

CITY OF INDUSTRY

CITY COUNCIL REGULAR MEETING AGENDA

February 27, 2020
9:00 AM



Mayor Cory C. Moss
Mayor Pro Tem Cathy Marcucci
Council Member Abraham Cruz
Council Member Mark D. Radecki
Council Member Newell Ruggles

Location: City Council Chamber, 15651 East Stafford Street, City of Industry, California 91744

Addressing the City Council:

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

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 East Stafford Street, Suite 100, City of Industry, California, at the office of the City Clerk during regular business hours, Monday through Thursday 8:00 a.m. to 5:00 p.m., Fridays 8:00 a.m. to 4:00 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.

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1. Call to Order
 2. Flag Salute
 3. Roll Call
 4. Public Comments

5. **CONSENT CALENDAR**

All matters listed under the Consent Calendar are considered to be routine and will be enacted by one vote. There will be no separate discussion of these items unless members of the City Council, the public, or staff request specific items be removed from the Consent Calendar for separate action.

5.1 Consideration of the Register of Demands for February 27, 2020

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

5.2 Consideration of Amendment No. 1 to the Professional Services Agreement with Geo-Advantec Inc. for On-Call Geotechnical Engineering Services, extending the term through December 31, 2022

RECOMMENDED ACTION: Approve the Amendment.

6. **ACTION ITEMS**

6.1 Presentation of the FY 2019-20 Mid-Year Budget Update, and Consideration of Resolution No. CC 2020-05 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING AND ADOPTING THE CITY'S FISCAL YEAR 2019-20 PROPOSED MID-YEAR BUDGET ADJUSTMENTS AND FISCAL YEAR 2019-20 PROPOSED MID-YEAR BUDGET ADJUSTMENTS FOR THE CAPITAL IMPROVEMENT PROGRAM BUDGET

RECOMMENDED ACTION: Adopt Resolution No. CC 2020-05.

6.2 Consideration of Amendment No. 1 to the Professional Services Agreement with Joe A. Gonsalves & Son, for Governmental Relations Services, extending the term through June 30, 2024

RECOMMENDED ACTION: Approve the Amendment.

6.3 Consideration of Amendment No. 1 to the Professional Services Agreement with Prince Global Solutions, LLC, for Lobbying Services at the Federal Level, extending the term to June 30, 2021, and increasing compensation by \$83,500.00

RECOMMENDED ACTION: Approve the Amendment.

- 6.4 Consideration of a Notice of Completion, for the Metrolink Station Video Security System, Installation, and Commissioning Services, with Birdi & Associates, Inc. (Agreement No. DS-18-018-B, Project No. CIP-FAC-18-013-B)

RECOMMENDED ACTION: Approve the Notice of Completion, and authorize the City Engineer to execute the Notice of Completion, and the City Clerk to file same.

- 6.5 Consideration of a Maintenance Service Agreement with Pacific Utility Installation, Inc. for the operation and maintenance of the City's streetlight system in an amount not-to-exceed \$100,000, through February 28, 2021

RECOMMENDED ACTION: Approve the Agreement.

- 6.6 Consideration of Amendment No. 1 to the Professional Services Agreement with Sage Environmental Group, LLC for on-call biological monitoring support services, through February 27, 2023

RECOMMENDED ACTION: Approve the Amendment.

- 6.7 Consideration of an Amended and Restated Professional Services Agreement with Industry Security Services, Inc., for Security Services at various locations throughout the City, in the amount of \$3,505,890.81, for the period of January 23, 2020 through December 31, 2022

RECOMMENDED ACTION: Approve the Amended and Restated Professional Services Agreement.

7. **PUBLIC HEARINGS**

- 7.1 Consideration of Development Plan No. 19-10, for the construction of a new 4,550 square-foot commercial building with a drive-thru located at 17427 Colima Road, and Conditional Use Permit 19-04 for a new fast food restaurant use, with 200 seats, known as Panera Bread.

Consideration of Resolution No. CC 2020-04 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ACCEPTING THE SURRENDER OF CONDITIONAL USE PERMIT 98-4, AND APPROVING DEVELOPMENT PLAN NO. 1-10 FOR THE CONSTRUCTION OF A NEW 4,550 SQUARE FOOT COMMERCIAL BUILDING WITH A DRIVE-THRU AND AN OUTDOOR PATIO THAT IS APPROXIMATELY 1,000 SQUARE FEET, AND CONDITIONAL USE PERMIT 19-04, A REQUEST FOR A NEW FAST FOOD RESTAURANT, LOCATED AT 17427 COLIMA ROAD IN THE CITY OF INDUSTRY, CALIFORNIA, AND NOTICE OF EXEMPTION REGARDING SAME

RECOMMENDED ACTION: Adopt Resolution No. CC 2020-04.

8. **CITY MANAGER REPORTS**

9. **AB 1234 REPORTS**

10. **CITY COUNCIL COMMUNICATIONS**

11. **CLOSED SESSION**

11.1 Conference with real property negotiators pursuant to Government Code Section 54956.8:

Property: 334 El Encanto Road, City of Industry, CA also known as Assessor's Parcel Number 8208-027-014
Agency Negotiators: Troy Helling, City Manager
Bing Hyun, Assistant City Manager
Negotiating Parties: Gaytan Group LLC
Under Negotiation: Price and terms of payment

11.2 PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957(b)(1) (PER STATE CONTROLLER'S RECOMMENDATION FOR ANNUAL REVIEWS)
TITLE: City Treasurer

11.3 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of litigation pursuant to Government Code Section 54956.9(d)(4)
(One Potential Case)

12. Adjournment. The next regular City Council Meeting will be Thursday, March 12, 2020 at 9:00 a.m.

CITY COUNCIL

ITEM NO. 5.1

**CITY OF INDUSTRY
AUTHORIZATION FOR PAYMENT OF BILLS
CITY COUNCIL MEETING OF FEBRUARY 27, 2020**

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	2,626,290.27
103	PROP A FUND	9,044.60
120	CAPITAL IMPROVEMENT FUND	211,680.62
TOTAL ALL FUNDS		2,847,015.49

BANK RECAP:

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BANK OF AMERICA - CKING ACCOUNT	0.00
PROP/A	PROP A - CKING ACCOUNT	9,044.60
REF	REFUSE - CKING ACCOUNT	1,513,015.24
WFBK	WELLS FARGO - CKING ACCOUNT	1,324,955.65
TOTAL ALL BANKS		2,847,015.49

APPROVED PER CITY MANAGER

CITY OF INDUSTRY

PROP A

February 27, 2020

Check	Date		Payee Name	Check Amount
PROPA.CHK - Prop A Checking				
90152	02/27/2020		CITY OF INDUSTRY-REFUSE	\$78.80
	Invoice	Date	Description	Amount
	3903724	02/01/2020	DISP SVC-METROLINK	\$78.80
90153	02/27/2020		CNC ENGINEERING	\$5,437.50
	Invoice	Date	Description	Amount
	500246	02/13/2020	ANNUAL BUS STOP ADA IMPROVEMENTS	\$2,380.00
	500291	02/13/2020	FULLERTON RD GRADE SEPARATION	\$2,377.50
	500292	02/13/2020	FAIRWAY DR GRADE SEPARATION	\$680.00
90154	02/27/2020		INDUSTRY SECURITY SERVICES	\$3,427.90
	Invoice	Date	Description	Amount
	14-24440	01/31/2020	SECURITY SVC-METROLINK	\$1,713.95
	14-24456	02/07/2020	SECURITY SVC-METROLINK	\$1,713.95
90155	02/27/2020		SO CAL INDUSTRIES	\$100.40
	Invoice	Date	Description	Amount
	421975	01/28/2020	RR RENTAL-METROLINK	\$100.40

Checks	Status	Count	Transaction Amount
	Total	4	\$9,044.60

**CITY OF INDUSTRY
WELLS FARGO REFUSE**

February 27, 2020

Check	Date	Payee Name		Check Amount
REFUSE - Refuse Account				
WT270	02/05/2020	CITY OF INDUSTRY DISPOSAL CO.		\$1,512,647.72
	Invoice	Date	Description	Amount
	3920798	02/05/2020	REFUSE SVC 1/1-1/31/20	\$1,512,647.72
80144	02/11/2020	SUMSOM CONSTRUCTION		\$367.52
	Invoice	Date	Description	Amount
	2/4/2020	02/04/2020	REFUND DUE TO OVERPAYMENT-CID ACCT 404965	\$367.52

Check	Status	Count	Transaction Amount
	Total	2	\$1,513,015.24

**CITY OF INDUSTRY
WELLS FARGO BANK
February 27, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
73010	02/07/2020		IRRI-CARE PLUMBING & BACKFLOW	\$7,645.19
	Invoice	Date	Description	Amount
	10654	12/30/2019	BACKFLOW TESTING-PACIFIC PALMS HOTEL	\$227.77
	10655	12/30/2019	BACKFLOW TESTING-EL ENCANTO	\$234.24
	10653	12/30/2019	BACKFLOW TESTING/REPAIRS-VARIOUS CITY SITES	\$7,183.18
73011	02/11/2020		L A COUNTY REGISTRAR-	\$2,406.75
	Invoice	Date	Description	Amount
	DP 19-2, JN9332	02/10/2020	FEE-NOTICE OF DETERMINATION FOR MND	\$2,406.75
73012	02/11/2020		L A COUNTY REGISTRAR-	\$75.00
	Invoice	Date	Description	Amount
	DP19-2, JN9332-A	02/10/2020	FEE-LA COUNTY FILING FEE	\$75.00
73013	02/11/2020		L A COUNTY REGISTRAR-	\$75.00
	Invoice	Date	Description	Amount
	CUP19-04, JN9343	02/10/2020	FEE-LA COUNTY FILING FEE	\$75.00
73014	02/11/2020		TPX COMMUNICATIONS	\$4,099.92
	Invoice	Date	Description	Amount
	124869735-0	12/31/2019	TEL/INTERNET-HOMESTEAD	\$2,050.78
	125984389-0	01/31/2020	TEL/INTERNET-HOMESTEAD	\$2,049.14
73015	02/12/2020		EL ENCANTO HEALTHCARE	\$182,736.59
	Invoice	Date	Description	Amount
	2/12/2020	02/12/2020	FINANCIAL ASSISTANCE FY 19/20-EL ENCANTO	\$182,736.59

**CITY OF INDUSTRY
WELLS FARGO BANK
February 27, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
73016	02/13/2020		AT & T	\$9.01
	Invoice	Date	Description	Amount
	2020-00001219	02/01/2020	02/01-02/29/20 SVC - CITY WHITE PAGES	\$9.01
73017	02/13/2020		FRONTIER	\$1,128.92
	Invoice	Date	Description	Amount
	2020-00001220	02/01/2020	02/01-02/29/20 SVC - VARIOUS SITES	\$927.94
	2020-00001221	02/02/2020	02/02-03/01/20 SVC - 1015 NOGALES ST	\$55.99
	2020-00001222	02/02/2020	02/02-03/01/20 SVC - IH GOLF COURSE FUEL PUMP	\$144.99
73018	02/13/2020		INDUSTRY PUBLIC UTILITIES	\$129.16
	Invoice	Date	Description	Amount
	2020-00001223	01/17/2020	11/18-01/17/20 SVC - VALLEY & 7TH (IRR)	\$129.16
73019	02/13/2020		ROWLAND WATER DISTRICT	\$2,735.09
	Invoice	Date	Description	Amount
	2020-00001232	01/29/2020	12/12-01/13/20 SVC - AZUSA AVE - RC	\$55.39
	2020-00001233	01/29/2020	12/12-01/13/20 SVC - 755 NOGALES AT - RC	\$254.74
	2020-00001234	01/29/2020	12/12-01/13/20 SVC - HURLEY ST & VALLEY BLVD	\$403.72
	2020-00001235	01/29/2020	12/12-01/13/20 SVC - 18044 ROWLAND ST	\$55.18
	2020-00001236	01/29/2020	12/12-01/13/20 SVC - 17401 E VALLEY BLVD	\$343.04
	2020-00001237	01/29/2020	12/12-01/13/20 SVC - 930 S AZUSA AVE	\$447.82
	2020-00001238	01/29/2020	12/12-01/13/20 SVC - 1123 HATCHER ST STE C	\$48.88
	2020-00001239	01/29/2020	12/12-01/13/20 SVC - 1123 HATCHER ST STE D	\$64.63
	2020-00001240	01/29/2020	12/12-01/13/20 SVC - 1135 HATCHER AVE	\$42.58
	2020-00001242	01/29/2020	12/13-01/14/20 SVC - 1100 S AZUSA AVE	\$174.17

**CITY OF INDUSTRY
WELLS FARGO BANK
February 27, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2020-00001243	01/29/2020	12/13-01/15/20 SVC - 1015 NOGALES ST - PUMP	\$320.99
	2020-00001245	01/29/2020	12/13-01/14/20 SVC - AZUSA AVE - CENTER	\$58.33
	2020-00001246	01/29/2020	12/13-01/15/20 SVC - AZUSA AVE	\$59.16
	2020-00001247	01/29/2020	12/13-01/15/20 SVC - 909 U NOGALES ST - IRR	\$363.88
	2020-00001248	01/29/2020	12/13-01/15/20 SVC - 1023 NOGALES ST - IRR	\$42.58
73020	02/13/2020		SAN GABRIEL VALLEY WATER CO.	\$5,106.92
	Invoice	Date	Description	Amount
	2020-00001249	01/28/2020	12/27-01/27/20 SVC - IRRIG SALT LAKE/SEVENTH	\$198.94
	2020-00001250	01/28/2020	12/27-01/27/20 SVC - PELLISSIER	\$372.61
	2020-00001251	01/28/2020	12/27-01/27/20 SVC - S/E COR OF PELLISSIER	\$1,180.21
	2020-00001252	01/28/2020	12/27-01/27/20 SVC - PECK/UNION PACIFIC BRIDGE	\$568.40
	2020-00001253	01/28/2020	12/27-01/27/20 SVC - PELLISSIER	\$241.51
	2020-00001254	01/28/2020	12/27-01/27/20 SVC - PELLISSIER	\$326.06
	2020-00001255	01/28/2020	12/27-01/27/20 SVC - STA 111-50 CROSSROADS PKY	\$309.05
	2020-00001256	01/28/2020	12/27-01/27/20 SVC - STA 129-00 CROSSROADS PKY	\$471.93
	2020-00001257	01/28/2020	12/27-01/27/20 SVC - CROSSROADS PKY NORTH	\$318.12
	2020-00001258	01/28/2020	12/27-01/27/20 SVC - CROSSROADS PKY SOUTH	\$572.38
	2020-00001259	01/28/2020	12/27-01/27/20 SVC - STA 103-80 CROSSROADS PKY	\$170.00
	2020-00001260	01/28/2020	12/27-01/27/20 SVC - CROSSROADS PKY SOUTH	\$377.71
73021	02/13/2020		SO CALIFORNIA EDISON COMPANY	\$8,984.52
	Invoice	Date	Description	Amount
	2020-00001205	01/27/2020	12/24-01/25/20 SVC - VARIOUS SITES	\$579.33
	2020-00001206	01/29/2020	12/27-01/28/20 SVC - 205 N HUDSON AVE	\$264.87
	2020-00001207	01/29/2020	12/27-01/28/20 SVC - 15660 STAFFORD ST	\$1,643.65
	2020-00001208	01/29/2020	12/27-01/28/20 SVC - 137 N HUDSON AVE	\$490.47
	2020-00001209	01/29/2020	12/24-01/25/20 SVC - VARIOUS SITES	\$910.55

**CITY OF INDUSTRY
WELLS FARGO BANK
February 27, 2020**

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CITY.WF.CHK - City General Wells Fargo				
	2020-00001210	02/04/2020	01/01-02/01/20 SVC - GALE AVE/L STREET	\$38.83
	2020-00001211	02/04/2020	01/01-02/01/20 SVC - NOGALES ST/SAN JOSE AVE	\$467.74
	2020-00001212	02/04/2020	01/01-02/01/20 SVC - 1 VALLEY/AZUSA OL1	\$17.19
	2020-00001213	02/04/2020	12/01-02/01/20 SVC - VARIOUS SITES	\$197.45
	2020-00001214	02/05/2020	01/03-02/03/20 SVC - 15625 STAFFORD ST	\$3,753.46
	2020-00001215	02/06/2020	01/07-02/05/20 SVC - 1135 HATCHER AVE	\$212.99
	2020-00001216	02/06/2020	01/07-02/05/20 SVC - 1123 HATCHER AVE STE A	\$214.05
	2020-00001217	02/07/2020	01/05-02/05/20 SVC - 133 N AZUSA AVE	\$153.03
	2020-00001218	02/07/2020	12/06-02/05/20 SVC - VARIOUS SITES	\$40.91
73022	02/13/2020		SOCALGAS	\$2,159.86
	Invoice	Date	Description	Amount
	2020-00001224	01/24/2020	12/20-01/22/20 SVC - 15415 DON JULIAN RD	\$336.17
	2020-00001225	01/31/2020	12/30-01/29/20 SVC - 1015 NOGALES ST STE 101	\$15.46
	2020-00001226	01/31/2020	12/30-01/29/20 SVC - 710 NOGALES ST	\$14.79
	2020-00001227	02/04/2020	01/03-01/31/20 SVC - 1 INDUSTRY HILLS PKWY	\$15.02
	2020-00001228	02/06/2020	01/06-02/04/20 SVC - 15651 STAFFORD ST	\$398.26
	2020-00001229	02/06/2020	01/06-02/04/20 SVC - 15633 RAUSCH RD	\$371.31
	2020-00001230	02/06/2020	01/06-02/04/20 SVC - 15625 STAFFORD ST APT A	\$437.02
	2020-00001231	02/06/2020	01/06-02/04/20 SVC - 15625 STAFFORD ST APT B	\$571.83
73023	02/13/2020		SUBURBAN WATER SYSTEMS	\$453.13
	Invoice	Date	Description	Amount
	180031563559	01/24/2020	12/24-01/23/20 SVC - AZUSA & GEMINI	\$110.29
	180011993137	02/04/2020	01/03-02/03/20 SVC - NE CNR VALLEY/STIMS	\$342.84

**CITY OF INDUSTRY
WELLS FARGO BANK
February 27, 2020**

Check	Date	Payee Name			Check Amount
CITY.WF.CHK - City General Wells Fargo					
73024	02/13/2020	VERIZON WIRELESS - LA			\$5,068.19
	Invoice	Date	Description	Amount	
	9847156427	01/26/2020	12/27-01/26/20 SVC - VARIOUS WIRELESS SVC	\$5,068.19	
73025	02/27/2020	ANNEALTA GROUP			\$110,695.50
	Invoice	Date	Description	Amount	
	1677	02/10/2020	804 S AZUSA AVE	\$517.00	
	1668	02/10/2020	STORMWATER COMPLIANCE-JAN 2020	\$26,506.50	
	1669	02/10/2020	PUBLIC WORKS SUPPORT SVC-JAN 2020	\$7,224.00	
	1670	02/10/2020	GENERAL DEVELOPMENT SVC-JAN 2020	\$29,702.00	
	1672	02/10/2020	13055 E TEMPLE AVE	\$214.00	
	1673	02/10/2020	1600 AZUSA #285 & #287	\$551.50	
	1674	02/10/2020	17150 GALE AVE	\$564.00	
	1675	02/10/2020	17427 COLIMA	\$428.00	
	1676	02/10/2020	20701 E CURRIER RD	\$329.00	
	1678	02/10/2020	BILLBOARD, 19465 E WALNUT D	\$182.00	
	1679	02/10/2020	PENSKE DEALERSHIP	\$1,676.00	
	1671	02/10/2020	GENERAL PLANNING SVC-JAN 2020	\$42,801.50	
73026	02/27/2020	ARAMARK REFRESHMENT SERVICE,			\$110.00
	Invoice	Date	Description	Amount	
	6181410	02/11/2020	COFFEE SVC AND SUPPLIES	\$110.00	
73027	02/27/2020	AVANT-GARDE, INC			\$3,015.00
	Invoice	Date	Description	Amount	
	5931	02/03/2020	PROJECT MGMT-CITYWIDE BRIDGES	\$3,015.00	

**CITY OF INDUSTRY
WELLS FARGO BANK
February 27, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
73028	02/27/2020		B AND T CATTLE	\$14,580.00
Invoice	Date	Description	Amount	
110	01/31/2020	MAINT SVC-FEB 2020	\$14,580.00	
73029	02/27/2020		BCM CUSTOMER SERVICE, INC.	\$4,023.83
Invoice	Date	Description	Amount	
20006487	09/23/2019	A/C MAINT-EL ENCANTO	\$1,973.83	
200264	02/01/2020	A/C MAINT-EL ENCANTO	\$2,050.00	
73030	02/27/2020		BIGGS CARDOSA ASSOCIATES, INC.	\$4,770.29
Invoice	Date	Description	Amount	
77859	01/05/2020	AZUSA AVE BRIDGE REPAINTING	\$4,770.29	
73031	02/27/2020		BIRDI & ASSOCIATES, INC.	\$228.00
Invoice	Date	Description	Amount	
#4CIPFAC18-013B	02/01/2020	METROILINK STATION VIDEO SECURITY SYSTEM	\$240.00	
73032	02/27/2020		BLAKE AIR CONDITIONING COMPANY	\$225.40
Invoice	Date	Description	Amount	
55227	01/27/2020	A/C REPAIR-CITY HALL	\$225.40	
73033	02/27/2020		BRYAN PRESS	\$44.33
Invoice	Date	Description	Amount	
0082826	01/24/2020	BUSINESS CARDS-E. HOPSTOCK	\$44.33	

**CITY OF INDUSTRY
WELLS FARGO BANK
February 27, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
73034	02/27/2020		CASC ENGINEERING AND	\$4,470.00
	Invoice	Date	Description	Amount
	41572	11/30/2019	NPDES CONSULTING-COI	\$1,945.00
	41668	12/31/2019	NPDES CONSULTING-COI	\$2,525.00
73035	02/27/2020		CHEM PRO LABORATORY, INC	\$283.00
	Invoice	Date	Description	Amount
	657512	01/23/2020	WATER TREATMENT-JAN 2020	\$283.00
73036	02/27/2020		CINTAS CORPORATION LOC 693	\$651.92
	Invoice	Date	Description	Amount
	4042228959	02/10/2020	DOOR MATS	\$55.60
	4041010341	01/27/2020	DOOR MATS	\$270.36
	4038701005	12/30/2019	DOOR MATS	\$270.36
	4041636856	02/03/2020	DOOR MATS	\$55.60
73037	02/27/2020		CITY OF INDUSTRY DISPOSAL CO.	\$2,239.52
	Invoice	Date	Description	Amount
	3895789	01/31/2020	DISP SVC-3226 GILMAN RD	\$84.51
	3895790	01/31/2020	DISP SVC-16000 TEMPLE AVE	\$140.85
	3895791	01/31/2020	DISP SVC-14362 PROCTOR AVE	\$84.51
	3895792	01/31/2020	DISP SVC-15710 NELSON AVE	\$28.17
	3895793	01/31/2020	DISP SVC-15702 NELSON AVE	\$28.17
	3895794	01/31/2020	DISP SVC-507 TURNBULL CYN RD	\$56.34
	3895795	01/31/2020	DISP SVC-15730 NELSON AVE	\$28.17
	3895796	01/31/2020	DISP SVC-15644 NELSON AVE	\$28.17

CITY OF INDUSTRY
WELLS FARGO BANK
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Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
3895797	01/31/2020	DISP SVC-15626 NELSON AVE	\$28.17
3895798	01/31/2020	DISP SVC-629 GIANO AVE	\$56.34
3895799	01/31/2020	DISP SVC-754 S 5TH AVE	\$56.34
3895800	01/31/2020	DISP SVC-210 S 9TH AVE	\$56.34
3895801	01/31/2020	DISP SVC-16020 HILL ST	\$28.17
3895802	01/31/2020	DISP SVC-15736 NELSON AVE	\$28.17
3895803	01/31/2020	DISP SVC-15634 NELSON AVE	\$28.17
3895804	01/31/2020	DISP SVC-257 TURNBULL CYN RD	\$42.26
3895805	01/31/2020	DISP SVC-643 GIANO AVE	\$56.34
3895806	01/31/2020	DISP SVC-15151 PROCTOR AVE	\$84.51
3895807	01/31/2020	DISP SVC-15157 WALBROOK DR	\$28.17
3895808	01/31/2020	DISP SVC-16000 HILL ST	\$28.17
3895809	01/31/2020	DISP SVC-16010 HILL ST	\$56.34
3895810	01/31/2020	DISP SVC-16014 HILL ST	\$28.17
3895811	01/31/2020	DISP SVC-16229 HANDORF RD	\$28.17
3895812	01/31/2020	DISP SVC-16242 HANDORD RD	\$56.34
3895813	01/31/2020	DISP SVC-16220 HANDORF RD	\$84.51
3895814	01/31/2020	DISP SVC-16218 HANDORF RD	\$28.17
3895815	01/31/2020	DISP SVC-16217 HANDORF RD	\$56.34
3895816	01/31/2020	DISP SVC-16227 HANDORF RD	\$28.17
3895817	01/31/2020	DISP SVC-16238 HANDORF RD	\$28.17
3895818	01/31/2020	DISP SVC-16224 HANDORF RD	\$28.17
3895819	01/31/2020	DISP SVC-15714 NELSON AVE	\$28.17
3895820	01/31/2020	DISP SVC-15652 NELSON AVE	\$28.17
3895821	01/31/2020	DISP SVC-134 TURNBULL CYN RD	\$28.17
3895822	01/31/2020	DISP SVC-14063 PROCTOR AVE	\$84.51

**CITY OF INDUSTRY
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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	3895823	01/31/2020	DISP SVC-20137 E WALNUT DR	\$28.17
	3895824	01/31/2020	DISP SVC-15722 NELSON AVE	\$28.17
	3895825	01/31/2020	DISP SVC-17229 CHESTNUT ST	\$84.51
	3895826	01/31/2020	DISP SVC-130 TURNBULL CYN RD	\$28.17
	3895827	01/31/2020	DISP SVC-132 TURNBULL CYN RD	\$28.17
	3895828	01/31/2020	DISP SVC-138 TURNBULL CYN RD	\$28.17
	3895829	01/31/2020	DISP SVC-15236 VALLEY BLVD	\$169.02
	3895830	01/31/2020	DISP SVC-16200 TEMPLE AVE	\$84.51
	3895831	01/31/2020	DISP SVC-14310 PROCTOR AVE	\$84.51
	3895832	01/31/2020	DISP SVC-16212 TEMPLE AVE	\$84.51
73038	02/27/2020		CITY OF INDUSTRY-PAYROLL ACCT	\$175,000.00
	Invoice	Date	Description	Amount
	P/R PE 2/7/20	02/13/2020	REPLENISH PAYROLL FOR P/E 2/7/20	\$175,000.00
73039	02/27/2020		CITY OF INDUSTRY-REFUSE	\$12,401.08
	Invoice	Date	Description	Amount
	3904136	02/01/2020	DISP SVC-CITY BUS STOPS	\$4,796.49
	3903879	02/01/2020	DISP SVC-205 HUDSON	\$211.36
	3905108	01/31/2020	DISP SVC-1123 HATCHER	\$5,484.06
	3903667	02/01/2020	STORAGE BOX RENTAL-TONNER CYN (CAMP	\$300.00
	3903665	02/01/2020	DISP SVC-CITY HALL	\$343.56
	3903666	02/01/2020	DISP SVC-TONNER CYN (MAINT YD)	\$1,265.61
73040	02/27/2020		CNC ENGINEERING	\$216,017.50
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
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Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
500232	02/13/2020	CITY STREET LIGHT PURCHASE	\$820.00
500233	02/13/2020	RESURFACING DESIGN-EXPO PARKING LOT	\$35,721.25
500234	02/13/2020	EXPO AVALON ROOM DESIGN	\$10,730.00
500235	02/13/2020	METROLINK VIDEO SECURITY SYSTEM	\$1,965.00
500236	02/13/2020	CITY WIDE ADA SELF-EVALUATION PLAN	\$1,717.50
500237	02/13/2020	SOLAR PROJECT AT METROLINK	\$425.00
500239	02/13/2020	CATCH BASIN RETROFITS PHASE 2	\$2,607.50
500240	02/13/2020	SEWER DESIGN-EXPO CENTER	\$11,930.00
500241	02/13/2020	FULLERTON RD PCC	\$780.00
500242	02/13/2020	ANNUAL PAVEMENT REHABILITATION	\$1,470.00
500243	02/13/2020	ANNUAL SLURRY SEAL FY 2019	\$4,570.00
500244	02/13/2020	RESURFACING OF DON JULIAN RD	\$14,302.50
500245	02/13/2020	PRELIMINARY DESIGN OF BICYCLE PATH	\$1,650.00
500247	02/13/2020	STARHILL LN/3RD AVE WATERLINE	\$3,320.00
500248	02/13/2020	4TH AVE/TRAILSIDE WATERLINE	\$1,230.00
500249	02/13/2020	DON JULIAN/BASETDALE WATERLINE	\$2,160.00
500250	02/13/2020	GENERAL ENGINEERING-TRAFFIC	\$3,313.75
500251	02/13/2020	GENERAL ENGINEERING-PLAN APPROVAL	\$14,187.50
500252	02/13/2020	GENERAL ENGINEERING-COUNTER SERVICE	\$4,720.00
500253	02/13/2020	GENERAL ENGINEERING-PERMITS	\$18,817.50
500254	02/13/2020	WALNUT DR SOUTH WIDENING	\$1,775.00
500255	02/13/2020	ARENTH AVE RECONSTRUCTION	\$2,405.00
500256	02/13/2020	CITY HALL ROOF RESTORATION	\$100.00
500257	02/13/2020	GENERAL ENGINEERING 1/27-2/9/20	\$54,328.75
500258	02/13/2020	NPDES STORM WATER	\$4,807.50
500259	02/13/2020	TONNER CYN PROPERTY	\$150.00

**CITY OF INDUSTRY
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Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
500260	02/13/2020	EXPO CENTER STANDARDS OF FACILITY MAINT	\$8,028.75
500261	02/13/2020	PAVILION UPGRADES	\$1,980.00
500270	02/13/2020	PAINT EVALUATION OF WROUGHT IRON FENCE	\$6,005.00
73041	02/27/2020	CNC ENGINEERING	\$99,601.25
Invoice	Date	Description	Amount
500238	02/13/2020	EL ENCANTO IMPROVEMENTS	\$1,510.00
500262	02/13/2020	CHINO RANCH DAM RENOVATION	\$245.00
500263	02/13/2020	VARIOUS CITY PAID EXPENSES FOR TRES	\$2,212.50
500264	02/13/2020	CITY HALL MAINT	\$6,415.00
500265	02/13/2020	HOMESTEAD MUSEUM IMPROVEMENTS	\$5,230.00
500266	02/13/2020	SAFETY UPGRADES AT VARIOUS RR CROSSINGS	\$97.50
500267	02/13/2020	STIMSON AVE CROSSING AT LA SUBDIVISION	\$1,046.25
500268	02/13/2020	SAN JOSE RECONSTRUCTION	\$2,340.00
500269	02/13/2020	TRAFFIC SIGNAL NELSON/SUNSET	\$815.00
500271	02/13/2020	605 FREEWAY AND VALLEY BLVD INTERCHANGE	\$1,267.50
500272	02/13/2020	HIGHWAY BRIDGE PROGRAM	\$195.00
500273	02/13/2020	BRIDGE REHABILITATION-VALLEY BLVD	\$487.50
500274	02/13/2020	AZUSA AVE BRIDGE REPAINTING	\$1,157.50
500275	02/13/2020	FISCAL YEAR BUDGET	\$3,835.00
500276	02/13/2020	ROWLAND STREET RECONSTRUCTION	\$510.00
500277	02/13/2020	BUSINESS PKY PCC PAVEMENT	\$5,070.00
500278	02/13/2020	AZUSA AVE/TEMPLE AVE MODIFICATION	\$4,866.25
500279	02/13/2020	FOLLOW'S CAMP PROPERTY	\$3,615.00
500280	02/13/2020	VARIOUS ASSIGNMENTS RELATED TO SA	\$300.00
500281	02/13/2020	ARENTH AVE RECONSTRUCTION	\$4,421.25

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WELLS FARGO BANK
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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	500282	02/13/2020	ARENTH AVE STREET LIGHT PROJECT	\$3,545.00
	500283	02/13/2020	ARENTH GUARD RAIL INSTALLATION	\$4,805.00
	500284	02/13/2020	TARGET SPEED SURVEY	\$390.00
	500285	02/13/2020	CARTEGRAPH MGMT	\$22,967.50
	500286	02/13/2020	HOMESTEAD MUSEUM UPGRADES	\$9,710.00
	500287	02/13/2020	GRAND AVE RECONSTRUCTION	\$585.00
	500288	02/13/2020	SR57/60 FWY CONFLUENCE PROJ	\$2,535.00
	500289	02/13/2020	GRAND AVE BRIDGE WIDENING	\$3,135.00
	500290	02/13/2020	TURNBULL CYN RD GRAND SEPARATION	\$6,292.50
73042	02/27/2020		CONSOLIDATED ELECTRICAL	\$1,513.53
	Invoice	Date	Description	Amount
	3301-529676	02/04/2020	LED SECURITY LIGHTING-HOMESTEAD	\$1,513.53
73043	02/27/2020		CORELOGIC INFORMATION	\$192.50
	Invoice	Date	Description	Amount
	82006867	01/31/2020	GEOGRAPHIC PKG-JAN 2020	\$192.50
73044	02/27/2020		COUNTY OF LOS ANGELES	\$9,065.49
	Invoice	Date	Description	Amount
	1341N	01/28/2020	WEED ABATEMENT-VARIOUS ROADWAYS	\$9,065.49
73045	02/27/2020		DEPARTMENT OF INDUSTRIAL	\$225.00
	Invoice	Date	Description	Amount
	E1717666SB	02/18/2020	ELEVATOR INSPECTION-CITY HALL	\$225.00

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
73046	02/27/2020		DEPT OF TRANSPORTATION	\$18,305.13
	Invoice	Date	Description	Amount
	20007160	02/03/2020	COOP 07-4959, SB GRAND AVE TO WB SR60 ON-	\$18,305.13
73047	02/27/2020		DIRECTV - FOR BUSINESS	\$93.00
	Invoice	Date	Description	Amount
	37134284562	01/31/2020	RECEIVER/RSN FEES	\$93.00
73048	02/27/2020		DOG WASTE DEPOT	\$314.92
	Invoice	Date	Description	Amount
	322383	02/10/2020	DOG WASTE BAGS (6,000)	\$314.92
73049	02/27/2020		EGOSCUE LAW GROUP, INC.	\$275.00
	Invoice	Date	Description	Amount
	12621	02/04/2020	LEGAL SVC-FOLLOW'S CAMP	\$275.00
73050	02/27/2020		ELEVATE PUBLIC AFFAIRS, LLC	\$18,725.00
	Invoice	Date	Description	Amount
	1840	02/11/2020	MEDIA CONSULTING-JAN 2020	\$15,000.00
	1819	02/04/2020	IBC PROMOS PROJECT 50%	\$3,725.00
73051	02/27/2020		FIRST AMERICAN DATA TREE, LLC	\$200.00
	Invoice	Date	Description	Amount
	20088320120	01/31/2020	PROPERTY DATA INFORMATION	\$200.00
73052	02/27/2020		FRAZER, LLP	\$34,695.00

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	164999	01/31/2020	SA-PROF SVC FOR JAN 2020	\$4,200.00
	165000	01/31/2020	SA-PROF SVC FOR JAN 2020	\$30,495.00
73053	02/27/2020		FUEL PROS, INC.	\$150.00
	Invoice	Date	Description	Amount
	47560	01/21/2020	INDUSTRY HILLS FUEL STATION MAINT	\$150.00
73054	02/27/2020		GMS ELEVATOR SERVICES, INC	\$145.00
	Invoice	Date	Description	Amount
	100062	02/01/2020	ELEVATOR MAINT-CITY HALL	\$145.00
73055	02/27/2020		GRAND CENTRAL RECYCLING &	\$88.33
	Invoice	Date	Description	Amount
	3921549	01/31/2020	SOLID WASTE-CITY HALL	\$88.33
73056	02/27/2020		GRANICUS, LLC	\$18,081.00
	Invoice	Date	Description	Amount
	123153	02/11/2020	IT PRO SVC-MAINT/HOSTING	\$18,081.00
73057	02/27/2020		HDL COREN & CONE	\$2,628.00
	Invoice	Date	Description	Amount
	0027524-IN	02/03/2020	CONTRACT SVC-PROPERTY TAX JAN-MAR 2020	\$2,628.00
73058	02/27/2020		HISTORICAL RESOURCES, INC.	\$28,815.68
	Invoice	Date	Description	Amount

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WELLS FARGO BANK
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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	02/13/20	02/13/2020	AGRMT REIMBURSEMENT-FEB 2019	\$25,652.95
	1/30/20	01/30/2020	REIMBURSE FOR F&M CREDIT CARD-DEC 2019	\$1,343.16
	1/30/20-A	01/30/2020	REIMBURSE FOR F&M CREDIT CARD-NOV 2019	\$1,819.57
73059	02/27/2020		HOWARD ROOFING COMPANY	\$850.00
	Invoice	Date	Description	Amount
	23249	01/29/2020	REPAIR ROOF-1123 HATCHER AVE	\$425.00
	23250	01/29/2020	ROOF REPAIR-EL ENCANTO	\$425.00
73060	02/27/2020		INDUSTRY BUSINESS COUNCIL	\$74,828.92
	Invoice	Date	Description	Amount
	DECEMBER 2019	01/31/2020	EXPENSE REIMBURSEMENT-DEC 2020	\$74,828.92
73061	02/27/2020		INDUSTRY SECURITY SERVICES	\$16,597.93
	Invoice	Date	Description	Amount
	14-24434	01/31/2020	SECURITY SVC-VARIOUS CITY SITES	\$8,270.05
	14-24450	02/07/2020	SECURITY SVC-VARIOUS CITY SITES	\$8,327.88
73062	02/27/2020		INDUSTRY SECURITY SERVICES	\$23,453.17
	Invoice	Date	Description	Amount
	14-24429	01/31/2020	SECURITY SVC 1/24-1/30/20	\$11,721.33
	14-24445	02/07/2020	SECURITY SVC 1/31-2/6/20	\$11,731.84
73063	02/27/2020		KLEINFELDER, INC.	\$9,804.70
	Invoice	Date	Description	Amount
	001270937	01/31/2020	EXPO CENTER PARKING LOT RECONSTRUCTION	\$9,804.70

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WELLS FARGO BANK
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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
73064	02/27/2020		KLINE'S PLUMBING, INC.	\$2,035.00
	Invoice	Date	Description	Amount
	11325	02/04/2020	REPAIR POND DRAIN-HOMESTEAD	\$1,400.00
	11274	12/16/2019	PLUMBING REPAIRS-INDUSTRY HILLS LANDFILL	\$635.00
73065	02/27/2020		L A COUNTY DEPT OF PUBLIC	\$2,467.76
	Invoice	Date	Description	Amount
	IN200000584	01/30/2020	ACCID-GALE AVE @ STONE CREEK	\$2,467.76
73066	02/27/2020		L A COUNTY SHERIFF'S	\$85,360.77
	Invoice	Date	Description	Amount
	202370AL	02/05/2020	SPECIAL EVENT-DIRECTED PATROL	\$84,125.96
	202341AL	02/05/2020	HELICOPTER SVC-DEC 2019	\$541.09
	202340AL	02/05/2020	HELICOPTER SVC-NOV 2019	\$693.72
73067	02/27/2020		LOCKS PLUS, INC.	\$2,034.78
	Invoice	Date	Description	Amount
	24766	01/06/2020	AMERICAN LOCKS (2)	\$76.65
	34280	01/29/2020	REPLACE FLOOR CLOSER-IBC	\$1,958.13
73068	02/27/2020		LOWE'S/SYNCHRONY BANK	\$52.00
	Invoice	Date	Description	Amount
	979246	02/02/2020	ICE MAKER-TREASURY	\$52.00
73069	02/27/2020		MBF CONSULTING, INC.	\$15,682.50

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	1600-1342	02/07/2020	PROF SVC-WATERLINE IMPROVEMENTS	\$15,682.50
73070	02/27/2020		NELSON, WALTER	\$250.00
	Invoice	Date	Description	Amount
	PPWNRT20	02/03/2020	MUSIC LECTURE ON 3/15/20-HOMESTEAD	\$250.00
73071	02/27/2020		PASADENA WEEKLY	\$435.00
	Invoice	Date	Description	Amount
	2020-11017	02/06/2020	ADVERTISING-HOMESTEAD	\$435.00
73072	02/27/2020		POST ALARM SYSTEMS	\$304.38
	Invoice	Date	Description	Amount
	1245823	02/05/2020	MONITORING SVC-HOMESTEAD	\$304.38
73073	02/27/2020		PRINCE GLOBAL SOLUTIONS, LLC	\$5,000.00
	Invoice	Date	Description	Amount
	011	02/06/2020	FEDERAL ADVOCACY-JAN 2020	\$5,000.00
73074	02/27/2020		R.F. DICKSON CO., INC.	\$18,901.65
	Invoice	Date	Description	Amount
	2510110	01/31/2020	STREET & PARKING LOT SWEEPING-JAN 2020	\$18,901.65
73075	02/27/2020		R.H.F., INC.	\$170.00
	Invoice	Date	Description	Amount
	74983	01/30/2020	RECERTIFICATION FOR LIT TRUSPEED (LASER UNIT)	\$85.00

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	74979	01/29/2020	RECERTIFICATION FOR LIT TRUSPEED (LASER UNIT)	\$85.00
73076	02/27/2020		REGIONAL CHAMBER OF	\$750.00
	Invoice	Date	Description	Amount
	2/14/20	02/14/2020	SPONSORSHIP-SALUTE TO HEROES PRAYER	\$750.00
73077	02/27/2020		RICOH USA, INC.	\$33.53
	Invoice	Date	Description	Amount
	5058673703	01/26/2020	METER READING-ENGINEERING	\$33.53
73078	02/27/2020		RICOH USA, INC.	\$3,509.49
	Invoice	Date	Description	Amount
	66827951	02/08/2020	COPIER LEASE-VARIOUS	\$858.73
	66788762	02/08/2020	COPIER LEASE-VARIOUS	\$2,650.76
73079	02/27/2020		ROBINSON'S FLOWERS	\$157.25
	Invoice	Date	Description	Amount
	3203	02/01/2020	FLOWERS AND DELIVERY	\$157.25
73080	02/27/2020		ROWLAND UNIFIED SCHOOL	\$150.00
	Invoice	Date	Description	Amount
	1920AACBRE	02/11/2020	BUS FUNDING STIPEND ON 5/12/20-HOMESTEAD	\$150.00
73081	02/27/2020		SAN GABRIEL VALLEY NEWSPAPER	\$2,737.50
	Invoice	Date	Description	Amount
	0011340308	12/02/2019	NOTICE OF PUBLIC HEARING	\$446.00
	0011359080	01/31/2020	NOTICE OF PUBLIC HEARING	\$339.50

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	0011360095	02/11/2020	NOTICE INVITING BIDS	\$1,952.00
73082	02/27/2020		SAN GABRIEL VALLEY NEWSPAPER	\$5,022.80
	Invoice	Date	Description	Amount
	0000470871	01/31/2020	MONTHLY ADVERTISING-HOMESTEAD	\$1,057.05
	0000467448	12/31/2019	MONTHLY ADVERTISING-HOMESTEAD	\$3,965.75
73083	02/27/2020		SCS FIELD SERVICES	\$15,884.77
	Invoice	Date	Description	Amount
	0370595	01/31/2020	INDUSTRY HILLS MAINT-LANDFILL GAS SYSTEM	\$15,884.77
73084	02/27/2020		SO CAL INDUSTRIES	\$100.40
	Invoice	Date	Description	Amount
	422179	01/29/2020	RR RENTAL-TONNER CYN/GRAND AVE	\$100.40
73085	02/27/2020		STAPLES BUSINESS ADVANTAGE	\$1,400.89
	Invoice	Date	Description	Amount
	8057340934	02/01/2020	OFFICE SUPPLIES	\$349.77
	8057249516	01/25/2020	OFFICE SUPPLIES	\$1,051.12
73086	02/27/2020		STATE COMPENSATION INS. FUND	\$2,987.17
	Invoice	Date	Description	Amount
	FEBRUARY 2020	03/02/2020	WORKERS COMPENSATION PREMIUM FOR FEB 2020	\$2,987.17
73087	02/27/2020		SUPERIOR COURT OF CALIFORNIA,	\$6,988.50
	Invoice	Date	Description	Amount
	JANUARY 2020	02/13/2020	PARKING CITATIONS REPORT-JAN 2020	\$6,988.50

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Check	Date				Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo						
73088	02/27/2020				SURETECK, INC.	\$3,411.64
	Invoice	Date	Description		Amount	
	1-2020-395	02/05/2020	ON-CALL MAINT-VARIOUS SITES		\$3,411.64	
73089	02/27/2020				THE TECHNOLOGY DEPOT	\$12,182.60
	Invoice	Date	Description		Amount	
	12762	02/06/2020	NETWORK MAINT-TICKET #16387		\$866.25	
	12752	02/04/2020	NETWORK MAINT-TICKET #16396		\$868.75	
	12761	02/06/2020	NETWORK MAINT-TICKET #16434		\$745.00	
	12751	02/04/2020	NETWORK MAINT-TICKET #16383		\$1,240.00	
	12760	02/06/2020	NETWORK MAINT-TICKET #16421		\$745.00	
	12717	02/03/2020	NETWORK MAINT-SHERIFF'S BLDG		\$284.25	
	12718	02/01/2020	NETWORK MAINT-MARCH 2020		\$362.10	
	12674	01/28/2020	NETWORK MAINT-TICKET #16304		\$951.25	
	12708	01/31/2020	NETWORK MAINT-TICKET #16329		\$745.00	
	12662	01/27/2020	NETWORK MAINT-TICKET #15739		\$2,232.50	
	12699	01/30/2020	NETWORK MAINT-TICKET #16008		\$868.75	
	12709	01/31/2020	NETWORK MAINT-TICKET #16129		\$247.50	
	12672	01/28/2020	NETWORK MAINT-TICKET #16281		\$123.75	
	12706	01/31/2020	NETWORK MAINT-TICKET #16316		\$41.25	
	12673	01/28/2020	NETWORK MAINT-TICKET #16290		\$745.00	
	12707	01/31/2020	NETWORK MAINT-TICKET #16320		\$1,116.25	
73090	02/27/2020				TURBO DATA SYSTEMS, INC	\$703.19
	Invoice	Date	Description		Amount	

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	31916	01/31/2020	CITATION PROCESSING-DEC2019/JAN2020	\$703.19
73091	02/27/2020		UNITED PUMPING SERVICE, INC.	\$4,003.91
	Invoice	Date	Description	Amount
	INV164507	01/31/2020	EMERGENCY MINERAL OIL SPILL	\$4,003.91
73092	02/27/2020		UNUM LIFE INSURANCE COMPANY	\$1,026.00
	Invoice	Date	Description	Amount
	3/1-5/31/20	03/01/2020	LONG TERM CATE-SPOUSE	\$1,026.00
73093	02/27/2020		VANGUARD CLEANING SYSTEMS,	\$995.00
	Invoice	Date	Description	Amount
	81041	01/01/2020	JANITORIAL SVC-HOMESTEAD	\$995.00

Checks	Status	Count	Transaction Amount
	Total	84	\$1,324,955.65

CITY COUNCIL

ITEM NO. 5.2



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Joshua Nelson, Director of Public Works/City Engineer *JN*
Tapas Dutta, Senior Project Manager, CNC Engineering

DATE: February 27, 2020

SUBJECT: Consideration of Amendment No. 1 to the Professional Services Agreement with Geo-Advantec Inc. for On-Call Geotechnical Engineering Services, extending the term through December 31, 2022

Background:

On January 25, 2018, the City Council approved a Professional Services Agreement with Geo-Advantec, Inc. to provide on-call geotechnical engineering services on various City projects. The scope of services Geo-Advantec provides include soils and materials testing and inspection, pavement evaluations and investigation services, pre-project geotechnical reports and geotechnical support and inspection during the construction phase. Geo-Advantec most recently provided soil borings, lab analysis and recommendations for the Valley/Old Valley Boulevard Repair project.

Discussion:

The current Agreement with Geo-Advantec expired on December 8, 2019. In order to allow Geo-Advantec to continue providing on-call geotechnical services on more upcoming projects in the City, Staff recommends amending the Agreement to extend the term through December 31, 2022. Further, Geo-Advantec also requested an amendment to its Rate Schedule to represent its current rates, which represents current prevailing wages rates for field and laboratory work and a varying percent increase for professional classifications over its prior rates.

Fiscal Impact:

While Staff is recommending a revised Rate Schedule to reflect current pricing, sufficient funding remains in the contract, therefore a budget increase is unnecessary at this time.

Recommendation:

It is recommended that the City Council approve Amendment No. 1 to the Professional Services Agreement with Geo-Advantec, Inc.

Exhibit:

- A. Amendment No. 1 to the Professional Services Agreement with Geo-Advantec, Inc. dated February 27, 2020.
-

TH/JN/TD:jf

EXHIBIT A

Amendment No. 1 to Professional Services Agreement with Geo-Advantec, Inc.
dated February 27, 2020

[Attached]

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT WITH GEO-ADVANTEC, INC.**

This Amendment No. 1 to the Professional Services Agreement (“Agreement”), is made and entered into this 27th day of February, 2020 (“Effective Date”), by and between the City of Industry, a municipal corporation (“City”) and Geo-Advantec, Inc., a California Corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about January 25, 2018, the Agreement was entered into and executed between the City and Consultant to provide on-call geotechnical engineering services; and

WHEREAS, the Agreement expired on December 8, 2019, and staff is recommending an Amendment to the Agreement, extending the term through December 31, 2022, to allow Consultant to continue providing on-call geotechnical engineering services on future City projects. Further, Consultant requested a revised Rate Schedule to reflect Consultant’s current rates for the work performed; and

WHEREAS, the Parties also desire to amend the Agreement to reflect the current address for the City Attorney; and

WHEREAS, for the reasons set forth herein, the City and Consultant 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

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

This Agreement shall commence on the December 9, 2019, and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2022, unless sooner terminated pursuant to the provisions of this Agreement.

15. NOTICES

The address for James M. Casso is hereby revised to read in its entirety as follows:

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

Exhibit B, Rate Schedule

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

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

“CITY”
City of Industry

“CONSULTANT”
Geo-Advantec, Inc.

By: _____
Troy Helling, City Manager

By: _____
Shawn Ariannia, Ph.D., P.E., G.E.,
Principal/President

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

**ATTACHMENT 1
EXHIBIT B**

Rate Schedule

<u>ENGINEERING SERVICES</u>		
ENGINEERING AND PROFESSIONAL SERVICES		
Principal Geotechnical Engineer/Principal Engineering Geologist	\$ 175.00	Per Hour
Senior Geotechnical Engineer/ Senior Engineering Geologist/Senior Registered Engineer	\$ 150.00	Per Hour
Registered Civil Engineer	\$ 150.00	Per Hour
Project Manager	\$ 110.00	Per Hour
Staff Engineer/Staff Geologist/Field Engineer	\$ 100.00	Per Hour
Administration	\$ 40.00	Per Hour
Drafter	\$ 60.00	Per Hour
Principal Geologist Forensic/Field and Office	\$ 200.00	Per Hour
Principal Geotechnical Engineer Forensic (Field and Office)	\$ 250.00	Per Hour
Senior Engineer Forensic (Field and Office)	\$ 200.00	Per Hour
Field Engineer Forensic	\$ 150.00	Per Hour
Principal Geotechnical Engineer and Geologist Expert Witness and Litigation Tasks	\$ 350.00	Per Hour
Senior Geotechnical Engineer/Senior Registered Engineer Expert Witness and Litigation Tasks	\$ 300.00	Per Hour
GEOTECHNICAL INVESTIGATIVE/PRE-CONSTRUCTION PHASE		
FIELD DRILLING AND TESTING		
Field testing/sampling Helper (Technician)	\$ 105.00	Per Hour
Drilling – Hollow Stem Auger (6-8” diameter) (Minimum \$1500/day)	\$ 300.00	Per Hour
Drilling – Mud Rotary Wash Drilling (Minimum 8 hrs)	\$ 5500.00	Per Day
Drilling – Cone Penetration Test (minimum 4 hrs and 8 hrs after)	\$ 5000.00	Per 8 Hr. Shift
Coring- Pavement (Crew + Equipment, including rapid set concrete or cold AC patching)	\$ 250.00	Each Core
Saw-Cut – R-value Sampling (Crew + Equipment, including rapid set concrete or cold AC patching)	\$ 350.00	Each Location
<u>INSPECTION SERVICES</u>		
GEOTECHNICAL MONITORING		
DURING CONSTRUCTION TESTING AND INSPECTION SERVICES		
Soil Technician / Field Engineer (Prevailing Wage)	\$ 105.00	Per Hour
Soil Technician (Regular Wage)	\$ 80.00	Per Hour
Technician / Field Engineer – Pile and Tieback Monitoring & Inspection	\$ 100.00	Per Hour
Deputy Grading Inspector (City of LA)	\$ 125.00	Per Hour
Nuclear Gauge Equipment	\$ 50.00	Per Day
MATERIALS SPECIAL INSPECTION		
Inspector/Concrete, Batch Plant Inspection	\$ 105.00	Per Hour
Inspector/Masonry	\$ 105.00	Per Hour
Inspector/Welding/Steel/Tagging & Sampling	\$ 105.00	Per Hour
Inspector/Post-Tension	\$ 105.00	Per Hour
Inspector/Fireproofing	\$ 105.00	Per Hour
Inspector/UT	\$ 125.00	Per Hour
Inspector/Pull Test	\$ 135.00	Per Hour

REPORTS

Soils (Geotechnical/Geohazard Evaluation) Report		Varies - Lump Sum
DSA-293 Report	\$ 500.00	Ea. Cert.
DSA-291 Report	\$ 500.00	Ea. Cert.
Final Grading / Compaction Report (Comprehensive-Minimum)	\$ 2000.00	Each
Pad Certificate Report	\$ 1500.00	Each
Utility Trench Compaction Report – (Length <5000 L.F.)	\$ 1500.00	Each
Wall Backfill Report	\$ 1500.00	Each
Monthly Interim In-Grading Report	\$ 1500.00	Each
Pile/Shoring Monitoring Report	\$ 1500.00	Each
Plan Review (Grading/ Foundation) (Per Quote, Minimum \$1,500)	\$ 1500.00	Each

REPORTS

Materials Testing Final Verification Report	\$ 500.00	Each Project
laboratory Report Review Letter (Stamped)	\$ 750.00	Each

LABORATORY TESTING

SOIL AND AGGREGATE

CLASSIFICATION & PHYSICAL CHARACTERISTICS

ID	ASTM	CTM			
T101	C29	CT212	Unit Weight	\$ 25.00	Each
T102	D4829		Expansion Index	\$ 125.00	Each
T103	C117, D1140		Finer than #200 Wash	\$ 50.00	Each
T104	C136	CT202	Sieve Analysis- Coarse & Fine Including Wash Aggregate	\$ 150.00	Each
T105	C136	CT202	Sieve Analysis- Coarse Aggregate	\$ 125.00	Each
T106	C136	CT202	Sieve Analysis- Fine Including Wash Aggregate	\$ 125.00	Each
T107	D1140, D422		Particle-Size Distribution - Sieve Analysis + Hydrometer Combined	\$ 200.00	Each
T108	D422		Hydrometer Analysis only	\$ 125.00	Each
T109	D4318		Atterberg Limits LL, PL, & PI of Soils	\$ 125.00	Each
T110	D2435		Consolidation (without Time Rate)	\$ 185.00	Each
T111	D2419	CT217	Sand Equivalent Value of Soil and Fine Aggregate (Set of Three)	\$ 100.00	Each Set
T112	C127	CT206	Specific Gravity and Absorption (Coarse Aggregate)	\$ 65.00	Each
T113	C127	CT206	Absorption Only, Coarse Aggregate	\$ 90.00	Each
T114	C128	CT207	Specific Gravity and Absorption (Fine Aggregate)	\$ 160.00	Each
T115	C128	CT207	Absorption Only, Fine Aggregate	\$ 90.00	Each
T116	D854	CT203	Specific Gravity (Soil) by Hydrometer (Water Pycnometer)	\$ 140.00	Each
T117	D2216		Water Moisture Content	\$ 20.00	Each
T118	D3080		Direct Shear (3 Points)	\$ 250.00	Each
T119	D3080		Direct Shear Remolded sample (3 points)	\$ 300.00	Each
T120	D1557-A, B		Maximum Density 4 in. Mold Passing No.4 or 3/8 in. Sieve	\$ 150.00	Each
T121	D2166		Unconfined Compressive Strength of Cohesive Soil	\$ 150.00	Each
T122	D1557-C		Maximum Density 6 in. Mold Passing or 3/4 in. Sieve	\$ 160.00	Each
T123	D2844	CT301	R-Value (3 Points)	\$ 300.00	Each
T124	D2844	CT301	R-Value, Untreated Material	\$ 280.00	Each
T125	D2844	CT301	R-Value, Treated Material	\$ 300.00	Each
T126	D4791		Flat and Elongated Particles	\$ 180.00	Each
T127		CT 229	Durability Index (fine and coarse) in Aggregate	\$ 250.00	Each

T128		CT 229	Durability Index (fine or coarse) in Aggregate	\$ 160.00	Each	
T129	C142		Clay Lumps and Friable Particles in Aggregate	\$ 150.00	Each	
T130	C40		Organic Impurities in Fine Aggregates for Concrete	\$ 140.00	Each	
T131		CT205	Percentage of Crushed Particles	\$ 180.00	Each	
T132	C131	CT211	Los Angeles Rattler Test, (Abrasion Testing Machine), Small-Size	\$ 275.00	Each	
T133	C535	CT211	Los Angeles Rattler Test, (Abrasion Testing Machine), Large-Size	\$ 350.00	Each	
T134	C88	CT214	Sodium/Magnesium Sulfate Soundness of Aggregate, Per Sieve	\$ 90.00	Each	
T135		CT216	Tests for Relative Compaction of Soils & Aggregates	\$ 180.00	Each	
T136	C227	CT227	Cleanness Value of Coarse Aggregate	\$ 190.00	Each	
CHEMICAL PROPERTIES OF SOILS						
ID		CTM				
T190		643	Resistivity	\$ 75.00	Each	
CHEMICAL PROPERTIES OF SOILS						
ID		CTM				
T191		643	pH	\$ 50.00	Each	
T192		417	Sulphate	\$ 60.00	Each	
T193		422	Chloride	\$ 60.00	Each	
T194		643, 417, 422	Corrosivity Series	\$ 185.00	Each	
CONCRETE						
ID	ASTM	CTM				
T201	C39	CT521	Compression Tests, 6x12 and/or 4x8 Cylinders	\$ 28.00	Each	
T202	C495		Compression, Lightweight Insulating Concrete	\$ 45.00	Each	
T203	C42		Concrete Cores Compression Test (excludes sampling)	\$ 45.00	Each	
T204	C42		Drilling Cores from Shotcrete Panel (Lab)	\$ 90.00	Each	
T205	C109		Compression, Hydraulic Cement, Mortar 2" Cube Specimen	\$ 45.00	Each	
T206	C496		Splitting Tensile Strength 6"x12" Cylinder	\$ 90.00	Each	
T207	C293/C78	CT523	Flexural Strength Test (6"x6"x21" Beam)	\$ 110.00	Each	
T208	C157		Drying Shrinkage (Set of 3)	\$ 420.00	Each	
T209	C138		Unit Weight of Concrete Cylinders	\$ 45.00	Each	
T210	C192		Review Existing Mix Design	\$ 100.00	Each	
MATERIALS TESTING						
ID	ASTM	CTM	UBC			
T301			7-6	Fireproofing Density Test	\$ 50.00	Each
T302				High Strength Bolt, Nut, & Washer Conformance, set	\$ 55.00	Each
T303				Mechanically Spliced Reinforcing Tensile Test	\$ 75.00	Each
T304	A416			Pre-Stress Still Strand (7 wire)	\$ 300.00	Each
T305	A615, A706			Reinforcing Tensile or Bend Up to No.8	\$ 55.00	Each
T306				Reinforcing Tensile or Bend No.9 to 11	\$ 80.00	Each
T307				Reinforcing Tensile or Bend No.9 to 11	\$ 150.00	Each
T308	N/A			Welding Procedure Review	\$ 100.00	Each
HOT MIX ASPHALT TESTING						
ID	ASTM	CTM				
T401	D1561	CT304, 375		Laboratory Test Maximum Density (LTMD)	\$ 350.00	Each
T402	D1650	CT304, CT366		Stabilometer Value	\$ 250.00	Each
T403	D4546			Swell	\$ 110.00	Each

T404	D2726	CT308	Specific Gravity & Density of Core	\$ 80.00	Each
T405	D2041	CT309	Theoretical Maximum Specific Gravity & Density (Rice)	\$ 200.00	Each
T406		CT370	Moisture Content by Microwave Oven	\$ 60.00	Each
T407	D5444	CT202	Sieve Analysis of Extracted Sample	\$ 150.00	Each
T408	C136	CT202	Sieve Analysis of Bin Aggregate Sample, each	\$ 60.00	Each
T409	C136	CT202	Sieve Analysis of Combined Aggregate Sample	\$ 200.00	Each
T410	D6307	CT382	Asphalt Content by Ignition Oven (Bitumen Content)	\$ 170.00	Each
T411	D6307	CT382	Asphalt Content by Ignition Oven (Correction Factor)	\$ 240.00	Each
T412	D1188		Unit Weight – Molded Specimen or Cores	\$ 45.00	Each
T413	D2726, D6926		Compacted Maximum Density – MARSHALL	\$ 220.00	Each
T414	D2172	CT310	Extraction, % Asphalt, including Gradation	\$ 175.00	Each
T415	D1560	CT366	Hveem Stability and Unit Weight CTM or ASTM	\$ 125.00	Each
MASONRY TESTING					
ID	ASTM	UBC			
T501	C140		Compression Test of CMU Block (gross)	\$ 55.00	Each
T502	C140		Absorption & Moisture Content	\$ 50.00	Each
MASONRY TESTING					
ID	ASTM	UBC			
T503	C426		Linear Shrinkage	\$ 175.00	Each
T504	C140		Unit Weight	\$ 60.00	Each
T505	C140		Dimensional Measurements	\$ 40.00	Each
T506	C1006		Splitting Tensile Strength	\$ 80.00	Each
T507	C140		Compression Test of Masonry Core	\$ 60.00	Each
T508		21-16	Compression Test of 2" x 4" Mortar Cylinder	\$ 28.00	Each
T509		21-17	Compression Test of Composite Prism	\$ 100.00	Each
T510		21-18	Compression Test of 3" x 3" x 6" Grout	\$ 45.00	Each
T511	CBC 2105A.4		Shear on Masonry Cores, 2 Faces, 6" or 8" Cores	\$ 125.00	Each

WORKING HOURS

GAI regular workweek is Monday through Friday.

Monday through Friday overtime hours (1.5 times regular rate) apply after eight (8) hours per day.

Premium time hours (2 times regular rate) apply after twelve (12) hours per day.

**EXHIBIT A TO AMENDMENT NO. 1:
PROFESSIONAL SERVICES AGREEMENT WITH GEO-ADVANTEC, INC. DATED
JANUARY 25, 2018**

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of January 25, 2018 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Geo-Advantec, Inc., a California Corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 8, 2019, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

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

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

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

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

3. MANAGEMENT

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

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed One Hundred and Fifty Thousand Dollars (\$150,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

5. LABOR CODE AND PREVAILING WAGES

(a) Consultant 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, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant 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 Consultant's principal place of business and any location where the Services are performed. Consultant shall indemnify, defend and hold harmless, the City, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Consultant's or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant, failure or alleged failure to comply with Prevailing Wage Laws.

(b) In accordance with the requirements of Labor Code Section 1776, Consultant 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. Consultant shall make all such records available for inspection at all reasonable hours.

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

(d) Consultant 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 Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Agreement and require the same of any subconsultants, 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 Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

6. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

7. OWNERSHIP OF DOCUMENTS

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

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

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

8. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

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

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

9. INSURANCE

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

10. INDEPENDENT CONSULTANT

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

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

11. LEGAL RESPONSIBILITIES

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

12. UNDUE INFLUENCE

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

13. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during

his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

15. NOTICES

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

To City: City of Industry
15625 E. Stafford, Suite 100
City of Industry, CA 91744
Attention: City Manager

With a Copy to: Casso & Sparks, LLP
James M. Casso, City Attorney
13200 Crossroads Parkway North, Suite 345
City of Industry, CA 91746

To Consultant: Geo-Advantec, Inc.
457 West Allen Avenue, Suite 113
San Dimas, CA 91773
Attention: Shawn Ariannia, Ph.D., P.E., G.E.,
Principal/President

16. ASSIGNMENT

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

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

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

17. GOVERNING LAW/ATTORNEYS' FEES

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

18. ENTIRE AGREEMENT

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

and upon each party's own independent investigation of any and all facts such party deems material.

19. SEVERABILITY

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

20. COUNTERPARTS

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

21. CAPTIONS

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

22. WAIVER

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

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.

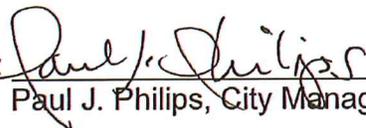
24. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

"CITY"
City of Industry

"CONSULTANT"
Geo-Advantec, Inc.

By: 
Paul J. Philips, City Manager

By:  SHAW
Shawn Arianna, Ph.D., P.E., G.E.,
Principal/President

Attest:

By: 
Diane M. Schlichting, Chief Deputy City Clerk

Approved as to form:

By: 
James M. Casso, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

For any project requested by the City, the Consultant may provide all aspects of geotechnical engineering services, which includes, but is not limited to:

1. Quality Control/Quality Assurance (QC/QA) for Soils/Materials Testing and Inspection

- Holding a kick-off meeting between the project manager, field inspectors assigned to the projects and the City inspector/representative, to review the scopes and project specifics
- Performing a QC review on all of the daily inspection reports by the field supervisor
- Logging all non-compliances and reporting to the City on a weekly basis
- Entering the samples into our laboratory logging/tracking system
- Reviewing of the laboratory test results by the project engineer and distribute the results to the team/city
- Maintain proper/necessary calibration on the field and laboratory testing equipment
- Preparing of a final inspection and testing report as a part of close out documents

2. Project Approach for Geological / Geotechnical Investigation Services

The City may require Consultant to perform geotechnical and geological investigations for different projects. For these types of projects, Consultant will conduct the following approach, broken down to several phases:

A. Pre-Drilling Phase

1. Site reconnaissance, marking the proposed boring locations.
2. Clarification of underground utilities by contacting DigAlert, and requesting and reviewing of the on-site underground utility plans/as-built plans, to be provided by the City.
3. Soliciting process specific data from the design engineers.
4. Obtaining available plans, such as topographic survey, site plan and layouts for the project, from the client.

B. Field Exploratory works

The layout and the footprint area of the proposed developments, the type of the seepage/storage system, on-site water disposal systems, etc., are defining factors in

preparation of field exploratory program. Selecting a proper boring layout and pre-determination of boring depths and the types of drilling methods and sampling to be used in each project highly depends on the experience of the geotechnical engineer and the project specifics. To prepare the most appropriate field exploratory program for the City, Consultant shall provide the following:

1. Perform a site reconnaissance.
2. Review the aerial photos and history of the site.
3. Review the proposed site plan and the developments' layouts.
4. Review the proposed developments characteristics such as intended depth and size of percolation/leaching, etc.
5. Study published hazardous maps for the site vicinity.
6. Review any other available documents such as previously prepared soils report (if any) for the site.
7. Prepare boring layout and boring/sampling schedule based on the information collected from the above mentioned steps.
8. Prepare time schedule for field drilling and/or field operations for percolation tests and coordinate the drilling days/times with the City to avoid any conflict with the City's daily and regular operations.
9. Provide traffic control as required by the City.
10. Perform field drilling and sampling.

If required, GAI will utilize Ground Penetration Radar survey to avoid conflict with underground utilities at site.

C. Laboratory Testing and Office Engineering

The final determination of type of laboratory tests to be performed, will be based on the encountered soils, the laboratory tests may include some or all of the followings:

Gradation, Moisture & Density, Atterberg Limits, Direct Shear, Consolidation, Unconfined Compression, R-Value, Expansivity and Corrosivity (Sulfate, Chloride, PH)

The office engineering tasks shall be comprised of:

1. Evaluating geology characters of the site.
2. Performing site-specific geohazard evaluation.
3. Analyzing field and laboratory data.

4. Analyzing and evaluating effect of geotechnical hazards at the site, for the specific project liquefaction potential at the site.
5. Conducting seismic hazard study to obtain seismic coefficients according to CBC regulations.
6. Evaluating and reporting other potential geological hazards at the site.
7. Evaluating different foundation systems to carry the introduced loads including shallow footings and CIDH shafts (bearing capacity and settlement evaluation).
8. For percolation tests, it would be beneficial to perform gradation/sieve analysis on the samples and verify the results of field tests by comparing the results.

D. Final Report

The final report, at a minimum, shall include:

1. A site plan showing the location of borings.
2. A discussion of geotechnical condition of the site within the project area.
3. A discussion of geological condition of the site.
4. A discussion of the materials encountered in the borings and their engineering properties.
5. Graphical log of the exploratory borings, summarizing the subsurface conditions encountered and the results of laboratory testing (to the extent that are ready).
6. Ground water information on the current and historic ground water conditions beneath the site.
7. Seismic hazard evaluation at the site.
8. Seismic Hazard Factors per CBC 2013.
9. Provide complete report of seismic evaluation and geological condition at the site.
10. Provide percolation test report which includes the results of field tests, office engineering, and laboratory tests.

Quality Control/Quality Assurance (QC/QA) for Geological/Geotechnical Investigations

Consultant's Quality Control (QC) procedure for the geotechnical engineering investigation projects shall include:

- Clarifying and entering QC issues into our customized project management programs/logs prior to beginning of project

- Reviewing the site plan in conjunction with the type of structure, range of anticipated structural loads and the site general geology and available geo-hazard information.
- Preparation of boring layout and drilling/sampling schedule for the field engineer and drilling crew. This task will be done by the project manager who is the geotechnical engineer in charge of the project.
- Performing field exploratory work and field logging under supervision of a registered engineer/geologist.
- Logging all laboratory samples into our QC system when they are brought in. The responsible geotechnical engineer is consulted for priority or questions on specific test methods to ensure tests are performed per the correct standards.
- Reviewing field boring logs vs. the obtained physical samples and the laboratory test results, and finalizing the boring logs.
- Reviewing all the engineering calculations, analyses and reports prepared by our engineering staff, by our principal and senior professional(s) on the project.
- Reviewing all the engineering recommendations and designed alternatives/solutions for different parts of the project considering their practicality, compatibility with applicable codes, and time and cost impact on the project.
- Overseeing the project schedule in a timely manner, to assure the satisfactory progress of the tasks and coordinating necessary progress meetings with the UCR representative, to meet the project's schedule.

EXHIBIT B
RATE SCHEDULE

ENGINEERING AND PROFESSIONAL SERVICES			
Principal Geotechnical Engineer/Principal Engineering Geologist	\$	175.00	Per Hour
Senior Geotechnical Engineer/ Senior Engineering Geologist	\$	135.00	Per Hour
Registered Civil Engineer	\$	125.00	Per Hour
Project Manager	\$	90.00	Per Hour
Staff Engineer/Staff Geologist/Field Engineer	\$	90.00	Per Hour
Administratio	\$	30.00	Per Hour
Drafter	\$	50.00	Per Hour
Principal Geotechnical Engineer/Principal Engineering Geologist -Expert witness and litigation	\$	300.00	Per Hour
GEOTECHNICAL INVESTIGATIVE/PRE-CONSTRUCTION PHASE			
FIELD DRILLING AND TESTING			
Field testing/sampling Helper (Technician)	\$	87.00	Per Hour
Drilling – Hollow Stem Auger (6-8" diameter) (Minimum \$1200/day)	\$	275.00	Per Hour
Drilling – Mud Rotary Wash Drilling (Minimum \$1800/day)	\$	375.00	Per Hour
Drilling – Cone Penetration	\$	4,400.00	Per 8 Hr. Shift
INSPECTION SERVICES			
GEOTECHNICAL MONITORING			
DURING CONSTRUCTION TESTING AND INSPECTION SERVICES			
Soil Technician / Field Engineer	\$	89.00	Per Hour
Technician / Field Engineer – Pile Monitoring & Inspection	\$	89.00	Per Hour
Deputy Grading Inspector (City of LA)	\$	89.00	Per Hour
Nuclear Gauge Equipment	\$	40.00	Per Day
MATERIALS SPECIAL INSPECTION			
Inspector/Concrete, Batch Plant Inspection	\$	89.00	Per Hour
Inspector/Masonry	\$	89.00	Per Hour
Inspector/Welding/Steel/Tagging & Sampling	\$	89.00	Per Hour
Inspector/Post-Tension	\$	89.00	Per Hour
Inspector/Fireproofing	\$	89.00	Per Hour
Inspector/UT	\$	98.00	Per Hour
REPORTS			
Soils (Geotechnical/Geohazard Evaluation) Report			Varies - Lump Sum
DSA-293 Report	\$	200.00	Each Certificate
DSA-291 Report	\$	200.00	Each Certificate
Final Grading / Compaction Report (Comprehensive)	\$	1,500.00	Each
Pad Certificate Report	\$	7,000.00	Each
Utility Trench Compaction Report – (Length <5000 L.F.)	\$	1,000.00	Each
Wall Backfill Report	\$	1,000.00	Each
Monthly Interim In-Grading	\$	1,000.00	Each
Pile/Shoring Monitoring Report	\$	1,200.00	Each
Plan Review (Grading/	\$	750.00	Each
Materials Testing Final Verification Report	\$	500.00	Each Project
LABORATORY AND MATERIAL TESTING			
SOIL AND AGGREGATE			
CLASSIFICATION & PHYSICAL CHARACTERISITICS			
ASTM	CT		
	M		
C29	CT2	Unit Weight	\$ 25.00 Each
D4829		Expansion Index	\$ 125.00 Each

LABORATORY AND MATERIAL TESTING

SOIL AND AGGREGATE

CLASSIFICATION & PHYSICAL CHARACTERISTICS

ASTM	CTM			
C117, D1140		Finer than #200 Wash	\$ 50.00	Each
C136	CT202	Sieve Analysis- Coarse & Fine Including Wash Aggregate	\$ 140.00	Each
C136	CT202	Sieve Analysis- Coarse Aggregate	\$ 110.00	Each
C136	CT202	Sieve Analysis- Fine Including Wash Aggregate	\$ 110.00	Each
D1140, D422		Particle-Size Distribution - Sieve Analysis + Hydrometer	\$ 185.00	Each
D422		Hydrometer Analysis only	\$ 125.00	Each
D4318		Atterberg Limits LL, PL, & PI of Soils	\$ 125.00	Each
D2435		Consolidation	\$ 125.00	Each
D2419	CT217	Sand Equivalent Value of Soil and Fine Aggregate (Set of	\$ 100.00	Each Set
C127	CT206	Specific Gravity and Absorption (Coarse Aggregate)	\$ 65.00	Each
C127	CT206	Absorption Only, Coarse Aggregate	\$ 90.00	Each
C128	CT207	Specific Gravity and Absorption (Fine Aggregate)	\$ 160.00	Each
C128	CT207	Absorption Only, Fine Aggregate	\$ 90.00	Each
D854	CT203	Specific Gravity (Soil) by Hydrometer (Water Pycnometer)	\$ 140.00	Each
D2216		Water Moisture Content	\$ 20.00	Each
D3080		Direct Shear (3 Points)	\$ 250.00	Each
D3080		Direct Shear Remolded sample (3 points)	\$ 300.00	Each
D1557-A,B		Maximum Density 4 in. Mold Passing No.4 or 3/8 in. Sieve	\$ 140.00	Each
D1557-C		Maximum Density 6 in. Mold Passing or 3/4 in. Sieve	\$ 150.00	Each
D2844	CT301	R-Value (3 Points)	\$ 300.00	Each
D2844	CT301	R-Value, Untreated Material	\$ 280.00	Each
D2844	CT301	R-Value, Treated Material	\$ 300.00	Each
D4791		Flat and Elongated Particles	\$ 180.00	Each
	CT 229	Durability Index (fine and coarse) in Aggregate	\$ 250.00	Each
	CT 229	Durability Index (fine or coarse) in Aggregate	\$ 160.00	Each
C142		Clay Lumps and Friable Particles in Aggregate	\$ 150.00	Each
C40		Organic Impurities in Fine Aggregates for Concrete	\$ 140.00	Each
	CT205	Percentage of Crushed Particles	\$ 180.00	Each
C131	CT211	Los Angeles Rattler Test, (Abrasion Testing Machine), Small-	\$ 260.00	Each
C535	CT211	Los Angeles Rattler Test, (Abrasion Testing Machine), Large-	\$ 300.00	Each
C88	CT214	Sodium/Magnesium Sulfate Soundness of Aggregate, Per	\$ 90.00	Each
	CT216	Soil Impact (Tests for Relative Compaction of Soils &	\$ 180.00	Each
	CT216	Soil Impact- Check Point	\$ 140.00	Each
C227	CT227	Cleanness Value of Coarse Aggregate	\$ 190.00	Each

CHEMICAL PROPERTIES

	CTM			
	643	Resistivity	\$ 75.00	Each
	643	pH	\$ 50.00	Each
	417	Sulphate	\$ 60.00	Each
	422	Chloride	\$ 60.00	Each
	643, 417,	Corrosivity Series	\$ 185.00	Each

CONCRETE

ASTM	CTM			
C39	CT521	Compression Tests, 6x12 and/or 4x8 Cylinders	\$ 28.00	Each
C495		Compression, Lightweight Insulating Concrete	\$ 45.00	Each

CONCRETE					
ASTM	CTM				
C42			Concrete Cores, Compression (excludes sampling)	\$ 35.00	Each
C42			Drilling Cores from Shotcrete Panel (Lab)	\$ 75.00	Each
C109			Compression, Hydraulic Cement, Mortar 2" Cube Specimen	\$ 45.00	Each
C496			Splitting Tensile Strength 6"x12" Cylinder	\$ 90.00	Each
C293/C78	CT523		Flexural Strength Test (6"x6"x21" Beam)	\$ 130.00	Each
C157			Drying Shrinkage (Set of 3)	\$ 360.00	Each
C138			Unit Weight of Concrete Cylinders	\$ 45.00	Each
C192			Review of Existing Mix Design	\$ 100.00	Each
MATERIALS TESTING					
ASTM	CTM	UBC			
		7-6	Fireproofing Density Test	\$ 45.00	Each
			High Strength Bolt, Nut, & Washer Conformance, set	\$ 55.00	Each
			Mechanically Spliced Reinforcing Tensile Test	\$ 75.00	Each
A416			Pre-Stress Still Strand (7 wire)	\$ 145.00	Each
A615, A706			Reinforcing Tensile or Bend Up to No.11	\$ 35.00	Each
			Welded Reinforcing Tensile Test: Up to No. 11 bars	\$ 45.00	Each
N/A			Welding Procedure Review	\$ 75.00	Each
HOT MIX ASPHALT TESTING					
ASTM	CTM				
D1561	CT304, 375		Laboratory Test Maximum Density (LTMD)	\$ 350.00	Each
D1650	CT304, CT366		Stabilometer Value	\$ 240.00	Each
D4546			Swell	\$ 110.00	Each
D2726	CT308		Specific Gravity & Density of Core	\$ 80.00	Each
D2041	CT309		Theoretical Maximum Specific Gravity & Density (Rice)	\$ 180.00	Each
	CT370		Moisture Content by Microwave Oven	\$ 60.00	Each
D5444	CT202		Sieve Analysis of Extracted Sample	\$ 150.00	Each
C136	CT202		Sieve Analysis of Bin Aggregate Sample, each	\$ 60.00	Each
C136	CT202		Sieve Analysis of Combined Aggregate Sample	\$ 200.00	Each
D6307	CT382		Asphalt Content by Ignition Oven (Bitumen Content)	\$ 170.00	Each
D6307	CT382		Asphalt Content by Ignition Oven (Correction Factor)	\$ 240.00	Each
D1188			Unit Weight – Molded Specimen or Cores	\$ 45.00	Each
D2726, D6926			Compacted Maximum Density – MARSHALL	\$ 200.00	Each
D2172	CT310		Extraction, % Asphalt, including Gradation	\$ 135.00	Each
D1560	CT366		Hveem Stability and Unit Weight CTM or ASTM	\$ 100.00	Each
MASONRY TESTING					
ASTM		UBC			
C140			Compression Test of CMU Block (gross)	\$ 50.00	Each
C140			Absorption & Moisture Content	\$ 50.00	Each
C426			Linear Shrinkage	\$ 150.00	Each
C140			Unit Weight	\$ 60.00	Each
C140			Dimensional Measurements	\$ 40.00	Each
C1006			Splitting Tensile Strength	\$ 80.00	Each
C140			Compression Test of Masonry Core	\$ 60.00	Each
		21-16	Compression Test of 2" x 4" Mortar Cylinder	\$ 25.00	Each
		21-17	Compression Test of Composite Prism	\$ 90.00	Each
		21-18	Compression Test of 3" x 3" x 6" Grout	\$ 50.00	Each

REINFORCING BARS			
ASTM	CTM		
Resistance Butt Welded Splices (Ultimate Butt Splice)			
A370	CT670	Sample, up to	\$ 50.00 Each
A370	CT670	Control Bar, up to #11/36mm	\$ 50.00 Each
Mechanical Splices (Ultimate Butt Splice or Service Splice)			
A370	CT670	Sample with Slip, up to #11/36mm	\$ 130.00 Each
A370	CT670	Sample with no Slip,	\$ 60.00 Each
A370	CT670	Control Bar, up to #11/36mm	\$ 60.00 Each
A370	CT670	Sample with Slip,	\$ 160.00 Each
A370	CT670	#14/43mm Sample with no Slip,	\$ 110.00 Each
Mechanical Splices (Ultimate Butt Splice or Service Splice)			
A370	CT670	Control Bar,	\$ 110.00 Each
A370	CT670	#14/43mm Sample with Slip,	\$ 220.00 Each
A370	CT670	#18/57mm Sample with no Slip,	\$ 190.00 Each
A370	CT670	Control Bar,	\$ 190.00 Each
Headed Bars			
A970		Sample, up to	\$ 90.00 Each
A970		Sample, #14/43mm	\$ 160.00 Each
A970		Sample, #18/57mm	\$ 190.00 Each
MISCELLANEOUS TESTING EQUIPMENT			
Core Drill – Asphalt and Concrete Coring			\$ 150.00 Day
Skidmore Wilhelm Bolt Tension Calibrator			\$ 90.00 Day
Torque Wrench, Over 750 Ft-Lb			\$ 90.00 Day
Torque Wrench, Up to 750 Ft-Lb			\$ 60.00 Day

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

arise from or in connection with the performance of the Services hereunder by Consultant, his agents, representatives, employees or subconsultants.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY COUNCIL

ITEM NO. 6.1



CITY OF INDUSTRY

Incorporated June 18, 1957

MEMORANDUM

TO: Honorable Mayor Moss and Members of the Council

FROM: Troy Helling, City Manager *TH*

STAFF: Yamini Pathak, Director of Finance *YR*

DATE: February 27, 2020

SUBJECT: **Presentation of the FY 2019-2020 Mid-Year Budget Report, and Consideration of Resolution No. CC 2020-05, APPROVING AND ADOPTING THE CITY'S FISCAL YEAR 2019-20 PROPOSED MID-YEAR BUDGET ADJUSTMENTS AND FISCAL YEAR 2019-20 PROPOSED MID-YEAR BUDGET ADJUSTMENTS FOR THE CAPITAL IMPROVEMENT PROGRAM BUDGET**

BACKGROUND:

On June 13, 2019, the City Council ("Council") adopted the City's FY 2019-2020 ("FY 20") Operating Budget for its General Fund, and all its other funds and affiliated entities. Throughout the fiscal year, unanticipated revenues and expenditures arise that potentially impact the adopted budget, and therefore require budget amendments.

DISCUSSION:

On June 13, 2019, the City Council adopted the City's FY 20 General Fund Operating Budget of \$44.8 million, supported by \$65.3 million in revenues. Since budget adoption, there have been changes to the budget.

The FY 20 Mid-Year Budget Update will discuss changes to revenue and expenditures through the halfway point of the year and provide an overview of the FY 20 Proposed Budget Amendments.

Revenues:

- **IPHMA**-The adopted budget projected a higher rent increase for FY 2019-20, however, due to AB 1482-the statewide rent control bill, the IPHMA Board had to adjust the rent increases, which resulted in a reduction of revenue by \$90,000.00
- **CRIA-EXPO Center**- The reduction in revenues of \$365,000.00 for CRIA-Expo Center, the majority of the decline is a decrease in parking fees as well as reduced bar sales, arena rentals, and concession sales.

Expenditures:

- **General Fund**-The City Council adopted an FY 20 Operating Budget of \$44.8 million for the General Fund. The proposed mid-year budget amendment reflects an increase in general fund expenditures by \$395,500.00. The increase includes an additional \$900,000.00 in administrative support for El Encanto and \$504,500.00 decrease in overall General Fund expenses. The proposed amendment will result in a General Fund Operating Budget of \$45.2 million for FY 20.
- **Capital Improvement Program**-In June 2019, the City Council adopted a Capital Improvement Program ("CIP") budget of \$70.5 million; the proposed CIP budget amendment will decrease expenditures by \$29.9 million, several projects in the CIP program will be delayed until next year and will result in a CIP budget of \$40.6 million for FY 20.
- **IPUC Electric**-The proposed a decrease of \$358,000.00 in the city's electric enterprise fund is primarily due to the reduction of professional and engineering services. The proposed reduction will result in a City Electric budget of \$5.2 million.

FISCAL IMPACT:

By approving the FY 20 Proposed Budget Amendments, the City's Operating Budget Expenditures will increase by \$395,500.00, the Capital Improvement Program will decrease by \$29.9 million, the City Electric Fund will decrease by \$358,000.00, and Transfer In/Out will result in a total of \$711,800.00. The Transfer In/Out includes new security services for CRIA, which used to be paid by the General Fund and Expo-Center expenses. The net effect of the proposed mid-year budget amendment will increase the City's projected fund balance by \$29,394,300.00.

RECOMMENDED ACTION:

Staff recommends that the City Council receive and file the FY 20 Mid-Year Budget Report and adopt Resolution No. CC 2020-05, approving the Proposed FY 20 Mid-Year Budget Amendments.

ATTACHMENTS:

1. Resolution CC 2020-05: Resolution Approving and Adopting FY 2019-2020 Proposed Mid-Year Budget Amendments
2. Exhibit A- Projected Fund Balance Fiscal Year 2019-2020
3. Exhibit B-Mid-Year Budget Update
4. Exhibit C-Revenue/Expenditure Summary
5. Exhibit D-Revenue/Expenditure Detail
6. Exhibit E-Transfer Schedule
7. Exhibit F-Capital Improvements Projects Detail

RESOLUTION NO. CC 2020-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING AND ADOPTING THE CITY'S FISCAL YEAR 2019-20 PROPOSED MID-YEAR BUDGET ADJUSTMENTS AND FISCAL YEAR 2019-20 PROPOSED MID-YEAR BUDGET ADJUSTMENTS FOR THE CAPITAL IMPROVEMENT PROGRAM BUDGET

WHEREAS, On June 13, 2019, the City Council ("Council") adopted the City's FY 2019-2020 ("FY 20") Operating Budget for its General Fund, and all its other funds and affiliated entities; and

WHEREAS, throughout a fiscal year, unanticipated revenues and expenditures may arise that could potentially impact the adopted budget and require budget amendments; and

WHEREAS, on February 27, 2020, the FY 20 Mid-Year Budget Report was presented to the Council and provided an update on the City's fiscal performance through the mid-point of the fiscal year, from July 1, 2019, through December 31, 2019, comparing all revenues and expenditures to the same period in the prior fiscal year and against adopted budget levels; and

WHEREAS, the FY 20 Mid-Year Budget Report also presented an overview of the FY 20 Mid-Year Budget Amendments for Council's consideration to approve and amend the FY 20 Adopted Budget.

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

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

Section 2. The City Council received a presentation on the FY 2019-20 Mid-Year Budget Report and hereby receives and files same.

Section 3. The City Council hereby approves the FY 20 Mid-Year Budget Amendments, attached hereto as Exhibit A, and incorporated herein by reference.

Section 4. The City Council hereby authorizes the City Manager, or his designee, to make the appropriate changes and budget amendments in the City's Financial System.

Section 5. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

Section 6. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

Section 7. This resolution shall be effective immediately.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry, at a regular meeting held on February 27, 2020, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS
ABSTAIN:	COUNCIL MEMBERS
ABSENT:	COUNCIL MEMBERS

Cory C. Moss, Mayor

ATTEST:

Julie Gutierrez-Robles, City Clerk

CITY OF INDUSTRY
PROJECTED FUND BALANCES
MID-YEAR BUDGET UPDATE
FISCAL YEAR 2019-2020

Exhibit A

	FUND BALANCE JUNE 30, 2019	PROPOSED MID YEAR AMENDED REVENUE BUDGET	PROPOSED MID YEAR AMENDED EXPENDITURES BUDGET	PROPOSED MID-YEAR AMENDED TRANSNFSERS IN	PROPOSED MID-YEAR AMENDED TRANSFERS OUT	PROJECTED FUND BALANCE JUNE 30, 2020
GENERAL FUND						
100 OPERATIONS	697,781,095.25	65,281,398.00	(45,189,940.00)	7,578,000.00	(37,883,740.00)	687,566,813.25
	<u>697,781,095.25</u>	<u>65,281,398.00</u>	<u>(45,189,940.00)</u>	<u>7,578,000.00</u>	<u>(37,883,740.00)</u>	<u>687,566,813.25</u>
SPECIAL REVENUE FUNDS						
101 STATE GAS TAX	17,905.00	24,100.00	(24,000.00)	-	-	18,005.00
102 MEASURE R	-	7,000.00	(7,000.00)	-	-	-
103 PROP A	2,256,476.75	50,000.00	(675,000.00)	-	-	1,631,476.75
104 PROP C	22,686.00	9,010.00	(10,000.00)	-	-	21,696.00
105 AIR QUALITY	471.00	-	-	-	-	471.00
106 MEASURE M	1.00	8,000.00	(11,000.00)	-	-	(2,999.00)
	<u>2,297,539.75</u>	<u>98,110.00</u>	<u>(727,000.00)</u>	<u>-</u>	<u>-</u>	<u>1,668,649.75</u>
ENTERPRISE FUNDS						
160 IPHMA	10,605,739.00	162,200.00	(530,840.00)	368,640.00	-	10,605,739.00
161 CITY ELECTRIC	18,752,587.00	5,706,900.00	(5,253,000.00)	-	-	19,206,487.00
165 CITY ELECTRIC - CARB	578,714.00	150,000.00	(100,000.00)	-	-	628,714.00
360 CRIA	27,718.00	3,010.00	(796,400.00)	1,340,100.00	(543,700.00)	30,728.00
361 EXPO CENTER	5,958,146.00	2,176,900.00	(2,720,600.00)	543,700.00	-	5,958,146.00
560 IPUC - RECLAIMED WATER	10,155,885.00	1,538,000.00	(679,300.00)	-	-	11,014,585.00
561 IPUC - POTABLE WATER	1,394,843.00	2,026,100.00	(2,167,600.00)	-	-	1,253,343.00
	<u>47,473,632.00</u>	<u>11,763,110.00</u>	<u>(12,247,740.00)</u>	<u>2,252,440.00</u>	<u>(543,700.00)</u>	<u>48,697,742.00</u>
CAPITAL IMPROVEMENTS FUND						
120 CAPITAL IMPROVEMENTS	177,313,375.00	2,607,000.00	(40,600,400.00)	1,400,000.00	-	140,719,975.00
	<u>177,313,375.00</u>	<u>2,607,000.00</u>	<u>(40,600,400.00)</u>	<u>1,400,000.00</u>	<u>-</u>	<u>140,719,975.00</u>
FIDUCIARY FUNDS						
145 ASSESSMENT DISTRICT 91-1	2,309,785.00	29,000.00	(507,954.00)	-	-	1,830,831.00
	<u>2,309,785.00</u>	<u>29,000.00</u>	<u>(507,954.00)</u>	<u>-</u>	<u>-</u>	<u>1,830,831.00</u>
DEBT SERVICE						
135 TAX OVERRIDE	1,065,860.00	55,529,100.00	-	-	(55,529,000.00)	1,065,960.00
140 CITY OF INDUSTRY	68,551,902.93	14,513,200.00	(41,327,308.00)	34,760,000.00	(7,578,000.00)	68,919,794.93
440 IPFA	346,375,605.00	16,607,286.00	(113,584,536.00)	55,544,000.00	-	304,942,355.00
	<u>415,993,367.93</u>	<u>86,649,586.00</u>	<u>(154,911,844.00)</u>	<u>90,304,000.00</u>	<u>(63,107,000.00)</u>	<u>374,928,109.93</u>
PROJECTED ENDING FUND BALANCE	<u>1,343,168,794.93</u>	<u>166,428,204.00</u>	<u>(254,184,878.00)</u>	<u>101,534,440.00</u>	<u>(101,534,440.00)</u>	<u>1,255,412,120.93</u>

CITY OF INDUSTRY
PROJECTED FUND BALANCES
MID-YEAR BUDGET UPDATE
FISCAL YEAR 2019-2020

Exhibit B

	ADOPTED REVENUES 2019-2020	INCREASE (DECREASE)	PROPOSED MID YEAR AMENDED REVENUE BUDGET	ADOPTED EXPENDITURES 2019- 2020	INCREASE (DECREASE)	PROPOSED MID YEAR AMENDED EXPENDITURES BUDGET	PROPOSED NET MID YEAR BUDGET CHANGE
GENERAL FUND							
100 OPERATIONS	65,281,398.00	-	65,281,398.00	(44,794,440.00)	(395,500.00)	(45,189,940.00)	(395,500.00)
	<u>65,281,398.00</u>	<u>-</u>	<u>65,281,398.00</u>	<u>(44,794,440.00)</u>	<u>(395,500.00)</u>	<u>(45,189,940.00)</u>	<u>(395,500.00)</u>
SPECIAL REVENUE FUNDS							
101 STATE GAS TAX	24,100.00	-	24,100.00	(24,000.00)		(24,000.00)	-
102 MEASURE R	7,000.00	-	7,000.00	(7,000.00)		(7,000.00)	-
103 PROP A	50,000.00	-	50,000.00	(442,000.00)	(233,000.00)	(675,000.00)	(233,000.00)
104 PROP C	9,010.00	-	9,010.00	(10,000.00)		(10,000.00)	-
105 AIR QUALITY	-	-	-	-		-	-
106 MEASURE M	8,000.00	-	8,000.00	(11,000.00)		(11,000.00)	-
	<u>98,110.00</u>	<u>-</u>	<u>98,110.00</u>	<u>(494,000.00)</u>	<u>(233,000.00)</u>	<u>(727,000.00)</u>	<u>(233,000.00)</u>
ENTERPRISE FUNDS							
160 IPHMA	252,200.00	(90,000.00)	162,200.00	(571,240.00)	40,400.00	(530,840.00)	(49,600.00)
161 CITY ELECTRIC	5,706,900.00	-	5,706,900.00	(5,611,000.00)	358,000.00	(5,253,000.00)	358,000.00
165 CITY ELECTRIC - CARB	150,000.00	-	150,000.00	(100,000.00)		(100,000.00)	-
360 CRIA	3,010.00	-	3,010.00	(527,400.00)	(269,000.00)	(796,400.00)	(269,000.00)
361 EXPO CENTER	2,541,900.00	(365,000.00)	2,176,900.00	(2,692,400.00)	(28,200.00)	(2,720,600.00)	(393,200.00)
560 IPUC - RECLAIMED WATER	1,538,000.00	-	1,538,000.00	(679,300.00)		(679,300.00)	-
561 IPUC - POTABLE WATER	2,026,100.00	-	2,026,100.00	(2,167,600.00)		(2,167,600.00)	-
	<u>12,218,110.00</u>	<u>(455,000.00)</u>	<u>11,763,110.00</u>	<u>(12,348,940.00)</u>	<u>101,200.00</u>	<u>(12,247,740.00)</u>	<u>(353,800.00)</u>
CAPITAL IMPROVEMENTS FUND							
120 CAPITAL IMPROVEMENTS	2,607,000.00	-	2,607,000.00	(70,522,000.00)	29,921,600.00	(40,600,400.00)	29,921,600.00
	<u>2,607,000.00</u>	<u>-</u>	<u>2,607,000.00</u>	<u>(70,522,000.00)</u>	<u>29,921,600.00</u>	<u>(40,600,400.00)</u>	<u>29,921,600.00</u>
FIDUCIARY FUNDS							
145 ASSESSMENT DISTRICT 91-1	29,000.00	-	29,000.00	(507,954.00)	-	(507,954.00)	-
	<u>29,000.00</u>	<u>-</u>	<u>29,000.00</u>	<u>(507,954.00)</u>	<u>-</u>	<u>(507,954.00)</u>	<u>-</u>
DEBT SERVICE							
135 TAX OVERRIDE	55,529,100.00	-	55,529,100.00	-	-	-	-
140 CITY OF INDUSTRY	14,513,200.00	-	14,513,200.00	(41,327,308.00)	-	(41,327,308.00)	-
440 IPFA	16,607,286.00	-	16,607,286.00	(113,584,536.00)	-	(113,584,536.00)	-
	<u>86,649,586.00</u>	<u>-</u>	<u>86,649,586.00</u>	<u>(154,911,844.00)</u>	<u>-</u>	<u>(154,911,844.00)</u>	<u>-</u>
PROJECTED ENDING FUND BALANCE	<u>166,883,204.00</u>	<u>(455,000.00)</u>	<u>166,428,204.00</u>	<u>(283,579,178.00)</u>	<u>29,394,300.00</u>	<u>(254,184,878.00)</u>	<u>28,939,300.00</u>

CITY OF INDUSTRY
MID-YEAR BUDGET UPDATE
REVENUE/EXPENSES SUMMARY
FISCAL YEAR 2019-2020

Exhibit C

FUND	CATEGORY	DEPARTMENT	ADOPTED BUDGET FY 19-20	MID-YEAR BUDGET AMENDMENT FY 19-20	PROPOSED AMENDED BUDGET FY 19-20
GENERAL FUND					
EXPENSES					
100	ADMINISTRATIVE				
		CITY COUNCIL	380,975.00	(39,700.00)	341,275.00
		CITY CLERK	144,445.00	41,775.00	186,220.00
		CITY MANAGER	1,195,120.00	13,110.00	1,208,230.00
		CENTRAL SERVICES	2,088,000.00	220,000.00	2,308,000.00
		HUMAN RESOURCES	725,200.00	235,900.00	961,100.00
		CITY ATTORNEY/LEGAL	2,026,000.00		2,026,000.00
		LEGISLATIVE SERVICES	183,500.00		183,500.00
		IUDA-ADMINTRATIVE EXPENSES	880,900.00	-	880,900.00
	FINANCIAL SERVICES				
		CITY TREASURER	541,740.00	(104,925.00)	436,815.00
		FINANCE	1,785,045.00	(46,300.00)	1,738,745.00
		INFORMATION TECHNOLOGY	604,000.00	111,000.00	715,000.00
	DEVELOPMENT SERVICES				
		ENGINEERING	310,800.00	2,900.00	313,700.00
		PLANNING	1,674,700.00	(736,135.00)	938,565.00
		DEVELOPMENT SERVICES	1,788,810.00	(729,425.00)	1,059,385.00
		FIELD OPERATIONS	2,400.00		2,400.00
		PUBLIC SAFETY	10,789,330.00	751,000.00	11,540,330.00
		PUBLIC WORKS	4,474,000.00	(622,000.00)	3,852,000.00
		STREETS AND ROADS	1,340,500.00	55,000.00	1,396,500.00
		OTHER CONTRATED SERVICES	4,045,000.00		4,107,000.00
		CIVIC FINANCIAL CENTER	3,667,400.00	(240,000.00)	3,427,400.00
		INDUSTRY HILLS MAINTENANCE	280,900.00	91,000.00	371,900.00
		HABITAT AND OPEN SPACE	730,600.00	20,000.00	750,600.00
		STREET LIGHTS		200,000.00	200,000.00
	COMMUNITY SUPPORT & REGIONAL IMPROVEMENTS				
		COMMUNITY PROMOTIONS & ECONOMIC DEVELOPMENT	1,564,000.00	36,000.00	1,600,000.00
		EL ENCANTO	1,799,000.00	1,062,000.00	2,861,000.00
		WORKMAN TEMPLE HOMESTEAD	1,772,075.00	11,300.00	1,783,375.00
		GENERAL FUND-TOTAL EXPENDITURES	44,794,440.00	395,500.00	45,189,940.00
SPECIAL REVENUE					
	Expenses				
103		PROP A	442,000.00	233,000.00	675,000.00
			442,000.00	233,000.00	675,000.00
		SPECIAL REVENUE FUND-TOTAL EXPENDITURES	442,000.00	233,000.00	675,000.00

CITY OF INDUSTRY
MID-YEAR BUDGET UPDATE
REVENUE/EXPENSES SUMMARY
FISCAL YEAR 2019-2020

Exhibit C

FUND	CATEGORY	DEPARTMENT	ADOPTED BUDGET FY 19-20	MID-YEAR BUDGET AMENDMENT FY 19-20	PROPOSED AMENDED BUDGET FY 19-20
ENTERPRISE FUNDS					
REVENUE					
160	IPHMA	RENTAL INCOME	252,200.00	(90,000.00)	162,200.00
		TOTAL IPHMA RENTAL INCOME	<u>252,200.00</u>	<u>(90,000.00)</u>	<u>162,200.00</u>
EXPENSES					
160	IPHMA	IPHMA	571,400.00	(40,400.00)	531,000.00
			<u>571,400.00</u>	<u>(40,400.00)</u>	<u>531,000.00</u>
161	IPUC ELECTRIC	IPUC ELECTRIC	5,611,000.00	(358,000.00)	5,253,000.00
			<u>5,611,000.00</u>	<u>(358,000.00)</u>	<u>5,253,000.00</u>
EXPENSES					
360	CRIA		527,400.00	269,000.00	796,400.00
			<u>527,400.00</u>	<u>269,000.00</u>	<u>796,400.00</u>
REVENUE					
361	CRIA-EXPO CENTER				
		EXPO SPEEDWAY	242,500.00		242,500.00
		EXPO BANQUET	806,000.00	(365,000.00)	441,000.00
		EXPO GRAND ARENA	1,479,500.00		1,479,500.00
		EXPO ADMINISTRATIVE ACCOUNT	13,900.00		13,900.00
		TOTAL CRIA-EXPO CENTER REVENUE ADJUSTMENTS	<u>2,541,900.00</u>	<u>(365,000.00)</u>	<u>2,176,900.00</u>
EXPENSES					
		EXPO SPEEDWAY	229,700.00		229,700.00
		EXPO BANQUET	479,000.00	7,100.00	486,100.00
		EXPO GRAND ARENA	803,500.00	(21,900.00)	781,600.00
		EXPO ADMINISTRATIVE ACCOUNT	443,400.00		443,400.00
			<u>736,800.00</u>	<u>43,000.00</u>	<u>779,800.00</u>
		TOTAL CRIA-EXPO CENTER EXPENDITURE ADJUSTMENTS	<u>2,692,400.00</u>	<u>28,200.00</u>	<u>2,720,600.00</u>
		ENTERPRISE FUND -TOTAL REVENUE	2,794,100.00	(455,000.00)	2,339,100.00
		ENTERPRISE FUND-TOTAL EXPENDITURES	9,402,200.00	(101,200.00)	9,301,000.00
120	CAPITAL IMPROVEMENTS FUND		70,522,000.00	(29,921,600.00)	40,600,400.00
		CAPITAL IMPROVEMENTS FUND-TOTAL EXPENDITURES	<u>70,522,000.00</u>	<u>(29,921,600.00)</u>	<u>40,600,400.00</u>
		TOTAL REVENUE	2,794,100.00	(455,000.00)	2,339,100.00
		TOTAL EXPENDITURES	125,160,640.00	(29,394,300.00)	95,766,340.00

**CITY OF INDUSTRY
MID-YEAR BUDGET UPDATE
REVENUE/EXPENSES DETIAL
FISCAL YEAR 2019-2020**

Exhibit D

Account	Account Description	Adopted Budget FY 2019-2020	Mid-Year Budget Amendment FY 2019-2020	Proposed Amended FY 2019-2021
Fund 100 - General Fund				
Department 501 - City Council				
5021	Dues and Subscriptions	31,000.00	(31,000.00)	-
5026	EPMC	8,700.00	(8,700.00)	-
Department 501 - City Council Totals		<u>\$39,700.00</u>	<u>(39,700.00)</u>	-
Department 502 - City Clerk				
5001	Salaries	65,340.00	38,000.00	103,340.00
5016	Cal-PERS - Employer	5,065.00	5,000.00	10,065.00
5026	EPMC	5,225.00	(5,225.00)	-
5033	Dental Premiums	1,995.00	3,000.00	4,995.00
5034	Vision Premiums	395.00	1,000.00	1,395.00
Department 502 - City Clerk Totals		<u>\$78,020.00</u>	<u>41,775.00</u>	<u>119,795.00</u>
Department 503 - City Manager				
5001	Salaries	649,440.00	8,000.00	657,440.00
5001.02	Salaries - Part - Time	48,310.00	13,000.00	61,310.00
5021	Dues and Subscriptions	62,000.00	31,000.00	93,000.00
5025	Miscellaneous	1,000.00	3,500.00	4,500.00
5026	EPMC	47,390.00	(47,390.00)	-
5610	Travel and Meetings	6,000.00	5,000.00	11,000.00
Department 503 - City Manager Totals		<u>\$814,140.00</u>	<u>13,110.00</u>	<u>827,250.00</u>
Department 504 - Engineering				
5010	Car Allowance	.00	7,200.00	7,200.00
5013	Telephone	.00	4,000.00	4,000.00
5021	Dues and Subscriptions	.00	1,000.00	1,000.00
5026	EPMC	14,300.00	(14,300.00)	-
5560	Equipment Rental	.00	2,000.00	2,000.00
5610	Travel and Meetings	.00	3,000.00	3,000.00
Department 504 - Engineering Totals		<u>\$14,300.00</u>	<u>2,900.00</u>	<u>17,200.00</u>
Department 505 - City Treasurer				
5013	Telephone	.00	4,000.00	4,000.00
5026	EPMC	19,925.00	(19,925.00)	-
5120.01	Professional Services	100,000.00	(96,000.00)	4,000.00
5695.04	Computer - Software	.00	7,000.00	7,000.00
Department 505 - City Treasurer Totals		<u>\$119,925.00</u>	<u>(104,925.00)</u>	<u>15,000.00</u>
Department 506 - Finance				
5013	Telephone	600.00	1,000.00	1,600.00
5026	EPMC	47,300.00	(47,300.00)	-
Department 506 - Finance Totals		<u>\$47,900.00</u>	<u>(46,300.00)</u>	<u>1,600.00</u>
Department 507 - Central Services				
5013	Telephone	3,000.00	9,000.00	12,000.00
5120.01	Professional Services	18,000.00	55,000.00	73,000.00
5900	General Engineering	.00	175,000.00	175,000.00
6085	Parking Citation	19,000.00	(19,000.00)	-
Department 507 - Central Services Totals		<u>\$40,000.00</u>	<u>220,000.00</u>	<u>260,000.00</u>
Department 508 - Human Resources				

Account	Account Description	Adopted Budget FY 2019-2020	Mid-Year Budget Amendment FY 2019-2020	Proposed Amended FY 2019-2021
5001	Salaries	100,800.00	15,000.00	115,800.00
5001.02	Salaries - Part - Time	30,900.00	(15,000.00)	15,900.00
5016	Cal-PERS - Employer	14,600.00	100,000.00	114,600.00
5017.03	Post Employment Benefit	311,900.00	130,000.00	441,900.00
5026	EPMC	8,100.00	(8,100.00)	-
5028	Life Insurance	1,100.00	14,000.00	15,100.00
	Department 508 - Human Resources Totals	\$467,400.00	235,900.00	703,300.00
	Department 521 - Planning			
5017	Medical Premiums	26,325.00	70,000.00	96,325.00
5026	EPMC	6,135.00	(6,135.00)	-
5028	Life Insurance	1,120.00	8,000.00	9,120.00
5030	State Unemployment	180.00	2,000.00	2,180.00
5033	Dental Premiums	1,995.00	7,000.00	8,995.00
5034	Vision Premiums	395.00	2,000.00	2,395.00
5038	Supplemental UNUM Insurance	1,600.00	10,000.00	11,600.00
5120.01	Professional Services	1,287,000.00	(819,000.00)	468,000.00
5130	Planning, Survey and Design	.00	4,000.00	4,000.00
5631	Workers Compensation	2,685.00	6,000.00	8,685.00
5695.03	Computer- Licenses	20,000.00	(20,000.00)	-
	Department 521 - Planning Totals	\$1,347,435.00	(736,135.00)	611,300.00
	Department 525 - Information Technology Division			
5695.01	Computer Services	100,000.00	82,000.00	182,000.00
5695.03	Computer- Licenses	1,000.00	29,000.00	30,000.00
	Department 525 - Information Technology Division Totals	\$101,000.00	111,000.00	212,000.00
	Department 526 - Development Services			
5001.02	Salaries - Part - Time	.00	15,000.00	15,000.00
5026	EPMC	14,425.00	(14,425.00)	-
5120.01	Professional Services	550,000.00	100,000.00	650,000.00
5640	Advertising and Printing	4,000.00	18,000.00	22,000.00
5665	Tuition Reimbursement	16,000.00	22,000.00	38,000.00
5900	General Engineering	870,000.00	(870,000.00)	-
	Department 526 - Development Services Totals	\$1,454,425.00	(729,425.00)	725,000.00
	Department 556 - IUDA - Administration			
5120.02	Legal Services	596,500.00	(151,000.00)	445,500.00
5730.02	Utilities - Water	.00	4,000.00	4,000.00
8510	Property Maintenance	27,400.00	140,000.00	167,400.00
9750	Fiscal Agent Fees	.00	7,000.00	7,000.00
	Department 556 - IUDA - Administration Totals	\$623,900.00	-	623,900.00
	Department 601 - Public Safety			
5016	Cal-PERS - Employer	.00	4,000.00	4,000.00
5020	CalPERS - Employee	.00	3,000.00	3,000.00
5120.02	Legal Services	50,000.00	21,000.00	71,000.00
6005	Sherrif's Contract	10,209,000.00	574,000.00	10,783,000.00
6030	Other Law Enforcement	.00	29,000.00	29,000.00
6085	Parking Citation	62,000.00	19,000.00	81,000.00
6140	Special Security Exp	283,000.00	101,000.00	384,000.00
	Department 601 - Public Safety Totals	\$10,789,330.00	751,000.00	11,355,000.00
	Department 620 - El Encanto			
5068	Landscape Maintenance	113,000.00	24,000.00	137,000.00
6120	Security	61,000.00	124,000.00	185,000.00
6163	El Encanto Advances	1,500,000.00	900,000.00	2,400,000.00
8510	Property Maintenance	10,000.00	14,000.00	24,000.00
	Department 620 - El Encanto Totals	\$1,684,000.00	1,062,000.00	2,746,000.00
	Department 621 - Community Prom.& Economic Develop			
5640	Advertising and Printing	22,000.00	36,000.00	58,000.00

Account	Account Description	Adopted Budget FY 2019-2020	Mid-Year Budget Amendment FY 2019-2020	Proposed Amended FY 2019-2021
	Department 621 - Community Prom.& Economic Develop Totals	\$1,564,000.00		
	Department 622 - Public Works		36,000.00	58,000.00
5120.01	Professional Services	.00	370,000.00	370,000.00
5130	Planning, Survey and Design	4,000.00	26,000.00	30,000.00
5900	General Engineering	3,850,000.00	(770,000.00)	3,080,000.00
5905	Aerial Images and photomaper	50,000.00	(33,000.00)	17,000.00
7030	Stormwater Compliance/NPDES	510,000.00	(170,000.00)	340,000.00
7030.01	Sewer System Management - NPDES	60,000.00	(45,000.00)	15,000.00
	Department 622 - Public Works Totals	\$4,474,000.00	(622,000.00)	3,852,000.00
	Department 623 - Streets and Roads			
5120.01	Professional Services	.00	100,000.00	100,000.00
5640	Advertising and Printing	.00	5,000.00	5,000.00
5900	General Engineering	450,000.00	(100,000.00)	350,000.00
7230	Traffic Marking	2,000.00	100,000.00	102,000.00
7260	Bridge Maintenance	52,000.00	(49,000.00)	3,000.00
	Department 623 - Streets and Roads Totals	\$1,340,500.00	56,000.00	560,000.00
	Department 624 - Other Contracted Services			
7420	Traffic and Street Signs	5,000.00	46,000.00	51,000.00
7455	Graffiti Removal	2,000.00	16,000.00	18,000.00
	Department 624 - Other Contracted Services Totals	\$7,000.00	62,000.00	69,000.00
	Department 625 - Civic-Financial Center Expenses			
5013	Telephone	2,400.00	14,000.00	16,400.00
5068	Landscape Maintenance	1,223,000.00	(417,000.00)	806,000.00
5130	Planning, Survey and Design	.00	17,000.00	17,000.00
5220	APPRAISAL FEES	5,000.00	11,000.00	16,000.00
5550	Repair and Maintenance Equipment	46,000.00	19,000.00	65,000.00
5562	Office Equipment & Furniture	.00	(26,000.00)	(26,000.00)
5730.02	Utilities - Water	372,000.00	122,000.00	494,000.00
5740	Property Taxes and Assessments	207,000.00	167,000.00	374,000.00
5900	General Engineering	150,000.00	(147,000.00)	3,000.00
	Department 625 - Civic-Financial Center Expenses Totals	\$2,005,400.00	(\$240,000.00)	\$1,765,400.00
	Department 626 - Workman Temple Homestead			
5018	Office Supplies & Postage	30,000.00	(15,000.00)	15,000.00
5025	Miscellaneous	.00	2,500.00	2,500.00
5068	Landscape Maintenance	291,000.00	(30,000.00)	261,000.00
5120.01	Professional Services	172,125.00	(77,000.00)	95,125.00
5560	Equipment Rental	1,900.00	7,000.00	8,900.00
5565	Small Equipments & Supplies	7,150.00	(7,200.00)	(50.00)
5900	General Engineering	50,000.00	85,000.00	135,000.00
8510	Property Maintenance	50,000.00	46,000.00	96,000.00
	Department 626 - Workman Temple Homestead Totals	\$602,175.00	\$11,300.00	\$613,475.00
	Department 627 - Industry Hills Maintenance			
5060	Special Taxes and Fees - Fuel Storage Tank	6,000.00	3,000.00	9,000.00
5062.01	Fuel Station Expenses	10,000.00	29,000.00	39,000.00
5565	Small Equipments & Supplies	26,000.00	(26,000.00)	-
5730.03	Utilities - Electric	800.00	2,000.00	2,800.00
5900	General Engineering	15,000.00	13,000.00	28,000.00
8510	Property Maintenance	11,000.00	70,000.00	81,000.00
	Department 627 - Industry Hills Maintenance Totals	\$68,800.00	91,000.00	159,800.00
	Department 628 - Habitat & Open Space			
5013	Telephone	.00	8,000.00	8,000.00
5120.01	Professional Services	5,000.00	12,000.00	17,000.00
	Department 628 - Habitat & Open Space Totals	\$5,000.00	20,000.00	25,000.00

Account	Account Description	Adopted Budget FY 2019-2020	Mid-Year Budget Amendment FY 2019-2020	Proposed Amended FY 2019-2021
Department 629 - Street Lights				
5565	Small Equipments & Supplies		100,000.00	100,000.00
6200	Contract Labor - Professional and Technical Services		\$100,000.00	100,000.00
		<u>\$0.00</u>	<u>\$200,000.00</u>	<u>200,000.00</u>
Fund 105 - Prop A				
5565	Small Equipments & Supplies	.00	41,000.00	41,000.00
5205	Construction Costs	300,000.00	233,000.00	533,000.00
	Department 300 - Expenditures Totals	<u>\$300,000.00</u>	<u>274,000.00</u>	<u>574,000.00</u>
Fund 160 - Industry Property & Housing				
Department 200 - Revenue				
4340	Rental Income	252,000.00	(90,000.00)	162,000.00
	Department 200 - Revenue Totals	<u>\$252,000.00</u>	<u>(90,000.00)</u>	<u>162,000.00</u>
Department 300 - Expenditures				
5018	Office Supplies & Postage	.00	1,000.00	1,000.00
5120.01	Professional Services	20,000.00	(15,000.00)	5,000.00
5120.02	Legal Services	2,000.00	38,000.00	40,000.00
5730.01	Utilities - Gas	1,000.00	600.00	1,600.00
5740	Property Taxes and Assessments	102,000.00	(65,000.00)	37,000.00
	Department 300 - Expenditures Totals	<u>\$125,000.00</u>	<u>(40,400.00)</u>	<u>84,600.00</u>
Fund 161 - IPUC Electric				
5021	Dues and Subscriptions	5,000.00	4,000.00	9,000.00
5120.01	Professional Services	301,000.00	107,000.00	408,000.00
5120.02	Legal Services	200,000.00	(188,000.00)	12,000.00
5730.03	Utilities - Electric	385,000.00	33,000.00	418,000.00
5900	General Engineering	650,000.00	(178,000.00)	472,000.00
6200	Contract Labor - Professional and Technical Services	410,000.00	(85,000.00)	325,000.00
6414	Electric Purchased Power	2,900,000.00	(179,000.00)	2,721,000.00
	Department 300 - Expenditures Totals	<u>\$4,851,000.00</u>	<u>(486,000.00)</u>	<u>4,365,000.00</u>
Department 350 - Metrolink Station				
5120.01	Professional Services	30,000.00	30,000.00	30,000.00
5565	Small Equipments & Supplies	130,000.00	98,000.00	98,000.00
	Department 350 - Metrolink Station Totals	<u>\$160,000.00</u>	<u>128,000.00</u>	<u>128,000.00</u>
Department 800 - CRIA Administration City				
5068	Landscape Maintenance	263,000.00	32,000.00	295,000.00
5730.02	Utilities - Water	200.00	21,000.00	21,200.00
6120	Security Services		200,000.00	200,000.00
8510	Property Maintenance	71,000.00	16,000.00	87,000.00
	Department 800 - CRIA Administration City Totals	<u>\$527,400.00</u>	<u>269,000.00</u>	<u>603,200.00</u>

Account	Account Description	Adopted Budget FY 2019-2020	Mid-Year Budget Amendment FY 2019-2020	Proposed Amended FY 2019-2021
Fund 361 - CRIA - EXPO CENTER				
Department 815 - Grand Arena (EQ)				
8142	Bar Sales	568,300.00	(139,000.00)	429,300.00
8151	Arena Rentals	232,600.00	(74,000.00)	158,600.00
8157	Parking Fees	194,500.00	(72,000.00)	122,500.00
8165	Concession Sales	159,200.00	(80,000.00)	79,200.00
Department 815 - Grand Arena (EQ) Totals		\$1,154,600.00	(365,000.00)	789,600.00
Department 814 - Banquet (EQ)				
6220	Contract Labor	254,900.00	7,100.00	262,000.00
Department 814 - Banquet (EQ) Totals		\$254,900.00	7,100.00	262,000.00
Department 815 - Grand Arena (EQ)				
5753	Concession Supplies	63,500.00	(35,000.00)	28,500.00
5800	Contract Labor - Concessions	95,800.00	(40,000.00)	55,800.00
6220	Contract Labor	222,900.00	53,100.00	276,000.00
Department 815 - Grand Arena (EQ) Totals		\$382,200.00	(21,900.00)	360,300.00
Department 817 - General Account (EQ)				
6220	Contract Labor	108,700.00	43,000.00	151,700.00
Department 817 - General Account (EQ) Totals		\$108,700.00	43,000.00	151,700.00

**CITY OF INDUSTRY
PROPOSED MID YEAR BUDGET
SCHEDULE OF TRANSFERS
FISCAL YEAR 2019-2020**

Exhibit E

		TRANSFERS IN	TRANSFERS OUT	MID YEAR BUDGET ADJUSTMENT
1)	CRIA - EXPO CENTER	150,500.00		269,000.00
	CRIA- CAPITAL PROJECTS		(150,500.00)	393,200.00
2)	CRIA- CAPITAL PROJECTS	677,900.00		
	CITY GENERAL FUND		(677,900.00)	(711,800.00)
	CITY- IPHMA	319,240.00		49,600.00
	CITY GENERAL FUND		(319,240.00)	
1)	CITY- CAPITAL PROJECT FUND	1,400,000.00		
	CITY GENERAL FUND		(1,400,000.00)	
2)	CITY DEBT SERVICE	34,760,000.00	(7,578,000.00)	
	CITY GENERAL FUND	7,578,000.00	(34,760,000.00)	
3)	PUBLIC FACILITIES AUTHORITY	55,544,000.00		
	CITY DEBT SERVICE		(55,529,000.00)	
	CITY GENERAL FUND		(15,000.00)	
	TOTAL	100,429,640.00	(100,429,640.00)	-

**CITY OF INDUSTRY
MID-YEAR BUDGET UPDATE
CAPITAL IMPROVEMENT BUDGET
FISCAL YEAR 2019-2020**

Exhibit F

DESCRIPTION	ADOPTED BUDGET FY 19-20	MID-YEAR BUDGET AMENDMENT FY 19-20	PROPOSED AMENDED BUDGET FY 19-20
Grade Separation	4,775,000.00	(300,000.00)	4,475,000.00
Street Widening, Reconstruction, Resurfacing and Slurry Seal	20,630,000.00	(8,835,000.00)	11,795,000.00
Bridge Widening, Seismic Retrofit, and Preventative Maintenance	11,745,000.00	(450,000.00)	11,295,000.00
Traffic Signal and Traffic Related Improvements	6,050,000.00	(1,280,000.00)	4,770,000.00
Strom Drain & Stormwater Improvements	3,095,000.00	(1,165,000.00)	1,930,000.00
IPUC - Water Utility	2,070,000.00	(416,000.00)	1,654,000.00
IPUC - Electric Utility	5,237,000.00	(4,335,000.00)	902,000.00
Expo Center at industry Hills	8,650,000.00	(6,397,800.00)	2,252,200.00
Industry Hills Golf & Convention Facilities	765,000.00	(95,000.00)	670,000.00
Open Spaces/Tonner Canyon ?Tres Hermanos	1,105,000.00	(355,000.00)	750,000.00
Civic Center Facilities	1,430,000.00	(1,010,000.00)	420,000.00
Facilities Improvements	4,970,000.00	(5,282,800.00)	(312,800.00)
CAPITAL IMPROVEMENTS FUND-TOTAL EXPENDITURES	<u>70,522,000.00</u>	<u>(29,921,600.00)</u>	<u>40,600,400.00</u>

CITY COUNCIL

ITEM NO. 6.2



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Bing Hyun, Assistant City Manager *BH*

DATE: February 27, 2020

SUBJECT: Consideration of Amendment No. 1 to the Professional Services Agreement with Joe A. Gonsalves & Son, for Governmental Relations Services, extending the term through June 30, 2024

Background:

On March 10, 2018, the City Council approved a Professional Service Agreement ("Agreement") with Joe A. Gonsalves & Son ("Gonsalves"), to provide governmental relations services, from March 10, 2018 to March 9, 2020. Gonsalves has represented the City's interest at the State level on matters impacting the City. Gonsalves works closely with the City's Public Affairs Manager in the monitoring of all legislative and administrative matters affecting local government. Their lobbying efforts, along with the knowledge in the inner workings of the State Legislature, has been a benefit to the City throughout the years.

Discussion:

The Agreement is set to expire on March 9, 2020. The proposed Amendment No. 1 extends the term through June 30, 2024, allowing Gonsalves to continue monitoring state legislative and administrative activities, coordinating legislative efforts with other interest groups to assist in developing support for matters that affect the City, and arranging meetings with key legislative leaders as needed. No other changes to the Agreement are proposed at this time.

Fiscal Impact:

Pursuant to the Agreement, the cost for Gonsalves services is \$10,000 per month. Appropriate \$510,000.00 from General Fund Reserves to General Fund – Legislative Services – Legislative Expenses (Account No. 100-528-5830).

Recommendations:

- 1) Approve Amendment No. 1 to the Professional Services Agreement with Joe A. Gonsalves & Son to extend the term through June 30, 2024; and
- 2) Appropriate \$510,000.00 from General Fund Reserves to General Fund – Legislative Services – Legislative Expenses (Account No. 100-528-5830).

Exhibit:

A. Amendment No. 1 with Joe A. Gonsalves & Son., dated February 27, 2020

TH/BH:yp

EXHIBIT A

Amendment No. 1 with Joe A. Gonsalves & Son, dated February 27, 2020

[Attached]

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT WITH
JOE A. GONSALVES & SON**

This Amendment No. 1 to the Professional Services Agreement (“Agreement”), is made and entered into this 27th day of February, 2020, (“Effective Date”) by and between the City of Industry, a municipal corporation (“City”) and Joe A. Gonsalves & Son, a California Corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties”.

RECITALS

WHEREAS, on or about March 10, 2018, the Agreement was entered into and executed between the City and Consultant to provide governmental relations services; and

WHEREAS, the Parties desire to amend the Agreement to extend the term to June 30, 2024 to allow Consultant to continue providing governmental relation services, and to amend the address for the City Attorney; and

WHEREAS, for the reasons set forth herein, the City and Consultant 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 and incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided:

Section 1. TERM

The first sentence of Section 1 is hereby amended to read in its entirety as follows:

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until the tasks described herein are completed, but in no event later than June 30, 2024, unless sooner terminated pursuant to the provisions of this Agreement.

Section 15. NOTICES

The address for James M. Casso is hereby revised to read in its entirety as follows:

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

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

“CITY”
City of Industry

“CONSULTANT”
Joe A. Gonsalves & Son

By: _____
Troy Helling, City Manager

By: _____
Anthony D. Gonsalves, President

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

CITY COUNCIL

ITEM NO. 6.3



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Bing Hyun, Assistant City Manager *BH*

DATE: February 27, 2020

SUBJECT: Consideration of Amendment No. 1 to the Professional Services Agreement with Prince Global Solutions, LLC, for Lobbying Services at the Federal Level, extending the term to June 30, 2021, and increasing compensation by \$83,500.00

Background:

On February 28, 2019, the City Council approved a Professional Service Agreement (“Agreement”) with Prince Global Solutions, LLC (“PGS”), to provide federal lobbying services, from February 28, 2019 to February 28, 2020, for an amount of \$63,500.00. Over the past year, PGS has been maintaining strong partnerships with the Los Angeles County Metropolitan Transportation Authority and City of Diamond Bar to secure funding for the 57/60 Confluence Project by working with federal, state and local officials. The guidance of PGS has been a tremendous benefit to the City when representation is needed in Congress.

Discussion:

The Agreement with PGS expires on February 28, 2020. The proposed Amendment No. 1 extends the term to June 30, 2021, and increases compensation by \$83,500.00, allowing PGS to continue its federal lobbying services. In the upcoming year, PGS will continue working with policymakers to make the expedited completion of the 57/60 Confluence Project a high priority for Congress and the US Department of Transportation. Additionally, PGS will assist with other City transportation projects as needed.

Table 1 – Summary of Costs

Professional Services Agreement	\$63,500.00
Amendment No. 1 to the Professional Services Agreement	\$83,500.00
Total	\$147,000.00

Fiscal Impact:

Pursuant to the Agreement, the cost for PGS services is \$5,000 per month plus \$3,500 for approved reimbursable expenses. The proposed Amendment No. 1 will add \$83,500 to the compensation to fund the Agreement through June 30, 2021, for a not-to-exceed amount of \$147,000. Appropriate \$83,500.00 from General Fund Reserves to General Fund – Legislative Services – Professional Services (Account No. 100-528-5120.01).

Recommendations:

- 1) Approve Amendment No. 1 to the Professional Services Agreement with Prince Global Solutions, LLC for an additional \$83,500.00 through June 30, 2021; and
- 2) Appropriate \$83,500.00 from General Fund Reserves to General Fund – Legislative Services – Professional Services (Account No. 100-528-5120.01).

Exhibits:

- A. Amendment No. 1 with Prince Global Solutions, LLC., dated February 27, 2020
- B. 2020 Look-Ahead

TH/BH:yp

EXHIBIT A

Amendment No. 1 with Prince Global Solutions, LLC., dated February 27, 2020

[Attached]

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT WITH
PRINCE GLOBAL SOLUTIONS, LLC**

This Amendment No. 1 to the Professional Services Agreement (“Agreement”), is made and entered into this 27th day of February, 2020, (“Effective Date”) by and between the City of Industry, a municipal corporation (“City”) and Prince Global Solutions, LLC, a Virginia Corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties”.

RECITALS

WHEREAS, on or about February 28, 2019, the Agreement was entered into and executed between the City and Consultant to provide federal lobbying services; and

WHEREAS, the Parties desire to amend the Agreement to extend the term to June 30, 2021 to continue to provide federal lobbying services, thereby necessitating an increase in compensation of \$83,500.00, and it is also necessary to amend the address for the City Attorney; and

WHEREAS, for the reasons set forth herein, the City and Consultant 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 and incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided:

Section 1. TERM

The first sentence of Section 1 is hereby amended to read in its entirety as follows:

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2021, unless sooner terminated pursuant to the provisions of this Agreement.

Section 4. PAYMENT

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

Total compensation payable to Consultant shall not exceed One Hundred and Forty-Seven Thousand Dollars (\$147,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

Section 15. NOTICES

The address for James M. Casso is hereby revised to read in its entirety as follows:

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

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

“CITY”
City of Industry

“CONSULTANT”
Prince Global Solutions, LLC

By: _____
Troy Helling, City Manager

By: _____
Kevin D. Jones, Esq., President

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

EXHIBIT B

2020 Look-Ahead

[Attached]

2020 Look-Ahead

The City will continue to build upon its strong partnership with the Los Angeles Metropolitan Transportation Authority (Metro) and the City of Diamond Bar in connection with the nationally and regionally significant SR 57/60 Confluence Chokepoint Relief Project (57/60 Project). City Staff and our Federal representative are working closely with Metro and Diamond Bar staff at the Federal, State and Local levels to ensure that the Project secures the support and funding necessary to expeditiously complete the remaining infrastructure improvements. The Project area is now considered as the 4th worst truck bottleneck in the United States and the 2nd worst truck-involved accident location in Southern California.

Current Federal transportation law, which provides for the availability of grant and formula transportation funding in 6-year increments, is set to expire on September 30. In the interim, our team is actively engaged with Federal policymakers as they craft the new law to reaffirm the 57/60 Project's status as a high priority for Congress and the Department of Transportation (DOT), maximize critically important funding opportunities for 57/60 and other transportation projects of interest to the City, and advocate key policy changes that will help to expedite the 57/60 Project's completion and assist with other City transportation projects that may arise.

Traditionally, the reauthorization process involves deliberations regarding current law and a variety of new policy and financing proposals offered by Members of Congress and the Administration. We will provide our opinions on the efficacy of current law, while also weighing in on those new proposals that may be of interest to the City. For example, a Southern California Congressman has introduced container fee legislation that would potentially create a new source of revenue to support Federal transportation programs. We will evaluate whether the City should take a position on this bill and/or work with the sponsor to modify it in some way.

In addition to working with Congress and DOT on the reauthorization of current transportation law -- a process that may very well be extended into 2021 since this is a Presidential election year -- our team will continue to aggressively pursue

funding from the most viable and direct Federal funding sources for highway projects like 57/60, namely the INFRA and BUILD discretionary grant programs administered by DOT. In the context of the reauthorization and appropriations processes, our team will also advocate the full funding of both grant programs.

The City's membership in the Coalition for America's Gateways and Trade Corridors will provide additional and important support and resources throughout our efforts in Washington.

As always, City Staff and our Federal representative will monitor other legislative and regulatory activities that might directly impact the City's interests.

CITY COUNCIL

ITEM NO. 6.4



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Joshua Nelson, Director of Public Works/City Engineer *JN*
Gerardo Perez, Construction Manager, CNC Engineering

DATE: February 27, 2020

SUBJECT: Consideration of a Notice of Completion, for the Metrolink Station Video Security System, Installation, and Commissioning Services, with Birdi & Associates, Inc. (Agreement No. DS-18-018-B, Project No. CIP-FAC-18-013-B)

Background:

On May 10, 2018, the City Council awarded Contract No. DS-18-018-B for the Metrolink Station Video Security System Installation and Commissioning Services, to Birdi & Associates, Inc., and appropriated \$84,413.44 for the project. The scope of work for this project was to procure, install and commission updated digital camera and operation equipment to replace an existing analog camera system at the Metrolink Station, located at 600 Brea Canyon Road. Tasks included commissioning of equipment to ensure that the completed system is accessible remotely, installation of a new monitor and computer at the guard shack, and training of City staff and contractors in the operation and maintenance of the video security system.

Discussion:

After the project was awarded, the Contractor incurred costs which were not part of the original scope of work and contract.

On January 29, 2019, the City Council approved the following change order in the amount of \$8,573.27:

- **Change Order No. 1:** Costs in the amount of \$8,573.27 were approved to provide software license and a 1 year, stay current license, for 17 cameras.

On July 11, 2019, the City Council approved the following change order in the amount of \$31,456.00:

- **Change Order No. 2:** Costs in the amount of \$31,456.00 were approved to replace 6,197 lineal feet of coaxial cable.

As of January 31, 2020, the City Engineer and CNC Engineering have determined that all work has been completed in accordance with the contract documents. 18 analog cameras have been replaced with 18 digital cameras including new coaxial cable and are now in operation.

Fiscal Impact:

Table 1 - Summary of Project Costs

Contract Amount	\$70,344.54
Change Order No. 1	\$8,573.27
Change Order No. 2	\$31,456.00
Revised Project Cost	\$110,373.81

Table 2 – Summary of Approved Construction Budget Amount

Base Bid (Birdi & Associates)	\$70,344.54
Contingency Allowance & Contract Administration/Inspection	\$14,068.90
Appropriation approved on July 11, 2019	\$25,960.27
Total Original Project Budget	\$110,373.71

The revised contract amount including Change Orders Nos. 1 and 2 totals \$110,373.81. The City Council appropriated \$25,960.27 on July 11, 2019 to cover a portion of the costs associated with the change orders. This additional cost was appropriated from the 2015 Bond Proceeds to City Capital Improvements– City Facilities–Construction Costs (Account No. 120-726-5205).

Recommendations:

- 1.) Accept the work by Birdi & Associates, Inc. in the amount of \$110,373.81; and
- 2.) Authorize the City Engineer or his designee to execute the Notice of Completion; and
- 3.) Authorize the City Clerk to file a Notice of Completion for the project.

Exhibit:

- A. Notice of Completion, dated February 27, 2020

TH/JN/GP:jf

EXHIBIT A

Notice of Completion, dated February 27, 2020

[Attached]



CITY OF INDUSTRY

- Civic Recreational-Industrial Authority
 - City of Industry Waterworks System
 - Industry Urban-Development Agency
 - Parking Authority
- 15625 East Stafford Street, City of Industry, CA 91744

Notification of Construction Completion

Metrolink Station Video Security System, Installation,
Project: and Commissioning Services for the City of Industry **Date: 02/27/2020**

Contract No.: CIP-FAC-18-013-B
Agreement No.: DS-18-018-B

Contractor: Birdi & Associates, Inc.

As a result of an inspection conducted on 01/31/2020 the contractor's construction work has been completed in accordance with the contract documents, with the exception of the items noted below:

Acceptance of completed construction work shall not relieve the contractor from other requirements of the contract documents.

Accepted by Contractor	<i>Carlos Gonzales</i> Printed Name	<i>[Signature]</i> Signature	<i>Project Manager</i> Title	<i>2/12/2020</i> Date
Recommended by Project Inspector	Shaun Malganji Printed Name	<i>[Signature]</i> Signature	Project Inspector Title	<i>2/11/20</i> Date
Recommended by Project Engineer	Upendra Joshi Printed Name	<i>[Signature]</i> Signature	Project Engineer Title	<i>2/12/2020</i> Date
Recommended by Project Manager	Gerardo Perez Printed Name	<i>[Signature]</i> Signature	Sr. Construction Manager Title	<i>2.13.20</i> Date
Recommend by Public Agency	Joshua Nelson Printed Name	Signature	City Engineer Title	Date
Approved by Public Agency	Troy Helling Printed Name	Signature	City Manager Title	Date

RECORDING REQUEST

and WHEN RECORDED, MAIL TO:

Agency CITY OF INDUSTRY

Mailing 15625 East Stafford Street
Address Attention: Joshua Nelson
City City of Industry
State, Zip California 91744

THIS SPACE FOR RECORDER'S USE

NOTICE OF COMPLETION

Notice is given that work was completed on that certain work known as Project No. **CIP-FAC-18-013-B, Metrolink Station Video Security System, Installation and Commissioning Services for the City of Industry, City of Industry, CA 91744, County of Los Angeles**, for the undersigned agency and said work was accepted as complete on February 27, 2020. The contractor on said job was **Birdi & Associates, Inc. 723 East Green Street, Pasadena, CA 91101**.

This Notice of Completion is being recorded on behalf of the **Owner, CITY OF INDUSTRY**, a Public Agency.

City of Industry

By _____
Joshua Nelson, City Engineer

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

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this _____ day of _____ 2020, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Notary Signature)

(Seal)

CITY COUNCIL

ITEM NO. 6.5



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Joshua Nelson, Director of Public Works/City Engineer *JN*
Dev Birla, Operations Manager, CNC Engineering

DATE: February 27, 2020

SUBJECT: Consideration of a Maintenance Services Agreement with Pacific Utility Installation, Inc. for the operation and maintenance of the City's streetlight system in an amount not-to-exceed \$100,000 through February 28, 2021

Background:

The City completed the purchase of 1,985 streetlights from Southern California Edison ("SCE") effective as of January 16, 2020. The City now owns those 1,985 streetlights in addition to 500 streetlights in the City which are mostly served by IPUC, such as the Industry Business Center ("IBC") Shopping Center area at Grand Avenue and Valley Blvd., Baker Parkway, Grand Avenue, IBC East development, and Anaheim-Puente Road. There are 75 streetlights located at the Expo Center which are maintained through CRIA.

Discussion:

The City now owns approximately 2,500 streetlights (excluding Expo Center streetlights) and must operate and maintain them. This will require troubleshooting any issues that arise and the repair and replacement of lamps, luminaires and ballasts. Additionally, the City will have to respond to any streetlights that are knocked down and replace them. It is essential to maintain and operate the City's streetlight system in a safe and proper condition. Staff are proposing a one-year Maintenance Services Agreement with Pacific Utilities Installation ("PUI") to maintain the City's newly purchased streetlight system. PUI currently maintains the streetlights under the IPUC's jurisdiction and is very familiar with the system in the City's jurisdiction.

Fiscal Impact:

The fiscal impact is \$100,000.00 (Account No. 100-624-7520). An appropriation of \$100,000.00 is requested from the General Fund Reserves to General Fund-Other Contracted Services-Traffic Signal.

Recommendations:

- 1) It is recommended that the City Council approve the Maintenance Services Agreement with Pacific Utility Installation, Inc. in an amount of not-to-exceed \$100,000.00; and
- 2) Appropriate \$100,000.00 from the General Fund Reserves to General Fund-Other Contracted Services-Traffic Signal (Account No. 100-624-7520).

Exhibit:

- A. Maintenance Services Agreement with Pacific Utility Installation, Inc. dated February 27, 2020

TH/JN/DB:jf

EXHIBIT A

Maintenance Services Agreement with Pacific Utility Installation, Inc.
dated February 27, 2020

[Attached]

CITY OF INDUSTRY

MAINTENANCE SERVICES AGREEMENT

This MAINTENANCE SERVICES AGREEMENT ("Agreement"), is made and effective as of February 27, 2020 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Pacific Utility Installation, Inc., a California corporation ("Contractor"). City and Contractor are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than February 28, 2021, 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 City. The Services shall be performed by Contractor, unless prior written approval is first obtained from City. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

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

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

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

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

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

3. MANAGEMENT

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

4. PAYMENT

(a) City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed One Hundred Thousand Dollars (\$100,000.00) 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 City. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by City and Contractor at the time City's written authorization is given to Contractor for the performance of said services.

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

5. LABOR CODE AND PREVAILING WAGES

(a) Contractor represents and warrants that it is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000.00 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. COI 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, COI, 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) City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

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

7. OWNERSHIP OF DOCUMENTS

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

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

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

8. INDEMNIFICATION

(a) Indemnity for professional liability

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

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

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

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

9. INSURANCE

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

10. INDEPENDENT CONTRACTOR

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

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

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. City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this Section.

12. UNDUE INFLUENCE

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

13. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during

his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

15. NOTICES

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

To COI:	City of Industry 15625 E. Stafford Street City of Industry, CA 91744 Attention: Troy Helling, City Manager
With a Copy To:	Casso & Sparks, LLP 13300 Crossroads Parkway North, Suite 410 City of Industry, CA 91746 Attention: James M. Casso, City Attorney

To Contractor:

Bill Pfeifer, President/CEO
Pacific Utility Installation, Inc.
1585 Harmony Circle
Anaheim, CA 92807

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 City.

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

Notwithstanding Contractor's use of any subcontractor, Contractor shall be responsible to City for the performance of its subconstituent 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 City and any subcontractor employed by Contractor. Contractor shall be solely responsible for payments to any subcontractors. Contractor shall indemnify, defend and hold harmless the Indemnified Parties for any claims arising from, or related to, the services performed by a subcontractor under this Agreement.

17. GOVERNING LAW/ATTORNEYS' FEES

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

18. ENTIRE AGREEMENT

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

and upon each party's own independent investigation of any and all facts such party deems material.

19. SEVERABILITY

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

20. COUNTERPARTS

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

21. CAPTIONS

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

22. WAIVER

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

23. REMEDIES

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

24. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Contractor represents and warrants that he/she has the authority to execute this Agreement on behalf of the

Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

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

“City”
City of Industry

“CONTRACTOR”
Pacific Utility Installation, Inc.

By: _____
Cory C. Moss, Mayor

By _____
Bill Pfeifer, President/CEO

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

Approved as to form:

By: _____
James M. Casso, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

Contractor shall perform emergency and scheduled maintenance of the City's Streetlight System. Scope of work shall include:

- Troubleshooting and maintenance of underground wires, lamps, ballasts, photocells, luminaires etc., as required
- Respond to fallen poles and luminaires
- Maintain electrical services related to parking lot lights located on City-owned property, including, but not limited to, Hall, Industry Business Council, and the Homestead Museum.

EXHIBIT B

RATE SCHEDULE

Item No.	Description of Title	Hourly Rate	Straight Time Shift: 1 through 8 hours	Premium Time Shift: Over 8 hours
1	General Foreman	1	\$115.00	\$172.50
2	Cable Splicer Foreman	1	\$110.00	\$165.00
3	Cable Splicer/Lineman	1	\$100.00	\$150.00
4	Groundman/Cable Splicer	1	\$70.00	\$105.00
5	Senior Test Technician or Electrical Engineer P.E.	1	\$175.00	\$262.50
6	Senior Meter Technician	1	\$100.00	\$150.00
7	Accounting and Material Handling	1	\$65.00	\$97.50
8	Splicing Truck and Tools	1	\$52.00	N/A
9	Pick Up Truck	1	\$35.00	N/A
10	Heavy Duty Equipment (Line Truck, Boom Truck, Bucket Truck)	1	\$73.00	N/A
11	Delivery and Pickup Charge for Heavy Equipment (Each Way)	1	\$350.00	N/A

Rates are for Regular Time, Monday- Friday from 7:00 am to 3:00pm.

Minimum 2 hours for calls during normal working hours.

Labor Rates are double for after hours, weekends and holidays.

Minimum 4 hours for calls after hours.

All labor is based on prevailing rates.

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY COUNCIL

ITEM NO. 6.6



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Joshua Nelson, Director of Public Works/City Engineer *JN*

DATE: February 27, 2020

SUBJECT: Consideration of Amendment No. 1 to the Professional Services Agreement with Sage Environmental Group, LLC for on-call biological monitoring support services through February 27, 2023

Background:

On August 1, 2017, the City Council approved a Professional Services Agreement (“Agreement”) with Sage Environmental Group, LLC, (“Sage”) to provide on-call biological monitoring support services for an amount not-to-exceed \$288,000.00. Sage has provided these services City-wide on a variety of projects and on-going tasks such as fuel load management and invasive plant removals within open space areas. Sage has provided support to Staff on projects and properties such as biological monitoring at Follows Camp, Tonner Canyon, Walnut Drive South Street Widening and Storm Drain Improvements and other City-owned properties.

Discussion:

The current Agreement with Sage expired on December 8, 2019. In order to allow Sage to continue providing services to the City, Staff recommends amending the Agreement to extend the term through February 27, 2023. Further, Sage also requested an amendment to its Rate Schedule to represent its current rates, which represents an increase of varying percent of 20- to 40-percent over its prior rates in 2017. Sage has continually provided the City with excellent professional services related to the biological monitoring throughout the City.

Fiscal Impact:

While Staff is recommending a revised Rate Schedule to reflect current pricing, sufficient funding remains in the contract, therefore a budget increase is unnecessary at this time.

Recommendation:

It is recommended that the City Council approve Amendment No. 1 to the Professional Services Agreement with Sage Environmental Group, LLC.

Exhibit:

- A. Amendment No. 1 to Professional Services Agreement with Sage Environmental Group, LLC. dated February 27, 2020
-

TH/JN:jf

EXHIBIT A

Amendment No. 1 to Professional Services Agreement with Sage Environmental Group,
LLC. dated February 27, 2020

[Attached]

**AMENDMENT NO. 1
TO AGREEMENT FOR CONSULTING SERVICES WITH
SAGE ENVIRONMENTAL GROUP**

This Amendment No. 1 to the Agreement for Consulting Services (“Agreement”), is made and entered into this 27th day of February, 2020, by and between the City of Industry, a municipal corporation, (“City”) and Sage Environmental Group, a California Limited Liability Company (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about August of 2017, the Agreement was entered into and executed between the City and Consultant to provide on-call biological monitoring support services; and

WHEREAS, the Agreement expired on December 8, 2019, and Staff is recommending an amendment to the Agreement, extending the term through February 27, 2023 to allow Consultant to continue providing on-call biological monitoring services. Further, Consultant requested a revised Rate Schedule to reflect Consultant’s current rates for the work performed; and

WHEREAS, the Parties also desire to amend the Agreement to reflect the current address for the City Attorney; and

WHEREAS, for the reasons set forth herein, the City and Consultant 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:

Section 1. TERM

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

This Agreement shall commence on December 9, 2019, and shall remain and continue in effect until tasks described herein are completed, but in no event later than February 27, 2023, unless sooner terminated pursuant to the provisions of this Agreement.

Section 14. NOTICES

The address for James M. Casso is hereby revised to read in its entirety as follows:

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

Exhibit B, Rate Schedule

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

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

**“CITY”
CITY OF INDUSTRY**

**“CONSULTANT”
SAGE ENVIRONMENTAL GROUP**

By: _____
Troy Helling, City Manager

By: _____
Alissa Cope, Principal

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

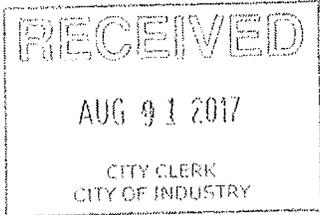
**ATTACHMENT 1
EXHIBIT B**

Rate Schedule

Principal in Charge	\$250.00/HR
Project Manager	\$200.00/HR
Senior Biologist/Botanist	\$185.00/HR
Senior Regulatory Specialist	\$180.00/HR
Associate Biologist/Botanist	\$150.00/HR
Licensed Herbicide Applicator	\$120.00/HR
Senior Cultural Resources Specialist	\$180.00/HR
Associate Cultural Resources Specialist	\$150.00/HR
Principal Environmental Planner	\$185.00/HR
Associate Environmental Planner	\$150.00/HR
CADD/GIS Technician	\$120.00/HR
Field Crew Supervisor	\$90.00/HR
Field Crew Labor	\$60.00/HR
Word Processor	\$90.00/HR

EXHIBIT A TO AMENDMENT NO. 1:

**AGREEMENT FOR CONSULTING SERVICES WITH SAGE ENVIRONMENTAL
GROUP, LLC (DATED AUGUST 1, 2017)**



CITY OF INDUSTRY
PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of August 1, 2017 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Sage Environmental Group LLC, a California limited liability company ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 8, 2019, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

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

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

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

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

3. MANAGEMENT

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

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Two Hundred Eighty-Eight Thousand Dollars (\$288,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

5. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

6. OWNERSHIP OF DOCUMENTS

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

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

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

7. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

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

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

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

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

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

10. LEGAL RESPONSIBILITIES

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

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during

his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

14. NOTICES

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

To City:

City of Industry
15625 E. Stafford, Suite 100
City of Industry, CA 91744

Attention: City Manager

With a Copy To:

James M. Casso, City Attorney
Casso & Sparks, LLP
13200 Crossroads Parkway North, Suite 345
City of Industry, CA 91746

To Consultant:

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

15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

17. ENTIRE AGREEMENT

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

and upon each party's own independent investigation of any and all facts such party deems material.

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the

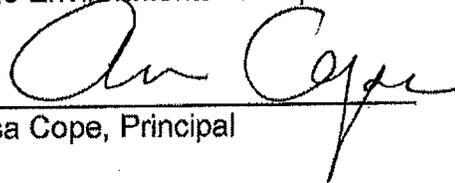
Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

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

"CITY"
City of Industry

By: 
Paul J. Phillips, City Manager

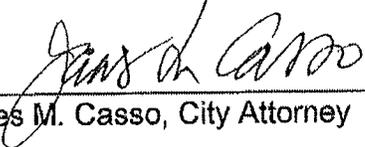
"CONSULTANT"
Sage Environmental Group LLC

By: 
Alissa Cope, Principal

Attest:

By: 
Diane M. Schlichting, Chief Deputy City Clerk

Approved as to form:

By: 
James M. Casso, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide citywide on-call biological monitoring support services to include, but not limited to:

- Fuel load management; and
- Invasive plant removal within open space areas to support biological resources, including sensitive plant and animal species.

Consultant shall provide a Biological Monitoring Letter Report and photo documentation for each task area assigned.

EXHIBIT B

RATE SCHEDULE

Principal in Charge \$ 180.00

Project Manager \$ 165.00

Senior Biologist/Botanist \$ 150.00

Senior Regulatory Specialist \$ 150.00

Associate Biologist/Botanist \$ 130.00

Licensed Herbicide Applicator \$ 95.00

Senior Cultural Resources Specialist \$ 145.00

Assoc. Cultural Resources Specialist \$ 120.00

Principal Environmental Planner \$ 165.00

Assoc. Environmental Planner \$ 130.00

CADD/GIS Technician \$ 110.00

Word Processor \$ 80.00

Field Crew Supervisor \$ 75.00

Field Crew Labor \$ 48.00

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

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

arise from or in connection with the performance of the Services hereunder by Consultant, his agents, representatives, employees or subconsultants.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY COUNCIL

ITEM NO. 6.7



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Bing Hyun, Assistant City Manager *[Signature]*

DATE: February 27, 2020

SUBJECT: Consideration of an Amended and Restated Professional Services Agreement with Industry Security Services, Inc., for Security Services at various locations throughout the City, in the amount of \$3,505,890.81 million dollars for the period of January 23, 2020 through December 31, 2022

Discussion:

On November 8, 2007, the City Council approved an Agreement (“Agreement”) with Industry Security Services (“Consultant”) to provide security services at various City facilities.

The Consultant recently requested an increase in rates, and pursuant to Section 1.2.b. of the current agreement with Consultant, the billing rates for Consultants services may be negotiated by the parties.

Further, due to recent changes to State law, most notably the provisions of Assembly Bill 5 (“AB 5”), it is necessary to amend the prior agreement to include provisions concerning Consultant’s status as an independent contractor. Pursuant to AB 5, Consultant must provide all of its own vehicles and equipment to maintain its status as an independent contractor.

Lastly, because the prior agreement is from 2007, it does not contain the City’s standard insurance and indemnification language, or some of the other provisions from the City’s standard professional services agreement. The proposed amended and restated agreement was revised to incorporate the language from the City’s standard agreement.

Below is a summary of the major revisions:

- Added a term date of January 23, 2020 through December 31, 2022 (total of three years).
- Added a maximum compensation of \$3,505,890.81 for the duration of the term.
- Allows for the City Manager to assign security officers where needed.

- Revised indemnification and insurance language to be consistent with the City's standard agreement language.
- Included language acknowledging independent contractor status under AB 5.

Fiscal Impact:

The fiscal impact for Amendment No. 1 is \$3,505,890.81. An appropriation of \$3,505,890.81 is requested to various General Fund and Proposition A Accounts for security services 100-XXX-6120 and 103-XXX-6120, respectively.

Recommendation:

- 1.) Staff recommends that the City Council approve the Amended and Restated Professional Services Agreement with Industry Security Services, Inc.
- 2.) Appropriate \$3,505,890.81 to various General Fund and Proposition A Accounts for security services 100-XXX-6120 and 103-XXX-6120, respectively.

Exhibit:

- A. Amendment No. 1 to the Professional Services Agreement with Industry Security Services, Inc., dated February 27, 2020
-

TH/BH:yp

EXHIBIT A

Amendment No. 1 to the Professional Services Agreement with
Industry Security Services, Inc., dated February 27, 2020

[Attached]

CITY OF INDUSTRY
AMENDED AND RESTATED
PROFESSIONAL SERVICES AGREEMENT

This AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of February 27, 2020 (“Effective Date”), between the City of Industry, a municipal corporation (“City”) and Industry Security Services, Inc., a California Corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties”.

RECITALS

WHEREAS, Consultant is licensed by the State of California as a private security service; and

WHEREAS, on or about November 8, 2007, the City entered into a professional services agreement whereby Consultant provides private security services at various locations throughout the City; and

WHEREAS, pursuant to the provisions of Section I.2.b. of the current agreement with Consultant, the billing rates for Consultant’s services may be negotiated by the Parties. Consultant requested an increase to its rates for the period of 2020 through 2022; and

WHEREAS, due to recent changes to State law, most notably the provisions of Assembly Bill 5 (“AB 5”), the City and Consultant desire to amend the prior agreement to include provisions concerning Consultant’s status as an independent contractor; and

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

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

1. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2022, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

(a) Consultant shall perform the tasks (“Services”) described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. (“Scope of Services”). Tasks other than those specifically described in the Scope of Services shall not be performed without prior written approval of the City. The Services shall be

performed by Consultant, unless prior written approval is first obtained from the City. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

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

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

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

(e) Consultant represents that it has, or will secure at its own expense, all licensed personnel required to perform the Services. All Services shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified and licensed to perform such services. During the term of this Agreement, Consultant shall maintain its license with the State of California as a Private Patrol Operator, and shall comply with all governmental requirements regarding same.

3. MANAGEMENT

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

4. PAYMENT

(a) The City agrees to pay Consultant 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 Three Million Five Hundred Five Thousand Eight Hundred Ninety Dollars and Eighty-One Cents (\$3,505,890.81) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

5. SUSPENSION OR TERMINATION OF AGREEMENT

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least thirty (30) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to the City pursuant to Section 4 of this Agreement.

6. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, incident reports, security logs, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted

accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to review such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

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

7. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

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

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

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

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

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

(c) Consultant represents and warrants that it is aware of the requirements of Assembly Bill 5, Worker Status: Employees and Independent Contractors, effective January 1, 2020, including the provisions set forth in California Labor Code Section 2750.3. Consultant agrees to fully comply with the provisions of AB 5 and Labor Code Section 2750.3. Consultant shall indemnify, defend and hold harmless, the City, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel

fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Consultant's or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant, failure or alleged failure to comply with the provisions of AB 5 and/or Labor Code Section 2750.3.

(d) City agrees that Consultant is not an employment agency and that the provision of security officers requires a substantial investment with respect to advertising, recruiting, testing, training and other administrative processing of personnel. In consideration of this investment by Consultant, City agrees not to hire any employee currently employed by Consultant, for a period of six months after employee's departure from employment by Consultant. In the event City breaches this provision, City shall pay to Consultant Five Hundred Dollars (\$500.00) per employee hired.

10. LEGAL RESPONSIBILITIES

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

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work

performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

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

To City:	City of Industry 15625 E. Stafford, Suite 100 City of Industry, CA 91744 Attention: City Manager
With a Copy To:	James M. Casso, City Attorney Casso & Sparks, LLP 13300 Crossroads Parkway North, Suite 410 City of Industry, CA 91746
To Consultant:	Industry Security Services, Inc. 15718 E. Rausch Road City of Industry, CA 91744 Attention: Brian Dryer, President

15. ASSIGNMENT

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

Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide City with the identity of the proposed subconsultant, a

copy of the proposed written contract between Consultant and such subconsultant which shall include and indemnity provision similar to the one provided herein and identifying City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

17. ENTIRE AGREEMENT

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

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

“CITY”
City of Industry

“CONSULTANT”
Industry Security Services, Inc.

By: _____
Troy Helling, City Manager

By: _____
Brian Dryer, President

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

Approved as to form:

By: _____
James M. Casso, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide the following services:

Furnish the City with uniformed, unarmed security officers in such numbers, at such billing rates, and at such locations as set forth in Exhibit B, attached hereto and incorporated herein by reference.

Develop and implement a security protocol; furnish all personnel, vehicles, materials, tools, equipment, supplies, services, tasks and incidentals, and customary work necessary to competently perform security services at the locations set forth in Exhibit B; and attend regular meetings on a monthly, quarterly, or annual basis as requested by the City.

Observe and report to the City, potential and actual security issues, disruptive behaviors, emergencies, unauthorized access, property vandalism and damage, and related security issues. Said information shall be provided to the City within 24 hours, except emergencies, which shall be reported to the City immediately.

Deter criminal or undesirable behaviors by demonstrating a high-level of awareness, high visibility, and continuous presence throughout property.

Effectively communicate with all staff, residents, public, and guests; act in a professional, courteous manner; must be available by phone or another form of communication to report and receive reports regarding security issues.

Perform other duties as assigned by the City Manager or designee.

Consultant shall have a manager-level security guard on staff at all times services are being provided.

Consultant and City mutually agree to instruct their respective employees that under no circumstances shall there be a request for detention of persons suspected of committing a criminal offense, and that the proper action shall be notification to appropriate legal authorities unless exigent circumstances exist.

Strike, Labor Dispute, or Civil Disturbance:

In the event of a strike, labor dispute, civil disturbance, earthquake, or any similar unusual event that requires special security services, the provisions below shall apply:

- a. The special security services shall be provided for at either the overtime rate set forth in Exhibit B, or a special rate agreed to in writing by the City's City Manager and Consultant.

Location of the Work:

Consultant shall provide services at the following locations, as set forth in Exhibit B:

General City patrol
City Hall
Homestead Museum
El Encanto Healthcare and Habilitation Center
Tonner Canyon
Metrolink Station
Expo Center
Follows Camp

The City Manager shall have the authority to divert resources from the locations set forth above, and redirect those resources to other locations, and/or to reallocate the number of security officers at any given location, at the same rates set forth in Exhibit B. The City Manager shall also have the authority to reduce the number of locations and/or reduce the number of security officers, and the rate shall be reduced commensurate with the reduction.

EXHIBIT B

RATE SCHEDULE

The following rates shall apply during the term of this Agreement.

Period: February 27, 2020 to December 31, 2020

Title	Hourly Rate (regular)	Hourly Rate (overtime and holiday)
Account Manager	\$48.85	\$48.85
City Patrol Driver	\$26.74	\$40.11
Security Officer	\$25.49	\$38.24

Period: January 1, 2021 to December 31, 2021

Title	Hourly Rate (regular)	Hourly Rate (overtime and holiday)
Account Manager	\$52.74	\$52.74
City Patrol Driver	\$29.24	\$43.86
Security Officer	\$27.57	\$41.36

Period: January 1, 2022 to December 31, 2022

Title	Hourly Rate (regular)	Hourly Rate (overtime and holiday)
Account Manager	\$57.36	\$57.36
City Patrol Driver	\$32.97	\$49.46
Security Officer	\$29.66	\$44.49

Additional Coverage:

In the event the City requests additional coverage not included in the established schedule, and such additional coverage requires the creation of new shift, there shall be a minimum four (4) hour charge for each security officer requested.

Overtime:

Unless a shorter time is agreed to by the City Manager and Consultant, overtime shall be paid to Consultant if requested 24 hours in advance by the City. All overtime shall be paid on a hourly basis for actual hours worked. Notwithstanding the foregoing, overtime shall be paid for holidays as set forth in the tables above. For purposes of this Agreement, the following are holidays: New Years Day, Martin Luther King Day, President's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, and prior to commencement of the Services, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to the City. In the event that the State of California requires a higher level of insurance for a Private Patrol Operator, and/or additional types of insurance, those higher/additional insurance requirements shall prevail.

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

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

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

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

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

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

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

or in connection with the performance of the Services hereunder by Consultant, his agents, representatives, employees or subconsultants.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Bonds. Consultant shall provide a bond for each security officer in an amount established by the City's insurer. Prior to commencing work under this Agreement, Consultant shall provide evidence of each bond to the City.

CITY COUNCIL

ITEM NO. 7.1



CITY OF INDUSTRY

MEMORANDUM

To: Honorable Mayor Moss and Members of the City of Council

From: Troy Helling, City Manager *TH*

Staff: Dina Lomeli, Consultant Associate Planner *DL*
Nathalie Vazquez, Consultant Assistant Planner II *NV*

Date: February 27, 2020 *TH*

Subject: Development Plan 19-10 and CUP 19-04, Panera Bread Restaurant, 17427 Colima Road

Proposal:

Section 17.04.120 of the Municipal Code ("Code") requires that when separate applications for the same project involve final decisions by the Planning Commission and City Council, all applications must first be submitted to the Planning Commission for review and recommendation, and then to the City Council for a final decision. This project involves the following two applications submitted by Panera LLC, on behalf of Panera Bread:

Development Plan (DP) 19-10 is for the construction of a new 4,550 square foot commercial building with a drive-thru located at 17427 Colima Road.

Conditional Use Permit ("CUP") 19-04 is for a new fast food restaurant use, with 200 seats, known as "Panera Bread".

Because a development plan requires City Council approval, and the CUP requires Planning Commission approval, the Planning Commission is the recommending body, and the final decision will rest with the City Council.

Location and Surroundings:

As shown on the location map (Exhibit A), the project site is on an irregular shaped lot located on one of the southern outer parcels of Puente Hills Mall, north of Colima Road and west of Albatross Road. The parcel is identified by the Assessor's Parcel Number 8265-004-123, and is approximately 1.24 acres, and is surrounded by improved commercial developments and streets.

Project Description:

DP 19-10

Panera Bread is requesting approval for the construction of a new 4,550 square foot commercial building with a drive-thru and an outdoor patio that is approximately 1,000 square feet, located at 17427 Colima Road (Exhibit B). The proposed restaurant will be located on a lot that was

previously developed, and operated under Conditional Use Permit 98-4, for a restaurant use and alcohol sales, the prior use has been inactive for more than six months. The development consisted of a 5,803 square foot commercial structure that will be demolished and replaced by a new building for Panera Bread. Given the inactivity, the property owner has provided the City with a notice of surrender of CUP 98-4. The applicant's request complies with the City's development guidelines set forth in the City's Code.

CUP19-04

Conditional Use Permit 19-04 is a request for a new fast food restaurant with more than 50 seats known as "Panera Bread". The restaurant will be located at 17427 Colima Road ("Property"). The proposed building will operate as a "Panera Bread" fast-food restaurant chain that specializes in serving clean food with no artificial preservatives, sweeteners, flavors or colors from artificial sources to create a curated and customized menu. The fast-food restaurant's business hours are from 6:00AM to 9:30PM Sunday through Thursday, and 6:00 AM to 10:00 PM Friday through Saturday, and will accommodate 200 patrons and employ 60 people.

Staff Analysis:

Development Plan 19-10

Staff has reviewed that the proposed development project and determined that it is consistent with the Zoning ("C" – Commercial) and General Plan (Commercial) designations of the Property and complies with the development and design standards found in Section 17.36, *Design Review*, of the City's Code as set forth above. Specifically, the project is in compliance with all applicable development standards including: parking, landscaping, lot coverage, building height and setbacks.

Property

Section 17.36.060 of the Code calls for well-designed and coordinated buildings, walls, lighting and landscaping. The proposed building brings a modern look to an existing lot that has an outdated, rundown building. The building's exterior materials consist of a wood siding and two different tones of stone and stucco. The building will have a variation of decorative elements such as metal canopies for the storefront and fabric canopies for the side elevations. The proposed building has a mixture of earth tones that consist of green accent color, and light and dark brown paint for the stucco walls and light tan colors for the decorative stone. The building includes a parapet wall that will conceal any rooftop mechanical equipment from street view.

Access

The Property is served by street access adequate in width and improved as necessary to carry the quantity of traffic the development may generate. The City's Code requires all driveway and drive-aisles to be a minimum of 26 feet in width. The Property has two main entrances that are shared access driveways with the mall and located west and east of the proposed building on Colima Road. Both entrances consist of a 26 foot driveway that lead into the main parking lot of the site. There is also various entrances throughout the mall that lead into the proposed restaurant. All existing and proposed drive aisles on this site are 26 feet or greater.

Landscaping

Section 17.36.060.Q. of the Code, requires that a minimum of 12 percent of the site be devoted to landscaping. The property will have a total of 8,940 square feet of landscaping, which represents 16.5% percent of the total site, and the landscaping will be concentrated along Colima Road and within the interior of the Mall. The site exceeds the City's minimum landscape requirements and much of the existing landscaping throughout the shopping center consists of mature shrubs and trees.

Parking

Per Section 17.12.050.C. of the Municipal Code, parking for a restaurant is one space per every two and a half fixed seats, the project is required to provide 40 parking spaces. The lot has a total of 90 existing parking stalls, therefore exceeding the parking requirement.

CUP19-04

The request for a new fast food restaurant with more than 50 seats in a new 4,550 square foot commercial building for a restaurant known as "Panera Bread" is consistent with the Zoning "C" (Commercial) and General Plan (Commercial) designations of the site and complies with the standards in Sections 17.12, "C" Commercial zone, of the City's Municipal Code.

Property

The proposed restaurant will be located on a lot that was previously developed, and operated under Conditional Use Permit 98-4, for a restaurant use and alcohol sales, the prior use has been inactive for more than six months. The development consisted of a 5,803 square foot commercial structure that will be demolished and replaced by a new building for Panera Bread. Given the inactivity, the property owner has provided the City with a notice of surrender of CUP 98-4. The applicant's request complies with the City's development guidelines set forth in the City's Code. The Property meets all requirements of the Zoning Code, such as adequate in size, shape, topography, and location to accommodate the yards, walls, fences, parking and loading facilities, landscaping, required by Section 17.12.050 of the Municipal Code. There are adequate utilities to accommodate the proposed use, as the CUP request does not involve increased demands placed upon the existing water, gas, electricity and sewer utilities that adequately serve the site.

Access

The Property is served by street access adequate in width and improved as necessary to carry the quantity of traffic the development may generate. The City's Code requires all driveway and drive-aisles to be a minimum of 26 feet in width. The Property has two main entrances that are shared access driveways with the mall and located west and east of the proposed building on Colima Road. Both entrances consist of a 26 foot driveway that will lead into the main parking lot of the site. There is also various entrances throughout the mall that lead into the proposed restaurant. All existing and proposed drive aisles on this site are 26 feet or greater.

Parking

Per Section 17.12.050.C. of the Municipal Code, parking for a restaurant is one space per every two and a half fixed seats, therefore the project is required to provide 40 parking spaces. The lot has a total of 90 existing parking stalls, therefore exceeding the parking requirement.

Environmental Analysis:

The proposed project is exempt from the California Environmental Quality Act ("CEQA") per Section 15332. This Class 32 exemption applies to in-fill development where the project is consistent with the general plan designation and all applicable general plan policies, as well as the zoning designation and regulations; the project occurs in the city limits, the site is no more than five acres, and is substantially surrounded by urban uses; the project site has no value as a habitat for endangered, rare, or threatened species; approval of the project would not result in any significant effects related to traffic, noise, air or water quality; and the site can be adequately served by all required public utilities and all public services. The site is located in the City, is 1.26 acres which is under the five acre threshold required in the infill exemption and is surrounded by developed commercial buildings and uses. All roads and utilities are existing and maintained to serve commercial uses and are suitable for the new commercial structure. The site does not contain any endangered

habitat because it is a developed lot that was disturbed when the original building was built and all environmental concerns such as endangered, rare or threatened species if any were addressed and mitigation measures were put in place to address them at that time. The new 4,550 square foot structure would not result in significant effects related to traffic, noise, and air because the design of the building took into consideration the traffic impact and designed the drive thru to avoid traffic and congestion by providing a well-designed site plan. Noise and air will not be impacted since the restaurant will be 1,253 square feet smaller than the existing restaurant and will have a less than significant impact. Also, the new restaurant will not affect water quality because the project is required to have a Water Quality Management Plan (WQMP) in place where all water is treated on site before going to City sewer. Furthermore no hazardous waste is produced at this site. The site is currently served by all public utilities, fire, and police and will continue to be served by them.

Fiscal Impact:

Development Plan 19-10 and Conditional Use Permit 19-04 will have a positive fiscal impact to the City.

Recommendation:

The proposed use complies with the use standards of the Municipal Code and satisfies the findings noted in the Resolution, Staff recommends that the City Council adopt Resolution No. PC 2020-01 (Exhibit G) approving Development Plan 19-10, and the acceptance of the surrender of Conditional Use Permit No. 98-04, and Conditional Use Permit 19-04, with the findings for approval and Standard Requirements and Conditions of Approval contained in the Resolution.

Exhibits:

Exhibit A: Location Map

Exhibit B: Site Plan

Exhibit C: Floor Plan

Exhibit D: Elevation

Exhibit E: Notice of Exemption

Exhibit F: Public Hearing Notice

Exhibit G: Resolution No. CC 2020-04 recommending City Council approval of Development Plan 19-10 and Conditional Use Permit 19-04 with findings of approval, Standard Requirements and Conditions of Approval.

EXHIBIT A

Location Map – Development Plan 19-10 and Conditional Use Permit 19-04

[Attached]

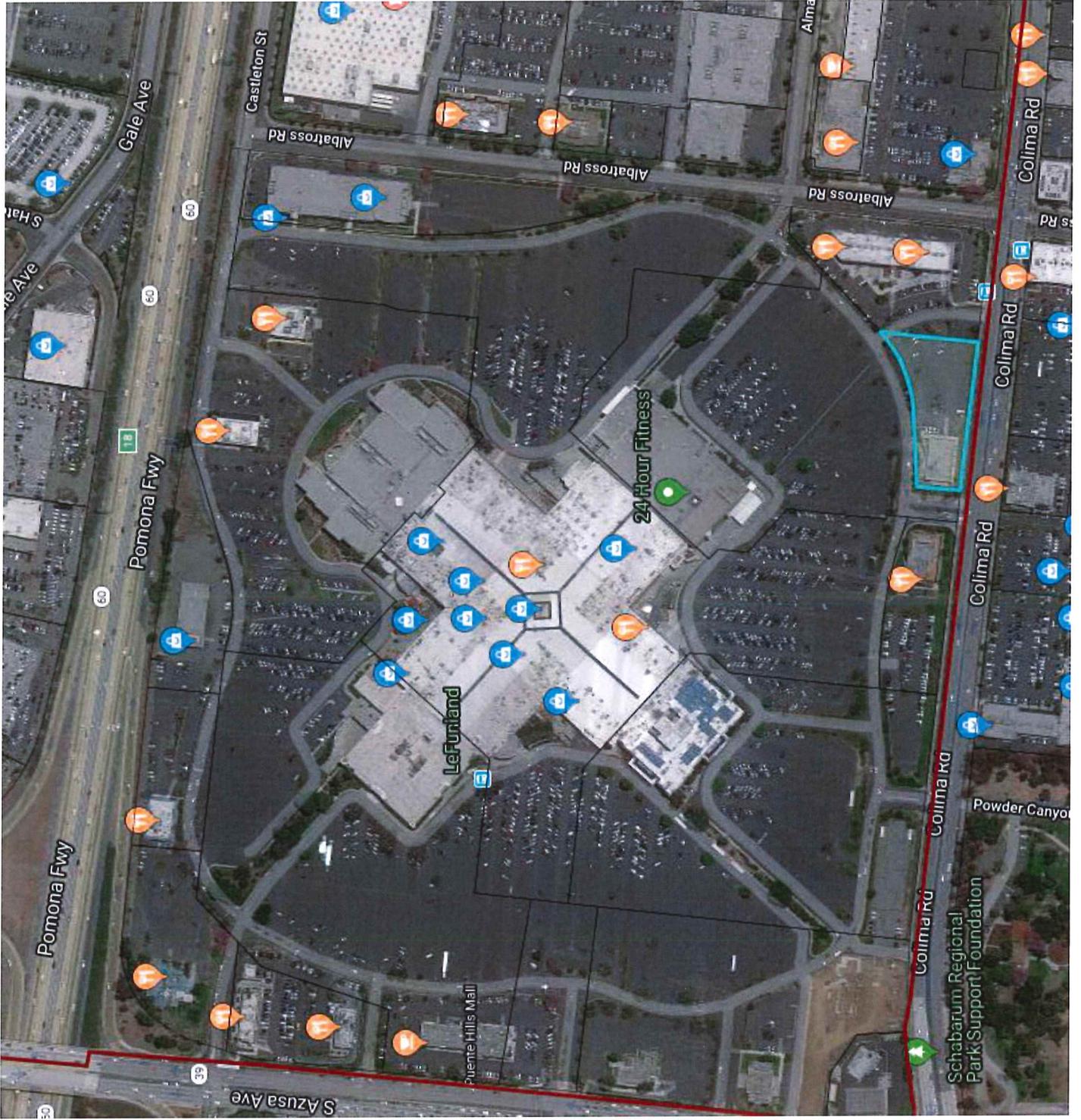
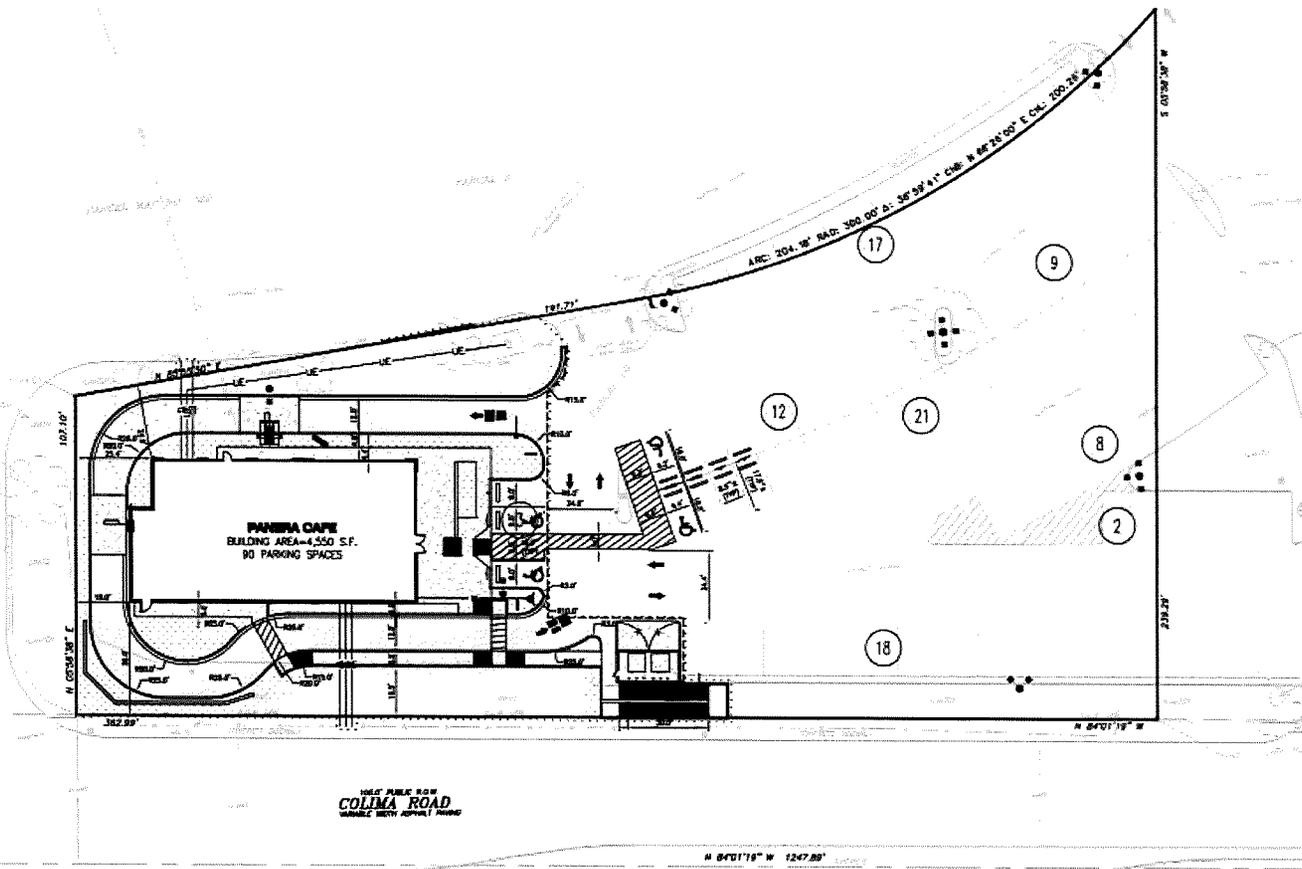
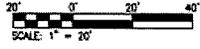


EXHIBIT B

Site Plan – Development Plan 19-10 and Conditional Use Permit 19-04

[Attached]



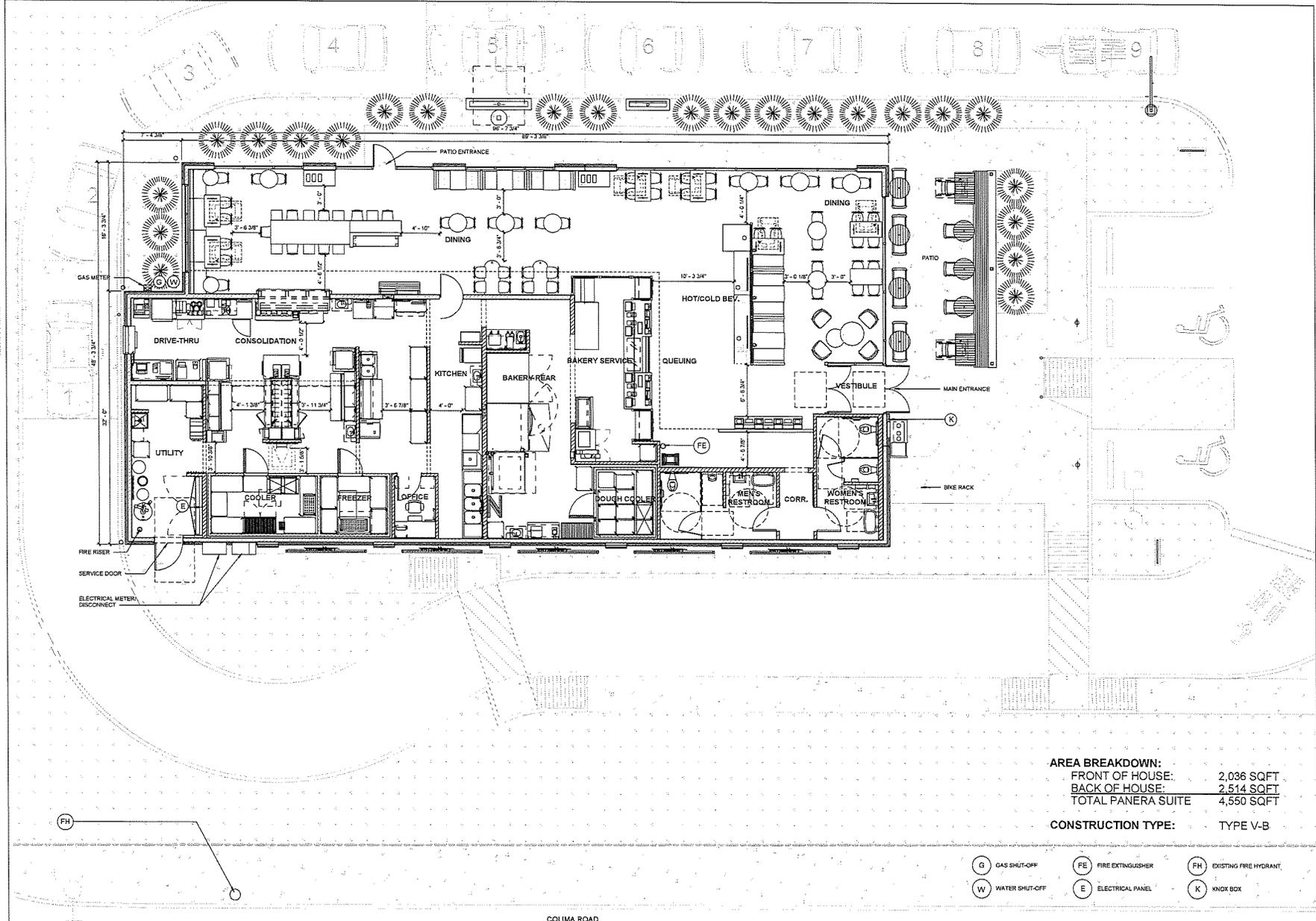
SEE PLAN FOR
COLIMA ROAD
GARAGE WEST SIDE / FRONT

PANERA BAKERY CAFE #1343 1111 COLIMA RD. #1118 CITY OF ANAHEIM, CA 92818	
HORIZONTAL CONTROL PLAN	
PROJECT NO. 18-0017	SHEET NO. C4.1
DATE 04/01/18	JOB NUMBER 18-0017
SHEET NUMBER C4.1	

EXHIBIT C

Floor Plan – Development Plan 19-10 and Conditional Use Permit 19-04

[Attached]



Bakery-Cafe:
#1343
 SYSTEM: CA
 Project Team
NORR
 721 N. Lake St. | Suite 101 | Chicago, IL 60642
 (773) 442-1100 | 1-800-442-1100

 Engineering Consultant

Professional Seal

 G. Phillip Lovely
 04.05.19
 Project Title

ENTITLEMENT REVIEW
Bakery Cafe #1343
 17427 COLIMA RD
 CITY OF INDUSTRY, CA
 91748

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AREA BREAKDOWN:

FRONT OF HOUSE:	2,036 SQFT
BACK OF HOUSE:	2,514 SQFT
TOTAL PANERA SUITE	4,550 SQFT

CONSTRUCTION TYPE: TYPE V-B

- GAS SHUT-OFF
- FIRE EXTINGUISHER
- EXISTING FIRE HYDRANT
- WATER SHUT-OFF
- ELECTRICAL PANEL
- KNX BOX

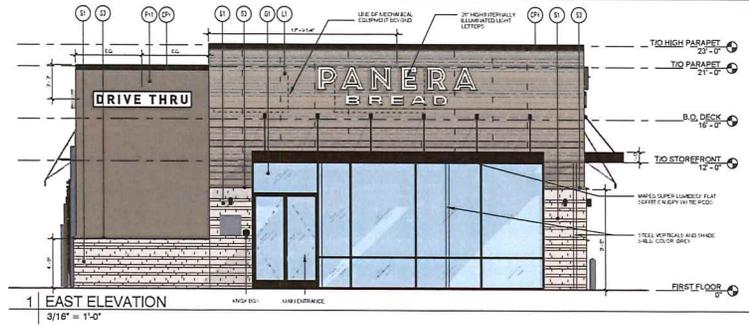
1 | FLOOR PLAN
 3/16" = 1'-0"

FLOOR PLAN
 Project Number: Sheet Number:
 NICH18-0337
 Drawn By: TSONG
 Issue Date: 04.05.19
A103
 CPM: ID: -

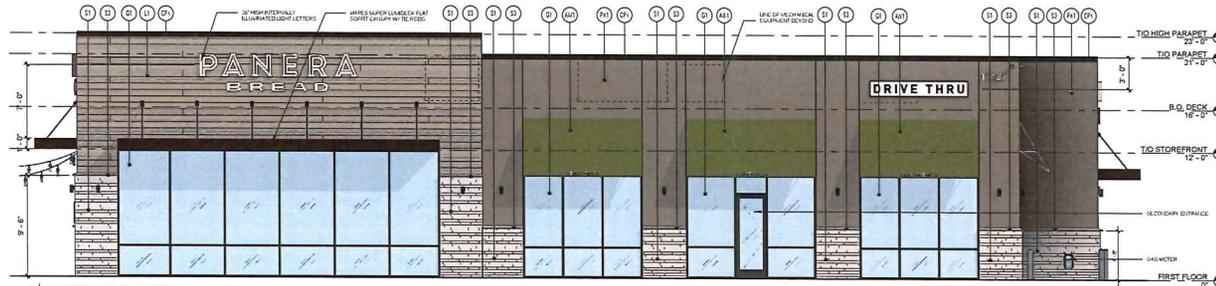
EXHIBIT D

Elevation – Development Plan 19-10 and Conditional Use Permit 19-04
[Attached]

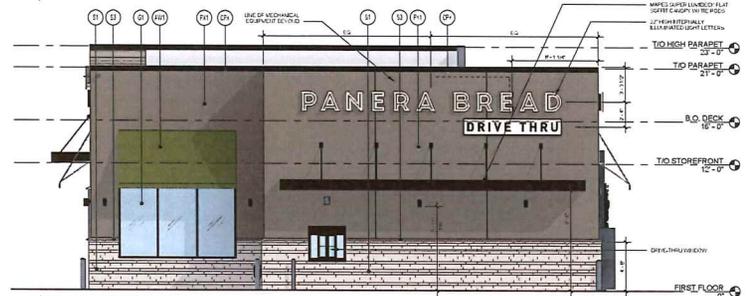
4/20/2019 9:56:17 AM



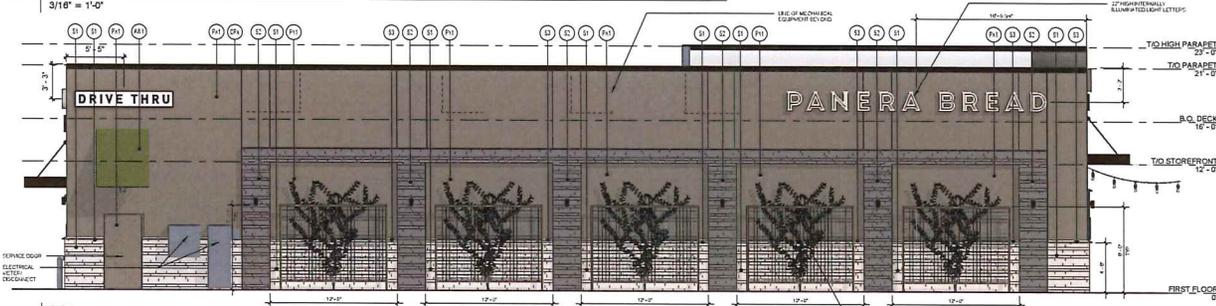
1 EAST ELEVATION
3/16" = 1'-0"



2 NORTH ELEVATION
3/16" = 1'-0"



3 WEST ELEVATION
3/16" = 1'-0"



4 SOUTH ELEVATION
3/16" = 1'-0"

EXTERIOR MATERIALS:

- (PK1) STUCCO 'L'YMSTONE' TEXTURE, PAINTED, COLOR: SHERWIN-WILLIAMS #SW7032 'WARM STONE'
- (S1) LEDGESTONE - ELDORADO STONE, LEDGECUT3 - 'BIRCH'
- (S2) LEDGESTONE - ELDORADO STONE, LEDGECUT3 - 'SAGE'
- (S3) STONE SILL - ELDORADO STONE, CHISELED EDGE WANSICOT SILL - 'BUCKSKIN'
- (L1) WOOD DECOR SIDING - TRESPA PURA, 'SIBERIAN LARCH' PLUS
- (G1) ALUM. STOREFRONT, COLOR: ANODIZED DARK BRONZE
- (AW1) FABRIC AWNING, COLOR: 'UNITY LEAF'
- (CPX) COPING, PRE-FINISHED, COLOR: EXTRA DARK BRONZE

MATERIAL SAMPLE BOARD:

Bakery-Cafe:

#1343

SYSTEM: G4

Project Team

NORR

323 N. Lake St. | Suite 300 | Chicago, IL 60610

1-312-329-1111 | 1-800-329-1111



Professional Seal

William J. Hammer

04.05.19

Project Title

Bakery Cafe #1343
17427 COLIMA RD
CITY OF INDUSTRY, CA
91748

ENTITLEMENT REVIEW



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No.	Description	Date
	ENTITLEMENT REVIEW	04/05/19

EXTERIOR COLOR ELEVATIONS

Project Number: **A203**
 Drawn By: **TSJONG**
 Issue Date: **04.05.19**
 DPL: **DK** DAI: **DK** CPX: **DK**
 JK: **DK** IO: **DK** PL: **DK**

EXHIBIT E

Notice of Exemption – Development Plan 19-10 and Conditional Use Permit 19-04

[Attached]

To: County Clerk
County of Los Angeles
Environmental Filings
12400 East Imperial Highway #2001
Norwalk, CA 90650

From: City of Industry
15625 E. Stafford Street, Suite 100
City of Industry, CA 91744

Project Title: DP 19-10 & CUP 19-04

Project Location - Specific: 17427 Colima Road

Project Location-City: City of Industry **Project Location-County:** Los Angeles

Description of Project: Development Plan 19-10 and Conditional Use Permit 19-04 to allow for a new Fast Food Restaurant use known as "Panera Bread". Also for the construction of a new 4,550 square foot commercial building with a drive-thru and an outdoor patio that is approximately 1,000 square feet within an existing shopping center at the address of 17427 Colima Road in the (C) Commercial zone.

Name of Public Agency Approving Project: City Council, City of Industry

Name of Person or Agency Carrying Out Project: Raising Canes

Exempt Status: *(check one)*

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. *State type and section number:* 15332 Class 32
- Statutory Exemptions. *State code number:*

Reasons why project is exempt: The proposed project is exempt from the California Environmental Quality Act ("CEQA") per Section 15332. This Class 32 exemption applies to in-fill development where the project is consistent with the general plan designation and all applicable general plan policies, as well as the zoning designation and regulations; the project occurs in the city limits, the site is no more than five acres, and is substantially surrounded by urban uses; the project site has no value as a habitat for endangered, rare, or threatened species; approval of the project would not result in any significant effects related to traffic, noise, air or water quality; and the site can be adequately served by all required public utilities and all public services. The site is 1.26 acres which is under the five acre threshold required in the infill exemption and is surrounded by developed commercial buildings and uses. All roads and utilities are existing and maintained to serve commercial uses and are suitable for the new commercial structure. The site does not contain any endangered habitat because it is a developed lot that was disturbed when the original building was built and all environmental concerns such as endangered, rare or threatened species if any were addressed and mitigation measures were put in place to address them at that time. The new 4,550 square foot structure would not result in significant effects related to traffic, noise, and air because the design of the building took into consideration the traffic impact and designed the drive thru to avoid traffic and congestion by providing a well design site plan. Noise and air will not be impacted since the site is located adjacent to commercial uses and a major intersection that generates more traffic and noise than a new restaurant. Also, the new restaurant will not affect water quality because the project is required to have a Water Quality Management Plan (WQMP) in place where all water is treated on site before going to City sewer. Furthermore no hazardous waste is produced at this site. The site is currently served by all public utilities, fire, and police and will continue to be served by them.

Lead Agency

Contact Person: Dina Lomeli

Telephone: (626) 333-2211

Signature: _____

Date: 2/27/2020

Title: Consultant Associate Planner

EXHIBIT F

PUBLIC HEARING NOTICE

[Attached]



CITY OF INDUSTRY

NOTICE OF PUBLIC HEARING

Conditional Use Permit No. 19-04

On February 14, 2020 notice has been given that the City Council of the City of Industry will hold a public hearing to consider an application from Panera LLC for Conditional Use Permit 19-04 located at 17424 Colima Road in the City of Industry. Conditional Use Permit 19-04 is to establish a new fast food restaurant.

A copy of all relevant material, including the Conditional Use Permit application, and Notice of Exemption are on file in the City Administrative Offices, 15625 East Stafford Street, Suite 100, City of Industry, California 91744. Please contact Dina Lomeli, Consultant Associate Planner, at the City of Industry at 626-333-2211 extension 115 or by email at dlomeli@cityofindustry.org if you have questions.

The time, date, and place of the hearing will be as follows:

Time: 9:00 a.m.
Date: February 27, 2020
Place: City Council Chamber
15651 East Stafford Street
City of Industry, CA 91744

Any person wishing to be heard regarding this matter may appear at the above time, date, and place. Written comments may be sent via US Mail or by hand delivery to the City of Industry at the address listed above or via email to the email address listed above. All comments must be received at, or prior to, the date and time of the hearing listed above.

If you challenge the Conditional Use Permit in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission of the City of Industry at, or prior to, the public hearing.



Julie Gutierrez-Robles
City Clerk

JN 9343

EXHIBIT G

RESOLUTION No.PC2020-04

[Attached]

RESOLUTION NO. CC 2020-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ACCEPTING THE SURRENDER OF CONDITIONAL USE PERMIT 98-4, AND APPROVING DEVELOPMENT PLAN NO. 19-10 FOR THE CONSTRUCTION OF A NEW 4,550 SQUARE FOOT COMMERCIAL BUILDING WITH A DRIVE-THRU AND AN OUTDOOR PATIO THAT IS APPROXIMATELY 1,000 SQUARE FEET, AND CONDITIONAL USE PERMIT 19-04, A REQUEST FOR A NEW FAST FOOD RESTAURANT, LOCATED AT 17427 COLIMA ROAD IN THE CITY OF INDUSTRY, CALIFORNIA, AND NOTICE OF EXEMPTION REGARDING SAME

RECITALS

WHEREAS, on December 3, 2019, Panera LLC (“Applicant”), Inc. filed a complete application requesting the approval of Development Plan (“DP”) No. 19-10 and Conditional Use Permit (“CUP”) No. 19-04 described herein (“Application”); and

WHEREAS, the Application applies to an irregular shaped lot of approximately 1.24 acres, located on one of the outer parcels of the Puente Hills Mall, north of Colima Road and west of Albatross Road. The parcel is identified by the Assessor’s Parcel Number 8265-004-123, located at 17427 Colima Road, City of Industry, California, (“Property”); and

WHEREAS, the Applicant’s request is for a new fast food restaurant, with 200 seats, known as “Panera Bread” in the “C” Commercial Zone, and in accordance with section 17.12.025(14) of the City’s Municipal Code (“Code”), a CUP is required for fast food restaurants with more than 50 seats; and

WHEREAS, the Application includes a request for approval of a Development Plan for the construction of new 4,550 square foot commercial building with a drive-thru and an outdoor patio that is approximately 1,000 square feet located at 17427 Colima Road (Exhibit B). The proposed restaurant is located on a lot that was previously developed and operated under Conditional Use Permit 98-4, for a restaurant use with alcohol sales. The development consisted of a 5,803 square foot commercial structure that will be demolished and replaced by a new building for Panera Bread. In accordance with Section 17.36.020 of the City’s Municipal Code (“Code”), a DP is required for the construction of the new restaurant; and

WHEREAS, in an effort to ensure compliance with the proposed CUP, the Applicant desires to surrender the current CUP No. 98-4 for the Property. Upon approval of the new CUP, CUP No. 98-4 will no longer be valid, and the Applicant will be required to comply with the conditions of the new CUP; and

WHEREAS, the Land Use Element of the General Plan designates the Property as Commercial. The proposed restaurant use is consistent with the General Plan as it

provides essential goods and services commonly available at other shopping centers, and does not conflict with the established goals and objectives of the Land Use Element. Fast food restaurants with more than 50 seats are permitted in the “C” Commercial zone, subject to the approval of a CUP pursuant to Section 17.12.025(14) of City’s Code; and

WHEREAS, the Land Use Element of the General Plan designates the Property as “C” – Commercial. The Project is consistent with the General Plan, complies with the development and design standards found in Section 17.36, *Design Review*, of the City’s Code, and does not conflict with the established goals and objectives of the Land Use Element; and

WHEREAS, an Environmental Assessment form was submitted by the Applicant pursuant to the City’s requirements. In accordance with California Environmental Quality Act (Public Resources Code Section 21000 *et seq.*) (“CEQA”), the proposed project is exempt per Section 15332 (Class 32 Infill Development Projects) of the CEQA Guidelines (Title 14, Chapter 3 of the California Code of Regulations), based on the following: This Class 32 exemption applies to in-fill development where the project is consistent with the general plan designation and all applicable general plan policies, as well as the zoning designation and regulations; the project occurs in the city limits, the site is no more than five acres, and is substantially surrounded by urban uses; the project site has no value as a habitat for endangered, rare, or threatened species; approval of the project would not result in any significant effects related to traffic, noise, air or water quality; and the site can be adequately served by all required public utilities and all public services. The site is located in the City limits, and is 1.26 acres which is under the five acre threshold required in the infill exemption, and is surrounded by developed commercial buildings and uses. All roads and utilities are existing and maintained to serve commercial uses and are suitable for the new commercial structure. The site does not contain any endangered habitat because it is a developed lot that was disturbed when the original building was built and all environmental concerns such as endangered, rare or threatened species if any were addressed and mitigation measures were put in place to address them at that time. The new 4,550 square foot structure would not result in significant effects related to traffic, noise, and air because the design of the building took into consideration the traffic impact and designed the drive thru to avoid traffic and congestion by providing a well-designed site plan. Noise and air will not be impacted since the restaurant will be 1,253 square feet smaller than the existing restaurant and will have a less than significant impact. Also, the new restaurant will not affect water quality because the project is required to have a Water Quality Management Plan (WQMP) in place where all water is treated on site before going to City sewer. Furthermore no hazardous waste is produced at this site. The site is currently served by all public utilities, fire, and police and will continue to be served by them; and

WHEREAS, Section 17.04.120 of the Municipal Code (“Code”) requires that when separate applications for the same project involve final decisions by the Planning Commission and City Council, all applications first be submitted to the Planning Commission for review and recommendation and then to the City Council for a final decision. Here, development plans are decided by the City Council, and CUPs are decided by the Planning Commission, because we have two applications, the Planning Commission served as the recommending body to the City Council; and

WHEREAS, notice of the Planning Commission's February 11, 2020 public hearing on the Application was published in The San Gabriel Valley Tribune on February 1, 2020, in compliance with the City's Code and Government Code Section 65091, was posted at the Property and at three public places on January 30, 2020, and was also mailed to property owners within 300 feet of the Property on January 30, 2020; and

WHEREAS, on February 11, 2020, the Planning Commission of the City of Industry conducted a duly noticed public hearing on the Application, and considered all testimony written and oral, including the information contained in the Notice of Exemption; and

WHEREAS, notice of the City Council's February 27, 2020 public hearing on the Application was posted on the City's website, at the Property and at three public places on February 14, 2020, and was also mailed to property owners within 300 feet of the Property on February 14, 2020 in compliance with the City's Code and Government Code Section 650919; and

WHEREAS, on February 27, 2020, the City Council of the City of Industry conducted a duly noticed public hearing on the Application, and considered all testimony written and oral; and

WHEREAS, all legal prerequisites have occurred prior to the adoption of this Resolution.

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

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

SECTION 2: All necessary public hearings and opportunities for public testimony and comment have been conducted in compliance with State law and the City's Code.

SECTION 3: The Property owner surrenders, and the City Council hereby accepts the surrender of CUP No. 98-4. As of the effective date of this resolution, CUP No. 98-4 shall become null and void, and all rights and privileges granted under the CUP shall be of no further force or effect.

SECTION 4: An Environmental Assessment form was submitted by the Applicant pursuant to the City's requirements. In accordance with the California Environmental Quality Act ("CEQA") the proposed project is exempt per Section 15332 of the CEQA Guidelines. This Class 32 exemption applies to in-fill development where the project is consistent with the general plan designation and all applicable general plan policies, as well as the zoning designation and regulations; the project occurs in the city limits, the site is no more than five acres, and is substantially surrounded by urban uses; the project site has no value as a habitat for endangered, rare, or threatened species; approval of the project would not result in any significant effects related to traffic, noise, air or water quality; and the site can be adequately served by all required public utilities and all public

services. The site is located in the City limits and is 1.26 acres which is under the five acre threshold required in the infill exemption, and is surrounded by developed commercial buildings and uses. All roads and utilities are existing and maintained to serve commercial uses and are suitable for the new commercial structure. The site does not contain any endangered habitat because it is a developed lot that was disturbed when the original building was built and all environmental concerns such as endangered, rare or threatened species if any were addressed and mitigation measures were put in place to address them at that time. The new 4,550 square foot structure would not result in significant effects related to traffic, noise, and air because the design of the building took into consideration the traffic impact and designed the drive thru to avoid traffic and congestion by providing a well-designed site plan. . Noise and air will not be impacted since the restaurant will be 1,253 square feet smaller than the existing restaurant and will have a less than significant impact. Also, the new restaurant will not affect water quality because the project is required to have a Water Quality Management Plan (WQMP) in place where all water is treated on site before going to City sewer. Furthermore no hazardous waste is produced at this site. The site is currently served by all public utilities, fire, and police and will continue to be served by them. Based on the foregoing, the Planning Commission recommends that the City Council adopt the Notice of Exemption, and direct Staff to file same as required by law.

SECTION 5: Based upon substantial evidence presented to the City Council during the February 27, 2020 public hearing, including public testimony and written and oral staff reports, and which includes without limitation, CEQA, the CEQA Guidelines, and the City's Code, the City Council finds as follows:

A. The site is suitable for development in accordance with the development plan because the project is in conformance with the City of Industry General Plan, Zoning Code and all applicable development standards outlined within Section 17.36.060 of the City's Code. This includes: setbacks, building height, lot coverage, parking and landscaping standards. Furthermore, the project is within a geographic area that is fully developed and is currently served by all public services and facilities such as sewer, water and gas; and

B. The total development is arranged to avoid traffic congestion, ensure the public health, safety and general welfare and prevent adverse effects upon neighboring properties because it has been designed to minimize any potential impacts by complying with the City's Code. The Applicant, business owner, and property owner are also responsible for complying with the current Building and Fire Codes. The City's Code requires all driveway and drive-aisles to be a minimum of 26 feet in width. The Property has two main entrances, which are shared access driveways with the mall and located west and east of the proposed building, on Colima Road. Both entrances consist of a 26 foot driveway that will lead into the main parking lot of the site. There are also various entrances throughout the mall that lead into the proposed restaurant. All existing and proposed drive aisles on this site are 26 feet or greater. The Drive thru is arrange to go around the building and will be able to hold up to 9 cars without impacting any of the drive aisles and parking spaces; and

C. The proposed commercial building will be in general accord with all elements of the City's Zoning Ordinance because the Project complies with all development standards in regards to building setbacks, building height, parking, access, screening and design; and

D. The development is consistent with the provisions of the general plan or any applicable redevelopment plan. The request for a new 4,550 square foot commercial building with a drive-thru and an outdoor patio that is approximately 1,000 square feet for a new restaurant is consistent with the commercial land use designation of the Property. Restaurants are permitted in the City's commercial zone. The project is also compatible with surrounding properties and uses because the surrounding area is composed of a commercial shopping center that contains a variety of existing retail and restaurant uses. The uses of the surrounding properties may change, but the character will remain commercial in nature and consistent with the general plan and zoning designations of the site. The project also supports several goals and policies of the General Plan by encouraging development and attracting a variety of commercial establishments in order to contribute to the City's economic sustainability and strategic growth; and

SECTION 6: Based upon substantial evidence presented to the City Council during the February 27, 2020 public hearing, including public testimony and written and oral staff reports, and which includes without limitation, CEQA, the CEQA Guidelines, and the City's Code, the City Council finds as follows:

A. The proposed use is consistent with the goals and objectives of the General Plan. The General Plan designates the site as Commercial, which allows for a fast food restaurant. The Zoning Ordinance, which implements the General Plan, allows for a fast food restaurant that seats more than 50 seats with approval of a CUP. In addition, the attached conditions of approval set operational and management standards to ensure that the business will operate in a manner consistent with the General Plan's policies related to noise, safety, property maintenance, and maintaining a professional appearance; and

B. The Property meets all requirements of the Code, as it is adequate in size and shape, topography and location to accommodate the yards, walls, fences, parking and loading facilities, and landscaping required by Sections 17.12.050 and 17.36.060 of the Municipal Code, and there are adequate utilities to accommodate the proposed use because the new restaurant will be located within an existing shopping center and will replace a larger building area with a smaller building. The project complies with the development standards outlined in Chapter 17.36, Zoning Code of the Industry Municipal Code and the new commercial use will not require increased demands on the existing water, gas, electricity, and sewer utilities that adequately serve the site because the proposed project is replacing an existing restaurant that is approximately 5,803 square feet of building area with a smaller building that is approximately 4,550 square feet of building area within an existing shopping center; and

C. The Property is served by street access adequate in width and improved as necessary to carry the kind and quantity of traffic such use would generate. The Property

is currently accessed by Colima Road which is of adequate capacity to serve the commercial use.

D. The fast food restaurant use is compatible with surrounding properties and uses because the surrounding area is composed of retail stores, a health club, and various restaurants. The request for a new a restaurant provides an additional dining option for mall patrons and restaurant goers in that area. The uses of the surrounding properties may change, but the character will remain commercial in nature, consistent with the General Plan and Zoning designations of the site; and

E. The nature, condition and proposed development of adjacent uses, buildings and structures have been considered, and the requested fast food restaurant, will not be detrimental to such adjacent uses, buildings or structures or to the public health, safety or general welfare, in that the surrounding area is composed of other similar commercial uses. The fast food restaurant will be consistent with the adjacent uses. Further, the establishment must remain in compliance with all of the conditions adopted by the Planning Commission throughout the life of the CUP.

SECTION 7: Based on the foregoing, the Planning Commission recommends that the City Council approve Development Plan No. 19-10, and Conditional Use Permit No. 19-04, subject to the Conditions of Approval, attached hereto as Attachment 1, and incorporated herein by reference.

SECTION 8: The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 9: The City Clerk shall certify to the adoption of this Resolution, and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED by the Planning Commission of the City of Industry at a regular meeting held on February 27, 2020, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:

Cory C. Moss, Mayor

ATTEST:

Julian Gutierrez-Robles, City Clerk



CITY OF INDUSTRY

ATTACHMENT 1

Standard Requirements and Conditions of Approval

Application: Development Plan 19-10 and Conditional Use Permit 19-04

Applicant: Panera LLC on behalf of Panera Bakery

Location: 17427 Colima Road

Use: Development Plan 19-10 and Conditional Use Permit 19-04 to allow for a new Fast Food Restaurant use known as “Panera Bakery” which includes the construction of a new 4,550 square foot commercial building with a drive-thru and an outdoor patio that is approximately 1,000 square feet within an existing shopping center, and new fast food restaurant that seats 50 or more.

Conditions of Approval- CUP 19-04

Conditions of approval are unique provisions beyond the requirements of law, the municipal code, or standard practices that are applied to a project by the City per Section 17.48.060 of the Zoning Code. Please note that if the design of your project or site conditions change, the conditions of approval may also change. If you have any questions regarding these requirements, please contact the City of Industry.

1. The Applicant and/or successor in interest shall comply with all Federal, State, County, and local laws and ordinances.
2. Upon the one (1) year anniversary of approval of the CUP, staff shall bring back the CUP for review and evaluation by the Planning Commission of the Applicant/Owner's operation of the facility, which may include the modification of any existing condition of approval and/or the incorporation of any new conditions.
3. Prior to building final or operation of the use/business approved by the CUP, the Applicant shall contact the Planning Department and schedule a final inspection. The Planning Department will inspect the premises to ensure compliance with all approved conditions of approval and requirements.
4. The Property Owner shall surrender CUP No. 98-4, as of the effective date of Resolution No. PC 2020-01. As of the effective date of the Resolution approving CUP No. 19-04, CUP No. 98-4 shall become null and void, and all rights and privileges granted under the UUP shall be of no further force or effect.

Code Requirements and Standards

The following is a list of code requirements and standards deemed applicable to the proposed project. The list is intended to assist the applicant by identifying requirements that must be satisfied during the various stages of project permitting, implementation, and operation. It should be noted that this list is in addition to any "conditions of approval" adopted by the Planning Commission and noted above. Please note that if the design of your project or site conditions change, the list may also change. If you have any questions regarding these requirements, please contact the City of Industry.

1. Off-street parking shall be provided at all times in accordance with the originally approved site plan and shall be maintained in a clean and attractive manner (trash, litter, or other materials shall be removed regularly).
2. All landscaped areas shall be maintained in accordance with the originally approved landscaping plan, in a healthy and well-kept condition, and kept weed free.
3. All trash containers shall be kept inside a building or in a designated trash enclosure.
4. Emergency fire facilities (hydrants) shall be kept free and unobstructed at all times.
5. No outside storage of any personal property, building materials, or other property not permanently affixed to the real property shall be allowed, unless approved by the Planning Department.
6. No outside display of goods, wares, or merchandise shall be permitted, unless approved by the Planning Department.
7. Any graffiti painted or marked upon the premises or any adjacent area under the control of the permittee shall be removed or painted over within 72 hours of being applied.
8. Adequate lighting will be provided in the parking areas at all times in accordance with the originally approved site plan.
9. The hours of operation shall be between the hours of 6:00 A.M. and 9:30 P.M Sunday through Thursday, and 6:00AM to 10:00 PM Friday through Saturday.
10. No dancing, live entertainment, DJ or karaoke by employees or customers will be permitted at any time.
11. All signs, banners, pennants, flags or other outside advertising materials or structures must be approved by the City.
12. Permittee will be held responsible for acquainting all employees with these rules and all local, county, state, or federal laws.
13. The noise level created by the business shall not exceed the following at the property line of any adjacent or nearby residential land use, hospital, school in session, church or public library as measured by a sound level meter:

- (a) 55 dBA between 7:00 a.m. - 10:00 p.m.
50 dBA between 10:00 p.m. - 7:00 a.m.
for a cumulative period of more than 30 minutes in any hour;
- (b) 60 dBA between 7:00 a.m. - 10:00 p.m.
55 dBA between 10:00 p.m. - 7:00 a.m.
for a cumulative period of more than 15 minutes in any hour;
- (c) 65 dBA between 7:00 a.m. - 10:00 p.m.
60 dBA between 10:00 p.m. - 7:00 a.m.
for a cumulative period of more than 5 minutes in any hour;
- (d) 70 dBA between 7:00 a.m. - 10:00 p.m.
65 dBA between 10:00 p.m. - 7:00 a.m.
at any time.

14. Any violation of these conditions or any local, county, state or federal laws shall constitute grounds for revocation or suspension of the Conditional Use Permit.

15. No outside cooking, food preparation, or sales of product or merchandise is allowed, unless approved in advance by the Planning Department.

16. All perimeter walls, fencing, and common areas, shall be maintained by the Property Owner.

Conditions of Approval- DP19-10

Conditions of approval are unique provisions, beyond the requirements of law, the municipal code, or standard practices that are applied to a project by the City Council per Section 17.36.080 of the Zoning Code. Please note that if the design of your project or site conditions change, the conditions of approval may also change. If you have any questions regarding these requirements, please contact the City of Industry.

- 1. All perimeter walls, fencing, and common areas, shall be maintained by the Property Owner.
- 2. All roof top mechanical equipment shall be screened by a parapet wall four inches taller than the proposed mechanical equipment.
- 3. The Applicant and/or successor in interest shall comply with all Federal, State, County, and local laws and ordinances.

Code Requirements and Standards

The following is a list of code requirements and standards deemed applicable to the proposed project. The list is intended to assist the Applicant by identifying requirements that must be satisfied during the various stages of project permitting, implementation, and operation. It should be noted that this list is in addition to any “conditions of approval” adopted by the City Council and noted

above. Please note that if the design of your project or site conditions change, the list may also change. If you have any questions regarding these requirements, please contact the City of Industry.

1. All development shall comply with the approved Development Plan.
2. The Development Plan approval expires twelve (12) months after the date of approval by the City Council if a building permit for each building and structure thereby approved has not been obtained within such period. However, if the applicant submits a request for an extension of up to five years prior to the expiration of this approval along with any required processing fee, the planning director shall approve one such extension request if the planning director finds that the applicant has not violated any conditions of approval and circumstances have not changed such that each of the required findings could be made at the time, of the extension request.
3. The Planning Department, Engineering Department, and contract agencies (Los Angeles County Fire Department, Los Angeles Department of Building and Safety) shall be responsible for ensuring compliance with all applicable code requirements and conditions of approval.
4. In conformance with Chapter 13.18 of the Municipal Code, the Applicant shall provide landscaping and automatic irrigation plans to be approved by the Planning Department prior to the issuance of a building permit. Such plans shall be in substantial conformity with the approved Development Plan.
5. All landscaped areas shall be maintained in accordance with the originally approved landscaping plan, in a healthy and well-kept condition, and kept weed free.
6. The Applicant shall construct adequate fire protection facilities to the satisfaction of the Los Angeles County Fire Department.
7. Emergency fire facilities (hydrants) shall be kept free and unobstructed at all times.
8. Off-street parking shall be provided at all times in accordance with the originally approved site plan and shall be maintained in a clean and attractive manner (trash, litter, or other materials shall be removed regularly).
9. All exterior surfaces of buildings and appurtenant structures shall be painted in accordance with the approved Development Plan.
10. Building plans shall be submitted to and approved by the Los Angeles County Engineer's Office - Building and Safety Division prior to the issuance of a building permit. All development shall be completed in substantial compliance with the approved Development Plan.
11. Demolition and construction operations shall be limited to the hours (7:00 am to 7:00 pm) prescribed by the Los Angeles County Noise Ordinance (Los Angeles County Municipal Code, Section 12.08.390).
12. Prior to Planning Final, all outstanding fees and invoices due to the City shall be paid in full.

If requested by City Staff, the Applicant shall provide proof of payment.

13. Prior to building final or operation of the use/business approved by the DP, the Applicant shall contact the Planning Department and schedule a final inspection. The Planning Department will inspect the premises to ensure compliance with all approved conditions of approval and requirements.
14. All trash containers shall be kept inside a building or in a designated trash enclosure.
15. No outside storage of any personal property, building materials, or other property not permanently affixed to the real property shall be allowed, unless approved by the Planning Department.
16. No outside display of goods, wares, or merchandise shall be permitted, unless approved by the Planning Department.
17. Any graffiti painted or marked upon the premises or any adjacent area under the control of the permittee shall be removed or painted over within 72 hours of being applied.
18. Adequate lighting will be provided in the parking areas at all times in accordance with the originally approved site plan.

Engineering Conditions

1. The applicant shall provide drainage and grading plans to be approved by the City Engineer prior to the issuance of a building permit. Such plans shall be in substantial conformity with the development plans.
2. The applicant shall supply sanitary sewer facilities to serve all buildings to the satisfaction of the City Engineer prior to the final approval of the development and hook-up utilities.
3. The owner of the property must comply with the Subdivision Ordinance of the City of Industry.
4. Depending upon the nature of the propose used, the applicant shall obtain an Industrial Waste Permit or receive Domestic Wastewater Clearance from the City Engineer depending on the building use.
5. The applicant shall construct curb, gutter, pave-out, necessary drainage facilities, and sidewalk along street frontage in accordance with City standards and specifications.
6. The applicant shall construct storm drains and water quality devices to the satisfaction of the City Engineer prior to the final approval of the development and the hook-up of utilities.
7. Prior to the issuance of building permits for any interior improvements that serve to create separate units within the building, the applicant shall consult with the City Engineer and demonstrate that each separate unit is equipped with its own sewer line and that the sewer

lines join together before the connection to the main sewer line. This will allow for the addition of a clarifier or grease interceptor if required to serve future tenants/uses in the building.

8. In conformance with Chapter 13.16 of the Municipal Code and prior to the start of grading and construction, the Applicant will provide a Storm water Pollution Prevention Plan (SWPPP), developed by a Qualified SWPPP Developer (QSD) and consistent with the current National Pollutant Discharge Elimination System (NPDES) construction general permit, along with proof that a Waste Discharger Identification (WDID) Number has been obtained, to the City Engineer for review and approval.
9. In conformance with Chapter 13.16 of the Municipal Code and prior to the start of grading and construction, the applicant will implement an effective combination of erosion and sediment control BMPs consistent with the NPDES construction general permit to prevent erosion and sediment loss and the discharge of construction wastes, to the satisfaction of the City Engineer, which shall be in the form of a storm water soil loss prevention plan (also called an erosion control plan or a water pollution control plan).
10. In conformance with Chapter 13.16 of the Municipal Code, the Applicant shall provide: 1) a Low Impact Development (LID) plan; and 2) an operations, maintenance, and monitoring plan to the City Engineer for review and approval. Upon approval, the Applicant shall construct storm drains and water quality devices according to the approved plans and the satisfaction of the City Engineer. Prior to building final and/or issuance of the certificate of occupancy, the Applicant shall provide the City Engineer with a signed and recorded covenant and agreement stating that the Property and all structural or treatment control Best Management Practices (BMPs) will be maintained in compliance with the municipal NPDES permit (also sometimes called the MS4 permit) and other applicable regulatory requirements.
11. In conformance with Chapter 13.16 of the Municipal Code, all future owners or successors of a property subject to a requirement for maintenance of structural and treatment control BMPs must either: 1) assume responsibility for maintenance of any existing structural or treatment control BMPs at least once a year and retain proof of maintenance/inspection for review by the City Engineer upon request; or 2) replace an existing structural or treatment control BMP with new control measures or BMPs meeting the then current standards of the City and the municipal NPDES permit. Prior to building final and/or issuance of the certificate of occupancy, this requirement will be included in a recorded restrictive covenant on Property and included in any sale or lease agreement or deed of the Property.
12. Prior to obtaining a Certificate of Occupancy Applicant/Property Owner shall submit digital copies of as-built plans to the City Engineer.
13. Prior to the close out of the grading permit the Applicant/Property Owner shall video via CCTV or any other applicable method all sewer and storm drains on-site and submit to the City Engineer for approval.

Interpretation and Enforcement for both Development Plan and CUP

1. The Applicant shall comply with all applicable code requirements, conditions of approval, laws, rules, and regulations applicable to the development of the project.
2. The Planning Department may interpret the implementation of each condition of approval and, with advanced notice, grant minor amendments to approved plans and/or conditions of approval based on changed circumstances, new information, and/or relevant factors as long as the spirit and intent of the approved condition of approval is satisfied. Permits shall not be issued until the proposed minor amendment has been reviewed and approved for conformance with the intent of the approved condition of approval. If the proposed changes are substantial in nature, an amendment to the original entitlement may be required pursuant to the provisions of Industry Municipal Code.
3. The Planning Department, Engineering Department, and contract agencies (Los Angeles County Fire Department, Los Angeles Department of Building and Safety) shall be responsible for ensuring compliance with all applicable code requirements and conditions of approval.

Indemnification and Hold Harmless Condition for both Development Plan and CUP

1. The Applicant and each of its heirs, successors and assigns, shall defend, indemnify and hold harmless the City of Industry and its agents, officers, and employees from any claim, action or proceedings, liability cost, including attorney's fees and costs against the City or its agents, officers or employees, to attack, set aside, void or annul any approval of the City, including but not limited to any approval granted by the City Council and/or Planning Commission concerning this project. The City shall promptly notify the Applicant of any claim, action or proceeding and should cooperate fully in the defense thereof.
2. The Applicant and Property Owner shall file an executed and acknowledged Acceptance of Terms and Conditions of the Conditional Use Permit and Development Plan within 10 days after the approval of said entitlements. The Applicant and Property Owner understand and agree that approval of the Development Plan and Conditional Use Permit will be of no force or effect unless such written consent is submitted to the City within the stated 10-day period.