



CITY COUNCIL REGULAR MEETING AGENDA

SEPTEMBER 25, 2025 AT 9:00 AM

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

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

ADDRESSING THE CITY COUNCIL:

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

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

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

www.microsoft.com/microsoft-teams/join-a-meeting

Meeting ID: 258 257 557 660 0

Meeting Passcode: fg9zo3zR

Or call in (audio only)

+1 657-204-3264,

Phone Conference ID: 696 983 536#

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.

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1. Call to Order
 2. Flag Salute
 3. AB 2449 Vote on Emergency Circumstances (if necessary)
 4. Roll Call

5. Presentations

6. **CONSENT CALENDAR**

- 6.1. Consideration of the Register of Demands for September 25, 2025

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

- 6.2. Consideration of a Facilities Use Agreement with Delhaven Community Center, for access to the parking lot located at the Workman and Temple Homestead Museum, to utilize for a fundraising event

RECOMMENDED ACTION: Approve the Agreement.

- 6.3. Consideration of a Professional Services Agreement with Biggs Cardosa Associates, Inc., to provide Bridge Engineering Services in an amount not to exceed \$1,043,872.00, through September 25, 2028

RECOMMENDED ACTION: Approve the Agreement

- 6.4. Consideration of Amendment No. 3 to the Agreement with Tyler Technologies, Inc. for software to host the City's Enterprise Resources Planning System, extending the term to December 31, 2029, increasing the compensation by \$15,593.47, and revising the scope of services

RECOMMENDED ACTION: Approve Amendment No. 3

- 6.5. Consideration of an Extension to Agreement with County Sanitation District No. 2 of Los Angeles County for the purchase of Reclaimed Water

RECOMMENDED ACTION: Approve the Agreement.

- 6.6. Consideration of Granting an Easement to Southern California Edison at the El Encanto Healthcare and Habilitation Center (MP 07-24 #1)

RECOMMENDED ACTION: Approve the Easement

- 6.7. Consideration of Amendment No. 2 to the Professional Services Agreement with CU Technology, LLC dba Acorn Technology Services for Information Technology Support Services, extending the term through October 31, 2026, increasing compensation by \$300,869.12 and updating the rate schedule

RECOMMENDED ACTION: Approve Amendment No. 2

- 6.8. Consideration of Amendment No. 2 to the Maintenance Services Agreement with Sage Environmental, LLC., for City-wide grazing and fuel reduction services, revising the scope of services, revising the rate schedule, and increasing compensation by \$150,000.00.

RECOMMENDED ACTION: Approve the Amendment.

7. ACTION ITEMS

- 7.1. Consideration of Resolution No. CC 2025-39 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, MAKING A NOMINATION TO REPRESENT CITIES WITH PRESCRIPTIVE PUMPING RIGHTS ON THE BOARD OF THE SAN GABRIEL BASIN WATER QUALITY AUTHORITY

RECOMMENDED ACTION: Staff recommends the City Council 1) make a nomination to represent cities with prescriptive pumping rights on the board of the San Gabriel Basin Water Quality Authority; and 2) adopt Resolution No. CC 2025-39.

8. PUBLIC HEARING-NONE

9. CLOSED SESSION

- 9.1. PUBLIC EMPLOYMENT PERFORMANCE EVALUATION
Pursuant to Government Code Section 54957(b)(1)
TITLE: CITY MANAGER
- 9.2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Industry v. Legacy Point, LLC
Los Angeles County Superior Court Case No. 25STCV03700
- 9.3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Industry v. Legacy City Center, LLC
Los Angeles County Superior Court Case No. 25STCV03524
- 9.4. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Industry v. Puente Hills Associates, LLC
Los Angeles County Superior Court Case No. 25STCV03679

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

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, October 9, 2025, at 9:00 AM.

ITEM NO. 6.1

**CITY OF INDUSTRY
AUTHORIZATION FOR PAYMENT OF BILLS
CITY COUNCIL MEETING OF SEPTEMBER 25, 2025**

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	4,666,799.11
103	PROP A FUND	5,817.22
107	MEASURE W FUND	34,921.00
120	CAPITAL IMPROVEMENTS	1,018,088.64
TOTAL ALL FUNDS		5,725,625.97

BANK RECAP:

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BANK OF AMERICA - CKING ACCOUUNT	1,915,181.54
PROP/A	PROP A - CKING ACCOUNT	5,817.22
M/W	MEASURE W - CKING ACCOUNT	34,921.00
WFBK	WELLS FARGO - CKING ACCOUNT	3,769,706.21
TOTAL ALL BANKS		5,725,625.97

APPROVED PER CITY MANAGER



DATE



CITY OF INDUSTRY
BANK OF AMERICA
September 25, 2025

Check	Date	Payee Name		Check Amount
CITYGEN.CHK - City General				
WT1436	09/10/2025	MIDAMERICA ADMINISTRATIVE & RET		\$89,181.54
	Invoice	Date	Description	Amount
	OCT/NOV2025	09/10/2025	RETIREE HEALTH PREMIUM REIMBURSEMENTS	\$89,181.54
24608	09/12/2025	CITY OF INDUSTRY		\$1,826,000.00
	Invoice	Date	Description	Amount
	9/12/2025	09/11/2025	TRANSFER FUNDS-CITY REG 9/12/25	\$1,826,000.00

Checks	Status	Count	Transaction Amount
Total		2	\$1,915,181.54

**CITY OF INDUSTRY
PROP A VOIDED CHECKS
September 25, 2025**

P. 2

Check	Date		Payee Name		Check Amount
PROPA.CHK - Prop A Checking					
90715	09/25/2025	09/25/2025	SO CAL INDUSTRIES		(\$103.03)
	Invoice	Date	Description	Amount	
			VOIDED - CK PRINT ERROR		
	762109	09/02/2025	RR RENTAL-METROLINK		(\$103.03)
90716	09/25/2025	09/25/2025	VALLEY VISTA SERVICES, INC		(\$580.59)
	Invoice	Date	Description	Amount	
			VOIDED - CK PRINT ERROR		
	2717502	09/01/2025	DISP SVC-METROLINK		(\$580.59)

Checks	Status	Count	Transaction Amount
	Total	2	(\$683.62)

**CITY OF INDUSTRY
PROP A
September 25, 2025**

P. 3

Check	Date	Payee Name		Check Amount
PROPA.CHK - Prop A Checking				
90714	09/25/2025	INDUSTRY SECURITY SERVICES		\$5,133.60
	Invoice	Date	Description	Amount
	SG-ML-2054	09/05/2025	SECURITY SVC-METROLINK	\$2,281.60
	SG-ML-2055	09/12/2025	SECURITY SVC-METROLINK	\$2,852.00
90715	09/25/2025	09/25/2025	SO CAL INDUSTRIES	\$103.03
	Invoice	Date	Description	Amount
	762109	09/02/2025	RR RENTAL-METROLINK	\$103.03
90716	09/25/2025	09/25/2025	VALLEY VISTA SERVICES, INC	\$580.59
	Invoice	Date	Description	Amount
	2717502	09/01/2025	DISP SVC-METROLINK	\$580.59
90717	09/25/2025	SO CAL INDUSTRIES		\$103.03
	Invoice	Date	Description	Amount
	762109	09/02/2025	RR RENTAL-METROLINK	\$103.03
90718	09/25/2025	VALLEY VISTA SERVICES, INC		\$580.59
	Invoice	Date	Description	Amount
	2717502	09/01/2025	DISP SVC-METROLINK	\$580.59

Checks	Status	Count	Transaction Amount
	Total	5	\$6,500.84

CITY OF INDUSTRY
MEASURE W VOIDED CHECKS
September 25, 2025

Check	Date	Payee Name	Check Amount
MEASUREW.WF.CHK - Measure W Wells Fargo Checking			
300173	09/17/2025	09/17/2025 SPOILED - CK PRINT ERROR	\$0.00

Checks	Status	Count	Transaction Amount
	Total	1	\$0.00

CITY OF INDUSTRY
MEASURE W
September 25, 2025

Check	Date	Payee Name		Check Amount
MEASUREW.WF.CHK - Measure W Wells Fargo Checking				
300173	09/17/2025	09/17/2025		\$0.00
		SPOILED CHECK		
300174	09/25/2025	ANNEALTA GROUP		\$34,921.00
	Invoice	Date	Description	Amount
	497-3657	09/15/2025	STORMWATER COMPLIANCE-AUG 2025	\$34,921.00

Checks	Status	Count	Transaction Amount
	Total	2	\$34,921.00

**CITY OF INDUSTRY
WELLS FARGO WIRE TRANSFERS
September 25, 2025**

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

WT10083	09/12/2025		CIVIC RECREATIONAL INDUSTRIAL AL	\$220,000.00
	Invoice	Date	Description	Amount
	9/12/2025	09/12/2025	TRANSFER FUNDS-CRIA REG 9/10/25	\$220,000.00

Checks	Status	Count	Transaction Amount
	Total	1	\$220,000.00

**CITY OF INDUSTRY
WELLS FARGO BANK
September 25, 2025**

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Check	Date	Payee Name		Check	Amount
CITY.WF.CHK - City General Wells Fargo					
85866	09/10/2025	DIRECTV - FOR BUSINESS			\$107.00
	Invoice	Date	Description	Amount	
	034740128X250831	08/31/2025	RSN/TV ACCESS FEES	\$107.00	
85867	09/10/2025	GRANITE TELECOMMUNICATIONS, LL			\$365.40
	Invoice	Date	Description	Amount	
	713692838	09/01/2025	PHONE SVC FOR FIRE ALARMS-HOMESTEAD	\$365.40	
85868	09/10/2025	TATTLETALE			\$540.00
	Invoice	Date	Description	Amount	
	R128355	08/02/2025	ALARM MONITORING-600 S BREA CYN RD	\$540.00	
85869	09/10/2025	TPX COMMUNICATIONS			\$671.06
	Invoice	Date	Description	Amount	
	186997851-0	08/31/2025	TEL/INTERNET-HOMESTEAD	\$671.06	
85870	09/10/2025	TPX COMMUNICATIONS			\$4,597.90
	Invoice	Date	Description	Amount	
	187014705-0	08/31/2025	INTERNET SVC-CITY HALL/METRO SOLAR	\$4,597.90	
85871	09/10/2025	AT & T			\$179.00
	Invoice	Date	Description	Amount	
	2349116019	08/23/2025	7/19-8/18/25 SVC-600 S BREA CYN-METROLINK	\$179.00	
85872	09/10/2025	LA PUENTE VALLEY COUNTY WATER			\$3,905.47
	Invoice	Date	Description	Amount	
	2026-00000354	09/01/2025	6/16-8/18/25 SVC-15414 DON JULIAN RD (IRR)	\$1,735.13	

**CITY OF INDUSTRY
WELLS FARGO BANK
September 25, 2025**

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Check	Date	Payee Name		Check	Amount
CITY.WF.CHK - City General Wells Fargo					
	2026-00000355	09/01/2025	6/16-8/18/25 SVC-15414 DON JULIAN RD		\$1,135.87
	2026-00000356	09/01/2025	6/16-8/18/25 SVC-15660 STAFFORD ST		\$384.99
	2026-00000357	09/01/2025	6/16-8/18/25 SVC-15625 MAYOR DAVE WAY		\$516.07
	2026-00000358	09/01/2025	6/16-8/18/25 SVC-15625 MAYOR DAVE WAY		\$133.41
85873	09/10/2025	SAN GABRIEL VALLEY WATER CO.			\$318.51
	Invoice	Date	Description		Amount
	2026-00000353	08/28/2025	7/24-8/27/25 SVC-IRRIG SALT LAKE/SEVENTH		\$318.51
85874	09/10/2025	SOCALGAS			\$32.45
	Invoice	Date	Description		Amount
	2026-00000360	09/02/2025	7/29-8/28/25 SVC-1015 NOGALES ST		\$15.46
	2026-00000361	09/02/2025	7/29-8/28/25 SVC-710 NOGALES ST		\$16.99
85875	09/10/2025	SOUTHERN CALIFORNIA EDISON			\$47,470.01
	Invoice	Date	Description		Amount
	2026-00000347	08/27/2025	7/29-8/26/25 SVC-15660 STAFFORD ST		\$5,171.38
	2026-00000348	08/27/2025	7/29-8/26/25 SVC-205 N HUDSON AVE		\$621.78
	2026-00000350	08/25/2025	7/25-8/24/25 SVC-VARIOUS SITES		\$261.78
	2026-00000351	08/25/2025	7/25-8/24/25 SVC-VARIOUS SITES		\$907.04
	2026-00000352	08/25/2025	7/23-8/20/25 SVC-575 BREA CYN RD		\$15.79
	2026-00000365	09/02/2025	8/1-8/31/25 SVC-VARIOUS SITES		\$26,581.44
	2026-00000366	09/02/2025	8/1-8/31/25 SVC-133 N AZUSA VE		\$126.98
	2026-00000367	09/02/2025	8/1-8/31/25 SVC-1 VALLEY/AZUSA		\$27.94
	2026-00000368	09/02/2025	8/1-8/31/25 SVC-NOGALES ST/SAN JOSE AVE		\$191.71
	2026-00000369	09/02/2025	8/1-8/31/25 SVC-VARIOUS SITES		\$204.47
	2026-00000370	09/02/2025	8/1-8/31/25 SVC-600 S BREA CYN		\$363.10

**CITY OF INDUSTRY
WELLS FARGO BANK
September 25, 2025**

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2026-00000371	09/02/2025	8/1-8/31/25 SVC-600 S BREA CYN A-METROLINK	\$25.67
	2026-00000372	09/03/2025	8/4-9/2/25 SVC-15625 MAYOR DAVE WAY	\$12,970.93
85876	09/10/2025		SOUTHERN CALIFORNIA EDISON	\$1,815.32
	Invoice	Date	Description	Amount
	2026-00000349	08/27/2025	7/29-8/26/25 SVC-15530 STAFFORD ST	\$1,815.32
85877	09/10/2025		SUBURBAN WATER SYSTEMS	\$1,346.42
	Invoice	Date	Description	Amount
	180013713168	08/22/2025	7/25-8/21/25 SVC-AZUSA & GEMINI	\$1,346.42
85878	09/10/2025		TICKIOT INC	\$238.00
	Invoice	Date	Description	Amount
	#INV-02204131	08/22/2025	INITIAL PYMNT FOR EQUIP & MDM	\$238.00
85879	09/10/2025		VERIZON WIRELESS - LA	\$882.54
	Invoice	Date	Description	Amount
	6122032462	08/26/2025	7/27-8/26/25 SVC-VARIOUS WIRELESS SVC	\$882.54
85880	09/11/2025		MUTUAL OF OMAHA - PAYMENT PROC	\$1,012.50
	Invoice	Date	Description	Amount
	8/29/2025	08/29/2025	LIFE INSURANCE PREMIUM-JOSH (OCT-DEC 2025)	\$1,012.50
85881	09/11/2025		STATE WATER RESOURCES CONTRO	\$781.00
	Invoice	Date	Description	Amount
	590722	09/09/2025	ANNUAL PERMIT FEE-GRAND AVE RECONSTRUCTION	\$781.00

**CITY OF INDUSTRY
WELLS FARGO BANK
September 25, 2025**

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Check	Date	Payee Name			Check Amount
CITY.WF.CHK - City General Wells Fargo					
85882	09/17/2025	BCN TELECOM, INC.			\$166.95
	Invoice	Date	Description	Amount	
	23981897	09/15/2025	PHONE LINE FOR ELEVATOR-CITY HALL	\$166.95	
85883	09/17/2025	PURCHASE POWER			\$200.00
	Invoice	Date	Description	Amount	
	9/5/2025	09/05/2025	POSTAGE REFILL ON 8/19/25	\$200.00	
85884	09/17/2025	AT & T			\$8.59
	Invoice	Date	Description	Amount	
	2026-00000386	09/01/2025	9/1-9/30/25 SVC-CITY WHITE PGS LISTING	\$8.59	
85885	09/17/2025	FRONTIER			\$1,670.76
	Invoice	Date	Description	Amount	
	2026-00000383	09/02/2025	9/2-10/1/25 SVC-IH GOLF COURSE FUEL PUMP	\$159.49	
	2026-00000384	09/02/2025	9/2-10/1/25 SVC-1015 NOGALES ST.	\$77.83	
	2026-00000385	09/01/2025	9/1-9/30/25 SVC-VARIOUS SITES	\$1,433.44	
85886	09/17/2025	LA PUENTE VALLEY COUNTY WATER			\$55,129.67
	Invoice	Date	Description	Amount	
	2026-00000450	09/01/2025	6/16-8/18/25 SVC-1 AZUSA WAY (IRRI)	\$1,121.65	
	2026-00000451	09/01/2025	6/16-8/18/25 SVC-285 HACIENDA BLVD (IRRI)	\$173.12	
	2026-00000452	09/01/2025	6/16-8/18/25 SVC-HACIENDA & STAFFORD ST (I)	\$948.15	
	2026-00000453	09/01/2025	6/16-8/18/25 SVC-HACIENDA & STAFFORD ST (IRR)	\$1,262.22	
	2026-00000454	09/01/2025	6/16-8/18/25 SVC-211 HACIENDA BLVD (IRRI)	\$357.23	
	2026-00000455	09/01/2025	6/16-8/18/25 SVC-HUDSON AVE (IRRI)	\$814.58	
	2026-00000456	09/01/2025	6/16-8/18/25 SVC-STAFFORD ST (IRRI)	\$1,782.06	

**CITY OF INDUSTRY
WELLS FARGO BANK
September 25, 2025**

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Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
2026-00000457	09/01/2025	6/16-8/18/25 SVC-220 HACIENDA BLVD (IRRI)	\$843.46
2026-00000458	09/01/2025	6/16-8/18/25 SVC-NELSON AVE (IRRI)	\$3,969.72
2026-00000459	09/01/2025	6/16-8/18/25 SVC-SOTRO ST (IRRI)	\$3,251.33
2026-00000460	09/01/2025	6/16-8/18/25 SVC-15651 STAFFORD ST	\$4,641.18
2026-00000461	09/01/2025	6/16-8/18/25 SVC-RAUSCH RD (IRRI)	\$898.73
2026-00000462	09/01/2025	6/16-8/18/25 SVC-RAUSCH RD (IRRI)	\$992.59
2026-00000463	09/01/2025	6/16-8/18/25 SVC-STAFFORD & OLD VALLEY (I)	\$2,208.04
2026-00000464	09/01/2025	6/16-8/18/25 SVC-15716 RAUSCH RD	\$285.03
2026-00000465	09/01/2025	6/16-8/18/25 SVC-ALONG RAILROAD TRACK (I)	\$980.64
2026-00000466	09/01/2025	6/16-8/18/25 SVC-PROCTOR & EL ENCANTO (I)	\$439.14
2026-00000467	09/01/2025	6/16-8/18/25 SVC-HACIENDA BLVD (IRRI)	\$97.31
2026-00000468	09/01/2025	6/16-8/18/25 SVC-15415 DON JULIAN RD (IRRI)	\$12,465.20
2026-00000469	09/01/2025	6/16-8/18/25 SVC-15414 DON JULIAN RD (IRRI)	\$2,973.36
2026-00000470	09/01/2025	6/16-8/18/25 SVC-15414 DON JULIAN RD	\$280.30
2026-00000471	09/01/2025	6/16-8/18/25 SVC-201 STAFFORD ST (IRRI)	\$6,369.61
2026-00000472	09/01/2025	6/16-8/18/25 SVC-VALLEY BLVD (IRRI)	\$256.15
2026-00000473	09/01/2025	6/16-8/18/25 SVC-15415 DON JULIAN RD (IRRI)	\$4,017.80
2026-00000474	09/01/2025	6/16-8/18/25 SVC-DON JULIAN RD	\$3,435.21
2026-00000475	09/01/2025	6/16-8/18/25 SVC-PARRIOTT & DON JULIAN RD (I)	\$265.86
85887	09/17/2025	ROWLAND WATER DISTRICT	\$1,908.93
Invoice	Date	Description	Amount
2026-00000397	09/03/2025	7/27-8/27/25 SVC-1123 HATCHER ST STE D	\$161.20
2026-00000398	09/03/2025	7/27-8/27/25 SVC-1135 HATCHER AVE	\$56.20
2026-00000399	09/03/2025	7/27-8/27/25 SVC-1123 HATCHER ST STE C	\$94.00
2026-00000400	09/03/2025	7/27-8/27/25 SVC-1015 NOGALES ST-PUMP HOUSE	\$352.16
2026-00000401	09/03/2025	7/27-8/27/25 SVC-1023 NOGALES ST-IRR	\$140.20

**CITY OF INDUSTRY
WELLS FARGO BANK
September 25, 2025**

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Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
2026-00000424	09/03/2025	7/27-8/27/25 SVC-1100 S AZUSA AVE	\$212.09
2026-00000425	09/03/2025	7/27-8/27/25 SVC-909 U NOGALES ST-IRR	\$493.00
2026-00000426	09/03/2025	7/27-8/27/25 SVC-755 NOGALES AT - RC	\$296.88
2026-00000427	09/03/2025	7/27-8/27/25 SVC-AZUSA AVE - RC	\$103.20
85888	09/17/2025	SAN GABRIEL VALLEY WATER CO.	\$14,110.93
Invoice	Date	Description	Amount
2026-00000387	08/28/2025	7/24-8/27/25 SVC-CROSSROADS PKWY S	\$2,583.93
2026-00000388	08/28/2025	7/24-8/27/25 SVC-STA 103-80 CROSSROADS PKWY S	\$346.52
2026-00000389	08/28/2025	7/24-8/27/25 SVC-CROSSROADS PKWY S	\$806.90
2026-00000390	08/28/2025	7/24-8/27/25 SVC-CROSSROADS PKWY N	\$3,266.51
2026-00000391	08/28/2025	7/24-8/27/25 SVC-STA 129-00 CROSSROADS PKWY N	\$2,241.24
2026-00000392	08/28/2025	7/24-8/27/25 SVC-STA 111-50 CROSSROADS PKWY N	\$517.15
2026-00000393	08/28/2025	7/24-8/27/25 SVC-PELLISSIER	\$495.03
2026-00000394	08/28/2025	7/24-8/27/25 SVC-PELLISSIER	\$399.49
2026-00000395	08/28/2025	7/24-8/27/25 SVC- S/E COR OF PELLISSIER	\$3,019.37
2026-00000396	08/28/2025	7/24-8/27/25 SVC-PELLISSIER	\$434.79
85889	09/17/2025	SOCALGAS	\$72.49
Invoice	Date	Description	Amount
2026-00000428	09/08/2025	8/4-9/4/25 SVC-15625 MAYOR DAVE WAY APT B	\$15.29
2026-00000429	09/08/2025	8/4-9/4/25 SVC-15661 MAYOR DAVE WAY	\$57.20
85890	09/17/2025	SOUTHERN CALIFORNIA EDISON	\$23,327.40
Invoice	Date	Description	Amount
2026-00000380	09/02/2025	8/1-8/31/25 SVC-VARIOUS SITES	\$10,371.22
2026-00000381	09/02/2025	8/1-8/31/25 SVC-VARIOUS SITES	\$9,102.60

**CITY OF INDUSTRY
WELLS FARGO BANK
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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2026-00000382	09/05/2025	8/6-9/4/25 SVC-1123 HATCHER AVE STE A	\$909.35
	2026-00000430	08/29/2025	7/17-8/14/25 SVC-VARIOUS SITES	\$2,944.23
85891	09/17/2025		SUBURBAN WATER SYSTEMS	\$577.94
	Invoice	Date	Description	Amount
	180052382991	09/03/2025	8/1-9/2/25 SVC-NE CNR VALLEY/STIMS	\$577.94
85892	09/17/2025		T-MOBILE	\$117.00
	Invoice	Date	Description	Amount
	983372277-38	09/08/2025	8/1-8/31/25 SVC-YAL & TONNER CYN HOT SPOT	\$117.00
85893	09/25/2025		100% AUTO CARE & DETAILED	\$760.00
	Invoice	Date	Description	Amount
	163	08/18/2025	CAR WASH SVC-CITY VEHICLES	\$380.00
	164	09/02/2025	CAR WASH SVC-CITY VEHICLES	\$380.00
85894	09/25/2025		ACORN TECHNOLOGY SERVICES	\$4,125.00
	Invoice	Date	Description	Amount
	12787	09/07/2025	MERAKI PROGRESSIVE UPGRADE-METROLINK	\$4,125.00
85895	09/25/2025		ACTUM-E, LLC	\$22,575.00
	Invoice	Date	Description	Amount
	202508-0230	08/31/2025	MEDIA/SPECIAL EVENTS CONSULTING/REIMBURSABL	\$22,575.00
85896	09/25/2025		ALFARO COMMUNICATIONS CONSTRI	\$734,305.64
	Invoice	Date	Description	Amount
	#5CITY-1442	09/01/2025	NELSON AVE INTERSECTION IMPROVEMENTS-PUENT	\$772,953.31

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Check	Date	Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo				
85897	09/25/2025	ANDRUES/PODBERESKY, APLC		\$7,740.00
	Invoice	Date	Description	Amount
	03833	09/03/2025	LEGAL SVC-AUG 2025	\$7,740.00
85898	09/25/2025	ANNEALTA GROUP		\$122,271.00
	Invoice	Date	Description	Amount
	497-3656	09/15/2025	GENERAL DEV SVC-AUG 2025	\$44,506.00
	497-3658	09/15/2025	GENERAL PLANNING SVC-AUG 2025	\$71,817.00
	497-3659	09/15/2025	720 SEVENTH AVE	\$1,456.00
	497-3660	09/15/2025	16010 & 16020 PHOENIX	\$892.00
	497-3661	09/15/2025	16207, 16233 & 16253 GALE AVE	\$1,940.00
	497-3662	09/15/2025	1015 AZUSA AVE	\$344.00
	497-3663	09/15/2025	13131 CROSSROADS PKWY	\$1,128.00
	497-3664	09/15/2025	184 S 6TH ST	\$188.00
85899	09/25/2025	AREA D OFFICE OF CIVIL DEFENSE/DI		\$1,100.00
	Invoice	Date	Description	Amount
	2511	09/01/2025	DUES FOR FY 2025/2026	\$1,100.00
85900	09/25/2025	B2 PRINT, LLC		\$75.85
	Invoice	Date	Description	Amount
	0013502	09/04/2025	BUSINESS CARDS-URBANIE	\$75.85
85901	09/25/2025	BAVCO		\$719.70
	Invoice	Date	Description	Amount
	354152	09/12/2025	BACKFLOW MATERIALS-CITY HALL	\$719.70

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Check	Date	Payee Name			Check Amount
CITY.WF.CHK - City General Wells Fargo					
85902	09/25/2025	BLAKE AIR CONDITIONING COMPANY			\$1,632.50
	Invoice	Date	Description	Amount	
	69155	08/25/2025	SERVICE REFRIGERATOR-METROLINK	\$293.50	
	69172	08/25/2025	SERVICE REFRIGERATOR-METROLINK	\$1,339.00	
85903	09/25/2025	BOWSER GEOSPATIAL, LLC			\$5,310.00
	Invoice	Date	Description	Amount	
	1006	09/09/2025	MANAGE/MAINT OF CITY'S GIS DATABASE	\$5,310.00	
85904	09/25/2025	CALIFORNIA CONSULTING, INC.			\$4,750.00
	Invoice	Date	Description	Amount	
	7335	09/01/2025	GRANT WRITING AND MGMT SVC	\$4,750.00	
85905	09/25/2025	CASSO & SPARKS, LLP			\$144,310.15
	Invoice	Date	Description	Amount	
	21124	09/16/2025	COI-LEGAL FEES FOR AUG 2025	\$143,818.15	
	21124-A	09/16/2025	LEGAL FEES-720 SEVENTH AVE	\$369.00	
	21124-B	09/16/2025	LEGAL FEES-16010, 16020 PHOENIX DR & 901 S STIMS	\$123.00	
85906	09/25/2025	CELCO CONSTRUCTION SERVICES INC			\$5,364.92
	Invoice	Date	Description	Amount	
	15765	08/13/2025	LEAK REPAIR TO RESTROOM-POST OFFICE	\$795.00	
	15771	08/13/2025	REMEDIATION REPAIR TO RESTROOM-POST OFFICE	\$4,569.92	
85907	09/25/2025	CINTAS CORPORATION LOC 693			\$162.74
	Invoice	Date	Description	Amount	

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	4242686230	09/08/2025	DOOR MATS	\$81.37
	4243421272	09/15/2025	DOOR MATS	\$81.37
85908	09/25/2025		CITY OF INDUSTRY	\$246.10
	Invoice	Date	Description	Amount
	2026-00000009	08/31/2025	IH FUELS PUMP-CITY HALL VEHICLES	\$246.10
85909	09/25/2025		CITY OF INDUSTRY-PAYROLL ACCT	\$185,000.00
	Invoice	Date	Description	Amount
	9/17/2025	09/17/2025	REPLENISH PAYROLL FOR P/E 9/12/25	\$185,000.00
85910	09/25/2025		CNC ENGINEERING	\$193,062.75
	Invoice	Date	Description	Amount
	513300	09/11/2025	SOLAR INSTALLATION AT CITY HALL	\$12,315.00
	513301	09/11/2025	EL ENCANTO ROOF REFURB	\$840.00
	513302	09/11/2025	CITYWIDE ADA SELF-EVALUATION/TRANSITION PLAN	\$641.25
	513303	09/11/2025	KELLA AVE STORM DRAIN	\$510.00
	513304	09/11/2025	GALE AVE REALIGNMENT	\$5,760.00
	513305	09/11/2025	PRELIMINARY DESIGN OF EW BICYCLE PATH	\$2,806.25
	513306	09/11/2025	PRELIMINARY DESIGN OF EW BICYCLE PATH	\$15,118.75
	513307	09/11/2025	GENERAL ENG SVC-STREET LIGHTS	\$1,495.00
	513308	09/11/2025	GENERAL ENG SVC-8/25-9/7/25	\$27,517.50
	513309	09/11/2025	GENERAL ENG SVC-STREET LIGHT IMPROVE AT PROX	\$3,352.50
	513310	09/11/2025	GENERAL ENG SVC-STREETLIGHT IMPROVE AT ROWI	\$300.00
	513311	09/11/2025	GENERAL ENG SVC-STREET INSPECTIONS	\$11,200.00
	513312	09/11/2025	GENERAL ENG SVC-BACKFLOW DEVICE MAINT	\$677.50
	513313	09/11/2025	GENERAL ENG SVC-FIELD OPERATIONS SERVICES	\$16,932.50

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Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
513314	09/11/2025	GENERAL ENG SVC-TRAFFIC	\$2,678.75
513315	09/11/2025	GENERAL ENG SVC-COUNTER SERVICE	\$1,101.25
513316	09/11/2025	GENERAL ENG SVC-PLAN APPROVAL	\$19,397.75
513317	09/11/2025	GENERAL ENG SVC-PERMITS	\$17,566.25
513318	09/11/2025	GENERAL ENG SVC-8/25-9/7/25	\$660.00
513319	09/11/2025	NPDES STORM WATER	\$3,095.00
513320	09/11/2025	TONNER CYN PROPERTY	\$185.00
513321	09/11/2025	COLIMA RD WIDENING	\$570.00
513322	09/11/2025	CIVIC CENTER PLANNING AND IMPROVEMENTS	\$11,790.00
513323	09/11/2025	CITY ADMINSTRATIVE OFFICES	\$4,100.00
513324	09/11/2025	INDUSTRY BUSINESS COUNCIL CHAMBERS	\$255.00
513325	09/11/2025	CITY COUNCIL CHAMBER & IBC BUILDING IMPROVEME	\$442.50
513326	09/11/2025	CITY COUNCIL CHAMBER & IBC BUILDING IMPROVEME	\$9,920.00
513327	09/11/2025	ELECTRIC VEHICLE CHARGING STATIONS-CITY HALL	\$580.00
513328	09/11/2025	HOMESTEAD MUSEUM IMPROVEMENTS	\$612.50
513329	09/11/2025	HOMESTEAD MUSEUM UPGRADES	\$997.50
513330	09/11/2025	VALLEY BLVD CORRIDOR CO-OP PROJECT WITH LA C	\$285.00
513331	09/11/2025	SIGNING & STRIPING IMPROVEMENTS	\$1,840.00
513332	09/11/2025	METROLINK-MAINT OF PARKING LOT	\$2,556.25
513333	09/11/2025	EL ENCANTO IMPROVEMENTS AND MAINT	\$2,741.25
513334	09/11/2025	EL ENCANTO BOILER REPLACEMENT	\$1,732.50
513335	09/11/2025	EL ENCANTO HOSPITAL SITE IMRPOVEMENTS	\$900.00
513336	09/11/2025	EL ENCANTO ROOF REFURB	\$1,810.00
513337	09/11/2025	SAN JOSE AVE RECONSTRUCTION	\$7,780.00
85911	09/25/2025	CNC ENGINEERING	\$84,666.25
Invoice	Date	Description	Amount

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Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
513338	09/11/2025	INDUSTRY HILLS FUEL TANKS DISPENSING	\$580.00
513339	09/11/2025	605 FWY AND VALLEY BLVD INTERCHANGE	\$335.00
513340	09/11/2025	SIXTH AVE RECONSTRUCTION	\$175.00
513341	09/11/2025	HIGHWAY BRIDGE PROGRAM FUNDING	\$185.00
513342	09/11/2025	NELSON AVE OVER PUENTE CREEK	\$142.50
513343	09/11/2025	SEISMIC RETROFIT ANAHEIM-PUENTE OVER SAN JOS	\$4,865.00
513344	09/11/2025	FISCAL YEAR BUDGET	\$1,630.00
513345	09/11/2025	BIXBY DR PCC PAVEMENT	\$1,380.00
513346	09/11/2025	FOLLOW'S CAMP PROJECT	\$295.00
513347	09/11/2025	CROSSROADS PKY NORTH & SOUTH IMPROVEMENTS	\$1,155.00
513348	09/11/2025	NELSON AVE INTERSECTION	\$1,837.50
513349	09/11/2025	MAINT OF 1123 HATCHER AVE	\$187.50
513350	09/11/2025	15559-15650 RAUSCH RD (POST OFFICE)	\$417.50
513351	09/11/2025	2024 CITYWIDE SPEED SURVEY	\$230.00
513352	09/11/2025	CARTEGRAPH MGMT	\$21,963.75
513353	09/11/2025	GRAND AVE SLOPE RECONSTRUCTION-FERRERO TO	\$917.50
513354	09/11/2025	ADD SIDEWALK ON SOUTH SIDE OF TEMPLE AVE	\$875.00
513355	09/11/2025	ADA COMPLIANCE ON PUBLIC RIGHT OF WAY	\$12,482.50
513356	09/11/2025	LA 28 OLYMPIC GAMES PROJECT DEVELOPMENT	\$7,753.75
513357	09/11/2025	DEL VALLE AND HILL STREET STORM DRAIN/STREET I	\$1,342.50
513358	09/11/2025	2022-2023 ANNUAL PAVEMENT REHABILITATION	\$677.50
513359	09/11/2025	DON JULIAN RD IMPROVEMENTS	\$1,225.00
513360	09/11/2025	INTELLIGENT TRANSPORATION SYSTEM	\$602.50
513361	09/11/2025	RAILROAD STREET PAVEMENT REHABILITATION	\$4,540.00
513362	09/11/2025	MUSEUM-HEALTH CAMPUS MASTER SITE PLANNING	\$601.25
513363	09/11/2025	2024-2025 ANNUAL PAVEMENT REHABILITATION	\$12,290.00
513364	09/11/2025	2024-2025 ANNUAL SLURRY SEAL	\$2,617.50

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
513365	09/11/2025		STREET LIGHT BANNER INSTALLATION	\$945.00
513366	09/11/2025		HYDROGEN FUELING STATION	\$150.00
513367	09/11/2025		NOGALES GRADE SEPARATION	\$512.50
513387	09/11/2025		STREET LIGHT BANNER INSTALLATION	\$150.00
513388	09/11/2025		GENERAL ENG SVC-450 CAPITOL AVE	\$267.50
513389	09/11/2025		GENERAL ENG SVC-1800 HATCHER AVE AND RAILROA	\$1,337.50
85912	09/25/2025		CODE 3 CREATIONS	\$12,975.64
Invoice	Date	Description	Amount	
2287	09/03/2025	(4) WALL OF FAME BRONZE PLAQUES	\$12,975.64	
85913	09/25/2025		CORELOGIC INFORMATION SOLUTION	\$212.18
Invoice	Date	Description	Amount	
30802892	08/31/2025	PROPERTY DATA-AUG 2025	\$212.18	
85914	09/25/2025		CUMMINS SALES AND SERVICE	\$10,215.20
Invoice	Date	Description	Amount	
X9-250831372	08/29/2025	REPAIR BACKUP GENERATOR-EL ENCANTO	\$10,215.20	
85915	09/25/2025		D.S. EWING ARCHITECTS, INC.	\$63,655.00
Invoice	Date	Description	Amount	
25-11784	09/08/2025	IBC CHAMBER & BLDG IMPROVEMENT PROJ	\$63,655.00	
85916	09/25/2025		DAPEER, ROSENBLIT, AND LITVAK, LL	\$721.50
Invoice	Date	Description	Amount	
24898	08/31/2025	GENERAL CODE ENFORCEMENT-AUG 2025	\$721.50	

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Check	Date	Payee Name			Check Amount
CITY.WF.CHK - City General Wells Fargo					
85917	09/25/2025	ELECTRA-MEDIA, INC			\$1,975.00
	Invoice	Date	Description	Amount	
	18328	09/06/2025	MAINT OF PUENTE HILLS AUTO DISPLAY-OCT 2025	\$1,500.00	
	18329	09/06/2025	PROGRAM PUENTE HILLS AUTO DISPLAY-OCT 2025	\$475.00	
85918	09/25/2025	ELISE CALVO			\$936.17
	Invoice	Date	Description	Amount	
	9/11/2025	09/03/2025	REIMBURSE FOR TRAVEL EXPENSE-IBC & CA CONTRA	\$936.17	
85919	09/25/2025	ENTERPRISE MAPS LLC			\$8,504.60
	Invoice	Date	Description	Amount	
	334	09/02/2025	AMAZON WEB SERVICES	\$3,770.80	
	335	09/08/2025	AMAZON WEB SERVICES	\$4,733.80	
85920	09/25/2025	FEDERAL EXPRESS CORP.			\$120.16
	Invoice	Date	Description	Amount	
	8-980-25160	09/05/2025	MESSENGER SVC	\$120.16	
85921	09/25/2025	FOLEY & LARDNER LLP			\$1,562.19
	Invoice	Date	Description	Amount	
	51142529	09/15/2025	LEGAL SVC-AUG 2025	\$1,562.19	
85922	09/25/2025	FRAZER, LLP			\$40,072.00
	Invoice	Date	Description	Amount	
	195131	08/31/2025	COI-PROF SVC FOR AUG 2025	\$37,272.00	
	195132	08/31/2025	SA-PROF SVC FOR AUG 2025	\$2,800.00	

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Check	Date	Payee Name		Check	Amount
CITY.WF.CHK - City General Wells Fargo					
85923	09/25/2025	FUEL PROS, INC.			\$500.00
	Invoice	Date	Description	Amount	
	79119	08/07/2025	INDUSTRY HILLS FUEL STN MAINT	\$250.00	
	79306	09/08/2025	INDUSTRY HILLS FUEL STN MAINT	\$250.00	
85924	09/25/2025	GRAND CENTRAL RECYCLING & TRAI			\$797.50
	Invoice	Date	Description	Amount	
	2715196	08/01/2025	SOLID WASTE-CITY HALL	\$797.50	
85925	09/25/2025	GREATLAND CORPORATION			\$268.83
	Invoice	Date	Description	Amount	
	10220186	09/10/2025	1099 TAX FORMS	\$268.83	
85926	09/25/2025	HINDERLITER, DE LLAMAS AND ASSO			\$7,665.20
	Invoice	Date	Description	Amount	
	SIN053690	08/25/2025	AUDIT SVC-SALES TAX (JUL-SEP 2025)	\$7,665.20	
85927	09/25/2025	HISTORICAL RESOURCES, INC.			\$57,339.07
	Invoice	Date	Description	Amount	
	COI2026-2.3	09/11/2025	REIMBURSE FOR MUSEUM ARTIFACT PURCHASE	\$518.69	
	COI2026-02	09/11/2025	ADMIN & MGMT SVC-HOMESTEAD	\$55,900.50	
	COI2026-02.2	09/11/2025	EXPENSE REIMBURSEMENT-AUG 2025	\$919.88	
85928	09/25/2025	INDUSTRY SECURITY SERVICES			\$71,646.24
	Invoice	Date	Description	Amount	
	SG-COI#1-2054	09/05/2025	SECURITY SVC 8/29-9/4/25	\$11,706.96	
	SG-COI#2-2055	09/05/2025	SECURITY SVC-VARIOUS CITY SITES	\$25,240.66	

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	SG-COI#2-2056	09/12/2025	SECURITY SVC-VARIOUS CITY SITES	\$23,600.30
	SG-COI#1-2055	09/12/2025	SECURITY SVC 9/5-9/11/25	\$11,098.32
85929	09/25/2025		IRRI-CARE PLUMBING & BACKFLOW T	\$1,925.00
	Invoice	Date	Description	Amount
	18110	08/29/2025	BACKFLOW TESTS-VARIOUS CITY SITES	\$990.00
	18113	08/19/2025	BACKFLOW TESTS-EL ENCANTO	\$605.00
	18112	08/29/2025	BACKFLOW TESTS-METROLINK	\$110.00
	18111	08/29/2025	BACKFLOW TESTS-CITY HALL	\$220.00
85930	09/25/2025		KLEINFELDER, INC.	\$48,865.75
	Invoice	Date	Description	Amount
	001549121	09/09/2025	NELSON AVE INTERSECTION IMPROVEMENTS-PUENT	\$48,865.75
85931	09/25/2025		L A COUNTY SHERIFF'S DEPARTMENT	\$1,187,582.36
	Invoice	Date	Description	Amount
	260218TZ	09/09/2025	SHERIFF CONTRACT-AUG 2025	\$1,187,582.36
85932	09/25/2025		LAND OF THE FREE FOUNDATION	\$25,000.00
	Invoice	Date	Description	Amount
	8/28/2025	08/28/2025	SPONSORSHIP-ANNUAL VETERANS GOLF PROGRAM :	\$25,000.00
85933	09/25/2025		LOCKS PLUS, INC.	\$588.00
	Invoice	Date	Description	Amount
	36251	09/09/2025	REKEY 2 PADLOCKS-HOMESTEAD	\$588.00
85934	09/25/2025		LOS ANGELES COUNTY PUBLIC WOR	\$80,583.44

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Check	Date	Payee Name		Check	Amount
CITY.WF.CHK - City General Wells Fargo					
	Invoice	Date	Description		Amount
	PW-25081200693	08/12/2025	TRAFFIC SIGNAL MAINT		\$4,490.61
	PW-25081200692	08/12/2025	TRAFFIC SIGNAL MAINT		\$29,859.34
	PW-25090801503	09/08/2025	TRAFFIC SIGNAL MAINT		\$38,419.55
	PW-25090801504	09/08/2025	TRAFFIC SIGNAL MAINT		\$7,813.94
85935	09/25/2025	MARISOL HERNANDEZ			\$876.25
	Invoice	Date	Description		Amount
	SUMMER 2025	09/08/2025	REIMBURSEMENT FOR TUITION/BOOKS-CLASS AT UC		\$876.25
85936	09/25/2025	MATHEW HUDSON			\$255.71
	Invoice	Date	Description		Amount
	9/3/2025	09/03/2025	REIMBURSE FOR TRAVEL EXPENSE-IBC RETREAT 9/3-		\$255.71
85937	09/25/2025	MERRITT'S ACE HARDWARE			\$242.79
	Invoice	Date	Description		Amount
	148526	09/03/2025	SUPPLIES-CITY HALL		\$242.79
85938	09/25/2025	MIDAMERICA ADMINISTRATIVE & RET			\$1,512.00
	Invoice	Date	Description		Amount
	0316387	09/11/2025	ADMIN FEES FOR APR-JUN 2025		\$1,512.00
85939	09/25/2025	MORTISE & TENON BUILDING CORP			\$38,500.00
	Invoice	Date	Description		Amount
	#1CITY-1542	09/01/2025	ROOF REPAIR AT EL ENCANTO HOSPITAL		\$38,500.00
85940	09/25/2025	MOUNTAIN VIEW SCHOOL DISTRICT			\$83,074.72

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	7/10/2025	07/10/2025	DONATION-FREEZER FOR THE FOOD PANTRY	\$83,074.72
85941	09/25/2025		MUNI-ENVIRONMENTAL, LLC	\$18,698.25
	Invoice	Date	Description	Amount
	25-036	09/15/2025	COMMERCIAL WASTE PROGRAM	\$18,698.25
85942	09/25/2025		MX GRAPHICS, INC.	\$299.84
	Invoice	Date	Description	Amount
	35143	08/20/2025	COLOR SCANS-JN 6201	\$299.84
85943	09/25/2025		NELSON, JOSHUA	\$881.11
	Invoice	Date	Description	Amount
	9/16/2025	09/16/2025	REIMBURSE FOR TRAVEL EXPENSE-ICMA CONFERECE	\$703.93
	9/16/2025-A	09/16/2025	REIMBURSE FOR TRAVEL EXPENSE-IBC RETREAT 9/5-	\$177.18
85944	09/25/2025		PACIFIC UTILITY INSTALLATION	\$7,180.00
	Invoice	Date	Description	Amount
	33235	08/31/2025	CITY STREETLIGHT PROGRAM	\$7,180.00
85945	09/25/2025		PARS	\$774.50
	Invoice	Date	Description	Amount
	58900	09/15/2025	REP FEES-JUL 2025	\$474.50
	58745	09/12/2025	ARS FEES-JUL 2025	\$300.00
85946	09/25/2025		PLACEWORKS	\$11,165.00
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
September 25, 2025**

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	IND-22.15-9	08/31/2025	CEQA FOR 17871 CASTLETON ST	\$1,738.75
	IND-22.16-10	08/31/2025	CEQA FOR 1600 AZUSA AVE	\$1,278.75
	IND-22.14-11	08/31/2025	PROPOSED BATTERY STORAGE FACILITY	\$326.25
	IND-22.17-4	08/31/2025	PROPOSED BATTERY STORAGE FACILITY-JN 9428	\$7,821.25
85947	09/25/2025		PRINCE GLOBAL SOLUTIONS, LLC	\$7,510.00
	Invoice	Date	Description	Amount
	78	09/06/2025	FEDERAL ADVOCACY-AUG 2025	\$7,510.00
85948	09/25/2025		PUENTE BASIN WATER AGENCY	\$1,864.17
	Invoice	Date	Description	Amount
	1890	06/30/2025	GROUNDWATER MGMT PLAN PHASE 2 (JUN 2025)	\$1,864.17
85949	09/25/2025		PUENTE HILLS FORD	\$228.23
	Invoice	Date	Description	Amount
	337812	08/30/2025	VEHICLE MAINT-LIC 1580081 (2020 BLACK FORD EXPLC	\$228.23
85950	09/25/2025		QUADIENT LEASING USA, INC.	\$1,503.07
	Invoice	Date	Description	Amount
	Q2012830	09/09/2025	MAIL EQUIPMENT RENTAL 10/11/25-1/10/26	\$1,503.07
85951	09/25/2025		RICOH USA, INC.	\$1,612.26
	Invoice	Date	Description	Amount
	591958087	09/08/2025	COPIER LEASE-HOMESTEAD	\$320.68
	592108508	09/12/2025	PROPERTY TAX FOR FY 24/25-CITY HALL	\$1,198.92
	592108240	09/12/2025	PROPERTY TAX FOR FY 24/25-HOMESTEAD	\$92.66

**CITY OF INDUSTRY
WELLS FARGO BANK
September 25, 2025**

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Check	Date	Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo				
85952	09/25/2025	ROBINSON'S FLOWERS		\$501.63
	Invoice	Date	Description	Amount
	3872	09/02/2025	FLOWERS AND DELIVERY	\$501.63
85953	09/25/2025	SAN GABRIEL VALLEY CONSERVATIO		\$1,000.00
	Invoice	Date	Description	Amount
	9/4/2025	09/04/2025	SPONSORSHIP-3RD ANNUAL GOLF TOURNAMENT	\$1,000.00
85954	09/25/2025	SCS FIELD SERVICES		\$32,992.71
	Invoice	Date	Description	Amount
	0550893	08/31/2025	INDUSTRY HILLS-LANDFILL GAS SYSTEM	\$32,992.71
85955	09/25/2025	SO CAL INDUSTRIES		\$195.89
	Invoice	Date	Description	Amount
	763221	09/10/2025	WC ACCESS RENTAL-TONNER CYN/57 FWY	\$195.89
85956	09/25/2025	SOUTHERN CALIFORNIA WATER COAI		\$1,000.00
	Invoice	Date	Description	Amount
	1993	02/27/2025	ANNUAL MEMBERSHIP 2025-JOSH NELSON	\$1,000.00
85957	09/25/2025	SPECTRUM		\$938.99
	Invoice	Date	Description	Amount
	188632001090725	09/07/2025	BUSINESS INTERNET-SEP 2025	\$938.99
85958	09/25/2025	SUPERIOR COURT OF CA-LA COUNTY		\$3,555.00
	Invoice	Date	Description	Amount
	AUGUST 2025	09/08/2025	PARKING CITATIONS REPORT-AUGUST 2025	\$3,555.00

**CITY OF INDUSTRY
WELLS FARGO BANK
September 25, 2025**

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Check	Date	Payee Name		Check	Amount
CITY.WF.CHK - City General Wells Fargo					
85959	09/25/2025	TEMP AIR SYSTEM INC.			\$195.00
	Invoice	Date	Description		Amount
	22410	09/04/2025	HVAC MAINT-EL ENCANTO		\$195.00
85960	09/25/2025	THE BIG NORWEGIAN			\$4,875.67
	Invoice	Date	Description		Amount
	57851	08/08/2025	REPAIR 1978 CASE 580K BACK HOE-HATCHER		\$4,875.67
85961	09/25/2025	TURBO DATA SYSTEMS, INC			\$586.09
	Invoice	Date	Description		Amount
	46555	08/31/2025	CITATION PROCESSING JUL/AUG 2025		\$586.09
85962	09/25/2025	VALLEY VISTA SERVICES, INC			\$19,780.71
	Invoice	Date	Description		Amount
	2708113	08/31/2025	DISP SVC-CITY HALL		\$595.78
	2708296	08/05/2025	DISP SVC-1123 HATCHER AVE		\$4,960.25
	2708297	08/31/2025	DISP SVC-TONNER CYN (MAINT YD)		\$457.62
	2708298	08/31/2025	DISP SVC-15660 MAYOR DAVE WAY (YAL)		\$165.76
	2749108	09/05/2025	DISP SVC-FOLLOW'S CAMP		\$1,640.31
	2717739	09/01/2025	DISP SVC-CITY BUS STOPS		\$4,796.49
	2717406	09/01/2025	DISP SVC-CITY RESIDENTS		\$6,082.41
	2718369	09/01/2025	DISP SVC-1123 HATCHER AVE		\$326.07
	2718367	09/01/2025	DISP SVC-TONNER CYN (CAMP COURAGE)		\$480.23
	2717590	09/01/2025	DISP SVC-205 N HUDSON AVE		\$275.79
85963	09/25/2025	VORTEX INDUSTRIES, INC.			\$4,339.75

CITY OF INDUSTRY
WELLS FARGO BANK
September 25, 2025

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	08-2068552	08/08/2025	REPAIR BROKEN DOOR-TONNER CYN	\$4,339.75
85964	09/25/2025		WREGIS	\$125.00
	Invoice	Date	Description	Amount
	WR53778	09/10/2025	ANNUAL FEE	\$125.00

Checks	Status	Count	Transaction Amount
	Total	99	\$3,549,706.21

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: September 25, 2025

SUBJECT: Consideration of a Facilities Use Agreement with Delhaven Community Center, for access to the parking lot located at the Workman and Temple Homestead Museum, to utilize for a fundraising event

Background:

Delhaven Community Center (“Delhaven”) is a locally based non-profit organization that works with our community’s special needs population, at-risk children, as well as young adults and their families. The organization has been in the community since 1972 and has helped thousands of families with the support services that they offer, including after-school day care, summer camps, free food services, and care for those with special needs.

Delhaven requested permission from the City to utilize the parking lot at the Workman and Temple Homestead Museum to host a fundraising event. The event will take place on December 13, 2025, from the hours of 8 am to 5 pm. The fundraising event will feature a car exhibition, showcasing cars from the Puente Viejo Car Club and vendors offering food and a variety of merchandise. There will also be a holiday toy drive collection benefiting the children in the community.

Discussion:

The fundraiser aims to support the children in the community. Those in attendance will donate an unwrapped toy to participate in contests and as entry fee to the event. Vendors selling merchandise will donate their rental space fee to Delhaven. Staff is requesting the City Council approve the Facilities Use Agreement with Delhaven for use of the parking lot at 15415 Don Julian Road.

Fiscal Impact:

Given that the event is a fundraiser for a non-profit organization, the City will not charge for the

use of the parking lot.

Recommendation:

Staff recommends that the City Council approve the Facilities Use Agreement.

Exhibits:

1. Facilities Use Agreement with Delhaven Community Center

CITY OF INDUSTRY FACILITIES USE AGREEMENT

THIS FACILITIES USE AGREEMENT (“Agreement”) is entered into on this 25th day of September 2025 (“Effective Date”), by and between the City of Industry, a California municipal corporation (the “City”) and Delhaven Community Center, a California non-profit organization, (the “User”). The City and User are collectively referred to as “Parties” and individually as “Party”.

RECITALS

WHEREAS, the City is the owner of certain real property located at 15415 Don Julian Road, City of Industry, California, (collectively the “Property”), as described in Exhibit A. This Agreement pertains to the non-exclusive use of a portion of the Property; and

WHEREAS, User is a non-profit organization that is conducting a fundraiser serving the community, that desires to use a portion of the Property for its operations; and

WHEREAS, the City desires to allow User to host a fundraiser at the Property; and

WHEREAS, the Parties desire to enter into this Agreement to make a portion of the Property available to User, as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained, the Parties hereto agree as follows:

GENERAL PROVISIONS

SECTION 1.

(A) Term.

The term of this Agreement shall commence at 7:00 am on December 13, 2025, and shall terminate on 7:00 pm on December 13, 2025, unless sooner terminated by either Party, as provided in this Agreement.

(B) Property.

User may use the designated portion of the Property for the following:

- A car show fundraiser to support its non-profit mission.
- Vendors with booths to sell food and merchandise
- Unwrapped toys will be collected from those attending the event.
- Music will be played by a DJ

(C) Rent and Utilities.

Given that User is hosting a fundraising event to benefit a non-profit organization, City will donate the space at no cost to User.

(D) Intentionally Left Blank.

(E) Use Restrictions.

User shall only use the Property for the use as described in Section 1(B), above.

(F) User Responsibilities.

(1) User shall be financially responsible for any damages that may occur at or to the Property related to User's use.

(2) The User is responsible for the conduct of all participants, the supervision of minors and any damages that may occur at or to the Property related to User's use.

(3) The User shall require each individual participating in the car show, to execute a release and waiver. The form of the release and waiver shall be in substantially the form attached hereto as Exhibit C, and incorporated herein by reference.

(4) Install and remove signs designating parking spaces on the Property.

(G) Non City-Owned Property.

The City reserves the right to remove any items remaining at the expiration of the term of this Agreement from the Property and have them stored at User's expense. If such items, equipment or supplies are not claimed within one (1) week, the City reserves the right to dispose of such material in any manner it deems appropriate. User shall be responsible for any costs of storage and disposal incurred by the City for such equipment or supplies. The City is not responsible for any damage or theft of any items left by User, or any of User's officers, agents, employees, guests, or invitees.

(H) Disclaimer of Condition of Property.

City makes no warranty or representation of any kind concerning the Property or the fitness of the Property for the use intended by User. User has inspected the Property and knows and accepts its condition, and waives any express or implied indemnity against the City.

(I) Damage or Destruction of the Property.

In the event the Property is damaged by fire or other casualty, City may, at its sole and absolute discretion, elect to terminate this Agreement. If the City is unable or unwilling to repair any damage caused by fire or other casualty, User may terminate this Agreement. Should the Property be damaged by fire or other casualty, no liability shall occur against City for damage due to loss of business, loss of revenue or additional costs incurred by User.

(J) Assignment.

User shall not assign this Agreement without the prior written consent of the City. Any such assignment without prior written consent shall be void, and the City, at its option, may terminate this Agreement.

(K) Right of Entry.

City shall be entitled, at all times, to enter the Property for the purpose of inspecting the Property, or for the purpose of inspecting the performance by User of the terms and conditions of this Agreement, or for the purpose of posting and keeping posted thereon notices of non-responsibility for any construction, alteration or repair thereof, as required or permitted by any law or ordinance. City shall also be permitted to use the Property when User is not operating.

SECTION 2. USE OF PREMISES

(A) General.

- i. User shall use the Property as provided Section 1(B) above.
- ii. User shall not use the Property, or any portion thereof, for any purpose which may increase the existing rate of insurance upon the Property, or cause the cancellation of the insurance on the Property. User shall be responsible for any insurance increase or cancellation of insurance, as a result of its activities at the Property.

(B) Hours of Operation.

User shall maintain the following hours of operation: 7:00 am to 7:00 pm on December 13, 2025.

(C) Supplies and Expenses.

- i. User shall be responsible for the costs associated with liability insurance for its use of the Property.
- ii. User shall pay for all equipment (collectively, "Equipment") used for its activities on the Property.

(D) Maintenance, Repair and Alterations.

- i. City shall be responsible for any structural, routine maintenance, and long term capital repair at the Property, except to the extent such repair is made necessary as a result of the misconduct or negligent acts or omissions of User, its participants, staff, volunteers, and/or invitees. In the event of any repair, whether requested by User or otherwise, the City may make the determination whether to do the work or terminate this Agreement. Notwithstanding the foregoing, the City shall not be responsible for any structural or routine maintenance to the Equipment operated by the User, which shall be the sole and absolute responsibility of the User.

- ii. City shall be responsible for maintaining all landscaping at the Property.
- iii. User shall maintain the Property in good and safe condition, and shall be responsible for repairing any damage arising from the negligence or misconduct of User, its participants, staff, volunteers, and/or invitees. In the event User discovers a hazard or maintenance issue at the Property, it shall immediately notify the City in writing or via email.
- iv. User shall not commit, or suffer to be committed, any waste upon the Property, or any public or private nuisance.
- v. User shall not make any improvements to the Property during the Term of this Agreement..
- vi. The User shall not cause or permit to be filed, recorded or enforced against the Property, or any part thereof, any mechanics', material men's, contractors' or subcontractors' liens arising from the uses permitted herein, or any claim or action affecting the title to the Property arising from the uses permitted herein, and the User 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 the City's other rights and remedies under this Agreement or under law, should the User fail within fifteen (15) business days of a written notice from the City to pay and discharge or bond over any lien arising out of the User's use of the Property, then a material breach under this Agreement shall be deemed to have occurred which, at the City's election, shall entitle the City to terminate this Agreement effective upon notice by the City to the User so stating.

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

SECTION 4. RELEASE, HOLD HARMLESS AND INDEMNIFICATION

(A) User shall defend, indemnify, and hold harmless City, its elected and appointed officers, officials, agents, contractors, attorneys, consultants, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising out of or in connection with User's use of the Property, or its negligent failure to comply with any of its obligations contained in this Agreement (collectively "Claims"). Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve User from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any Claims whether or not such insurance policies shall have been determined to apply.

(B) User releases the City, its officers, officials, attorneys, agents, and employees of any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorney's fees, arising out of or in connection with User's use of the Property under this Agreement.

User acknowledges and expressly waives the benefit of California Civil Code Section 1542, which is set forth below, and specifically agrees that the release contained in this Agreement shall extend to all claims arising out of transactions which the Parties do not know or expect to exist in their favor at this time, and which rise out of or are connected to the Agreement. California Civil Code Section 1542 provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

City's Initials

User's Initials

User acknowledges that the facts and law in relation to this matter and the claims released by the terms of this Agreement may turn out to be different from or in addition to the facts or law as now known to each Party or its counsel. User therefore expressly agrees that the release so given shall be and remain in effect as a full and complete release of the persons and entities released thereby notwithstanding any possibility of new or different facts or law.

(C) By execution of this Agreement, User acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

(D) If, for any reason such as, but not limited to, earthquake, flood water damage, explosion or other calamity or circumstance, it shall become necessary to close the Property, no liability shall occur against City for damage due to loss of business, loss of revenue or additional costs incurred by User.

SECTION 5. INSURANCE

(A) During the term of this Agreement, User shall, at its sole costs and expense, carry, maintain, and keep in full force and effect insurance of the types and in the amounts as set forth in the attached Exhibit B, incorporated herein by this reference.

(B) City and its elected and appointed officers, employees, attorneys, agents, and volunteers shall be named as additional insureds with respect to each of the insurance policies required under this Agreement.

(C) At all times during the term of this Agreement, User shall maintain on file with the City's City Clerk a certificate or certificates of insurance showing that the insurance policies required by this Section 5 are in effect in the required amounts and naming the City and its elected and appointed officers, employees, attorneys, agents, and volunteers as additional insureds. User shall, concurrently with the execution of this Agreement, file with City's City Clerk such certificate(s).

(D) User shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

SECTION 6. INDEPENDENT CONTRACTOR

(A) User 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 User shall at all times be under User's exclusive direction and control. Neither City nor any of its officers, employees, attorneys, or agents shall have control over the conduct of User or any of User's officers, employees, or agents, except as set forth in this Agreement. User 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. User 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 User in connection with the performance of this Agreement. City shall not pay salaries, wages, or other compensation for operating User. City shall not be liable for compensation or indemnification to User for injury or sickness arising out of its operation or use of the Property under this Agreement.

(C) User shall indemnify, defend and hold harmless, the City, its officers, employees, attorneys, 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, User or by any individual or agency for which User is legally liable, including but not limited to officers, agents, employees or subconsultants of User, service as an independent contractor. The indemnity provisions set forth in this Section 6 shall survive the termination of this Agreement and are in addition to any other rights or remedies the City may have under the law.

SECTION 7. 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:

If to City:

Joshua Nelson
City Manager
City of Industry
15625 Mayor Dave Way
City of Industry, CA 91744

With a copy to:

James M. Casso,
City Attorney
Casso & Sparks
13300 Crossroads Parkway North, Suite 410
City of Industry, CA 91746

If to USER:

Delhaven Community Center
Tim Seal
15135 Fairgrove Avenue
La Puente, CA 91744

SECTION 8. COMPLIANCE WITH LAWS

User represents and warrants to City that User, its officers, agents, employees and volunteers have all licenses, permits, qualifications, and approvals of whatever nature which are legally required for User, its officers, agents, employees and volunteers to provide the services, programs and activities contemplated by this Agreement, and that it shall comply with all statutes, ordinances, regulations, and requirements of all governmental entities, federal, state, county and city, relating to its actions under this Agreement whether such statutes, ordinances, regulations and requirements are now in force or hereinafter enacted.

SECTION 9. DEFAULT/TERMINATION

(A) In the event of any breach of this Agreement, City, in addition to any other rights and remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the Property.

(B) In the event of any breach of this Agreement, either Party may terminate the Agreement immediately, by serving written notice upon the other. Upon receipt of said notice, User shall immediately vacate the Property and remove all of its possessions.

(C) User may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof by serving the City with five days' written notice. City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof by serving the User with notice 24 hours prior to termination. Upon receipt of said notice, User shall have 24 hours to vacate the Property and remove all of its possessions, unless the notice provides otherwise. If either Party suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

SECTION 10. MISCELLANEOUS PROVISIONS

(A) User acknowledges that this Agreement may create a possessory interest subject to property taxation, and that User may be subject to payment of property taxes levied on such interest. Any such tax liability shall be the sole and exclusive responsibility of User.

(B) User agrees that its use of the Property and this Agreement, shall not entitle User to any relocation benefits pursuant to federal, state, or local law, and User hereby waives any such claim against the City for relocation benefits.

(C) The rights granted to User under this Agreement are non-exclusive use only, and in no respect shall the same constitute or be construed as an assignment of a leasehold or other interest in the Property set forth in this Agreement.

(D) 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.

(E) 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 User use of the Property 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. The venue for any litigation shall be Los Angeles County, California or in the United States District Court for the Central District of California.

(F) 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.

(G) This Agreement shall be governed and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws.

(H) All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

(I) This instrument contains the entire Agreement between the City and User with respect to the transactions contemplated herein. No other prior oral or written agreement(s) are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and User.

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

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

“CITY”
City of Industry

“USER”
Delhaven Community Center

By: _____
Joshua Nelson, City Manager

By: _____
Tim Seal, President

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

Approved as to form:

By: _____
James M. Casso, City Attorney

Exhibit A

Description of Property

User may use the designated portion of the Property identified in the map below by yellow lines.

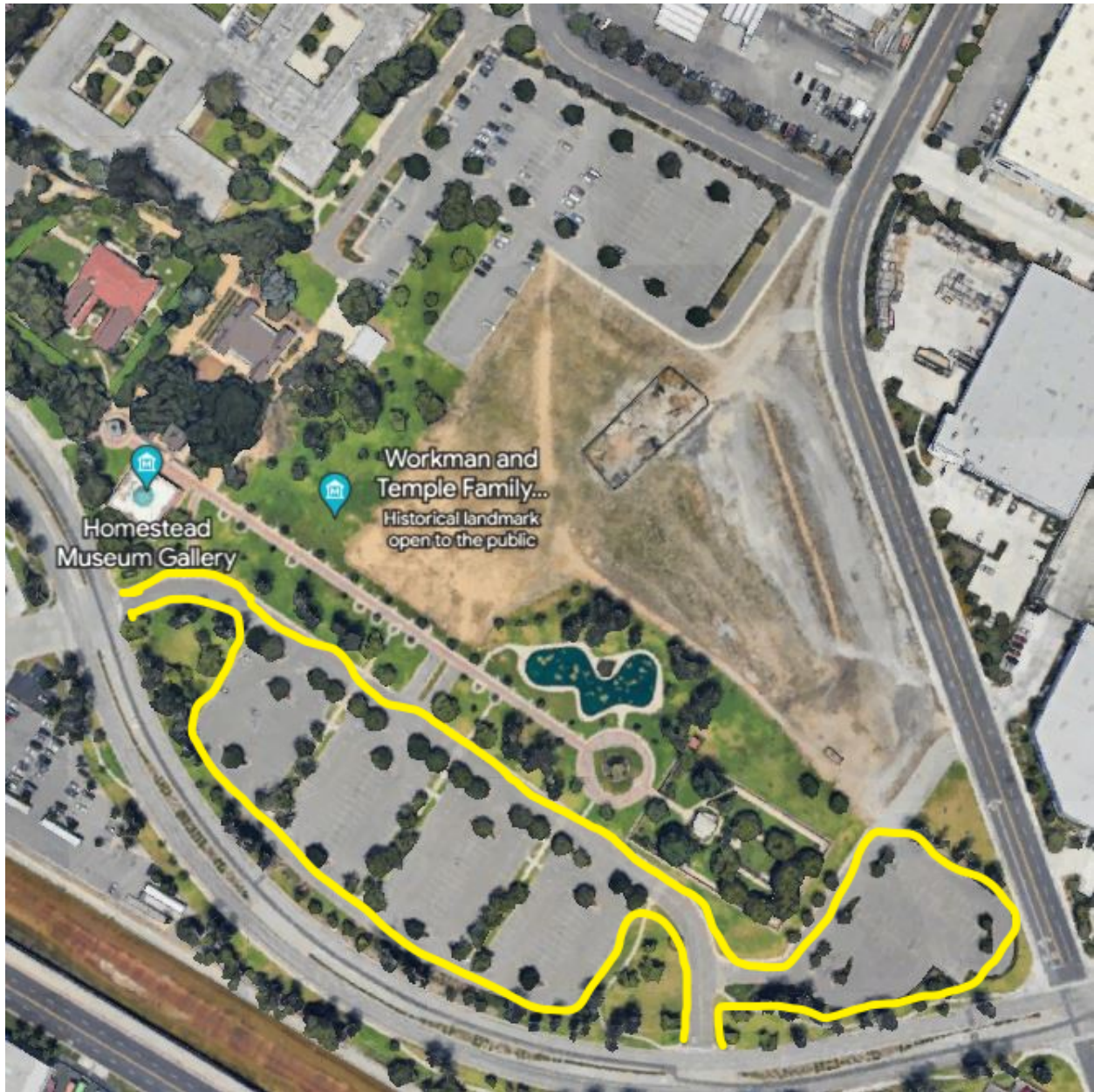


Exhibit B

INSURANCE REQUIREMENTS

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

General liability insurance. User 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. User 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 User arising out of or in connection with 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.

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

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

Proof of insurance. User 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 the City 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. User 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 this Agreement by User, its agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by User 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 User. 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 User or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. User 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). User acknowledges and agrees that any actual or alleged failure on the part of the City to inform User 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 User maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by User. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. User agrees to oblige its insurance agent or broker and insurers to provide to City with a five (5) day notice of cancellation 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 User 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. User agrees to ensure that its subconsultants, subcontractors, and any other party involved with the permitted use who is brought onto or involved in the permitted use by User, provide the same minimum insurance coverage and endorsements required of User. User 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. User 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 User five (5) days advance written notice of such change.

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

Additional insurance. User 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 this Agreement.

Exhibit C

WAIVER, RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE

I, _____ (FULL NAME), fully understand that my participation in the Delhaven car show fundraising event exposes me to the risk of personal injury, death or property damage. I hereby acknowledge that I am voluntarily participating in the Delhaven fundraising event and agree to assume any such risks.

I hereby release, discharge and agree not to sue the City of Industry, its elected and appointed officers, officials, agents, contractors, consultants, employees and volunteers for any injury, death or damage to or loss of personal property arising out of, or in connection with, my participation in the Delhaven car show from whatever cause, including the active or passive negligence of the City of Industry, its elected and appointed officers, officials, agents, contractors, consultants, employees and volunteers or any other participants in the Delhaven car show. The parties to this agreement understand that this document is not intended to release any party from any act or omission of "gross negligence," as that term is used in applicable case law and/or statutory provision.

In consideration for being permitted to participate in the Delhaven car show, I hereby agree, for myself, my heirs, administrators, executors and assigns, that I shall indemnify and hold harmless the City of Industry, its elected and appointed officers, officials, agents, contractors, consultants, employees and volunteers from any and all claims, demands actions or suits arising out of or in connection with my participation in the Delhaven fundraising event.

I HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT IT IS A FULL RELEASE OF ALL LIABILITY AND SIGN IT ON MY OWN FREE WILL.

Date

Signature

Printed Name

ITEM NO. 6.3



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
Upendra Joshi, Senior Project Manager

DATE: September 25, 2025

SUBJECT: Consideration of a Professional Services Agreement with Biggs Cardosa Associates, Inc., to provide Bridge Engineering Services in an amount not to exceed \$1,043,872.00, through September 25, 2028

Background:

In 2021, the City submitted an application for Highway Bridge Program (“HBP”) funding to rehabilitate, seismic retrofit, and widen the Anaheim-Puente Road bridge. In the same year, a Project Strategy Feasibility Report was prepared by Biggs Cardosa Associates, Inc. (“BCA”) to justify the replacement of the bridge over rehabilitation. Replacing the bridge structure will correct all current deficiencies and improve the condition of the bridge. As part of the recommendation, the bridge will need to be widened to improve the roadway approach and the intersection of Anaheim-Puente Road and Arenth Avenue to better accommodate large truck turning.

Discussion:

BCA produced a Project Strategy Feasibility Report for the City. Since BCA is already familiar with the project, Staff requested that BCA submit a proposal for the design of the Anaheim-Puente Road Bridge widening. The scope includes preliminary and final engineering design, environmental documents and technical studies, and bid support. Staff recommends approving the Professional Services Agreement with BCA for these design services in an amount not to exceed \$1,043,872.00, through September 25, 2028.

Fiscal Impact:

The fiscal impact is \$1,043,872.00 over three years. In the adopted Fiscal Year 2025-2026

Capital Improvement Project budget, \$200,000.00 is approved for this work (Account No. 120.705.5130, MP 10-08 #9). This budget is sufficient for the initial scope of work.

Recommendation:

It is hereby recommended that the City Council approve the Professional Services Agreement with Biggs Cardosa Associates, Inc.,

Exhibits:

1. Professional Services Agreement with Biggs Cardosa Associates, Inc. dated September 25, 2025

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of September 25, 2025 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Biggs Cardosa Associates, 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 September 25, 2028, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing bridge engineering services, serving a municipal agency.

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

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

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

3. MANAGEMENT

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

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed One Million Forty Three Thousand Eight Hundred Seventy-Two dollars (\$1,043,872.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

5. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

6. OWNERSHIP OF DOCUMENTS

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

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

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

7. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity other than for professional liability

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

(c) Duty to defend.

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

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

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

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

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

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

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: Biggs Cardosa Associates, Inc.
500 S. Main Street, Suite 1200
Orange, CA 92868
Attention: Ron Oen, 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”

Biggs Cardosa Associates, Inc.

By: _____
Joshua Nelson, City Manager

By: _____
Ron Oen, 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 for the Anaheim-Puente Road bridge project:

PHASE 1: PRELIMINARY ENGINEERING DESIGN, ENVIRONMENTAL DOCUMENTS AND TECHNICAL STUDIES

Task 1.1: Project Management

- a) Project Administration/Budgeting/Cost Accounting
- b) Coordination Meetings
- c) Project Schedule
- d) Local Program Compliance/Funding Assistance

Task 1.2: Planning and Project Development

- a) Purpose and Need
- b) Research and Data Gathering
- c) Base Mapping

Task 1.3: Preliminary Design Engineering/Concept Plans

- a) Roadway Approval Drawings
- b) Water Quality, Hydrology, and Channel Hydraulics
- c) Traffic Memorandum
- d) 35 percent Bridge Type Selection/Seismic Retrofit Strategy and Project Memorandum

Task 1.4: CEQA/NEPA Environmental Approval (Environmental Documents and Technical Studies

- a) Project Initiation and Agency Coordination/Preliminary Environmental Study (PES)
- b) Natural Environmental Study (Minimal Impacts)
- c) Jurisdictional Delineation Report
- d) Historic Property Survey Report
- e) Water Quality Assessment Memorandum
- f) Traffic Technical Memorandum
- g) CEQA Initial Study/Mitigated Negative Declaration
- h) NEPA Categorical Exclusion

PHASE 2: ENGINEERING DESIGN (PLANS, SPECIFICATION AND ESTIMATE, [PS&E]) AND BID SUPPORT

Task 2.1: Project Management

Task 2.2: Engineering Design Reports and Studies

- a) Final Hydraulic Design and Report
- b) Preliminary Stormwater Management Plan
- c) Final Stormwater Management Report
- d) Preliminary Stormwater Pollution Prevention Plan (Draft SWPPP)

Task 2.3: Plans, Specifications, and Estimate

- a) Unchecked Design Submittal (65% PS&E)
- b) Checked Design Submittal (95% PS&E)
- c) Final Design Submittal (100% PS&E)
- d) Final Storm Water Pollution Prevention Plan (SWPPP)
- e) Encroaching Permitting

Task 2.4: Environmental Permitting

- a) Regulatory Agency Coordination and Prepare Permit Applications

Task 2.5: Construction Bidding Support

EXHIBIT B

RATE SCHEDULE

This project is funded in the approved FY 25-26 Capital Improvement Project budget under Account No. 120.705.5130. (MP 10-08 #9)

Staffing Categories	Applicable Rate Period (Aug 1 – Sep 30)			
	2025	2026	2027	2028
Principal	\$321 - \$403	\$337 - \$423	\$354 - \$444	\$372 - \$466
Associate	\$296	\$311	\$326	\$343
Engineering Manager	\$260	\$273	\$286	\$300
Senior Engineer	\$232	\$244	\$256	\$269
Project Engineer	\$213	\$224	\$235	\$247
Staff Engineer	\$196	\$205	\$216	\$226
Assistant Engineer	\$178	\$187	\$196	\$206
Junior Engineer	\$165	\$173	\$182	\$191
Senior Computer Drafter	\$186	\$195	\$205	\$215
Computer Drafter	\$165	\$173	\$182	\$191
Junior Computer Drafter	\$149	\$157	\$165	\$173
BIM/Visualization Specialist	\$186	\$195	\$205	\$215
Project Administrator	\$209	\$219	\$230	\$242
Project Coordinator	\$172	\$181	\$190	\$200
Secretarial Services	\$135	\$142	\$149	\$156
Construction Manager	\$310	\$326	\$342	\$359
Senior Structural Rep.	\$270	\$283	\$297	\$312
Structural Representative	\$242	\$254	\$267	\$280
Assist. Structures Rep.	\$193	\$203	\$213	\$224
Senior Bridge Inspector	\$242	\$254	\$267	\$280

Subconsultants

At-Cost

Deliveries & Postage

At-Cost

Travel (Lodging, Meals & Incidentals)

GSA Rate

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ITEM NO. 6.4



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

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

DATE: September 25, 2025

SUBJECT: Consideration of Amendment No. 3 to the Agreement with Tyler Technologies, Inc. for software to host the City's Enterprise Resources Planning System, extending the term to December 31, 2029, increasing the compensation by \$15,593.47, and revising the scope of services

Background:

On or about January 25, 2018, the City Council approved a Software as a Service Agreement ("Agreement") with Tyler Technologies, Inc. ("Tyler") to host the City's Enterprise Resources Planning system, New World. New World is the City's financial system for accounting, budgeting, and asset management.

On or about May 5, 2021, Amendment No. 1 was approved to update the scope of services by removing 14 modules that were no longer necessary. Amendment No. 2 was approved on July 13, 2023 to update the scope of services to include Requisition and Content Manager modules, increase compensation, extend the term through December 31, 2027, update the addresses for the City and City Attorney, and update the indemnity provisions.

Discussion:

Since approval of Amendment No. 2, Staff determined the Requisition and Content Manager modules are not needed. While the City has not paid for the unused modules, Tyler continues to generate invoices based on the Contract's scope of services. Tyler requested a revision of the Contract's scope of services to reflect the actual services provided, in order to generate accurate invoices moving forward. Amendment No. 3 updates the scope of services by removing unnecessary modules and their costs, extends the term another two years through December 31, 2029, and increases the contract's not-to-exceed amount by \$15,593.47.

Fiscal Impact:

The costs for the financial system are included in the adopted budget within General Funds-Information Technology-Computer Services (Account No. 100-525-5695.01). If approved, Amendment No. 3 increases the total compensation by \$15,593.47. No appropriation is needed at this time.

Recommendation:

Staff recommends that the City Council approve Amendment No. 3 to the Agreement.

Exhibits:

1. Amendment No. 3

AMENDMENT NO. 3 TO SOFTWARE AS A SERVICE AGREEMENT

This Amendment No. 3 to the Software as a Service Agreement (“Agreement”), is made and entered into as of the 25th day of September, 2025 (“Amendment Effective Date”), by and between the City of Industry, a California municipal corporation (“City”), and Tyler Technologies, Inc. (“Tyler”), a Delaware corporation. The City and Tyler are hereinafter collectively referred to as the “Parties”.

RECITALS

WHEREAS, the Agreement was entered into between the City and Tyler to host the City’s Enterprise Resources Planning System, known as New World with an Effective Date of December 14, 2017; and

WHEREAS, on or about May 6, 2021, Amendment No. 1 was approved to remove 14 modules from the Scope of Services: HR/Payroll Base Suite, Employee Event Tracking, eEmployee, eTimesheets, eBenefits Admin, Parcel Management, Permits, Licensing, Code Enforcement, Municipal Inspections, myCommunity Server, myInspections, ePermits, and eLicense; and

WHEREAS, on or about July 13, 2023, Amendment No. 2 was approved to extend the term through December 31, 2027, increase compensation by \$285,955.43, revised the Scope of Services to include Tyler’s requisition module and Tyler Content Manager, revise the written notice period, update the addresses for the City and City Attorney, and revise the indemnity provisions; and

WHEREAS, the Parties desire to amend the Agreement to extend the term through December 31, 2029, increase compensation by \$15,593.47, and revise the Scope of Services to remove the Tyler Content Manager module; and

WHEREAS, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 3, as set forth below.

AMENDMENT

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

Section 1. TERM

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

This initial term of this Agreement shall commence on January 1, 2018 and end December 31, 2022 (the “Initial Term”). The first renewal term, as set forth in Amendment

No. 2, shall begin January 1, 2023 and end December 31, 2023 (the "First Renewal Term"), as the original term set forth in Amendment No. 2 is hereby further amended by this Amendment No. 3. Upon execution of Amendment No. 3, the term shall be renewed for a period commencing January 1, 2024 and ending December 31, 2029 (the "Second Renewal Term"), unless sooner terminated pursuant to the provisions of this Agreement.

Section 4. PAYMENT

Section 4 is hereby amended to add subsection "d" as follows:

(d) The City agrees to pay Tyler annual fees for the Second Renewal Term, in accordance with the payment rates and terms and the schedule of payment as set forth in Schedule 1 of Exhibit A of this Agreement, incorporated herein by this reference as though set forth in full. This amount shall not exceed Four Hundred Sixty-Two Thousand Seven Hundred Sixty-Nine Dollars and Thirty-Six Cents (\$462,769.36) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement. The Term of this Agreement shall consist of the Initial Term, the First Renewal Term, and the Second Renewal Term. No additional payments are authorized unless approved by City or as provided in this Agreement.

EXHIBIT A SCOPE OF SERVICES

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

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

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3 to the Agreement as of the Amendment Effective Date.

“CITY”
City of Industry

“TYLER”
Tyler Technologies, Inc.

By: _____
Joshua Nelson, City Manager

By: _____
Katie Gray, Sr. Corporate Attorney

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM:

By: _____
James M. Casso, City Attorney

ATTACHMENT 1

SCHEDULE 1

Investment Summary

Description	CY2024	CY2025	CY2026	CY2027	CY2028	CY2029
Financial Applications						
Financial Management Base Suite .NET	11,574.59	12,153.32	12,760.99	13,399.04	14,068.99	14,772.44
Asset Management .NET	2,315.76	2,431.55	2,553.13	2,680.79	2,814.83	2,955.57
Bank Reconciliation .NET	1,389.87	1,459.37	1,532.34	1,608.95	1,689.40	1,773.87
Contract Accounting, NET	2,315.76	2,431.55	2,553.13	2,680.79	2,814.83	2,955.57
Finance Analytics .NET	2,315.76	2,431.55	2,553.13	2,680.79	2,814.83	2,955.57
Government (GASB) Reporting .NET	4,167.53	4,375.91	4,594.71	4,824.44	5,065.66	5,318.95
Misc. Billing & Receivables .NET	2,315.76	2,431.55	2,553.13	2,680.79	2,814.83	2,955.57
Project Accounting .NET	2,315.76	2,431.55	2,553.13	2,680.79	2,814.83	2,955.57
Purchasing Base .NET	4,167.53	4,375.91	4,594.71	4,824.44	5,065.66	5,318.95
Requisitions	2,969.40	0.00	0.00	0.00	0.00	
Unlimited User Licensing	1,889.56	1,984.04	2,083.24	2,187.40	2,296.77	2,411.61
Total	37,737.28	36,506.30	38,331.64	40,248.22	42,260.63	44,373.67

Calendar Year ("CY") begins on January 1 and end December 31 of every year. Tyler agrees to limit increases to the annual SaaS Fees to not more than five percent (5%) per CY for the First Renewal Term following the Initial Term. Tyler will provide City a written notice of the increase no less than 60 days prior to the commencement of each CY.

Training: Training will be authorized with prior written approval from the City Manager. Training cost will not exceed \$5,000.00 per calendar year starting from CY2025 through CY2029.

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

DATE: September 25, 2025

SUBJECT: Consideration of an Extension to Agreement with County Sanitation District No. 2 of Los Angeles County for the purchase of Reclaimed Water

Background:

On September 27, 2000 the City of Industry ("City") and the County Sanitation District of Los Angeles County ("District") entered into an agreement whereby the District provides the City with reclaimed water. The City is able to use the reclaimed water for one or more suitable uses including landscape irrigation. The agreement also allowed the City to construct all facilities required to deliver and distribute the reclaimed water purchased by City, including a pump station, wet well, pipelines, storage reservoirs, meters, controls, and other facilities. The City also maintains those facilities at no cost to the District. The quantity of water that the District is to make available to the City annually is not to exceed ten thousand (10,000) acre-feet to be apportioned reasonably throughout the year, with a maximum daily withdrawal rate of twenty (20) million gallons.

Discussion:

The term of the agreement was 25 years and expires on September 27, 2025. City Staff is currently working with the District to renew the agreement. The District is working on updating the language and making some adjustments to the amount of water the City is able to purchase annually. Since staff is still negotiating with the District and the contract expires shortly, both the City and District have agreed to extend the existing agreement until December 31, 2025 so the District can still supply reclaimed water to the City.

Fiscal Impact:

There is no fiscal impact to the City with this extension.

Recommendation:

Staff recommends the Council authorize the City Manager to execute the extension letter, extending the term to December 31, 2025.

Exhibits:

1. A. Agreement between County Sanitation District and City of Industry, dated September 27, 2000
2. B. Letter of Extension

(2nd Original)

A G R E E M E N T

CSD CONTR # 3756

This Agreement, made and entered into this 27th day of SEPTEMBER, 2000, by and between County Sanitation District No. 2 of Los Angeles County, hereinafter referred to as "District", and the City of Industry, a municipal corporation, hereinafter referred to as "City".

WHEREAS, District is a county sanitation district formed and operating pursuant to the County Sanitation District Act, Chapter 3, Part 3, Division 5 of the Health and Safety Code, Sections 4700 et seq.; and

WHEREAS, a number of County Sanitation Districts of Los Angeles County are parties to an Amended Joint Outfall Agreement effective July 1, 1995, which provides, among other things, for the ownership and operation of inland water reclamation plants. The plants currently include the Long Beach Water Reclamation Plant, Los Coyotes Water Reclamation Plant, Whittier Narrows Water Reclamation Plant, Pomona Water Reclamation Plant, San Jose Creek Water Reclamation Plant and La Cañada Water Reclamation Plant. Hereinafter, these water reclamation plants, excluding the La Canada Water Reclamation Plant, shall be collectively referred to as the "Inland Reclamation Plants;" and

WHEREAS, pursuant to said Amended Joint Outfall Agreement, District operates the San Jose Creek Water Reclamation Plant, hereinafter referred to as "Water Reclamation Plant", which has a design capacity of one hundred and twelve thousand fifty-five (112,055) acre-feet per year and currently produces approximately ninety-three thousand five hundred sixty (93,560) acre-feet per year of reclaimed water; and

WHEREAS, District is authorized to sell or otherwise put to beneficial use any reclaimed water recovered from the operation of the Water Reclamation Plant; and

WHEREAS, reclaimed water currently produced at the Water Reclamation Plant is suitable for a number of nonpotable uses including, but not limited to, landscape irrigation; and

WHEREAS, City wishes to acquire from District, according to the terms hereinafter provided, reclaimed water produced at the Water Reclamation Plant, and utilize it for one or more suitable uses including landscape irrigation; and

WHEREAS, District wishes to supply to City a portion of the reclaimed water produced at the Water Reclamation Plant; and

WHEREAS, District has previously entered into several contracts whereby it is committed to make available a portion of reclaimed water from the Water Reclamation Plant;

NOW, THEREFORE, it is hereby mutually agreed by and between the parties hereto as follows:

1. Facilities for Delivery and Distribution of Reclaimed Water

1.1 District agrees to continue providing, at no cost to City, a point of connection on the site of the Water Reclamation Plant from which reclaimed water may be drawn. This point of connection shall continue to be designated by the Chief Engineer and General Manager of District ("Chief Engineer").

1.2 City agrees to construct or cause to be constructed, at no cost to District, all additional facilities required to deliver and distribute the reclaimed water purchased by City, including a pump station or stations, wet well, pumps, pipelines, storage reservoirs, meters, controls, and other facilities. City further agrees to bear all operation and maintenance costs of all delivery and distribution facilities installed and owned by City, including those to be operated by District on behalf of the City.

1.3 Some of City's delivery facilities are located on the site of the Water Reclamation Plant. Notwithstanding the grant of prior approval and consent by the Chief Engineer, upon request by the Chief Engineer, City shall, within one hundred and eighty (180) days of notice, relocate any such facilities either off the District-owned property or, if the relocation is proposed to be on District-owned property, then in a manner and at a location which is acceptable to the Chief Engineer. City shall bear the cost of such relocation. District shall meet and confer with City to determine the relocation of City's facilities and the minimization of the cost of such relocation, but the final decision of the relocation of City's facilities shall be made by the Chief Engineer in his sole and absolute discretion.

2. Quantity of Water to be Purchased by City

2.1 District agrees to make available each fiscal year (July 1 through June 30) during the term hereof to City a quantity of reclaimed water produced at the Water Reclamation Plant not to exceed ten thousand (10,000) acre-feet to be apportioned reasonably throughout the year, with a maximum daily

withdrawal rate of twenty (20) million gallons per day. City agrees to purchase only that portion of the reclaimed water produced at the Water Reclamation Plant which in City's sole discretion it determines it can beneficially use.

2.2 To provide District with the flexibility to maximize the use of reclaimed water from said plant, the water rights of the City under this Agreement may be adjusted five (5) years from the date of this Agreement. At that time, City's entitlement will be established at the maximum annual quantity of reclaimed water used by the City during any of the previous five (5) fiscal years, said quantity not to exceed ten thousand (10,000) acre-feet per year. This adjusted quantity shall remain as the City's entitlement for the remainder of the term of this Agreement.

2.3 If, at any time during the term of this Agreement, City can demonstrate that it has a need for a greater quantity of reclaimed water than to which it is entitled pursuant to Paragraphs 2.1 and 2.2 herein, City may request that this entitlement be increased. District shall grant such a request provided that such a quantity is available from the Water Reclamation Plant and has not already been contracted for by a third party.

3. Limitations on Contractual Commitments

3.1 City understands and acknowledges that District is charged with the responsibility to operate its sewerage systems in a manner that it determines to be most beneficial to the users thereof. The rights of City to reclaimed water under this Agreement pertain only to the reclaimed water that actually is produced at the Water Reclamation Plant. Nothing contained herein shall be construed to limit in any manner District's right to operate the Water Reclamation Plant at such level as it determines, in its sole and absolute discretion to be appropriate, or to discontinue the operation of the Water Reclamation Plant. Accordingly, any right of City to reclaimed water pursuant to this Agreement shall be subordinate to the rights, responsibilities, and discretion of District herein set forth.

3.2 The parties recognize the social benefit to be derived from maximizing the beneficial use of reclaimed water. District has in the past and intends in the future to contract for sale of reclaimed water from the Water Reclamation Plant in quantities that will not cumulatively exceed the plant's production. However, any circumstances beyond the control of District which cause a reduction in flow from normal capacity through the Water Reclamation Plant may, at the discretion of the Chief Engineer, result in a temporary or permanent decrease in reclaimed water available to City. Under this Agreement, the decrease

in available water will be in such amounts as the Chief Engineer determines are necessary in order to fairly allocate any such reduced flow production so that District is not in violation of any pre-existing or future contracts or extensions thereof for the supply of reclaimed water and is assured of an adequate supply to meet its own needs at the Water Reclamation Plant and other District owned or operated facilities. The Chief Engineer, when allocating reduced flow production at the Water Reclamation Plant, shall attempt to give priority to those users which use the water for industrial or irrigation purposes, with a lower priority to those users that are spreading or injecting the reclaimed water. This allocation is subject to the pre-existing rights of others which may preclude such an allocation. The reduced availability will continue in effect until such time as the Water Reclamation Plant has been restored to normal capacity.

3.3 City may resell the reclaimed water purchased from District to any of its retail customers within its domestic water service area for only those purposes approved by the California State Department of Health Services, hereinafter referred to as "Department". City may also resell said reclaimed water to other retail water purveyors for use within their respective domestic water service areas.

3.4 Any extension of the City's reclaimed water distribution system, either within the City boundaries or into other water purveyors' service areas, must first be approved by both the Department and the California Regional Water Quality Control Board - Los Angeles Region, hereinafter referred to as "Board". City and District agree to create and submit an appropriate Engineering Report to the Board for such approval, prior to start-up of any reclaimed water system extension.

4. Quality of Water to be Purchased by City, Waivers and Indemnification

4.1 District agrees that all reclaimed water sold to City from said Water Reclamation Plant pursuant to this Agreement shall conform to the Water Reclamation Requirements ("WRRs") established from time to time by the Board, or such other regulatory agency as may have authority there over, with respect to the anticipated uses by the City of reclaimed water, so long as such requirements are no more stringent than the Waste Discharge Requirements ("WDRs") established for discharge to the San Gabriel River. If at any time the Board imposes more stringent WRRs, City may, at its discretion and at its expense, undertake steps to meet the WRRs and shall indicate to District in writing such intent within ninety (90) days of the adoption by the Board of the reuse requirements; provided, however, that District shall have no duty to modify any of its facilities, including the Water Reclamation Plant, unless it agrees to such modification. If City is unwilling to meet the WRRs, either party may terminate this Agreement by

written notice to the address contained in Section 12 herein, which notice shall be effective either thirty (30) days thereafter or on the effective date of the reuse requirements, which ever shall first occur.

4.2 Both parties recognize that factors beyond the control of District could cause operational difficulties at the Water Reclamation Plant resulting in the production of reclaimed water which does not meet the current WRRs established by the Board or other regulatory agency for City's intended use. In such case, the Chief Engineer, in his sole and absolute discretion, shall temporarily suspend City's entitlement to reclaimed water from the Water Reclamation Plant. District shall use its best efforts to re-establish the production of reclaimed water of a suitable quality as described in Paragraph 4.1 of this Agreement and shall re-establish City's supply of such water accordingly. City recognizes that a standby water supply will be necessary to prevent any damages which might result from an interruption in the supply of reclaimed water and hereby waives any right which it might have to recover from District damages attributable to such interruption.

4.3 City agrees to indemnify and hold harmless District, and each of the County Sanitation Districts of Los Angeles County party to the Amended Joint Outfall Agreement, as amended July 1, 1995, and each city in Los Angeles County whose wastewater is tributary to the Water Reclamation Plant, their officers, directors, agents and employees from and against any and all liability, loss, costs, demands, damages, causes of action (whether legal, equitable or administrative), fees of attorneys and other expenses, which arise out of or are otherwise attributable to the City's use of reclaimed water that meets the quality standards contained in the WDRs, as described in Paragraph 4.1 hereof.

The foregoing obligations shall include, but not be limited to, causes of action based on strict liability for defective products, breach of warranty, strict liability for ultrahazardous activities and negligence.

5. Price of Reclaimed Water

5.1 For the term of this Agreement, excepting those provisions contained in Paragraphs 5.3 and 5.4 herein, the unit price to be paid by City for reclaimed water provided by District to City under the terms of this Agreement shall be the greater of (a) or (b) below, but not to exceed (c) below:

- (a) thirty percent (30%) of the unit cost of operation and maintenance of the Inland Reclamation Plants during the fiscal year in which the reclaimed water was received (hereinafter referred to as "30% O&M"), rounded to the nearest cent; or

(b) one-half of the result determined by subtracting City's costs, as defined below, during the fiscal year divided by the total amount of reclaimed water delivered during the fiscal year, from the Water Rate, as defined below (hereinafter referred to as "shared savings").

(c) in no event shall the unit price of reclaimed water under Paragraphs 5.1 and 5.4 exceed one hundred percent (100%) of the combined unit cost of operation and maintenance of the Inland Reclamation Plants, as defined herein.

5.2 For the purposes of this Agreement, the alternative water supply for City shall be defined as ninety percent (90%) of the Main San Gabriel Basin Watermaster replacement water rate and the energy costs associated with pumping groundwater.

For the purposes of this Agreement, City costs shall be defined as all costs, properly allowable under generally accepted accounting standards, attributable to the reclaimed water distribution system incurred by City, including but not limited to: capital costs (excluding depreciation), right-of-way acquisition costs, reasonable administration and special program costs related to the use of reclaimed water, pump station, reservoir and pipeline replacement and maintenance costs, energy cost and all economic benefits realized through low interest loans, investment earnings on debt service funds, profits from the resale of reclaimed water to other water purveyors, rebates, grants and other subsidies obtained by the City from external sources to defray the cost of providing reclaimed water and/or constructing reclamation facilities including, but not limited to, revenue received from the Metropolitan Water District of Southern California's Local Resources Program or its successors.

For the purposes of this Agreement, capital costs attributable to the reclaimed water distribution system shall be defined as the pump stations, pipelines, reservoirs and other appurtenances that were constructed subsequent to this Agreement, either by City or by any other purveyor receiving reclaimed water through City's distribution system, and which costs are unique to the reclaimed water distribution system.

For the purposes of this Agreement, the maintenance costs and pumping costs of the reclaimed water facilities shall be defined as those costs unique to the delivery of reclaimed water and that would not have been incurred if potable water was being delivered.

All of the existing and proposed reclaimed water facilities and the portions of their capital, maintenance and pumping costs that are allowed to be included pursuant to Paragraph 5.2 are listed in Appendix "A" of this Agreement, along with a sample determination of the price of reclaimed water pursuant to Section 5.

For the purposes of this Agreement, the unit cost of operation and maintenance of the Inland Reclamation Plants shall be determined on the basis of District's accounting records and shall be arrived at by dividing the total operation and maintenance costs of the Inland Reclamation Plants by the number of acre-feet of treated effluent therefrom.

5.3 For the first five (5) fiscal years of this Agreement, beginning July 1, 1999, the unit price to be paid by City for reclaimed water provided by District to City under the terms of this Agreement shall be thirty percent (30%) of the unit cost of operation and maintenance of the Inland Reclamation Plants, as defined in Paragraphs 5.1 and 5.2, during the fiscal year in which the reclaimed water was received, rounded to the nearest cent.

5.4 For the subsequent five (5) fiscal years of this Agreement, beginning July 1, 2004, the unit price to be paid by City for the reclaimed water shall be determined using the provisions in Paragraph 5.1 herein. If, at any time during this five (5) year period, the unit price is subject to the "shared savings" provisions in Paragraph 5.1(b), then the unit price to be paid by the City shall be based on the "30% O&M" unit price plus an incremental increase each fiscal year for the remaining years of this second, five (5) fiscal year period. The incremental increase shall be based on the difference between the "shared savings" unit price and the "30% O&M" unit price, divided by the number of years remaining in the second, five (5) fiscal year period. This calculated incremental increase shall be added to the unit price for reclaimed water for the previous fiscal year in order to determine the unit price for the subject fiscal year, through year ten (10) of the contract. This incremental increase and the unit price for the reclaimed water subject to these provisions are determined by the following calculation, an example of which is attached as Appendix "B":

- (a) the unit price for the reclaimed water determined for that fiscal year using the "30% O&M" provisions in Paragraph 5.1(a) shall be subtracted from the lesser of either (i) the unit price for that fiscal year using the "shared savings" provisions in Paragraph 5.1(b) or (ii) one hundred percent (100%) of the unit cost of operation and maintenance of the Inland Reclamation Plants, as defined above, during the fiscal year in which the reclaimed water was received, rounded to the nearest cent,
- (b) the resulting amount from Paragraph 5.4(a) shall be divided by the number of years remaining until the eleventh year (FY 2009-10),
- (c) the resulting amount from Paragraph 5.4(b) shall be added to the reclaimed water rate in effect during the preceding fiscal year, and this shall be the reclaimed water rate for the current fiscal year,

(d) for each subsequent year through and including the tenth year (FY 2008-09), the incremental increase calculated in Paragraph 5.4(b) above, shall be added to the preceding fiscal year's reclaimed water unit price.

(e) if at any time during this second, five (5) year period, the unit price of the reclaimed water reverts to being subject to the "30% O&M" pricing provisions, then the unit price for that fiscal year shall be calculated based on the provisions in Paragraph 5.1(a), and if, in any subsequent years, the pricing calculations for the remaining years in this second five (5) year period shall once again be subject to the "shared savings" pricing provisions, the unit price shall be once again calculated based on the provisions in this Paragraph.

5.5 City costs shall be determined in accordance with generally accepted practices. District shall have the right to audit the relevant books, accounts and records of City during normal business hours upon at least forty-eight (48) hours prior notice to City. District's operation and maintenance costs shall be determined in accordance with generally accepted practices. City shall have the right to audit the relevant books, accounts and records of District during normal business hours upon at least forty-eight (48) hours prior notice to District.

5.6 The operation and maintenance costs of such reclaimed water delivery and distribution facilities located on District's property which are operated or maintained by District on behalf of City shall be paid by City to District. Operation and maintenance costs shall be determined in accordance with generally accepted practices.

5.7 City agrees to sell reclaimed water at a discounted unit rate to District for use at any District-owned facility within City's service area, which can be provided reclaimed water produced wholly or in part at a District's Water Reclamation Plant. Said discounted rate shall only recover the costs for operation and maintenance of City's reclaimed water distribution system, the amortized capital costs for construction of said system and reasonable administrative fees associated with the operation of said system. Said discounted rate shall not include profit margin or any other charge not directly related to the construction, operation and maintenance of said system.

6. Payment for Reclaimed Water

6.1 District shall invoice City for the price of the reclaimed water purchased by City and for all pump station operation and maintenance costs incurred by Districts on behalf of City as specified in

Section 5 hereof within thirty (30) days after the close of each District fiscal year. Said invoices shall be paid within thirty (30) days after presentation thereof by District.

6.2 In the event of non-payment for sixty (60) days after mailing of invoice, District may disconnect City's facilities at point of connection and order all City's facilities removed from District property. This remedy is in addition to all other remedies provided by law.

7. Aesthetic Maintenance

7.1 City agrees to insure the aesthetic acceptability of any property whereon reclaimed water from the Water Reclamation Plant is used, and said maintenance shall include but not be limited to the control of eutrophication of any artificial lakes which are supplied with reclaimed water. City agrees to delegate this responsibility to any and all other purveyors which purchase reclaimed water from City.

8. Metering and Measurement of Flows

8.1 City agrees to install at its own expense or cause to be installed a meter or meters of appropriate size and type for the purpose of measuring the quantity of reclaimed water delivered pursuant to the terms of this Agreement from the Water Reclamation Plant to each location of use both inside the City and within the service areas of other purveyors to which the City resells the reclaimed water. City agrees to inform the District in writing of the total quantity of reclaimed water delivered each month at each location of use and the purposes for which said quantity of reclaimed water was used. Such written notice shall be provided by the end of the month following the month for which the report is being made.

8.2 City hereby agrees that District may enter upon the property whereon reclaimed water is used at any time for purposes of verifying the quantity of reclaimed water delivered to City and shall have full access to all City meters and records which measure and register reclaimed water flow. City agrees to make this provision a part of any and all future agreements for the resale of reclaimed water to both purveyors and customers.

9. Limitation of Use

9.1 City understands and agrees that reclaimed water delivered from the Water Reclamation Plant pursuant to terms hereof has limited uses, and City agrees to use said reclaimed water for only those

uses or purposes which are legally permissible under the laws of the state and the directives of the appropriate regulatory agencies. District will inform the City of any change of which it shall become aware in said legally permissible uses which might affect the City's use of reclaimed water.

10. Term

10.1 The term of this Agreement shall be twenty-five (25) years from the day and year first above written, provided that this Agreement may be terminated at any time by mutual agreement of the parties hereto. The parties do hereby agree that any portion of this Agreement may be revised by written amendment by mutual agreement of the parties hereto.

10.2 District grants to City a one-time option to extend the term of this Agreement for twenty-five (25) years from the termination date contained herein. The extended term of this Agreement shall be subject to the pricing policy, rate structure or other such method employed by the District to determine the price of its reclaimed water in existence at the time the City exercises its option. To exercise this option, City must not be in default of any of the provisions of this Agreement and must deliver written notice of its exercise of the option to the Chief Engineer in the manner specified in Section 12 hereof not earlier than two (2) years nor later than one (1) year prior to the expiration of the term hereof. If the City exercises its option to extend the term of this Agreement, the City shall continue to maintain its annual entitlement of ten thousand (10,000) acre-feet per year of reclaimed water from the Water Reclamation Plant. Any and all of the remaining terms and conditions of this Agreement may be renegotiated with the consent of both parties. Such negotiations shall be conducted reasonably and in good faith.

11. Assignments

11.1 City may not transfer or assign any of its rights under this Agreement without prior written consent of Chief Engineer.

12. Notices

12.1 All notices given pursuant to this Agreement shall address to District or City as set forth below or as District or City may hereafter designate in writing, and shall be sent through the United States Mail, duly registered or certified, return receipt requested with postage prepaid thereon, or by any other method providing positive proof of delivery.

TO DISTRICT

Chief Engineer, General Manager
County Sanitation Districts of Los Angeles County
1955 Workman Mill Road
Post Office Box 4998
Whittier, CA 90601-4998

TO CITY of INDUSTRY

City Manager
City of Industry
15651 East Stafford Street
Post Office Box 7089
Industry, CA 91744-7089

13. Litigation

13.1 Should litigation or arbitration be necessary to enforce or interpret any term or provision of this Agreement or to collect any portion of any amount payable under this Agreement, or otherwise arise out of the operation of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and expenses in addition to any other relief granted to which the prevailing party would otherwise be entitled.

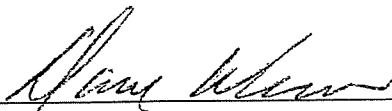
14. Integrated Agreement

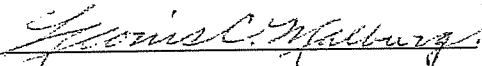
14.1 There are no understandings or agreements except as herein expressly stated.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year above set forth.

CITY OF INDUSTRY

COUNTY SANITATION DISTRICT NO.2
OF LOS ANGELES COUNTY

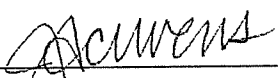
By: 
Mayor, City of Industry

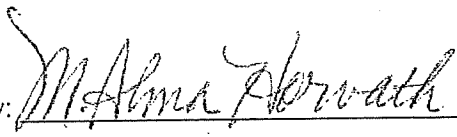
By: 
Chairperson, Board of Directors

SEP 27 2000

ATTEST:

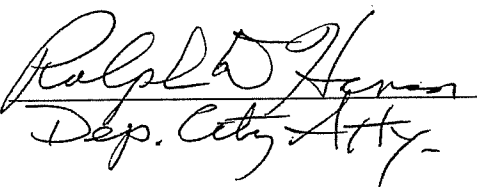
ATTEST:

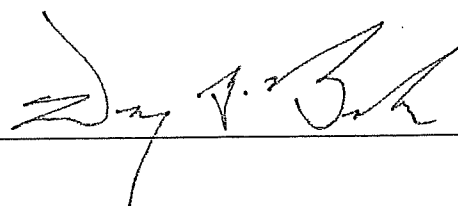
By: 
City Clerk, City of Industry

By: 
Secretary

APPROVED AS TO FORM:
CITY ATTORNEY

APPROVED AS TO FORM:
KNAPP, MARSH, JONES & DORAN

By: 
Dep. City Atty.

By: 

APPENDIX B

Sample Calculation of Reclaimed Water Rate during second, five year "grace" period of Agreement

Assume the following:

Seventh year of contract (i.e., four years remaining in "grace" period)
Flow-weighted O&M of Inland Plants = \$120/AF
Minimum Reclaimed Water Unit Price (30% O&M) = \$36/AF
Reclaimed Water Unit Price in Preceding Fiscal Year (year 6) = \$34/AF
Unit rate for groundwater replacement fee = \$280/AF
Unit rate for pumping (energy) groundwater = \$79/AF
Unit cost of operating reclaimed water system = \$250/AF (not the same as Appendix A for illustrative purposes)

Alternative Water Supply for Industry:

(Groundwater Replacement Fee + Groundwater pumping) * 90% =

$(\$280/\text{AF} + \$79/\text{AF}) * 0.90 =$

$(\$359/\text{AF}) * 0.90 = \$323.10/\text{AF}$

Shared Savings Calculation:

(Alternative Water Rate - Reclaimed Water System Costs) / 2 =

$(\$323.10/\text{AF} - \$250/\text{AF}) / 2 = \$73.10/\text{AF}$

Calculation of Reclaimed Water Rate from Paragraph 5.3:

- a) Shared Savings Rate - 30% O&M Rate = $\$73.10/\text{AF} - \$36/\text{AF} = \$37.10/\text{AF}$
- b) Step increase over remaining 4 years in "grace" period = $\$37.10/\text{AF} / 4 \text{ years} = \$9.28/\text{AF}$
- c) Preceding FY Reclaimed Water Rate + Step Increase = $\$34/\text{AF} + \$9.28/\text{AF} = \$43.28/\text{AF}$
- d) Year 7 Reclaimed Water Rate = **\$43.28/AF**
- e) Year 8 Reclaimed Water Rate = $\$43.28/\text{AF} + \$9.28/\text{AF} = \$52.56/\text{AF}$
- f) Year 9 Reclaimed Water Rate = $\$52.56/\text{AF} + \$9.28/\text{AF} = \$61.84/\text{AF}$
- g) Year 10 Reclaimed Water Rate = $\$61.84/\text{AF} + \$9.28/\text{AF} = \$71.12/\text{AF}$
- h) Year 11 Reclaimed Water Rate = Shared Savings Pricing Provision

APPENDIX A

(page 1 of 4)

City Of Industry Reclaimed Water Pricing Estimate (with WWWD Distribution System, Carry-over Deficit and MWD Subsidy)

YEAR	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
Estimated Usage (AF)	7032	7032	7032	7032	7032	7032	7032	7032	7032	7032	7032	7032	7032	7032	7032
Capital and O&M costs for Reclaimed Water System															
Amortized capital (\$/AF) ⁽³⁾⁽⁷⁾	191	191	191	191	191	191	191	191	191	191	191	191	191	191	191
Annual fixed O&M (\$/AF) ⁽¹⁾	76	78	80	82	84	86	88	90	93	95	97	100	102	105	107
Annual variable O&M (\$/AF) ⁽¹⁾	89	91	93	96	98	101	103	106	108	111	114	117	120	123	126
MWD Subsidy (\$/AF) ⁽²⁾	-100	-100	-100	-100	-100	-100	-100	-100	-100	-100	-100	-100	-100	-100	-100
Subtotal (\$/AF)	256	260	264	269	273	278	282	287	292	297	302	307	313	318	324
Carryover Deficit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total (\$/AF)	256	260	264	269	273	278	282	287	292	297	302	307	313	318	324
Alternative Water Supply															
GW Replacement Fee (\$/AF) ⁽¹⁾	254	260	267	274	280	287	295	302	309	317	325	333	342	350	359
Variable Costs (\$/AF) ⁽¹⁾	72	74	76	78	79	81	83	86	88	90	92	94	97	99	102
Total (\$/AF)⁽⁶⁾	293	301	308	316	324	332	340	349	357	366	376	385	395	404	415
Difference Between Reclaimed Water System Cost and Alt. Water Supply (\$/AF)	38	41	44	47	51	54	58	62	66	70	74	78	82	86	91
Price for reclaimed water															
Shared savings	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Price Floor ⁽⁴⁾⁽¹⁾	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	45	46	47	48	49
Price Ceiling ⁽⁵⁾⁽¹⁾	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Phase in policy ⁽⁹⁾	35	36	37	38	39	40	41	42	43	44	NA	NA	NA	NA	NA
Total (\$/AF)	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49
Total Reclaimed Water Cost to Industry (\$/AF)	291	296	301	306	312	317	323	329	334	341	347	353	360	366	373
Total Savings to Industry (\$/AF)	35	38	42	45	48	52	55	59	63	67	70	75	79	83	87

Notes:

- (1) 2.5% inflation rate
- (2) \$100/AF Met subsidy for 20 years
- (3) 75% of capital costs are included (reflects 25% USBR grant)
- (4) reflects 30% O&M of upstream WRP based on FY98-99
- (5) reflects 100% O&M of upstream WRP based on FY98-99
- (6) 10% discount for direct reuse
- (7) 2.8% capital finance rate
- (8) reflects all capital and O&M costs recovered from water purveyors for existing RWS facilities
- (9) reflects price floor for first five years and then increases linearly over next five years, shared saving in place at year 11

Price Floor (30% O&M) (\$/AF)	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49
Price Ceiling (100% O&M) (\$/AF)	116	119	122	125	128	131	135	138	141	145	148	152	156	160	164

APPENDIX A

(page 2 of 4)

City Of Industry Reclaimed Water Pricing Estimate (with WVWD Distribution System, Carry-over Deficit and MWD Subsidy)

YEAR	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Estimated Usage (AF)	7032	7032	7032	7032	7032	7032	7032	7032	7032	7032
Capital and O&M costs for Reclaimed Water System										
Amortized capital (\$/AF) ⁽³⁾⁽⁷⁾	191	191	191	191	191	0	0	0	0	0
Annual fixed O&M (\$/AF) ⁽¹⁾	110	113	116	118	121	124	128	131	134	137
Annual variable O&M (\$/AF) ⁽¹⁾	129	132	135	139	142	146	149	153	157	161
MWD Subsidy (\$/AF) ⁽²⁾	-100	-100	-100	-100	-100	0	0	0	0	0
Subtotal (\$/AF)	330	336	342	348	355	270	277	284	291	298
Carryover Deficit	0	0	0	0	0	0	0	0	0	0
Total (\$/AF)	330	336	342	348	355	270	277	284	291	298
Alternative Water Supply										
GW Replacement Fee (\$/AF) ⁽¹⁾	368	377	386	396	406	416	427	437	448	459
Variable Costs (\$/AF) ⁽¹⁾	104	107	110	112	115	118	121	124	127	130
Total (\$/AF)⁽⁸⁾	425	436	446	458	469	481	493	505	518	531
Difference Between Reclaimed Water System Cost and Alt. Water Supply (\$/AF)	95	100	105	110	115	211	216	221	227	233
Price for reclaimed water										
Shared savings	NA	NA	NA	55	57	105	108	111	113	116
Price Floor ⁽⁴⁾⁽¹⁾	51	52	53	NA	NA	NA	NA	NA	NA	NA
Price Ceiling ⁽⁵⁾⁽¹⁾	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Phase in policy ⁽⁸⁾	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Total (\$/AF)	51	52	53	55	57	105	108	111	113	116
Total Reclaimed Water Cost to Industry (\$/AF)	380	388	395	403	412	375	385	394	404	414
Total Savings to Industry (\$/AF)	92	96	101	106	109	159	163	167	171	175

Price Floor (30% O&M) (\$/AF)	51	52	53	55	56	57	59	60	62	63
Price Ceiling (100% O&M) (\$/AF)	168	172	177	181	185	190	195	200	205	210

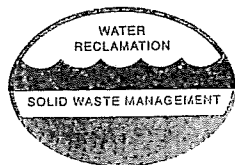
APPENDIX A
(page 3 of 4)
City of Industry (with WVWD Distribution System)

PIPELINES	CAPITAL COSTS		Fraction of Unique Cost Allocation	UNIQUE COSTS ASSOCIATED W/ RECLAIM WATER SYSTEM	COMMENTS
	EXISTING	PROPOSED			
PL-1	\$3,730,859		0.00	\$0	Existing line.
PL-2	\$372,768		0.00	\$0	Existing line.
PL-3	\$302,874		0.00	\$0	Existing line.
PL-4		\$451,238	1.00	\$451,238	
PL-5		\$119,358	1.00	\$119,358	
PL-6	\$805,139		1.00	\$805,139	New segment, never used.
PL-7		\$324,579	1.00	\$324,579	
PL-8		\$64,324	1.00	\$64,324	
PL-9		\$231,842	1.00	\$231,842	
PL-10		\$47,814	1.00	\$47,814	
PL-11		\$316,851	1.00	\$316,851	
PL-12		\$150,403	1.00	\$150,403	
PL-13		\$485,128	1.00	\$485,128	
PL-14	\$67,914	\$79,380	0.11	\$8,997	Only Walnut Valley portion considered unique.
PL-15		\$75,222	0.34	\$25,392	Only Walnut Valley portion considered unique.
PL-16		\$2,537,123	1.00	\$2,537,123	
PL-17		\$1,120,433	1.00	\$1,120,433	
PL-18		\$273,189	1.00	\$273,189	
WVWD		\$7,087,500	1.00	\$7,087,500	
SUBTOTAL	\$5,279,554	\$13,364,384		\$14,049,310	
PUMP STATIONS					
PP-1	\$759,085		0.00	\$0	Existing pump.
PP-2	\$500,691		0.00	\$0	Existing pump.
PP-3	\$546,345		0.00	\$0	Existing pump.
PP-4		\$3,078,500	1.00	\$3,078,500	
PP-5	\$200,000	\$338,656	0.11	\$38,382	Only Walnut Valley portion considered unique.
PP-6		\$104,357	0.34	\$35,227	Only Walnut Valley portion considered unique.
WVWD		\$3,712,500	1.00	\$3,712,500	
SUBTOTAL	\$2,006,121	\$7,234,013		\$6,864,609	
RESERVOIRS					
R-1	\$1,043,480		0.00	\$0	Existing reservoir.
R-2	\$750,976		0.00	\$0	Existing reservoir.
R-3	\$500,651		0.00	\$0	Existing reservoir.
R-4		\$1,805,275	1.00	\$1,805,275	
R-5		\$2,106,000	0.72	\$1,522,800	Only WV, WC and RH portion considered unique.
R-6	\$600,000	\$1,237,702	0.07	\$81,428	Only Walnut Valley portion considered unique.
R-7		\$919,089	0.58	\$528,680	Only Walnut Valley portion considered unique.
WVWD		\$2,295,000	1.00	\$2,295,000	
SUBTOTAL	\$2,895,107	\$8,363,066		\$6,233,182	
TOTAL COMBINED	\$10,180,782	\$28,961,463		\$27,147,101	
TOTAL	\$39,142,245				
Capital costs used for pricing					
USBR Grant 25%	\$27,147,101				
Capital costs used for pricing ⁽¹⁾					
	\$20,360,326				
Capital costs used for pricing ⁽¹⁾⁽²⁾					
	\$2,895.38				
Interest Rate 2.8%					
Term 20 years					
Amortized capital costs ⁽¹⁾					
	\$1,343,354	per YR			
Amortized capital costs ⁽¹⁾⁽²⁾					
	\$191	per AF/YR			

- Notes:
1. Based on 25% grant from USBR
 2. Based on 7,032 AF/YR

APPENDIX A
(page 4 of 4)
City of Industry (with WVWD Distribution System)

	ANNUAL FIXED O&M COSTS	Fraction of Unique Cost Allocation	UNIQUE COSTS ASSOCIATED W/ RECLAIM WATER SYSTEM	COMMENTS
PIPELINES				
PL-1	\$15,696	1.00	\$15,696	
PL-2	\$2,304	1.00	\$2,304	
PL-3	\$1,872	1.00	\$1,872	
PL-4	\$1,260	1.00	\$1,260	
PL-5	\$475	1.00	\$475	
PL-6	\$3,456	1.00	\$3,456	
PL-7	\$1,512	1.00	\$1,512	
PL-8	\$1,591	1.00	\$1,591	
PL-9	\$1,080	1.00	\$1,080	
PL-10	\$958	1.00	\$958	
PL-11	\$1,476	1.00	\$1,476	
PL-12	\$2,578	1.00	\$2,578	
PL-13	\$2,866	1.00	\$2,866	
PL-14	\$1,512	0.11	\$171	Only Walnut Valley portion considered unique.
PL-15	\$1,433	0.34	\$484	Only Walnut Valley portion considered unique.
PL-16	\$8,201	1.00	\$8,201	
PL-17	\$3,622	1.00	\$3,622	
PL-18	\$4,111	1.00	\$4,111	
WVWD	\$259,200	1.00	\$259,200	
SUBTOTAL	\$315,203		\$312,913	
PUMP STATIONS				
PP-1	\$22,906	1.00	\$22,906	
PP-2	\$7,510	0.00	\$0	Would be required for potable source.
PP-3	\$8,213	0.00	\$0	Would be required for potable source.
PP-4	\$46,178	1.00	\$46,178	
PP-5	\$8,080	0.11	\$916	Only Walnut Valley portion considered unique.
PP-6	\$1,565	0.34	\$528	Only Walnut Valley portion considered unique.
WVWD	\$42,308	1.00	\$42,308	
SUBTOTAL	\$136,760		\$112,836	
RESERVOIRS				
R-1	\$13,315	0.00	\$0	Would be required for potable source.
R-2	\$10,390	0.00	\$0	Would be required for potable source.
R-3	\$7,887	0.00	\$0	Would be required for potable source.
R-4	\$20,933	1.00	\$20,933	
R-5	\$23,940	0.72	\$17,310	Only WV, WC and RH portion considered unique.
R-6	\$21,257	0.07	\$1,398	Only Walnut Valley portion considered unique.
R-7	\$12,071	0.58	\$6,943	Only Walnut Valley portion considered unique.
WVWD	\$61,588	1.00	\$61,588	
SUBTOTAL	\$171,381		\$108,173	
TOTAL	\$623,344		\$533,923	
Fixed O&M costs used for pricing \$533,923				
Fixed O&M costs used for pricing \$76				
Annual Variable O&M Costs				
	Pumping costs (included in annual O&M)			
PUMP STATIONS				
PP-1	\$42,715	1.00	\$42,715	
PP-2	\$117,589	0.00	\$0	Would be required for potable source.
PP-3	\$128,311	0.00	\$0	Would be required for potable source.
PP-4	\$453,497	1.00	\$453,497	
PP-5	\$103,115	0.11	\$11,687	Only Walnut Valley portion considered unique.
PP-6	\$16,740	0.34	\$5,651	Only Walnut Valley portion considered unique.
WVWD	\$111,557	1.00	\$111,557	
SUBTOTAL	\$973,524		\$625,106	
Variable O&M costs used for pricing \$625,106				
Variable O&M costs used for pricing \$89 per AF/YR				



COUNTY SANITATION DISTRICTS OF LOS ANGELES COUNTY

1955 Workman Mill Road, Whittier, CA 90601-1400
Mailing Address: P.O. Box 4998, Whittier, CA 90607-4998
Telephone: (562) 699-7411, FAX: (562) 699-5422
www.lacsd.org

JAMES F. STAHL
Chief Engineer and General Manager

December 14, 2005
File No. 83-01.01-00

City of Industry
Attn: Mr. John Ballas
15651 Stafford
Industry, CA 91744

Dear Mr. Ballas:

Invoicing for Reclaimed Water Fiscal Year 2004-2005

This is the invoice for reclaimed water usage for the City of Industry for fiscal year 2004-2005 (FY 04-05). As indicated in Contract No. 3756, the City of Industry is responsible for reclaimed water usage costs and pump operation and maintenance costs associated with the delivery of reclaimed water. Therefore, this invoice includes reclaimed water usage costs and operation and maintenance costs for FY 04-05. The unit price for reclaimed water for FY 04-05 has been calculated at \$64.59 per acre-foot, as detailed below. The total amount due for FY 04-05 is \$104,635.80.

Section 5.4 of the policy sets the unit price of reclaimed water as follows, for the second five fiscal years of the Agreement, beginning July 1, 2004, the unit price (\$/AF) to be paid by the City of Industry for reclaimed water delivered shall be the greater of (a) or (b) but not to exceed (c). However, during this five year period, if the unit price is subject to "Shared Savings" then the unit price shall be based on the "30% O&M" unit price plus an incremental increase. Table 1 presents reclaimed water unit costs considered.

- (a) Price Floor = 30% O&M of Upstream WRPs
- (b) Shared Savings Price = (90% Alternative Supply Rate - Capital and O&M Costs) / 2
- (c) Price Ceiling = 100% O&M of Upstream WRPs

Table 1 - Unit Costs Considered in Reclaimed Water Pricing Policy FY 04-05 (\$/AF)

	50% of the savings from using reclaimed water ¹	Minimum: 30% Upstream WRP O&M	Maximum: 100% Upstream WRP O&M
Unit Cost	No Savings	\$64.59	\$215.32

¹Savings calculation is based on capital, unique operation and maintenance costs associated with reclaimed water usage provided by the City of Industry.

Attn: Mr. John Ballas

-2-

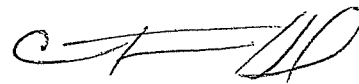
December 14, 2005

Since there are no savings associated with using reclaimed water, based on the annual usage of 905.93 AF, the unit cost for reclaimed water for the City of Industry for water usage during FY 04-05 is \$64.59/AF, calculated using 30% O&M.

If you have any questions, please feel free to contact Ms. Monica Gasca at (562) 699-7411, extension 2838.

Very truly yours,

James F. Stahl



Ann Heil
Supervising Engineer
Monitoring Section

AH:MG

Attachment

COUNTY SANITATION DISTRICTS OF LOS ANGELES COUNTY

STEPHEN R. MAGUIN

CHIEF ENGINEER AND GENERAL MANAGER

1955 WORKMAN MILL ROAD / WHITTIER, CALIFORNIA
MAILING ADDRESS / P.O. Box 4398, WHITTIER, CALIFORNIA 90607
TELEPHONE: (562) 699-7411

Accounting Dept., Extension 1114

IN ACCOUNT WITH City of Industry
Attn: Mr. John Ballas
15651 Stafford
Industry, CA 91744

DATE October 11, 2007

No. 8

CONTRACT NO. 3756

DATED: September 27, 2000

Actual payment in accordance with terms of contract for reclaimed water and delivery costs during the period of July 1, 2006 through June 30, 2007.

Reclaimed Water
932.88 af @ \$79.45/af

\$74,117.32

Pump Operation & Maintenance

719.19

\$ 0.77 / AF

Power Cost
235,520 KWH @ \$0.117/kwh

27,555.84

\$ 29.54 / AF

TOTAL AMOUNT DUE

\$102,392.35

$\Sigma = \$109.76 / AF$

MAKE ALL CHECKS PAYABLE TO COUNTY SANITATION DISTRICT NO

2

(CSD2D)



**LOS ANGELES COUNTY
SANITATION DISTRICTS**
Converting Waste Into Resources

Robert C. Ferrante
Chief Engineer and General Manager

1955 Workman Mill Road, Whittier, CA 90601-1400
Mailing Address: P.O. Box 4998, Whittier, CA 90607-4998
(562) 699-7411 • www.lacsd.org

September 25, 2025

Joshua Nelson, City Manager
City of Industry
15625 Mayor Dave Way
Industry, CA 91744

Dear Mr. Nelson:

**Extension of Agreement for Purchase and Sale of Recycled Water
Between County Sanitation District No. 2 of Los Angeles County and City of Industry**

County Sanitation District No. 2 of Los Angeles County (“District”) and the City of Industry (“City”) (each a “Party” and together, the “Parties”) entered into an Agreement for the purchase and sale of recycled water on September 27, 2000 (“Agreement”). Pursuant to the terms of the Agreement, the District supplies recycled water from the San Jose Creek Water Reclamation Plant to the City. Per Section 10.1 of the Agreement, the Agreement is currently set to expire on September 27, 2025. However, Section 10.1 also expressly provides that “any portion of this Agreement may be revised by written amendment by mutual agreement of the parties hereto.”

The Parties are currently in the process of negotiating a new contract between them to replace the Agreement for the purchase and sale of recycled water from the San Jose Creek Water Reclamation Plant, but require more time to finalize and duly execute the new contract.

The purpose of this letter is to confirm the mutual agreement of the District and the City to extend the Agreement until December 31, 2025 in accordance with the procedures set forth in Section 10.1 therein. The extended term of the Agreement will expire on December 31, 2025, unless the District and the City agree to replace the Agreement with a newly executed contract or agree to further extensions of the Agreement. All other terms and conditions of the Agreement shall remain in full force and effect.

By signing below each of the District and City accept and agree to the extension of the Agreement. Once signed, please return a copy to the District for its records.

Robert C. Ferrante
Chief Engineer and General Manager
County Sanitation District No. 2
of Los Angeles County

Joshua Nelson
City Manager
City of Industry

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
Dev Birla, Contract Electric Utility Director
Teddy Ohana, Director of Survey

DATE: September 25, 2025

SUBJECT: Consideration of Granting an Easement to Southern California Edison at the El Encanto Healthcare and Habilitation Center (MP 07-24 #1)

Background:

Southern California Edison ("SCE") has an existing underground distribution system from Newquist Place going through the El Encanto Healthcare and Habilitation site ("El Encanto") which provides electric service to a pad mounted transformer for the facility. There are large tree canopies over this underground distribution system, and over time, the roots from these trees have undermined the SCE vault and caused an electrical fault and minor explosion in the vault. SCE fixed the problem temporarily to restore power back, pending permanent solution at a later date. The local SCE service planning group worked with El Encanto management to find a permanent solution and a design to relocate the underground distribution system vault and related conduit system away from that existing vault area. The construction involved providing a generator during construction to maintain electric service, and the work was completed in March 2025.

Discussion:

SCE requires an easement for the relocated underground distribution system. The legal description and map of the relocated underground distribution system shows the new location of the SCE vault, the related conduit system, including the cables. SCE submitted the map of the easement to the City for review and approval. Staff have reviewed the easement documents and found them to be in order, and recommend the City Council approve and grant the easement to SCE at El Encanto.

Fiscal Impact:

There is no fiscal impact of granting this easement to SCE at El Encanto.

Recommendation:

It is recommended that the City Council approve and grant the easement to Southern California Edison at El Encanto.

Exhibits:

1. Grant of Easement

RECORDING REQUESTED BY



SOUTHERN CALIFORNIA
EDISON

An EDISON INTERNATIONAL Company

WHEN RECORDED MAIL TO
SOUTHERN CALIFORNIA EDISON COMPANY

2 INNOVATION WAY, 2nd FLOOR
POMONA, CA 91768

Attn: Title and Real Estate Services

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SCE Doc. No.

**GRANT OF
EASEMENT**

<u>DOCUMENTARY TRANSFER TAX \$ NONE</u> <u>VALUE AND CONSIDERATION LESS THAN \$100.00)</u>		DISTRICT Covina	SERVICE ORDER TD2211702	SERIAL NO.	MAP SIZE
SCE Company		FIM 120-4297-5	APPROVED:	BY	DATE
SIG. OF DECLARANT OR AGENT DETERMINING TAX	FIRM NAME	APN 8208-027-901	REAL PROPERTIES	SLS/PM	06/12/2025

THE CITY OF INDUSTRY (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence, data and/or communications (eg. through fiber optic cable), in, on, over, under, across and along that certain real property in the County of Los Angeles, State of California, described as follows:

FOR LEGAL DESCRIPTION AND SKETCH TO ACCOMPANY LEGAL DESCRIPTION, SEE EXHIBITS "A" AND "B" BOTH ATTACHED HERETO AND MADE A PART HEREOF.

Grantor further grants, bargains, sells and conveys unto the Grantee the right of assignment, in whole or in part, to others, without limitation, and the right to apportion or divide in whatever manner Grantee deems desirable, any one or more, or all, of the easements and rights, including but not limited to all rights of access and ingress and egress granted to the Grantee by this Grant of Easement.

Grantor agrees for himself, his heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the above described real property. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

EXECUTED this ____ day of _____, 20 ____.

GRANTOR

THE CITY OF INDUSTRY

Signature

Print Name

Title

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____, a Notary Public, personally appeared

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXECUTED this ____ day of _____, 20 ____.

GRANTEE

SOUTHERN CALIFORNIA EDISON COMPANY,
a corporation

Signature

Print Name

Title

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
--

State of California)

County of _____)

On _____ before me, _____, a Notary Public, personally appeared

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"
LEGAL DESCRIPTION

VARIOUS STRIPS OF LAND LYING WITHIN PARCEL 1 OF PARCEL MAP NO. 176, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 136, PAGES 61 AND 62 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THE CENTERLINES OF SAID STRIPS ARE DESCRIBED AS FOLLOWS:

STRIP #1 (6.00 FEET WIDE)

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID PARCEL 1;

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 1, NORTH 83°45'35" EAST 249.35 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE DEPARTING SAID NORTHERLY LINE, SOUTH 02°01'49" WEST 23.44 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 12.50 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 98°16'14" AN ARC DISTANCE OF 21.44 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A";

THENCE NORTH 83°45'35" EAST 17.15 FEET TO THE **POINT OF TERMINUS**, SAID POINT HEREINAFTER REFERRED TO AS POINT "B".

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO TERMINATE NORTHERLY IN THE NORTHERLY LINE OF SAID PARCEL 1.

STRIP #2 (6.00 FEET WIDE)

BEGINNING AT SAID POINT "A";

THENCE SOUTH 83°45'35" WEST 94.89 FEET;

THENCE NORTH 73°22'20" WEST 74.78 FEET;

THENCE SOUTH 83°45'35" WEST 7.50 FEET TO THE **POINT OF TERMINUS**.

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO JOIN AT THE ANGLE POINTS.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN STRIP #1 DESCRIBED HEREINABOVE.

STRIP #3 (15.00 FEET WIDE)

COMMENCING AT SAID POINT "B";

THENCE SOUTH 06°14'25" EAST 1.76 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 83°45'35" EAST 26.00 FEET TO THE **POINT OF TERMINUS**, SAID POINT HEREINAFTER REFERRED TO AS POINT "C".

STRIP #4 (6.00 FEET WIDE)

COMMENCING AT SAID POINT "C";

THENCE NORTH 06°14'25" WEST 2.61 FEET TO THE **TRUE POINT OF BEGINNING;**

THENCE NORTH 83°45'35" EAST 43.61 FEET TO THE POINT OF BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 12.50 FEET, SAID POINT HEREINAFTER REFERRED TO AS POINT "D";

THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00" FOR AN ARC DISTANCE OF 19.63 FEET;

THENCE SOUTH 06°14'25" EAST 7.52 FEET TO THE **POINT OF TERMINUS.**

STRIP #5 (6.00 FEET WIDE)

BEGINNING AT SAID POINT "D";

THENCE NORTH 61°28'14" EAST 79.75 FEET;

THENCE NORTH 83°45'10" EAST 13.69 FEET TO THE **POINT OF TERMINUS.**

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN STRIP #4 DESCRIBED HEREINABOVE.

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO JOIN AT THE ANGLE POINT.

FOR SKETCH TO ACCOMPANY LEGAL DESCRIPTION, SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

THIS DESCRIPTION IS NOT INTENDED FOR USE IN THE CONVEYANCE OF LAND IN VIOLATION OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.

SUBJECT TO COVENANTS, CONDITIONS, RESERVATIONS, RIGHT OF WAY AND EASEMENTS OF RECORD, IF ANY.

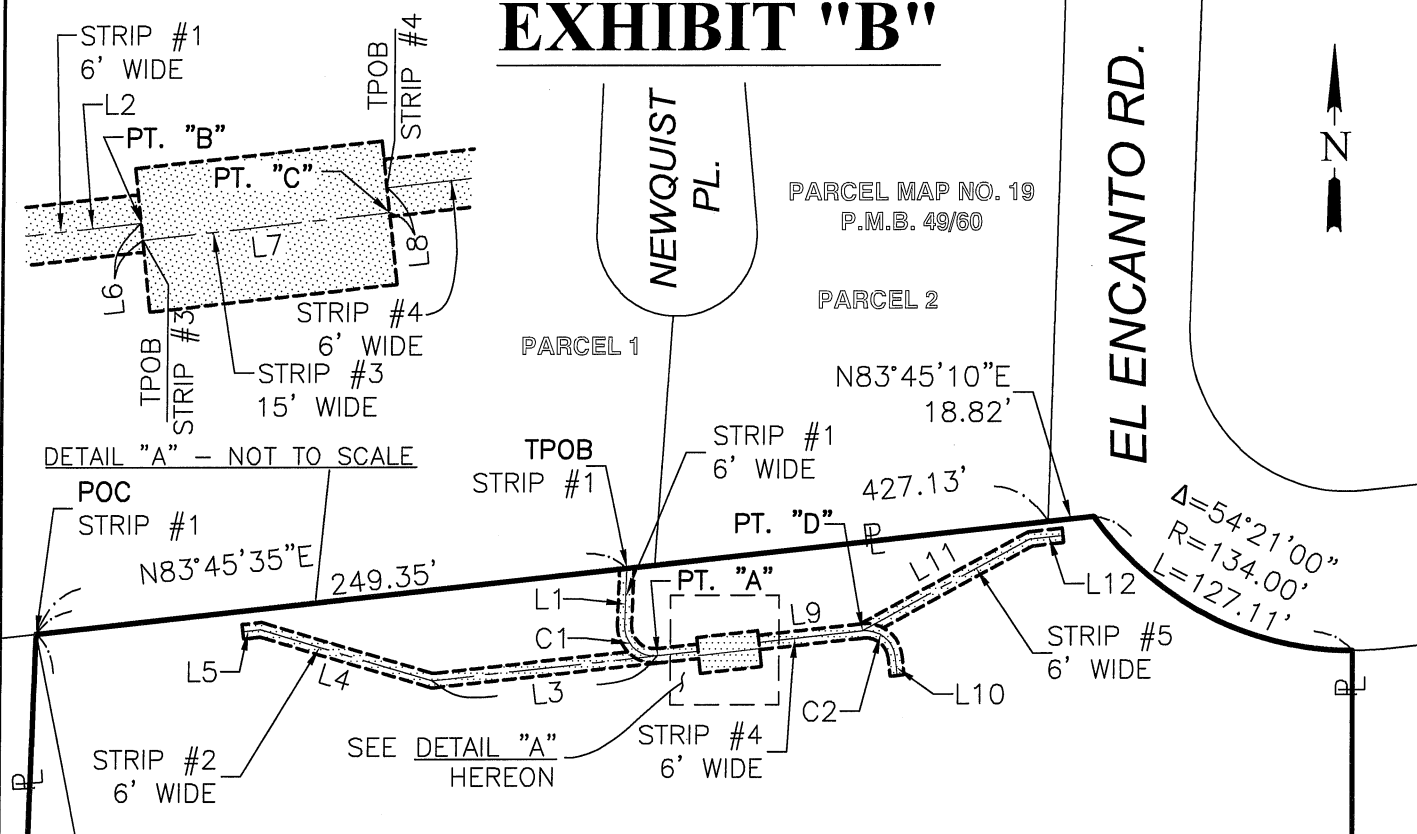
Prepared by me or under my supervision:

Dated: June 19, 2025

Glenn M. Bakke
Glenn M. Bakke R.C.E. #18619 Exp. 06-30-2027



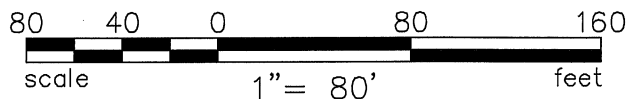
EXHIBIT "B"



CURVE TABLE			
CURVE #	Δ	RADIUS	LENGTH
C1	98°16'14"	12.50'	21.44'
C2	90°00'00"	12.50'	19.63'

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S2°01'49"W	23.44'
L2	N83°45'35"E	17.15'
L3	S83°45'35"W	94.89'
L4	N73°22'20"W	74.78'
L5	S83°45'35"W	7.50'
L6	S6°14'25"E	1.76'

LINE TABLE		
LINE #	BEARING	LENGTH
L7	N83°45'35"E	26.00'
L8	N6°14'25"W	2.61'
L9	N83°45'35"E	43.61'
L10	S6°14'25"E	7.52'
L11	N61°28'14"E	79.75'
L12	N83°45'10"E	13.69'



SHEET 1 OF 1

Dated June 19, 2025

Glenn M. Bakke

Glenn M. Bakke R.C.E.# 18619 Exp. 6-30-27

LEGEND

- DENOTES SCE EASEMENT AREA
- POC = POINT OF COMMENCEMENT
- TPOB = TRUE POINT OF BEGINNING

ITEM NO. 6.7



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

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

DATE: September 25, 2025

SUBJECT: Consideration of Amendment No. 2 to the Professional Services Agreement with CU Technology, LLC dba Acorn Technology Services for Information Technology Support Services, extending the term through October 31, 2026, increasing compensation by \$300,869.12 and updating the rate schedule

Background:

On October 28, 2021, the City Council approved a Professional Services Agreement ("Agreement") with Mighty Oak Technology, dba Acorn Technology Services for technology support services through October 31, 2024, for a not-to exceed amount of \$659,200.00. Amendment No. 1 was approved on September 26, 2024, which extended the Agreement through October 31, 2025, and increased compensation by \$301,840.00.

Discussion:

CU Technology, LLC recently acquired Acorn Technology Services ("Acorn") from Mighty Oak Technology. For the past four years, Acorn has provided IT services to City Hall and Homestead, including leading the transition of the City's IT subscription services, which generated significant cost savings. Amendment No. 2 extends the agreement for one additional year, through October 31, 2026, and increases compensation by \$300,869.12. The amendment also updates the consultant's legal name from Mighty Oak Technology to CU Technology, LLC.

Fiscal Impact:

Table 1 – Summary of Consultant Costs

Professional Services Agreement	\$659,200.00
Amendment No. 1	\$301,840.00

Proposed Amendment No. 2	\$300,869.12
Total Contract Amount	\$1,261,909.12

In the Fiscal Year 2025/2026 budget, \$500,000.00 was approved for Professional and Technical Services. No appropriations are required at this time (Account No. 100-525-5120.01).

Recommendation:

Staff recommends that the City Council approve Amendment No. 2 to the Agreement.

Exhibits:

1. COI Acorn Technology Services Amendment No 2

**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT WITH
ACORN TECHNOLOGY SERVICES**

This Amendment No. 2 to the Professional Services Agreement (“Agreement”), is made and entered into this 25th day of September (“Effective Date”), by and between the City of Industry, a California municipal corporation (“City”) and CU Technology LLC, dba Acorn Technology Services, a California Limited Liability Company (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties”.

RECITALS

WHEREAS, on or about October 28, 2021, the Agreement was entered into and executed between the City and Mighty Oak Technology, dba Acorn Technology Services, for information technology services for the City; and

WHEREAS, on or about September 26, 2024, Amendment No. 1 was entered into extending the term through October 31, 2025, amending the scope of services, updating the rate schedule, and increasing compensation by \$301,840.00; and

WHEREAS, the Parties desire to amend the Agreement to extend the term to October 31, 2026, update the rate schedule, provide a companion increase in compensation of \$300,869.12, and amend the legal name of Consultant to CU Technology LLC, dba Acorn Technology Services; and

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

AMENDMENT

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

Effective September 25, 2025, all instances of Mighty Oak Technology, dba Acorn Technology Services, shall mean CU Technology LLC, dba Acorn Technology Services.

Section 1. TERM

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

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than October 31, 2026, unless sooner terminated pursuant to the provisions of this Agreement.

Section 4. PAYMENT

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

This amount shall not exceed One Million Two Hundred Sixty-One Thousand Nine Hundred Nine Dollars and Twelve Cents (\$1,261,909.12) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

Section 14. NOTICES

CU Technology, LLC
1960 Chicago Avenue, Suite E9
Riverside, CA 92507

EXHIBIT B RATE SCHEDULE

The Rate Schedule is hereby rescinded in its entirety and replaced with the rates set forth in Attachment No. 2 attached hereto, and incorporated herein by reference.

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

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

“CITY”
City of Industry

“CONSULTANT”
CU Technology, LLC

By: _____
Joshua Nelson, City Manager

By: _____
Craig Wolynez, COO

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

ATTACHMENT NO. 2

EXHIBIT B

RATE SCHEDULE

Service	Quantity	Price	Amount
Workstation Support	73	\$80.00	\$5,840.00
Server Support	18	\$250.00	\$4,500.00
SAN Support	1	\$250.00	\$250.00
Firewall Support	8	\$125.00	\$1,000.00
Switch Support	21	\$75.00	\$1,575.00
WAP Support	13	\$35.00	\$455.00
Additional Locations	4	\$200.00	\$800.00
Microsoft 365 Support	1	\$300.00	\$300.00
Full-Time Onsite Engineer	1	\$8,700.00	\$8,700.00
Sub Total			\$23,420.00
Discount			(\$740.00)
Total			\$22,680.00
CPI Increase			\$725.76
Monthly Total			\$23,405.76

Annual Cost for Special Projects	\$20,000.00
----------------------------------	-------------

ITEM NO. 6.8

Backup Material will be distributed prior to Meeting

ITEM NO. 7.1



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: September 25, 2025

SUBJECT: Consideration of Resolution No. CC 2025-39 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, MAKING A NOMINATION TO REPRESENT CITIES WITH PRESCRIPTIVE PUMPING RIGHTS ON THE BOARD OF THE SAN GABRIEL BASIN WATER QUALITY AUTHORITY

Background:

The San Gabriel Basin Water Quality Authority ("WQA") was established by the State Legislature (SB1679) on February 11, 1993, to develop, finance and implement groundwater treatment programs in the San Gabriel Basin. The Board of the WQA is comprised of seven members: three appointed from each of the overlaying municipal water districts, one from a city with prescriptive water pumping rights, one from a city without prescriptive water pumping rights, and two members representing water producers in the San Gabriel Basin. The City of Industry is a city with prescriptive water pumping rights.

Discussion:

Under the WQA's enabling legislation, the term of the board member and alternate representing cities with pumping rights expires on January 1, 2026. An election to fill these seats is scheduled for December 17, 2025. Nominations of candidates for the office of Member and Alternate Member of the Board of Directors of the WQA representing cities with pumping rights may be made by resolution and must be received by October 18, 2025. A candidate must be a city council member from a city with pumping rights, however a city is not limited to nominating its own council members and may vote in the election whether or not it nominated a candidate. The candidate receiving the most votes will be the WQA Board Member and the candidate receiving the second highest number of votes will be the WQA Alternate Board Member.

Fiscal Impact:

There is no fiscal impact.

Recommendation:

Staff recommends the City Council 1) make a nomination to represent cities with prescriptive pumping rights on the board of the San Gabriel Basin Water Quality Authority; and 2) adopt Resolution No. CC 2025-39.

Exhibits:

1. Resolution No. CC 2025-39
2. WQA Call for Nominations

RESOLUTION NO. CC 2025-39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, MAKING A NOMINATION TO REPRESENT CITIES WITH PRESCRIPTIVE PUMPING RIGHTS ON THE BOARD OF THE SAN GABRIEL BASIN WATER QUALITY AUTHORITY

WHEREAS, on September 22, 1992, Senate Bill 1679 was signed into law by Governor Pete Wilson authorizing the creation of the San Gabriel Basin Water Quality Authority; and

WHEREAS, the Board of the San Gabriel Basin Water Quality Authority is composed of seven members with three appointed members from each of the three municipal water districts, one elected city council person from cities in the San Gabriel Basin with prescriptive pumping rights, one elected city council person from cities in the San Gabriel Basin without prescriptive pumping rights, and two members representing water producers in the San Gabriel Basin; and

WHEREAS, the City of Industry is one of the cities in the San Gabriel Basin with prescriptive pumping rights; and

WHEREAS, under the WQA's enabling legislation, the term of the board member and alternate representing cities with pumping rights expires on January 1, 2026, and an election to fill these seats is scheduled for December 17, 2025; and

WHEREAS, the City of Industry may nominate a representative by resolution from September 18, 2025, through October 18, 2025.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA 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 of the City of Industry nominates _____ as the representative for cities in the San Gabriel Basin with prescriptive pumping rights.

Section 3. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 4. 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 September 25, 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



SAN GABRIEL BASIN WATER QUALITY AUTHORITY

1720 W. Cameron Ave., Suite 100, West Covina, CA 91790 • 626-338-5555 • info@wqa.com • wqa.com

August 19, 2025

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

RE: NOMINATION FOR WQA BOARD MEMBER AND ALTERNATE
REPRESENTING CITIES WITH PRESCRIPTIVE WATER PUMPING
RIGHTS

Dear City Manager:

The San Gabriel Basin Water Quality Authority (WQA) was established by the State Legislature (SB 1679) on February 11, 1993 to develop, finance and implement groundwater treatment programs in the San Gabriel Valley. The WQA is under the direction and leadership of a seven member board, one member each from an overlying municipal water district, one from a city with water pumping rights, one from a city without water pumping rights and two members representing water purveyors. Under the WQA's enabling legislation, the term of the board member and alternate representing cities without pumping rights expires on January 1, 2026. An election to fill these seats is scheduled for **December 17, 2025 at 12:00 p.m. at WQA Headquarters.**

Nominations of candidates for the office of Member and Alternate Member of the Board of Directors of the San Gabriel Basin Water Quality Authority representing cities with pumping rights may be made by any of the cities with pumping rights listed below, by **resolution** of the city council of such city. Resolutions nominating a candidate must be received by the WQA by October 18, 2025 (at least 60 days prior to the election). **Resolutions cannot be accepted prior to September 18, 2025.**

A candidate must be a city council member from a city with pumping rights; however, a city is not limited to nominating its own council members and may vote in the election whether or not it nominated a candidate. **The candidate receiving the most votes will be the WQA Board Member and the candidate receiving the second highest number of votes will be the WQA Alternate Board Member.**

Listed below are cities from which city council members are eligible:

CITIES WITH PRESCRIPTIVE WATER PUMPING RIGHTS

Alhambra
Azusa
El Monte
Industry
Monterey Park
South Pasadena

Arcadia
Covina
Glendora
Irwindale
Monrovia
Whittier

Please find enclosed the "Call for Nominations" form and a sample resolution. Please read through the enclosures and forward copies to your council members. We will accept nominations made only by resolution from September 18, 2025 through October 18, 2025 at 5:00 p.m. **Nominations arriving before or after the nomination period will not be accepted.**

You may submit your nomination via email to Stephanie Moreno at stephanie@wqa.com. Nominations may also be mailed in or hand delivered to our office Monday through Thursday 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m. After nominations are collected, a ballot listing the candidates will be sent to cities eligible to vote no later than October 30, 2025.

If I can be of any assistance, please contact me at (626) 338-5555 or at Stephanie@wqa.com.

Sincerely,



Stephanie Moreno
SAN GABRIEL BASIN
WATER QUALITY AUTHORITY
1720 W. Cameron Ave., Suite 100
West Covina, CA 91790
(626) 338-5555
Stephanie@wqa.com

Enclosures

**CALL FOR NOMINATIONS
FOR
ELECTION OF CITY MEMBER AND ALTERNATE FROM
CITIES WITH PUMPING RIGHTS
TO THE BOARD OF THE SAN GABRIEL BASIN WATER QUALITY AUTHORITY
PURSUANT TO SB 1679**

CITY: **INDUSTRY**

TO THE CITY COUNCIL:

The ELECTION OF the city member and alternate of the Board of the San Gabriel Basin Water Quality Authority ("the Authority") from cities with pumping rights will take place at the regularly scheduled meeting of the Board of the Authority set for December 17, 2025 at 12:00 p.m., at 1720 W. Cameron Ave, Suite 100, West Covina, California.

Nominations for candidates for a city member elected by cities with pumping rights may be made by any city with pumping rights. Each city may nominate only one candidate.

The member and alternate shall be City Council members or Mayors from cities with pumping rights. An alternate member acts in the place, and performs all the duties, of the city member selected by the same cities if that city member is absent from a meeting of the Authority or has vacated his or her office until the vacancy is filled pursuant to the provisions of SB 1679.

No person who, directly or indirectly, at the time of election, receives, or during the two-year period immediately preceding election received, 10 percent or more of his or her income from any person or public entity subject to regulation by, or that received grants from or contracts for work with, the Authority may serve as a member of the Authority.

Your city may nominate one candidate by resolution of the City Council. Your nomination must be submitted to the Authority at least 60, but not more than 90 days preceding the meeting at which the election is to be held.

(SAMPLE RESOLUTION)

If you would like an electronic version of this resolution please email Stephanie Moreno to request one at: stephanie@wqa.com

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF _____, CALIFORNIA
NOMINATING COUNCILMEMBER _____
TO REPRESENT CITIES WITH PRESCRIPTIVE WATER
PUMPING RIGHTS ON THE BOARD OF THE
SAN GABRIEL BASIN WATER QUALITY AUTHORITY**

WHEREAS, on September 22, 1992, Senate Bill 1679 was signed into law by Governor Pete Wilson authorizing the creation of the San Gabriel Basin Water Quality Authority; and

WHEREAS, the Board of the San Gabriel Basin Water Quality Authority is composed of seven members with three appointed members from each of the three municipal water districts, one elected city council person from cities in the San Gabriel Basin with prescriptive water pumping rights, one elected city council person from cities in the San Gabriel Basin without prescriptive water pumping rights, and two members representing water producers in the San Gabriel Basin and;

WHEREAS, the City of _____ is one of the cities in the San Gabriel Basin with prescriptive water pumping rights;

WHEREAS, the City of _____ may nominate a representative by resolution from September 18, 2025 through October 18, 2025.

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

SECTION 1. The City Council of the City of _____ nominates Councilmember _____ as the representative for cities in the San Gabriel Basin with prescriptive water pumping rights.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2025.