



**SUCCESSOR AGENCY TO THE
INDUSTRY URBAN-
DEVELOPMENT AGENCY
REGULAR MEETING
AGENDA**

CHAIR CORY C. MOSS
VICE CHAIR MICHAEL GREUBEL
BOARD MEMBER STEVE MARCUCCI
BOARD MEMBER MARK D. RADECKI
BOARD MEMBER NEWELL RUGLES

MARCH 26, 2026 AT 9:00 AM

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

ADDRESSING THE SUCCESSOR AGENCY:

Agenda Items: Members of the public may address the Successor Agency 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 Successor Agency is asked to complete a Speaker's Card which can be found at the back of the room and at each 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 Successor Agency.

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

At the time of publication, no Board Member intends 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: 244 802 320 894 16

Meeting Passcode: Rr3ap7GK

Or call in (audio only)

+1 657-204-3264,

Phone Conference ID: 919 126 908#

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 March 12, 2026

RECOMMENDED ACTION:

Ratify the Register of Demands for March 12, 2026, and authorize the appropriate Officials to pay the bills.

6.2. Consideration of the Register of Demands for March 26, 2026

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

6.3. Consideration of the Minutes of the November 18, 2025 Special Meeting, and the December 11, 2025 Special Meeting

RECOMMENDED ACTION: Approve as submitted.

6.4. Consideration of Amendment No. 7 to the Agreement for Consulting Services with Sage Environmental Group, LLC for environmental consulting services for the Industry Business Center, extending the term through June 30, 2029, and revising the rate schedule (MP 99-31 #16)

RECOMMENDED ACTION: Approve the Amendment.

6.5. Consideration of Amendment No. 8 to the Agreement for Consulting Services with Sage Environmental Group LLC, for environmental consulting services for the Diamond Bar Creek Restoration Project, extending the term through June 30, 2029 and revising the rate schedule (MP 99-31 #26)

RECOMMENDED ACTION: Approve the Amendment.

7. **ACTION ITEMS-NONE**
8. **PUBLIC HEARINGS-NONE**
9. **CLOSED SESSION-NONE**
10. **EXECUTIVE DIRECTOR COMMUNICATIONS**

11. **AB 1234 REPORTS**
12. **BOARD MEMBER COMMUNICATIONS**
13. **PUBLIC COMMENTS**
14. Adjournment. The next regular Successor Agency to the Industry Urban-Development Agency Meeting is Thursday, April 23, 2026, at 9:00 AM.

ITEM NO. 6.1

**SUCCESSOR AGENCY TO THE
INDUSTRY URBAN-DEVELOPMENT AGENCY
AUTHORIZATION FOR PAYMENT OF BILLS
March 12, 2026**

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
222	IUDA ADMIN	119,989.87
221	IUDA PROJECT 1	0.00
	IUDA PROJECT 2	0.00
	IUDA PROJECT 3	0.00
TOTAL ALL FUNDS		119,989.87

BANK RECAP:

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
WFBK	WELLS FARGO - CKING ACCOUNT	119,989.87
BOFA	BANK OF AMERICA	-
TOTAL ALL BANKS		119,989.87

APPROVED PER EXECUTIVE DIRECTOR



DATE



**Successor Agency To The
Industry Urban Development Agency
Wells Fargo Bank
March 12, 2026**

Check	Date	Payee Name	Check Amount
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IUDAADM.WF.CHK - IUDA Admin WF Checking

Check	Date	Payee Name	Check Amount	
33616	02/25/2026	INDUSTRY PUBLIC UTILITY COMMISSI	\$190.25	
	Invoice	Date	Description	Amount
	2026-00001379	02/06/2026	1/1-1/21/26-370 GRAND AVE SOUTH	\$71.12
	2026-00001380	02/06/2026	1/1-2/1/26 SVC-#3 B STREET LOOP, IBC EAST	\$17.34
	2026-00001381	02/06/2026	1/1-2/1/26 SVC-#4 B STREET LOOP, IBC EAST	\$14.76
	2026-00001382	02/06/2026	1/1-2/1/26 SVC-1 MARCELLIN DR	\$14.79
	2026-00001383	02/26/2026	1/1-2/1/26 SVC-2 MARCELLIN DR	\$14.01
	2026-00001384	02/06/2026	1/1-2/1/26 SVC-3 MARCELLIN DR	\$14.08
	2026-00001385	02/06/2026	1/1-2/1/26 SVC-1 GRAND CROSSING PKWY	\$14.09
	2026-00001386	02/06/2026	1/1-2/1/26 SVC-2 GRAND CROSSING PKWY	\$14.00
	2026-00001387	02/06/2026	1/1-2/1/26 SVC-#6 INDUSTRY WAY	\$16.06

Check	Date	Payee Name	Check Amount	
33617	03/04/2026	WALNUT VALLEY WATER DISTRICT	\$5,594.62	
	Invoice	Date	Description	Amount
	5575177	02/10/2026	1/1-1/31/26 SVC-SE GRAND XING PKWY #1	\$255.27
	5575178	02/10/2026	1/1-1/31/26 SVC-SE GRAND XING PKWY #2	\$256.00
	5575179	02/10/2026	1/1-1/31/26 SVC-SE GRAND XING PKWY #3	\$294.69
	5575180	02/10/2026	1/1-1/31/26 SVC-SE GRAND XING PKWY #4	\$298.34
	5575181	02/10/2026	1/1-1/31/26 SVC-SE GRAND XING PKWY #5	\$164.02
	5575175	02/10/2026	1/1-1/31/26 SVC-SE GRAND XING PKWY #6	\$191.76
	5575174	02/10/2026	1/1-1/31/26 SVC-SE GRAND XING PKWY #7	\$233.37
	5575182	02/10/2026	1/1-1/31/26 SVC-MARCELLIN DR MTR #1	\$201.98
	5575183	02/10/2026	1/1-1/31/26 SVC-MARCELLIN DR MTR #2	\$179.35
	5575171	02/10/2026	1/1-1/31/26 SVC-MARCELLIN DR MTR #3	\$180.08
	5575184	02/10/2026	1/1-1/31/26 SVC-MARCELLIN DR MTR #4	\$176.43
	5575196	02/10/2026	1/1-1/31/26 SVC-MARCELLIN DR MTR #5	\$291.04

**Successor Agency To The
Industry Urban Development Agency
Wells Fargo Bank
March 12, 2026**

Check	Date	Payee Name	Check Amount
IUDAADM.WF.CHK - IUDA Admin WF Checking			
5575197	02/10/2026	1/1-1/31/26 SVC-MARCELLIN DR MTR #6	\$140.79
5575190	02/10/2026	1/1-1/31/26 SVC-INDUSTRY WAY #1	\$238.48
5575191	02/10/2026	1/1-1/31/26 SVC-INDUSTRY WAY #2	\$190.30
5575185	02/10/2026	1/1-1/31/26 SVC-INDUSTRY WAY #3	\$193.95
5575186	02/10/2026	1/1-1/31/26 SVC-INDUSTRY WAY #4	\$198.33
5575187	02/10/2026	1/1-1/31/26 SVC-INDUSTRY WAY #5	\$197.60
5575188	02/10/2026	1/1-1/31/26 SVC-INDUSTRY WAY #6	\$165.48
5575189	02/10/2026	1/1-1/31/26 SVC-INDUSTRY WAY #7	\$165.48
5575195	02/10/2026	1/1-1/31/26 SVC-INDUSTRY WAY #8	\$187.38
5575192	02/10/2026	1/1-1/31/26 SVC-INDUSTRY WAY #9	\$186.65
5575193	02/10/2026	1/1-1/31/26 SVC-INDUSTRY WAY #10	\$163.29
5575194	02/10/2026	1/1-1/31/26 SVC-INDUSTRY WAY #11	\$162.56
5575091	02/10/2026	1/1-1/31/26 SVC-KOHL'S CENTER MEDIAN	\$184.44
5575218	02/10/2026	1/1-1/31/26 SVC-SE GRAND CROSSING PKWY-TEMP	\$497.56
33618	03/12/2026	CNC ENGINEERING	\$64,045.00
Invoice	Date	Description	Amount
514559	02/26/2026	IBC-SLOPES LANDSCAPE MAINT	\$1,695.00
514560	02/26/2026	IMPROVEMENTS TO MAINT ACCESS RDS	\$3,360.00
514561	02/26/2026	IBC-FUTURE PHASES AND STUDIES	\$19,647.50
514562	02/26/2026	IBC-TRAFFIC MITIGATION	\$900.00
514563	02/26/2026	IBC TRAFFIC MITIGATION-GRAND AVE & FERRERO PK	\$3,462.50
514564	02/26/2026	IBC TRAFFIC MITIGATION-BREA CYN & CHERYL LN	\$11,535.00
514557	02/26/2026	BAKER PKY SLOPE MAINT	\$1,485.00
514558	02/26/2026	GRAND AVE/GOLDEN SPRINGS DR IMPROVEMENTS	\$420.00
514565	02/26/2026	ROUTE 57/60 CONFLUENCE PROJECT	\$190.00
514566	02/26/2026	INDUSTRY EAST TRAFFIC MITIGATION	\$3,862.50

**Successor Agency To The
Industry Urban Development Agency
Wells Fargo Bank
March 12, 2026**

Check	Date		Payee Name	Check Amount
IUDAADM.WF.CHK - IUDA Admin WF Checking				
514567	02/26/2026		IE TRAFFIC MITIGATION-GRAND AVE/LA PUENTE	\$14,950.00
514568	02/26/2026		IE TRAFFIC MITIGATION-VALLEY BLVD/LEMON AVE	\$2,537.50
33619	03/12/2026		RKA CONSULTING GROUP	\$50,160.00
	Invoice	Date	Description	Amount
	36795	02/18/2026	CITY OF WALNUT-STREET IMPROVEMENTS	\$50,160.00

Checks	Status	Count	Transaction Amount
	Total	4	\$119,989.87

ITEM NO. 6.2

**SUCCESSOR AGENCY TO THE
INDUSTRY URBAN-DEVELOPMENT AGENCY
AUTHORIZATION FOR PAYMENT OF BILLS
March 26, 2026**

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
222	IUDA ADMIN	1,000,379.86
221	IUDA PROJECT 1	0.00
	IUDA PROJECT 2	0.00
	IUDA PROJECT 3	0.00
TOTAL ALL FUNDS		1,000,379.86

BANK RECAP:

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
WFBK	WELLS FARGO - CKING ACCOUNT	1,000,379.86
BOFA	BANK OF AMERICA	-
TOTAL ALL BANKS		1,000,379.86

APPROVED PER EXECUTIVE DIRECTOR

DATE



3/19/26

**Successor Agency To The
Industry Urban Development Agency
Wells Fargo Bank
March 26, 2026**

Check	Date	Payee Name	Check Amount
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IUDAADM.WF.CHK - IUDA Admin WF Checking

33620	03/26/2026		CNC ENGINEERING	\$60,883.75
	Invoice	Date	Description	Amount
	514647	03/12/2026	BAKER PKY SLOPE MAINT	\$1,650.00
	514648	03/12/2026	GRAND AVE/GOLDEN SPRINGS DR IMPROVEMENTS	\$525.00
	514655	03/12/2026	ROUTE 57/60 CONFLUENCE PROJECT	\$190.00
	514656	03/12/2026	INDUSTRY EAST TRAFFIC MITIGATION	\$4,235.00
	514657	03/12/2026	IE TRAFFIC MITIGATION-GRAND AVE/LA PUENTE	\$13,460.00
	514658	03/12/2026	IE TRAFFIC MITIGATION-VALLEY BLVD/LEMON AVE	\$2,900.00
	514649	03/12/2026	IBC-SLOPES LANDSCAPE MAINT	\$2,070.00
	514650	03/12/2026	IMPROVEMENTS TO MAINT ACCESS RDS	\$1,890.00
	514651	03/12/2026	IBC-FUTURE PHASES AND STUDIES	\$21,508.75
	514652	03/12/2026	IBC-TRAFFIC MITIGATION	\$600.00
	514653	03/12/2026	IBC TRAFFIC MITIGATION-GRAND AVE & FERRERO PK	\$2,900.00
	514654	03/12/2026	IBC TRAFFIC MITIGATION-BREA CYN & CHERYL LN	\$8,955.00
<hr/>				
33621	03/26/2026		CT&T CONCRETE PAVING INC.	\$934,708.61
	Invoice	Date	Description	Amount
	#4GLP-0391	03/01/2026	GRAND AVE & LA PUENTE RD INTERSECTION IMPROV	\$983,903.80
<hr/>				
33622	03/26/2026		VERDANTAS INC.	\$4,787.50
	Invoice	Date	Description	Amount
	80605	03/05/2026	GEO SVC-LA PUENTE RD INTERSECTION	\$4,787.50

Checks	Status	Count	Transaction Amount
	Total	3	\$1,000,379.86

ITEM NO. 6.3

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY
SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
NOVEMBER 18, 2025
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CALL TO ORDER

The Special Meeting of the Successor Agency to the Industry Urban-Development Agency was called to order by Chair C. Moss at 9:00 a.m., in the City of Industry Council Chamber, 15651 Mayor Dave Way, California.

FLAG SALUTE

The flag salute was led by Chair Moss.

AB 2449 VOTE ON EMERGENCY CIRCUMSTANCES (IF NECESSARY)

There was no need for AB 2449 vote since there were no Board Members taking part remotely. The webcast was then terminated.

ROLL CALL

PRESENT: Cory C. Moss, Chair
Michael Greubel, Vice Chair
Steve Marcucci, Board Member
Mark D. Radecki, Board Member
Newell Ruggles, Board Member

STAFF PRESENT: Joshua Nelson, Executive Director; Bing Hyun, Assistant Executive Director; James M. Casso, Legal Counsel; Bianca Sparks, Assistant Legal Counsel; and Julie Gutierrez-Robles, Secretary.

PRESENTATIONS

There were none.

CONSENT ITEMS

Board Member Ruggles asked for a staff report on Item No. 6.2

6.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR NOVEMBER 13, 2025

RECOMMENDED ACTION: *Ratify the Register of Demands for November 13, 2025, and authorize the appropriate Commission Officials to pay the bills.*

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY
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CITY OF INDUSTRY, CALIFORNIA
NOVEMBER 18, 2025
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6.2 CONSIDERATION OF AUTHORIZATION TO ADVERTISE PUBLIC BIDS FOR CONTRACT NO. BP-0393, BAKER PARKWAY PAVEMENT REHABILITATION, ET AL., FOR AN ESTIMATE COST OF \$14,880,400.00

RECOMMENDED ACTION: Approve the plans and specifications and authorize the solicitation of public bids.

Senior Director of Engineering from CNC Engineering James Cramise provided a staff report and was available to answer any questions.

Board Member Ruggles asked whether the striping in the parking would remain the same. He also asked about the funding for the street improvements, noting that much of the wear and tear on the street appears to have been caused by nearby construction and truck traffic from the warehouses, and whether any of those costs could be passed on to the businesses.

Senior Director of Engineering from CNC Engineering James Cramise responded that the striping will remain the same.

Executive Director Joshua Nelson responded that the project funding had been approved through the Recognized Obligation Payment Schedule (ROPS).

Mike Greenspan and Armando Herman each spoke for one minute in opposition to the Consent Calendar.

Chair Moss asked if there were any more public comments regarding the Consent Calendar. There were none.

MOTION BY VICE CHAIR GREUBEL, AND SECOND BY BOARD MEMBER RADECKI TO APPROVE THE CONSENT CALENDAR. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	MARCUCCI, RADECKI, RUGGLES, VC/GREUBEL, C/MOSS
NOES:	BOARD MEMBERS:	NONE
ABSENT	BOARD MEMBERS:	NONE
ABSTAIN	BOARD MEMBERS:	NONE

ACTION ITEMS – NONE

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY
SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
NOVEMBER 18, 2025
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PUBLIC HEARINGS - NONE

CLOSED SESSION-NONE

EXECUTIVE DIRECTOR COMMUNICATIONS

There were none.

AB 1234 REPORTS

There were none.

BOARD MEMBER COMMUNICATIONS

There were none.

ADJOURNMENT

There being no further business, the Successor Agency to the Industry Urban-Development Agency adjourned at 9:16 a.m.

Cory C. Moss, Chair

Julie Gutierrez-Robles, Secretary

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY
SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
DECEMBER 11, 2025
PAGE 1

CALL TO ORDER

The Special Meeting of the Successor Agency to the Industry Urban-Development Agency was called to order by Chair C. Moss at 8:30 a.m., in the City of Industry Council Chamber, 15651 Mayor Dave Way, California.

FLAG SALUTE

The flag salute was led by Chair Moss.

AB 2449 VOTE ON EMERGENCY CIRCUMSTANCES (IF NECESSARY)

There was no need for AB 2449 vote since there were no Board Members taking part remotely. The webcast was then terminated.

ROLL CALL

PRESENT: Cory C. Moss, Chair
Michael Greubel, Vice Chair
Steve Marcucci, Board Member
Mark D. Radecki, Board Member

ABSENT: Newell W. Ruggles, Board Member

STAFF PRESENT: Joshua Nelson, Executive Director; Bing Hyun, Assistant Executive Director; James M. Casso, Legal Counsel; and Julie Gutierrez-Robles, Secretary.

PRESENTATIONS

There were none.

CONSENT ITEMS

6.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR NOVEMBER 27, 2025

RECOMMENDED ACTION: Ratify the Register of Demands for November 27, 2025, and authorize the appropriate Commission Officials to pay the bills.

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY
SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
DECEMBER 11, 2025
PAGE 2

6.2 CONSIDERATION OF THE REGISTER OF DEMANDS FOR DECEMBER 11, 2025

RECOMMENDED ACTION: *Approve the Register of Demands and authorize the appropriate personnel to pay the bills.*

6.3 CONSIDERATION OF THE MINUTES OF THE APRIL 24, 2025, REGULAR MEETING, AUGUST 28, 2025, REGULAR MEETING, SEPTEMBER 25, 2025, REGULAR MEETING, AND THE OCTOBER 22, 2025, SPECIAL MEETING

RECOMMENDED ACTION: *Approve as submitted.*

6.4 CONSIDERATION OF RESOLUTION NO. SA 2025-02 – A RESOLUTION OF THE SUCCESSOR AGENCY OF THE FORMER INDUSTRY URBANDEVELOPMENT AGENCY APPROVING AN ADMINISTRATIVE BUDGET FOR THE PERIOD OF JULY 1, 2026, TO JUNE 30, 2027

RECOMMENDED ACTION: *Adopt Resolution No. SA 2025-02.*

6.5 CONSIDERATION OF RESOLUTION NO. SA 2025-03 – A RESOLUTION OF THE SUCCESSOR AGENCY OF THE FORMER INDUSTRY URBANDEVELOPMENT AGENCY ADOPTING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD OF JULY 1, 2026 TO JUNE 30, 2027 (ROPS 26-27) PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177

RECOMMENDED ACTION: *Adopt Resolution No. SA 2025-03.*

Chair Moss asked if there were any public comments regarding the Consent Calendar. There were none.

MOTION BY VICE CHAIR GREUBEL, AND SECOND BY BOARD MEMBER MARCUCCI TO APPROVE THE CONSENT CALENDAR. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	MARCUCCI, RADECKI, VC/GREUBEL, C/MOSS
NOES:	BOARD MEMBERS:	NONE
ABSENT	BOARD MEMBERS:	RUGGLES
ABSTAIN	BOARD MEMBERS:	NONE

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY
SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
DECEMBER 11, 2025
PAGE 3

ACTION ITEMS – NONE

PUBLIC HEARINGS - NONE

CLOSED SESSION-NONE

EXECUTIVE DIRECTOR COMMUNICATIONS

There were none.

AB 1234 REPORTS

There were none.

BOARD MEMBER COMMUNICATIONS

There were none.

ADJOURNMENT

There being no further business, the Successor Agency to the Industry Urban-Development Agency adjourned at 8:34 a.m.

Cory C. Moss, Chair

Julie Gutierrez-Robles, Secretary

ITEM NO. 6.4



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

MEMORANDUM

TO: Honorable Chairperson and Members of the Board

FROM: Joshua Nelson, Executive Director

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

DATE: March 26, 2026

SUBJECT: Consideration of Amendment No. 7 to the Agreement for Consulting Services with Sage Environmental Group, LLC for environmental consulting services for the Industry Business Center, extending the term through June 30, 2029, and revising the rate schedule (MP 99-31 #16)

Background:

On July 18, 2013, the Successor Agency to the Industry Urban-Development Agency (“Agency”) approved an Agreement for Consulting Services (“Agreement”) with Sage Environmental Group (“Sage”) for biological and regulatory compliances services for the Industry Business Center (“IBC”). The scope of services includes Biological Monitoring – Pre-Construction and Construction Phase, Native Landscaping Master Plan, and Coastal Sage Scrub (“CSS”) and Purple Needlegrass Habitat Mitigation and Monitoring Plan (“HMMP”).

On October 13, 2016, the Agency approved Amendment No. 1 to include providing a Paleontological Monitoring and Mitigation Plan for the State Route 57/60 Confluence project, daily monitoring of construction excavations, and a companion budget increase of \$250,872.60. On January 25, 2018, Amendment No. 2 was approved to extend the paleontological monitoring services for the project with a companion budget increase of \$283,172.60.

Given the ongoing construction of the IBC that involved implementing the required United States Fish and Wildlife Service and California Department of Fish and Wildlife cow bird trapping program, which also required some daily monitoring, in November 29, 2018, the Agency Board approved Amendment No. 3. Additionally, as the construction of the off-ramp wall footing foundation progressed, significant fossils were encountered that required preparation and filing of a positive paleontology report, and identification and curation of fossils discovered during monitoring. The compensation was increased by \$60,000 for these services through December 31, 2020. On March 25, 2021, Amendment No. 4 was approved to revise the indemnity provisions, increase compensation by \$110,000.00, extend the term through June 30, 2022, and update the address for the City Attorney. On June 23, 2022, Amendment No. 5 was approved to

extend the term through June 30, 2023, revise the rate schedule, increase compensation by \$60,000.00, and revise the address for the Agency. On July 27, 2023, Amendment No. 6 was approved to extend the term through June 30, 2026, revise the rate schedule, and increase compensation by \$180,000.00.

Discussion:

The environmental mitigation work at the IBC is ongoing, and Sage continues to provide all of the required resource agency permitting, biological monitoring and implementing the mitigation and monitoring plans, including mitigation implementation services for the 10-acre Coastal Sage Scrub slope. The Agreement expires on June 30, 2026, and Staff is recommending the Agency approve Amendment No. 7, extending the term through June 30, 2029, and amending the rate schedule to reflect Sage's current rates.

Fiscal Impact:

Sage is approved in the Recognized Obligation Payment Schedule 25-26 under line item no. 199 with a budget of \$100,000.00 and \$120,000.00 for the proposed 26-27 ROPS.

Recommendation:

Staff recommends that the Board approve Amendment No. 7 to the Agreement for Consulting Services with Sage.

Exhibits:

1. Amendment No. 7 to Agreement for Consulting Services with Sage Environmental Group dated March 26, 2026
2. Approval Letter - Sage Environmental

**AMENDMENT NO. 7
TO AGREEMENT FOR CONSULTING SERVICES WITH
SAGE ENVIRONMENTAL GROUP**

This Amendment No. 7 to the Agreement for Consulting Services (“Agreement”), is made and entered into this 26th day of March, 2026 (“Effective Date”), by and between the Successor Agency to the Industry Urban-Development Agency, a public body, corporate and politic (“Agency”) and Sage Environmental Group LLC, a California Limited Liability Company (“Consultant”). The Agency and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about July 18, 2013, the Agency approved an Agreement for Consulting Services (“Agreement”) with Consultant to provide biological and regulatory compliance services at the Industry Business Center (“IBC”); and

WHEREAS, on or about October 13, 2016 the Agency approved Amendment No. 1 to include archaeological and paleontological services for the State Route 57/State Route 60 confluence at Grand Avenue Project, as Caltrans required that a qualified paleontologist produce a Paleontological Monitoring and Mitigation Plan for the project, and supervise monitoring of construction activities, and a companion increase in compensation of \$6,431.60; and

WHEREAS, on or about January 25, 2018 the Agency approved Amendment No. 2 to include daily archaeological and paleontological monitoring for the State Route 57/State Route 60 confluence at Grand Avenue Project, and a companion increase in compensation of \$32,300.00; and

WHEREAS, on or about November 29, 2018 the Agency approved Amendment No. 3 for an increase of \$60,000.00 in the compensation given the ongoing IBC construction phase biological monitoring, including implementation of resource Agency-required cowbird trapping program, and paleontology reporting, identification and curation of fossils; and

WHEREAS, on or about March 25, 2021 the Agency approved Amendment No. 4 for an extension through June 30, 2022, a revised Rate Schedule to reflect the Consultant’s current rates, and a companion increase in compensation of \$110,000.00. Additionally, it was necessary to comply with best practices and include indemnity language specific to independent contractors, and update the current address for the General Counsel; and

WHEREAS, on or about June 23, 2022 the Agency approved Amendment No. 5 for an extension through June 30, 2023, to continue providing biological and regulatory compliance services at the IBC, a revised Rate Schedule to reflect the Consultant’s current rates, and a companion increase in compensation of \$50,000.00. Additionally, it was necessary to update the current address for the Agency; and

WHEREAS, on or about July 27, 2023 the Agency approved Amendment No. 6 for an extension through June 30, 2026, to continue providing biological and regulatory compliance services at the IBC, a revised Rate Schedule to reflect the Consultant’s current rates, and a companion increase in compensation of \$180,000.00.

WHEREAS, the Agreement expires on June 30, 2026, and an extension through June 30, 2029 is needed for Consultant to continue providing biological and regulatory compliance services at the IBC, which includes implementing required mitigation work. Additionally, an amended Rate Schedule is included to reflect the Consultant’s current rates; and

WHEREAS, for the reasons set forth herein, the Agency and Consultant desire to enter into this Amendment No. 7, 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:

3. Term of Agreement

Section 3 is hereby revised to read in its entirety as follows:

This Agreement shall commence on Effective Date, and shall remain in full force and effect until June 30, 2029, unless sooner terminated as provided in Section 4 herein.

Exhibit C, Rate Schedule

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

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

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 7 to the Agreement as of the Effective Date.

(SIGNATURES ON THE FOLLOWING PAGE)

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

“CONSULTANT”
SAGE ENVIRONMENTAL GROUP,
LLC

By: _____
Joshua Nelson, Executive Director

By: _____
Alissa Cope, Principal

Attest:

By: _____
Julie Gutierrez-Robles, Secretary

APPROVED AS TO FORM

By: _____
James M. Casso, General Counsel

**ATTACHMENT 1
EXHIBIT C**

Rate Schedule

Charges for professional, technical, administrative and prevailing wage services and equipment directly charging time and materials to the project will be calculated and billed based on the following.

Professional Services	Rate (per hour)
Principal in Charge	\$ 300.00
Project Manager	\$ 250.00
Senior Biologist/Botanist	\$ 200.00
Senior Regulatory Specialist	\$ 180.00
Associate Biologist/Botanist	\$ 180.00
Senior Cultural Resources Specialist	\$ 200.00
Associate Cultural Resources Specialist	\$ 180.00
Principal Environmental Planner	\$ 200.00
Associate Environmental Planner	\$ 180.00
CADD/GIS Technician	\$ 160.00
Word Processor	\$ 90.00

Consultant holds active California State Contractors License Number 947034 (C27-Landscaping)

Landscape Maintenance Prevailing Wage Classifications (rate per hour)

- Landscape Supervisor/Project Manager \$180.00
- Skilled Laborer (Licensed Herbicide Applicator) \$ 140.00
- Foreman (Crew Lead) \$120.00
- Landscape Maintenance Laborer (Crew II) \$90.00

Construction Prevailing Wage Classifications (rate per hour)

- Landscape Operating Engineer \$210.00
- Landscape Irrigation and Hydroseed Laborer \$180.00
- Construction Laborer \$120.00

Equipment (rates are per day)

- 4x4 Truck (F150, F250) \$200.00
- Water Trailer \$350.00
- Stakebed Truck \$400.00
- ATC (Kubota) \$250.00
- Spray Rig (Kubota mounted) \$550.00
- Bobcat, Loader, Excavator, Skid Steer \$850.00
- Rotary Mower Attachment \$ 350.00
- Rotary Forestry Attachment \$450.00
- Forestry (FECOM) Attachment. \$450.00
- Water Truck, Dump Truck \$700.00
- Chipper, Hydroseeder \$450.00
- Roll-off Truck \$600.00
- GPS Unit \$50.00
- Herbicide and adjuvant per oz billing rates provided upon request

EXHIBIT A TO AMENDMENT NO. 7
AGREEMENT FOR CONSULTING SERVICES WITH SAGE GROUP
ENVIRONMENTAL DATED JULY 18, 2013

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES is entered into this 18th day of July, 2013 (the "Effective Date") by and between the **SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY**, (the "Agency") and **SAGE ENVIRONMENTAL GROUP**, a California Corporation ("Consultant").

RECITALS

A. Agency has determined that it requires biological and regulatory compliance services from a consultant for the Industry Business Center.

B. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, Agency and Consultant agree, as follows:

1. Consultant's Services.

a. Scope of Services. Subject to the terms and conditions set forth in this Agreement, Consultant shall perform the services set forth in the Scope of Work attached hereto and incorporated herein as Exhibit "A" ("Scope of Work").

b. Project Manager. Consultant's Project Manager on this project will be Alissa Cope, who will have the overall responsibility and will supervise the work performed by Consultant on this project.

c. Personnel. Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but Agency reserves the right, for good cause, to require Consultant to exclude any employee from performing services on Agency's premises.

d. Licenses. Consultant will obtain all necessary licenses, permits and other approvals to perform the work specified in this Agreement and will pay all fees or taxes required for the issuance of the same.

e. Changes to Scope and Cost of Work. Agency or Consultant may, from time to time, request changes in the scope of services and costs in this Agreement to be performed hereunder. Before any work is performed beyond the scope of services in this Agreement, such changes must be mutually agreed upon between Consultant and Agency and incorporated in written amendments to this Agreement.

f. Time for Performance. Consultant shall commence the services on the Effective Date and perform all services in conformance with the project timeline established by the Executive Director, set forth as Exhibit "B."

2. City Representative.

The Executive Director or his designee shall represent the Agency in the implementation of this Agreement.

3. Term of Agreement.

This Agreement shall commence on the Effective Date and shall remain in full force and effect until December 31, 2020, unless sooner terminated as provided in Section 4 herein.

4. Termination.

The Agency may terminate this Agreement for any reason on ten (10) calendar days written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty (60) calendar days written notice to Agency. The effective date of termination shall be upon the date specified in the notice of termination, or, in the event no date is specified, upon the thirtieth (30th) day following delivery of the notice. Consultant agrees to cease all work under this Agreement on or before the effective date of such notice. In the event of termination by Agency, due to no fault or failure of performance by Consultant, Consultant shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. Consultant shall have no other claim against Agency by reason of such termination.

5. Compensation.

a. Compensation [check applicable provision]

Agency will compensate Consultant for the services provided to the reasonable satisfaction of the Agency pursuant to this Agreement. The project will have multiple phases and the exact details of those phases are yet to be determined. At this time and based on the estimated total cost, the total budget for the Consultant has been set at \$244,441. However pursuant to California Assembly Bill No. 1484, the Agency is required to prepare Recognized Obligation Payment Schedules or "ROPS" on a 6 month basis. The ROPS are reviewed for approval by the Oversight Board of the Agency and the State of California Department of Finance. This Agreement and Consultant will be listed in each ROPS for the estimated amount of the services to be provided by Consultant and the compensation projected to be required under this Agreement for each appropriate ROPS period. If the applicable line item in the ROPS is approved by the Agency, Oversight Board and Department of Finance, the Consultant will be notified of the approved amount. The Consultant shall not, during the 6 month period which is the subject of the approved ROPS, provide any services that requires compensation under this Agreement in an amount which exceeds the amount approved under the applicable line item,

based on the hourly rates set forth in Exhibit C attached hereto and incorporated herein by this reference. The initial amount for the ROPs 13-14A period (July 1, 2013 through December 31, 2013) has been approved for \$35,000. At the end of each 6 month period, the amount that was approved for that period will be reduced to zero and the amount approved in the next ROPs will become the new amount which shall not be exceeded during the next applicable 6 month period. Actual payments made to the Consultant will be continuously deducted from the total budgeted amount of \$244,441 until that amount has been fully exhausted or the project which is the subject to this Agreement has been completed. No amounts described above shall be exceeded except upon and pursuant to the prior written authorization by the Agency.

Agency will compensate Consultant for the services provided to the reasonable satisfaction of the Agency pursuant to this Agreement in an aggregate amount not to exceed \$ _____. Such amount may only be exceeded upon and pursuant to the prior written authorization by the Agency.

b. Expenses [check applicable provision]

The amount set forth in paragraph a shall include Consultant's fees for the services as well as the actual cost of any equipment, materials, and supplies incurred by consultant in performing the work contemplated by this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable).

Consultant shall be entitled to reimbursement only for those expenses expressly set forth in Exhibit C. Any expenses incurred by Consultant which are not expressly authorized by this Agreement will not be reimbursed by City. In no event shall expenses exceed the sum of _____.

c. Additional Services. Agency shall make payments for any services requested by Agency not included in the Scope of Services to Consultant on a time and materials basis using Consultant's standard fee schedule.

6. Method of Payment

Consultant shall submit to Agency an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall describe in detail the services rendered during the period and shall show the days worked, number of hours worked and reimbursable expenses, if any, for each day in the period. Each invoice submitted shall include the appropriate documentation for any reimbursable expenses claim by Consultant. Within ten business days of receipt each invoice, Agency shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, Agency shall pay all undisputed amounts included on the invoice. Agency shall not withhold applicable taxes or other authorized deductions from payments made to Consultant. At any time during regular working hours, all records, invoices, time cards, cost control sheets and other records maintained by Consultant shall be available for review and audit by Agency.

7. Ownership of Work Product.

All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of the Agency without restriction or limitation upon its use or dissemination by Agency. Such material shall not be the subject of a copyright application by Consultant. Any re-use by Agency of any such materials on any project other than the project for which they were prepared shall be at the sole risk of the Agency unless Agency compensates Consultant for such use.

8. Records Retention and Access to Records.

a. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 2 years. Agency shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. If applicable under this Agreement, all files, documents, samples, test results, chain of custody logs, and other records and other relevant data developed by Consultant in the course of performing this Agreement shall be maintained for a period of two (2) years after completion of all work and after final payments have been made and shall be made available to Agency upon request.

9. Confidential Status; Disclosure of Information.

All data, reports, documents, materials or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by Agency. Agency shall grant such consent if disclosure is legally required. All Agency data shall be returned to Agency upon the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

10. Qualifications; Standard of Performance.

a. Consultant's Qualifications. Consultant has represented to the Agency that the Consultant, its employees and its subcontractors are knowledgeable, skilled and experienced and fully qualified to provide the services described in this Agreement and to perform such assessment, investigation, and analysis contemplated by the Agreement in accordance with good industry practices of Consultant's profession performing similar services under similar circumstances at the time the services are performed.

b. Standard of Performance. Consultant, its employees and its subcontractors shall perform all work to the highest professional standards and in a manner reasonably satisfactory to Agency, and as described in the Scope of Work. All work performed by Consultant and its employees pursuant to this Agreement will be performed diligently and in a manner consistent with the standards of care, diligence and skill exercised by recognized consulting firms for similar services, and in accordance with all regulatory and good management standards, and in a good, safe and workmanlike manner. Consultant will be responsible to ensure that all work performed by its employees or any contractors is performed to the standards set forth in this Agreement and that such work complies with requirements of any governmental agency or entity and applicable law.

11. Independent Contractor.

a. Consultant is an independent contractor and shall have no power to incur any debt, obligation or liability on behalf of Agency. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of Agency.

b. Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold the Agency harmless from any and all taxes, assessments, penalties, and interest asserted against the Agency by reason of the independent contractor relationship created by this Agreement. In the event that Agency is audited by any Federal or State agency regarding the independent contractor status of Consultant and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between Agency and Consultant, then Consultant agrees to reimburse Agency for all costs, including accounting and attorney's fees, arising out of such audit and any appeals relating thereto.

c. Consultant shall fully comply with the workers' compensation laws regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold the Agency harmless from any failure of Consultant to comply with applicable worker's compensation laws.

d. The Agency shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to the Agency from Consultant as a result of Consultant's failure to promptly pay to the Agency any reimbursement or indemnification arising under this Section.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant hereby shall, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the Agency, its respective officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively, "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, expert witnesses, consultants, or other professionals and all costs associated therewith (collectively, "Claims"), resulting from any negligent act, error, omission or failure to act of Consultant or any of its subcontractors and their respective officers, agents, servants, employees, subcontractors, material men, suppliers or their respective officers, agents, servants or employees in connection with, resulting from, or related to this Agreement or for failure to perform or negligent performance of any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Consultant shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Consultant shall pay Indemnitees for any attorneys fees and costs incurred in enforcing this indemnification provision.

Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that this Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that this Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under this Agreement or any additional insured endorsements which may extend to Indemnitees. This indemnity provision shall survive the termination of this Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law.

b. Consultant, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against any Indemnitee with respect to those Claims.

c. Consultant agrees to obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations, Consultant agrees to be fully responsible and shall indemnify, hold harmless and defend the Indemnitees from and against any and all Claims resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement as set forth in this Section.

13. Insurance.

a. Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of commercial general liability insurance written on an occurrence basis with limits no less than \$2,000,000 per occurrence and for all covered losses and \$2,000,000 general aggregate against any injury, death, loss or damage as a result of wrongful or negligent acts by Consultant, its officers, employees, agents, and independent contractors in performance of services under this Agreement;

(2) Automotive liability insurance, with minimum combined single limits coverage of \$1,000,000 covering any vehicle utilized in the performance of services under this Agreement;

(3) Professional liability or Errors and Omissions Insurance as appropriate written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

(4) Worker's compensation and employer's liability insurance on a state-approved policy form providing benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

(5) Pollution Liability Insurance. [check if applicable]

Pollution Liability Insurance written on a Contractor's Pollution Liability form or other form acceptable to Agency providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be not less than \$1,000,000 per claim and \$3,000,000 aggregate.

b. The policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

c. Consultant agrees that if it does not keep the insurance in full force and effect, the Agency may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, the Agency may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of Consultant and the cost of such insurance may be deducted, at the option of Agency, from payments due Consultant, along with a reasonable administrative handling charge.

d. Consultant shall submit to the Agency proof of compliance with these insurance requirements, consisting of a certificate or certificates of insurance and/or endorsements, not less than one (1) day prior to beginning of performance under this Agreement.

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

f. The general liability, property damage and automobile policies of insurance shall contain an endorsement naming the Agency, its officers, employees, attorneys, agents and volunteers as additional insureds. All of the policies shall contain an endorsement providing that the policies cannot be modified, canceled or reduced except on thirty (30) days' prior written notice to the Agency. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

g. The insurance provided by Consultant shall be primary to any other coverage available to the Agency. Any insurance or self-insurance maintained by the Agency, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

h. All insurance coverage provided pursuant to this Agreement should not prohibit Consultant, and Consultant's officers, employees, agents or subcontractors, from

waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the Agency, its officers, employees, agents and representatives.

i. Any deductibles or self-insured retentions must be approved by the Agency. At the option of the Agency, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to the Agency or Consultant shall procure a bond guaranteeing payment of losses and expenses.

j. If Consultant is a Limited Liability Company, the general liability coverage must be amended so that the Limited Liability Company and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.

k. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to the Agency, its employees, officials and agents.

l. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

m. Consultant agrees to be responsible for ensuring that no contact used by any party involved in any way with the project reserves the right to charge Agency or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to the Agency. It is not the intent of Agency to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against Agency for payment of premiums or other amounts with respect thereto.

n. Consultant agrees to provide immediate notice to Agency of any claim or loss against Consultant arising out of the work performed under this Agreement. Agency assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the Agency.

o. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 12 of this Agreement.

p. Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.

14. Mutual Cooperation.

a. The Agency shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services.

b. In the event any claim or action is brought against the Agency relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that Agency may require.

15. Notices.

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during Agency's and Consultant's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing.

If to Agency:

Successor Agency to the Industry Urban-Development Agency
15625 East Stafford Street
City of Industry, California 91744
Attn: Executive Director

With a copy to:

Richards, Watson & Gershon
355 South Grand Avenue - 40th Floor
Los Angeles, CA 90071
Attn: William L. Strausz, Esq.
(213) 626-8484
Fax: (213) 626-0078

If to Consultant:

Sage Environmental Group
24040 Camino Del Avion, Suite A77
Monarch Beach, CA 92629
Attn: Alissa Cope

16. Representations and Warranties.

Consultant represents, warrants and covenants to the Agency:

a. Organization. Consultant is duly organized, validly existing and in good standing under the laws of the State of California and in each other state in which it conducts business.

b. Agency. Consultant has all requisite licenses, permits, certifications, power and authority to carry on its business as presently conducted, to enter into this Agreement, and to perform its obligations under this Agreement.

c. Approval. The execution, delivery and performance of this Agreement by Consultant and the consummation of the transactions contemplated by this Agreement have been duly and validly authorized by the Board of Directors and are not subject to ratification by the Shareholders of Consultant at a special meeting therefore.

d. Binding Obligation. This Agreement has been duly executed and delivered on behalf of Consultant, and all documents and instruments required hereunder to be executed and delivered by Consultant have likewise been duly executed and delivered. This Agreement does, and such documents and instruments will, constitute legal, valid and binding obligations of Consultant in accordance with their terms. The consummation of the transactions contemplated by this Agreement will not violate, nor be in conflict with, any provision of the partnership agreement, charter, bylaws or governing documents of Consultant (or any of corporations comprising Consultant), or any agreement or instrument to which Consultant is a party or by which Consultant is bound, or any judgment, decree, order statute, rule or regulation applicable to Consultant.

17. Conflicts of Interest

Consultant and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this Agreement, including, but not limited to, the Political Reform Act (Government Code Section 81000, et. seq.) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subcontractors shall not, without the prior written approval of the Executive Director, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant agrees that a clause substantially similar to this section shall be incorporated into any sub-agreement, which Consultant executes in connection with the performance of this Agreement.

18. Accounting Requirements.

Consultant shall maintain an accounting system and records that properly accumulate and segregate incurred costs by line item for the project under the Scope of Work. The accounting system shall conform to the Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

19. Governing Law.

This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California.

20. Compliance with Laws.

a. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

b. Compliance with Environmental Laws. [check if applicable]

Consultant shall comply with § 306 of the Federal Clean Air Act (42 U.S.C. §1857(h)), § 508 of the Federal Water Pollution Prevention Act (33 U.S.C. § 368), and the laws implementing those acts, including Executive Order 11,738 and 40 C.F.R. pt. 15.

Consultant shall comply with the provisions of the "Barry Keane Underground Storage Tank Cleanup Trust Fund Act of 1989 (Health & safety Code §§ 25299.10 et. seq. and the applicable regulations promulgated thereunder (California Code of Regulations, Title 23, § 2810 et. seq. Consultant shall also comply with mandatory standards and policies relating to energy efficiency, according the state energy conservation plan issued in compliance with the Federal Energy Policy and Conservation Act.

21. Reliance on Reports [check if applicable]

Consultant understands that Agency will rely upon its reports, analysis and related data. Consultant understands and agrees that the reports prepared by Consultant, and the information, data, test results and the conclusions and analyses contained therein regarding the geologic and environmental condition of a site, and/or the soils and groundwater beneath a site, may be relied upon by the Agency, its program managers, consultants, attorneys and appraisers of a site, any purchaser and developer of a site, (provided that the limitations and restrictions set forth herein shall apply to such purchaser and developer) and may be submitted and relied upon by any local, state or federal agencies and entities, as a part of the evaluation of the risk associated with the development or use of the site and the soils and groundwater beneath a site, and for the purpose of assessing the geotechnical, hydro- geological and/or environmental condition of a site and the ground and surface water on, under and in the area of a site, issuing closure letters, permits, licenses or authorizations to develop a site, and to determine whether further environmental investigation, assessment, review or study is necessary, and so that the Agency and any designated purchaser and developer of any site can conduct construction activities on and develop the site.

22. Discrimination and Equal Employment Opportunity.

In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

23. No Assignment.

Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, nor shall it subcontract any of the work described in this Agreement or the Scope of Work without the prior written consent of Agency, and any attempt by Consultant to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

24. Non-Waiver of Terms, Rights and Remedies.

Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by Agency of any payment to Consultant constitute or be construed as a waiver by Agency of any breach of covenant, or any default which may then

exist on the part of Consultant, and the making of any such payment by Agency shall in no way impair or prejudice any right or remedy available to Agency with regard to such breach or default.

25. Attorneys' Fees.

If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of the services provided by Consultant under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs in addition to any other relief to which it may be entitled.

26. Time Is Of The Essence.

Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof; and each and every provision hereof is hereby declared to be and made a material, essential and necessary part of this Agreement.

27. Exhibits; Precedence.

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

28. Entire Agreement and Amendments.

This Agreement, and any other documents incorporated herein by specific reference, represent the entire and integrated agreement between Consultant and the Agency. This Agreement supercedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement.

29. Severability.

Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement, is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

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

WHEREFORE, the parties hereto have executed this Agreement as of the date first above written.

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

By: 
Kevin Radecki, Executive Director

SAGE ENVIRONMENTAL GROUP

By: , Principal
By: , COO

EXHIBIT A

Scope of Services

Exhibit "A"
SAGE ENVIRONMENTAL GROUP
Environmental • Biological • Habitat Restoration • Regulatory Compliance Services

June 5, 2013

Mr. Kevin Radecki
Successor Agency to the Industry Urban-Development Agency
P.O. Box 3366
15625 East Stafford Street
City of Industry, CA 91744-0366

Electronic Transmittal

Subject: Scope of Services – Consultant Services to provide Biological and Regulatory Compliance Services

Project: Industry Business Center Project (600-acre) Project, City of Industry, Los Angeles County, CA

Dear Mr. Radecki,

Thank you for the opportunity to provide biological and regulatory compliance services for the continued implementation of the 600-acre Industry Business Center Project (Project). The biological and regulatory compliance requirements for the project are based upon the *Final Mitigation and Monitoring Program, Industry Business Center Revised Plan of Development* (IBC MMP), prepared by The Planning Center (TPC), dated February 2009, and the project specific resource agency permits¹, specifically the United States Fish and Wildlife Service Biological Opinion (FWS-LA-1 OB0545-1 010723, USFWS BO), which requires preconstruction, design-phase, and post project mitigation measures to address impacts to onsite biological resources. Principal compliance tasks include:

Task 1: Biological Monitoring – Pre-Construction and Construction Phase

Of special Project interest is the coastal Californian gnatcatcher (*Polioptila californica*) and least Bell's vireo (*Vireo bellii pusillus*). Both of these federal and state listed sensitive species have been historically observed onsite. Consistent with the requirements of the USFWS BO, all construction will be monitored utilizing to ensure minimization of Act (ESA) and the federal Migratory Bird Treaty Act (MBTA). Biological monitoring will cover construction impacts to the extent feasible and compliance with the federal Endangered Species the area of direct impact and a 500-foot buffer area for associated coastal sage scrub (CSS) and riparian vegetation. *We recommend pre-construction grubbing of any remnant habitat areas within the construction footprint occur October 1 through February 1 to avoid any nesting bird potential impacts.*

The proposed scope of work includes: 1) review of lighting plans and potential noise generation sources to reduce spillover into the adjacent 26-acre Diamond Bar Creek restoration area in compliance with the USFWS BO, 2) construction contractor education program; 3) oversight of the installation of construction staking/fencing; 4) a pre-construction nesting bird survey of the

¹ California Department of Fish and Game Streambed Alteration Unit; Regional Water Quality Control Board, Los Angeles Region, 401 Unit; United States Army Corps of Engineers, Los Angeles District, Regulatory Division, South Coast Section; United States Fish and Wildlife Service, Carlsbad Office.

Exhibit "A"

Project site and adjacent 300 foot buffer area; 5) weekly monitoring during site clearing; 6) monitoring after the initial site clearance is finished for the duration of construction work to ensure compliance with Resource Agency permit conditions, and project-specific biological resources mitigation and monitoring measures as defined in supporting documentation.

Task 2: Native Landscaping Master Plan

Consistent with the IBC MMP MM 5-1 (as revised), native landscaping shall encompass all manufactured slopes or approximately 200 acres of the project site. In 2010, SAGE developed a *Native Landscaping Concept Plan* for oak woodland, chamise chaparral, riparian woodland and seasonal wildflowers/flowering scrubs for possible use onsite. The Plan was designed to accommodate the very alkaline subsoil (8.9 pH) present within the Project site. In collaboration with Environs Landscape Architecture, Inc., design plans were implemented for a three acre test plot utilizing alkaline-tolerant natives. The test site performed well. The raptor perches installed to control ground squirrel at the test site were also a very successful vector/burrow control, avoiding ongoing pesticides use. SAGE suggests raptor perches be utilized for the 200-acre area.

The primary elements of the Native Landscaping Master Plan will include:

- **Plant Type** – Distinct areas of oak woodland, chamise chaparral, riparian woodland, grassland and seasonal wildflowers/flowering scrubs will be defined to create visual texture and variety characteristic of native open space within the region.
- **Soil Evaluation** - The existing soils and potential soil amendments will be evaluated to ensure healthy plant growth with minimal maintenance requirements. We understand the post-graded soil surface will be exposed subsoil containing heavy clays/alkaline with little organic matter. The Master Plan will include soil appropriate plant species where feasible, and include soil amendment recommendations to accommodate other species.
- **Plant Longevity** - Plant selection will include scrub and tree species with a 30-40+ year lifespan and include a mix of quick and slower growing species to ensure initial establishment and a long-term viability.
- **Seasonal Color** - The Master Plan layout will include bands of seasonal color to provide year-round color rotation and interest.
- **Maintenance Regime** – Landscaping maintenance within native areas is generally less intensive than tradition landscaping, and generally results in significantly lower ongoing cost. It is anticipated that the overall native landscaped areas will have ongoing irrigation, seasonal mowing/mulching of target areas, and limbing up of trees species to ensure a neat and orderly appearance with year-round foliage. Minimal weeding will be required.

SAGE will work collaboratively Environs to develop a Native Landscaping Master Plan based on 2010 Concept Plan. The Master Plan will define the general planting locations and plant palettes, and general irrigation and maintenance requirements for each landscape type.

Exhibit "A"

Mr. Kevin Radecki
Page 3
June 5, 2013

Task 3: CSS and Purple Needlegrass HMMP – Year 1 through 3

Consistent with the IBC MMP MM 3-6, a minimum of 10.9 acres of CSS (planted as a single patch) and 4.8 acres of purple needlegrass (planted as a single patch) will be established within the Project's 200-acre native landscaped area. SAGE will consult with the California Department of Fish and Wildlife (CDFW), formerly CDFG, the USFWS, and the Project's landscape architect on the location, implementation protocol, and installation and maintenance of these resources to ensure their successful establishment and perpetuity protection.

The habitat mitigation will be implemented in accordance with a resource agency-approved Habitat mitigation and Monitoring Plan (HMMP). Sage Environmental Group (SAGE) will draft the HMMP, and provide oversight and monitoring for the HMMP installation and maintenance to be done by a licensed Landscape Contractor. SAGE will be responsible for implementation management, including assisting the landscape architect in the development of bid specifications, and construction-phase management and oversight for the habitat areas. The monitoring effort will include qualitative evaluations for a three year period, as defined in the HMMP. Annual success evaluations reports will be prepared following the completion of installation.

Fee Schedule

Tasks	
Task 1: Biological Monitoring – Pre-Construction and Construction Phase	85,040
Task 2: Native Landscaping Master Plan	83,481
Task 3: CSS and Purple Needlegrass HMMP – Year 1 through 3	75,920
Total - Time and Materials Not-to-Exceed Fee	244,441

If you have any questions regarding this Scope of Services request, please feel free to call me at 949.243.2282. We look forward to continuing to work with you on this interesting project.

Sincerely,



Alissa Cope
Principal
Sage Environmental Group

Accepted By:
Successor Agency to the
Industry Urban-Development Agency

Kevin Radecki

SAGE

Consultant Services to provide Biological and Regulatory Compliance Services
Industry Business Center (600 acre) Project, City of Industry, Los Angeles County, CA

Exhibit "A"
SAGE ENVIRONMENTAL GROUP
Environmental • Biological • Habitat Restoration • Regulatory Compliance Services

June 5, 2013

Mr. Kevin Radecki
Successor Agency to the Industry Urban-Development Agency
P.O. Box 3366
15625 East Stafford Street
City of Industry, CA 91744-0366

Electronic Transmittal

Subject: ROPS Request - July 1, 2013 through December 31, 2013
Consultant Services to provide Biological and Regulatory Compliance Services

Project: Industry Business Center Project (600-acre) Project, City of Industry, Los Angeles County, CA

Dear Mr. Radecki,

Thank you for the opportunity to provide biological and regulatory compliance services for the continued implementation of the 600-acre Industry Business Center Project (Project). The biological and regulatory compliance requirements for the project are based upon the *Final Mitigation and Monitoring Program, Industry Business Center Revised Plan of Development (IBC MMP)*, prepared by The Planning Center (TPC), dated February 2009, and the project specific resource agency permits¹, specifically the United States Fish and Wildlife Service Biological Opinion (FWS-LA-1 OB0545-1 010723, USFWS BO), which requires preconstruction, design-phase, and post project mitigation measures to address impacts to onsite biological resources.

For the six month period of July 1, 2013 through December 31, 2013, we anticipate the following items will need to be addressed:

- **Task 1: Biological Monitoring – Pre-Construction and Construction Phase:** Biological monitoring for pre-construction grubbing of any remnant habitat areas within the construction footprint to start in October 2013 to avoid the bird nesting season.
- **Task 2: Native Landscaping Master Plan:** Coordination with the landscape architect for the preparation of the Native Landscaping Master Plan.
- **Task 3: CSS and Purple Needlegrass HMMP – Year 1 through 3:** Preparation of the CSS and Purple Needlegrass HMMP.

¹ California Department of Fish and Game Streambed Alteration Unit; Regional Water Quality Control Board, Los Angeles Region, 401 Unit; United States Army Corps of Engineers, Los Angeles District, Regulatory Division, South Coast Section; United States Fish and Wildlife Service, Carlsbad Office.

Mr. Kevin Radecki
Page 2
June 5, 2013

Exhibit "A"

- Resource Agency coordination in preparation for project implementation will also be required.

We anticipate a budget of \$35,00 in order to accomplish these tasks during the July through December time period.

If you have any questions regarding this ROPS Request - July 1, 2013 through December 31, 2013, please feel free to call me at 949.243.2282. We look forward to continuing to work with you on this interesting project.

Sincerely,



Alissa Cope
Principal
Sage Environmental Group

Accepted By:
Successor Agency to the
Industry Urban-Development Agency

Kevin Radecki

SAGE

ROPS Request - July 1, 2013 through December 31, 2013
Consultant Services to provide Biological and Regulatory Compliance Services
Industry Business Center (800 acre) Project, City of Industry, Los Angeles County, CA

EXHIBIT B
Project Timeline

EXHIBIT B

Project Timeline

Start date: July 18, 2013

Estimated end of construction: December 31, 2020

Upon the start of construction a more detailed project schedule will be established.

EXHIBIT C

Professional Fee Schedule Hourly Rates

Exhibit "C"

Sage Environmental Group
 June 8, 2013
 Industry Business Center Project (600-acre) Project

TASK	DESCRIPTION	Principal in Charge	Project Manager	Senior Biologist	Assoc. Biologist	Asset Environmental Planner	CAD/CIS	WP	TOTAL HOURS	ESTIMATED FEE
		\$ 140.00	\$ 120.00	\$ 115.00	\$ 105.00	\$ 100.00	\$ 95.00	\$ 85.00		
Task 1	Biological Monitoring for Construction Phase	200	98	200	100	40	40	10	668	\$5,040.00
Task 2	Native Landscaping Master Plan (200-acre)	300	60	141	100	20	20	22	663	\$3,481.00
Task 3	CSS and Purple Needlegrass HMMP - Year 1 through 3	160	100	200	100	4	40	10	614	75,920.00
TOTAL PROPOSED FEE										244,441.00

ITEM NO. 6.5



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

MEMORANDUM

TO: Honorable Chairperson and Members of the Board

FROM: Joshua Nelson, Executive Director

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

DATE: March 26, 2026

SUBJECT: Consideration of Amendment No. 8 to the Agreement for Consulting Services with Sage Environmental Group LLC, for environmental consulting services for the Diamond Bar Creek Restoration Project, extending the term through June 30, 2029 and revising the rate schedule (MP 99-31 #26)

Background:

On April 24, 2013, the Successor Agency to the Industry Urban-Development Agency (“Agency”) approved an Agreement for Consulting Services (“Agreement”) with Sage Environmental Group (“Sage”). Sage was retained to provide biological and regulatory services for the Diamond Bar Creek Restoration and Trapezoidal Channel Reconstruction Project (“Project”). The Project is being constructed in three phases. Phases 1 and 2 are complete, and the final Phase 3 is set to start construction soon.

On January 25, 2016, the Agency approved Amendment No. 1, to increase the budget by \$25,000.00 because the California Department of Fish and Wildlife issued a Streambed Alteration Agreement that provided additional requirements related to the Project. This action required additional time for Sage to provide the proper monitoring and reporting. This was part of Sage’s original scope of services but due to the nature of the request and schedule, additional budget was required.

On March 23, 2017, the Agency approved Amendment No. 2 extending the term of the Agreement through April 24, 2020, and on January 23, 2020, approved Amendment No. 3, extending the term through June 30, 2022, as the final Phase 3 design and construction was delayed, and biological services were required thereafter to monitor the mitigated planting. Amendment No. 4 was approved on February 27, 2020, providing a revised rate schedule and budget increase of \$80,000.00 to provide the biological monitoring and regulatory services as well as provide the final planting and irrigation plans for Phase 3. On March 25, 2021, the Agency approved Amendment No. 5, increasing compensation by \$130,000.00, and including indemnity language specific to independent contractors. On June 23, 2022, the Agency

approved Amendment No. 6, extending the term through June 30, 2023, increasing compensation by \$60,000.00, revising the rate schedule, and revising the addresses for the Agency and General Counsel. On July 27, 2023, the Agency approved Amendment No. 7, extending the term through June 30, 2026, increasing compensation by \$80,000.00, and revising the rate schedule.

Discussion:

The Agreement expires on June 30, 2026, and Staff is requesting the approval of Amendment No. 8 to extend the term through June 30, 2029, allowing Sage to provide construction support on the Phase 3 of the Project. Sage continues to provide biological monitoring, including mitigation implementation services for the 26-acre Diamond Bar Creek Restoration area consisting of Cowbird trapping, biological monitoring during construction, which involves ongoing nesting bird surveys during active construction currently ongoing and native planting design and annual invasive control. Additionally, a revised rate schedule is included to reflect Sage's current rates.

Fiscal Impact:

Sage is approved in the Recognized Obligation Payment Schedule 25-26 under line item no. 166 with a budget of \$50,000.00 and \$70,000.00 in the proposed 26-27 ROPS.

Recommendation:

Staff recommends that the Agency Board approve Amendment No. 8 to the Agreement for Consulting Services with Sage.

Exhibits:

1. Amendment No. 8 to Agreement for Consulting Services with Sage Environmental Group, LLC., dated March 26, 2026
2. Approval Letter - Sage Environmental Diamond Bar Creek

**AMENDMENT NO. 8
TO AGREEMENT FOR CONSULTING SERVICES WITH
SAGE ENVIRONMENTAL GROUP**

This Amendment No. 8 to the Agreement for Consulting Services (“Agreement”), is made and entered into this 26th day of March, 2026, by and between the Successor Agency to the Industry Urban-Development Agency, a public body, (“Agency”) and Sage Environmental Group LLC, a California Limited Liability Company (“Consultant”). The Agency and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about April of 2013, the Agreement was entered into and executed between the Agency and Consultant to provide biological and regulatory services for the Diamond Bar Creek Restoration and Trapezoidal Channel Reconstruction Project (“Project”); and

WHEREAS, on or about January 25, 2016, the Agency approved Amendment No. 1, increasing compensation by \$25,000.00, due to the California Department of Fish and Wildlife’s Streambed Alteration Agreement, which included additional requirements for the Project; and

WHEREAS on or about March 23, 2017, the Agency approved Amendment No. 2, extending the term through April 24, 2020; and

WHEREAS on or about January 23, 2020, the Agency approved Amendment No. 3, extending the term through June 30, 2022; and

WHEREAS, on or about February 27, 2020, the Agency approved Amendment No. 4, increasing total compensation by \$80,000.00, given the extension of the term under Amendment No. 3, the commencement of Phase 3 of the Diamond Bar Creek Project, and the biological monitoring required beyond the Project completion. Further, because Consultant’s rates had not been increased since 2013, the Rate Schedule was amended in its entirety to reflect Consultant’s then current rates; and

WHEREAS, on or about March 25, 2021, the Agency approved Amendment No. 5, increasing total compensation by \$130,000.00, and including language requiring indemnity specific to independent contractors; and

WHEREAS, on or about March 25, 2021, the Agency approved Amendment No. 6, extending the term through June 30, 2023, increasing compensation by \$60,000.00, revising the rate schedule, and revising the addresses for the Agency and General Counsel; and

WHEREAS, on or about July 27, 2023, the Agency approved Amendment No. 7, extending the term through June 30, 2026, increasing compensation by \$160,000.00, revising the rate schedule; and

WHEREAS, the Agreement expires on June 30, 2026, and Amendment No. 8 is necessary to extend the term through June 30, 2029, allowing Consultant to continue providing biological and regulatory services at Diamond Bar Creek and revise the rate schedule to reflect Consultant’s current rates; and

WHEREAS, for the reasons set forth herein, the Agency and Consultant desire to enter into this Amendment No. 8, 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:

3. Term of Agreement

This Agreement shall commence on Effective Date, and shall remain in full force and effect until June 30, 2029, unless sooner terminated as provided in Section 4 herein.

Exhibit C, Rate Schedule

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

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

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 8 to the Agreement as of the Effective Date.

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

“CONSULTANT”
SAGE ENVIRONMENTAL GROUP, LLC

By: _____
Joshua Nelson, Executive Director

By: _____
Alissa Cope, Principal

Attest:

By: _____
Julie Gutierrez-Robles, Secretary

APPROVED AS TO FORM

By: _____
James M. Casso, General Counsel

**ATTACHMENT 1
EXHIBIT C**

Rate Schedule

Charges for professional, technical, administrative and prevailing wage services and equipment directly charging time and materials to the project will be calculated and billed based on the following.

Professional Services	Rate (per hour)
Principal in Charge	\$ 300.00
Project Manager	\$ 250.00
Senior Biologist/Botanist	\$ 200.00
Senior Regulatory Specialist	\$ 180.00
Associate Biologist/Botanist	\$ 180.00
Senior Cultural Resources Specialist	\$ 200.00
Associate Cultural Resources Specialist	\$ 180.00
Principal Environmental Planner	\$ 200.00
Associate Environmental Planner	\$ 180.00
CADD/GIS Technician	\$ 160.00
Word Processor	\$ 90.00

Consultant holds active California State Contractors License Number 947034 (C27-Landscaping)

Landscape Maintenance Prevailing Wage Classifications (rate per hour)

- Landscape Supervisor/Project Manager \$180.00
- Skilled Laborer (Licensed Herbicide Applicator) \$ 140.00
- Foreman (Crew Lead) \$120.00
- Landscape Maintenance Laborer (Crew II) \$90.00

Construction Prevailing Wage Classifications (rate per hour)

- Landscape Operating Engineer \$210.00
- Landscape Irrigation and Hydroseed Laborer \$180.00
- Construction Laborer \$120.00

Equipment (rates are per day)

- 4x4 Truck (F150, F250) \$200.00
- Water Trailer \$350.00
- Stakebed Truck \$400.00
- ATC (Kubota) \$250.00
- Spray Rig (Kubota mounted) \$550.00
- Bobcat, Loader, Excavator, Skid Steer \$850.00
- Rotary Mower Attachment \$ 350.00
- Rotary Forestry Attachment \$450.00
- Forestry (FECON) Attachment. \$450.00
- Water Truck, Dump Truck \$700.00
- Chipper, Hydroseeder \$450.00
- Roll-off Truck \$600.00
- GPS Unit \$50.00
- Herbicide and adjuvant per oz billing rates provided upon request

**EXHIBIT A TO AMENDMENT NO. 8:
AGREEMENT FOR CONSULTING SERVICES WITH SAGE ENVIRONMENTAL
GROUP, LLC (DATED APRIL 24, 2013)**

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES is entered into this 24 day of April 2013 (the "Effective Date") by and between the SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY, (the "Agency") and SAGE ENVIRONMENTAL GROUP, a California Corporation ("Consultant").

RECITALS

A. Agency has determined that it requires the following professional services from a consultant to provide biological and regulatory services for the Diamond Bar Creek Restoration and Trapezoidal Channel Reconstruction.

B. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, Agency and Consultant agree, as follows:

1. Consultant's Services.

a. Scope of Services. Subject to the terms and conditions set forth in this Agreement, Consultant shall perform the services set forth in the Scope of Work attached hereto and incorporated herein as Exhibit "A" ("Scope of Work").

b. Project Manager. Consultant's Project Manager on this project will be Alissa Cope, who will have the overall responsibility and will supervise the work performed by Consultant on this project.

c. Personnel. Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but Agency reserves the right, for good cause, to require Consultant to exclude any employee from performing services on Agency's premises.

d. Licenses. Consultant will obtain all necessary licenses, permits and other approvals to perform the work specified in this Agreement and will pay all fees or taxes required for the issuance of the same.

e. Changes to Scope and Cost of Work. Consultant may, from time to time, request changes in the scope of services and costs in this Agreement to be performed hereunder. Before any work is performed beyond the scope of services in this Agreement, such changes

must be mutually agreed upon between Consultant and Agency and incorporated in written amendments to this Agreement.

f. Time for Performance. Consultant shall commence the services on the Effective Date and perform all services in conformance with the project timeline established by the Executive Director, set forth as Exhibit "B."

2. City Representative.

The Executive Director or his designee shall represent the Agency in the implementation of this Agreement.

3. Term of Agreement.

This Agreement shall commence on the Effective Date and shall remain in full force and effect until April 24, 2017, unless sooner terminated as provided in Section 4 herein.

4. Termination.

The Agency may terminate this Agreement for any reason on ten (10) calendar days written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty (60) calendar days written notice to Agency. The effective date of termination shall be upon the date specified in the notice of termination, or, in the event no date is specified, upon the thirtieth (30th) day following delivery of the notice. Consultant agrees to cease all work under this Agreement on or before the effective date of such notice. In the event of termination by Agency, due to no fault or failure of performance by Consultant, Consultant shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. Consultant shall have no other claim against Agency by reason of such termination.

5. Compensation.

a. Compensation [check applicable provision]

Agency will compensate Consultant for the services provided pursuant to this Agreement, to the reasonable satisfaction of Agency, in an amount not to exceed one hundred twenty one dollars and no cents (\$121,000.00), based on the hourly rates set forth in Exhibit C attached hereto and incorporated herein by this reference. Such amount will only be exceeded by an express, supplemental, written authorization by the Agency.

Agency will compensate Consultant for the services provided pursuant to this Agreement, to the reasonable satisfaction of Agency, in an amount not to exceed _____. Such amount will only be exceeded by an express, supplemental, written authorization by the Agency.

b. Expenses [check applicable provision]

b. Expenses [check applicable provision]

The amount set forth in paragraph a shall include Consultant's fees for the services as well as the actual cost of any equipment, materials, and supplies incurred by consultant in performing the work contemplated by this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable).

Consultant shall be entitled to reimbursement only for those expenses expressly set forth in Exhibit C. Any expenses incurred by Consultant which are not expressly authorized by this Agreement will not be reimbursed by City. In no event shall expenses exceed the sum of _____.

c. Additional Services. Agency shall make payments for any services requested by Agency not included in the Scope of Services to Consultant on a time and materials basis using Consultant's standard fee schedule.

6. Method of Payment

Consultant shall submit to Agency an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall describe in detail the services rendered during the period and shall show the days worked, number of hours worked and reimbursable expenses, if any, for each day in the period. Each invoice submitted shall include the appropriate documentation for any reimbursable expenses claim by Consultant. Within ten business days of receipt each invoice, Agency shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, Agency shall pay all undisputed amounts included on the invoice. Agency shall not withhold applicable taxes or other authorized deductions from payments made to Consultant. At any time during regular working hours, all records, invoices, time cards, cost control sheets and other records maintained by Consultant shall be available for review and audit by Agency.

7. Ownership of Work Product.

All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of the Agency without restriction or limitation upon its use or dissemination by Agency. Such material shall not be the subject of a copyright application by Consultant. Any re-use by Agency of any such materials on any project other than the project for which they were prepared shall be at the sole risk of the Agency unless Agency compensates Consultant for such use.

8. Records Retention and Access to Records.

a. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 4 years. Agency shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. If applicable under this Agreement, all files, documents, samples, test results, chain of custody logs, and other records and other relevant data developed by Consultant in the course of performing this Agreement shall be maintained for a period of two (2) years after

completion of all work and after final payments have been made and shall be made available to Agency upon request.

9. Confidential Status; Disclosure of Information.

All data, reports, documents, materials or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by Agency. Agency shall grant such consent if disclosure is legally required. All Agency data shall be returned to Agency upon the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

10. Qualifications; Standard of Performance.

a. Consultant's Qualifications. Consultant has represented to the Agency that the Consultant, its employees and its subcontractors are knowledgeable, skilled and experienced and fully qualified to provide the services described in this Agreement and to perform such assessment, investigation, and analysis contemplated by the Agreement in accordance with good industry practices of Consultant's profession performing similar services under similar circumstances at the time the services are performed.

b. Standard of Performance. Consultant, its employees and its subcontractors shall perform all work to the highest professional standards and in a manner reasonably satisfactory to Agency, and as described in the Scope of Work. All work performed by Consultant and its employees pursuant to this Agreement will be performed diligently and in a manner consistent with the standards of care, diligence and skill exercised by recognized consulting firms for similar services, and in accordance with all regulatory and good management standards, and in a good, safe and workmanlike manner. Consultant will be responsible to ensure that all work performed by its employees or any contractors is performed to the standards set forth in this Agreement and that such work complies with requirements of any governmental agency or entity and applicable law.

11. Independent Contractor.

a. Consultant is an independent contractor and shall have no power to incur any debt, obligation or liability on behalf of Agency. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of Agency.

b. Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold the Agency harmless from any and all taxes, assessments, penalties, and interest asserted against the Agency by reason of the independent contractor relationship created by this Agreement. In the event that Agency is audited by any Federal or State agency regarding the independent contractor status of Consultant and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between Agency and Consultant, then Consultant agrees to reimburse Agency for all costs, including accounting and attorney's fees, arising out of such audit and any appeals relating thereto.

c. Consultant shall fully comply with the workers' compensation laws regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold the Agency harmless from any failure of Consultant to comply with applicable worker's compensation laws.

d. The Agency shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to the Agency from Consultant as a result of Consultant's failure to promptly pay to the Agency any reimbursement or indemnification arising under this Section.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant hereby shall, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the Agency, its respective officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively, "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, expert witnesses, consultants, or other professionals and all costs associated therewith (collectively, "Claims"), resulting from any negligent act, error, omission or failure to act of Consultant or any of its subcontractors and their respective officers, agents, servants, employees, subcontractors, material men, suppliers or their respective officers, agents, servants or employees in connection with, resulting from, or related to this Agreement or for failure to perform or negligent performance of any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Consultant shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Consultant shall pay Indemnitees for any attorneys fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that this Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that this Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under this Agreement or any additional insured endorsements which may extend to Indemnitees. This indemnity provision shall survive the termination of this Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law.

b. Consultant, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against any Indemnitee with respect to those Claims.

c. Consultant agrees to obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations, Consultant agrees to be fully responsible and shall indemnify, hold harmless and defend the Idemnitees from and against any and all Claims resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement as set forth in this Section.

13. Insurance.

a. Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of commercial general liability insurance written on an occurrence basis with limits no less than \$2,000,000 per occurrence and for all covered losses and \$2,000,000 general aggregate against any injury, death, loss or damage as a result of wrongful or negligent acts by Consultant, its officers, employees, agents, and independent contractors in performance of services under this Agreement;

(2) Automotive liability insurance, with minimum combined single limits coverage of \$1,000,000 covering any vehicle utilized in the performance of services under this Agreement;

(3) Professional liability or Errors and Omissions Insurance as appropriate written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

(4) Worker's compensation and employer's liability insurance on a state-approved policy form providing benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

(5) Pollution Liability Insurance. [check if applicable]

Pollution Liability Insurance written on a Contractor's Pollution Liability form or other form acceptable to Agency providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be not less than \$1,000,000 per claim and \$3,000,000 aggregate.

b. The policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

c. Consultant agrees that if it does not keep the insurance in full force and effect, the Agency may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, the Agency may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of Consultant and the cost of such insurance may be deducted, at the option of Agency, from payments due Consultant, along with a reasonable administrative handling charge.

d. Consultant shall submit to the Agency proof of compliance with these insurance requirements, consisting of a certificate or certificates of insurance and/or endorsements, not less than one (1) day prior to beginning of performance under this Agreement.

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

f. The general liability, property damage and automobile policies of insurance shall contain an endorsement naming the Agency, its officers, employees, attorneys, agents and volunteers as additional insureds. All of the policies shall contain an endorsement providing that the policies cannot be modified, canceled or reduced except on thirty (30) days' prior written notice to the Agency. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

g. The insurance provided by Consultant shall be primary to any other coverage available to the Agency. Any insurance or self-insurance maintained by the Agency, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

h. All insurance coverage provided pursuant to this Agreement should not prohibit Consultant, and Consultant's officers, employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the Agency, its officers, employees, agents and representatives.

i. Any deductibles or self-insured retentions must be approved by the Agency. At the option of the Agency, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to the Agency or Consultant shall procure a bond guaranteeing payment of losses and expenses.

j. If Consultant is a Limited Liability Company, the general liability coverage must be amended so that the Limited Liability Company and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.

k. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to the Agency, its employees, officials and agents.

l. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

m. Consultant agrees to be responsible for ensuring that no contact used by any party involved in any way with the project reserves the right to charge Agency or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to the Agency. It is not the intent of Agency to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against Agency for payment of premiums or other amounts with respect thereto.

n. Consultant agrees to provide immediate notice to Agency of any claim or loss against Consultant arising out of the work performed under this Agreement. Agency assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the Agency.

o. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 12 of this Agreement.

p. Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.

14. Mutual Cooperation.

a. The Agency shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services.

b. In the event any claim or action is brought against the Agency relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that Agency may require.

15. Notices.

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service

during Agency's and Consultant's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing.

If to Agency:

Successor Agency to the Industry Urban-Development Agency
15625 East Stafford Street
City of Industry, California 91744
Attn: Executive Director

With a copy to:

Richards, Watson & Gershon
333 South Hope Street - 38th Floor
Los Angeles, CA 90071
Attn: William L. Strausz, Esq.
(213) 626-8484
Fax: (213) 626-0078

If to Consultant:

Sage Environmental
24040 Camino Del Avion, Suite A77
Monarch Beach, CA 92629
Attn: Alissa Cope

16. Representations and Warranties.

Consultant represents, warrants and covenants to the Agency:

a. Organization. Consultant is duly organized, validly existing and in good standing under the laws of the State of California and in each other state in which it conducts business.

b. Agency. Consultant has all requisite licenses, permits, certifications, power and authority to carry on its business as presently conducted, to enter into this Agreement, and to perform its obligations under this Agreement.

c. Approval. The execution, delivery and performance of this Agreement by Consultant and the consummation of the transactions contemplated by this Agreement have been duly and validly authorized by the Board of Directors and are not subject to ratification by the Shareholders of Consultant at a special meeting therefore.

d. Binding Obligation. This Agreement has been duly executed and delivered on behalf of Consultant, and all documents and instruments required hereunder to be executed and delivered by Consultant have likewise been duly executed and delivered. This Agreement does, and such documents and instruments will, constitute legal, valid and binding obligations of Consultant in accordance with their terms. The consummation of the transactions contemplated by this Agreement will not violate, nor be in conflict with, any provision of the partnership agreement, charter, bylaws or governing documents of Consultant (or any of corporations comprising Consultant), or any agreement or instrument to which Consultant is a party or by which Consultant is bound, or any judgment, decree, order statute, rule or regulation applicable to Consultant.

17. Conflicts of Interest

Consultant and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this Agreement, including, but not limited to, the Political Reform Act (Government Code Section 81000, *et. seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subcontractors shall not, without the prior written approval of the Executive Director, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant agrees that a clause substantially similar to this section shall be incorporated into any sub-agreement, which Consultant executes in connection with the performance of this Agreement.

18. Accounting Requirements.

Consultant shall maintain an accounting system and records that properly accumulate and segregate incurred costs by line item for the project under the Scope of Work. The accounting system shall conform to the Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

19. Governing Law.

This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California.

20. Compliance with Laws.

a. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

b. Compliance with Environmental Laws. [check if applicable]

Consultant shall comply with § 306 of the Federal Clean Air Act (42 U.S.C. §1857(h)), § 508 of the Federal Water Pollution Prevention Act (33 U.S.C. § 368), and the laws implementing those acts, including Executive Order 11,738 and 40 C.F.R. pt. 15. Consultant shall comply with the provisions of the "Barry Keane Underground Storage Tank Cleanup Trust Fund Act of 1989 (Health & safety Code §§ 25299.10 et. seq. and the applicable regulations promulgated thereunder (California Code of Regulations, Title 23, § 2810 et. seq. Consultant shall also comply with mandatory standards and policies relating to energy efficiency, according the state energy conservation plan issued in compliance with the Federal Energy Policy and Conservation Act.

21. Reliance on Reports [check if applicable]

Consultant understands that Agency will rely upon its reports, analysis and related data. Consultant understands and agrees that the reports prepared by Consultant, and the information, data, test results and the conclusions and analyses contained therein regarding the geologic and environmental condition of a site, and/or the soils and groundwater beneath a site, may be relied upon by the Agency, its program managers, consultants, attorneys and appraisers of a site, any purchaser and developer of a site, (provided that the limitations and restrictions set forth herein shall apply to such purchaser and developer) and may be submitted and relied upon by any local, state or federal agencies and entities, as a part of the evaluation of the risk associated with the development or use of the site and the soils and groundwater beneath a site, and for the purpose of assessing the geotechnical, hydro- geological and/or environmental condition of a site and the ground and-surface water on, under and in the area of a site, issuing closure letters, permits, licenses or authorizations to develop a site, and to determine whether further environmental investigation, assessment, review or study is necessary, and so that the Agency and any designated purchaser and developer of any site can conduct construction activities on and develop the site.

22. Discrimination and Equal Employment Opportunity.

In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

23. No Assignment.

Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, nor shall it subcontract any of the work described in this Agreement or the Scope of Work without the prior written consent of Agency, and any attempt by Consultant to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

24. Non-Waiver of Terms, Rights and Remedies.

Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by Agency of any payment to Consultant constitute or be construed as a waiver by Agency of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by Agency shall in no way impair or prejudice any right or remedy available to Agency with regard to such breach or default.

25. Attorneys' Fees.

If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of the services provided by Consultant under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs in addition to any other relief to which it may be entitled.

26. Time Is Of The Essence.

Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof; and each and every provision hereof is hereby declared to be and made a material, essential and necessary part of this Agreement.

27. Exhibits; Precedence.

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

28. Entire Agreement and Amendments.

This Agreement, and any other documents incorporated herein by specific reference, represent the entire and integrated agreement between Consultant and the Agency. This Agreement supercedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement.

29. Severability.

Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement, is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

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

WHEREFORE, the parties hereto have executed this Agreement as of the date first above written.

SUCCESSOR AGENCY TO THE
INDUSTRY URBAN-DEVELOPMENT
AGENCY

By: 

Kevin Radecki, Executive Director

CONSULTANT

By: 

By: Alison Copes, Principal

EXHIBIT A
Scope of Services

EXHIBIT "A"

SAGE ENVIRONMENTAL GROUP
Environmental • Biological • Habitat Restoration • Regulatory Compliance Services

December 3, 20122

Mr. Kevin Radecki
Successor Agency to the Industry Urban-Development Agency
P.O. Box 3366
15625 East Stafford Street
City of Industry, CA 91744-0366

Electronic Transmittal

Subject: Scope of Services – Consultant Services to provide Biological and Regulatory Compliance Services

Project: Diamond Bar Creek Habitat Restoration Project , City of Industry, Los Angeles County, CA

Dear Mr. Radecki,

Thank you for the opportunity to provide biological and regulatory compliance services for the continued implementation of the 26-acre Diamond Bar Creek Habitat Restoration Project (Project). The habitat restoration is based upon engineering plans developed by CNC Engineering and the resource agency-approved¹ *Final Industry Business Center Habitat Mitigation and Monitoring Plan* (HMMP), prepared by Sage Environmental Group (SAGE), as updated on June 16, 2009. The Project provides mitigation for several transportation projects, including the SR 60 Westbound On-ramp at the Grand Avenue Interchange Project, the SR 57/SR 60 Confluence at Grand Avenue Project, and the SR 60 Lemon Avenue Interchange Project.

Diamond Bar Creek, at this location is a perennial stream course which conveys nuisance, low and peak flows. The creek bed is deeply incised due to high velocity peak storm events that continue to remove sediment from the creek bottom and undercut the side slopes. The comprehensive mitigation program consists of stream course stabilization, non-native plant species eradication, and the preservation, expansion, and long-term management of native habitat. Upon project completion, the 26-acre habitat area will be placed into conservation. To date, non-native plant species eradication and initial grubbing within the construction zones has been completed.

Sage Environmental Group will provide biological and regulatory compliance services for the project in order to ensure the successful installation and maintenance of habitat within the 26-acre habitat area during the three-year establishment period. Principal compliance tasks include:

Task 1: Biological Monitoring – Construction Phase

Consistent with the requirements of the United States Fish and Wildlife Service (USFWS), all construction will be monitored utilizing a USFWS-approved biologist to ensure minimization of

¹ California Department of Fish and Game Streambed Alteration Unit; Regional Water Quality Control Board, Los Angeles Region, 401 Unit; United States Army Corps of Engineers, Los Angeles District, Regulatory Division, South Coast Section; United States Fish and Wildlife Service, Carlsbad Office.

EXHIBIT "A"

Mr. Kevin Radecki
Page 2
December 3, 2012

Act (BSA) and the federal Migratory Bird Treaty Act (MBTA). Biological monitoring will cover construction impacts to the extent feasible and compliance with the federal Endangered Species the area of direct impact and a 500-foot buffer area for associated riparian vegetation. Of special Project interest is the least Bell's vireo (*Vireo bellii pusillus*), a federal and state listed as endangered species, which was observed onsite in 2009 and 2010.

The proposed scope of work includes: 1) construction contractor education program; 2) oversight of the installation of construction fencing; 3) a pre-construction nesting bird survey of the Project site and adjacent 500 foot buffer area; 4) daily monitoring during site clearing; 5) weekly site monitoring after the initial site clearance is finished for the duration of construction work to ensure compliance with Resource Agency permit conditions, and project-specific biological resources mitigation and monitoring measures as defined in supporting documentation.

Task 2: HMMP Installation Management, Monitoring and Reporting – Year 1 through 3

Consistent with the Resource Agency requirements, habitat mitigation will be implemented in accordance with the resource agency-approved HMMP. Sage Environmental Group will provide oversight and monitoring for the HMMP installation and maintenance to be done by a licensed Landscape Contractor. SAGE will be responsible for implementation management, including assisting CNC Engineering in the development of bid specifications, and construction-phase management and oversight for the 26-acre habitat area. The monitoring effort will include qualitative evaluations for a three year period, as defined in the HMMP. Annual success evaluations reports will be prepared following the completion of installation.

Fee Schedule

Tasks	
Task 1: Biological Monitoring – Construction Phase.....	45,000
Task 2: HMMP Installation Management, Monitoring and Reporting	76,000
Total - Time and Materials Not-to-Exceed Fee	121,000

If you have any questions regarding this Scope of Services request, please feel free to call me at 949.243.2282. We look forward to continuing to work with you on this interesting project.

Sincerely,



Alissa Cope
Principal
Sage Environmental Group

Accepted By:
Successor Agency to the
Industry Urban-Development Agency

Kevin Radecki

EXHIBIT B

Project Timeline

Start date: April 24, 2013

Estimated end of construction: June 30, 2017

Upon the start of construction a more detailed project schedule will be established.

EXHIBIT C
Professional Fee Schedule
Hourly Rates

EXHIBIT "C"
SAGE ENVIRONMENTAL GROUP
Environmental • Biological • Habitat Restoration • Regulatory Compliance Services

2013 PROFESSIONAL SERVICES BILLING RATES SCHEDULE

Charges for professional services, including technical and administrative staff directly charging time to the project will be calculated and billed on the following hourly billing rates.

Principal in Charge \$ 140.00
Project Manager \$ 130.00

Senior Biologist/Botanist \$ 125.00
Senior Regulatory Specialist \$ 125.00
Associate Biologist/Botanist \$ 105.00

Senior Cultural Resources Specialist \$ 115.00
Assoc. Cultural Resources Specialist \$ 92.00

Principal Environmental Planner \$ 130.00
Assoc. Environmental Planner \$ 105.00

CADD/GIS Technician \$ 98.00
Word Processor \$ 68.00

Sage Environmental Group holds active California State Contractors License Number 947034 (C27-Landscaping) and utilizes highly trained landscape crews familiar with native flora within the southwestern region of the United States. Our crews are familiar with the identification, removal methods, and level of significance with over 200 exotic species likely to occur within the region, hold current California Department of Pesticide Regulation Qualified Applicators Licenses and are registered in Los Angeles, Orange, Riverside, San Bernardino and Ventura counties.

Field Crew Supervisor \$ 62.00
Field Crew Labor \$ 40.00

Expert witness testimony and participation in a judicial or administrative proceeding is available at two hundred percent (200%) of the Billing Rate. Preparation time shall be billed at the standard billing rate.

REIMBURSABLE COSTS

The following costs will be reimbursed at cost and are not included in the Fees for Professional Services. Reimbursable costs will not exceed ten percent (10%) of fees for Professional Services:

- A. Cost of copies of drawings, specifications, reports and cost estimates; xerography and photographic reproduction of drawings and other documents furnished or prepared in connection with the work of this contract.
- B. Cost of commercial carrier and public transportation, lodging, car rental and parking, subsistence and out-of-pocket expenses. Private automobile travel is currently at \$0.51 per mile and will fluctuate with the US Dept. of Labor Federal Travel Regulation rate.
- C. Cost of postage and shipping expenses.
- D. Long distance telephone and facsimile charges.
- E. Electronic data processing.
- F. Photographic services, film and processing.
- G. Cost of models, special renderings, promotional photography, special process printing, special equipment, special printed reports or publications, maps and documents approved in advance by the Client.
- H. Plotting and associated costs for drawings in CADD format.

24040 CAMINO DEL AVION, SUITE A77 • MONARCH BEACH, CA 92629
949.243.2282 OFFICE • WWW.SAGEENVIRONMENTALGROUP.COM • 949.661.0185 FAX
CONTRACTORS LICENSE NO. 947034 (C27)