



**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

MAY 28, 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: 260 923 317 099 879

Meeting Passcode: 7cR9FZ9x

Or call in (audio only)

+1 657-204-3264,

Phone Conference ID: 523 868 509#

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 May 14, 2026

RECOMMENDED ACTION: Ratify the Register of Demands for May 14, 2026.

6.2. Consideration of the Register of Demands for May 28, 2026

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

6.3. Consideration of Amendment No. 1 to the Maintenance Services Agreement with So Cal Sandbags, Inc., to provide maintenance services for the storm water best management practices (BMP's) at the Industry Business Center, revising the rate schedule, and extending the term through June 30, 2028

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, June 25, 2026, at 9:00 AM.

ITEM NO. 6.1

**SUCCESSOR AGENCY TO THE
INDUSTRY URBAN-DEVELOPMENT AGENCY
AUTHORIZATION FOR PAYMENT OF BILLS
May 14, 2026**

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
222	IUDA ADMIN	743,953.40
221	IUDA PROJECT 1	0.00
	IUDA PROJECT 2	0.00
	IUDA PROJECT 3	0.00
TOTAL ALL FUNDS		743,953.40

BANK RECAP:

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
WFBK	WELLS FARGO - CKING ACCOUNT	101,953.40
BOFA	BANK OF AMERICA	642,000.00
TOTAL ALL BANKS		743,953.40

APPROVED PER EXECUTIVE DIRECTOR



DATE

5.7.20

**Successor Agency To The
Industry Urban Development Agency
Wells Fargo Voided Checks
May 14, 2026**

Check	Date		Payee Name	Check Amount
IUDAADM.WF.CHK - IUDA Admin WF Checking				
33638	05/14/2026		CNC ENGINEERING	(\$58,972.50)
	Invoice	Date	Description	Amount
			VOIDED-CK PRINT ERROR	
	514987	04/23/2026	BAKER PKY SLOPE MAINT	(\$1,650.00)
	514994	04/23/2026	ROUTE 57/60 CONFLUENCE PROJECT	(\$590.00)
	514995	04/23/2026	INDUSTRY EAST TRAFFIC MITIGATION	(\$3,650.00)
	514996	04/23/2026	IE TRAFFIC MITIGATION-GRAND AVE/LA PUENTE	(\$9,227.50)
	514997	04/23/2026	IE TRAFFIC MITIGATION-VALLEY BLVD/LEMON AVE	(\$1,740.00)
	514988	04/23/2026	IBC-SLOPES LANDSCAPE MAINT	(\$1,860.00)
	514989	04/23/2026	IMPROVEMENTS TO MAINT ACCESS RDS	(\$1,785.00)
	514990	04/23/2026	IBC-FUTURE PHASES AND STUDIES	(\$21,510.00)
	514991	04/23/2026	IBC-TRAFFIC MITIGATION	(\$750.00)
	514992	04/23/2026	IBC TRAFFIC MITIGATION-GRAND AVE & FERRERO PK	(\$4,470.00)
	514993	04/23/2026	IBC TRAFFIC MITIGATION-BREA CYN & CHERYL LN	(\$11,740.00)
33639	05/14/2026		ENVIRONS, INC.	(\$10,037.50)
	Invoice	Date	Description	Amount
			VOIDED-CK PRINT ERROR	
	3876	04/07/2026	LANDSCAPE SVC-IBC PROJ	(\$10,037.50)
33640	05/14/2026		SCS ENGINEERS	(\$5,993.58)
	Invoice	Date	Description	Amount
			VOIDED-CK PRINT ERROR	
	0572995	03/31/2026	LANDFILL ENG SVC-IBC PROJ	(\$5,993.58)
33641	05/14/2026		VERDANTAS INC.	(\$8,918.75)

**Successor Agency To The
Industry Urban Development Agency
Wells Fargo Voided Checks
May 14, 2026**

Check	Date	Payee Name	Check Amount
IUDAADM.WF.CHK - IUDA Admin WF Checking			
Invoice	Date	Description	Amount
69911	01/09/2026	VOIDED-CK PRINT ERROR GEO SVC-LA PUENTE RD INTERSECTION	(\$8,918.75)

Checks	Status	Count	Transaction Amount
	Total	4	(\$83,922.33)

**Successor Agency To The
Industry Urban Development Agency
Wells Fargo Bank
May 14, 2026**

Check	Date			Payee Name	Check Amount
IUDAADM.WF.CHK - IUDA Admin WF Checking					
33636	04/22/2026			INDUSTRY PUBLIC UTILITY COMMISSI	\$206.44
	Invoice	Date	Description	Amount	
	2026-00001737	04/07/2026	3/1-4/1/26 SVC-370 GRAND AVE SOUTH	\$71.26	
	2026-00001738	04/07/2026	3/1-4/1/26 SVC-#2 B STREET LOOP, IBC EAST	\$14.70	
	2026-00001739	04/07/2026	3/1-4/1/26 SVC-#3 B STREET LOOP, IBC EAST	\$18.12	
	2026-00001740	04/07/2026	3/1-4/1/26 SVC-#4 B STREET LOOP, IBC EAST	\$14.82	
	2026-00001741	04/07/2026	3/1-4/1/26 SVC-1 MARCELLIN DR	\$14.95	
	2026-00001742	04/07/2026	3/1-4/1/26 SVC-2 MARCELLIN DR	\$14.04	
	2026-00001743	04/07/2026	3/1-4/1/26 SVC-3 MARCELLIN DR	\$14.18	
	2026-00001744	04/07/2026	3/1-4/1/26 SVC-1 GRAND CROSSING PKWY	\$14.10	
	2026-00001745	04/07/2026	3/1-4/1/26 SVC-2 GRAND CROSSING PKWY	\$14.06	
	2026-00001746	04/07/2026	3/1-4/1/26 SVC-#6 INDUSTRY WAY	\$16.21	
33637	04/29/2026			WALNUT VALLEY WATER DISTRICT	\$17,824.63
	Invoice	Date	Description	Amount	
	5630582	04/07/2026	3/1-3/31/26 SVC-WHEELING ACCOUNT	\$1,729.56	
	5630530	04/07/2026	3/1-3/31/26 SVC SE GRAND XING PKWY #1	\$763.85	
	5630531	04/07/2026	3/1-3/31/26 SVC SE GRAND XING PKWY #2	\$765.31	
	5630532	04/07/2026	3/1-3/31/26 SVC SE GRAND XING PKWY #3	\$934.67	
	5630533	04/07/2026	3/1-3/31/26 SVC SE GRAND XING PKWY #4	\$872.62	
	5630534	04/07/2026	3/1-3/31/26 SVC SE GRAND XING PKWY #5	\$358.70	
	5630528	04/07/2026	3/1-3/31/26 SVC SE GRAND XING PKWY #6	\$503.24	
	5630527	04/07/2026	3/1-3/31/26 SVC SE GRAND XING PKWY #7	\$642.67	
	5630535	04/07/2026	3/1-3/31/26 SVC MARCELLIN DR MTR#1	\$625.15	
	5630536	04/07/2026	3/1-3/31/26 SVC MARCELLIN DR MTR#2	\$563.10	
	5630524	04/07/2026	3/1-3/31/26 SVC MARCELLIN DR MTR#3	\$898.90	

**Successor Agency To The
Industry Urban Development Agency
Wells Fargo Bank
May 14, 2026**

Check	Date		Payee Name	Check Amount
IUDAADM.WF.CHK - IUDA Admin WF Checking				
5630537	04/07/2026		3/1-3/31/26 SVC MARCELLIN DR MTR#4	\$818.60
5630549	04/07/2026		3/1-3/31/26 SVC MARCELLIN DR MTR#5	\$736.11
5630550	04/07/2026		3/1-3/31/26 SVC MARCELLIN DR MTR#6	\$217.34
5630543	04/07/2026		3/1-3/31/26 SVC INDUSTRY WAY #1	\$621.50
5630544	04/07/2026		3/1-3/31/26 SVC INDUSTRY WAY #2	\$797.43
5630538	04/07/2026		3/1-3/31/26 SVC INDUSTRY WAY #3	\$452.14
5630539	04/07/2026		3/1-3/31/26 SVC INDUSTRY WAY #4	\$484.99
5630540	04/07/2026		3/1-3/31/26 SVC INDUSTRY WAY #5	\$484.26
5630541	04/07/2026		3/1-3/31/26 SVC INDUSTRY WAY #6	\$367.46
5630542	04/07/2026		3/1-3/31/26 SVC INDUSTRY WAY #7	\$367.46
5630548	04/07/2026		3/1-3/31/26 SVC INDUSTRY WAY #8	\$437.54
5630545	04/07/2026		3/1-3/31/26 SVC INDUSTRY WAY #9	\$433.89
5630546	04/07/2026		3/1-3/31/26 SVC INDUSTRY WAY #10	\$449.22
5630547	04/07/2026		3/1-3/31/26 SVC INDUSTRY WAY #11	\$444.84
5630443	04/07/2026		3/1-3/31/26 SVC KOHL'S CENTER/MEDIAN	\$563.44
5630571	04/07/2026		3/1-3/31/26 SVC SE GRAND CROSSING PKWY-TEMP	\$1,490.64
33638	05/14/2026		CNC ENGINEERING	\$58,972.50
Invoice	Date		Description	Amount
514987	04/23/2026		BAKER PKY SLOPE MAINT	\$1,650.00
514994	04/23/2026		ROUTE 57/60 CONFLUENCE PROJECT	\$590.00
514995	04/23/2026		INDUSTRY EAST TRAFFIC MITIGATION	\$3,650.00
514996	04/23/2026		IE TRAFFIC MITIGATION-GRAND AVE/LA PUENTE	\$9,227.50
514997	04/23/2026		IE TRAFFIC MITIGATION-VALLEY BLVD/LEMON AVE	\$1,740.00
514988	04/23/2026		IBC-SLOPES LANDSCAPE MAINT	\$1,860.00
514989	04/23/2026		IMPROVEMENTS TO MAINT ACCESS RDS	\$1,785.00
514990	04/23/2026		IBC-FUTURE PHASES AND STUDIES	\$21,510.00

**Successor Agency To The
Industry Urban Development Agency
Wells Fargo Bank
May 14, 2026**

Check	Date		Payee Name	Check Amount
IUDAADM.WF.CHK - IUDA Admin WF Checking				
	514991	04/23/2026	IBC-TRAFFIC MITIGATION	\$750.00
	514992	04/23/2026	IBC TRAFFIC MITIGATION-GRAND AVE & FERRERO PK	\$4,470.00
	514993	04/23/2026	IBC TRAFFIC MITIGATION-BREA CYN & CHERYL LN	\$11,740.00
33639	05/14/2026		ENVIRONS, INC.	\$10,037.50
	Invoice	Date	Description	Amount
	3876	04/07/2026	LANDSCAPE SVC-IBC PROJ	\$10,037.50
33640	05/14/2026		SCS ENGINEERS	\$5,993.58
	Invoice	Date	Description	Amount
	0572995	03/31/2026	LANDFILL ENG SVC-IBC PROJ	\$5,993.58
33641	05/14/2026		VERDANTAS INC.	\$8,918.75
	Invoice	Date	Description	Amount
	69911	01/09/2026	GEO SVC-LA PUENTE RD INTERSECTION	\$8,918.75
33642	05/14/2026		CNC ENGINEERING	\$58,972.50
	Invoice	Date	Description	Amount
	514987	04/23/2026	BAKER PKY SLOPE MAINT	\$1,650.00
	514994	04/23/2026	ROUTE 57/60 CONFLUENCE PROJECT	\$590.00
	514995	04/23/2026	INDUSTRY EAST TRAFFIC MITIGATION	\$3,650.00
	514996	04/23/2026	IE TRAFFIC MITIGATION-GRAND AVE/LA PUENTE	\$9,227.50
	514997	04/23/2026	IE TRAFFIC MITIGATION-VALLEY BLVD/LEMON AVE	\$1,740.00
	514988	04/23/2026	IBC-SLOPES LANDSCAPE MAINT	\$1,860.00
	514989	04/23/2026	IMPROVEMENTS TO MAINT ACCESS RDS	\$1,785.00
	514990	04/23/2026	IBC-FUTURE PHASES AND STUDIES	\$21,510.00
	514991	04/23/2026	IBC-TRAFFIC MITIGATION	\$750.00

**Successor Agency To The
Industry Urban Development Agency
Wells Fargo Bank
May 14, 2026**

Check	Date		Payee Name	Check Amount
IUDAADM.WF.CHK - IUDA Admin WF Checking				
	514992	04/23/2026	IBC TRAFFIC MITIGATION-GRAND AVE & FERRERO PK	\$4,470.00
	514993	04/23/2026	IBC TRAFFIC MITIGATION-BREA CYN & CHERYL LN	\$11,740.00
33643	05/14/2026		ENVIRONS, INC.	\$10,037.50
	Invoice	Date	Description	Amount
	3876	04/07/2026	LANDSCAPE SVC-IBC PROJ	\$10,037.50
33644	05/14/2026		SCS ENGINEERS	\$5,993.58
	Invoice	Date	Description	Amount
	0572995	03/31/2026	LANDFILL ENG SVC-IBC PROJ	\$5,993.58
33645	05/14/2026		VERDANTAS INC.	\$8,918.75
	Invoice	Date	Description	Amount
	69911	01/09/2026	GEO SVC-LA PUENTE RD INTERSECTION	\$8,918.75

Checks	Status	Count	Transaction Amount
	Total	10	\$185,875.73

**Successor Agency To The
Industry Urban Development Agency
Bank of America
May 14, 2026**

Check	Date	Payee Name	Check Amount
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PJ2.BOFA.CHK - Project 2 BofA Checking

2367	04/20/2026		IUDA-ADMINISTRATIVE ACCOUNT	\$642,000.00
	Invoice	Date	Description	Amount
	A2 REG 4/23/26	04/16/2026	TRANSFER FUNDS-SA REG 4/23/26	\$642,000.00

Checks	Status	Count	Transaction Amount
	Total	1	\$642,000.00

ITEM NO. 6.2

**SUCCESSOR AGENCY TO THE
INDUSTRY URBAN-DEVELOPMENT AGENCY
AUTHORIZATION FOR PAYMENT OF BILLS
May 28, 2026**

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
222	IUDA ADMIN	2,074,824.13
221	IUDA PROJECT 1	0.00
	IUDA PROJECT 2	0.00
	IUDA PROJECT 3	0.00
TOTAL ALL FUNDS		2,074,824.13

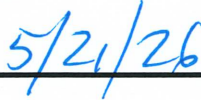
BANK RECAP:

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
WFBK	WELLS FARGO - CKING ACCOUNT	2,044,824.13
BOFA	BANK OF AMERICA	30,000.00
TOTAL ALL BANKS		2,074,824.13

APPROVED PER EXECUTIVE DIRECTOR



DATE



**Successor Agency To The
Industry Urban Development Agency
Wells Fargo Bank
May 28, 2026**

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

Check	Date	Payee Name	Check Amount	
33646	05/20/2026	INDUSTRY PUBLIC UTILITY COMMISSI	\$197.22	
	Invoice	Date	Description	Amount
	2026-00001850	05/06/2026	4/1-5/1/26 SVC-370 GRAND AVE S	\$66.26
	2026-00001851	05/06/2026	4/1-5/1/26 SVC-#2 B STREET LOOP, IBC EAST	\$14.22
	2026-00001852	05/06/2026	4/1-5/1/26 SVC-#3 B STREET LOOP, IBC EAST	\$17.64
	2026-00001853	05/06/2026	4/1-5/1/26 SVC-#4 B STREET LOOP, IBC EAST	\$14.35
	2026-00001854	05/06/2026	4/1-5/1/26 SVC-2 MARCELLIN DR	\$14.54
	2026-00001855	05/06/2026	4/1-5/1/26 SVC-3 MARCELLIN DR	\$13.72
	2026-00001856	05/06/2026	4/1-5/1/26 SVC-1 GRAND CROSSING PKWY	\$13.65
	2026-00001857	05/06/2026	4/1-5/1/26 SVC-2 GRAND CROSSING PKWY	\$13.61
	2026-00001858	05/06/2026	4/1-5/1/26 SVC-#6 INDUSTRY WAY	\$15.68
	2026-00001859	05/06/2026	4/1-5/1/26 SVC-2 MARCELLIN DR	\$13.55

Check	Date	Payee Name	Check Amount	
33647	05/28/2026	CNC ENGINEERING	\$122,780.00	
	Invoice	Date	Description	Amount
	515187	05/14/2026	IBC-SLOPES LANDSCAPE MAINT	\$3,105.00
	515188	05/14/2026	IMPROVEMENTS TO MAINT ACCESS RDS	\$7,290.00
	515189	05/14/2026	IBC-FUTURE PHASES AND STUDIES	\$36,320.00
	515190	05/14/2026	IBC-TRAFFIC MITIGATION	\$1,950.00
	515191	05/14/2026	IBC TRAFFIC MITIGATION-GRAND AVE & FERRERO PK	\$11,995.00
	515192	05/14/2026	IBC TRAFFIC MITIGATION-BREA CYN & CHERYL LN	\$24,962.50
	515185	05/14/2026	BAKER PKY SLOPE MAINT	\$2,475.00
	515186	05/14/2026	GRAND AVE/GOLDEN SPRINGS DR IMPROVEMENTS	\$1,845.00
	515193	05/14/2026	ROUTE 57/60 CONFLUENCE PROJECT	\$570.00
	515194	05/14/2026	INDUSTRY EAST TRAFFIC MITIGATION	\$5,202.50
	515195	05/14/2026	IE TRAFFIC MITIGATION-GRAND AVE/LA PUENTE	\$21,175.00
	515196	05/14/2026	IE TRAFFIC MITIGATION-VALLEY BLVD/LEMON AVE	\$4,060.00
	515197	05/14/2026	INDUSTRY EAST DEVELOPMENT	\$1,830.00

**Successor Agency To The
Industry Urban Development Agency
Wells Fargo Bank
May 28, 2026**

Check	Date		Payee Name	Check Amount
IUDAADM.WF.CHK - IUDA Admin WF Checking				
33648	05/28/2026		CT&T CONCRETE PAVING INC.	\$596,425.07
	Invoice	Date	Description	Amount
	#6GLP-0391	05/01/2026	GRAND AVE & LA PUENTE RD INTERSECTION IMPROV	\$627,815.90
33649	05/28/2026		GRIFFITH COMPANY	\$1,018,132.34
	Invoice	Date	Description	Amount
	#10-IBC-0390	05/01/2026	IMPROVEMENTS TO MAINT ACCESS RDS	\$1,071,718.25
33650	05/28/2026		GRIFFITH COMPANY	\$53,585.91
	Invoice	Date	Description	Amount
	#10IBC-0390-R	05/01/2026	RETENTION-IMPROVEMENTS TO MAINT ACCESS ROA	\$53,585.91
33651	05/28/2026		MARIPOSA LANDSCAPES, INC	\$253,323.59
	Invoice	Date	Description	Amount
	119787	04/30/2026	LANDSCAPE SVC-IBC SLOPES	\$253,323.59
33652	05/28/2026		RKA CONSULTING GROUP	\$380.00
	Invoice	Date	Description	Amount
	36926	04/28/2026	CITY OF WALNUT-STREET IMPROVEMENTS	\$380.00

Checks	Status	Count	Transaction Amount
	Total	7	\$2,044,824.13

**Successor Agency To The
Industry Urban Development Agency
Bank of America
May 28, 2026**

Check	Date	Payee Name	Check Amount
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PJ2.BOFA.CHK - Project 2 BofA Checking

2368	05/12/2026		IUDA-ADMINISTRATIVE ACCOUNT	\$30,000.00
	Invoice	Date	Description	Amount
	A2 REG 5/12/26	05/12/2026	TRANSFER FUNDS-SA REG 5/12/26	\$30,000.00

Checks	Status	Count	Transaction Amount
	Total	1	\$30,000.00

ITEM NO. 6.3



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
James Cramsie, Sr. Director of Engineering

DATE: May 28, 2026

SUBJECT: Consideration of Amendment No. 1 to the Maintenance Services Agreement with So Cal Sandbags, Inc., to provide maintenance services for the storm water best management practices (BMP's) at the Industry Business Center, revising the rate schedule, and extending the term through June 30, 2028

Background:

On January 25, 2024, the Successor Agency Board approved a Maintenance Services Agreement ("Agreement") with So Cal Sandbags to provide storm water best management practices maintenance services in an amount of \$200,000.00 through June 30, 2026. The scope of services includes the maintenance of the erosion/storm water control devices installed as part of the various projects at the Industry Business Center ("IBC"), since the maintenance requirements of the contractors responsible who performed the grading, including the building pads, has concluded.

Discussion:

So Cal Sandbags has provided ongoing BMP maintenance services for Agency projects throughout the years, and has been providing on call services over the last two years. The work conducted has mostly included maintenance on several damaged BMPs affected by past storm events. Staff recommends extending the Agreement with So Cal Sandbags through June 30, 2028 and revising the rate schedule to reflect their current rates.

Fiscal Impact:

The fiscal impact is \$200,000.00 over two years, as needed. This is budgeted for in ROPS 26-27 under line item no. 201, for \$140,000.00. Staff will propose a budget for this maintenance

work in ROPS 27-28 at a later date.

Recommendation:

Staff recommends that the Agency Board approve Amendment No. 1 to the Maintenance Services Agreement with So Cal Sandbags.

Exhibits:

1. So. Cal Sandbags - Amendment No. 1
2. SO CAL SANDBAGS INC MAINTENANCE SERVICES AGREEMENT JAN 25 2024

**AMENDMENT NO. 1
TO MAINTENANCE SERVICES AGREEMENT WITH SO. CAL. SANDBAGS, INC.**

This Amendment No. 1 to the Maintenance Services Agreement (“Agreement”), is made and entered into this 28th day of May, 2026, by and between the Successor Agency to the Industry Urban-Development Agency, a public agency (“Agency”) and So. Cal. Sandbags, Inc. a California corporation (“Contractor”). The Agency and Contractor are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about January 25, 2024, the Agreement was entered into between the Agency and Contractor to provide storm water best management practices maintenance service, serving a public agency, in the amount of \$200,000.00, through June 30, 2026; and

WHEREAS, the Parties desire to amend the Agreement to extend the term through June 30, 2028, to allow Contractor to continue providing services, and revise the Rate Schedule to reflect Contractor’s current rates; and

WHEREAS, for the reasons set forth herein, the Agency and Contractor desire to enter into this Amendment No. 1, as set forth below.

AMENDMENT

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

1. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2028, unless sooner terminated pursuant to the provisions of this Agreement.

EXHIBIT B, RATE SCHEDULE

The Rate Schedule is hereby rescinded in its entirety and replaced with 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 Contractor represents and warrants that he/she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

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

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

“CONTRACTOR”
SO. CAL SANDBAGS, INC.

By: _____
Joshua Nelson, Executive Director

By: _____
Peter Rasinski, President

Attest:

By: _____
Julie Gutierrez-Robles, Agency Secretary

APPROVED AS TO FORM

By: _____
James M. Casso, General Counsel

ATTACHMENT 1
EXHIBIT B
RATE SCHEDULE

Erosion Control (SWPPP) Material/Labor - Master Price List - 2026 / 2027

So Cal Sandbags, Inc.

EROSION CONTROL ITEMS			Unit of Measure	PW Pricing
1	Gravelbags w/ Birds Eye Gravel	Each	\$1.75	
2	Bag Delivery Charge (Varies by Project Location)	Each	Varies by Location	
3	Filter Fabric (Roll is 360' x 15')	L.F.	\$3.00	
4	25' Straw Wattles (9" x 25')	Roll	\$42.00	
5	Ertec Curb inlet guard	Each	\$85.00	
6	10 mil Visqueen (1 Roll = 20' x 100')	Roll	\$225.00	
7	6 mil Visqueen (1 Roll = 40' x 100')	Roll	\$275.00	
8	Safety Fence - Heavy Duty Roll	Roll	\$100.00	
9	Silt Fence (Black or Orange)	Roll	\$65.00	
10	Binder and Hydromulch	SqFt	\$0.0550	
11	2" Trash Pump with fuel and hoses	Day	\$250.00	
12	3" Trash Pump with fuel and hoses	Day	\$250.00	
13	4" Trash Pump with fuel and hoses	Day	\$250.00	
14	2" Submersible Pump w/ Generator	Day	\$250.00	
15	Discharge Hoses 3"	Day	No Charge w/ Pump	
16	De-Watering Bag	Each	\$100.00 / \$150.00	
17	Concrete Washout Basin, Install (8' x 8')	Each	\$200.00	
18	Concrete Washout Basin, Remove (8' x 8')	Each	\$750.00	
19	Concrete Washout Basin, Remove, Replace & Reinstall (8' x 8')	Each	\$800.00	
20	Concrete Washout Basin, Pump (8' x 8')	Each	\$250.00	
21	Concrete Washout Basin, Install (8' x 16')	Each	\$400.00	
22	Concrete Washout Basin, Remove (8' x 16')	Each	\$800.00	
23	Concrete Washout Basin, Remove, Replace & Reinstall (8' x 16')	Each	\$850.00	
24	Concrete Washout Basin, Pump (8' x 16')	Each	\$300.00	
25	Shaker Plates (8' x 10') - Rental	Month	\$100.00	
26	Knob Top Delineator w/ Base	Each	\$40.00	
27	Wood Stakes - 42"	Each	\$2.25	
28	Wood Stakes - 18" (50 per Bundle)	Bundle	\$40.00	
29	Metal T-Post	Each	\$7.50	
30	3/4" Rock Delivered	T&T	\$550.00	
31	1 1/2" & 3" Rock Delivered	T&T	\$550.00	
32	Any Receipts for Reimbursement	Receipt	Plus 15%	
33	Chainlink Fence Installed	L.F.	\$19.50	
34	Double Swing Gate & Hardware Installed	Each	\$700.00	
35	Single Swing Gate & Hardware Installed	Each	\$450.00	
36	Man Gate & Hardware Installed	Each	\$450.00	
37	6' Windsreen w/ Wind Vents Installed	L.F.	\$3.75	
38	8' Line Posts HD	Each	\$39.50	
39	8' Gate Posts HD	Each	\$49.50	
40	Fence Panels 6' x 12' w/ T-Stand	Each	\$185.00	
41	Metal T-Stand	Each	\$40.00	
42	40 CY Trash Bin	Each	\$850.00	
LABOR			Unit of Measure	PW Pricing
1	Foreman (SWPPP Certified, minium 5 years experience)	Hour	\$130.00	
2	Laborer (SWPPP Certified)	Hour	\$120.00	
3	Construction Laborer	Hour	\$120.00 to \$160.00	
4	Supervisor	Hour	\$125.00	
OPERATED EQUIPMENT			Unit of Measure	PW Pricing
1	Loader	Hour	\$225.00	
2	Backhoe	Hour	\$205.00	
3	Bobcat with Attachments	Hour	\$205.00	
4	Trencher	Hour	\$150.00	
5	Skiploader	Hour	\$185.00	
6	Flatbed Truck & Tools	Hour	\$40.00	
7	Dump Truck	Hour	\$125.00	
8	Water Truck	Hour	\$125.00	
10	18 Wheel Dump Truck & Pup/Transfer/Semi-end Dump	Hour	\$165.00	
Misc. Equipment, Tools & SWPPPs Compliance			Unit of Measure	PW Pricing
1	Cutoff Saw w/ Concrete Blade & Fuel	Day	\$175.00	
2	Dirt Whacker / Jumping Jack or Vibratory Plate	Day	\$175.00	
3	Jack Hammer Combo (60 lbs. Electric Only)	Day	\$175.00	
4	Tow Behind Air Compressor with Tools	Day	\$375.00	
5	Pressure Washer (3,500 PSI)	Day	\$150.00	
6	Backpack / Gas Powered Blower	Day	\$75.00	
7	Weed Whacker w/ Fuel & String	Day	\$75.00	
8	Chain Saw w/ Fuel	Day	\$75.00	
9	1.5" or 2.5" Fire Hose (Up to 250', additional is \$25 per 50')	Day	\$100.00	

**EXHIBIT A TO AMENDMENT NO. 1:
MAINTENANCE SERVICES AGREEMENT WITH SO. CAL. SANDBAGS, INC.
(DATED JANUARY 25, 2024)**

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

MAINTENANCE SERVICES AGREEMENT

This MAINTENANCE SERVICES AGREEMENT (“Agreement”), is made and effective as of January 25, 2024 (“Effective Date”), between the Successor Agency to the Industry Urban-Development Agency, a public body, corporate and politic (“Agency”) and So. Cal. Sandbags, Inc. a California corporation (“Contractor”). The Agency and Contractor are hereinafter collectively referred to as the “Parties”.

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2026, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

(c) Contractor shall perform all Services in a manner reasonably satisfactory to the Agency and in a first-class manner in conformance with the standards of quality normally observed by an entity providing storm water best management practices maintenance service, serving a public agency.

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

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

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

3. MANAGEMENT

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

4. PAYMENT

(a) The Agency agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Two Hundred Thousand Dollars (\$200,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

5. LABOR CODE AND PREVAILING WAGES

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

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

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

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

(e) If the Services are being performed as part of an applicable Public works or Maintenance project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Agreement and require the same of any subcontractors, as applicable. This Services set forth in this Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements.

6. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

7. OWNERSHIP OF DOCUMENTS

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

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

transferring, copying and/or printing computer files. Contractor hereby grants to Agency all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Contractor in the course of providing the services under this Agreement. All reports, documents, or other written material developed by Contractor in the performance of the Services pursuant to this Agreement, shall be and remain the property of the Agency.

8. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

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

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

9. INSURANCE

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

10. INDEPENDENT CONTRACTOR

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

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

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

11. LEGAL RESPONSIBILITIES

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

12. UNDUE INFLUENCE

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

13. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

15. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by

a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To Agency:	Successor Agency to the Industry Urban-Development Agency 15625 Mayor Dave Way City of Industry, CA 91744 Attention: Executive Director
With a Copy To:	Casso & Sparks, LLP 13300 Crossroads Parkway North, Suite 410 Agency of Industry, CA 91746 Attention: James M. Casso, General Counsel
To Contractor:	So Cal Sandbags, Inc. 12620 Bosley Lane Corona, CA 92883 Attention: Peter Rasinski, President

16. ASSIGNMENT

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

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

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

17. GOVERNING LAW/ATTORNEYS' FEES

The Agency and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this

Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Los Angeles County, California. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to the Services provided by Contractor under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and Contractors, as well as costs on appeal, in addition to any other relief to which it may be entitled.

18. ENTIRE AGREEMENT

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

19. SEVERABILITY

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

20. COUNTERPARTS

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

21. CAPTIONS

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

22. WAIVER

The waiver by Agency or Contractor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or

condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by Agency or Contractor unless in writing.

23. REMEDIES

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

24. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

“AGENCY”
Successor Agency to the Industry
Urban-Development Agency

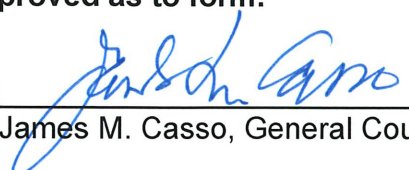
“CONTRACTOR”
So Cal Sandbags, Inc.

By: 
Joshua Nelson, Executive Director

By: 
Peter Rasinski, President

Attest:

By: Julie Gutierrez-Robles, Secretary

Approved as to form:

By: James M. Casso, General Counsel

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

EXHIBIT A

SCOPE OF SERVICES

The Contractor shall provide the following maintenance services at the Industry Business Center property that include:

1. Provide on-call maintenance services for repair or replacement of damaged or missing erosion/storm water control devices.
2. The following items shall be provided on an as-needed basis:
 - a. Products
 - i. Gravel and/or Sandbags
 - ii. Silt Fencing
 - iii. Straw Wattles
 - iv. Temporary Construction Entrances
 - v. Rock/Sand Materials
 - vi. Chain Link Fencing with Windscreens
 - vii. Visqueen
 - b. Services
 - i. 24/7 Emergency Service
 - ii. Hydro Spraying/Soil Stabilization
 - iii. Weed Abatement
 - c. Labor & Equipment
 - i. Storm Water Pollution Prevention Plan (SWPPP) Trained and Certified Crews
 - ii. Operated Heavy Equipment
 - iii. Pumps (2" to 6")
 - iv. Trucks

EXHIBIT B
RATE SCHEDULE

EROSION CONTROL ITEMS		Unit of Measure	PW Pricing
1	Gravelbags w/ Birds Eye Gravel	Each	\$1.65
2	Bag Delivery Charge (Varies by Project Location)	Each	Varies by Location
3	Filter Fabric (Roll is 360' x 15')	L.F.	\$3.00
4	25' Straw Wattles (9" x 25')	Roll	\$40.00
5	Ertec Curb inlet guard	Each	\$85.00
6	10 mil Visqueen (1 Roll = 20' x 100')	Roll	\$225.00
7	6 mil Visqueen (1 Roll = 40' x 100')	Roll	\$275.00
8	Safety Fence - Heavy Duty Roll	Roll	\$100.00
9	Silt Fence (Black or Orange)	Roll	\$65.00
10	Binder and Hydromulch	SqFt	\$0.0550
11	2" Trash Pump with fuel and hoses	Day	\$250.00
12	3" Trash Pump with fuel and hoses	Day	\$250.00
13	4" Trash Pump with fuel and hoses	Day	\$250.00
14	2" Submersible Pump w/ Generator	Day	\$250.00
15	Discharge Hoses 3"	Day	No Charge w/ Pump
16	De-Watering Bag	Each	\$100.00 / \$150.00
17	Concrete Washout Basin, Install (8' x 8')	Each	\$200.00
18	Concrete Washout Basin, Remove (8' x 8')	Each	\$750.00
19	Concrete Washout Basin, Remove, Replace & Reinstall (8' x 8')	Each	\$800.00
20	Concrete Washout Basin, Pump (8' x 8')	Each	\$250.00
21	Concrete Washout Basin, Install (8' x 16')	Each	\$400.00
22	Concrete Washout Basin, Remove (8' x 16')	Each	\$800.00
23	Concrete Washout Basin, Remove, Replace & Reinstall (8' x 16')	Each	\$850.00
24	Concrete Washout Basin, Pump (8' x 16')	Each	\$300.00
25	Shaker Plates (8' x 10') - Rental	Month	\$100.00
26	Knob Top Delineator w/ Base	Each	\$40.00
27	Wood Stakes - 42"	Each	\$2.25
28	Wood Stakes - 18" (50 per Bundle)	Bundle	\$40.00
29	Metal T-Post	Each	\$7.50
30	3/4" Rock Delivered	T&T	\$475.00
31	1 1/2" & 3" Rock Delivered	T&T	\$475.00
32	Any Receipts for Reimbursement	Receipt	At Cost
33	Chainlink Fence Installed	L.F.	\$18.50
34	Double Swing Gate & Hardware Installed	Each	\$650.00
35	Single Swing Gate & Hardware Installed	Each	\$400.00
36	Man Gate & Hardware Installed	Each	\$400.00
37	6' Windsreen w/ Wind Vents Installed	L.F.	\$3.75
38	8' Line Posts HD	Each	\$39.50
39	8' Gate Posts HD	Each	\$49.50
40	Fence Panels 6' x 12' w/ T-Stand	Each	\$185.00
41	Metal T-Stand	Each	\$40.00
42	40 CY Trash Bin	Each	\$850.00
LABOR		Unit of Measure	PW Pricing
1	Foreman (SWPPP Certified, minimum 5 years experience)	Hour	\$125.00
2	Laborer (SWPPP Certified)	Hour	\$115.00
3	Construction Laborer	Hour	\$115.00 to \$155.00
4	Supervisor	Hour	\$125.00
OPERATED EQUIPMENT		Unit of Measure	PW Pricing
1	Loader	Hour	\$225.00
2	Backhoe	Hour	\$205.00
3	Bobcat with Attachments	Hour	\$205.00
4	Trencher	Hour	\$150.00
5	Skiploader	Hour	\$185.00
6	Flatbed Truck & Tools	Hour	\$40.00
7	Dump Truck	Hour	\$125.00
8	Water Truck	Hour	\$125.00
10	18 Wheel Dump Truck & Pup/Transfer/Semi-end Dump	Hour	\$165.00
Misc. Equipment, Tools & SWPPPs Compliance		Unit of Measure	PW Pricing
1	Cutoff Saw w/ Concrete Blade & Fuel	Day	\$175.00
2	Dirt Whacker / Jumping Jack or Vibratory Plate	Day	\$175.00
3	Jack Hammer Combo (60 lbs. Electric Only)	Day	\$175.00
4	Tow Behind Air Compressor with Tools	Day	\$375.00
5	Pressure Washer (3,500 PSI)	Day	\$150.00
6	Backpack / Gas Powered Blower	Day	\$75.00
7	Weed Whacker w/ Fuel & String	Day	\$75.00
8	Chain Saw w/ Fuel	Day	\$75.00
9	1.5" or 2.5" Fire Hose (Up to 250', additional is \$25 per 50')	Day	\$100.00

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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