



CITY COUNCIL REGULAR MEETING AGENDA

AUGUST 28, 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: 260 258 287 014 6

Meeting Passcode: 8x2Fd3zj

Or call in (audio only)

+1 657-204-3264,

Phone Conference ID: 936 963 268#

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 - Introduction of Ed Reece, the 2025 President of the San Gabriel Valley Council of Governments**
6. **CONSENT CALENDAR**
 - 6.1. Consideration of the Register of Demands for August 28, 2025
RECOMMENDED ACTION: Approve the Register of Demands and authorize the appropriate City Officials to pay the bills.
 - 6.2. Consideration of Resolution No. CC 2025-32 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO THE LAND OF THE FREE FOUNDATION, IN THE AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), FOR THE 2025 VETERANS DAY GOLF CLASSIC
RECOMMENDED ACTION: Adopt Resolution No. CC 2025-32.
 - 6.3. Consideration of a License Agreement with Jesus Rodriguez for access to the lot located at 100 North Hacienda Boulevard to utilize for the sale of Christmas Trees
RECOMMENDED ACTION: Approve the License Agreement
 - 6.4. Consideration of Resolution No. CC 2025-35, A Resolution of the City Council of the City of Industry, California Establishing Fees for the Use of Electric Vehicle Charging Stations at the Metrolink Parking and Solar Panel Facility, Located at 600 South Brea Canyon Road
RECOMMENDED ACTION: RECOMMENDED ACTION: Adopt Resolution No. CC 2025-35.
 - 6.5. Consideration of the First Amendment to the Memorandum of Understanding between the City of Industry and the Successor Agency to the Urban-Development Agency for the 57/60 Confluence, Grand Avenue at Golden Springs Drive Project (MP 99-31 #22)
RECOMMENDED ACTION: RECOMMENDED ACTION: Approve the Amendment

- 6.6. Consideration of RESOLUTION NO. CC 2025-34 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING THE BLANKET AUTHORITY TO FILE APPLICATIONS FOR GRANT FUNDS FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT FOR MEASURE A FUNDING FOR PROJECTS AND PROGRAMS, AND APPROVING THE MEASURE A ANNUAL ALLOCATION GRANT AGREEMENT WITH THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT

RECOMMENDED ACTION: Adopt Resolution No. CC 2025-34 and approve the Measure A Annual Allocation Grant Agreement.

- 6.7. Consideration of a Professional Services Agreement with Terra Nova Planning & Research, Inc. for On-Call Environmental Planning Services, in an amount not to exceed \$500,000.00 through June 30, 2030

RECOMMENDED ACTION: Approve the Professional Services Agreement

- 6.8. Consideration of Amendment No. 1 to the Agreement for Design-Build Services with Progressive Trail Design, for the Design and Construction of a Mountain Biking Trail at Industry Hills, Phase II

RECOMMENDED ACTION: Approve the Amendment.

- 6.9. Consideration of Amendment No. 2 to the Cost Sharing Agreement with the Puente Basin Water Agency, for the Phase 2 development of the Groundwater Management Plan for the Puente Basin

RECOMMENDED ACTION: Approve the Amendment

- 6.10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, RESCINDING RESOLUTION NO. CC 2025-18, AND AMENDING THE CURRENT SALARY RANGE SCHEDULES FOR FISCAL YEAR 2025-26 AS ADOPTED ON JUNE 10, 2025, TO ADD A NEW PLANNING MANAGER POSITION, AND REVISE THE SALARY RANGE FOR GRADE RANGE #7

RECOMMENDED ACTION: Adopt Resolution No. CC 2025-36

7. ACTION ITEMS-NONE

8. PUBLIC HEARINGS-NONE

9. CLOSED SESSION

- 9.1. PUBLIC EMPLOYMENT PERFORMANCE EVALUATION
Pursuant to Government Code Section 54957(b)(1)
TITLE: CITY CLERK

- 9.2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation; Pursuant to Government Code Section 54956.9(d)(2) One potential case
- 9.3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of litigation; Pursuant to Government Code Section 54956.9(d)(4):
One potential case
- 9.4. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Kevin Roberto Izquierdo v. Oscar David Rodas Vasquez, et al.
Los Angeles County Superior Court Case No. 24PSCV01306

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, September 11, 2025, at 9:00 AM.

ITEM NO. 6.1

**CITY OF INDUSTRY
AUTHORIZATION FOR PAYMENT OF BILLS
CITY COUNCIL MEETING OF AUGUST 28, 2025**

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	3,382,696.27
103	PROP A FUND	6,387.62
107	MEASURE W FUND	31,010.00
120	CAPITAL IMPROVEMENTS	325,186.41
TOTAL ALL FUNDS		3,745,280.30

BANK RECAP:

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BANK OF AMERICA - CKING ACCOUUNT	118,762.63
PROP/A	PROP A - CKING ACCOUNT	6,387.62
M/W	MEASURE W - CKING ACCOUNT	31,010.00
WFBK	WELLS FARGO - CKING ACCOUNT	3,589,120.05
TOTAL ALL BANKS		3,745,280.30

APPROVED PER CITY MANAGER



DATE



CITY OF INDUSTRY
BANK OF AMERICA
August 28, 2025

Check	Date	Payee Name		Check	Amount
CITYGEN.CHK - City General					
WT1431	07/29/2025	JOHN HANCOCK USA			\$6,931.01
	Invoice	Date	Description		Amount
	7/5/25-7/18/25	07/29/2025	PARS CONTRIBUTIUONS FOR 7/5/25-7/18/25		\$6,931.01
WT1432	08/14/2025	JOHN HANCOCK USA			\$6,956.48
	Invoice	Date	Description		Amount
	7/19/25-8/1/25	08/14/2025	PARS CONTRIBUTIONS FOR 7/19/25-8/1/25		\$6,956.48
WT1433	08/14/2025	MIDAMERICA ADMINISTRATIVE & RET			\$104,875.14
	Invoice	Date	Description		Amount
	SEP/OCT2025	08/14/2025	RETIREE HEALTH PREMIUM REIMBURSEMENTS		\$104,875.14

Checks	Status	Count	Transaction Amount
Total		3	\$118,762.63

**CITY OF INDUSTRY
PROP A
August 28, 2025**

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Check	Date			Payee Name	Check Amount
PROPA.CHK - Prop A Checking					
90707	08/28/2025			INDUSTRY SECURITY SERVICES	\$5,704.00
	Invoice	Date	Description	Amount	
	SG-ML-2050	08/08/2025	SECURITY SVC-METROLINK	\$2,852.00	
	SG-ML-2051	08/15/2025	SECURITY SVC-METROLINK	\$2,852.00	
90708	08/28/2025			SO CAL INDUSTRIES	\$103.03
	Invoice	Date	Description	Amount	
	757982	08/06/2025	RR RENTAL-METROLINK	\$103.03	
90709	08/28/2025			VALLEY VISTA SERVICES, INC	\$580.59
	Invoice	Date	Description	Amount	
	2652583	08/01/2025	DISP SVC-METROLINK	\$580.59	

Checks	Status	Count	Transaction Amount
	Total	3	\$6,387.62

CITY OF INDUSTRY
MEASURE W
August 28, 2025

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

300169	08/28/2025	ANNEALTA GROUP		\$31,010.00
	Invoice	Date	Description	Amount
	497-3636	08/13/2025	STORMWATER COMPLIANCE-JUL 2025	\$31,010.00

Checks	Status	Count	Transaction Amount
	Total	1	\$31,010.00

CITY OF INDUSTRY
WELLS FARGO WIRE TRANSFERS
August 28, 2025

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Check	Date	Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo				
WT10080	08/13/2025	CIVIC RECREATIONAL INDUSTRIAL AU		\$380,000.00
	Invoice	Date	Description	Amount
	8/13/2025	08/13/2025	TRANSFER FUNDS-CRIA REG 8/13/25	\$380,000.00
WT10081	08/13/2025	INDUSTRY PROPERTY & HOUSING AU		\$55,000.00
	Invoice	Date	Description	Amount
	8/13/2025	08/13/2025	TRANSFER FUNDS-IPHMA REG 8/13/25	\$55,000.00

Checks	Status	Count	Transaction Amount
	Total	2	\$435,000.00

**CITY OF INDUSTRY
WELLS FARGO BANK
August 28, 2025**

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Check	Date	Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo				
85707	08/13/2025	CAL-PERS		\$22,075.50
	Invoice	Date	Description	Amount
	100000018006717	08/01/2025	CALPERS-ANNUAL LUMP SUM FOR PLAN ID 1226	\$19,917.75
	100000018006740	08/01/2025	CALPERS-ANNUAL LUMP SUM FOR PLAN ID 15030	\$1,022.92
	100000018006730	08/01/2025	CALPERS-ANNUAL LUMP SUM FOR PLAN ID 26791	\$1,134.83
85708	08/13/2025	DIRECTV - FOR BUSINESS		\$107.00
	Invoice	Date	Description	Amount
	034740128X250731	07/31/2025	RSN/TV ACCESS FEES	\$107.00
85709	08/13/2025	EKOS		\$2,928.00
	Invoice	Date	Description	Amount
	222876	06/30/2025	FUEL STN MONITORING FY 25/26	\$2,928.00
85710	08/13/2025	FIDELITY SECURITY LIFE INSURANCE		\$1,139.60
	Invoice	Date	Description	Amount
	166932738	08/01/2025	VISION PREMIUM FOR AUGUST 2025	\$1,139.60
85711	08/13/2025	GRANITE TELECOMMUNICATIONS, LL		\$365.41
	Invoice	Date	Description	Amount
	710728328	08/01/2025	PHONE SVC FOR FIRE ALARMS-HOMESTEAD	\$365.41
85712	08/13/2025	TPX COMMUNICATIONS		\$4,597.90
	Invoice	Date	Description	Amount
	186593454-0	07/31/2025	INTERNET SVC-CITY HALL/METRO SOLAR	\$4,597.90
85713	08/13/2025	TPX COMMUNICATIONS		\$671.06

**CITY OF INDUSTRY
WELLS FARGO BANK
August 28, 2025**

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Check	Date	Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	186576570-0	07/31/2025	TEL/INTERNET-HOMESTEAD	\$671.06
85714	08/13/2025	AT & T		\$3,503.76
	Invoice	Date	Description	Amount
	3057483013	07/29/2025	7/29-8/28/25 SVC-METROLINK T1 CIRCUIT	\$3,503.76
85715	08/13/2025	INDUSTRY PUBLIC UTILITIES		\$1,003.79
	Invoice	Date	Description	Amount
	2026-00000207	08/01/2025	5/16-7/16/25 SVC-VALLEY & 7TH (IRRI)	\$1,003.79
85716	08/13/2025	SAN GABRIEL VALLEY WATER CO.		\$293.80
	Invoice	Date	Description	Amount
	2026-00000208	07/28/2025	6/24-7/24/25 SVC-IRRIG SALT LAKE/SEVENTH	\$293.80
85717	08/13/2025	SOCALGAS		\$46.67
	Invoice	Date	Description	Amount
	2026-00000209	07/31/2025	6/27-7/29/25 SVC-1015 NOGALES ST	\$16.49
	2026-00000210	07/31/2025	6/27-7/29/25 SVC-710 NOGALES ST	\$30.18
85718	08/13/2025	THE TECHNOLOGY DEPOT		\$73,181.71
	Invoice	Date	Description	Amount
	#1CITY-1538	08/12/2025	CABLING INFRASTRUCTURE IMPROVEMENTS AT EL E	\$73,181.71
85719	08/20/2025	BCN TELECOM, INC.		\$166.95
	Invoice	Date	Description	Amount
	23966738	08/15/2025	PHONE LINE FOR ELEVATOR-CITY HALL	\$166.95

**CITY OF INDUSTRY
WELLS FARGO BANK
August 28, 2025**

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Check	Date	Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo				
85720	08/20/2025	ODP BUSINESS SOLUTIONS, LLC		\$1,619.35
	Invoice	Date	Description	Amount
	421121501001	05/10/2025	OFFICE SUPPLIES	\$73.81
	426838132001	06/09/2025	OFFICE SUPPLIES	\$9.37
	431081711001	07/09/2025	OFFICE SUPPLIES	\$1,472.72
	431108875001	07/09/2025	OFFICE SUPPLIES	\$15.06
	431108877001	07/17/2025	OFFICE SUPPLIES	\$48.39
85721	08/20/2025	AT & T		\$8.59
	Invoice	Date	Description	Amount
	2026-00000243	08/01/2025	8/1-8/31/25 SVC-CITY WHITE PGS LISTING	\$8.59
85722	08/20/2025	FRONTIER		\$1,670.76
	Invoice	Date	Description	Amount
	2026-00000237	08/01/2025	8/1-8/31/25 SVC-VARIOUS SITES	\$1,433.44
	2026-00000238	08/02/2025	8/2-9/1/25 SVC-IH GOLF COURSE FUEL PUMP	\$159.49
	2026-00000239	08/02/2025	8/2-9/1/25 SVC-1015 NOGALES ST	\$77.83
85723	08/20/2025	INDUSTRY PUBLIC UTILITY COMMISSI		\$30,475.95
	Invoice	Date	Description	Amount
	2026-00000273	08/10/2025	7/1-8/1/25 SVC-600 S BREA CYN RD CHARGING STN	\$15,054.12
	2026-00000274	08/10/2025	7/1-8/1/25 SVC-600 BREA CYN	\$15,150.16
	2026-00000275	08/10/2025	7/1-8/1/25 SVC-16296 TEMPLE AVE-A	\$13.33
	2026-00000276	08/10/2025	7/1-8/1/25 SVC-19296 TEMPLE AVE - B	\$258.34
85724	08/20/2025	ROWLAND WATER DISTRICT		\$1,766.13

**CITY OF INDUSTRY
WELLS FARGO BANK
August 28, 2025**

Check	Date	Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo				
Invoice	Date	Description	Amount	
2026-00000254	08/06/2025	6/24-7/27/25 SVC-AZUSA AVE - RC	\$103.20	
2026-00000255	08/06/2025	6/24-7/27/25 SVC-755 NOGALES AT - RC	\$296.88	
2026-00000256	08/06/2025	6/24-7/27/25 SVC-909 U NOGALES ST - IRR	\$358.60	
2026-00000257	08/06/2025	6/24-7/27/25 SVC-1100 S AZUSA VE	\$203.69	
2026-00000258	08/06/2025	6/24-7/27/25 SVC-1123 HATCHER ST STE D	\$161.20	
2026-00000259	08/06/2025	6/24-7/27/25 SVC-1135 HATCHER AVE	\$56.20	
2026-00000260	08/06/2025	6/24-7/27/25 SVC-1123 HATCHER ST STE C	\$98.20	
2026-00000261	08/06/2025	6/24-7/27/25 SVC-1015 NOGALES ST - PUMP HOUSE	\$347.96	
2026-00000262	08/06/2025	6/24-7/27/25 SVC-1023 NOGALES ST - IRR	\$140.20	
85725	08/20/2025	SAN GABRIEL VALLEY WATER CO.		\$12,742.76
Invoice	Date	Description	Amount	
2026-00000244	07/28/2025	6/24-7/24/25 SVC-CROSSROADS PKWY S	\$1,981.43	
2026-00000245	07/28/2025	6/24-7/24/25 SVC-STA 103-80 CROSSROADS PKWY S	\$308.86	
2026-00000246	07/28/2025	6/24-7/24/25 SVC-CROSSROADS PKWY S	\$2,635.53	
2026-00000247	07/28/2025	6/24-7/24/25 SVC-CROSSROADS PKWY N	\$2,215.09	
2026-00000248	07/28/2025	6/24-7/24/25 SVC-STA 129-00 CROSSROADS PKWY N	\$1,552.89	
2026-00000249	07/28/2025	6/24-7/24/25 SVC-STA 111-50 CROSSROADS PKWY N	\$425.79	
2026-00000250	07/28/2025	6/24-7/24/25 SVC-PELLISSIER	\$591.62	
2026-00000251	07/28/2025	6/24-7/24/25 SVC-PELLISSIER	\$332.40	
2026-00000252	07/28/2025	6/24-7/24/25 SVC-S/E COR OF PELLISSIER	\$2,401.86	
2026-00000253	07/28/2025	6/24-7/24/25 SVC-PELLISSIER	\$297.29	
85726	08/20/2025	SOCALGAS		\$814.07
Invoice	Date	Description	Amount	
2026-00000240	08/06/2025	7/3-8/4/25 SVC-15633 RAUSCH RD	\$636.50	

**CITY OF INDUSTRY
WELLS FARGO BANK
August 28, 2025**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2026-00000241	08/06/2025	7/3-8/4/25 SVC-15651 MAYOR DAVE WAY	\$147.39
	2026-00000242	08/06/2025	7/3-8/4/25 SVC-15625 MAYOR DAVE WAY APT B	\$30.18
85727	08/20/2025		SOUTHERN CALIFORNIA EDISON	\$62,653.03
	Invoice	Date	Description	Amount
	2026-00000211	08/06/2025	7/8-8/5/25 SVC-1123 HATCHER AVE STE A	\$811.67
	2026-00000212	07/31/2025	6/16-7/16/25 SVC-VARIOUS SITES	\$2,997.02
	2026-00000213	08/01/2025	7/1-7/31/25 SVC-VARIOUS SITES	\$10,309.57
	2026-00000214	08/04/2025	7/2-8/3/25 SVC-15625 MAYOR DAVE WAY	\$11,985.05
	2026-00000215	08/04/2025	7/1-7/31/25 SVC-600 S BREA CYN-METROLINK	\$91.53
	2026-00000216	08/01/2025	7/1-7/31/25 SVC-600 S BREA CYN A-METROLINK	\$25.52
	2026-00000217	08/01/2025	7/1-7/31/25 SVC-600 S BREA CYN	\$363.10
	2026-00000218	08/01/2025	7/1-7/31/25 SVC-VARIOUS SITES	\$9,048.61
	2026-00000219	08/01/2025	7/1-7/31/25 SVC-133 N AZUSA AVE	\$126.98
	2026-00000220	08/01/2025	7/1-7/31/25 SVC-NOGALES ST/SAN JOSE AVE	\$190.57
	2026-00000221	08/01/2025	7/1-7/31/25 SVC-VARIOUS SITES	\$203.26
	2026-00000222	08/01/2025	7/1-7/31/25 SVC-VARIOUS SITES	\$26,423.52
	2026-00000223	08/01/2025	7/1-7/31/25 SVC-1 VALLEY/AZUSA	\$27.78
	2026-00000277	08/08/2025	7/8-8/5/25 SVC-VARIOUS SITES	\$48.85
85728	08/20/2025		SUBURBAN WATER SYSTEMS	\$519.01
	Invoice	Date	Description	Amount
	180042569896	07/31/2025	7/2-7/31/25 SVC-NE CNR VALLEY/STIMS	\$519.01
85729	08/20/2025		T-MOBILE	\$117.00
	Invoice	Date	Description	Amount
	983372277-37	08/07/2025	7/1-7/31/25 SVC-YAL & TONNERCYN HOT SPOT	\$117.00

**CITY OF INDUSTRY
WELLS FARGO BANK
August 28, 2025**

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Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
85730	08/20/2025	THREE VALLEYS MUNICIPAL WATER I			\$2,493.23
	Invoice	Date	Description	Amount	
	6769	07/31/2025	7/1-7/31/25 SVC-TONNER CYN	\$2,493.23	
85731	08/20/2025	VERIZON BUSINESS			\$290.81
	Invoice	Date	Description	Amount	
	61832917	08/10/2025	7/1-7/31/25 SVC-VARIOUS SITES	\$290.81	
85732	08/20/2025	VERIZON WIRELESS - LA			\$872.69
	Invoice	Date	Description	Amount	
	6119541100	07/26/2025	6/27-7/26/25 SVC-VARIOUS WIRELESS SVC	\$872.69	
85733	08/28/2025	100% AUTO CARE & DETAILED			\$710.00
	Invoice	Date	Description	Amount	
	161	07/21/2025	CAR WASH SVC-CITY VEHICLES	\$330.00	
	162	08/04/2025	CAR WASH SVC-CITY VEHICLES	\$380.00	
85734	08/28/2025	ACTION SPORTS DESIGN, LLC			\$21,500.00
	Invoice	Date	Description	Amount	
	ASD-24-55-01	07/31/2025	DESIGN SVC FOR BMX RACETRACK	\$21,500.00	
85735	08/28/2025	ANNEALTA GROUP			\$121,422.00
	Invoice	Date	Description	Amount	
	497-3645	08/13/2025	1015 AZUSA AVE	\$258.00	
	497-3644	08/13/2025	13131 CROSSROADS PKWY	\$860.00	
	497-3643	08/13/2025	720 SEVENTH AVE	\$188.00	

**CITY OF INDUSTRY
WELLS FARGO BANK
August 28, 2025**

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	497-3642	08/13/2025	16010 & 16020 PHOENIX	\$2,788.00
	497-3641	08/13/2025	184 S 6TH ST	\$1,800.00
	497-3640	08/13/2025	16207, 16233 & 16253 GALE AVE	\$1,440.00
	497-3639	08/13/2025	GENERAL PLANNING SVC-JUL 2025	\$68,073.00
	497-3637	08/13/2025	GENERAL DEV SVC-JUL 2025	\$46,015.00
85736	08/28/2025		BLAKE AIR CONDITIONING COMPANY	\$1,753.00
	Invoice	Date	Description	Amount
	M63529	07/31/2025	A/C MAINT-YAL/POST OFFICE	\$1,753.00
85737	08/28/2025		CASSO & SPARKS, LLP	\$240,741.62
	Invoice	Date	Description	Amount
	21115	08/18/2025	COI-LEGAL FEES FOR JUL 2025	\$233,981.12
	21115-A	08/18/2025	LEGAL FEES-14428 VALLEY BLVD	\$4,182.00
	21115-B	08/18/2025	LEGAL FEES-720 SEVENTH AVE	\$1,660.50
	21115-C	08/18/2025	LEGAL FEES-1600 AZUSA AVE	\$918.00
85738	08/28/2025		CINTAS CORPORATION LOC 693	\$162.74
	Invoice	Date	Description	Amount
	4239740541	08/11/2025	DOOR MATS	\$81.37
	4240471093	08/18/2025	DOOR MATS	\$81.37
85739	08/28/2025		CITY OF INDUSTRY	\$134.47
	Invoice	Date	Description	Amount
	2026-00000003	07/31/2025	IH FUELS PUMP-CITY HALL VEHICLES	\$134.47
85740	08/28/2025		CITY OF INDUSTRY-PAYROLL ACCT	\$180,000.00

**CITY OF INDUSTRY
WELLS FARGO BANK
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Check	Date	Payee Name	Check Amount
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CITY.WF.CHK - City General Wells Fargo

Invoice	Date	Description	Amount
PR P/E 8/15/25	08/20/2025	REPLENISH PAYROLL P/E 8/15/25	\$180,000.00

85741	08/28/2025	CNC ENGINEERING	\$187,747.50
Invoice	Date	Description	Amount
513084	08/14/2025	SOLAR INSTALLATION AT CITY HALL	\$16,728.75
513085	08/14/2025	EL ENCANTO ROOF REFURB	\$210.00
513086	08/14/2025	CITYWIDE ADA SELF-EVALUATION/TRANSITION PLAN	\$712.50
513087	08/14/2025	KELLA AVE STORM DRAIN	\$1,035.00
513088	08/14/2025	GALE AVE REALIGNMENT	\$1,882.50
513089	08/14/2025	PRELIMINARY DESIGN OF EW BICYCLE PATH	\$5,962.50
513090	08/14/2025	PRELIMINARY DESIGN OF EW BICYCLE PATH	\$4,635.00
513091	08/14/2025	GENERAL ENG SVC-STREET LIGHTS	\$510.00
513092	08/14/2025	GENERAL ENG SVC 7/28-8/10/25	\$56,456.25
513093	08/14/2025	GENERAL ENG SVC-STREET LIGHT IMPROVE AT PRO	\$175.00
513094	08/14/2025	GENERAL ENG SVC-STREETLIGHT IMPROVE AT ROWI	\$1,245.00
513095	08/14/2025	GENERAL ENG SVC-STREET INSPECTIONS	\$12,821.25
513096	08/14/2025	GENERAL ENG SVC-BACKFLOW DEVICE MAINT	\$1,865.00
513097	08/14/2025	GENERAL ENG SVC-16605 E GALE AVE	\$920.00
513098	08/14/2025	GENERAL ENG SVC-15010 DON JULIAN RD	\$525.00
513099	08/14/2025	GENERAL ENG SVC-530 N BALDWIN PARK	\$967.50
513100	08/14/2025	GENERAL ENG SVC-TRAFFIC	\$2,902.50
513101	08/14/2025	GENERAL ENG SVC-COUNTER SERVICE	\$3,465.00
513102	08/14/2025	GENERAL ENG SVC-PLAN APPROVAL	\$30,153.75
513103	08/14/2025	GENERAL ENG SVC-PERMITS	\$16,696.25
513104	08/14/2025	GENERAL ENG SVC 7/28-8/10/25	\$1,690.00
513105	08/14/2025	NPDES STORM WATER	\$1,778.75

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
513106	08/14/2025		TONNER CYN PROPERTY	\$1,681.25
513107	08/14/2025		REPLACEMENT OF STEEL WATERLINE-BREA CREEK	\$357.50
513108	08/14/2025		TREE REMOVAL ON BOY SCOUT RESERVATION AT TC	\$570.00
513109	08/14/2025		SPORTS PARK IMPROVEMENTS AT TONNER CYN	\$1,180.00
513110	08/14/2025		COLIMA RD WIDENING	\$727.50
513111	08/14/2025		CIVIC CENTER PLANNING AND IMPROVEMENTS	\$1,925.00
513112	08/14/2025		CITY ADMINISITRATIVE OFFICES	\$1,550.00
513113	08/14/2025		INDUSTRY BUSINESS COUNCIL CHAMBERS	\$100.00
513114	08/14/2025		INDUSTRY BUSINESS COUNCIL CHAMBERS	\$590.00
513115	08/14/2025		INDUSTRY BUSINESS COUNCIL CHAMBERS	\$11,052.50
513116	08/14/2025		ELECTRIC VEHICLE CHARGING STATIONS-CITY HALL	\$1,020.00
513117	08/14/2025		HOMESTEAD MUSEUM IMPROVEMENTS	\$712.50
513118	08/14/2025		VALLEY BLVD CORRIDOR CO-OP PROJECT WITH LA C	\$372.50
513122	08/14/2025		EL ENCANTO IMPROVEMENTS AND MAINT	\$1,441.25
513125	08/14/2025		605 FWY AND VALLEY BLVD INTERCHANGE	\$1,130.00
85742	08/28/2025		CNC ENGINEERING	\$101,340.00
Invoice	Date	Description	Amount	
513119	08/14/2025	CALIFORNIA AVE CROSSING IMPROVEMENTS	\$525.00	
513120	08/14/2025	SIGNING & STRIPING IMPROVEMENTS	\$1,150.00	
513121	08/14/2025	METROLINK-MAINT OF PARKING LOT	\$1,558.75	
513123	08/14/2025	PAINT EVALUATION OF WROUGHT IRON FENCE	\$2,625.00	
513124	08/14/2025	INDUSTRY HILLS FUEL TANKS DISPENSING	\$290.00	
513126	08/14/2025	HIGHWAY BRIDGE PROGRAM FUNDING	\$1,110.00	
513128	08/14/2025	SEISMIC RETROFIT ANAHEIM-PUENTE OVER SAN JOS	\$1,395.00	
513129	08/14/2025	FISCAL YEAR BUDGET	\$4,082.50	
513130	08/14/2025	BIXBY DR PCC PAVEMENT	\$1,150.00	

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Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
513131	08/14/2025	FOLLOW'S CAMP PROJECT	\$737.50
513132	08/14/2025	CROSSROADS PKY NORTH & SOUTH IMPROVEMENTS	\$1,667.50
513133	08/14/2025	VARIOUS ASSIGNMENTS RELATED TO SA	\$718.75
513134	08/14/2025	NELSON AVE INTERSECTION	\$14,785.00
513135	08/14/2025	MAINT OF 1123 HATCHER AVE	\$662.50
513136	08/14/2025	15559-15650 RAUSCH RD (POST OFFICE)	\$745.00
513137	08/14/2025	CARTEGRAPH MGMT	\$22,062.50
513138	08/14/2025	GRAND AVE SLOPE RECONSTRUCTION-FERRERO TO	\$1,178.75
513139	08/14/2025	ADD SIDEWALK ON SOUTH SIDE OF TEMPLE AVE	\$2,560.00
513140	08/14/2025	ADA COMPLIANCE ON PUBLIC RIGHT OF WAY	\$2,260.00
513141	08/14/2025	2022-2023 ANNUAL PAVEMENT REHABILITATION	\$5,613.75
513142	08/14/2025	DON JULIAN RD IMPROVEMENTS	\$1,050.00
513143	08/14/2025	INTELLIGENT TRANSPORATION SYSTEM	\$1,500.00
513144	08/14/2025	RAILROAD STREET PAVEMENT REHABILITATION	\$4,710.00
513145	08/14/2025	MUSEUM-HEALTH CAMPUS MASTER SITE PLANNING	\$5,527.50
513146	08/14/2025	2024-2025 ANNUAL PAVEMENT REHABILITATION	\$10,830.00
513147	08/14/2025	2024-2025 ANNUAL SLURRY SEAL	\$815.00
513148	08/14/2025	CALIFORNIA AVE WIDENING	\$2,385.00
513149	08/14/2025	NINTH AVENUE SEWER LINE IMPROVEMENTS	\$1,680.00
513150	08/14/2025	SHERIFF'S TRAILERS SOUTH OF HELIPAD	\$156.25
513151	08/14/2025	PAVEMENT MANGEMENT PLAN 2022	\$4,526.25
513152	08/14/2025	SR57/60 CONFLUENCE IMPROVEMENT	\$667.50
513153	08/14/2025	NOGALES GRADE SEPARATION	\$615.00
85743	08/28/2025	CONSILIO, LLC	\$1,734.92
Invoice	Date	Description	Amount
INV579543791	07/31/2025	DOCUMENT MGMT-JUL 2025	\$1,734.92

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Check	Date	Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo				
85744	08/28/2025	CONSOLIDATED ELECTRICAL DISTRIE		\$146.02
	Invoice	Date	Description	Amount
	3301-1022022	08/07/2025	PURCHASE (15) LIGHTS-CITY HALL	\$146.02
85745	08/28/2025	CORELOGIC INFORMATION SOLUTION		\$212.18
	Invoice	Date	Description	Amount
	30792523	07/31/2025	PROPERTY DATA-JUL 2025	\$212.18
85746	08/28/2025	COUNTY OF LA - DEPT OF AGRICULTI		\$4,433.61
	Invoice	Date	Description	Amount
	251995-1	07/09/2025	WEED & PEST ABATEMENT-TRES HERMANOS	\$4,433.61
85747	08/28/2025	CRIA-EQUESTRIAN CENTER		\$4,010.00
	Invoice	Date	Description	Amount
	PAV-072125	07/31/2025	DANIEL ARRUDA STREET NAMING EVENT	\$4,010.00
85748	08/28/2025	D.S. EWING ARCHITECTS, INC.		\$71,372.50
	Invoice	Date	Description	Amount
	25-11779	08/11/2025	IBC CHAMBER & BLDG IMPROVEMENT PROJ	\$71,372.50
85749	08/28/2025	DAPEER, ROSENBLIT, AND LITVAK, LL		\$702.00
	Invoice	Date	Description	Amount
	24780	07/31/2025	GENERAL CODE ENFORCEMENT-JUL 2025	\$702.00
85750	08/28/2025	ELECTRA-MEDIA, INC		\$1,975.00
	Invoice	Date	Description	Amount

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	18207	08/06/2025	MAINT OF PUENTE HILLS AUTO DISPLAY-SEP 2025	\$1,500.00
	18208	08/06/2025	PROGRAM PUENTE HILLS AUTO DISPLAY-SEP 2025	\$475.00
85751	08/28/2025		ENTERPRISE MAPS LLC	\$9,355.00
	Invoice	Date	Description	Amount
	330	08/12/2025	AMAZON WEB SERVICES	\$9,355.00
85752	08/28/2025		ESPY'S ELECTRICAL SERVICES INC.	\$6,850.00
	Invoice	Date	Description	Amount
	1699	08/06/2025	REPAIR POWER LOSS OF LIGHT FIXTURE-HOMESTEAD	\$850.00
	1700	08/07/2025	ELECTRICAL SVC TO GARDEN FIXTURES-EL ENCANTADO	\$6,000.00
85753	08/28/2025		FEDERAL EXPRESS CORP.	\$210.53
	Invoice	Date	Description	Amount
	8-955-63446	08/15/2025	MESSENGER SVC	\$210.53
85754	08/28/2025		FRAZER, LLP	\$32,187.00
	Invoice	Date	Description	Amount
	194993	07/31/2025	COI-PROF SVC FOR JUL 2025	\$27,387.00
	194999	07/31/2025	SA-PROF SVC FOR JUL 2025	\$4,800.00
85755	08/28/2025		GARCIA'S FENCE CORP	\$985.00
	Invoice	Date	Description	Amount
	072535	07/31/2025	REPAIR FENCE-WALKING TRAIL @ AZUSA AVE	\$985.00
85756	08/28/2025		GMS ELEVATOR SERVICES, INC	\$156.00
	Invoice	Date	Description	Amount

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	125378	06/01/2025	ELEVATOR MAINT-CITY HALL (JUN 2025)	\$156.00
85757	08/28/2025		GRAND CENTRAL RECYCLING & TRAI	\$2,576.20
	Invoice	Date	Description	Amount
	2669777	07/03/2025	SOLID WASTE-CITY HALL	\$2,576.20
85758	08/28/2025		GROUP C MEDIA, INC.	\$5,750.00
	Invoice	Date	Description	Amount
	37636	07/22/2025	AD IN BUSINESS FACILITIES PUBLICATION	\$5,750.00
85759	08/28/2025		HISTORICAL RESOURCES, INC.	\$1,654.88
	Invoice	Date	Description	Amount
	COI2026-1.3	08/11/2025	REIMBURSE FOR MUSEUM ARTIFACT PURCHASE	\$1,654.88
85760	08/28/2025		HOUSTON ENGINEERING, INC.	\$2,000.00
	Invoice	Date	Description	Amount
	77431	07/28/2025	MS4 FRONT SUBSCRIPTION FY 25/26	\$2,000.00
85761	08/28/2025		ICMA	\$1,200.00
	Invoice	Date	Description	Amount
	FY 25/26	07/01/2025	MEMBERSHIP DUES FOR SAM FY 25/26	\$1,200.00
85762	08/28/2025		INDUSTRY BUSINESS COUNCIL	\$7,500.00
	Invoice	Date	Description	Amount
	6383	08/06/2025	MEMBERSHIP RENEWAL 9/1/25-9/1/26	\$7,500.00
85763	08/28/2025		INDUSTRY SECURITY SERVICES	\$69,397.24

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Check	Date	Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	SG-COI#1-2050	08/08/2025	SECURITY SVC 8/1-8/7/25	\$11,098.32
	SG-COI#2-2050	08/08/2025	SECURITY SVC-VARIOUS CITY SITES	\$23,600.30
	SG-COI#1-2051	08/15/2025	SECURITY SVC 8/8-8/14/25	\$11,098.32
	SG-COI#2-2051	08/15/2025	SECURITY SVC-VARIOUS CITY SITES	\$23,600.30
85764	08/28/2025	KLINE'S PLUMBING, INC.		\$295.00
	Invoice	Date	Description	Amount
	14200	06/12/2025	REPAIR LEAKING FAUCETS-TONNER CYN	\$295.00
85765	08/28/2025	L A COUNTY SHERIFF'S DEPARTMENT		\$1,154,619.78
	Invoice	Date	Description	Amount
	260132TZ	08/17/2025	SHERIFF CONTRACT-JUL 2025	\$1,154,619.78
85766	08/28/2025	LOCKS PLUS, INC.		\$258.04
	Invoice	Date	Description	Amount
	36274	08/08/2025	REPLACE SLIDING DOOR & KEYS-HOMESTEAD	\$258.04
85767	08/28/2025	MORTISE & TENON BUILDING CORP		\$9,982.60
	Invoice	Date	Description	Amount
	370	08/08/2025	URGENT DOOR REPAIR-EL ENCANTO	\$350.00
	364	08/05/2025	TRENCH & BACKFILL-EL ENCANTO	\$500.00
	374	08/11/2025	MAINT SVC-BUS STOPS	\$1,153.50
	360	08/05/2025	SECURE METAL FRAME-HATCHER	\$7,979.10
85768	08/28/2025	MR PLANT & INTERIOR BOTANICAL DI		\$875.00
	Invoice	Date	Description	Amount

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	SEPT 24102	09/01/2025	PLANT MAINT-SEP 2025	\$875.00
85769	08/28/2025		MUNI-ENVIRONMENTAL, LLC	\$22,817.50
	Invoice	Date	Description	Amount
	25-030	08/07/2025	COMMERCIAL WASTE PROGRAM	\$22,817.50
85770	08/28/2025		MX GRAPHICS, INC.	\$413.23
	Invoice	Date	Description	Amount
	35005	08/05/2025	COLOR SCANS-JN 6201	\$413.23
85771	08/28/2025		OCEAN BLUE ENVIRONMENTAL SERV	\$12,538.09
	Invoice	Date	Description	Amount
	41710	08/08/2025	HAZARDOUS WASTE REMOVAL	\$1,794.71
	41725	08/08/2025	HAZARDOUS WASTE REMOVAL	\$10,743.38
85772	08/28/2025		ODP BUSINESS SOLUTIONS, LLC	\$291.39
	Invoice	Date	Description	Amount
	434470283001	08/14/2025	OFFICE SUPPLIES	\$249.77
	434473224001	08/14/2025	OFFICE SUPPLIES	\$34.12
	434473230001	08/14/2025	OFFICE SUPPLIES	\$7.50
85773	08/28/2025		PACIFIC UTILITY INSTALLATION	\$22,140.00
	Invoice	Date	Description	Amount
	#1CITY-1540	08/01/2025	STREET LIGHT BANNER INSTALLATION	\$22,140.00
85774	08/28/2025		PARS	\$785.38
	Invoice	Date	Description	Amount

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Check	Date	Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo				
	58942	08/11/2025	ARS FEES-JUN 2025	\$320.00
	58591	08/11/2025	REP FEES-JUN 2025	\$465.38
85775	08/28/2025	PITNEY BOWES, INC.		\$193.83
	Invoice	Date	Description	Amount
	3107341579	08/11/2025	POSTAGE METER-FIRST FLOOR (JUL-SEP 2025)	\$193.83
85776	08/28/2025	PLACEWORKS		\$21,521.48
	Invoice	Date	Description	Amount
	IND-22.15-8	07/31/2025	CEQA FOR 17871 CASTLETON ST	\$2,072.50
	IND-22.14-10	07/31/2025	PROPOSED BATTERY STORAGE FACILITY	\$1,451.48
	IND-22.16-9	07/31/2025	CEQA FOR 1600 AZUSA AVE	\$397.50
	IND-22.17-3	07/31/2025	PROPOSED BATTERY STORAGE FACILITY-JN 9428	\$17,600.00
85777	08/28/2025	PRINCE GLOBAL SOLUTIONS, LLC		\$5,000.00
	Invoice	Date	Description	Amount
	077	08/07/2025	FEDERAL ADVOCACY-JUL 2025	\$5,000.00
85778	08/28/2025	PUENTE HILLS FORD		\$49.95
	Invoice	Date	Description	Amount
	334185	05/30/2025	VEHICLE MAINT-LIC 1580081 (2020 BLACK FORD EXPLC	\$49.95
85779	08/28/2025	RICOH USA, INC.		\$320.68
	Invoice	Date	Description	Amount
	591317203	08/07/2025	COPIER LEASE-HOMESTEAD	\$320.68
85780	08/28/2025	SAN GABRIEL VALLEY ECONOMIC PA		\$25,000.00

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	8462	10/01/2025	MEMBERSHIP RENEWAL 10/1/25-9/30/26	\$25,000.00
85781	08/28/2025		SAN GABRIEL VALLEY NEWSPAPER C	\$2,430.13
	Invoice	Date	Description	Amount
	0011742705	06/25/2025	ACCT #5007735-NOTICE OF INVITING BIDS-MP 22 04	\$2,430.13
85782	08/28/2025		SATSUMA LANDSCAPE & MAINT.	\$214,160.75
	Invoice	Date	Description	Amount
	0725EC-1	07/31/2025	LANDSCAPE SVC-EXPO CENTER	\$40,171.14
	0725TA-1	07/31/2025	LANDSCAPE SVC-TEMPLE & AZUSA	\$36,017.24
	0725CH-1	07/31/2025	LANDSCAPE SVC-CIVIC FINANCIAL CENTER	\$57,592.88
	0725XROADS-1	07/31/2025	LANDSCAPE SVC-CROSSROADS PKY NORTH & SOUTH	\$48,230.58
	0725EC	07/03/2025	LANDSCAPE SVC-EXPO CENTER	\$32,148.91
85783	08/28/2025		SCS FIELD SERVICES	\$14,086.00
	Invoice	Date	Description	Amount
	0546319	07/31/2025	INDUSTRY HILLS-LANDFILL GAS SYSTEM	\$14,086.00
85784	08/28/2025		SO CAL INDUSTRIES	\$195.89
	Invoice	Date	Description	Amount
	759151	08/13/2025	WC ACCESS RENTAL-TONNER CYN/57 FWY	\$195.89
85785	08/28/2025		SOUTH COAST LIGHTING & DESIGN INC	\$42,700.43
	Invoice	Date	Description	Amount
	S503166	06/20/2025	UBICQUIA WIRELESS CONTROLS FOR STREET LIGHTS	\$42,700.43

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Check	Date	Payee Name			Check Amount
CITY.WF.CHK - City General Wells Fargo					
85786	08/28/2025	SPECTRUM			\$938.99
	Invoice	Date	Description	Amount	
	188632001080725	08/07/2025	BUSINESS INTERNET-AUG 2025	\$938.99	
85787	08/28/2025	SQUARE ROOT GOLF & LANDSCAPE, I			\$211,697.29
	Invoice	Date	Description	Amount	
	1811H-3	07/02/2025	HAZARDOUS WASTE REMOVAL	\$287.31	
	1813ELHM	07/31/2025	LANDSCAPE SVC-VARIOUS CITY SITES	\$8,226.10	
	1814ELHM	07/31/2025	LANDSCAPE SVC-EL ENCANTO	\$9,320.96	
	1815ELHM	07/31/2025	LANDSCAPE SVC-HOMESTEAD	\$20,883.43	
	1816H-1	07/31/2025	GRAFFITI REMOVAL	\$2,126.20	
	1816H	07/31/2025	LANDSCAPE SVC-VARIOUS CITY SITES	\$163,216.96	
	1816H-2	07/31/2025	SIGN REPAIR & INSTALLATION	\$7,636.33	
85788	08/28/2025	STAPLES BUSINESS ADVANTAGE			\$871.39
	Invoice	Date	Description	Amount	
	7006104002	07/19/2025	OFFICE SUPPLIES	\$33.56	
	7006026842	07/12/2025	OFFICE SUPPLIES	\$837.83	
85789	08/28/2025	STATE COMPENSATION INSURANCE F			\$12,925.91
	Invoice	Date	Description	Amount	
	1003042391	07/01/2025	WORKERS COMP PREMIUM FOR JULY 2025	\$3,448.82	
	1003117543	08/07/2025	WORKERS COMP PREMIUM FOR FY 24/25	\$5,978.42	
	1003119219	08/08/2025	WORKERS COMP PREMIUM FOR FY 23/24	\$3,498.67	
85790	08/28/2025	SUPERIOR COURT OF CA-LA COUNTY			\$3,009.50
	Invoice	Date	Description	Amount	

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	JULY 2025	08/04/2025	PARKING CITATIONS REPORT-JUL 2025	\$3,009.50
85791	08/28/2025		SUPERIOR PAVEMENT MARKINGS, INC	\$16,496.45
	Invoice	Date	Description	Amount
	#5CITY-1509	08/01/2025	CITYWIDE SIGN REPLACEMENT PROJECT	\$2,240.00
	#6CITY-1509-R	08/01/2025	RETENTION-CITYWIDE SIGN REPLACEMENT PROJECT	\$14,368.45
85792	08/28/2025		THE BIG NORWEGIAN	\$2,578.96
	Invoice	Date	Description	Amount
	57838	07/31/2025	REPAIR 2011 CAT 430E-TONNER CYN	\$772.82
	57837	07/31/2025	REPAIR 2000 JOHN DEERE 210LE-HATCHER	\$739.46
	57852	08/08/2025	REPAIR 1978 CASE 580K BACK HOE-HATCHER	\$1,066.68
85793	08/28/2025		THE FLAG SHOP	\$375.82
	Invoice	Date	Description	Amount
	21342	11/26/2024	4X6 CALIFORNIA FLAG	\$375.82
85794	08/28/2025		TURBO DATA SYSTEMS, INC	\$383.24
	Invoice	Date	Description	Amount
	46315	07/31/2025	CITATION PROCESSING JUN/JUL 2025	\$383.24
85795	08/28/2025		U.S. BANK - CM-9690	\$7,360.00
	Invoice	Date	Description	Amount
	7834604	07/25/2025	COI-POST REFUNDING DEP 2015 FY 24/25	\$270.00
	7834604-A	07/25/2025	COI-POST REFUNDING DEP 2015 FY 25/26	\$1,350.00
	7836728	07/25/2025	COI-2004 COLLATERAL ACCOUNT FY 24/25	\$2,640.00
	7836728-A	07/25/2025	COI-2004 COLLATERAL ACCOUNT FY 25/26	\$1,750.00

CITY OF INDUSTRY
WELLS FARGO BANK
August 28, 2025

Check	Date	Payee Name		Check	Amount
CITY.WF.CHK - City General Wells Fargo					
7834801	07/25/2025	SA-EOFA DEPOSITORY 2015			\$1,350.00
85796	08/28/2025	VALLEY VISTA SERVICES, INC			\$19,218.91
	Invoice	Date	Description		Amount
	2590508	07/08/2025	DISP SVC-1123 HATCHER AVE		\$3,824.56
	2590509	07/31/2025	DISP SVC-TONNER CYN (CAMP COURAGE)		\$1,031.51
	2590321	07/31/2025	DISP SVC-CITY HALL		\$595.78
	2590510	07/31/2025	DISP SVC-15660 MAYOR DAVE WAY (YAL)		\$165.76
	3653458	08/01/2025	DISP SVC-TONNER CYN (MAINT YD)		\$480.23
	2652487	08/01/2025	DISP SVC-CITY RESIDENTS		\$6,082.41
	2652671	08/01/2025	DISP SVC-205 N HUDSON AVE		\$275.79
	2653460	08/01/2025	DISP SVC-1123 HATCHER AVE		\$326.07
	2652822	08/01/2025	DISP SVC-CITY BUS STOPS		\$4,796.49
	2663806	08/01/2025	DISP SVC-FOLLOW'S CAMP		\$1,640.31
85797	08/28/2025	VERDANTAS INC.			\$21,544.50
	Invoice	Date	Description		Amount
	66396	04/07/2025	GEO SVC-2023 ANNUAL SLURRY SEAL		\$20,998.50
	65309	12/24/2024	GEO SVC-ANNUAL PAVEMENT REHAB FY 22		\$546.00

Checks	Status	Count	Transaction Amount
Total		91	\$3,154,120.05

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: August 28, 2025

SUBJECT: Consideration of Resolution No. CC 2025-32 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO THE LAND OF THE FREE FOUNDATION, IN THE AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), FOR THE 2025 VETERANS DAY GOLF CLASSIC

Background:

The Land of the Free Foundation ("Foundation") was created by a group of veterans of the US Armed Forces to support past, present, and future members in various areas through their partnerships with charities that support programs that are established for military personnel. These programs provide financial services to families, assistance in the transition to civilian life, mental and physical health programs, and educational and career resources.

Discussion:

The Foundation has partnered with Pacific Palms Resort to hold its annual Veterans Day Golf Classic fundraiser ("Event") on Tuesday, November 11, 2025. This is the main fundraising event for the Foundation. Over the last 20 years, the Event has raised over \$25,000,000.00, including a record-breaking \$1,000,000.00 last year, and has provided much needed support to military veterans, their families, and veteran organizations. The City has been a longtime supporter of this Event, including staff participation in the golf tournament. The donation of \$25,000.00 will support the Foundation's efforts in providing financial assistance to charities that support military personnel and their families. In addition to its monetary donation, the City provides an in-kind donation of City Staff support services for the Event, which is determined by City Staff's availability to assist with event planning, set up, supporting day-of activities, and event tear down. City Staff is estimating that approximately 70 hours of support services will be donated.

Fiscal Impact:

In the Fiscal Year 2025/26 budget, \$371,000.00 was approved for Donations. No appropriations are required at this time (Account No. 100-621-5602).

Recommendation:

Staff recommends that the City Council adopt Resolution No. CC 2025-32.

Exhibits:

1. Resolution No. CC 2025-32

RESOLUTION NO. CC 2025-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO THE LAND OF THE FREE FOUNDATION, IN THE AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) FOR THE 2025 VETERANS DAY GOLF CLASSIC

RECITALS

WHEREAS, the Land of the Free Foundation ("Foundation") was created by a group of veterans of the US Armed Forces to support past, present, and future members in various areas through their partnerships with charities that support programs that are established for military personnel; and

WHEREAS, these programs provide financial services to families, assistance in the transition to civilian life, mental and physical health programs, and educational and career resources; and

WHEREAS, the Foundation partners with Pacific Palms Resort to host its annual Veterans Day Golf Classic ("Event") which is the main fundraising event for the Foundation; and

WHEREAS, over the last 20 years, this annual Event has raised over \$25,000,000.00, including a record-breaking \$1,000,000.00 last year, and has provided much needed support to military veterans, their families, and veteran organizations; and

WHEREAS, the Foundation requested a donation of \$25,000.00 to sponsor the Event on November 11, 2025; and

WHEREAS, the City has been a longtime supporter of this Event, and in addition to its monetary donation, provides an in-kind donation of City Staff support services for the Event, which is determined by City Staff's availability to assist with event planning, set up, supporting day-of activities, and event tear down. City Staff is estimating that approximately 70 hours of support services will be donated this year; and

WHEREAS, the City's donation serves a public purpose in that the proceeds are used to support the Foundation's efforts in providing financial assistance to charities that support military personnel and their families through services that include career development, physical and mental health, and financial assistance to families; 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 proceeds are used to provide support for various programs for military personnel which include career development, physical and mental health, and financial assistance to families.

SECTION 3. The City Council hereby approves a donation of Twenty-Five Thousand Dollars (\$25,000.00) to the Land of the Free Foundation, as well as an in-kind donation of 70 City Staff hours for support services.

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. 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 August 28, 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

ITEM NO. 6.3



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

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

DATE: August 28, 2025

SUBJECT: Consideration of a License Agreement with Jesus Rodriguez for access to the lot located at 100 North Hacienda Boulevard to utilize for the sale of Christmas Trees

Background:

Jesus Rodriguez requested permission from the City to utilize the vacant lot located at 100 N. Hacienda Boulevard for the sale of Christmas trees from November 24, 2025 through December 24, 2025. Mr. Rodriguez has been selling Christmas trees in the neighboring City of La Puente for many years. Granting the use of selling Christmas trees will benefit the local community.

Discussion:

Staff is bringing this item forward early to allow Mr. Rodriguez time to prepare for ordering his inventory. The move-in date is November 1, 2025, to prepare the area for the sale of Christmas trees, with move-out scheduled for December 31, 2025. City staff is requesting City Council approve the License Agreement with Jesus Rodriguez for the sale of Christmas trees.

Fiscal Impact:

There is no fiscal impact on the City. However, pursuant to the terms of the license agreement, Mr. Rodriguez is required to make a donation of \$2,000.00 to Industry Sheriff's Youth Athletics League for their youth programs in the community.

Recommendation:

Staff recommends that the City Council approve the License Agreement.

Exhibits:

1. COI License Agreement Jesus Rodriguez Christmas Trees 2025

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“**Agreement**”), dated **November 1, 2025**, (“**Effective Date**”) is entered into by and between the City of Industry, a municipal corporation (“**Licensor/City**”), and Jesus Rodriguez, an individual (“**Licensee**”) Licensor and Licensee are individually referred to as “**Party**” and collectively referred to as the “**Parties**”.

RECITALS

WHEREAS, the City is the owner of certain property located at 100 N. Hacienda Boulevard, generally located at the southeast corner of Mayor Dave Way and Hacienda Boulevard, and Licensee desires to enter the portion of the property generally described as a parking lot, as set forth in Exhibit A, attached hereto and incorporated herein by reference (“**Premises**”).

WHEREAS, Licensee desires to utilize the Premises for the sale of Christmas trees; and

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

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

TERMS

1. License to Enter the Premises. Licensor hereby grants to Licensee a non-exclusive license (the “**License**”) granting permission to enter upon the Premises as of the Effective Date of this Agreement, and to use a portion of the Premises, as depicted in Exhibit A for the sale of Christmas trees and related items, and customer parking (collectively, “**Permitted Use**”); provided, that Licensee’s use of the Premises shall not interfere with the operation of business activities, if any, then being conducted on the Premises, and provided Licensee provides written notice to the Licensor at least five (5) days prior to Licensee first entering upon the Premises (said written notice shall state the purpose for the entry upon the Premises, and said entry shall not exceed the stated purpose). Prior to any initial entry pursuant to the License, Licensee shall, provide to Licensor proof of insurance as set forth in Section 7 of this Agreement. Licensee shall not permit any other party, except the duly-authorized representatives, agents, employees and contractors (collectively “**Representatives**”) of Licensee to enter or use the Premises during the term of this License, without Licensor’s prior written consent, and in all events the sole reason for entry and use of the Premises shall be for the performance of Licensee’s Permitted Use.

2. Payment. Licensee shall make a donation of Two Thousand dollars (\$2,000.00) to Industry Sheriff’s Youth Athletics League (YAL) (“**License Payment**”), for the use of the Premises.

3. Permitted Use. The Permitted Use is hereby defined to include the sale of Christmas trees and related items, and parking for patrons from November 24, 2025, through December 24, 2025. Further, Licensee shall ensure that upon close of business each day, all merchandise is locked and secured on the Premises, that all bollards are locked, and that there is sufficient lighting on the premises to deter theft, and other criminal activities. Prior to any initial entry on the Premises, Licensee shall provide a site plan to the Licensor, which shall detail the configuration of the sales lot on the Premises, and which shall provide sufficient ingress and egress for public safety vehicles.

Licensee shall obtain any and all approvals required by the Los Angeles County Fire Department prior to initial entry on the Premises. Licensee shall exercise due care in the performance of the Permitted Use and such use shall be exercised in a manner which complies with all applicable laws.

4. Maintenance of Premises. Upon termination of the License, Licensee shall repair any damage done to the Premises by Licensee or its duly authorized Representatives, including environmental contamination, and shall restore the Premises to its condition as of the Effective Date of this Agreement.

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

6. Liens.

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

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

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

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

(a) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed

operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Term, Termination and Remedies. The License shall commence as of the Effective Date of this Agreement and shall automatically terminate **January 1, 2026**. Notwithstanding the foregoing, at any time, for any reason, the Licensors may, at its sole and absolute discretion, terminate this Agreement without cause, upon 30 days' written notice to Licensee. Further, in the event Licensors sell, leases, or transfers the Premises during the term of this Agreement, this Agreement shall terminate upon seven (7) days written notice to Licensee. In addition, if Licensee shall be in breach of any of its obligations under this Agreement and shall fail to cure such breach within ten (10) business days of written notice from Licensors specifying the nature of any such breach, Licensors shall have the right to terminate this Agreement upon written notice to Licensee. Licensee acknowledges that this License is solely a license, and that Licensee has no rights as an owner, purchaser or tenant by virtue thereof. Upon termination of the Agreement, Licensee shall promptly vacate the Premises and comply with the provisions of Section 4 above. No termination or expiration of this License shall relieve Licensee of its obligations hereunder.

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

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

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

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

Licensors: Joshua Nelson
City Manager
15625 Mayor Dave Way
City of Industry, CA 91744
Tel: (626) 333-2211
jnelson@cityofindustry.org

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

Licensee: Jesus Rodriguez
INFORMATION ON FILE AT CITY HALL

14. Miscellaneous. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof, and all prior and contemporaneous agreements, representations and understandings of the Parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the Parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver. The indemnifications under this Agreement, the obligations

of Licensee hereunder to remove liens and Licensee's obligations hereunder with respect to vacating and repairing the Premises shall survive the expiration or termination of the License Term. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of California. Any action brought concerning this Agreement shall be brought in the appropriate court for the County of Los Angeles, California. Each Party hereby irrevocably consents to the jurisdiction of said court. Licensee hereby expressly waives all provisions of law providing for a change of venue due to the fact that the City may be a party to such action, including, without limitation, the provisions of California Code of Civil Procedure Section 394. Licensee further waives and releases any right it may have to have any action concerning this Agreement transferred to Federal District Court due to any diversity of citizenship that may exist between City and Licensee. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions hereof. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument. Neither this instrument nor a short form memorandum or assignment hereof shall be filed or recorded in any public office without Licensor's or Licensee's prior written consent.

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

(SIGNATURES ON FOLLOWING PAGE)

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

“LICENSOR”

“LICENSEE”

CITY OF INDUSTRY

By: _____
Joshua Nelson, City Manager

By: _____
Jesus Rodriguez, an individual

ATTEST:

Julie Gutierrez-Robles, City Clerk

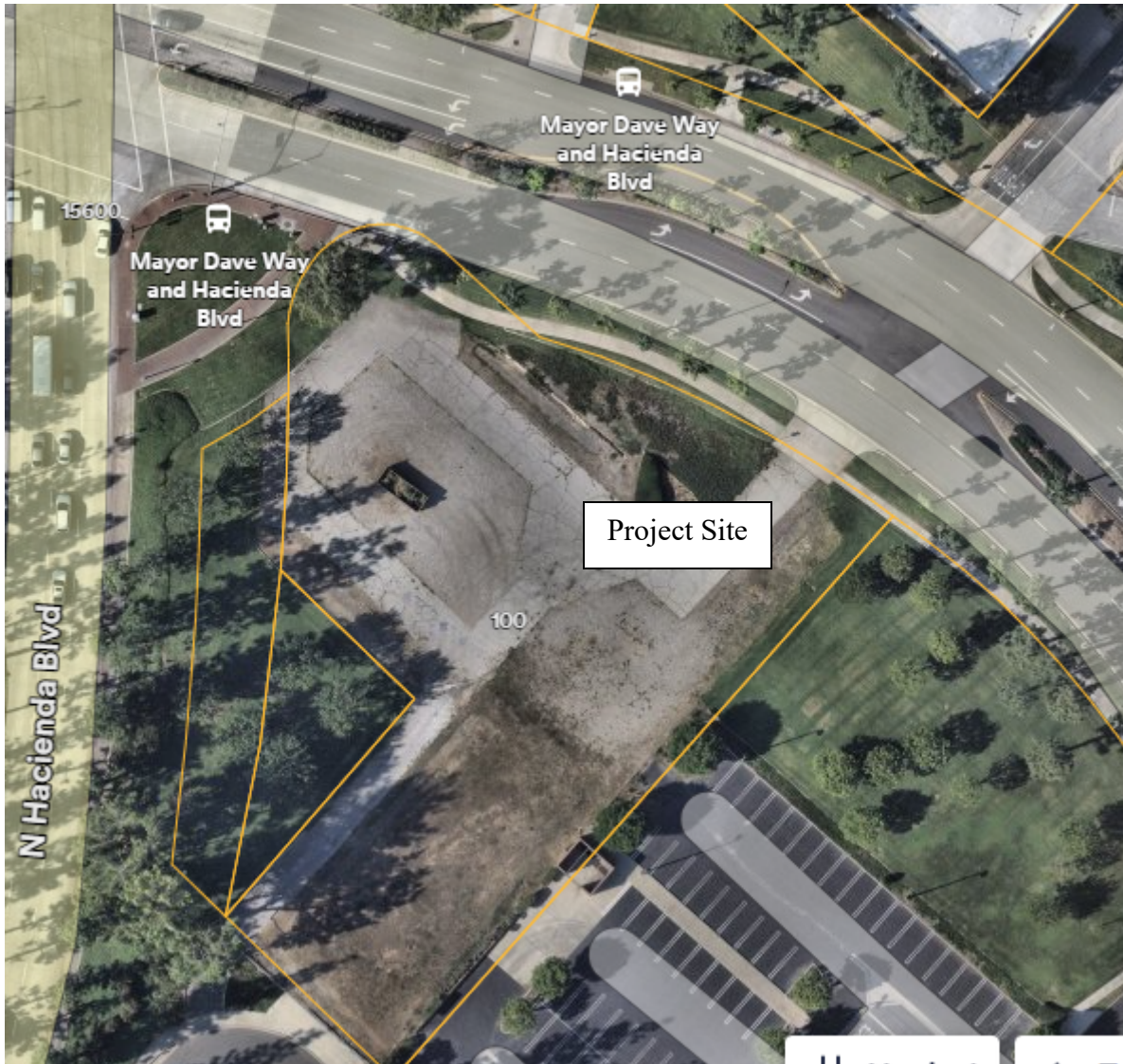
APPROVED AS TO FORM:

James M. Casso, City Attorney

EXHIBIT A

Legal Description

Assessors Parcel Number (APN) 8208-02-5948 located at the southeast corner of Mayor Dave Way and Hacienda Boulevard, City of Industry, CA 91744. The area identified as “Project Site” in the map below identifies the area of the Premises, where the Permitted Use shall occur.



ITEM NO. 6.4



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: August 28, 2025

SUBJECT: Consideration of Resolution No. CC 2025-35, A Resolution of the City Council of the City of Industry, California Establishing Fees for the Use of Electric Vehicle Charging Stations at the Metrolink Parking and Solar Panel Facility, Located at 600 South Brea Canyon Road

Background:

As part of the Metrolink Parking and Solar Panel Facility, in 2012, 32 dual port Level 2 Electric Vehicle ("EV") Charging Stations were installed. In April 2019, those EV Charge Stations were replaced with state-of-the art Charge Point EV Charge Stations which included three years of cloud services to monitor 24/7 operation, and a three-year warranty, which covered 100 percent of the cost for covered labor and parts. Maintaining the EV Stations requires extensive care and the cloud services and warranty have been extended on a three-year basis, and are currently active. The cloud service expires on June 30, 2028, and the warranty on June 30, 2026. In addition, in April 2025, a monthly onsite inspection task was added to Charge Point's contract to keep the EV Charge Stations in operation. The monthly onsite inspection contract expires on March 31, 2028. The four EV Charging Stations that were damaged in the fire on January 19, 2021, have been replaced and are in operation.

Discussion:

Currently there is no fee for the EV Charging Station. Staff have investigated and discovered that most cities charge fees to use EV Charging Stations to recover their costs. Staff performed a fee study on all the expenses to keep the EV Charging Stations in operation. Those costs include a monthly energy cost for Industry Public Utilities, Charge Point's annual cost for cloud services for 24/7 monitoring, warranty cost to cover all parts and labor for repair and maintenance, monthly on-site inspection costs by a Charge Point contractor, City Staff inspection, maintenance and management support. City's Finance Department has reviewed

the Fee Study and concurs with the Fee Study report. Staff recommends approving the Fee Study and authorizing the City Manager to implement fees for using EV Charging Stations. The proposed rates are as follows: \$0.342 per kWh (\$2.26 per hour), with an overstay charge of \$1.50 per hour. These fees include Charge Point's administration fees of 10 percent which allows the City to keep track of all transactions and the actual revenues.

Fiscal Impact:

The fiscal impact is positive, and the revenue will depend upon the usage of EV Charging Stations. Based on a 10-hour workday, 5 days a week, with 90 percent of EV charging Stations in operation and average 50 percent of EV Charging Stations in use, an estimated net revenue is \$140,000.00, after paying 10 percent to the ChargePoint.

Recommendation:

It is recommended that the City Council adopt Resolution No. CC 2025-35.

Exhibits:

1. Fee Study for EV Charging Stations at Metrolink., dated April 28, 2025
2. COI City Council Resolution EV Charging Station Fees



CITY OF INDUSTRY

EV Chargers at Metrolink-Fee Study

Prepared by Dev Birla

Date:04/28/2025

EV Chargers at Metrolink-Fee Study

Expenses	The Consumption of EV Chargers (Charged from IPU)	Total Energy Consumption in 2024 (see Attachment 1 per billing detail)	Amount Charged by IPU	Calculated Average Rate per KWh
		573,574.00 KWh	\$ 653,333.78	\$ 0.1525
	The cost of ChargePoint service (Warranty Program, Cloud services, Onsite inspection Services)		Average Annual Cost from ChargePoint for all three services (see attachment 2 per detail)	Calculated Average Rate per KWh @573,574 KWh
			\$63,573.33	\$ 0.0973
	CNC Engineering Charges		2025 Amended Budget from 2024-2025 budget and annual cost	Calculated Average Rate per KWh @573,574 KWh
			\$40,000.00	\$ 0.0612
Subtotal Average Rate per KWh				\$ 0.3110
ChargePoint Flex Billing fee is 10 % (Rate)				\$ 0.0311
Total Rate of EV Chargers at Metrolink				\$ 0.342

Summary:

The total rate based on expenses is \$ 0.342 per KWh which is close to what ChargePoint recommended (\$ 0.33 per KWh), so we suggest the rate of charger is \$ 0.342 (or \$2.26 per hour based on 6.6 KW ChargePoint EV charger at Metrolink) with overstay charge of \$1.50 per hour.

ATTACHMENT 1

50098-01 General Service (Meter for ChargePoint EV Charger at Metrolink)

READ DATE	Billing Mult.	KWH Read	KW Demand Read	Actual kWhs	Billed	kW	Charges	\$\$	KW	Rate
					kWh Cons					
1/1/2023	1	35,390.00	-	35,390.00	35,390.00		\$ 4,739.76			
2/1/2023	1	42,405.00	-	42,405.00	42,405.00		\$ 5,676.81			
3/1/2023	1	42,679.00	-	42,679.00	42,679.00		\$ 5,712.17			
4/1/2023	1	49,813.00	-	49,813.00	49,813.00		\$ 6,666.29			
5/1/2023	1	44,470.00	-	44,470.00	44,470.00		\$ 5,952.22			
6/1/2023	1	47,889.00	-	47,889.00	47,889.00		\$ 6,409.31			
7/1/2023	1	48,555.00	-	48,555.00	48,555.00		\$ 9,148.40			
8/1/2023	1	49,759.00	-	49,759.00	49,759.00		\$ 9,412.25			
9/1/2023	1	56,177.00	-	56,177.00	56,177.00		\$ 10,624.61			
10/1/2023	1	51,169.00	-	51,169.00	51,169.00		\$ 9,678.18			
11/1/2023	1	55,042.00	-	55,042.00	55,042.00		\$ 7,364.73	Total Charge in 2023	Total Consumption in 2023	
12/1/2023	1	50,226.00	-	50,226.00	50,226.00		\$ 6,721.05	\$ 88,105.78	573,574.00	0.153608392
1/1/2024	1	45,246.00		45,246.00	45,246.00		\$ 6,056.24			
2/1/2024	1	52,606.00	-	52,606.00	52,606.00		\$ 7,039.35			
3/1/2024	1	50,432.00	-	50,432.00	50,432.00		\$ 6,748.11			
4/1/2024	1	47,939.28	-	47,939.28	47,939.28		\$ 6,420.55			
5/1/2024	1	50,048.83	-	50,048.83	50,048.83		\$ 6,692.85			
6/1/2024	1	53,290.97	-	53,290.97	53,290.97		\$ 7,130.85			
7/1/2024	1	49,277.94	-	49,277.94	49,277.94		\$ 9,320.97			
8/1/2024	1	60,709.00		60,709.00	60,709.00		\$ 11,480.70			
9/1/2024	1	63,229.00	-	63,229.00	63,229.00		\$ 11,956.73			
10/1/2024	1	60,675.00	-	60,675.00	60,675.00		\$ 10,741.31			
11/1/2024	1	63,443.20	-	63,443.20	63,443.20		\$ 8,486.85	Total Charge in 2024	Total Consumption in 2024	Rate (\$/KWh)
12/1/2024	1	56,436.57	-	56,436.57	56,436.57		\$ 7,550.59	\$ 99,625.10	653,333.78	0.1525
1/1/2025	1	59,561.56	-	59,561.56	59,561.56		\$ 7,968.41			
2/1/2025	1	64,833.25	-	64,833.25	64,833.25		\$ 8,672.55			

ATTACHMENT 2

The ChargePoint Service Cost

1. **(ASSURE) Warranty Program:** 3 years charge for \$ 54,400.00
Average of Annual charge is \$18,133.33.
2. **Cloud Services:** 3 years charge for \$ 67,200.00
Average of Annual charge is \$22,400.00.
3. **Onsite Inspection Service (2024):** 9 months charge of \$ 17,280 (free for first 3 months)
Average of Annual charge is \$23,040.00.

Total Average of Annual charge of ChargePoint Service is \$18,133.33
+\$22,400.00+\$23,040.00= **\$ 63,573.33**

RESOLUTION NO. CC 2025-35

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY,
CALIFORNIA, ESTABLISHING FEES FOR THE USE OF ELECTRIC VEHICLE
CHARGING STATIONS IN THE CITY**

WHEREAS, the City provides electric vehicle charging stations at the Metrolink Parking and Solar Panel Facility, located at 600 South Brea Canyon Road; and

WHEREAS, the City does not currently charge a fee for use of the charging station, however the City incurs costs associated with providing this service; and

WHEREAS, Staff has determined that the City should recover the costs associated with the electric vehicle charging services, and therefore performed a fee study to determine the amount the City should charge to recover its costs associated with the provision of these services; and

WHEREAS, Staff recommends that the City Council approve and adopt the fee study, and direct the City Manager to implement the aforementioned fees.

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

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

SECTION 2. The City Council hereby approves and adopts the fees set forth in Exhibit A, attached hereto, and incorporated herein by reference, for the use of electric vehicle charging stations in the City.

SECTION 3. The City Council hereby determines that the fees set forth in Exhibit A do not exceed the reasonable cost of providing the services for which the fees are imposed.

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

SECTION 6. This Resolution shall take effect immediately upon adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on August 28, 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

ITEM NO. 6.5



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: August 28, 2025

SUBJECT: Consideration of the First Amendment to the Memorandum of Understanding between the City of Industry and the Successor Agency to the Urban-Development Agency for the 57/60 Confluence, Grand Avenue at Golden Springs Drive Project (MP 99-31 #22)

Background:

On April 23, 2015, the City and Successor Agency entered into a Memorandum of Understanding ("MOU") for the 57/60 Confluence Grand Avenue and Golden Springs Drive project ("Project"), defining the terms and conditions for the financing of the Project. On September 22, 2011, the City was awarded \$6.7 million in local Proposition C 25 funds from Los Angeles County Metropolitan Transportation Authority ("LACMTA") for a portion of the Project costs related to right of way acquisition, construction and contract administration. The City paid the contractor, awarded for \$16,007,000.00, for the Project with the funds received from LACMTA, which covered 40 percent of the contract total. The Successor Agency was responsible for the remaining 60 percent of the contract total, at \$10,091,349.00.

Discussion:

The Project is substantially complete and the LACMTA funds have been applied to the approved work under the grant. During the Project, there were 10 approved change orders, totaling \$1,333,556.67, for a total contract cost of \$17,340,556.67. To date, the Successor Agency has reimbursed the City for \$9,246,580.25 of the \$10,612,990.65 amount owed to the City.

Additionally, the Successor Agency has fulfilled the remaining contract amount reimbursed to the City. As part of the Project, a 120-inch reinforced concrete pipe ("RCP") storm drain was constructed. After construction, it was determined that additional specialty work was required to patch and seal several joints in the storm drain. This work was completed in early 2025 at a cost

of \$21,326.85, which the City paid to Mike Bubalo Construction Co., Inc., however the work is the responsibility of the Successor Agency. This Amendment No. 1 to the MOU revises the amount the Successor Agency is responsible for reimbursing the City to \$10,634,317.50.

Fiscal Impact:

The Successor Agency will reimburse the City in the amount of \$10,634,317.50 for its responsibility for the Project. To date, \$9,246,580.25 has been paid to the City and \$1,387,737.25 is outstanding.

Recommendation:

Staff recommends that the City Council approve and execute the First Amendment to the MOU.

Exhibits:

1. First Amendment to the Memorandum of Understanding for the 57/60 Confluence, Grand Avenue at Golden Springs Drive Project

**FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
FOR THE SR 57/60 CONFLUENCE, GRAND AVENUE AT GOLDEN SPRINGS DRIVE**

This First Amendment to the Memorandum of Understanding (“MOU”) for the SR 57/60 Confluence, Grand Avenue at Golden Springs Drive Project (“First Amendment”) is made and entered into this 28th day of August, 2025, (“Effective Date”) by and between the City of Industry, a municipal corporation (“City”) and the Successor Agency to the Industry Urban-Development Agency, a public body (“Successor Agency”). City and Successor Agency are collectively referred to herein as the “Parties”.

RECITALS

A. The Parties entered into a Memorandum of Understanding (“MOU”) on April 23, 2015, defining the terms and conditions under which the City’s payment of project costs would be reimbursed by the Successor Agency for the SR 57/60 Confluence, Grand Avenue at Golden Springs Drive (“Project”).

B. On September 22, 2011, the Board of Directors of the Los Angeles County Metropolitan Transportation Authority (“LACMTA”), authorized a grant to the City in an amount of approximately \$6.7 million in local Proposition C 25 funds (“Grant”) for a portion of the Project costs. To date, the Project work and funding associated with the Grant has been completed.

C. During the Project, 10 change orders were approved, increasing the total Project cost from \$16,007,000.00 to \$17,340,556.67. The Successor Agency’s responsibility increased from \$9,246,580.25 to \$10,612,990.65.

D. The Project involved the construction of a 120-inch reinforced concrete pipe (“RCP”) storm drain. After construction, it was determined that additional specialty work was required to patch and seal several joints. This work was completed at an additional cost of \$21,326.85 and is the responsibility of the Successor Agency and not a part of the LACMTA Grant. The Successor Agency’s total responsibility for the Project is \$10,634,317.50.

E. The Parties now desire to amend the MOU to revise the amount the Successor Agency is responsible for reimbursing the City for the Project.

AMENDMENT

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

Section II. Agreement, Subsection B, is hereby amended to read in its entirety as follows:

B. Reimbursement to the City. The City submits to the Successor Agency quarterly invoices for reimbursement of all Project costs incurred above the amount of the LACMTA Grant in an amount not to exceed \$10,634,317.50 (60% of the amounts paid by the City to the Contractor for that quarter, plus additional Project costs not covered under the LACMTA Grant). Successor Agency agrees to promptly reimburse City upon receipt of such invoice. In the event of any conflict in terms of this MOU and the LACMTA Grant, the terms of the LACMTA Grant shall be controlling.

IN WITNESS WHEREOF, the City and Successor Agency have caused this First Amendment to be executed by their respective officers, duly authorized, on the Effective Date.

**“CITY”
CITY OF INDUSTRY**

**“SUCCESSOR AGENCY”
SUCCESSOR AGENCY TO THE
INDUSTRY URBAN-DEVELOPMENT
AGENCY**

By: _____
Cory C. Moss, Mayor

By: _____
Cory C. Moss, Chair

Attest:

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

By: _____
Julie Gutierrez-Robles, Secretary

APPROVED AS TO FORM

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

By: _____
James M. Casso, General Counsel

ITEM NO. 6.6



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

DATE: August 28, 2025

SUBJECT: Consideration of RESOLUTION NO. CC 2025-34 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING THE BLANKET AUTHORITY TO FILE APPLICATIONS FOR GRANT FUNDS FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT FOR MEASURE A FUNDING FOR PROJECTS AND PROGRAMS, AND APPROVING THE MEASURE A ANNUAL ALLOCATION GRANT AGREEMENT WITH THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT

Background:

On November 8, 2016, Los Angeles County voters approved the Safe, Clean Neighborhood Parks, Open Space Beaches, Rivers Protection, and Water Conservation Measure, also known as Measure A. Every year, cities are allocated Measure A funds to pay for eligible grant activities, such as creating, repairing, and upgrading parks and recreational facilities; preserving and protecting open spaces and beaches; and supporting recreational programming. The County of Los Angeles Regional Park and Open Space District ("RPOSD") administers Measure A grant funds, and facilitates online grant applications.

Discussion:

The City currently has approximately \$1,062,329.95 of Measure A funds - Category 1 "Community-based Park Investment Program". Examples of eligible Category 1 activities include: creating, updating, or expanding parks and park amenities, recreational centers, and gardens; making safety improvements, such as graffiti removal and facility safety lighting; and planning and design of related projects.

Measure A is allocated every year, and RPOSD encourages grantees to spend the funds within five years of receiving the allocation. To begin using its Measure A funds, RPOSD requires the

City to adopt a resolution approving the blanket authority to file applications for grant funds from RPOSD and appointing the City Manager, or designee, to execute and submit grant documents, and approve a Measure A Annual Allocation Grant Agreement (“Master Agreement”) with RPOSD.

At this time, City Staff is recommending that the City Council adopt Resolution No. CC 2025-34, and approve the Measure A Annual Allocation Grant Agreement with the County of Los Angeles Regional Park and Open Space District.

Fiscal Impact:

Approving the resolution and executing the agreement poses no immediate fiscal impact. Notably, utilizing Measure A funds on eligible grant expenditures could offset use of some of the City’s General Fund

Recommendation:

1. Staff recommends the City Council adopt the Resolution No. CC 2025-34, and
2. Approve the Measure A Annual Allocation Grant Agreement

Exhibits:

1. A. Resolution No. CC 2025-34
2. B. Measure A Annual Allocation Grant Agreement

EXHIBIT A

Resolution No. CC 2025-34

[Attached]

RESOLUTION NO. CC 2025-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING THE BLANKET AUTHORITY TO FILE APPLICATIONS FOR GRANT FUNDS FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT FOR MEASURE A FUNDING FOR PROJECTS AND PROGRAMS; AND APPROVING THE MEASURE A AGREEMENT WITH THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT

WHEREAS, on November 8, 2016, the voters of the County of Los Angeles approved the Safe, Clean Neighborhood Parks, Open Space Beaches, Rivers Protection, and Water Conservation Measure (Measure A); and

WHEREAS, Measure A also designated the Los Angeles County Regional Park and Open Space District (the District) to administer said funds; and

WHEREAS, the District has set forth the necessary policies and procedures governing the application for grant funds under Measure A; and

WHEREAS, the District's policies and procedures require the governing body of the City to approve of the filing of an application before submission of said application to the District; and

WHEREAS, said application contains assurances that the City must comply with; and

WHEREAS, the City will enter into Agreement(s) with the District to provide funds for acquisition projects, development projects, and/or programs.

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

Section 1. The City Council hereby approves the blanket authority to file applications with the Los Angeles County Regional Park and Open Space District for Measure A Funds for projects or programs; and

Section 2. The City Council certifies that the City understands the assurances and will comply with the assurances in the application form; and

Section 3. The City Council hereby appoints the City Manager, or designee, to conduct all negotiations, and to execute and submit all documents including, but not limited to, applications, agreements, amendments, payment requests and so forth, which may be necessary for the completion of projects or programs.

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

SECTION 6. This Resolution shall take effect immediately upon adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry, at a regular meeting held on August 28, 2025, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Cory C. Moss, Mayor

ATTEST:

Julie Gutierrez-Robes, City Clerk

EXHIBIT B

Measure A Annual Allocation Grant Agreement

[Attached]

Measure A Annual Allocation Grant Agreement

PARTIES TO AGREEMENT

RPOSD:

Los Angeles County
Regional Park and Open Space District
1000 South Fremont Avenue, Unit #40
Building A-9 East, Ground Floor
Alhambra, CA 91803

GRANTEE:

City of Industry
15625 Mayor Dave Way
City of Industry CA 91744

This Annual Allocation Grant Agreement ("Agreement") is made and entered into by and between the City of Industry ("Grantee") and the Los Angeles County Regional Park and Open Space District ("RPOSD"). Grantee agrees to complete Annual Allocation projects as described in any Notice to Proceed ("NTP"), a subordinate agreement executed wholly within and subject to the provisions of this Agreement, approved by RPOSD, acting through the Director of the County of Los Angeles Department of Parks and Recreation, and pursuant to Measure A.

RECITALS

WHEREAS, RPOSD, acting through the Director of the County of Los Angeles Department of Parks and Recreation and Measure A, is authorized by the County of Los Angeles Board of Supervisors, acting in its capacity as the governing body of the RPOSD, to implement Measure A and administer Measure A grants;

WHEREAS, Grantee is a public entity eligible for Annual Allocation awards; and

WHEREAS, this Agreement is authorized by Measure A;

THEREFORE, in consideration of the mutual covenants, promises, and representations herein, RPOSD and Grantee agree as follows:

Definitions

Annual Allocations: Annual grant funds allocated pursuant to Section 5, subdivision (b) of Measure A.

Board of RPOSD: The County of Los Angeles Board of Supervisors acting in its capacity as the governing body of the RPOSD.

Good Standing: Good Standing is when an agency or organization is in compliance with all requirements stated in the guidelines, policies, and procedures of RPOSD for both Proposition A and Measure A. Good Standing is required of Grantees in order for payment requests to be processed and to receive or apply for any grant funds from RPOSD.

Grants Administration Manual (GAM): The document that details the policies and procedures for administering grants awarded by RPOSD. From time to time, it shall be amended or changed by RPOSD as described in this agreement.

Grants Management System (GMS): The online Grants Management System used by RPOSD to track Measure A grant-funded projects.

Measure A: The Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation Measure to levy a special tax and issuing bonds approved by voters on November 8, 2016.

Notice to Proceed (NTP): A subordinate agreement executed wholly within and subject to the provisions of this Agreement, for the performance of deliverables as described in the Notice to Proceed (Attachment A). Upon issuance by RPOSD, the NTP confirms approval of an identified project and a specified grant amount and authorizes Grantee to commence performance of said project. The NTP shall include the specifics of the approved project, such as the scope of work, funding award, and performance period for the project.

NTP Performance Period: The timeframe within which Grantee is to complete a project as detailed in each Work Plan. Project costs must be incurred within the NTP Performance Period for each project to be eligible for reimbursement.

Project: Acquisition, development, planning and design/or innovation projects utilizing Annual Allocation funding, and as set forth in an executed NTP.

Scope of Work: Grantee's written description of tasks and deliverables for a project, as set forth in the Work Plan.

Work Plan: A plan that details the proposed elements of a project: scope of work, deliverables, timeline, budget, land tenure, perpetuity plan, community engagement plan, funding acknowledgement, and attachments (as needed).

TERMS AND CONDITIONS

Article 1: Conditions

- A. This Agreement applies to all grant funds allocated to Grantee for projects which Grantee has applied for, and which have been approved by RPOSD, as evidenced by the issuance of an NTP.
- B. The Work Plan and its required attachments, and any subsequent changes or additions approved by RPOSD, are hereby incorporated in this Agreement as though set forth in full.
- C. The GAM, and any subsequent changes or additions thereto, and the Measure A Resolution are also hereby incorporated in this Agreement as though set forth in full.
- D. As per the approved NTP(s), RPOSD grants the Grantee a sum of money not to exceed the budget amount, in consideration and on the condition that the sum be solely expended for the purposes set forth in the NTP Scope of Work for the approved Work Plan and under the terms and conditions set forth in this Agreement.
- E. Grantee acknowledges that it may be required to furnish any additional funds necessary to complete the project approved in the NTP.
- F. Any non-recreational use of the project area must be preapproved in writing by RPOSD, and if approved, Grantee agrees that any gross income earned from such non-recreational uses of the project shall be used for recreation development, additional acquisition, operation or maintenance at the project site, unless RPOSD approves otherwise in writing.
- G. Grantee agrees that any gross income that accrues to a grant-assisted development project authorized by the NTP during and/or as part of the construction, from sources other than the intended recreational uses, also shall be used for further development of that particular project described in the NTP, unless RPOSD approves otherwise in writing.

Article 2: Term of Agreement

This Agreement is effective upon the date it is fully executed by the Grantee and Director of RPOSD or their designees ("Effective Date") and will remain in effect in perpetuity unless terminated by RPOSD upon written notice.

Article 3: Counterparts and Electronic Signatures

- A. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same

Agreement. The email or electronic signature of the parties shall be deemed to constitute original signatures, and electronic copies hereof shall be deemed to constitute duplicate originals.

- B. RPOSD and Grantee hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments and received via communications facilities (email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Agreement.

Article 4: Grant Funds

Grantee will not be entitled to any payment by RPOSD under this Agreement except pursuant to an authorized NTP for each project. Grant funds will be disbursed and used solely by the Grantee in accordance with the Work Plan defined in the NTP for each project, subject to the provisions of this Agreement. Grantee may not combine or carryover funds remaining in one project to another. Grantee understands that grant funds are not a gift and agrees that RPOSD is granting funds for Grantee to complete the work authorized in each NTP.

Article 5: Expenditure of Grant Funds and Allocation of Funds Between Budget Items

Grantee shall expend grant funds consistent with the approved NTP, which incorporates by reference the Work Plan. Any revisions to the budget that attempts to shift funds from approved budget items into a different category must be identified in a revised Work Plan within the GMS and approved in advance by RPOSD. RPOSD may withhold payment for items which exceed the amount allocated in the Work Plan which have not received the approval required herein. Any RPOSD approved increase in the funding for any budgeted item may result in a corresponding decrease in the funding for one or more other budgeted items.

Article 6: Project Costs and Reimbursements

RPOSD shall reimburse to Grantee, in accordance with the authorized NTP's budget, a total amount not to exceed the amount of the NTP, as follows:

- A. RPOSD shall reimburse funds for eligible costs incurred to date, up to 90% of the grant amount specified in the NTP, upon the Grantee's satisfactory progress and upon submission of an electronic claim form(s), which shall be submitted no more frequently than every 45 days. RPOSD shall disburse the final 10% upon the Grantee's satisfactory completion of the project, submission of required documentation, and approval by RPOSD. Project costs must be incurred within the NTP Performance Period to be eligible for reimbursement.

- B. Grantee shall request reimbursements by submitting a claim to RPOSD through the GMS and complete all forms and requirements of the claim process. RPOSD will only reimburse for actual costs incurred and verified. The form shall also indicate cumulative expenditures to date and expenditures during the reporting period.
- C. Claim for reimbursement must be signed by Grantee's authorized representative. Each claim form shall be accompanied by:
 - 1. All receipts and any other source documents for direct expenditures and costs that Grantee seeks reimbursement for.
 - 2. Invoices from vendor(s) that Grantee engaged to complete any portion of the work funded under this Agreement and proof of payment (credit card statement, cleared checks) and any other source documents for costs incurred and expenditures by any such vendor(s), unless RPOSD makes a specific exemption in writing.
- D. RPOSD, in its sole discretion, may deny reimbursement requests that do not comply with reimbursement requirements or lack sufficient documentation.

Article 7: Indirect Overhead Costs

Grantee may request reimbursement of its indirect overhead costs in accordance with the GAM.

Article 8: Project Completion

Grantee shall complete the project by the Performance Period identified in the approved NTP. Upon completion of a project, Grantee shall provide RPOSD with evidence of completion by submitting:

- 1. All deliverables specified in the Work Plan, each in a format(s) approved by RPOSD (for example, paper, digital, photographic);
- 2. Electronic submission of the final claim;
- 3. All required documentation as required by RPOSD.

Article 9: Deed Restriction

Grantee shall cause to be recorded on the title of any real property acquired and/or developed with funds from the Measure, a deed restriction requiring compliance with the Measure A resolution, in perpetuity consistent with the applicable provisions in the GAM.

Article 10: Funding Acknowledgement

Grantee is required to acknowledge RPOSD's financial assistance for each project that has been awarded funding consistent with the conditions set forth in the GAM, which may include, without limitation: (1) printed and promotional materials, (2) social media, and (3) project signage.

Article 11: Severability

If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of the Agreement and shall not cause the remainder to be invalid or unenforceable.

Article 12: Change of Use/Disposal

To use the property only for the purposes of Measure A and to make no other use, sale, or disposition of the property, except as described in Paragraph (A).

- (A) If the use of the property acquired through grants pursuant to this resolution is changed to one other than a use permitted under the category from which the funds were provided, or the property is sold or otherwise disposed of, an amount equal to the (1) amount of the grant, (2) the fair market value of the real property, or (3) the proceeds from the portion of such property acquired, developed, improved, rehabilitated or restored with the grant, whichever is greater, shall be used by the recipient for a purpose authorized in that category or shall be reimbursed to the Parks Fund and shall be available for a use authorized in that category.

If the property sold or otherwise disposed of is less than the entire interest in the property originally acquired, developed, improved, rehabilitated or restored with the grant, an amount equal to the proceeds or the fair market value of the property interest sold or otherwise disposed of, whichever is greater, shall be used by the Grantee for a purpose authorized in that category or shall be reimbursed to the Parks Fund and be available for a use authorized in that category. Nothing in this Section shall limit a Public Agency from transferring property acquired pursuant to this order to the National Park Service or the State Park System, with or without consideration.

In either instance, Grantee must provide documentation to RPOSD detailing the benefits that the disposal or partial disposal of property will provide to the residents of Los Angeles County, consistent with Measure A.

Article 13: Community Outreach and Engagement

Grantee must conduct community outreach and engagement that meet the minimum requirements, as defined in the GAM, with the intent to ensure that communities throughout Los Angeles County are aware of and can help determine spending priorities for their projects, and to facilitate a transparent process by which agencies report use of Measure A funds.

Article 14: Indemnification and Hold Harmless

Grantee shall indemnify, defend and hold RPOSD, its officers, and employees harmless from and against any and all liability to any third party for or from loss, damage or injury to persons or property in any manner arising out of, or incident to, the performance of this Contract or the planning, arranging, implementing, sponsoring or conducting of the Project or any other operation, or activity by the Grantee; and from all costs and expenses, including attorney's fees, in any action or liability arising under this Contract or the planning, arranging, implementing, sponsoring or conducting of the Project or any other operation, or activity by the Grantee. RPOSD shall have no liability for any debts, liabilities, deficits, or cost overruns of the Grantee. Grantee and RPOSD agree that the liability of the RPOSD hereunder shall be limited to the payment of the grant monies pursuant to the terms and conditions of this Agreement and the GAM. Any contracts entered into, or other obligations or liabilities incurred by, Grantee in connection with the Project or otherwise relating to this Agreement shall be the sole responsibility of Grantee, and RPOSD shall have no obligation or liability whatsoever thereunder or with respect thereto.

Article 15: Performance and Development

- A. Grantee agrees to promptly submit any reports or documentation that RPOSD may request.
- B. If the project described in the approved NTP includes development, Grantee shall ensure that projects adhere to environmental and sustainability efforts consistent with the Safe, Clean Neighborhood Parks, Healthy Communities and Urban Greening Program; Natural Lands, Open Spaces and Local Beaches, Water Conservation and Watershed Protection Program; Regional Recreation Facilities, Multi-Use Trails and Accessibility Program. Examples including but are not limited to: sustainability, cost-saving energy efficiency, weatherization, stormwater capture, water efficiency, including irrigation efficiency, use of reclaimed water or stormwater, and use of climate and site appropriate native California tree and plant materials.

- C. If the project described in the approved NTP includes acquisition of real property, Grantee agrees to furnish RPOSD with evidence of title, such as preliminary title reports. RPOSD, at its sole discretion, shall determine whether the evidence is acceptable under this Agreement. Grantee agrees in negotiated purchases to correct, prior to or at the close of escrow, any defects of title that in the opinion of RPOSD might interfere with the operation of the Project. In condemnation actions, such title defects must be eliminated by the final judgment.

Article 16: Amendments

As provided herein, no amendment (including without limitation, deletions) of any of the terms or conditions of the Agreement will be effective unless provided in writing signed by all parties. It is the responsibility of Grantee to ensure that any person who signs an amendment on its behalf is duly authorized to do so.

Article 17: Compliance with Laws

Grantee shall at all times comply with all applicable federal, state and local laws, statutes, rules, regulations, ordinances, directives, guidelines, and policies and procedures.

Article 18: Governing Law, Jurisdiction, and Venue

This Agreement will be governed by, and construed in accordance with, the laws of the State of California. Grantee agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder will be exclusively in the County of Los Angeles.

Article 19: Notices

All notices permitted or required to be given under this Agreement shall be in writing by mail with an email copy to info@rposd.lacounty.gov.

Article 20: Audits, Accounting, Records

- A. Grantee agrees to maintain accurate and complete financial records of its activities and operations relating to this Agreement and for each executed NTP in accordance with generally accepted accounting principles.
- B. Grantee also agrees to retain such financial accounts, documents and records for a minimum of five (5) years following completion of each project.

- C. Grantee and RPOSD agree that during regular office hours, RPOSD or its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto. Grantee agrees to maintain, and make available for RPOSD inspection, accurate records of all its costs, reimbursements and receipts with respect to its activities under this Agreement.

At any time during the term of this Agreement or at any time within five years after termination of this Agreement, authorized representatives of RPOSD may conduct an audit of Grantee for the purpose of verifying appropriateness and validity of expenditures that Grantee has submitted to RPOSD for reimbursement under the terms of this Agreement.

- D. Grantee, within thirty (30) days of notification that an audit has resulted in the exception of expenditures, may dispute the audit findings in writing to RPOSD and provide RPOSD with records and/or documentation to support the expenditure claims. RPOSD shall review this documentation and make a final determination as to the validity of the expenditures.
- E. If Grantee has received all grant monies prior to the audit, or if remaining grant monies are insufficient, and if said audit reveals expenditures that cannot be verified or that were paid in violation of the terms of this Agreement, Measure A or the GAM, Grantee shall pay RPOSD an amount equal to these expenditures within sixty (60) days after receiving written notification of the expenditures disallowed and the reason for the disallowance.

Article 21: Computer Software

Grantee certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this Agreement, RPOSD funds will not be used for the acquisition, operation or maintenance of computer software in violation of copyright laws.

Article 22: Nondiscrimination

Grantee shall not discriminate against any person on the basis of race, color, sex, sexual orientation, age, religious belief, national origin, marital status, physical or mental handicap, medical condition, or place of residence in the use of any property or facility acquired or developed pursuant to this Agreement.

Article 23: Independent Capacity

This Agreement is by and between RPOSD and Grantee and is not intended to create the relationship of agent, servant, employee, partnership, joint venture, or association, as

between RPOSD and Grantee. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

Article 24: Assignment

Grantee shall not assign, exchange, transfer, or delegate its rights or duties under this Agreement, whether in whole or in part, without the prior written consent of RPOSD, in its discretion.

Article 25: Good Standing

Good Standing is required of Grantees to receive any grant funds and processing of claims from RPOSD.

Article 26: Timeliness

Time is of the essence in this Agreement.

Article 27: Publicity of Project Information

Grantee shall give RPOSD the right and opportunity to use information gained from a project described in the approved NTP.

- A. Grantee agrees to utilize best efforts to provide a minimum of 30 days' notice of the project grand openings, inauguration, dedications, significance, and completion to RPOSD staff and to the County Supervisor's Office in which the project described in a work plan is located, as well as to other appropriate public officials.
- B. Grantee shall provide quality digital photographs of the pre-construction site and completed project described in the work plan to RPOSD. If unable to provide digital photographs (collectively, "Photographs") then Grantee shall provide quality printed Photographs of the completed project described in the work plan.

Article 28: Authorization Warranty

Grantee represents and warrants that the person executing this Agreement on behalf of Grantee is an authorized agent who has actual authority to bind Grantee to each and every term, and condition, and obligation of this Agreement and that all requirements of the Grantee have been fulfilled to provide such actual authority.

Article 29: Conflict of Interest

- A. No RPOSD employee whose position with RPOSD enables such employee to influence the award of this Agreement or any subsequent NTP, and no spouse or economic dependent of such employee, shall be employed in any capacity by Grantee or have any other direct or indirect financial interest in this Agreement. No officer or employee of Grantee who may financially benefit from the performance of work hereunder shall in any way participate in RPOSD's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence RPOSD's approval or ongoing evaluation of such work.
- B. Grantee shall comply with all conflict of interest laws, ordinances, and regulations now in effect, or hereafter to be enacted, during the term of this Agreement. Grantee warrants that it is not now aware of any facts that create a conflict of interest. If Grantee hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to RPOSD. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Article 30 shall be a material breach of this Agreement.

Article 30: Validity

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

Article 31: Waiver

No waiver by RPOSD of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of RPOSD to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

Article 32: Long Term Obligations

- A. With the written consent of RPOSD, Grantee may transfer property acquired with funds granted under this Agreement to another public agency; to a nonprofit organization authorized to acquire real property for park, wildlife, recreation, community, open space, or gang prevention and intervention purposes; or to the California Department of Parks and Recreation, National Park Service, or the US Forest Service, at de minimis cost, provided that approval by RPOSD is obtained prior to the

change and any such successor to the recipient assumes the obligations imposed under the Measure and to accept assignment of this Agreement. Under these conditions, Grantee shall not be required to reimburse RPOSD. Any such transfer must require the nonprofit or public entity acquiring the property to enter into a written contract with RPOSD and agree to comply with the terms of Measure A and this Agreement.

- B. Grantee agrees to provide for reasonable public access to lands acquired in fee with grant monies, including the provision of parking and public restrooms, except when that access may interfere with resource protection.
- C. All facilities shall be open to members of the public generally, as noted in the GAM. Grantee agrees that property and facilities acquired or developed with Measure A funds as per this Agreement shall be available for inspection upon RPOSD's request, in perpetuity.
- D. Grantee agrees to maintain and operate in perpetuity the property acquired, developed, rehabilitated or restored with grant monies, subject to the provisions of Measure A and this Agreement.
- E. Grantee agrees to take all reasonable measures to actively oppose, at its sole expense, any proposal or attempt to act upon, exercise, or assert claims as to reserved rights to the grant funded property that are contrary to the purposes of Measure A, GAM and/or this Agreement, including but not limited to oil, gas, and other hydrocarbon substances; minerals; water; and/or riparian resources. The above notwithstanding, Grantee has no obligation hereunder to initiate litigation challenging any project or proposal based on a reserved right lawfully recorded against the grant funded property in real property records maintained by the Los Angeles County Recorder's Office.

Article 33: Breach

- A. Grantee agrees that compliance with the terms of this Agreement will have significant benefits to Los Angeles County and its constituents. Because such benefits exceed the amount of funds furnished under these provisions, Grantee agrees that any breach would result in incalculable loss, and therefore, any payment by the Grantee to RPOSD of an amount equal to the amount of the funds would be inadequate compensation. In the event that Grantee breaches any of the terms, covenants, representations, or conditions of this Agreement, RPOSD may elect to enforce any and all remedies available at law or in equity, including without limitation, any of the following:
 - 1. Prior to reimbursement of funds:
 - a. Withdrawal of an approved NTP;
 - 2. After payment (partial or full) of a specific project approved through an NTP:
 - a. Seek specific performance of Grantee's obligations under this Agreement;

- b. Receive reimbursement of grant funds awarded under the NTP.
- B. If RPOSD brings an action to enforce the terms of this Agreement, Grantee shall be responsible to pay RPOSD's attorney's fees and costs, including expert witness costs, if RPOSD prevails in said action.
- C. The foregoing remedies are cumulative and may be exercised independently or in combination and are not exclusive to one another or to any other remedies available at law or in equity. In the event RPOSD must pursue any remedy hereunder and is the substantially prevailing party, RPOSD shall be awarded its costs and reasonable legal fees, including costs of collection.

Article 34: NTP Termination

RPOSD may withdraw, in whole or in part, an NTP and/or terminate this Agreement, and/or seek a refund of payments already made if RPOSD determines in its discretion that:

1. Facts have arisen, or situations have occurred, that fundamentally alter the expectations of the parties or make the purposes for an NTP or grant funds approved as contemplated infeasible or impractical;
2. Any material modifications in the scope or nature of a project have occurred from that which was presented in the NTP and such material modifications have not received the prior written approval of RPOSD;
3. Any statement or representation made by Grantee in the NTP, the grant status update report, and back up documents, or is otherwise untrue, inaccurate or incomplete in any material respect;
4. The results of RPOSD's review of the grant status update report are not acceptable to RPOSD;
5. The project described in the NTP will not or cannot be completed by the NTP Performance Period or any extensions granted thereto or delays in the implementation of the project have occurred which, in RPOSD's judgment, make the project impracticable;
6. Title to or encumbrances against the property are or become such that the Grantee is unable to complete the project described in the NTP and/or the property becomes unavailable for public use.

Article 35: Regulatory Requirements

- A. Grantee will not enter into any contract, agreement, lease or similar arrangement, or agree to any amendment or modification to an existing contract, agreement, lease or

similar arrangement, that in RPOSD's opinion, violates federal regulations restricting the use of funds from tax-exempt bonds. Any proposed operating contracts, leases, concession contracts, management contracts or similar arrangements with non-governmental entities that restrict the public use of the project site for (30) thirty consecutive days or more, must be reviewed by RPOSD prior to awarding as they relate to the project or project site in perpetuity. Any such contracts in existence must be disclosed prior to construction.

- B. Grantee (or its representative) shall comply as lead agency with the California Environmental Quality Act (CEQA), Public Resources Code, Section 21000, et. seq. CEQA documents must be recorded with and stamped by the Los Angeles County Registrar Recorder.

Grantee shall add RPOSD to the notification list for CEQA requirements as stated in the GAM.

- C. Grantee and RPOSD will conform to the requirements of Government Code Section 7920.000, et seq. in making all documents relating to this Agreement, the grant obtained and all other related matters available for public review during regular business hours. If an NTP involves acquisition of property, however, both RPOSD and Grantee may withhold from public review any and all documents exempted under Section 7928.705, prior to completion of said acquisition.
- D. If RPOSD is required to defend an action on a Public Records Act request for any of the contents of a Grantee's submission under the terms and conditions of the Agreement, Grantee agrees to defend and indemnify RPOSD from all costs and expenses, including attorneys' fees, in any action or liability arising under, or related to, the Public Records Act.
- E. In order to maintain the exclusion from gross income for federal income tax purposes of the interest on any bonds, notes or other evidences of indebtedness issued for the purpose of providing the grant monies made available in this Agreement, Grantee covenants to comply with each applicable requirement of Section 103 and Sections 141 through 150, inclusive, of the Internal Revenue Code of 1986, as amended. In furtherance of the foregoing covenant, Grantee hereby agrees that it will not, without the prior written consent of RPOSD, (a) permit the use of any portion of the project(s) by any private person or entity, other than on such terms as may apply to the public generally; or (b) enter into any contract for the management or operation of the project or any portion thereof, except with a governmental agency or a nonprofit corporation that is exempt from federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code.
- F. Grantee and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Grantee, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the

part of Grantee or any County lobbyist or County lobbying firm to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which RPOSD may terminate or suspend this Agreement.

IN WITNESS WHEREOF, Grantee and RPOSD have caused this Agreement to be executed by their duly authorized representatives as of the latter day, month and year written below.

GRANTEE:

By: _____
Signature of Authorized Representative

Name: _____

Title: _____

Date: _____

LOS ANGELES COUNTY REGIONAL PARK
AND OPEN SPACE DISTRICT:

By: _____
Director / Administrator

Date: _____

Agreement No. A36

Date

Grantee Information

NOTICE TO PROCEED
REGIONAL PARK AND OPEN SPACE DISTRICT (RPOSD)
AGREEMENT NO. (ENTER NUMBER)
NTP NO. (ENTER NUMBER)
STUDY AREA NO. (ENTER NUMBER)
(ENTER NAME OF ANNUAL ALLOCATIONS PROJECT)

This Notice to Proceed ("NTP"), a subordinate agreement executed wholly within and subject to the provisions of Agreement No. _____ (Enter Number), dated (Enter Date) ("Agreement"), confirms approval of your Annual Allocations Project, as described in your Work Plan dated (Enter Date), for the project described as (Enter Project) ("Project").

1. Scope of Work

2. NTP Performance Period

This Project shall be completed by the NTP Performance Period (Enter Date).

3. Grant Amount

The total maximum amount RPOSD will reimburse Grantee for this Project is (Enter Amount), including related reimbursable expenses as specified. Any items where cost estimates exceed the approved budget, require prior written authorization from RPOSD.

4. Reimbursement

- a. Grantee must complete all required deliverables identified in the attached Work Plan.
- b. The total reimbursement from RPOSD for all deliverables may not exceed Grant Amount, identified in the Grant Amount.
- c. Ensure NTP NO. (Enter Number) appears on invoices submitted to RPOSD for purposes of reimbursement.

All terms of the Agreement which authorize this NTP, will remain in full force and effect. The terms of the Agreement will govern and take precedence over any conflicting terms or conditions in this NTP. This NTP must be in compliance with the terms and conditions of the Agreement to be valid or binding.

At Grantee's written request, this NTP may be amended subject to RPOSD's sole discretion and prior approval. Amendments are to be limited to modifications of the Performance Period, Scope of Work, or Grant Amount.

APPROVED BY:

RPOSD Representative

Date: _____

ITEM NO. 6.7



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Bing Hyun, Asst. City Manager

DATE: August 28, 2025

SUBJECT: Consideration of a Professional Services Agreement with Terra Nova Planning & Research, Inc. for On-Call Environmental Planning Services, in an amount not to exceed \$500,000.00 through June 30, 2030

Background:

The City currently has two firms on its on-call environmental planning services bench: PlaceWorks, Inc. and CASC Engineering & Consulting Inc. City Staff wishes to extend the City's bench, and is requesting that the Council approve a Professional Services Agreement with Terra Nova Planning & Research, Inc. ("Terra Nova").

Discussion:

Terra Nova was founded in 1984, and has offices in Palm Desert, CA and Colorado Springs, CO. It specializes in urban, land use and environmental planning services, and has provided services to multiple cities including, but not limited to, Cathedral City, Coachella, Desert Hot Springs, Indio, Los Alamitos, Palm Springs, Palm Desert, and Whittier.

Staff recommends the City Council approve a Professional Services Agreement with Terra Nova in an amount not to exceed \$500,000.00 through June 30, 2030. If approved, Terra Nova's involvement will follow the City's on-call process: the City requests firms to submit a proposal when a service is needed and the City issues a Notice to Proceed to the selected firm, so long as the cumulative cost does not exceed the firm's contract amount. On-call costs are reimbursed by the project's applicant through a Deposit and Reimbursement Agreement.

Fiscal Impact:

There is no fiscal impact to the City as environmental planning service costs are fully reimbursable by the project applicant.

Recommendation:

Staff recommends that the City Council approve a professional services agreement with Terra Nova Planning & Research, Inc. in the amount of \$500,000.00 through June 30, 2030.

Exhibits:

1. Professional Services Agreement with Terra Nova Planning & Research, Inc.

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of August 28, 2025 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Terra Nova Planning & Research, 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 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 environmental consulting services, serving a municipal agency.

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

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

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

3. MANAGEMENT

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

4. PAYMENT

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

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

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

5. 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 4 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:	Terra Nova Planning & Research, Inc. 42635 Melanie Place, Suite 101 Palm Desert, CA 92211 Attention: Nicole Sauviat Criste, 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 an indemnity provision similar to the one provided herein and identifying City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

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

17. ENTIRE AGREEMENT

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

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

“CITY”
City of Industry

“CONSULTANT”
Elevate Public Affairs, LLC

By: _____
Joshua Nelson, City Manager

By: _____
Nicole Sauviat Criste, Principal

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

Approved as to form:

By: _____
James M. Casso, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide the following services:

Preparation of environmental studies, analyses, and any documents necessary for compliance with any federal, state, regional, county, or local regulations, including, but not limited to, the California Environmental Quality Act and the National Environmental Policy Act.

EXHIBIT B
RATE SCHEDULE

<u>Title</u>	<u>Hourly Rate</u>
Principal Planner	\$225.00
Senior Planner	\$175.00
Associate Planner	\$160.00
Assistant Planner	\$125.00
Graphic Design Specialist	\$85.00
Administrative Assistant	\$65.00

Reimbursable Expenses

Description	Rate
Photo copies (8.5" X 11" BW)	\$ 0.15 ea.
Photo copies (8.5" X 11" Color)	\$ 0.30 ea.
Photo copies (11" X 17" BW)	\$ 0.60 ea.
Photo copies (11" X 17" Color)	\$ 0.60 ea.
Large format plots, reproduction, special photographic services, document printing, aerial photogrammetry, postage, telephone toll, and FAX transmittals	Actual cost

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. 6.8

Backup Material will be distributed prior to Meeting

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
Sean Calvillo, Director of Operations

DATE: August 28, 2025

SUBJECT: Consideration of Amendment No. 2 to the Cost Sharing Agreement with the Puente Basin Water Agency, for the Phase 2 development of the Groundwater Management Plan for the Puente Basin

Background:

On May 25, 2022, the Puente Basin Water Agency ("PBWA") entered into an agreement with West Yost to develop a Groundwater Management Plan ("GMP") for the Puente Basin. The goal was to maximize the beneficial use of the Puente Basin that could involve imported water supplied from the Metropolitan Water District, treated recycled water, and groundwater from adjacent basins. The main objective was to increase the use of its reliable, local water supplies, and minimize the dependence on less reliable imported water supplies. The GMP was created by developing an understanding of the physical state of the basin, establish goals for the basin with stakeholders, evaluate alternatives for basin management that includes a water-supply cost model and surface-water model, and finally the preparation and implementation of the final plan.

The City is part of the Puente Basin Watermaster judgement, and is a stakeholder in the Puente Basin. The GMP benefits the City by providing a better understanding of the state of the basin, and potentially increase the use of the basin for non-potable uses. A Cost Sharing Agreement ("Agreement") between the City and PBWA was approved on November 10, 2022, to share in the cost of the development of the GMP by West Yost, through December 30, 2023. The City contributed one third of the total cost of Phase 1, which totaled \$64,070.67. The PBWA consists of Rowland Water District and Walnut Valley Water District which will cover the remaining two thirds of the cost.

While the PBWA is directly contracted with West Yost, the City was named as additional insured by West Yost. While West Yost agreed to indemnify the City, there are concerns about

indemnification. PBWA drafted its agreement with West Yost to solely include indemnity language for design professionals, however West Yost is not acting in a design professional capacity. Further, as drafted, the indemnity language only requires West Yost to indemnify the parties for its negligence, or reckless or willful misconduct, and only requires them to reimburse the indemnified parties in proportion to proven acts of negligence. This language limits the indemnity, and while the City proposed revisions that would offer more protection for both PBWA and the City, PBWA rejected those amendments. However, Staff believed that the development of the GMP is essential to determining the state and future of the Puente Basin, and Staff recommended the City Council approve the Agreement with PBWA to contribute to the cost of the GMP.

On April 25, 2024, Amendment No. 1 was approved to extend the term through June 30, 2025, and increase the City's contribution for the work by \$49,067.33, for the Phase 2, Parts 1 and 2 portions of the project. This work entailed evaluating alternatives for the basin's management. This included defining and evaluating various management alternatives and selecting preferred recommended alternatives based on those evaluations. The recommended alternatives included potential projects and associated cost estimates to complete the work.

Discussion:

The project is ongoing and now entering into Phase 2, Part 3 of the project. The tasks associated with Part 3 include:

- Prepare cost analyses without the implementation of a Basin Management Alternative
- Prepare cost analyses for Basin Management Alternatives
- Prepare technical memorandum
- Project management, administration, and meetings

Staff recommends approving Amendment No. 2 to the Agreement to add the scope of work for Phase 2, Part 3, to extend the term through June 30, 2026 to complete the work, along with a \$24,711.00 increase in the City's contribution for the additional work.

Fiscal Impact:

The fiscal impact is \$24,711.00. In the adopted FY 2025-2026 budget, \$400,000.00 is approved for this work (Account No. 100-624-5120.01).

Recommendation:

Approve Amendment No. 2 to the Cost Sharing Agreement with Puente Basin Water Agency.

Exhibits:

1. Amendment No. 2 to the Cost Sharing Agreement with Puente Basin Water Agency, dated August 28, 2025
2. PBWA Amendment 2 - Exhibit C - Phase 2 Part 3 Scope of Services

**AMENDMENT NO. 2 TO COST SHARING AGREEMENT
PUENTE BASIN GROUNDWATER MANAGEMENT PLAN**

This Amendment No. 2 to Cost Sharing Agreement (“Agreement”) is effective as of this 1st day of July, 2025 (“Effective Date”), by and between the Puente Basin Water Agency (“PBWA”), a joint powers agency consisting of Rowland Water District (“RWD”), a county water district, and Walnut Valley Water District (“WVWD”), a California water district; and the City of Industry, a municipal corporation (“City”). PBWA and City are sometimes individually referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

A. PBWA and City entered into a Cost Sharing Agreement dated November 10, 2022 (the “Agreement”) under which they agreed to share the costs as specified in the Agreement for the development of Phase 1 of a Groundwater Management Plan for the Puente Basin (the “GMP”).

B. PBWA and City entered into the First Amendment to the Agreement dated April 25, 2024 which added a recital to the Agreement, revised PBWA’s Point of Contact, extended the term of the Agreement to June 30, 2025, and revised the cost sharing provision of Section 3.3.1 of the Agreement.

C. The consultant, West Yost (the “Consultant”) engaged by PBWA has now completed the services related to Phase 2 – Part 1 of the GMP and will be proceeding to develop Phase 2 – Part 3 of the GMP – Cost Analysis of Two (2) Basin Management Alternatives for the Puente Basin and Determine Next Steps to Develop a Groundwater Management Plan.

D. PBWA and City by this Amendment desire to set forth the revisions to the Agreement necessary to share the costs for development of Phase 2 – Part 3 of the GMP, as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which is acknowledged, the Parties agree as follows:

1. A Recital 2.2 of the Agreement is deleted in its entirety and is replaced by the following:

“2.2 PBWA has engaged Consultant to develop Phase 2 – Part 3 of the GMP - Cost Analysis of Two (2) Basin Management Alternatives for the Puente Basin and Determine Next Steps to Develop a Groundwater Management Plan. Consultant will provide those services more specifically delineated in the Scope of Work attached hereto as Exhibit C and the Parties will share the costs of those services as set forth herein.”

2. In Section 3.2 – Term, the amended termination date of June 30, 2025 is replaced with June 30, 2026.

3. In Section 3.3.1 – Cost Sharing, the following sentence is added to the end of the paragraph, as previously amended:

“In addition, with respect to the Phase 2 – Part 3 services, the Consultant will bill PBWA on a time-and-materials basis, as actual work is performed, up to a not-to-exceed amount of Seventy-Four Thousand One Hundred Thirty-Two Dollars (\$74,132.00), to be paid as specified in this section.”

4. Except as amended by Paragraphs 1 through 3, above, the Agreement, as previously amended, shall remain in full force and effect.

CITY OF INDUSTRY

Joshua Nelson, City Manager

ATTEST:

Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM:

James M. Casso, City Attorney

PUENTE BASIN WATER AGENCY

Jared Macias, Administrative Officer

EXHIBIT C

SCOPE OF WORK FOR PHASE 2 – PART 3

It is recommended that the cost analysis of the Basin Management Alternatives is performed first by the PBWA, prior to the hydraulic analysis to evaluate the impacts to the Puente Basin using modeling and monitoring. Hence, the recommended scope of services for the next steps to develop a GMP in Part 3 of Phase 2 described in Section 5 includes performing the cost analysis for up to seven Basin Management Alternatives and using the results to make informed decisions on the prioritization and selection the Basin Management Alternatives to further evaluate.

4.3 Selection of Basin Management Alternatives for Further Evaluation

The PBWA utilized the information presented in the draft TM-3, Parts 1 and 2 (published in March 2025)—specifically Section 4.1 which outlines the ranking results of the Basin Management Alternatives, and Section 4.2 which defines the scope for evaluating those alternatives, to select the alternatives for further evaluation in Part 3 of Phase 2. The PBWA decided in June 2025 to move forward with the evaluation of Basin Management Alternatives 1A and 1B. The cost for the scope of services described in Section 5 was updated for the final TM-3 to reflect the cost to evaluate two Basin Management Alternatives.

5.0 SCOPE OF SERVICES TO PERFORM PHASE 2 - PART 3

As described in Section 4.2.2, we recommend an approach that includes first performing the cost analysis evaluation for the selected Basin Management Alternatives identified by the PBWA in Section 4.3. The results of the cost analysis will be used by the PBWA to make informed decisions on the next steps to further evaluate Basin Management Alternative/s for their hydraulic impact to the basin using modeling and/or monitoring methods described in Section 4.2.1. This section describes the proposed scope of services and cost estimates for Phase 2 – Part 3 to: (i) perform the cost analysis on the Basin Management Alternatives; (ii) identify which Basin Management Alternatives warrant further evaluation for their hydraulic impact to the basin; and (iii) and determine the PBWA’s next steps and refined scope of services and cost estimate to further evaluate Basin Management Alternatives for their hydraulic impact.

As discussed in Section 4.3, the PBWA has decided to proceed with the cost analysis of two Basin Management Alternatives, 1A and 1B. Accordingly, the cost estimate for the scope of services in this section has been updated in this final version of TM-3 to reflect the evaluation of these two alternatives.

The major tasks for this scope of services include:

- Task 1 - Prepare Cost Analyses Without the Implementation of a Basin Management Alternative
- Task 2 - Prepare Cost Analyses for Basin Management Alternatives
- Task 3 - Prepare Technical Memorandum
- Task 4 - Project Management, Administration, and Meetings

Task 1 – Prepare Cost Analyses Without the Implementation of a Basin Management Alternative

In this task, West Yost will develop long-term water supply plans and determine the unit cost of each water supply for the water purveyors of the Puente Basin, assuming no implementation of a Basin Management Alternative. These water supply and cost plans will serve as a “baseline” for comparison to the Basin Management Alternatives(s).

Task 1.1 Develop Annual Water Supply Plans for Each Water Purveyor, and in Aggregate, for 2025 to 2075

This task involves working with each water purveyor to collect information and prepare projections of water supply plans for the next 50 years (2025-2075) assuming no implementation of a Basin Management Alternative. Tables will be prepared to summarize the water supply plans.

Task 1.1 Deliverables

- Tables of the annual water supply volumes for each water purveyors, for 2025 to 2075
- Tables of the annual water supply volumes as a total aggregate for all water purveyors, for 2025 to 2075

Task 1.2 Develop Annual Unit Costs and Melded Unit Cost for Each Water Purveyor, and in Aggregate, for 2025 to 2075

This task involves working with each water purveyor to collect the following cost information to determine the unit cost for the various water supplies:

- Commodity costs. The cost of acquiring the water supply. For example, the commodity costs for Puente Basin groundwater are the Puente Basin Watermaster expenses allocated to the Principal Parties.
- Production costs. The energy costs associated with producing the water supply.
- Operations and Maintenance (O&M) costs. The variable costs for field staff, contract services, tools and equipment, training and supplies, repairs and general maintenance, and the regulatory compliance associated with producing the water supply. This excludes maintenance on reservoirs or pipelines and the variable O&M costs associated with treatment.
- Treatment costs. The costs for chemicals and other variable O&M costs associated with the treatment necessary to produce potable water.

An annual percentage increase in unit cost will be assumed through the planning period to account for factors such as inflation and technological advancements. Tables will be prepared to summarize the annual unit cost and melded cost for the water supply plans.

Task 1.2 Deliverables

- Tables of the annual unit cost of each water supply and melded unit cost of all water supplies for each water purveyor, for 2025 to 2075
- Tables of the annual melded unit cost for all water supplies as a total aggregate for all water purveyors, for 2025 to 2075

Task 1.3 – As-needed Coordination and Meetings with PBWA to Confirm Water Supply Plans and Cost.

West Yost will coordinate with the PBWA via email, calls, and virtual meetings to review and approve water supply plans and cost.

Task 2 – Prepare Cost Analyses for Basin Management Alternatives

In this task, West Yost will develop engineering cost estimates for the implementation of Basin Management Alternatives 1A and 1B. These engineering costs will be used to prepare updated long-term

water supply plans and unit costs for the water purveyors of the Puente Basin in aggregate, with the implementation of each Basin Management Alternative.

Task 2.1 Develop Planning Criteria and Assumptions.

This task includes gathering relevant data and developing a list of all planning criteria for the unit cost of equipment and materials, along with other assumptions used to estimate the cost for implementing projects under the Basin Management Alternatives 1A and 1B.

Task 2.1 Deliverable

- Table of planning criteria of unit costs and other assumptions to estimate implementation cost of Basin Management Alternatives

Task 2.2 Develop Engineering Cost Estimates for Basin Management Alternatives.

This task involves developing high-level conceptual engineering cost estimates for the projects envisioned under the Basin Management Alternatives selected to further evaluate. The cost estimates are based on feasibility-level design and operating schemes for each new project, utilizing the unit costs and assumptions outlined in Task 2.1. The estimates encompass costs for construction (including engineering, management, and administrative expenses), O&M, and loans for capital improvements.

Task 2.2 Deliverable

- Tables of engineering cost estimates for each (2) Basin Management Alternative (1A and 1B)

Task 2.3 Develop Cost Estimates for the Water Purveyors' Aggregate Water Supply Plans for the Basin Management Alternatives.

This task involves preparing the annual water supply plans and melded unit cost of all water supplies for the water purveyors in aggregate inclusive of the implementation of Basin Management Alternative 1A and 1B.

Task 2.3 Deliverables

- Tables of the total water supplies as an aggregate for all water purveyors for each (2) Basin Management Alternative (1A and 1B)
- Tables of the melded unit cost for water supplies as an aggregate for all water purveyors for each (2) Basin Management Alternative (1A and 1B)

Task 3 – Prepare Technical Memorandum

A Technical Memorandum 4 (TM-4) will be prepared to describe the cost analysis of the long-term impact from the implementation of the Basin Management Alternatives, and the results and next steps. TM-4 will include the following sections:

1. Background and Objectives
2. Cost Analysis for Implementation of Basin Management Alternatives
3. Basin Management Alternatives Selected for Further Evaluation
4. Scope and Cost to Evaluate Basin Management Alternatives for the Hydraulic Impact to the Puente Basin

TM-4 will be prepared in two stages to enable the PBWA to make informed decisions on which Basin Management Alternative to further evaluate and implement based on the cost analysis results. The initial stage (Sections 1 and 2) will describe the cost analysis for Basin Management Alternative 1A and 1B and

assess the economic benefits and drawbacks of their implementation. The second stage (Sections 3 and 4) will include the PBWA's final selection of the Basin Management Alternatives for further evaluation of their hydraulic impact on the Basin as well as the refined scope and cost of conducting these evaluations from those described at a high-level in Section 4.2 of this TM-3. As a result, this task will lead to the final selection of Basin Management Alternatives for further evaluation using modeling and/or monitoring methods, along with a refined scope and cost for these evaluations. As outlined in Section 4.2.3.1, the recommended approach for evaluating the hydraulic impacts of Basin Management Alternatives 1A and 1B is the implementation of a monitoring program, rather than the use of a groundwater-flow model. As a result, the development of the next steps and the refined scope of services described in Section 4 of TM-4 will incorporate the design and implementation this monitoring program.

Task 3.1 – Draft Sections 1 and 2 of TM-4.

A draft of Sections 1 and 2 of TM-4 will be prepared. It will be distributed to PBWA and stakeholders for a one-month review period.

Task 3.2 – Conduct Workshop to Review Sections 1 and 2 of TM-4.

A virtual workshop will be held with PBWA and other interested stakeholders to review the draft Sections 1 and 2 of TM-4. The workshop will be held during the one-month review period. The PBWA and stakeholders will submit written comments and suggested edits on Sections 1 and 2 during the review period.

Task 3.3 – As-needed Meeting with PBWA on TM-4.

West Yost will conduct one as-needed virtual meeting with the PBWA staff to obtain additional feedback on Sections 1 and 2 of TM-4, and feedback on the final selection of Basin Management Alternatives for further evaluation.

Task 3.4 – Draft Sections 3 and 4 of TM-4.

Feedback received from PBWA staff and stakeholders on TM-4 Sections 1 and 2 will be addressed and documented in an appendix. A draft of Sections 3 and 4 of TM-4 will be prepared and distributed to PBWA and stakeholders for a one-month review period.

Task 3.5 – Prepare Final TM-4.

Feedback received from PBWA staff and stakeholders on TM-4 Sections 3 and 4 will be addressed and documented in an appendix; and a final TM-4 will be prepared.

Task 3 Deliverables:

- PowerPoint and minutes from Workshop
- Draft Sections 1 and 2 of TM-4
- Draft Sections 3 and 4 of TM-4
- Final Draft of TM-4

Task 4 – Project Management, Administration, and Meetings

This task includes all project coordination, administration, and meetings.

Task 4.1 – Project Coordination and Administration.

Includes coordinating staffing over the duration of the project and providing monthly invoices and status to PBWA staff of project progress, schedule, and budget status.

Task 4.2 – As-needed Project Meetings.

Includes preparing for and conducting one as-needed virtual coordination meeting with PBWA staff to discuss as-needed topics for the development of TM-4.

Cost Estimate to Perform Phase 2 – Part 3

Table 11 is a detailed work breakdown structure and line-item cost estimate for the effort and cost for each task and subtask for the scope of services described above. West Yost will perform the scope of services on a time-and-materials basis at the billing rates set forth in West Yost’s 2025 Billing Rate Schedule in Attachment B.

Table 11. Work Breakdown Structure and Fee Estimate to Perform Phase 2 Part 3 - Cost Analysis of Two (2) Basin Management Alternatives for the Puente Basin and Determine Next Steps to Develop a Groundwater Management Plan

Description		Labor									Total Program Costs	
		Principal Engineer/ Geologist II	Principal Scientist I	Senior Engineer II	Staff Engineer III	Geologist II	Tech Specialist I	Task Multi- plier	Total Labor			
									Person Hours	Labor Cost		
										task	Task	
Task 1 - Prepare Cost Analyses Without the Implementation of a Basin Management Alternative										\$12,442		\$12,442
1.1	Develop Annual Water Supply Plans for Each Water Purveyor, and in Aggregate, for 2025 to 2075		3.0		7.0		2.0	1	12.0	\$2,911		\$2,911
1.2	Develop Annual Unit Costs and Melded Unit Cost Each Water Purveyor, and in Aggregate, for 2025 to		4.0	3.0	20.0		3.0	1	30.0	\$7,236		\$7,236
1.3	As-needed Coordination and Meetings with PBWA to Confirm Water Supply Plans and Cost		3.0		6.0			1	9.0	\$2,295		\$2,295
Task 2 – Prepare Cost Analyses for Basin Management Alternatives										\$20,652		\$20,652
2.1	Develop Planning Criteria and Assumptions	5.0	6.0		10.0			1	21.0	\$5,832		\$5,832
2.2	Develop Engineering Cost Estimates for Basin Management Alternatives	4.0	5.0		10.0		0.5	2	39.0	\$10,550		\$10,550
2.3	Develop Cost Estimates for the Water Purveyors’ Aggregate Water Supply Plans for the Basin Management Alternatives		1.0	2.0	5.0		0.5	2	17.0	\$4,270		\$4,270
Task 3 - Prepare Technical Memorandum										\$32,438		\$32,438
3.1	Draft Sections 1 and 2 of TM-4	4.0	14.0		14.0	6.0	5.0	1	43.0	\$11,196		\$11,196
3.2	Conduct Workshop to Review Sections 1 and 2 of TM-4.	2.0	10.0		10.0			1	22.0	\$6,086		\$6,086
3.3	As-needed Meeting with PBWA on TM-4	2.0	4.0		2.0			1	8.0	\$2,392		\$2,392
3.4	Draft Sections 3 and 4 of TM-4	6.0	14.0	5.0	5.0		4.0	1	34.0	\$9,870		\$9,870
3.5	Prepare Final TM-4	1.0	4.0		4.0		2.0	1	11.0	\$2,894		\$2,894
Task 4 – Project Management, Administration, and Meetings										\$8,600		\$8,600
4.1	Project Coordination and Administration		2.5				0.3	7	19.3	\$5,891		\$5,891
4.2	As-needed Project Meeting	2.0	5.0		2.0			1	9.0	\$2,709		\$2,709
Total		30	97	12	110	6	20		274		\$74,132	\$74,132

Table 12 summarizes the estimated cost for Tasks 1 through 4.

Table 12. Summary of Cost to Perform Cost Analysis for Two (2) Basin Management Alternatives for the Puente Basin and Determine Next Steps to Develop a Groundwater Management Plan		
Task No.	Task Name	Cost
1	Prepare Cost Analyses Without the Implementation of a Basin Management Alternative	\$12,442
2	Prepare Cost Analyses for Basin Management Alternatives	\$20,652
3	Prepare Technical Memorandum	\$32,438
4	Project Management, Administration, and Meetings	\$8,600
Total		\$ 74,132

SCHEDULE TO PERFORM PHASE 2 – PART 3

West Yost anticipates completing Tasks 1 through 4 within six months of a notice-to-proceed.

STAFFING AND CLOSING COMMENTS

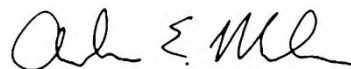
Veva Weamer will serve as the lead scientist and project manager and will be responsible for implementing the project per the final approved scope and budget. Ms. Weamer will be supported by West Yost geologists, engineers, and scientists for implementation of the scope of services. Andy Malone will serve as the technical reviewer and will provide technical support to the project team and QA/QC of all project deliverables. Samantha Adams will serve as the Principal-in-Charge and will also perform technical review.

Thank you for providing West Yost the opportunity to continue to assist the PBWA in developing the GMP. We look forward to working with you on this important project. Please call if you have any questions or require additional information.

Sincerely,
WEST YOST



Veva Weamer
Project Manager



Andy Malone, PG
QA/QC
PG #86007

cc: Samantha Adams, Principal in Charge;

Attachment A: Response to Comments and Updates to Draft TM-3 Part 1

Attachment B: West Yost 2025 Billing Rate Schedule

2025 Billing Rate Schedule

(Effective January 1, 2025, through December 31, 2025)*

POSITIONS	LABOR CHARGES (DOLLARS PER HOUR)
ENGINEERING	
Principal/Vice President	\$373
Engineer/Scientist/Geologist Manager I / II	\$352 / \$369
Principal Engineer/Scientist/Geologist I / II	\$317 / \$338
Senior Engineer/Scientist/Geologist I / II	\$286 / \$300
Associate Engineer/Scientist/Geologist I / II	\$237 / \$255
Engineer/Scientist/Geologist I / II / III	\$185 / \$215 / \$224
Engineering Aide	\$111
Field Monitoring Services	\$138
Administrative I / II / III / IV	\$102 / \$127 / \$152 / \$168
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	\$366 / \$369
Principal Tech Specialist I / II	\$336 / \$348
Senior Tech Specialist I / II	\$308 / \$321
Senior GIS Analyst	\$278
GIS Analyst	\$264
Technical Specialist I / II / III / IV	\$196 / \$224 / \$251 / \$280
Technical Analyst I / II	\$141 / \$168
Technical Analyst Intern	\$113
Cross-Connection Control Specialist I / II / III / IV	\$147 / \$159 / \$179 / \$198
CAD Manager	\$222
CAD Designer I / II	\$172 / \$194
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	\$355
Construction Manager I / II / III / IV	\$211 / \$226 / \$239 / \$303
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$190 / \$211 / \$235 / \$244
Apprentice Inspector	\$172
CM Administrative I / II	\$91 / \$124
Field Services	\$244

- Hourly rates include charges for technology and communication, such as general and CAD computer software, telephone calls, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside services, such as vendor reproductions, prints, and shipping; major West Yost reproduction efforts; as well as engineering supplies, etc., will be billed at the actual cost plus 15%.
- The Federal Mileage Rate will be used for mileage charges and will be based on the Federal Mileage Rate applicable to when the mileage costs were incurred. Travel other than mileage will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness services, research, technical review, analysis, preparation, and meetings will be billed at 150% of standard hourly rates. Expert witness testimony and depositions will be billed at 200% of standard hourly rates.
- A finance charge of 1.5% per month (an annual rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

2025 Billing Rate Schedule

(Effective January 1, 2025, through December 31, 2025)*

Equipment Charges

EQUIPMENT	BILLING RATES
2" Purge Pump & Control Box	\$300 / day
Aquacalc / Pygmy or AA Flow Meter	\$28 / day
Emergency SCADA System	\$35 / day
Field Vehicles (Groundwater)	\$1.02 / mile
Gas Detector	\$80 / day
Generator	\$60 / day
Hydrant Pressure Gauge	\$10 / day
Hydrant Pressure Recorder, Impulse (Transient)	\$55 / day
Hydrant Pressure Recorder, Standard	\$40 / day
Low Flow Pump Back Pack	\$135 / day
Low Flow Pump Controller	\$200 / day
Powers Water Level Meter	\$32 / day
Precision Water Level Meter 300ft	\$30 / day
Precision Water Level Meter 500ft	\$40 / day
Precision Water Level Meter 700ft	\$45 / day
QED Sample Pro Bladder Pump	\$65 / day
Skydio 2+ Drone (2 hour minimum)	\$100 / hour
Storage Tank	\$20 / day
Sump Pump	\$24 / day
Transducer Communications Cable	\$10 / day
Transducer Components (per installation)	\$23 / day
Trimble GPS – Geo 7x	\$220 / day
Tube Length Counter	\$22 / day
Turbidity Meter	\$30 / day
Turbidity Meter (2100Q Portable)	\$35 / day
Vehicle (Construction Management)	\$10 / hour
Water Flow Probe Meter	\$20 / day
Water Quality Meter	\$50 / day
Water Quality Multimeter	\$185 / day
Well Sounder	\$30 / day

* This schedule is updated annually

ITEM NO. 6.10



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Bing Hyun, Asst. City Manager

DATE: August 28, 2025

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, RESCINDING RESOLUTION NO. CC 2025-18, AND AMENDING THE CURRENT SALARY RANGE SCHEDULES FOR FISCAL YEAR 2025-26 AS ADOPTED ON JUNE 10, 2025, TO ADD A NEW PLANNING MANAGER POSITION, AND REVISE THE SALARY RANGE FOR GRADE RANGE #7

Background:

On June 10, 2025, the City Council approved and adopted the City's Operating Budget for Fiscal Year ("FY") 2025-26, along with FY 2025-26 City's Salary Range Schedule. The Salary Schedule adopted for the Fiscal Year starting July 1, 2025 did not include the Planning Manager position, and the COLA increase included in the FY 2025-26 Adopted Budget was not applied to Grade Range #7.

Discussion:

The Planning Manager position is being proposed in the current amendment as an exempt position. The position will oversee planning activities for development projects, ensure continued compliance with zoning and land use regulations, and guide projects through the California Environmental Quality Act review process. On June 10, 2025, the City Council adopted Resolution No. 2025-18, amending the Salary Range Schedule to demonstrate a COLA increase for City Employees. The COLA increase for Grade Range #7 was not adjusted in the salary schedule, so the proposed resolution will resolve this clerical discrepancy.

Fiscal Impact:

The fiscal impact to the FY 2025-26 budget is \$276,740.00. An appropriation is requested from the General Fund to the Treasury Department to cover the additional salary and benefits for the Planning Manager position. The revision to Grade Range #7 is a clerical correction, so no fiscal adjustment is needed.

Recommendation:

City Staff recommends that the City Council adopt Resolution No. CC 2025-36, amending the City's of Industry's FY 2025-26 Salary Schedule, as adopted.

Exhibits:

1. Resolution No. CC 2025-36

RESOLUTION NO. CC 2025-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, RESCINDING RESOLUTION NO. CC 2025-18, AND AMENDING THE CURRENT SALARY RANGE SCHEDULES FOR FISCAL YEAR 2025-26 AS ADOPTED ON JUNE 10, 2025, TO ADD A NEW PLANNING MANAGER POSITION, AND REVISE THE SALARY RANGE FOR GRADE RANGE #7

RECITALS

WHEREAS, on June 10, 2025, the City Council approved and adopted an amendment to City's Salary Range Schedules for Fiscal Year 2025-26; and

WHEREAS, the Salary Range Schedule adopted for the Fiscal Year, starting July 1, 2025, did not include the Planning Manager position, and the COLA increase included in the FY 2025-26 Adopted Budget was not applied to Grade Range #7; and

WHEREAS, it is necessary to adopt a Salary Range Scheduled for FY 2025-26 to create one Planning Manager position and demonstrate the COLA increase for Grade Range #7.

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

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

SECTION 2. Findings. The City Council hereby finds as follows:

- A. The City Council is authorized under Government Code Section 36506 to establish salary ranges for City employees and appointed officers.
- B. The City has followed all legal prerequisites prior to the adoption of this resolution.

SECTION 3. The City Council hereby rescinds Resolution No. CC 2025-18 in its entirety, and all prior salary range resolutions, and adopts a revised Salary Range Schedule establishing the Planning Manager position, and revising the salary range for Grade Range #7, as set forth in Exhibit A, attached hereto and incorporated herein by reference.

SECTION 4. The City's amended Salary Range Schedule will be promptly made available for public review during normal business hours upon request and will also be posted on the City's website. A copy of this Salary Range Schedule will be retained for at least five years following the effective date of this Resolution.

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 August 28, 2025, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Cory C. Moss, Mayor

ATTEST:

Julie Gutierrez-Robles, City Clerk

CITY OF INDUSTRY



SALARY RANGE SCHEDULE

FY 2025-2026

Date Effective: July 1, 2025 Updated 8/28/25

Exhibit A

NON-MANAGEMENT CLASSIFICATIONS

<u>Grade</u> <u>Range #</u>	<u>POSITION</u>		<u>SALARY RANGE</u>		<u>Exempt</u> <u>Status</u>
			<u>Bottom Step</u>	<u>Top Step</u>	
3	Administrative Technician I	Annually	\$64,800.00	\$86,400.00	NE
		Monthly	\$5,400.00	\$7,200.00	
5	Accounting Technician I Administrative Technician II	Annually	\$72,100.00	\$96,100.00	NE
		Monthly	\$6,008.33	\$8,008.33	NE
6	Human Resources Technician I	Annually	\$67,700.00	\$90,300.00	NE
		Monthly	\$5,641.67	\$7,525.00	
7	Accounting Technician II	Annually	\$77,500.00	\$103,300.00	NE
	Administrative Technician III	Monthly	\$6,458.33	\$8,608.33	NE
	Human Resources Technician II				NE
8	Accounting Technician III Assistant to the City Manager	Annually	\$87,000.00	\$115,000.00	NE
		Monthly	\$7,250.00	\$9,583.33	NE
9	Accountant I	Annually	\$89,500.00	\$119,400.00	NE
	Financial Analyst I	Monthly	\$7,458.33	\$9,950.00	NE
	Human Resources Analyst I				NE
	Management Analyst I				NE
10	Deputy City Clerk	Annually	\$89,500.00	\$119,400.00	NE
	Deputy City Treasurer	Monthly	\$7,458.33	\$9,950.00	NE

CITY OF INDUSTRY

SALARY RANGE SCHEDULE

FY 2025-2026

Date Effective: July 1, 2025 Updated 8/28/25

MANAGEMENT CLASSIFICATIONS

<u>Grade</u> <u>Range #</u>	<u>POSITION</u>		<u>SALARY RANGE</u>		<u>Exempt</u> <u>Status</u>
			<u>Bottom Step</u>	<u>Top Step</u>	
11	Accountant II	Annually	\$98,800.00	\$131,700.00	E
	Financial Analyst II	Monthly	\$8,233.33	\$10,975.00	E
	Human Resources Analyst II				E
	Management Analyst II				E
12	Accountant III	Annually	\$109,600.00	\$146,100.00	E
	Financial Analyst III	Monthly	\$9,133.33	\$12,175.00	E
	Human Resources Analyst III				E
	Management Analyst III				E
	Code Enforcement Supervisor				E
13	Engineering Manager	Annually	\$130,800.00	\$155,600.00	E
	Assistant City Treasurer	Monthly	\$10,900.00	\$12,966.67	E
	Executive Assistant to the City Manager				
14	Development and Administrative Services Manager	Annually	\$145,800.00	\$198,300.00	E
	Human Resources Manager	Monthly	\$12,150.00	\$16,525.00	E
	Planning Manager				
15	City Clerk	Annually	\$153,200.00	\$205,600.00	E
		Monthly	\$12,766.67	\$17,133.33	
16	City Engineer/Director of Public Works	Annually	\$187,500.00	\$230,400.00	E
		Monthly	15,625.00	\$19,200.00	
17	Assistant City Manager	Annually	\$237,700.00	\$298,000.00	E
	Assistant City Manager/Public Affairs Manager	Monthly	\$19,808.33	\$24,833.33	E
	City Treasurer				E
	Director of Finance				E
18	City Manager - Contract Position	Annually	\$292,500.00	\$337,500.00	E
		Monthly	\$24,375.00	\$28,125.00	

CITY OF INDUSTRY
SALARY RANGE SCHEDULE

FY 2025-2026

Date Effective: July 1, 2025 Updated 8/28/25

PART-TIME EMPLOYEES (HOURLY)

<u>Grade</u> <u>Range #</u>	<u>POSITION</u>		<u>SALARY RANGE</u>		<u>Exempt</u> <u>Status</u>
			<u>Bottom Step</u>	<u>Top Step</u>	
PT-1	P/T Receptionist I	Hourly	\$23.92	\$31.90	N/A
PT-2	P/T Receptionist II	Hourly	\$32.63	\$43.51	N/A
PT-3	P/T Administrative Technician I	Hourly	\$33.74	\$44.99	N/A
PT-4	P/T Administrative Technician II	Hourly	\$37.53	\$50.04	N/A
PT-5	Code Enforcement Officer I	Hourly	\$35.45	\$47.27	N/A
PT-6	Code Enforcement Officer II	Hourly	\$43.39	\$57.85	N/A
PT-7	Public Safety Coordinator	Hourly	\$43.39	\$57.85	N/A
PT-8	Public Safety Manager	Hourly	\$90.14	\$110.77	N/A
PT-9	Special Project Manager	Hourly	\$90.14	\$110.77	N/A

BOARDS AND COMMISSIONS

<u>POSITION</u>			<u>SALARY RANGE</u>	<u>Monthly</u>	<u>Exempt</u>
BC-1	City Council/Successor Agency/Industry Public Finance Authority	Stipend		\$2,872.43	E
BC-2	Industry Public Utilities Commission	Stipend		\$355.80	E
BC-3	Planning Commission	Stipend		\$987.33	E
BC-4	Civic Recreational Industrial Authority	Stipend		\$987.33	E
BC-5	Industry Property and Housing Management Authority	Stipend		\$870.35	E