



SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

REGULAR MEETING AGENDA
SEPTEMBER 22, 2016 8:30 A.M.

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

Addressing the Agency:

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

Americans with Disabilities Act:

- ▶ In compliance with the ADA, if you need special assistance to participate in any meeting (including assisted listening devices), please contact the Office of the Secretary to the Successor Agency (626) 333-2211. Notification of at least 72 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 Government Code Section 54957.5(b), 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 Secretary of the Successor Agency during regular business hours, Monday through Friday, 9:00 a.m. to 5:00 p.m.

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

5. **BOARD MATTERS**

- 5.1 Consideration of Resolution No. SA 2016-18 - A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY RESCINDING RESOLUTION SA 2014-04, AND ADOPTING AN AMENDED CONFLICT OF INTEREST CODE.

RECOMMENDED ACTION: Adopt Resolution No. SA 2016-18.

- 5.2 Consideration of a Professional Services Agreement between the City, Successor Agency to the Industry Urban-Development Agency, and C & C Engineering for Engineering Staff Support Services.

RECOMMENDED ACTION: Approve the Agreement.

- 5.3 Consideration of a Facilities Relocation Agreement between the Agency and Southern California Edison Company for the Relocation of Distribution and Telecommunications Facilities at the Industry Business Center, as identified in Line Item No. 202 of the Recognized Obligation Payment Schedule.

RECOMMENDED ACTION: Approve the Agreement.

6. Adjournment. Next regular Successor Agency meeting will be on Thursday, October 27, 2016, at 8:30 a.m.

SUCCESSOR AGENCY

ITEM NO. 5.1

RESOLUTION NO. SA 2016-18

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY RESCINDING RESOLUTION NO. SA 2014-04, AND ADOPTING AN AMENDED CONFLICT OF INTEREST CODE

WHEREAS, California Government Code Section 87300 requires that all public agencies adopt a conflict of interest code; and

WHEREAS, pursuant to Government Code Section 87302, the conflict of interest code must provide for specific enumeration of positions within the Successor Agency to the Industry Urban-Development Agency (the "Agency"), other than those specified by Government Code Section 87200, which involve the making or participation in the making of decisions which may foreseeably have a material effect on any financial interest and for each such enumerated position, the specific types of investments, business positions, interests in real property and sources of income which are reportable; and

WHEREAS, the Fair Political Practices Commission ("FPPC") adopted Regulation 18730, which contains the terms of a standard conflict of interest code, which may be incorporated by reference in an agency's code, and may be amended by the FPPC after public notice and hearing to comply with any amendments to the Political Reform Act; and

WHEREAS, pursuant to Government Code Section 87306(a), the Agency must amend its conflict of interest code because of changed circumstances, including the addition of newly created positions; and

WHEREAS, pursuant to the provisions of Government Code Section 87306.5, the Agency has conducted its required review of the conflict of interest code, and is proposing the code set forth in Attachment "A," which is attached hereto and incorporated herein by reference.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY HEREBY FINDS, DETERMINES AND RESOLVES AS FOLLOWS:

SECTION 1. The above findings are true and correct and are incorporated herein by reference.

SECTION 2. Resolution No. CC 2014-04 is hereby rescinded, and all conflict of interest codes previously adopted by the Agency are hereby superseded and of no further force and effect.

SECTION 3. The Successor Agency to the Industry Urban-Development Agency Conflict of Interest Code, attached hereto as Attachment A, and incorporated herein by reference. Notwithstanding the foregoing, in the event Resolution No. CC 2016-65, which adopts salary schedules for City employees is not adopted, and/or does not include the position of "Finance Manager", the position of "Finance Manager" shall be removed from Attachment A.

SECTION 4. 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 5. The Assistant Secretary shall certify to the adoption of this Resolution and shall submit the Agency's revised conflict of interest code to the City Council of the City of Industry for approval as the code reviewing body.

PASSED, APPROVED and ADOPTED this 22nd day of September, 2016, by the following vote:

AYES:	AGENCY BOARD MEMBERS:
NOES:	AGENCY BOARD MEMBERS:
ABSTAIN:	AGENCY BOARD MEMBERS:
ABSENT:	AGENCY BOARD MEMBERS:

Mark D. Radecki, Chairman

ATTEST:

Diane M. Schlichting, Assistant Secretary

Attachment "A"

Successor Agency to the Industry Urban-Development Agency Conflict of Interest Code

The Political Reform Act (Government Code Section 81000, *et seq.*) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. §18730) which contains the terms of a standard conflict of interest code which can be incorporated by reference in an agency's code. After public notice and hearing, it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act.

Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it, duly adopted by the Fair Political Practices Commission, are hereby incorporated by reference. This regulation and the attached Exhibits as follows, Exhibit A - designating officials and employees and Exhibit B - establishing disclosure categories, shall constitute the Successor Agency to the Industry Urban-Development Agency Conflict of Interest Code.

Designated employees shall file their statements with the City of Industry which will make the statements available for public inspection and reproduction per Government Code Section 81008. Statements for all designated employees will be retained by the agency.

State-designated public officials, including officials who manage public investments, as that term is defined by 2 California Code of Regulations Section 18701(b), are required to file disclosure statements under Government Code Section 87200, *et seq.* as well as 2 California Code of Regulations Section 18730(b)(3), and are therefore not subject to this conflict of interest code. These positions are listed here for informational purposes only. Pursuant to 2 California Code of Regulations Section 18753(d), officials of the Agency who manage public investments are directed to file original disclosure statements with the City Clerk of the City of Industry.

The following positions have been determined to be officials who file disclosure statements under Government Code Section 87200:

Agency Board Members

Agency Executive Director

Agency General Counsel

Agency Finance Officer

Agency Financial Consultants

Conflict of Interest Code

Exhibit A

DESIGNATED OFFICIALS AND EMPLOYEES

The following positions are held by individuals involved in the making or participation in the making of decisions which may foreseeably have a material effect on their financial interests:

<u>Designated Officials and Employees</u>	<u>Disclosure Categories</u>
Agency Secretary	1, 2, 3
Agency Assistant Secretary	1, 2, 3
Agency Assistant to Executive Director	1, 2, 3
Agency Assistant General Counsel.....	1, 2, 3
Agency Deputy General Counsel.....	1, 2, 3
Director of Development Services and Administration.....	1, 2, 3
Human Resources Director	1, 3
Finance Manager.....	1, 2, 3
Agency Engineer.....	1, 2, 3
Agency Deputy Engineer	1, 2, 3
Agency Planner	1, 2, 3
Senior Planner	1, 2, 3
Administrative Analyst	1, 2, 3
Consultants.....	1, 2, 3

Conflict of Interest Code

Exhibit B

CATEGORIES OF REPORTABLE ECONOMIC INTERESTS

Designated Persons in Category "1" Must Report:

All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are located in, do business in, or own real property within the jurisdiction of the Agency.

Designated Persons in Category "2" Must Report:

All interest in real property which is located within, or not more than two miles outside, the jurisdiction of the Agency.

Designated Persons in Category "3" Must Report:

All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, equipment, materials, supplies or vehicles of the type purchased or leased by the Agency.

Exception:

Consultants are required to disclose pursuant to categories 1, 2 and 3 above unless the Executive Director determines in writing that a particular consultant is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in categories 1, 2 and 3. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The Executive Director's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

SUCCESSOR AGENCY

ITEM NO. 5.2



SUCCESSOR AGENCY TO THE
INDUSTRY URBAN - DEVELOPMENT AGENCY

MEMORANDUM

To: Honorable Chairman and Members of the Successor Agency to the Industry Urban Development Agency Board

From: Paul J. Philips, Executive Director *Paul J. Philips*

Staff: Alex Gonzalez, Director of Development Services and Administration *AG*

Date: September 22, 2016

SUBJECT: Consideration of a Professional Services Agreement with C & C Engineering, Inc., for Engineering Staff Support Services

On June 23, 2011, the City of Industry ("City") approved an Agreement for Engineering Services between the City and C & C Engineering, Inc. ("C & C"). During a staff review of contracts in concert with the State Controller's report, staff determined that C & C's current contract needed to be updated in accordance with the City's best practices. In addition, the City Attorney determined that the Agreement should be tri-party between the City, the Successor Agency to the Industry Urban-Development Agency ("Agency") and C & C based on their scope of work.

The City is currently undergoing a Request for Qualifications process for Engineering Services, which is expected to develop an on-call bench of 15 to 20 engineering firms who can be called on as needed to support the City's Capital Improvement Program and any specialized engineering tasks. This agreement is for time and materials for engineering staff support for daily operations and activities, program management, and project management. As the City of Industry is a contract city with a large capital project program and many required programs and development activities, the staff of C & C function as a contracted full service City department. The continued operations of the City's required regulatory and development processes require continuity and stability, and as a result C & C was approached to update their existing contract to provide the stability necessary to maintain operations while introducing additional engineering firms to accelerate capital project development, improve the City's capabilities, and introduce enhanced peer review and technical and financial oversight of projects.

In order to meet the City's best practices, the following steps have been taken:

- A detailed and comprehensive Scope of Services has been included identifying duties of both the City Engineer, Deputy City Engineer, Agency Engineer and engineering support staff;
- Insurance Requirements have been modified to appropriate levels and in-line with the California Joint Powers Insurance Authority insurance requirements;

- A contract term limit has been introduced at twelve (12) months with two (2) one (1) year extension options upon City Council approval;
- The standard termination clause has been included that states the City may at any time, for any reason, with or without cause, suspend or terminate the Agreement, or any portion thereof, by serving upon C & C at least thirty (30) days prior written notice;
- Payments to C & C for services shall be made within thirty (30) days of receipt of a bi-weekly invoice as to all non-disputed fees in accordance with the City's new financial procedures;
- Markups for subcontractors procured by C & C have been removed from the contract, as the City's Finance and Development Services Department staff will procure all engineering, architecture, and planning subcontractors from the pre-qualified on-call services benches as needed; and
- C & C's legal name has been updated to reflect the current business name C & C Engineering, Inc. as registered with the California Secretary of State.

Fiscal Impact

The fiscal year 2016-2017 adopted budget included sufficient funding for engineering staff support services under General Fund – General Engineering – Streets & Roads (account no. 100-623-5900) and Civic Financial Center – General Engineering (account no. 100-625--5900).

Staff will continue to work with C & C to modify services as needed. At this time, Staff recommends that the Executive Director be authorized to execute the Professional Services Agreement with C & C Engineering, Inc.

Exhibits

- A. Agreement for Engineering Services between the City of Industry and C & C Engineering, Inc., dated June 23, 2011
- B. Professional Services Agreement with C & C Engineering, Inc. for Engineering Staff Support Services

PJP:AG:KW:mk

EXHIBIT A

Agreement for Engineering Services between the City of Industry and C & C
Engineering, Inc., dated June 23, 2011

[Attached]

CITY OF INDUSTRY

AGREEMENT FOR ENGINEERING SERVICES

This Agreement is entered into this 23rd day of June, 2011 between the City of Industry, public body, corporate and politic (the "CITY") and CNC Engineering, a California corporation, (the "Engineer") and is subject to the following recitals, terms and conditions.

WHEREAS, Engineer is qualified to perform civil engineering services and related services in the State of California; and

WHEREAS, the CITY desires to retain the services of Engineer on behalf of the CITY and its related agencies and commissions; and

WHEREAS, the parties hereto intend that Engineer will render engineering services for the CITY and its related agencies and commissions:

NOW THEREFORE, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

1. Term of Agreement. This Agreement shall be effective as of the date of execution of this agreement and shall continue until terminated, as provided in Paragraph 10, below.
2. Services to be Provided by Engineer. Engineer will provide the CITY such engineering and related services as may be requested from time to time by the CITY on behalf of the CITY and its related agencies and commissions in writing.
3. Conduct of Engineer. Engineer will conduct the affairs of its business operations in a manner as to comply at all times with the requirements of the State of California regulating the conduct of business providing civil engineering services.
4. Employees to be Provided by Engineer. Engineer will provide and make available to the CITY such qualified employees of Engineer as the CITY may determine necessary to handle public business of the CITY relating to building permits, zoning and related matters, and other matters as may be requested by the CITY. The CITY will provide and equip, at the CITY's expense, such space in the Industry City Hall as is necessary for the performance of the duties of such employees of Engineer, as determined by the CITY.
5. Compensation of Engineer by CITY. In consideration for the services to be performed by Engineer under this Agreement, CITY agrees to compensate Engineer based upon an hourly rate charge for the services rendered to the CITY in accordance with the Hourly Rate Compensation Schedule attached hereto as Schedule "A" and incorporated herein by this reference, which schedule may be

reviewed and adjusted by mutual written agreement on an annual basis. The hourly rates established herein shall be inclusive of all overhead of Engineer. The hourly rates shall be reasonably consistent with the hourly rates charged by other engineering firms in the general proximity providing the same or similar services.

6. Method of Payment. Engineer shall submit monthly invoices to the CITY for the work completed in the previous month. CITY agrees to authorize payment for all undisputed invoice amounts within thirty (30) days of receipt of each invoice. CITY agrees to use its best efforts to notify Engineer of any disputed invoice amounts within ten (10) days of the receipt of each invoice. However, CITY's failure to timely notify Engineer of a disputed amount shall not be deemed a waiver of CITY's right to challenge such amount.
7. Non-Exclusively of Engineer for Services to CITY. If in the sole discretion of the CITY it is determined that any type of engineering work can be better, more efficiently or more speedily obtained from a source other than Engineer, the CITY may contract for such work with any other person or entity without obligation of any kind to Engineer.
8. Non-Exclusively of Principal of Engineer. The principal of the Engineer shall not accept or provide engineering services to any person or entity regarding a project within the City of Industry. The Engineer shall not be precluded from providing engineering and related services to persons and entities having projects outside of the City of Industry, subject to the conflicts of interest limitations in Section 24.
9. Non-Assignability of the Agreement. Neither the CITY nor Engineer shall assign, sublet or transfer this Agreement or any part thereof without the written consent of the other party. Any such purported assignment, sublet, or transfer without written consent shall be null and void, and Engineer shall hold harmless, defend and indemnify the CITY and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from any unauthorized assignment. No change in the corporate structure of the Engineer, of shares thereof, interest including any change in the ownership of a controlling shall be made without the prior written consent of the City Manager, which consent shall not be unreasonably withheld.
10. Termination of Agreement. This Agreement may be terminated at any time, with or without cause, by either party upon thirty (30) days prior written notice. Notice shall be deemed served if completed in compliance with Section 21. In the event of termination or cancellation of this Agreement by either party, due to no fault or failure of performance by Engineer, CITY shall compensate Engineer for all services performed, in an amount to be determined as follows: for work satisfactorily done in accordance with all of the terms and provisions of this Agreement, Engineer shall be paid an amount equal to the percentage of services performed prior to the effective date of termination in accordance with the work items; provided, in no event shall the amount of money paid under the foregoing

provisions of this paragraph exceed the amount which would have been paid to Engineer for the full performance of the services described in this Agreement.

11. Return of Property on Termination. In the event of the termination of this Agreement, all sketches, pencil tracings of working drawings, plans, computations in reproducible form, specifications and other contract documents prepared or provided by Engineer pursuant to this Agreement shall be the property of the CITY without restriction or limitation upon use, duplication or dissemination and shall be turned over to the CITY prior to the effective date of any such termination. With the written permission of the CITY, Engineer shall be entitled to retain any copies of such documents as it may require. It is contemplated that during the Term of this Agreement, all of aforementioned plans, sketches, drawings and the like shall be maintained in the possession of the Engineer, but the CITY may require to surrender possession thereof to the CITY at any time upon the tender of written notice by the CITY to the Engineer.
12. Independent Contractor. Engineer is and shall at all times remain as to the CITY a wholly independent contractor. The personnel performing the services under this Agreement on the behalf of Engineer shall be under Engineer's exclusive direction and control. Neither the CITY nor any of its officers, employees, or agents shall have control over the conduct of Engineer or any of Engineer's officers, employees, or agents, except as set forth in this Agreement. Engineer 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 and Engineer shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent. Further, no employee benefits shall be available to Engineer in connection with the performances of this Agreement. Engineer shall fully comply with the workers' compensation law regarding Engineer and its employees. Engineer further agrees to indemnify and hold the CITY harmless from any failure of Engineer to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any fees due to Engineer under this Agreement any amount due to the CITY from Engineer as a result of its failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.
13. Consent Required to Hire Consultants. Engineer may retain any consultants in connection with its services up to Fifteen Thousand Dollars (\$15,000.00) on behalf of the CITY provided that any such consultant services totaling greater than \$15,000.00 shall require prior written approval by the City Manager.
14. Administrator. The City Manager shall represent the CITY in all matters pertaining to this Agreement, including but not limited to the authority to request specific services by Engineer pursuant to Section 2 and to provide consent for additional consultants pursuant to Section 13 of this Agreement. The City Manager shall have the authority to adjust the Hourly Rate Compensation

Schedule as provided in Section 5 of this Agreement. The City Manager shall be authorized to act on the CITY's behalf and to execute all necessary documents regarding specific services requested and authorized subject to this Agreement.

15. Indemnification, Hold Harmless, and Duty to Defend.

a. Indemnity for Design Professional Services. In connections with its design professional services, Engineer shall hold harmless and indemnify CITY, and its officials, officers, employees, agents and independent contractors serving in the role of CITY officials, and designated volunteers (collectively, "Indemnitees"), with respect to any and all claims, demands, causes of action, damages, injuries, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense (collectively, "Claims" hereinafter), including but not limited to Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to in whole or in part to the negligence, recklessness, or willful misconduct of Engineer or any of its officers, employees, subcontractors, or agents in the performance of its design professional services under this Agreement.

b. Other Indemnities. In connection with any and all claims, demands, causes of action, damages, injuries, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by Section 15(a), Engineer shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, including but not limited to Damages relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to the acts or omissions of Engineer or any of its officers, employees, subcontractors, or agents in the performance of this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the CITY, as determined by final arbitration or court decision or by the agreement of the parties. Engineer shall defend Indemnitees in any action or actions filed in connection with any such Damages with counsel of CITY's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Engineer's duty to defend pursuant to this Section 15(b) shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions of Indemnitees.

c. All duties of Engineer under Section 15 shall survive termination of this Agreement.

16. General Liability Insurance. At all times throughout the Term of this Agreement, Engineer shall carry, maintain, and keep in full force and effect a policy or policies of Commercial General Liability Insurance with minimum limits of one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) general aggregate for bodily injury, death, loss, or property damage for products or completed operations and any and all other activities undertaken

by Engineer in the performance of this Agreement. Said policy or policies shall be issued by an insurer admitted to do business in the State of California and rated in A.M. Best's Insurance Guide with rating of A:VII or better.

17. Errors and Omissions Insurance. At all times throughout the Term of this Agreement, Engineer shall carry, maintain, and keep in full force and effect at least \$2,000,000.00 in errors and omissions insurance policy covering the services provided by Engineer under this Agreement. Said policy or policies shall be issued by an insurer admitted to do business in the State of California and rated in Best's Insurance Guide with a rating of A:VII or better. Engineer shall provide to the CITY a Certificate of Insurance from the insurance company setting forth that the policy to the CITY is in force and effect, the amount of coverage, the named beneficiaries, and providing further that there will be no cancellation of the policy without thirty (30) days prior written notice given to the CITY.
18. Automobile Liability Insurance. Engineer shall at all times during the term of this Agreement obtain, maintain, and keep in full force and effect, a policy or policies of Automobile Liability Insurance, with minimum of one million dollars (\$1,000,000) per claim and occurrence and two million dollars (\$2,000,000) in the aggregate for bodily injuries or death of one person and five hundred thousand dollars (\$500,000) for property damage arising from one incident.
19. Workers' Compensation Insurance. At all times throughout the Term of this Agreement, Engineer agrees to maintain in effect, with a responsible carrier authorized under the laws of the State of California to insure employers against liability for compensation under the Workers' Compensation Insurance and Safety Act, workers' compensation insurance covering full liability for compensation under said Act for any person injured while performing any work or labor incidental to the performance of this Agreement. Engineer shall furnish the CITY with a Certificate Insurance showing compliance herewith.
20. All Insurance. At all times during the term of this Agreement, Engineer shall maintain on file with the CITY a certificate of insurance showing that the aforesaid policies are in effect in the required amounts. The commercial general liability policy shall contain endorsements naming the CITY, its officers, agents and employees as additional insureds. The insurance provided by Engineer shall be primary to any coverage available to CITY. The insurance policies (other than workers compensation and professional liability) shall include provisions for waiver of subrogation. All insurance policies shall provide that the insurance coverage shall not be cancelled by the insurance carrier without thirty (30) days prior written notice to CITY, or ten (10) days notice if cancellation is due to nonpayment of premium. Engineer agrees that it will not cancel or reduce said insurance coverage. Engineer agrees that if it does not keep the aforesaid insurance in full force and effect, CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at Engineer's expense, the premium thereon.

21. Notices. Written notice to either party as required by this Agreement shall be sent by first class mail delivery, and shall be deemed received on the third business day following deposit in the United States mail, postage prepaid, addressed to the parties as follows:

To The CITY: Industry City Hall
 15625 E. Stafford St., Suite 100
 City of Industry, CA 91744


To The Engineer: 255 North Hacienda Blvd., Suite 222
 City of Industry, CA 91744

22. California Law. This Agreement is made in the State of California and shall be interpreted and enforced and all questions arising hereunder shall be resolved and adjudicated in accordance with the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Los Angeles County Superior Court. Approval by the CITY or its agencies or commissions which may be desired or required under this Agreement shall not be effective for any purpose whatsoever, and shall not be binding upon either party hereto, unless said approval is in writing and signed by an authorized representative of the CITY or its agencies or commissions.
23. Attorney Fees. If any action at law or in equity, including an action for declaratory relief is brought to enforce or interpret the provisions of this Agreement, or for damages for the breach of any provision therefore, the prevailing party shall be entitled to reasonable attorney's fees which may be set by the Court, or in a separate action brought for the purpose, in addition to any other relief to which that party may be entitled.
24. Conflicts of Interest. Engineer agrees not to accept any employment or representation during the term of this Agreement or within twelve (12) months after completion of the work under this Agreement which is or may likely make Engineer "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decisions made by CITY on any matter in connection with which Engineer has been retained pursuant to this Agreement.
25. Entire Agreement. This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between CITY and Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended, or provisions or breach may be waived, only by subsequent written agreement signed by both parties.
26. Construction. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not

be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Agreement or who drafted that portion of the Agreement.

27. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by the CITY of any payment to Engineer constitute or be construed as a waiver by the CITY of any breach of covenant, or any default which may then exist on the part of Engineer, and the making of any such payment by the CITY shall in no way impair or prejudice any right or remedy available to the CITY with regard to such breach or default.
28. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

CITY OF INDUSTRY:



BY: KEVIN RADECKI, CITY MANAGER

JUNE 23, 2011

DATE

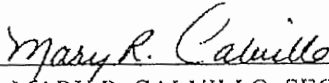
ENGINEER:



BY: CLEMENT N. CALVILLO, PRESIDENT
CNC ENGINEERING

JUNE 23, 2011

DATE



BY: MARY R. CALVILLO, SECRETARY

JUNE 23, 2011

DATE

STANDARD FEE SCHEDULE
FOR PROFESSIONAL SERVICES
 Effective July 1, 2011

Civil Engineering Services

\$199.00	Principal
\$153.50	Associate Principal Engineer
\$148.00	Sr. Project Manager
\$148.00	Project Manager
\$119.50	Project Engineer, Sr. Civil Engineer
\$113.50	Design Engineer, Civil Engineer
\$119.50	Design/Draftsperson, Research Coordinator
\$113.50	Draftsperson, Permit Coordinator
\$ 74.00	Administrative Assistant
\$ 62.50	Office Work/Field Work

Field Survey, Inspection Services and Homeland Security

\$148.00	Director of Field Surveying
\$119.50	Project Surveyor
\$140.00	One Person Crew
\$222.00	Two Person Crew
\$290.00	Three Person Crew
\$119.50	Survey Technician
\$119.50	Construction Inspector I
\$148.00	Water Project Manager
\$148.00	Sr. Construction Inspector III
\$119.50	Property Mgmt/Maintenance
\$113.50	Water Technician
\$113.50	Permit Code Enforcer
\$ 28.40	GIS – Design & Coordination
\$ 28.40	GIS – General Data Entry

Direct Project Expenses

Photo Copies – Color	\$2.50 per page
Photo Copies – Black & White/Fax	\$0.20/1.60 per page
Plan Sheet Printing – In house bond/Mylar	\$1.00/4.00 per square foot
Subconsultant Services	Actual cost + 15% *
Subcontracted Services/Reproduction	Actual cost + 15% *
Federal Express, etc. Deliveries	Actual Cost

*If authorized by the client, an overtime premium multiplier of 1.5 will be applied to the billing rate of hourly personnel who work overtime in order to meet a deadline, which cannot be met during normal hours.

EXHIBIT B

Professional Services Agreement with C & C Engineering, Inc.
for Engineering Staff Support Services

[Attached]

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of September 22, 2016 ("Effective Date"), between the City of Industry, a municipal corporation ("City"), the Successor Agency to the Industry Urban-Development Agency, a public body, corporate and politic ("Agency"), and C & C Engineering, Inc., a California corporation ("Consultant"). The City, Agency and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, City and Agency desire 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, Agency and Consultant agree as follows:

1. **TERM**

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until September 22, 2017, unless sooner terminated pursuant to the provisions of this Agreement. Notwithstanding the foregoing, the City, and Agency, at their sole and exclusive option, may grant two one (1) year extensions to 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/Agency. The Services shall be performed by Consultant, unless prior written approval is first obtained from the City/Agency. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

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

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

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not

limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). No officer or employee of City/Agency 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/Agency. If Consultant was an employee, agent, appointee, or official of the City/Agency 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/Agency 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/Agency Executive Director shall represent the City/Agency 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/Agency agree to pay Consultant bi-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.

(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/Agency. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City/Agency and Consultant at the time City's/Agency's written authorization is given to Consultant for the performance of said services.

(c) Consultant shall submit invoices bi-monthly for actual services performed. Invoices shall be submitted on or about the first and fifteenth business days 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/Agency disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

5. LABOR CODE AND PREVAILING WAGES

(a) Consultant represents and warrants that it is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000.00 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City/Agency 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 and Agency, and their elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Consultant's or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant, failure or alleged failure to comply with Prevailing Wage Laws.

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

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

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

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

the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

6. SUSPENSION OR TERMINATION OF AGREEMENT

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

(b) In the event this Agreement is terminated pursuant to this Section, the City/Agency 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/Agency. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to the City/Agency pursuant to Section 5 of this Agreement.

(c) In the event this Agreement is terminated pursuant to this section, the Consultant shall provide the City/Agency with all sketches, pencil tracings of working drawings, plans, computations in reproducible form, specifications and all contract documents shall be the property of the City/Agency without restriction or limitation upon use, duplication or dissemination. With the written permission of the City/Agency, Consultant shall be entitled to retain copies of such documents as is may require. It is contemplated that during the Term of this Agreement, all of aforementioned original plans, sketches, drawings, contracts and the like shall be maintained in the possession of the City/Agency, but the Consultant may retains copies of all such documents. The City/Agency may require Consultant to surrender possession thereof of all existing original documents and work product in Consultant possession upon thirty (30) day notice.

(d) Consultant agrees that approval of this Agreement shall automatically cause the termination of any underlying agreements for engineering services between the City/Agency and Consultant, including, but not limited to, the agreement with the City dated June 23, 2011, and any subsequent amendments thereto. Consultant further waives and releases the City/Agency, their officials, employees and agents from any and all claims for damages pertaining to the termination of any prior agreements for engineering services between the City/Agency and Consultant.

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/Agency 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/Agency or its designees at reasonable times to review such books and records; shall give City/Agency the right to examine and audit said books and

records; shall permit City/Agency to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

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

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 Agency and any and all of their 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 that arise out of, pertain to, or relate to 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 Agency, and any and all of their 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 and/or Agency, their 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 and/or Agency, Consultant shall have an immediate duty to defend the City and Agency at Consultant's cost or at City's and/or Agency's option, to reimburse the City and/or Agency for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

Payment by City/Agency is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Consultant, City, and Agency as to whether liability arises from the sole negligence of the City and/or Agency or its officers, employees, or agents, Consultant will be obligated to pay for City's and/or Agency's defense until such time as a final judgment has been entered. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant may submit a claim to the City and/or Agency for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the indemnified party.

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/Agency 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/Agency nor any of their 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/Agency. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City/Agency, or bind the City/Agency 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/Agency shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City/Agency. City/Agency 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/Agency, and their 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/Agency in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City/Agency 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/Agency to any and all remedies at law or in equity.

13. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

No member, officer, or employee of City/Agency, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Services 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/Agency's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City/Agency, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City/Agency, unless otherwise required by law or court order.

(b) Consultant shall promptly notify City/Agency 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/Agency of such Discovery, court order or subpoena. City/Agency 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/Agency 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/Agency and to provide the opportunity to review any response to discovery requests provided by Consultant. However,

City's/Agency's right to review any such response does not imply or mean the right by City/Agency to control, direct, or rewrite said response.

15. NOTICES

Any notices which any party may desire to give to any 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/Agency:	City of Industry 15625 E. Stafford, Suite 100 City of Industry, CA 91744 Attention: City Manager/Executive Director
With a Copy To:	James M. Casso, City Attorney/Agency General Counsel Casso & Sparks, LLP 13200 Crossroads Parkway North, Suite 345 City of Industry, CA 91746
To Consultant:	Clement N. Calvillo, President C & C Engineering, Inc. 255 North Hacienda Boulevard, Suite 222 City of Industry, CA 91744

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/Agency.

Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide City/Agency with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include an indemnity provision similar to the one provided herein and identifying City/Agency as indemnified parties, 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/Agency for such insurance.

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the City/Agency 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/Agency 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, Agency 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, Agency 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, Agency 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.

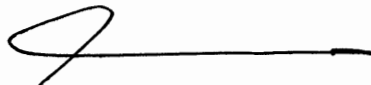
(SIGNATURES ON FOLLOWING PAGE)

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”
C & C Engineering, Inc.

By:  _____
Clement N. Calvillo, President

By:  _____
Mary R. Calvillo, Secretary

Attest:

By: _____
Diane Schlichting, Chief Deputy City Clerk

Approved as to form:

By: _____
James M. Casso, City Attorney

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

By: _____
Paul Philips, Executive Director

Attest:

By: _____
Diane Schlichting, Assistant Secretary

Approved as to form:

By: _____
James M. Casso, Agency General Counsel

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

EXHIBIT A

SCOPE OF SERVICES

Consultant shall:

1. General Engineering and Project Management

- A. Serve as City Engineer; designated City Engineer/Agency Engineer and Deputy City Engineer/Agency Engineer must be a registered civil engineer in the State of California;
- B. Manage and provide all aspects of civil engineering, traffic engineering, front counter permit services, plan checking, development conditioning, capital project management, construction inspection, and assistance in obtaining federal, state and other funding for transportation and other infrastructure projects;
- C. Review all matters pertaining to engineering to ensure that initiatives proposed and implemented by the City/Agency and others are done in a manner that protects the City's/Agency's interests, and are consistent with local, state and federal laws;
- D. Assist in planning, coordinating, supervising and evaluating infrastructure, programs, plans, and services;
- E. Evaluate the City's/Agency's needs and formulate short- and long-term plans to meet needs in all areas of public works improvements, including streets, sewers, storm drains, water distribution system, street lights, traffic signals, bridges, median islands, municipal facilities and all other improvements within the public right-of-way;
- F. Provide engineering, design services, land surveying and manage construction of public works projects, including construction inspection and construction staking;
- G. Be available to public and private developers to handle matters dealing with the engineering functions of city government;
- H. Maintain, at City Hall, municipal engineering records and maps required to ensure accurate information is available to the public and City/Agency staff;
- I. Prepare reports, investigations, studies and evaluations as may be required by the Director of Development Services and Administration or his designee;
- J. Advise the City/Agency as to engineering and construction funding available from other government agencies, and when so directed, prepare and initiate applications for funding;
- K. Serve as Resident Engineer when required pursuant to Caltrans/federal requirements;
- L. Design of capital improvement projects, improvement plans, specifications, bid documents, and public improvement project management and inspection;

- M. Solicit proposals for capital improvement project design work, construction management, and inspection, as needed;
- N. Review and evaluate bid submittals;
- O. Provide construction observation, management, inspection, and staking during the construction of City/Agency projects; act as Resident Engineer; assist with cost estimating, approval of payments, and change orders, filing of notices, and other tasks;
- P. Coordinate activities with other departments and outside agencies to obtain various approvals and agreements such as environmental clearances, permits, land acquisition, and rights-of-way for engineering projects;
- Q. Negotiate land acquisitions, dispositions, easements, agreements, leases, and other associated property rights as it relates to engineering projects;
- R. Assist with the development and implementation of a multi-year Capital Improvement Program for the City;
- S. Attend City Council, Successor Agency to the Industry Urban-Development Agency, Oversight Board of the Successor Agency to the Industry-Urban Development Agency and other meetings as requested;
- T. Provide such other related engineering services as requested by the City Manager/Executive Director or his designee;
- U. Provide peer review for City/Agency contractors and accept peer review from City/Agency Contractors, as directed;
- V. Conform to systems of procurement, administrative and financial controls, as directed;
- W. Provide NPDES services that are necessary and related functions as are the normal practice of City Engineering Departments; and
- X. Maintain the City's/Agency's digital and plotted atlases of all infrastructure.

2. Development Review

- A. Review proposed improvements and land developments and provide recommendation as to engineering matters to ensure conformance with City ordinances and state law;
- B. Perform statutory functions of City/Agency Engineer pertaining to the review and checking of lot line adjustments, parcel and tract maps, including tentative, final and vesting maps. Ensure map conformance with State Subdivision Map Act and City ordinances;
- C. Provide a "turn around" checking time for maps and improvement plans not to exceed ten calendar days for the first plan check once the application has been deemed complete and all subsequent plan checks necessary until plan is approved. The Engineer shall notify the applicant in writing of any final plan or final map deficiencies within the timeframe required by State law, and in no event more than 30 days after receipt, specifying those items needed to complete the application;

- D. Establish performance, labor and material bond amounts when required and ensure the posting of such bonds within the proper time sequence of such development control;
- E. Provide necessary and related functions as are the normal practice of City/Agency Engineering in control of private development; and
- F. Provide front counter in-take and public information services.

3. Traffic Engineering

- A. Provide support and expertise in the application of Traffic Engineering principles and practices to provide and enhance the safety and efficient movement of pedestrians, cyclists and vehicular traffic of people and goods within the City;
- B. Ensure compliance with requirements of Section 627 of the California Vehicle Code and all other applicable federal, state, and local laws;
- C. Provide comprehensive analyses of existing and projected traffic conditions; intersection design, rail line or at-grade crossing impacts, speed humps, City parking lot design, and traffic/transportation data collection services;
- D. Provide electronic traffic control device studies and designs (signs, signals, pavement markings, school zone flashers and curve warning flashers);
- E. Review subdivision or new development projects involving traffic impact analyses, transportation modeling, area-wide transportation studies and road impact fee analyses;
- F. Investigate citizen requests for traffic calming measures and respond to citizens, as directed by the City Manager/Executive Director;
- G. Provide technical assistance for traffic signal design and day-to-day traffic operations including traffic signals;
- H. Provide technical input to City/Agency staff with signing and striping changes, issuing workorders to address citizen requests, signal equipment upgrades and parts, collision analysis, speed limits, traffic volume data and other work performed by City/Agency staff;
- I. Review traffic plans for capital improvement projects and advise City/Agency on potential issues;
- J. Assist City with preparation of Annual Traffic Safety Report;
- K. Review development plans, including environmental impact reports and impact studies for potential traffic issues and advise on possible solutions;
- L. Review precise grading and public improvement plans for potential traffic issues and advise on possible solutions;
- M. Review traffic control plans for construction projects and advise on potential issues; and
- N. Maintain traffic collision database and advise on traffic issues involved.

4. Construction Inspection

- A. Coordinate and attend pre-construction meetings;
- B. Review shop drawing and submittals from contractor;
- C. Provide field inspections of work in progress to ensure compliance with plans and specifications;
- D. Follow federal requirements and procedures and filing system for federally funded projects;
- E. Take digital photos of each construction phase throughout duration of project;
- F. Serve as inspector of record (create redline on as-built drawings) for work inspected;
- G. Prepare and distribute written daily inspection reports via e-mail and hard copy;
- H. Coordinate inspections with utility companies as necessary;
- I. Coordinate special testing and inspection work as required;
- J. Report instances of apparent non-compliance with contract plans, specifications to Director of Development Services and Administration or his designee for resolution;
- K. Verify prevailing wages and payroll information; and
- L. Verify progress payments.

5. Testing

Consultant shall oversee the testing and review construction method and material compliance testing reports. Testing will include, but not be limited to: A. Soil compacting testing;

- B. Asphalt concrete testing; and
- C. Concrete slump and strength testing.

6. Federally Funded Projects

- A. Secure all necessary permits, including CEQA and NEPA compliance, surveying, testing, preparation of plans and specifications, description of construction phasing plan, estimate of probable construction costs, preparation of bid documents, review of construction contract bids, recommendation for award, construction inspection, and construction administration;
- B. Provide all services in accordance with Caltrans standards, FHWA standards, and City/Agency standards;
- C. Comply with California Government Code Section 8355 in matters relating to the provision of a drug-free workplace;
- D. Comply with the Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et. Seq., that govern allowable elements of cost;
- E. Comply with the administrative requirements set forth in 49 CFR Part 18, Uniform

Administrative Requirement for Grants and Cooperative Agreements to State and Local Governments; and

- F. Comply with CFR Title 49, Part 29, Debarment and Suspension of Certificate, refer to Exhibit 12-E "Debarment and Suspension Certificate" in Chapter 12 of the Caltrans Local Assistance Manual.

7. Provision of Services

- A. Place the highest emphasis on customer service;
- B. Be reachable and available to respond to City/Agency emergencies at all times. Consultant must provide City/Agency with emergency contact numbers for key personnel to facilitate the immediate response by Consultant to emergencies and provide an updated contact list every six months;
- C. Communicate effectively with citizens before, during, and after construction projects;
- D. Consultant shall provide written comments for initial and subsequent review no later than ten (10) calendar days from date of receipt of the plans. Consultant shall provide comments for expedited plan reviews within three (3) working days of receipt of the plans;
- E. Consultant will meet every two weeks with the Director of Development Services and Administration or his designee and other designated staff to provide comprehensive updates on all pending assignments; and
- F. Consultant will make initial contact in response to staff and developer inquiries and citizen concerns within 24 hours of receipt by City and update reporting party and Director of Development Services and Administration or his designee regularly throughout investigation and resolution period.

EXHIBIT B

RATE SCHEDULE

Civil Engineering Services		Municipal Engineering Services	
Principal	\$223.60	City Engineer/Agency Engineer	\$223.60
Associate Principal Engineer	\$172.47	Deputy City/Agency Engineer	\$172.47
Sr. Project Manager	\$166.29	Plan Checker	\$134.27
Project Manager	\$166.29	Sr. Construction Inspector	\$166.29
Project Engineer	\$134.27	Construction Inspector	\$134.27
Design Engineer	\$127.53	Administrative Assistant	\$83.15
Draftsperson	\$127.53		
Permit Coordinator	\$127.53		
Administrative Supervisor	\$95.40		
Administrative Assistant	\$83.15		
Office Work	\$70.23		
Field Work	\$70.23		
Student Interns	\$70.23		
Field Survey and Inspection Services			
Director of Survey	\$166.29		
Project Survey Manager	\$134.27		
Project Surveyor	\$134.27		
One Person Crew	\$157.30		
Two Person Crew	\$249.44		
Three Person Crew	\$325.84		
Sr. Construction Inspector	\$166.29		
Field Operations Assistant	\$134.27		

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City and/or Agency, and prior to commencement of the Services, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to the City/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 \$2,000,000.00 per occurrence, \$5,000,000.00 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/Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City and Agency, their officers, agents, employees and volunteers.

Proof of insurance. Consultant shall provide certificates of insurance to City/Agency as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City/Agency at all times during the term of this contract. City/Agency reserve 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 and/or Agency shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City and Agency before the City's and/or Agency'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 and/or Agency has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City/Agency will be promptly reimbursed by Consultant, or City/Agency will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City/Agency may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the 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 and Agency, their 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/or Agency, 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/Agency to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City and/or 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/Agency 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 and/or Agency.

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

Additional insured status. General liability policies shall provide or be endorsed to provide that City and Agency and their 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/Agency 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/Agency for review.

City's right to revise specifications. The City and Agency reserve 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, Agency and Consultant may renegotiate Consultant's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the City/Agency. The City/Agency reserve 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/Agency.

Timely notice of claims. Consultant shall give the City and Agency 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.

SUCCESSOR AGENCY

ITEM NO. 5.3



SUCCESSOR AGENCY TO THE
INDUSTRY URBAN - DEVELOPMENT AGENCY
MEMORANDUM

To: Honorable Chairman and Members of the Successor Agency to the Industry Urban-Development Agency Board

From: Paul J. Philips, Executive Director *Paul J. Philips*

Staff: Clement N. Calvillo, Agency Engineer, CNC Engineering *CNC*
Joshua Nelson, Deputy Agency Engineer, CNC Engineering *JN*
Eduardo Pereira, Project Engineer, CNC Engineering *EP*

Date: September 22, 2016

SUBJECT: Facilities Relocation Agreement with Southern California Edison Company (MP 99-31 #16) ROPS Line Item No. 202

DISCUSSION:

The grading at the Industry Business Center property requires the relocation of various Southern California Edison (SCE) Company distribution, transmission and communication facilities located westerly of Grand Avenue. The relocations by SCE are divided into three phases of work. Phase 1 involved the undergrounding of the 12Kv distribution and communication lines located adjacent to the existing concrete trapezoidal drainage channel which parallels the SR60 Freeway. This segment begins at the westerly end of the channel and extends approximately 1400 feet easterly to the upstream end of the channel. Phase 2 is the relocation and undergrounding of the existing 66Kv transmission lines that currently traverse the middle of the property on existing steel lattice towers. Phase 3 will continue undergrounding the 12Kv system from the easterly end of phase 1 and extend easterly to Grand Avenue.

The attached Facilities Relocation Agreement is for SCE tasks included the first part of Phase 3. The total estimated cost for this Phase 3 work by SCE is approximately \$1,500,000.00 which includes the costs for design, inspection, and installation of new ducts and structures along with cabling along Grand Avenue. Unfortunately, at this time the final dollar amounts is still being calculated by Edison but they have confirmed the amount will be no greater than \$1,500,000.00. We should have the final amount at the time of the meeting.

FISCAL IMPACT:

The amount approved in the current ROPS 16-17A period is \$3,031,000.00 in Line 202. SCE will prepare and submit a final accounting after the project whereby any remaining unspent funds will be returned to the Agency or any excess costs will be billed. The total fiscal impact will be less than \$1,500,000.00.

RECOMMENDED ACTION:

It is recommended that the attached agreement be approved. This expenditure is approved for the current ROPS 16-17A period.

Please forward the signed document to Alicia Fernandez with CNC Engineering for further processing.

CC/EP/JN:jv

FACILITIES RELOCATION AGREEMENT
(UNDERGROUND RELOCATION - SCE TO INSTALL DUCTS/SUBSTRUCTURES)

This Facilities Relocation Agreement ("Agreement") is made and entered into this ____ day of September, 2016 (the "Effective Date") by and between Southern California Edison Company, a California corporation ("SCE"), and Successor Agency to the Industry Urban-Development Agency, a public body, corporate and politic (the "Applicant"). SCE and the Applicant are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the Applicant is proposing to develop a commercial and industrial project (the "Project") within that area generally depicted in the attached Exhibit A (the "Project Location"); and

WHEREAS, SCE currently operates and maintains certain distribution and telecommunication facilities (collectively the "SCE Facilities") within and proximate to the Project Location; and

WHEREAS, the Applicant has determined that implementation of the Project will require the relocation of portions of the SCE Facilities and, to that end, the Applicant has requested that SCE relocate some or all of the SCE Facilities underground; and

WHEREAS, the Applicant has requested that SCE furnish and install the pads and vaults for transformers and associated equipment, conduits, ducts, boxes, and pole bases, and to perform other work related to structures and substructures including breaking of pavement, trenching, backfilling, and repaving required in connection with installation of the underground system, as described in SCE's Tariff Rule 20, Section B.2.a; and

WHEREAS, subject to the terms and provisions set forth herein, SCE is willing and able to relocate the identified SCE Facilities in order to accommodate the Project.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE APPLICANT AND SCE AS FOLLOWS:

AGREEMENT

1. SCOPE OF WORK

The Project will require that certain of SCE's underground distribution and telecommunication facilities be relocated underground ("the Underground Relocation"). The Scope of Work for the Underground Relocation is as follows: Relocation of existing underground distribution and SCE telecommunication facilities per attached Design 718983_0.01.

2. RELOCATION PLANS

a. Approved Relocation Plans. In furtherance of the Applicant's request, SCE has prepared certain plans/designs that identify (i) the SCE Facilities that will be impacted by the Project and (ii) the relocation areas for the affected SCE Facilities (the "Relocation Plans"). Copies of the Relocation Plans are attached hereto as Exhibit B. The Applicant expressly acknowledges that (a) it has reviewed and approved the Relocation Plans and (b) the Relocation Plans do not present any conflicts with the Applicant's development plans for the Project, nor do the Relocation Plans conflict with any other non-SCE utilities that are located, or will be located, in the Project Location. It is the Applicant's sole responsibility to ensure that no conflicts exist between the Relocation Plans and the Applicant's development plans or other non-SCE utilities, and to timely inform SCE of the need for any refinements, modifications, or revisions to the Relocation Plans to resolve any such conflicts that may later arise, all in accordance with subsections (b) - (d) below.

b. Refinements to Plans. Depending upon the design status of the Project as of the Effective Date, the Parties acknowledge that refinements and/or adjustments to portions of the Relocation Plans may be required in order to eliminate minor conflicts. In such instance, SCE shall prepare such refinements to the Relocation Plans as may be necessary in order to address/eliminate said conflicts. The refined Relocation Plans shall be presented to the Applicant for review and approval; SCE shall not commence the Relocation Work (see Section 4, below) unless and until the Applicant has reviewed and approved the refined Relocation Plans. The Applicant shall be responsible for all costs and expenses reasonably incurred by SCE in relation to SCE's refinement of the Relocation Plans.

c. Revised Plans. In the event that modifications/revisions to the Relocation Plans are required in order to accommodate changes to the Project (including the elimination of conflicts with the Applicant's development plans), to resolve conflicts with other non-SCE utilities within the Project area, or to address other changed circumstances, then SCE shall prepare such modifications/revisions as are necessary to address said changes and shall present same to the Applicant for review and approval. The Applicant shall be responsible for all costs and expenses reasonably incurred by SCE in relation to SCE's preparation of the modifications/revisions to the Relocation Plans.

d. Potential Project Delays. The Applicant expressly acknowledges that the preparation of refined, modified and/or revised Relocation Plans may cause delays in SCE's performance of the Relocation Work, and that said delays could impact the development schedule for the Project. The Parties agree that SCE shall not have any liability or obligation to the Applicant (or others) in the event that the preparation of refined, modified and/or revised Relocation Plans results in delays in the Project.

3. ACQUISITION OF LAND RIGHTS

The Applicant shall be responsible for securing all land rights required by SCE to allow SCE to relocate, construct and permanently operate and maintain the SCE Facilities on the areas depicted in the Relocation Plans (the "Relocation Areas"). The land rights acquired by the Applicant (the "SCE Land Rights") shall be in a form prescribed by SCE (the "SCE Land Rights Form"); SCE shall provide the SCE Land Rights Form to the Applicant.

The SCE Land Rights shall also include permanent rights of ingress/egress that allow SCE to gain reasonable, unimpeded and non-escorted access to and from the Relocation Areas and the SCE Facilities (whether over lands owned by the Applicant or otherwise). In connection with the acquisition of the SCE Land Rights, the Applicant shall be responsible for clearing all encumbrances identified by SCE that could interfere with the Relocation Work and the exercise of the SCE Land Rights on/about the Relocation Areas (including access thereto/therefrom). Unless otherwise agreed in writing by SCE, the SCE Land Rights shall be granted directly to SCE. Notwithstanding any provision herein to the contrary, SCE will not begin the Relocation Work unless and until all required SCE Land Rights have been executed, in writing, and presented to and approved by SCE.

4. RELOCATION WORK

Following (i) the Parties' confirmation of the finality of the Relocation Plans and (ii) the Applicant's acquisition (and SCE's approval) of the SCE Land Rights, SCE shall cause the SCE Facilities to be removed and relocated to the Relocation Areas in accordance with the Relocation Plans (the "Relocation Work"). SCE and the Applicant shall perform the Relocation Work in accordance with all applicable laws, rules and regulations.

a. Work to Be Performed by SCE

1. SCE shall procure and install all materials related to its electrical system - for

example: cable, transformers, switches, capacitors, meters, and connectors - and all ducts and substructures. SCE shall provide all engineering work related to the relocation of said electrical facilities.

2. SCE shall, at Applicant's cost and expense, remove or abandon its underground electrical facilities after the new underground facilities have been installed, energized, and placed into permanent service.
3. Underground electrical facilities installed pursuant to this Agreement shall be and remain the property of SCE. SCE shall be responsible for future maintenance of said facilities after the Relocation Work is complete.
4. Except as stated in Section 9 below, SCE and the Applicant shall each separately be responsible for obtaining all permits required to complete the portion of the work for which each Party is responsible under this Agreement, unless the Parties agree otherwise in writing.

b. Work to Be Performed by Applicant

1. The Applicant, at no cost to SCE, is responsible for providing SCE with any required street improvement or site plans reflecting the location of all existing and proposed underground and/or overhead structures and/or facilities.

5. COST ALLOCATION

Applicant is exclusively responsible for all costs and expenses associated with SCE's implementation of the Relocation Plans including, but not limited to, the costs and expenses associated with (i) SCE's preparation of the Relocation Plans (and any revisions thereto and refinements thereof), (ii) SCE's performance of the Relocation Work and (iii) the Applicant's acquisition of the SCE Land Rights

Applicant shall reimburse SCE for costs and expenses incurred by SCE in accordance with the provisions of Section 6, below.

6. INITIAL COST ESTIMATE, PAYMENT(S) AND RECONCILIATION

a. Initial Cost Estimate. The total estimated cost for the Relocation Work for which the Applicant is responsible is \$1,500,000.00. (the "Initial Cost Estimate").

The Initial Cost Estimate includes a 22% Income Tax Component of Contribution ("ITCC"), which is the current 2016 ITCC rate. ITCC rates are variable and subject to change. The Applicant is responsible for payment of any increases in the ITCC that are applicable to the project, and shall reimburse SCE (within 60 days following written demand from SCE) for any ITCC increases calculated or paid by SCE, including any interest, penalties or fees associated therewith.

b. Prior Advances; Outstanding Balance. SCE has not previously received an advance from the Applicant for this particular relocation request. Thus, the total remaining balance due to SCE at this time is \$1,500,000.00. (the "Outstanding Balance").

c. Payment of Outstanding Balance. Concurrent with the Applicant's execution and delivery of this Agreement, the Applicant shall pay to SCE the Outstanding Balance. The Outstanding Balance shall be delivered to SCE at the address shown in Section 12.b, below, and shall reference the following SCE Project File Number: Project ID# 845. Notwithstanding any provision herein to the contrary, the Applicant acknowledges and agrees that SCE will not begin the

Relocation Work unless and until SCE has received the Outstanding Balance.

d. Reconciliation. The Parties acknowledge that the Initial Cost Estimate is valid only for a period of 90 days following the Effective Date, and that the costs associated with SCE's performance of the Relocation Work could increase prior to SCE's completion of the Relocation Work. Upon completion of the Relocation Work (or the cancellation of the Project or termination of this Agreement), the Applicant will be responsible for paying the total costs and expenses actually incurred by SCE for which the Applicant is responsible under this Agreement in relation to implementation of the Relocation Plans. Thus, at the completion of the Relocation Work (or upon the cancellation of the Project or termination of this Agreement), SCE will calculate the total actual costs and expenses for which the Applicant is responsible hereunder, and the Applicant will be provided with a final invoice identifying said costs and expenses. The Applicant will be billed or refunded, as applicable, for any difference between the amounts paid by the Applicant hereunder and the actual costs and expenses incurred by SCE. Any amount owed to SCE shall be due no later than 30 days after the Applicant's receipt of the final invoice. Similarly, any amount owed by SCE to the Applicant shall be refunded by SCE to the Applicant within 30 days following SCE's preparation and delivery of the final invoice.

If the Applicant fails to pay the final invoice within 30 days of receipt, the Applicant is responsible for paying to SCE, in addition to the invoiced amount, any and all costs incurred by SCE to collect the past due amount, including but not limited to, collection agency fees and court costs, but excluding attorneys' fees.

7. PROJECT SCHEDULING

The Parties acknowledge and agree that completion of the Relocation Work is contingent upon mutually acceptable schedules, available resources, the timely obtaining of permits, licenses, real property rights, and other documents, outages or other key items and not being delayed by those forces described in Section 8, below. The Parties shall work cooperatively and in good faith to timely meet all mutually-acceptable schedules and to minimize delays; however, the Applicant expressly acknowledges and agrees that SCE offers no guarantees or warranties regarding the completion date for the Relocation Work.

8. NO RESPONSIBILITY FOR DELAYS

SCE shall not be responsible or liable to the Applicant (or others) for any delay in its performance hereunder, or for any delays in the Project, due to any reason including, but not limited to: shortage of labor or materials, delivery delays, major equipment breakdown, load management, strikes, labor disturbances, war, riot, insurrection, civil disturbance, weather conditions, epidemic, quarantine restriction, sabotage, act of public enemy, earthquake, governmental rule, regulation or order, including orders of judgments of any court or commission, requirement of additional or separate Environmental Impact Reports requested by the California Public Utilities Commission ("CPUC"), delay in receiving a Certificate of Public Convenience and Necessity from the CPUC, delay in obtaining necessary rights of way, act of God, or any cause or conditions beyond the control of SCE or the Applicant. The Applicant expressly waives and releases any and all claims for damages against SCE arising out of any delays in the Project unless due to SCE's sole negligence or willful misconduct.

9. COMPLIANCE WITH CEQA AND OTHER ENVIRONMENTAL LAWS

The Applicant, at no cost to SCE, but with SCE's reasonable cooperation, shall comply with the requirements of the California Environmental Quality Act ("CEQA") and other environmental laws, as applicable, and shall prepare any and all Negative Declarations, Mitigated Negative Declarations and/or Environmental Impact Reports which may be required by any agency or entity having jurisdiction over the Project and the Relocation Work. The Applicant expressly acknowledges that SCE is relying upon the Applicant's representations that the Relocation Work is covered by the

environmental documentation, clearances and permits issued (or to be issued) in relation to the Project, and that the Applicant is responsible for satisfying all mitigation requirements and conditions attendant to SCE's performance of the Relocation Work. Notwithstanding any provision herein to the contrary, the Applicant acknowledges and agrees that SCE will not begin the Relocation Work unless and until all environmental permits, approvals, certifications and authorizations have been issued in relation to the Project and the Relocation Work.

10. COOPERATION BY BOTH PARTIES: TIMELY COMMUNICATION

The Parties shall work cooperatively and in good faith to timely implement their respective duties and obligations set forth herein. To that end, the Parties shall timely communicate with one another regarding the status of the Project, the status of the Relocation Work, and ways that the Parties may work together to facilitate the completion of this Agreement. Notwithstanding any provision herein to the contrary, failure by the Applicant to timely respond to requests for information by SCE shall be considered a default of this Agreement.

11. INDEMNIFICATION

The Applicant agrees, for itself, and for its agents, contractors, and employees, to save harmless, defend, and indemnify SCE, its officers, agents, contractors, and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of action, expense and/or liability arising from or growing out of loss or damage to property, including SCE's own personal property, or injury to or death of persons, including employees of SCE, resulting in any manner whatsoever, directly or indirectly, by reason of this Agreement. Applicant's duty to indemnify SCE includes, without limitation, claims against SCE regarding approvals given by Applicant for SCE's plans, claims against SCE pertaining to the location and/or underlying real property rights for SCE's facilities in new locations (as may be applicable), and claims against SCE for the removal and/or remediation of pre-existing environmental contamination (provided such contamination was not caused by SCE). Applicant shall not be excused of its duty to indemnify for SCE's ordinary negligence, but shall be excused to the extent claims, losses, or damages are attributable to SCE's sole negligence, gross negligence, or willful misconduct.

12. NOTICES, CORRESPONDENCE, AND PAYMENT ADDRESS

a. Notices and Correspondence. Any notices and correspondence provided for in this Agreement, ***other than payments***, to be given by either Party hereto to the other shall be deemed to have been duly given when made in writing and deposited in the United States mail, registered or certified and postage prepaid, addressed as follows:

To SCE:

Miguel Flores
Project Manager (Transmission) Southern California Edison 800
West Cienega Blvd San Dimas, CA 91773

To Successor Agency to the Industry Urban-Development Agency:

15625 E Stafford St., Suite 100 City of Industry, CA 91744 Attention:
Paul J Philips

With a copy to: James M. Casso, Agency General Counsel
Casso & Sparks, LLP
13200 Crossroads Parkway North, Suite 345
City of Industry, CA 91746

b. Payments: Any payments provided for in this Agreement shall be forwarded to the addresses below.

To SCE:

Southern California Edison Company
P.O. Box 800
Rosemead, California 91771-0001
Attention: Accounts Receivable

To Successor Agency to the Industry Urban-Development Agency:

15625 E Stafford St., Suite 100 City of Industry, CA 91744 Attention:
Paul J Philips

13. TERMINATION

a. Applicant's Right to Terminate Agreement. The Applicant shall have the right to terminate this Agreement at any time upon written notice to SCE. If this Agreement is terminated by the Applicant, the Applicant shall be responsible to SCE for all costs and expenses actually incurred by SCE in connection with SCE's preparation of the Relocation Plans, performance of the Relocation Work, and any other actions/activities under this Agreement, notwithstanding the cost allocation provisions in Section 5, above. Additionally, Applicant shall be responsible for any additional costs and expenses incurred by SCE as a result of the termination, including but not limited to, restoring the SCE Facilities to a permanent operational state; all costs for equipment and/or materials; and all costs or expenses related to the cancellation of contracts, purchase orders, or other commitments or agreements entered into up to and including the date of the notice of termination, between SCE and all parties furnishing labor, materials, and services in connection with this Agreement. SCE shall prepare and deliver to the Applicant an invoice that describes/identifies the costs and expenses thus incurred by SCE. Within 30 days following SCE's delivery of said invoice, the Applicant shall pay to SCE the amounts specified in the invoice.

b. Termination Due to Applicant's Default. If the Applicant is in default of any of the terms, provisions, conditions, limitations and covenants of this Agreement, SCE may give the Applicant written notice of default ("Default Notice"). If the Applicant does not cure such default within the time specified in the Default Notice, SCE has the right, but not the obligation, to terminate this Agreement upon 30 days written notice to the Applicant (or such lesser time as may be appropriate under the circumstances). Except as otherwise provided, should SCE exercise such right of termination, SCE shall be entitled to payment for all costs and expenses for materials, services, labor, overhead, and any other expenses related to the performance of this Agreement thus incurred by SCE, up to and including the date of termination, notwithstanding the cost allocation provisions in Section 5, above. SCE shall also be entitled to payment for all costs and expenses required to effect the termination of this Agreement, including but not limited to: all costs and expenses pertaining to

the restoration of the SCE Facilities to a permanent operational state; all costs for equipment and/or materials; and all costs and expenses related to the cancellation of contracts, purchase orders, commitments or other agreements entered into up to and including the date of the notice of termination, between SCE and all parties furnishing labor, materials, and services in connection with this Agreement. SCE shall prepare and deliver to the Applicant an invoice that describes/identifies the costs and expenses thus incurred by SCE. Within 30 days following SCE's delivery of said invoice, the Applicant shall pay to SCE the amounts specified in the invoice.

14. JURISDICTION OF PUBLIC UTILITIES COMMISSION

This Agreement shall at all times be subject to such changes or modifications as the California Public Utilities Commission may, from time to time, direct in the exercise of its jurisdiction pursuant to the authority conferred upon it by law.

15. AMENDMENTS

The provisions of this Agreement shall not be altered or amended by any representations or promises of any Party unless consented to in a writing executed by all Parties.

16. GOVERNING LAW

This Agreement shall be subject to and construed according to the laws of the State of California, and venue for any cause of action shall be Los Angeles County, California.

17. HEADINGS

The captions and headings used in this Agreement are strictly for convenience and are not intended to and shall not affect the Parties' rights and obligations, or the construction or interpretation of this Agreement.

18. THIRD PARTY BENEFICIARIES

Nothing herein is intended to create any third party benefit.

19. NO AGENCY, PARTNERSHIP OR JOINT VENTURE

Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent or of partnership or of joint venture by and between the Parties hereto.

20. WAIVER

No waiver of any default or breach hereunder shall be implied from any omission to take action on account thereof, notwithstanding any custom and practice or course of dealing. No waiver by any Party of any provision under this Agreement shall be effective unless in writing and signed by such Party, and no waiver shall affect any default other than the default specified in the waiver and then said waiver shall be operative only for the time and to the extent therein stated. Waivers of any covenant shall not be construed as a waiver of any subsequent breach of the same.

21. DUPLICATE ORIGINALS AND ELECTRONIC SIGNATURES

This Agreement may be executed in duplicate originals, each of which, when so executed and delivered, shall be an original but such counterparts shall together constitute one instrument and agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission, Portable Document Format (*i.e.*, PDF) or by other electronic means constitutes effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. This Agreement may be executed by way of an electronic

signature, in which case, said electronic signature shall have the same force and effect as a written signature.

22. AUTHORITY

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

IN WITNESS WHEREOF, this Agreement and each and every term herein is agreed to by and between the undersigned.

DATED: _____

Successor Agency to the Industry Urban-
Development Agency,
a(n) _____

BY: _____
Paul J. Philips
Executive Director

DATED: _____

SOUTHERN CALIFORNIA EDISON COMPANY,
a California corporation

BY: _____
[INSERT NAME]
[INSERT TITLE]

EXHIBIT A

Description of the Project Location



EXHIBIT B

APPROVED RELOCATION PLANS

