanized, industrial area that currently generates noise from traffic, roads, and the surrounding industrial businesses; therefore, the impacts to noise will be negligible and not be any more significant than what the area already produces. Potential noise impacts will be further mitigated by the LA County Noise Ordinance and through the implementation of best management

practices required for construction. Also, conditions of approval will be attached (Attachment 1) requiring the Applicant, property owner, construction contractors, and business owners to comply with the Los Angeles County Noise Ordinance (Los Angeles County Code, Section 2.08.390).

Air Quality – There will be less than significant impacts to air quality because the temporary construction and post construction operations will not exceed the threshold of significance and will be conditioned (in the attached conditions of approval) that the Applicant, property owner, construction contractors, and business owners will be required to comply with the requirements of the California State Building Code, all State and Federal standards regarding air quality, and the City's General Plan and Municipal Code.

Water Quality – There will be less than significant impacts to water quality because the Project will comply with all requirements set forth by the Los Angeles County Regional Water Quality Control Board and Best Management Practices (BMPs). Also, the Project is required to have an approved Low impact Development (LID) plan and Water Quality Management Plan approved by the Engineering Department in order to construct and has already received said approval.

e. The site can be adequately served by all required utilities and public services.

The Project site is in an area where all public services and facilities are available to allow for maximum development permissible in the General Plan. All roads and utilities exist and are maintained by the City and the respective utility entities and have served the industrial use at the Property for many years and are suitable for the expansion of the building.

SECTION 4: Based upon substantial evidence presented to the City Council during the March 19, 2025, special meeting, including public testimony, and written and oral staff reports, and which includes without limitation, CEQA, the CEQA Guidelines, and the City's Municipal Code, the City Council finds as follows:

a. The site is suitable for development in accordance with the development plan.

The site is suitable for development in accordance with the development plan in that the Project is in conformance with the City's General Plan, Zoning Code and all applicable development standards outlined in Section 17.36.060 of the Zoning Code. This includes setbacks, building height, parking, and landscape standards. Further, pursuant to the provisions of the General Plan, industrial uses are permitted in the Employment land use designation, and the Project does not conflict with the established goals and objectives of the Land Use Element of the General Plan. The proposed Project is an allowable use in the Employment land use designation in that an industrial building with supporting office uses is a

permitted use, and the proposed Project is for the expansion of an existing Industrial building. The Property has an Industrial (M) Zoning Designation. The site is currently utilized by Ultimate Paperbox Company for the purposes of warehousing and manufacturing of packaging supply materials, which is permitted in the Industrial Zone. The business is seeking to expand the square footage of the existing building. The Project is in accord with the objectives of the Zoning Code because the Zoning Code designates the Project site as Industrial. The proposed development is consistent with the Industrial land use designation because it supports the primary use of a warehouse and manufacturing center for general non-hazardous merchandise. By expanding the building, the Ultimate Paperbox Company will be able to continually re-invest in the newest capital equipment to provide the most efficient and green services, all while ensuring the best quality.

b. The total development is arranged so as to avoid traffic congestion, ensure the public health, safety, and general welfare, or prevent adverse effects upon neighboring properties.

The total development is arranged to avoid traffic congestion, ensure the public health, safety, and general welfare, or prevent adverse effects upon neighboring properties, because it has been designed to minimize any potential impacts by complying with the City's Code. Furthermore, the City's Engineering Department and the Los Angeles County Fires Department have found the Project's circulation pattern to be in conformance with local, state, and federal regulations regarding circulation and traffic pattern design. Additionally, there is adequate circulation around the Project site and the parking lot, thereby avoiding any potential traffic impacts such as congestion and/or stacking.

Additionally, the San Gabriel Valley Council of Governments (SGVCOG) has developed an online VMT evaluation tool to assess whether a project is screened out from further VMT analysis using either the TPA screening criteria or the Low VMT Area Screening criteria. This tool was employed to analyze this project. The analysis concluded that the project would screen out using the Low VMT Area screening criteria as the project will generate less than the City of Industry average VMT using the Total VMT per Home-based Work metric. The Project therefore does not require any additional VMT analysis. No mitigation would be required.

The project involves expanding an existing industrial building, measuring a total of 104,154 square feet to be used for warehouse, light manufacturing, and ancillary office purposes. Activating the project will continue to benefit the general welfare of the community as it expands employment and business opportunities to the community. The proposed project will not have a significant effect on the environment and applicable conditions of approval have been incorporated into the project. Furthermore, the City's building permit process ensures that any proposed

building improvements would be built in accordance with City standards, thus protecting the public health, safety, and welfare. Therefore, it has been determined that the conditional use will not be detrimental to the public health, safety, or welfare, or be materially injurious to properties or improvements in the vicinity.

c. The development is in general accord with all elements of this title.

   The project site is designated Industrial (M) in the Zoning Ordinance, which is reserved for uses such as warehouses, manufacturing, and light manufacturing and assembly. The expansion of a light industrial building used for manufacturing packaging supplies, and ancillary office space, is consistent with the land uses intended for the Industrial zone. The project site is surrounded by a mixture of industrial and manufacturing uses and complies with or exceeds development standards for this zone. Therefore, it has been determined that the expanded light industrial building for food processing and distribution purposes is consistent with the Zoning Ordinance.

d. The development is consistent with the provisions of the general plan or any applicable redevelopment plan.

   The development is consistent with the provisions of the General Plan or any applicable redevelopment plan because the proposed building expansion is consistent with the Employment land use designation set forth in the City's General Plan. Permissible land uses in the Employment land use designation include such uses as distribution, warehouses, storage, and supporting ancillary uses. Additionally, the Project is consistent with General Plan Policy LU5 that states the City should provide "[h]igh quality and well-maintained properties, buildings, and infrastructure that enhance property values and encourage additional public and private investment." The Project will provide a building expansion that is of high architectural design, along with new infrastructure that will enhance the property value due to the increase in square footage. New buildings, additions, and other structures require an appraisal from the LA County Assessor's office. The value of new construction is added to the existing improvement assessed value. Also, the building expansion is consistent with Policy LU2-6, which states the City should "[s]upport the use of energy-saving designs and equipment in all new development and rehabilitation or reconstruction Projects" because the building expansion will be solar ready, it is of an energy saving design.

SECTION 5: Based on the foregoing, the City Council hereby approves Development Plan Application No. 24-02, subject to the Conditions of Approval, attached hereto as Attachment 1, and incorporated herein by reference, and the Notice of Exemption, and directs Staff to file same as required by law.

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

SECTION 7: That the City Clerk shall certify to the adoption of this Resolution and the same shall be in full force and effect.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Industry at a special meeting held on March 19, 2025, 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

Attachment 1

Conditions of Approval

CITY OF INDUSTRY

Standard Requirements and Conditions of Approval

Application: **Development Plan No. 24-02**

Applicant: **Matthew Lew on behalf of Donlon Builders**

Location: **15051 Don Julian Road**

Conditions of Approval

Conditions of approval are unique provisions, beyond the requirements of law, the municipal code, or standard practices that are applied to a Project by the City Council per Section 17.36.080 of the Zoning Code. Please note that if the design of your Project or site conditions change, the conditions of approval may also change. If you have any questions regarding these requirements, please contact the City of Industry.

For purposes of these conditions, the term "Property Owner" shall include any party or parties other than the Successor Agency to the Industry Urban-Development Agency, and/or the City of Industry.

PLANNING DIVISION

Development Plan Conditions

1. The Applicant and Property Owner shall file an executed and acknowledged Acceptance of Terms and Conditions of Development Plan No. 24-02 within 10 calendar days after the approval of said entitlements. The Applicant and Property Owner understand and agree that approval of the Resolution for Development Plan No. 24-02 will be of no force or effect unless such written consent is submitted to the City within the stated 10-day period.

2. Failure to comply with any of the conditions set forth herein, or as subsequently amended in writing by the City, may result in failure to obtain a building final and/or a Certificate of Occupancy until full compliance is reached. The City's requirement for full compliance may require minor corrections and/or complete demolition of a noncompliant improvement, regardless of costs incurred, where the Project does not comply with design requirements and approvals that the Applicant agreed to when permits were pulled to construct the Project.

3. Construction plans submitted for Building Permits shall be in substantial compliance with plans approved by the City Council on March 19, 2025. Any modifications to the use, building, site, or Project description shall be subject to review and approval by the Planning Department and may require a separate planning entitlement review process.

4. A copy of the conditions of approval provided herein shall be included in the construction documentation package for the Project, which shall be continuously

maintained on site during construction.

5. It shall be the responsibility of the Property Owner and Applicant to ensure that any required permits, inspections, and approvals from any regulatory agency shall be obtained from the agency concerned prior to the establishment of the use.

6. The Project uses shall always operate in a manner that is not detrimental to surrounding properties or residents by reason of lights, noise, activities, parking, or other actions.

7. All building corners shall be established by a licensed surveyor prior to construction of the foundation.

8. Prior to issuance of a building permit, the Applicant shall submit a Lighting Plan showing locations and height of all exterior lighting fixtures with arrows showing the direction of light being cast by each fixture for review and approval of the City of Industry Planning Department, the Los Angeles County Building and Safety Department, and the Los Angeles County Sheriff's Department.

9. The Lighting Plan shall ensure any exterior night lighting installed on the Project site is of low intensity, low glare design, minimum height, and shall be hooded to direct light downward onto the subject lot and prevent spill-over onto adjacent lots. The fixtures will be reviewed for quality, aesthetics, illumination values, sustainability values such as LED and shall be decoratively and architecturally consistent with the building design. The location, height, style, and design shall be reviewed and approved by the City of Industry Planning Department and the Los Angeles County Building and Safety Department.

10. A complete landscape/irrigation package prepared by a landscape architect licensed by the State of California shall be reviewed and approved by the City of Industry Planning Department prior to issuance of building permit. The plans shall include the following elements: a. Water conservation concept statement. b. Calculation of maximum applied water allowance. c. Calculation of estimated total water use. d. Landscape design plan. e. Irrigation design plan. f. Certificate of substantial completion. g. The landscape plan shall demonstrate compliance with Zoning Ordinance requirements related to minimum dimensions and percentages of landscaping in parking areas, including required front yard setback landscaping.

11. The Applicant shall install said landscaping and irrigation system and shall have a licensed landscape architect or licensed landscape contractor, certify in writing that it was installed in accordance with the approved plan. Said written certification shall be submitted to the Planning Department prior to the issuance of certificates of use and occupancy

12. The landscape irrigation system shall be designed to accept recycled water from future recycled water lines, which are currently being planned to be in the area. The irrigation plan, which is submitted to the City for approval per Chapter 13.18 of the Municipal Code, shall be designed and clearly noted to allow the transition from potable water to recycled water when and if recycled water lines are eventually installed in the immediate vicinity.

13. All irrigation systems shall function properly, and landscaping shall be maintained in a healthy and thriving condition. The maintenance of landscaping and the irrigation system shall be permanently provided for all areas of the Project site, as well as walkways and the portion of public rights-of-way abutting the Project site. Furthermore, the plans shall identify responsibility for the continued maintenance.

14. Trash enclosures shall be provided with three decorative walls, enhanced wall caps, a pedestrian entrance, a gate, and a structural steel cover, in a style compatible with the structure's architecture. The gate shall be maintained in working order and shall remain closed except when it is in use.

15. Storage use and removal of toxic substances, solid waste, and flammable liquids shall conform to all applicable federal, state, and local regulations. All required licensing shall always be maintained in good order.

16. All proposed mechanical units, air conditioning equipment, blowers, make-up air units, ducts, etc. shall be shown on the building permit plans. The Applicant shall effectively screen from view all ducts, blowers, air conditioning equipment, and any other mechanical equipment, whether on the structure, on the ground, or on the roof, with materials architecturally compatible with the building. Screening details shall be shown on the plans submitted for issuance of building permits, the adequacy of which shall be determined by the Planning Department. All required screening shall be provided prior to occupancy. The construction plans shall include appropriate elevations and cross-section drawings demonstrating how such equipment is to be screened from view (include dimensions, materials, colors, etc.).

17. All ground mounted utility structures such as transformers and back flow prevention valves shall be located out of view from a public street or screened using landscaping and/or masonry walls.

18. A bumper guard or wheel stops shall be provided, where necessary, to protect the structure or parked vehicle.

19. The Applicant, and/or Property Owner shall arrange for a final inspection by representatives of the City of Industry Planning Department, the Los Angeles County Building and Safety Department, the City of Industry Public Works Department, and the Los Angeles County Fire Department prior to the release of occupancy. Any discrepancy between the approved plans and the field conditions shall be remedied prior to occupancy such that the field condition is consistent with the approved plans.

20. Pedestrian paths shall be maintained in such manner to allow the safe and convenient passage of people across drive aisles. Pedestrian pathways shall be clearly marked with paint and/or enhanced paving materials and designated with adequate and appropriate signage. Pedestrian pathways adjacent to the drive aisles shall be separated by a raised curb or other device to ensure a safe and adequate separation between pedestrians and motor vehicles.

21. Prior to any permit issuance, the Applicant shall provide a letter to the Planning Department that certifies that the following will be adhered to during all stages of development:

    a. All equipment used on site meets the EPA Tier 4 Interim emissions standards for off-road diesel-powered construction equipment with more than 50 horsepower, unless it can be demonstrated to the City that such equipment is not available. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 4 diesel emissions control strategy for a similarly sized engine, as defined by CARB's regulations.

    b. All equipment used on site has emission noise control parts in place and has not been altered in any way from their initial condition as delivered from the factory.

    c. A list of all operating equipment in use on the construction site including the make, model, and numbers of each piece of equipment.

    d. All equipment shall be properly serviced and maintained in accordance with the manufacturer's recommendations.

    e. All nonessential idling of construction equipment is limited to no more than five minutes or less in compliance with Section 2449 of the California Code of Regulations, Title 13, Article 4.8, Chapter 9.

22. Prior to issuance of grading permits, the Applicant shall identify to the Planning Department a construction relations officer to function as a community liaison concerning on-site activity, including resolution of issues related to dust generation from grading/paving activities.

23. Electronic gates shall be equipped with a Knox electric switch and an alternative energy back-up system, such as a generator or battery, which would allow operation of the security gate(s) during an electrical power outage. Access through the gates shall be provided for both the Los Angeles County Fire and Sheriff Departments. The location of Knox boxes shall be shown on the building plans and approved by both the Los Angeles County Fire Department and the Los Angeles County Sheriff Department.

24. A note shall be added to the building plans stating that the construction contractor shall only use interior and exterior paints with a VOC content of 90 grams per liter (g/L) or less for the building structures to reduce VOC emissions. Prior to issuance

of building permits, the construction contractor shall provide documentation to the satisfaction of the Planning Department that verifies use of coatings with a VOC content of 90 g/L or less.

25. The Applicant/Property Owner shall comply with all surface drainage and driveway requirements set forth in the City's Code.

26. The building expansion will look identical to the existing building in that the finish of the insulated panels will be of a stucco finish matching the existing building.

27. The building expansion will be painted to match the existing building's beige color. The existing building will be washed and painted as needed.

BUILDING DIVISION

28. The Project shall comply with the adopted California Model Code (California Code of Regulations, Title 24).

29. The Project shall comply with the applicable provisions of the California Green Building Standards Code and provide at least 15% of the rooftop area for solar photovoltaic power.

30. Prior to the issuance of any permit a soils report is required to be submitted to the Building Division for review and approval.

31. The Project shall provide Americans with Disabilities Act (ADA) compliance accessibility to public right-of-way.

32. The Project shall provide Americans with Disabilities Act (ADA) compliance throughout the site.

PUBLIC WORKS AND ENGINEERING

33. The Applicant shall provide drainage and grading plans to be approved by the City Engineer prior to the issuance of a building permit. Such plans shall be in substantial conformity with the development plans.

34. The Applicant shall supply sanitary sewer facilities to serve all buildings to the satisfaction of the City Engineer prior to the final approval of the development and hook-up utilities.

35. Depending upon the nature of the proposed use, the Applicant shall obtain an Industrial Waste Permit or receive Domestic Wastewater Clearance from the City Engineer.

36. The Applicant/Property Owner shall remove damaged sidewalk and construct new sidewalk along the property frontage.

37. The Applicant shall use the City of Industry Benchmark's (NAVD-29) for all construction plans. Contact the City's survey department for benchmark

information.

38. The Applicant must use the City of Industry Standard Plans.

39. The Applicant shall construct storm drains and water quality devices to the satisfaction of the City Engineer prior to the final approval of the development and the hook-up of utilities.

40. The Applicant shall construct driveway approach compliant with ADA regulations for Path of Travel and sidewalk access. A four-foot wide street dedication for sidewalk purposes may be required across the reconstructed driveways.

41. Prior to the issuance of building permits for any interior improvements that serve to create separate units within the building, the Applicant shall consult with the City Engineer and demonstrate that each separate unit is equipped with its own sewer line and that the sewer lines join together before the connection to the main sewer line. This will allow for the addition of a clarifier or grease interceptor if required to serve future tenants/uses in the building.

42. In conformance with Chapter 13.16 of the Municipal Code, and prior to the start of grading and construction, the Applicant shall provide a Stormwater Pollution Prevention Plan (SWPPP), developed by a Qualified SWPPP Developer (QSD) and consistent with the current National Pollutant Discharge Elimination System (NPDES) construction general permit, along with proof that a Waste Discharger Identification (WDID) Number has been obtained, to the City Engineer for review and approval.

43. In conformance with Chapter 13.16 of the Municipal Code, the Applicant shall provide:

    a. A Low Impact Development (LID) plan; and 2) an operations, maintenance, and monitoring plan to the City Engineer for review and approval. Upon approval, the Applicant shall construct storm drains and water quality devices according to the approved plans and the satisfaction of the City Engineer. Prior to building final and/or issuance of the certificate of occupancy, the Applicant shall provide the City Engineer with a signed and recorded covenant and agreement stating that the Property and all structural or treatment control Best Management Practices (BMPs) will be maintained in compliance with the municipal NPDES permit (also sometimes called the MS4 permit) and other applicable regulatory requirements.

44. Applicant shall construct a complete street light system (conduits, pull boxes, pole foundations, poles, luminaires, wires, metering pedestal etc.) based on the streetlight design approved by the City Engineer. Contact the City's Industry Public Utility for preliminary design guidelines.

45. Prior to obtaining a Certificate of Occupancy Applicant shall submit digital copies of as-built plans to the City Engineer.

46. Prior to the close out of the grading permit the Applicant shall video via CCTV or any other applicable method all sewer and storm drains on-site and submit to the

City Engineer for approval.

CODE REQUIREMENTS AND STANDARDS

The following is a list of general planning conditions, code requirements and standards deemed applicable to the proposed Project. The list is intended to assist the Applicant by identifying requirements that must be satisfied during the various stages of Project permitting, implementation, and operation. It should be noted that this list is in addition to any "conditions of approval" adopted by the City Council and noted above. Please note that if the design of your Project or site conditions changes, the list may also change. If you have any questions regarding these requirements, please contact the City of Industry.

47. The Applicant and/or successor in interest shall comply with all Federal, State, County, and local laws, rules, and ordinances.

48. The Applicant shall pay off all existing deficit deposit accounts associated with processing this permit. The Applicant shall provide a receipt to the Planning Department, which shows that all discretionary deposit accounts have been paid. No Certificate of Occupancy or Final Planning Division Inspection will be issued/completed if there are deficit deposit accounts.

49. Current and future property owners, business managers, operators, successors, assigns, etc. shall be responsible for ensuring and complying with all conditions of approval contained herein.

50. The Applicant shall abide and continue to comply with all previous City approvals, permits, or requirements relating to the subject property, unless explicitly superseded or revised by this Approval.

51. The Applicant/Property Owner shall construct adequate fire protection facilities to the satisfaction of the Los Angeles County Fire Department.

52. The Applicant/Property Owner shall supply sanitary sewer facilities to serve all buildings to the satisfaction of the City Engineer. One sewer connection per parcel is permitted and, in the case of multiple units or buildings, all sewer lines must join at the connection point.

53. The Applicant/Property Owner shall provide drainage and grading plans to be approved by the City Engineer prior to the issuance of any building permit. Such plans shall be in substantial conformity with the approved development plans.

54. In conformance with Chapter 13.16 of the Municipal Code and prior to the start of grading and construction, the Applicant/Property Owner shall provide a Storm Water Pollution Prevention Plan (SWPPP), developed by a Qualified SWPPP Developer (QSD) and consistent with the current National Pollutant Discharge Elimination System (NPDES) construction general permit, along with proof that a Waste Discharger Identification (WDID) Number has been obtained, to the City Engineer for review and approval.

55. Demolition and construction operations shall be limited to the hours prescribed by the Los Angeles County Noise Ordinance (Los Angeles County Code, Section 12.08.390).

56. Should archeological resources be uncovered during site preparation, grading, or excavation, work shall be stopped for a period not to exceed 14 days. The finding shall be immediately evaluated for significance by a county-certified archaeologist. If the archaeological resources are found to be significant, the archaeologist shall perform data recovery, professional identification, radiocarbon dates as applicable, and other special studies; submit resources to the California State University Fullerton; and provide a comprehensive final report including appropriate records for the California Department of Parks and Recreation (Building, Structure, and Object Record; Archaeological Site Record; or District Record, as applicable).

57. Hours of construction are limited to 7:00 am to 7:00 pm Monday through Saturday with no construction on Sundays.

INTERPRETATION AND ENFORCEMENT

58. The City of Industry Planning Department, the Los Angeles County Building and Safety Department, the City of Industry Public Works Department, and the Los Angeles County Fire Department shall be responsible for ensuring compliance with all applicable code requirements and conditions of approval.

59. The Planning Department may interpret the implementation of each condition of approval and, with advanced notice, grant minor amendments to approved plans and/or conditions of approval based on changed circumstances, latest information, and/or relevant factors if the spirit and intent of the approved condition of approval is satisfied. Permits shall not be issued until the proposed minor amendment has been reviewed and approved for conformance with the intent of the approved condition of approval. If the proposed changes are substantial in nature, an amendment to the original entitlement may be required pursuant to the provisions of Industry Municipal Code.

INDEMNIFICATION

60. The Applicant and any of its heirs, successors and assigns, shall defend, indemnify, and hold harmless the City and its elected officials, officers, employees, agents and volunteers (“City Indemnitees”) from any claim, action or proceedings, liability cost, including attorneys’ fees and costs against the City Indemnitees, caused or alleged to have been caused by reason of the Applicant’s activities in connection with Development Plan No. 24-02. This indemnity provision applies to all damages and claims for damages, as described above, regardless of whether the City prepared, supplied, or approved the plans, specifications, or other documents for Development Plan No. 24-02.

61. In the event of any legal action challenging the validity, applicability, or interpretation of any provision of this approval, including the environmental review, or any other

supporting document relating to Development Plan 24-02, the Applicant and its successors and assigns, shall indemnify, defend and hold harmless the City Indemnitees, and each of them, with respect to all liability, costs and expenses incurred by, and/or awarded against, the City Indemnitees in relation to such action. The City shall have the right to select counsel of its choice.

62. The City shall promptly notify Applicant of any claim, action or proceeding, and shall cooperate fully in the defense thereof.

END OF CONDITIONS