CITY COUNCIL
REGULAR MEETING
AGENDA

JUNE 26, 2025 AT 9:00 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 City Council on any matter listed on the Agenda. In order to conduct a timely meeting, there will be a one-minute time limit per person for any matter listed on the Agenda. Anyone wishing to speak to the City Council is asked to complete a Speaker's Card which can be found at the back of the room and at the podium. The completed card should be submitted to the City Clerk prior to the Agenda item being called and prior to the individual being heard by the City Council.

Public Comments (Non-Agenda Items): Anyone wishing to address the City Council on an item not on the Agenda may do so during the "Public Comments" period. In order to conduct a timely meeting, there will be a one-minute time limit per person for the Public Comments portion of the Agenda. State law prohibits the City Council from taking action on a specific item unless it appears on the posted Agenda. Anyone wishing to speak to the City Council is asked to complete a Speaker's Card which can be found at the back of the room and at the podium. The completed card should be submitted to the City Clerk prior to the Agenda item being called by the City Clerk and prior to the individual being heard by the City Council.

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: 258 759 184 361 8
Passcode: ut6vH3mf

Or call in (audio only)
+1 657-204-3264,
Phone Conference ID: 898 882 587#

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 Mayor Dave Way, City of Industry, California, at the office of the City Clerk during regular business hours, Monday through Thursday 8:00 a.m. to 5:00 p.m., Fridays 8:00 a.m. to 4:00 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.

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 January 26, 2025

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

6.2. Consideration of a Professional Services Agreement with Prince Global Solutions, LLC, for lobbying services at the Federal level, in an amount not-to-exceed $250,000.00, through June 30, 2028

RECOMMENDED ACTION: Approve the Agreement

6.3. Consideration of Resolution No. CC 2025-26 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO THE GABRIEL FOUNDATION, IN THE AMOUNT OF ONE HUNDRED TWENTY THOUSAND DOLLARS ($120,000.00), FOR THE INDUSTRY HILLS CHARITY PRO RODEO

RECOMMENDED ACTION: Adopt Resolution No. CC 2025-26.

6.4. Consideration of Resolution No. 2025-23, a Resolution of the City Council of the City of Industry, California, Approving Blanket Purchase Orders for Vendors Totaling $10,000.00 and Over for FY 2025-2026

RECOMMENDED ACTION: Adopt Resolution No. 2025-23

6.5. Consideration of Resolution No. CC 2025-17 – A Resolution of the City Council of the City of Industry, California Approving and Establishing the Fiscal Year 2025-2026 Appropriations Limit, and Selecting the Growth in the California per Capita Personal Income and Population Growth Adjustment Factors for the County of Los Angeles, Pursuant to Article XIIIB of the California Constitution

RECOMMENDED ACTION: Adopt Resolution No. CC 2025-17

6.6. Consideration of Amendment No. 2 to a Professional Services Agreement with Jeff Parriott Photographic Services, for Historical Photographic Services, extending the term through June 30, 2030, increasing compensation by $300,000.00, amending the Scope of Services, Rate Schedule, indemnity language specific to independent contractors, and contact information for notices to the City and City Attorney's office

RECOMMENDED ACTION: Approve the Amendment.

6.7. Consideration of Amendment No. 1 to the Professional Services Agreement with Keenan & Associates, Broker of Record Designation Services extending the term through June 30, 2028, at a cost of $152,974.00, and updating the Rate Schedule

RECOMMENDED ACTION: Approve Amendment No. 1

6.8. Consideration of Resolution No. CC 2025-28 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, DECLARING MEMBERSHIP IN THE CALIFORNIA INTERGOVERNMENTAL RISK AUTHORITY (CIRA) AND PARTICIPATION IN THE LIABILTY PROGRAM, APPROVE THE CIRA AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

RECOMMENDED ACTION: Adopt Resolution CC 2025-28

6.9. Consideration of Notice of Completion for Contract No. CITY-1489, Fire Damage Repair of EV and Solar Energy System at Metrolink Station with Golden Sun Firm

RECOMMENDED ACTION: Authorize the Public Works Director to execute the Notice of Completion.

6.10. Consideration of Professional Services Agreement with The Dry Utility Group, Inc., for on-call electrical engineering services, in an amount not-to-exceed $400,000.00, through June 30, 2028

RECOMMENDED ACTION: Approve the Agreement

6.11. Consideration of Amendment No. 5 to the Professional Services Agreement with Enterprise Maps, LLC, for technical support services for the City's GIS infrastructure, extending the term through June 30, 2029, revising the scope of services, revising the rate schedule, and increasing compensation by $520,000.00 (MP 16-06)

RECOMMENDED ACTION: Approve the Amendment

6.12. Consideration of Amendment No. 4 to the Professional Services Agreement with Advanced Avant-Garde Corporation, dba Avant-Garde, Inc., for contract and funding administration services, extending the term through June 30, 2029, and updating the Rate Schedule

RECOMMENDED ACTION: *Approve the Amendment*

6.13. Consideration of a Professional Services Agreement with NHA Advisors, LLC, for financial advisory services to the City, in an amount not-to-exceed $50,000.00, through June 30, 2030

RECOMMENDED ACTION: *Approve the Agreement*

6.14. Consideration of Resolution No. CC 2025-29 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING AND ADOPTING THE 2025 PAVEMENT MANAGEMENT PLAN

RECOMMENDED ACTION: *Adopt Resolution No. CC 2025-29*

6.15. Consideration of Award of Contract No. CITY-1534, Streetlight Improvements at Proctor Avenue from Valley Boulevard to Turnbull Canyon Road and Newquist Place to Asplundh Construction, LLC in an amount not to exceed $798,659.39 and adopt Notice of Exemption regarding same (MP 02-05#25)

RECOMMENDED ACTION: *Award the contract to Asplundh Construction, LLC in the amount of $798,659.39*

6.16. Consideration of Resolution No. CC 2025-27 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING DONATIONS TO NINE NON-PROFIT ORGANIZATIONS AND PUBLIC AGENCIES FOR AMOUNTS UP TO FIVE THOUSAND DOLLARS ($5,000.00) EACH, THROUGH JUNE 30, 2026

RECOMMENDED ACTION: *Adopt Resolution No. CC 2025-27*

7. ACTION ITEMS

7.1. Consideration of Appointment for One (1) Upcoming Vacant Seat on the Industry Property and Housing Management Authority

RECOMMENDED ACTION: *Discuss and make appointment to the Industry Property and Housing Management Authority and/or provide additional direction to Staff.*

8. PUBLIC HEARINGS-NONE

9. CLOSED SESSION

9.1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code section 54956.9(1)(d)
Case: *City of Industry v. San Gabriel Valley Water and Power, LLC, et al.*
Los Angeles Superior Court Case No. 19STCV10150

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

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

10. CITY MANAGER REPORTS

11. AB 1234 REPORTS

12. CITY COUNCIL COMMUNICATIONS

13. PUBLIC COMMENTS

14. Adjournment. The next regular City Council Meeting is Thursday, July 10, 2025, at 9:00 AM.

ITEM NO. 6.1

CITY OF INDUSTRY
AUTHORIZATION FOR PAYMENT OF BILLS
CITY COUNCIL MEETING OF JUNE 26, 2025

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
100	GENERAL FUND	6,222,879.79
103	PROP A FUND	6,232.38
107	MEASURE W FUND	70,120.47
120	CAPITAL IMPROVEMENTS	242,312.20
TOTAL ALL FUNDS		6,541,544.84

BANK RECAP:

BANK	NAME	DISBURSEMENTS
BOFA	BANK OF AMERICA - CKING ACCOUUNT	2,994,230.76
PROP/A	PROP A - CKING ACCOUNT	6,232.38
M/W	MEASURE W - CKING ACCOUNT	70,120.47
WFBK	WELLS FARGO - CKING ACCOUNT	3,470,961.23
TOTAL ALL BANKS		6,541,544.84

APPROVED PER CITY MANAGER

Joshua Nelson

DATE

6/18/25

CITY OF INDUSTRY
BANK OF AMERICA
June 26, 2025

Check	Date	Payee Name	Check Amount

CITYGEN.CHK - City General

WT1420	05/08/2025		**JOHN HANCOCK USA**		$6,279.86
	Invoice	Date	Description	Amount	
	4/12/25-4/25/25	05/08/2025	PARS CONTRIBUTIUONS FOR 4/12/25-4/25/25	$6,279.86	
WT1421	05/14/2025		**MIDAMERICA ADMINISTRATIVE & RET**		$81,268.37
	Invoice	Date	Description	Amount	
	JUN/JUL2025	05/14/2025	RETIREE HEALTH PREMIUM REIMBURSEMENTS	$81,268.37	
WT1422	06/18/2025		**JOHN HANCOCK USA**		$6,682.53
	Invoice	Date	Description	Amount	
	5/24/25-6/6/25	06/18/2025	PARS CONTRIBUTIONS FOR 5/24/25-6/6/25	$6,682.53	
24602	05/07/2025		**CITY OF INDUSTRY**		$500,000.00
	Invoice	Date	Description	Amount	
	5/7/25	05/07/2025	TRANSFER FUNDS-TO COVER HAND CHECKS	$500,000.00	
24603	06/12/2025		**CITY OF INDUSTRY**		$2,400,000.00
	Invoice	Date	Description	Amount	
	6/12/2025	06/12/2025	TRANSFER FUNDS-CITY REG 6/12/25	$2,400,000.00	

Checks	Status	Count	Transaction Amount
	Total	**5**	**$2,994,230.76**

CITY OF INDUSTRY
PROP A
June 26, 2025

Check	Date			Payee Name	Check Amount
PROPA.CHK - Prop A Checking					
90689	06/18/2025			WALNUT VALLEY WATER DISTRICT	$37.15
	Invoice	Date	Description	Amount	
	5349476	06/10/2025	5/1-5/31/25 SVC-PLATFORM METROLINK BREA CYN RD	$37.15	
90690	06/26/2025			INDUSTRY SECURITY SERVICES	$5,564.80
	Invoice	Date	Description	Amount	
	SG-ML-2041	06/06/2025	SECURITY SVC-METROLINK	$2,782.40	
	SG-ML-2042	06/13/2025	SECURITY SVC-METROLINK	$2,782.40	
90691	06/26/2025			JANUS PEST MANAGEMENT	$75.00
	Invoice	Date	Description	Amount	
	284601	06/11/2025	PEST SVC-METROLINK	$75.00	
90692	06/26/2025			VALLEY VISTA SERVICES, INC	$555.43
	Invoice	Date	Description	Amount	
	2377575	06/01/2025	DISP SVC-METROLINK	$555.43	

Checks	Status	Count	Transaction Amount
	Total	**4**	**$6,232.38**

CITY OF INDUSTRY
MEASURE W
June 26, 2025

Check	Date	Payee Name	Check Amount

MEASUREW.WF.CHK - Measure W Wells Fargo Checking

300159	06/26/2025			ANNEALTA GROUP	$66,274.25
	Invoice	Date	Description	Amount	
	497-3596	06/16/2025	STORMWATER COMPLIANCE-MAY 2025	$66,274.25	
300160	06/26/2025			CASC ENGINEERING AND CONSULTIN	$1,815.00
	Invoice	Date	Description	Amount	
	53306	04/30/2025	NPDES CONSULTING SVC	$1,815.00	
300161	06/26/2025			CITY OF INDUSTRY	$2,031.22
	Invoice	Date	Description	Amount	
	6/6/2025	06/06/2025	REIMBURSEMENT TO CITY FOR SCE CHECK #85130	$2,031.22	

Checks	Status	Count	Transaction Amount
	Total	3	$70,120.47

CITY OF INDUSTRY
WELLS FARGO WIRE TRANSFERS
June 26, 2025

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
WT10074	06/17/2025			INDUSTRY PROPERTY & HOUSING AU	$27,000.00
	Invoice	Date	Description	Amount	
	6/17/2025	06/17/2025	TRANSFER FUNDS-IPHMA REG 6/11/25	$27,000.00	
WT10075	06/17/2025			CIVIC RECREATIONAL INDUSTRIAL AU	$450,000.00
	Invoice	Date	Description	Amount	
	6/17/2025	06/17/2025	TRANSFER FUNDS-CRIA REG 6/11/25	$450,000.00	

Checks	Status	Count	Transaction Amount
	Total	**2**	**$477,000.00**

CITY OF INDUSTRY
WELLS FARGO VOIDED CHECKS
June 26, 2025

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
85287	06/12/2025		06/17/2025	L A COUNTY DEPT OF PUBLIC WORKS	($62,074.10)
	Invoice	Date	Description		Amount
			VOIDED-CK PRINT ERROR		
	00440970	05/14/2025	PLAN CHECK FEES FOR PERMIT BLDC241101001301		($5,002.17)
	IN250000860	05/22/2025	BLDG & SAFETY-ONE STOP SHOP FOR MAR 2025		($57,071.93)

Checks	Status	Count	Transaction Amount
	Total	1	($62,074.10)

CITY OF INDUSTRY
WELLS FARGO BANK
June 26, 2025

Check	Date	Payee Name	Check Amount

CITY.WF.CHK - City General Wells Fargo

Check	Date	Payee Name	Check Amount
85322	06/11/2025	ALCHEMY KITCHEN LLC	$45,174.22

Invoice	Date	Description	Amount
06212025	06/04/2025	FOOD FOR CITY BBQ LUNCHEON ON 6/21/25	$45,174.22

Check	Date	Payee Name	Check Amount
85323	06/11/2025	BLUETRITON BRANDS INC	$216.01

Invoice	Date	Description	Amount
05F8710153543	05/14/2025	EQUIPMENT PICK UP	$216.01

Check	Date	Payee Name	Check Amount
85324	06/11/2025	DIRECTV - FOR BUSINESS	$107.00

Invoice	Date	Description	Amount
034740128X250531	05/31/2025	RSN/TV ACCESS FEES	$107.00

Check	Date	Payee Name	Check Amount
85325	06/11/2025	GRANITE TELECOMMUNICATIONS, LL	$343.51

Invoice	Date	Description	Amount
698921478	06/01/2025	PHONE SVC FOR FIRE ALARMS-HOMESTEAD	$343.51

Check	Date	Payee Name	Check Amount
85326	06/11/2025	TPX COMMUNICATIONS	$4,597.99

Invoice	Date	Description	Amount
185771417-0	05/31/2025	INTERNET SVC-CITY HALL/METRO SOLAR	$4,597.99

Check	Date	Payee Name	Check Amount
85327	06/11/2025	TPX COMMUNICATIONS	$671.22

Invoice	Date	Description	Amount
185754226-0	05/31/2025	TEL/INTERNET-HOMESTEAD	$671.22

Check	Date	Payee Name	Check Amount
85328	06/11/2025	AT & T	$4,973.70

Invoice	Date	Description	Amount
6861432010	05/23/2025	4/19-5/18/25 SVC-600 S BREA CYN - METROLINK	$179.00
6855692018	05/29/2025	5/29-6/28/25 SVC-METROLINK T1 CIRCUIT	$4,794.70

CITY OF INDUSTRY
WELLS FARGO BANK
June 26, 2025

Check	Date	Payee Name	Check Amount

CITY.WF.CHK - City General Wells Fargo

85329	06/11/2025			INDUSTRY PUBLIC UTILITIES	$1,055.54
	Invoice	Date	Description	Amount	
	2025-00001996	06/01/2025	3/17-5/16/25 SVC-VALLEY & 7TH (IRRI)	$1,055.54	
85330	06/11/2025			ROWLAND WATER DISTRICT	$2,228.83
	Invoice	Date	Description	Amount	
	2025-00001984	05/21/2025	4/6-5/6/25 SVC-AZUSA AVE	$90.63	
	2025-00001985	05/21/2025	4/6-5/6/25 SVC-AZUSA AVE - CENTER	$87.26	
	2025-00001986	05/21/2025	4/6-5/6/25 SVC-930 S AZUSA AVE	$571.39	
	2025-00001987	05/21/2025	4/6-5/6/25 SVC-17401 E VALLEY BLVD	$843.56	
	2025-00001988	05/21/2025	4/6-5/6/25 SVC-18044 ROWLAND ST	$173.80	
	2025-00001989	05/21/2025	4/6-5/6/25 SVC-HURLEY ST & VALLEY BLVD	$462.19	
85331	06/11/2025			SAN GABRIEL VALLEY WATER CO.	$245.57
	Invoice	Date	Description	Amount	
	2025-00002001	05/29/2025	4/28-5/28/25 SVC-IRRIG SALT LAKE/SEVENTH	$245.57	
85332	06/11/2025			SOCALGAS	$21.06
	Invoice	Date	Description	Amount	
	2025-00001994	06/02/2025	4/29-5/29/25 SVC-710 NOGALES ST	$5.60	
	2025-00001995	06/02/2025	4/29-5/29/25 SVC-1015 NOGALES ST	$15.46	
85333	06/11/2025			SOUTHERN CALIFORNIA EDISON	$61,922.00
	Invoice	Date	Description	Amount	
	2025-00001991	05/23/2025	4/24-5/22/25 SVC-VARIOUS SITES	$924.01	
	2025-00001992	05/28/2025	4/28-5/27/25 SVC-205 N HUDSON AVE	$386.19	
	2025-00001993	05/28/2025	4/28-5/27/25 SVC-15660 STAFFORD ST	$2,533.02	
	2025-00002002	05/30/2025	4/15-5/14/25 SVC-VARIOUS SITES	$1,995.46	
	2025-00002003	06/02/2025	5/1-5/31/25 SVC-VARIOUS SITES	$9,401.38	

CITY OF INDUSTRY
WELLS FARGO BANK
June 26, 2025

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	2025-00002004	06/02/2025	5/1-5/31/25 SVC-VARIOUS SITES		$10,549.06
	2025-00002005	06/02/2025	5/1-5/31/25 SVC-1 VALLEY/AZUSA		$28.43
	2025-00002006	06/02/2025	5/1-5/31/25 SVC-VARIOUS SITES		$27,229.51
	2025-00002007	06/02/2025	5/1-5/31/25 SVC-VARIOUS SITES		$211.02
	2025-00002008	06/02/2025	5/1-5/31/25 SVC-VARIOUS SITES		$126.98
	2025-00002009	06/02/2025	5/1-5/31/25 SVC-NOGALES ST/SAN JOSE		$195.46
	2025-00002010	06/03/2025	5/2-6/2/25 SVC-15625 MAYOR DAVE WAY		$7,978.38
	2025-00002011	06/02/2025	5/1-5/31/25 SVC-600 S BREA CYN		$363.10
85334	06/11/2025			**SOUTHERN CALIFORNIA EDISON**	$1,216.85
	Invoice	Date	Description	Amount	
	2025-00001990	05/28/2025	4/28-5/27/25 SVC-15530 STAFFORD ST	$1,216.85	
85335	06/11/2025			**SUBURBAN WATER SYSTEMS**	$1,248.41
	Invoice	Date	Description	Amount	
	180023177665	05/27/2025	4/25-5/27/25 SVC-AZUSA & GEMINI	$1,248.41	
85336	06/11/2025			**VERIZON WIRELESS - LA**	$853.00
	Invoice	Date	Description	Amount	
	6114513328	05/26/2025	4/27-5/26/25 SVC-VARIOUS WIRELESS SVC	$853.00	
85337	06/18/2025			**L A COUNTY DEPT OF PUBLIC WORKS**	$57,071.93
	Invoice	Date	Description	Amount	
	IN250000860	05/22/2025	BLDG & SAFETY-ONE STOP SHOP FOR MAR 2025	$57,071.93	
85338	06/18/2025			**AT & T**	$8.59
	Invoice	Date	Description	Amount	
	2025-00002061	06/01/2025	6/1-6/30/25 SVC-CITY WHITE PGS LISTING	$8.59	

CITY OF INDUSTRY
WELLS FARGO BANK
June 26, 2025

Check	Date	Payee Name	Check Amount

CITY.WF.CHK - City General Wells Fargo

85339	06/18/2025		BCN TELECOM, INC.		$167.01
	Invoice	Date	Description	Amount	
	23936907	06/15/2025	PHONE LINE FOR ELEVATOR-CITY HALL	$167.01	
85340	06/18/2025		FRONTIER		$1,662.74
	Invoice	Date	Description	Amount	
	2025-00002062	06/01/2025	6/1-6/30/25 SVC-VARIOUS SITES	$1,435.36	
	2025-00002063	06/02/2025	6/2-7/1/25 SVC-1015 NOGALES ST	$77.89	
	2025-00002064	06/02/2025	6/2-7/1/25 SVC-IH GOLF COURSE FUEL PUMP	$149.49	
85341	06/18/2025		INDUSTRY PUBLIC UTILITY COMMISSI		$21,480.59
	Invoice	Date	Description	Amount	
	2025-00002067	06/10/2025	5/1-6/1/25 SVC-16296 TEMPLE AVE A	$12.65	
	2025-00002068	06/10/2025	5/1-6/1/25 SVC-19296 TEMPLE AVE B	$256.22	
	2025-00002069	06/10/2025	5/1-6/1/25 SVC-600 BREA CYN RD	$11,848.63	
	2025-00002070	06/10/2025	5/1-6/1/25 SVC-600 S BREA CYN RD CHARGING STN	$9,363.09	
85342	06/18/2025		MUTUAL OF OMAHA - PAYMENT PROC		$1,012.50
	Invoice	Date	Description	Amount	
	5/30/2025	05/30/2025	LIFE INSURANCE PREMIUM-JOSH (JUL-SEP 2025)	$1,012.50	
85343	06/18/2025		PACIFIC CREST YOUTH ARTS ORGAN		$10,000.00
	Invoice	Date	Description	Amount	
	6/16/2025	06/16/2025	DONATION-DRUM CORPS AT THE ROSE BOWL	$10,000.00	
85344	06/18/2025		ROWLAND WATER DISTRICT		$1,419.41
	Invoice	Date	Description	Amount	
	2025-00002052	06/11/2025	5/6-5/27/25 SVC-AZUSA AVE - RC	$86.58	
	2025-00002053	06/11/2025	5/6-5/27/25 SVC-755 NOGALES AT - RC	$269.18	

CITY OF INDUSTRY
WELLS FARGO BANK
June 26, 2025

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2025-00002054	06/11/2025	5/6-5/27/25 SVC-909 U NOGALES ST - IRR	$157.00
	2025-00002055	06/11/2025	5/6-5/27/25 SVC-1100 S AZUSA AVE	$203.69
	2025-00002056	06/11/2025	5/6-5/27/25 SVC-1123 HATCHER ST STE D	$136.00
	2025-00002057	06/11/2025	5/6-5/27/25 SVC-1135 HATCHER AVE	$52.00
	2025-00002058	06/11/2025	5/6-5/27/25 SVC-1123 HATCHER ST STE C	$60.40
	2025-00002059	06/11/2025	5/6-5/27/25 SVC-1015 NOGALES ST - PUMP HOUSE	$347.96
	2025-00002060	06/11/2025	5/6-5/27/25 SVC-1023 NOGALES ST - IRR	$106.60
85345	06/18/2025		**SAN GABRIEL VALLEY WATER CO.**	$10,264.21
	Invoice	Date	Description	Amount
	2025-00002042	05/29/2025	4/28-5/28/25 SVC-CROSSROADS PKWY S	$1,076.93
	2025-00002043	05/29/2025	4/28-5/28/25 SVC-STA 103-80 CROSSROADS PKWY S	$277.79
	2025-00002044	05/29/2025	4/28-5/28/25 SVC-CROSSROADS PKWY S	$2,699.79
	2025-00002045	05/29/2025	4/28-5/28/25 SVC-CROSSROADS PKWY N	$1,811.49
	2025-00002046	05/29/2025	4/28-5/28/25 SVC-STA 129-00 CROSSROADS PKWY N	$1,314.16
	2025-00002047	05/29/2025	4/28-5/28/25 SVC-STA 111-50 CROSSROADS PKWY N	$192.39
	2025-00002048	05/29/2025	4/28-5/28/25 SVC-PELLISSIER	$393.62
	2025-00002049	05/29/2025	4/28-5/28/25 SVC-PELLISSIER	$317.66
	2025-00002050	05/29/2025	4/28-5/28/25 SVC-S/E COR OF PELLISSIER	$1,925.36
	2025-00002051	05/29/2025	4/28-5/28/25 SVC-PELLISSIER	$255.02
85346	06/18/2025		**SOCALGAS**	$541.86
	Invoice	Date	Description	Amount
	2025-00002065	06/06/2025	5/5-6/4/25 SVC-15651 MAYOR DAVE WAY	$172.25
	2025-00002066	06/06/2025	5/5-6/4/25 SVC-15633 RAUSCH RD	$369.61
85347	06/18/2025		**SOUTHERN CALIFORNIA EDISON**	$1,055.59
	Invoice	Date	Description	Amount
	2025-00002036	06/06/2025	5/1-5/31/25 SVC-600 S BREA CYN-METROLINK	$89.72

CITY OF INDUSTRY
WELLS FARGO BANK
June 26, 2025

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2025-00002037	06/05/2025	5/6-6/4/25 SVC-1123 HATCHER AVE STE-A	$625.54
	2025-00002038	06/10/2025	5/9-6/9/25 SVC-122 N PUENTE AVE U1	$15.65
	2025-00002039	06/11/2025	5/12-6/10/25 SVC-504 S 6TH AVE U TC1	$85.33
	2025-00002040	06/10/2025	5/9-6/9/25 SVC-575 BALDWIN PARK BLVD U	$131.78
	2025-00002041	06/11/2025	5/12-6/10/25 SVC-490 S 7TH U	$107.57
85348	06/18/2025		**SUBURBAN WATER SYSTEMS**	$541.32
	Invoice	Date	Description	Amount
	180042532823	06/03/2025	5/2-6/3/25 SVC-NE CNR VALLEY/STIMS	$541.32
85349	06/18/2025		**T-MOBILE**	$110.00
	Invoice	Date	Description	Amount
	983372277-35	06/10/2025	5/1-5/31/25 SVC-YAL & TONNER CYN HOT SPOT	$110.00
85350	06/18/2025		**THREE VALLEYS MUNICIPAL WATER I**	$1,687.73
	Invoice	Date	Description	Amount
	6735	05/31/2025	5/1-5/31/25 SVC-TONNER CYN	$1,687.73
85351	06/18/2025		**VERIZON BUSINESS**	$240.27
	Invoice	Date	Description	Amount
	74977473	06/10/2025	5/1-5/31/25 SVC-VARIOUS SITES	$145.85
	74977472	06/10/2025	5/1-5/31/25 SVC-VARIOUS SITES	$94.42
85352	06/18/2025		**WALNUT VALLEY WATER DISTRICT**	$3,303.88
	Invoice	Date	Description	Amount
	5349457	06/10/2025	5/1-5/31/25 SVC-PUMP STN N/W CHERYL LN/MAYO	$51.59
	5349477	06/10/2025	5/1-5/31/25 SVC-PUMP STN BREA CYN	$41.61
	5349711	06/10/2025	5/1-5/31/25 SVC-NOGALES PUMP STN	$87.65
	5348548	06/10/2025	5/1-5/31/25 SVC-IRR 820 FAIRWAY DR	$87.65

CITY OF INDUSTRY
WELLS FARGO BANK
June 26, 2025

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	5348599	06/10/2025	5/1-5/31/25 SVC-LEMON AVE N OF CURRIER RD	$123.41
	5348714	06/10/2025	5/1-5/31/25 SVC-60 FWY INTERCHANGE FAIRWAY DR	$45.13
	5348634	06/10/2025	5/1-5/31/25 SVC-BREA CYN & OLD RANCH RD	$62.23
	5348650	06/10/2025	5/1-5/31/25 SVC-FERRERO & GRAND EAST RAMP	$1,026.63
	5348695	06/10/2025	5/1-5/31/25 SVC-21350 VALLEY-MEDIAN	$83.51
	5348696	06/10/2025	5/1-5/31/25 SVC-GRAND CROSSING EAST	$80.85
	5348697	06/10/2025	5/1-5/31/25 SVC-GRAND CROSSING WEST	$91.49
	5348698	06/10/2025	5/1-5/31/25 SVC-BAKER PKWY & GRNAD N/W CNR	$779.25
	5348705	06/10/2025	5/1-5/31/25 SVC-E/S GRAND S/O BAKER PKWY	$146.17
	5348711	06/10/2025	5/1-5/31/25 SVC-BREA CYN N OF RR TRKS	$452.11
	5348712	06/10/2025	5/1-5/31/25 SVC-BREA CYN N OF CURRIER	$93.01
	5349725	06/10/2025	5/1-5/31/25 SVC-1004 U FAIRWAY DR GRADE SEP	$51.59
85353	06/26/2025		**100% AUTO CARE & DETAILED**	$610.00
	Invoice	Date	Description	Amount
	158	05/28/2025	CAR WASH SVC-CITY VEHICLES	$330.00
	157	05/12/2025	CAR WASH SVC-CITY VEHICLES	$280.00
85354	06/26/2025		**AMAZON WEB SERVICES, INC**	$4,762.44
	Invoice	Date	Description	Amount
	2175486217	06/01/2025	AWS SVC-MAY 2025	$4,762.44
85355	06/26/2025		**ANNEALTA GROUP**	$113,077.50
	Invoice	Date	Description	Amount
	497-3594	06/16/2025	GENERAL DEV SVC-MAY 2025	$44,270.00
	497-3595	06/16/2025	GENERAL PLANNING SVC-MAY 2025	$48,697.00
	497-3597	06/16/2025	20701 E CURRIER RD	$2,331.00
	497-3598	06/16/2025	184 S 6TH ST	$7,663.50
	497-3599	06/16/2025	16010 & 16020 PHOENIX	$151.00

CITY OF INDUSTRY
WELLS FARGO BANK
June 26, 2025

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	497-3600	06/16/2025	16207, 16233 & 16253 GALE AVE	$1,844.50	
	497-3601	06/16/2025	720 SEVENTH AVE	$2,797.00	
	497-3602	06/16/2025	1015 AZUSA AVE	$981.50	
	497-3603	06/16/2025	17855 ARENTH AVE	$166.00	
	497-3604	06/16/2025	13131 CROSSROADS PKWY	$4,176.00	
85356	06/26/2025			**ARAMARK REFRESHMENT SERVICES**	$92.16
	Invoice	Date	Description	Amount	
	1048853625	06/10/2025	COFFEE SVC & SUPPLIES	$92.16	
85357	06/26/2025			**BLAKE AIR CONDITIONING COMPANY**	$6,343.29
	Invoice	Date	Description	Amount	
	68486	05/23/2025	REPLACE SOLENOID-EL ENCANTO	$327.20	
	68357	06/04/2025	REPLACE BOILER CONTROL BOARDS-EL ENCANTO	$4,821.00	
	68585	06/09/2025	REPLACE A/C MOTOR-TONNER CYN	$338.00	
	68324	04/24/2025	REPLACE COMPRESSORS-IBC	$857.09	
85358	06/26/2025			**BOWSER GEOSPATIAL, LLC**	$6,480.00
	Invoice	Date	Description	Amount	
	1003	06/02/2025	MANAGE/MAINT OF CITY'S GIS DATABASE	$6,480.00	
85359	06/26/2025			**CASSO & SPARKS, LLP**	$195,723.59
	Invoice	Date	Description	Amount	
	21097	06/17/2025	COI-LEGAL FEES FOR MAY 2025	$192,360.59	
	21097-A	06/17/2025	LEGAL FEES-720 SEVENTH AVE	$1,357.00	
	21097-B	06/17/2025	LEGAL FEES-VALLEY & 6TH	$2,006.00	
85360	06/26/2025			**CINTAS CORPORATION LOC 693**	$340.73
	Invoice	Date	Description	Amount	

CITY OF INDUSTRY
WELLS FARGO BANK
June 26, 2025

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	5274630105	06/09/2025	FIRST AID SUPPLIES	$177.99
	4233138929	06/09/2025	DOOR MATS	$81.37
	4233865656	06/16/2025	DOOR MATS	$81.37
85361	06/26/2025		**CITY OF INDUSTRY**	$174.87
	Invoice	Date	Description	Amount
	2025-00000063	05/31/2025	IH FUELS PUMP-CITY HALL VEHICLES	$174.87
85362	06/26/2025		**CITY OF INDUSTRY-PAYROLL ACCT**	$175,000.00
	Invoice	Date	Description	Amount
	PR P/E 6/6/25	06/10/2025	REPLENISH PAYROLL P/E 6/6/25	$175,000.00
85363	06/26/2025		**CNC ENGINEERING**	$307,726.25
	Invoice	Date	Description	Amount
	512651	06/12/2025	SOLAR INSTALLATION AT CITY HALL	$17,882.50
	512652	06/12/2025	EL ENCANTO ROOF REFURB	$280.00
	512653	06/12/2025	CITYWIDE ADA SELF-EVALUATION/TRANSITION PLAN	$427.50
	512654	06/12/2025	KELLA AVE STORM DRAIN	$2,530.00
	512655	06/12/2025	GALE AVE REALIGNMENT	$5,422.50
	512656	06/12/2025	PRELIMINARY DESIGN OF EW BICYCLE PATH	$737.50
	512657	06/12/2025	PRELIMINARY DESIGN OF EW BICYCLE PATH	$15,051.25
	512658	06/12/2025	GENERAL ENG SVC-DEV PLANS AT IBC	$4,575.00
	512659	06/12/2025	GENERAL ENG SVC-TRAFFIC	$3,736.25
	512660	06/12/2025	GENERAL ENG SVC 5/19-6/8/25	$6,887.50
	512661	06/12/2025	GENERAL ENG SVC-COUNTER SERVICE	$2,271.25
	512662	06/12/2025	GENERAL ENG SVC-PLAN APPROVAL	$24,470.00
	512663	06/12/2025	GENERAL ENG SVC-PERMITS	$31,255.00
	512664	06/12/2025	GENERAL ENG SVC-STREET LIGHTS	$13,497.50
	512665	06/12/2025	GENERAL ENG SVC 5/19-6/8/25	$120,042.50

CITY OF INDUSTRY
WELLS FARGO BANK
June 26, 2025

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
512666	06/12/2025	GENERAL ENG SVC-STREET LIGHT IMPROVE AT PRO(	$5,757.50
512667	06/12/2025	NPDES STORM WATER	$1,650.00
512668	06/12/2025	TONNER CYN PROPERTY	$7,902.50
512669	06/12/2025	TREE REMOVAL ON BOY SCOUT RESERVATION AT TC	$855.00
512670	06/12/2025	COLIMA RD WIDENING	$9,386.25
512671	06/12/2025	PUENTE VALLEY OPERABLE UNIT GROUNDWATER RE	$427.50
512672	06/12/2025	NELSON AVE RESURFACING	$370.00
512673	06/12/2025	15660 MAYOR DAVE WAY (YAL BLDG)	$83.75
512674	06/12/2025	CIVIC CENTER PLANNING AND IMRPOVEMENTS	$1,385.00
512675	06/12/2025	CITY ADMINISTRATIVE OFFICES	$4,682.50
512676	06/12/2025	INDUSTRY BUSINESS COUNCIL CHAMBERS	$1,510.00
512677	06/12/2025	CITY COUNCIL CHAMBER & IBC BUILDING IMPROVEME	$442.50
512678	06/12/2025	ELECTRIC VEHICLE CHARGING STATIONS-CITY HALL	$2,090.00
512679	06/12/2025	HOMESTEAD MUSEUM IMPROVEMENTS	$1,335.00
512680	06/12/2025	HOMESTEAD MUSEUM UPGRADES	$295.00
512681	06/12/2025	HOMESTEAD MUSEUM IRRIGATION RETROFIT TO REC	$1,107.50
512682	06/12/2025	STIMSON AVE CROSSING	$330.00
512683	06/12/2025	SIGNING & STRIPING IMPROVEMENTS	$5,673.75
512684	06/12/2025	METROLINK-MAINT OF PARKING LOT	$4,310.00
512685	06/12/2025	FIRE DAMAGE REPAIR OF EV AND SOLAR ENERGY	$1,607.50
512686	06/12/2025	EL ENCANTO HOSPITAL SITE IMPROVEMENTS	$1,567.50
512687	06/12/2025	EL ENCANTO IMPROVEMENTS AND MAINT	$3,551.25
512688	06/12/2025	EL ENCANTO BOILER REPLACEMENT	$1,770.00
512689	06/12/2025	EL ENCANTO ROOF REFURB	$570.00
85364	06/26/2025	**CNC ENGINEERING**	$162,903.75
Invoice	Date	Description	Amount
512690	06/12/2025	SAN JOSE AVE RECONSTRUCTION	$3,995.00
512691	06/12/2025	INDUSTRY HILLS FUEL TANKS DISPENSING	$748.75

CITY OF INDUSTRY
WELLS FARGO BANK
June 26, 2025

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
512692	06/12/2025	605 FWY AND VALLEY BLVD INTERCHANGE	$3,662.50
512693	06/12/2025	SIXTH AVENUE RECONSTRUCTION	$2,070.00
512694	06/12/2025	HIGHWAY BRIDGE PROGRAM FUNDING	$4,860.00
512695	06/12/2025	NELSON AVE OVER PUENTE CREEK	$1,210.00
512696	06/12/2025	SEISMIC RETROFIT ANAHEIM-PUENTE OVER SAN JOS	$2,035.00
512697	06/12/2025	205 HUDSON AVE	$205.00
512698	06/12/2025	FISCAL YEAR BUDGET	$2,846.25
512699	06/12/2025	BIXBY DR PCC PAVEMENT	$2,735.00
512700	06/12/2025	PROPERTY AT 23400-23600, 23800 EAST FORK ROAD	$635.00
512701	06/12/2025	TURNBULL CYN PROPERTIES	$353.75
512702	06/12/2025	VARIOUS ASSIGNMENTS RELATED TO SA	$562.50
512703	06/12/2025	NELSON AVE INTERSECTION	$36,802.50
512704	06/12/2025	MAINT OF 1123 HATCHER AVE	$691.25
512705	06/12/2025	2024 CITYWIDE SPEED SURVEY	$460.00
512706	06/12/2025	CARTEGRAPH MGMT	$30,818.75
512707	06/12/2025	GRAND AVE SLOPE RECONSTRUCTION-FERRERO TO	$750.00
512708	06/12/2025	ADD SIDEWALK ON SOUTH SIDE OF TEMPLE AVE	$1,925.00
512709	06/12/2025	ADA COMPLIANCE ON PUBLIC RIGHT OF WAY	$14,250.00
512710	06/12/2025	LA 28 OLYMPIC GAMES PROJECT DEVELOPMENT	$285.00
512711	06/12/2025	DEL VALLE AND HILL STREET STORM DRAIN/STREET I	$600.00
512712	06/12/2025	2022-2023 ANNUAL PAVEMENT REHABILITATION	$1,060.00
512713	06/12/2025	2022-2023 ANNUAL SLURRY SEAL	$857.50
512714	06/12/2025	DON JULIAN RD IMPROVEMENTS	$10,825.00
512715	06/12/2025	INTELLIGENT TRANSPORTATION SYSTEM	$975.00
512716	06/12/2025	REMOTE MONITORING SYSTEM FOR STREET LIGHTS	$350.00
512717	06/12/2025	MUSEUM-HEALTHCARE CAMPUS DATA UPGRADES	$427.50
512718	06/12/2025	MUSEUM-HEALTH CAMPUS MASTER SITE PLANNING	$6,147.50
512719	06/12/2025	CITYWIDE SIGNAGE UPDATE	$5,155.00
512720	06/12/2025	2024-2025 ANNUAL PAVEMENT REHABILITATION	$13,135.00

CITY OF INDUSTRY
WELLS FARGO BANK
June 26, 2025

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	512721	06/12/2025	CALIFORNIA AVE WIDENING	$175.00
	512722	06/12/2025	STREET LIGHT BANNER INSTALLATION	$1,432.50
	512723	06/12/2025	NINTH AVENUE SEWER LINE IMPROVEMENTS	$1,127.50
	512724	06/12/2025	PAVEMENT MANAGEMENT PLAN 2022	$7,245.00
	512725	06/12/2025	SR57/60 CONFLUENCE IMPROVEMENT	$920.00
	512726	06/12/2025	ALAMEDA CORRIDOR PROJECT-PUENTE AVE GRADE	$570.00
85365	06/26/2025		**CONSILIO, LLC**	$1,734.92
	Invoice	Date	Description	Amount
	INV579515963	05/31/2025	DOCUMENT MGMT-MAY 2025	$1,734.92
85366	06/26/2025		**CORELOGIC INFORMATION SOLUTION**	$212.18
	Invoice	Date	Description	Amount
	30781942	05/31/2025	PROPERTY DATA-MAY 2025	$212.18
85367	06/26/2025		**COUNTY OF LA - DEPT OF AGRICULTU**	$9,386.95
	Invoice	Date	Description	Amount
	251597	05/19/2025	PEST CONTROL-TONNER CYN (FIRESTONE CAMP)	$8,470.57
	251598	05/19/2025	WEED ABATEMENT-TONNER CYN (FIRESTONE CAMP)	$916.38
85368	06/26/2025		**DAPEER, ROSENBLIT, AND LITVAK, LL**	$1,043.66
	Invoice	Date	Description	Amount
	24555	05/31/2025	GENERAL CODE ENFORCEMENT-MAY 2025	$585.00
	24556	05/31/2025	SPECIALIZED LEGAL SVC-MAY 2025	$458.66
85369	06/26/2025		**EL ENCANTO HEALTHCARE**	$775,000.00
	Invoice	Date	Description	Amount
	6/16/2025	06/16/2025	FINANCIAL ASSISTANCE FY 24/25-EL ENCANTO	$775,000.00

CITY OF INDUSTRY
WELLS FARGO BANK
June 26, 2025

Check	Date	Payee Name	Check Amount

CITY.WF.CHK - City General Wells Fargo

Check	Date	Payee Name	Check Amount
85370	06/26/2025	ELECTRA-MEDIA, INC	$1,975.00

Invoice	Date	Description	Amount
17965	06/06/2025	PROGRAM PUENTE HILLS AUTO DISPLAY-JUL 2025	$475.00
17964	06/06/2025	MAINT OF PUENTE HILLS AUTO DISPLAY-JUL 2025	$1,500.00

Check	Date	Payee Name	Check Amount
85371	06/26/2025	ELEVATE PUBLIC AFFAIRS, LLC	$15,000.00

Invoice	Date	Description	Amount
4459	06/06/2025	MEDIA CONSULTING-MAY 2025	$15,000.00

Check	Date	Payee Name	Check Amount
85372	06/26/2025	ENTERPRISE MAPS LLC	$6,300.00

Invoice	Date	Description	Amount
307	06/01/2025	AMAZON WEB SERVICES	$3,360.00
311	06/10/2025	AMAZON WEB SERVICES	$2,940.00

Check	Date	Payee Name	Check Amount
85373	06/26/2025	ESPY'S ELECTRICAL SERVICES INC.	$2,000.00

Invoice	Date	Description	Amount
1648	05/30/2025	REPLACE (4) LED LIGHTS-TONNER CYN (CAMP COUR/	$2,000.00

Check	Date	Payee Name	Check Amount
85374	06/26/2025	FEDERAL EXPRESS CORP.	$131.54

Invoice	Date	Description	Amount
8-884-70646	06/06/2025	MESSENGER SVC	$48.98
8-892-91485	06/13/2025	MESSENGER SVC	$82.56

Check	Date	Payee Name	Check Amount
85375	06/26/2025	FRAZER, LLP	$43,233.00

Invoice	Date	Description	Amount
194277	05/31/2025	COI-PROF SVC FOR MAY 2025	$43,233.00

Check	Date	Payee Name	Check Amount
85376	06/26/2025	FULLERTON ELECTRIC	$35,401.20

Invoice	Date	Description	Amount

CITY OF INDUSTRY
WELLS FARGO BANK
June 26, 2025

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	#1CITY-1541	06/01/2025	PARKING LOT LIGHT UPGRADES AT EL ENCANTO	$35,401.20
85377	06/26/2025		**GRAND CENTRAL RECYCLING & TRAI**	$791.00
	Invoice	Date	Description	Amount
	2396809	05/09/2025	SOLID WASTE-CITY HALL	$791.00
85378	06/26/2025		**GROUP C MEDIA, INC.**	$5,750.00
	Invoice	Date	Description	Amount
	37482	05/16/2025	AD IN BUSINESS FACILITIES PUBLICATION	$5,750.00
85379	06/26/2025		**INDUSTRY SECURITY SERVICES**	$104,281.70
	Invoice	Date	Description	Amount
	SG-TH-2001	05/16/2025	SECURITY SVC-TURNBULL	$3,060.64
	SG-TH-2002	05/23/2025	SECURITY SVC-TURNBULL	$5,843.04
	SG-TH-2003	05/30/2025	SECURITY SVC-TURNBULL	$3,025.86
	SG-COI#2-2042	06/13/2025	SECURITY SVC-VARIOUS CITY SITES	$23,024.36
	SG-COI#1-2042	06/13/2025	SECURITY SVC 6/6-6/12/25	$10,839.60
	SG-COI#1-2041	06/06/2025	SECURITY SVC 5/30-6/5/25	$10,839.60
	SG-COI#2-2040	05/30/2025	SECURITY SVC-VARIOUS CITY SITES	$24,624.24
	SG-COI#2-2041	06/06/2025	SECURITY SVC-VARIOUS CITY SITES	$23,024.36
85380	06/26/2025		**IRRI-CARE PLUMBING & BACKFLOW T**	$15,172.14
	Invoice	Date	Description	Amount
	17664	05/20/2025	REPLACE BACKFLOW-PECK RD SOUTH OF PELLISSIEI	$6,273.98
	17665	05/21/2025	REPLACE BACKFLOW-CROSSROADS PKWY	$8,898.16
85381	06/26/2025		**JANUS PEST MANAGEMENT**	$5,511.00
	Invoice	Date	Description	Amount
	284173	06/11/2025	PEST SVC-TONNER CYN	$2,610.00

CITY OF INDUSTRY
WELLS FARGO BANK
June 26, 2025

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	285167	06/11/2025	PEST SVC-HOMESTEAD	$660.00
	284564	06/11/2025	PEST SVC-CITY HALL	$155.00
	284565	06/11/2025	PEST SVC-IBC	$155.00
	284566	06/11/2025	PEST SVC-YAL/POST OFFICE	$95.00
	284623	06/11/2025	RODENT SVC-HELIPAD PARKING LOT	$486.00
	284625	06/11/2025	RODENT SVC-HELIPAD	$300.00
	284811	06/11/2025	MOSQUITO TRAP-EL ENCANTO	$965.00
	284806	06/11/2025	PEST SVC-205 HUDSON AVE	$85.00
85382	06/26/2025		**KLINE'S PLUMBING, INC.**	$1,700.00
	Invoice	Date	Description	Amount
	14152	05/22/2025	URGENT PLUMBING MAINT-HOMESTEAD	$1,700.00
85383	06/26/2025		**L A COUNTY DEPT OF PUBLIC HEALTH**	$2,776.00
	Invoice	Date	Description	Amount
	IN1516293	06/04/2025	PLAN CHECK FEE-ID SR0411620	$2,776.00
85384	06/26/2025		**LEAGUE OF CALIFORNIA CITIES**	$1,155.00
	Invoice	Date	Description	Amount
	4375	06/12/2025	MEMBERSHIP DUES FY 25/26	$1,155.00
85385	06/26/2025		**LEIGHTON CONSULTING INC**	$6,435.00
	Invoice	Date	Description	Amount
	132235	06/04/2025	GEO SVC-CHINO RANCH DAM NO. 1	$6,435.00
85386	06/26/2025		**LIEBERT CASSIDY WHITMORE**	$2,017.50
	Invoice	Date	Description	Amount
	291431	03/31/2025	LEGAL SVC FOR HR-MAR 2025	$2,017.50

CITY OF INDUSTRY
WELLS FARGO BANK
June 26, 2025

Check	Date	Payee Name	Check Amount

CITY.WF.CHK - City General Wells Fargo

85387	06/26/2025		**MERRITT'S ACE HARDWARE**		$256.70
	Invoice	Date	Description	Amount	
	146746	05/15/2025	PADLOCKS-CITY HALL & IBC	$256.70	
85388	06/26/2025		**MORTISE & TENON BUILDING CORP**		$2,474.28
	Invoice	Date	Description	Amount	
	254	04/14/2025	TRENCH AND BACKFILL LAND-HOMESTEAD	$830.00	
	282	05/09/2025	BOARD UP WINDOWS-TONNER CYN	$823.75	
	286	05/14/2025	BOARD UP WINDOWS-TONNER CYN	$820.53	
85389	06/26/2025		**MUNI-ENVIRONMENTAL, LLC**		$33,661.25
	Invoice	Date	Description	Amount	
	25-021	06/16/2025	COMMERCIAL WASTE PROGRAM	$33,661.25	
85390	06/26/2025		**MX GRAPHICS, INC.**		$1,623.48
	Invoice	Date	Description	Amount	
	34482	06/05/2025	URGENT DIGITAL SCAN-JN 6201	$924.97	
	34381	05/28/2025	COLOR SCANS-JN 6201	$698.51	
85391	06/26/2025		**PACIFIC UTILITY INSTALLATION**		$13,085.00
	Invoice	Date	Description	Amount	
	32457	05/31/2025	CITY STREETLIGHT PROGRAM	$13,085.00	
85392	06/26/2025		**PADILLA, YVETTE**		$864.58
	Invoice	Date	Description	Amount	
	6/10/2025	06/10/2025	REIMBURSE FOR TRAVEL EXPENSE-PRIMA CONFEREI	$864.58	
85393	06/26/2025		**PARS**		$715.43
	Invoice	Date	Description	Amount	

CITY OF INDUSTRY
WELLS FARGO BANK
June 26, 2025

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	58084	06/10/2025	ARS FEES-APR 2025	$300.00
	58138	06/10/2025	REP FEES-APR 2025	$415.43
85394	06/26/2025		**PITNEY BOWES, INC.**	$200.00
	Invoice	Date	Description	Amount
	5/16/2025	06/05/2025	POSTAGE REFILL ON 5/16/25	$200.00
85395	06/26/2025		**PLACEWORKS**	$11,876.25
	Invoice	Date	Description	Amount
	IND-22.16-7	05/31/2025	CEQA FOR 1600 AZUSA AVE	$1,050.00
	IND-22.15-6	05/31/2025	CEQA FOR 17871 CASTLETON ST	$1,233.75
	IND-22.17-1	05/31/2025	PROPOSED BATTERY STORAGE FACILITY-JN 9428	$5,036.25
	IND-22.14-8	05/31/2025	PROPOSED BATTERY STORAGE FACILITY	$4,556.25
85396	06/26/2025		**PRICE, POSTEL & PARMA, LLP**	$452.20
	Invoice	Date	Description	Amount
	223152	06/11/2025	LEGAL SVC-MAY 2025	$452.20
85397	06/26/2025		**PRINCE GLOBAL SOLUTIONS, LLC**	$5,000.00
	Invoice	Date	Description	Amount
	075	06/06/2025	FEDERAL ADVOCACY-MAY 2025	$5,000.00
85398	06/26/2025		**QUADIENT LEASING USA, INC.**	$1,503.07
	Invoice	Date	Description	Amount
	Q1894413	06/09/2025	MAIL EQUIPMENT RENTAL 7/11/25-10/10/25	$1,503.07
85399	06/26/2025		**RICOH USA, INC.**	$320.68
	Invoice	Date	Description	Amount
	590407889	06/06/2025	COPIER LEASE-HOMESTEAD	$320.68

CITY OF INDUSTRY
WELLS FARGO BANK
June 26, 2025

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
85400	06/26/2025			**SAGE ENVIRONMENTAL GROUP**	$19,500.00
	Invoice	Date	Description	Amount	
	2500	06/05/2025	GRAZING SVC-TONNER CYN	$19,500.00	
85401	06/26/2025			**SAN GABRIEL VALLEY COUNCIL OF G**	$26,026.31
	Invoice	Date	Description	Amount	
	2612	06/04/2025	ANNUAL DUES FY 25/26	$26,026.31	
85402	06/26/2025			**SATSUMA LANDSCAPE & MAINT.**	$189,977.53
	Invoice	Date	Description	Amount	
	0625TA	06/09/2025	LANDSCAPE SVC-TEMPLE & AZUSA	$38,847.61	
	0625CH	06/09/2025	LANDSCAPE SVC-CIVIC FINANCIAL CENTER	$59,436.65	
	0625XROADS	06/09/2025	LANDSCAPE SVC-CROSSROADS PKY NORTH & SOUTH	$53,076.96	
	0625EC	06/09/2025	LANDSCAPE SVC-EXPO CENTER	$38,616.31	
85403	06/26/2025			**SC FUELS**	$29,615.62
	Invoice	Date	Description	Amount	
	IN-0000730477	06/10/2025	REGULAR FUEL-IND HILLS PUMPS	$29,615.62	
85404	06/26/2025			**SCS FIELD SERVICES**	$18,614.00
	Invoice	Date	Description	Amount	
	0539994	05/31/2025	INDUSTRY HILLS-LANDFILL GAS SYSTEM	$18,614.00	
85405	06/26/2025			**SOUTHERN CALIFORNIA EDISON**	$1,586.01
	Invoice	Date	Description	Amount	
	7590628543	06/12/2025	SCHEDULED POWER OUTAGE FEE FOR 15651 MAYOR	$1,586.01	
85406	06/26/2025			**SOUTHERN TIRE MART LLC - DEPT 14**	$172.50

CITY OF INDUSTRY
WELLS FARGO BANK
June 26, 2025

Check	Date	Payee Name	Check Amount

CITY.WF.CHK - City General Wells Fargo

Invoice	Date	Description	Amount
7070030377	06/11/2025	TIRE REPAIR-HATCHER	$172.50

85407	06/26/2025	SPECTRUM	$938.99

Invoice	Date	Description	Amount
188632001060725	06/07/2025	BUSINESS INTERNET-JUN 2025	$938.99

85408	06/26/2025	SQUARE ROOT GOLF & LANDSCAPE, I	$259,010.04

Invoice	Date	Description	Amount
1790H	03/25/2025	MEETING SET UP & TAKEDOWN-TRES HERMANOS	$460.00
1806H	06/06/2025	LANDSCAPE SVC-VARIOUS CITY SITES	$214,457.23
1805ELHM	06/06/2025	LANDSCAPE SVC-HOMESTEAD	$22,396.86
1804ELHM	06/06/2025	LANDSCAPE SVC-EL ENCANTO	$11,085.63
1803ELHM	06/06/2025	LANDSCAPE SVC-VARIOUS CITY SITES	$8,778.18
1806H-1	06/06/2025	GRAFFITI REMOVAL	$1,458.68
1806H-2	06/06/2025	SIGN REPAIR & INSTALLATION	$373.46

85409	06/26/2025	STAPLES BUSINESS ADVANTAGE	$1,103.30

Invoice	Date	Description	Amount
7005413719	05/24/2025	OFFICE SUPPLIES	$235.28
7005336184	05/17/2025	OFFICE SUPPLIES	$868.02

85410	06/26/2025	STATE COMPENSATION INSURANCE F	$2,530.86

Invoice	Date	Description	Amount
1002369315	06/01/2025	WORKERS COMP PREMIUM FOR JUNE 2025	$2,530.86

85411	06/26/2025	SUPERIOR COURT OF CA-LA COUNTY	$4,911.00

Invoice	Date	Description	Amount
MAY 2025	06/05/2025	PARKING CITATIONS REPORT-MAY 2025	$2,467.50

CITY OF INDUSTRY
WELLS FARGO BANK
June 26, 2025

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	APRIL 2025	06/16/2025	PARKING CITATIONS REPORT-APR 2025	$2,443.50
85412	06/26/2025		**TEMP AIR SYSTEM INC.**	$1,755.00
	Invoice	Date	Description	Amount
	21486	05/15/2025	PRE-SUMMER HVAC MAINT-HOMESTEAD	$1,755.00
85413	06/26/2025		**THOMSON REUTERS WEST - PAYMEN**	$456.56
	Invoice	Date	Description	Amount
	851983609	05/29/2025	WEST'S ANNO CALIF CODE BOOKS	$456.56
85414	06/26/2025		**TOTAL COMPENSATION SYSTEMS, IN**	$2,070.00
	Invoice	Date	Description	Amount
	14582	06/16/2025	GASB 75 ROLL FORWARD VALUATION	$2,070.00
85415	06/26/2025		**TURBO DATA SYSTEMS, INC**	$374.86
	Invoice	Date	Description	Amount
	45835	05/31/2025	CITATION PROCESSING APR/MAY 2025	$374.86
85416	06/26/2025		**VALLEY VISTA SERVICES, INC**	$20,211.22
	Invoice	Date	Description	Amount
	2375775	05/07/2025	DISP SVC-1123 HATCHER AVE	$4,504.67
	2375776	05/31/2025	DISP SVC-TONNER CYN (MAINT YD)	$1,667.52
	2375590	05/31/2025	DISP SVC-CITY HALL	$571.53
	2375777	05/31/2025	DISP SVC-15660 MAYOR DAVE WAY (YAL)	$159.37
	2393945	06/01/2025	DISP SVC-FOLLOW'S CAMP	$1,640.31
	2377819	06/01/2025	DISP SVC-CITY BUS STOPS	$4,796.49
	2377665	06/01/2025	DISP SVC-205 N HUDSON AVE	$265.14
	2378468	06/01/2025	DISP SVC-1123 HATCHER AVE	$312.23
	2377477	06/01/2025	DISP SVC-CITY RESIDENTS	$5,829.61

CITY OF INDUSTRY
WELLS FARGO BANK
June 26, 2025

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	2378466	06/01/2025	DISP SVC-TONNER CYN (CAMP COURAGE)	$464.35	
85417	06/26/2025			VORTEX INDUSTRIES, INC.	$1,802.75
	Invoice	Date	Description	Amount	
	08-2053966	06/04/2025	REPAIR GATE-TONNER CYN	$1,802.75	
85418	06/26/2025			WEST COAST ARBORISTS, INC.	$157,660.95
	Invoice	Date	Description	Amount	
	229476	05/15/2025	TREE MAINT FY 24/25	$157,660.95	

Checks	Status	Count	Transaction Amount
	Total	97	$3,056,035.33

ITEM NO. 6.2

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Sam Pedroza, Asst. City Manager

DATE: June 26, 2025

SUBJECT: Consideration of a Professional Services Agreement with Prince Global Solutions, LLC, for lobbying services at the Federal level, in an amount not-to-exceed $250,000.00, through June 30, 2028

Background:

Since 2019, Prince Global Solutions, LLC ("PGS") has provided the City with lobbying services at the Federal level. PGS was instrumental in securing funding for the 57/60 Confluence Project and working with policymakers to complete the project expeditiously. PGS assists with other City transportation projects as needed by coordinating travel for City Officials and Staff to Washington D.C., obtaining meetings for City Officials and Staff and representing the City before Federal elected and appointed officials, developing key messages and documents promoting the City's interests, and providing guidance on the City's Federal efforts.

Discussion:

Staff is proposing a new Professional Services Agreement ("Agreement") with PGS for Federal lobbying services, for a not-to-exceed amount of $250,000.00, through June 30, 2028, with the option for two (2) one (1) year extensions by the City Manager. The compensation is based on a $6,255.00 cost per month, $4,380.00 per year for reimbursable expenses, such as airfare, lodging, ground transportation, and travel-related meals in accordance with the City's travel and reimbursement policy, and an annual cost of living adjustment based on the CPI change in price for the prior year.

Fiscal Impact:

The cost for lobbying services included in the approved annual budget under General Fund -

Legislative Services – Professional Services (Account No. 100-528-5120.01) was $60,000.00 and an appropriation is needed at this time for the difference of $20,000.00 for FY 2025-26. Future year budgets will be allocated accordingly.

Recommendation:

Staff recommends that the City Council approve the Professional Services Agreement with Prince Global Solutions, dated June 26, 2025.

Exhibits:

1. Professional Services Agreement with Prince Global Solutions, LLC, dated June 26, 2025

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of June 26, 2025 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Prince Global Solutions, LLC, a Virginia 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 June 30, 2028, unless sooner terminated pursuant to the provisions of this Agreement. Notwithstanding the foregoing, the City Manager may extend the Term of the Agreement for two (2) one (1) year extensions by written notice.

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 government relations and federal lobbying 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 Two Hundred 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 caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or Subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnity for other than professional liability

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

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

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

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

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

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

(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 9(c) shall survive the termination of this Agreement and are in addition to any other rights or remedies the City may have under the law.

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 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:	Prince Global Solutions, LLC P.O. Box 711572 Herndon, VA 20171 Attention: Kevin D. Jones, Esq., President

15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

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

17. ENTIRE AGREEMENT

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

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

"CITY"
City of Industry

By: _____
Joshua Nelson, City Manager

"CONSULTANT"
Prince Global Solutions, LLC

By: _____
Kevin D. Jones, Esq., President

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

Approved as to form:

By: _____
James M. Casso, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide the City federal government relations and lobbying services, which includes, but is not limited to, the following:

- Represent the City before Congress and federal agencies to accomplish the City's federal goals. This representation includes, but is not limited to:
    - Developing key strategies and messages;
    - Preparing appropriate advocacy documents and written materials;
    - Coordinating and executing meetings with appropriate federal officials and staff; and
    - Providing advocacy for the City's interest in various federal policy and funding matters such as transportation infrastructure development, technology manufacturing promotion, energy generation and related infrastructure, postal service policies, municipal facility development and other matters as deemed appropriate and necessary.
- Work closely with the San Gabriel Valley Congressional delegation, Senate and House Committee staff, federal agency officials, and relevant stakeholder groups on matters which support the City's federal priorities:
- Facilitate annual requests for Congressional Appropriations funding allocations (earmarks) to support the City's projects as appropriate.
- Monitor and engage Congressional consideration of the forthcoming reauthorization of federal transportation programs, which has already begun in advance of the expiration of current Federal transportation law on September 20, 2026;
- Support future applications for discretionary funding from federal agency grant programs;
- Assist the City in obtaining meetings and appointments with elected and appointed federal officials, whether in California or in Washington, D.C., as necessary to support the City's efforts at the federal level.
- Consider and coordinate Congressional and federal agency tours of City venues;
- Assist the City in coordinating and executing official City elected officials/professional staff member(s) trips to Washington D.C., if such meetings are deemed necessary to support the City's goals.

EXHIBIT B

RATE SCHEDULE

Activity	**Rate**
Retainer	$6,255.00/month
Reimbursement Expenses	$4,380.00 (not to exceed)

Reimbursable Expenses

When travel is required, Consultant shall be entitled to reimbursement from City for pre-approved, necessary, and reasonable expenses including, but not limited to, economy airfare, lodging, cab fare, and travel-related meals in accordance with the City's travel and reimbursement policy.

Cost of Living Adjustment

Retainer and Reimbursement Expenses rates will increase (rounded to the nearest five dollars based on the prior year's rate) on July 1, 2026, and annually each July 1st thereafter, based on the Los Angeles-Long Beach-Anaheim area Consumer Price Index (CPI) percent change in price for the 12-month period ending in April of that same year.

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. 6.3

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Sam Pedroza, Asst. City Manager

DATE: June 26, 2025

SUBJECT: Consideration of Resolution No. CC 2025-26 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO THE GABRIEL FOUNDATION, IN THE AMOUNT OF ONE HUNDRED TWENTY THOUSAND DOLLARS ($120,000.00), FOR THE INDUSTRY HILLS CHARITY PRO RODEO

Background:

The Gabriel Foundation ("Foundation") is a non-profit organization that supports disadvantaged children and those with special needs in the San Gabriel Valley by raising funds that are used to help organizations throughout the community. These organizations include Delhaven Community Center, Industry Sheriff's Youth Athletic League, YMCA, Friends of the Heart, Citrus Valley Health, New Horizons, San Gabriel Valley Dental, and SGV Boys and Girls Club. The Foundation works to provide funding to these organizations, so they may be able to provide the assistance needed.

Discussion:

The City has been a long-time supporter of the Foundation and a sponsor of the Industry Hills Charity Pro Rodeo. This year, the Foundation is implementing changes in order to improve the quality of the event and increase revenue, such as moving the Hospitality Corral back indoors to the Pavilion, expanding Friday Community Kids Day, increasing the Purse Money for Cowboys and Cowgirls to entice high-quality participants, and adding Junior Bull Riding. As a result, the Foundation is requesting an increase of $15,000 to the City's annual sponsorship. The donation of $120,000.00, along with other fundraising activities will help the Foundation continue supporting the community. The City's donation serves a public purpose by contributing to an organization that supports youth and those with special needs. In addition to its monetary donation, the City provides an in-kind donation of City Staff support services for the Industry Hills Charity Pro Rodeo, which is determined by City Staff's availability to assist with event planning, set up, supporting day-of activities, and event tear down. At least one month prior to the Industry Hills Charity Pro Rodeo, the City Manager will provide the City Council with an

estimate of the time and number of Staff necessary to assist with the event.

Fiscal Impact:

In the Fiscal Year 2024/25 budget, $371,000.00 was approved for Donations for Community Promotions and Economic Development. $105,000.00 was budgeted for this donation and there are no additional funds remaining in the budget for Donations this fiscal year, therefore an appropriation of $15,000.00 is required for the Donations for Community Promotions and Economic Development account (Account No. 100-621-5602) from the General Fund.

Recommendation:

Staff recommends that the City Council adopt Resolution No. CC 2025-26.

Exhibits:

1. A. Resolution No. CC 2025-26

RESOLUTION NO. CC 2025-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO THE GABRIEL FOUNDATION, IN THE AMOUNT OF ONE HUNDRED TWENTY THOUSAND DOLLARS ($120,000.00), FOR THE INDUSTRY HILLS CHARITY PRO RODEO

RECITALS

WHEREAS, The Gabriel Foundation ("Foundation") is a California non-profit organization that raises funds to provide programs and resources to disadvantaged children and those with special needs, throughout the San Gabriel Valley. The Foundation has sponsored the Community Kids Day and has introduced Western Heritage to thousands of children in the grades three through five; and

WHEREAS, the Foundation requested a donation from the City to assist with the Industry Hills Charity Pro Rodeo. The donation of $120,000.00, along with other fund-raising activities will help the Foundation continue supporting the community; and

WHEREAS, in 2024, the Foundation received a $105,000.00 donation from the City to assist in the operation of its programs, promotion and conducting its events; and

WHEREAS, this year, the Foundation is requesting an increase of $15,000.00 to the City's annual sponsorship in order to improve the quality of the event and increase revenue; and

WHEREAS, in addition to its monetary donation, the City provides an in-kind donation of City Staff support services for the Industry Hills Charity Pro Rodeo, which is determined by City Staff's availability to assist with event planning, set up, supporting day-of activities, and event tear down; and

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

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

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

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

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

SECTION 3: The City Council approves a donation to the Foundation in the amount of One Hundred Twenty Thousand Dollars ($120,000.00), as well as an in-kind donation of necessary City Staff support services. At least one month prior to the Industry Hills Charity Pro Rodeo, the City Manager shall provide an estimate of the time and number of Staff necessary to assist with the event.

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

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

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on June 26, 2025, by the following vote:

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

_____

Cory C. Moss, Mayor

ATTEST:

_____

Julie Gutierrez-Robles, City Clerk

ITEM NO. 6.4

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Yamini Pathak, Finance Director

DATE: June 26, 2025

SUBJECT: Consideration of Resolution No. 2025-23, a Resolution of the City Council of the City of Industry, California, Approving Blanket Purchase Orders for Vendors Totaling $10,000.00 and Over for FY 2025-2026

Background:

Annually, after the City's operating budget is adopted, the Finance Department presents to the City Council for its consideration, a blanket purchase order ("BPO") Vendor List for all vendors with whom the City anticipates spending over $10,000.00 in the fiscal year. On June 10, 2026, the City Council approved and adopted the City's Operating Budget for FY 2025-26 ("FY 26"). The FY 26 BPO Vendor List was developed in line with the FY 26 Adopted Budget, and in accordance with the City's Code.

Discussion:

BPOs are a customary financial practice among cities in California and are utilized to pay for goods and supplies, professional or maintenance services, and/or equipment with vendors that the City regularly conducts business with during the fiscal year. Although most BPOs can be created under the City Manager's purchasing authority, as an added level of fiscal control and transparency, at the beginning of each fiscal year a list of BPOs for vendors with whom the City regularly conducts business, that total $10,000.00 and over annually, is presented to Council for formal approval, as stated in City's Procurement Policy. This streamlines the purchasing process where necessary and assists staff to efficiently obtain goods and supplies, professional or maintenance services, and/or equipment to tend to its day-to-day operations.

BPOs are not intended to bypass or supersede the bidding provisions as outlined in the City's Code or intended to bypass the City's standard agreements and terms. Departments must adhere to the requirements of the City's procurement policy, and must obtain informal bidding, quotes, or go through a formal procurement process as necessary. Finance will strictly enforce the procurement policy, and ensure departments are adhering to the correct purchasing procedures.

As such, outlined below is a summary of the City's Code, as it pertains to the Purchasing and Bidding Procedures (Chapter 3.04), that departments must follow and adhere to when obtaining goods and supplies, professional or maintenance services, and/or equipment.

Any additional purchase orders beyond dollar amounts approved in the BPO will be submitted to the City Manager or City Council, following procedures set forth in the City Code and Purchasing Policy.

Supplies & Equipment (Section 3.04.050) - For supplies and equipment, purchases of $100,000.00 and under may be made at the discretion of the City Manager.

Upon the approval of the City Council, BPOs will be created for all vendors the City regularly conducts business with for supplies and equipment for FY 26.

Pursuant to Section 3.04.040 of the Code, purchases of supplies and equipment over $100,000.00 require a formal bidding process and formal approval by the Council. Should items over $100,000.00 be taken to Council during the current fiscal year, BPOs will be created for these items as Council approves them.

Services (Section 3.04.055) - Procurement of professional services of an estimated value of fifty thousand dollars ($50,000.00) or less may be made by the city manager at his or her discretion on the open market without specific solicitation or competitive bidding requirements. Professional services greater than fifty thousand dollars ($50,000.00) shall require prior approval by the city council.

The City is proposing BPOs for services that include on-going periodic facilities maintenance, car services for City vehicles, newspaper bid advertising services, or restroom rentals where needed, for vendors the City regularly conducts business with. These services exclude public works projects. The City is requesting BPOs to streamline the purchase order and invoice processing flow for repetitive, required services for day-to-day operations.

BPO Vendor List for FY 26

The BPO Vendor List for FY 26, attached as Exhibit A, includes all vendors with whom the City regularly conducts business. The BPO amounts are estimated amounts based on historical spending levels; BPO amounts are in line with the FY 26 Adopted Budget.

BPOs will also be utilized for all vendors that total less than $10,000.00 annually, and with whom the City conducts business on a recurring basis throughout the fiscal year.

Fiscal Impact:

The BPOs for all vendors listed in Exhibit A total $760,000.00. This has been accounted for and included in the FY 26 Adopted Budget.

Recommendation:

Staff recommends the City Council adopt Resolution No. 2025-23, approving the BPO Vendor List for vendors totaling $10,000.00 and over for FY 26.

Exhibits:

1. COI Resolution Blanket Purchase Orders FY 26
2. CITY Blanket PO list FY25-26

RESOLUTION NO. CC 2025-23

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING BLANKET PURCHASE ORDERS FOR VENDORS TOTALING $10,000.00 AND OVER FOR FY 2025-2026

WHEREAS, in FY 2016-17 ("FY 17"), the Financial Services Department ("Finance") implemented several new internal controls and financial procedures Citywide, in which blanket purchase orders ("BPOs") were identified as a critical fiscal control that allows the City and staff to procure goods and supplies, professional or maintenance services, and/or equipment in a timely manner to efficiently administer the day-to-day operations of the City; and

WHEREAS, BPOs are a customary financial practice among cities in California; and in summary, are utilized to pay for goods and services with vendors that the City regularly conducts business with during the fiscal year; and

WHEREAS, annually, after the City's operating budget is adopted, the Finance Department presents to the City Council for its consideration, a BPO Vendor List for all vendors with whom the City anticipates spending over $10,000.00 in the upcoming fiscal year; and

WHEREAS, on June 10, 2025, the City Council approved and adopted the City's Operating Budget and budgets for other entities for FY 2025-26 ("FY 26"); and

WHEREAS, the FY 26 BPO Vendor List was developed in accordance with Chapter 3.04 of the City of Industry's Municipal Code as it pertains to purchasing and bidding procedures; and

WHEREAS, the FY 26 BPO Vendor List was also developed in accordance with the FY 26 Adopted Budget.

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

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

Section 2. The City Council hereby approves the list of BPOs, attached hereto as Exhibit A, and incorporated herein by reference, for all vendors that total $10,000.00 and over for FY 26.

Section 3. The City Council authorizes the City Manager, and/or his designee, to prepare and execute all BPOs identified and listed on said Exhibit A.

Section 4. 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 5. The City Clerk shall certify to the passage and adoption of this resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry, California, at a regular meeting held on June 26, 2025.

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

_____
Cory C. Moss, Mayor

ATTEST:

_____
Julie Gutierrez-Robles, City Clerk

City of Industry
Blanket Purchase Order Vendor List for FY 2025-26 ("FY 26")
Exhibit A
Vendors Totaling $10,000 and Over

SERVICES

Item #	Vendor Name	FY 26 Proposed Amount	Primary Purpose
1	Alliance Janitorial	15,000	Carpet cleaning services
2	Al's Mechanical Inc	15,000	Mechanical maintenance services
3	Blake Air Conditioning Company	15,000	Air conditioning maintenance services
4	Chem Pro LLC	15,000	Water treatment services
5	Consilio LLC	25,000	Legal document management services
6	DB Sales & Services	10,000	Boiler maintenance services
7	Espy's Electrical Services Inc	15,000	Electric maintenance services
8	Fuel Pros, Inc.	15,000	Fuel services - Industry Hills Fuel Station
9	Fullerton Electric	15,000	Electric maintenance services
10	Garcia's Fence Corp	15,000	Fence maintenance services
11	GMS Elevator Services	10,000	Elevator maintenance services
12	Haddick's Towing Inc	10,000	Container storage, vehicle repairs, towing and smog tests services
13	Hazzard Backflow Inc	15,000	Backflow maintenance services
14	Irri-Care Plumbing and Backflow Testing	15,000	Backflow maintenance services
15	Kline's Plumbing Inc.	15,000	Plumbing maintenance services
16	Mortise & Tenon Building Corp	15,000	Handyman maintenance services
17	Mr. Plant & Interior Botanical Designs	15,000	Plant maintenance services
18	Puente Hills Ford	10,000	Vehicle maintenance services
19	Ramos and Sons	15,000	Plumbing maintenance services
20	San Gabriel Valley Newspaper Group	35,000	Advertisement, notices for invitation of bids, public hearings, etc.
21	So Cal Industries	10,000	Restroom rental
22	Southern Tire Mart	10,000	Vehicle maintenance services
23	Temp Air System, Inc.	10,000	Air conditioning maintenance services
24	The Big Norwegian	15,000	Vehicle maintenance services
25	Vanguard Cleaning Systems Inc	15,000	Cleaning services at Homestead Museum
26	Vortex Industries Inc	10,000	Gate mainetenance services
		$ 380,000.00	

SUPPLIES

Item #	Vendor Name	FY 26 Proposed Amount	Primary Purpose
27	B2 Print	20,000	Office supplies - City letterhead, envelopes, & business cards
28	BAVCO	10,000	Backflow maintenance supplies
29	Consolidated Electrical Distributors	10,000	Lighting materials and supplies
30	Core & Main	10,000	Water parts and supplies
31	Home Depot	10,000	Property maintenance supplies
32	Lowe's	10,000	Property maintenance supplies
33	Merritt's Ace Hardware	10,000	Property maintenance supplies
34	MX Graphics	25,000	Supplies-printing/signs
35	ODP Business Solutions	30,000	Office supplies
36	SC Fuels	180,000	Fuel purchase for Industry Hills Fuel Tanks
37	Special T Water System	10,000	Supplies and delivery service
38	Staples Business Advantage	15,000	Office supplies
		$ 340,000.00	

SERVICES & SUPPLIES

Item #	Vendor Name	FY 26 Proposed Amount	Primary Purpose
39	Locks Plus	15,000	Supplies-key, locks and materials and repair services
40	Cintas Corporation	15,000	Door mats and first aid supplies
41	Post Alarm Systems	10,000	Alarm services and supplies
		$ 40,000.00	

TOTAL CITY	**$ 760,000.00**

ITEM NO. 6.5

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Yamini Pathak, Finance Director

DATE: June 26, 2025

SUBJECT: Consideration of Resolution No. CC 2025-17 – A Resolution of the City Council of the City of Industry, California Approving and Establishing the Fiscal Year 2025-2026 Appropriations Limit, and Selecting the Growth in the California per Capita Personal Income and Population Growth Adjustment Factors for the County of Los Angeles, Pursuant to Article XIIIB of the California Constitution

---

Background:

The appropriations limit is a State-mandated requirement for all cities that must be approved by the City Council prior to the start of the fiscal year. The appropriations limit sets the City's annual cap for spending tax proceeds for the fiscal year.

In accordance with the provisions set forth in Government Code Section 7910, 15 days prior to the meeting adopting the appropriations limit, documentation used in the determination of the appropriations limit and other necessary determinations must be made available to the public.

Discussion:

The FY 2025-26 ("FY 26") appropriations limit was calculated by using the growth in the California per capita personal income and the County of Los Angeles' population growth adjustment factors. The FY 26 combined growth rate was calculated at 6.759%, which increases the appropriations limit for the City to $1,229,080,955. The public notice regarding the availability of documents related to the appropriations limit was posted to the City's bulletin board and website on June 3, 2025.

The appropriations limit calculation is attached to this Staff Report and was developed in accordance with the FY 26 Proposed Operating Budget. Based on the calculation and City's adopted budget levels, the City will be well under the cap for FY 26.

Fiscal Impact:

The appropriations limit of $1,229,080,955 will be established for FY 2025-26. There is no fiscal impact associated with this report.

Recommendation:

Staff recommends the City Council adopt Resolution No. CC 2025-17, approving the Appropriations Limit for FY 2025-26.

Exhibits:

1. COI Resolution FY 25-26 Appropriations Limit
2. Exhibit A - Apropriation Limit Calculation FY25-26

RESOLUTION NO. CC 2025-17

CONSIDERATION OF RESOLUTION NO. CC 2025-17 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA APPROVING AND ESTABLISHING THE FISCAL YEAR 2025-2026 APPROPRIATIONS LIMIT, AND SELECTING THE GROWTH IN THE CALIFORNIA PER CAPITA PERSONAL INCOME AND POPULATION GROWTH ADJUSTMENT FACTORS FOR THE COUNTY OF LOS ANGELES, PURSUANT TO ARTICLE XIIIB OF THE CALIFORNIA CONSTITUTION

WHEREAS, the appropriations limit is a State-mandated requirement for all cities, that must be approved by the City Council prior to the start of the fiscal year; and

WHEREAS, the appropriations limit sets the City's annual cap for spending tax proceeds for the fiscal year; and

WHEREAS, in accordance with the provisions set forth in Government Code Section 7910, 15 days prior to the meeting adopting the appropriations limit, documentation used in the determination of the appropriations limit and other necessary determinations must be made available to the public; and

WHEREAS, the City posted its public notice regarding the availability of documents related to the appropriations limit calculation to the City's bulletin board and website on June 3, 2025; and

WHEREAS, the Appropriations Limit was developed in accordance with the FY 2025-26 ("FY 26") Proposed Operating Budget; and

WHEREAS, the FY 26 Appropriations Limit was calculated by using the growth in the California per capita personal income and the County of Los Angeles' population growth adjustment factors. The FY 26 combined growth rate was calculated at 6.759 percent.

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

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

Section 2. The appropriations limit of the City of Industry for the 2025-26 Fiscal Year is hereby approved and established at **$1,229,080,955** pursuant to Article XIIIB of the California Constitution.

Section 3. The appropriations limit was calculated by using the growth in the California per capita personal income and the County of Los Angeles' population growth adjustment factors, which was calculated to be 6.759 percent.

Section 4. The provisions of this resolution are severable and if any provision, clause, sentence, word or part there for 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 5. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on June 26, 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

EXHIBIT A

ANNUAL APPROPRIATIONS LIMIT CALCULATION
FOR FISCAL YEAR 2025-26

Inflation Factor (Selected higher of the following):				
Growth in the California per capita personal income	6.44%	State Department of Finance	1.0644 Factor	**Selected for Calculation**
Growth in the non-residential assessed valuation due to new construction within the City	2.09%	HDL Coren & Cone		
Population Factor (Selected higher of the following):				
City	-0.23%	State Department of Finance		
County	0.30%	State Department of Finance	1.0030 Factor	**Selected for Calculation**

Annual Limits Calculation:

Appropriations Limit for Fiscal Year 2024-25: $ 1,151,263,379 (A)

Adjustment Factors For Fiscal Year 2025-26:

Inflation Factor (B)	Population Factor (C)
1.0644	1.0030

Combined Factor (B times C)

1.06759 0.06759 (D)

Adjustment for Inflation & Population (A times D): $ 77,817,576

Appropriation Limit for Fiscal Year 2025-26: $ 1,229,080,955

HdL Coren & Cone

THE CITY OF INDUSTRY

NONRESIDENTIAL NEW CONSTRUCTION

2023/24 TO 2024/25 TAX YEARS - IN PARCEL NUMBER ORDER

FOR USE IN CALCULATING 2025/26 GANN LIMIT

Parcel	Use Category	Owner	Prior Year Improvements	Current Year Improvements	Percent Change
8125-018-018	Commercial	Operating Eng Funds Inc Cotrustee Opei	4,417,492	5,006,615	+ 13.3%
8203-032-016	Industrial	Tropicana Manufacturing Company Inc	12,569,502	19,263,006	+ 53.3%
8208-019-017	Industrial	Quemetco West Llc	1,666,378	2,991,442	+ 79.5%
8208-024-071	Miscellaneous	Northrop Grumman Systems Corporatior	0	413,871	+ 99,999.9%
8242-025-036	Industrial	Sing Tao Newpapers La Limited	2,160,216	2,236,940	+ 3.6%
8242-030-005	Industrial	Teledyne Instruments Inc	4,638,737	4,792,626	+ 3.3%
8245-001-049	Industrial	O Tasty Foods Inc	1,825,404	2,053,628	+ 12.5%
8245-004-015	Commercial	Ryder Truck Rentals Inc	574,904	621,014	+ 8.0%
8245-004-023	Industrial	Carrara Marble Co Of America Inc	2,423,341	2,480,856	+ 2.4%
8264-003-015	Industrial	Quality Naturally Foods Inc	5,072,212	5,185,075	+ 2.2%
8264-019-018	Industrial	Morehouse Foods Inc	5,322,152	5,475,638	+ 2.9%
8561-020-004	Industrial	Custom Alloy Sales Inc	4,024,499	4,913,686	+ 22.1%
12 Parcels Listed			**44,694,837**	**55,434,397**	**+ 24.0%**

This calculation reflects the 2024/25 increase in taxable values for this city due to non-residential new construction as a percentage of the total taxable value **Increase** (as of the 2024/25 lien year roll date). This percentage may be used as an alternative to the change in California per-capita personal income for calculating a taxing agency's annual adjustment of its Appropriation Limit pursuant to Article XIIIB of the State Constitution as Amended by Proposition 111 in June, 1990.

Total Change in Non-Residential Valuation Due to New Development	10,739,560
Less Automatic 2.000% Assessors's Inflation Adjustment	-893,897
Actual Change in Non-Residential Valuation	9,845,663
Change in Total Assessed Value	470,649,890
= Alternate 2025/26 Appropriations Limit Factor	**2.09%**

Includes taxable primary parcels with known nonresidential use codes, no prior lien year transfers, and improvement value increases greater than 2.0%
Change in Total Assessed Value is the assessed value change of the locally assessed secured and unsecured tax rolls.

Data Source: Los Angeles County Assessor 2024/25 Secured Tax Rolls

Prepared On 3/14/2025 By MV

This report is not to be used in support of debt issuance or continuing disclosure statements without the written consent of HdL, Coren & Cone

DEPARTMENT OF FINANCE
OFFICE OF THE DIRECTOR

Gavin Newsom ▪ Governor
1021 O Street, Suite 3110 ▪ Sacramento CA 95814 ▪ www.dof.ca.gov

May 2025

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit
California Revenue and Taxation Code Section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2025, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2025-26. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2025-26 appropriations limit. Attachment B provides the city and unincorporated county population percentage change along with the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts
Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code Section 2228 provides additional information regarding the appropriations limit. Article XIII B, Section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: http://leginfo.legislature.ca.gov/faces/codes.xhtml.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification
The population certification program applies only to cities and counties. California Revenue and Taxation Code Section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2025.**

Please Note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

JOE STEPHENSHAW
Director
By:

ERIKA LI
Chief Deputy Director

Attachment

A. **Price Factor**: Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2025-26 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2025-26	6.44

B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2025-26 appropriation limit.

2025-26:

Per Capita Cost of Living Change = 6.44 percent
Population Change = 0.28 percent

Per Capita Cost of Living converted to a ratio: $\frac{6.44 + 100}{100} = 1.0644$

Population converted to a ratio: $\frac{0.28 + 100}{100} = 1.0028$

Calculation of factor for FY 2025-26: $1.0644 \times 1.0028 = 1.0674$

About the Data

FISCAL YEAR 2025-26
Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2024 to January 1, 2025 and Total Population January 1, 2025

City	County	Percent Change 24-25	Population Minus Exclusions 1-1-24	Population Minus Exclusions 1-1-25	Total Population 1-1-25
Alameda City	Alameda	-0.22	78,406	78,236	79,020
Albany City	Alameda	0.28	20,520	20,578	20,578
Berkeley City	Alameda	1.32	126,676	128,348	128,348
Dublin City	Alameda	2.17	72,462	74,031	74,691
Emeryville City	Alameda	-0.28	13,509	13,471	13,471
Fremont City	Alameda	0.16	232,241	232,619	232,619
Hayward City	Alameda	0.24	161,977	162,359	162,359
Livermore City	Alameda	-0.23	86,094	85,899	85,899
Newark City	Alameda	1.04	48,382	48,886	48,886
Oakland City	Alameda	0.52	424,015	426,237	426,457
Piedmont City	Alameda	-0.28	10,836	10,806	10,806
Pleasanton City	Alameda	-0.38	77,526	77,232	77,232
San Leandro City	Alameda	-0.35	88,124	87,813	87,813
Union City	Alameda	-0.36	66,898	66,657	66,657
Balance of County	Alameda	-0.27	147,978	147,579	147,646
Incorporated	Alameda	0.37	1,507,666	1,513,172	1,514,836
County Total	Alameda	0.31	1,655,644	1,660,751	1,662,482
Balance of County	Alpine	-0.42	1,181	1,176	1,177
County Total	Alpine	-0.42	1,181	1,176	1,177
Amador City	Amador	-0.51	197	196	196
Ione City	Amador	-0.19	5,173	5,163	9,037
Jackson City	Amador	-1.69	4,905	4,822	4,822
Plymouth City	Amador	1.17	1,109	1,122	1,122
Sutter Creek City	Amador	-1.63	2,580	2,538	2,538
Balance of County	Amador	-1.63	22,167	21,805	21,848
Incorporated	Amador	-0.88	13,964	13,841	17,715
County Total	Amador	-1.34	36,131	35,646	39,563
Biggs City	Butte	-1.25	1,998	1,973	1,973
Chico City	Butte	2.59	110,971	113,847	113,847
Gridley City	Butte	-1.10	7,383	7,302	7,302
Oroville City	Butte	2.25	19,221	19,653	19,653
Paradise Town	Butte	7.83	10,283	11,088	11,088
Balance of County	Butte	-7.51	58,017	53,662	53,662
Incorporated	Butte	2.67	149,856	153,863	153,863
County Total	Butte	-0.17	207,873	207,525	207,525
Angels City	Calaveras	-0.42	3,585	3,570	3,570
Balance of County	Calaveras	-0.21	41,183	41,096	41,152
Incorporated	Calaveras	-0.42	3,585	3,570	3,570
County Total	Calaveras	-0.23	44,768	44,666	44,722
Colusa City	Colusa	-0.18	6,548	6,536	6,536
Williams City	Colusa	-0.48	5,616	5,589	5,589
Balance of County	Colusa	-0.28	9,929	9,901	9,901
Incorporated	Colusa	-0.32	12,164	12,125	12,125
County Total	Colusa	-0.30	22,093	22,026	22,026
Antioch City	Contra Costa	0.52	116,177	116,781	116,781
Brentwood City	Contra Costa	0.60	65,353	65,747	65,747
Clayton City	Contra Costa	-0.46	10,793	10,743	10,743
Concord City	Contra Costa	-0.34	123,074	122,650	122,650
Danville Town	Contra Costa	-0.16	43,030	42,960	42,960
El Cerrito City	Contra Costa	-0.31	25,943	25,862	25,862
Hercules City	Contra Costa	-0.50	26,357	26,225	26,225
Lafayette City	Contra Costa	-0.08	25,073	25,054	25,054
Martinez City	Contra Costa	-0.15	36,871	36,817	36,817
Moraga City	Contra Costa	-1.98	16,973	16,637	16,637
Oakley City	Contra Costa	1.32	46,218	46,826	46,826
Orinda City	Contra Costa	-0.23	19,395	19,351	19,351
Pinole City	Contra Costa	-0.45	18,344	18,261	18,261
Pittsburg City	Contra Costa	0.64	75,887	76,374	76,374
Pleasant Hill City	Contra Costa	-0.28	33,694	33,601	33,601
Richmond City	Contra Costa	-0.24	113,872	113,594	113,594
San Pablo City	Contra Costa	0.18	31,450	31,507	31,507
San Ramon City	Contra Costa	0.18	83,245	83,391	83,391
Walnut Creek City	Contra Costa	-0.44	70,238	69,927	69,927
Balance of County	Contra Costa	-0.20	176,178	175,833	175,917
Incorporated	Contra Costa	0.03	981,987	982,308	982,308
County Total	Contra Costa	0.00	1,158,165	1,158,141	1,158,225
Crescent City	Del Norte	-0.69	4,064	4,036	6,056
Balance of County	Del Norte	-1.44	20,738	20,439	20,488
Incorporated	Del Norte	-0.69	4,064	4,036	6,056
County Total	Del Norte	-1.32	24,802	24,475	26,544
Placerville City	El Dorado	0.14	10,617	10,632	10,642
South Lake Tahoe City	El Dorado	-0.05	21,033	21,022	21,022
Balance of County	El Dorado	0.09	158,862	159,009	159,106
Incorporated	El Dorado	0.01	31,650	31,654	31,664
County Total	El Dorado	0.08	190,512	190,663	190,770
Clovis City	Fresno	1.13	127,674	129,121	129,121
Coalinga City	Fresno	0.00	13,419	13,419	17,608
Firebaugh City	Fresno	2.40	8,510	8,714	8,714
Fowler City	Fresno	3.11	7,436	7,667	7,667
Fresno City	Fresno	0.77	552,416	556,690	557,032
Huron City	Fresno	7.96	6,421	6,932	6,932
Kerman City	Fresno	0.76	17,403	17,535	17,535
Kingsburg City	Fresno	0.90	13,167	13,285	13,285

Mendota City	Fresno	0.89	12,598	12,710	12,710
Orange Cove City	Fresno	0.99	9,622	9,717	9,717
Parlier City	Fresno	0.78	14,535	14,649	14,649
Reedley City	Fresno	2.52	25,950	26,603	26,603
Sanger City	Fresno	1.44	26,652	27,037	27,037
San Joaquin City	Fresno	0.03	3,653	3,654	3,654
Selma City	Fresno	0.40	24,487	24,585	24,585
Balance of County	Fresno	0.17	158,883	159,148	160,204
Incorporated	Fresno	0.97	863,943	872,318	876,849
County Total	Fresno	0.84	1,022,826	1,031,466	1,037,053
Orland City	Glenn	1.17	8,603	8,704	8,704
Willows City	Glenn	1.62	6,372	6,475	6,475
Balance of County	Glenn	1.33	14,004	14,190	14,190
Incorporated	Glenn	1.36	14,975	15,179	15,179
County Total	Glenn	1.35	28,979	29,369	29,369
Arcata City	Humboldt	1.66	18,691	19,001	19,001
Blue Lake City	Humboldt	-0.70	1,144	1,136	1,136
Eureka City	Humboldt	0.00	25,966	25,967	26,122
Ferndale City	Humboldt	-0.44	1,367	1,361	1,361
Fortuna City	Humboldt	-0.38	12,245	12,198	12,198
Rio Dell City	Humboldt	-0.71	3,255	3,232	3,232
Trinidad City	Humboldt	-0.67	298	296	296
Balance of County	Humboldt	-0.73	70,625	70,107	70,471
Incorporated	Humboldt	0.36	62,966	63,191	63,346
County Total	Humboldt	-0.22	133,591	133,298	133,817
Brawley City	Imperial	0.84	28,710	28,952	28,952
Calexico City	Imperial	0.78	39,762	40,073	40,073
Calipatria City	Imperial	0.69	3,646	3,671	6,061
El Centro City	Imperial	1.12	45,456	45,966	46,007
Holtville City	Imperial	0.57	5,653	5,685	5,685
Imperial City	Imperial	1.98	22,422	22,866	22,866
Westmorland City	Imperial	0.39	2,076	2,084	2,084
Balance of County	Imperial	0.59	31,371	31,557	34,771
Incorporated	Imperial	1.06	147,725	149,297	151,728
County Total	Imperial	0.98	179,096	180,854	186,499
Bishop City	Inyo	-0.10	3,854	3,850	3,850
Balance of County	Inyo	-0.31	14,938	14,892	14,950
Incorporated	Inyo	-0.10	3,854	3,850	3,850
County Total	Inyo	-0.27	18,792	18,742	18,800
Arvin City	Kern	0.99	19,796	19,991	19,991
Bakersfield City	Kern	1.16	414,451	419,238	419,238
California City	Kern	0.97	13,189	13,317	13,317
Delano City	Kern	1.15	46,036	46,566	52,831
Maricopa City	Kern	0.59	1,018	1,024	1,024
McFarland City	Kern	2.24	13,902	14,213	14,213
Ridgecrest City	Kern	0.25	27,664	27,732	28,386
Shafter City	Kern	4.72	22,356	23,412	23,455
Taft City	Kern	-0.03	7,089	7,087	7,087
Tehachapi City	Kern	0.64	9,372	9,432	11,476
Wasco City	Kern	-2.55	23,447	22,850	26,235
Balance of County	Kern	0.05	304,188	304,351	306,708
Incorporated	Kern	1.09	598,320	604,862	617,253
County Total	Kern	0.74	902,508	909,213	923,961
Avenal City	Kings	1.07	9,431	9,532	13,315
Corcoran City	Kings	0.88	13,547	13,666	21,612
Hanford City	Kings	2.31	59,856	61,238	61,238
Lemoore City	Kings	2.10	27,122	27,692	27,692
Balance of County	Kings	1.45	25,135	25,500	30,158
Incorporated	Kings	1.98	109,956	112,128	123,857
County Total	Kings	1.88	135,091	137,628	154,015
Clearlake City	Lake	1.01	16,367	16,533	16,533
Lakeport City	Lake	-0.85	5,069	5,026	5,026
Balance of County	Lake	-0.61	45,889	45,607	45,695
Incorporated	Lake	0.57	21,436	21,559	21,559
County Total	Lake	-0.24	67,325	67,166	67,254
Susanville City	Lassen	1.90	9,199	9,374	12,270
Balance of County	Lassen	1.77	14,802	15,064	16,446
Incorporated	Lassen	1.90	9,199	9,374	12,270
County Total	Lassen	1.82	24,001	24,438	28,716
Agoura Hills City	Los Angeles	-0.18	19,940	19,904	19,904
Alhambra City	Los Angeles	0.22	82,176	82,353	82,374
Arcadia City	Los Angeles	0.13	56,044	56,116	56,116
Artesia City	Los Angeles	1.33	16,060	16,273	16,359
Avalon City	Los Angeles	-0.12	3,387	3,383	3,383
Azusa City	Los Angeles	-1.50	49,736	48,988	48,988
Baldwin Park City	Los Angeles	0.23	70,685	70,848	70,848
Bell City	Los Angeles	-0.15	33,366	33,315	33,315
Bellflower City	Los Angeles	-0.32	76,902	76,656	76,656
Bell Gardens City	Los Angeles	0.09	38,438	38,471	38,471
Beverly Hills City	Los Angeles	-0.12	31,984	31,945	31,945
Bradbury City	Los Angeles	0.78	895	902	902
Burbank City	Los Angeles	0.29	105,842	106,146	106,146
Calabasas City	Los Angeles	-0.26	22,856	22,797	22,797
Carson City	Los Angeles	0.07	91,745	91,808	91,812
Cerritos City	Los Angeles	-0.28	48,005	47,871	47,871
Claremont City	Los Angeles	-0.02	37,305	37,299	37,299
Commerce City	Los Angeles	-0.32	12,185	12,146	12,146
Compton City	Los Angeles	-0.01	93,699	93,692	93,692
Covina City	Los Angeles	0.92	50,625	51,090	51,090
Cudahy City	Los Angeles	-0.34	22,208	22,132	22,132

Culver City	Los Angeles	0.16	40,340	40,403	40,403
Diamond Bar City	Los Angeles	-0.07	53,577	53,539	53,539
Downey City	Los Angeles	-0.02	111,891	111,871	111,871
Duarte City	Los Angeles	-0.22	23,798	23,746	23,746
El Monte City	Los Angeles	0.82	107,056	107,938	107,986
El Segundo City	Los Angeles	-0.11	16,976	16,958	16,983
Gardena City	Los Angeles	0.14	60,176	60,263	60,263
Glendale City	Los Angeles	0.26	191,706	192,212	192,212
Glendora City	Los Angeles	-0.07	51,289	51,254	51,254
Hawaiian Gardens City	Los Angeles	0.07	13,552	13,561	13,561
Hawthorne City	Los Angeles	-0.25	85,868	85,653	85,653
Hermosa Beach City	Los Angeles	-0.22	19,055	19,014	19,014
Hidden Hills City	Los Angeles	0.23	1,742	1,746	1,746
Huntington Park City	Los Angeles	-0.32	53,213	53,041	53,051
Industry City	Los Angeles	-0.23	432	431	431
Inglewood City	Los Angeles	-0.29	106,617	106,305	106,305
Irwindale City	Los Angeles	-0.07	1,510	1,509	1,509
La Canada Flintridge City	Los Angeles	0.05	20,149	20,160	20,160
La Habra Heights City	Los Angeles	-0.13	5,510	5,503	5,503
Lakewood City	Los Angeles	0.10	80,517	80,596	80,596
La Mirada City	Los Angeles	-0.17	48,315	48,233	48,233
Lancaster City	Los Angeles	1.62	170,661	173,424	177,768
La Puente City	Los Angeles	0.10	37,508	37,546	37,546
La Verne City	Los Angeles	0.59	32,111	32,300	32,300
Lawndale City	Los Angeles	-0.20	30,921	30,860	30,860
Lomita City	Los Angeles	0.04	20,398	20,407	20,407
Long Beach City	Los Angeles	0.44	460,230	462,246	462,561
Los Angeles City	Los Angeles	0.44	3,813,575	3,830,479	3,835,263
Lynwood City	Los Angeles	0.45	66,360	66,660	66,660
Malibu City	Los Angeles	-0.18	10,623	10,604	10,604
Manhattan Beach City	Los Angeles	-0.18	34,111	34,051	34,051
Maywood City	Los Angeles	-0.25	24,557	24,496	24,496
Monrovia City	Los Angeles	1.94	38,181	38,920	38,920
Montebello City	Los Angeles	0.79	62,243	62,732	62,732
Monterey Park City	Los Angeles	-0.13	59,342	59,262	59,269
Norwalk City	Los Angeles	-0.32	100,585	100,265	101,075
Palmdale City	Los Angeles	0.31	166,580	167,097	167,097
Palos Verdes Estates City	Los Angeles	-0.12	13,014	12,999	12,999
Paramount City	Los Angeles	-0.08	52,415	52,371	52,371
Pasadena City	Los Angeles	0.41	140,054	140,631	140,631
Pico Rivera City	Los Angeles	0.00	60,859	60,858	60,858
Pomona City	Los Angeles	0.68	152,005	153,042	153,042
Rancho Palos Verdes City	Los Angeles	-0.25	40,831	40,727	40,727
Redondo Beach City	Los Angeles	-0.33	68,319	68,091	68,091
Rolling Hills City	Los Angeles	0.24	1,673	1,677	1,677
Rolling Hills Estates City	Los Angeles	-0.14	8,557	8,545	8,545
Rosemead City	Los Angeles	0.41	50,296	50,501	50,501
San Dimas City	Los Angeles	-0.05	34,226	34,209	34,209
San Fernando City	Los Angeles	0.62	23,546	23,692	23,692
San Gabriel City	Los Angeles	1.00	38,569	38,953	38,953
San Marino City	Los Angeles	-0.09	12,341	12,330	12,330
Santa Clarita City	Los Angeles	0.35	231,573	232,377	232,377
Santa Fe Springs City	Los Angeles	0.90	18,341	18,506	18,680
Santa Monica City	Los Angeles	0.19	93,034	93,212	93,212
Sierra Madre City	Los Angeles	-0.30	10,903	10,870	10,870
Signal Hill City	Los Angeles	-0.31	11,457	11,421	11,421
South El Monte City	Los Angeles	-0.02	19,538	19,535	19,535
South Gate City	Los Angeles	0.08	92,883	92,955	92,955
South Pasadena City	Los Angeles	0.06	26,272	26,287	26,287
Temple City	Los Angeles	0.70	36,069	36,322	36,322
Torrance City	Los Angeles	-0.10	143,410	143,261	143,261
Vernon City	Los Angeles	-0.48	208	207	207
Walnut City	Los Angeles	0.74	28,008	28,214	28,214
West Covina City	Los Angeles	-0.21	109,657	109,428	109,428
West Hollywood City	Los Angeles	0.10	35,250	35,284	35,284
Westlake Village City	Los Angeles	-0.31	7,943	7,918	7,918
Whittier City	Los Angeles	0.03	87,820	87,850	87,850
Balance of County	Los Angeles	0.18	1,001,862	1,003,674	1,004,490
Incorporated	Los Angeles	0.31	8,834,429	8,861,693	8,872,321
County Total	**Los Angeles**	**0.30**	**9,836,291**	**9,865,367**	**9,876,811**
Chowchilla City	Madera	-1.64	13,729	13,504	18,742
Madera City	Madera	-0.85	67,013	66,443	66,443
Balance of County	Madera	2.24	75,718	77,414	77,414
Incorporated	Madera	-0.98	80,742	79,947	85,185
County Total	Madera	0.58	156,460	157,361	162,599
Belvedere City	Marin	0.29	2,052	2,058	2,058
Corte Madera City	Marin	0.09	9,947	9,956	9,966
Fairfax City	Marin	0.09	7,400	7,407	7,407
Larkspur City	Marin	-0.15	12,750	12,731	12,731
Mill Valley City	Marin	0.07	13,679	13,688	13,688
Novato City	Marin	0.22	51,372	51,486	51,690
Ross City	Marin	0.83	2,290	2,309	2,309
San Anselmo City	Marin	0.26	12,519	12,551	12,551
San Rafael City	Marin	-0.05	59,917	59,885	59,885
Sausalito City	Marin	0.07	6,936	6,941	6,941
Tiburon Town	Marin	0.18	8,894	8,910	8,910
Balance of County	Marin	0.29	63,257	63,441	66,414
Incorporated	Marin	0.09	187,756	187,922	188,136
County Total	Marin	0.14	251,013	251,363	254,550
Balance of County	Mariposa	-0.21	16,897	16,861	16,917

County Total	Mariposa	-0.21	16,897	16,861	16,917
Fort Bragg City	Mendocino	-0.10	7,194	7,187	7,187
Point Arena City	Mendocino	1.57	445	452	452
Ukiah City	Mendocino	0.60	16,227	16,325	16,325
Willits City	Mendocino	-0.31	4,853	4,838	4,838
Balance of County	Mendocino	-0.09	61,031	60,975	61,025
Incorporated	Mendocino	0.29	28,719	28,802	28,802
County Total	Mendocino	0.03	89,750	89,777	89,827
Atwater City	Merced	-0.18	31,921	31,862	31,862
Dos Palos City	Merced	-0.28	5,728	5,712	5,712
Gustine City	Merced	-0.23	6,035	6,021	6,021
Livingston City	Merced	-0.07	14,451	14,441	14,441
Los Banos City	Merced	1.42	48,213	48,896	48,896
Merced City	Merced	5.26	93,138	98,039	98,039
Balance of County	Merced	-4.65	91,101	86,861	88,109
Incorporated	Merced	2.75	199,486	204,971	204,971
County Total	Merced	0.43	290,587	291,832	293,080
Alturas City	Modoc	-0.19	2,662	2,657	2,657
Balance of County	Modoc	-0.22	5,847	5,834	5,834
Incorporated	Modoc	-0.19	2,662	2,657	2,657
County Total	Modoc	-0.21	8,509	8,491	8,491
Mammoth Lakes Town	Mono	-1.47	7,145	7,040	7,040
Balance of County	Mono	-1.75	5,647	5,548	5,644
Incorporated	Mono	-1.47	7,145	7,040	7,040
County Total	Mono	-1.59	12,792	12,588	12,684
Carmel-by-the-Sea City	Monterey	-0.23	3,056	3,049	3,049
Del Rey Oaks City	Monterey	-0.32	1,551	1,546	1,546
Gonzales City	Monterey	-0.30	8,459	8,434	8,434
Greenfield City	Monterey	1.18	20,543	20,785	20,785
King City	Monterey	1.09	14,189	14,344	14,344
Marina City	Monterey	1.12	22,831	23,086	23,086
Monterey City	Monterey	-0.33	24,282	24,202	27,273
Pacific Grove City	Monterey	-0.43	14,935	14,871	14,871
Salinas City	Monterey	-0.24	161,039	160,645	160,645
Sand City	Monterey	-0.27	374	373	373
Seaside City	Monterey	1.35	26,367	26,724	32,019
Soledad City	Monterey	1.80	20,005	20,366	27,310
Balance of County	Monterey	-0.14	105,111	104,962	105,096
Incorporated	Monterey	0.25	317,631	318,425	333,735
County Total	Monterey	0.15	422,742	423,387	438,831
American Canyon City	Napa	2.94	21,757	22,396	22,396
Calistoga City	Napa	-0.41	5,181	5,160	5,160
Napa City	Napa	0.28	77,520	77,736	77,736
St Helena City	Napa	-0.13	5,356	5,349	5,349
Yountville City	Napa	-0.54	2,056	2,045	2,638
Balance of County	Napa	-0.30	21,840	21,775	22,845
Incorporated	Napa	0.73	111,870	112,686	113,279
County Total	Napa	0.56	133,710	134,461	136,124
Grass Valley City	Nevada	-0.72	13,461	13,364	13,364
Nevada City	Nevada	-0.86	3,365	3,336	3,336
Truckee Town	Nevada	0.03	16,923	16,928	16,928
Balance of County	Nevada	-0.63	67,092	66,667	66,726
Incorporated	Nevada	-0.36	33,749	33,628	33,628
County Total	Nevada	-0.54	100,841	100,295	100,354
Aliso Viejo City	Orange	-0.45	50,442	50,213	50,213
Anaheim City	Orange	-0.08	341,967	341,686	341,773
Brea City	Orange	-0.42	48,101	47,900	47,900
Buena Park City	Orange	-0.13	82,772	82,667	82,667
Costa Mesa City	Orange	0.25	110,048	110,321	110,321
Cypress City	Orange	-0.13	49,563	49,499	49,499
Dana Point City	Orange	-0.37	32,850	32,730	32,730
Fountain Valley City	Orange	-0.09	56,612	56,560	56,560
Fullerton City	Orange	-0.31	141,909	141,469	141,469
Garden Grove City	Orange	0.12	171,260	171,470	171,492
Huntington Beach City	Orange	-0.19	193,510	193,134	193,134
Irvine City	Orange	0.79	316,119	318,629	318,629
Laguna Beach City	Orange	0.02	22,759	22,763	22,763
Laguna Hills City	Orange	-0.41	30,435	30,309	30,309
Laguna Niguel City	Orange	0.65	64,834	65,257	65,257
Laguna Woods City	Orange	-0.46	17,262	17,183	17,183
La Habra City	Orange	-0.06	61,236	61,202	61,202
Lake Forest City	Orange	0.10	87,553	87,639	87,639
La Palma City	Orange	-0.44	15,177	15,110	15,110
Los Alamitos City	Orange	-0.32	12,044	12,006	12,006
Mission Viejo City	Orange	-0.28	91,993	91,740	91,740
Newport Beach City	Orange	-0.41	82,995	82,654	82,654
Orange City	Orange	0.95	138,403	139,724	139,724
Placentia City	Orange	2.52	52,653	53,982	53,982
Rancho Santa Margarita City	Orange	-0.46	46,553	46,341	46,341
San Clemente City	Orange	-0.35	63,085	62,865	62,865
San Juan Capistrano City	Orange	0.23	35,247	35,329	35,329
Santa Ana City	Orange	0.68	313,210	315,325	315,325
Seal Beach City	Orange	-0.47	24,439	24,325	24,400
Stanton City	Orange	-0.06	40,576	40,552	40,552
Tustin City	Orange	-0.15	79,449	79,326	79,326
Villa Park City	Orange	-0.21	5,750	5,738	5,738
Westminster City	Orange	0.13	90,181	90,295	90,295
Yorba Linda City	Orange	-0.46	66,573	66,267	66,267
Balance of County	Orange	0.54	132,313	133,023	133,033
Incorporated	Orange	0.15	3,037,560	3,042,210	3,042,394

County Total	Orange	0.17	3,169,873	3,175,233	3,175,427
Auburn City	Placer	-1.27	13,457	13,286	13,286
Colfax City	Placer	-1.48	2,026	1,996	1,996
Lincoln City	Placer	0.65	54,167	54,520	54,520
Loomis Town	Placer	-0.59	6,729	6,689	6,689
Rocklin City	Placer	0.28	72,967	73,172	73,172
Roseville City	Placer	0.76	157,304	158,494	158,494
Balance of County	Placer	-0.44	113,786	113,289	113,289
Incorporated	Placer	0.49	306,650	308,157	308,157
County Total	Placer	0.24	420,436	421,446	421,446
Portola City	Plumas	-0.94	2,118	2,098	2,098
Balance of County	Plumas	0.62	16,684	16,787	16,787
Incorporated	Plumas	-0.94	2,118	2,098	2,098
County Total	Plumas	0.44	18,802	18,885	18,885
Banning City	Riverside	-0.37	32,068	31,949	31,949
Beaumont City	Riverside	1.78	58,665	59,708	59,708
Blythe City	Riverside	-0.95	12,593	12,473	15,400
Calimesa City	Riverside	-0.79	11,082	10,994	10,994
Canyon Lake City	Riverside	-0.74	11,086	11,004	11,004
Cathedral City	Riverside	-0.67	51,962	51,615	51,651
Coachella City	Riverside	0.76	44,050	44,384	44,384
Corona City	Riverside	-0.32	159,667	159,157	159,157
Desert Hot Springs City	Riverside	0.02	33,255	33,262	33,262
Eastvale City	Riverside	-0.68	70,274	69,799	69,799
Hemet City	Riverside	0.20	91,751	91,934	91,934
Indian Wells City	Riverside	0.06	4,859	4,862	4,862
Indio City	Riverside	-0.17	92,693	92,539	92,539
Jurupa Valley City	Riverside	-0.90	106,830	105,870	105,928
Lake Elsinore City	Riverside	0.97	72,934	73,638	73,783
La Quinta City	Riverside	-0.90	39,148	38,796	38,796
Menifee City	Riverside	1.30	113,837	115,316	115,316
Moreno Valley City	Riverside	-0.27	211,389	210,823	210,823
Murrieta City	Riverside	0.44	111,299	111,789	111,789
Norco City	Riverside	-0.63	22,563	22,421	25,221
Palm Desert City	Riverside	0.04	51,961	51,980	51,980
Palm Springs City	Riverside	-0.63	44,760	44,476	44,476
Perris City	Riverside	0.36	80,947	81,240	81,240
Rancho Mirage City	Riverside	-0.62	17,227	17,120	17,120
Riverside City	Riverside	-0.37	321,479	320,278	320,337
San Jacinto City	Riverside	0.10	54,936	54,990	54,990
Temecula City	Riverside	1.19	110,898	112,220	112,220
Wildomar City	Riverside	0.05	37,060	37,077	37,077
Balance of County	Riverside	1.53	411,338	417,646	417,901
Incorporated	Riverside	0.02	2,071,273	2,071,714	2,077,739
County Total	Riverside	0.27	2,482,611	2,489,360	2,495,640
Citrus Heights City	Sacramento	-0.43	86,655	86,280	86,280
Elk Grove City	Sacramento	1.24	180,599	182,842	182,842
Folsom City	Sacramento	3.69	84,416	87,532	92,577
Galt City	Sacramento	1.38	25,738	26,092	26,092
Isleton City	Sacramento	-0.65	769	764	764
Rancho Cordova City	Sacramento	3.16	82,837	85,451	85,451
Sacramento City	Sacramento	0.31	526,327	527,979	527,979
Balance of County	Sacramento	-0.26	604,360	602,760	602,760
Incorporated	Sacramento	0.97	987,341	996,940	1,001,985
County Total	Sacramento	0.50	1,591,701	1,599,700	1,604,745
Hollister City	San Benito	0.51	43,272	43,492	43,492
San Juan Bautista City	San Benito	-0.81	2,095	2,078	2,078
Balance of County	San Benito	0.50	21,147	21,252	21,252
Incorporated	San Benito	0.45	45,367	45,570	45,570
County Total	San Benito	0.46	66,514	66,822	66,822
Adelanto City	San Bernardino	1.42	36,629	37,150	37,150
Apple Valley Town	San Bernardino	-0.11	75,339	75,255	75,262
Barstow City	San Bernardino	-0.55	24,634	24,498	24,811
Big Bear Lake City	San Bernardino	-0.48	4,977	4,953	4,953
Chino City	San Bernardino	1.76	90,123	91,712	95,206
Chino Hills City	San Bernardino	-0.18	77,452	77,314	77,314
Colton City	San Bernardino	-0.42	53,505	53,278	53,278
Fontana City	San Bernardino	0.96	217,084	219,172	219,172
Grand Terrace City	San Bernardino	-0.51	12,868	12,803	12,803
Hesperia City	San Bernardino	0.54	101,248	101,792	101,792
Highland City	San Bernardino	1.16	56,436	57,088	57,088
Loma Linda City	San Bernardino	-0.19	25,323	25,276	25,322
Montclair City	San Bernardino	-0.38	37,670	37,526	37,526
Needles City	San Bernardino	-0.54	4,817	4,791	4,791
Ontario City	San Bernardino	0.84	182,875	184,404	184,404
Rancho Cucamonga City	San Bernardino	0.44	175,227	175,992	175,992
Redlands City	San Bernardino	0.10	73,416	73,488	73,488
Rialto City	San Bernardino	1.09	104,426	105,565	105,565
San Bernardino City	San Bernardino	0.08	221,218	221,387	222,727
Twentynine Palms City	San Bernardino	7.84	14,775	15,934	24,257
Upland City	San Bernardino	-0.23	79,326	79,140	79,140
Victorville City	San Bernardino	0.49	135,981	136,652	141,013
Yucaipa City	San Bernardino	0.51	54,561	54,838	54,838
Yucca Valley Town	San Bernardino	0.03	22,021	22,027	22,027
Balance of County	San Bernardino	-0.22	290,454	289,811	297,505
Incorporated	San Bernardino	0.54	1,881,931	1,892,035	1,909,919
County Total	San Bernardino	0.44	2,172,385	2,181,846	2,207,424
Carlsbad City	San Diego	-0.24	116,652	116,368	116,368
Chula Vista City	San Diego	0.19	280,590	281,137	281,401
Coronado City	San Diego	-0.41	17,471	17,400	22,610

Del Mar City	San Diego	0.05	3,948	3,950	3,950
El Cajon City	San Diego	-0.47	105,429	104,932	104,932
Encinitas City	San Diego	0.17	61,851	61,956	61,956
Escondido City	San Diego	-0.63	151,386	150,425	150,425
Imperial Beach City	San Diego	-0.35	26,462	26,369	26,369
La Mesa City	San Diego	-0.27	61,072	60,908	60,908
Lemon Grove City	San Diego	0.93	27,903	28,163	28,163
National City	San Diego	0.07	56,900	56,941	58,965
Oceanside City	San Diego	0.44	173,569	174,340	174,340
Poway City	San Diego	0.86	49,948	50,379	50,379
San Diego City	San Diego	1.15	1,378,448	1,394,234	1,408,937
San Marcos City	San Diego	-0.14	97,261	97,123	97,123
Santee City	San Diego	-0.60	59,928	59,568	59,568
Solana Beach City	San Diego	-0.52	13,054	12,986	12,986
Vista City	San Diego	-0.14	101,740	101,599	101,599
Balance of County	San Diego	-0.19	470,041	469,135	509,160
Incorporated	San Diego	0.54	2,783,612	2,798,778	2,820,979
County Total	San Diego	0.44	3,253,653	3,267,913	3,330,139
San Francisco City	San Francisco	-0.39	844,789	841,467	842,027
Incorporated	San Francisco	-0.39	844,789	841,467	842,027
County Total	San Francisco	-0.39	844,789	841,467	842,027
Escalon City	San Joaquin	-1.43	7,337	7,232	7,232
Lathrop City	San Joaquin	4.03	37,102	38,596	38,596
Lodi City	San Joaquin	-0.25	67,262	67,093	67,093
Manteca City	San Joaquin	1.76	92,116	93,733	93,733
Mountain House City	San Joaquin	0.00		28,795	28,795
Ripon City	San Joaquin	-1.33	15,966	15,753	15,753
Stockton City	San Joaquin	-0.77	323,325	320,847	320,877
Tracy City	San Joaquin	0.73	97,501	98,215	98,215
Balance of County	San Joaquin	-16.29	159,392	133,422	135,562
Incorporated	San Joaquin	4.63	640,609	670,264	670,294
County Total	San Joaquin	0.46	800,001	803,686	805,856
Arroyo Grande City	San Luis Obispo	-0.64	18,025	17,910	17,910
Atascadero City	San Luis Obispo	-0.72	29,305	29,093	30,134
El Paso de Robles City	San Luis Obispo	0.24	30,988	31,061	31,061
Grover Beach City	San Luis Obispo	-0.35	12,455	12,411	12,411
Morro Bay City	San Luis Obispo	0.00	10,404	10,404	10,404
Pismo Beach City	San Luis Obispo	-0.69	7,858	7,804	7,804
San Luis Obispo City	San Luis Obispo	1.52	48,791	49,534	49,534
Balance of County	San Luis Obispo	-0.61	118,580	117,852	120,079
Incorporated	San Luis Obispo	0.25	157,826	158,217	159,258
County Total	San Luis Obispo	-0.12	276,406	276,069	279,337
Atherton Town	San Mateo	-0.33	7,030	7,007	7,007
Belmont City	San Mateo	3.90	27,146	28,206	28,206
Brisbane City	San Mateo	-0.51	4,700	4,676	4,676
Burlingame City	San Mateo	2.55	30,768	31,552	31,552
Colma Town	San Mateo	-0.70	1,421	1,411	1,411
Daly City	San Mateo	-0.16	102,315	102,155	102,155
East Palo Alto City	San Mateo	-0.65	29,325	29,133	29,133
Foster City	San Mateo	-0.60	32,856	32,658	32,658
Half Moon Bay City	San Mateo	-0.26	11,333	11,303	11,303
Hillsborough Town	San Mateo	0.38	11,211	11,254	11,254
Menlo Park City	San Mateo	-0.35	33,291	33,175	33,311
Millbrae City	San Mateo	-0.53	23,288	23,164	23,164
Pacifica City	San Mateo	-0.41	37,365	37,212	37,217
Portola Valley Town	San Mateo	-0.02	4,286	4,285	4,285
Redwood City	San Mateo	-0.57	82,546	82,073	82,073
San Bruno City	San Mateo	0.29	42,507	42,631	42,631
San Carlos City	San Mateo	-0.45	29,669	29,535	29,535
San Mateo City	San Mateo	0.09	104,221	104,315	104,315
South San Francisco City	San Mateo	0.39	65,146	65,397	65,397
Woodside Town	San Mateo	0.58	5,176	5,206	5,206
Balance of County	San Mateo	-0.32	62,047	61,848	61,848
Incorporated	San Mateo	0.11	685,600	686,348	686,489
County Total	San Mateo	0.07	747,647	748,196	748,337
Buellton City	Santa Barbara	2.23	4,980	5,091	5,091
Carpinteria City	Santa Barbara	0.09	12,723	12,735	12,735
Goleta City	Santa Barbara	0.45	32,601	32,747	32,747
Guadalupe City	Santa Barbara	1.81	8,694	8,851	8,851
Lompoc City	Santa Barbara	0.05	40,518	40,538	43,424
Santa Barbara City	Santa Barbara	0.31	86,159	86,422	86,451
Santa Maria City	Santa Barbara	1.19	110,885	112,208	112,208
Solvang City	Santa Barbara	0.47	5,728	5,755	5,755
Balance of County	Santa Barbara	0.52	136,287	136,992	139,870
Incorporated	Santa Barbara	0.68	302,288	304,347	307,262
County Total	Santa Barbara	0.63	438,575	441,339	447,132
Campbell City	Santa Clara	-0.22	43,377	43,281	43,281
Cupertino City	Santa Clara	-0.09	59,887	59,831	59,831
Gilroy City	Santa Clara	1.10	61,402	62,076	62,205
Los Altos City	Santa Clara	0.62	31,523	31,720	31,720
Los Altos Hills Town	Santa Clara	0.33	8,520	8,548	8,548
Los Gatos Town	Santa Clara	-0.43	33,500	33,355	33,355
Milpitas City	Santa Clara	-0.59	82,401	81,915	81,915
Monte Sereno City	Santa Clara	0.66	3,613	3,637	3,637
Morgan Hill City	Santa Clara	0.06	46,573	46,599	46,599
Mountain View City	Santa Clara	-0.19	86,674	86,513	86,513
Palo Alto City	Santa Clara	0.31	68,550	68,763	68,794
San Jose City	Santa Clara	-0.08	980,174	979,415	979,415
Santa Clara City	Santa Clara	0.57	133,829	134,587	134,587
Saratoga City	Santa Clara	0.29	31,020	31,110	31,110

Sunnyvale City	Santa Clara	0.46	158,948	159,673	159,673
Balance of County	Santa Clara	-0.21	90,602	90,412	91,076
Incorporated	Santa Clara	0.06	1,829,991	1,831,023	1,831,183
County Total	Santa Clara	0.04	1,920,593	1,921,435	1,922,259
Capitola City	Santa Cruz	-0.35	9,704	9,670	9,670
Santa Cruz City	Santa Cruz	0.18	62,861	62,972	62,972
Scotts Valley City	Santa Cruz	-0.04	11,836	11,831	11,831
Watsonville City	Santa Cruz	0.47	50,860	51,101	51,101
Balance of County	Santa Cruz	-0.04	128,130	128,079	128,136
Incorporated	Santa Cruz	0.23	135,261	135,574	135,574
County Total	Santa Cruz	0.10	263,391	263,653	263,710
Anderson City	Shasta	-0.73	11,048	10,967	10,967
Redding City	Shasta	0.09	93,330	93,413	93,534
Shasta Lake City	Shasta	-0.74	10,209	10,133	10,133
Balance of County	Shasta	-0.49	65,836	65,514	65,567
Incorporated	Shasta	-0.06	114,587	114,513	114,634
County Total	Shasta	-0.22	180,423	180,027	180,201
Loyalton City	Sierra	-0.27	732	730	730
Balance of County	Sierra	-0.20	2,445	2,440	2,440
Incorporated	Sierra	-0.27	732	730	730
County Total	Sierra	-0.22	3,177	3,170	3,170
Dorris City	Siskiyou	-0.84	837	830	830
Dunsmuir City	Siskiyou	-0.91	1,643	1,628	1,628
Etna City	Siskiyou	-0.75	667	662	662
Fort Jones City	Siskiyou	-0.75	668	663	663
Montague City	Siskiyou	-0.42	1,200	1,195	1,195
Mount Shasta City	Siskiyou	-0.72	3,202	3,179	3,179
Tulelake City	Siskiyou	-0.82	858	851	851
Weed City	Siskiyou	0.30	2,708	2,716	2,716
Yreka City	Siskiyou	0.64	7,829	7,879	7,879
Balance of County	Siskiyou	-0.49	23,772	23,656	23,708
Incorporated	Siskiyou	-0.05	19,612	19,603	19,603
County Total	Siskiyou	-0.29	43,384	43,259	43,311
Benicia City	Solano	-0.58	26,347	26,195	26,195
Dixon City	Solano	2.89	19,608	20,174	20,174
Fairfield City	Solano	-0.07	116,199	116,112	120,720
Rio Vista City	Solano	1.78	10,157	10,338	10,338
Suisun City	Solano	-0.13	29,074	29,036	29,036
Vacaville City	Solano	0.04	97,347	97,382	103,181
Vallejo City	Solano	-0.48	122,791	122,207	122,207
Balance of County	Solano	-0.27	17,285	17,238	17,988
Incorporated	Solano	-0.02	421,523	421,444	431,851
County Total	Solano	-0.03	438,808	438,682	449,839
Cloverdale City	Sonoma	-0.97	8,763	8,678	8,678
Cotati City	Sonoma	-0.86	7,353	7,290	7,290
Healdsburg City	Sonoma	-0.35	11,010	10,972	10,972
Petaluma City	Sonoma	0.40	58,858	59,094	59,094
Rohnert Park City	Sonoma	-0.06	44,089	44,062	44,062
Santa Rosa City	Sonoma	0.80	177,043	178,452	178,452
Sebastopol City	Sonoma	0.40	7,338	7,367	7,367
Sonoma City	Sonoma	-0.83	10,595	10,507	10,507
Windsor Town	Sonoma	-0.17	25,669	25,625	25,625
Balance of County	Sonoma	-0.46	130,591	129,985	130,801
Incorporated	Sonoma	0.38	350,718	352,047	352,047
County Total	Sonoma	0.15	481,309	482,032	482,848
Ceres City	Stanislaus	-0.35	49,480	49,305	49,305
Hughson City	Stanislaus	2.26	7,801	7,977	7,977
Modesto City	Stanislaus	0.03	219,705	219,765	219,765
Newman City	Stanislaus	1.05	12,260	12,389	12,389
Oakdale City	Stanislaus	0.28	23,167	23,231	23,231
Patterson City	Stanislaus	3.57	24,977	25,868	25,868
Riverbank City	Stanislaus	3.16	25,290	26,090	26,090
Turlock City	Stanislaus	0.31	71,997	72,219	72,219
Waterford City	Stanislaus	0.09	9,161	9,169	9,169
Balance of County	Stanislaus	-0.02	109,776	109,752	109,752
Incorporated	Stanislaus	0.49	443,838	446,013	446,013
County Total	Stanislaus	0.39	553,614	555,765	555,765
Live Oak City	Sutter	0.58	9,602	9,658	9,658
Yuba City	Sutter	0.96	69,781	70,453	70,453
Balance of County	Sutter	0.49	20,048	20,146	20,146
Incorporated	Sutter	0.92	79,383	80,111	80,111
County Total	Sutter	0.83	99,431	100,257	100,257
Corning City	Tehama	1.30	8,162	8,268	8,268
Red Bluff City	Tehama	0.11	14,450	14,466	14,466
Tehama City	Tehama	0.23	427	428	428
Balance of County	Tehama	-0.41	41,702	41,532	41,665
Incorporated	Tehama	0.53	23,039	23,162	23,162
County Total	Tehama	-0.07	64,741	64,694	64,827
Balance of County	Trinity	-0.16	15,850	15,825	15,884
County Total	Trinity	-0.16	15,850	15,825	15,884
Dinuba City	Tulare	0.67	25,852	26,025	26,025
Exeter City	Tulare	-0.19	10,252	10,233	10,233
Farmersville City	Tulare	-0.29	10,422	10,392	10,392
Lindsay City	Tulare	-0.07	12,734	12,725	12,725
Porterville City	Tulare	0.04	63,427	63,455	63,622
Tulare City	Tulare	2.02	71,557	73,002	73,002
Visalia City	Tulare	0.69	145,714	146,722	146,978
Woodlake City	Tulare	2.72	7,793	8,005	8,005
Balance of County	Tulare	0.54	135,452	136,180	136,227
Incorporated	Tulare	0.81	347,751	350,559	350,982

County Total	Tulare	0.73	483,203	486,739	487,209
Sonora City	Tuolumne	-0.74	5,154	5,116	5,116
Balance of County	Tuolumne	-0.27	46,963	46,836	49,241
Incorporated	Tuolumne	-0.74	5,154	5,116	5,116
County Total	Tuolumne	-0.32	52,117	51,952	54,357
Camarillo City	Ventura	-0.78	69,467	68,927	68,927
Fillmore City	Ventura	-0.35	17,095	17,035	17,035
Moorpark City	Ventura	-0.77	35,023	34,754	34,754
Ojai City	Ventura	0.04	7,556	7,559	7,559
Oxnard City	Ventura	0.18	198,384	198,733	198,733
Port Hueneme City	Ventura	-0.81	19,024	18,870	20,838
San Buenaventura (Ventura) City	Ventura	0.58	108,304	108,930	108,985
Santa Paula City	Ventura	0.47	31,511	31,658	31,658
Simi Valley City	Ventura	0.00	124,640	124,645	124,815
Thousand Oaks City	Ventura	-0.73	123,372	122,468	122,468
Balance of County	Ventura	1.49	90,070	91,416	93,233
Incorporated	Ventura	-0.11	734,376	733,579	735,772
County Total	Ventura	0.07	824,446	824,995	829,005
Davis City	Yolo	-0.43	65,708	65,423	65,423
West Sacramento City	Yolo	0.85	54,938	55,403	55,403
Winters City	Yolo	4.14	7,702	8,021	8,021
Woodland City	Yolo	0.35	61,406	61,623	61,623
Balance of County	Yolo	1.83	34,334	34,963	34,963
Incorporated	Yolo	0.38	189,754	190,470	190,470
County Total	Yolo	0.60	224,088	225,433	225,433
Marysville City	Yuba	-0.84	12,825	12,717	12,717
Wheatland City	Yuba	2.29	3,922	4,012	4,012
Balance of County	Yuba	0.57	65,454	65,828	68,294
Incorporated	Yuba	-0.11	16,747	16,729	16,729
County Total	Yuba	0.43	82,201	82,557	85,023

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

ITEM NO. 6.6

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Sam Pedroza, Asst. City Manager

DATE: June 26, 2025

SUBJECT: Consideration of Amendment No. 2 to a Professional Services Agreement with Jeff Parriott Photographic Services, for Historical Photographic Services, extending the term through June 30, 2030, increasing compensation by $300,000.00, amending the Scope of Services, Rate Schedule, indemnity language specific to independent contractors, and contact information for notices to the City and City Attorney's office

---

Background:

On September 10, 2020, the City Council approved a Professional Services Agreement ("Agreement") with Jeff Parriott Photographic Services ("Parriott"), for professional historic photographic scanning and related services including scanning of historic photographs, maps, and other documents; digitally correcting damage to scanned image files; and document printing and framing at all City facilities, including City Hall and the Workman and Temple Family Homestead Museum. On March 11, 2021, the City Council approved Amendment No. 1 to add book services and increase compensation by $20,000.00, for a not-to-exceed amount of $270,000.00. At the June 10, 2025 City Council meeting, Staff was asked to provide additional information and has since prepared both the requested details and a revised amendment for Council's consideration.

Discussion:

The majority of the work involves the scanning of historical photographs and documents. Scanning times vary depending on the item type, ranging from approximately 30 seconds to 10 minutes per image. Staff estimates that scanning services are needed through 2029 in order to complete the current assignment. At that time, Staff may reevaluate service needs and make adjustments if necessary. To help the scanning effort, Staff is exploring alternative scanning options, including the use of volunteers or contract museum staff.

The Agreement expires on June 30, 2025. The proposed Amendment No. 2 will extend the term for five years through June 30, 2030, add an accompanying $300,000.00, amend the Scope of

Services to reflect current services, amend the Rate Schedule to reflect the Consultant's updated rates. Furthermore, the amendment will include indemnity language specific to independent contractors to comply with best practices, and revise the contact information for notices to the City and City Attorney's office.

Fiscal Impact:

Funding for the proposed amendment is available in General Fund - Workman Temple Homestead - Professional Services (Account No. 100-626-5120.01). No appropriation needed at this time.

Recommendation:

Staff recommends the City Council approve Amendment No. 2 to the Professional Services Agreement with Jeff Parriott Photographic Services.

Exhibits:

1. Amendment No. 2 to the Professional Services Agreement with Jeff Parriott Photographic Services

AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT WITH
JEFF PARRIOTT PHOTOGRAPHIC SERVICES

This Amendment No. 2 to the Professional Service Agreement ("Agreement"), is made and entered into this 26th day of June, 2025 ("Effective Date"), by and between the City of Industry, a California municipal corporation ("City"), and Jeff Parriott Photographic Services, a sole proprietor ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

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

WHEREAS, on or about March 11, 2021, Amendment No. 1 was approved to increase the compensation by $20,000.00 and revise the Scope of Services to add book services; and

WHEREAS, the Parties desire to amend the Agreement to extend the term through June 30, 2030, increase compensation by $300,000.00, amend the Scope of Services to reflect current services, and amend the Rate Schedule to reflect the Consultant's updated rates. Furthermore, it is necessary to comply with best practices and include indemnity language specific to independent contractors along with revising the contact information for notices to the City and City Attorney's office; and

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

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, it is agreed the aforesaid Agreement, 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 the Effective Date and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2030, unless sooner terminated pursuant to the provisions of this Agreement. Notwithstanding the foregoing, the City may extend the Term of the Agreement for a period of one year three times during the original term.

Section 4. PAYMENT

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

The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Five Hundred Seventy Thousand Dollars ($570,000.00) for the Total Term of the Agreement unless additional payment is approved as provided in this Agreement.

Section 9. INDEPENDENT CONSULTANT

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

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

Section 14. NOTICES

To City:	City of Industry 15625 Mayor Dave Way City of Industry, CA 91744 Attention: City Manager
With a Copy To:	James M. Casso, City Attorney Casso & Sparks, LLP 13300 Crossroads Parkway North, Suite 410 City of Industry, CA 91746

EXHIBIT A SCOPE OF SERVICES

Exhibit A is hereby rescinded in its entirety and replaced with Attachment 1, attached hereto, and incorporated herein by reference.

EXHIBIT B RATE SCHEDULE

Exhibit B is hereby rescinded in its entirety and replaced with Attachment 2, 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. 2 to the Agreement as of the Effective Date.

"CITY"
City of Industry

By: _____
Joshua Nelson, City Manager

"CONSULTANT"
Jeff Parriott Photographic Services

By: _____
Jeff Parriott

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM:

By: _____
James M. Casso, City Attorney

ATTACHMENT 1

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide professional photography services as needed and if required including by not limited to:

1. Scan historic photographs, maps, scrap books and ephemera ("Artifacts") at city facilities, including Industry City Hall and the Workman and Temple Family Homestead Museum ("Museum"), and provide related scanning services including correction of contrast and exposure and, as needed, digitally correcting damage to the scanned image file.
2. Use guidelines established by the National Archives and Records Administration for digitizing archival materials for electronic access as well as work with parameters established in conjunction with City or museum staff, as applicable.
3. Print, frame, install, and reposition framed works, pictures, certificates, and documents.
4. Upon request, take photographs including, but not limited to: Portraits, Capital Improvement Projects, city facilities, and structures.
5. Archive Artifacts at city facilities, including Industry City Hall and Museum, and provide related services including cataloging, scanning, restoring (as needed), and storing of Artifacts in archival sleeves, envelopes and boxes or other containers designed for historical archival purposes.
6. Assist with the development of publications, printed media, digital media, or other materials or work product related to documentation of the City's history. For the work tentatively titled *Images of America: City of Industry*, Consultant shall prepare 150 to 220 images made up of photographs and postcards plus incidental illustrative items if required, including maps, diagrams, drawings, pictures, and other material to be used in the work. The work shall contain no fewer than 8,000 words or more than 18,000 words. The layout of the work shall conform to the style necessary for publishing.
7. Assign keywords to the data record of each image file to assist searches for pertinent historical subject matter within the collections.

ATTACHMENT 2

EXHIBIT B

RATE SCHEDULE

Hourly rate: $75.00/hour
Printing and framing of pictures, certificates, and documents: Actual cost + 25%

Consultant shall be responsible for all expenses incurred while performing services under this Agreement. This includes automobile, truck, and other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel and other taxes, fines, radio, pager, or cell phone expenses.

Consultant shall furnish all vehicle, equipment, tools, and materials used to provide the services required by this Agreement. City will not require Consultant to rent or purchase any equipment, product, or service as a condition of entering into this Agreement.

ITEM NO. 6.7

Backup Material will be distributed prior to Meeting

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Bing Hyun, Asst. City Manager
Yvette Padilla, Management Analyst II

DATE: June 26, 2025

SUBJECT: Consideration of Amendment No. 1 to the Professional Services Agreement with Keenan & Associates, Broker of Record Designation Services extending the term through June 30, 2028, at a cost of $152,974.00, and updating the Rate Schedule

---

Background:

On June 23, 2022, the City entered into a Professional Services Agreement ("Agreement") with Keenan & Associates ("Keenan") for broker of record insurance services in the amount of $140,800.00. Initially, Keenan was engaged in 2017 to serve as the City's insurance broker, assisting in the placement and management of the City's property, liability, and workers' compensation insurance coverage.

Discussion:

Keenan has consistently supported the City by assessing its insurance needs and working with staff to secure appropriate and cost-effective coverage.

Amendment No. 1 to the Agreement will extend the term through June 30, 2028, and includes a corresponding increase in compensation of approximately three percent (3%). The total cost for the three-year agreement is $152,974.00. The amendment also updates the rate schedule to reflect current rates and revises the termination notice provision, increasing the required notice period from 10 days to 60 days.

Fiscal Impact:

Keenan's compensation is based on a flat fee with an annual increase of 3%. The fiscal impact for this Amendment will be reflected in proposed budgets for each corresponding fiscal year (Account No. 100-507-5120.01 Professional Services).

Recommendation:

Staff recommends that the City Council approve Amendment No. 1.

Exhibits:

ITEM NO. 6.8

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Bing Hyun, Asst. City Manager
Yvette Padilla, Management Analyst II

DATE: June 26, 2025

SUBJECT: Consideration of Resolution No. CC 2025-28 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, DECLARING MEMBERSHIP IN THE CALIFORNIA INTERGOVERNMENTAL RISK AUTHORITY (CIRA) AND PARTICIPATION IN THE LIABILTY PROGRAM, APPROVE THE CIRA AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

Background:

On June 24, 2016, the City Council approved Resolution No. CC 2016-46, declaring the City's membership in the Municipal Insurance Cooperative ("MIC") Joint Powers Authority ("JPA"). MIC membership enabled the City to participate in a joint powers arrangement to leverage collective buying power for more cost-effective excess liability insurance coverage, and access risk management services.

The City of Industry receives excess general liability coverage through MIC. This coverage is set to expire on June 30, 2025. In recent years, rising insurance costs and the withdrawal of several carriers from the California market have made securing affordable coverage increasingly challenging. In response, the City has been working closely with its insurance broker, Keenan & Associates ("Keenan"), to evaluate excess general liability options that would provide continued coverage while mitigating rising premiums.

As part of the insurance marketing efforts for Fiscal Year 2025–2026, Keenan proposed that the City obtain excess liability insurance through membership in the California Intergovernmental Risk Authority ("CIRA").

Discussion:

CIRA is a statewide risk-sharing JPA serving over 50 municipal and special district members,

including the cities of Arcadia, Rancho Cucamonga, Rancho Santa Margarita, Sierra Madre, and Upland. Membership involves a five-year commitment and includes a board seat for each member. CIRA provides increased insurance pricing power with a large membership and provides several third-party tools that the City can leverage to implement cost-effective loss prevention programs. Members benefit from several services, including:

- A $3,500 annual safety grant
- Contract review and employment law support
- Annual onsite risk assessments
- Online training and policy development support
- Claims administration by George Hills Company

On May 14, 2025, CIRA's Board of Directors approved the City's potential membership, with a $350,000.00 or greater deductible. This marks a significant improvement from the city's current deductible of over $750,000.00. Below is a comparison of limits:

Expiring FY 24/25 with MIC

- $750K Retention
- $5M per Occurrence
- $617,742.00 expiring premium

CIRA FY 25/26

- $350K Retention
- $40M per Occurrence
- $203,760.00 annual premium

To obtain excess liability coverage through CIRA, the City must first become a member of the Joint Powers Authority. This requires City Council approval of a resolution authorizing membership in CIRA, along with authorization for the City Manager to execute the Amended and Restated Joint Exercise of Powers Agreement (JPA) Agreement. In addition, the City must designate a primary and alternate representative to serve on CIRA's Board of Directors, which governs the authority and makes decisions on behalf of its member agencies.

Fiscal Impact:

A membership with CIRA will result in a General Funds savings. CIRA membership for FY 2025-2026 is approximately $203,760.00, which is $413,982.00 less than the City's FY 2024-2025 MIC membership. CIRA membership will be paid under General Fund - General Insurance and Bonding (Account 100-507-5012). No appropriation is needed.

Recommendation:

City Staff recommends that the City Council adopt Resolution No. CC 2025-28.

Exhibits:

1. COI Resolution for CIRA Membership
2. CIRA JPA Agreement Exhibit A
3. CIRA Bylaws

RESOLUTION NO. CC 2025-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, DECLARING MEMBERSHIP IN THE CALIFORNIA INTERGOVERNMENTAL RISK AUTHORITY (CIRA) AND PARTICIPATION IN THE LIABILTY PROGRAM, APPROVE THE CIRA AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

RECITALS

WHEREAS, the City is currently a member of the Municipal Insurance Cooperative Joint Powers Authority ("MIC") for the purpose of obtaining excess insurance coverage; and

WHEREAS, the insurance market in California has become increasingly limited and costly, prompting the City to evaluate alternative insurance options to ensure continued coverage at competitive rates; and

WHEREAS, the City has identified membership in the California Intergovernmental Risk Authority ("CIRA") as a potential option to obtain excess liability coverage and enhance the City's overall insurance program; and

WHEREAS, CIRA is a Joint Powers Authority established under Government Code Section 6500 et seq., providing risk-sharing and insurance services to public agencies throughout the state; and

WHERAS, in order to become a member of CIRA, the City must approve membership by resolution, authorize the execution of the Amended and Restated Joint Exercise of Powers Agreement, and designate a representative and alternate to serve on CIRA's Board of Directors; and

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

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

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

SECTION 2: The City Council hereby approves the City's membership in the California Intergovernmental Risk Authority ("CIRA"), a Joint Powers Authority formed pursuant to California Government Code Section 6500 et seq.

SECTION 3: The City Council authorizes the City Manager, or their designee, to execute the Amended and Restated Joint Exercise of Powers Agreement, attached herein as Exhibit A, and any other related documents necessary to complete the City's membership in CIRA.

SECTION 4. The City Council appoints Yvette Padilla as the designated representative, and Bing Hyun, as the designated alternate, as the City's official representatives on the CIRA Board of Directors.

SECTION 5: The City Manager is hereby authorized and directed to take such other and further action consistent with this Resolution, in order to implement this Resolution on behalf of the City.

SECTION 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 that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on June 26, 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

AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT
OF THE
CALIFORNIA INTERGOVERNMENTAL RISK AUTHORITY
(formerly Public Agency Risk Sharing Authority of California)

This Amended and Restated Joint Exercise of Powers Agreement of the California Intergovernmental Risk Authority ("CIRA" or "Authority") ("Agreement"), formerly known as the Public Agency Risk Sharing Authority of California ("PARSAC"), is entered into by and among the public entities, hereafter referred to as "Members", each of which is organized and existing under the laws of the State of California and is a signatory to this Agreement and listed in Appendix "A", attached hereto and made a part hereof. This Agreement supersedes the Public Agency Risk Sharing Authority of California [PARSAC] Joint Powers Agreement dated May 25, 2017 as of, and is effective on, July 1, 2021 ("Effective Date").

RECITALS

1. The Authority was originally created as the California Municipal Insurance Authority effective May 21, 1986 pursuant to that certain Joint Powers Agreement Creating the California Municipal Insurance Authority ("Original JPA Agreement"). The Original JPA Agreement was revised and restated effective July 1, 1989 and then again effective November 19, 1993 when the original name was changed to the Public Agency Risk Sharing Authority of California. Subsequent restatements were approved effective May 31, 1996, December 13, 2002, December 12, 2003, May 20, 2005, May 31, 2007, and May 26, 2011. The most recent restatement is the PARSAC Joint Powers Agreement which was approved effective May 25, 2017 ("PARSAC Agreement").

2. Labor Code Section 3700 authorizes public entities, including members of a pooling arrangement under a joint powers authority, to fund their own workers' compensation claims.

3. Government Code Sections 989 and 990 authorize a local public entity to insure itself and its employees against tort or inverse condemnation liability.

4. Government Code Section 990.4 authorize a local public entity to fund insurance and self-insurance in any desired combination.

5. Government Code Section 990.6 provides that the cost of insurance is an appropriate public expenditure.

6. Government Code Section 990.8 authorizes two or more local public entities to enter into an agreement to jointly fund such expenditures under the authority of the Joint Exercise of Powers Act (Gov. Code Section 6500 et seq.).

7. Government Code Section 6500 et seq. authorizes two or more public entities to jointly exercise, under an agreement, any power which is common to each of them.

8. Each Member that is a party to this Agreement desires to join with the other Members to fund programs of insurance for workers' compensation, liability, property and other coverages to be determined and for other purposes set forth in this Agreement.

9. The governing body of each Member has determined that it is in the Member's own best interest, and in the public interest, to execute this Agreement and participate as a Member of the Authority.

In consideration of the recitals, mutual benefits, covenants, and agreements set forth in this Agreement, the Members agree as follows:

ARTICLE I.
CALIFORNIA INTERGOVERNMENTAL RISK AUTHORITY
AS SUCCESSOR TO AND EXPANSION OF PARSAC

A. Authority Created. The Authority was originally formed on May 21, 1986 as the California Municipal Insurance Authority by operation of the Original JPA Agreement and subsequently renamed as the Public Agency Risk Sharing Authority of California effective November 19, 1993. The Authority was, and is, formed pursuant to the provisions of Article I (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California ("Code"), which authorizes two or more public agencies, by a joint powers agreement entered into respectively by them and authorized by their legislative or governing bodies, to exercise jointly any power or powers common to the member agencies.

1. Name Change. As of the Effective Date, the Public Agency Risk Sharing Authority of California shall be known as the California Intergovernmental Risk Authority, hereinafter referred to as "CIRA" or the "Authority."

2. Separate Entity. Pursuant to Code Sections 6506 and 6507, from its inception, the Authority has, is, and shall be a public entity separate and independent from the Members which is governed exclusively by the Authority's Board of Directors ("Board").

B. Membership in the Authority as of the Effective Date. As of the Effective Date, the membership of the Authority shall consist of the members of PARSAC and the members of the Redwood Empire Municipal Insurance Fund ("REMIF"), with respect to only those that have approved this Agreement as of the Effective Date, as listed in Appendix "A".

C. Future Membership. Membership in the Authority is open to public entities throughout the State of California, if such public entities meet the requirements specified in the Bylaws and are approved by the Board.

ARTICLE II.
PURPOSE

The purpose of the Authority is to exercise the powers of the Members to jointly accomplish the following:

A. Develop comprehensive Programs with the objective to reduce the cost of risk against which the Members are authorized or required to protect against by insurance, self-insurance, or pooling. Such Programs may include, but are not limited to, coverages for tort liability, workers'

compensation, employee health benefits, loss to real or personal property, or liability arising out of the ownership, maintenance, or use of real or personal property.

B. The design of the Programs may evolve with the needs of the Members and in accordance with contemporary economic and financial conditions. Programs may therefore operate on an insured, pooled, self-funded, or other appropriate basis whereby the Members share some portion, or all, of the costs of Program losses.

B. Jointly secure administrative and other services including, but not limited to, general administration, underwriting, risk management, loss prevention, claims adjusting, data processing, brokerage, accounting, legal and other services related to any authorized purpose.

ARTICLE III.
PARTIES TO THE AGREEMENT AND RESPONSIBILITIES OF MEMBERS

A. Each Member represents and warrants that it intends to, and does hereby, contract with all other Members listed in Appendix "A", and any new members admitted to the Authority. Each Member also represents and warrants that the withdrawal or expulsion of any Member shall not relieve any Member of its rights, obligations, liabilities or duties under this Agreement or the individual Programs in which the Member participates.

B. Each Member agrees to be bound by and to comply with all the terms and conditions of the Governing Documents and any Resolution or other action adopted by the Board as they now exist or may hereinafter be adopted or amended. Each Member assumes the obligations and responsibilities set forth in the Governing Documents, as they may be amended.

C. Each new Member agrees to participate for a minimum of five years, except that members of PARSAC and REMIF as of June 30, 2021 must continue for a minimum of two years thereafter. Also, each new Member agrees to meet its obligations and responsibilities as set forth in the Governing Documents.

ARTICLE IV.
POWERS

The Authority shall have the powers common to its Members. As provided by Government Code Section 6509, the Authority's power is subject to the restrictions upon the manner of exercising the power of the Member specified in the Bylaws. Under this Agreement, the Authority is authorized, in its own name, to do all acts necessary and to exercise such common powers to fulfill the purposes of this Agreement, including but not limited to the following:

A. Make and enter contracts;

B. Employ agents and employees;

C. Incur debts, liabilities or obligations;

D. Receive, collect, invest, and disburse funds;

E. Receive contributions and donations of property, funds, services and other forms of assistance;

F. Acquire, construct, manage, maintain, hold, lease or dispose of real and personal property; and

G. Sue and be sued in its own name and settle any claim against it.

ARTICLE V.
BOARD OF DIRECTORS

A. The Authority shall be governed by the Board. Each Member shall appoint a representative to the Board and an alternate representative, each of whom shall meet the parameters set forth in the Bylaws. In the absence of a resolution of the Board providing otherwise, representatives and alternates will serve without compensation by the Authority.

B. The Member's representative and/or alternate representative shall be removed from the Board upon the occurrence of any one of the following events: (1) the expulsion or withdrawal of the Member from the Authority; (2) the death or resignation of the Member representative; (3) the Member gives notice that the Member representative is no longer employed by the Member; or (4) as otherwise provided in the Authority's Bylaws.

C. The Board shall exercise all powers and conduct all business of the Authority, either directly or by delegation of authority to committees or other bodies or individuals.

ARTICLE VI.
ADMINISTRATION OF PREEXISTING OBLIGATIONS

A. All liabilities and obligations of the Authority existing prior to the Effective Date ("Preexisting Obligations") will be administered under the terms and conditions of the PARSAC Agreement. For this purpose, the PARSAC Agreement in effect on June 30, 2021, which is attached hereto as Appendix B, is hereby made a part of this Agreement and incorporated herein by this reference.

B. The Board shall appoint a committee made up of representatives of Authority members that were members prior to the Effective Date to make recommendations to the Board regarding the administration of the Preexisting Obligations. As to specific agenda items relating to such matters, only Directors representing Members who were members of the Authority prior to the Effective Date may vote, and as to such items, a quorum shall be determined solely by reference to the number of Members that were members of the Authority prior to the Effective Date.

C. All assets of the Authority existing on June 30, 2021 shall be reserved by the Authority for the sole purpose of administering the Preexisting Obligations. Similarly, all assets of REMIF shall be used exclusively for the purpose of administrating the obligations of REMIF.

ARTICLE VII.
OFFICERS

A. The Board shall elect a President, Vice-President, Treasurer, and Auditor/Controller. The President, Vice-President, and Auditor/Controller must be Directors. The General Manager shall serve as Secretary of the Board. The manner of election and term of office of elected officers and their authority and responsibilities shall be as set forth in the Authority's Bylaws. If any of the elected officers ceases to be a Member's representative, the resulting vacancy shall be filled as provided in the Authority's Bylaws. The Board may elect such other officers as it considers necessary.

B. As permitted by Government Code Section 6505.6, the Treasurer shall comply with the duties and responsibilities set for the subdivisions (a) through (d) of Government Code Section 6505.5, and shall cause an independent audit to be made by a certified public accountant, or public accountant, in compliance with Government Code Section 6505. The Treasurer will have no vote on the Board unless the Treasurer is also a Director.

C. The Board shall appoint a General Manager who shall act as Secretary of the Board and as the Chief Administrative Officer of the Authority. Although an officer, the General Manager shall not have a vote on the Board or any committee of the Authority.

ARTICLE VIII.
MEETINGS AND RECORDS

A. Not less than once a year, the Board and all standing committees shall hold regular meetings as set forth in the Bylaws of the Authority. Special meetings may be called as provided in the Bylaws.

B. All meetings of the Board, and appointed committees, including without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held, and conducted in accordance with the Ralph M. Brown Act (Section 54950 et. seq. of the Government Code).

C. Minutes of regular, adjourned regular, and special meetings of the Authority shall be kept under the direction of the Secretary. After each meeting, the Secretary shall cause copies of the minutes to be forwarded to each Board member for review and approval at the next regular meeting.

ARTICLE IX.
BUDGET

The Board shall adopt an annual budget prior to the beginning of each Fiscal Year.

ARTICLE X.
REGULAR AUDITS AND REVIEWS

A. The Board shall cause an annual financial audit of the accounts and records to be prepared by a Certified Public Accountant in compliance with California Government Code Sections 6505 and

6505.5 or 6505.6 with respect to all receipts, disbursements, other transactions and entries into the books of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Government Code Section 26909 and shall conform to generally accepted accounting standards. A report of each such audit shall be filed as a public record with the Board, each of the Members, and the auditor/controller of the county in which the Authority's administrative office is located. The report shall be filed within twelve months of the end of the fiscal year under examination. The Authority shall pay all costs for such financial audits.

B. The Board shall cause an annual actuarial review to be prepared for each of the Programs of the Authority and a report of such actuarial review shall be made available for inspection by the Board and the Members. The Authority shall pay all costs for such actuarial review.

C. The Board shall cause a claims audit of the administration of the claims for each of the Programs of the Authority at least biannually. A report of such claims review shall be made available for inspection by the Board and the Members. The Authority shall pay all costs for such claims reviews.

ARTICLE XI.
ADMISSION OF NEW MEMBERS

A. Any public entity eligible for membership as stated in Article I may apply for membership in the Authority and participation in one or more of the Authority's Programs at any time. To be considered, the applicant must submit any documentation or information requested by the Authority and pay any costs required to analyze their application and determine their initial contribution.

B. The Authority shall review all applications by potential new members to determine if they meet the requirements provided for in the Bylaws and any relevant Board policies to determine whether and on what conditions to admit the applicant.

C. Upon approval for membership by two-thirds vote of the Board, to become a Member the applicant must execute this Agreement and pay any contributions or premiums required to participate in the Program(s) for the initial Program Year in which the applicant will participate.

ARTICLE XII.
WITHDRAWAL

A. After the initial commitment period described in Article III, any Member which enters a Program may withdraw from that Program by compliance with the requirements stated in the Bylaws for withdrawal from the Program.

B. Withdrawal of a Member does not terminate its rights to coverage arising under any Program in which it participated for the years in which it participated. A Member that has withdrawn from a Program may later seek to renew participation in the Program subject to any terms and conditions set forth in the Bylaws.

C. A Member that has withdrawn from all of the Authority's Programs shall no longer have a right to a representative on the Board, but shall remain liable for assessments and other obligations arising from the Program Years in which it participated.

D. As soon as administratively feasible after the Effective Date, the Members of the Authority shall agree on the method of apportioning the CalPERS retirement obligations of the Authority in the event of a default event as defined by Government Code Section 6508.2. Until such time, and in the event of a default event, the terms of the Public Agency Risk Sharing Authority of California (PARSAC) Agreement for Apportion of Retirement Obligations dated May 25, 2017, and attached hereto as Exhibit "C", shall apply with respect to all Members of the Authority.

ARTICLE XIII.
EXPULSION

The Board may expel any Member from the Authority and/or from a Program for material breaches of the Governing Documents consistent with the provisions of the Bylaws, subject to any warning or probationary provisions in the Governing Documents. Expulsion does not terminate the obligations of either the Authority or the Member incurred prior to the expulsion.

ARTICLE XIV.
TERMINATION AND DISTRIBUTION

A. This Agreement shall continue in full force and effect until terminated. Termination of this Agreement shall also constitute the termination of all Programs. This Agreement may be terminated at any time by the vote of three-fourths of the Members; provided, however, that this Agreement and CIRA shall continue to exist for the purpose of disposing of all claims and paying its obligations for employees' health and pension benefits, before the distribution of assets, and any other functions necessary to wind up the affairs of CIRA.

B. Upon termination of this Agreement, all assets of each Program of CIRA shall be distributed among the Members which participated in such Programs, in accordance with the retrospective premium adjustment process in effect during the term of this Agreement. Such distributions shall be determined within six [6] months after the disposal of the last pending claim or other liability covered by all Programs of the Authority. The Board may in its sole discretion determine that earlier distributions are appropriate as to Programs for which there remains no claim or liability.

C. Following the termination of this Agreement, any Member which was a participant in any Program of CIRA shall pay any additional amount of premium, determined by the Board or its designee in accordance with a retrospective premium adjustment, which may be necessary to enable final disposition of all claims arising from losses under that Program during the Member's period of participation.

D. The Board is vested with all powers of CIRA for the purpose of concluding and dissolving the business affairs of CIRA. The Board may designate legal counsel and any committee or person to carry out a plan of dissolution adopted by the Board.

ARTICLE XV.
LIABILITY OF MEMBERS, DIRECTORS, OFFICERS, AND COMMITTEE MEMBERS

A. Pursuant to Government Code section 6508.1, except as to liabilities to a public retirement system, the debts, liabilities, and obligations of the Authority shall not constitute debts, liabilities, or obligations of any Member. However, each Member shall remain liable to the Authority for contributions assessed by the Authority to pay its debts, liabilities, or obligations.

B. The debts, liabilities or obligations incurred by either PARSAC or REMIF prior to the Effective Date shall not constitute the debts, liabilities or obligations of the other. Notwithstanding the preceding, the Authority intends to be the successor to the CalPERS pension obligations of REMIF pursuant to California Government Code Section 20508. As such, the liability to CalPERS with respect to service credited under REMIF's CalPERS contract, and the continuing liability to CalPERS of the Authority with respect to service credit accrued both prior to and after the Effective Date under the Authority's CalPERS contract, shall be the contractual liability of the Authority. The Authority and REMIF shall separately enter into an agreement to provide for the allocation of liability, and the payment of related contributions, with respect to service credit accrued prior to the Effective Date.

C. The representatives to the Board of Directors and to each of the Programs and any officer, employee, contractor, or agent of the Authority shall use ordinary care and reasonable diligence in the exercise of their power and in the performance of their duties under this Agreement. Directors, officers, committee members of the Authority shall be liable for any act or omission within the scope of their office or employment by the Authority only in the event that they act or fail to act because of actual fraud, corruption, or actual malice or willfully fail or refuse to conduct the defense of a claim or action in good faith or to reasonably cooperate in good faith in the defense conducted by the Authority.

D. The Authority shall defend and indemnify its directors, officers, and employees to the same extent as any other public entity of the State of California is obliged to defend and indemnify its employees pursuant to Government Code Section 825, et seq., or other applicable provisions of law. Nothing herein shall limit the right of the Authority to purchase insurance to satisfy this obligation.

E. The Authority shall indemnify, protect, defend, and hold harmless each and all of the Members, and their officials, agents, and employees, for and from any and all liability, claims, causes of action, damages, losses, judgments, costs, or expenses (including attorney fees) resulting from an injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement by the Authority, by one or more of the Members, or any of their officials, employees, agents, or independent contractors.

ARTICLE XVI.
NOTICES

Notices to each Member under this Agreement shall be sufficient if mailed to its respective address on file with the Authority. Any Member may designate any other address in substitution of the foregoing address to which such notice will be given at any time by giving five days written notice to the Authority and all other Members.

ARTICLE XVII.
AMENDMENTS

This Agreement may be amended at any time with the approval of two-thirds of the Directors on the Board acting with the approval of their governing bodies, except that any amendment that reduces the voting requirement for termination of the Authority must be approved by three-fourths of the Directors on the Board acting with the approval of their governing bodies. Authority of the Member representative (director) to give such approval may be delegated such in advance by the Member's governing body, or in the absence of such prior delegation by action of a Member's governing body to approve the proposed amendment. The amended Agreement shall take effect on the first day of the month following the Authority's receipt of notice of approval by two-thirds of the Members, unless otherwise stated in the Amendment, and once effective shall apply to all Members regardless of whether a particular Member approved the amendment. Refusal to execute or comply with the amended Agreement shall be a basis for expulsion of the Member. A Member that does not approve of the amendment may withdraw from the Authority and all its Programs at the end of the fiscal year next following the effective date of the amendment, notwithstanding the five-year minimum commitment provided for in Article III, Section C.

ARTICLE XVIII.
SEVERABILITY

Should any portion, term, condition, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions shall not be affected thereby.

ARTICLE XIX.
COMPLETE AGREEMENT

The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein, except as to the Bylaws.

ARTICLE XX.
TERM OF AGREEMENT

This Agreement shall become effective upon execution, and shall continue in effect until satisfaction of all obligations created hereunder following termination of the Authority created by this Agreement.

ARTICLE XXI.
COUNTERPARTS

The Agreement may be executed in multiple counterparts, each of which shall be considered an original.

ARTICLE XXII.
ARBITRATION

Any controversy arising out of this Agreement shall be submitted to binding arbitration, which shall be conducted in accordance with the provisions of the California Arbitration Act (California Code of Civil Procedure § 1280 et seq.).

ARTICLE XXIII.
FORCE MAJEURE

No party will be deemed to be in default where failure or delay in performance of any of its obligations (other than payment obligations) under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, actions of legislative, judicial, executive, or regulatory government bodies or other cause, without fault and beyond the reasonable control of such party ("Force Majeure"). If any such events shall occur, the time for performance by such party of any of its obligations under this Agreement will be extended by the parties for the period of time that such events prevented such performance. Upon the occurrence of an event of Force Majeure, the affected party shall: (i) promptly notify the other parties of such Force Majeure event, (ii) provide reasonable details relating to such Force Majeure event and (iii) implement mitigation measures to the extent reasonable.

ARTICLE XXIV.
DEFINITIONS

The following definitions shall apply to the provisions of this Agreement and the Bylaws of the Authority:

A. "Agreement" shall mean this Agreement, as it may be amended from time to time, creating the California Intergovernmental Risk Authority.

B. "Board" or "Board of Directors" shall mean the governing body of the Authority.

C. "Bylaws" shall mean the Bylaws attached to this Agreement, as amended from time to time by the Board consistent with the amendment provisions in the Bylaws.

D. "Claim(s)" shall mean demand(s) made against the Member arising out of occurrences which are covered or alleged to be covered by the Authority's Memorandums of Coverage or policies of insurance.

E. "Fiscal Year" shall mean the period of time commencing on July 1 of each year and ending on June 30 of the following year.

F. "Governing Documents" shall mean this Agreement, the Bylaws of the Authority, each Program's Memorandum of Coverage, the Master Program Document, , and any other document stipulated as a Governing Document in the Bylaws or by action of the Board.

G. "Insurance" shall mean insurance or reinsurance purchased by the Authority to cover Claims against or losses of the Authority and/or its Members.

H. "Jurisdiction" shall mean the territory in which the Authority may exercise its powers; i.e., the State of California.

I. "Member" shall mean any public entity authorized to be a member of a Joint Powers Authority, which is a party to this Agreement and is participating in one or more Programs.

J. "Memorandum of Coverage" shall mean a document issued by the Authority for each Program specifying the coverages and limits provided to the Members participating in the Program.

K. "Participation" or "participating" shall refer to a Member that has elected to join and take part in a Program.

L. "Pooling" shall mean group self-insurance as allowed by Government Code section 990.8, Labor Code section 3700, or any other applicable law.

M. "Program" shall mean those coverage programs of risk sharing, insurance, self-insurance, pooling and risk management services created by the Authority to manage specific types of risks.

N. "Program Year" shall mean the annual period in each Program to be segregated for determination of coverage premiums or assessments.

O. "Risk Management" shall mean the process of identifying, evaluating, reducing, transferring, and eliminating risks. Risk Management includes, but is not limited to, various methods of funding claims payments, purchasing insurance, legal defense of claims, controlling losses, and determining self-insured retention levels and the amount of reserves for potential claims.

IN WITNESS WHEREOF, the undersigned party hereto has executed this Agreement on the date indicated below.

California Intergovernmental Risk Authority ["CIRA"]

Date: _____ By: _____
Name/Title

Attest: _____
Secretary, CIRA

Member Entity: _____

Date: _____ By: _____
Name/Title

Attest: _____
City/Town Clerk

APPENDIX "A"

CALIFORNIA INTERGOVERNMENTAL RISK AUTHORITY MEMBERS

1. City of Arcata
2. City of Amador City
3. City of Avalon
4. City of Belvedere
5. City of Blue Lake
6. City of California City
7. City of Calimesa
8. City of Calistoga
9. City of Citrus Heights
10. City of Clearlake
11. City of Cloverdale
12. City of Coalinga
13. City of Cotati
14. City of Eureka
15. City of Ferndale
16. City of Fort Bragg
17. City of Fortuna
18. City of Grass Valley
19. City of Healdsburg
20. City of Highland
21. City of Lakeport
22. City of Menifee
23. City of Nevada City
24. City of Placentia
25. City of Placerville
26. City of Plymouth
27. City of Point Arena
28. City of Rancho Cucamonga
29. Rancho Cucamonga Fire Protection District
30. City of Rancho Santa Margarita
31. City of Rohnert Park
32. City of San Juan Bautista
33. City of Sebastopol
34. City of Sierra Madre
35. City of Sonoma
36. City of South Lake Tahoe
37. City of St. Helena
38. City of Tehama
39. City of Trinidad
40. Town of Truckee
41. City of Twentynine Palms
42. City of Ukiah
43. City of Watsonville
44. City of Wheatland
45. City of Wildomar
46. City of Willits
47. Town of Windsor
48. Town of Yountville
49. City of Yucaipa
50. Town of Yucca Valley

APPENDIX “B”

PARSAC Agreement

PARSAC

JOINT POWERS AGREEMENT

Revised & Adopted May 25, 2017

Public Agency Risk Sharing Authority of California

TABLE OF CONTENTS

		Page
ARTICLE I	DEFINITIONS	3
ARTICLE II	PARTIES TO THE AGREEMENT	6
ARTICLE III	PURPOSES	6
ARTICLE IV	CREATION OF THE PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA	7
ARTICLE V	TERM OF AGREEMENT	7
ARTICLE VI	POWERS OF PARSAC	7
ARTICLE VII	RESPONSIBILITIES OF MEMBER ENTITIES	8
ARTICLE VIII	BOARD OF DIRECTORS	10
ARTICLE IX	OFFICERS	13
ARTICLE X	EXECUTIVE COMMITTEE	13
ARTICLE XI	ADMINISTRATION	13
ARTICLE XII	BUDGET	14
ARTICLE XIII	ANNUAL AUDITS AND REVIEWS	14
ARTICLE XIV	ESTABLISHMENT AND ADMINISTRATION OF FUNDS	15
ARTICLE XV	SUPPORT OF PARSAC'S GENERAL EXPENSES	16
ARTICLE XVI	DEPOSIT PREMIUMS	17
ARTICLE XVII	PARSAC MEMBERSHIP	18
ARTICLE XVIII	MEMORANDA OF COVERAGE	18
ARTICLE XIX	SIR MANDATORY RESERVES/PAYMENT	19

ARTICLE XX RETROSPECTIVE PREMIUM ADJUSTMENTS AND ASSESSMENTS 20

ARTICLE XXI NEW MEMBERS 21

ARTICLE XXII WITHDRAWAL 22

ARTICLE XXIII EXPULSION 25

ARTICLE XXIV EFFECT OF WITHDRAWAL OR EXPULSION ON MEMBER ENTITY'S RESPONSIBILITIES 26

ARTICLE XXV TERMINATION OF AGREEMENT AND DISTRIBUTION OF ASSETS 27

ARTICLE XXVI NOTICES 28

ARTICLE XXVII PROHIBITION AGAINST ASSIGNMENT 28

ARTICLE XXVIII AMENDMENTS 29

ARTICLE XXIX SEVERABILITY 29

ARTICLE XXX AGREEMENT COMPLETE 29

ARTICLE XXXI EXECUTION OF COUNTERPARTS 30

APPENDIX "A" MEMBER ENTITIES

PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA [PARSAC]

JOINT POWERS AGREEMENT

THIS AGREEMENT is made in the State of California by and among those municipalities organized and existing under the laws of the State of California, hereinafter referred to as "Member Entity[ies]," which are parties' signatory to this Agreement. All such Member Entities are listed in Appendix "A", which is attached hereto and made a part hereof.

RECITALS

A. California Government Code Section 6500 and following permits two or more public agencies by agreement to jointly exercise any power common to the contracting parties.

B. California Government Code Section 990.4 permits a local public entity to self-insure, purchase insurance through an authorized carrier, or purchase insurance through a surplus line broker, or any combination of these;

C. California Government Code Section 990.6 provides that the cost of insurance provided by a local public entity is a proper charge against that local public entity;

D. California Government Code Section 990.8 permits two or more local entities to, by a joint powers agreement, provide insurance for any purpose by any one or more of the methods specified in Government Code Section 990.4 and provides that such pooling of self-insured claims or losses does not constitute the business of insurance under the California Insurance Code;

E. California Labor Code Section 3700(c) permits all political subdivisions of the State of California, including each member of a pooling arrangement under a joint exercise of powers agreement to self-insure against workers' compensation claims by securing a certificate of consent from the Department of Industrial Relations;

F. Each of the Member Entities, which is a party to this Agreement, desires to join with the other Member Entities to fund programs of insurance for workers' compensation, liability, property and other coverages to be determined and for other purposes set forth in Article III of this Agreement;

G. The governing body of each Member Entity has determined that it is in its own best interest and in the public interest that this Agreement be executed and that it participate as a member of the Public Agency Risk Sharing Authority of California [PARSAC] created by this Agreement; and

H. As of the effective date of this Agreement, this Agreement shall replace and supersede the Joint Powers Agreement Creating the Public Agency Risk Sharing Authority of California, dated May 21, 1986, as amended on November 20, 1987, July 1, 1989, and November 19, 1993, May 31, 1996, December 13, 2002, December 12, 2003, May 20, 2005, May 31, 2007, December 2, 2010, May 26, 2011 and May 25, 2017.

Now, therefore, in consideration of the above facts and the mutual benefits, promises and agreements set forth below, the Member Entities hereby agree as follows:

AGREEMENT

ARTICLE I
DEFINITIONS

The following terms shall have the following definitions:

A. "**Agreement"** shall mean this Revised and Restated Joint Powers Agreement creating the Public Agency Risk Sharing Authority of California [PARSAC].

B. "**Alternate"** shall mean the person designated by the Member Entity to act as a director of PARSAC in the absence of the Director. The Alternate shall have the same responsibility, power and authority as the Director when acting in the Director's stead.

C. "**Board**" or "**Board of Directors"** shall mean the governing body of PARSAC.

D. "**Bylaws"** shall mean the Bylaws of PARSAC, revised as of May 27, 2010, and as they may be further amended or revised.

E. "**Claims**" shall mean any demand[s] made against a Member Entity to recover for monetary damages within, or alleged to be within, the scope of coverage provided by any of PARSAC's Memoranda of Coverage [or any commercial insurance policy related to a PARSAC Program].

F. "**PARSAC**" shall mean the Public Agency Risk Sharing Authority of California created by this Agreement.

G. "**Covered Loss**" shall mean any loss resulting from a claim or claims against a Member Entity which is in excess of its Self-Insured Retention and which is covered by any of PARSAC's Memoranda of Coverage [or insurance policy related to a PARSAC Program].

H. "**Deposit Premium**" shall mean the estimated amount determined for each Member Entity necessary to fund each layer of coverage for each Policy Year of each

Program of PARSAC.

I. "**Executive Committee**" shall mean that committee of the Board, constituted and exercising the authority set forth in this Agreement and in the Bylaws.

J. "**Fiscal Year**" shall mean the period of time ending on June 30 of each year during which PARSAC is in existence.

K. "**Incurred Loss**" shall mean the amount of monies paid and reserved by PARSAC to investigate, defend and satisfy a demand or demands made against a Member Entity.

L. "**Insurance**" shall mean commercial insurance policies which PARSAC may purchase for its Member Entities, from time to time, in order to effect a transfer of risk. The term "Insurance" shall not mean any self-insurance, risk-sharing or pooling of losses or risks.

M. "**Liability Program Participant**" shall refer only to members of PARSAC that have been approved and are in good standing to participate in the Liability Program.

N. "**Member Entity**" shall mean any California public entity which is a party signatory to this Agreement including any other agency for which the City Council sits as the Governing board.

O. "**Memorandum of Coverage**" shall mean the document or documents issued by PARSAC specifying the type and amount of coverages provided under any Program to the Member Entities by PARSAC.

P. "**Program Year**" shall mean a period of time, usually 12 months, for which each Program is to determine Deposit Premiums, Retrospective Premiums, and Retrospective Premium Adjustments.

Q. "**Program**" shall mean arrangements to cover specific types of claims which may include, but not be limited to, property, workers' compensation, and comprehensive liability claims.

R. "**Public Entity**" shall mean a county, city, whether general law or chartered, city and county, town, district, political subdivision, joint powers authority, or any board, commission, or agency thereof providing a municipal service, excluding school districts.

S. "**Retrospective Premium**" shall mean, the amount determined retrospectively as each Member Entity's share of losses, reserves, expenses and interest income as may be determined periodically for any Program.

T. "**Retrospective Premium Adjustment**" shall mean the amount necessary to periodically adjust the Deposit Premium, or prior Retrospective Premiums if any, to the newly calculated Retrospective Premium amount.

U. "**Self-Insured Retention**" or "**SIR**" shall mean the amount of loss from each occurrence which the Member Entity shall retain and pay directly and which shall not be shared by the Member Entities of PARSAC.

V. "**Workers' Compensation Program Participant**" shall refer only to members of PARSAC that have been approved and are in good standing to participate in the Workers' Compensation Program.

W. "**Group Purchase Programs"** shall mean coverage programs provided by insurance policies where there is no self-insurance, risk sharing or pooling.

ARTICLE II
PARTIES TO THE AGREEMENT

Each Member Entity is a party to this Agreement and agrees that it intends to, and does contract with, all other parties who are signatories of this Agreement and with such other parties as may later be added. Each Member Entity also agrees that the expulsion or withdrawal of any Member Entity from this Agreement shall not affect this Agreement nor the remaining parties as to the other Member Entities then remaining.

ARTICLE III
PURPOSES

This Agreement is entered into by the Member Entities in order to:

A. Create the Public Agency Risk Sharing Authority of California to carry out the purposes listed below and to exercise the powers contained in this Agreement;

B. Develop effective risk management programs to reduce the amount and frequency of their losses;

C. Share some portion, or all, of the cost of their losses;

D. Jointly purchase commercial insurance, associate with other risk-sharing pools, or self-insure against risks;

E. Jointly purchase administrative and other services including, but not limited to, underwriting, risk management, loss prevention, claims adjusting, data processing, brokerage, accounting and legal services when related to any of the other purposes;

F. Provide other joint powers risk sharing authorities with management services; and

G. Do all things necessary to carry out the foregoing purposes, as well as all things necessary to implement the terms of this Agreement as permitted by law.

ARTICLE IV
CREATION OF THE PUBLIC AGENCY
RISK SHARING AUTHORITY OF CALIFORNIA

Pursuant to the California Government Code, the Member Entities hereby agree to continue in existence a public entity, separate and apart from the parties to this Agreement, to be known as the Public Agency Risk Sharing Authority of California ["PARSAC"]. The debts, liabilities or obligations of PARSAC shall not constitute debts, liabilities or obligations of any party to this Agreement. However, a Member Entity may separately contract for, or assume responsibility for, specific debts, liabilities or obligations of PARSAC.

ARTICLE V
TERM OF AGREEMENT

This Agreement shall become effective as of the date hereof and shall continue in full force and effect until terminated in accordance with Article XXVI.

ARTICLE VI
POWERS OF PARSAC

PARSAC shall have the powers common to its Member Entities in California and all additional powers permitted to a joint powers authority by California law, and the parties hereby authorize PARSAC to do all acts necessary to exercise such powers to fulfill the purposes of this Agreement including, but not limited to, the following:

A. Make and enter into contracts;

B. Incur debts, liabilities and obligations;

C. Acquire, hold, lease or dispose of real and personal property, contributions and donations of property, funds, services and other forms of assistance;

D. Sue and be sued in its own name and settle any claim against it;

E. Employ agents and employees;

F. Acquire, construct, manage, maintain or operate buildings, works or improvements;

G. Receive, collect, and disburse monies; and invest money not required for immediate necessities; and

H. Exercise all powers necessary and proper to carry out the terms and provisions of this Agreement.

ARTICLE VII
RESPONSIBILITIES OF MEMBER ENTITIES

Each member entity shall:

A. Sign this Agreement and its legally enacted amendments and participate in PARSAC's Liability Program and/or Workers' Compensation Program;

B. Sign a Membership Resolution for each Program;

C. Pay Deposit Premiums, Retrospective Premium Adjustments, and any Special Assessments to PARSAC on or before the due date;

D. Appoint, elect or remove representatives to serve as director and alternate on the Board, which representatives are expressly authorized to act on behalf of the Member Entity on all matters coming before the Board;

E. Assure that its representative director or alternate attends at least one meeting of the Board annually;

F. Assure that its representative director and alternate keep informed about PARSAC's activities and assist them in doing so;

G. Approve Amendments to this Agreement as set forth in Article XXIX; provided, however, the Member Entity may, by resolution or ordinance, authorize its director and alternate on the Board to approve and execute amendments on behalf of the Member Entity

without the necessity of a resolution or ordinance of the legislative body of the Member Entity confirming or ratifying such amendment.

H. File, in a prompt and timely manner, all statewide, county, and locally-mandated reports and filings, including but not limited to the Fair Political Practices Commission's Statement of Economic Interests;

I. Undertake a risk management audit of its facilities and activities, conducted by a person and/or firm approved by PARSAC's Executive Committee and, based upon such report, to evidence correction, elimination and/or clarification of all noted deficiencies or recommended corrections to the satisfaction of PARSAC's Executive Committee. Risk management audits may be required by the Executive Committee as frequently as it chooses. Risk management audits may be paid by PARSAC and charged back to Member;

J. Provide PARSAC with a copy of its most recent audited annual financial statements prepared by a Certified Public Accountant; or, if not available, provide PARSAC with the most recent set of unaudited monthly financial statements, and any other financial material as may be requested by PARSAC from time to time;

K. Cooperate with, communicate and assist in a timely manner, PARSAC and any insurer, provider of excess coverage, claims adjuster, legal counsel or other service provider engaged or retained by PARSAC in all matters relating to this Agreement;

L. Promptly cooperate with PARSAC to determine and/or clarify any incidents which might become losses, the cause of any and all actual losses, and methods to bring about settlement of claims;

M. Comply with its obligations and responsibilities under this Agreement, the

Bylaws, the Memoranda of Coverage, the Risk Management Standards, PARSAC's policies and procedures, and any other contract or requirement [as any of the foregoing may be created or amended] necessary to implement this Agreement or any Program;

N. Pay any fines or penalties assessed by the Board or any regulatory agency that are attributable to the Member Entity's failure to perform in accordance with self-insurance regulations or comply with the provisions of this Agreement. An appeal may be filed with the appropriate regulatory agency. All decisions of the Board are final.

O. Use an Executive Committee-approved third-party claims administrator for claims handling, under such circumstances as the Board of Directors may require.

Failure to comply with any of the obligations under this section may be grounds for expulsion pursuant to Article XXIV of this Agreement.

ARTICLE VIII
BOARD OF DIRECTORS

Except as otherwise provided in this Agreement or in the Bylaws, the powers of PARSAC shall be exercised, its property shall be controlled, and its affairs shall be conducted by its Board of Directors whose meetings, functions and activities shall be governed by the Bylaws.

The Board shall be composed of one director who represents and acts on behalf of each respective Member Entity which participates in PARSAC's Liability and/or Workers' Compensation Program. The number of persons on the Board shall be equal to the number of Member Entities. In addition, each Member Entity shall appoint a second individual as alternate director, who shall have the authority to attend, participate in, and vote at any meeting of the Board when the respective director is absent. Each director and alternate director shall be an elected official or employee of the respective Member Entity, shall be appointed by the

respective Member Entity's governing body, and shall serve at its pleasure. If a director or alternate ceases to be an employee or elected official of a Member Entity for any reason, his or her position on the Board and any of its committees shall immediately terminate.

The Board of Directors shall have the following powers and functions:

A. The Board shall exercise all powers and conduct all business of PARSAC, either directly or by delegation of authority to other bodies or persons pursuant to this Agreement and applicable law;

B. The Board shall form an Executive Committee from its membership. In the Bylaws the Board shall delegate to that Committee such powers as it sees fit;

C. The Board may form such other committees as it deems appropriate in conducting PARSAC's business;

D. The Board shall elect PARSAC's officers;

E. The Board shall cause to be prepared and adopt PARSAC's annual operating budget;

F. The Board shall develop, or cause to be developed, and shall review, modify as necessary, and adopt each of PARSAC's Programs, including all provisions for reinsurance and administrative services necessary to carry out such Program;

G. The Board shall contract or otherwise provide for necessary services to PARSAC and to Member Entities. These necessary services may include, but shall not be limited to, risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, and legal defense services;

H. The Board, either directly or through the Executive Committee, shall provide policy direction to PARSAC's General Manager;

I. The Board shall receive and act upon reports of its committees and the General Manager, either directly or through the Executive Committee;

J. The Board shall establish monetary limits upon any delegation of the claims payment and settlement authority, beyond which a proposed settlement must be referred to the Board for approval;

K. The Board may require that PARSAC review, audit, report upon, and make recommendations with regard to the safety or claims administration functions of any Member Entity insofar as those functions are affecting PARSAC's liability or potential liability. The Board may forward any or all such recommendations to the Member Entity with a request for compliance and a statement of potential consequences for noncompliance;

L. The Board shall receive, review and act upon periodic reports and audits of PARSAC's funds;

M. The Board may amend, repeal or adopt new Bylaws, this Agreement or other key documents;

N. The Board may increase, decrease, or otherwise amend the coverages, limits and other terms of any Memorandum of Coverage;

O. The Board shall approve any proposal by the Executive Committee for Special Assessments from the Member Entities before such Special Assessments are billed;

P. The Board may expel a Member Entity from any Program or from membership in PARSAC pursuant to Article XXIV of this Agreement;

Q. The Board may ratify actions of the Executive Committee, where such ratification is required before the action becomes final;

R. The Board may enter into a joint venture or contractual arrangement with any

similar entity and may also enter into a merger or acquisition agreement with a similar entity, provided that if PARSAC is not the surviving entity in any such merger or acquisition, such action shall require approval by the vote of three-fourths of the Member Entities; and

S. The Board shall have such other powers and functions as are provided for in this Agreement, the Bylaws, and applicable law.

ARTICLE IX
OFFICERS

The officers of PARSAC shall be the President, Vice President, Treasurer, and Auditor/Controller, and their qualifications and duties shall be those set forth in the Bylaws.

ARTICLE X
EXECUTIVE COMMITTEE

There shall be an Executive Committee, all of whose members shall be directors. The Executive Committee shall set policy for and direct the administration of PARSAC on a day-to-day basis and may, without limitation, provide incentives and impose penalties, financial or otherwise, for performing or failing to perform in conformance with PARSAC requirements, programs, standards and policies. The composition, specific authority and meeting arrangements of the Executive Committee shall be set forth in the Bylaws.

ARTICLE XI
ADMINISTRATION

PARSAC shall have a general manager, who shall be appointed or terminated by the Executive Committee, shall be responsible to the Executive Committee for the efficient and effective administration of PARSAC, and who shall serve as the Secretary of PARSAC. The General Manager shall attend all meetings of the Board, the Executive Committee, and other committees of the Board (but shall have no vote), shall prepare and maintain all minutes of meetings of the Board and its Committees, notices of meetings, and records of PARSAC, and

shall carry out all duties set forth in the Bylaws.

ARTICLE XII
BUDGET

The Executive Committee shall recommend and the Board shall adopt an annual operating budget prior to the beginning of each Fiscal Year.

ARTICLE XIII
ANNUAL AUDITS AND REVIEWS

A. **Financial Audit**. The Auditor/Controller shall cause an annual financial audit of the accounts and records to be prepared by a Certified Public Accountant in compliance with California Government Code Sections 6505 and 6505.5 or 6505.6 with respect to all receipts, disbursements, other transactions and entries into the books of PARSAC. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Government Code Section 26909 and shall conform to generally accepted accounting standards. A report of each such audit shall be filed as a public record with the Board, each of the Member Entities, and the auditor/controller of the county in which PARSAC's administrative office is located. The report shall be filed within twelve [12] months of the end of the fiscal year under examination. PARSAC shall pay all costs for such financial audits.

B. **Actuarial Review**. The Board shall cause an annual actuarial review to be prepared for each of the Programs of PARSAC and a report of such actuarial review shall be made available for inspection by the Board and the Member Entities. PARSAC shall pay all costs for such actuarial review.

C. **Claims Audit**. The Board shall cause a biannual claims audit of the administration of the claims for each of the Programs of PARSAC. A report of such claims review shall be made available for inspection by the Board and the Member Entities. PARSAC

shall pay all costs of such claims reviews.

ARTICLE XIV
ESTABLISHMENT AND ADMINISTRATION OF FUNDS

PARSAC shall be responsible for the strict accountability of all funds and the reporting of all receipts and disbursements in accordance with generally accepted accounting principles. It will comply with all provisions of law relating to this subject, including California Government Code Sections 6500-6525.

The Treasurer of PARSAC shall establish and maintain such funds and accounts as may be required by good accounting practices and by the Board. Separate accounts shall be established and maintained for each Program Year of each Program of PARSAC. Books and records of PARSAC in the hands of the Treasurer or other designated person shall be open to inspection at all reasonable times by members of the Board or authorized representatives of the Member Entities.

The Treasurer shall have the custody of and disburse PARSAC's funds. He or she may delegate disbursing authority to such persons as may be authorized by the Board to perform that function provided that, pursuant to Government Code Section 6505.5, the Treasurer shall:

A. Receive and acknowledge receipt of all funds of PARSAC and place them in the treasury to the credit of PARSAC;

B. Be responsible upon his or her official bond for the safekeeping and disbursement of PARSAC's funds so held by him or her;

C. Pay any sums due from PARSAC as approved for payment by the Board or by any body or person to whom the Board has delegated approval authority, making such payments from PARSAC's funds upon warrants drawn by the Auditor;

D. Verify and report in writing to PARSAC and to Member Entities, as of the first

day of each quarter of the fiscal year, the amount of money then held for PARSAC, the amount of receipts since the last report, and the amount paid out since the last report;

E. Prepare a complete written report of all financial activities within one hundred and twenty [120] days after the close of each fiscal year for such fiscal year to the Board and to each Member Entity; and

F. Receive, invest, and disburse funds in accordance with the procedures established by the Board or the Bylaws and in conformity with applicable law.

Pursuant to Government Code Section 6505.1, the General Manager, the Treasurer, and such other persons as the Board may designate shall have charge of, handle, and have access to PARSAC's property.

PARSAC shall secure and pay for a fidelity bond or bonds, in an amount or amounts and in form specified by the Board, covering all officers and employees of PARSAC who are authorized to hold or disburse PARSAC's funds and all officers and employees who are authorized to have charge of, handle, and have access to PARSAC's property.

The Authority shall defend and indemnify its directors, officers, and employees to the same extent as any other public entity of the State of California is obliged to defend and indemnify its public employees pursuant to California Government Code Section 825, *et seq.*, or other applicable provisions of law.

The Authority may insure or self-insure itself to the extent deemed necessary by the Board against loss, liability and claims arising out of or connected to the conduct of the Authority's activities.

ARTICLE XV
SUPPORT OF PARSAC'S GENERAL EXPENSES

Costs of staffing and supporting PARSAC [hereinafter called PARSAC's general

expenses] shall be equitably allocated among the various Programs by the Board, and shall be funded by the Member Entities which participate in such Programs [and ex-Member Entities] in accordance with such allocations.

ARTICLE XVI
DEPOSIT PREMIUMS

The Deposit Premiums for the Liability and Workers' Compensation Programs shall be set at a level estimated to be sufficient, as determined by the Executive Committee, to cover PARSAC's budget for each Policy year. The Deposit Premiums for the Member Entities shall be set by PARSAC using various rating and underwriting criteria, such as:

[1] The Member Entity's payroll;

[2] The Member Entity's exposure base;

[3] The results of an on-site underwriting inspection;

[4] The Member Entity's prior claims history;

[5] Total insurable values; and/or

[6] Employee classification ratings.

Deposit Premiums for the Liability, Workers' Compensation, and Group Purchase Programs shall be billed to the Member Entities.

At the conclusion of each Program Year, PARSAC shall conduct a payroll audit of each Member Entity to adjust for any discrepancies between estimated and actual payroll. In the sole discretion of PARSAC, an on-site payroll audit may be conducted by PARSAC or an independent auditor. Any adjustments in payrolls, either debits or credits, shall result in an assessment of additional premiums or a return of overpaid premiums. This adjustment shall be made within sixty (60) days after the date of the audit.

ARTICLE XVII
PARSAC MEMBERSHIP

Member Entities shall participate in PARSAC's Liability Program and/or Workers' Compensation Program as a condition of membership in PARSAC. Participation in either Program shall be a minimum of three years and the Term shall be renewed for subsequent one-year periods at the commencement of each Program Year upon payment of the applicable Deposit Premium, unless termination, withdrawal, or expulsion occurs pursuant to Articles XXIII and XXIV of this Agreement. The Executive Committee shall establish the initial SIR for each Liability or Workers' Compensation Program Participant and may require a different SIR for Program Participants from time to time, in its sole discretion.

Program Years shall begin on July 1 of each year and shall continue through the following June 30. Retroactive coverage may be provided as approved by the Board and documented on the Declaration Page of the respective Memorandum of Coverage.

ARTICLE XVIII
MEMORANDA OF COVERAGE

The types and amounts of coverage for each Program available to Member Entities shall be specified in a Declarations Page and/or Memorandum of Coverage which shall be issued by PARSAC to each Member Entity for each Program Year in which the Member Entity has coverage. The Board shall have the power and authority to decrease, increase, or amend the coverage provided by a Memorandum of Coverage. If any such amendment is approved by the Board during a Program Year, no Member Entity participating in that Program Year shall be entitled to withdraw by reason of any said amendment prior to the termination of that Program Year.

ARTICLE XIX
SIR MANDATORY RESERVES/PAYMENTS

A Member Entity participating in the Liability Program must establish by resolution a "Fund Balance Reserve" ("Reserve") equal to three times (3) the designated SIR, or any underlying insurance deductible chosen, and approved for the Member Entity by PARSAC. The Reserve will be recorded and maintained in the appropriate Member Entity Fund in accordance with Generally Acceptable Accounting Principles.

PARSAC will be notified of any proposed adjustment to the Reserve prior to the Member Entity's adoption of such a resolution.

PARSAC may request certification, by the Member Entity, of the balance in the Reserve account at any time.

Applicants establishing coverage with PARSAC shall be required to submit the "Fund Balance Reserve Resolution" prior to coverage inception.

Any Member Entity which does not desire to establish a local Fund Balance Reserve at the required three-times its SIR, or underlying insurance deductible amount, may contract for an actuarial study of its losses and reserves by a Fellow of the Casualty Actuary Society (FCAS) to ascertain and represent to PARSAC adequate SIR Reserves. Such SIR amount shall be established as the correct Reserve for that Member Entity.

Although not obligated to do so, PARSAC may elect to pay a portion of claims expenses before the Member Entity's self-insured retention has been exhausted in order to expedite the resolution of a claim. In this event, the member will be invoiced and shall have 30 days from the date of invoice to remit reimbursement. A 10% penalty shall be applied to the balance if payment is not received by the due date.

The claims payment procedures for members participating in the Workers'

Compensation Program with a self-insured retention are as follows:

1. The Member Entity shall set up a checking account with the Third-Party Administrator (TPA). The TPA shall pay all claim expenses within the Member's Entity's self-insured retention from the checking account. The Member Entity shall be responsible for ensuring sufficient funds are available for all costs related to the checking account, including any set-up fees charged by the TPA; or
2. PARSAC shall pay all claim expenses within the Member Entity's self-insured retention, which shall be reconciled and invoiced to the Member Entity quarterly. The Member Entity shall have 30 days from the date of invoice to submit its self-insured retention payment. A 10% penalty shall be applied to the balance if payment is not received by the due date. This option is available to Member Entities with an SIR of $100,000 or lower.

ARTICLE XX
RETROSPECTIVE PREMIUM ADJUSTMENTS AND ASSESSMENTS

Retrospective Premium Adjustments (RPA) for self-funded Programs shall be calculated annually as determined by each Program's funding policy. The Board may determine and levy special assessments on Member Entities by majority vote.

The RPA is a financial reconciliation made by PARSAC to determine whether the Deposit Premium collected for that Policy Year was sufficient to cover the costs. An RPA summary is presented annually to the Board for approval. Distribution of credits or collection of assessments will follow each Program's funding policy.

If a Member Entity has timely withdrawn or been expelled from a Program, any Retrospective Premium Adjustment credit shall remain with PARSAC until all Policy Year(s) in which they participated have been closed and reconciled. Any Retrospective Premium

Adjustment deficit shall be billed to the Member Entity at the time that particular Policy Year(s) is being reconciled. If a withdrawn or expelled member's total equity for all program years in which they participated is insufficient, the member will be billed at the time the deficit is identified. A member that has untimely withdrawn from a program foregoes their right to any remaining equity and is subject to assessment for any deficits.

ARTICLE XXI
NEW MEMBERS

Any California public entity as defined in Article I may apply for membership in PARSAC and participation in any of PARSAC's Programs at any time. Public Entities must participate in either the Liability or Workers' Compensation program before participating in other Program offerings.

PARSAC shall review all requests for Program membership, and the Executive Committee shall approve and the Board shall ratify, which applicants shall be accepted for membership, in which Programs they may participate, and when such participation shall begin. Public Entities shall become new Member Entities as of the effective date of coverage indicated on the Program Declarations Page and upon payment of the Deposit Premium. Public Entities which are in the process of formation shall be covered only as of the effective date of formation.

Deposit Premiums for coverage which begins during a Program Year may be prorated for the remainder of the Program Year. A Public Entity applying for membership in the Workers' Compensation or Liability Program shall complete, return and comply with all of the following:

A. An "Application for a Certificate of Consent to Self-Insure" from the Department of Industrial Relations/Division of Self-Insurance Plans (DIR/SIP) (Workers' Compensation only);

B. Loss reports for the five (5) most recent policy years;

C. Estimated payroll for the current year and corresponding to the 5 years of loss data

D. Liability Exposure questionnaire from PARSAC, questionnaires from the excess carrier or reinsurer, and most recent three years' audited financial statements;

E. Undertake a risk management audit of its facilities and activities and, based upon such audit report, provide evidence of correction, elimination and/or clarification of all noted deficiencies revealed by such inspection; and

F. Such other information as is reasonably required by PARSAC to assure compliance with law and PARSAC policies.

ARTICLE XXII
WITHDRAWAL

Any Member Entity who has been a member for at least three full fiscal years may withdraw from its status as a member and as a party to the Joint Powers Agreement by submitting notice in writing to PARSAC as follows:

A. Timely Notice of Withdrawal. A withdrawing Member Entity must notify PARSAC of its intention to withdraw at least six (6) months prior to the end of the fiscal year in which the member intends to withdraw, unless a shorter withdrawal period is approved by the Executive Committee, in its sole discretion. Withdrawing members who submit Timely Notice shall be subject to an administrative fee equal to their pro-rata share of ongoing expenses for the three program years following withdrawal. Ongoing expenses include but are not limited to staff payroll and benefits, actuarial services, investment services, financial audits, and claims administration. Withdrawing member will be

invoiced for their portion of the administrative fee each of the three years.

Calculation and Payment of Fee. The administrative fee shall be calculated based on the member's actual payroll and self-insured retention level in the last year in which the member participated. In year one, 100% of the administrative fee will be charged to the member; 50% in year two; and 25% in year three. The withdrawing member shall be invoiced for their portion of the administrative fee and it shall not be taken from equity. Should equity be insufficient to cover any deficit, the member will be subject to assessment. The withdrawing member's equity will remain with PARSAC until all years in which the member has participated are closed. Any equity remaining after all years have closed will be returned to the withdrawn member.

B. Untimely Notice of Withdrawal. Members submitting a notice of intent to withdraw less than six (6) months prior to the end of the fiscal year, but not later than April 1, in which the member intends to withdraw shall be considered untimely. In the event of an untimely notice of intent to withdraw, the withdrawing member shall forego their right to any remaining equity. In addition to foregoing equity, withdrawing members who submit Untimely Notice shall be subject to an administrative fee equal to their pro-rata share of ongoing expenses for the three program years following withdrawal. Ongoing expenses include but are not limited to staff payroll and benefits, actuarial services, investment services,

financial audits, and claims administration, and will remain subject to both the administrative fee and assessments for all years in which they participated. Withdrawing members will be invoiced for their portion of the administrative fee each of the three years. *Calculation and Payment of Fee.* The administrative fee shall be calculated based on the member's actual payroll and self-insured retention level in the last year in which the member participated. In year one, 100% of the administrative fee will be charged to the member; 50% in year two; and 25% in year three.

Withdrawal from the Liability or Workers Compensation Program shall terminate coverage under that Program. If withdrawal would result in the Member Entity no longer being a member of either the Liability or the Workers Compensation Program, then such withdrawal shall constitute withdrawal from this Agreement and from membership in PARSAC, subject to the ex-Member Entity's continuing obligations under Article XXV below.

A notice of intent to withdraw may be rescinded in writing with Executive Committee consent at any time earlier than ninety (90) days before the expiration of the withdrawal period, except that any withdrawal approved by the Executive Committee upon less than 6 months notice shall be final.

Any Member Entity which withdraws as a participant in any Program may renew participation in that Program by complying with all Program rules and regulations.

ARTICLE XXIII
EXPULSION

Regardless of its three-year commitment under the Liability and/or Workers' Compensation Program, a Member Entity may be expelled from PARSAC or a Program either with or without cause. The General Manager shall review any lack of satisfactory performance or other problem with the Member Entity and shall attempt to resolve the matter. If the General Manager determines that the Member Entity is unwilling or unable to correct the problem, the General Manager shall present the matter to the Executive Committee. The Executive Committee may recommend to the Board that the Member Entity be expelled, either with or without cause. Written notice of the Executive Committee's recommendation for expulsion shall be delivered to the Member Entity with return receipt at least fourteen [14] days before the Board meeting at which the matter will be discussed. Action by the Board shall require the vote of a majority of the total number of directors. Expelled members are subject to the administrative fee for a timely withdrawal as described in Article XXIII, Paragraph A.

In considering the expulsion of a Member Entity, the Executive Committee shall allow the affected Member Entity a reasonable opportunity to address and remedy the reasons, if any, for the proposed expulsion. The period of time so allowed shall be within the sole discretion of the Executive Committee. If such a reasonable opportunity is allowed, PARSAC may require quarterly audits to monitor the affected Member Entity's remedial actions or any other conditions to its continued participation in PARSAC or its Programs.

A Member Entity which is the subject of a proposed expulsion shall be responsible for investigating the availability of alternate coverage. On the request of the Member Entity, the Board may permit the Member Entity a reasonable time to make arrangements for alternative coverage, but such period of time shall be at the Board's sole discretion.

ARTICLE XXIV
EFFECT OF WITHDRAWAL OR EXPULSION ON MEMBER ENTITY'S RESPONSIBILITIES

The withdrawal or expulsion of any Member Entity after its participation in any Program shall not terminate its responsibility with respect to the following:

A. Provide PARSAC with such statistical and loss experience data and other information as may be necessary for PARSAC to carry out the purposes of this Agreement;

B. Pay to PARSAC when due any Deposit Premiums or Retrospective Premium Adjustments for each Policy Year of each Program in which it participated;

C. Cooperate fully with PARSAC in determining the cause of losses in the settlement of claims;

D. Cooperate with and assist PARSAC and any insurer, excess provider, claims adjuster, legal counsel or other service provider engaged or retained by PARSAC in all matters relating to this Agreement; and

E. Comply with the Bylaws and all policies and procedures of PARSAC not inconsistent with the provisions of this Agreement and not inconsistent with its withdrawal from PARSAC.

Disposition of Equity – Timely Withdrawal or Expulsion. In addition, PARSAC shall retain all remaining equity, and the ex-Member Entity is obligated to pay any future assessments made with respect to the Policy Years of any Program in which it participated, until all such Policy Year[s] have been closed, at which time PARSAC shall refund to the ex-Member Entity, any remaining equity which was not expended in settling, paying or otherwise resolving claims against the ex-Member Entity.

Disposition of Equity – Untimely Withdrawal. PARSAC shall retain all remaining equity

and the ex-Member Entity is obligated to pay any future assessments made with respect to the Policy Years of any Program in which it participated, until all such Policy Year[s] have been closed and the administrative fee charged per Article XXII, Paragraph B.

ARTICLE XXV
TERMINATION OF AGREEMENT AND DISTRIBUTION OF ASSETS

This Agreement shall continue in full force and effect until terminated. Termination of this Agreement shall also constitute the termination of all Programs. This Agreement may be terminated at any time by the vote of three-fourths of the Member Entities; provided, however, that this Agreement and PARSAC shall continue to exist for the purpose of disposing of all claims and paying its obligations (to CalPERS) for employees' health and pension benefits, before the distribution of assets, and any other functions necessary to wind up the affairs of PARSAC.

Upon termination of this Agreement, all assets of each Program of PARSAC shall be distributed among the Member Entities [and ex-Member Entities which previously timely withdrew or were expelled] which participated in such Programs, in accordance with the retrospective premium adjustment process in effect during the term of this Agreement. Such distributions shall be determined within six [6] months after the disposal of the last pending claim or other liability covered by each Program.

Following the termination of this Agreement, any Member Entity which was a participant in any Program of PARSAC shall pay any additional amount of premium, determined by the Board or its designee in accordance with a retrospective premium adjustment, which may be necessary to enable final disposition of all claims arising from losses under that Program during the Member Entity's period of participation.

The Board is vested with all powers of PARSAC for the purpose of concluding and

dissolving the business affairs of PARSAC. The Board may designate legal counsel and any committee or person to carry out a plan of dissolution adopted by the Board.

ARTICLE XXVI
NOTICES

Notices to Member Entities under this Agreement or the Bylaws shall be sufficient if mailed to their respective addresses on file with PARSAC. Notices to PARSAC shall be sufficient if mailed to the address of the principal executive office of PARSAC, addressed to the General Manager.

ARTICLE XXVII
PROHIBITION AGAINST ASSIGNMENT

No Member Entity may assign any right, claim, or interest it may have under this Agreement, and no creditor, assignee or third-party beneficiary of any Member Entity shall have any right, claim or title to any part, share, interest, fund, premium or asset of PARSAC.

ARTICLE XXVIII
AMENDMENTS

This Agreement may be amended by a two-thirds vote of the Board present and voting at any duly convened regular or special meeting; provided that, any such amendment has been submitted to the directors and the Member Entities at least thirty [30] days in advance of such meeting. Member Entities may, by resolution or ordinance, grant their director and alternate on the Board explicit authorization to approve and execute amendments to this Agreement on behalf of the Member Entity without the necessity of a resolution or ordinance of the legislative body of the Member Entity confirming or ratifying such amendment. Any such amendment shall become effective immediately, unless otherwise stated therein.

ARTICLE XXIX
SEVERABILITY

Should any portion, term, condition or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions shall not be affected thereby.

ARTICLE XXX
AGREEMENT COMPLETE

The foregoing constitutes the full and complete agreement of the parties. There are no oral understandings or agreements not set forth in writing herein, except as noted with respect to the Bylaws and Memoranda of Coverage. If any provision of this Agreement conflicts with a provision of the Bylaws, Memoranda of Coverage or other document, such conflicting provisions shall be interpreted to avoid any such conflict, but this Agreement shall govern.

ARTICLE XXXI
EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but altogether shall constitute one and the same Agreement.

Public Agency Risk Sharing Authority of California ["PARSAC"]

Date: By: _____

Name/Title

Attest: _____

Deputy Secretary, PARSAC

Member Entity: _____

Date: By: _____

Name/Title

Attest: _____

City/Town Clerk

APPENDIX "A"

PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA [PARSAC]

MEMBER ENTITIES

City of Amador City
City of Avalon
City of Belvedere
City of Blue Lake
City of California City
City of Calimesa
City of Calistoga
City of Citrus Heights
City of Clearlake
City of Coalinga
City of Ferndale
City of Grass Valley
City of Highland
City of Menifee
City of Nevada City
City of Pacific Grove
City of Placentia
City of Placerville
City of Plymouth
City of Point Arena
City of Rancho Cucamonga
Rancho Cucamonga Fire Protection District
City of Rancho Santa Margarita
City of San Juan Bautista
City of South Lake Tahoe
City of Tehama
City of Trinidad
Town of Truckee
City of Twentynine Palms
City of Watsonville
City of West Hollywood
City of Wheatland
City of Wildomar
Town of Yountville
City of Yucaipa
Town of Yucca Valley

PARSAC

AGREEMENT FOR APPORTIONMENT OF RETIREMENT OBLIGATIONS

Public Agency Risk Sharing Authority of California

PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA [PARSAC]

AGREEMENT FOR APPORTIONMENT OF RETIREMENT OBLIGATIONS

THIS AGREEMENT is made in the State of California by and among those municipalities organized and existing under the laws of the State of California, hereinafter referred to as "Member Entity[ies]," which are parties' signatory to the Joint Powers Authority Agreement (as revised effective May 25, 2017, hereafter "JPA Agreement. All such Member Entities are listed in Appendix "A," which is attached hereto and made a part hereof.

RECITALS

Whereas PARSAC is an entity formed under California Government Code § 6500 which permits two or more public agencies by agreement to jointly exercise any power common to the contracting parties.

Whereas California Government Code § 6508.2 requires that the member agencies of a joint powers agency ("AGENCY") mutually agree to a 100% apportionment of the AGENCY's retirement liability prior to either a dissolution of the AGENCY or the termination of the AGENCY's participation in a public retirement system.

Now, therefore, in consideration of the above facts and the mutual benefits, promises and agreements set forth below, the Member Entities hereby agree as follow:

AGREEMENT

ARTICLE I

DEFINITIONS

The following terms shall have the following definitions:

A. **"Agreement"** shall mean this Revised and Restated Joint Powers Agreement creating the Public Agency Risk Sharing Authority of California [PARSAC].

B. **"Board"** or **"Board of Directors"** shall mean the governing body of PARSAC.

C. **"PARSAC"** shall mean the Public Agency Risk Sharing Authority of California created by this Agreement.

D. **"Deposit Premium"** shall mean the estimated amount determined for each Member Entity necessary to fund each layer of coverage for each Policy Year of each Program of PARSAC.

E. **"Member Entity"** shall mean any California public entity which is a party signatory to this Agreement including any other agency for which the City Council sits as the Governing board.

F. **"Program Year"** shall mean a period of time, usually 12 months, for which each Program is to determine Deposit Premiums, Retrospective Premiums, and Retrospective Premium Adjustments.

G. **"Program"** shall mean arrangements to cover specific types of claims which may include, but not be limited to, property, workers' compensation, and comprehensive liability claims.

H. **"Public Entity"** shall mean a county, city, whether general law or chartered, city and county, town, district, political subdivision, joint powers authority, or any board, commission, or agency thereof providing a municipal service, excluding school districts.

I. **"Public Retirement System"** shall mean CalPERS or any other Public Entity retirement program established or operated by a California Public Entity available to public employees as to which current or former employees of PARSAC participated.

J. **"Retirement Liability"** shall mean the liability that PARSAC possesses to all former or current employees of PARSAC for retirement benefits owed to them pursuant to a contract between PARSAC and a Public Retirement System and arising by reason of those employees participation in the Public Retirement System.

K. **"Retrospective Premium"** shall mean, the amount determined retrospectively as each Member Entity's share of losses, reserves, expenses and interest income as may be determined periodically for any Program.

L. **"Retrospective Premium Adjustment"** shall mean the amount necessary to periodically adjust the Deposit Premium, or prior Retrospective Premiums if any, to the newly calculated Retrospective Premium amount.

ARTICLE II

PARTIES TO THE AGREEMENT

Each Member Entity is a party to this Agreement and agrees that it intends to, and does contract with, all other parties who are signatories of this Agreement and with such other parties as may later be added. Each Member Entity also agrees that the expulsion or withdrawal of any Member Entity from this Agreement shall not affect this Agreement nor the remaining parties as to the other Member Entities then remaining.

ARTICLE III

PURPOSE

This Agreement is entered into by the Member Entities in order to:

A. Provide for an apportionment among current and former PARSAC Member Entities of 100% of PARSAC's Retirement Liability consistent with the requirements of Government Code §§ 6508.1 and 6508.2 as enacted and amended effective January 1, 2019. The current Member Entities of PARSAC are set forth in Appendix A. The former Member Entities of PARSAC as of the date of this Agreement are set forth in Appendix B.

ARTICLE IV

METHOD OF APPORTIONMENT OF RETIREMENT LIABILITY

A. In the event of a decision by the governing Board of PARSAC to dissolve and cease all operations, or in the event of a decision by the governing Board of PARSAC to terminate PARSAC's contract with a Public Retirement System, the Member Entities agree that 100% of PARSAC's Retirement Liability shall be funded by all current and former PARSAC Member Entities based on a pro rata share of the former and current Member Entities' historical Deposit Premium in the Workers' Compensation and Liability self-funded Programs. The apportionment of the Retirement Liability shall be calculated as set forth above, and the unfunded Retirement Liability then existing shall be paid as follows: The unfunded Retirement Liability then existing shall be paid prior to any distribution of assets as provided in ARTICLE XXV of the JPA Agreement and prior to the payment of any equity that may be determined as the result of the Retrospective Premium Adjustment process as set forth in ARTICLE XX. (For example, should a Member Entity have remaining equity in either the Workers' Compensation or Liability program, at the time of PARSAC's dissolution or PARSAC's termination of PARSAC's contract with a public retirement system, the Member Entity's equity shall first be applied to reduce that Member Entity's share of the apportionment of the Unfunded Retirement Liability.)

B. In the event that PARSAC disposes of the real property identified as 1525 Response Road, Sacramento, CA, 95815 (the "Property"), any unfunded Retirement Liability of PARSAC shall first be reduced by applying the proceeds from the sale of the Property as provided in Resolution 2019-03, attached hereto as Exhibit A, prior to the determination of the amounts owed by the former or current Member Entities under the apportionment provided herein.

C. The apportionment of the Retirement Liability of PARSAC among the former and current Member Entities of PARSAC and the obligation of the former and current Member Entities to pay such apportionment of the PARSAC Retirement Liability as provided herein shall be a separate and independent obligation from the obligation of the Member Entities arising upon termination, expulsion or withdrawal of a Member Entity or upon termination of the Joint Powers Agreement (as revised effective May 25, 2017) including but not limited to ARTICLES XX, XXII, XXIII, XXIV and XXV of that Agreement.

ARTICLE V

TERM OF AGREEMENT

This Agreement shall become effective as of the date hereof and shall continue in full force and effect for the purpose of paying 100% of the Retirement Liability of PARSAC pursuant to the apportionment among former and current Member Entities as provided for herein.

ARTICLE VI

SEVERABILITY

Should any portion, term, condition or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions shall not be affected thereby.

ARTICLE VII

AGREEMENT COMPLETE

The foregoing constitutes the full and complete agreement of the parties. There are no oral understandings or agreements not set forth in writing herein, except as noted with respect to the Bylaws and Memoranda of Coverage. If any provision of this Agreement conflicts with a provision

of the Bylaws, Memoranda of Coverage or other document, such conflicting provisions shall be interpreted to avoid any such conflict, but this Agreement shall govern.

ARTICLE VIII

AMENDMENTS

This Agreement may be amended by a two-thirds vote of the Board present and voting at any duly convened regular or special meeting; provided that, any such amendment has been submitted to the directors and the Member Entities at least thirty [30] days in advance of such meeting. Member Entities may, by resolution or ordinance, grant their director and alternate on the Board explicit authorization to approve and execute amendments to this Agreement on behalf of the Member Entity without the necessity of a resolution or ordinance of the legislative body of the Member Entity confirming or ratifying such amendment. Any such amendment shall become effective immediately, unless otherwise stated therein.

ARTICLE IX

EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but altogether shall constitute one and the same Agreement.

Public Agency Risk Sharing Authority of California ["PARSAC']

Date: By: _____

Name/Title

Attest: _____

Deputy Secretary, PARSAC

Member Entity: _____

Date: By: _____

Name/Title

Attest: _____

City/Town Clerk

APPENDIX "A"

PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA [PARSAC]

MEMBER ENTITIES

City of Amador City
City of Avalon
City of Belvedere
City of Blue Lake
City of California City
City of Calimesa
City of Calistoga
City of Citrus Heights
City of Clearlake
City of Coalinga
City of Ferndale
City of Grass Valley
City of Highland
City of Menifee
City of Nevada City
City of Pacific Grove
City of Placentia
City of Placerville
City of Plymouth
City of Point Arena
City of Rancho Cucamonga
Rancho Cucamonga Fire Protection District
City of Rancho Santa Margarita
City of San Juan Bautista
City of South Lake Tahoe
City of Tehama
City of Trinidad
Town of Truckee
City of Twentynine Palms
City of Watsonville
City of Wheatland
City of Wildomar
Town of Yountville
City of Yucaipa
Town of Yucca Valley

APPENDIX "B"

PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA [PARSAC]

FORMER MEMBER ENTITIES

City of Alturas
City of Canyon Lake
City of Carlsbad
City of Elk Grove
City of Hesperia
City of Rialto
City of Ridgecrest
City of Rio Dell
City of West Hollywood

BYLAWS
of the
CALIFORNIA INTERGOVERNMENTAL RISK AUTHORITY

ARTICLE I.
PREAMBLE

The California Intergovernmental Risk Authority ("CIRA" or "the Authority") is established for the purposes and under the authorities described in its Joint Exercise of Powers Agreement ("Agreement"). The Agreement specifies that Bylaws will govern many of the operations of the Authority, and defines certain terms used in these Bylaws.

ARTICLE II.
NEW MEMBERS

Any California public agency that provides municipal services or is a special district may become a Member of the Authority. For purposes of membership a "Municipal Member" is a member from a general law or – Charter city or town and a "Special District" is a limited purpose local government, separate from cities and counties, providing focused public services including fire protection, sewer, water, parks and recreation, cemeteries and libraries. Members agree to be bound by the Governing Documents and by complying with all of the following requirements:

A. Submit a completed application for membership 90 days before the start of the fiscal year, including any required application fee;

B. Submit a signed resolution acknowledging participation under the terms and conditions which then prevail;

C. Execute the Agreement then in effect and agree to be bound by any subsequent amendments to the Agreement;

D. Agree to be a Member for at least five consecutive fiscal years after commencement of membership or, if a member of the Public Agency Risk Sharing Authority of California (PARSAC) or the Redwood Empire Municipal Insurance Fund (REMIF) as of June 30, 2021, for two fiscal years after that date;

E. Be accepted for membership by a two-thirds vote of the Board of Directors;

F. Appoint, in writing, a representative to act as Director on the Authority's Board and another to act as alternate Director in the absence of the Director, who shall be officers or employees of the Member; and

G. Ensure the Director and alternate Director file with the Authority the required Fair Political Practices Commission (FPPC) forms upon assuming office, annually, and upon termination of office.

Before the Board votes on a potential Member's application, there shall be a review and interview of the applicant, in accordance with the Underwriting Guidelines, including the applicant's most recent audited financial statement and associated management letters. This review may also include a safety inspection of the facilities of the applicant. A two-thirds vote of the Board of Directors is required to approve the application, based upon the application, and any inspections, reports, or other material pertinent to the decision.

ARTICLE III.
MEMBER RESPONSIBILITIES

Each Member is responsible for the following:

1. Cooperation with the Authority, its insurers, adjusters and legal counsel in determining the cause of losses in settling claims, and supporting effective risk management and risk transfer decisions;

2. Timely payment of all contributions, assessments, interest, penalties, or other charges imposed consistent with the Governing Documents;

3. Providing the Authority with statistical and loss experience and other data as requested.

4. Execution of a membership resolution for each Program in which the Member participates.

5. Appointing a representative and alternate to represent the Member on the Authority's Board, expressly authorizing such representatives to act on behalf of the Member on all matters coming before the Board, and assuring that its representative or alternate regularly attend meetings of the Board and any committee to which a representative has been appointed.

6. Execution of amendments to this Agreement as set forth in Article XIX; provided, however, the Member may, by resolution or ordinance, authorize its representative on the Board to approve and execute amendments on behalf of the Member without the necessity of a resolution or ordinance of the legislative body of the Member confirming or ratifying such amendment.

7. As required by the Authority, undertake risk management audits of its facilities and activities, conducted by a person and/or firm approved by the Authority and provide evidence of correction, elimination and/or clarification of all noted deficiencies or recommended corrections to the satisfaction of the Authority.

8. Use of an Authority-approved third-party claims administrator.

9. Payment for the costs of staffing and supporting the Authority ("general expenses") shall be funded by the Members in accordance with the Board's allocation of general expenses to the Authority's various Programs.

ARTICLE IV.
GOVERNING BOARD

A. The governing body of the Authority shall be the Board of Directors (Board). The Board shall be comprised of one Director from each Municipal Member. Special Districts will have no more than seven Directors and three alternates. Each Director has one vote. An alternate Director may cast a vote only in the absence of the Director. Each Director and alternate Director must be an officer or employee of the Member. A Member may change any of its representatives to the Board only by written notification to the Authority from the Member's governing body or the Member's Chief Executive Officer or equivalent.

B. The Board shall provide policy direction for the General Manager, the Executive Committee, any other standing committees, and any administrative or legal service providers to the Authority. The Board may delegate any or all of its responsibilities, except those requiring a vote by the Board as specified in the Governing Documents.

C. As to Program-specific agenda items, only the Directors representing Members that participate in that Program may vote, and as to such items a quorum shall be determined by reference to the number of Members participating in the Program. As to agenda items relating to all liabilities and obligations of CIRA existing prior to the Effective Date ("Preexisting Obligations"), only Directors representing Members who were members of the Authority prior to the Effective Date may vote, and as to such items, a quorum shall be determined solely by reference to the number of Members that were members of the Authority prior to the Effective Date.

D. The Board reserves unto itself the authority to do the following (except where specifically noted, a simple majority of the Board present at a meeting may take action):

1. Accept a new Member to the Authority (two-thirds vote of the Board);

2. Accept indebtedness (two-thirds vote of the entire Board);

3. Adopt a budget;

4. Amend these Bylaws;

5. Elect and remove Officers;

6. Expel a Member from the Authority (two-thirds vote of the Board);

7. Approve dissolution of Authority (two-thirds vote of the entire Board); and

8. Approve financing costs from one Program to another (Program to Program borrowing) if such financing extends beyond a twelve-month period.

E. The Board will meet at least once a year to review the operations of the Authority. The Board will establish a time and place to hold such regular meetings. The Board Secretary will mail notices of all Board meetings to each Member, keep minutes of the meetings, and send copies of such minutes to the Members.

F. A special meeting may be called by the president or by a majority of the Board with twenty-four (24) hours' notice, stating the purpose, date, time, and place of the meeting, provided such notice is in writing.

G. Every Member is expected to have its Director or alternate attend Board meetings.

H. All meetings of the Board shall be conducted in accordance with the Ralph M. Brown Act (Government Code §54950 et seq.)

I. A quorum shall consist of a majority of the Directors then appointed and serving, without counting vacancies. All matters within the purview of the Board may be decided by a majority vote of a quorum of the Board, except as specified otherwise in the Governing Documents.

ARTICLE V.
OFFICERS

A. The officers of the Authority shall consist of a President, a Vice President, a Treasurer, an Auditor/Controller, and a Secretary. The Board shall elect the President, Vice-President, Treasurer, and Auditor/Controller. The President, Vice-President, and Auditor/Controller must be directors on the Board. The Treasurer may be a Director, an employee of the Authority, or an employee of a Member, and if the Treasurer is an employee of a Member the employee need not be the Member's designated representative on the Board. The General Manager shall serve as Secretary.

B. Initial officers shall serve staggered terms with the President and Treasurer serving a two-year term and Vice President and Auditor/Controller serving a one-year term. The terms of office for subsequent officer elections shall be two years. The President and Auditor/Controller will be elected in odd-numbered years and the Vice President and Treasurer will be elected in even-numbered years.

C. Initial officers (other than the Secretary) shall be elected at the first meeting of the Board of Directors. At least 30 days before each subsequent election, the President may appoint a nominating committee as set forth in these Bylaws or propose a slate informally.

D. The nominating committee's nomination of candidates for elected officer positions shall be made in writing, and the slate of nominees will be sent to each Member at least seven (7) days before the last regular Board meeting of the fiscal year. Additional candidates for any of the offices may be made by an open nomination and second from the floor at the time of the meeting.

E. The election of officers will be held at the last regular Board meeting of the fiscal year in which their terms expire or at a special meeting called for that purpose. Those candidates receiving a majority of votes cast for each office will succeed to those offices. If no nominee receives a majority of the vote, the nominee with the least votes shall be deleted as a nominee and a new vote taken. This elimination process will continue until one nominee receives a majority vote. Each Director or, in the absence of that Director, the Director's alternate, shall be eligible to vote.

F. Each elected officer will serve until the next election of officers, or termination of his or her employment with the Member, or until removal from office by a majority vote of the Board, whichever is earliest.

G. The Board shall make the appointment to a vacancy in the office of the President. Vacancies in any other office shall be filled by appointments by the President with ratification by the Board at the next Board meeting held after the vacancy occurs. In the event that the Board fails to ratify an appointment, the President shall make another appointment which will be subject to ratification by the Board.

H. The President shall preside at all meetings of the Authority. The President shall, with the consent of the Board or Executive Committee, appoint representatives to the board of any joint powers authority of which the Authority is a Member, and shall make all Committee appointments with the exception of the Executive Committee. The President shall execute documents on behalf of the Authority as authorized by the Board and shall serve as the primary liaison between the Authority and any other organization. The President shall serve as a member of the Executive Committee and as a nonvoting ex-officio member of all other Committees.

I. In the absence or temporary incapacity of the President, the Vice-President shall exercise the functions of the President. The Vice-President shall serve as member of the Executive Committee and as a nonvoting ex-officio member of all other committees when the President is unable to attend.

J. The Auditor/Controller shall be responsible for the duties and functions prescribed by Government Code Section 6505.6, as well as any other duties as may be specified by the Board or the Executive Committee. The Auditor/Controller may appoint an assistant to serve as needed, provided such assistant shall not be an employee or public official of the same Member as the Auditor/Controller. In the absence of both the President and Vice President at any one meeting, the Auditor/Controller shall preside over that meeting only and shall have powers and duties as may be required by the Board for this purpose. If the President, Vice-President, and Auditor/Controller will be absent from any one meeting, any of them may designate a director to preside over the meeting, but the designated director shall have only the powers and duties as may be required by the Board for this purpose.

K. The Secretary shall be responsible for preparing all minutes and agendas of the Board, the Executive Committee, and any other Committee meetings, preparing necessary correspondence, and maintaining files and records.

L. The Treasurer shall have no vote on the Board or Executive Committee unless the Treasurer is a designated representative of a Member to the Board. The Treasurer shall have the responsibility to establish and maintain such funds and accounts as may be required by accepted accounting practices and procedures prescribed by the Government Accounting Standards Board and by the Board. Separate accounts shall be established and maintained for each Program Year of each Program. Books and records of the Authority in the hands of the Treasurer or other designated person shall be open to inspection at all reasonable times by members of the Board or authorized representatives of the Members. The Treasurer shall disburse Authority funds, accounts, and property, in accordance with the Government Code and at the direction of the Board.

M. An Officer Emeritus is a retired or former member of the Authority's or REMIF's Executive Committee or Board of Directors, preferably an Officer, having served three terms or more on the Executive Committee or six years on the Board for each agency. The Officer Emeritus serves to maintain the institutional knowledge, culture, and practice of CIRA. The Officer Emeritus is independent and does not represent any Member. The Officer Emeritus attends and may participate in meetings but does not vote. The Officer Emeritus may represent CIRA as directed and may serve as a mentor or advisor as needed and available. The Officer Emeritus receives a stipend as determined by the Board via resolution and reimbursement for reasonable travel expenses. The Executive Committee shall appoint up to two Officers Emeritus to be affirmed by the Board. The Officer Emeritus position will be re-evaluated by the Board after five years.

ARTICLE VI.
COMMITTEES

A. Executive Committee. There shall be an Executive Committee to conduct the day-to-day business of the Authority. The Board may create other committees, standing or temporary, as it deems necessary.

B. All committee meetings shall be conducted in accordance with applicable law, including but not limited to the Ralph M. Brown Act (Government Code § 54950, et seq.). For all committees, a quorum shall consist of a majority of committee members then appointed and serving, without counting vacancies. All matters within the purview of a committee may be decided by a majority vote of a quorum of the committee, except as specified otherwise in the Governing Documents.

C. The Executive Committee shall be composed of fourteen members including the President, Vice-President, Treasurer (if a Board Member), and Auditor/Controller, and nine (or ten, if necessary) other individuals, all of whom must be Directors and not alternates. Five of the ten shall be elected by the Board in even numbered years and five (or six, if necessary) shall be elected by the Board in odd numbered years. One each shall be elected by the Directors in each of three regions designated by the Board. One each shall be elected by the Directors in each of three size categories (small, medium, and large) designated by the Board. One Special District Director shall be elected to represent Special District members. Three (or if necessary four) shall be elected at large. Executive Committee members may be re-elected without restriction. No Member shall be represented by more than one member on the Executive Committee.

D. Members of the Executive Committee may be removed with or without cause by the Board, which shall elect replacements for the vacancies caused by such removal. Members may also be removed for failure to attend two consecutive meetings without reasonable excuses. The President may appoint replacements to fill any vacancies caused by death, disability, resignation, disqualification, or removal for unexcused absences, and such appointees shall serve until the next meeting of the Board, at which time the selection of replacement shall be ratified or another replacement elected.

E. The Executive Committee may exercise all powers and authority of the Board, except those reserved to the Board as set forth in Article IV.D. The Executive Committee may make recommendations to the Board on matters including a change in Members' retention levels, approval of the annual budget, and approval of new Members. The Executive Committee may also establish subcommittees, define their functions and responsibilities and appoint members to them; appoint or terminate the General Manager; and exercise such other powers and perform such other duties as these Bylaws or the Board may prescribe.

F. PARSAC Committee. The Board shall appoint a committee made up of representatives of Authority members that were members prior to the Effective Date to make recommendations to the Board regarding the administration of the Preexisting Obligations.

G. Personnel Committee. The Officers (not including the Secretary or any Treasurer who is not a Director) and two other Directors appointed by the President (three if the Treasurer is not a Director) shall serve collectively as the Personnel Committee, with the authority to oversee, review and recommend action to be taken by the Executive Committee regarding the performance and compensation of the General Manager and any other personnel issues.

ARTICLE VII.
GENERAL MANAGER

A. The General Manager shall be the Chief Administrative Officer and Secretary of the Authority. The General Manager may not be an employee or an officer of a Member.

B. The General Manager shall be responsible for administering the operations of the Authority, including giving notices of meetings, posting of agendas for meetings, preparation of minutes of meetings, maintenance of all accounting and other financial records of the Authority, filing of all financial reports of the Authority, reporting activities of the Authority to Members, and other such duties as the Board may specify.

C. The General Manager shall appoint all staff positions of the Authority, subject to budget approval by the Board, and shall be responsible for their supervision.

D. The General Manager shall attend all meetings of the Board and Executive Committee

ARTICLE VIII.
SETTLEMENT OF CLAIMS

A. The General Manager shall have authority to settle workers compensation, property and liability claims up to the limit specified by Board policy but not to exceed the actual amount of the claim. The Executive Committee, Board, or a designated claims committee, if appointed, shall have authority to settle claims beyond the authority of the General Manager.

B. For workers' compensation claims, staff has standing authority to pay benefits due under workers' compensation law for medical benefits, temporary disability, etc. and to resolve permanent disability claims up to statutory requirements. Any settlements for permanent disability and/or a compromise and release exceeding the statutory requirements may be settled by the General Manager, or by the Executive Committee or Board for amounts in excess of the General Manager's authority up to the Authority's limit of coverage.

ARTICLE IX.
FINANCIAL AUDIT

A. The Auditor/Controller shall cause an annual audit of the financial accounts and records of the Authority to be made by a qualified, independent individual or firm. The minimum requirements of the audit shall be those prescribed by law.

B. The financial audit report shall be filed with the State Controller's Office within six months of the end of the fiscal year under examination. A copy of the audit report shall be filed as a public record with each Member.

C. The costs of the audit shall be charged against the operating funds of the Authority.

ARTICLE X.
FISCAL YEAR

A. The fiscal year of the Authority shall be the period from July 1 of each year through June 30 of the subsequent year.

ARTICLE XI.
BUDGET

A. A draft budget shall be presented to the Board at the last scheduled Board meeting prior to July 1 of the next fiscal year.

B. The Board shall adopt the annual budget by July 1 of each year.

ARTICLE XII.
ESTABLISHMENT AND ADMINISTRATION OF FUNDS

A. The Authority is responsible for the strict accountability of all funds and reports of all receipts and disbursements. It shall comply with every provision of law relating to the subject, particularly Section 6505 of the Government Code. The Treasurer shall receive, invest, and disburse funds only in accordance with procedures established by the Board and in conformity with applicable law.

B. The funds received for each Program shall be accounted for separately on a full-accrual basis. The portion of each Program's annual contribution allocated for payment of claims and losses shall be held by the Authority in trust for the Program members.

C. The Treasurer may invest funds not required for the immediate operations of the Authority, as directed by the Board or Executive Committee, in the same manner and on the same conditions as local agencies as provided by Government Code Section 53601.

D. The General Manager shall draw warrants to pay demands against the Authority, after such demands have been approved by both the President and the Treasurer, except for employee payroll and benefits disbursements, and other unusual or urgent circumstances as determined by the General Manager. All checks disbursing funds of the Authority shall be signed by at least two Authority officials, one of whom must be the General Manager or designee.

E. Officers, directors and employees handling funds shall be properly bonded as determined by the Board or Executive Committee.

ARTICLE XIII.
PROGRAMS

A. The Authority shall establish Programs in such areas as the Board may select including, but not limited to, the areas of property, workers' compensation, and liability coverage.

B. Coverage in a Program may be provided by a self-funded risk-sharing pool, participation in pooled excess self-insurance, purchased insurance, reinsurance or any combination thereof, as determined by the Board or Executive Committee.

C. The Authority may authorize and use administrative funds to study the feasibility and development of new Programs. If a new Program is approved by the Board, the estimated contributions to fund the Program shall be developed and presented in writing to each Member. Each Member shall have sixty (60) days from the date of such notice to state in writing its intent to join or refrain from joining the new Program. Unless the Member provides written notice to the Authority of its intent to participate in the new Program, it shall be presumed that the Member declines to participate in the Program. Upon conclusion of the notice period, the final contributions will be determined and billed to the Members in the new Program. Each Member that elected to participate will be bound to the new Program for the period of time required by the Master Program Document.

D. The Board will adopt and maintain a Memorandum of Coverage and Master Program Document, and determine the financial contributions to be required of the Members for each Program. The Memorandum of Coverage or Master Program Document shall, among other things, establish procedures for addressing claims disputes.

E. Each Program will be financially self-contained and individually evaluated for administrative and equity allocation purposes. Each fiscal year within each Program shall be separately accounted and maintained. Program funds may be co-mingled with the funds of another Program for durations shorter than a twelve-month period, or when specifically allowed by the Board.

F. Each Member shall cooperate fully with the Authority to provide underwriting and safety and loss control information. Additionally, each Member shall comply with the provisions of the annual Safety and Loss Prevention Program Plan as approved by the Board.

G. Members with delinquent amounts due may be assessed a penalty which shall be set by the Authority.

H. The condition of each Program shall be evaluated by an independent actuary. The Workers' Compensation and Liability Programs shall receive such evaluation on an annual basis. Other Programs shall be evaluated as determined by the Board. The condition of each open fiscal year within each such Program shall be evaluated to determine its actuarial soundness. If it is determined by the actuary that any year is no longer actuarially sound, appropriate actions shall be taken. In addition, the Board reserves the right to assess all Members and/or the Members of any Program an amount determined by the Board to be necessary for the soundness of the Program and to allocate such assessment in a fair and equitable manner.

I. The withdrawal or expulsion of a Member from any Program shall be in accordance with the provisions of the Master Program Document.

J. The withdrawal or expulsion of any Member from any Program shall not terminate the Member's responsibility to contribute its share of contributions, or funds, to any fund or Program in which it participated, nor its responsibility to provide requested data for the periods in which it participated. All current and past Members shall be responsible for their respective share of the expenses, as determined by the Authority, until all claims, or other unpaid liabilities covering the period of the Member's participation in the Program, have been finally resolved and a determination of the final amount of payments due by, or credit to, the Member for the period of its participation has been made by the Board. Past Members shall receive any distribution of surplus based on the same methodology as current Members. The withdrawal or expulsion of any Member from any Program shall not require the repayment or return to that Member of all or any part of any contributions, payments, advances, or distributions except in conformance with the provisions as set forth herein and in the Master Program Document.

K. The Treasurer may deposit and invest Authority funds, subject to the same requirements and restrictions that apply to deposit and investment of the general funds of a city incorporated in the State of California and in accordance with the Investment Policy adopted annually by the Board.

L. The accounting method for each Program will be in accordance with the provisions of the Master Program Document and the principles established by the Government Accounting Standards Board.

ARTICLE XIV.
WITHDRAWAL, DEFAULTS AND EXPULSION FROM THE AUTHORITY

A. Withdrawal from a Program

1. Any Member which withdraws as a participant in any Program may renew participation in that Program by complying with all Program rules and regulations.

2. All Members must participate in at least one of the following two Programs: Workers' Compensation and Liability. If withdrawal from a Program would result in the Member no longer participating in either of these two Programs, then such withdrawal shall constitute withdrawal as a party to the Joint Powers Agreement, subject to the Member's continuing obligations outlined in this Agreement and any other relevant governing documents. Withdrawal from the Authority pursuant to this Section A requires one year's notice of intent to withdraw as described in Section B below.

B. Withdrawal from the Authority

1. A withdrawing Member must notify CIRA of its intention to withdraw at least one year prior to the end of the fiscal year in which the Member intends to withdraw, unless a shorter withdrawal period is approved by the Executive Committee, in its sole discretion.

2. Withdrawing Members shall forfeit any remaining equity. In addition to foregoing equity, withdrawing members shall be subject to an administrative fee equal to their pro-rata share of ongoing expenses for the three program years following withdrawal. Ongoing expenses include but are not limited to staff payroll and benefits, actuarial services, investment services, financial audits, and claims administration. The withdrawing member will be invoiced its portion of the administrative fee for each of the three years, as outlined in the Master Program Document.

3. Following withdrawal, any Member which was a participant in any Program shall be responsible for its share of any additional amount of contribution, determined by the Board in accordance with the retrospective contribution adjustment, which may be necessary to enable final disposition of all claims arising from losses under that Program during the withdrawn Member's period of participation. Any such additional contribution shall be taken first from the Member's forfeited equity, if any, and if such equity is insufficient the withdrawn Member shall be responsible to pay the difference.

4. A notice of intent to withdraw may be rescinded in writing with Executive Committee consent at any time earlier than ninety (90) days before the expiration of the withdrawal period, except that any withdrawal approved by the Executive Committee upon less than six (6) months' notice shall be final.

C. The following shall be "defaults" under the Agreement and these Bylaws:

1. Failure by a Member to observe and/or perform any covenant, condition, or agreement under the Governing Documents, including but not limited to risk management or loss reporting procedures;

2. Consistent failure to attend meetings by a Member's designated representative or alternate, submit requested documents, or cooperate in the fulfillment of the Program objectives;

3. Failure to pay any amounts, including penalties and interest, due to the Authority for more than thirty (30) days;

4. Consistent inability to sustain the financial and insurance criteria that was reviewed and considered upon application for membership. For example, excessive losses, financial distress of member, handling of legal matters, corrective actions and other areas as determined by the Board;

5. The filing of a petition applicable to the Member in any proceedings instituted under the provisions of the Federal Bankruptcy Code or under any similar act which may hereafter be enacted; or

6. Any condition of the Member which the Board believes jeopardizes the financial viability of the Authority.

D. Remedies on Default

1. Whenever any default has occurred, the Authority may exercise any and all remedies available pursuant to law or granted pursuant to the Agreement and these Bylaws including, but not limited to increasing a Member's retention, penalty, or assessment, canceling a Member's coverage, or expelling the Member. However, no remedy shall be sought for defaults until the Member has been given thirty (30) days' notice of default by the Authority.

2. Probation of a Member from a Program and/or Authority:

   a. If deemed appropriate by the Authority a member may be put on probation for a defined period of time to remedy any stated failures or matters noted in this Article.

   b. Notice of such probation shall be in writing and signed by both parties.

   c. The probation remedies and timelines shall be stated clearly in the notice of probation so that the Authority's actions at the end of the probation period are understood by both parties.

3. Expulsion of a Member from the Authority:

   a. The Board, with at least a two-thirds vote, may expel any Member that is in default from the Authority.

   b. Such expulsion shall be effective on the date prescribed by the Board, but not earlier than thirty days after notice of expulsion has been personally served or sent by certified mail to the Member.

   c. The expulsion of any Member from any Program, after the effective date of such Program, shall not terminate its responsibility to contribute its share of contributions, or funds, to any fund Program in which it participated, nor its responsibility to provide requested data for the period(s) in which it participated.

E. Cancellation by the Authority of Coverage under a Program:

1. Upon the occurrence of any default, the Board may temporarily cancel all rights of the defaulting Member in any Program in which such Member is in default until such time as the condition causing default is corrected.

2. Upon the occurrence of any default, the Board, with at least a two-thirds (2/3) vote, may cancel permanently all rights of the defaulting Member in any Program in which such Member is in default.

F. No remedy contained herein is intended to be exclusive. No delay or failure to exercise any right or power accruing upon any default, shall impair any such right or shall be construed to be a waiver thereof.

G. In the event any provision in any of the Governing Documents is breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

H. Except as stated in this Article or elsewhere in the Governing Documents, neither withdrawal nor expulsion shall extinguish the rights and obligations of the parties incurred prior to such withdrawal or expulsion.

ARTICLE XV.
LEGAL REPRESENTATION

A. Legal counsel may be retained by the Board to advise on matters relating to the operation of the Authority and interpretation of the Governing Documents, including but not limited to the Memoranda of Coverage. In matters in which the parties' interests are adverse or potentially adverse, counsel for the Board shall only represent the Board and shall not represent any individual Member without the informed written consent of both parties.

B. The Authority shall have the right to pay such legal counsel reasonable compensation for said services.

ARTICLE XVI.
EXECUTION OF CONTRACTS

A. The Board or Executive Committee may authorize any officer or officers, or any agent or agents, to enter into any contract or execute any instrument in the name, and on behalf, of the Authority and such authorization may be general or confined to specific instances.

B. Unless so authorized by the Board, no officer, agent, or employee shall have any power or authority to bind the Authority by any contract or to pledge its credit or to render it liable for any purpose or to any amount.

ARTICLE XVII.
EXPENSE REIMBURSEMENT AND INSURANCE

A. The Authority shall reimburse any Director who does not otherwise receive compensation for actual expenses incurred, for reasonable out of pocket expenses of the Director in the performance of his/her duty on behalf of the Authority.

B. The Authority shall obtain insurance or provide other coverage (which may include self-insurance) indemnifying the directors, officers, and employees for personal liabilities arising out of wrongful acts in the discharge of their duties to the Authority.

ARTICLE XVIII.
NOTICES

A. Any notice to be given to any Member, in connection with these Bylaws, must be in writing (which may include facsimile or email) and will be deemed to have been given when deposited in the mail to the address specified by the Member to receive such notice. Any notice delivered by facsimile will be deemed to have been given when the facsimile transmission is complete. Any notice delivered by email will be deemed to have been given when the message is successfully sent. Any Member may, at any time, change the address to which such notice will be given by giving five (5) days written notice to the Authority.

B. Any notice to or claim against the Authority shall be mailed or delivered to the mailing address of the Authority.

ARTICLE XIX.
EFFECTIVE DATE, AMENDMENTS, AND SUPREMACY

A. These Bylaws shall be effective immediately upon the date of adoption.

B. Any amendments to these Bylaws shall be effective upon adoption, unless the Board in adopting them specifies otherwise, and shall supersede and cancel any prior Bylaws and/or amendments thereto.

C. These Bylaws shall not be amended until at least 30 days after notice of the proposed amendment has been given to each Member.

D. The adoption or amendment of these Bylaws shall not affect the Agreement or any amendments thereto. Any provision in these Bylaws which is inconsistent with the Agreement shall be superseded by the Agreement but only to the extent of the inconsistency.

ARTICLE XX.
POWER OF DESIGNATED PARTY

A. Pursuant to Government Code section 6509, the Authority is subject to the restrictions upon the manner of exercising the power of the City of Rancho Cucamonga. In the event that the City of Rancho Cucamonga ceases to be a member of the Authority, the Authority's power shall be subject to the restrictions applicable to the City of Sebastopol.

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, Director of Public Works
Chris Lum Construction Manager - CNC Engineering
Dev Birla, Contract Electric Utility Director

DATE: June 26, 2025

SUBJECT: Consideration of Notice of Completion for Contract No. CITY-1489, Fire Damage Repair of EV and Solar Energy System at Metrolink Station with Golden Sun Firm

---

Background:

On February 8, 2024, the City Council awarded Contract No. CITY-1489 for the Fire Damage Repair of EV and Solar Energy System at Metrolink Station project, to Golden Sun Firm, in the amount of $768,750.00. This project consists of the replacement of the damaged canopy purlins, solar panels, wiring to all solar panels, combiner wiring and cabinets, electrical panels and wiring, EV charging systems equipment, and communications cabling throughout the project limits. Civil-related repairs will be done also, including the installation of signage and pavement striping and markings.

Discussion:

As of April 30, 2025, the City Manager approved Change Order No. 1 in the amount totaling $12,345.59:

- **Change Order No. 1** – Costs in the amount of $12,345.59 were approved to reimburse the contractor for an unforeseen increase in costs for the disposal of the solar panels.

As of May 27, 2025, Staff determined the replacement of the damaged canopy purlins, solar panels, wiring to all solar panels, combiner wiring and cabinets, electrical panels and wiring, EV charging systems equipment, and communications cabling, and civil-related repairs have been completed.

Table 1 - Summary of Extra Costs

Contract Amount	$768,780.00
Change Order No. 1	$12,345.59
Revised Project Cost	**$781,095.59**

Fiscal Impact:

The revised contract amount including Change Order No. 1 totals $781,095.59. In the adopted Fiscal Year 2024/2025 Capital Improvement Project budget, $1,000,000.00 is approved for this project (Account No. 120-726-5205/MP 06-18 #11). The cost to reconstruct and repair the damaged property will be offset by the insurance reimbursement the City received in the amount of $480,679.95.

Recommendation:

1. Accept the work performed by Golden Sun Firm, in the amount of $781,095.59; and
2. Authorize the Public Works Director to execute the Notice of Completion attached here as Exhibit A; and
3. Authorize the City Clerk to file a Notice of Completion for this project.

Exhibits:

1. A. Notice of Completion, dated June 26, 2025

EXHIBIT A

Notice of Completion, dated June 26, 2025

[Attached]

CITY OF INDUSTRY

- ❑ **Civic-Recreational-Industrial Authority**
- ❑ **Industry Public Utilities Commission**
- ❑ **Successor Agency to the Industry Urban-Development Agency**

15625 Mayor Dave Way, City of Industry, CA 91744

Notification of Construction Completion

Project: Fire Damage Repair of EV and Solar Energy System at Metrolink Station **Date: June 26, 2025**

Contract **Contract No.: CITY-1489**

Contractor: Golden Sun Firm

As a result of an inspection conducted on **05/27/2025** the contractor's construction work has been completed in accordance with the contract documents, with the exception of the items noted below:

Acceptance of completed construction work shall not relieve the contractor from other requirements of the contract documents.

	Printed Name	Signature	Title	Date
Accepted by Contractor				
Recommended by Project Engineer	Arlene Lopez		Project Engineer	
Recommended by Project Inspector	Walter Johnson		Project Inspector	
Recommended by Project Manager	Chris Lum		Construction Manager	
Recommend by Public Agency	Mathew Hudson		Director of Public Works	
Approved by Public Agency	Joshua Nelson		City Manager	

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, Director of Public Works
Dev Birla, Contract Electric Utility Director

DATE: June 26, 2025

SUBJECT: Consideration of Professional Services Agreement with The Dry Utility Group, Inc., for on-call electrical engineering services, in an amount not-to-exceed $400,000.00, through June 30, 2028

Background:

There are several street improvement CIP projects currently under design which are in strategic areas where there is potential to provide future electric services to customers from Industry Public Utilities ("IPU"). This could expand IPU's distribution system infrastructure, revenue base and provide future customers with a choice. It is cost effective to design and install electrical substructure work such as conduits, switch pads, transformer pads, pull boxes and vaults when the street is under construction for these CIP projects.

The general scope of work involves providing utility design and engineering services for the electrical substructure work, including electrical power conduits, switch pads, transformer pads, vaults, pull boxes, communication conduits and other related work for the following projects:

- Railroad Street Pavement Rehabilitation from Azusa Avenue to Fullerton Road
- Gale Avenue Realignment at Azusa Avenue
- San Jose Avenue Reconstruction 500' west of Nogales Avenue to 400' west of Charlie Road
- Underground SCE's overhead transmission and distribution lines at Del Valle and Hill Street to underground SCE's overhead transmission and distribution lines
- Response to Underground Service Alert ("USA") calls and for providing streetlight records for markings in the field

Discussion:

The on-call electrical engineering services include providing responses to USA calls to provide streetlight records for marking existing facilities in the field, designing new power and communication conduits, vaults, switch pads, transformer pads and pull boxes to be included in plans and specifications for bidding and construction of the above noted City projects. The Dry Utility Group, Inc ("T-DUG") has staff familiar with the City and IPU Standards. Staff recommends approving the Professional Services Agreement with T-DUG in an amount of $400,000.00 and through June 30, 2028, to provide the City these essential on-call utility and electrical engineering services.

Fiscal Impact:

The fiscal impact is $400,000.00. In the adopted 2025-2026 General Fund budget, $400,000.00 is approved for this work (Account No. 100-624-5120.01). As part of the on-call services, the appropriate Capital Improvement Project FY 25-26 budget will be applied to specific projects.

Recommendation:

It is recommended that the City Council approve the Professional Services Agreement with The Dry Utility Group, Inc.

Exhibits:

1. Professional Services Agreement with T-DUG, Inc., dated June 26, 2025

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of June 26, 2025 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and The Dry Utility Group, Inc., a California corporation, ("Consultant"). 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 June 30, 2028, 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 utility 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 Four Hundred Thousand Dollars ($400,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

5. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

6. OWNERSHIP OF DOCUMENTS

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

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

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

7. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity 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.

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.

(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 9 (c) shall survive the termination of this Agreement, and are in addition to any other rights or remedies the City may have under the law.

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 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:	The Dry Utility Group 137 E.11th Avenue Escondido, CA 92025 Attention: Abrhil Arvizu

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: _____
Joshua Nelson, City Manager

"CONSULTANT"
The Dry Utilities Group, Inc.

By: _____
Abrhil Arvizu, President

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

Approved as to form:

By: _____
James M. Casso, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

Consultant shall perform on-call electrical engineering and utility design services, City-wide, providing utility design and engineering services for electrical substructure work, such as electrical power conduits, switch pads, transformer pads, vaults, pull boxes, communication conduits, and other related work for the City's Capital Improvement Projects. Services also include providing prompt responses to Underground Service Alert calls and for providing streetlight records for markings in the field.

EXHIBIT B

RATE SCHEDULE

Title	2025
Senior Project Manager/Field Engineer	$200.00
Senior Designer	$190.00
Project Manager 1	$160.00
Inspector	$145.00
Project Coordinator	$130.00
Auto CAD Drafter	$130.00

Reimbursement of actual expenses for all photocopy and postage, upon submittal of evidence of said costs along with the monthly invoice, as set forth in the Agreement. Reimbursement of mileage per IRS Rules.

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. 6.11

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Mathew Hudson, Director of Public Works
Sean Calvillo, Director of Operations

DATE: June 26, 2025

SUBJECT: Consideration of Amendment No. 5 to the Professional Services Agreement with Enterprise Maps, LLC, for technical support services for the City's GIS infrastructure, extending the term through June 30, 2029, revising the scope of services, revising the rate schedule, and increasing compensation by $520,000.00 (MP 16-06)

Background:

On June 25, 2020, the City Council approved a Professional Services Agreement ("Agreement") with Enterprise Maps to provide technical support services for the deployment of Amazon Web Services ("AWS") infrastructure for Environmental Systems Research Institute ("ESRI") ArcGIS Enterprise. The scope of services includes meetings and discussions to identify the exact specifications for the best possible Geographic Information System ("GIS") infrastructure to meet the City's needs, identifying the annual cost for AWS, providing AWS CloudFormation Template to automate the provisioning of the services that will be included in the City's GIS infrastructure, and deploying and configuring all AWS services required for a highly available ArcGIS Enterprise infrastructure before the Enterprise Jumpstart.

On January 14, 2021, the City Council approved Amendment No. 1, extending the term of the Agreement to June 25, 2021, due to the additional time needed to identify specifications and costs. On March 25, 2021, the City Council approved Amendment No. 2, extending the term of the Agreement to June 30, 2023, along with a companion increase in compensation of $161,500.00, revising the rate schedule, scope of services, and the indemnity provisions. On April 28, 2022, the City Council approved Amendment No. 3, extending the term through June 30, 2025, revising the scope of services, revising the rate schedule, increasing compensation by $300,000.00, and revising the address for the City. On September 28, 2023, the City Council approved Amendment No. 4, revising the scope of services, revising the rate schedule, and increasing compensation by $435,280.00.

Discussion:

The Agreement is set to expire June 30, 2025, and Staff recommends extending the contract through June 30, 2029, for the continued ongoing necessary technical services for maintaining the City's GIS infrastructure. Since 2020, Enterprise Maps has been instrumental in creating, implementing, and maintaining the City's GIS environment with ESRI's ArcGIS Enterprise, as well as the AWS cloud environment where the GIS files and infrastructure are hosted. The ongoing managed services include providing the infrastructure management, deployments, security and patch updates, automation creation, troubleshooting issues that arise, and documentation of all changes and/or updates.

Additionally, as the GIS environment evolves and major software updates become available, Enterprise Maps can provide optional services at the direction of City Staff. These optional services include creating user portals and template applications and map generators, developing ArcGIS experience builder applications, and workflow creations utilizing artificial intelligence.

Staff recommends approving Amendment No. 5, revising the scope of services, revising the rate schedule to reflect Enterprise Maps' current rates, along with a companion increase in compensation of $520,000.00 for the four year extension, through June 30, 2029.

Fiscal Impact:

Table 1 - Summary of Costs

Contract Amount	$25,000.00
Amendment No. 2	$161,500.00
Amendment No. 3	$300,000.00
Amendment No. 4	$435,280.00
Amendment No. 5	$520,000.00
Revised Project Cost	**$1,441,780.00**

The fiscal impact for Amendment No. 5 is $520,000.00 over four years. In the adopted FY 2025-2026 General Fund budget, $500,000.00 is approved for this work. (Account No. 100-525-5120.01) (MP 16-06).

Recommendation:

Staff recommends the City Council approve Amendment No. 5 to the Professional Services Agreement with Enterprise Maps.

Exhibits:

1. Amendment No. 5 to the Professional Services Agreement with Enterprise Maps, LLC. dated June 26, 2025

AMENDMENT NO. 5
TO PROFESSIONAL SERVICES AGREEMENT WITH ENTERPRISE MAPS LLC

This Amendment No. 5 to the Professional Services Agreement ("Agreement"), is made and entered into this 26th day of June, 2025 ("Effective Date"), by and between the City of Industry, a municipal corporation ("City") and Enterprise Maps LLC, a California limited liability company ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, on or about June 25, 2020, the Agreement was entered into and executed between the City and Consultant to provide technical support services for the City's geographic information systems ("GIS") software; and

WHEREAS, on or about January 14, 2021, Amendment No. 1 was approved to extend the term through June 25, 2021, to allow Consultant to continue providing support services for the implementation of GIS software; and

WHEREAS, on or about March 25, 2021, Amendment No. 2 was approved, extending the term through June 30, 2023, revising the rate schedule to reflect Consultant's current rates, revising the scope of services, increasing compensation by $161,500.00 for the extension, and revising the indemnity provisions; and

WHEREAS, on or about April 28, 2022, Amendment No. 3 was approved extending the term through June 30, 2025, and expanding the scope of services to include on-premise GIS testing, cloud system implementation, and staff training. Additionally, the rate schedule was updated to reflect Consultant's then current rates, compensation was increased by $300,000.00 for the additional work and term extension, and the City's address was updated; and

WHEREAS, on or about September 28, 2023, Amendment No. 4 was approved, revising the scope of services, revising the rate schedule, and increasing compensation by $435,280.00; and

WHEREAS, the Agreement expires on June 30, 2025, and the Parties desire to amend the Agreement to extend the term through June 30, 2029, to allow Consultant to continue provide the ongoing necessary services to maintain the City's GIS infrastructure. The scope of services is updated with regular ongoing managed services that include infrastructure management, deployments, security and patch updates, automations, troubleshooting, and documentation. It is also necessary to revise the rate schedule to reflect Consultant's current rates, and as a result of the extension and new rates, increase in compensation by $520,000.00; and

WHEREAS, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 5, 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

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 June 30, 2029, 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 One Million Four Hundred Forty One Thousand Seven Hundred Eighty Dollars ($1,441,780.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

Exhibit A, Scope of Services

The Scope of Services is hereby revised to include the services set forth in Attachment 1, attached hereto, and incorporated herein by reference.

Exhibit B, Rate Schedule

The Rate Schedule is hereby rescinded in its entirety and replaced with the rates set forth in Attachment 2, 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. 5 to the Agreement as of the Effective Date.

"CITY"
City of Industry

By: _____
Joshua Nelson, City Manager

"CONSULTANT"
Enterprise Maps, LLC

By: _____
Geoffrey West, CEO, Co-Founder

Attest:

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

APPROVED AS TO FORM

By:_____
James M. Casso, City Attorney

ATTACHMENT 1
EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide the following additional services:

Ongoing Managed Services Activities

1. ArcGIS Enterprise & GIS Application Management

- Ongoing review of current state business and technical architecture
- Validate workflows and provide best practices for City's Geographic Information Systems ("GIS") applications and integrations
- Review and document upgrades to existing infrastructure
- Review Environmental Systems Research Institute ("Esri") ArcGIS Enterprise licensing
- Integration of ArcGIS Enterprise with ArcGIS Online
- Planning and implementation of ArcGIS Utility Network infrastructure, services, and integrations, as requested by City Staff
- Provide ArcGIS Enterprise and Cloud System Administrator support:
    - Secure Sockets Layer ("SSL") certificate updates
    - Publishing services and tool creation
    - Operating System ("OS") updates and infrastructure scaling
    - Outage response support

2. Infrastructure Management

a. Deployment and Maintenance

- Execute implementation plans in sandbox, non-production, and production environments
- Deploy infrastructure for Esri ArcGIS Enterprise in Amazon Web Services ("AWS")
- Develop and deploy Infrastructure as Code ("IaC") for updated AWS infrastructure
- Design, implement, and manage Esri and AWS applications and infrastructure supporting ArcGIS Enterprise
- AWS account maintenance, scale, and optimization
- Parameterize environments for deployment flexibility

b. Compute Infrastructure

- Manage and maintain AWS virtual machines for ArcGIS Enterprise
- Manage and update Virtual Desktop Infrastructure ("VDI") for ArcGIS Pro

c. Storage & Database

- Plan for reserved instances and database upgrades
- Geodatabase upgrades, indexing, schema modification, and maintenance script refresh
- Feature service replication tools/scripts for data continuity between environments
- Plan S3 storage and tiering strategies for imagery and other City assets

d. Network Infrastructure

- Maintain and update AWS network infrastructure for scalability and cost optimization

3. Automation and DevOps

- Build and maintain deployment pipelines for IaC
- Update continuous integration/continuous delivery ("CI/CD") infrastructure and repositories
- Ongoing management and production rollouts for self-hosted GIS integration tools in AWS
- Custom development of Esri tools and scripts for managed services and end-user workflows
- Execute test plans for managed environments and tooling

4. Security, Access and Cost Optimization

- Plan updates for organization units and AWS accounts to enhance security, cost optimization, and accessibility:
    - Identity and Access Management ("IAM") Roles and configuration
    - Management of AWS Directory Service for cloud-based domain services and integration to Esri applications
    - IAM Center / single sign on ("SSO") integration with Active Directory ("AD") to Esri ArcGIS Enterprise applications

5. Disaster Recovery & Business Continuity

- Disaster recovery ("DR") planning and quarterly testing
- End-to-end DR strategy and validation
- Geodatabase and feature replication to support continuity
- Support for failover testing and resilience analysis

6. Support and Operations

- On-call administrative support for hosted cloud environments
- Regular meetings to review upgrades, risks, challenges, and opportunities
- Open and manage support tickets with Esri and AWS
- Coordinate with Esri and AWS account teams on workloads and strategic alignment

7. Documentation and Knowledge Transfer

- Documentation and architecture diagrams for GIS and cloud infrastructure
- Runbooks for managed services
- Implementation plans for proposed solutions
- Root cause analysis ("RCA") documentation
- Integration and upgrade documentation (ArcGIS Enterprise 11.x to 12.x)
- Ongoing recommendations for GIS and cloud modernization

8. Training and Enablement

- Execute planned and ad-hoc training for users on ArcGIS Enterprise and AWS tools

Optional Services, As Requested by City

To support the City's long-term geospatial strategy and maximize return on investment in ArcGIS Enterprise and AWS infrastructure, the following services are optional, as directed by the City:

1. **User Portal for Common GIS Tasks**: Provide a simple internal web application that allows users to request access or submit service requests.

2. **Templated App and Map Generator**: Pre-configured templates for common use cases (e.g., zoning lookup, field inspections) in Experience Builder, Dashboards, and Field Maps.

3. **Development of ArcGIS Experience Builder applications**: Design and development of GIS application and workflows using Esri ArcGIS Experience Builder

4. **Long-Term Strategic Initiatives**

    - **Artificial Intelligence and Machine Learning ("AI/ML") for Operational Efficiency**: Implement prototype workflows using ArcGIS and Bluesaki AI to for field and optical character recognition ("OCR") extraction

3. Personnel Role Descriptions

Role	Description
Project Manager	The Project Manager is a highly skilled program manager and GIS specialist with extensive experience in leading digital transformation initiatives, data governance strategies, and GIS integrations. The Project Manager will be the day-to-day point of contact and is responsible for coordination of meetings and ensuring that project is on-track for time and budget
Cloud GIS Architect	The Cloud GIS Architect is responsible for designing and implementing geospatial solutions on the Amazon Web Services (AWS) platform, integrating Geographic Information System (GIS) technologies to meet business needs and optimize cloud infrastructure.
Senior DevOps Engineer	The Senior DevOps Engineer is responsible for implementing and maintaining continuous integration and deployment pipelines, automating infrastructure, ensuring system monitoring and security, and collaborating with cross-functional teams to optimize software development and delivery processes.
Senior Software Engineer	Designs, develops, and maintains GIS-integrated software solutions in support of managed services. Leads implementation of custom applications, automation scripts, and system integrations using Python, JavaScript, and REST APIs. Ensures code quality, scalability, and alignment with Esri and cloud best practices. Experienced in ArcGIS API for JavaScript, Experience Builder, and enterprise GIS architectures.

Managed Services GIS Platform Engineer	The GIS platform engineer is responsible for supporting services activities such as ad-hoc requests, assisting users troubleshooting the environment, and general day-to-day operational support of ArcGIS Enterprise in AWS. This individual is also responsible for supporting and responding tickets or cases opened by the City to support the ArcGIS Enterprise in AWS environments
GIS DBA	The GIS Database Administrator (DBA) is a specialized professional who is responsible for the design, implementation, configuration, and maintenance of geographic information system (GIS) databases, ensuring data integrity, performance, and security, as well as providing support to GIS analysts and other stakeholders in data management and utilization for spatial analysis and decision-making processes.
GIS Analyst	The GIS Analyst is responsible for collecting, analyzing, and interpreting geospatial data to create insightful maps, reports, and visualizations, aiding decision-making processes and supporting various projects and initiatives.

ATTACHMENT 2
EXHIBIT B

RATE SCHEDULE

Classification	**Hourly Rate Year 1** (7/2025-6/2026)	**Hourly Rate Year 2** (7/2026-6/2027)	**Hourly Rate Year 3** (7/2027-6/2028)	**Hourly Rate Year 4** (7/2028-6/2029)
Senior GIS Cloud Architect	$220.00	$226.60	$233.40	$240.40
Senior Project Manager	$175.00	$180.25	$185.66	$191.23
Senior DevOps Engineer/Senior Software Developer	$190.00	$195.70	$201.57	$207.61
Senior GIS DBA	$190.00	$195.70	$201.57	$207.61
GIS Analyst	$110.00	$113.30	$116.70	$120.20

EXHIBIT A TO AMENDMENT NO. 5
PROFESSIONAL SERVICES AGREEMENT WITH ENTERPRISES MAPS, LLC.
DATED JUNE 25, 2020

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of June 25, 2020 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Enterprise Maps LLC, a California limited liability company ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than January 28, 2021 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 technical support services for geographic information systems software, 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 Twenty-Five Thousand Dollars ($25,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

5. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

6. OWNERSHIP OF DOCUMENTS

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

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

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

7. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

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

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

8. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached hereto and incorporated herein by reference. In the event that Consultant hires any employees, Consultant shall notify the City immediately, and shall be required to maintain workers compensation insurance under terms set forth by the City.

9. INDEPENDENT CONSULTANT

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

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

10. LEGAL RESPONSIBILITIES

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

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

14. NOTICES

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

To City:

City of Industry
15625 E. Stafford, Suite 100
City of Industry, CA 91744
Attention: City Manager

With a Copy To:	Casso & Sparks, LLP 13300 Crossroads Parkway North, Suite 410 City of Industry, CA 91746 Attention: James M. Casso, City Attorney
To Consultant:	Enterprise Maps, LLC. 918 S Oxford. Ave, Suite 503 Los Angeles, CA 90006 Attention: Geoffrey West, CEO, Co-Founder

15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

17. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous

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

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

"CITY"
City of Industry

By: _____
Troy Helling, City Manager

"CONSULTANT"
Enterprise Maps , LLC.

By: _____
Geoffrey West, CEO, Co-Founder

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

Approved as to form:

By: _____
James M. Casso, City Attorney

Attachments:

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

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide the following services:

Services will be delivered in four phases. Requirements/Setup, System Design, Testing and Production Rollout.

Phases 1 & 2 – Requirements/Setup and System Design (2 months)

Host a one-day workshop and discovery session for City Staff to identify exact specifications for the best possible infrastructure meeting City's needs.

Create and implement the steps necessary to obtain the best possible Amazon Web Services ("AWS") infrastructure for the City ("Solution"). Solution will follow Environmental Systems Research Institute ("ESRI") recommended system requirements for servers and databases when building out cloud infrastructure. Solution will be aligned to AWS Well-Architected Framework to ensure security, scalability, and keep costs low in the cloud for the City. Solution will save money over several years and reduce the overhead of having to maintain a physical infrastructure.

Identify the annual cost for AWS before the City begins its Enterprise Jumpstart program.

Provide AWS CloudFormation Template to automate the provisioning of the services that will be included in the City's GIS infrastructure in AWS.

Deploy and configure the following AWS services required for a highly available ArcGIS Enterprise infrastructure before the implementation of the Enterprise Jumpstart:

- Virtual Private Cloud (VPC), a virtual network hosted by AWS isolated from other virtual networks. AWS services for the City's GIS infrastructure will be launched within the VPC.

- Subnets, used as a security measure and to relieve network congestion by creating a partition of an IP network into smaller network segments. Subnets allow for different access rules to be applied, such as private and public IPs.

- Route 53 Domain Name System, an AWS service used to connect user requests to the City's GIS infrastructure running in AWS, such as the Elastic Load Balancer (ELB).

- ELBs, an AWS service that routes end user requests to registered targets such as Elastic Compute Clouds (EC2). In the event of an overwhelming amount of user requests, the ELB prevents overload of an EC2 in one Availability Zone (AZ) by routing request to an identical EC2 in a second AZ.

- Aurora PostgeSQL, a relational database service (RDS) hosted in the AWS infrastructure that will store the City's spatial GIS data.

- S3s, an AWS service that provides object storage with automatic scalability. Items such as images and documents will be stored in the S3.

- EC2s, an AWS service that provides secure resizable compute capacity. ArcGIS Enterprise software components such as ArcGIS Data Store, ArcGIS Server, ArcGIS Portal, and ArcGIS Image Server will be installed on these EC2 instances.

- WorkSpaces, virtual machines hosted by AWS that include Windows Operating System, NVIDIA GPU, 8vCPUs, 15GiB of RAM, 4GB of video memory, and 100GBs of storage for user volume. These virtual machines will be used by Staff to access ArcGIS Desktop software (ArcMap, ArcCatalog, ArcPro) which is used to manage GIS databases, create maps, and perform spatial analysis.

- Amazon CloudWatch, monitoring and observability AWS service that provides Staff with insights to monitor the performance of the services within the AWS infrastructure.

- Amazon Simple Notification Services (SNS), an AWS notification service that provides the infrastructure for mass delivery of messages predominantly to mobile users.

- AWS Backup, an AWS service that automates the backup of data across the City's GIS infrastructure in AWS. AWS Backup allows Staff to create backup policies and schedules.

- Security Groups, act as a firewall for each AWS service within the City's GIS infrastructure. Security group settings will be configured to control inbound and outbound traffic.

- CodeCommit, an AWS service that hosts code repositories. CodeCommit allows for City Staff to collaborate on code used for web application development, automating administrative tasks within the City GIS, and automating data science workflows to update or edit data in the RDS.

- Provide a comprehensive documentation which outlines how the infrastructure is built.

Phase 3 - Testing (1 month)

Test CloudFormation Template to ensure the automated process of provisioning all services within the AWS infrastructure.

Test access to all architecture components listed in the Requirements and System Design phase.

Load test the AWS infrastructure to ensure alerts are sent to Staff from CloudWatch if the infrastructure is overwhelmed.

Remotely provide support during the Enterprise Jumpstart program if any issues related to AWS infrastructure arise.

Test high availability performance after ArcGIS Enterprise software is installed by the consultant providing the Enterprise Jumpstart.

Test DNS, subnets, and security groups are properly configured after ArcGIS Enterprise software is installed by the consultant providing the Enterprise Jumpstart.

Phase 4 - Production Rollout (1 month)

Ensure AWS infrastructure is ready for ArcGIS Enterprise installation.

Remotely consult with the consultant providing the Enterprise Jumpstart and the City for 30 days after the ESRI ArcGIS Enterprise Software is live, providing training and corrective maintenance for the configured architecture.

The following services are excluded from this Agreement:

Maintenance, support and integration of non-AWS infrastructure for Enterprise GIS (apart from those specifically mentioned in the scope) and other legacy systems.

Backup, migration, archiving and other housekeeping activities not related to the AWS infrastructure.

EXHIBIT B

RATE SCHEDULE

ITEM	CHARGES
PHASE 1: REQUIREMENTS/SETUP	$7,500
PHASE 2: SYSTEM DESIGN • CLOUDFORMATION TEMPLATE WRITTEN FOR INFRASTRUCTURE o EC2, RESERVED INSTANCES (RIs) MUST BE PURCHASED PRIOR TO DEVELOPMENT, CF WILL LAUNCH INSTANCES AS RIs o ELBs o VPCs o SUBNETS o SECURITY GROUPS o RDS o ROUTE 53 o S3 BUCKETS o CloudWatch o AWS Backup o SNS	$6,250
PHASE 3: TESTING • TEST CLOUDFORMATION TEMPLATE • TEST ARCHITECURE ACCESS • LOAD TESTING • PROVIDE SUPPORT DURING ARCGIS ENTERPRISE INSTALLATION • PERFORMANCE TESTING • TEST DNS, SUBNETS AND SECURITY GROUPS	$6,250
PHASE 4: PRODUCTION ROLLOUT • INFRASTRUCTURE READY FOR ESRI INSTALLATION • 30 DAYS OF SUPPORT, TRAINING AND CORRECTIVE MAINTENANCE.	$5,000
TOTAL	**$25,000**

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.

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. 6.12

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Mathew Hudson, Director of Public Works
Sean Calvillo, Director of Operations

DATE: June 26, 2025

SUBJECT: Consideration of Amendment No. 4 to the Professional Services Agreement with Advanced Avant-Garde Corporation, dba Avant-Garde, Inc., for contract and funding administration services, extending the term through June 30, 2029, and updating the Rate Schedule

---

Background:

On February 23, 2017, the City Council approved a Professional Services Agreement ("Agreement") with Advanced Avant-Garde Corporation, dba Avant-Garde, Inc. ("Avant-Garde") in an amount of $145,000.00 to provide contract funding and administration services for City-wide bridge related activities. Avant-Garde serves as the City's liaison on contract funding and administration for bridge-related activities that may include federal and state participation.

On January 25, 2018, the City Council approved Amendment No. 1 expanding the scope of services to include project management support on the City's Capital Improvement Projects ("CIP") related to grant funding, extending the term, and increasing compensation by $290,000.00. On July 22, 2021, the City Council approved Amendment No. 2 extending the term through June 30, 2023, revising the scope of services to include support for labor compliance required by certain grants, revising the indemnity provisions, and revising the address for the City and City Attorney. On June 22, 2023 the City Council approved Amendment No. 3 extending the term through June 30, 2025.

Discussion:

Avant-Garde continues to provide services to the City related to identifying grant funding sources and preparing, submitting, and managing federal and state grants for various City CIP projects and other prospective grant opportunities. The Agreement expires on June 30, 2025, and Staff recommends extending the term through June 30, 2029 and revising the rate schedule

to reflect Avant Garde's current rates. There is sufficient budget remaining on the contract and no increase in compensation is necessary at this time.

Fiscal Impact:

There is no additional fiscal impact associated with Amendment No. 4.

Recommendation:

It is recommended that the City Council approve Amendment No. 4 to the Professional Services Agreement with Avant-Garde.

Exhibits:

1. Amendment No. 4 to the Professional Services Agreement Advanced Avant-Garde Corporation, dba Avant-Garde, Inc., dated June 26, 2025

AMENDMENT NO. 4
TO PROFESSIONAL SERVICES AGREEMENT WITH
ADVANCED AVANT-GARDE CORPORATION

This Amendment No. 4 to the Professional Services Agreement ("Agreement"), is made and entered into this 26th day of June, 2025 ("Effective Date"), by and between the City of Industry, a municipal corporation ("City") and Advanced Avant-Garde Corporation, dba Avant-Garde, Inc., a California corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, on or about February 23, 2017, the City approved the Agreement with Consultant to serve as the City's liaison on contract funding and administration for Citywide bridge related activities; and

WHEREAS, on or about January 25, 2018, the City approved Amendment No. 1 to the Agreement, extending the term through December 8, 2019, adding additional scope of services that included Capital Improvement Project management support services, researching funding sources, preparing and submitting grants and preparing Caltrans submittals, and increasing compensation by $290,000.00 for the additional work; and

WHEREAS, on or about July 22, 2021, the City approved Amendment No. 2 to the Agreement, extending the term through June 30, 2023, revising the scope of services to include labor compliance management required by certain grants, revising the indemnity provisions, and revising the address for the City and City Attorney; and

WHEREAS, on or about June 22, 2023, the City approved Amendment No. 3 to the Agreement, extending the term through June 30, 2025; and

WHEREAS, the Agreement expires on June 30, 2025, and there are ongoing services the Consultant provides, therefore the Parties desire to amend the Agreement to extend the term through June 30, 2029 and update the Rate Schedule to reflect Consultants current rates; and

WHEREAS, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 4, 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 Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2029, unless sooner terminated pursuant to the provisions of this Agreement.

EXHIBIT B, RATE SCHEDULE

The Rate Schedule is hereby rescinded in its entirety and replaced with rates set forth in Attachment 1, 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. 4 to the Agreement as of the Effective Date.

"CITY"
City of Industry

By: _____
Cory C. Moss, Mayor

"CONSULTANT"
Advanced Avant-Garde Corporation dba Avant-Garde , Inc.

By: _____
Lissette Montoya, Vice President

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM

By:_____
James M. Casso, City Attorney

ATTACHMENT 1
EXHIBIT B
RATE SCHEDULE

Rates Through June 30, 2027:

- Program Director.....$150
- Program Manager..... $135
- Senior Program Coordinator..... $125
- Program Coordinator..... $110
- Program Assistant..... $100

Rates from July 1, 2027 to June 30, 2029

- Program Director..... $158
- Program Manager..... $142
- Senior Program Coordinator..... $131
- Program Coordinator..... $115
- Program Assistant..... $105

EXHIBIT A TO AMENDMENT NO. 3:

PROFESSIONAL SERVICES AGREEMENT WITH AVANT-GARDE CORPORATION DBA AVANT-GARDE, INC. DATED FEBRUARY 23, 2017

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of February 23, 2017 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Advanced Avant-Garde Corporation dba Avant-Garde, 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 February 23, 2018, 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 contract and funding administration services, serving a municipal agency.

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

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

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

3. MANAGEMENT

City's City Manager, 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.

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed One Hundred Forty Five Thousand Dollars ($145,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

5. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

6. OWNERSHIP OF DOCUMENTS

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

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

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

7. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

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

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

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

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

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

10. LEGAL RESPONSIBILITIES

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

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during

his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

14. NOTICES

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

To City:
City of Industry
15625 E. Stafford, Suite 100
City of Industry, CA 91744
Attention: City Manager

With a Copy to:
Casso & Sparks, LLP
13200 Crossroads Parkway North, Suite 345
City of Industry, CA 91746
Attention: James M. Casso, City Attorney

To Consultant: Advanced Avant-Garde Corporation
dba Avant-Garde, Inc.
3670 W. Temple Avenue #278
Pomona; CA 91768
Attention: Lissette Calleros

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 J. Philips, City Manager

"CONSULTANT"
ADVANCED AVANT-GARDE CORPORATION dba AVANT-GARDE, INC.

By: _____
Lissette Calleros, Vice President

Attest:

By: _____
Diane M. Schlichting, Chief Deputy City Clerk

Approved as to form:

By: _____
James M. Casso, City Attorney

Attachments:

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

EXHIBIT A

SCOPE OF SERVICES

- Serve as the City liaison on contract funding and administration for citywide bridges related activities.
- Assist in the preparation of agreements and miscellaneous project related documents as requested by the City.
- Coordination with the engineering team as requested by the City.
- Prepare agenda reports for City Council meetings as requested by the City.
- Prepare miscellaneous reports and assist City staff as requested by the City.
- Coordination with the project engineer to collect the description of the work and cost estimate including a breakdown of all phases of the project, whether they are federal participating and the type/amount of match funds, project schedule, list of utilities affected by the project, if any.
- Preparation of the following Caltrans submittals:
    1. Request for Authorization to Proceed with Preliminary Engineering.
    2. Assist with RFQ process and prepare award submittal to Caltrans.
    3. Package Environmental Submittal Prepared by the Engineering consultant.
    4. Prepare Right of Way Submittal to Caltrans.
    5. Process reimbursement requests during the both authorized phases; engineering and construction.
    6. Assist in the administration of the bid phase.
    7. Prepare award package to Caltrans.
    8. Prepare project close out documents.
- Due to the nature of funding on this project; Davis bacon compliance will be required during construction. Consultant shall perform the following;
    1. Pre-bid meeting attendance and review of labor requirements with prospective bidders.
    2. Pre-construction meeting attendance & coordination.
    3. Field interviews.
    4. Review of certified payroll records and associated paperwork, conflict resolution and coordination.

EXHIBIT B

RATE SCHEDULE

Program Director	$130/hour
Program Manager	$110/hour
Program Coordinator	$ 90/hour
Program Assistant	$ 70/hour

*Fees will be billed to the half hour increments and on a time and material basis.

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. 6.13

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Yamini Pathak, Finance Director

DATE: June 26, 2025

SUBJECT: Consideration of a Professional Services Agreement with NHA Advisors, LLC, for financial advisory services to the City, in an amount not-to-exceed $50,000.00, through June 30, 2030

Background:

In 2015, the City Council approved an agreement with NHA Advisors, LLC ("NHA") to provide financial advisory services to the City and its related entities. NHA assists the City in preparing documents to establish the applicable tax rate to generate sufficient property tax override revenue to pay the City's outstanding general obligation bonds, along with developing reports to administer the outstanding bonded debt while identifying opportunities for outstanding debt. NHA also acts as a liaison for the City in communicating with Moody's to ensure the City's bond rating is up to governmental standards, provides general financial assistance in both development and utility finance, provides assistance in the City's annual budget preparation and in reviewing development plans for financeable components.

Discussion:

The City's current agreement with NHA expires on June 30, 2025. Staff is proposing a new Professional Services Agreement ("Agreement") with NHA for financial advisory services, for a not-to-exceed amount of $50,000.00, through June 30, 2030.

Fiscal Impact:

The cost for financial advisory services is included in the annual budget under General Fund – Finance– Professional Services (Account No. 100-506-5120.01). No appropriation is needed at this time.

Recommendation:

Staff recommends that the City Council approve the Professional Services Agreement with NHA Advisors, LLC, dated June 26, 2025.

Exhibits:

1. Professional Services Agreement with NHA Advisors, LLC, dated June 26, 2025

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of June 26, 2025 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and NHA Advisors, LLC, a California limited liability company ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2030, 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 financial advisory 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 Fifty Thousand Dollars ($50,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

5. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

6. OWNERSHIP OF DOCUMENTS

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

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

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

7. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

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

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

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

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

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

(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 9 shall survive the termination of this Agreement and are in addition to any other rights or remedies the City may have under the law.

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 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:	NHA Advisors, LLC 4040 Civic Center Drive, Suite 200 San Rafael, CA 94903 Attention: Eric J. Scriven, Principal

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: _____
Joshua Nelson, City Manager

"CONSULTANT"
NHA Advisors, LLC

By: _____
Eric J. Scriven, 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 D Disclosures

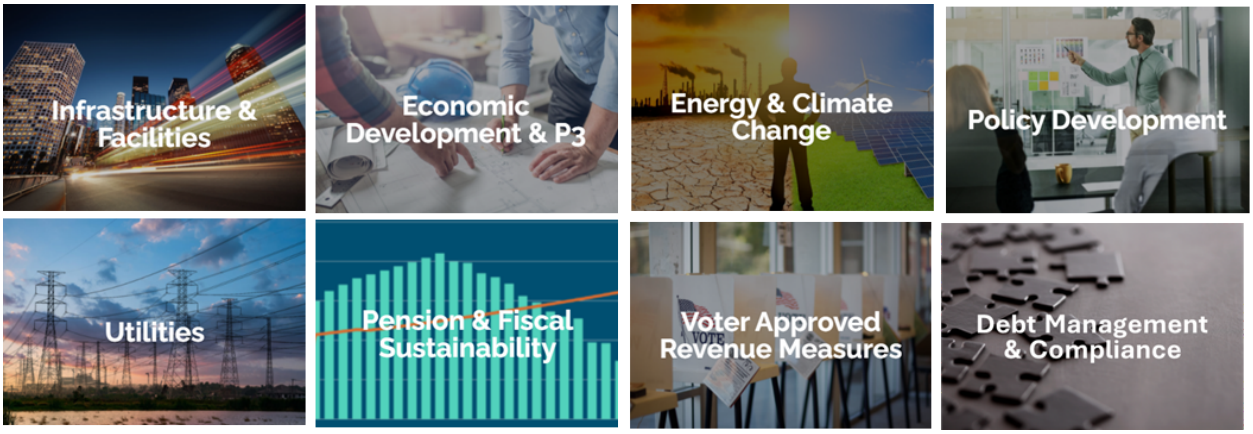
EXHIBIT A

SCOPE OF SERVICES

FINANCIAL CONSULTING / MUNICIPAL ADVISORY / FUNDING STRATEGIES

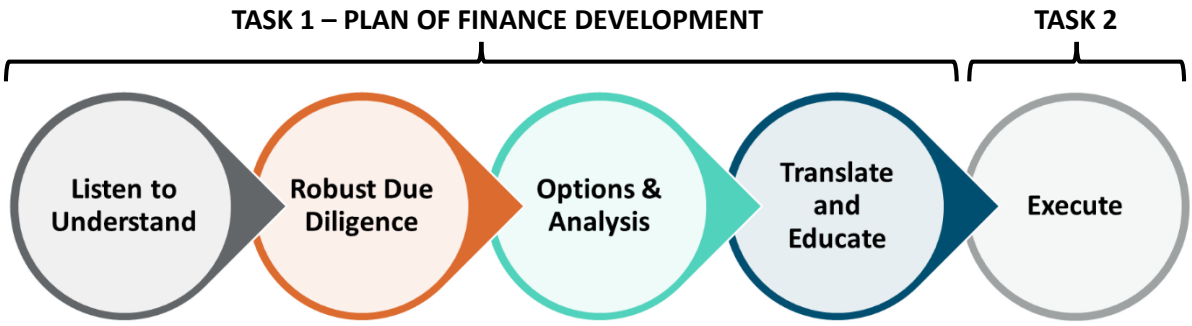
"ON-CALL" GENERAL AND FINANCIAL CONSULTING SERVICES: Consultant may serve Client on an as-needed, "on-call" basis in different roles, providing research, ideas, advice, education and presentation of relevant topics to Client stakeholders (elected officials, staff, citizens, etc.) and lead or assist Client in developing and implementing programs, policies and/or practices that enhance Client's financial and operational outcomes.

This scope of work may pertain to general areas of Consultant's expertise in the following practice areas.



MUNICIPAL ADVISORY / FUNDING STRATEGY DEVELOPMENT & IMPLEMENTATION SERVICES: Consultant, as fiduciary, agent and "quarterback" for Client achieving its funding goals will work in a two-phase process to develop and execute the Client's directed/preferred approach to a Project funding strategy.

This scope of work will usually entail the following approach and process:



Task 1: Plan of Finance Development

- **Due Diligence**
  - Understand potential cost range for potential projects, schedule for project implementation, from planning through construction, and operational costs for potential projects
  - Identify existing Client resources (i.e. liquid or illiquid assets, dedicated pay-as-you-go and/or grant funding) already committed for the potential projects
  - Review reports or studies of other Client consultants related to the potential projects and funding options
  - If appropriate, review existing debt covenants, including rate covenants (for utilities) and additional bonds tests
  - If appropriate, review other existing contractual constraints / covenants
- **Determine Debt Financing Capacity and Evaluate Financing Options / Scenarios**
  - As required, develop revenue and expense projections for the specific fund(s) using a combination of audited financials, budget materials, other consultant projections (rate studies, if applicable), and discussions with Client staff
  - Using revenue and expense projections, develop a financial forecasting model to ascertain coverage based on identified financing options and research including:

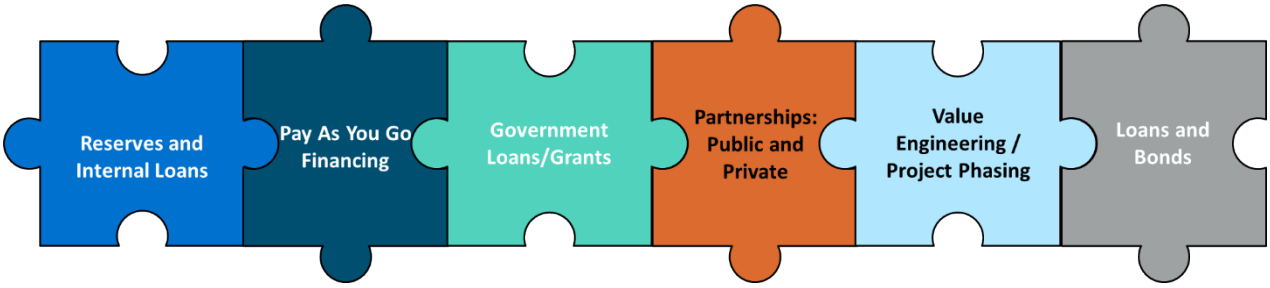
- Financed capital expenditures
- Pay-as-you-go capital expenditures
- Restructuring of existing obligations (if any)
- Potential future rate increases (high level analysis only, NHA is not a rate consultant) and/or other identified, approved new tax or revenue sources

- Evaluate pros and cons of financing options available to fund capital projects including a combination of:
    - Reserves, Internal (i.e. interfund) loans, pay-as-you-go funding sources, utilization of other existing assets
    - State or federal subsidized loan and/or grant funding sources (e.g. USDA, SRF, WIFIA, I-Bank, etc.)
    - Revenue bonds and/or certificates of participation
- Other unique opportunities uncovered during due diligence (Federal or State earmarks, local fundraising opportunities, etc.)
- Determine magnitude of potential financial impacts (i.e. expenditure modifications / tradeoffs) to support debt service under a variety of financing alternatives / scenarios (i.e. "stress testing")

♦ **Communication / Presentation of Options for Client Review and Decision-Making**

- Develop and deliver comprehensive, understandable PowerPoint presentation(s) outlining background, objectives, analysis, and options. Also, provide education, as required/requested regarding background on various funding alternatives.

Task 2: Plan of Finance Execution / Implementation



♦ **Project Management**

- Manage the financing process, including assembly of the financing team, as requested / required and assignment of tasks for all parties involved in the financing.
    - As needed and upon request, undertake qualification / solicitation of such other team members and, in some instances, funding sources. This effort may include registered broker-dealer, bond/disclosure counsel, trustee, grant writers, revenue measure (i.e. election and polling) consultants, service and impact fee consultants, cost of service rate study consultants, lobbyists. Additionally, certain funding sources (i.e. I-Bank) require an upfront evaluation with respect to rates/terms/timeline in initial stages of funding plan formulation.
    - As requested / directed by Client, provide recommendation(s) and negotiate preferred terms and fees for said consultant(s).
- Provide information and advice on the timing of the financing process and develop a timeline (schedule) of tasks.
    - If applicable, work with grant writer(s) or lobbyist(s), identify grant application deadlines and cycles for all potential grant programs that the project may be eligible for
    - If applicable, for each potential project, delineate the phase of project development that is suitable for each type of grant, i.e. planning, engineering design, permitting and construction
- Provide assistance and advice, as needed, with respect to assembling the necessary due diligence data requirements that will be requested from the various

funding sources, as well as other third-party participants (i.e. credit rating agencies, bond insurance providers, grant writers, tax attorneys, etc.).

♦ **Quantitative Analysis, Comparisons and Financial Structuring**

- Continue to advise the Client on available funding sources/programs (including loans, bonds, grants, subsidized state and federal programs) with respect to their rates, terms and timing.

- Analyze / evaluate availability and suitability of funding sources in conjunction with Client's objectives, constraints and requirements

    - As needed, continue to engage in discussions with key market participants (i.e. state/federal loan program representatives, banks, bond insurers, bond lawyers, rating agencies, broker-dealers) to quantify and qualify the various options

- As applicable, continue to develop / evaluate various full Project funding "capital stack" options for Client's review and consideration

    - If applicable, determine likely increases (at a high level) in utility rates to support debt service required for each Capital Stack scenario

♦ **Project Implementation**

- Coordinate the efforts of all assembled team members for due diligence data collection and curation for legal, disclosure (if applicable) and credit documentation.

- Coordinate bond counsel, disclosure counsel, and/or any other legal counsel to prepare the financing documents for approval by the Client Board.

    - Review and provide comments to financing documents to ensure consistency with the overall funding plan and goals of Client.

- As required and/or upon request, make presentations or attend meetings with the Client Board or stakeholders to answer questions about the funding plan/strategy, its objectives and process.

- Work with selected financing partner(s) or funding source(s) to determine optimal structure, including serial/term bonds, premium/discount bonds, redemption provisions and repayment "shape."

- If a private placement method of sale is utilized:
    - Assist with the preparation of a credit package for potential institutional / sophisticated investors (i.e. banks).
    - Ensure required annual disclosures/reporting requirements to successful financial institution is feasible within Client's existing capabilities and processes.
    - If a placement agent has been engaged, oversee placement agent's solicitation process, assist with the selection of the financing provider, and assist with the negotiation of terms, as necessary.
    - Manage / negotiate loan pricing and final financing structure (debt service and bond terms).
- If a public offering method of sale is utilized:
    - Coordinate preparation of a comprehensive credit presentation to the rating services and bond insurance companies, if applicable.
    - Work with disclosure counsel to prepare, review, provide comments, and print the preliminary and final official statements.
    - If completed as a negotiated sale, monitor the underwriter's sales effort and assist the Client with the negotiation of underwriting spreads and interest rates for the proposed financing.
    - If completed as a competitive sale, engage a nationally recognized firm to widely distribute the offering documents to potential investors, establish a bidding platform, coordinate the required noticing for and conduct the execution of the competitive sale on the prescribed advertised date.
- If grants or state/federal legislative earmarks are identified and feasible:
    - Coordinate with Client's grant writer(s) and lobbyist to evaluate and plan for integration of these zero cost funds into the overall funding plan.
- If state/federal subsidized loans and grant programs are identified as appropriate, eligible/available and feasible:
    - Depending upon Consultant's role, serve either as 1) project manager and lead/coordinator for full Program Package submissions or 2) work closely with designated project manager and serve as municipal advisor for the specific sections of the Program Package relating to credit and financial matters.

- For most programs, a “preliminary” package must be submitted for initial review whereupon, if deemed acceptable by the state/federal funding program, there then will be an “invitation to submit” a formal/full package requesting funds. USDA, WIFIA, I-Bank utilize this 2-step process.

- Processing from preliminary evaluation to Program delivery of funds can take anywhere from 4 months up to 18-24 months (or more).

- As requested, assist with the solicitation of an investment advisor to coordinate investment of bond proceeds and/or accounts, as necessary.

- Work with bond counsel, disclosure counsel (or other counsel), and all other financing team members to finalize documents for execution by the Client.

- As requested / required prepare or coordinate preparation of a closing memorandum outlining a secure and detailed flow of funds at the time of closing.

- As requested, prepare and deliver presentations to executive staff, elected officials or other stakeholders with respect to the funding process and results.

EXHIBIT B

RATE SCHEDULE

Professional Services (Hourly)	2025 Rates[1][2]
Principal	$360
Director / Senior Vice President	$335
Vice President	$310
Assist. Vice President / Sr. Associate	$285
Associate	$260
Senior Analyst	$230
Analyst	$205
Administrative	$130

1) *Hourly rates will escalate by 3% annually each January 1st (rounded to the nearest five dollars based on the prior year's rounded amount).*
2) *Effective hourly rates shown in invoices may be reduced to incorporate non-billable time.*

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.

EXHIBIT D

DISCLOSURES

DISCLOSURES OF CONFLICTS OF INTEREST AND LEGAL OR DISCIPLINARY EVENTS

Pursuant to Municipal Securities Rulemaking Board ("MSRB") Rule G-42, on Duties of Non-Solicitor Municipal Advisors, Municipal Advisors are required to make certain written disclosures to clients which include, amongst other things, Conflicts of Interest and any Legal or Disciplinary events of NHA Advisors, LLC ("Consultant") and its associated persons.

Conflicts of Interest

Compensation

In connection with the issuance of municipal securities, Consultant may receive compensation from the City of Industry (the "Client") or Obligated Person for services rendered, which compensation is contingent upon the successful closing of a transaction and/or is based on the size of a transaction. Consistent with the requirements of MSRB Rule G-42, Consultant hereby discloses that such contingent and/or transactional compensation may present a potential conflict of interest regarding Consultant' ability to provide unbiased advice to enter into such transaction. This potential conflict of interest will not impair Consultant' ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Client.

It should be noted that other forms of compensation (i.e., hourly or fixed fee based) may also present a potential conflict of interest regarding Consultant' ability to provide advice regarding a municipal security transaction. These other potential conflicts of interest will not impair Consultant' ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Client.

Other Municipal Advisor Relationships

Consultant serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of another Consultant client. For example, Consultant serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the Client. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, Consultant could potentially face a conflict of interest arising from these competing client interests. Consultant fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with Client.

Furthermore, from time to time, Consultant may perform non-municipal advisor work for entities that also could be a municipal advisor client or could become a municipal advisor client.

If Consultant becomes aware of any additional potential or actual conflict of interest after this disclosure, Consultant will disclose the detailed information in writing to the Client or Obligated Person in a timely manner.

Legal or Disciplinary Events

Consultant does not have any legal events and disciplinary history on its Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The Client may electronically access Consultant' most recent Form MA and each most recent Form MA-I filed with the Commission at the following website:

www.sec.gov/edgar/searchedgar/companysearch.html

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the U. S. Securities and Exchange Commission ("SEC").

Municipal Securities Rulemaking Board Rule G-10 Disclosure

Pursuant to MSRB Rule G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal entity and obligated person clients which include the following:

- Consultant is currently registered as a Municipal Advisor with the SEC and MSRB.
- Within the MSRB website at www.msrb.org, the Client may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

ITEM NO. 6.14

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Mathew Hudson, Director of Public Works
Arlene Lopez, Sr. Project Manager

DATE: June 26, 2025

SUBJECT: Consideration of Resolution No. CC 2025-29 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING AND ADOPTING THE 2025 PAVEMENT MANAGEMENT PLAN

Background:

The City's pavement infrastructure is a critical asset that requires ongoing maintenance and strategic investments. A Pavement Management Plan ("PMP") identifies and outlines preventative maintenance strategies for City streets for the next five (5) years. The PMP update included pavement condition assessment on approximately 127 centerline miles of the City's roadway network comprising over 23 million square feet of pavement and prioritizes road maintenance and rehabilitation based on pavement condition assessments, traffic impact analysis, and budget constraints.

On February 13, 2025, the City Council approved the Professional Services Agreement with Roadway Asset Services, LLC, ("RAS") to provide field data collection services for the City's Pavement Management Plan update. RAS conducted roadway inspection activities within the public right-of-way in the City the week of April 6, 2025. RAS then took these results and combined them with the City's historical maintenance and roadway projects and past updates, with the last physical update done in 2022.

Discussion:

Preventative maintenance strategies include the use of treatments such as slurry seals, mill and overlay and complete reconstruction intended to optimize the use of City funds efficiently and cost effectively to maintain our roadway pavement to acceptable conditions and provide a safe and quality roadways for our community. The PMP provides recommended rehabilitation

strategies for each road segment based on the current pavement conditions evaluated by RAS. The overall goal is to establish and maintain the City's roads in the best possible condition allowable with the funding sources allocated by the City Council for pavement maintenance.

The PMP concluded that the total replacement value of the City's roadway pavement network is almost $400 million in 2025 dollars. Pavement condition is measured by the Overall Condition Index ("OCI") which rates a pavement section on a scale between 0 and 100. The PMP reports that the current City-wide average weighted OCI is 60.9, which corresponds to the qualitative condition of "Good". The range of conditions based on OCI are 90-100 "Excellent", 70-90 "Very Good", 50-70 "Good", 30-50 "Fair", 10-30 "Poor" and 0-10 "Very Poor". Maintaining a minimum OCI of 70 is generally recommended, which is the basis of the recommendations under Scenario 3. In order to attain and maintain an average OCI of 70 in the next five years, the average construction cost per year is about $8.5 million.

The Scenarios that were run and evaluated include:

Scenario 1 - $10M Per Year
This scenario predicts what could happen to the City's roadway network if $10M per year is allocated for maintenance and rehabilitation. Under this scenario, the City would see the network OCI increase by approximately 13 points by the end of the analysis period. The OCI at the beginning of the analysis is 60.9, and it increases to an OCI of 73.71 by the end of the 5-year period.

Scenario 2 - $7M Per Year
This scenario predicts what could happen to the City's roadway network if $7M per year is allocated for maintenance and rehabilitation. Under this scenario, the City would see the network OCI increase by approximately 7 points by the end of the analysis period. The OCI at the beginning of the analysis is 60.9 and it increases to an OCI of 67.55 by the end of the 5-year period.

Scenario 3 - Reach an OCI of 70
This scenario illustrates the costs of increasing the pavement network condition to an OCI of 70 during the analysis period. This scenario will cost the City approximately $8.5 million per year to increase the starting OCI of 60.9 to 70 over the 5-year period.

Scenario 4 - Reach an OCI of 80
This scenario illustrates the costs of increasing the pavement network condition to an OCI of 80 during the analysis period. This scenario will cost the City approximately $14 million per year to increase the starting OCI of 60.9 to 80 over the 5-year period.

Fiscal Impact:

There is no direct fiscal impact for adopting the PMP. Staff have identified the critical streets in the City requiring improvements that will increase the City's OCI and have budgeted accordingly. In the adopted Fy 25-26 CIP budget, $18,775,000.00 is approved for construction of various street improvement projects.

Recommendation:

Adopt Resolution No. CC 2025-29, Approving and Adopting the 2025 Pavement Management Plan.

Exhibits:

1. Resolution No. CC 2025-29

RESOLUTION NO. CC 2025-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING AND ADOPTING THE 2025 PAVEMENT MANAGEMENT PLAN

WHEREAS, the California Streets and Highways Code requires California cities to implement a pavement management plan as a condition to obtain funding from the State transportation improvement programs; and

WHEREAS, a city typically prepares a pavement management plan every five to ten years to provide a comprehensive and up to date analysis of its roadways and provide recommendations for capital improvements; and

WHEREAS, City's consultant, Roadway Asset Services, LLC., collected pavement data citywide and determined the Overall Condition Index ("OCI") is estimated at 63 (on a scale of 0 to 100); and

WHEREAS, the City is dedicated to pavement preventative maintenance programs and roadway infrastructure strategic planning in the management of public roadways; and

WHEREAS, the City Council supports the continuous and ongoing planning efforts designed to protect its existing roadways while also exploring new system infrastructure that will help meet the current and future needs of the City; and

WHEREAS, the City Council recognizes that identifying requisite improvement projects and managing their costs is essential to meeting the City's goal of properly maintained roadways at a reasonable cost; and

WHEREAS, the 2025 Pavement Management Plan has been prepared, and the improvement projects identified shall be considered independently by the City Council, and approval of the 2025 Pavement Management Plan is not an approval of each and every improvement project identified therein, but instead provides the City Council with a plan for completing pavement projects throughout the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA HEREBY FINDS, DETERMINES, AND RESOLVES AS FOLLOWS:

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

SECTION 2: The City Council hereby adopts the 2025 Pavement Management Plan, attached hereto as Exhibit A and incorporated herein by reference, and hereby directs Staff to implement the Scenario 3 plan. Said Plan shall be utilized by Staff in reviewing the City's capital improvement projects. Notwithstanding the foregoing, the City Council hereby directs that prior to implementing any project identified in the Plan, and that City Staff comply with all public bidding requirements set forth in the City's Municipal Code.

SECTION 3. 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 4: 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 regular meeting held on June 26, 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

EXHIBIT A

2025 Pavement Management Plan

(Handout will be distributed at the meeting)

ITEM NO. 6.15

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Mathew Hudson, Director of Public Works
Dev Birla, Contract Electric Utility Director

DATE: June 26, 2025

SUBJECT: Consideration of Award of Contract No. CITY-1534, Streetlight Improvements at Proctor Avenue from Valley Boulevard to Turnbull Canyon Road and Newquist Place to Asplundh Construction, LLC in an amount not to exceed $798,659.39 and adopt Notice of Exemption regarding same (MP 02-05#25)

Background:

On December 12, 2024, the City Council authorized solicitation of public bids for Streetlight Improvements at Proctor Avenue from Valley Boulevard to Turnbull Canyon Road and Newquist Place project for an estimated cost of $946,300.00. This project was bid to procure a contractor to furnish and install streetlight poles with mast arms, luminaires, metering pedestals, PVC conduits with 600-Volt cables, numbering of poles, Ubicquia Wireless Controller for remote monitoring of streetlights, fuses, connectors, and connection of wires to make complete streetlight system functional along Proctor Avenue between Valley Boulevard and Turnbull Canyon Road including Newquist Place.

On April 9, 2025, the bid was posted in the City's PlanetBids™ vendor portal, and an email notification was sent to 820 vendors. The bid was viewed by 58 prospective bidders. The appropriate trade journals were notified on April 10, 2025. The bid was advertised on April 14, 2025, and April 21, 2025, in the San Gabriel Valley Tribune. Questions pertaining to the bid were received up until May 16, 2025, at 5:00 p.m. in the City's PlanetBids™ vendor portal.

Discussion:

The bid process closed on May 29, 2025. Fifteen (15) bids were received. The review of the bids has found that Asplundh Construction, LLC has submitted the lowest responsive bid and has the relevant experience, qualifications, and licensing necessary to complete this project.

Below is a table of all bidders and their prices, showing that Asplundh Construction, LLC is the lowest bidder.

Bidder	Bid Price
Asplundh Construction, LLC	$798,659.39
Comet Electric, Inc.	$805,000.00
Crosstown Electrical & Data, Inc.	$861,453.00
Golden Sun Firm & Co., Inc.	$872,880.00
Towo Enterprise, Inc.	$881,799.86
MC Electric	$882,679.00
Estate Design and Construction	$889,884.32
Elecnor Belco Electric, Inc	$899,193.00
DBX, Inc.	$918,412.00
Alfaro Communications Construction, Inc.	$923,654.80
Baker Electric & Renewables LLC	$932,322.00
International Line Builders, Inc,	$946,202.00
Servitek Electric, Inc.	$1,011,389.00
Herman Weissker, Inc.	$1,124,763.87
Doty Bros Equipment Company	$1,307,600.54

Staff determined that this project is subject to review under the California Environmental Quality Act ("CEQA"), however, it falls within the "Categorical Exemption, Section Class 1, minor alteration of existing public utilities with negligible or no change in the existing or former use". This project involves the installation of streetlight poles, luminaires and other related work along the public streets and improve public safety and does not involve any change in the use of the street.

Fiscal Impact:

Fiscal impact is $798,659.39. In the fiscal year 2025- 2026, Capital Improvement Program under JN -6201 #16B, $1,100,000.00 is budgeted under Account # 120.702.5205 and no appropriation is required at this time.

Recommendation:

1. Staff recommend that the City Council consider the results of the Streetlight Improvements at Proctor Avenue from Valley Boulevard to Turnbull Canyon Road and Newquist Place bid and award the bid to Asplundh Construction, LLC in an amount not-to- exceed $798,659.39; and
2. Authorize the City Manager to approve change orders up to ten percent of the contract amount; and
3. Staff recommend that the Council adopt the Notice to Exemption for this project

Exhibits:

1. Attachment A Bid Results
2. Attachment B Asplundh Construction Bid Packet
3. Attachment C Contractor's State of California and Department of Industrial relations License Detail

4. Attachment D Notice of Exemption

City of Industry
Bid Results for Project STREETLIGHT IMPROVEMENTS AT PROCTOR AVENUE FROM VALLEY BOULEVARD TO TURNBULL CANYON ROAD AND NEWQUIST PLACE (CITY-1534)
Issued on 04/09/2025
Bid Due on May 29, 2025 10:00 AM (PDT)
Exported on 05/29/2025
Line Totals (Unit Price * Quantity)

Item No	Description	Unit of Measure	Qty	Asplundh Construction, LLC - Unit Price	Asplundh Construction, LLC - Line Total	Comet Electric, Inc. - Unit Price	Comet Electric, Inc. - Line Total
1	Mobilization/Demobilization	LS	1	$10,000.00	$10,000.00	$80,000.00	$80,000.00
2	Preparation and Implementation of Erosion Control Plans	LS	1	$1,278.00	$1,278.00	$8,000.00	$8,000.00
3	Traffic Control	LS	1	$1,970.25	$1,970.25	$38,000.00	$38,000.00
4	Furnish and Install Streetlight Pole Foundation 2’ x 2’ x 4’6”	EA	34	$1,436.81	$48,851.54	$1,500.00	$51,000.00
5	Furnish and Install Streetlight Pole Ameron IC128 With 12' Mastarm	EA	34	$5,874.10	$199,719.40	$5,800.00	$197,200.00
6	Furnish Streetlight Pole Ameron IC128 with 12' Mastarm for spare parts – deliver at 208 S. Waddingham Way, City of Industry, CA 91789	EA	10	$5,924.60	$59,246.00	$5,300.00	$53,000.00
7	Furnish and Install LED Type-III 4000K 110-Watt 120 Volt Cooper Lighting Cat No: ARCH-L-PA3-110-740-U-T3-AP-10MSP-PR7-10X or approved equal	EA	22	$955.35	$21,017.70	$900.00	$19,800.00
8	Furnish and Install LED Type-III 4000K 140-Watt 120 Volt Cooper Lighting Cat No: ARCH-L-PA3-140-740-U-T3-AP-10MSP-PR7-10X or approved equal	EA	14	$957.59	$13,406.26	$1,000.00	$14,000.00
9	Furnish and Install 10A Fuse Cooper Bussmann KTK-10 With Fuse Holder within each streetlight Pole's Handhole	EA	36	$85.91	$3,092.76	$105.00	$3,780.00
10	Install, City furnished, Ubicquia Wireless Streetlight Controller (node) Model NO: UBC-30-0-1-NA-01-1-GY on each luminaire and work with Ubicquia to make Remote Monitoring System Functional	EA	36	$469.55	$16,903.80	$8.00	$288.00

Item No	Description	Unit of Measure	Qty	Asplundh Construction, LLC - Unit Price	Asplundh Construction, LLC - Line Total	Comet Electric, Inc. - Unit Price	Comet Electric, Inc. - Line Total
11	Number Streetlight Pole, Numbering material is provided by City.	EA	36	$90.41	$3,254.76	$15.00	$540.00
12	Furnish and install NO. 5 Pull box Jensen CAT. NO.CYN20 for the box or Approved equal and Jensen CAT.NO.CYN16-61J or approved equal for cover with "COI ST LIGHT" and include numbering of pull boxes (numbering materials is provided by City)	EA	32	$817.92	$26,173.44	$1,400.00	$44,800.00
13	Furnish and install NO. 6 Pull box Jensen CAT. NO.HT1730-B for the box or Approved equal and Jensen CAT.NO: HT1730-L11-01 or Approved equal for the cover for SCE	EA	1	$1,599.63	$1,599.63	$1,600.00	$1,600.00
14	Furnish and install 3"PVC SCH 80 electrical conduit	LF	1600	$50.32	$80,512.00	$52.00	$83,200.00
15	Furnish and install 3"PVC SCH 40 electrical conduit	LF	3000	$70.80	$212,400.00	$46.00	$138,000.00
16	Furnish and install 1"PVC SCH 40 electrical conduit	LF	100	$80.95	$8,095.00	$38.00	$3,800.00
17	Furnish and install 1 1/2"PVC SCH 40 electrical conduit	LF	420	$40.80	$17,136.00	$39.00	$16,380.00
18	Furnish and Install 1/0 Stranded Aluminum XHHW Wire	LF	10000	$2.27	$22,700.00	$2.50	$25,000.00
19	Furnish and Install #2 Stranded Aluminum XHHW Wire	LF	5000	$1.76	$8,800.00	$1.50	$7,500.00
20	Furnish and Install #6 Aluminum XHHW Wire	LF	4440	$2.02	$8,968.80	$1.00	$4,440.00
21	Furnish and Install 4-Way Secondary Bars (3 Connectors per HH) Utilco PED4-350SSP	EA	108	$103.86	$11,216.88	$45.00	$4,860.00
22	Furnish and Install Burndy Insulated AL Service Entrance Compression Connector CAT NO: ES4W4W on neutral wire for each streetlight pole	EA	36	$155.67	$5,604.12	$37.00	$1,332.00
23	Furnish and Install Metering Service Pedestal-Strongbox CSP-12016-10 or approved equal	EA	1	$9,066.35	$9,066.35	$5,085.00	$5,085.00
24	Furnish and Install Metering Service Pedestal Foundation	EA	1	$1,689.09	$1,689.09	$2,045.00	$2,045.00
25	Remove Existing Streetlight Pole, Mast Arm and Luminaire and transport to 208 S. Waddingham Way	EA	1	$2,952.18	$2,952.18	$400.00	$400.00
26	Remove existing foundation	EA	1	$3,005.43	$3,005.43	$950.00	$950.00
				Subtotal	$798,659.39		$805,000.00
				Total	**$798,659.39**		**$805,000.00**

City of Industry
Bid Results for Project STREETLIGHT IMPROVEMENTS AT PROCTOR AVENUE FROM VALLEY BOULEVAR
Issued on 04/09/2025
Bid Due on May 29, 2025 10:00 AM (PDT)
Exported on 05/29/2025
Line Totals (Unit Price * Quantity)

Item No	Description	Unit of Measure	Qty	Crosstown Electrical & Data, Inc. - Unit Price
1	Mobilization/Demobilization	LS	1	$10,000.00
2	Preparation and Implementation of Erosion Control Plans	LS	1	$1,800.00
3	Traffic Control	LS	1	$7,500.00
4	Furnish and Install Streetlight Pole Foundation 2’ x 2’ x 4’6”	EA	34	$1,935.00
5	Furnish and Install Streetlight Pole Ameron IC128 With 12' Mastarm	EA	34	$6,000.00
6	Furnish Streetlight Pole Ameron IC128 with 12' Mastarm for spare parts – deliver at 208 S. Waddingham Way, City of Industry, CA 91789	EA	10	$4,760.00
7	Furnish and Install LED Type-III 4000K 110-Watt 120 Volt Cooper Lighting Cat No: ARCH-L-PA3-110-740-U-T3-AP-10MSP-PR7-10X or approved equal	EA	22	$720.00
8	Furnish and Install LED Type-III 4000K 140-Watt 120 Volt Cooper Lighting Cat No: ARCH-L-PA3-140-740-U-T3-AP-10MSP-PR7-10X or approved equal	EA	14	$735.00
9	Furnish and Install 10A Fuse Cooper Bussmann KTK-10 With Fuse Holder within each streetlight Pole's Handhole	EA	36	$195.00
10	Install, City furnished, Ubicquia Wireless Streetlight Controller (node) Model NO: UBC-30-0-1-NA-01-1-GY on each luminaire and work with Ubicquia to make Remote Monitoring System Functional	EA	36	$25.00

Item No	Description	Unit of Measure	Qty	Crosstown Electrical & Data, Inc. - Unit Price
11	Number Streetlight Pole, Numbering material is provided by City.	EA	36	$40.00
12	Furnish and install NO. 5 Pull box Jensen CAT. NO.CYN20 for the box or Approved equal and Jensen CAT.NO.CYN16-61J or approved equal for cover with "COI ST LIGHT" and include numbering of pull boxes (numbering materials is provided by City)	EA	32	$1,660.00
13	Furnish and install NO. 6 Pull box Jensen CAT. NO.HT1730-B for the box or Approved equal and Jensen CAT.NO: HT1730-L11-01 or Approved equal for the cover for SCE	EA	1	$2,660.00
14	Furnish and install 3"PVC SCH 80 electrical conduit	LF	1600	$85.00
15	Furnish and install 3"PVC SCH 40 electrical conduit	LF	3000	$47.00
16	Furnish and install 1"PVC SCH 40 electrical conduit	LF	100	$60.00
17	Furnish and install 1 1/2"PVC SCH 40 electrical conduit	LF	420	$65.00
18	Furnish and Install 1/0 Stranded Aluminum XHHW Wire	LF	10000	$3.30
19	Furnish and Install #2 Stranded Aluminum XHHW Wire	LF	5000	$3.25
20	Furnish and Install #6 Aluminum XHHW Wire	LF	4440	$2.00
21	Furnish and Install 4-Way Secondary Bars (3 Connectors per HH) Utilco PED4-350SSP	EA	108	$450.00
22	Furnish and Install Burndy Insulated AL Service Entrance Compression Connector CAT NO: ES4W4W on neutral wire for each streetlight pole	EA	36	$90.00
23	Furnish and Install Metering Service Pedestal-Strongbox CSP-12016-10 or approved equal	EA	1	$5,660.00
24	Furnish and Install Metering Service Pedestal Foundation	EA	1	$5,233.00
25	Remove Existing Streetlight Pole, Mast Arm and Luminaire and transport to 208 S. Waddingham Way	EA	1	$1,000.00
26	Remove existing foundation	EA	1	$1,330.00

City of Industry
Bid Results for Project STREETLIGHT IMPROVEMENTS AT PROCTOR AVENUE FROM VALLEY BOULEVAR
Issued on 04/09/2025
Bid Due on May 29, 2025 10:00 AM (PDT)
Exported on 05/29/2025
Line Totals (Unit Price * Quantity)

Item No	Description	Unit of Measure	Qty	Crosstown Electrical & Data, Inc. - Line Total	Golden Sun Firm & Co., Inc. - Unit Price	Golden Sun Firm & Co., Inc. - Line Total
1	Mobilization/Demobilization	LS	1	$10,000.00	$82,640.00	$82,640.00
2	Preparation and Implementation of Erosion Control Plans	LS	1	$1,800.00	$14,720.00	$14,720.00
3	Traffic Control	LS	1	$7,500.00	$19,456.00	$19,456.00
4	Furnish and Install Streetlight Pole Foundation 2’ x 2’ x 4’6”	EA	34	$65,790.00	$1,088.00	$36,992.00
5	Furnish and Install Streetlight Pole Ameron IC128 With 12' Mastarm	EA	34	$204,000.00	$1,088.00	$36,992.00
6	Furnish Streetlight Pole Ameron IC128 with 12' Mastarm for spare parts – deliver at 208 S. Waddingham Way, City of Industry, CA 91789	EA	10	$47,600.00	$3,072.00	$30,720.00
7	Furnish and Install LED Type-III 4000K 110-Watt 120 Volt Cooper Lighting Cat No: ARCH-L-PA3-110-740-U-T3-AP-10MSP-PR7-10X or approved equal	EA	22	$15,840.00	$1,088.00	$23,936.00
8	Furnish and Install LED Type-III 4000K 140-Watt 120 Volt Cooper Lighting Cat No: ARCH-L-PA3-140-740-U-T3-AP-10MSP-PR7-10X or approved equal	EA	14	$10,290.00	$1,088.00	$15,232.00
9	Furnish and Install 10A Fuse Cooper Bussmann KTK-10 With Fuse Holder within each streetlight Pole's Handhole	EA	36	$7,020.00	$70.42	$2,535.12
10	Install, City furnished, Ubicquia Wireless Streetlight Controller (node) Model NO: UBC-30-0-1-NA-01-1-GY on each luminaire and work with Ubicquia to make Remote Monitoring System Functional	EA	36	$900.00	$2,880.00	$103,680.00

Item No	Description	Unit of Measure	Qty	Crosstown Electrical & Data, Inc. - Line Total	Golden Sun Firm & Co., Inc. - Unit Price	Golden Sun Firm & Co., Inc. - Line Total
11	Number Streetlight Pole, Numbering material is provided by City.	EA	36	$1,440.00	$640.00	$23,040.00
12	Furnish and install NO. 5 Pull box Jensen CAT. NO.CYN20 for the box or Approved equal and Jensen CAT.NO.CYN16-61J or approved equal for cover with "COI ST LIGHT" and include numbering of pull boxes (numbering materials is provided by City)	EA	32	$53,120.00	$3,200.00	$102,400.00
13	Furnish and install NO. 6 Pull box Jensen CAT. NO.HT1730-B for the box or Approved equal and Jensen CAT.NO: HT1730-L11-01 or Approved equal for the cover for SCE	EA	1	$2,660.00	$3,200.00	$3,200.00
14	Furnish and install 3"PVC SCH 80 electrical conduit	LF	1600	$136,000.00	$89.60	$143,360.00
15	Furnish and install 3"PVC SCH 40 electrical conduit	LF	3000	$141,000.00	$51.20	$153,600.00
16	Furnish and install 1"PVC SCH 40 electrical conduit	LF	100	$6,000.00	$12.80	$1,280.00
17	Furnish and install 1 1/2"PVC SCH 40 electrical conduit	LF	420	$27,300.00	$2.75	$1,155.00
18	Furnish and Install 1/0 Stranded Aluminum XHHW Wire	LF	10000	$33,000.00	$3.23	$32,300.00
19	Furnish and Install #2 Stranded Aluminum XHHW Wire	LF	5000	$16,250.00	$2.75	$13,750.00
20	Furnish and Install #6 Aluminum XHHW Wire	LF	4440	$8,880.00	$1.48	$6,571.20
21	Furnish and Install 4-Way Secondary Bars (3 Connectors per HH) Utilco PED4-350SSP	EA	108	$48,600.00	$134.63	$14,540.04
22	Furnish and Install Burndy Insulated AL Service Entrance Compression Connector CAT NO: ES4W4W on neutral wire for each streetlight pole	EA	36	$3,240.00	$14.47	$520.92
23	Furnish and Install Metering Service Pedestal-Strongbox CSP-12016-10 or approved equal	EA	1	$5,660.00	$3,831.72	$3,831.72
24	Furnish and Install Metering Service Pedestal Foundation	EA	1	$5,233.00	$3,072.00	$3,072.00
25	Remove Existing Streetlight Pole, Mast Arm and Luminaire and transport to 208 S. Waddingham Way	EA	1	$1,000.00	$1,820.00	$1,820.00
26	Remove existing foundation	EA	1	$1,330.00	$1,536.00	$1,536.00
				$861,453.00		$872,880.00
				$861,453.00		**$872,880.00**

City of Industry
Bid Results for Project STREETLIGHT IMPROVEMENTS AT PROCTOR AVENUE FROM VALLEY BOULEVAR
Issued on 04/09/2025
Bid Due on May 29, 2025 10:00 AM (PDT)
Exported on 05/29/2025
Line Totals (Unit Price * Quantity)

Item No	Description	Unit of Measure	Qty	Towo Enterprise Inc - Unit Price	Towo Enterprise Inc - Line Total	MC Electric - Unit P
1	Mobilization/Demobilization	LS	1	$50,000.00	$50,000.00	$5,000.00
2	Preparation and Implementation of Erosion Control Plans	LS	1	$15,000.00	$15,000.00	$2,000.00
3	Traffic Control	LS	1	$45,000.00	$45,000.00	$2,500.00
4	Furnish and Install Streetlight Pole Foundation 2’ x 2’ x 4’6”	EA	34	$2,500.00	$85,000.00	$1,350.00
5	Furnish and Install Streetlight Pole Ameron IC128 With 12' Mastarm	EA	34	$8,200.00	$278,800.00	$6,060.00
6	Furnish Streetlight Pole Ameron IC128 with 12' Mastarm for spare parts – deliver at 208 S. Waddingham Way, City of Industry, CA 91789	EA	10	$7,000.00	$70,000.00	$4,500.00
7	Furnish and Install LED Type-III 4000K 110-Watt 120 Volt Cooper Lighting Cat No: ARCH-L-PA3-110-740-U-T3-AP-10MSP-PR7-10X or approved equal	EA	22	$973.63	$21,419.86	$1,800.00
8	Furnish and Install LED Type-III 4000K 140-Watt 120 Volt Cooper Lighting Cat No: ARCH-L-PA3-140-740-U-T3-AP-10MSP-PR7-10X or approved equal	EA	14	$1,020.00	$14,280.00	$1,800.00
9	Furnish and Install 10A Fuse Cooper Bussmann KTK-10 With Fuse Holder within each streetlight Pole's Handhole	EA	36	$150.00	$5,400.00	$500.00
10	Install, City furnished, Ubicquia Wireless Streetlight Controller (node) Model NO: UBC-30-0-1-NA-01-1-GY on each luminaire and work with Ubicquia to make Remote Monitoring System Functional	EA	36	$63.00	$2,268.00	$300.00

Item No	Description	Unit of Measure	Qty	Towo Enterprise Inc - Unit Price	Towo Enterprise Inc - Line Total	MC Electric - Unit P
11	Number Streetlight Pole, Numbering material is provided by City.	EA	36	$63.00	$2,268.00	$150.00
12	Furnish and install NO. 5 Pull box Jensen CAT. NO.CYN20 for the box or Approved equal and Jensen CAT.NO.CYN16-61J or approved equal for cover with "COI ST LIGHT" and include numbering of pull boxes (numbering materials is provided by City)	EA	32	$1,375.00	$44,000.00	$889.00
13	Furnish and install NO. 6 Pull box Jensen CAT. NO.HT1730-B for the box or Approved equal and Jensen CAT.NO: HT1730-L11-01 or Approved equal for the cover for SCE	EA	1	$2,394.00	$2,394.00	$3,192.00
14	Furnish and install 3"PVC SCH 80 electrical conduit	LF	1600	$30.00	$48,000.00	$60.00
15	Furnish and install 3"PVC SCH 40 electrical conduit	LF	3000	$30.00	$90,000.00	$54.00
16	Furnish and install 1"PVC SCH 40 electrical conduit	LF	100	$30.00	$3,000.00	$250.00
17	Furnish and install 1 1/2"PVC SCH 40 electrical conduit	LF	420	$30.00	$12,600.00	$115.00
18	Furnish and Install 1/0 Stranded Aluminum XHHW Wire	LF	10000	$2.65	$26,500.00	$4.85
19	Furnish and Install #2 Stranded Aluminum XHHW Wire	LF	5000	$2.39	$11,950.00	$3.50
20	Furnish and Install #6 Aluminum XHHW Wire	LF	4440	$1.42	$6,304.80	$2.50
21	Furnish and Install 4-Way Secondary Bars (3 Connectors per HH) Utilco PED4-350SSP	EA	108	$113.40	$12,247.20	$85.00
22	Furnish and Install Burndy Insulated AL Service Entrance Compression Connector CAT NO: ES4W4W on neutral wire for each streetlight pole	EA	36	$45.00	$1,620.00	$115.00
23	Furnish and Install Metering Service Pedestal-Strongbox CSP-12016-10 or approved equal	EA	1	$18,648.00	$18,648.00	$10,500.00
24	Furnish and Install Metering Service Pedestal Foundation	EA	1	$8,500.00	$8,500.00	$2,000.00
25	Remove Existing Streetlight Pole, Mast Arm and Luminaire and transport to 208 S. Waddingham Way	EA	1	$1,600.00	$1,600.00	$8,500.00
26	Remove existing foundation	EA	1	$5,000.00	$5,000.00	$2,879.00
					$881,799.86	
					$881,799.86	

City of Industry
Bid Results for Project STREETLIGHT IMPROVEMENTS AT PROCTOR AVENUE FROM VALLEY BOULEVAR
Issued on 04/09/2025
Bid Due on May 29, 2025 10:00 AM (PDT)
Exported on 05/29/2025
Line Totals (Unit Price * Quantity)

Item No	Description	Unit of Measure	Qty	MC Electric - Line Total
1	Mobilization/Demobilization	LS	1	$5,000.00
2	Preparation and Implementation of Erosion Control Plans	LS	1	$2,000.00
3	Traffic Control	LS	1	$2,500.00
4	Furnish and Install Streetlight Pole Foundation 2’ x 2’ x 4’6”	EA	34	$45,900.00
5	Furnish and Install Streetlight Pole Ameron IC128 With 12' Mastarm	EA	34	$206,040.00
6	Furnish Streetlight Pole Ameron IC128 with 12' Mastarm for spare parts – deliver at 208 S. Waddingham Way, City of Industry, CA 91789	EA	10	$45,000.00
7	Furnish and Install LED Type-III 4000K 110-Watt 120 Volt Cooper Lighting Cat No: ARCH-L-PA3-110-740-U-T3-AP-10MSP-PR7-10X or approved equal	EA	22	$39,600.00
8	Furnish and Install LED Type-III 4000K 140-Watt 120 Volt Cooper Lighting Cat No: ARCH-L-PA3-140-740-U-T3-AP-10MSP-PR7-10X or approved equal	EA	14	$25,200.00
9	Furnish and Install 10A Fuse Cooper Bussmann KTK-10 With Fuse Holder within each streetlight Pole's Handhole	EA	36	$18,000.00
10	Install, City furnished, Ubicquia Wireless Streetlight Controller (node) Model NO: UBC-30-0-1-NA-01-1-GY on each luminaire and work with Ubicquia to make Remote Monitoring System Functional	EA	36	$10,800.00

Item No	Description	Unit of Measure	Qty	MC Electric - Line Total
11	Number Streetlight Pole, Numbering material is provided by City.	EA	36	$5,400.00
12	Furnish and install NO. 5 Pull box Jensen CAT. NO.CYN20 for the box or Approved equal and Jensen CAT.NO.CYN16-61J or approved equal for cover with "COI ST LIGHT" and include numbering of pull boxes (numbering materials is provided by City)	EA	32	$28,448.00
13	Furnish and install NO. 6 Pull box Jensen CAT. NO.HT1730-B for the box or Approved equal and Jensen CAT.NO: HT1730-L11-01 or Approved equal for the cover for SCE	EA	1	$3,192.00
14	Furnish and install 3"PVC SCH 80 electrical conduit	LF	1600	$96,000.00
15	Furnish and install 3"PVC SCH 40 electrical conduit	LF	3000	$162,000.00
16	Furnish and install 1"PVC SCH 40 electrical conduit	LF	100	$25,000.00
17	Furnish and install 1 1/2"PVC SCH 40 electrical conduit	LF	420	$48,300.00
18	Furnish and Install 1/0 Stranded Aluminum XHHW Wire	LF	10000	$48,500.00
19	Furnish and Install #2 Stranded Aluminum XHHW Wire	LF	5000	$17,500.00
20	Furnish and Install #6 Aluminum XHHW Wire	LF	4440	$11,100.00
21	Furnish and Install 4-Way Secondary Bars (3 Connectors per HH) Utilco PED4-350SSP	EA	108	$9,180.00
22	Furnish and Install Burndy Insulated AL Service Entrance Compression Connector CAT NO: ES4W4W on neutral wire for each streetlight pole	EA	36	$4,140.00
23	Furnish and Install Metering Service Pedestal-Strongbox CSP-12016-10 or approved equal	EA	1	$10,500.00
24	Furnish and Install Metering Service Pedestal Foundation	EA	1	$2,000.00
25	Remove Existing Streetlight Pole, Mast Arm and Luminaire and transport to 208 S. Waddingham Way	EA	1	$8,500.00
26	Remove existing foundation	EA	1	$2,879.00
				$882,679.00
				$882,679.00

City of Industry
Bid Results for Project STREETLIGHT IMPROVEMENTS AT PROCTOR AVENUE FROM VALLEY BOULEVAR
Issued on 04/09/2025
Bid Due on May 29, 2025 10:00 AM (PDT)
Exported on 05/29/2025
Line Totals (Unit Price * Quantity)

Item No	Description	Unit of Measure	Qty	Estate Design and Construction - Unit Price	Estate Design and Construction - Line Total	Elecnor Belco Electric, Inc. - Unit Price
1	Mobilization/Demobilization	LS	1	$44,495.00	$44,495.00	$22,000.00
2	Preparation and Implementation of Erosion Control Plans	LS	1	$44,495.00	$44,495.00	$1,000.00
3	Traffic Control	LS	1	$88,990.00	$88,990.00	$3,800.00
4	Furnish and Install Streetlight Pole Foundation 2’ x 2’ x 4’6”	EA	34	$2,224.75	$75,641.50	$3,789.00
5	Furnish and Install Streetlight Pole Ameron IC128 With 12' Mastarm	EA	34	$3,009.96	$102,338.64	$7,435.00
6	Furnish Streetlight Pole Ameron IC128 with 12' Mastarm for spare parts – deliver at 208 S. Waddingham Way, City of Industry, CA 91789	EA	10	$7,564.15	$75,641.50	$5,158.00
7	Furnish and Install LED Type-III 4000K 110-Watt 120 Volt Cooper Lighting Cat No: ARCH-L-PA3-110-740-U-T3-AP-10MSP-PR7-10X or approved equal	EA	22	$2,224.75	$48,944.50	$1,050.00
8	Furnish and Install LED Type-III 4000K 140-Watt 120 Volt Cooper Lighting Cat No: ARCH-L-PA3-140-740-U-T3-AP-10MSP-PR7-10X or approved equal	EA	14	$2,542.57	$35,595.98	$1,050.00
9	Furnish and Install 10A Fuse Cooper Bussmann KTK-10 With Fuse Holder within each streetlight Pole's Handhole	EA	36	$346.07	$12,458.52	$154.00
10	Install, City furnished, Ubicquia Wireless Streetlight Controller (node) Model NO: UBC-30-0-1-NA-01-1-GY on each luminaire and work with Ubicquia to make Remote Monitoring System Functional	EA	36	$494.39	$17,798.04	$50.00

Item No	Description	Unit of Measure	Qty	Estate Design and Construction - Unit Price	Estate Design and Construction - Line Total	Elecnor Belco Electric, Inc. - Unit Price
11	Number Streetlight Pole, Numbering material is provided by City.	EA	36	$197.76	$7,119.36	$40.00
12	Furnish and install NO. 5 Pull box Jensen CAT. NO.CYN20 for the box or Approved equal and Jensen CAT.NO.CYN16-61J or approved equal for cover with "COI ST LIGHT" and include numbering of pull boxes (numbering materials is provided by City)	EA	32	$1,167.99	$37,375.68	$978.00
13	Furnish and install NO. 6 Pull box Jensen CAT. NO.HT1730-B for the box or Approved equal and Jensen CAT.NO: HT1730-L11-01 or Approved equal for the cover for SCE	EA	1	$8,009.10	$8,009.10	$1,352.00
14	Furnish and install 3"PVC SCH 80 electrical conduit	LF	1600	$22.80	$36,480.00	$60.00
15	Furnish and install 3"PVC SCH 40 electrical conduit	LF	3000	$14.54	$43,620.00	$45.00
16	Furnish and install 1"PVC SCH 40 electrical conduit	LF	100	$66.74	$6,674.00	$40.00
17	Furnish and install 1 1/2"PVC SCH 40 electrical conduit	LF	420	$18.01	$7,564.20	$45.00
18	Furnish and Install 1/0 Stranded Aluminum XHHW Wire	LF	10000	$5.07	$50,700.00	$4.00
19	Furnish and Install #2 Stranded Aluminum XHHW Wire	LF	5000	$5.16	$25,800.00	$1.75
20	Furnish and Install #6 Aluminum XHHW Wire	LF	4440	$4.01	$17,804.40	$1.25
21	Furnish and Install 4-Way Secondary Bars (3 Connectors per HH) Utilco PED4-350SSP	EA	108	$107.12	$11,568.96	$335.00
22	Furnish and Install Burndy Insulated AL Service Entrance Compression Connector CAT NO: ES4W4W on neutral wire for each streetlight pole	EA	36	$173.04	$6,229.44	$15.00
23	Furnish and Install Metering Service Pedestal-Strongbox CSP-12016-10 or approved equal	EA	1	$31,146.50	$31,146.50	$9,500.00
24	Furnish and Install Metering Service Pedestal Foundation	EA	1	$13,348.50	$13,348.50	$3,025.00
25	Remove Existing Streetlight Pole, Mast Arm and Luminaire and transport to 208 S. Waddingham Way	EA	1	$22,247.50	$22,247.50	$620.00
26	Remove existing foundation	EA	1	$17,798.00	$17,798.00	$1,900.00
					$889,884.32	
					$889,884.32	

City of Industry
Bid Results for Project STREETLIGHT IMPROVEMENTS AT PROCTOR AVENUE FROM VALLEY BOULEVAR
Issued on 04/09/2025
Bid Due on May 29, 2025 10:00 AM (PDT)
Exported on 05/29/2025
Line Totals (Unit Price * Quantity)

Item No	Description	Unit of Measure	Qty	Elecnor Belco Electric, Inc. - Line Total	DBX, INC. - Unit Price	DBX, INC. - Line Total
1	Mobilization/Demobilization	LS	1	$22,000.00	$15,000.00	$15,000.00
2	Preparation and Implementation of Erosion Control Plans	LS	1	$1,000.00	$3,500.00	$3,500.00
3	Traffic Control	LS	1	$3,800.00	$10,000.00	$10,000.00
4	Furnish and Install Streetlight Pole Foundation 2’ x 2’ x 4’6”	EA	34	$128,826.00	$1,600.00	$54,400.00
5	Furnish and Install Streetlight Pole Ameron IC128 With 12' Mastarm	EA	34	$252,790.00	$8,000.00	$272,000.00
6	Furnish Streetlight Pole Ameron IC128 with 12' Mastarm for spare parts – deliver at 208 S. Waddingham Way, City of Industry, CA 91789	EA	10	$51,580.00	$5,600.00	$56,000.00
7	Furnish and Install LED Type-III 4000K 110-Watt 120 Volt Cooper Lighting Cat No: ARCH-L-PA3-110-740-U-T3-AP-10MSP-PR7-10X or approved equal	EA	22	$23,100.00	$870.00	$19,140.00
8	Furnish and Install LED Type-III 4000K 140-Watt 120 Volt Cooper Lighting Cat No: ARCH-L-PA3-140-740-U-T3-AP-10MSP-PR7-10X or approved equal	EA	14	$14,700.00	$870.00	$12,180.00
9	Furnish and Install 10A Fuse Cooper Bussmann KTK-10 With Fuse Holder within each streetlight Pole's Handhole	EA	36	$5,544.00	$52.00	$1,872.00
10	Install, City furnished, Ubicquia Wireless Streetlight Controller (node) Model NO: UBC-30-0-1-NA-01-1-GY on each luminaire and work with Ubicquia to make Remote Monitoring System Functional	EA	36	$1,800.00	$250.00	$9,000.00

Item No	Description	Unit of Measure	Qty	Elecnor Belco Electric, Inc. - Line Total	DBX, INC. - Unit Price	DBX, INC. - Line Total
11	Number Streetlight Pole, Numbering material is provided by City.	EA	36	$1,440.00	$150.00	$5,400.00
12	Furnish and install NO. 5 Pull box Jensen CAT. NO.CYN20 for the box or Approved equal and Jensen CAT.NO.CYN16-61J or approved equal for cover with "COI ST LIGHT" and include numbering of pull boxes (numbering materials is provided by City)	EA	32	$31,296.00	$1,500.00	$48,000.00
13	Furnish and install NO. 6 Pull box Jensen CAT. NO.HT1730-B for the box or Approved equal and Jensen CAT.NO: HT1730-L11-01 or Approved equal for the cover for SCE	EA	1	$1,352.00	$2,800.00	$2,800.00
14	Furnish and install 3"PVC SCH 80 electrical conduit	LF	1600	$96,000.00	$59.00	$94,400.00
15	Furnish and install 3"PVC SCH 40 electrical conduit	LF	3000	$135,000.00	$59.00	$177,000.00
16	Furnish and install 1"PVC SCH 40 electrical conduit	LF	100	$4,000.00	$40.00	$4,000.00
17	Furnish and install 1 1/2"PVC SCH 40 electrical conduit	LF	420	$18,900.00	$75.00	$31,500.00
18	Furnish and Install 1/0 Stranded Aluminum XHHW Wire	LF	10000	$40,000.00	$3.70	$37,000.00
19	Furnish and Install #2 Stranded Aluminum XHHW Wire	LF	5000	$8,750.00	$3.00	$15,000.00
20	Furnish and Install #6 Aluminum XHHW Wire	LF	4440	$5,550.00	$3.00	$13,320.00
21	Furnish and Install 4-Way Secondary Bars (3 Connectors per HH) Utilco PED4-350SSP	EA	108	$36,180.00	$165.00	$17,820.00
22	Furnish and Install Burndy Insulated AL Service Entrance Compression Connector CAT NO: ES4W4W on neutral wire for each streetlight pole	EA	36	$540.00	$30.00	$1,080.00
23	Furnish and Install Metering Service Pedestal-Strongbox CSP-12016-10 or approved equal	EA	1	$9,500.00	$8,000.00	$8,000.00
24	Furnish and Install Metering Service Pedestal Foundation	EA	1	$3,025.00	$3,500.00	$3,500.00
25	Remove Existing Streetlight Pole, Mast Arm and Luminaire and transport to 208 S. Waddingham Way	EA	1	$620.00	$3,000.00	$3,000.00
26	Remove existing foundation	EA	1	$1,900.00	$3,500.00	$3,500.00
				$899,193.00		$918,412.00
				$899,193.00		**$918,412.00**

City of Industry
Bid Results for Project STREETLIGHT IMPROVEMENTS AT PROCTOR AVENUE FROM VALLEY BOULEVAR
Issued on 04/09/2025
Bid Due on May 29, 2025 10:00 AM (PDT)
Exported on 05/29/2025
Line Totals (Unit Price * Quantity)

Item No	Description	Unit of Measure	Qty	Alfaro Communications Construction,Inc. - Unit Price	Alfaro Communications Construction,Inc. - Line Total	Baker Electric & Renewables LLC - Unit Price
1	Mobilization/Demobilization	LS	1	$21,996.00	$21,996.00	$50,776.58
2	Preparation and Implementation of Erosion Control Plans	LS	1	$5,200.00	$5,200.00	$5,976.30
3	Traffic Control	LS	1	$20,150.00	$20,150.00	$25,700.00
4	Furnish and Install Streetlight Pole Foundation 2’ x 2’ x 4’6”	EA	34	$3,657.89	$124,368.26	$2,545.00
5	Furnish and Install Streetlight Pole Ameron IC128 With 12' Mastarm	EA	34	$6,446.38	$219,176.92	$7,850.00
6	Furnish Streetlight Pole Ameron IC128 with 12' Mastarm for spare parts – deliver at 208 S. Waddingham Way, City of Industry, CA 91789	EA	10	$6,609.20	$66,092.00	$6,200.00
7	Furnish and Install LED Type-III 4000K 110-Watt 120 Volt Cooper Lighting Cat No: ARCH-L-PA3-110-740-U-T3-AP-10MSP-PR7-10X or approved equal	EA	22	$1,144.59	$25,180.98	$970.27
8	Furnish and Install LED Type-III 4000K 140-Watt 120 Volt Cooper Lighting Cat No: ARCH-L-PA3-140-740-U-T3-AP-10MSP-PR7-10X or approved equal	EA	14	$1,098.50	$15,379.00	$970.01
9	Furnish and Install 10A Fuse Cooper Bussmann KTK-10 With Fuse Holder within each streetlight Pole's Handhole	EA	36	$217.24	$7,820.64	$88.51
10	Install, City furnished, Ubicquia Wireless Streetlight Controller (node) Model NO: UBC-30-0-1-NA-01-1-GY on each luminaire and work with Ubicquia to make Remote Monitoring System Functional	EA	36	$32.86	$1,182.96	$177.03

Item No	Description	Unit of Measure	Qty	Alfaro Communications Construction,Inc. - Unit Price	Alfaro Communications Construction,Inc. - Line Total	Baker Electric & Renewables LLC - Unit Price
11	Number Streetlight Pole, Numbering material is provided by City.	EA	36	$65.72	$2,365.92	$88.51
12	Furnish and install NO. 5 Pull box Jensen CAT. NO.CYN20 for the box or Approved equal and Jensen CAT.NO.CYN16-61J or approved equal for cover with "COI ST LIGHT" and include numbering of pull boxes (numbering materials is provided by City)	EA	32	$2,773.88	$88,764.16	$1,167.21
13	Furnish and install NO. 6 Pull box Jensen CAT. NO.HT1730-B for the box or Approved equal and Jensen CAT.NO: HT1730-L11-01 or Approved equal for the cover for SCE	EA	1	$2,093.00	$2,093.00	$1,510.92
14	Furnish and install 3"PVC SCH 80 electrical conduit	LF	1600	$43.28	$69,248.00	$55.00
15	Furnish and install 3"PVC SCH 40 electrical conduit	LF	3000	$43.28	$129,840.00	$45.00
16	Furnish and install 1"PVC SCH 40 electrical conduit	LF	100	$127.92	$12,792.00	$40.44
17	Furnish and install 1 1/2"PVC SCH 40 electrical conduit	LF	420	$62.93	$26,430.60	$52.00
18	Furnish and Install 1/0 Stranded Aluminum XHHW Wire	LF	10000	$2.46	$24,600.00	$5.23
19	Furnish and Install #2 Stranded Aluminum XHHW Wire	LF	5000	$1.49	$7,450.00	$1.70
20	Furnish and Install #6 Aluminum XHHW Wire	LF	4440	$3.31	$14,696.40	$1.19
21	Furnish and Install 4-Way Secondary Bars (3 Connectors per HH) Utilco PED4-350SSP	EA	108	$232.46	$25,105.68	$140.00
22	Furnish and Install Burndy Insulated AL Service Entrance Compression Connector CAT NO: ES4W4W on neutral wire for each streetlight pole	EA	36	$14.17	$510.12	$75.50
23	Furnish and Install Metering Service Pedestal-Strongbox CSP-12016-10 or approved equal	EA	1	$6,114.16	$6,114.16	$7,500.00
24	Furnish and Install Metering Service Pedestal Foundation	EA	1	$2,366.00	$2,366.00	$2,100.00
25	Remove Existing Streetlight Pole, Mast Arm and Luminaire and transport to 208 S. Waddingham Way	EA	1	$2,366.00	$2,366.00	$3,000.00
26	Remove existing foundation	EA	1	$2,366.00	$2,366.00	$2,500.00
					$923,654.80	
					$923,654.80	

City of Industry
Bid Results for Project STREETLIGHT IMPROVEMENTS AT PROCTOR AVENUE FROM VALLEY BOULEVAR
Issued on 04/09/2025
Bid Due on May 29, 2025 10:00 AM (PDT)
Exported on 05/29/2025
Line Totals (Unit Price * Quantity)

Item No	Description	Unit of Measure	Qty	Baker Electric & Renewables LLC - Line Total	International Line Builders, Inc. - Unit Price	International Line Builders, Inc. - Line Total
1	Mobilization/Demobilization	LS	1	$50,776.58	$48,510.00	$48,510.00
2	Preparation and Implementation of Erosion Control Plans	LS	1	$5,976.30	$5,665.00	$5,665.00
3	Traffic Control	LS	1	$25,700.00	$1,951.00	$1,951.00
4	Furnish and Install Streetlight Pole Foundation 2’ x 2’ x 4’6”	EA	34	$86,530.00	$1,507.00	$51,238.00
5	Furnish and Install Streetlight Pole Ameron IC128 With 12' Mastarm	EA	34	$266,900.00	$6,416.00	$218,144.00
6	Furnish Streetlight Pole Ameron IC128 with 12' Mastarm for spare parts – deliver at 208 S. Waddingham Way, City of Industry, CA 91789	EA	10	$62,000.00	$5,987.00	$59,870.00
7	Furnish and Install LED Type-III 4000K 110-Watt 120 Volt Cooper Lighting Cat No: ARCH-L-PA3-110-740-U-T3-AP-10MSP-PR7-10X or approved equal	EA	22	$21,345.94	$948.00	$20,856.00
8	Furnish and Install LED Type-III 4000K 140-Watt 120 Volt Cooper Lighting Cat No: ARCH-L-PA3-140-740-U-T3-AP-10MSP-PR7-10X or approved equal	EA	14	$13,580.14	$948.00	$13,272.00
9	Furnish and Install 10A Fuse Cooper Bussmann KTK-10 With Fuse Holder within each streetlight Pole's Handhole	EA	36	$3,186.36	$67.00	$2,412.00
10	Install, City furnished, Ubicquia Wireless Streetlight Controller (node) Model NO: UBC-30-0-1-NA-01-1-GY on each luminaire and work with Ubicquia to make Remote Monitoring System Functional	EA	36	$6,373.08	$5.00	$180.00

Item No	Description	Unit of Measure	Qty	Baker Electric & Renewables LLC - Line Total	International Line Builders, Inc. - Unit Price	International Line Builders, Inc. - Line Total
11	Number Streetlight Pole, Numbering material is provided by City.	EA	36	$3,186.36	$88.00	$3,168.00
12	Furnish and install NO. 5 Pull box Jensen CAT. NO.CYN20 for the box or Approved equal and Jensen CAT.NO.CYN16-61J or approved equal for cover with "COI ST LIGHT" and include numbering of pull boxes (numbering materials is provided by City)	EA	32	$37,350.72	$1,476.00	$47,232.00
13	Furnish and install NO. 6 Pull box Jensen CAT. NO.HT1730-B for the box or Approved equal and Jensen CAT.NO: HT1730-L11-01 or Approved equal for the cover for SCE	EA	1	$1,510.92	$1,510.00	$1,510.00
14	Furnish and install 3"PVC SCH 80 electrical conduit	LF	1600	$88,000.00	$70.00	$112,000.00
15	Furnish and install 3"PVC SCH 40 electrical conduit	LF	3000	$135,000.00	$57.00	$171,000.00
16	Furnish and install 1"PVC SCH 40 electrical conduit	LF	100	$4,044.00	$86.00	$8,600.00
17	Furnish and install 1 1/2"PVC SCH 40 electrical conduit	LF	420	$21,840.00	$37.00	$15,540.00
18	Furnish and Install 1/0 Stranded Aluminum XHHW Wire	LF	10000	$52,300.00	$7.00	$70,000.00
19	Furnish and Install #2 Stranded Aluminum XHHW Wire	LF	5000	$8,500.00	$5.00	$25,000.00
20	Furnish and Install #6 Aluminum XHHW Wire	LF	4440	$5,283.60	$4.00	$17,760.00
21	Furnish and Install 4-Way Secondary Bars (3 Connectors per HH) Utilco PED4-350SSP	EA	108	$15,120.00	$208.00	$22,464.00
22	Furnish and Install Burndy Insulated AL Service Entrance Compression Connector CAT NO: ES4W4W on neutral wire for each streetlight pole	EA	36	$2,718.00	$220.00	$7,920.00
23	Furnish and Install Metering Service Pedestal-Strongbox CSP-12016-10 or approved equal	EA	1	$7,500.00	$6,346.00	$6,346.00
24	Furnish and Install Metering Service Pedestal Foundation	EA	1	$2,100.00	$1,738.00	$1,738.00
25	Remove Existing Streetlight Pole, Mast Arm and Luminaire and transport to 208 S. Waddingham Way	EA	1	$3,000.00	$2,721.00	$2,721.00
26	Remove existing foundation	EA	1	$2,500.00	$11,105.00	$11,105.00
				$932,322.00		$946,202.00
				$932,322.00		**$946,202.00**

City of Industry
Bid Results for Project STREETLIGHT IMPROVEMENTS AT PROCTOR AVENUE FROM VALLEY BOULEVAR
Issued on 04/09/2025
Bid Due on May 29, 2025 10:00 AM (PDT)
Exported on 05/29/2025
Line Totals (Unit Price * Quantity)

Item No	Description	Unit of Measure	Qty	SERVITEK ELECTRIC, INC. - Unit Price	SERVITEK ELECTRIC, INC. - Line Total	Herman Weissker, Inc. - Unit Price
1	Mobilization/Demobilization	LS	1	$15,000.00	$15,000.00	$55,000.00
2	Preparation and Implementation of Erosion Control Plans	LS	1	$6,000.00	$6,000.00	$7,600.00
3	Traffic Control	LS	1	$15,000.00	$15,000.00	$21,270.00
4	Furnish and Install Streetlight Pole Foundation 2’ x 2’ x 4’6”	EA	34	$1,950.00	$66,300.00	$3,600.00
5	Furnish and Install Streetlight Pole Ameron IC128 With 12' Mastarm	EA	34	$6,941.00	$235,994.00	$2,130.00
6	Furnish Streetlight Pole Ameron IC128 with 12' Mastarm for spare parts – deliver at 208 S. Waddingham Way, City of Industry, CA 91789	EA	10	$6,796.00	$67,960.00	$1,021.00
7	Furnish and Install LED Type-III 4000K 110-Watt 120 Volt Cooper Lighting Cat No: ARCH-L-PA3-110-740-U-T3-AP-10MSP-PR7-10X or approved equal	EA	22	$1,296.00	$28,512.00	$119.00
8	Furnish and Install LED Type-III 4000K 140-Watt 120 Volt Cooper Lighting Cat No: ARCH-L-PA3-140-740-U-T3-AP-10MSP-PR7-10X or approved equal	EA	14	$1,296.00	$18,144.00	$119.00
9	Furnish and Install 10A Fuse Cooper Bussmann KTK-10 With Fuse Holder within each streetlight Pole's Handhole	EA	36	$316.00	$11,376.00	$252.00
10	Install, City furnished, Ubicquia Wireless Streetlight Controller (node) Model NO: UBC-30-0-1-NA-01-1-GY on each luminaire and work with Ubicquia to make Remote Monitoring System Functional	EA	36	$600.00	$21,600.00	$98.00

Item No	Description	Unit of Measure	Qty	SERVITEK ELECTRIC, INC. - Unit Price	SERVITEK ELECTRIC, INC. - Line Total	Herman Weissker, Inc. - Unit Price
11	Number Streetlight Pole, Numbering material is provided by City.	EA	36	$120.00	$4,320.00	$125.00
12	Furnish and install NO. 5 Pull box Jensen CAT. NO.CYN20 for the box or Approved equal and Jensen CAT.NO.CYN16-61J or approved equal for cover with "COI ST LIGHT" and include numbering of pull boxes (numbering materials is provided by City)	EA	32	$2,066.00	$66,112.00	$975.00
13	Furnish and install NO. 6 Pull box Jensen CAT. NO.HT1730-B for the box or Approved equal and Jensen CAT.NO: HT1730-L11-01 or Approved equal for the cover for SCE	EA	1	$3,634.00	$3,634.00	$1,250.00
14	Furnish and install 3"PVC SCH 80 electrical conduit	LF	1600	$38.00	$60,800.00	$108.00
15	Furnish and install 3"PVC SCH 40 electrical conduit	LF	3000	$37.00	$111,000.00	$103.00
16	Furnish and install 1"PVC SCH 40 electrical conduit	LF	100	$34.00	$3,400.00	$104.00
17	Furnish and install 1 1/2"PVC SCH 40 electrical conduit	LF	420	$35.00	$14,700.00	$84.00
18	Furnish and Install 1/0 Stranded Aluminum XHHW Wire	LF	10000	$6.00	$60,000.00	$5.75
19	Furnish and Install #2 Stranded Aluminum XHHW Wire	LF	5000	$6.00	$30,000.00	$6.00
20	Furnish and Install #6 Aluminum XHHW Wire	LF	4440	$6.00	$26,640.00	$5.00
21	Furnish and Install 4-Way Secondary Bars (3 Connectors per HH) Utilco PED4-350SSP	EA	108	$638.00	$68,904.00	$604.00
22	Furnish and Install Burndy Insulated AL Service Entrance Compression Connector CAT NO: ES4W4W on neutral wire for each streetlight pole	EA	36	$245.00	$8,820.00	$699.00
23	Furnish and Install Metering Service Pedestal-Strongbox CSP-12016-10 or approved equal	EA	1	$14,265.00	$14,265.00	$425.00
24	Furnish and Install Metering Service Pedestal Foundation	EA	1	$7,200.00	$7,200.00	$1,038.87
25	Remove Existing Streetlight Pole, Mast Arm and Luminaire and transport to 208 S. Waddingham Way	EA	1	$32,400.00	$32,400.00	$1,990.00
26	Remove existing foundation	EA	1	$13,308.00	$13,308.00	$51,000.00
					$1,011,389.00	
					$1,011,389.00	

City of Industry
Bid Results for Project STREETLIGHT IMPROVEMENTS AT PROCTOR AVENUE FROM VALLEY BOULEVAR
Issued on 04/09/2025
Bid Due on May 29, 2025 10:00 AM (PDT)
Exported on 05/29/2025
Line Totals (Unit Price * Quantity)

Item No	Description	Unit of Measure	Qty	Herman Weissker, Inc. - Line Total	Doty Bros Equipment Company - Unit Price	Doty Bros Equipment Company - Line Total
1	Mobilization/Demobilization	LS	1	$55,000.00	$43,077.00	$43,077.00
2	Preparation and Implementation of Erosion Control Plans	LS	1	$7,600.00	$19,836.00	$19,836.00
3	Traffic Control	LS	1	$21,270.00	$51,699.00	$51,699.00
4	Furnish and Install Streetlight Pole Foundation 2’ x 2’ x 4’6”	EA	34	$122,400.00	$1,978.00	$67,252.00
5	Furnish and Install Streetlight Pole Ameron IC128 With 12' Mastarm	EA	34	$72,420.00	$6,828.21	$232,159.14
6	Furnish Streetlight Pole Ameron IC128 with 12' Mastarm for spare parts – deliver at 208 S. Waddingham Way, City of Industry, CA 91789	EA	10	$10,210.00	$4,770.00	$47,700.00
7	Furnish and Install LED Type-III 4000K 110-Watt 120 Volt Cooper Lighting Cat No: ARCH-L-PA3-110-740-U-T3-AP-10MSP-PR7-10X or approved equal	EA	22	$2,618.00	$918.00	$20,196.00
8	Furnish and Install LED Type-III 4000K 140-Watt 120 Volt Cooper Lighting Cat No: ARCH-L-PA3-140-740-U-T3-AP-10MSP-PR7-10X or approved equal	EA	14	$1,666.00	$918.00	$12,852.00
9	Furnish and Install 10A Fuse Cooper Bussmann KTK-10 With Fuse Holder within each streetlight Pole's Handhole	EA	36	$9,072.00	$94.56	$3,404.16
10	Install, City furnished, Ubicquia Wireless Streetlight Controller (node) Model NO: UBC-30-0-1-NA-01-1-GY on each luminaire and work with Ubicquia to make Remote Monitoring System Functional	EA	36	$3,528.00	$125.00	$4,500.00

Item No	Description	Unit of Measure	Qty	Herman Weissker, Inc. - Line Total	Doty Bros Equipment Company - Unit Price	Doty Bros Equipment Company - Line Total
11	Number Streetlight Pole, Numbering material is provided by City.	EA	36	$4,500.00	$125.00	$4,500.00
12	Furnish and install NO. 5 Pull box Jensen CAT. NO.CYN20 for the box or Approved equal and Jensen CAT.NO.CYN16-61J or approved equal for cover with "COI ST LIGHT" and include numbering of pull boxes (numbering materials is provided by City)	EA	32	$31,200.00	$1,287.00	$41,184.00
13	Furnish and install NO. 6 Pull box Jensen CAT. NO.HT1730-B for the box or Approved equal and Jensen CAT.NO: HT1730-L11-01 or Approved equal for the cover for SCE	EA	1	$1,250.00	$1,812.00	$1,812.00
14	Furnish and install 3"PVC SCH 80 electrical conduit	LF	1600	$172,800.00	$103.00	$164,800.00
15	Furnish and install 3"PVC SCH 40 electrical conduit	LF	3000	$309,000.00	$101.00	$303,000.00
16	Furnish and install 1"PVC SCH 40 electrical conduit	LF	100	$10,400.00	$369.00	$36,900.00
17	Furnish and install 1 1/2"PVC SCH 40 electrical conduit	LF	420	$35,280.00	$308.00	$129,360.00
18	Furnish and Install 1/0 Stranded Aluminum XHHW Wire	LF	10000	$57,500.00	$3.95	$39,500.00
19	Furnish and Install #2 Stranded Aluminum XHHW Wire	LF	5000	$30,000.00	$4.44	$22,200.00
20	Furnish and Install #6 Aluminum XHHW Wire	LF	4440	$22,200.00	$4.19	$18,603.60
21	Furnish and Install 4-Way Secondary Bars (3 Connectors per HH) Utilco PED4-350SSP	EA	108	$65,232.00	$307.59	$33,219.72
22	Furnish and Install Burndy Insulated AL Service Entrance Compression Connector CAT NO: ES4W4W on neutral wire for each streetlight pole	EA	36	$25,164.00	$101.22	$3,643.92
23	Furnish and Install Metering Service Pedestal-Strongbox CSP-12016-10 or approved equal	EA	1	$425.00	$29.24	$29.24
24	Furnish and Install Metering Service Pedestal Foundation	EA	1	$1,038.87	$618.00	$618.00
25	Remove Existing Streetlight Pole, Mast Arm and Luminaire and transport to 208 S. Waddingham Way	EA	1	$1,990.00	$2,572.76	$2,572.76
26	Remove existing foundation	EA	1	$51,000.00	$2,982.00	$2,982.00
				$1,124,763.87		$1,307,600.54
				$1,124,763.87		**$1,307,600.54**

BID BOND

PROJECT NO. 534
STREETLIGHT IMPROVEMENTS AT PROCTOR AVENUE FROM VALLEY BOULEVARD TO TURNBULL CANYON ROAD AND NEWQUIST PLACE
CONTRACT NO. CITY-1534

KNOW ALL MEN BY THESE PRESENTS that we ASPLUNDH CONSTRUCTION, LLC as BIDDER, and FEDERAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of INDIANA, and duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto the City of Industry ("CITY"), in the penal sum of TEN PERCENT OF AMOUNT BID [IN WORDS] dollars ($ ------10%-----), which is 10 percent of the total amount bid by BIDDER to CITY for the above-stated project, for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit a bid to CITY for the above-stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by BIDDER in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of CITY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 16th day of April, 2025

BIDDER:

Name: ASPLUNDH CONSTRUCTION, LLC

Address: 7431 Walnut Ave.

Buena Park, CA 90621

By: Nicrcia Sellers

Signature: Nicrcia Sellers

Title: Assistant Secretary

SURETY:

Name: FEDERAL INSURANCE COMPANY

Address: 202B Hall's Mill Road

Whitehouse Station NJ 08889

By: Patricia A. Rambo

Signature: Patricia A Rambo

Title: Attorney-in-Fact

Note:

- **The signature on this form (Bid Bond, Page A-12) must be acknowledged before a Notary Public with an Acknowledgement Form attached.**
- **If any person is signing as attorney-in-fact, evidence of the authority for that must be attached as well.**

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Delaware corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Kimberly G. Sherrod and Babette Ward of Columbus, Ohio; Dana Donahue, Patricia Dorsaneo, Wayne G. McVaugh, Sara Owens, Patricia A. Rambo and Lori S. Shelton of Philadelphia, Pennsylvania; Cathy H. Ho and Justin Johnson of Pittsburgh, Pennsylvania; Annmarie Breene, Patrick Breene, and Joanne C. Wagner of Radnor, Pennsylvania

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **15th** day of **August, 2024.**

Rupert HD Swindells, Assistant Secretary

Warren Eichhorn, Vice President

STATE OF NEW JERSEY
County of Hunterdon SS.

On this **15th** day of **August, 2024** before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22,2027

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this APRIL 16, 2025

Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT - PRINCIPAL

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of NEW YORK

County of SUFFOLK

On April 22nd, 2025 before me, Alyssa L Sabel, Notary Public, personally appeared Marcia Sellers who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Pennsylvania that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ALYSSA L SABEL
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SA6408666
Qualified in Suffolk County
My Commission Expires 09-08-2028

Signature Alyssa L Sabel
Signature of Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of New Jersey

County of Camden

On April 16, 2025 before me, Dana L. Donahue, Notary Public, personally appeared Patricia A. Rambo who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New Jersey that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Dana L. Donahue
Signature of Notary Public

DANA L. DONAHUE
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES FEBRUARY 1, 2027
COMMISSION: #50184265

No. 5389

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE

SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY, *That, pursuant to the Insurance Code of the State of California,*

Federal Insurance Company

of Indianapolis, Indiana, organized under the laws of Indiana, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the 15th day of October, 1990, I have hereunto set my hand and caused my official seal to be affixed this 15th day of October, 1990.*

Fee $77.00
Rec. No. 542421
Filed 5/30/90

Roxani M. Gillespie
Insurance Commissioner

By

Victoria S. Sidbury
Deputy

Certification

I, Magnolia Gutierrez, the undersigned Insurance Commissioner of the State of California, do hereby certify that I have compared the above copy of Certificate of Authority with the duplicate of original now on file in my office, and that the same is a full, true, and correct transcript thereof, and of the whole of said duplicate, and said Certificate of Authority is now in full force and effect.

IN WITNESS WHEREOF, *I have set my hand and caused my official seal to be affixed this 9th day of June, 2017.*

Dave Jones
Insurance Commissioner

By *Magnolia Gutierrez*

FEDERAL INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

June 30, 2024

(in thousands)

ASSETS		*LIABILITIES AND SURPLUS TO POLICYHOLDERS*	
Cash, Cash Equivalents, and ST Investments	$ 279,440	Outstanding Losses and Loss Expenses	$ 10,187,786
United States Government, State and Municipal Bonds	3,234,824	Reinsurance Payable on Losses and Expenses	1,298,038
Other Bonds	8,361,556	Unearned Premiums	3,111,981
Stocks	300,279	Ceded Reinsurance Premiums Payable	420,312
Other Invested Assets	1,641,077	Other Liabilities	489,094
TOTAL INVESTMENTS	13,817,176	TOTAL LIABILITIES	15,507,211
Investments in Affiliates:		Capital Stock	20,980
Great Northern Ins. Co.	439,439	Paid-In Surplus	2,711,474
Vigilant Ins. Co.	386,470	Unassigned Funds	2,182,749
Chubb National Ins. Co.	201,672		
Chubb Indemnity Ins. Co.	184,756	SURPLUS TO POLICYHOLDERS	4,915,203
Chubb New Jersey Ins. Co.	40,989		
Chubb Lloyds Ins. Co. of Texas	6,079		
Other Affiliates	71,882		
Premiums Receivable	2,506,477		
Other Assets	2,767,494		
TOTAL ADMITTED ASSETS	$ 20,422,414	TOTAL LIABILITIES AND SURPLUS	$ 20,422,414

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners. At June 30, 2024, investments with a carrying value of $567,706,857 were deposited with government authorities as required by law.

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says that he is Senior Vice President of Federal Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 30 th day of June, 2024.

Sworn before me this September 11, 2024

Senior Vice President

Notary Public

August 8, 2027
My commission expires

Commonwealth of Pennsylvania - Notary Seal
Diane Wright, Notary Public
Philadelphia County
My commission expires August 8, 2027
Commission number 1235745
Member, Pennsylvania Association of Notaries

PLEASE NOTE THAT UNIT PRICES SHALL ONLY BE ENTERED ONLINE WITHIN THE PLANETBIDS™ SOFTWARE. BID SCHEDULE PAGES C-4 THROUGH C-12 ARE REQUIRED TO BE SUBMITTED AS A PDF UPLOAD VIA PLANETBIDS PER CHECKLIST ON PAGE B-6

SECTION C

BID SCHEDULE

FOR

CITY OF INDUSTRY
PROJECT NO. 534

STREETLIGHT IMPROVEMENTS AT PROCTOR AVENUE FROM VALLEY BOULEVARD TO TURNBULL CANYON ROAD AND NEWQUIST PLACE

CONTRACT NO. CITY-1534

BIDDER: Asplundh Construction, LLC.

Hereby proposes to construct the above-named project in accordance with the plans and specifications for the following prices:

SCHEDULE OF WORK ITEMS

NO.	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT PRICE	TOTAL
1.	Mobilization/Demobilization	1	LS		
2.	Preparation and Implementation of Erosion Control Plans	1	LS		
3.	Traffic Control	1	LS		
4.	Furnish and Install Streetlight Pole Foundation 2’ x 2’ x 4’6”	34	EA		
5.	Furnish and Install Streetlight Pole Ameron IC128 With 12' Mastarm	34	EA		
6.	Furnish Streetlight Pole Ameron IC128 with 12' Mastarm for spare parts – deliver at 208 S. Waddingham Way, City of Industry, CA 91789	10	EA		
7.	Furnish and Install LED Type-III 4000K 110-Watt 120 Volt Cooper Lighting Cat No: ARCH-L-PA3-110-740-U-T3-AP-10MSP-PR7-10X or approved equal	22	EA		
8.	Furnish and Install LED Type-III 4000K 140-Watt 120 Volt Cooper Lighting Cat No: ARCH-L-PA3-140-740-U-T3-AP-10MSP-PR7-10X or approved equal	14	EA		

NO.	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT PRICE	TOTAL
9.	Furnish and Install 10A Fuse Cooper Bussmann KTK-10 With Fuse Holder within each streetlight Pole's Handhole	36	EA		
10.	Install, City furnished, Ubicquia Wireless Streetlight Controller (node) Model NO: UBC-30-0-1-NA-01-1-GY on each luminaire and work with Ubicquia to make Remote Monitoring System Functional	36	EA		
11.	Number Streetlight Pole, Numbering material is provided by City.	36	EA		
12.	Furnish and install NO. 5 Pull box Jensen CAT. NO.CYN20 for the box or Approved equal and Jensen CAT.NO.CYN16-61J or approved equal for cover with "COI ST LIGHT" and include numbering of pull boxes (numbering materials is provided by City)	32	EA		
13.	Furnish and install NO. 6 Pull box Jensen CAT. NO.HT1730-B for the box or Approved equal and Jensen CAT.NO: HT1730-L11-01 or Approved equal for the cover for SCE	1	EA		
14.	Furnish and install 3"PVC SCH 80 electrical conduit	1,600	LF		
15.	Furnish and install 3"PVC SCH 40 electrical conduit	3,000	LF		
16.	Furnish and install 1"PVC SCH 40 electrical conduit	100	LF		
17.	Furnish and install 1 1/2"PVC SCH 40 electrical conduit	420	LF		
18.	Furnish and Install 1/0 Stranded Aluminum XHHW Wire	10,000	LF		
19.	Furnish and Install #2 Stranded Aluminum XHHW Wire	5,000	LF		
20.	Furnish and Install #6 Aluminum XHHW Wire	4,440	LF		

NO.	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT PRICE	TOTAL
21.	Furnish and Install 4-Way Secondary Bars (3 Connectors per HH) Utilco PED4-350SSP	108	EA		
22.	Furnish and Install Burndy Insulated AL Service Entrance Compression Connector CAT NO: ES4W4W on neutral wire for each streetlight pole	36	EA		
23.	Furnish and Install Metering Service Pedestal-Strongbox CSP-12016-10 or approved equal	1	EA		
24.	Furnish and Install Metering Service Pedestal Foundation	1	EA		
25.	Remove Existing Streetlight Pole, Mast Arm and Luminaire and transport to 208 S. Waddingham Way	1	EA		
26.	Remove existing foundation	1	EA		
GRAND TOTAL					

I hereby certify that on April 22nd, 2025, Nickkia Sellers (Print Name) examined the site of the proposed work, and the undersigned, fully understands the scope of work and has checked carefully all words and figures inserted in the Bid Schedule.

By:

Asplundh Construction, LLC.
CONTRACTOR NAME

alederman@asplundh.com
EMAIL ADDRESS

1000052788
DIR #

Nickkia Sellers
PRINT NAME

Nickkia Sellers
SIGNATURE

BID RESULTS

CITY OF INDUSTRY
PROJECT NO. 534

STREETLIGHT IMPROVEMENTS AT PROCTOR AVENUE FROM VALLEY BOULEVARD TO TURNBULL CANYON ROAD AND NEWQUIST PLACE

CONTRACT NO. CITY-1534

PLEASE NOTE: This page was intentionally left blank. After the bid has been awarded, it will be replaced with the awardee's Bid Results from PlanetBids™

BIDDER'S INFORMATION SHEET

- **Receipt of any addenda shall be acknowledged only online through the PlanetBids™ software.**

RETENTION MONEY OPTION: Please initial **one** of the following options.

_____ (Initials) 1. I will provide securities (escrow account) in lieu of monies to be withheld to ensure performance under the contract as per Section D63, General Provisions.

AL (Initials) 2. I will not provide securities in lieu of monies to ensure performance under the contract. I understand retention will be held by the City of Industry per Section D22, General Provisions.

The undersigned, as bidder, declares as follows:

1. The only persons or parties interested in this proposal as principals are those named herein;

2. This proposal is made without collusion with any other person, firm or corporation;

3. We have carefully examined the location of the proposed work, the attached proposed form of contract, and the plans therein referred to; and

4. We propose and agree, if this Proposal is accepted, that we will contract with the City of Industry in the form of the copy of the contract attached hereto;

5. We will provide all necessary machinery, tools, apparatus and other means of construction and/or maintenance;

6. We will do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the CITY Engineer as therein set forth; and

7. This bid is sufficient to allow us to comply with all applicable local, state, and federal laws or regulations governing the labor or services to be provided; and

8. We will take in full payment therefore in the amounts shown on the Bid Schedule.

IN WITNESS WHEREOF, Bidder executes and submits this proposal with the names, titles, hands, and seals of all aforenamed principals this 22nd day of April, 20 25.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made hereto are true and correct.

Asplundh Construction, LLC.	Nickkia Sellers
Bidder	Signature
7431 Walnut Ave	Nickkia Sellers
Mailing Address	Print Name
Buena Park, CA 90620	Assistant Secretary
City/State/Zip	Title
(562) 509-7939	1028802 / A, C10, C-61/D31
Telephone	License No./Class
( ) N/A	07/31/2025
Fax	Expiration Date

Select **one** of the following: The Bidder is a:

☐Partnership

☑~~Corporation~~ LLC.

☐Individual

The names of all persons, firms or corporations interested in this bid are: (See Section B, Page B-2, Item 4 - Signature of Bid).

AFFIX CORPORATE SEAL

See attached Officer's List

Note:

- **The signature on this form (Bidders Information Sheet, Pages C-8 and C-9) must be acknowledged before a Notary Public with an Acknowledgement Form attached.**
- **If any person is signing as attorney-in-fact, evidence of the authority for that must be attached as well.**

ASPLUNDH CONSTRUCTION, LLC

(New York Limited Liability Company)

OFFICERS

Sr. Vice President	Michael A. Forrest
Vice President	Brent D. Asplundh
Vice President/ Chief Financial Officer/ Treasurer	Andrea E. Moseley
Vice President/ General Counsel/Secretary	Peter M. Macaluso
Vice President	David G. McGinley
Vice President	Kenton D. Eatherton
Vice President	James A. McNulty
Vice President	Ronald J. Soucy
Assistant Secretary	Laurence P. Finnegan, IV
Assistant Secretary	Nickkia S. Sellers
Assistant Secretary	Gregory E. Staton
Asst. Secretary (Title Clerk)	Farrukh Rafiq
Asst. Secretary (Title Clerk)	Joseph A. Zito, III
Asst. Secretary (Ins./Bonds)	Ann P. Ercolani
Asst. Treasurer (Taxes)	Ronald S. Simpson

DIRECTORS

Brent D. Asplundh
Matthew B. Asplundh
Steven G. Asplundh

Updated: April 2, 2025

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of New York

County of Suffolk

On 4/22/2025 before me, Alyssa L. Sabel, Notary Public, personally appeared Nicole Sellers who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ALYSSA L SABEL
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SA6408666
Qualified in Suffolk County
My Commission Expires 09-08-2028

Signature Alyssa L Sabel
Signature of Notary Public

CONTRACTOR'S LICENSE AFFIDAVIT

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

CITY OF INDUSTRY
PROJECT NO. 534

STREETLIGHT IMPROVEMENTS AT PROCTOR AVENUE FROM VALLEY BOULEVARD TO TURNBULL CANYON ROAD AND NEWQUIST PLACE

CONTRACT NO. CITY-1534

Nickkia Sellers, being first duly sworn, deposes and says that
Name

he or she is Assistant Secretary, of Asplundh Construction, LLC.,
Title Name of Firm

1028802 A, C10, C-61/D31
License Number Classification

07/31/2025
Expiration Date

The party making the foregoing bid, is a licensed contractor and understands the information shown above shall be included with the bid, and understands that any bid not containing this information, or if this information is subsequently proven to be false, shall be considered non-responsive and shall be rejected by the CITY OF INDUSTRY.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

4/22/2025 Nickkia Sellers
DATE SIGNATURE

Note:

- **The signature on this form (Contractor's License Affidavit, Page C-10) must be acknowledged before a Notary Public with an Acknowledgement Form attached.**
- **If any person is signing as attorney-in-fact, evidence of the authority for that must be attached as well.**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of NEW YORK

County of SUFFOLK

On 4/22/2025 before me, Alyssal Sabel, Notary Public, personally appeared Nicole Sellers who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ALYSSA L SABEL
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SA6408666
Qualified in Suffolk County
My Commission Expires 09-08-2028

Signature Alyssa L Sabel
Signature of Notary Public

BIDDER'S LIST OF CONSTRUCTION TRADES

In submitting this bid for the following project:

CITY OF INDUSTRY
PROJECT NO. 534

STREETLIGHT IMPROVEMENTS AT PROCTOR AVENUE FROM VALLEY BOULEVARD TO TURNBULL CANYON ROAD AND NEWQUIST PLACE

CONTRACT NO. CITY-1534

Asplundh Construction, LLC. certifies that:
Bidder

The following listed construction trades will be used in the work.

☐ ASBESTOS	☐ BOILERMAKER	☐ BRICKLAYERS	☐ CARPENTERS
☐ CARPET/LINOLEUM	☐ CEMENT MASONS	☐ DRYWALL FINISHER	☐ DRYWALL/LATHERS
☑ ELECTRICIANS	☐ ELEVATOR MECHANIC	☐ GLAZIERS	☐ IRON WORKERS
☑ LABORERS	☐ MILLWRIGHTS	☐ OPERATING ENG	☐ PAINTERS
☐ PILE DRIVERS	☐ PIPE TRADES	☐ PLASTERERS	☐ ROOFERS
☐ SHEET METAL	☐ SOUND/COMM	☐ SURVEYORS	☐ TEAMSTER
☐ TILE WORKERS			

Signature of Authorized
Representative of Bidder

NON-COLLUSION DECLARATION

CITY OF INDUSTRY
PROJECT NO. 534

STREETLIGHT IMPROVEMENTS AT PROCTOR AVENUE FROM VALLEY BOULEVARD TO TURNBULL CANYON ROAD AND NEWQUIST PLACE

CONTRACT NO. CITY-1534

CONTRACTOR:
Asplundh Construction, LLC.

BUSINESS ADDRESS:
7431 Walnut Ave

Buena Park, CA 90620

In submitting this bid for the project:

I, Nickkia Sellers (Name), state that I have not directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the project.

I do hereby certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at Yaphank, NY ~~California~~, this 22nd day of April, 2025.

Nickkia Sellers
SIGNATURE

Note:

- **The signature on this form (Non-Collusion Declaration, Page C-12) must be acknowledged before a Notary Public with an Acknowledgement Form attached.**
- **If any person is signing as attorney-in-fact, evidence of the authority for that must be attached as well.**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of New York

County of Suffolk

On 4/22/2025 before me, Alyssa L. Sabel, Notary Public, personally appeared Nicole Sellers who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ALYSSA L SABEL
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SA6408666
Qualified in Suffolk County
My Commission Expires 09-08-2028

Signature Alyssa L Sabel
Signature of Notary Public

SUBCONTRACTORS LISTING

CITY OF INDUSTRY
PROJECT NO. 534

STREETLIGHT IMPROVEMENTS AT PROCTOR AVENUE FROM VALLEY BOULEVARD TO TURNBULL CANYON ROAD AND NEWQUIST PLACE

CONTRACT NO. CITY-1534

(See Paragraph 14 - Instructions to Bidders)

- **Please note that all subcontractors are to be inputted online only using the PlanetBids™ Subcontractor module.**

SUBCONTRACTOR'S LIST OF CONSTRUCTION TRADES

In submitting this bid for the following project:

CITY OF INDUSTRY
PROJECT NO. 534

STREETLIGHT IMPROVEMENTS AT PROCTOR AVENUE FROM VALLEY BOULEVARD TO TURNBULL CANYON ROAD AND NEWQUIST PLACE

CONTRACT NO. CITY-1534

Subcontractor: California Boring, Inc

1000004237
Certificate No. (PWC Registration No.)

6/30/2025
Expiration Date

926968
License No.

1/31/2027
Expiration Date

Certifies:

The following construction trades will be used in the work (Please check all that apply):

☐ ASBESTOS	☐ BOILERMAKER	☐ BRICKLAYERS	☐ CARPENTERS
☐ CARPET/LINOLEUM	☐ CEMENT MASONS	☐ DRYWALL FINISHER	☐ DRYWALL/LATHERS
☐ ELECTRICIANS	☐ ELEVATOR MECHANIC	☐ GLAZIERS	☐ IRON WORKERS
☑ LABORERS	☐ MILLWRIGHTS	☐ OPERATING ENG	☐ PAINTERS
☐ PILE DRIVERS	☐ PIPE TRADES	☐ PLASTERERS	☐ ROOFERS
☐ SHEET METAL	☐ SOUND/COMM	☐ SURVEYORS	☐ TEAMSTER
☐ TILE WORKERS			

Signature of Authorized
Representative of Subcontractor

NOTE: THIS FORM MUST BE COMPLETED FOR EACH SUBCONTRACTOR LISTED IN PLANETBIDS™

CONTRACTOR REFERENCE VERIFICATION

CITY OF INDUSTRY
PROJECT NO. 534

STREETLIGHT IMPROVEMENTS AT PROCTOR AVENUE FROM VALLEY BOULEVARD TO TURNBULL CANYON ROAD AND NEWQUIST PLACE

CONTRACT NO. CITY-1534

CONTRACTOR: Asplundh Construction, LLC.

Company: City of Anaheim
Address: 201 S. Anaheim Blvd., Anaheim, CA 92805
Contact Name: Vinh Tran
Title: Electrical Capital Projects Manager
Phone Number: (714) 765 - 4273

Email: Tran@anaheim.net
Project Description: MA#09 Streetlight Improvements

Date of Completion: June 2023 *Awarded $ amount:* $550,322.76
Comments:

Company: City of Anaheim
Address: 201 S. Anaheim Blvd., Anaheim, CA 92805
Contact Name: Vinh Tran
Title: Electrical Capital Projects Manager
Phone Number: (714) 765 - 4273

Email: Tran@anaheim.net
Project Description: UD#65 Underground Utility District Phase 2 Sycamore Underground 12kV Distribution Systems, Streetlight Installation, Service Conversions and Removal of Overhead Facilities.

Date of Completion: June 2024 *Awarded $ amount:* $11,755,963.38
Comments:

Company: City of Anaheim

Address: 201 S. Anaheim Blvd.,
Anaheim, CA 92805

Contact Name: Vinh Tran

Title: Electrical Capital Projects Manager

Phone Number:

Email: Tran@anaheim.net

Project Description: UD#67 Underground Utility District
Underground 12kV Distribution Systems, Streetlight Installation, Service Conversions
and Removal of Overhead Facilities.

Date of Completion: July 2024 *Awarded $ amount:* $10,463,595.46

Comments:

City of Industry

Bid Results for Project STREETLIGHT IMPROVEMENTS AT PROCTOR AVENUE FROM VALLEY BOULEVARD TO TURNBULL CANYON ROAD AND NEWQUIST PLACE (CITY-1534)
Issued on 04/09/2025
Bid Due on May 29, 2025 10:00 AM (PDT)
Exported on 05/29/2025
Line Totals (Unit Price * Quantity)

Item No	Description	Unit of Measure	Qty	Asplundh Construction, LLC - Unit Price	Asplundh Construction, LLC - Line Total
1	Mobilization/Demobilization	LS	1	$10,000.00	$10,000.00
2	Preparation and Implementation of Erosion Control Plans	LS	1	$1,278.00	$1,278.00
3	Traffic Control	LS	1	$1,970.25	$1,970.25
4	Furnish and Install Streetlight Pole Foundation 2’ x 2’ x 4’6”	EA	34	$1,436.81	$48,851.54
5	Furnish and Install Streetlight Pole Ameron IC128 With 12' Mastarm	EA	34	$5,874.10	$199,719.40
6	Furnish Streetlight Pole Ameron IC128 with 12' Mastarm for spare parts – deliver at 208 S. Waddingham Way, City of Industry, CA 91789	EA	10	$5,924.60	$59,246.00
7	Furnish and Install LED Type-III 4000K 110-Watt 120 Volt Cooper Lighting Cat No: ARCH-L-PA3-110-740-U-T3-AP-10MSP-PR7-10X or approved equal	EA	22	$955.35	$21,017.70
8	Furnish and Install LED Type-III 4000K 140-Watt 120 Volt Cooper Lighting Cat No: ARCH-L-PA3-140-740-U-T3-AP-10MSP-PR7-10X or approved equal	EA	14	$957.59	$13,406.26
9	Furnish and Install 10A Fuse Cooper Bussmann KTK-10 With Fuse Holder within each streetlight Pole's Handhole	EA	36	$85.91	$3,092.76
10	Install, City furnished, Ubicquia Wireless Streetlight Controller (node) Model NO: UBC-30-0-1-NA-01-1-GY on each luminaire and work with Ubicquia to make Remote Monitoring System Functional	EA	36	$469.55	$16,903.80

Item No	Description	Unit of Measure	Qty	Asplundh Construction, LLC - Unit Price	Asplundh Construction, LLC - Line Total
11	Number Streetlight Pole, Numbering material is provided by City.	EA	36	$90.41	$3,254.76
12	Furnish and install NO. 5 Pull box Jensen CAT. NO.CYN20 for the box or Approved equal and Jensen CAT.NO.CYN16-61J or approved equal for cover with "COI ST LIGHT" and include numbering of pull boxes (numbering materials is provided by City)	EA	32	$817.92	$26,173.44
13	Furnish and install NO. 6 Pull box Jensen CAT. NO.HT1730-B for the box or Approved equal and Jensen CAT.NO: HT1730-L11-01 or Approved equal for the cover for SCE	EA	1	$1,599.63	$1,599.63
14	Furnish and install 3"PVC SCH 80 electrical conduit	LF	1600	$50.32	$80,512.00
15	Furnish and install 3"PVC SCH 40 electrical conduit	LF	3000	$70.80	$212,400.00
16	Furnish and install 1"PVC SCH 40 electrical conduit	LF	100	$80.95	$8,095.00
17	Furnish and install 1 1/2"PVC SCH 40 electrical conduit	LF	420	$40.80	$17,136.00
18	Furnish and Install 1/0 Stranded Aluminum XHHW Wire	LF	10000	$2.27	$22,700.00
19	Furnish and Install #2 Stranded Aluminum XHHW Wire	LF	5000	$1.76	$8,800.00
20	Furnish and Install #6 Aluminum XHHW Wire	LF	4440	$2.02	$8,968.80
21	Furnish and Install 4-Way Secondary Bars (3 Connectors per HH) Utilco PED4-350SSP	EA	108	$103.86	$11,216.88
22	Furnish and Install Burndy Insulated AL Service Entrance Compression Connector CAT NO: ES4W4W on neutral wire for each streetlight pole	EA	36	$155.67	$5,604.12
23	Furnish and Install Metering Service Pedestal-Strongbox CSP-12016-10 or approved equal	EA	1	$9,066.35	$9,066.35
24	Furnish and Install Metering Service Pedestal Foundation	EA	1	$1,689.09	$1,689.09
25	Remove Existing Streetlight Pole, Mast Arm and Luminaire and transport to 208 S. Waddingham Way	EA	1	$2,952.18	$2,952.18
26	Remove existing foundation	EA	1	$3,005.43	$3,005.43
				Subtotal	$798,659.39
				Total	**$798,659.39**

CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 1028802

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 6/17/2025 11:47:22 AM

Business Information

ASPLUNDH CONSTRUCTION LLC
708 BLAIR MILL ROAD
WILLOW GROVE, PA 19090
Business Phone Number:(215) 784-4241

Entity Ltd Liability
Issue Date 07/10/2017
Expire Date **07/31/2027**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- C10 - ELECTRICAL
- A - GENERAL ENGINEERING
- C-61 / D31 - POLE INSTALLATION AND MAINTENANCE

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA.
Bond Number: 107483576
Bond Amount: $25,000
Effective Date: 01/01/2023
Contractor's Bond History

LLC EMPLOYEE/WORKER BOND

This license filed a LLC Employee/Worker Bond with TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA.
Bond Number: 107483577
Bond Amount: $100,000
Effective Date: 08/30/2021
LLC Employee/Worker Bond History

Bond of Qualifying Individual

This license filed Bond of Qualifying Individual number **106756532** for KENTON DEAN EATHERTON in the amount of **$25,000** with TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA.
Effective Date: 01/01/2023
BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the XL INSURANCE AMERICA INC
Policy Number:RWD300135807
Effective Date: 08/01/2024
Expire Date: 08/01/2025
Workers' Compensation History

Workers' compensation classification code(s):
6325 - Conduit Construction/Underground Wiring
7538 - Electric Power Line Construction
8601 - Description Unavailable

For a description of the workers' compensation classification code(s) listed for this licensee, contact the licensee's insurance carrier. Contact information for the licensee's insurer is available by clicking the insurer link above. Classification codes are also available on the Workers' Compensation Insurance Rating Bureau's classification search page.

The board does not verify or investigate the accuracy of classification codes displayed.

Liability Insurance Information

This license has liability insurance with GREENWICH INSURANCE COMPANY
Policy Number: RGD300136207
Amount: $2,000,000
Effective Date: 08/01/2024
Expiration Date: 08/01/2025
Liability Insurance History

Other

- Personnel listed on this license (current or disassociated) are listed on other licenses.

Copyright © 2025 State of California

1000052788 - ASPLUNDH CONSTRUCTION LLC

Customer Account Lookup

PWCR

1000052788

Contractor Status

DIR Approved

CSLB

Business Phone

7148835377

Ext

Registration Start Date

2024-07-01

Legal Entity Name

ASPLUNDH CONSTRUCTION LLC

Doing Business As (DBA)

Asplundh Construction

Business Structure

-- None --

President

Mike Forrest

Email

trussell4@asplundh.com

Registration End Date

2025-06-30

Crafts

Electrical Utility Lineman | Electrician

Address

Mailing Address

7431 Walnut Ave

Mailing Address - City

Buena Park

Mailing Address - State

CA

Mailing Address - Zip

90620

Mailing Address - Country

United States

Physical Address

7431 Walnut Ave

Physical Address - City

Buena Park

Physical Address - State

CA

Physical Address - Zip

90620

Physical Address - Country

Related Lists

Registration Dates 8

Copyright 2024 State of California

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
City of Industry, CA 91744

Project Title: CITY-1534 Street Light Improvements at Proctor Avenue from Valley Boulevard to Turnbull Canyon Road and Newquist Place

Project Location - Specific: Proctor Avenue from Valley Boulevard to Turnbull Canyon Road and Newquist Place

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

Description of Project: This project is for the installation of streetlight poles with mast arms, conduit, pole foundations, luminaries, metering pedestals, 600-Volt cables, numbering of poles and handholes, Ubicquia Wireless Controller (nodes) for remote monitoring of streetlights, fuses, and connectors to make complete streetlight functional along Proctor Avenue and Newquist Place. This work is to make the complete streetlight system functional for public safety at night.

Name of Public Agency Approving Project: City of Industry

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

Exempt Status: *(check one)*

☐ Ministerial (Sec. 21080(b)(1); 15268);

☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));

☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));

☑ Categorical Exemption. *State type and section number:* 15301 Class 1, minor alterations of existing public facilities

☐ Statutory Exemptions. *State code number:*

Reasons why project is exempt: The proposed project is exempt from the California Environmental Quality Act ("CEQA") per Section 15301 Class 1, minor alterations to existing public facilities, involving negligible and no expansion of existing or former use. This project is for the installation of streetlight poles with mast arms, conduit, pole foundations, luminaries, metering pedestals, 600-Volt cables, numbering of poles and handholes, Ubicquia Wireless Controller (nodes) for remote monitoring of streetlights, fuses, and connectors to make complete streetlight functional along Proctor Avenue and Newquist Place. This work is to make the complete streetlight system functional for public safety at night

Lead Agency

Contact Person**:** Mathew Hudson Telephone: (626) 333-2211

Signature: _____ Date: June 26, 2025

Title: Director of Public Works

ITEM NO. 6.16

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Sam Pedroza, Asst. City Manager

DATE: June 26, 2025

SUBJECT: Consideration of Resolution No. CC 2025-27 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING DONATIONS TO NINE NON-PROFIT ORGANIZATIONS AND PUBLIC AGENCIES FOR AMOUNTS UP TO FIVE THOUSAND DOLLARS ($5,000.00) EACH, THROUGH JUNE 30, 2026

Background:

Periodically, the City receives requests from non-profit organizations and public agencies for funding assistance to support programs and services that serve a public purpose in the local community. The City maintains excellent relationships with many of the organizations it has supported in the past and therefore continues to provide support on an annual basis.

Discussion:

Staff has identified nine (9) organizations and public agencies in the San Gabriel Valley that the City supports annually for $5,000.00 or under. In an effort to establish a more streamlined and efficient approach to partnering with these entities, Staff is proposing Resolution No. CC 2025-27, approving donations to the following organizations and public agencies for amounts up to five thousand dollars ($5,000.00) each, through June 30, 2026:

1. San Gabriel Valley Coalition for the Homeless (donated $5,000.00 in 2024 and $20,000.00 in 2025)
2. Los Angeles Regional Food Bank (donated $5,000.00 in 2024)
3. The Learning Centers at Fairplex (donated $2,500 in 2025)
4. Pacific Crest Youth Arts Organization (donated $5,000.00 in 2024 and $10,000.00 in 2025)
5. San Gabriel Valley LGBTQ Center (donated $2,500.00 to City of La Puente in 2024 due to the Center's pending status as a non-profit organization)

6. La Puente Valley Women's Club (donated $2,500.00 in 2024)
7. City of Hope (donated $2,500.00 in 2024)
8. La Puente Valley Historical Society (donated $2,000.00 in 2024)
9. Hacienda La Puente Unified School District (donated $5,000.00 for its Gift Card Program in 2024 and $300 for scholarships in 2025 under the City Manager's authority to authorize donations up to $1,000.00 per entity)

In the event that any of the nine (9) entities listed above request a subsequent donation that would exceed their total allowed amount of $5,000.00, a second donation could be authorized under the City Manager's authority, provided it is within the $1,000.00 limit. Otherwise, the request will be submitted for City Council consideration.

Fiscal Impact:

In the Fiscal Year 2025/26 budget, $371,000.00 was approved for Donations for Community Promotions and Economic Development. No appropriations are required at this time (Account No. 100-621-5602).

Recommendation:

Staff recommends that the City Council adopt Resolution No. CC 2025-27.

Exhibits:

1. Resolution No. CC 2025-27

RESOLUTION NO. CC 2025-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING DONATIONS TO NINE NON-PROFIT ORGANIZATIONS AND PUBLIC AGENCIES FOR AMOUNTS UP TO FIVE THOUSAND DOLLARS ($5,000.00) EACH, THROUGH JUNE 30, 2026

RECITALS

WHEREAS, periodically, the City receives requests from non-profit organizations and public agencies for funding assistance to support programs and services that serve a public purpose in the local community; and

WHEREAS, the City maintains excellent relationships with many of the organizations it has supported in the past and therefore continues to provide support on an annual basis; and

WHEREAS, Staff has identified the following nine (9) organizations and public agencies in the San Gabriel Valley that the City supports annually for $5,000.00 or under:

1. San Gabriel Valley Coalition for the Homeless
2. Los Angeles Regional Food Bank
3. The Learning Centers at Fairplex
4. Pacific Crest Youth Arts Organization
5. San Gabriel Valley LGBTQ Center
6. La Puente Valley Women's Club
7. City of Hope
8. La Puente Valley Historical Society
9. Hacienda La Puente Unified School District

WHEREAS, in an effort to establish a more streamlined and efficient approach to partnering with these entities, Staff is proposing to approve donations to these nine (9) organizations and public agencies for amounts up to five thousand dollars ($5,000.00) each, through June 30, 2026; and

WHEREAS, in the event that any of the nine (9) entities listed above request a subsequent donation that would exceed their total allowed amount of $5,000.00, a second donation could be authorized under the City Manager's authority, provided it is within the $1,000.00 limit. Otherwise, the request will be submitted for City Council consideration; and

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

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

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

SECTION 2: The City's donation serves a public purpose in that non-profit organizations and public agencies throughout the San Gabriel Valley support the community by providing programs and services that make positive impacts on the community's members.

SECTION 3: The City Council hereby approves donations to nine non-profit organizations and public agencies for amounts up to Five Thousand Dollars ($5,000.00) each, through June 30, 2026.

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

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

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on June 26, 2025, by the following vote:

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

_____
Cory C. Moss, Mayor

ATTEST:

_____
Julie Gutierrez-Robles, City Clerk

ITEM NO. 7.1

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: June 26, 2025

SUBJECT: Consideration of Appointment for One (1) Upcoming Vacant Seat on the Industry Property and Housing Management Authority

---

Background:

In accordance with Article II. General Provisions, Section 2.03, Board of Directors, of the City of Industry Property and Housing Management Authority Joint Exercise of Powers Agreement, amended under Resolution No. CC 2018-43, the Authority consists of five (5) Directors, with four (4) Board members appointed by the City Council and one (1) appointed by CRIA. Each member serves a term of four (4) years.

Discussion:

At this time, there is one (1) upcoming vacant seat on the Industry Property and Housing Management Authority. The seats are appointed by the City Council and one (1) by the CRIA Board for a term of four (4) years. To fill the vacancy, the City Clerk issued a notice of vacancy on May 2, 2025, inviting applications for the open seat. Applications were submitted by the following people:

- Tim Seal
- Timothy O'Gorman
- Marian Kane

The applications are attached to this staff report.

Fiscal Impact:

No Fiscal Impact

Recommendation:

Discuss and make appointments to the Industry Property and Housing Management Authority and/or provide additional direction to Staff.

Exhibits:

1. IPHMA Applications

CITY OF INDUSTRY

CITY OF INDUSTRY

APPLICATION FOR CITY COMMISSION, AUTHORITY, OR ADVISORY COMMITTEE

To: The Honorable Mayor and Members of the City Council

Please accept this correspondence as my formal interest in serving on the City of Industry Property + Housing Management Authority.

I very much appreciate your consideration.

Sincerely,

MARIAN KANE
Print your name

25679 Hyperion Ct, Murrieta CA 92562
Address

949-280-6249
Phone Number

M.KANE1@outlook.com
Email Address

Marian Kane
Signature

5/21/2025
Date

TO: Mayor Cory Moss, Mayor Pro Tem Michael Greubel, Council Members Mark Radecki, Newell Ruggles and Steve Marcucci

FROM: Marian Kane
DATE: May 21, 2025

SUBJECT: Vacancies for IPHMA and CRIA Boards

I would like to express my interest in serving as a board member on the Industry Property and Housing Management Authority. I am no longer a City employee, but I would welcome the opportunity to serve the City in some capacity.

I became a City employee in July 2008 answering the phones and became the secretary to the City Engineer in 2009 until I retired in December 2016. In July of 2018, I returned as a part-time retiree assisting in various departments such as Planning, Engineering, the City Clerk's office and Accounting.

I was very fortunate to become a City resident located at 20137 E. Walnut Drive South from January 2009 to December 2016. It was a privilege to live in a City-owned home and I maintained the home as if it were my own. As a prior resident, I feel confident that I could be a valuable asset serving on the IPHMA board, but I would also like to be considered for a position on CRIA as well.

Thank you for your time and I hope to be considered for a position that would best serve the City.

Respectfully submitted,

Marian Kane

Marian Kane

CITY OF INDUSTRY

CITY OF INDUSTRY

APPLICATION FOR CITY COMMISSION, AUTHORITY, OR ADVISORY COMMITTEE

To: The Honorable Mayor and Members of the City Council

Please accept this correspondence as my formal interest in serving on the City of Industry Property and Housing Management Auth.

I very much appreciate your consideration.

Sincerely,

Tim Seal

Print your name

Phone Number

Tim.Seale@dhaven.com

Email Address

Signature

5/2/25

Date

CITY OF INDUSTRY

CITY OF INDUSTRY

APPLICATION FOR CITY COMMISSION, AUTHORITY, OR ADVISORY COMMITTEE

To: The Honorable Mayor and Members of the City Council

Please accept this correspondence as my formal interest in serving on the City of Industry Property and Housing Management Authority.

I very much appreciate your consideration.

Sincerely,

Timothy O'Gorman
Print your name

Phone Number

timo@circomp.com
Email Address

Signature

05/01/2025
Date