



CITY COUNCIL SPECIAL MEETING AGENDA

OCTOBER 7, 2025 AT 8:30 AM

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

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

ADDRESSING THE CITY COUNCIL:

Agenda Items: Members of the public may address the 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.

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: 250 493 760 554 0

Meeting Passcode: Hf73fq3V

Or call in (audio only)

+1 657-204-3264,

Phone Conference ID: 117 751 530#

AMERICANS WITH DISABILITIES ACT:

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

AGENDAS AND OTHER WRITINGS:

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

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

6. CONSENT CALENDAR

- 6.1. Consideration of the Register of Demands for October 7, 2025

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

- 6.2. Consideration of Amendment No. 2 to the License Agreement with Skanska USA Civil West California District Inc., for Access to Assessor's Parcel No. 8264-004-908 located at 1123 South Hatcher Avenue, for laydown area for dirt stockpiles

RECOMMENDED ACTION: Approve Amendment No. 2.

- 6.3. Consideration of Amendment No. 2 to the Betterment Agreement regarding the Installation of Improvements on Fullerton Road in conjunction with the Fullerton Road Grade Separation project at the Union Pacific Railroad Los Angeles subdivision, by the Alameda Corridor-East Construction Authority, on behalf of the City of Industry (MP 99-60 #10)

RECOMMENDED ACTION: Approve Amendment No. 2.

- 6.4. Consideration of a Maintenance Services Agreement with Post Alarm Systems, for monitoring and inspection services for the fire and security alarm system at the Homestead Museum, in the amount of \$20,000.00 through October 7, 2028

RECOMMENDED ACTION: Approve the Agreement.

- 6.5. Consideration of Amendment No. 1 to the License Agreement with Chevron Environmental Management Company, to extend the term through project completion

RECOMMENDED ACTION: Approve Amendment No. 1.

- 6.6. Consideration of Amendment No. 10 to the Professional Services Agreement with Stillwater Ecosystem, Watershed & Riverine Sciences, for environmental consulting services at Follows Camp, revising the scope of services, revising the rate schedule, and increasing compensation by \$115,000.00

RECOMMENDED ACTION: Approve Amendment No. 10.

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 HEARINGS - NONE

9. CLOSED SESSION

- 9.1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS Pursuant to Government Code Section 54956.8:

Property:	Southwest Corner of Workman Mill Road and Crossroads Parkway North, Unincorporated Los Angeles County APN 8120-027-272
Agency Negotiators:	Joshua Nelson, City Manager James M. Casso, City Attorney
Negotiating Parties:	Los Angeles County Sanitation Districts
Under Negotiation:	Price and terms of payment

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

Property:	19001 Tonner Canyon Rd., APN 8714-028-270
Agency Negotiators:	Joshua Nelson, City Manager James M. Casso, City Attorney
Negotiating Parties:	T-Mobile, Timothy Tannenbaum
Under Negotiation:	Price and terms of payment

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

Property: 1210 Fullerton Road, APN 8264-027-900, Parcel
207U
Agency Negotiators: Joshua Nelson, City Manager
James M. Casso, City Attorney
Negotiating Parties: San Gabriel Valley Council of Governments
Under Negotiation: Price and terms of payment

10. CITY MANAGER REPORTS

11. AB 1234 REPORTS

12. CITY COUNCIL COMMUNICATIONS

13. Adjournment. The next regular City Council Meeting is Thursday, October 23, 2025, at 9:00 AM.

ITEM NO. 6.1

Backup Material will be distributed prior to Meeting

ITEM NO. 6.2



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Mathew Hudson, Director of Public Works

DATE: October 7, 2025

SUBJECT: Consideration of Amendment No. 2 to the License Agreement with Skanska USA Civil West California District Inc., for Access to Assessor's Parcel No. 8264-004-908 located at 1123 South Hatcher Avenue, for laydown area for dirt stockpiles

Background:

On July 14, 2022, the City Council approved a License Agreement with Skanska USA Civil West California District Inc., ("Skanska") for the temporary use of City owned property located at 1123 South Hatcher Avenue ("Property"). Skanska is the general contractor working on the Fullerton Grade Separation Project.

Discussion:

Skanska requested to continue to use the property as a laydown area for temporary dirt stockpiles. Amendment No. 2 extends the License Agreement to a month to month basis until terminated.

Fiscal Impact:

The City supports the Fullerton Road Grade Separation therefore, there will be no charge for the use of the premises.

Recommendation:

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

Exhibits:

1. Amendment No. 2 to the License Agreement USA Civil West California District Inc., dated July 1, 2025
2. License Agreement with Skanska USA Civil West California District Inc., dated July 14, 2022

EXHIBIT 1

Amendment No. 2 to the License Agreement USA Civil West California District Inc.,
dated July 1, 2025 [Attachment]

**AMENDMENT NO. 2
TO THE LICENSE AGREEMENT**

This Amendment No. 2 to the License Agreement (“**Agreement**”), is made and entered into this 1st day of July, 2025, by and between the City of Industry, a California public body, corporate, and politic (“**Licensor/City**”) and Skanska USA Civil West California District Inc., a California corporation (“**Licensee**”) (Licensor and Licensee are individually referred to as “**Party**” and collectively referred to as the “**Parties**”).

RECITALS

WHEREAS, on or about July 14, 2022, the Agreement was entered into and executed between the Licensor and Licensee, to allow Licensee to use a portion of City owned property located 1123 South Hatcher Avenue, City of Industry, CA 91748 (APN 8264-004-908), (“Premises”); and

WHEREAS, pursuant to the terms of the Agreement, the Agreement terminated on January 31, 2024, however the Licensee desires to continue utilizing the Premises; and

WHEREAS, on or about August 8, 2024, the Agreement was Amended to extend the term through June 30, 2025.

WHEREAS, the Parties desire to amend the Agreement to extend the term to on a month to month basis; and

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

AMENDMENT

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

Section 9. Term, Termination and Remedies.

The first sentence of Section 9 is hereby revised to read in its entirety as follows:

The License shall commence as of July 1, 2025, and shall continue on a month to month basis until terminated as set forth herein. In order to terminate this Agreement, Licensee shall provide Licensor with written notice at least six weeks prior to the termination date.

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

(SIGNATURES ON FOLLOWING PAGE)

“LICENSOR”
CITY OF INDUSTRY

By: _____
Joshua Nelson, City Manager

“LICENSEE”
SKANSKA USA CIVIL WEST
CALIFORNIA DISTRICT INC.

By: _____
Keith Jackson, Project Manager

ATTEST:

Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM:

James M. Casso, City Attorney

EXHIBIT 2

License Agreement with Skanska USA Civil West California District Inc.,

dated July 14, 2022

[Attachment]

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“**Agreement**”), dated **July 14, 2022**, (“**Effective Date**”) is entered into by and between the City of Industry, a public body, corporate and politic (“**Licensor/City**”), and Skanska USA Civil West California District, Inc., a California Corporation (“**Licensee**”). Licensor and Licensee are individually referred to as “**Party**” and collectively referred to as the “**Parties**”.

RECITALS

WHEREAS, the City is the owner of certain property located at 1123 South Hatcher Avenue, City of Industry, CA 91748, and Licensee desires to enter the portion of the property generally described as a lot, **Assessor’s Parcel No. 8264-004-908**, as set forth in Exhibit A, attached hereto and incorporated herein by reference (“**Premises**”); and

WHEREAS, Licensee desires to utilize the Premises as a temporary staging area for construction materials and equipment related to the Fullerton Grade Separation Project; and

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

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

TERMS

1. License to Enter the Premises. Licensor hereby grants to Licensee a non-exclusive license (the “**License**”) granting permission to enter upon the Premises as of the Effective Date of this Agreement, and to use a portion of the Premises, as depicted in Exhibit A, for a temporary staging area for construction materials and equipment (collectively, “**Permitted Use**”); provided, that Licensee’s use of the Premises shall not interfere with the operation of business activities, if any, then being conducted on the Premises, and provided Licensee provides written notice to the Licensor at least five (5) days prior to Licensee first entering upon the Premises (said written notice shall state the purpose for the entry upon the Premises, and said entry shall not exceed the stated purpose). Prior to any initial entry pursuant to the License, Licensee shall provide to Licensor proof of insurance as set forth in Section 7 of this Agreement. Licensee shall not permit any other party, except the duly-authorized representatives, agents, employees and contractors (collectively “**Representatives**”) of Licensee to enter or use the Premises during the term of this License, without Licensor’s prior written consent, and in all events the sole reason for entry and use of the Premises shall be for the performance of Licensee’s Permitted Use.
2. Payment. No payment is required as the use is associated with the Fullerton Grade Separation Project.
3. Permitted Use. The Permitted Use is hereby defined to include storage of materials and equipment. Licensee shall exercise due care in the performance of the Permitted Use and such use shall be exercised in a manner which complies with all applicable laws.

4. Maintenance of Premises. Prior to commencement of the Permitted Use, Licensee shall install a temporary construction fence around the staging area (unless permanent fence exists) on the Premises. During the term of the License, Licensee shall place drip pans under staged equipment, straw waddle and filter fabric over nearby catch basins, and any active stockpiles must be covered during rain events to prevent runoff. Upon termination of the License, Licensee shall repair any damage done to the Premises by Licensee or its duly authorized Representatives, including environmental contamination, and shall restore the Premises to its condition as of the Effective Date of this Agreement, which shall include removal of the temporary construction fence (unless permanent fence exists).

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

6. Liens.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(f) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Licensee

to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

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

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

8. Indemnification. From and after the execution of this Agreement, Licensee hereby agrees to indemnify, defend, protect and hold harmless, with counsel of the Licensor's choosing, the City and any and all predecessors, successors, assigns, agents, officials, employees, members, independent contractors, affiliates, principals, officers, directors, attorneys, accountants, representatives, staff, and council members of the City collectively, the "**City Representatives**", and each of them, from and against all claims, including any claims from any third party beneficiary to this Agreement, causes of action, liabilities, losses, damages, injuries, expenses, charges, penalties, or costs, of whatsoever character, nature and kind, (including attorney's fees and costs incurred by the indemnified Party with respect to legal counsel of its choice), whether to property or to person(s), and whether by direct or derivative action, known or unknown, suspected or unsuspected, latent or patent, existing or contingent (collectively "**Losses and Liabilities**"), related directly or indirectly to, or arising out of or in any way connected with any of the activities of Licensee, its agents, employees, licensees, lessees, representatives, invitees, contractors, subcontractors or independent contractors on the Premises. This indemnification requires Licensee to indemnify the City and any and all City Representatives from and against all Losses and Liabilities, including attorneys' fees, arising out of the use or release of any Hazardous Substances on the Premises by Licensee, its agents, employees, licensees, lessees, representatives, invitees, contractors, subcontractors or independent contractors. Licensee's obligation to defend shall arise regardless of any claim or assertion that the City caused or contributed to the Losses and/or Liabilities, provided, however, that Licensee's liability under this Section 7 will be limited to the extent of any contributory negligence of Licensor

Environmental Indemnity.

Licensee's Indemnity Obligations. Licensee agrees, from and after the Effective Date, to defend, indemnify, protect and hold harmless City Representatives from, regarding and against any and all liabilities, obligations, orders, decrees, judgments, liens, demands, actions, Environmental Response Actions (as defined herein), claims, losses, damages, fines, penalties, expenses,

Environmental Response Costs (as defined herein) or costs of any kind or nature whatsoever, together with fees (including, without limitation, reasonable attorneys' fees and experts' and consultants' fees), resulting from or in connection with the actual or claimed generation, storage, handling, transportation, use, presence, placement, migration and/or release of Hazardous Materials (as defined herein), at, on, in, beneath or from the Premises and/or the Property during the term of the Lease (sometimes herein collectively referred to as "**Contamination**"), except to the extent caused by the Licensor or its agents, contractors or employees during the Licensor's ownership of the Property prior to the commencement of the Agreement or solely caused by the Licensor or its agents, contractors or employees during the term of the Agreement. Licensee's defense, indemnification, protection and hold harmless obligations herein shall include, without limitation, the duty to respond to any governmental inquiry, investigation, claim or demand regarding the Contamination, at Licensee's sole cost.

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

Definitions.

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

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

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

Materiality. Licensee acknowledges and agrees that the defense, indemnification, protection and hold harmless obligations of Licensee for the benefit of Licensor set forth in this Agreement are a material element of the consideration to Licensor for the performance of its obligations under this

Agreement, and that Licensor would not have entered this Agreement unless Licensee's obligations were as provided for herein.

9. Term, Termination and Remedies. The License shall commence as of the Effective Date of this Agreement and shall automatically terminate on **January 31, 2024**. Notwithstanding the foregoing, at any time, for any reason, the Licensor may, at its sole and absolute discretion, terminate this Agreement without cause, upon 30 days' written notice to Licensee. Further, in the event Licensor sells or transfers the Premises during the term of this Agreement, this Agreement shall terminate upon seven (7) days written notice to Licensee. In addition, if Licensee shall be in breach of any of its obligations under this Agreement and shall fail to cure such breach within ten (10) business days of written notice from Licensor specifying the nature of any such breach, Licensor shall have the right to terminate this Agreement upon written notice to Licensee. Licensee acknowledges that this License is solely a license, and that Licensee has no rights as an owner, purchaser or tenant by virtue thereof. Upon termination of the Agreement, Licensee shall promptly vacate the Premises and comply with the provisions of Section 4 above. No termination or expiration of this License shall relieve Licensee of its obligations hereunder.

10. Inspection and Access to Premises. Licensor and any of its duly authorized representatives, employees, agents or independent contractors shall be entitled to enter the Premises, to show the Premises to potential purchasers, to inspect the Premises, to inspect Licensee's use of the Premises, and for any other purpose, at any time. Moreover, Licensee understands and agrees that use of the Premises is shared, and access is non-exclusive to Licensee.

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

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

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

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

Licensee: Keith Jackson
Skanska USA Civil West California District, Inc.
1995 Agua Mansa Road
Riverside, CA 925209
Tel: (949) 619-7722

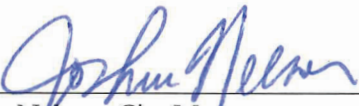
14. Miscellaneous. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof, and all prior and contemporaneous agreements, representations and understandings of the Parties hereto, oral or written, are hereby superseded and merged herein. No supplement,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

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

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

"LICENSOR"

CITY OF INDUSTRY

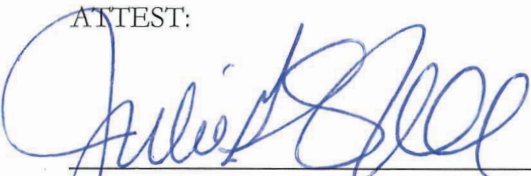
By: 
Joshua Nelson, City Manager

"LICENSEE"

SKANSKA USE CIVIL WEST CALIFORNIA
DISTRICT, INC

By:  7-5-2022
Keith Jackson, Project Manager

ATTEST:


Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM:

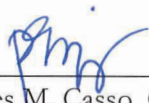

for James M. Casso, City Attorney

EXHIBIT A

Legal Description

Assessor Parcel Number (APN) 8264-004-908 located at 1123 South Hatcher Avenue, City of Industry, CA 91748. Licensee shall occupy the shared space. The area identified as “Project Site” in the map below by red perimeter lines with red shading identifies the area of the Premises, where the Permitted use shall occur.



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
Arlene Lopez, Sr. Project Manager

DATE: October 7, 2025

SUBJECT: Amendment No. 2 to the Betterment Agreement regarding the Installation of Improvements on Fullerton Road in conjunction with the Fullerton Road Grade Separation project at the Union Pacific Railroad Los Angeles subdivision, by the Alameda Corridor-East Construction Authority, on behalf of the City of Industry (MP 99-60 #10)

Background:

The original Betterment Agreement with the Alameda Corridor-East Construction Authority ("ACE") included a rough order of magnitude in the amount of \$3,500,000, per the conceptual design, for the construction of nearby roadway widening improvements in conjunction with the planned Fullerton Road Grade Separation project. The project was first bid in 2016, and based on actual construction bids received, the cost increased to \$7,838,145. Amendment No. 1 was approved on July 14, 2016 for the increased cost.

Discussion:

In mid 2020, the construction contract between ACE and Shimmick Construction Company was terminated and in July 2021, the remaining work on the contract was rebid and awarded to Skanska USA. Based on the bids received, the costs for the betterment increased by \$5,514,286, resulting in a new contract total of \$13,352,431. A Notice to Proceed was issued to SKANSKA USA at the end of 2021 and since then, approximately \$212,493.74 in change orders to cover unforeseen conditions and work not included in the original betterment agreement, have been authorized by the City. Staff recommends approving Amendment No. 2 for the increased betterment costs. The increase over Amendment No. 1 is \$5,726,779.74, for a grand total of \$13,564,924.74.

Fiscal Impact:

The City's responsibility totals \$13,564,924.74. This project is approved in the adopted FY 25-26 Capital Improvement Project budget (MP 99-60 #10, Account No. 120-702-5205). To date, approximately \$7,838,145.00 has been paid for the betterment work and the remaining costs of \$5,726,779.74 is requested to be appropriated from the 2015 Sales Tax Bond Proceeds in the event that sufficient funds cannot be reallocated from other projects.

Recommendation:

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

Exhibits:

1. Amendment No. 2 to the Betterment Agreement by the Alameda Corridor-East Construction Authority on behalf of the City of Industry dated 10/9/25

**AMENDMENT NO. 2 TO THE BETTERMENT AGREEMENT REGARDING THE
INSTALLATION OF IMPROVEMENTS ON FULLERTON ROAD IN CONJUNCTION
WITH THE FULLERTON ROAD GRADE SEPERATION PROJECT AT THE UNION
PACIFIC RAILROAD LOS ANGELES SUBDIVISION BY THE ALAMEDA
CORRIDOR-EAST CONSTRUCTION AUTHORITY ON BEHALF OF THE CITY OF
INDUSTRY**

THIS AMENDMENT NO. 2 effective this 9th day of October, 2025, by and between the CITY OF INDUSTRY, a municipal corporation, hereinafter referred to as "CITY" and the ALAMEDA CORRIDOR EAST CONSTRUCTION AUTHORITY OF THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, a California Joint Powers Authority, hereinafter referred to as "ACE", with the City and ACE also each individually referred to herein as "PARTY" and collectively as "PARTIES".

WHEREAS, CITY and ACE entered into a BETTERMENT AGREEMENT dated April 22, 2013, and Amendment No. 1 dated July 14, 2016, to have ACE design and construct roadway improvements in conjunction with the Fullerton Grade Separation Project hereinafter referred to as "PROJECT"; and

WHEREAS, CITY agreed to reimburse ACE for actual costs ACE incurs for the design and construction of BETTERMENT performed in conjunction with the BETTERMENT AGREEMENT; and

WHEREAS, ACE completed the BETTERMENT plans in accordance with CITY direction; and

WHEREAS, construction of BETTERMENT was required to be rebid and cost of design and construction exceeded previous estimates; and

WHEREAS, based on the actual design and construction costs incurred by ACE the PARTIES desire to amend the BETTERMENT AGREEMENT.

NOW, THEREFORE, in consideration of the promise and mutual covenants herein contained, it is hereby agreed to amend the BETTERMENT AGREEMENT as follows:

1. Section II, Paragraph 7 shall read in its entirety as follows:

To pay ONE HUNDRED PERCENT (100%) OF BETTERMENT environmental documentation and investigations, environmental remediation, design, right of way and easement acquisition, construction, and construction management costs up to a not to exceed amount of \$13,564,924.74. The not to exceed amount specified herein may be adjusted to account for change orders during construction phase if CITY and ACE agree in writing. ACE shall submit monthly invoices to the CITY for actual work performed. Invoices shall be submitted on or about the first business day of the month, or as soon thereafter as practical, for work performed the previous month. Payment shall be made by the City

within thirty (30) days of receipt of each invoice as to all non-disputed costs. If CITY disputes any of the costs set forth in ACE's invoice it shall give written notice to ACE within thirty (30) days of receipt of invoice of any disputed costs set forth on the invoice. ACE costs will be calculated based on the Caltrans-approved indirect cost rate applied to direct expenses.

2. Except as expressly amended hereby, the existing AGREEMENT, attached hereto as Exhibit A, and incorporated herein by reference, shall remain in full force and effect as originally executed. All rights and obligations of the parties under the existing AGREEMENT that are not expressly amended by this Amendment shall remain unchanged by this Amendment.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed by the respective officers as of the date first written above.

CITY

"CITY OF INDUSTRY"

Cory C. Moss, Mayor

ATTEST:

Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM:

James M. Casso, City Attorney

ACE

"ALAMEDA CORRIDOR-EAST
CONSTRUCTION AUTHORITY OF
THE SAN GABRIEL VALLEY COUNCIL
OF GOVERNMENTS"

Mark Christoffels, Chief Executive Officer

ATTEST:

Deanna Stanley, Secretary

APPROVED AS TO FORM:

Gregory Murphy, ACE General Counsel

ITEM NO. 6.4



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Mathew Hudson, Director of Public Works
James Cramsie, Sr. Director of Engineering

DATE: October 7, 2025

SUBJECT: Consideration of a Maintenance Services Agreement with Post Alarm Systems, for monitoring and inspection services for the fire and security alarm system at the Homestead Museum, in an amount of \$20,000.00 through October 7, 2028

Background:

The Homestead Museum is comprised of four (4) main buildings that are the La Casa Nueva Home, Museum Gallery, Modular Trailer Building and the Workman Home. To properly protect these facilities due to their historic nature, including not just the structures themselves, but also the museum collection of historic artifacts, photographs and documents, an updated fire and security alarm system is needed. The City received proposals from several companies that provide these services, and Post Alarm Systems, Inc. ("Post Alarm") **THIS SENTENCE ISN'T FINISHED...**

Discussion:

The Public Contracts Code allows the City, specifically the City Manager, to enter into a Negotiated Contract as long as the amount of that contract is less than \$75,000.00. The City executed a Negotiated Contract (Contract No. CITY-1525), in the amount of \$62,516.86, with Post Alarm Systems on August, 26, 2025, for the installation of the fire and security devices at the Homestead Museum. The work to install the devices began on September 29, 2025. Upon completion, monitoring and regular inspections to maintain the intended operation and function will be needed. Since Post Alarm was the installer of the system, Staff recommends approving a Maintenance Services Agreement with Post Alarm for a three year term through October 7, 2028, to maintain and inspect the new system regularly, with compensation of \$20,000.00 for the work.

Fiscal Impact:

The fiscal impact is \$20,000.00 over three years. In the adopted Fiscal Year 2025-2026 General Fund budget, \$75,000.00 is approved for Homestead Museum property maintenance (Account No. 100-626-8510), MP 03-32).

Recommendation:

Staff recommends the City Council approve the Maintenance Services Agreement with Post Alarm Systems.

Exhibits:

1. Maintenance Services Agreement with Post Alarm Systems dated October 7, 2025

CITY OF INDUSTRY

MAINTENANCE SERVICES AGREEMENT

This MAINTENANCE SERVICES AGREEMENT ("Agreement"), is made and effective as of October 7, 2025 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Post Alarm Systems ("Contractor"). The City and Contractor are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than October 7, 2028, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

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

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

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

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

3. MANAGEMENT

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

4. PAYMENT

(a) The City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Twenty Thousand dollars (\$20,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

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

5. LABOR CODE AND PREVAILING WAGES

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

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

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

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

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

7. OWNERSHIP OF DOCUMENTS

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

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

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

8. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity other than for professional liability

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

(c) Duty to defend.

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

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

9. INSURANCE

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

10. INDEPENDENT CONTRACTOR

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

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

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

11. LEGAL RESPONSIBILITIES

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

12. UNDUE INFLUENCE

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

13. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

15. NOTICES

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

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

To City: City of Industry
15625 Mayor Dave Way
City of Industry, CA 91744

Attention: City Manager

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

To Contractor: Post Alarm Systems
47 East Saint Joseph Street
Arcadia, CA 91006

16. ASSIGNMENT

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

Before retaining or contracting with any subcontractor for any services under this Agreement, Contractor shall provide City with the identity of the proposed subcontractor, a copy of the proposed written contract between Contractor and such subcontractor which shall include 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 subcontractor carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

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

17. GOVERNING LAW/ATTORNEYS' FEES

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

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

18. ENTIRE AGREEMENT

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

19. SEVERABILITY

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

20. COUNTERPARTS

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

21. CAPTIONS

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

22. WAIVER

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

23. REMEDIES

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

24. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

“CITY”
City of Industry

“CONTRACTOR”
Post Alarm Systems

By: _____
Joshua Nelson, City Manager

By: _____
Rob Post, Owner

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

The Contractor shall provide the following services at the Homestead Museum:

Monthly monitoring of the security devices installed in the La Casa Nueva Home, Museum Gallery, Modular Trailer Building and the Workman Home.

Monthly monitoring and inspection of the fire alarm devices installed in the La Casa Nueva Home, Museum Gallery, Modular Trailer Building and the Workman Home.

EXHIBIT B
RATE SCHEDULE

At the La Casa Nueva Home

Security System Monitoring	\$35.00/Month
Fire Alarm Monitoring	\$65.90/Month
Fire Alarm Inspection	\$25.00/Month

At the Museum Gallery

Security System Monitoring	\$35.00/Month
Fire Alarm Monitoring	\$65.90/Month
Fire Alarm Inspection	\$25.00/Month

At the Modular Trailer Building (West Building)

Security System Monitoring	\$35.00/Month
Fire Alarm Monitoring	\$65.90/Month
Fire Alarm Inspection	\$25.00/Month

At the Workman Home

Security System Monitoring	\$35.00/Month
Fire Alarm Monitoring	\$65.90/Month
Fire Alarm Inspection	\$25.00/Month

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

Duration of coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise

from or in connection with the performance of the Services hereunder by Contractor, his agents, representatives, employees or subcontractors.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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
Upendra Joshi, Senior Project Manager

DATE: October 7, 2025

SUBJECT: Consideration of Amendment No. 1 to the License Agreement with Chevron Environmental Management Company, extending the term

Background:

In connection with a former gasoline service station located at 841 South Seventh Avenue in the City, the Los Angeles County Regional Water Quality Control Board ("LARWQCB") is requiring Chevron Environmental Management Company ("CEMC") to construct and maintain certain groundwater monitoring wells, including one in the public right of way, on a sidewalk.

Discussion:

On May 28, 2024, CEMC entered in an Agreement to install a monitoring well within the public right of way at 841 South Seventh Avenue. The Agreement expired on April 1, 2025, however the work is not yet completed. It is recommended to approve Amendment No. 1 to the Agreement to allow the Agreement to remain in effect until the City receives notice from the Los Angeles County Regional Water Quality Control Board ("LARWQCB") that the groundwater monitoring well is no longer necessary.

Fiscal Impact:

There is no fiscal impact associated with this Amendment.

Recommendation:

Staff recommends the City Council approve Amendment No. 1 to the License Agreement with Chevron Environmental Management Company.

Exhibits:

1. Amendment No. 1 to the License Agreement with Chevron Environmental Management Company

REINSTATEMENT AND AMENDMENT NO. 1 TO LICENSE AGREEMENT

This Reinstatement and Amendment No. 1 (“**Amendment**”) to the License Agreement (“**Agreement**”), is made and entered into this 12th day of June, 2025 (“**Amendment Effective Date**”) by and between the **CITY OF INDUSTRY**, a public body, corporate and politic (“**Licensor**” or “**City**”), and **CHEVRON ENVIRONMENTAL MANAGEMENT COMPANY**, a California corporation (“**Licensee**” or “**CEMC**”) (Licensor and Licensee are individually referred to as “**Party**” and collectively referred to as the “**Parties**”).

RECITALS

WHEREAS, CEMC is responding to directives from the Los Angeles County Regional Water Quality Control Board (“**LARWQCB**”) in connection with a former gasoline service station located at 841 South Seventh Avenue in the City of Industry, Los Angeles County, California; and

WHEREAS, LARWQCB requires that CEMC construct and maintain certain groundwater monitoring wells, including one in the public right of way, at certain locations in the City; and

WHEREAS, as the owner of the Property, the City required Licensee to execute the Agreement in connection with proposed monitoring well MW-13, to be installed within the public right of way at Seventh Avenue, within the City of Industry (“**Property**”); and

WHEREAS, on or about May 28, 2024, the Parties entered into the Agreement, providing Licensee with such access and other rights to facilitate the installation of the monitoring well, and related monitoring; and

WHEREAS, the Agreement expired on or about April 1, 2025, however the work is not yet completed, and the Parties desire to reinstate and amend the Agreement to extend the term.

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 A:

The Parties mutually revoke the termination of the Agreement, reinstate and ratify the Agreement as amended by this Amendment, and mutually agree and acknowledge that upon this Amendment Effective Date, the Agreement, as amended by this Amendment, remains in full force and effect as if the same had never been terminated.

SECTION B:

The first sentence of Section 13 is hereby revised to read in its entirety as follows:

The Term of the Agreement shall commence as of the Effective Date, and shall remain in effect until the City receives notice from the LARWQCB, or any successor entity, that the groundwater monitoring is no longer necessary.

SECTION C:

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

SECTION D:

The exchange of counterpart signature pages between the Parties constitutes execution and delivery of this Amendment and it will not be necessary that the signatures of all Parties be contained on any one counterpart. Executed signature pages sent by facsimile, email scan, or otherwise by photocopy are valid means of delivery.

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

**“LICENSOR”
CITY OF INDUSTRY**

By: _____
Joshua Nelson, City Manager

**“LICENSEE”
CHEVRON ENVIRONMENTAL
MANAGEMENT COMPANY**

Signed by: 
By: _____
CCB463F27420406...
Scott M. Banks, Assistant Secretary

ATTEST:

Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM:

James M. Casso, City Attorney

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
Sean Calvillo, Director of Operations
James Cramsie, Sr. Director of Engineering

DATE: October 7, 2025

SUBJECT: Consideration of Amendment No. 10 to the Professional Services Agreement with Stillwater Ecosystem, Watershed & Riverine Sciences, for environmental consulting services at Follows Camp, revising the scope of services, revising the rate schedule, and increasing compensation by \$115,000.00

Background:

On September 23, 2020, the City Manager approved a Professional Services Agreement ("Agreement") with Stillwater Ecosystem, Watershed & Riverine Sciences ("Stillwater") to provide environmental consulting services for the Follows Camp bridge replacement project. The initial scope of services included meetings and discussions to address the environmental needs related to Follows Camp including fisheries science, and permitting strategy for the California Department of Fish and Wildlife ("CDFW"), grant funding strategy, and an initial design-related concept development. The Agreement was within the City Manager's \$10,000.00 signatory authority.

On December 10, 2020, the City Council approved Amendment No. 1, that included additional services to further pursue the grant funding for the proposed bridge replacement through CDFW, and smaller grant fund opportunities. Amendment No. 1 included a companion budget increase of \$61,114.00 for the additional work. The major grant application has been submitted to CDFW. The grant was submitted for \$1,135,560.00 for restoration work including a bridge. The grant was denied and the feedback received from CDFW provided for additional restoration details and clarity on scope and use of the bridge crossing. On June 24, 2021, the City Council approved Amendment No. 2 that included extending the term through December 31, 2021, and additional services for meetings and discussions to address the environmental needs related to Follows Camp including fisheries science, permitting strategy for the CDFW, grant funding

strategy, an initial design-related concept development, and cost estimation for the project, with a companion increase in compensation of \$80,000.00.

On April 14, 2022, the City Council approved Amendment No. 3 for additional services that included a grant for the Wildlife Conservation Board (“WCB”) and one with CDFW Fisheries Restoration Grant Program. Additionally, Stillwater also provided the City with new content for updating the City’s website to include new graphics and pictures that highlight Follows Camp and provides educational information about the natural habitat there. Amendment No. 3 also included a revised rate schedule to reflect Stillwater’s current rates, an increase in compensation of \$50,000.00 for additional tasks and project management services, and updated the address for the City.

On October 27, 2022, the City Council approved Amendment No. 4 to extend the term through March 30, 2023, for continued coordination on the WCB grant application and environmental services. On March 23, 2023, the City Council approved Amendment No. 5 to extend the term through September 30, 2023, revise the scope of services, revise the rate schedule, and increase compensation by \$38,000.00. The revised scope of services included further coordination involving the local indigenous communities and regulatory agencies and the WCB preapplication work.

On September 28, 2023, the City Council approved Amendment No. 6 extending the term through March 1, 2024, revising the scope of services, revising the rate schedule, and increasing compensation by \$28,000.00. Stillwater, along with Staff, continued to collaborate with CDFW for its support of the City’s WCB grant pre-application. Upon receiving feedback on the initial pre-application submittal, the subsequent pre-application was accepted by WCB on August 9, 2023, and the City was invited to submit a full grant application. Stillwater prepared the full grant application package that includes the full bridge crossing. There will be ongoing coordination with City Staff, CDFW, local tribal leaders, USDA Forest Service. The additional scope of services also included attending the WCB board meeting in Sacramento in support of the grant. Additionally, Stillwater developed a series of fall cleanup events to take place at Follows Camp to remove trash and implement temporary signage.

On December 14, 2023, the City Council approved Amendment No. 7 revising the scope of services to include preparing and coordinating grant funding through the Rivers and Mountains Conservancy (“RMC”) including pre-project implementation of site signage, litter removal, environmental education and sustainable access design, and submittal of a final application to the RMC after approval of the pre-project submittal. Additionally, the compensation was increased by \$21,000.00 for the additional work.

On February 22, 2024, the City Council approved Amendment No. 8 extending the term through December 31, 2024, to allow Stillwater to continue providing environmental consulting and grant services for Follows Camp. The ongoing work includes collaboration with WCB on the final grant submittal, including an in person presentation to the Board in May. Additionally, the compensation was increased by \$35,000.00 for the term extension.

Staff, along with Stillwater Ecosystem, Watershed & Riverine Sciences (“Stillwater”), submitted a full grant application to the Wildlife Conservation Board (“WCB”) for the Follows Camp Ecological Design and Implementation Project (“Project”) on October 13, 2023. The 118-acre Follows Camp project site is located along the East Fork of the San Gabriel River within the San

Gabriel Mountains National Monument on City-owned land. Through the grant application, \$2,080,000.00 was requested for the Project. The Project's main objectives are to:

1. restore aquatic, riparian, and upland habitat for special status species and priority habitat types, including critical habitat for the Santa Ana Sucker
2. develop and initiate environmental education programs to serve disadvantaged communities from the San Gabriel Valley and support the mission of the San Gabriel Mountains National Monument
3. convert commercially and residentially zoned parcels to permanent conservation via a conservation easement.

This will be achieved through the production of a site masterplan, 100 percent design documents for Phase 1 masterplan elements, creation of 5-year stewardship program, and completion of the conservation easement.

The WCB, the Grantor, approved a Grant Agreement at their board meeting on May 23, 2024, and has awarded the City \$2,080,000.00 in grant funds for the Project. The Grant Funds will be used for the purpose of assisting the City with the Project, which is generally described as: planning, studies, and design development to restore aquatic habitat, initiate environmental education programs and promote stewardship and conservation values in the San Gabriel Mountains on the City's 118 acres at Follows Camp. On May 16, 2023, the City Council adopted Resolution No. CC-2024-24, approving the application for grant funds from WCB and authorized the City Manager to execute the Grant Agreement with WCB.

As the Project has kicked off, the scope of work for Stillwater Sciences comprises Part 1 of the overall project which includes the master plan, pre-project implementation, and 35 percent Project designs. The remaining elements of the Project will be developed at the conclusion of part 1 and be provided as part 2, which will include 60-100 percent designs and the Basis of Design Report, permitting, including CEQA, and the conservation easement.

The tasks in Part 1 involve coordination with various agencies, site activation and master planning, programmatic restoration planning, environmental education and sustainable access planning, and pre project implementation. Design and permitting will involve restoration design, bridge and low water crossing design, and public access design.

On April 24, 2025, the City Council approved Amendment No. 9 extending the term through February 28, 2027, revising the indemnity provisions, revising the scope of services, revising the rate schedule, and increasing compensation by \$757,200.00 for the implementation of the grant following award by the WCB.

Discussion:

Upon the Project kickoff, there were several subconsultants that were identified to assist with the services being provided by Stillwater. Nunez & Nunez will assist with developing the environmental education programs, Japchivit village cultural programs, and the five year stewardship strategies for litter removals. New West will assist with architecture and planning services, including developing a phasing strategy for the Project, a recreation management

strategy, vehicle and trails circulation plan, and entry monumentation, graphics and bilingual signage. Amendment No. 10 is necessary for revising the scope of services that was included in Amendment No. 9, along with an increase in compensation of \$115,000.00 for the subconsultants’ work, and revising the rate schedule to reflect additional rates and reimbursables. The increase in the contract cost is covered by the WCB grant.

Fiscal Impact:

Table 1 - Summary of Costs

Contract Amount	\$10,000.00
Amendment No. 1	\$63,114.00
Amendment No. 2	\$80,000.00
Amendment No. 3	\$50,000.00
Amendment No. 5	\$38,000.00
Amendment No. 6	\$28,000.00
Amendment No. 7	\$21,000.00
Amendment No. 8	\$35,000.00
Amendment No. 9	\$757,200.00
Amendment No. 10	\$115,000.00
Revised Contract Cost	\$1,197,314.00

The fiscal impact associated with Amendment No. 10 is \$115,000.00. The City will receive \$2,080,000.00 from WCB in funding for the Project. The City will invoice WCB quarterly for the work completed on the Project that period. The City’s required funding match as part of the Grant Agreement is \$1,230,900.00. In the adopted Fiscal Year Capital Improvement Project budget 2025-2026 budget, \$250,000.00 is approved (Account No. 120-726-5130) (MP 11-09 #1) and is sufficient for the initial costs of the Project.

Recommendation:

Staff recommends that the City Council approve Amendment No. 10 to the Professional Services Agreement with Stillwater.

Exhibits:

- 1. Amendment No. 10 to the Professional Services Agreement with Stillwater Ecosystem, Watershed & Riverine Sciences, dated October 7, 2025
- 2. Stillwater - Professional Services Agreement

**AMENDMENT NO. 10
TO PROFESSIONAL SERVICES AGREEMENT WITH
STILLWATER ECOSYSTEM, WATERSHED & RIVERINE SCIENCES**

This Amendment No. 10 to the Professional Services Agreement (“Agreement”) is made and entered into this 7th day of October 2025, (“Effective Date”) by and between the City of Industry, a California municipal corporation (“City”) and Stillwater Ecosystem, Watershed & Riverine Sciences, a California corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about September 23, 2020, the Agreement was entered into and executed between the City and Consultant for environmental consulting services for Follows Camp; and

WHEREAS, on or about December 10, 2020, Amendment No. 1 to the Agreement was approved for additional work that included partnering and outreach educational elements, conceptual design graphics, and cost estimation for the project, with a companion increase in compensation of \$63,114.00. Additionally, it was necessary to comply with best practices and include indemnity language specific to independent contractors; and

WHEREAS, on or about June 24, 2021, Amendment No. 2 to the Agreement was approved for additional work that included meetings and discussions to address the environmental needs related to Follows Camp including fisheries science, permitting strategy, California Department of Fish and Wildlife (“CDFW”) grant funding strategy, and an initial design-related concept development and cost estimation for the project, extending the term through December 31, 2021, along with a companion increase in compensation of \$80,000.00; and

WHEREAS, on or about April 14, 2022, Amendment No. 3 was approved, extending the Agreement through September 30, 2022, to allow Consultant to continue providing environmental services, and updating the Agreement to include providing City website content for Follows Camp, and preparation and submission of two additional grant opportunities. It was also necessary to revise the rate schedule to reflect Consultant’s current rates, along with a companion increase in compensation of \$50,000.00, and update the address for the City; and

WHEREAS, on or about October 27, 2022, Amendment No. 4 was approved, extending the Agreement through March 30, 2023, to allow Consultant to continue providing environmental services for the Wildlife Conservation Board (“WCB”) grant application; and

WHEREAS, on or about March 23, 2023, Amendment No. 5 was approved, extending the Agreement through September 30, 2023, revising the scope of services to provide additional services that include completing the WCB grant preapplication and coordinating further with regulatory agencies, revising the rate schedule to reflect Consultant’s current rates, along with a companion increase in compensation of \$38,000.00; and

WHEREAS, on or about September 28, 2023, Amendment No. 6 was approved, extending the Agreement through March 1, 2024, revising the scope of services to provide additional services that include completing the WCB grant preapplication and coordinating further with regulatory agencies, revising the rate schedule to reflect Consultant’s current rates, along with a companion increase in compensation of \$28,000.00; and

WHEREAS, on or about December 14, 2023, Amendment No. 7 was approved to revise the scope of services to include a complete grant submittal to the Rivers and Mountains Conservancy for ecosystem/watershed protection, restoration, and public access for the San Gabriel River at Follows Camp along with an increase in compensation of \$21,000.00 for the additional work; and

WHEREAS, on or about February 22, 2024, Amendment No. 8 was approved to extend the term through December 31, 2024, to allow Consultant to continue providing grant support services that include completing the full WCB grant application and presentation to WCB, along with an increase in compensation of \$35,000.00; and

WHEREAS, on or about April 24, 2025, Amendment No. 9 was approved to extend the term through February 28, 2027, revise the indemnity provisions, the scope of services, and rate schedule, and increase compensation by \$757,200.00, for the implementation of the WCB grant that was awarded to the City; and

WHEREAS, it is necessary to revise the scope of services to include those services provided by subconsultants, revise the rate schedule to reflect approved reimbursables, along with an increase in compensation of \$115,000 for this work; and

WHEREAS, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 10, as set forth below.

AMENDMENT

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

4. PAYMENT

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

This amount shall not exceed One Million One Hundred Thousand Ninety Seven Thousand Three Hundred Fourteen Dollars (\$1,197,314.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

EXHIBIT A, SCOPE OF SERVICES

The Scope of Services is hereby revised to include the services set forth in Attachment I, attached hereto and incorporated herein by reference.

EXHIBIT B, RATE SCHEDULE

The Rate Schedule is hereby rescinded in its entirety and replaced with the rates set forth in Attachment 2, attached hereto, and incorporated herein by reference.

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

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 10 to the Agreement as of the Effective Date.

“CITY”
City of Industry

“CONSULTANT”
**Stillwater Ecosystem, Watershed &
Riverine Sciences**

By: _____
Joshua Nelson, City Manager

By: _____
Sapna Khandwala, CEO/Principal

Attest:

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

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

ATTACHMENT 1
EXHIBIT A
SCOPE OF SERVICES

The additional Scope of Services approved through Amendment No. 9 are hereby replaced by the following services:

1 TASK 1. PROJECT MANAGEMENT

Consultant will perform a variety of project management duties to ensure that the Project's needs are being met including the following:

- Coordination with the Project Team and agencies;
- Coordination of Project meetings;
- Management of subcontractors.

1.1 Deliverables:

- Quarterly invoices and progress reports

2 TASK 2. SITE ACTIVATION & MASTER PLANNING

This task will result in an overall plan for the 118-acre site, including a long-term vision, phasing, entitlement strategy, and physical site plan combining restoration, educational, environmental stewardship, Japchivit village cultural, and access program elements. To ensure effective integration across the complex ecological, design, and social factors, Consultant, Nunez and Nunez and New West Land will convene a Technical Advisory Committee (TAC) of local experts in wildlife and ecological management, stream flow restoration, National Monument priorities, environmental education, and public access to support the Project. Nunez and Nunez will provide lead facilitation of the TAC. The TAC will provide input into the planning and design process at three key project milestones in Part 1: Visioning; Concept Development and Phase 1 Design Crossing Site Selection; and 35% Designs. In Part 2 and not part of this scope, the TAC will provide input on the 65% Designs.

Consultant will complete a master plan alternatives process leading to a stakeholder-oriented preferred Site Master Plan Document. The focus of the document will be to present the overall project narrative, long-term vision, illustrative graphics, project benefits, and an overall site plan and program for long-term site uses.

2.1 Assumptions:

- All structural, geotechnical, and transportation-related analysis and design criteria for the bridge, low-water crossing, and vehicular access road intersection(s) with East Fork Road will be completed by others.
- Site study tasks including cultural resource and biological surveys may be deferred to Part 2 pending project needs. Funds for deferred tasks will be held and applied to Part 2 budget.

2.2 Deliverables:

- Site Master Plan Document
- Photos of signage installed

2.2.1 Subtask 2a. Programmatic Restoration Planning

With input from the TAC, Consultant, Nunez and Nunez and New West Land will collaborate with the Project Team to define the long-term, site-wide restoration goals and targets that will be incorporated into the Site Master Plan Document. Restoration planning will address the following as appropriate:

- Consultant will conduct a reconnaissance-level ecological assessment to inform the restoration planning.
- Consultant will include a riparian and aquatic restoration plan in the master plan document that promotes natural fluvial geomorphological processes and natural aquatic habitat complexity through the removal of fill/bank armoring in the floodplain.
- Bridge and/or crossing conceptual design alternatives, including locations, alignment, abutments will be completed by others with input from Consultant on fish passage, natural fluvial geomorphological processes, and the overall site master plan.
- Consultant will develop master plan concepts for the restoration or re-design of existing engineered drainage facilities and culverts outside of the floodplain.
- Consultant will support others in the development of the plan for demolition of abandoned structures, roads, the existing bridge, and the low-water crossing.
- Consultant will develop a plan for the revegetation of formerly cleared and developed areas.
- Consultant will develop a long-term adaptive management, stewardship, and climate resilience strategy.
- Topographic surveys will be completed by others.

2.2.2 Subtask 2b. Environmental Education and Sustainable Access Planning for Phase 1 area

With input from the TAC, Consultant will support the Project Team to define program elements, long-term operations, and preferred public access facilities. Work will be led by other contractors, including:

- In collaboration with Consultant and Nunez and Nunez Consulting, New West Land will support the development of an overall phasing strategy and program for the project site, including location and program for a Phase 1 area.
- In collaboration with Consultant and Nunez and Nunez Consulting, New West Land will support development of educational program for the overall project site. New West Land will lead development of program and site plan concepts for the Phase 1 area educational and supporting facilities.
- In collaboration with Consultant and Nunez and Nunez Consulting, New

West Land will support development of a recreation management strategy for the overall project site. New West Land will lead the development of program and site plan concepts for recreation elements within the Phase 1 area.

- In collaboration with Consultant, Nunez and Nunez Consulting, and the transportation services engineer, New West Land will support the development of a vehicular and trails circulation plan and parking strategy for the site overall project site. New West Land will lead the development of program and site plan concepts for vehicle access, trails, and parking for the Phase 1 area.
- In collaboration with Consultant and Nunez and Nunez Consulting, New West Land will support the development of a plan for entry monumentation, environmental graphics, and bilingual signage. New West Land will lead the development of program and site plan concepts for entry monumentation, environmental graphics, and bilingual signage for the Phase 1 area.

2.2.3 Subtask 2c. Pre-project Implementation

In collaboration with Consultant and Nunez and Nunez consulting, New West Land will develop and install bilingual site signage, including security and site-specific educational messaging on restoration and stewardship awareness.

3 TASK 3. DESIGN & PERMITTING OF PHASE 1 AREA, PART 1

With input from the TAC, Consultant, Nunez and Nunez and New West Land will work with the Project Team to develop 35% designs for priority actions for the three primary Project

components: 35% Restoration Designs, and 35% Environmental Education/Sustainable Public Access Design for the Phase 1 area project elements identified in the overall master plan. The 35% river crossing/bridge designs will be developed by others.

Consultant will develop a 35% BOD Report focused on the existing conditions assessment, including ecological assessment, 1D hydraulic existing conditions model results, and sufficient information on the conceptual elements to guide the next stage of design for non-bridge or crossing related components.

3.1 Assumptions:

- Analysis, development, and execution of all design of the bridge and/or crossing will be completed by others. Consultant will not be the engineer of record for these components.
- Consultant will coordinate development of the 35% BOD and design plan set for the restoration and environmental education/sustainable public access components only. The structural, geotechnical, and transportation design informing the bridge and/or crossing basis of design will be developed by others.
- Engineer's estimate for probable construction cost will be led by others

with support from Consultant on habitat restoration design components.

3.2 Deliverables:

- 35% Basis of Design Report including design plans for restoration, crossings (prepared by others), environmental education, and sustainable public access

3.2.1 Subtask 3a. Restoration Design

Consultant will develop priority restoration actions identified in the Site Master Planning process to 35% design plans and documentation. A Restoration and Adaptive Management and Monitoring Plan will be prepared for ecological restoration of aquatic, floodplain, and upland habitat. The Plan will address implementation, stewardship, monitoring, and adaptive management of the 5- to 10-year post-Project establishment period.

3.2.2 Subtask 3b. Bridge and Low Water Crossing Design

The structural, geotechnical, and bridge and low water crossing designs will be developed by others.

3.2.3 Subtask 3c. Public Access Design

This subtask includes 35% design of a gathering area, environmental education interpretive signage, parking, and associated sustainable access features for the initial phase of site environmental education programs. Consultant will support New West Land in developing 35% access designs for the Phase 1 area and supporting graphics, including measures to control unauthorized access to the site. including measures to control unauthorized access to the site.

TIMELINE AND DELIVERABLES PART 1

Task	Task	Deliverables	Expected Start Date	Expected Completion Date
1	Project Management	Quarterly invoices and progress reports	5/1/2025	2/1/2027
2	Site Activation and Master Planning	Site Master Plan Document	5/1/2025	2/1/2027
2a	Programmatic Restoration Planning			
2b	Environmental Education and Sustainable Access Planning			
2c.	Pre-project Implementation			
3	Conceptual Design		11/1/2025	2/1/2027
3a.	Restoration Design	35% Restoration Design Plans and Specifications - Restoration and Monitoring Plan		
3c	Environmental Education and Access Program Designs	35% Env Ed and Access Design Plans		

ATTACHMENT 2

EXHIBIT B

RATE SCHEDULE

Billing Classification	Hourly Rate
Scientist/Administrator 1	\$80
Scientist/Administrator 2	\$90
Scientist/Administrator 3	\$101
Scientist/Engineer 4	\$110
Scientist/Engineer 5	\$115
Scientist/Engineer 6	\$125
Scientist/Engineer 7	\$130
Scientist/Engineer 8	\$135
Scientist/Engineer 9	\$140
Scientist/Engineer 10	\$150
Scientist/Engineer 11	\$159
Scientist/Engineer 12	\$168
Scientist/Engineer 13	\$179
Scientist/Engineer 14	\$190
Scientist/Engineer 15	\$200
Scientist/Engineer 16	\$210
Scientist/Engineer 17	\$225
Scientist/Engineer 18	\$244
Scientist/Engineer 19	\$255
Scientist/Engineer 20	\$270

The rates are applied for labor-hour level of effort contracts and hourly rates will be adjusted on January 1 each year. Reimbursement is for at-cost expenses, including for subconsultants, reproductions/exhibit printing, equipment use charges, transportation and lodging for Northern California experts (such as the fluvial geomorphologists and/or aquatic ecologists) at economy rates. Mileage reimbursement for the approved travel to the Project site and any required meetings, as directed by the City, per the standard published annual IRS mileage rate for the current calendar year. All costs are reimbursed by the awarded WCB Grant funds.

EXHIBIT A TO AMENDMENT NO. 10
PROFESSIONAL SERVICES AGREEMENT WITH STILLWATER ECOSYSTEM,
WATERSHED & RIVERINE SCIENCES, DATED SEPTEMBER 23, 2020

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of September 23, 2020 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Stillwater Ecosystem, Watershed and Riverine Sciences, 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 24, 2021, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

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

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

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

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

3. MANAGEMENT

City 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 Ten Thousand Dollars (\$10,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

(c) Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty

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

5. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

6. OWNERSHIP OF DOCUMENTS

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

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant, so long as the Consultant is not held responsible. 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 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 to the extent caused by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or Subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnity for other than professional liability

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

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

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

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

10. LEGAL RESPONSIBILITIES

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

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this

Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

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

To City:	City of Industry 15625 E. Stafford, Suite 100 City of Industry, CA 91744 Attention: City Manager
With a Copy To:	Casso & Sparks, LLP 13300 Crossroads Parkway North, Suite 410 City of Industry, CA 91746 Attention: James M. Casso, City Attorney
To Consultant:	Stillwater Ecosystem, Watershed and Riverine Sciences 555 W. 5 th Street, 35 th Floor Los Angeles, CA 90013 Attention: Wendy Katagi, Senior Manager

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.

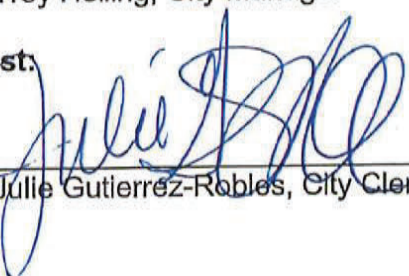
23. AUTHORITY TO EXECUTE THIS AGREEMENT

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.

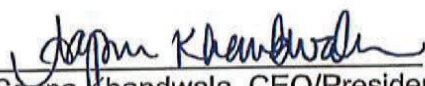
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

"CITY"
City of Industry

By: 
Troy Helling, City Manager

Attest:
By: 
Julie Gutierrez-Robles, City Clerk

"CONSULTANT"
Stillwater Ecosystem, Watershed and
Riverine Sciences

By: 
Sapna Khandwala, CEO/President

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 work at Follows Camp:

Conduct up to three (3) meetings, including producing meeting summaries for each meeting, to address study questions and environmental needs related to Follows Camp with the following topics/services:

1. Fisheries science
2. Permitting strategy (California Department of Fish and Wildlife)
3. Grant funding strategy
4. Initial design-related concept development

EXHIBIT B
RATE SCHEDULE

Classification	Hourly Rate
Scientist Administrator 1	\$65
Scientist Administrator 2	\$76
Scientist Administrator 3	\$84
Scientist Engineer 4	\$93
Scientist Engineer 5	\$99
Scientist Engineer 6	\$107
Scientist Engineer 7	\$113
Scientist Engineer 8	\$117
Scientist Engineer 9	\$126
Scientist Engineer 10	\$133
Scientist Engineer 11	\$144
Scientist Engineer 12	\$151
Scientist Engineer 13	\$161
Scientist Engineer 14	\$170
Scientist Engineer 15	\$182
Scientist Engineer 16	\$196
Scientist Engineer 17	\$219
Scientist Engineer 18	\$230
Scientist Engineer 19	\$245
Scientist Engineer 20	\$260

Rates listed above are for calendar year 2020. Hourly rates will be adjusted on January 1st of each year.

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ITEM NO. 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: October 7, 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 without 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; and

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 special meeting held on October 7, 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.