

CITY OF INDUSTRY

CITY COUNCIL REGULAR MEETING AGENDA

March 26, 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:** Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the regular meeting of the City Council shall be held telephonically. Members of the public shall be able to attend the meeting telephonically and offer public comment by calling the following conference call number: 657-204-3264, and entering the following Conference ID: 5255752#. Please be advised that pursuant to the Executive Order, and to ensure the health and safety of the public, Council Chambers will not be open for the meeting, and all public participation must occur by telephone at the number set forth above. Pursuant to the Executive Order, and in compliance with the Americans with Disabilities Act, if you need special assistance to participate in the Council meeting (including assisted listening devices), please contact the City Clerk's Office at (626) 333-2211 by 5:00 p.m. on Tuesday, March 24, 2020, to ensure that reasonable arrangements can be made to provide accessibility to the meeting.
- **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.*

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 March 26, 2020

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

5.2 Consideration of the minutes of the January 23, 2020 regular meeting

RECOMMENDED ACTION: Approve as submitted.

5.3 Second Reading of Ordinance No. 809, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AMENDING SECTIONS 3.04.030 (AUTHORITY AND RESPONSIBILITY) AND 3.04.060 (EXCEPTIONS) OF CHAPTER 3.04 (PURCHASING SYSTEM), AMENDING SECTION 3.52.010 (FINDINGS AND PURPOSE) OF CHAPTER 3.52 (PUBLIC PROJECTS—BIDDING AND PROCEDURES), AND ADDING SECTION 3.52.170 (EXEMPTIONS FOR COOPERATIVE BIDDING) TO CHAPTER 3.52 (PUBLIC PROJECTS—BIDDING AND PROCEDURES) OF TITLE 3 (REVENUE AND FINANCE) OF THE CITY OF INDUSTRY MUNICIPAL CODE, TO PERMIT THE CITY TO UTILIZE COOPERATIVE PURCHASING AND BIDDING

RECOMMENDED ACTION: Adopt Ordinance No. 809

6. **ACTION ITEMS**

6.1 Introduction and Consideration of Ordinance No. 810, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AMENDING CHAPTER 13.04 (WATER SERVICE) OF TITLE 13 (WATER AND SEWERS) OF THE CITY OF INDUSTRY MUNICIPAL CODE, IN ACCORDANCE WITH SENATE BILL 998; AND

Consideration of Urgency Ordinance No. 811 U, AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY,

CALIFORNIA, PURSUANT TO GOVERNMENT CODE SECTION 36937, AMENDING CHAPTER 13.04 (WATER SERVICE) OF TITLE 13 (WATER AND SEWERS) OF THE CITY OF INDUSTRY MUNICIPAL CODE, IN ACCORDANCE WITH SENATE BILL 998

RECOMMENDED ACTION: *Adopt Ordinance Nos. 810 and 811 U.*

- 6.2 Consideration of Resolution No. CC 2020-06 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA APPROVING A DONATION TO THE GABRIEL FOUNDATION IN THE AMOUNT OF ONE HUNDRED FIVE THOUSAND DOLLARS (\$105,000.00) TO SUPPORT COMMUNITY PROGRAMS AND EVENTS

RECOMMENDED ACTION: *Adopt Resolution No. CC 2020-06.*

- 6.3 Consideration of a Maintenance Services Agreement with Ocean Blue Environmental Services, Inc. for On-Call Hazardous Waste Removal and Clean Up Services in an amount not-to-exceed \$100,000.00 through March 26, 2025

RECOMMENDED ACTION: *Approve the Agreement.*

- 6.4 Consideration of a Memorandum of Agreement with the San Gabriel Valley Council of Governments for the implementation of the San Gabriel Valley Regional Vehicle Miles Travelled Analysis Model for an amount not-to-exceed \$14,855.00

RECOMMENDED ACTION: *Approve the Agreement.*

- 6.5 Consideration of Amendment No. 1 to the Maintenance Services Agreement with SST Construction, LLC, for maintenance at the Metrolink Solar Carport Facility, maintenance extending the term through June 30, 2022, revising the rate schedule, and increasing compensation by \$45,000.00, for a total Agreement amount not-to-exceed \$150,000.00

RECOMMENDED ACTION: *Approve the Amendment.*

- 6.6 Consideration of Change Order No. 1 and Notice of Completion for Agreement No. CIP-STR-19-044-B Annual Slurry Seal FY 18-19 to Doug Martin Contracting Company, Inc.

RECOMMENDED ACTION: *Approve Change Order No. 1 and authorize the Mayor to execute the Change Order and authorize the City Engineer to execute the Notice of Completion.*

- 6.7 Discussion and consideration of the Housing Element Annual Progress Report

RECOMMENDED ACTION: Receive and file the Housing Element Annual Progress Report for 2019.

7. **CITY MANAGER REPORTS**

8. **AB 1234 REPORTS**

9. **CITY COUNCIL COMMUNICATIONS**

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

CITY COUNCIL

ITEM NO. 5.1

**CITY OF INDUSTRY
AUTHORIZATION FOR PAYMENT OF BILLS
CITY COUNCIL MEETING OF MARCH 26, 2020**

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
100	GENERAL FUND	2,420,071.43
103	PROP A FUND	8,977.10
120	CAPITAL IMPROVEMENT FUND	479,353.74
TOTAL ALL FUNDS		2,908,402.27

BANK RECAP:

<u>BANK</u>	<u>NAME</u>	DISBURSEMENTS
BOFA	BANK OF AMERICA - CKING ACCOUNT	0.00
PROP/A	PROP A - CKING ACCOUNT	8,977.10
REF	REFUSE - CKING ACCOUNT	1,403,380.30
WFBK	WELLS FARGO - CKING ACCOUNT	1,496,044.87
TOTAL ALL BANKS		2,908,402.27

APPROVED PER CITY MANAGER

CITY OF INDUSTRY

PROP A

March 26, 2020

Check	Date			Payee Name	Check Amount		
PROPA.CHK - Prop A Checking							
90160	03/26/2020			CITY OF INDUSTRY-REFUSE	\$78.80		
	Invoice	Date	Description	Amount			
	3927500	03/01/2020	DISP SVC-METROLINK	\$78.80			
90161	03/26/2020			CNC ENGINEERING	\$5,305.00		
	Invoice	Date	Description	Amount			
	500442	03/12/2020	ANNUAL BUS STOP ADA IMPROVEMENTS	\$1,495.00			
	500443	03/12/2020	FULLERTON RD GRADE SEPARATION	\$1,950.00			
	500444	03/12/2020	FAIRWAY DR GRADE SEPARATION	\$1,860.00			
90162	03/26/2020			INDUSTRY SECURITY SERVICES	\$3,427.90		
	Invoice	Date	Description	Amount			
	14-24514	03/06/2020	SECURITY SVC-METROLINK	\$1,713.95			
	14-24531	03/13/2020	SECURITY SVC-METROLINK	\$1,713.95			
90163	03/26/2020			JANUS PEST MANAGEMENT	\$65.00		
	Invoice	Date	Description	Amount			
	219649	01/27/2020	PEST SVC-METROLINK	\$65.00			
90164	03/26/2020			SO CAL INDUSTRIES	\$100.40		
	Invoice	Date	Description	Amount			
	426178	02/25/2020	RR RENTAL-METROLINK	\$100.40			
				Checks	Status	Count	Transaction Amount
				Total		5	\$8,977.10

**CITY OF INDUSTRY
WELLS FARGO REFUSE**

March 26, 2020

Check	Date			Payee Name	Check Amount
REFUSE - Refuse Account					
WT271	03/04/2020			CITY OF INDUSTRY DISPOSAL CO.	\$1,402,554.53
	Invoice	Date	Description	Amount	
	3929224	03/04/2020	REFUSE SVC 2/1-2/29/20	\$1,402,554.53	
80147	03/26/2020			SEVAN SOLUTIONS	\$825.77
	Invoice	Date	Description	Amount	
	3/9/2020	03/09/2020	REFUND CID ACCT #421241-NO WASTE TO PROCESS	\$825.77	

Checks	Status	Count	Transaction Amount
	Total	2	\$1,403,380.30

**CITY OF INDUSTRY
WELLS FARGO BANK
March 26, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
73193	03/11/2020		NEXTIVA, INC.	\$1,602.13
	Invoice	Date	Description	Amount
	27406005964	02/28/2020	CITY HALL PHONE SVC	\$1,602.13
73194	03/12/2020		L A COUNTY REGISTRAR-	\$75.00
	Invoice	Date	Description	Amount
	CUP 09-08	03/11/2020	FEE-NOTICE OF EXEMPTION FOR 1600 S. AZUSA AVE,	\$75.00
73195	03/12/2020		LOS ANGELES CITY HISTORICAL	\$45.00
	Invoice	Date	Description	Amount
	02/27/20	02/27/2020	MEMBERSHIP-HOMESTEAD	\$45.00
73196	03/12/2020		QUADIENT FINANCE USA, INC.	\$500.00
	Invoice	Date	Description	Amount
	2/27/2020	02/27/2020	POSTAGE REFILL-FINANCE DEPT	\$500.00
73197	03/16/2020		LA PUENTE VALLEY COUNTY	\$15,683.18
	Invoice	Date	Description	Amount
	2020-00001382	03/01/2020	12/18-2/18/20 SVC-HUDSON (IRR)	\$340.08
	2020-00001383	03/01/2020	12/18-2/18/20 SVC-211 HACIENDA (IRR)	\$175.05
	2020-00001384	03/01/2020	12/18-2/18/20 SVC-HACIENDA/STAFFORD (IRR)	\$167.88
	2020-00001385	03/01/2020	12/18-2/18/20 SVC- HACIENDA/STAFFORD (IRR)	\$290.88
	2020-00001386	03/01/2020	12/18-2/18/20 SVC- 285 HACIENDA BLVD	\$81.57
	2020-00001387	03/01/2020	12/18-2/18/20 SVC- 1 AZUSA WAY	\$239.97
	2020-00001388	03/01/2020	12/18-2/18/20 SVC- VALLEY BLVD	\$91.41
	2020-00001389	03/01/2020	12/18-2/18/20 SVC- DON JULIAN RD	\$1,162.17

**CITY OF INDUSTRY
WELLS FARGO BANK
March 26, 2020**

Check	Date	Payee Name	Check Amount	
CITY.WF.CHK - City General Wells Fargo				
2020-00001390	03/01/2020	12/18-2/18/20 SVC- 15415 DON JULIAN RD	\$711.96	
2020-00001391	03/01/2020	12/18-2/18/20 SVC- PARRIOT & DON JULIAN	\$167.88	
2020-00001392	03/01/2020	12/18-2/18/20 SVC- RAUSH RD (IRR)	\$234.09	
2020-00001393	03/01/2020	12/18-2/18/20 SVC- RAUSH RD (IRR)	\$251.31	
2020-00001394	03/01/2020	12/18-2/18/20 SVC- STAFFORD & OLD VALLEY	\$755.82	
2020-00001395	03/01/2020	12/18-2/18/20 SVC- ALONG RAILROAD TRACKS	\$492.60	
2020-00001396	03/01/2020	12/18-2/18/20 SVC- PROCTOR & EL ENCANTO	\$367.14	
2020-00001397	03/01/2020	12/18-2/18/20 SVC- HACIENDA BLVD (IRR)	\$135.69	
2020-00001398	03/01/2020	12/18-2/18/20 SVC- 15415 DON JULIAN (IRR)	\$1,659.06	
2020-00001399	03/01/2020	12/18-2/18/20 SVC- 15414 DON JULIAN (IRR)	\$588.54	
2020-00001400	03/01/2020	12/18-2/18-20 SVC- 15414 DON JULIAN RD	\$179.03	
2020-00001401	03/01/2020	12/18-2/18/20 SVC- 201 STAFFORD ST	\$1,766.52	
2020-00001402	03/01/2020	12/18-2/18/20 SVC- 15651 STAFFORD	\$1,385.58	
2020-00001403	03/01/2020	12/18-2/18/20 SVC- SOTRO (IRR)	\$748.44	
2020-00001404	03/01/2020	12/18-2/18/20 SVC- NELSON AVE (IRR)	\$1,434.78	
2020-00001405	03/01/2020	12/18-2/18/20 SVC- 220 HACIENDA (IRR)	\$413.88	
2020-00001406	03/01/2020	12/18-2/18/20 SVC- STAFFORD (IRR)	\$480.30	
2020-00001407	03/01/2020	12/18-2/18/20 SVC- 15660 STAFFORD ST	\$224.46	
2020-00001408	03/01/2020	12/18-2/18/20 SVC-15414 DON JULIAN RD	\$345.00	
2020-00001409	03/01/2020	12/18-2/18/20 SVC-15414 DON JULIAN RD	\$487.68	
2020-00001410	03/01/2020	12/18-2/18/20 SVC-15625 STAFFORD	\$77.50	
2020-00001411	03/01/2020	12/18-2/18/20 SVC-15625 STAFFORD ST	\$226.91	
73198	03/16/2020	ROWLAND WATER DISTRICT	\$2,838.19	
	Invoice	Date	Description	Amount
	2020-00001412	02/26/2020	1/14-2/13/20 SVC-AZUSA AVE	\$62.44

**CITY OF INDUSTRY
WELLS FARGO BANK**

March 26, 2020

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
2020-00001413	02/26/2020		1/13-2/12/20 SVC-755 NOGALES AT-RC	\$255.75
2020-00001414	02/26/2020		1/13-2/12/20 SVC-AZUSA AVE-RC	\$52.98
2020-00001415	02/26/2020		1/15-2/13/20 SVC-AZUSA AVE	\$56.65
2020-00001416	02/26/2020		1/13-2/12/20 SVC-930 S. AZUSA AVE	\$427.74
2020-00001417	02/26/2020		1/13-2/12/20 SVC-17401 E. VALLEY BLVD	\$354.09
2020-00001418	02/26/2020		1/13-2/12/20 SVC-18044 ROWLAND ST	\$108.78
2020-00001419	02/26/2020		1/13-2/12/20 SVC- HURLEY ST & VALLEY BLVD	\$440.98
2020-00001420	02/26/2020		1/13-2/12/20 SVC-1135 HATCHER AVE	\$42.58
2020-00001421	02/26/2020		1/13-2/12/20 SVC-1123 HATCHER ST	\$45.89
2020-00001422	02/26/2020		1/14-2/13/20 SVC 1100 S. AZUSA AVE	\$174.17
2020-00001423	02/26/2020		1/15-2/13/20 SVC-1015 NOGALES ST PUMP-HOUSE	\$320.99
2020-00001424	02/26/2020		1/15-2/13/20 SVC-909 U. NOGALES ST-IRR	\$383.51
2020-00001425	02/26/2020		1/15-2/13/20 SVC-1023 NOGALES ST-IRR	\$42.58
2020-00001426	02/26/2020		1/13-2/12/20 SVC-1123 HATCHER ST	\$69.06
73199	03/16/2020		SAN GABRIEL VALLEY WATER CO.	\$8,277.18
Invoice	Date	Description	Amount	
2020-00001427	02/27/2020	1/27-2/26/20 SVC-SALT LAKE/SEVENTH AVE	\$194.96	
2020-00001428	02/27/2020	1/27-2/26/20 SVC-PELLISSIER	\$421.41	
2020-00001429	02/27/2020	1/27-2/26/20 SVC-CROSSROADS PARKWAY STATION	\$229.59	
2020-00001430	02/27/2020	1/27-2/26/20 SVC-CROSSROADS PARKWAY SOUTH	\$401.55	
2020-00001431	02/27/2020	1/27-2/26/20 SVC-CROSSROADS PARKWAY NORTH	\$238.66	
2020-00001432	02/27/2020	1/27-2/26/20 SVC-CROSSROADS PARKWAY NORTH	\$1,334.02	
2020-00001433	02/27/2020	1/27-2/26/20 SVC-CROSSROADS PARKWAY STATIONS	\$603.03	
2020-00001434	02/27/2020	1/27-2/26/20 SVC-PELLISSIER	\$551.39	
2020-00001435	02/27/2020	1/27-2/26/20 SVC-PECK-UNION PACIFIC BRIDGE	\$683.61	
2020-00001436	02/27/2020	1/27-2/26/20 SVC-S/E COR OF PELLISSIER	\$1,581.46	
2020-00001437	02/27/2020	1/27-2/26/20 SVC PELLISSIER	\$531.52	

**CITY OF INDUSTRY
WELLS FARGO BANK**

March 26, 2020

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2020-00001438	02/27/2020	1/27-2/26/20 SVC-CROSSROADS PARKWAY SOUTH	\$1,505.98
73200	03/16/2020		SO CALIFORNIA EDISON COMPANY	\$4,469.74
	Invoice	Date	Description	Amount
	2020-00001443	02/26/2020	1/25-2/25/20 SVC-VARIOUS SITES	\$528.42
	2020-00001444	03/03/2020	2/1-3/1/20 SVC-NOGALES ST/SAN JOSE AVE	\$467.74
	2020-00001445	03/03/2020	2/1-3/1/20 SVC-1 VALLEY/AZUSA	\$17.19
	2020-00001446	03/03/2020	2/1-3/1/20 SVC-VARIOUS SITES	\$98.78
	2020-00001447	03/03/2020	2/1-3/01/20 SVC-GALE AVE/L STREET	\$76.66
	2020-00001448	02/25/2020	1/22/20-2/20/20 SVC-1015 NOGALES ST	\$499.00
	2020-00001449	02/28/2020	1/28-2/27/20 SVC-15660 STAFFORD ST	\$1,685.46
	2020-00001450	02/28/2020	1/28-2/27/20 SVC-205 HUDSON AVE	\$237.99
	2020-00001451	02/28/2020	1/28-2/27/20 SVC-137 N. HUDSON	\$350.09
	2020-00001452	02/27/2020	1/25-2/25/20 SVC-VARIOUS SITES	\$508.41
73201	03/16/2020		SOCALGAS	\$272.29
	Invoice	Date	Description	Amount
	2020-00001439	02/25/2020	1/22-2/21 SVC-15415 DON JULIAN RD	\$221.47
	2020-00001440	02/24/2020	1/21-2/20/20 SVC-13756 VALLEY BLVD	\$15.95
	2020-00001441	03/03/2020	1/29-2/28/20 SVC-710 NOGALES ST	\$18.22
	2020-00001442	03/03/2020	1/29-2/28/20 SVC-1015 NOGALES ST 101 GAS ENGINE	\$16.65
73202	03/16/2020		SUBURBAN WATER SYSTEMS	\$1,334.99
	Invoice	Date	Description	Amount
	180031580080	02/25/2020	1/24-2/25/20 SVC-AZUSA & GEMINI	\$1,264.92
	180080819585	02/24/2020	1/23-2/24/20 SVC- 205 HUDSON	\$70.07

**CITY OF INDUSTRY
WELLS FARGO BANK**

March 26, 2020

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
73203	03/16/2020		VERIZON WIRELESS - LA	\$1,996.94
	Invoice	Date	Description	Amount
	9849228906	02/26/2020	1/27-3/26 SVC-WIRELESS SVC	\$1,996.94
73204	03/16/2020		WALNUT VALLEY WATER DISTRICT	\$590.40
	Invoice	Date	Description	Amount
	3596438	02/27/2020	1/31-2/25/20 SVC-END OF BAKER PKWY-TEMP	\$590.40
73205	03/18/2020		CASSO & SPARKS, LLP	\$98,411.96
	Invoice	Date	Description	Amount
	20376	03/16/2020	SA-LEGAL FEES FOR DEC 2019	\$8,839.58
	20375	03/16/2020	COI-LEGAL FEES FOR DEC 2019	\$89,572.38
73206	03/18/2020		LOS ANGELES REGIONAL FOOD	\$2,000.00
	Invoice	Date	Description	Amount
	3/18/2020	03/18/2020	TO FILL ORDERS FOR ACCT 1381, LA PUENTE	\$2,000.00
73207	03/19/2020		AT & T	\$9.01
	Invoice	Date	Description	Amount
	2020-00001489	03/01/2020	3/1-3/31/20 SVC-CITY WHITE PAGES LISTING	\$9.01
73208	03/19/2020		FRONTIER	\$1,128.92
	Invoice	Date	Description	Amount
	2020-00001490	03/02/2020	3/2-4/1/20 SVC-1015 NOGALES STREET	\$55.99
	2020-00001491	03/02/2020	3/2-4/1/20 SVC IH GOLF COURSE FUEL PUMP	\$144.99

**CITY OF INDUSTRY
WELLS FARGO BANK**

March 26, 2020

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2020-00001492	03/01/2020	3/1-3/31/20 SVC-VARIOUS SITES	\$927.94
73209	03/19/2020		SO CALIFORNIA EDISON COMPANY	\$4,423.65
	Invoice	Date	Description	Amount
	2020-00001473	03/10/2020	2/5-3/6/20 SVC-VARIOUS SITES	\$41.99
	2020-00001474	03/07/2020	2/5-3/6/20 SVC-11123 HATCHER AVE STE A	\$184.50
	2020-00001475	03/07/2020	2/5-3/6/20 SVC-1135 HATCHER AVE	\$211.22
	2020-00001476	03/06/2020	2/3-3/4/20 SVC-15625 STAFFORD ST	\$3,985.94
73210	03/19/2020		SOCALGAS	\$1,533.27
	Invoice	Date	Description	Amount
	2020-00001493	03/05/2020	1/31-3/3/20 SVC-1 UFUSTRY HILLS PKWY	\$16.91
	2020-00001494	03/09/2020	2/4-3/5/20 SVC-15651 STAFFORD ST	\$325.44
	2020-00001495	03/09/2020	2/4-3/5/20 SVC 15633 RAUSCH RD	\$301.42
	2020-00001496	03/09/2020	2/4-3/5/20 SVC-15625 STAFFORD ST APT B	\$506.73
	2020-00001497	03/09/2020	2/4-3/5/20 SVC-15625 STAFFORD ST	\$382.77
73211	03/19/2020		SUBURBAN WATER SYSTEMS	\$299.60
	Invoice	Date	Description	Amount
	180012013358	03/03/2020	2/4-3/3/20 SVC-NE CNR VALLEY/STIMS	\$299.60
73212	03/19/2020		VERIZON BUSINESS	\$183.93
	Invoice	Date	Description	Amount
	63974246	03/10/2020	2/1-2/29/20 SVC-VARIOUS SITES	\$137.23
	63974245	03/10/2020	2/1-2/29/20 SVC-VARIOUS SITES	\$46.70

**CITY OF INDUSTRY
WELLS FARGO BANK
March 26, 2020**

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
73213	03/26/2020			ANNEALTA GROUP	\$92,528.00
Invoice	Date	Description			Amount
1700	03/09/2020	804 S. AZUSA AVE			\$1,880.00
1697	03/09/2020	17150 GALE AVE			\$188.00
1698	03/09/2020	17427 COLIMA RD			\$1,138.00
1699	03/09/2020	20701 E CURRIER RD			\$188.00
1701	03/09/2020	BILLBOARD, 19465 E WALNUT D			\$75.00
1702	03/09/2020	PENSKE DEALERSHIP			\$1,128.00
1694	03/09/2020	13055 E TEMPLE			\$214.00
1695	03/09/2020	13748 VALLEY BLVD			\$439.00
1696	03/09/2020	1600 AZUSA #285 AND #287			\$900.00
1690	03/09/2020	GENERAL PLANNING SVC-FEB 2020			\$34,001.00
1693	03/09/2020	STORMWATER COMPLIANCE-FEB 2020			\$21,450.00
1691	03/09/2020	PUBLIC WORKS SUPPORT SVC-FEB 2020			\$5,547.00
1692	03/09/2020	GENERAL DEVELOPMENT-FEB 2020			\$25,380.00
73214	03/26/2020			AREA D	\$900.00
Invoice	Date	Description			Amount
1911	03/01/2020	DUES FOR FY 2019/2020			\$900.00
73215	03/26/2020			AVANT-GARDE, INC	\$1,610.00
Invoice	Date	Description			Amount
5985	03/03/2020	PROJECT MGMT-CITYWIDE BRIDGES			\$1,610.00
73216	03/26/2020			B AND T CATTLE	\$14,580.00
Invoice	Date	Description			Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
March 26, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	111	02/26/2020	MAINT SVC-MAR 2020	\$14,580.00
73217	03/26/2020		BCM CUSTOMER SERVICE, INC.	\$2,050.00
	Invoice	Date	Description	Amount
	200516	03/01/2020	A/C MAINT-EL ENCANTO	\$2,050.00
73218	03/26/2020		CALIFORNIA ASSOCIATION OF	\$390.00
	Invoice	Date	Description	Amount
	300007079	02/27/2020	MEMBERSHIP FOR KATHY TAI	\$130.00
	300007075	02/27/2020	MEMBERSHIP FOR YVETTE PADILLA	\$130.00
	300007389	03/10/2020	MEMBERSHIP FOR CHRISTINA AGUIRRE	\$130.00
73219	03/26/2020		CHEM PRO LABORATORY, INC	\$283.00
	Invoice	Date	Description	Amount
	658612	02/23/2020	WATER TREATMENT-FEB 2020	\$283.00
73220	03/26/2020		CHERIE WOOD	\$392.34
	Invoice	Date	Description	Amount
	3/2/20	03/02/2020	REIMBURSEMENT FOR PAINT AND SUPPLIES	\$392.34
73221	03/26/2020		CINTAS CORPORATION LOC 693	\$387.99
	Invoice	Date	Description	Amount
	4044789359	03/09/2020	DOOR MATS	\$56.58
	4044114973	03/02/2020	DOOR MATS	\$56.58
	4043460334	02/24/2020	DOOR MATS	\$274.83

**CITY OF INDUSTRY
WELLS FARGO BANK**

March 26, 2020

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
73222	03/26/2020			CITY OF INDUSTRY	\$4,492.25
	Invoice	Date	Description	Amount	
	2020-00000030	11/30/2019	IH FUEL PUMP-SECURITY VEHICLES	\$1,736.64	
	2020-00000032	11/30/2019	IH FUEL PUMP-CITY HALL VEHICLES	\$423.97	
	2020-00000037	12/31/2019	IH FUEL PUMP-SECURITY VEHICLES	\$1,599.66	
	2020-00000039	12/31/2019	IH FUEL PUMP-CITY HALL VEHICLES	\$731.98	
73223	03/26/2020			CITY OF INDUSTRY DISPOSAL CO.	\$2,239.52
	Invoice	Date	Description	Amount	
	3922657	02/29/2020	DISP SVC-3226 GILMAN RD	\$84.51	
	3922658	02/29/2020	DISP SVC-16000 TEMPLE AVE	\$140.85	
	3922659	02/29/2020	DISP SVC-14362 PROCTOR AVE	\$84.51	
	3922660	02/29/2020	DISP SVC-15710 NELSON AVE	\$28.17	
	3922661	02/29/2020	DISP SVC-15702 NELSON AVE	\$28.17	
	3922662	02/29/2020	DISP SVC-507 TURNBULL CYN RD	\$56.34	
	3922663	02/29/2020	DISP SVC-15730 NELSON AVE	\$28.17	
	3922664	02/29/2020	DISP SVC-15644 NELSON AVE	\$28.17	
	3922665	02/29/2020	DISP SVC-15626 NELSON AVE	\$28.17	
	3922666	02/29/2020	DISP SVC-629 GIANO AVE	\$56.34	
	3922667	02/29/2020	DISP SVC-754 S 5TH AVE	\$56.34	
	3922668	02/29/2020	DISP SVC-210 S 9TH AVE	\$56.34	
	3922669	02/29/2020	DISP SVC-16020 HILL ST	\$28.17	
	3922670	02/29/2020	DISP SVC-15736 NELSON AVE	\$28.17	
	3922671	02/29/2020	DISP SVC-15634 NELSON AVE	\$28.17	
	3922672	02/29/2020	DISP SVC-257 TURNBULL CYN RD	\$42.26	
	3922673	02/29/2020	DISP SVC-643 GIANO AVE	\$56.34	

**CITY OF INDUSTRY
WELLS FARGO BANK
March 26, 2020**

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
3922674	02/29/2020	DISP SVC-15151 PROCTOR AVE	\$84.51
3922675	02/29/2020	DISP SVC-15157 WALBROOK DR	\$28.17
3922676	02/29/2020	DISP SVC-16000 HILL ST	\$28.17
3922677	02/29/2020	DISP SVC-16010 HILL ST	\$56.34
3922678	02/29/2020	DISP SVC-16014 HILL ST	\$28.17
3922679	02/29/2020	DISP SVC-16229 HANDORF RD	\$28.17
3922680	02/29/2020	DISP SVC-16242 HANDORD RD	\$56.34
3922681	02/29/2020	DISP SVC-16220 HANDORF RD	\$84.51
3922682	02/29/2020	DISP SVC-16218 HANDORF RD	\$28.17
3922683	02/29/2020	DISP SVC-16217 HANDORF RD	\$56.34
3922684	02/29/2020	DISP SVC-16227 HANDORF RD	\$28.17
3922685	02/29/2020	DISP SVC-16238 HANDORF RD	\$28.17
3922686	02/29/2020	DISP SVC-16224 HANDORF RD	\$28.17
3922687	02/29/2020	DISP SVC-15714 NELSON AVE	\$28.17
3922688	02/29/2020	DISP SVC-15652 NELSON AVE	\$28.17
3922689	02/29/2020	DISP SVC-134 TURNBULL CYN RD	\$28.17
3922690	02/29/2020	DISP SVC-14063 PROCTOR AVE	\$84.51
3922691	02/29/2020	DISP SVC-20137 E WALNUT DR	\$28.17
3922692	02/29/2020	DISP SVC-15722 NELSON AVE	\$28.17
3922693	02/29/2020	DISP SVC-17229 CHESTNUT ST	\$84.51
3922694	02/29/2020	DISP SVC-130 TURNBULL CYN RD	\$28.17
3922695	02/29/2020	DISP SVC-132 TURNBULL CYN RD	\$28.17
3922696	02/29/2020	DISP SVC-138 TURNBULL CYN RD	\$28.17
3922697	02/29/2020	DISP SVC-15236 VALLEY BLVD	\$169.02
3922698	02/29/2020	DISP SVC-16200 TEMPLE AVE	\$84.51
3922699	02/29/2020	DISP SVC-14310 PROCTOR AVE	\$84.51

**CITY OF INDUSTRY
WELLS FARGO BANK
March 26, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	3922700	02/29/2020	DISP SVC-16212 TEMPLE AVE	\$84.51
73224	03/26/2020		CITY OF INDUSTRY-PAYROLL ACCT	\$150,000.00
	Invoice	Date	Description	Amount
	PR P/E 3/6/20	03/11/2020	REPLENISH PAYROLL FOR P/E 3/6/20	\$150,000.00
73225	03/26/2020		CITY OF INDUSTRY-REFUSE	\$11,166.39
	Invoice	Date	Description	Amount
	3927905	03/01/2020	CITY BUS STOPS	\$4,796.49
	3927652	03/01/2020	DISP SVC-205 N HUDSON (YAL)	\$211.36
	3927442	03/01/2020	DISP SVC-CITY HALL	\$343.56
	3927443	03/01/2020	DISP SVC-TONNER CYN (MAINT YD)	\$2,200.64
	3927444	03/01/2020	STORAGE BOX RENTAL-TONNER CYN (CAMP)	\$300.00
	3928881	02/29/2020	DISP SVC-1123 HATCHER	\$3,314.34
73226	03/26/2020		CNC ENGINEERING	\$210,750.00
	Invoice	Date	Description	Amount
	500383	03/12/2020	CITY STREET LIGHT PURCHASE	\$1,435.00
	500384	03/12/2020	RESURFACING DESIGN-EXPO PARKING LOT	\$43,305.00
	500385	03/12/2020	EXPO BARN FACILITY LIGHTING	\$1,050.00
	500386	03/12/2020	AVALON ROOM DESIGN	\$4,490.00
	500387	03/12/2020	METROLINK STATION SECURITY SYSTEM	\$371.25
	500388	03/12/2020	CITYWIDE ADA SELF EVALUATION	\$975.00
	500389	03/12/2020	SITE PLAN FOR SHERIFF TRAILER	\$6,757.50
	500391	03/12/2020	FOUR GRADE SEPARATION PUMP STATIONS	\$97.50
	500392	03/12/2020	CATCH BASIN RETROFITS	\$1,125.00

**CITY OF INDUSTRY
WELLS FARGO BANK
March 26, 2020**

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
500393	03/12/2020	SEWER DESIGN-EXPO CENTER	\$6,225.00
500394	03/12/2020	FULLERTON RD PCC	\$780.00
500395	03/12/2020	ANNUAL PAVEMENT REHABILITATION	\$1,040.00
500396	03/12/2020	ANNUAL SLURRY SEAL FY 2019	\$1,757.50
500397	03/12/2020	RESURFACING OF DON JULIAN RD	\$17,792.50
500398	03/12/2020	PRELIMINARY DESIGN OF BICYCLE PATH	\$195.00
500399	03/12/2020	STARHILL LN/3RD AVE WATERLINE	\$5,077.50
500400	03/12/2020	DON JULIAN/BASETDALE WATERLINE	\$2,127.50
500401	03/12/2020	GENERAL ENGINEERING 2/24-3/8/20	\$1,300.00
500402	03/12/2020	GENERAL ENGINEERING-TRAFFIC	\$1,787.50
500403	03/12/2020	GENERAL ENGINEERING-PLAN APPROVAL	\$8,750.00
500404	03/12/2020	GENERAL ENGINEERING-COUNTER SERVICE	\$4,520.00
500405	03/12/2020	GENERAL ENGINEERING-PERMITS	\$20,520.00
500406	03/12/2020	WALNUT DR SOUTH WIDENING	\$2,667.50
500407	03/12/2020	ARENTH AVE RECONSTRUCTION	\$2,897.50
500408	03/12/2020	CITY HALL ROOF RESTORATION	\$2,745.00
500409	03/12/2020	GENERAL ENGINEERING 2/24-3/8/20	\$53,106.25
500410	03/12/2020	NPDES STORM WATER	\$1,837.50
500411	03/12/2020	TONNER CYN PROPERTY	\$780.00
500412	03/12/2020	EXPO CENTER STANDARDS OF FACILITIES MAINT	\$5,075.00
500421	03/12/2020	PAINT EVALUATION OF WROUGHT IRON FENCE	\$4,590.00
500422	03/12/2020	INDUSTRY HILLS FUEL TANKS DISPENSING	\$487.50
500423	03/12/2020	ROUTINE OPERATION MONITORING-IND HILLS	\$85.00
042020	03/01/2020	MEALS/WHEELS RENT-APR 2020	\$5,000.00
73227	03/26/2020	CNC ENGINEERING	\$94,022.50

**CITY OF INDUSTRY
WELLS FARGO BANK
March 26, 2020**

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

Invoice	Date	Description	Amount
500390	03/12/2020	EL ENCANTO IMPROVEMENTS	\$2,270.00
500413	03/12/2020	CIWS MGMT AND OPERATION	\$255.00
500414	03/12/2020	VARIOUS CITY PAID EXPENSES FOR TRES	\$6,032.50
500415	03/12/2020	CITY HALL MAINT	\$6,767.50
500416	03/12/2020	HOMESTEAD MUSEUM IMPROVEMENTS	\$1,220.00
500417	03/12/2020	SAFETY UPGRADES AT VARIOUS RR CROSSINGS	\$195.00
500418	03/12/2020	STIMSON AVE CROSSING AT LA SUBDIVISION	\$535.00
500420	03/12/2020	TRAFFIC SIGNAL-NELSON/SUNSET	\$1,437.50
500424	03/12/2020	605 FREEWAY AND VALLEY BLVD INTERCHANGE	\$780.00
500425	03/12/2020	AZUSA AVE BRIDGE REPAINTING	\$1,560.00
500426	03/12/2020	FISCAL YEAR BUDGET	\$6,468.75
500427	03/12/2020	BUSINESS PKY PCC PAVEMENT	\$8,590.00
500428	03/12/2020	AZUSA AVE/TEMPLE AVE MODIFICATION	\$11,527.50
500429	03/12/2020	FOLLOW'S VAMP PROPERTY	\$4,530.00
500430	03/12/2020	RESURFACING VALLEY BLVD	\$5,015.00
500431	03/12/2020	VARIOUS ASSIGNMENTS RELATED TO SA	\$500.00
500433	03/12/2020	NELSON AVE/PUENTE AVE WIDENING	\$377.50
500434	03/12/2020	ARENTH AVE RECONSTRUCTION	\$1,200.00
500435	03/12/2020	ARENTH AVE STREET LIGHT PROJECT	\$717.50
500436	03/12/2020	CARTEGRAPH MGMT	\$24,455.00
500437	03/12/2020	HOMESTEAD MUSEUM UPGRADES	\$3,277.50
500438	03/12/2020	GRAND AVE RECONSTRUCTION	\$1,560.00
500439	03/12/2020	SR57/60 FWY CONFLUENCE PROJ	\$975.00
500440	03/12/2020	GRAND AVE BRIDGE WIDENING	\$510.00
500441	03/12/2020	TURNBULL CYN RD GRADE SEPARATION	\$3,266.25

**CITY OF INDUSTRY
WELLS FARGO BANK
March 26, 2020**

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
73228	03/26/2020			CONSILIO, LLC	\$1,700.90
	Invoice	Date	Description	Amount	
	INV122323	01/31/2020	DOCUMENT MGMT-JAN 2020	\$1,700.90	
73229	03/26/2020			CORELOGIC INFORMATION	\$192.50
	Invoice	Date	Description	Amount	
	82010664	02/29/2020	GEOGRAPHIC PKG-FEB 2020	\$192.50	
73230	03/26/2020			CREATIVE IMAGE PRODUCTS	\$353.64
	Invoice	Date	Description	Amount	
	1662	03/03/2020	IMPRINTED MAGNETS (525)	\$353.64	
73231	03/26/2020			DIAMOND BAR ELECTRIC, INC.	\$2,052.67
	Invoice	Date	Description	Amount	
	15845	03/02/2020	COURT ROOM BAR TABLE RECEPTACLES	\$2,052.67	
73232	03/26/2020			DIGITAL DPD, INC.	\$206.08
	Invoice	Date	Description	Amount	
	13659	02/07/2020	FLYERS FOR FLIRTING WITH HISTORY-HOMESTEAD	\$206.08	
73233	03/26/2020			DIRECTV - FOR BUSINESS	\$97.25
	Invoice	Date	Description	Amount	
	37220413902	03/01/2020	RECEIVER/RSN FEES	\$97.25	
73234	03/26/2020			EGOSCUE LAW GROUP, INC.	\$1,512.50

**CITY OF INDUSTRY
WELLS FARGO BANK
March 26, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	12648	03/04/2020	LEGAL SVC-FOLLOW'S CAMP	\$1,512.50
73235	03/26/2020		ELECTRA-MEDIA, INC	\$1,763.00
	Invoice	Date	Description	Amount
	10658	03/12/2020	PUENTE HILLS AUTO DISPLAY-APR 2020	\$1,763.00
73236	03/26/2020		ELEVATE PUBLIC AFFAIRS, LLC	\$15,000.00
	Invoice	Date	Description	Amount
	1856	03/06/2020	MEDIA CONSULTING-FEB 2020	\$15,000.00
73237	03/26/2020		FIRST AMERICAN DATA TREE, LLC	\$200.00
	Invoice	Date	Description	Amount
	20088320220	02/29/2020	PROPERTY DATA INFORMATION	\$200.00
73238	03/26/2020		FUEL PROS, INC.	\$150.00
	Invoice	Date	Description	Amount
	48107	02/27/2020	INDUSTRY HILLS FUEL STATION MAINT	\$150.00
73239	03/26/2020		GMS ELEVATOR SERVICES, INC	\$145.00
	Invoice	Date	Description	Amount
	100479	03/01/2020	ELEVATOR MAINT-CITY HALL	\$145.00
73240	03/26/2020		HADDICK'S AUTO BODY	\$200.00
	Invoice	Date	Description	Amount
	H-87282	01/10/2020	TOWING SVC-LIC 1094930	\$40.00

**CITY OF INDUSTRY
WELLS FARGO BANK
March 26, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	H-85688	03/03/2020	TOWING SVC-LIC 1210025	\$160.00
73241	03/26/2020		HISTORICAL RESOURCES, INC.	\$3,160.89
	Invoice	Date	Description	Amount
	03/12/2020	03/12/2020	REIMBURSE FOR F & M CREDIT CARD	\$3,160.89
73242	03/26/2020		INDUSTRY BUSINESS COUNCIL	\$120,454.47
	Invoice	Date	Description	Amount
	JANUARY 2020	02/28/2020	EXPENSE REIMBURSEMENT-JAN 2020	\$120,454.47
73243	03/26/2020		INDUSTRY SECURITY SERVICES	\$16,624.22
	Invoice	Date	Description	Amount
	14-24525	03/13/2020	SECURITY SVC-VARIOUS CITY SITES	\$8,306.85
	14-24508	03/06/2020	SECURITY SVC-VARIOUS CITY SITES	\$8,317.37
73244	03/26/2020		INDUSTRY SECURITY SERVICES	\$23,379.57
	Invoice	Date	Description	Amount
	14-24520	03/13/2020	SECURITY SVC 3/6-3/12/20	\$11,668.75
	14-24503	03/06/2020	SECURITY SVC 2/28-3/5/20	\$11,710.82
73245	03/26/2020		J5 INFRASTRUCTURE PARTNERS	\$3,034.75
	Invoice	Date	Description	Amount
	03/17/20	03/17/2020	REFUND REMAINING DEPOSIT-ENVIRONMENTAL	\$3,034.75
73246	03/26/2020		JANUS PEST MANAGEMENT	\$8,044.00
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
March 26, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	218094	02/07/2020	RODENT SVC-IBC LANDFILL ON GRAND AVE	\$733.00
	218096	01/17/2020	RODENT SVC-IBC LANDFILL ON GRAND AVE	\$733.00
	218091	01/02/2020	RODENT SVC-IBC LANDFILL ON GRAND AVE	\$3,782.00
	218703	01/02/2020	RODENT SVC-15252 STAFFORD	\$300.00
	218701	01/02/2020	RODENT SVC-15400 STAFFORD (HELIPAD)	\$972.00
	218697	01/02/2020	RODENT SVC-CHESTNUT/ANAHEIM	\$896.00
	218682	12/24/2019	PEST SVC-OLD BREA CYN RD	\$168.00
	218579	12/13/2019	PEST SVC-15559 RAUSCH RD (POST OFFICE)	\$85.00
	218578	12/13/2019	PEST SVC-15660 STAFFORD (YAL)	\$85.00
	218577	12/13/2019	PEST SVC-IMC	\$145.00
	218576	12/13/2019	PEST SVC-CITY HALL	\$145.00
73247	03/26/2020		JOHN KOEGEL	\$250.00
	Invoice	Date	Description	Amount
	PPJKL20	03/09/2020	LECTURE ON 3/1/20-HOMESTEAD	\$250.00
73248	03/26/2020		L A COUNTY DEPT OF PUBLIC	\$26,192.28
	Invoice	Date	Description	Amount
	IN200000636	02/27/2020	ACCIDENT-CASTLETON @ STONE CREEK RD	\$18,637.28
	IN200000637	02/27/2020	ACCIDENT-VALLEY BLVD @ PUENTE AVE	\$4,268.85
	IN200000639	02/27/2020	ACCIDENT-SUNSET AVE @ VALLEY BLVD	\$3,286.15
73249	03/26/2020		L A COUNTY DEPT OF PUBLIC	\$57,960.18
	Invoice	Date	Description	Amount
	IN200000635	02/20/2020	BLDG & SAFETY-ONE STOP SHOP-DEC 2019	\$57,960.18

**CITY OF INDUSTRY
WELLS FARGO BANK
March 26, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
73250	03/26/2020		L A COUNTY SHERIFF'S	\$2,102.40
	Invoice	Date	Description	Amount
	202788SG	03/05/2020	S.T.A.R. PROGRAM	\$2,102.40
73251	03/26/2020		L A COUNTY TAX COLLECTOR	\$4,071.72
	Invoice	Date	Description	Amount
	8124-012-273-19	03/16/2020	PROP TAX FY 19/20-NORTH OF CAPITAL	\$3,441.14
	8110-001-273-19	03/16/2020	PROP TAX FY 19/20-220 SAN FIDEL	\$630.58
73252	03/26/2020		LARRY CABRERA	\$1,250.00
	Invoice	Date	Description	Amount
	#2	01/28/2020	ELECTION CONSULTING SVC	\$1,250.00
73253	03/26/2020		LASER TECHNOLOGY INC	\$1,135.81
	Invoice	Date	Description	Amount
	172750 RI	03/05/2020	TRUESPEED RADAR GUN	\$1,135.81
73254	03/26/2020		LOCKE LORD LLP	\$45,012.71
	Invoice	Date	Description	Amount
	1562805	03/06/2020	LEGAL SVC-FEB 2020	\$33,987.71
	1561271	02/28/2020	LEGAL SVC-FEB 2020	\$11,025.00
73255	03/26/2020		LOS ANGELES BUSINESS JOURNAL	\$12,500.00
	Invoice	Date	Description	Amount
	200210157967	02/17/2020	PUBLICATION FOR CITY OF INDUSTRY	\$12,500.00

**CITY OF INDUSTRY
WELLS FARGO BANK
March 26, 2020**

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
73256	03/26/2020			LUBE PIT STOP	\$150.23
	Invoice	Date	Description	Amount	
	245831	03/02/2020	AUTO MAINT-LIC 1347776	\$56.81	
	245847	03/02/2020	AUTO MAINT-LIC 1166174	\$42.61	
	245159	02/17/2020	AUTO MAINT-LIC 1282752	\$50.81	
73257	03/26/2020			MUNI-ENVIRONMENTAL, LLC	\$26,137.51
	Invoice	Date	Description	Amount	
	20-006	03/11/2020	COMMERCIAL WASTE PROGRAM	\$26,137.51	
73258	03/26/2020			MVC ENTERPRISES INC.	\$314,925.00
	Invoice	Date	Description	Amount	
	#1FAC-19-049B	03/01/2020	SHERIFF'S STATION SITE PLAN & MODULAR OFFICES	\$12,500.00	
	#1FAC-19-064-B2	03/01/2020	SHERIFF'S STATION SITE PLAN & MODULAR OFFICES	\$319,000.00	
73259	03/26/2020			MX GRAPHICS, INC.	\$1,165.32
	Invoice	Date	Description	Amount	
	20509	03/03/2020	BLUEPRINT SVC-CIP FAC 19 049 B	\$819.19	
	20523	03/04/2020	BLUEPRINT SVC-CITY 1454	\$132.60	
	20514	03/03/2020	MICROFICHE SCAN	\$213.53	
73260	03/26/2020			ONLINE SOLUTIONS, LLC	\$725.00
	Invoice	Date	Description	Amount	
	3623	03/10/2020	ADDED USER SUBSCRIPTION-URBANIE QUINTERO	\$725.00	
73261	03/26/2020			PITNEY BOWES, INC.	\$156.71

**CITY OF INDUSTRY
WELLS FARGO BANK
March 26, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	3103785690	02/28/2020	POSTAGE MACHINE-FIRST FLOOR	\$156.71
73262	03/26/2020		PLACEWORKS	\$8,271.95
	Invoice	Date	Description	Amount
	71466	02/29/2020	GRAND AVE WIDENING	\$6,474.45
	71363	02/29/2020	HOUSING ELEMENT SVC	\$1,797.50
73263	03/26/2020		POST ALARM SYSTEMS	\$304.38
	Invoice	Date	Description	Amount
	1254569	03/05/2020	MONITORING SVC-HOMESTEAD	\$304.38
73264	03/26/2020		PRINCE GLOBAL SOLUTIONS, LLC	\$5,000.00
	Invoice	Date	Description	Amount
	012	03/04/2020	FEDERAL ADVOCACY-FEB 2020	\$5,000.00
73265	03/26/2020		PUENTE HILLS CHEVROLET	\$71.29
	Invoice	Date	Description	Amount
	130735	02/28/2020	AUTO MAINT-LIC 98407C1	\$71.29
73266	03/26/2020		PURCHASE POWER	\$329.99
	Invoice	Date	Description	Amount
	03/05/2020	03/05/2020	POSTAGE METER REFILL ON 2/20/20	\$329.99
73267	03/26/2020		QUADIENT LEASING USA, INC.	\$1,815.39
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
March 26, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	N8207158	03/11/2020	MAIL EQUIPMENT RENTAL 4/11/20-7/10/20	\$1,815.39
73268	03/26/2020		R.F. DICKSON CO., INC.	\$18,901.65
	Invoice	Date	Description	Amount
	2510158	02/29/2020	STREET & PARKING LOT SWEEPING-FEB 2020	\$18,901.65
73269	03/26/2020		RICOH USA, INC.	\$590.39
	Invoice	Date	Description	Amount
	5059041021	03/08/2020	METER READING-VARIOUS COPIERS	\$544.76
	5058922428	02/26/2020	METER READING-ENGINEERING	\$45.63
73270	03/26/2020		RICOH USA, INC.	\$3,509.49
	Invoice	Date	Description	Amount
	67228424	03/07/2020	COPIER LEASE-VARIOUS	\$2,650.76
	67257843	03/07/2020	COPIER LEASE-VARIOUS	\$858.73
73271	03/26/2020		ROBINSON'S FLOWERS	\$3,064.39
	Invoice	Date	Description	Amount
	3221	03/02/2020	FLOWERS AND DELIVERY	\$3,064.39
73272	03/26/2020		SAN GABRIEL VALLEY	\$1,200.00
	Invoice	Date	Description	Amount
	CO1031020M	03/10/2020	LANDSCAPE SVC-TRAIL MAINT	\$1,200.00
73273	03/26/2020		SAN GABRIEL VALLEY NEWSPAPER	\$1,068.30
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
March 26, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	0000474222	02/29/2020	MONTHLY ADVERTISING-HOMESTEAD	\$1,068.30
73274	03/26/2020		SO CAL INDUSTRIES	\$282.00
	Invoice	Date	Description	Amount
	427615	03/04/2020	RR RENTAL-TONNER CYN/57 FWY	\$91.26
	425781	02/21/2020	FENCE RENTAL-INDUSTRY HILLS	\$90.34
	426381	03/26/2020	RR RENTAL-TONNER CYN/GRAND AVE	\$100.40
73275	03/26/2020		SPECTRUM	\$938.99
	Invoice	Date	Description	Amount
	0362894031020	03/10/2020	BUSINESS INTERNET-MAR 2020	\$938.99
73276	03/26/2020		STAPLES BUSINESS ADVANTAGE	\$1,421.77
	Invoice	Date	Description	Amount
	8057666070	02/29/2020	OFFICE SUPPLIES	\$1,370.53
	8057577898	02/22/2020	OFFICE SUPPLIES	\$51.24
73277	03/26/2020		STATE COMPENSATION INS. FUND	\$2,987.17
	Invoice	Date	Description	Amount
	MARCH 2020	03/02/2020	WORKMANS COMP PREMIUM FOR MARCH 2020	\$2,987.17
73278	03/26/2020		STEINKE ELECTRIC, KIRK	\$2,675.00
	Invoice	Date	Description	Amount
	271	03/02/2020	REPAIR ELECTRICAL ISSUES	\$2,675.00
73279	03/26/2020		SUPERIOR COURT OF CALIFORNIA,	\$8,366.00

**CITY OF INDUSTRY
WELLS FARGO BANK**

March 26, 2020

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	FEBRUARY 2020	03/11/2020	PARKING CITATIONS REPORT-FEB 2020	\$8,366.00
73280	03/26/2020		THE TECHNOLOGY DEPOT	\$6,977.60
	Invoice	Date	Description	Amount
	12884	03/02/2020	NETWORK MAINT-SHERIFF'S BLDG	\$284.25
	12886	02/24/2020	NETWORK MAINT-TICKET #16632	\$745.00
	12887	02/24/2020	NETWORK MAINT-TICKET #16178	\$41.25
	12889	02/25/2020	NETWORK MAINT-TICKET #16647	\$745.00
	12903	02/26/2020	NETWORK MAINT-TICKET #16659	\$745.00
	12913	02/27/2020	NETWORK MAINT-TICKET #16680	\$745.00
	12914	02/27/2020	NETWORK MAINT-TICKET #16668	\$82.50
	12917	02/28/2020	NETWORK MAINT-TICKET #16692	\$41.25
	12934	03/02/2020	NETWORK MAINT-APRIL 2020	\$362.10
	12961	03/02/2020	NETWORK MAINT-TICKET #16714	\$745.00
	12967	03/03/2020	NETWORK MAINT-TICKET #16728	\$868.75
	12969	03/04/2020	NETWORK MAINT-TICKET #16749	\$786.25
	12975	03/06/2020	NETWORK MAINT-TICKET #16769	\$745.00
	12989	03/06/2020	NETWORK MAINT-TICKET #16221	\$41.25
73281	03/26/2020		TIM MIGUEL	\$200.00
	Invoice	Date	Description	Amount
	PPTMH20	03/09/2020	SYCAMORE CYN HIKES ON 4/5/20 & 4/6/20-	\$200.00
73282	03/26/2020		TPX COMMUNICATIONS	\$2,878.04
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
March 26, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	127160536-0	02/29/2020	INTERNET SVC-CITY HALL	\$2,878.04
73283	03/26/2020		TURBO DATA SYSTEMS, INC	\$550.40
	Invoice	Date	Description	Amount
	32107	02/29/2020	CITATION PROCESSING-JAN/FEB 2020	\$550.40
73284	03/26/2020		VANGUARD CLEANING SYSTEMS,	\$995.00
	Invoice	Date	Description	Amount
	82175	02/01/2020	JANITORIAL SVC-FEB 2020	\$995.00
73285	03/26/2020		WEATHERITE SERVICE	\$172.00
	Invoice	Date	Description	Amount
	L186097	03/05/2020	A/C MAINT-IMC	\$172.00

Checks	Status	Count	Transaction Amount
	Total	93	\$1,496,044.87

CITY COUNCIL

ITEM NO. 5.2

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JANUARY 23, 2020
PAGE 1

CALL TO ORDER

The Regular Meeting of the City Council of the City of Industry, California, was called to order by Mayor Cory C. Moss at 9:00 a.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

FLAG SALUTE

The flag salute was led by Mayor Moss.

ROLL CALL

PRESENT: Cory C. Moss, Mayor
Cathy Marcucci, Mayor Pro Tem
Abraham Cruz, Council Member
Mark Radecki, Council Member
Newell W. Ruggles, Council Member

STAFF PRESENT: Troy Helling, City Manager; Bing Hyun, Assistant City Manager; Josh Nelson, Director of Public Works/City Engineer; James M. Casso, City Attorney; and Julie Robles, City Clerk.

City Attorney Casso requested that the Council allow a Closed Session item be added to the agenda. This existing litigation was brought to the attention of the Attorney's office after the agenda had been posted. The case is Concerned Citizens of Industry v. Radecki, et al. Case No. BC700716.

MOTION BY MAYOR PRO TEM MARCUCCI, AND SECOND BY COUNCIL MEMBER RUGGLES TO ADD ITEM NO. 7.3, CLOSED SESSION TO TODAY'S AGENDA. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	CRUZ, RADECKI, RUGGLES, MPT/MARCUCCI, M/MOSS
NOES:	COUNCIL MEMBERS:	NONE
ABSENT	COUNCIL MEMBERS:	NONE
ABSTAIN	COUNCIL MEMBERS:	NONE

PUBLIC COMMENTS

There were none.

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JANUARY 23, 2020
PAGE 2

CONSENT CALENDAR

5.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR JANUARY 23, 2020

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

5.2 CONSIDERATION OF AMENDMENT NO. 4 TO THE LICENSE AGREEMENT WITH DOWNTOWN APEX MOTORS, LLC, FOR ACCESS TO ASSESSOR'S PARCEL NO. 8264-012-925 LOCATED AT THE SOUTHEAST CORNER OF SOUTH HATCHER AVENUE AND GALE AVENUE, AS A TEMPORARY OVERFLOW PARKING AREA FOR VEHICLE INVENTORY

RECOMMENDED ACTION: *Approve the Amendment.*

5.3 CONSIDERATION OF ANNUAL AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2019

RECOMMENDED ACTION: *Approve Annual Audited Financial Statements for FY 18-19*

5.4 CONSIDERATION OF INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS FOR THE FISCAL YEAR ENDED JUNE 30, 2019

RECOMMENDED ACTION: *Approve Independent Auditor's Report for FY 18-19.*

5.5 CONSIDERATION OF AUDITOR'S COMMUNICATIONS WITH THE CITY COUNCIL FOR THE FISCAL YEAR ENDED JUNE 30, 2019

RECOMMENDED ACTION: *Approve Auditor's Communication Report for FY 18-19.*

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JANUARY 23, 2020
PAGE 3

5.6 CONSIDERATION OF INDEPENDENT AUDITOR'S REPORT ON AGREED-UPON PROCEDURES APPLIED TO THE APPROPRIATIONS LIMIT WORKSHEETS FOR THE FISCAL YEAR ENDING JUNE 30, 2020

RECOMMENDED ACTION:
Worksheet for FY 19-20

Approve the Appropriations Limit

Council Member Ruggles recused himself from check number 72854 for item 1 (Register of Demands) due to a potential or actual financial conflict of interest due to he is currently employed by Haddick's Auto Body.

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY MAYOR PRO TEM MARCUCCI THAT THE RECOMMENDATIONS BE ACCEPTED FOR THE REMAINING ITEMS LISTED ON THE CONSENT CALENDAR, WITH COUNCIL MEMBER RUGGLES RECUSING HIMSELF FROM CHECK NUMBER 72854 ON ITEM 1 (REGISTER OF DEMANDS). MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	CRUZ, RADECKI, RUGGLES, MPT/MARCUCCI, M/MOSS
NOES:	COUNCIL MEMBERS:	NONE
ABSENT	COUNCIL MEMBERS:	NONE
ABSTAIN	COUNCIL MEMBERS:	NONE

ACTION ITEMS

6.1 CONSIDERATION OF RESOLUTION NO. CC 2020-01 APPROVING A DONATION TO THE VETERANS BENEFIT TEAM ROPING FOUNDATION IN THE AMOUNT OF \$25,000

RECOMMENDED ACTION:
01.

Adopt Resolution No. CC 2020-

Public Affairs Manager, Sam Pedroza provided a staff report to the Council and was available to answer any questions.

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JANUARY 23, 2020
PAGE 4

MOTION BY MAYOR PRO TEM MARCUCCI, AND SECOND BY COUNCIL MEMBER CRUZ TO ADOPT RESOLUTION NO. CC 2020-01. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	CRUZ, RADECKI, RUGGLES, MPT/MARCUCCI, M/MOSS
NOES:	COUNCIL MEMBERS:	NONE
ABSENT	COUNCIL MEMBERS:	NONE
ABSTAIN	COUNCIL MEMBERS:	NONE

6.2 DISCUSSION AND CONSIDERATION OF ONE APPOINTMENT TO SERVE ON THE CITY OF INDUSTRY PLANNING COMMISSION

RECOMMENDED ACTION: *Discuss and make the appointment to the Planning Commission and/or provide additional direction to staff.*

City Manager Troy Helling, provided a staff report to the Council regarding the one appointment that was received and was available to answer any questions.

MOTION BY MAYOR PRO TEM MARCUCCI, AND SECOND BY COUNCIL MEMBER RUGGLES TO APPOINT MICHAEL GREUBLE TO THE PLANNING COMMISSION. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	CRUZ, RADECKI, RUGGLES, MPT/MARCUCCI, M/MOSS
NOES:	COUNCIL MEMBERS:	NONE
ABSENT	COUNCIL MEMBERS:	NONE
ABSTAIN	COUNCIL MEMBERS:	NONE

6.3 CONSIDERATION OF A LICENSE AGREEMENT WITH LA PUENTE VALLEY COUNTY WATER DISTRICT, FOR ACCESS TO ASSESSOR'S PARCEL NO. 8208-027-918 LOCATED AT THE NORTHEAST CORNER OF PARRIOTT PLACE AND DON JULIAN ROAD FOR TEMPORARY STAGING OF CONSTRUCTION MATERIALS AND EQUIPMENT

RECOMMENDED ACTION: *Approve the Agreement.*

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JANUARY 23, 2020
PAGE 5

Assistant City Manager Bing Hyun, provided a staff report and Director of Public Works/City Engineer Josh Nelson, provided additional information and both were available to answer any questions.

MOTION BY MAYOR PRO TEM MARCUCCI, AND SECOND BY COUNCIL MEMBER CRUZ TO APPROVE THE AGREEMENT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	CRUZ, RADECKI, RUGGLES, MPT/MARCUCCI, M/MOSS
NOES:	COUNCIL MEMBERS:	NONE
ABSENT	COUNCIL MEMBERS:	NONE
ABSTAIN	COUNCIL MEMBERS:	NONE

6.4 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

RECOMMENDED ACTION:

Approve the Agreement.

THIS ITEM WAS PULLED BY CITY MANAGER HELLING AND CITY ATTORNEY CASSO.

6.5 CONSIDERATION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ORSA CONSULTING ENGINEERS, INC. FOR PHASE 2 OF THE ENGINEERING DESIGN OF NEW STREETLIGHTS ALONG ARENTH AVENUE, IN AN AMOUNT NOT TO EXCEED \$95,000.00 (MP 14-12 #3)

RECOMMENDED ACTION:

Approve the Amendment.

Director of Public Works/City Engineer, Josh Nelson provided a staff report and was available to answer any questions.

MOTION BY MAYOR PRO TEM MARCUCCI, AND SECOND BY MAYOR MOSS TO APPROVE THE AMENDMENT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JANUARY 23, 2020
PAGE 6

AYES: COUNCIL MEMBERS: CRUZ, RADECKI, RUGGLES,
MPT/MARCUCCI, M/MOSS
NOES: COUNCIL MEMBERS: NONE
ABSENT COUNCIL MEMBERS: NONE
ABSTAIN COUNCIL MEMBERS: NONE

6.6 CONSIDERATION OF AMENDMENT NO. 2 TO THE FUNDING AGREEMENT WITH LACMTA FOR THE SR 57/60 CONFLUENCE, GRAND AVENUE AT GOLDEN SPRINGS DRIVE

RECOMMENDED ACTION: Approve the Amendment.

Director of Public Works/City Engineer, Josh Nelson provided a staff report and was available to answer any questions.

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY MAYOR PRO TEM MARCUCCI TO APPROVE THE AMENDMENT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS: CRUZ, RADECKI, RUGGLES,
MPT/MARCUCCI, M/MOSS
NOES: COUNCIL MEMBERS: NONE
ABSENT COUNCIL MEMBERS: NONE
ABSTAIN COUNCIL MEMBERS: NONE

6.7 CONSIDERATION OF AWARD OF EL ENCANTO HEALTHCARE FACILITY INTERIOR IMPROVEMENTS TO BLD BUILDERS, INC. FOR AN AMOUNT NOT TO EXCEED \$1,130,232.00, AND ADOPTION OF A NOTICE OF EXEMPTION REGARDING SAME (PROJECT NO. CIP-FAC-19-064-B)

RECOMMENDED ACTION: Award the contract to BLD Builders, Inc. in the amount of \$1,130,232.00, and adopt a Notice of Exemption for the project.

Director of Public Works/City Engineer, Josh Nelson, provided a staff report along with a Power Point presentation. Administrator of El Encanto, Ken Calvo, was asked to speak on the subject and both were available to answer any questions.

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JANUARY 23, 2020
PAGE 7

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY MAYOR PRO TEM MARCUCCI TO AWARD THE CONTRACT TO BLD BUILDERS, INC. IN THE AMOUNT OF \$1,130,232.00, AND ADOPT A NOTICE OF EXEMPTION FOR THE PROJECT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	CRUZ, RADECKI, RUGGLES, MPT/MARCUCCI, M/MOSS
NOES:	COUNCIL MEMBERS:	NONE
ABSENT	COUNCIL MEMBERS:	NONE
ABSTAIN	COUNCIL MEMBERS:	NONE

CITY MANAGER REPORTS

City Manager Troy Helling reported on the closing of adult entertainment establishments on Gale Avenue in the City of Industry. Hard work was done by Code Enforcement and their attorneys, Sheriff's Department and City Attorneys, James M. Casso and Bianca Sparks.

City Manager Troy Helling also mentioned that the City is looking at going electronic with the agendas. If interested in a new laptop or tablet, the Council Members can contact Troy. He stated we can take this slowly, so over the next six months we can continue to produce hard copies if needed, until everyone is comfortable with the electronic format and all the kinks are worked out.

AB 1234 REPORTS

There were none.

CITY COUNCIL COMMUNICATIONS

There were none.

7. CLOSED SESSION

City Clerk Robles announced there was a need for Closed Session as follows:

- 7.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): One potential case

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JANUARY 23, 2020
PAGE 8

- 7.2 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of litigation pursuant to Government Code Section 54956.98(d)(4);
One Case
- 7.3 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.98(d)(1)
Case: Concerned Citizens of Industry v. Radecki, et al
Superior Court of California, County of Los Angeles
Case No. BC 700716

Mayor Moss recessed the meeting into Closed Session at 9:33 a.m.

At 9:33 a.m. City Attorney, Casso, Assistant City Attorney Sparks, Council Member Cruz and Council Member Radecki recused themselves from Item 7.3 and left the Chamber. Item 7.3 was to be taken up first with Special Counsel. At 10:09 a.m., each of these members returned to the Chamber for Items 7.1 and 7.2.

Mayor Moss reconvened the meeting at 10:46 a.m. All members of the City Council were present.

City Attorney Casso reported out of Closed Session in regard to Closed Session items 7.1 and 7.2, direction was given to the City Attorney's office and to the City Manager. No further action was taken.

In regards to Item 7.3, City Manager Helling, reported that direction was given. No final action was taken. Nothing further to report.

ADJOURNMENT

There being no further business, the City Council adjourned at 10:47 a.m.

CORY C. MOSS
MAYOR

JULIE ROBLES
CITY CLERK

CITY COUNCIL

ITEM NO. 5.3



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Julie Gutierrez-Robles, City Clerk *JGR*

DATE: March 26, 2020

SUBJECT: Second reading and adoption of Ordinance No. 809, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AMENDING SECTIONS 3.04.030 (AUTHORITY AND RESPONSIBILITY) AND 3.04.060 (EXCEPTIONS) OF CHAPTER 3.04 (PURCHASING SYSTEM), AMENDING SECTION 3.52.010 (FINDINGS AND PURPOSE) OF CHAPTER 3.52 (PUBLIC PROJECTS—BIDDING AND PROCEDURES), AND ADDING SECTION 3.52.170 (EXEMPTIONS FOR COOPERATIVE BIDDING) TO CHAPTER 3.52 (PUBLIC PROJECTS—BIDDING AND PROCEDURES) OF TITLE 3 (REVENUE AND FINANCE) OF THE CITY OF INDUSTRY MUNICIPAL CODE, TO PERMIT THE CITY TO UTILIZE COOPERATIVE PURCHASING AND BIDDING

Background:

Under the California Constitution, charter cities have supreme authority in the area of municipal affairs. Included in municipal affairs is the administration of public works, and procurement of supplies and equipment.

Pursuant to Section 1003 of the City's Charter, the City Council may, by ordinance, establish the process for letting and administering contracts for public works projects. Chapter 3.04 of the City's Municipal Code ("Code"), sets forth the process for procuring supplies and equipment, and Chapter 3.52 of the Code governs the process for awarding public works projects.

Both Chapter 3.04 and Chapter 3.52 of the Code require the City to utilize both formal and informal bid procedures as part of the procurement process, and to award public works projects. As drafted, the City's Code does not allow the City to utilize cooperative purchasing. Cooperative purchasing essentially allows multiple public agencies to share procurement contracts, rather than each agency drafting individual bids to purchase supplies/equipment, or award public works projects.

Discussion:

Staff is recommending that the City Council amend the City's Code to permit the City to utilize cooperative purchasing for the purchase of supplies and equipment, as well as public works projects. This is a common practice used by municipalities across California, as a way to reduce administrative costs, and to realize cost and time savings on items purchased.

Cooperative purchasing allows the City to utilize contracts and bid specifications issued by other governmental agencies (including other cities, counties, special districts, and joint powers authorities) for both the purchase of supplies and equipment, and public works projects. Further, the proposed amendment also allows the City to utilize contracts issued by non-profit agencies that support municipal activities (such as the California Contract Cities Association and the League of California Cities), for the purchase of supplies and equipment.

By way of example, under the City's current Code, if the City wants to purchase copy machines, and the estimated cost of those machines exceeds \$100,000.00, the City is required to go through a formal bid process. This involves staff drafting bid specifications, advertising, accepting bids, answering questions, and reviewing bids that are submitted. Using cooperative purchasing, instead of going through the formal bid process, Staff can communicate with other public agencies, determine who has made a similar purchase recently after a competitive bid process, and then utilize the same supplier as the other public agency. This process eliminates the need for Staff to go through the bid process because it's already been completed by another public agency. Under the proposed Code amendment, award of the contract is still subject to approval by the City Manager, or City Council, depending on the dollar amount of the contract.

The use of cooperative purchasing reduces Staff time spent on the procurement process, and may also result in cost savings as a result of the power of group buying.

Fiscal Impact:

By utilizing the cooperative purchasing/bidding process, the City will likely save on Staff time that is used to review bids and conduct necessary follow-up prior to the award of contracts for supplies and equipment, and public works projects. It may also result in cost savings as a result of the power of group buying.

Recommendations:

Staff recommends that the City Council:

- 1) Waive the reading of Ordinance No. 809, and read by title only; and
- 2) Introduce Ordinance No. 809 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AMENDING SECTIONS 3.04.030 (AUTHORITY AND RESPONSIBILITY) AND 3.04.060 (EXCEPTIONS) OF CHAPTER 3.04 (PURCHASING SYSTEM), AMENDING SECTION 3.52.010 (FINDINGS AND PURPOSE) OF CHAPTER 3.52 (PUBLIC PROJECTS—BIDDING AND PROCEDURES), AND ADDING SECTION 3.52.170

(EXEMPTIONS FOR COOPERATIVE BIDDING) TO CHAPTER 3.52 (PUBLIC PROJECTS—BIDDING AND PROCEDURES) OF TITLE 3 (REVENUE AND FINANCE) OF THE CITY OF INDUSTRY MUNICIPAL CODE, TO PERMIT THE CITY TO UTILIZE COOPERATIVE PURCHASING AND BIDDING

Attachments:

1. Ordinance No. 809
2. Staff Report dated March 12, 2020

ATTACHMENT NO.1

Ordinance 809

[Attached]

ORDINANCE NO. 809

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AMENDING SECTIONS 3.04.030 (AUTHORITY AND RESPONSIBILITY) AND 3.04.060 (EXCEPTIONS) OF CHAPTER 3.04 (PURCHASING SYSTEM), AMENDING SECTION 3.52.010 (FINDINGS AND PURPOSE) OF CHAPTER 3.52 (PUBLIC PROJECTS—BIDDING AND PROCEDURES), AND ADDING SECTION 3.52.170 (EXEMPTIONS FOR COOPERATIVE BIDDING) TO CHAPTER 3.52 (PUBLIC PROJECTS—BIDDING AND PROCEDURES) OF TITLE 3 (REVENUE AND FINANCE) OF THE CITY OF INDUSTRY MUNICIPAL CODE, TO PERMIT THE CITY TO UTILIZE COOPERATIVE PURCHASING AND BIDDING

WHEREAS, pursuant to Article XI, Section 3, of the California Constitution, the Charter of the City of Industry (“City’s Charter”) governs the City of Industry’s (“City”) municipal affairs. Pursuant to Section 200 of the City’s Charter, the City has the power to make all laws and regulations with respect to municipal affairs. Cities have the authority to enter into contracts, including those for services and goods, and carry out necessary functions; and

WHEREAS, pursuant to Section 1003 of the City’s Charter, the City Council may, by ordinance, establish the process for letting and administering contracts for public works projects; and

WHEREAS, Chapter 3.04 of the City’s Municipal Code (“Code”) sets forth the process by which the City obtains supplies and equipment; and

WHEREAS, Chapter 3.52 of the City’s Code sets for the process for awarding contracts for public works projects; and

WHEREAS, it is recommended that the City Council amend Chapters 3.04 and 3.52 of the City’s Code to expressly provide for the use of cooperative purchasing for both supplies and equipment, and public works projects, and to expressly authorize the City Manager to promulgate administrative regulations to implement the City’s purchasing ordinances; and

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

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Findings.

The City Council finds that based upon substantial evidence presented to the City Council during the March 12, 2020 public meeting, including public testimony and oral staff reports, that all of the facts set forth in the recitals, are true and correct, and are incorporated herein by reference.

SECTION 2. Municipal Code Amendment. Section 3.04.030 (Authority and Responsibility) of Chapter 3.04 (Purchasing System) of Title 3 (Revenue and Finance) of the City of Industry Municipal Code is hereby revised to read in its entirety as follows:

The authority and responsibility for the purchase of supplies and equipment for the city shall be vested in the city manager. The city manager shall purchase supplies and equipment in accordance with the procedures prescribed in this chapter, and shall have the authority to promulgate administrative regulations to implement the provisions of this chapter.

SECTION 3. Municipal Code Amendment. Section 3.04.060.H. is hereby added to Section 3.04.060 (Exceptions) of Chapter 3.04 (Purchasing System) of Title 3 (Revenue and Finance) of the City of Industry Municipal Code, to read in its entirety as follows:

H. Purchases of supplies or equipment where competitive bid procedures have already been utilized by the city, another public agency, including but not limited to, federal, state, and county governments, including State of California agencies, joint powers authorities, special districts, or non-profit agencies whose main purpose is to assist cities or other public entities, including but not limited to, the California Contract Cities Association and the League of California Cities.

SECTION 4. Municipal Code Amendment. Section 3.52.010.C. of Section 3.52.010 (Findings and purpose) of Chapter 3.52 (Public Projects—Bidding and Procedures) of Title 3 (Revenue and Finance) of the City of Industry Municipal Code, is hereby revised to read in its entirety as follows:

C. It is the intent of the city that this chapter govern the selection of public contractors by the city through informal bidding procedures, in accordance with Public Contract Code Section 22034, unless otherwise provided in this chapter.

SECTION 5. Municipal Code Amendment. Section 3.52.170 (Exemptions for Cooperative Bidding) is hereby added to Chapter 3.52 (Public Projects—Bidding and Procedures) of Title 3 (Revenue and Finance) of the City of Industry Municipal Code, and shall read in its entirety as follows:

3.52.170 Exemptions for Cooperative Bidding

Public projects are exempt from the informal and formal bid procedures set forth herein, if the project has already been competitively bid by another public agency, including, but not limited to, federal, state, and county governments, including State of California agencies, joint powers authorities, or special districts, and the public agency has complied with the procedures set forth in the Uniform Construction Cost Accounting Act.

SECTION 6. Clerical Errors. The City Council directs the City Clerk to correct any clerical errors found in this Chapter, including, but not limited to, typographical errors, irregular numbering, and incorrect section references.

SECTION 7. Severability. Should any section, subsection, clause, or provision of this Ordinance for any reason be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Ordinance; it being hereby expressly declared that this Ordinance, and each section, subsection, sentence, clause, and

phrase hereof would have been prepared, proposed, approved, and ratified irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid, unenforceable, or unconstitutional.

SECTION 8. Effective Date. In accordance with California Government Code §36937, this Ordinance shall take effect and be in force thirty (30) days from passage and adoption.

SECTION 9. Publication. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this ordinance to be published and posted as required by law.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on March 12, 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

ATTACHMENT NO.2

Staff Report

Dated 3-12-2020

[Attached]



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager *TH*

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

DATE: March 12, 2020

SUBJECT: Introduction and Consideration of Ordinance No. 809, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AMENDING SECTIONS 3.04.030 (AUTHORITY AND RESPONSIBILITY) AND 3.04.060 (EXCEPTIONS) OF CHAPTER 3.04 (PURCHASING SYSTEM), AMENDING SECTION 3.52.010 (FINDINGS AND PURPOSE) OF CHAPTER 3.52 (PUBLIC PROJECTS—BIDDING AND PROCEDURES), AND ADDING SECTION 3.52.170 (EXEMPTIONS FOR COOPERATIVE BIDDING) TO CHAPTER 3.52 (PUBLIC PROJECTS—BIDDING AND PROCEDURES) OF TITLE 3 (REVENUE AND FINANCE) OF THE CITY OF INDUSTRY MUNICIPAL CODE, TO PERMIT THE CITY TO UTILIZE COOPERATIVE PURCHASING AND BIDDING

Background:

Under the California Constitution, charter cities have supreme authority in the area of municipal affairs. Included in municipal affairs is the administration of public works, and procurement of supplies and equipment.

Pursuant to Section 1003 of the City's Charter, the City Council may, by ordinance, establish the process for letting and administering contracts for public works projects. Chapter 3.04 of the City's Municipal Code ("Code"), sets forth the process for procuring supplies and equipment, and Chapter 3.52 of the Code governs the process for awarding public works projects.

Both Chapter 3.04 and Chapter 3.52 of the Code require the City to utilize both formal and informal bid procedures as part of the procurement process, and to award public works projects. As drafted, the City's Code does not allow the City to utilize cooperative purchasing. Cooperative purchasing essentially allows multiple public agencies to share procurement contracts, rather than each agency drafting individual bids to purchase supplies/equipment, or award public works projects.

Discussion:

Staff is recommending that the City Council amend the City's Code to permit the City to utilize cooperative purchasing for the purchase of supplies and equipment, as well as public works projects. This is a common practice used by municipalities across California, as a way to reduce administrative costs, and to realize cost and time savings on items purchased.

Cooperative purchasing allows the City to utilize contracts and bid specifications issued by other governmental agencies (including other cities, counties, special districts, and joint powers authorities) for both the purchase of supplies and equipment, and public works projects. Further, the proposed amendment also allows the City to utilize contracts issued by non-profit agencies that support municipal activities (such as the California Contract Cities Association and the League of California Cities), for the purchase of supplies and equipment.

By way of example, under the City's current Code, if the City wants to purchase copy machines, and the estimated cost of those machines exceeds \$100,000.00, the City is required to go through a formal bid process. This involves staff drafting bid specifications, advertising, accepting bids, answering questions, and reviewing bids that are submitted. Using cooperative purchasing, instead of going through the formal bid process, Staff can communicate with other public agencies, determine who has made a similar purchase recently after a competitive bid process, and then utilize the same supplier as the other public agency. This process eliminates the need for Staff to go through the bid process because it's already been completed by another public agency. Under the proposed Code amendment, award of the contract is still subject to approval by the City Manager, or City Council, depending on the dollar amount of the contract.

The use of cooperative purchasing reduces Staff time spent on the procurement process, and may also result in cost savings as a result of the power of group buying.

Fiscal Impact:

By utilizing the cooperative purchasing/bidding process, the City will likely save on Staff time that is used to review bids and conduct necessary follow-up prior to the award of contracts for supplies and equipment, and public works projects. It may also result in cost savings as a result of the power of group buying.

Recommendations:

Staff recommends that the City Council:

- 1) Waive the reading of Ordinance No. 809, and read by title only; and
- 2) Introduce Ordinance No. 809 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AMENDING SECTIONS 3.04.030 (AUTHORITY AND RESPONSIBILITY) AND 3.04.060 (EXCEPTIONS) OF CHAPTER 3.04 (PURCHASING SYSTEM), AMENDING SECTION 3.52.010 (FINDINGS AND PURPOSE) OF CHAPTER 3.52 (PUBLIC PROJECTS—BIDDING AND PROCEDURES), AND ADDING SECTION 3.52.170

(EXEMPTIONS FOR COOPERATIVE BIDDING) TO CHAPTER 3.52 (PUBLIC PROJECTS—BIDDING AND PROCEDURES) OF TITLE 3 (REVENUE AND FINANCE) OF THE CITY OF INDUSTRY MUNICIPAL CODE, TO PERMIT THE CITY TO UTILIZE COOPERATIVE PURCHASING AND BIDDING

Exhibit:

A. Ordinance No. 809

EXHIBIT A

Ordinance No. 809

[Attached]

ORDINANCE NO. 809

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AMENDING SECTIONS 3.04.030 (AUTHORITY AND RESPONSIBILITY) AND 3.04.060 (EXCEPTIONS) OF CHAPTER 3.04 (PURCHASING SYSTEM), AMENDING SECTION 3.52.010 (FINDINGS AND PURPOSE) OF CHAPTER 3.52 (PUBLIC PROJECTS—BIDDING AND PROCEDURES), AND ADDING SECTION 3.52.170 (EXEMPTIONS FOR COOPERATIVE BIDDING) TO CHAPTER 3.52 (PUBLIC PROJECTS—BIDDING AND PROCEDURES) OF TITLE 3 (REVENUE AND FINANCE) OF THE CITY OF INDUSTRY MUNICIPAL CODE, TO PERMIT THE CITY TO UTILIZE COOPERATIVE PURCHASING AND BIDDING

WHEREAS, pursuant to Article XI, Section 3, of the California Constitution, the Charter of the City of Industry (“City’s Charter”) governs the City of Industry’s (“City”) municipal affairs. Pursuant to Section 200 of the City’s Charter, the City has the power to make all laws and regulations with respect to municipal affairs. Cities have the authority to enter into contracts, including those for services and goods, and carry out necessary functions; and

WHEREAS, pursuant to Section 1003 of the City’s Charter, the City Council may, by ordinance, establish the process for letting and administering contracts for public works projects; and

WHEREAS, Chapter 3.04 of the City’s Municipal Code (“Code”) sets forth the process by which the City obtains supplies and equipment; and

WHEREAS, Chapter 3.52 of the City’s Code sets for the process for awarding contracts for public works projects; and

WHEREAS, it is recommended that the City Council amend Chapters 3.04 and 3.52 of the City’s Code to expressly provide for the use of cooperative purchasing for both supplies and equipment, and public works projects, and to expressly authorize the City Manager to promulgate administrative regulations to implement the City’s purchasing ordinances; and

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

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Findings.

The City Council finds that based upon substantial evidence presented to the City Council during the March 12, 2020 public meeting, including public testimony and oral staff reports, that all of the facts set forth in the recitals, are true and correct, and are incorporated herein by reference.

SECTION 2. Municipal Code Amendment. Section 3.04.030 (Authority and Responsibility) of Chapter 3.04 (Purchasing System) of Title 3 (Revenue and Finance) of the City of Industry Municipal Code is hereby revised to read in its entirety as follows:

The authority and responsibility for the purchase of supplies and equipment for the city shall be vested in the city manager. The city manager shall purchase supplies and equipment in accordance with the procedures prescribed in this chapter, and shall have the authority to promulgate administrative regulations to implement the provisions of this chapter.

SECTION 3. Municipal Code Amendment. Section 3.04.060.H. is hereby added to Section 3.04.060 (Exceptions) of Chapter 3.04 (Purchasing System) of Title 3 (Revenue and Finance) of the City of Industry Municipal Code, to read in its entirety as follows:

H. Purchases of supplies or equipment where competitive bid procedures have already been utilized by the city, another public agency, including but not limited to, federal, state, and county governments, including State of California agencies, joint powers authorities, special districts, or non-profit agencies whose main purpose is to assist cities or other public entities, including but not limited to, the California Contract Cities Association and the League of California Cities.

SECTION 4. Municipal Code Amendment. Section 3.52.010.C. of Section 3.52.010 (Findings and purpose) of Chapter 3.52 (Public Projects—Bidding and Procedures) of Title 3 (Revenue and Finance) of the City of Industry Municipal Code, is hereby revised to read in its entirety as follows:

C. It is the intent of the city that this chapter govern the selection of public contractors by the city through informal bidding procedures, in accordance with Public Contract Code Section 22034, unless otherwise provided in this chapter.

SECTION 5. Municipal Code Amendment. Section 3.52.170 (Exemptions for Cooperative Bidding) is hereby added to Chapter 3.52 (Public Projects—Bidding and Procedures) of Title 3 (Revenue and Finance) of the City of Industry Municipal Code, and shall read in its entirety as follows:

3.52.170 Exemptions for Cooperative Bidding

Public projects are exempt from the informal and formal bid procedures set forth herein, if the project has already been competitively bid by another public agency, including, but not limited to, federal, state, and county governments, including State of California agencies, joint powers authorities, or special districts, and the public agency has complied with the procedures set forth in the Uniform Construction Cost Accounting Act.

SECTION 6. Clerical Errors. The City Council directs the City Clerk to correct any clerical errors found in this Chapter, including, but not limited to, typographical errors, irregular numbering, and incorrect section references.

SECTION 7. Severability. Should any section, subsection, clause, or provision of this Ordinance for any reason be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Ordinance; it being hereby expressly declared that this Ordinance, and each section, subsection, sentence, clause, and

phrase hereof would have been prepared, proposed, approved, and ratified irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid, unenforceable, or unconstitutional.

SECTION 8. Effective Date. In accordance with California Government Code §36937, this Ordinance shall take effect and be in force thirty (30) days from passage and adoption.

SECTION 9. Publication. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this ordinance to be published and posted as required by law.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on March 12, 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 COUNCIL

ITEM NO. 6.1



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager *TH*

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

DATE: March 26, 2020

SUBJECT: Introduction and Consideration of Ordinance No. 810, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AMENDING CHAPTER 13.04 (WATER SERVICE) OF TITLE 13 (WATER AND SEWERS) OF THE CITY OF INDUSTRY MUNICIPAL CODE, IN ACCORDANCE WITH SENATE BILL 998; AND

Consideration of Urgency Ordinance No. 811 U, AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, PURSUANT TO GOVERNMENT CODE SECTION 36937, AMENDING CHAPTER 13.04 (WATER SERVICE) OF TITLE 13 (WATER AND SEWERS) OF THE CITY OF INDUSTRY MUNICIPAL CODE, IN ACCORDANCE WITH SENATE BILL 998

Background:

Senate Bill 998 (Dodd) Discontinuation of Residential Water Service was signed by former Governor Jerry Brown in September 2018. Intended to minimize the number of Californians who lose access to water service due to their inability to pay, SB 998 provides additional procedural protections before residential water service can be discontinued. These protections apply to water service provided by an “urban and community water system,” a “public water system,” and an “urban water supplier” as those terms are defined. Among other things, SB 998 requires specified water providers to have a written policy on discontinuation of residential water services and that prohibits discontinuance until accounts are at least 60 days delinquent, requires 7 business days’ notice before discontinuance, and prohibits discontinuance when doing so would pose a serious threat to the health and safety of a resident if the customer demonstrates an inability to pay and is willing to make payments via alternative methods.

Discussion:

Water systems, such as the Industry Public Utilities (“IPU”) Water System, that are a community water system that serve water to less than 3,000 connections and produce

less than 3,000 acre feet annually, are required to comply with SB 998 by April 1, 2020. The changes required to comply with SB 998 are as follows:

- Adopt a written residential water discontinuation policy available in English, Spanish, Chinese, Tagalog, Vietnamese, Korean, and any other language spoken by 10 percent or more of the population served by the water system. The policy must be posted on the water system's website and be available in writing upon request.
- The policy must contain:
 - Payment options including a plan for deferred or reduced payments and alternative payment schedules.
 - A formal appeal process for disputing bills
 - Telephone number for customers to call to discuss options
- Residential water service cannot be discontinued until accounts are at least 60 days delinquent
- Residential water service cannot be discontinued until customer is notified at least 7 business days before scheduled interruption date.
- Residential water service cannot be discontinued if a customer meets all of the following parameters:
 - Provides certification from a primary care provider that discontinuation would pose a health and safety threat
 - Demonstrates they are financially unable to pay
 - Willing to enter into an alternative payment arrangement.
- Offer a payment arrangement/amortization plan allowing a repayment period of up to 12 months for outstanding balances to customers that meet the aforementioned parameters.
- Notify tenants of a multifamily property served by a single meter 10 days prior to service discontinuation for nonpayment.
- Report annual number of service discontinuations for nonpayment on the water system's website and also to the State Water Resources Control Board.

In order for the IPU to establish the required policy for discontinuation of residential water service, the Chapter 13.04.100 of the City's Municipal Code must be amended. The City's current Code contains provisions which conflict with the requirements of SB 998. The City Attorney has drafted such Ordinance, which is enclosed for consideration. The amendments provide for the IPU to adopt a policy for discontinuance of residential water service by resolution. Once such policy is established, the contracted operator of the IPU Water System, La Puente Valley County Water District, will carry out the provisions of the policy.

In addition to the revisions to the City's Code, it is also necessary for the Industry Public Utilities Commission to adopt the policy itself. The policy contains the specific

requirements of SB 998, as set forth above, while the revisions to the City's Code facilitate implementation of the policy by removing any language that conflicts with SB 998.

Because SB 998 must be implemented by April 1, 2020, Staff is requesting that the City Council consider both a regular ordinance and an urgency ordinance. The urgency ordinance will take effect immediately, if approved by a four-fifths vote of the City Council. The immediate effectiveness of the urgency ordinance will allow the policy to take effect on April 1st, as required by State law.

Fiscal Impact:

Recovery of water sales and water service charge accounts receivable will be lengthened by adoption of this policy, however there is no significant fiscal impact anticipated to the water operations by instituting this policy.

Recommendations:

Staff recommends that the City Council:

- 1) Waive the reading of Ordinance No. 810, and read by title only; and
- 2) Introduce Ordinance No. 811 U AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AMENDING SECTION 13.04.100 (DISCONTINUANCE OF SERVICE) OF CHAPTER 13.04 (WATER SERVICE) OF TITLE 13 (WATER AND SEWERS) OF THE CITY OF INDUSTRY MUNICIPAL CODE, IN ACCORDANCE WITH SENATE BILL 998

Exhibit:

- A. Ordinance No. 810
-

TH/JN:jf

EXHIBIT A

Ordinance No. 810

[Attached]

ORDINANCE NO. 810

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AMENDING CHAPTER 13.04 (WATER SERVICE) OF TITLE 13 (WATER AND SEWERS) OF THE CITY OF INDUSTRY MUNICIPAL CODE, IN ACCORDANCE WITH SENATE BILL 998

WHEREAS, Senate Bill 998 (“SB 998”) requires public water systems to establish certain policies and procedures for the discontinuance of residential service; and

WHEREAS, given the provisions of SB 998, it is necessary to amend the City’s Code to ensure compliance with State law; and

WHEREAS, Section 13.04.100 of the City’s Municipal Code (“Code”) sets forth the process for discontinuing residential service. It is necessary to amend Section 13.04.100 to provide for a 60-day delinquency period, and certain noticing and other requirements, prior to the discontinuance of residential service; and

WHEREAS, it is recommended that the City amend Section 13.04.100 of the City’s Code to comply with the provisions of SB 998; and

WHEREAS, it is also recommended that the City amend Chapter 13.04 of the City’s Code to remove any inconsistencies between the Code and the policy for discontinuing residential service, and to ensure consistency between residential and non-residential class customers; and

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

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Findings.

The City Council finds that based upon substantial evidence presented to the City Council during the March 26, 2020 public meeting, including public testimony and oral staff reports, that all of the facts set forth in the Recitals, are true and correct, and are incorporated herein by reference.

SECTION 2. Municipal Code Amendment. Section 13.04.100.B is hereby revised to read in its entirety as follows:

B. Discontinuance of Service by City.

1. The Industry Public Utilities Commission, shall, by resolution, adopt a policy for discontinuance of residential water service, and a service discontinuation processing charge for both residential and non-residential class customers.
2. Water charges shall be due and payable, and become delinquent, as follows:
 - a. Residential Class Customers: Charges are due and payable upon presentation, and shall become delinquent and service subject to discontinuation if charges are not paid within 60 days from the date of the bill, as set forth in the Policy on Discontinuation

of Residential Water Service for Non-Payment, adopted by the Industry Public Utilities Commission.

- b. Non-Residential Class Customers: Charges are due and payable upon presentation, and shall become delinquent fifteen days after the date of the bill. If the account becomes delinquent, the city may discontinue services to the premises. A late charge, established by the city, shall apply to all delinquent accounts.

3. If any fire service account becomes delinquent, the city may shut off and discontinue the domestic water service to the premises. Water service shall not be restored until all provisions have been complied with.

4. Vacant Premises. In case any premises become vacant, the regular minimum rates shall be charged, and no refund or discount shall be made unless the water has been shut off by the department upon the written request of the one in whose name the water service is rendered or written request of the owner.

SECTION 3. Municipal Code Amendment

Section 13.04.110.C. is hereby revised to read in its entirety as follows:

C. Non-residential class service which has been discontinued as a result of a violation of any rule and regulation or for delinquent payment of charges or penalties shall not be reactivated until such violation has been remedied and all charges and penalties have been paid, including a security deposit and reconnection fee, established by the city. The city shall make the reconnection no later than the end of the next regular working day following the customer's request and payment of all the aforementioned fees. Restoration of residential class service shall be made as set forth by resolution adopted by the Industry Public Utilities Commission.

SECTION 4. Municipal Code Amendment

Section 13.04.130.C is hereby revised to read in its entirety as follows:

C. Returned checks and disconnection for non-payment for non-residential class service. If a check is returned as non-negotiable, the city will charge a returned check fee, and will consider the account delinquent if payment in the form of cash or certified funds is not received within 15 days of the date of the bill. For non-residential class service, if the returned check was payment to restore service to an account that had been disconnected for nonpayment, the city may discontinue said water service. The consumer's account may only be reinstated by receipt of outstanding charges in the form of cash or certified funds.

SECTION 5. Municipal Code Amendment

Section 13.04.130.D. is hereby revised to read in its entirety as follows:

D. Notices. Except for emergencies, and as established by resolution adopted by the Industry Public Utilities Commission, notices from the city to a customer shall be given in writing, either delivered to him or her or mailed to him or her at his or her last known address in the manner prescribed by this code. Notice from any customer to the city pursuant to adopted regulations may be given in person or by his or her authorized agent at the city office or by written notice enclosed in a sealed envelope and addressed to the city, deposited in the United States mail, postage prepaid.

SECTION 6. Municipal Code Amendment

Section 13.04.150 is hereby revised to read in its entirety as follows:

13.04.150 Disputed or erroneous bills.

The process for disputing a bill for water service shall be established by resolution of the Industry Public Utilities Commission.

SECTION 7. Clerical Errors. The City Council directs the City Clerk to correct any clerical errors found in this Chapter, including, but not limited to, typographical errors, irregular numbering, and incorrect section references.

SECTION 8. Severability. Should any section, subsection, clause, or provision of this Ordinance for any reason be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Ordinance; it being hereby expressly declared that this Ordinance, and each section, subsection, sentence, clause, and phrase hereof would have been prepared, proposed, approved, and ratified irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid, unenforceable, or unconstitutional.

SECTION 9. Effective Date. In accordance with California Government Code §36937, this Ordinance shall take effect and be in force thirty (30) days from passage and adoption.

SECTION 10. Publication. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this ordinance to be published and posted as required by law.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on April ____, 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

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF INDUSTRY)

CITY CLERK'S CERTIFICATION
RE: ADOPTION OF CITY ORDINANCE

I, Julie Gutierrez-Robles, City Clerk of the City of Industry, do hereby certify that the foregoing Ordinance No. XXX was introduced at the regular meeting of the City Council on INSERT DATE, and was adopted at a regular meeting of the City Council on INSERT DATE by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Julie Gutierrez-Robles, City Clerk

(SEAL)

ORDINANCE NO. 811 U

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, PURSUANT TO GOVERNMENT CODE SECTION 36937, AMENDING CHAPTER 13.04 (WATER SERVICE) OF TITLE 13 (WATER AND SEWERS) OF THE CITY OF INDUSTRY MUNICIPAL CODE, IN ACCORDANCE WITH SENATE BILL 998

WHEREAS, Senate Bill 998 (“SB 998”) requires public water systems to establish certain policies and procedures for the discontinuance of residential service; and

WHEREAS, given the provisions of SB 998, it is necessary to amend the City’s Code to ensure compliance with State law; and

WHEREAS, Section 13.04.100 of the City’s Municipal Code (“Code”) sets forth the process for discontinuing residential service. It is necessary to amend Section 13.04.100 to provide for a 60-day delinquency period, and certain noticing and other requirements, prior to the discontinuance of residential service; and

WHEREAS, it is recommended that the City amend Section 13.04.100 of the City’s Code to comply with the provisions of SB 998; and

WHEREAS, it is also recommended that the City amend Chapter 13.04 of the City’s Code to remove any inconsistencies between the Code and the policy for discontinuing residential service, and to ensure consistency between residential and non-residential class customers; and

WHEREAS, all Californians have the right to safe, accessible and affordable water, as set forth in the State’s Water Code. The discontinuance of water service threatens human health and well-being. Modifications to the City’s Code are necessary to meet the requirements set forth in SB 998, and adoption of this ordinance by April 1, 2020 is necessary for the immediate preservation of the public peace, health and safety, of the City, and for those who receive water service from the Industry Public Utilities Water System; and

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

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Findings.

The City Council finds that based upon substantial evidence presented to the City Council during the March 26, 2020 public meeting, including public testimony and oral staff reports, that all of the facts set forth in the Recitals, are true and correct, and are incorporated herein by reference.

SECTION 2. Municipal Code Amendment. Section 13.04.100.B is hereby revised to read in its entirety as follows:

B. Discontinuance of Service by City.

1. The Industry Public Utilities Commission, shall, by resolution, adopt a policy for discontinuance of residential water service, and a service discontinuation processing charge for both residential and non-residential class customers.
2. Water charges shall be due and payable, and become delinquent, as follows:
 - a. Residential Class Customers: Charges are due and payable upon presentation, and shall become delinquent and service subject to discontinuation if charges are not paid within 60 days from the date of the bill, as set forth in the Policy on Discontinuation of Residential Water Service for Non-Payment, adopted by the Industry Public Utilities Commission.
 - b. Non-Residential Class Customers: Charges are due and payable upon presentation, and shall become delinquent fifteen days after the date of the bill. If the account becomes delinquent, the city may discontinue services to the premises. A late charge, established by the city, shall apply to all delinquent accounts.
3. If any fire service account becomes delinquent, the city may shut off and discontinue the domestic water service to the premises. Water service shall not be restored until all provisions have been complied with.
4. Vacant Premises. In case any premises become vacant, the regular minimum rates shall be charged, and no refund or discount shall be made unless the water has been shut off by the department upon the written request of the one in whose name the water service is rendered or written request of the owner.

SECTION 3. Municipal Code Amendment.

Section 13.04.110.C. is hereby revised to read in its entirety as follows:

C. Non-residential class service which has been discontinued as a result of a violation of any rule and regulation or for delinquent payment of charges or penalties shall not be reactivated until such violation has been remedied and all charges and penalties have been paid, including a security deposit and reconnection fee, established by the city. The city shall make the reconnection no later than the end of the next regular working day following the customer's request and payment of all the aforementioned fees. Restoration of residential class service shall be made as set forth by resolution adopted by the Industry Public Utilities Commission.

SECTION 4. Municipal Code Amendment.

Section 13.04.130.C is hereby revised to read in its entirety as follows:

C. Returned checks and disconnection for non-payment for non-residential class service. If a check is returned as non-negotiable, the city will charge a returned check fee, and will consider the account delinquent if payment in the form of cash or certified funds is not received within 15 days of the date of the bill. For non-residential class service, if the returned check was payment to restore service to an account that had been disconnected for nonpayment, the city may discontinue said water service. The consumer's account may only be reinstated by receipt of outstanding charges in the form of cash or certified funds.

SECTION 5. Municipal Code Amendment.

Section 13.04.130.D. is hereby revised to read in its entirety as follows:

D. Notices. Except for emergencies, and as established by resolution adopted by the Industry Public Utilities Commission, notices from the city to a customer shall be given in writing, either delivered to him or her or mailed to him or her at his or her last known address in the manner prescribed by this code. Notice from any customer to the city pursuant to adopted regulations may be given in person or by his or her authorized agent at the city office or by written notice enclosed in a sealed envelope and addressed to the city, deposited in the United States mail, postage prepaid.

SECTION 6. Municipal Code Amendment.

Section 13.04.150 is hereby revised to read in its entirety as follows:

13.04.150 Disputed or erroneous bills.

The process for disputing a bill for water service shall be established by resolution of the Industry Public Utilities Commission.

SECTION 7. Urgency Ordinance.

Based on the findings set forth above, this ordinance is an urgency ordinance pursuant to Government Code Section 36937, and pursuant to the authority granted to the City in Article 11, Section 7 of the California Constitution, and is for the immediate preservation of the public peace, health and welfare. All Californians have the right to safe, accessible and affordable water, as set forth in the State's Water Code. The discontinuance of water service threatens human health and well-being. Accordingly, the City Council hereby finds that modifications to the City's Code are necessary to meet the requirements set forth in SB 998, and adoption of this ordinance by April 1, 2020 is necessary for the immediate preservation of the public peace, health and safety, of the City, and for those who receive water service from the Industry Public Utilities Water System. This ordinance shall take effect immediately on March 26, 2020 by a 4/5th vote of City Council.

SECTION 8. Clerical Errors. The City Council directs the City Clerk to correct any clerical errors found in this Chapter, including, but not limited to, typographical errors, irregular numbering, and incorrect section references.

SECTION 9. Severability. Should any section, subsection, clause, or provision of this Ordinance for any reason be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Ordinance; it being hereby expressly declared that this Ordinance, and each section, subsection, sentence, clause, and phrase hereof would have been prepared, proposed, approved, and ratified irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid, unenforceable, or unconstitutional.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on March 26, 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

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF INDUSTRY)

CITY CLERK'S CERTIFICATION
RE: ADOPTION OF CITY ORDINANCE

I, Julie Gutierrez-Robles, City Clerk of the City of Industry, do hereby certify that the foregoing Urgency Ordinance No. _____ was introduced and adopted at the regular meeting of the City Council on _____, 2020, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Julie Gutierrez-Robles, City Clerk

(SEAL)

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: Sam Pedroza, Public Affairs Manager *SP*

DATE: March 26, 2020

SUBJECT: Consideration of Resolution No. CC 2020-06 approving a donation to The Gabriel Foundation in the amount of \$105,000.00

Background:

The Gabriel Foundation ("Foundation") is a non-profit organization that supports disadvantaged children and those with special needs in the San Gabriel Valley. They do this by raising funds that are used to help organizations throughout the community. These organizations include Delhaven Community Center, Industry Sheriff's Youth Activities League, YMCA, Friends of the Heart, Citrus Valley Health, New Horizons, San Gabriel Valley Dental and SGV Boys and Girls Club. The Foundation works to provide funding to these organizations, so they may be able to provide the assistance needed.

Discussion:

The Foundation contacted the City for a donation to sponsor this year's Industry Hills Charity Pro Rodeo. The donation of \$105,000, along with other fund-raising activities will help the Foundation continue supporting the community. The City's donation serves a public purpose by contributing to an organization that supports youth and those with special needs.

Fiscal Impact:

In the Fiscal Year 2019/2020 budget, \$367,000 was approved for Community Promotions and Economic Development. No appropriations are required at this time (Account No. 100-621-5601).

Recommendation:

- 1) Staff recommends that the City Council adopt Resolution No. CC 2020-06 approving a donation of \$105,000 to the Gabriel Foundation.

Exhibit:

A. Resolution No. CC 2020-06

TH/SP:yp

EXHIBIT A

Resolution No. CC 2020-06

[Attached]

RESOLUTION NO. CC 2020-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA APPROVING A DONATION TO THE GABRIEL FOUNDATION IN THE AMOUNT OF ONE HUNDRED FIVE THOUSAND DOLLARS (\$105,000.00) TO SUPPORT COMMUNITY PROGRAMS AND EVENTS

RECITALS

WHEREAS, The Gabriel Foundation (“Foundation”) is a California non-profit organization that raises funds to provide programs and resources to disadvantaged children and children with special needs, throughout the San Gabriel Valley. The Foundation has sponsored the Community Kids Day and has introduced Western Heritage to thousands of children in the grades three through five; and

WHEREAS, the Foundation requested a donation from the City to assist with the Industry Hills Charity Pro Rodeo. The donation of \$105,000, along with other fund-raising activities will help the Foundation continue supporting the community; and

WHEREAS, in 2019, the Foundation received a \$105,000.00 donation from the City to assist in the operation of its programs, promotion and conducting its events by resolution; and

WHEREAS, the City’s donation serves a public purpose in that the Foundation is able to provide grant funds to various organizations throughout the San Gabriel Valley that work to assist children in need, including, but not limited to, the Industry Sheriff’s Youth Athletic League, Delhaven Community Center, The East Valley Boys & Girls Club, and countless other organizations. The City’s donation will allow the Foundation to provide grant funding to assist non-profit organizations in the community and surrounding areas; and

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

NOW, THEREFORE, THE CITY COUNCIL 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: The City’s donation serves a public purpose in that the Foundation is a California non-profit organization and is able to provide grant funds to various organizations throughout the San Gabriel Valley that work to assist children in need, including, but not limited to, the Industry Sheriff’s Youth Athletic League, Delhaven Community Center, The East Valley Boys & Girls Club, and countless other organizations.

The City's donation will allow the Foundation to provide grant funding to assist non-profit organizations in the community and surrounding areas.

SECTION 3: The City Council approves a donation to the Foundation in the amount of One Hundred Five Thousand Dollars (\$105,000.00).

SECTION 4: The City Manager is hereby authorized and directed to take such other and further action consistent with this Resolution, in order to implement this Resolution on behalf of the City.

SECTION 5: 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 6: That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on March 26, 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 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: Joshua Nelson, Director of Public Works/City Engineer *JN*
Philip De Jong, Field Operation Project Manager, CNC Engineering

DATE: March 26, 2020

SUBJECT: Consideration of a Maintenance Services Agreement with Ocean Blue Environmental Services, Inc. for On-Call Hazardous Waste Removal and Clean Up Services in an amount not-to-exceed \$100,000.00 through March 26, 2025

Background:

Ocean Blue Environmental Services, Inc. ("Ocean Blue") is a full service, 24-hour/7-day-a-week ("24/7"), hazardous materials ("HAZMAT") emergency response company, primarily serving government entities and industrial clientele. Some notable clients have included Los Angeles County Department of Public Works ("LACDPW"), Orange County Department of Public Works, the Port of Long Beach, Port of LA, CalTrans, US Coast Guard, LAX and SNA Airports and several cities in the region. The services that Ocean Blue provides include HAZMAT spill cleanup, confined space cleanup, trauma scene cleanup, homeless encampments cleanup, stormwater management (jetting/cleaning lines or catch basins), remediation, and HAZMAT waste management (categorization, packing, hauling for disposal). Currently, under LACDPW, Ocean Blue has performed HAZMAT spill clean ups for the City resulting from vehicle accidents.

Discussion:

To be better prepared for proper HAZMAT responses, it is crucial to have a contractor in place that is available with short notice, day or night. Staff recommends that HAZMAT cleanups and removal services be available at all City-owned facilities and within the public right-of-way to address any emergency spills that may occur. Ocean Blue would provide the City with a 24/7 emergency response to HAZMAT spills and provide many non-emergency services as well such as routine HAZMAT collections and disposals, homeless encampments cleanup and stormwater catch basins/lines cleanup. Staff recommends contracting with Ocean Blue through March 26, 2025 in an amount not-to-exceed \$100,000.00 to provide these services.

Fiscal Impact:

The fiscal impact is \$100,000.00 (Account No. 100-625-6050). An appropriation of \$100,000.00 is requested from the General Fund -Civic Financial Center Expenses-Hazardous Waste Disposal.

Recommendations:

- 1) It is recommended that the City Council approve the Maintenance Services Agreement with Ocean Blue Environmental Services, Inc. in an amount of not-to-exceed \$100,000.00; and
- 2) Appropriate \$100,000.00 from the General Fund -Civic Financial Center Expenses-Hazardous Waste Disposal. (Account No. 100-625-6050).

Exhibit:

- A. Maintenance Services Agreement with Ocean Blue Environmental Services, Inc. dated March 26, 2020

TH/JN/PDJ:jf

EXHIBIT A

Maintenance Services Agreement with Ocean Blue Environmental Services, Inc.
dated March 26, 2020

[Attached]

CITY OF INDUSTRY

MAINTENANCE SERVICES AGREEMENT

This MAINTENANCE SERVICES AGREEMENT (“Agreement”), is made and effective as of March 26, 2020 (“Effective Date”), between the City of Industry, a municipal corporation (“City”) and Ocean Blue Environmental Services, 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 27, 2025, 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 on-call hazardous waste removal and clean up, 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. Contractor shall maintain all licenses required to perform the Services, including but not limited to, the following: Class A General Engineering Contractors license with Hazardous Substances Removal Certification, State of California Highway Patrol Hazardous Materials Transportation License, State of California License to Transport Hazardous Materials issued by the Department of Motor Vehicles, Federal Environmental Protection Agency License, Trauma Scene Waste Management Practitioner License, Medical Waste Hauler Registration License, and Incident Command System Certification- ICS-200 or ICS-300.

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, or employees (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, or employees of Contractor.

(c) Environmental indemnity

The Contractor shall conduct all aspects of its operation in compliance with all state and federal environmental laws, rules and regulations. The Contractor shall immediately inform the City of any investigation, citation or legal action by any regulatory agency related to the Contractor's obligations under this Agreement and shall defend, indemnify and hold

harmless the City and the Indemnified Parties from any loss including, but not limited to fines, penalties and corrective measures the City may sustain by reason of the Contractor's failure to comply with any state or federal law, regulation or rule.

(d) 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, or agents, 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, or agents, 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: Justin Lee, Director
Ocean Blue Environmental Services, Inc.
925 West Esther Street
Long Beach, CA 90813

16. ASSIGNMENT

The Contractor shall not assign or subcontract the performance of this Agreement, nor any part thereof, nor any monies due hereunder.

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”
Ocean Blue Environmental Services, Inc.

By: _____
Cory Moss, Mayor

By:  _____
Justin Lee, Director

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 on-call HAZMAT response services in the City's public right-of-way and at City-owned facilities. Scope of work shall include, but is not limited to, the following, on an as-needed basis:

- 24/7 Emergency Response for HAZMAT Spill Cleanup
- Confined space Cleanup
- Trauma Scene Cleanup
- Homeless Encampments Cleanup
- Stormwater Management (jetting/cleaning lines or catch basins)
- Remediation of Soil (schedule the dig & haul)
- Underground Storage Tanks (investigations, schedule the removal and disposal, UST closure reporting)
- HAZMAT waste management (categorization, packing, hauling for disposal)

EXHIBIT B

RATE SCHEDULE

The following rates apply to the Services performed under this Agreement:

1. HAZARDOUS WASTE-TRAINED PERSONNEL

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>		
	<u>STRAIGHT TIME</u>	<u>OVER-TIME</u>	<u>PREMIUM TIME</u>
PROJECT MANAGER	121.50	159.30	159.30
SUPERVISOR	93.60	111.60	127.80
CHEMIST / INDUSTRIAL HYGIENIST	186.30	213.30	213.30
LEAD TECHNICIAN	64.80	94.50	123.30
EQUIPMENT OPERATOR	62.10	93.60	119.70
TECHNICIAN	58.50	82.80	108.00
ILWU (INT. LONGSHORE & WHSE UNION) TECH	81.90	122.40	164.70

2. CERTIFIED HAZARDOUS WASTE TRANSPORTATION VEHICLES

	<u>HOURLY RATE</u>
UTILITY TRUCK 4X4 W/TRAFFIC CONTROL LIGHTS & LIFTGATE	51.30
GEAR TRUCK W/ LIFTGATE	51.30
EMERGENCY RESPONSE UNIT - LARGE	238.50
EMERGENCY RESPONSE UNIT - SMALL	165.60
CREW VAN	45.00
BOB CAT W/SOLID TIRES	55.80
VACUUM TRAILER - 20 BBL	55.80
VACUUM TRUCK - 70 BBL W/ ROPER PUMP*	136.80
VACUUM TRUCK - 120 BBL*	156.60
VACUUM TRUCK - 120 BBL STAINLESS STEEL *	177.30
AIR EXCAVATOR*	136.80
HYDRO EXCAVATOR*	253.80
OMNI VAC - 85 BBL*	253.80
JETTER / VACTOR COMBO UNIT*	253.80
ROLL-OFF TRUCK*	136.80
ROLL-OFF TRUCK AND TRAILER*	156.60
DUMP TRUCK - 10 WHEEL *	96.30
	<u>PREVAILING WAGE</u>
	190.80

Personnel and equipment with operator rate:

45' FLAT BED*	111.60
25' EQUIPMENT TRAILER	36.00
STREET SWEEPER	90.00

"" DENOTES EQUIPMENT INCLUDING OPERATOR. THESE WILL BE CHARGED AN ADDITIONAL \$29.00 PER HOUR FOR OVERTIME AND \$39.00 PER HOUR FOR PREMIUM TIME.

3. RESPIRATORY / CONFINED SPACE ENTRY EQUIPMENT

SELF-CONTAINED BREATHING APPARATUS (30 MIN.)	139.50	DAILY
6-PACK BREATHING AIR BOTTLES	279.90	DAILY
5-MINUTE EGRESS AIR BOTTLE	39.60	DAILY
TRIPOD W/DOUBLE WINCHES	250.20	DAILY
FULL BODY HARNESS W/ SHOCK ABSORBER	36.00	DAILY
COPPUS BLOWER	202.50	DAILY
4-GAS AIR MONITOR	306.90	DAILY
PID METER	424.80	DAILY
MERCURY VAPOR ANALYZER	531.90	DAILY
OVA MONITOR	371.70	DAILY
PERSONAL 4 GAS METER	253.80	DAILY
ELECTRIC BLOWER	81.90	DAILY

4. TRAFFIC CONTROL

ARROW BOARD	227.70	DAILY
PORTABLE DECON STATION W/ARROWBOARD	304.20	DAILY
BARRICADES W/ REFLECTORS, EACH	33.30	DAILY
DELINEATOR/REFLECTIVE, EACH	1.80	DAILY
NO TURN RIGHT OR LEFT SIGNS, EACH	16.20	DAILY
TRAFFIC CONE/REFLECTIVE, EACH	2.70	DAILY
TRAFFIC CONTROL SIGNS 48"X48"/REFLECTIVE	37.80	DAILY

5. CLEANING EQUIPMENT

AIR COMPRESSOR	43.20	HOURLY
CHEMICAL DIAPHRAGM PUMP	319.50	DAILY
DECONTAMINATION STATION	217.80	DAILY
DIAPHRAGM PUMP	228.60	DAILY
SUCTION/DISCHARGE HOSE (PER FOOT)	0.90	DAILY
HYDROBLASTER	80.10	HOURLY
INTRINSICALLY SAFE PUMP FOR FUEL TANKS	111.60	DAILY
STEAM MACHINE 1,000 PSI 22 GPM	72.00	HOURLY
STEAM MACHINE 3,500 PSI 6 GPM	62.10	HOURLY
PORTABLE TRASH PUMP	213.30	DAILY
SUBMERSIBLE PUMP	189.00	DAILY
AIR SCRUBBERS PORTABLE	177.30	DAILY
HEPA FILTERS FOR SCRUBBERS	132.30	EACH
55 GALLON CARBON SCRUBBER FOR VAC TRUCKS	202.50	DAILY
3 STALL DECONTAMINATION SHOWER	304.20	DAILY

6. PORTABLE STORAGE UNITS

20-YARD BIN, OPEN TOP	26.10	DAILY
20-YARD BIN, CLOSED TOP	31.50	DAILY
40-YARD BIN, OPEN TOP	26.10	DAILY
40-YARD BIN, CLOSED TOP	33.30	DAILY

4" TANK MANIFOLD	19.80	DAILY
BIN LINERS	54.00	EACH

7. OIL SPILL EQUIPMENT

20' DRUM & SUPPLY TRAILER W/ 4' SIDES & 12,000 GVW	213.30	DAILY
BOOM TRAILER (STANDBY) W/ 1500' OF 8"x12" BOOM	159.30	DAILY
BOOM 8"x12" (DEPLOYED)	1.80	PER FT/DAY
BOOM 4"x12" (DEPLOYED)	0.90	PER FT/DAY
22' TOW/SPILL CONTROL BOAT W/ 200 HP MOTOR	136.80	HOURLY
22' x 8' SELF POWERED BARGE	91.80	HOURLY
19' TOOL SPILL BOAT W/90HP	91.80	HOURLY
17' TOW/SPILL CONTROL BOAT W/ 40 HP MOTOR	76.50	HOURLY
14' TOW/SPILL CONTROL BOAT W/ 25 HP MOTOR	60.30	HOURLY
12' PUNTS	36.00	HOURLY
12' PUNTS W/ 5HP MOTOR	45.00	HOURLY
SPLASH ZONE 2-PART SEALER	167.40	PER GALLON
25 LBS ANCHORS W/ 15' CHAIN	15.30	DAILY
15 LBS ANCHORS W/ 10' CHAIN	10.80	DAILY
24" BOEYS	15.30	DAILY
EMERGENCY RESPONSE TRAILER	478.80	DAILY
ROPE MOP SKIMMER	159.30	HOURLY
DRUM SKIMMER TDS-136 W/ POWER PACK	213.30	HOURLY
SKIM-PAK SERIES 4000 W/ CONTROL SYSTEM	64.80	HOURLY
SKIMMER TRAILER	213.30	DAILY
ABSORBENT BOOM TRAILER	159.30	DAILY
ATV (ALL TERRAIN VEHICLE) W/TRAILER	278.10	DAILY
FORKLIFT TRAILER	100.80	DAILY

8. MATERIALS

10 GALLON DOT DRUM, STEEL	51.30	EACH
15 GALLON DOT DRUM, POLY	51.30	EACH
16 GALLON DOT DRUM, STEEL	51.30	EACH
20 GALLON DOT DRUM, STEEL	54.00	EACH
30 GALLON DOT DRUM, POLY	54.00	EACH
30 GALLON DOT DRUM, STEEL	54.00	EACH
5 GALLON DOT DRUM	18.90	EACH
55 GALLON DOT DRUM, POLY	63.00	EACH
55 GALLON DOT DRUM, STEEL	62.10	EACH
55 GALLON DOT DRUM, BIO	40.50	EACH
85 GALLON DRUM, OVERPAK, STEEL	227.70	EACH
95 GALLON DRUM, OVERPAK, POLY	227.70	EACH
ACID SPILFYTER NEUTRALIZER PER GALLON	79.20	EACH
BASE SPILFYTER NEUTRALIZER PER GALLON	79.20	EACH
BIO-SOLVE (HYDROCARBON ENCAPSULANT)	37.80	PER GALLON
BLEACH	4.50	PER GALLON
CHEMICAL POLY TOTES	328.50	EACH
CHLOR-D-TECT Q4000	18.90	EACH

CITRI-CLEAN, 55 GALLON	850.50	PER DRUM
DIESEL FUEL (EQUIPMENT)	5.40	PER GALLON
DRUM LINER	2.70	EACH
DUCT TAPE	6.30	PER ROLL
FACE SHIELD	13.50	EACH
HAND AUGER	89.10	DAILY
HEPA VACUUM FILTER PROTECTORS	20.70	EACH
HEPA VACUUM REPLACEMENT BAGS	20.70	EACH
OIL SORBENT POM POMS	58.50	PER BALE
PLASTIC BAGS	76.50	PER BOX
PLASTIC SHEETING	76.50	PER ROLL
RAGS, 50 LB BOX	69.30	PER BOX
ROPE 1/2 POLY, 100' ROLL	33.30	PER ROLL
ROPE 5/8 POLY, 100' SPOOL	37.80	PER ROLL
SAMPLE JARS - 1QT	13.50	EACH
SAND BAGS	3.60	EACH
SHRINK WRAP	31.50	ROLL
SIMPLE GREEN	13.50	PER GALLON
SODA ASH	6.30	PER GALLON
SORBENT BOOM W/ JELLING MATERIAL	424.80	PER BALE
SORBENT BOOM, 8"x10"	55.80	EACH
SORBENT PADS 18"x18"x1/4" (200/BALE)	91.80	PER BALE
SUPERFINE, 25 LB BAG	18.90	PER BAG
TRIWALL BOXES	159.30	EACH
VACTOR FLEX HOSE 4"	1.80	PER FOOT
VACTOR FLEX HOSE 6"	2.70	PER FOOT

9. TOOLS AND OTHER EQUIPMENT

BIO-HAZARD "BLOOD" SPILL KIT	106.20	EACH
BOAT HOOKS 3'-9' TELESCOPING	7.20	DAILY
BOBCAT SWEEPER ATTACHMENT	225.00	DAILY
CHEST WADERS	63.00	DAILY
14 PORTABLE GAS POWERED ABRASIVE SAW	152.10	DAILY
COM-A-LONG - 4000 LBS	6.30	DAILY
CUTTING TORCH	153.90	DAILY
DRUM SAMPLING ROD (GLASS)	7.20	EACH
DRUM VACUUM - 55 GALLON	122.40	DAILY
EXTENSION LADDER	13.50	DAILY
EYEWASH STATION	33.30	DAILY
FIRE PROTECTION SUIT (1500 DEGREE PROTECTION FACTOR)	227.70	DAILY
FORK LIFT	225.00	DAILY
GENERATOR, 10KV TRAILER MOUNTED	36.00	HOURLY
GENERATOR, 5500 WATTS	126.90	DAILY
HAND TOOLS	54.00	DAILY
HAND WASHING STATION	51.30	DAILY
HAZ-CAT KIT	20.70	PER TEST
HEAVY DUTY JETTER NOZZLES	241.20	DAILY

HEPA VACUUM (DRY)	159.30	DAILY
HIP WADERS	54.00	DAILY
HUDSON SPRAYER	20.70	DAILY
JACK HAMMER 90 LBS	126.90	DAILY
LIFE JACKETS	16.20	DAILY
LIGHT STAND (2 BULBS)	37.80	DAILY
LIGHT TOWER (4 BULBS)	304.20	DAILY
MEALS ON SPILLS	7.20	EACH
MERCURY VACUUM	531.90	DAILY
NON-SPARKING COLD CUTTER / RIVET BUSTER	100.80	DAILY
NON-SPARKING COLD CUTTER TIPS	31.50	EACH
PER DIEM ALLOWANCE ON TRAVEL	167.40	DAILY
PICKS "MINERS"	2.70	DAILY
PLUG & DIKE, 1 LB CAN	26.10	EACH
POLY SIPHON (POGO) PUMP	19.80	EACH
PORTABLE RESTROOM W/SINK	159.30	DAILY
PROFILING FEE (PER WASTE STREAM)	80.10	EACH
RADIO 2-WAY, INTRINSICALLY SAFE	42.30	DAILY
SAWZALL	84.60	DAILY
SKIL SAW	37.80	DAILY
STEEL SPIKES, 36"	5.40	DAILY
TRANSFER HOSES, 1 - 4"	45.00	DAILY
TRUCK RAMPS (30,000 LBS)	304.20	DAILY
VAPOR TIGHT DROP LIGHTS	159.30	DAILY
VENTILATION FAN	122.40	DAILY
WATER METER	266.40	DAILY
WATER TANK TRAILER W/ PUMP	360.00	DAILY
DRUM DOLLY	25.20	DAILY

10. PERSONAL PROTECTIVE EQUIPMENT (PPE)

LEVEL "A" - FULLY ENCAPSULATED GAS-TIGHT SUIT WITH SCBA	505.80	PER SET
LEVEL "B" - POLY-TYVEK THROUGH FULLY ENCAPSU- LATED SUIT, BUT NOT GAS TIGHT W/SCBA	159.30	PER SET
LEVEL "C" - TYVEK THROUGH SARANEX SUIT W/ AIR PURIFYING RESPIRATOR	69.30	PER SET
LEVEL "D" - TYVEK, POLY-TYVEK, COVERALL OR RAINGEAR SUIT WITH GLOVES, BOOTS, HARDHAT AND SAFETY GLASSES	33.30	PER SET

MINIMUM CHARGES

Four (4) hour minimum charges will apply to all call outs. Portal to Portal rates apply. Time charges include personnel, equipment and materials for preparation, mobilization, travel to and from site, demobilization, decontamination, transportation and unloading.

HOLIDAYS OBSERVED

New Year's Day

Labor Day

Martin Luther King's Jr.'s Birthday

President's Day

Memorial Day

Fourth of July

Columbus Day

Veteran's Day

Thanksgiving Day and day after

Christmas Day

DEFINITIONS

Straight Time: Monday through Friday, from 7:00 a.m. to 4:00 p.m.

Overtime: Monday through Friday, before 7:00 a.m. and after 4:00 p.m., and all day on Saturdays

Premium Time: Sundays, following Holidays

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 \$5,000,000.00 per occurrence, \$10,000,000.00 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 \$2,000,000.00 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 \$2,000,000 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).

Environmental Impairment Liability Insurance. Contractor shall maintain environmental impairment liability insurance which shall be written on a form acceptable to the City providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. Said policy shall include an endorsement for "materials in transit". The policy limit shall be no less than \$5,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations."

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, or employees.

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.

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

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

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 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 any part engaged in the project will be submitted to City for review.

City'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. 6.4



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Joshua Nelson, City Engineer *JN*

DATE: March 26, 2020

SUBJECT: Consideration of a Memorandum of Agreement with the San Gabriel Valley Council of Governments for the implementation of the San Gabriel Valley Regional Vehicle Miles Travelled Analysis Model for an amount not-to-exceed \$14,855.00

Background:

The passage of SB 743 (Steinberg, 2013) in California changes how transportation impacts are measured under the California Environmental Quality Act (CEQA) in the review of land use and transportation plans and projects. SB 743 prohibits identification of automobile delay as a significant impact on the environment within CEQA transportation analysis, thereby removing Level of Service (LOS) as the primary measure of transportation impacts of environmental significance and required the Governor's Office of Planning and Research (OPR) to develop revisions to CEQA Guidelines establishing criteria for determining the significance of transportation impacts. OPR subsequently selected Vehicles Miles Travelled (VMT) as the preferred metric to comply with SB 743.

As a result of these changes, lead agencies under CEQA will be required to analyze project-related VMT to determine whether transportation impacts from a given development would constitute a significant environmental impact under CEQA beginning July 1, 2020. In order to properly evaluate impacts, it will be necessary for local agencies to establish methodologies and quantified thresholds from which to determine levels of significance.

Discussion:

The City currently has no methodology or mechanism in place to transition to these new requirements. After receiving requests from a majority of the San Gabriel Valley cities to lead a regional effort to assist cities with completing these VMT requirements, the San Gabriel Valley Council of Governments (SGVCOG) conducted a comprehensive Request-for-Proposals (RFP) process. As a result, Fehr and Peers was selected as the most qualified firm to provide professional consultant services to complete the San Gabriel Valley Regional VMT Analysis Model. The details of the scope of work, including the methodology and guidelines of this project, can be found in Exhibit A of the MOA.

This project will analyze existing traffic conditions in the region to arrive at a baseline standard from which to determine significance thresholds for future land use and transportation projects. It will result in recommendations for establishing methodology, thresholds, and technical tools and procedures for CEQA analysis and transportation impacts of land use and transportation projects and plans in the local jurisdictions within the San Gabriel Valley.

The following 26 San Gabriel Valley cities have submitted confirmation to participate in the model:

Alhambra	Industry	Rosemead
Arcadia	Irwindale	San Marino
Azusa	La Cañada Flintridge	San Gabriel
Baldwin Park	La Puente	Sierra Madre
Claremont	La Verne	South El Monte
Covina	Montebello	Temple City
Diamond Bar	Monterey Park	Walnut
Duarte	Monrovia	West Covina
El Monte	Pomona	

The MOA, which can be found in Exhibit B, identifies the following roles and responsibilities for the SGVCOG and each participating city (City):

- SGVCOG:
 - Undertake procurement and management of consultant(s) to complete the Model. Execute a contract with the consultant for the development of the Model.
 - Manage all invoicing and billing.
 - Review draft deliverables prepared by the consultant for accuracy prior to submission to City.
 - Coordinate with the consultant to ensure consultant's participation in calls and meetings.
 - Manage ongoing coordination of project calls with the Parties and the consultant throughout the development of the Model.
 - Review and provide comments on draft communications and documents related to MOA products.
- City:
 - Participate in coordination calls and meetings with all parties and consultant throughout the development of the Model, as necessary.
 - Provide a point-of-contact with name, title, and contact information.
 - Actively engage in the development of the study including, but not limited to, promptly responding to all correspondence.
 - Review and provide comments to consultant on deliverables as identified in the Scope of Work.

- Participate in check-in calls and/or meetings with consultant. Participate in coordination calls with all Parties, as necessary.
- Pay the invoice submitted by the SGVCOG.

Fiscal Impact:

The fiscal impact of the project is \$14,855.00. An appropriation of \$14,855.00 from the General Fund Reserves to General Fund-Public Works-Professional Services (Account No. 100-622-5120.01).

Recommendation:

- 1) Approve the Memorandum of Agreement with the San Gabriel Valley Council of Governments; and
- 2) Appropriate \$14,855.00 from the General Fund Reserves to General Fund-Public Works-Professional Services (Account No. 100-622-5120.01).

Exhibit:

A. Memorandum of Agreement with the San Gabriel Valley Council of Governments

TH/JN:jf

EXHIBIT A

Memorandum of Agreement with the San Gabriel Valley Council of Governments

[Attached]

**MEMORANDUM OF AGREEMENT
BETWEEN THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
AND THE CITY OF INDUSTRY FOR PARTICIPATION OF THE SAN
GABRIEL VALLEY REGIONAL VMT ANALYSIS MODEL**

This Memorandum of Agreement (“MOA” or “Agreement”) is made as of March 26, 2020 (“Effective Date”) by and between the City of Industry, a municipal corporation (“City”), and the San Gabriel Valley Council of Governments, a California joint powers authority (“SGVCOG”). City and SGVCOG may be referred to herein collectively as the “Parties” or individually as a “Party.”

RECITALS:

- A. SGVCOG was established to have a unified voice to maximize resources and advocate for regional and member interests to improve the quality of life in the San Gabriel Valley by the member cities and other local governmental agencies.
- B. City seeks to participate in the San Gabriel Valley Regional Vehicle Miles of Travel (VMT) Analysis Model (“Model”), to obtain Vehicle Miles Travelled (“VMT”) thresholds and mitigation measures, as well as a VMT evaluation tool, specific to the City, for development projects as set forth in the Scope of Work from the Request for Proposal for Model, attached hereto as Exhibit “A” and incorporated herein by this reference.
- C. City and SGVCOG desire to set forth the terms of their ongoing collaboration with respect to this effort in this MOA.

NOW, THEREFORE, the Recitals are made a substantive part of this Agreement and the Parties further agree as follows:

I. TERM:

The term of this MOA shall commence as of the Effective Date, and shall continue through December 31, 2020, unless sooner terminated pursuant to the terms of this Agreement. The term of this MOA may be extended by mutual written agreement of the Parties.

II. RESPONSIBILITIES OF THE PARTIES:

A. SGVCOG.

SGVCOG will:

- 1. Undertake procurement and management of consultant(s) to complete the Model. Execute a contract with the consultant for the development of the Model.
- 2. Manage all invoicing and billing.
- 3. Review draft deliverables prepared by the consultant for accuracy prior to submission to City.
- 4. Coordinate with the consultant to ensure consultant’s participation in calls and meetings.

5. Manage ongoing coordination of project calls with the Parties and the consultant throughout the development of the Model.
6. Review and provide comments on draft communications and documents related to MOA products.
7. Submit one invoice to the City, in the amount that does not exceed \$14,855.00, as follows:
 - The payment of the invoice will be due within thirty (30) days upon the City's receipt of the invoice for one hundred percent (100%) of the total cost.

B. City.

City will:

1. Participate in coordination calls and meetings with all parties and consultant throughout the development of the Model, as necessary.
2. Provide a point-of-contact with name, title, and contact information. If the point-of-contact is reassigned or no longer with the City, a new point-of-contact must be designated within five (5) business days.
3. Actively engage in the development of the Model including, but not limited to, promptly responding to all correspondence (phone calls and e-mail communications), responding to data requests, and attending any necessary meetings.
4. Review and provide comments to consultant on deliverables as identified in the Scope of Work.
5. Participate in check-in calls and/or meetings with consultant. Participate in coordination calls with all Parties, as necessary.
6. Approve within five (5) business days any deliverables that can be approved by staff or ten (10) business days any items that need to be approved by city attorney or city manager.
7. Pay the invoice submitted by the SGVCOG within thirty (30) days.

III. PROJECT MANAGEMENT:

A. Project Managers.

1. For the purposes of this MOA, SGVCOG designates the following individual as its Project Manager: Alexander Fung, Management Analyst.
2. For the purposes of this MOA, the City designates the following individual as its Project Manager: Joshua Nelson, Director of Public Works

Either Party may change the designations set forth herein upon written notice to the other Party.

IV. DEFAULT; REMEDIES:

- A. Default. A "Default" under this MOA is defined as any one or more of the following: (i) failure of either Party to comply with the terms and conditions contained in this MOA; and/or (ii) failure of either Party to perform its

obligations set forth herein satisfactorily or make sufficient progress towards completion of the Model.

- B. Remedies. In the event of a Default by either Party, the non-defaulting Party will provide a written notice of such Default and thirty (30) days to cure the Default. In the event that the defaulting Party fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period and to the satisfaction of the non-defaulting Party, the non-defaulting Party may terminate this MOA. Such termination shall be effective immediately. The remedies described herein are non-exclusive. In the event of a Default by either Party, the non-defaulting Party shall have the right to seek any and all remedies available at law or in equity.

V. INDEMNIFICATION:

- A. City agrees to defend, indemnify, and hold free and harmless the SGVCOG, its elected and appointed boards, officials, officers, agents, employees, members, and volunteers, at City's sole expense, from and against any and all claims, actions, suits, or other legal proceedings brought against the SGVCOG, its elected and appointed boards, officials, officers, agents, employee members, and volunteers arising out of or relating to the acts or omissions of City in connection with this Agreement.
- B. SGVCOG agrees to defend, indemnify, and hold free and harmless the City, its elected officials, officers, agents, employees, and volunteers, at SGVCOG's sole expense, from and against any and all claims, actions, suits, or other legal proceedings brought against the City, its elected officials, officers, agents, employees, and volunteers arising out of or relating to the acts or omissions of SGVCOG in connection with this Agreement.
- C. To the extent allowed by State law, SGVCOG shall require that the consultant(s) defend and indemnify the City and its elected officials, officers, agents, employees, and volunteers (the "City Indemnitees") from and against any and all claims, actions, suits, or other legal proceedings (collectively, "Claims") brought against the City arising out of or relating to the acts or omissions of the consultant(s) in connection with the Scope of Work, in the agreement between the consultant and SGVCOG; provided that SGVCOG shall not be liable to the City Indemnitees by way of agency or any other theory of liability for any such Claims..

VI. INSURANCE:

- A. City and SGVCOG shall maintain and keep in full force and effect during the term of this MOA insurance or a program of self-insurance against claims for injuries to persons or damages to property which may arise in connection with City's or SGVCOG's performance of its obligations hereunder.

VII. OTHER TERMS AND CONDITIONS:

A. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by electronic mail or certified mail, postage prepaid and return receipt requested, addressed as follows:

To SGVCOG: Alexander Fung
Management Analyst
1000 S. Fremont Avenue, Unit 42
Building A-10N, Suite 10-210
Alhambra, CA 91803
(626) 457-1800
afung@sgvcog.org

with a copy to: Marisa Creter
Executive Director
1000 S. Fremont Avenue, Unit 42
Building A-10N, Suite 10-210
Alhambra, CA 91803
(626) 457-1800
mcreter@sgvcog.org

To City: Troy Helling
City Manager
15625 Stafford Street
Industry, CA 91744
626-333-2211
telling@cityofindustry.org

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

B. No Partnership. This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or a joint venture between the Parties. Except as otherwise specifically provided in the Agreement, neither Party shall be authorized to act as an agent of or otherwise to represent the other Party.

C. Entire Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the Parties in interest at the time of such modification.

D. Governing Law. This Agreement shall be governed by and construed under California law and any applicable federal law without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the Parties hereto agree that the sole and exclusive venue

shall be a court of competent jurisdiction located in Los Angeles County, California.

- E. Attorneys' Fees. In the event that there is any litigation or other legal proceeding between the Parties in connection with this Agreement, each Party shall bear its own costs and expenses, including attorneys' fees.
- F. Excusable Delays. Neither Party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, floods, earthquakes, fires, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected Party. Each Party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this Agreement.
- G. Waiver. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought.
- H. Headings. The section headings contained in this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.
- I. Assignment. Neither Party may assign its interest in this Agreement, or any part thereof, without the prior written consent of the other Party. Any assignment without consent shall be void and unenforceable.
- J. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- K. Authority to Execute. The person executing this Agreement on behalf of a Party warrant that they are duly authorized to execute this Agreement on behalf of said Party, and that by doing so said Party is formally bound to the provisions of this Agreement.
- L. 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.

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

FOR THE CITY OF INDUSTRY

FOR THE SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS

By: _____
Troy Helling
City Manager

By: _____
Marisa Creter
Executive Director

ATTEST:

ATTEST:

Julie Gutierrez-Robles, City Clerk

Marisa Creter, Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

James M. Casso
City Attorney

David DeBerry
General Counsel

EXHIBIT A
SCOPE OF WORK FOR
SAN GABRIEL VALLEY REGIONAL VMT ANALYSIS MODEL

Task 1 - Project Management

Task 1.1- Kickoff Meeting. The Consultant shall conduct a kickoff meeting. The primary objectives will be to review scope, schedule, project goals and key issues.

Task 1.1 Deliverables: Meeting Notes and Materials for Kickoff Meeting.

Task 1.2 -Project Team Coordination. Monthly project team meetings, regular phone and email check-ins, and other communications will ensure the tasks listed in this SOW stay on schedule and within budget.

Task 1.2 Deliverables: Monthly Meeting Notifications, Agendas, and Notes.

Task 1.3- Invoicing and Contracts. The Consultant shall provide monthly invoices to the SGVCOG and coordinate any contracting paperwork/logistics.

Task 1.3 Deliverables: Monthly Invoices and Coordination on Contracts.

Task 2 - Methodology for Vehicle Miles Traveled

The Consultant shall review tools for estimating VMT in the study area. Based on this review, the Consultant shall develop a methodology for measuring Vehicle Miles Traveled (VMT) based on a method supported by the State of California Office of Planning and Research (OPR) in the implementation of SB 743 guidelines, including VMT screening. The findings and recommendations will be presented as a memorandum, and will consider projects' effect on both baseline and cumulative conditions, using separate methodologies if appropriate. The Consultant shall explore and depict existing practices and methodologies utilized by cities in regions similar to the San Gabriel Valley in the memorandum, explore options for dividing the San Gabriel Valley by districts or areas with different methodology tailored to each district/area (dependent on the intensity and type of existing land uses), and discuss options for capitalizing on multi-modal opportunities in a built-out community. This includes identifying applications when to institute VMT for purposes of evaluating incoming development.

Task 2 Deliverable: Memorandum Outlining Methodology for Vehicle Miles Traveled.

Task 3 - Develop VMT Thresholds and Mitigation Measures

For each participating City, the Consultant shall develop and establish VMT thresholds of significance for project-specific and cumulative impacts (Land- Use, Land-Use Plan, and Transportation projects) that promote (1) reduction of greenhouse gas emissions; (2) development of multi modal transportation networks; and (3) a diversity of land uses. Thresholds shall be for existing and proposed land uses that will be used for analyzing transportation impacts in CEQA analyses. The Consultant shall provide mitigation measures compliant

with CEQA Guidelines Section 15064.3. The mitigation measures shall be developed based on Transportation Demand Management strategies available to reduce VMT as documented by State agencies and best practice research. Mitigation measures shall then be refined through application of specific Transportation Demand Management measures to quantifiably mitigate potential VMT impacts. The Consultant shall identify ranges of effectiveness for the mitigation measures appropriate for each City, including transit, Transportation Demand Management, Active Transportation, and other trip/travel reduction strategies. The Consultant shall then coordinate with each City to determine which measures will be required as part of the project entitlement process and what measures will be optional. These items shall be presented in memorandum, with graphics and tables to present topics and concepts when appropriate.

Task 3 Deliverable: Memorandum on VMT Thresholds and Mitigation Measures for each participating City.

Task 4 - Develop VMT Evaluation Tool for Incoming Development Projects

To be able to assess VMT project-specific and cumulative impacts for incoming developments on individual projects, the Consultant shall prepare an interactive spreadsheet for each City that will assess VMT impacts based on land use type and VMT reduction strategies (e.g., multimodal infrastructure improvements, number of parking spaces constructed/utilized, and Transportation Demand Management programs to be instituted as part of the project). The interface should be simple for City employees and developers alike to easily understand impacts for projects submitted and to quantify the effectiveness of mitigation measures on reducing VMT.

Task 4 Deliverable: Interactive Spreadsheet to Assess VMT Impacts for Incoming Development Projects.

Task 5 - Sample Projects

The Consultant shall work with each participating City to identify projects to test through the significance criteria. Potential mitigation measures and realistic assessments of effectiveness in VMT reduction will be identified for various geographies and project types.

Task 5 Deliverable: Memorandum on Sample Projects.

Task 6 - Traffic Impact Analysis Guidelines

The Consultant shall update each City's Traffic Impact Analysis Guidelines to include VMT analysis for CEQA purposes, in addition to retaining Level of Service (LOS) methodology for General Plan compliance. This should include an evaluation of potential enhancements and recommended changes to the existing LOS-based guidelines.

Task 6 Deliverable: Updated Traffic Impact Analysis Guidelines.

Task 7 - Public Hearing Support

The Consultant shall attend and participate in one public meeting for each participating City. This will include attending, presenting, and responding to questions at either a City Council, Commission, Committee, or other public meeting/hearing.

Task 7 Deliverable: Public Meeting Attendance

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, City Engineer *JN*
Dev Birla, Operations Manager, CNC Engineering

DATE: March 26, 2020

SUBJECT: Consideration of Amendment No. 1 to the Maintenance Services Agreement with SST Construction, LLC, for maintenance at the Metrolink Solar Carport Facility, extending the term through June 30, 2022, revising the rate schedule, and increasing compensation by \$45,000.00, for a total Agreement amount not-to-exceed \$150,000.00

Background:

On October 27, 2016, the City Council approved the Maintenance Services Agreement (“Agreement”) with SST Construction, LLC (“SST”) for the Metrolink Solar Carport Facility (“Facility”) with a budget of \$105,000. The scope of services included the full Operation and Maintenance (“O&M”) responsibility for the Facility located at 600 South Brea Canyon Road. The scope also included providing 24/7 monitoring, coordination and dispatching of vendors subcontracted for the response services, trouble-shooting and corrective maintenance, routine inspections, preventative maintenance and technical support as necessary to ensure reliable and optimized operation. SST also provided annual solar panel washing and submission of the schedule forecast of the Facility’s hourly electric output using Southern California Edison’s (“SCE”) web-based system for the forecasting electric energy to be received by SCE.

Discussion:

The Agreement expired on October 27, 2019. Amendment No. 1 is necessary to extend the term thereby allowing SST to continue providing the O&M services for the Facility. Staff proposes extending the term through June 30, 2022 with a companion increase in compensation of \$45,000.00. Additionally, the current rate schedule under the original

Agreement was approved in 2016 and an updated rate schedule is proposed to reflect SST's current rates.

Fiscal Impact:

The fiscal impact for Amendment No. 1 is \$45,000.00 (Account No. 161-350-5065). An appropriation of \$45,000.00 is requested from General Fund Reserves to IPUC Electric-Metrolink-Other Contracted Services. Staff plan to move this funding to the City's General Fund from the IPUC funds next fiscal year. The City will receive revenue that the solar panel facility generates and in turn will cover the cost of this Agreement in the future.

Recommendation:

- 1) It is recommended that the City Council approve Amendment No. 1 to the Maintenance Services Agreement with SST Construction, LLC, extending the term through June 30, 2022, revising the rate schedule, and a companion budget increase in the amount of \$45,000.00, for a total amount not-to-exceed of \$150,000.00; and
- 2) Appropriate \$45,000.00 from General Fund Reserves to IPUC Electric-Metrolink-Other Contracted Services (Account No. 161-350-5065).

Exhibit:

- A. Amendment No. 1 to the Maintenance Services Agreement with SST Construction, LLC, dated March 26, 2020

TH/JN/DB:jf

EXHIBIT A

Amendment No. 1 to the Maintenance Services Agreement with SST Construction, LLC,
dated March 26, 2020

**AMENDMENT NO. 1
TO MAINTENANCE SERVICES AGREEMENT WITH SST CONTSTRUCTION, LLC.**

This Amendment No. 1 to the Maintenance Services Agreement (“Agreement”), is made and entered into this 26th day of March, 2020, (“Effective Date”) by and between the City of Industry, a public corporation (“City”) and SST Construction, LLC, a limited liability company (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about October 27, 2016, the City approved the Agreement with Consultant, to provide solar facility operations and maintenance services located at the Metrolink Solar Carport Facility; and

WHEREAS, the Agreement expired on October 27, 2019, and the Parties desire to amend the Agreement to extend the term through June 30, 2022, increase the compensation to allow for continued services and amend in its entirety the Rate Schedule to reflect Consultant’s current rates; and

WHEREAS, it is also necessary to amend the Agreement to reflect the current address for the City’s 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, is hereby amended in its entirety to read as follows:

1. TERM

This Agreement shall commence on the October 28, 2019, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2022, unless sooner terminated pursuant to the provisions of this Agreement.

Section 5, Compensation, is hereby amended as follows:

4. PAYMENT

The second sentence of Section 4 (a) is amended as follows:

This amount shall not exceed One Hundred Fifty Thousand Dollars (\$150,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

15. NOTICES

Section 15 is hereby revised to reflect the current address of the City Attorney as follows:

With a copy to:
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”
SST CONSTRUCTION, LLC**

By: _____
Troy Helling, City Manager

By: _____
Derek Chase, President

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

ATTACHMENT 1

**EXHIBIT B
Rate Schedule**

O&M Task Description	Price
1) Monitoring, Coordination, Dispatch, Forecast, Debrief and Reporting	\$0/Year
2) Preventative Maintenance (Appendix 1)	\$ 7,280/Year
3) Troubleshoot, Service and Repair (Appendix 2)	\$ 150/Hour
4) Travel Time (to and from site)	25 minutes (17miles)
5) Panel Wash (Appendix 3)	
\$8,200 per occurrence, as needed	\$ 8,200/per occurrence
Deionized Water	\$ 3,000/per occurrence
6) Other Tasks (Appendix 4)	
Calibration of Electric Meter	\$ 5,500 on demand
Short circuit testing of strings	\$ 3,300/Year
IV curve testing	Included w/ short circuit test
Megger test of conductors	\$ 3,300/Year
Thermal Imaging	\$ 5,500/Year
100% IV Curve Measurement and Trace Report	Included
ITR Thermal Imaging Report	Included
7) Vehicle and Equipment	Included

Qualification Per Task	Hourly Rate
Journeyman Electrician	\$ 118/Hour
Electrician	\$ 106/Hour
Master Electrician	\$ 150/Hour
Service Technician	\$ 95/Hour

**EXHIBIT A TO AMENDMENT NO. 1:
MAINTENANCE SERVICES AGREEMENT WITH SST CONSTRUCTION, LLC.
DATED OCTOBER 27, 2016**

CITY OF INDUSTRY

MAINTENANCE SERVICES AGREEMENT

This MAINTENANCE SERVICES AGREEMENT ("Agreement"), is made and effective as of October 27, 2016 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and SST Construction, LLC, a 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 October 27, 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 solar facility operations and maintenance 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 Five Thousand Dollars (\$105,000.00) 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.

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.

(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.

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:	James M. Casso, City Attorney

City of Industry, CA 91746

13200 Crossroads Parkway North, Suite 345

To Consultant:

Derek Chase, President
SST Construction, LLC
2731 Citrus Road, Suite D
Rancho Cordova, CA 95742

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 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.

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

By: 
Paul Philips, City Manager

"CONSULTANT"
SST Construction, LLC

By: 
Derek Chase, President

Attest:

By: 
Diane 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 have full Operations & Maintenance (“O&M”) responsibility for the Metrolink Solar Carport Facility (“Facility”) located at 600 South Brea Canyon Road. Consultant will provide 24/7 monitoring, coordination and dispatching of vendors subcontracted for security and landscaping, and provide CAISO communication functions (CAISO is defined as the “California Independent System Operator or its regulatory successor, as applicable”); and to perform all Facility O&M including response services, corrective maintenance, preventive maintenance, warranty compliance and technical support, as necessary to ensure reliable, optimized operations. In addition, the Consultant will maintain As-Built drawings and configuration records of the facilities. The Consultant will also be required to perform some modest forecasting and reporting tasks.

1. Monitoring, Coordination and Dispatching (24/7 Dispatcher)

- Consultant shall have on-call service 24/7 and be able to provide onsite response within 24 hours of notification. Notification could be from the City, but primarily from Power Viewer web based solar monitoring system that triggers alarms and presents Facility data in near real-time. Consultant responsible to:
 - Acknowledge, assess severity and nature of alarm (i.e., false positive, restore service or repair as required, etc.) and prioritize (“Alert Triage”).
 - Determine if performance is outside range of acceptable parameters.
 - Determine required action: clear alarm, dispatch Consultant’s personnel to troubleshoot or inform City and City’s subcontracted service providers of required action.

2. Dispatching of Subcontractors and Own Employees

Consultant shall monitor, inform the City and its vendors, coordinate and dispatch required services for subcontracted services, including but not limited to:

- 1) EV and PV Switchgear: All alarms, corrective and preventive maintenance to be coordinated with the City. Consultant is to perform work or provide an acceptable subcontractor to accomplish the work; all subcontractors are to be approved by the City.
- 2) CAISO Meter: All alarms or loss of meter read to be coordinated with City, CAISO and approved subcontractor. Troubleshooting could involve AT&T, Verizon and other vendors. Consultant is to perform work or provide an acceptable Metering subcontractor or approved personnel to the City.
- 3) Network Facilities: All network cabling issues to be coordinated with City and City network staff.
- 4) DAS/RIG: Contact and coordinate with City and DAS/RIG subcontractor for response to issues related to CAISO and metering, alarms or loss of communication from DAS, RIG, networking, or

communication equipment, and loss of access to Power Viewer solar monitoring system. Consultant shall provide qualified personnel or an acceptable subcontractor to the City.

- 5) Monitor wireless security system alarms. Communicate and coordinate with City monitoring company's customer service center for wireless system alarms.
- 6) Monitor cameras for proper function. Install software (from City) on computer at Dispatcher's call center to remotely view security cameras. Coordinate with City security staff.
- 7) Primary communication coordinator for:
 - On-site security reporting of suspicious activities or facility concerns.
 - Issues related to vegetation that may impact solar generation or other O&M functions. Notify City to dispatch municipal maintenance contractor.

3. Troubleshooting and Service Response

If alarms or performance outside of acceptable parameters indicate the need for onsite operations, Consultant shall visit the site within 24 hours to troubleshoot the Facility and determine whether a service or repair operation is needed to restore system performance. For equipment not included in the Consultant's Scope of Services, the City-hired vendor must be contacted within 4 hours and dispatched within 24 hours to complete Service operations. Service operations refer to operations that restore equipment performance without repair such as the resetting of switches and circuit breakers. A log of troubleshooting, service and repairs performed at the MetroLink Solar Facility since December 2013 is provided in Appendix 5.

4. Corrective Maintenance

Corrective or unscheduled maintenance primarily will involve performing any service or replacing any part of the Facility that becomes unfit or unavailable for use and performing the repair necessary to restore full operation. Appendix 2 provides a list of corrective or reactive maintenance measures that would be expected to be performed to fix problems. The Consultant shall be responsible to maintain an ongoing corrective maintenance report.

5. Routine Inspections and Preventive Maintenance

Consultant shall establish a routine inspection schedule for the Facility and perform preventive maintenance for the solar, interconnection and CAISO metering facilities¹. Consultant shall perform preventive maintenance intended to follow the industry standard for proactive maintenance: 1) to keep Facility equipment in good repair, safe operating condition, appearance and working order; 2) to keep Facility equipment in compliance with the manufacturer's recommendations, warranties and standard practices but in no event less than prudent industry practices; 3) to properly service all Facility equipment following manufacturer's written operating and servicing procedures. Routine inspection and preventive maintenance provided by Consultant shall include, but is not limited to, the following tasks (detailed in Appendix 1):

¹ While included in routine inspection, no preventive maintenance will be performed on electric vehicle (EV) charging and LED lighting facilities.

- Visual inspection of and reporting damage to carport structures
- Visual inspection for damage or foreign debris for all Facility equipment
- Identification of potential shading and equipment encroachments
- Inspect and verify wire connections for proper torque
- Calibration of Facility equipment per manufacturer specification
- Infrared scan of PV modules and other equipment connections
- Inspect and test fuses and breakers
- Inspect and test sensor equipment, DAS and weather station
- Inspect and maintain disconnects and combiner boxes
- Transformers and associated AC electrical distribution
- Wear and Tear Repairs

Appendix 1 provides a detailed preliminary list of routine inspection and preventive maintenance tasks.

6. As-Builts and Configuration Control

Consultant, upon any and all maintenance to the facility and its equipment, shall update all CAD As-Built Drawings to reflect the changes that were made previously or at the time of service. These files shall be made available to the City in order to keep the operations and maintenance manual up-to-date as the facility is reconfigured. Also, all As-Built Drawings and records of configuration changes shall be made freely available to City and its contractors.

7. Forecasting, Performance Debrief and Reporting

PPA and CAISO Forecasting and Scheduling

- Schedule forecast of Facility hourly electric output using SCE's web-based system (SCE PCI Module) per requirements for forecasting electric energy to be received by SCE. The City will provide initial hourly forecast based on historical generation.
- Schedule any generation outages using SCE PCI Module.

Performance Debrief (via telephone)

- City shall prepare and provide to Consultant quarterly performance report similar to Appendix 6 which Consultant and City shall jointly review and assess.

Reporting (can be provided electronically to City)

- Provide documentation of any troubleshooting, service or repair completed during site visit. Documentation of site visit is condition for payment.
- Document observations or findings from routine inspection.
- Document preventive maintenance or testing operation and provide City with brief outline on recommended measures.

- Promptly furnish or cause to be furnished any information as may be required to enable the City to respond to CAISO or SCE.
- Provide current as built information and updated drawings to maintain configuration control

PM Activity	Facility Component	Description of Preventive Maintenance Task	Interval	Provider
General				
Manage	Facility	Document program to inspect and maintain equipment as specified by manufacturer /supplier. Compile data sheets and maintenance checklists and confirm with manufacturer /supplier.	Per Man Spec Per Man Soec	Consultant
Full Inspection	Facility	Ensure that there is appropriate signage and warnings that identifies potential hazards.	Annual	
Full Inspection	Facility	Ensure facility components (inverters, combiner boxes, disconnect switches, switchgear, etc.) are not accessible to unqualified personnel, and require tools or have locks to prevent unauthorized access to the equipment.	Annual	Consultant
Visual Inspection	Facility	Look for any signs of intrusion by pests such as insects and rodents. Remove any nests from electrical boxes (junction boxes, pull boxes, combiner boxes) or arrays. Use safe sanitation practices because pests may carry disease.	Annual	Other
Service	Facility	For any service ensure proper use of lockout/tagout procedures, personal protective equipment (PPE) and appropriate procedures for safely disconnecting live circuits.	Continual	Consultant
Service	Facility	Use torque marks on specified connections to ensure lugs are tightened to proper torque values. If not visible, technician can mark lug after torquing during maintenance visit. Proper torque mark is made with specialized torque marking pen. The mark is a straight line through the lug and the housing.	Continual	Consultant
PV ARRAYS				
Visual Inspection	PV Array	Confirm modules are securely attached. Inspect modules for excessive soiling from dirt buildup or animal droppings. Check for shading from vegetation growth.	Annual	PV Array Technician
Visual Inspection	PV Array	Inspect PV modules for defects that can appear in the form of burn marks, discoloration, delamination, or broken glass.	Annual	PV Array Technician
Visual Inspection	PV Racking	Inspect racking system for defects including rust, corrosion, sagging, and missing or broken clips or bolts.	Annual	PV Array Technician
Visual Inspection	PV Array	Ensure module wiring is secure, <u>not</u> hanging loose and exposed to potential damage, bent to unapproved radius, or stretched across sharp or abrasive surfaces. Check for aging & corrosion.	Annual	PV Array Technician
Full Inspection	PV Array	Test open circuit voltage of series strings of modules	Annual	PV Array Technician
Full Inspection	PV Modules	Use infrared camera to inspect for hot spots	Annual	PV Array Technician
Full Inspection	PV Modules	PV module torque check & visual inspection. Racking torque check and inspection.	5-Years	PV Array Technician
Balance of System (BOS) - AC				

Visual Inspection	AC Wiring	Verify condition of wire transition junction boxes for weatherproofing, corrosion and security of internal wiring connections. Seal boxes if required.	Annual	Electrician
Full Inspection	AC Wiring	Verify physical condition of AC conduits and ensure all connections still weather tight.	Annual	Electrician
Visual Inspection	AC Wiring	Verify condition of AC disconnect(s). Open and look for signs of corrosion or damage. Check to make sure cabinet penetrations are properly sealed and no evidence of water ingress. Check	Annual	Electrician

PM Activity	Facility Component	Description of Preventive Maintenance Task	Interval	Provider
Visual Inspection	AC Wiring	Check position of AC disconnect switches and breakers.	Annual	Electrician
Service	AC Wiring	Re-torque all electrical connections on AC side of system.	Annual	Electrician
Balance of System (BOS) - DC				
Visual Inspection	DC Wiring	Verify condition of DC conduits and connections, inspect for proper support, bushings, and expansion joints, where needed.	Annual	Electrician
Visual Inspection	DC Wiring	Verify condition of DC disconnect(s). Open and look for signs of corrosion or damage. Check to make sure cabinet penetrations are properly sealed and there is no evidence of water ingress. Check torque marks on field terminations.	Annual	Electrician
Visual Inspection	DC Wiring	Check proper position of DC disconnect switches.	Annual	Electrician
Visual Inspection	Combiner Boxes, DC Wiring	Verify external and interior condition of DC combiner boxes. Look for debris inside boxes and any evidence of damaging water intrusion. Look for discoloration on the terminals, boards, and fuse holders. Check torque marks on field connections.	Annual	Electrician
Full Inspection	DC Wiring	Inspect cabling for signs of cracks, defects, pulling out of connections; overheating, arcing, short or open circuits and ground faults.	Annual	Technician
Full Inspection	Combiner Boxes, DC Wiring	Scan combiner boxes with Infrared camera to identify loose or broken connections (loose connections warmer than good connections when passing current).	Annual	Technician
Service	DC Wiring	Re-torque all electrical connections in combiner box	Annual	Electrician
Weather Station				
Full Inspection	Instruments	Inspect pyranometers (irradiance) & wind sensors. Irradiance sensors should be cleaned to remove dirt and bird droppings. Wind sensors should spin freely.	Annual	Technician
Full Inspection	Instruments	Ensure sensors are in the correct location and at the correct tilt and azimuth. Global horizontal irradiance sensor should be flat, and plane of array irradiance sensor should be installed to the same pitch and orientation as the array.	Annual	Technician
Service	Instruments	Inspect & tighten all connections.	Annual	Technician
Service	Instruments	Exchange or re-calibrate instruments.	Per Man Spec	Technician
Inverter - Inverter manufacturer has specific requirements for inspection, testing, services, and documentation to meet warranty obligations				

Visual Inspection	Inverter	Verify that current software is installed.	Per Man Spec	Inverter Technician
Visual Inspection	Inverter	Record and validate all voltages and production values from the HMI display. Record last logged system error.	Per Man Spec	Inverter Technician
Visual Inspection	Inverter	Inspect interior and exterior of the inverter for signs of water, rodent, or dust intrusion into the inverter.	Per Man Spec	Inverter Technician
Visual Inspection	Inverter	Check for torque marks on the field terminations.	Per Man Spec	Inverter Technician
Service	Inverter	Check and clean inside of inverter cabinet, ventilation system and exposed surfaces. Clean fan and heat sink (heat rejection fins).	Per Man Spec	Inverter Technician
Visual Inspection	Inverter	Inspect gasket seal, weather stripping, replace as necessary.	Per Man Spec	Inverter Technician
Full			Per Man	Inverter

PM Activity	Facility Component	Description of Preventive Maintenance Task	Interval	Provider
Full Inspection	Inverter	Inspect and test fans, replace as necessary.	Per Man Spec	Inverter Technician
Full Inspection	Inverter	Check fuses and surge suppressors such as MOV's.	Per Man Spec	Inverter Technician
Visual Inspection	Inverter	Look for discoloration from excessive heat buildup or corrosion on inverter components and connections.	Per Man Spec	Inverter Technician
Full Inspection	Inverter	Check operation of all inverter safety devices (E-stop, door switches)	Per Man Spec	Inverter Technician
Full Inspection	Inverter	Complete thermal scan of inverter connections, wiring and electronics.	Annual	Inverter Technician
Test	Inverter	Check integrity of lightning arrestors.	Annual	Inverter Technician
Test	Inverter	Check continuity of system ground and equipment grounding.	Annual	Inverter Technician
Test	Inverter	Test overvoltage surge suppressors in inverter.	Annual	Inverter Technician
Service	Inverter	Replace transient voltage surge suppression devices.	5-Years	Inverter Technician
Step-Up Transformer				
Visual Inspection	Transformer	Inspect transformer. Check meter, oil and temperature gauges.	Per Man Spec	Electrician
Switchgear & Meter				
Visual Inspection	Transformer	Inspect switchgear.	Per Man Spec	Electrician
EV Chargers				
Visual Inspection	Transformer	Inspect transformer that supplies Level 2 Chargers for proper operation.	Per Man Spec	Electrician
Visual Inspection	Panel	Inspect distribution panel that supply Level 2 Chargers for proper	Per Man Spec	Electrician

Weather Station				
Service	Instruments	Weather Station - Instruments	Annual	Technician
		<p>• Compact weather station/Pyranometer: Lufft USA WS501-UMB</p> <ul style="list-style-type: none"> o Annual maintenance § Visual inspection of the equipment for soiling § Check the sensors by carrying out a measurement request § Check the operation of the fan (not on WS200-UMB) <p>• Pyranometer: Campbell Scientific: CMP6, CMP11, CMP21</p> <ul style="list-style-type: none"> o Annual maintenance § At regular intervals, physically inspect the pyranometer to ensure that: <ul style="list-style-type: none"> • Dome is free of dirt, condensation, and ice (see Section 8.1.1, Cleaning Domes (p. 17)). • Desiccant granules are orange and opaque (see Section 8.1.2, Changing the Desiccant (p. 17)). • Mounting is secure. • Pyranometer is level (if mounted horizontally). • Cables are in good condition. § Cleaning Dome <ul style="list-style-type: none"> • Clean the outer dome at regular intervals (e.g., every week or so). Remove any accumulated dust, condensation, or ice from the dome and pyranometer body using a soft cloth dampened with water or alcohol. § Changing the Desiccant <ul style="list-style-type: none"> • A desiccant-filled drying cartridge prevents dew from forming on the inner sides of the domes; Campbell Scientific pn 27052 is the replacement desiccant for this cartridge. The optional CVF4 Heater/Ventilator Unit is also available to keep the pyranometer dome free from ice and dew (see Appendix C, CVF4 Ventilation Unit (p. C-1)). In some applications, the CVF4 may also reduce the deposition of dust on the pyranometer dome, and therefore reduce the cleaning interval frequency. <p>• Temp Sensor: Campbell Scientific 110PV</p> <ul style="list-style-type: none"> o Annual Maintenance § The 110PV probe requires minimal maintenance. Periodically check cabling for proper connections, signs of damage, and possible moisture intrusion 		

EXHIBIT B

RATE SCHEDULE

O&M Task Description	Price
1) Monitoring, Coordination, Dispatch, Forecast, Debrief & Reporting	\$0/Yr
2) Preventive Maintenance (Appendix 1)	\$5,600/Yr
3) Troubleshoot, Service & Repair (Appendix 2)	\$120/hr
4) Travel Time (to and from site)	25 minutes (17miles)
5) Panel Wash (Appendix 3)	
\$7,700 per occurrence, as needed	\$7,700 (per occurrence)
Deionized Water	\$3,000/Occur.
6) Other Tasks (Appendix 4)	
Calibration of Electric Meter	\$5,500 on demand
Short circuit testing of strings	\$3,300/Yr
IV curve testing	Included w/ short circuit test
Megger test of conductors	\$3,300/Yr
Thermal imaging	\$5,500/Yr
100% IV Curve Measurement and Trace Report	Included
ITR Thermal Imaging Report	Included
7) Vehicle & Equipment	Included

Hourly Rates (prevailing wage rates)

Qualification Per Task	Hourly Rate
Journeyman Electrician	\$100/hr
Electrician	\$90/hr
Master Electrician	\$120/hr
Service Tech	\$80/hr

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 Agency.

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 Agency, 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 Agency nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/28/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Owen-Dunn Insurance Services 1455 Response Road, Suite 260 Sacramento, CA 95815 www.owendunn.com 0522677	CONTACT NAME: PHONE (A/C, No, Ext): (916) 993-2700 FAX (A/C, No): (916) 993-2683 E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Lloyd's Syndicate 1110</td> <td>112010</td> </tr> <tr> <td>INSURER B : New York Marine & General Insurance Company</td> <td>16608</td> </tr> <tr> <td>INSURER C : Hanover Insurance Company</td> <td>22292</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Lloyd's Syndicate 1110	112010	INSURER B : New York Marine & General Insurance Company	16608	INSURER C : Hanover Insurance Company	22292	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															
INSURED SST Construction LLC 2731 Citrus Blvd., Suite D Rancho Cordova CA 95742															

COVERAGES CERTIFICATE NUMBER: 32597059 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		PK201600006292	6/16/2016	6/16/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			AU201600007299	6/16/2016	6/16/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			UM201600003079	6/16/2016	6/16/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	N/A	WC201600009205	6/16/2016	6/16/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Inland Marine			IHFA872578	3/14/2016	6/16/2017	Rented/Leased Equipment \$150,000 Scheduled Equipment \$64,000 Misc. Tools \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Evidence of Insurance
 General Liability Additional Insured with Waiver of Subrogation per endorsements GLL 02 32 & GLL 01 38 attached.

CERTIFICATE HOLDER City of Industry 15625 E. Stafford, Suite #100 City of Industry CA 91744	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: right;"> Arica Dunlap </div>
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THIS ENDORSEMENT CHANGES THE CERTIFICATE. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Blanket as per written contract	As per written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE CERTIFICATE. PLEASE READ IT CAREFULLY.

COMMERCIAL LIABILITY BROADENING ENDORSEMENT- ENERGY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE – EXTENSIONS OF COVERAGE

Coverages	
Additional Insured	Incidental Medical Services Coverage
Additional Insured – Vendors	Liberalization
Blanket Waiver Of Subrogation	Non Employment Discrimination
Broadened Bodily Injury	Non-owned Watercraft Coverage
Broadened Named Insured	Personal And Advertising Injury
Duties In The Event Of An Occurrence, Offense, Claim Or Suit	Supplementary Payments – Increased Limits
Expected Or Intended Injury	Unintentional Failure To Disclose Hazards
Fire, Explosion, Sprinkler Leakage Or Lightning Legal Liability Coverage	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Coverage extensions under this section only apply in the event that no other specific coverage for these extensions is provided under this Certificate. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this Certificate, unless otherwise noted in this endorsement.

1. Additional Insured

Paragraph 2. of Section II – Who Is An Insured is amended by the addition of the following:

- e. Any person or organization is included as an additional insured, but only to the extent such person or organization is held liable for "bodily injury", "property damage" or "personal and advertising injury" caused by your acts or omissions. With respect to the insurance afforded to such insured, all of the following additional provisions apply:
 - (1) You and such person or organization have agreed in a written "insured contract" that such person or organization be added as an additional insured under this Certificate;
 - (2) The "bodily injury", "property damage" or "personal and advertising injury" for which said person or organization is held liable occurs subsequent to the execution of such "insured contract";
 - (3) The most we will pay is the lesser of either the Limits of Insurance shown in the Declarations or the Limits of Insurance required by the "insured contract";

- (4) Such person or organization is an insured only with respect to:
- (a) Their ownership, maintenance, or use of that part of the premises, or land, owned by, rented to, or leased to you, except such person or organization is not an insured with respect to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization;
 - (b) Your ongoing operations performed for that insured;
 - (c) Their financial control of you, except such person or organization is not an insured with respect to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization;
 - (d) The maintenance, operation or use by you of equipment leased to you by such person or organization;
 - (e) Operations performed by you or on your behalf and for which a state or political subdivision has issued a permit, provided such operations are not performed for such state or political subdivision, and are not included within the "products-completed operations hazard";
- (5) This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury", "occurrence" or offense:
- (a) Which takes place at a particular premise after you cease to be a tenant of that premises;
 - (b) Which takes place after all work, including materials, parts or equipment furnished in connection with such work to be performed by or on behalf of the additional insured at the site of the covered operations, has been completed;
 - (c) Which takes place after that portion of "your work" out of which the injury or damage arises has been put to its intended use by any other person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project;
 - (d) Which takes place after the expiration of any equipment lease to which (4)(d) above applies;
- (6) With respect to architects, engineers or surveyors, coverage does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional services by or for you, including:
- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications;
 - (b) Supervisory, inspection, architectural or engineering services.

However, if an Additional Insured endorsement is attached to this Certificate that specifically names a person or organization as an insured, then this subsection 2.e. does not apply to such person or organization.

2. Additional Insured – Vendors

Unless the "products-completed operations hazard" is excluded from this Certificate, paragraph 2. of **Section II – Who Is An Insured** is amended by the addition of the following:

- f. Any vendor of yours is included as an additional insured, but only with respect to "bodily injury" or "property damage" caused by "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- (1) The insurance afforded to the vendor does not apply to:
- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed by the vendor in full compliance with the manufacturer's written instructions at the vendor's premises in connection with the sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (h) "Bodily injury" or "property damage" arising out of the liability of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products or any ingredient, part or container, entering into, accompanying or containing such products.

However, if an Additional Insured – Vendors endorsement is attached to this Certificate that specifically names a person or organization as an insured, then this subsection 2.f. does not apply to that person or organization.

3. Blanket Waiver Of Subrogation

Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Commercial General Liability Conditions and Section IV – Products/Completed Operations Liability Conditions is replaced by the following:

Transfer Of Rights Of Recovery Against Others To Us And Blanket Waiver Of Subrogation

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after the loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If required by a written "insured contract" executed prior to the "occurrence" or offense, we waive any right of recovery we may have against any person or organization named in such "insured contract", because of payments we make for injury or damage arising out of your ongoing operations or "your work" for that person or organization.

4. Broadened Named Insured

Paragraph 3. of Section II – Who Is An Insured is replaced by the following:

Any organization that you own at the inception of this Certificate, or newly acquire or form during the Certificate period, and over which you maintain during the Certificate period majority ownership or majority interest, will qualify as a Named Insured if:

- a. There is no other similar insurance available to that organization;
- b. The first Named Insured shown in the Declarations has the responsibility of placing insurance for that organization; and
- c. That organization is incorporated or organized under the laws of the United States of America.

However:

- a. Coverage under this provision is afforded only until the next occurring annual anniversary of the beginning of the Certificate period shown in the Declarations, or the end of the Certificate period, whichever is earlier;
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

The final paragraph of Section II – Who Is An Insured is replaced by the following:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations. However, this does not apply to a limited liability company that meets all of the conditions of Section II – Who Is An Insured, above.

5. Broadened Bodily Injury

Paragraph 3. of **Section V – Definitions** is replaced by the following:

"Bodily injury" means bodily injury, disability, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

6. Duties In The Event Of An Occurrence, Offense, Claim Or Suit

Paragraph 2.a. of **Section IV – Commercial General Liability Conditions** is replaced by the following:

a. You must see to it that we or any licensed agent of ours are notified of a general liability "occurrence" or offense which may result in a claim as soon as practicable after it becomes known to:

- (1) You, if you are an individual;
- (2) Your partner or member, if you are a partnership or joint venture;
- (3) Your member, if you are a limited liability company;
- (4) Your executive officer if you are an organization other than a partnership, joint venture or limited liability company; or
- (5) Your authorized representative or insurance manager.

Knowledge of an "occurrence" or offense by persons other than those listed above does not imply that those listed above also have such knowledge.

b. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

7. Expected Or Intended Injury

Paragraph 2.a. **Expected Or Intended Injury** of the **Exclusions** provision of **Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured.

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

8. Fire, Explosion, Sprinkler Leakage Or Lightning Legal Liability Coverage

The final paragraph of the **Exclusions** provision of **Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, explosion, sprinkler leakage or lightning to premises while:

- (1) Rented to you;
- (2) Temporarily occupied by you with the permission of the owner; or
- (3) Managed by you under a written agreement with the owner.

A separate limit of insurance applies to this coverage as described in **Section III – Limits Of Insurance**.

Paragraph 6. of **Section III – Limits Of Insurance** is replaced by the following:

Subject to paragraph 5. above, the Damage to Premises Rented To You Limit shown in the Declarations, for "property damage" to any one premises while rented to you, or in the case of damage by fire, explosion, sprinkler leakage, or lightning while rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner, is the greater of:

- a. \$300,000 Any One Premises; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations.

Subsections 4.b.(1)(a)(ii) and 4.b.(1)(a)(iii) of paragraph 4.b. **Excess Insurance** of the **Other Insurance** condition of **Section IV – Commercial General Liability Conditions** is replaced by the following:

- (ii) That is Fire, Explosion, Sprinkler Leakage, or Lightning insurance for premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner;
- (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner;

Paragraph 9.a. of Section V – Definitions is replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion, sprinkler leakage, or lightning to premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, is not an "insured contract";

9. Incidental Medical Services Coverage

Section I – Coverages is amended to include the following additional coverage:

We will pay for "bodily injury" arising out of the rendering of or failure to render the following treatment or services by an "employee" or "volunteer worker" for an accident occurring during the Certificate period:

- a. First aid treatment including cardiopulmonary resuscitation (CPR); and
- b. Medical, surgical, dental, x-ray, or nursing service or treatment, or the furnishing of food or beverages in connection therewith; and the furnishing or dispensing of drugs, or medical, dental, or surgical supplies or appliances.

However, this coverage does not apply to any insured or to any entity engaged in the business or occupation of providing the services or treatments described in a. and b. above.

Paragraph e. Employer's Liability of the Exclusions provision of Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability does not apply to psychological injury arising out of the services described above.

10. Liberalization

Section IV – Commercial General Liability Conditions is amended by the addition of the following condition:

Liberalization

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

11. Non Employment Discrimination Liability

Unless "personal and advertising injury" is excluded from this Certificate, the following applies:

Paragraph 14. of Section V – Definitions is amended by the addition of the following:

"Personal and advertising injury" also means injury, including consequential "bodily injury" arising out of "discrimination".

Section V – Definitions is amended by the addition of the following:

"Discrimination" means the unlawful treatment of a person or class of persons because of their specific race, color, religion, gender, age or national origin in comparison to one or more persons who are not members of the specified class.

Paragraph 2. Exclusions of Section I – Coverages, Coverage B – Personal And Advertising Injury Liability is amended by the addition of the following exclusions:

This insurance does not apply to:

"Discrimination" directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured;

"Discrimination" directly or indirectly related to the sale, rental, lease or sublease or prospective sale, rental, lease or sublease of any dwelling or permanent lodging by or at the direction of any insured;

"Discrimination", if insurance thereof is prohibited by law; or

Fines, penalties, specific performance, or injunctions levied or imposed by a governmental entity, governmental code, law, or statute because of "discrimination".

12. Non-owned Watercraft Coverage Extension

Paragraph 2.g.(2) of the **Aircraft, Auto Or Watercraft** exclusion of **Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This exclusion does not apply to:

- (1) A watercraft you do not own that is:
 - (a) Less than 50 feet long; and
 - (b) Not being used to carry persons or property for a charge;

13. Personal And Advertising Injury Liability

Unless "personal and advertising injury" is excluded from this Certificate, the following applies:

Paragraph e. **Contract Liability** of the **Exclusions** provision of **Section I – Coverages, Coverage B – Personal And Advertising Injury Liability** is deleted.

14. Supplementary Payments – Increased Limits

Paragraphs 1.b., 1.d., and 1.e. of **Supplementary Payments – Coverages A and B of Section I – Coverages** are replaced by the following:

- b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including substantiated loss of earnings up to \$500 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit".

15. Unintentional Failure To Disclose Hazards

Paragraph 6. **Representations** of **Section IV – Commercial General Liability Conditions** is amended by the addition of the following:

- d. If you unintentionally fail to disclose any hazards existing at the inception date of this Certificate, we will not deny coverage under this Coverage Form because of such failure.

However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

All other terms, definitions, conditions and exclusions of this Certificate remain unchanged.

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, City Engineer *JN*
Gerardo Perez, Construction Manager, CNC Engineering

DATE: March 26, 2020

SUBJECT: Consideration of Change Order No. 1 and Notice of Completion for Agreement No. CIP-STR-19-044-B Annual Slurry Seal FY 18-19 to Doug Martin Contracting Company, Inc.

Background:

On October 10, 2019, the City Council awarded Contract No. CIP-STR-19-044-B Annual Slurry Seal FY 18-19, to Doug Martin Contracting Company, Inc., and appropriated \$207,482.75 for the project. The scope of work for this was the application of slurry seal to select streets throughout the City for pavement preservation.

Discussion:

Final field quantities have been established based tonnage tickets. As of March 9, 2020, the City Engineer has reviewed the following change order for completeness and accuracy:

Change Order No. 1 – Final field measurements have been completed and underruns and over-runs are as follows:

Bid Item No. 2, Slurry Seal Surfacing, Type II, \$294.55/ton – final quantity is 471 tons which is 46 tons over at \$294.55/ton, totaling an increase of \$13,549.30.

Bid Item No. 3, Micro-surfacing, Type II, \$294.55/ton – final quantity is 118 ton which is 2 tons under – at \$294.55/ton, resulting in a decrease of \$589.10.

Underruns – The total credit for bid quantity underruns is (\$589.10).

Over-runs – The total additional cost for bid quantity over-runs is \$13,549.30.

Net additional cost under Change Order No. 1 is \$12,960.20.

As of March 9, 2020, Staff determined that all slurry seal applications are complete. Slurry seal was applied to the following streets: El Encanto Road, Rausch Road, Wilson Way, Stephens Way, Phoenix Drive, Kearn Creek Court, Grand Ave. east and west ramps, Old Ranch Road, Cheryl Lane and Spanish Lane. Micro-surfacing was applied to Ferrero Parkway, east of Benton Court.

Fiscal Impact:

Table 1 - Summary of Project Costs

Contract Amount	\$179,529.75
Change Order No. 1	\$12,960.20
Revised Project Cost	\$192,489.95

Table 2 – Summary of Approved Construction Budget Amount

Base Bid (Doug Martin Contracting Company, Inc.)	\$179,529.75
Contingency Allowance	\$10,000.00
Contract Administration/Inspection	\$17,953.00
Total Original Project Budget	\$207,482.75

On October 10, 2019, the City Council appropriated \$207,482.75 to the Project which includes a contingency allowance in the amount of \$10,000.00 for unforeseen changes, and an amount of \$17,953.00 for contract administration and inspections services. The funds were approved as part of the Fiscal Year 2019/2020 budget (Account No. 120-702-5205). The total construction cost including change orders is \$192,489.95. Therefore, no additional appropriations are necessary.

Recommendations:

- 1.) Approve Change Order No. 1 in the amount of \$12,960.20 and authorize the Mayor or her designee to execute the approved change order;
- 2.) Accept the work performed by Doug Martin Contracting Company, Inc., in the amount of \$192,489.95;
- 3.) Authorize the City Engineer or his designee to execute the Notice of Completion; and
- 4.) Authorize the City Clerk to file a Notice of Completion for the Project.

Exhibits:

- A. Change Order No. 1 dated March 26, 2020
- B. Notice of Completion dated March 26, 2020

EXHIBIT A

Change Order No. 1 dated March 26, 2020

[Attached]

CITY OF INDUSTRY

CHANGE ORDER

15651 E. Stafford St.
 City of Industry, CA 91744
 (626)333-2211

Change Order No. 1

Project Annual Slurry Seal FY 18-19 Contract No. CIP-STR-19-044-B Date 3/26/2020

Type Slurry Seal Contractor Doug Martin Contracting Company

Location _____

Explanation:

Final measured quantities

Extra Work by: X Negotiated T & M

The contractor is hereby directed to perform all labor and to provide all materials necessary to carry out the work described below:

ITEM NO.	ITEM	QUANTITY	UNIT PRICE	TOTALS (\$)	
				+	-
2	Slurry Seal Surfacing	46	\$294.55	\$13,549.30	
3	Micro-Surfacing	-2	\$294.55	(\$589.10)	
TOTAL COST				\$12,960.20	

T & M SUMMARY

*Labor Cost	Total Labor per Day
*Equipment Cost (See attached breakdown)	Total Equipment per Day
*Material Cost	Sub-Total \$ -
(*Attach breakdown of labor, equipment and materials)	
CHANGE ORDER SUMMARY	Other Additive (Profit & Bond Fee)
Original Contract Amount \$ 179,529.75	Total T & M \$ -
Total Previous Change Orders 0.000%	
Total Change Orders \$ 12,960.20 7.22%	Pay This CHANGE ORDER \$12,960.20 7.22%

Authorized by _____ Additional Contract Days _____

I hereby certify that the quantities shown and/or amounts shown for equipment, material and labor costs (if any) are correct to the best of my knowledge and the total cost shown above shall be considered final payment for the work specified by this change order. The total cost includes compensation for any delay in the preparation of this change order and the time to complete the specified work.

Doug Miller 3/12/20
 Contractor/Representative Date

Troy Helling - City Manager Date
Gerardo Perez 3.13.20
 Gerardo Perez - Construction Manager Date

Joshua Nelson - City Engineer Date



March 12, 2019

Gerardo Perez
C & C Engineering
255 N. Hacienda Blvd., Suite 222
City of Industry, CA 91744

RE: Annual Slurry Seal FY 2018-12019

Dear Gerry,

The following breakdown is the square footage covered and tons places.

1. Type II Conventional
585,658 SF / 471 tons placed = 1,243 SF per ton
2. Type II Micro Surfacing
115,148 SF / 118 tons placed = 976 SF per ton.

If you have any questions, please do not hesitate to call.

Sincerely,

Doug Martin,
President

EXHIBIT B

Notice of Completion dated March 26, 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

Project: Annual Slurry Seal FY 18/19

Date: March 26, 2020

Contract

Contract No.: CIP-STR-19-044-B

Contractor: Doug Martin Contracting Company, Inc.

As a result of an inspection conducted on 03/09/2020 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	Doug Martin Printed Name	Doug Martin Signature	DMC Title	3/12/20 Date
Recommended by Project Inspector	William Rojas Printed Name	William Rojas Signature	Project Inspector Title	3-13-20 Date
Recommended by Project Engineer	Arlene Lopez Printed Name	Arlene Lopez Signature	Project Manager Title	3/13/2020 Date
Recommended by Project Manager	Gerardo Perez Printed Name	Gerardo Perez Signature	Sr. Construction Manager Title	3.13.20 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-STR-19-044-B, Annual Slurry Seal FY 18/19, City of Industry, CA 91744, County of Los Angeles**, for the undersigned agency and said work was accepted as complete on March 26, 2020. The contractor on said job was **Doug Martin Contracting Company, Inc. 220 E. Foundation Avenue, La Habra, CA 90631.**

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. 6.7



CITY OF INDUSTRY

MEMORANDUM

To: Honorable Mayor Moss and Members of the City Council

From: Troy Helling, City Manager *JH*

Staff: Bing Hyun, Assistant City Manager *BH*

Date: March 26, 2020

SUBJECT: Discussion and consideration of Housing Element Annual Progress Report

Background:

California Government Code Section 65300 requires every city and county within the State to adopt a General Plan for the physical development of the jurisdiction. In short, a General Plan establishes the City's vision for long-term growth and provides strategies and implementing actions to achieve this vision. The General Plan helps to guide decision-making by residents, property owners, business interests, and elected and appointed officials about public and private land use and development.

Industry's General Plan includes seven state-mandated element topics: Land Use, Circulation, Housing, Safety, Noise, Conservation, and Open Space. Unlike other elements, the Housing Element undergoes a rigorous review and certification process with the California Department of Housing and Community Development ("HCD"). The City's General Plan, including the certified Housing Element, was adopted in 2014. The Housing Element is typically updated more frequently than the rest of the General Plan due to requirements established by state law.

Discussion:

Housing Elements are subject to mandated reporting requirements. Historically, general law cities were required to prepare a Housing Element Annual Progress Report ("APR") and submit it to HCD and the Governor's Office of Planning and Research ("OPR") for review. However, passage of AB 879 (Grayson), extended that requirement to charter cities. Beginning with the 2017 APR, all California cities (general law and charter) are required to send a Housing Element APR to HCD and OPR on April 1st.

Government Code Section 65400 requires APRs to cover the status of program implementation, including progress toward meeting the jurisdiction's share of regional housing needs (pursuant to Govt. Code §65584) and local efforts to remove governmental

constraints to the development and maintenance of housing. APRs must be considered at a public meeting before the City Council, so members of the public have an opportunity to provide oral or written comments.

The City's APR for 2019 reports no activity for building permit issued by affordability, housing development applications, and use of Senate Bill 35 Streamling Provisions.

The attached document conforms to state requirements for the Housing Element APR in 2019. After review, staff recommends that the City Council authorize transmittal of the APR to HCD and OPR.

Fiscal Impact:

No fiscal impact.

Recommendations:

- 1.) City Staff recommends that City Council receive and file the Housing Element Annual Progress Report for 2019; and
- 2.) Transmit copies to the California Department of Housing and Community Development and Governor's Office of Planning and Research by email on April 1, 2020, as required by state law.

Exhibit:

- A. City of Industry 2019 Housing Element Annual Progress Report
-

TH/BH:yp

EXHIBIT A

City of Industry 2019 Housing Element Annual Progress Report

[Attached]

Jurisdiction	Industry	
Reporting Year	2019	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
 (CCR Title 25 §6202)

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.
 Please contact HCD if your data is different than the material supplied here

Table B													
Regional Housing Needs Allocation Progress													
Permitted Units Issued by Affordability													
Income Level	RHNA Allocation by Income Level	2									3	4	
		2013	2014	2015	2016	2017	2018	2019	2020	2021	Total Units to Date (all years)	Total Remaining RHNA by Income Level	
Very Low	Deed Restricted												
	Non-Deed Restricted												
Low	Deed Restricted												
	Non-Deed Restricted												
Moderate	Deed Restricted												
	Non-Deed Restricted												
Above Moderate													
Total RHNA													
Total Units													

Note: units serving extremely low-income households are included in the very low-income permitted units totals
 Cells in grey contain auto-calculation formulas

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction	Industry		
Reporting Year	2019	(Jan. 1 - Dec. 31)	
Table D			
Program Implementation Status pursuant to GC Section 65583			
Housing Programs Progress Report			
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
1: Redevelopment Tax Increment Funds	Close out remaining transfer of tax increment funds required by state law.	Ongoing	On September 30, 2013, the trial court ruled that the subject tax increment transfers were not enforceable obligations, and that in adopting the Dissolution Act the Legislature intended to preclude further transfers of tax increment (Southern California Association of Non-Profit Housing v. State of California, Department of Finance et al., Sacramento Superior Court Case No. 34-2012-80001355). Background information: The Successor Agency's enforceable obligations submitted to the Department of Finance (DOF) included transfers of tax increment revenue to HAcOLA for Fiscal Years 2011-2012 and 2012-13 as part of the Industry Housing Program. DOF rejected the inclusion of the proposed transfers. In response to the DOF's rejection, housing groups led by SCANPH filed a lawsuit against the State and lost. Therefore, the Industry Housing Program had to be dissolved along with the redevelopment agency.
2: Workforce Housing	Continue to provide workforce housing opportunities for City employees. Allow for a one-for-one replacement of housing units lost to demolition, conversion, or disaster in order to maintain adequate housing options	Ongoing	As the industrial hub of southern California, the City operates 24-7 and existing housing is occupied by person employed within the City. The City allows one-for-one replacement of units lost to demolition, conversion, or disaster to maintain the housing supply.
3: Building Permit and Code Enforcement Services	Continue to contract for building plan check and building permit services. Continue to enforce building and zoning codes applicable to residential uses or property maintenance in the city.	Ongoing and within three years of adoption.	The City of Industry contracts with the County of Los Angeles to provide building plan check and permit services for structures in the community. The City provides a permit flow chart on its website to inform developers and property owners. The City enforces zoning code provisions on a complaint basis.

4: Infrastructure Maintenance	Maintain infrastructure and public services that enhance the safety, appearance, and condition of neighborhoods.	Ongoing	The City's residential areas have infrastructure in place, however, surrounding commercial and industrial uses result in wear and tear. The City continues to maintain infrastructure and provide public services in a manner that enhances neighborhoods. These include infrastructure such as streets, curbs, gutters, sidewalks, traffic signals, and other improvements.
5: Housing Maintenance and Rehabilitation Assistance	Provide grants for which homeowners may apply for home maintenance and rehabilitation. Make up to 5 grants available per year for which property owners may apply. Publicize the program at City Hall and in "Industry News." Seek additional funding and partners to administer the program.	Ongoing	The City of Industry provides up to \$15,000 in grants (once every five years) to City of Industry homeowners or landlords for maintenance and repairs such as roofing, plumbing, electrical, or other code violations. The program also offers the opportunity to make energy conservation improvements. The City Council approved a Housing Rehabilitation Grant Program on May 25, 2000 (Resolution No. 1839) and updated program guidelines and an application on April 17, 2014 (Resolution No. CC 2014-05). There were no requests for home rehabilitation grants in 2019.
6: Community Care Facilities	Amend the Municipal Code to define licensed residential care facilities serving six or fewer clients as a permitted "by-right" residential use in all zones allowing for residential use. Define licensed residential care facilities serving seven or more clients and allow, with an approved a conditional use permit, in the Institutional Zone.	Concurrent with Housing Overlay Zone	The Municipal Code was amended to address community care facilities in 2015 (Ord. 787 § 3, 2015)

7: Housing Overlay Zone	Establish a Housing Overlay Zone that allows residential uses required under the Housing Element Law. For multifamily residential housing needed to address the RHNA, the Housing Overlay Zone will: 1) permit owner- and renter-occupied multifamily residential uses; and 2) require a minimum density of 20 units per acre. Seek available funding and partnership opportunities to facilitate development of affordable housing in the Housing Overlay Zone. The City will also offer fee waivers, development standard modifications, and expedited processing for projects that address the RHNA. Amend the Zoning Code to provide residential development standards and approval procedures to facilitate development in the Housing Overlay Zone.	Within three years of adoption of the housing element.	In 2019, the City retained a housing consultant to implement the goals and objectives of the 2013-2021 Housing Element and explore residential opportunities in various locations. The City anticipates working with HCD staff to ensure their feasibility and effectiveness in addressing the 2021–2029 RHNA.
8: Housing for Homeless People	Amend the Municipal Code to permit at least one emergency shelter without a conditional use permit or other discretionary permit in the Institutional Zone with capacity to address the City's unmet need. Define transitional and supportive housing and permit such uses as a residential use in all zones allowing residential use and only subject to those restrictions that apply to other residential dwellings of the same type in the same zone.	Within one year of adoption of the housing element.	The Municipal Code was amended to address emergency shelters and transitional housing in 2015 (Ord. 787 § 4, 2015).
9: Fair Housing Opportunity	Support equal housing opportunity and provide referral service for residents. Produce a brochure to publicize the program. Advertise in "Industry News" and at City Hall on an annual basis.	Annually	A fair housing brochure publicizing the importance of fair housing, types of discrimination, and contacts for inquiries and complaints was completed. The brochure is available to the general public and is placed at the City planning counter.

10: Housing Outreach	Produce information for the "Industry News" announcing housing and service-related information for residents. Prepare annual housing element progress report for submission to HCD on an annual basis.	Annually	Industry submitted its 2017/2018 APRs to HCD. The City Council reviewed the APRs at a public hearing on March 28, 2019 and residents were provided opportunity to review and provide comment. Industry submitted its 2019 APR to HCD. The City Council reviewed the APR at a public hearing on March 26, 2020 and residents were provided opportunity to review and provide comment.
11: Energy Conservation	Encourage energy efficiency in the housing grant program and water efficiency programs. Provide brochure advertising available energy efficiency programs offered by the City or local utility.	Annually	The City encourages energy efficiency through property improvement projects, with repairs performed by the Industry Property and Housing Management Authority. An energy efficiency brochure, available at the public counter, describes the program. IPUC residential customers are eligible for the Domestic Rebate Program and may receive rebates for the installation of ENERGY STAR® appliances, window air-conditioners, lighting upgrades, thermostat upgrades, and other energy efficiency measures up to \$250 per home every two years. Customers are also eligible for the Direct Install Program, which includes a home energy survey and installation of energy efficiency measures up to \$500 per home every two years at no cost. There were no requests for grants during 2019.

Jurisdiction	Industry	
Reporting Period	2019	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
 (CCR Title 25 §6202)

Note: "+" indicates an optional field
 Cells in grey contain auto-calculation formulas

Table F
Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)(2)

This table is optional. Jurisdictions may list (for informational purposes only) units that do not count toward RHNA, but were substantially rehabilitated, acquired or preserved. To enter units in this table as progress toward RHNA, please contact HCD at APR@hcd.ca.gov. HCD will provide a password to unlock the grey fields. Units may only be credited to the table below when a jurisdiction has included a program in its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in Government Code section 65583.1(c)(2).

Activity Type	Units that Do Not Count Towards RHNA ⁺ Listed for Informational Purposes Only				Units that Count Towards RHNA ⁺ Note - Because the statutory requirements severely limit what can be counted, please contact HCD to receive the password that will enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1 ⁺
	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Units									
Total Units by Income									

Jurisdiction	Industry	
Reporting Year	2019	(Jan. 1 - Dec. 31)

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		0
Total Units		0

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Housing Applications Summary	
Total Housing Applications Submitted:	0
Number of Proposed Units in All Applications Received:	0
Total Housing Units Approved:	0
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions	
Number of Applications for Streamlining	0
Number of Streamlining Applications Approved	0
Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	0

Units Constructed - SB 35 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Cells in grey contain auto-calculation formulas