

CITY OF INDUSTRY

CITY COUNCIL
REGULAR MEETING AGENDA

SEPTEMBER 28, 2017
9:00 AM



Mayor Mark Radecki
Mayor Pro Tem Cory Moss
Council Member Abraham Cruz
Council Member Catherine Marcucci
Council Member Newell Ruggles

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

Addressing the City Council:

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

Americans with Disabilities Act:

- ▶ In compliance with the ADA, if you need special assistance to participate in any City meeting (including assisted listening devices), please contact the City Clerk's Office (626) 333-2211. Notification of at least 48 hours prior to the meeting will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting.

Agendas and other writings:

- ▶ In compliance with SB 343, staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 East Stafford Street, Suite 100, City of Industry, California, at the office of the City Clerk during regular business hours, Monday through Friday 9:00 a.m. to 5:00 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.

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1. Call to Order
 2. Flag Salute
 3. Roll Call

4. Public Comments

5. **CONSENT CALENDAR**

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

5.1 Consideration of the Register of Demands for September 28, 2017

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

5.2 Consideration for the City Manager to begin discussions with Los Angeles County Parks and Recreation regarding the possible ongoing management and operation of recreational and open space at Tres Hermanos

RECOMMENDED ACTION: Authorize the City Manager to begin discussions with Los Angeles County Parks and Recreation.

5.3 Consideration of Amendment No. 2 to the Professional Services Agreement with the Dolphin Group to reflect a name change to Elevate Public Affairs, LLC

RECOMMENDED ACTION: Approve the Amendment.

6. **ACTION ITEMS**

6.1 Ratification of the Purchase and Sale Agreement and Joint Escrow Instructions for Tres Hermanos Ranch (the "PSA") by and between the Successor Agency to the Industry Urban-Development Agency and the City of Industry, incorporating the terms and conditions in the PSA as set forth in Oversight Board Resolution No. OB 2017-05.

RECOMMENDED ACTION: Ratify the Agreement, incorporating the terms and conditions set forth in Oversight Board Resolution No. OB 2017-05.

6.2 Consideration of Proposition A Assignment Agreement between the City of La Verne and the City of Industry for the exchange of Prop A Funds.

RECOMMENDED ACTION: Approve the Agreement.

- 6.3 Consideration of Amendment No. 1 to the Service Agreement with Advanced Discovery for Document Management Services

RECOMMENDED ACTION: Approve the Amendment.

- 6.4 Consideration of Amendment No. 2 to the Professional Services Agreement with Cartegraph, Inc., for Work Order Geographic Information System Software

RECOMMENDED ACTION: Approve the Amendment.

- 6.5 Consideration of Notice of Completion for Contract No. 2017-1008, LED Lighting Upgrade and Water Closet Replacement at City of Industry City Hall, located at 15625 East Stafford Street, with All American Contracting Corporation, and authorize the City Engineer to execute the Notice of Completion

RECOMMENDED ACTION: Authorize the City Engineer to execute the Notice of Completion.

- 6.6 Consideration of authorization to advertise for solicitation of public bids for Contract No. CITY-1444, Baldwin Park Boulevard and Amar Road Guardrail and Intersection Improvements, for an estimated cost of \$240,000.00

RECOMMENDED ACTION: Approve the plans and specifications, and authorize the advertising and receipt of electronic bids.

7. **CITY COUNCIL COMMITTEE REPORTS**

8. **AB 1234 REPORTS**

9. **CITY COUNCIL COMMUNICATIONS**

10. **CLOSED SESSION**

- 10.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): Two (2) Potential Cases

11. Adjournment to Thursday, October 12, 2017 at 9:00 a.m.

CITY COUNCIL

ITEM NO. 5.1

**CITY OF INDUSTRY
AUTHORIZATION FOR PAYMENT OF BILLS
CITY COUNCIL MEETING OF SEPTEMBER 28, 2017**

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	3,146,914.77
120	CAPITAL IMPROVEMENT FUND	1,200,010.24
140	CITY DEBT SERVICE	1,500.00
161	IPUC - ELECTRIC	527,931.42
TOTAL ALL FUNDS		4,876,356.43

BANK RECAP:

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BANK OF AMERICA - CKING ACCOUNTS	432,650.64
REF	REFUSE - CKING ACCOUNT	1,373,901.26
WFBK	WELLS FARGO - CKING ACCOUNT	3,069,804.53
TOTAL ALL BANKS		4,876,356.43

APPROVED PER CITY MANAGER

**CITY OF INDUSTRY
BANK OF AMERICA
September 28, 2017**

Check	Date	Payee Name	Check Amount
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CITYELEC.CHK - City Electric

1422	09/13/2017	CITY OF INDUSTRY	\$362,320.64
	Invoice		
	09/13/17	TRANSFER FUNDS-ELECTRIC	\$362,320.64

CITYGEN.CHK - City General

24377	09/18/2017	CIVIC RECREATIONAL INDUSTRIAL	\$70,000.00
	Invoice		
	09/13/17	TRANSFER FUNDS-CRIA A/P	\$70,000.00

PARKCIT.CHK - Parking Citation Checking

616	09/05/2017	DESPOT, MICHAEL A.	\$330.00
	Invoice		
	09/05/17	REFUND-CITATION #135955	\$330.00

Checks	Status	Count	Transaction Amount
	Total	3	\$432,650.64

**CITY OF INDUSTRY
WELLS FARGO REFUSE
September 28, 2017**

Check	Date		Payee Name	Check Amount
REFUSE - Refuse Account				
WT228	09/01/2017		CITY OF INDUSTRY DISPOSAL CO.	\$584,588.81
	Invoice	Date	Description	Amount
	2963174	09/01/2017	REFUSE SVC 8/1-8/23/17	\$584,588.81
WT229	09/08/2017		CITY OF INDUSTRY DISPOSAL CO.	\$789,312.45
	Invoice	Date	Description	Amount
	2970477	09/08/2017	REFUSE SVC 8/24-8/31/17	\$789,312.45

Checks	Status	Count	Transaction Amount
	Total	2	\$1,373,901.26

**CITY OF INDUSTRY
WELLS FARGO VOIDED CHECKS
September 28, 2017**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
66942	08/24/2017		ANNEALTA GROUP	(\$25,075.00)
	Invoice	Date	Description	Amount
	1089	08/07/2017	PLANNING SUPPORT-JUL 2017	(\$23,757.50)
	1090	08/07/2017	PLANNING SUPPORT-DP17-6, JN9297	(\$1,317.50)
67117	09/14/2017		SAN GABRIEL VALLEY CITY	(\$55.00)
	Invoice	Date	Description	Amount
	08/14/17	08/14/2017	MEMBERSHIP DUES FOR FY 2017/2018	(\$55.00)

Checks	Status	Count	Transaction Amount
	Total	2	(\$25,130.00)

**CITY OF INDUSTRY
WELLS FARGO BANK
September 28, 2017**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
67134	09/14/2017		SAN GABRIEL VALLEY CITY	\$55.00
	Invoice	Date	Description	Amount
	08/14/17-A	08/14/2017	MEMBERSHIP DUES FOR FY 2017/2018	\$55.00
67135	09/11/2017		L A COUNTY REGISTRAR-	\$75.00
	Invoice	Date	Description	Amount
	MND-DP16-6	09/01/2017	FEE-NOTICE OF INTENT FOR DP16-6	\$75.00
67136	09/11/2017		ANNEALTA GROUP	\$25,075.00
	Invoice	Date	Description	Amount
	1089	08/07/2017	PLANNING SUPPORT-JUL 2017	\$23,757.50
	1090	08/07/2017	PLANNING SUPPORT-DP17-6, JN9297	\$1,317.50
67137	09/13/2017		AT & T	\$225.00
	Invoice	Date	Description	Amount
	8963365510	09/01/2017	09/01-09/30/17 SVC - 600 S BREA CYN - METROLINK	\$225.00
67138	09/13/2017		FRONTIER	\$2,380.34
	Invoice	Date	Description	Amount
	2018-00000223	08/25/2017	08/25-09/24/17 SVC - EM-21535 BAKER PKWY BLDG	\$51.01
	2018-00000224	08/25/2017	08/25-09/24/17 SVC - EM-21760 GARCIA LN	\$65.77
	2018-00000225	08/28/2017	08/28-09/27/17 SVC - EM-21700 BAKER PKWY BLDG	\$51.01
	2018-00000226	08/28/2017	08/28-09/27/17 SVC - EM-21912 GARCIA LN-ALARM	\$65.77
	2018-00000227	08/28/2017	08/28-09/27/17 SVC - EM-179 S. GRAND AVE	\$37.50
	2018-00000228	09/01/2017	09/01-09/30/17 SVC - GS-21700 VALLEY BLVD	\$53.69
	2018-00000229	09/01/2017	09/01-09/30/17 SVC - GS-21650 VALLEY BLVD	\$51.01
	2018-00000230	09/01/2017	09/01-09/30/17 SVC - VARIOUS SITES	\$956.62
	2018-00000231	09/01/2017	09/01-09/30/17 SVC - VARIOUS GENERATOR SITES	\$1,047.96
67139	09/13/2017		LA PUENTE VALLEY COUNTY	\$27,905.74
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
September 28, 2017**

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
2018-00000264	08/21/2017	06/20-08/21/17 SVC - 285 HACIENDA BLVD (IRRI)	\$92.44
2018-00000265	08/21/2017	06/20-08/21/17 SVC - 1 AZUSA WAY (IRRI)	\$127.36
2018-00000266	08/21/2017	06/20-08/21/17 SVC - NELSON AVE (IRRI)	\$2,063.71
2018-00000267	08/21/2017	06/20-08/21/17 SVC - 15522 NELSON AVE	\$94.39
2018-00000268	08/21/2017	06/20-08/21/17 SVC - 220 HACIENDA BLVD (IRRI)	\$417.91
2018-00000269	08/21/2017	06/20-08/21/17 SVC - STAFFORD ST (IRRI)	\$971.71
2018-00000270	08/21/2017	06/20-08/21/17 SVC - 15414 DON JULIAN RD	\$557.37
2018-00000271	08/21/2017	06/20-08/21/17 SVC - 15414 DON JULIAN RD (IRRI)	\$1,084.81
2018-00000272	08/21/2017	06/20-08/21/17 SVC - PARRIOTT & DON JULIAN RD (I)	\$158.56
2018-00000273	08/21/2017	06/20-08/21/17 SVC - DON JULIAN RD	\$894.55
2018-00000274	08/21/2017	06/20-08/21/17 SVC - 15415 DON JULIAN RD (IRRI)	\$2,023.65
2018-00000275	08/21/2017	06/20-08/21/17 SVC - VALLEY BLVD (IRRI)	\$82.69
2018-00000276	08/21/2017	06/20-08/21/17 SVC - 201 STAFFORD ST (IRRI)	\$3,546.19
2018-00000277	08/21/2017	06/20-08/21/17 SVC - 15414 DON JULIAN RD	\$139.06
2018-00000278	08/21/2017	06/20-08/21/17 SVC - 15414 DON JULIAN RD (IRRI)	\$1,119.91
2018-00000279	08/21/2017	06/20-08/21/17 SVC - HACIENDA BLVD (IRRI)	\$59.29
2018-00000280	08/21/2017	06/20-08/21/17 SVC - PROCTOR & EL ENCANTO (I)	\$369.16
2018-00000281	08/21/2017	06/20-08/21/17 SVC - ALONG RAILROAD TRACK (I)	\$751.36
2018-00000282	08/21/2017	06/20-08/21/17 SVC - STAFFORD & OLD VALLEY (I)	\$833.26
2018-00000283	08/21/2017	06/20-08/21/17 SVC - RAUSCH RD (IRRI)	\$476.59
2018-00000284	08/21/2017	06/20-08/21/17 SVC - RAUSCH RD (IRRI)	\$437.59
2018-00000285	08/21/2017	06/20-08/21/17 SVC - 15651 STAFFORD ST	\$2,315.26
2018-00000286	08/21/2017	06/20-08/21/17 SVC - SOTRO ST (IRRI)	\$1,408.51
2018-00000287	08/21/2017	06/20-08/21/17 SVC - HUDSON AVE (IRRI)	\$665.56
2018-00000288	08/21/2017	06/20-08/21/17 SVC - 211 HACIENDA BLVD (IRRI)	\$373.24
2018-00000289	08/21/2017	06/20-08/21/17 SVC - HACIENDA & STAFFORD (IRR)	\$480.31
2018-00000290	08/21/2017	06/20-08/21/17 SVC - HACIENDA & STAFFORD ST (I)	\$386.71
15660STAFF-AUG17	08/21/2017	06/20-08/21/17 SVC - 15660 STAFFORD ST	\$189.76
2018-00000291	08/21/2017	06/20-08/21/17 SVC - 15625 STAFFORD ST	\$65.14
2018-00000292	08/21/2017	06/20-08/21/17 SVC - 15625 STAFFORD ST	\$478.54
2018-00000293	08/21/2017	06/20-08/21/17 SVC - 15415 DON JULIAN RD (IRRI)	\$5,241.15

**CITY OF INDUSTRY
WELLS FARGO BANK
September 28, 2017**

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

67140	09/13/2017	ROWLAND WATER DISTRICT		\$3,927.57
Invoice	Date	Description	Amount	
2018-00000251	08/30/2017	07/17-08/17/17 SVC - 1100 AZUSA AVE	\$143.54	
2018-00000252	08/30/2017	07/17-08/17/17 SVC - AZUSA AVE-CENTER	\$117.85	
2018-00000253	08/30/2017	07/17-08/17/17 SVC - AZUSA AVE 205597	\$111.37	
2018-00000254	08/30/2017	07/18-08/16/17 SVC - 17217 & 17229 CHESTNUT-IRR	\$354.37	
2018-00000255	08/30/2017	07/18-08/16/17 SVC - HURLEY ST & VALLEY	\$479.51	
2018-00000256	08/30/2017	07/18-08/16/17 SVC - 18044 ROWLAND-LAWSON	\$108.13	
2018-00000257	08/30/2017	07/18-08/16/17 SVC - 17401 VALLEY BLVD	\$1,422.35	
2018-00000258	08/30/2017	07/18-08/16/17 SVC - 930 AZUSA AVENUE	\$670.67	
2018-00000259	08/30/2017	07/18-08/16/17 SVC - 755 NOGALES (RC)	\$184.55	
2018-00000260	08/30/2017	07/18-08/16/17 SVC - AZUSA AVE (RC)	\$117.76	
2018-00000261	08/30/2017	07/18-08/16/17 SVC - 1123D HATCHER ST	\$66.01	
2018-00000262	08/30/2017	07/18-08/16/17 SVC - 1135 HATCHER ST	\$27.13	
2018-00000263	08/30/2017	07/18-08/16/17 SVC - 1123C HATCHER ST	\$124.33	

67141	09/13/2017	SAN GABRIEL VALLEY WATER CO.		\$11,493.77
Invoice	Date	Description	Amount	
2018-00000239	08/28/2017	07/28-08/25/17 SVC - CROSSROADS PKWY SOUTH	\$1,334.01	
2018-00000240	08/28/2017	07/28-08/25/17 SVC - IRRIG SALT LAKE/SEVENTH	\$235.48	
2018-00000241	08/28/2017	07/28-08/25/17 SVC - PELLISSIER	\$1,067.37	
2018-00000242	08/28/2017	07/28-08/25/17 SVC - S/E COR OF PELLISSIER	\$1,501.85	
2018-00000243	08/28/2017	07/28-08/25/17 SVC - PECK/UNION PACIFIC BRIDGE	\$761.86	
2018-00000244	08/28/2017	07/28-08/25/17 SVC - PELLISSIER	\$720.26	
2018-00000245	08/28/2017	07/28-08/25/17 SVC - PELLISSIER	\$349.91	
2018-00000246	08/28/2017	07/28-08/25/17 SVC - CROSSROADS PKWY STA 111-	\$720.26	
2018-00000247	08/28/2017	07/28-08/25/17 SVC - CROSSROADS PKWY STA 129-	\$1,437.36	
2018-00000248	08/28/2017	07/28-08/25/17 SVC - CROSSROADS PKWY NORTH	\$841.96	
2018-00000249	08/28/2017	07/28-08/25/17 SVC - CROSSROADS PKWY SOUTH	\$2,238.02	
2018-00000250	08/28/2017	07/28-08/25/17 SVC - CROSSROADS PKWY STA 103-	\$285.43	

**CITY OF INDUSTRY
WELLS FARGO BANK
September 28, 2017**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
67142	09/13/2017		SO CALIFORNIA EDISON COMPANY	\$5,403.96
	Invoice	Date	Description	Amount
	2018-00000232	08/29/2017	07/28-08/28/17 SVC - 137 N HUDSON AVE	\$451.89
	2018-00000233	08/30/2017	07/28-08/28/17 SVC - VARIOUS SITES	\$709.63
	2018-00000234	08/30/2017	08/14-08/22/17 SVC - 1007 LAWSON ST TC1	\$9.91
	2018-00000235	09/02/2017	08/03-09/01/17 SVC - 208 S WADDINGHAM WAY CP	\$107.79
	2018-00000236	09/02/2017	08/01-09/01/17 SVC - 600 BREA CYN RD	\$475.78
	2018-00000237	09/02/2017	08/01-09/01/17 SVC - VARIOUS SITES-	\$322.47
	2018-00000238	09/02/2017	08/01-09/01/17 SVC - 1 VALLEY/AZUSA	\$15.75
	15660STAFF-SEP17	09/06/2017	07/28-08/28/17 SVC - 15660 STAFFORD ST	\$3,310.74
67143	09/13/2017		SO CALIFORNIA EDISON COMPANY	\$391.12
	Invoice	Date	Description	Amount
	7500820527	07/19/2017	02/01-02/28/17 SVC - RELIABILY SVC	\$391.12
67144	09/13/2017		SOCALGAS	\$456.71
	Invoice	Date	Description	Amount
	2018-00000294	08/29/2017	07/27-08/25/17 SVC - 710 NOGALES ST	\$14.40
	2018-00000295	08/31/2017	07/31-08/29/17 SVC - 1 INDUSTRY HILLS PKWY	\$14.44
	2018-00000296	08/31/2017	07/31-08/29/17 SVC - 2700 CHINO HILLS PKWY	\$36.36
	2018-00000297	09/05/2017	08/02-08/31/17 SVC - 15651 STAFFORD ST	\$23.63
	2018-00000298	09/05/2017	08/02-08/31/17 SVC - 15633 RAUSCH RD	\$91.85
	2018-00000299	09/05/2017	08/02-08/31/17 SVC - 15625 STAFFORD ST APT A	\$261.73
	2018-00000300	09/05/2017	08/02-08/31/17 SVC - 15625 STAFFORD ST APT B	\$14.30
67145	09/13/2017		SUBURBAN WATER SYSTEMS	\$668.96
	Invoice	Date	Description	Amount
	180060856043	09/05/2017	08/04-09/05/17 SVC - NE CNR VALLEY/STIMS	\$668.96
67146	09/13/2017		VERIZON WIRELESS - LA	\$746.68

**CITY OF INDUSTRY
WELLS FARGO BANK
September 28, 2017**

Check	Date	Payee Name	Check Amount	
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	9791726750	08/26/2017	07/27-08/26/17 SVC - MOBILE BROADBAND	\$114.03
	9791726749	08/26/2017	07/27-08/26/17 SVC - VARIOUS WIRELESS SVC	\$632.65
67147	09/15/2017	CSMFO		\$160.00
	Invoice	Date	Description	Amount
	08/09/17	08/09/2017	MEETING ON 9/20/17-SUSAN, STEVEN, YAMINI, &	\$160.00
67148	09/15/2017	L A COUNTY REGISTRAR-		\$75.00
	Invoice	Date	Description	Amount
	#2 CUP5-8	09/12/2017	FEE-NOTICE OF EXEMPTION FOR AMENDMENT #2	\$75.00
67149	09/15/2017	L A COUNTY REGISTRAR-		\$75.00
	Invoice	Date	Description	Amount
	CUP 17-5	09/13/2017	FEE-NOTICE OF EXEMPTION FOR CUP 17-5	\$75.00
67150	09/15/2017	SHELL ENERGY NORTH AMERICA-		\$99,782.00
	Invoice	Date	Description	Amount
	1888396	09/07/2017	WHOSALE USE-AUG 2017	\$12,950.00
	1888395	09/07/2017	WHOSALE USE-AUG 2017	\$86,832.00
67151	09/19/2017	AT & T		\$8.98
	Invoice	Date	Description	Amount
	2018-00000304	09/01/2017	09/01-09/30/17 SVC - CITY WHITE PAGES	\$8.98
67152	09/19/2017	BANK OF AMERICA - VISA		\$4,770.59
	Invoice	Date	Description	Amount
	2018-00000303	08/07/2017	8/7-9/6/17 CREDIT CARD EXP-PHILIPS	\$4,770.59
67153	09/19/2017	FRONTIER		\$144.99
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
September 28, 2017**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2018-00000305	09/02/2017	09/02-10/01/17 SVC - IH GOLF COURSE FUEL PUMP	\$144.99
67154	09/19/2017		SO CALIFORNIA EDISON COMPANY	\$9,043.92
	Invoice	Date	Description	Amount
	2018-00000306	09/06/2017	08/03-09/01/17 SVC - 15625 STAFFORD ST	\$7,965.97
	2018-00000307	09/07/2017	08/07-09/06/17 SVC - 1123 HATCHER AVE STE A	\$248.47
	2018-00000308	09/07/2017	08/01-09/01/2017 SVC - NOGALES ST/SAN JOSE AVE	\$460.12
	2018-00000309	09/07/2017	08/07-09/06/17 SVC - 1135 HATCHER AVE	\$234.70
	2018-00000310	09/08/2017	08/07-09/06/17 SVC - VARIOUS SITES	\$99.47
	2018-00000311	09/09/2017	08/01-09/01/17 SVC - GALE AVE/L ST	\$35.19
67155	09/19/2017		SO CALIFORNIA EDISON COMPANY	\$187.60
	Invoice	Date	Description	Amount
	2018-00000312	09/07/2017	07/18-08/16/17 SVC - 19001 TONNER CYN RD	\$187.60
67156	09/19/2017		VERIZON BUSINESS	\$180.75
	Invoice	Date	Description	Amount
	07548192	09/10/2017	08/01-08/31/17 SVC - VARIOUS SITES	\$46.64
	07548193	09/10/2017	08/01-08/31/17 SVC - VARIOUS SITES	\$134.11
67157	09/19/2017		WALNUT VALLEY WATER DISTRICT	\$6,139.94
	Invoice	Date	Description	Amount
	2751872	09/05/2017	08/01-08/31/17 SVC - IRR 820 FAIRWAY DR	\$110.83
	2751924	09/05/2017	08/01-08/31/17 SVC - LEMON AVE N OF CURRIER RD	\$89.45
	2751958	09/05/2017	08/01-08/31/17 SVC - BREA CYN RD & OLD RANCH RD	\$41.57
	9751974	09/05/2017	08/01-08/31/17 SVC - FERRERO & GRAND EAST	\$936.76
	2751993	09/05/2017	08/01-08/31/17 SVC - BAKER PKWY METER #1	\$236.27
	2751994	09/05/2017	08/01-08/31/17 SVC - BAKER PKWY METER #2	\$397.03
	2752000	09/05/2017	08/01-08/31/17 SVC - GRAND AVE CROSSING	\$452.04
	2752001	09/05/2017	08/01-08/31/17 SVC - GRAND AVE CROSSING	\$75.51
	2752003	09/05/2017	08/01-08/31/17 SVC - 22002 VALLEY BLVD	\$510.11

**CITY OF INDUSTRY
WELLS FARGO BANK
September 28, 2017**

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
2752020	09/05/2017	08/01-08/31/17 SVC - 21350 VALLEY-MEDIAN	\$121.94
2752021	09/05/2017	08/01-08/31/17 SVC - GRAND CROSSING EAST	\$53.54
2752022	09/05/2017	08/01-08/31/17 SVC - GRAND CROSSING WEST	\$65.51
2752023	09/05/2017	08/01-08/31/17 SVC - BAKER PKWY & GRAND NW	\$1,268.50
2752030	09/05/2017	08/01-08/31/17 SVC - E/S GRAND S/O BAKER	\$276.70
2752036	09/05/2017	08/01-08/31/17 SVC - BREA CYN N OF RR TRKS	\$287.90
2752037	09/05/2017	08/01-08/31/17 SVC - BREA CYN N OF CURRIER	\$50.21
2752039	09/05/2017	08/01-08/31/17 SVC - 60 FWY INTERCHANGE	\$19.43
2752058	09/05/2017	08/01-08/31/17 SVC - END OF BAKER PKWY-TEMP	\$463.07
2752065	09/05/2017	08/01-08/31/17 SVC - 21627 GRAND CROSSING PKWY	\$312.72
2752066	09/05/2017	08/01-08/31/17 SVC - 21627 GRAND CROSSING PKWY	\$269.13
2752717	09/06/2017	08/03-08/30/17 SVC - PUMP STN NW CHERYL	\$24.47
2752737	09/06/2017	08/03-08/30/17 SVC - PUMP STN BREA CYN	\$19.43
2752963	09/06/2017	08/03-08/30/17 SVC - NOGALES PUMP STN	\$57.82
67158	09/28/2017	ACE CONSTRUCTION AUTHORITY	\$864,096.59
Invoice	Date	Description	Amount
204-850-2	08/27/2017	FARIWAY/LEMON AVE PROJECT	\$864,096.59
67159	09/28/2017	AGUILAR, DENNIS, EDMOND	\$200.00
Invoice	Date	Description	Amount
TTTTDA1	08/31/2017	PIANO PEFORMANCE-HOMESTEAD FESTIVAL	\$200.00
67160	09/28/2017	ALVAKA NETWORKS	\$26,195.17
Invoice	Date	Description	Amount
159630	09/01/2017	NETWORK MAINT-HOMESTEAD	\$755.00
159601	08/16/2017	ADD'L NET HOURS FOR AUG 2017	\$12,800.00
159661	09/01/2017	NETWORK MAINT-OCT 2017	\$5,745.17
159623	09/01/2017	NETWORK MAINT-OCT 2017	\$6,620.00
159747NP	08/31/2017	TRIP CHARGE	\$275.00

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Check	Date		Payee Name	Check Amount
CITY.WF:CHK - City General Wells Fargo				
67161	09/28/2017		ANNEALTA GROUP	\$37,550.00
	Invoice	Date	Description	Amount
	1095	09/05/2017	PLANNING SUPPORT-DP176, JN9297	\$255.00
	1099	09/05/2017	PLANNING SUPPORT-JN 9300, CUP17-5	\$2,520.00
	1100	09/05/2017	PLANNING SUPPORT-JN 9306, CUP 17-7	\$722.50
	1097	09/05/2017	PLANNING SUPPORT-JN 9305, DP 17-11	\$807.50
	1098	09/05/2017	PLANNING SUPPORT-CUP 17-06, JN 9302	\$360.00
	1096	09/05/2017	PLANNING SUPPORT-DP 16-6, JN 9280	\$1,395.00
	1101	09/05/2017	PLANNING SUPPORT-DP 16-2, JN 9284	\$1,360.00
	1094	09/05/2017	PLANNING SUPPORT-AUG 2017	\$30,130.00
67162	09/28/2017		APPLIED METERING	\$1,765.00
	Invoice	Date	Description	Amount
	5769	08/28/2017	UTILITY OPERATIONS AND MAINT SVC	\$1,765.00
67163	09/28/2017		ART DECO SOCIETY OF LOS	\$415.00
	Invoice	Date	Description	Amount
	PPADSLA2	08/31/2017	FASHION SHOW-HOMESTEAD FESTIVAL	\$415.00
67164	09/28/2017		ASTRA INDUSTRIAL SERVICES, INC	\$165.58
	Invoice	Date	Description	Amount
	00157951	08/30/2017	SUPPLIES-EL ENCANTO	\$59.99
	00157856	08/24/2017	SUPPLIES-EL ENCANTO	\$105.59
67165	09/28/2017		B AND T CATTLE	\$14,580.00
	Invoice	Date	Description	Amount
	74	09/01/2017	MAINT SVC-SEP 2017	\$14,580.00
67166	09/28/2017		BIBLE, KARIE LYNN	\$150.00
	Invoice	Date	Description	Amount
	PPKB2	08/31/2017	PERFORMANCE-HOMESTEAD FESTIVAL	\$150.00

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
67167	09/28/2017		BLUE OCEAN MEDIA	\$1,550.00
	Invoice	Date	Description	Amount
	PPBOMTTT	08/31/2017	SOUND TECHNICIAN SVC-HOMESTEAD FESTIVAL	\$1,550.00
67168	09/28/2017		BRAVO SIGN & DESIGN INC	\$7,712.10
	Invoice	Date	Description	Amount
	170139	08/24/2017	SIGN PROGRAM-CITY AND EXPO CENTER	\$1,000.00
	170151	09/08/2017	SIGN PROGRAM-CITY AND EXPO CENTER	\$6,712.10
67169	09/28/2017		BRYAN PRESS	\$2,464.11
	Invoice	Date	Description	Amount
	0077737	08/31/2017	CODE VIOLATION FORMS	\$349.05
	0077724	08/31/2017	COI MAILING LABELS	\$254.00
	0077755	08/31/2017	BUSINESS CARD MASTERS	\$975.60
	0077725	08/31/2017	LETTERHEAD-VARIOUS ENTITIES	\$885.46
67170	09/28/2017		CAL-PERS	\$1,050.00
	Invoice	Date	Description	Amount
	100000015044368	08/16/2017	FEES FOR GASB-68 REPORTS	\$1,050.00
67171	09/28/2017		CALIFORNIA FEETWARMERS	\$2,700.00
	Invoice	Date	Description	Amount
	PPCFW1	08/31/2017	PERFORMANCE-HOMESTEAD FESTIVAL	\$2,700.00
67172	09/28/2017		CDW GOVERNMENT LLC	\$11,831.17
	Invoice	Date	Description	Amount
	JZH9128	08/30/2017	MICROSOFT LICENSE	\$11,831.17
67173	09/28/2017		CITY OF INDUSTRY-PAYROLL ACCT	\$200,000.00
	Invoice	Date	Description	Amount

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	P/R 9/15/17	09/14/2017	REIMBURSE FOR PAYROLL 9/15/17	\$200,000.00
67174	09/28/2017		CITY OF INDUSTRY-REFUSE	\$12,194.06
	Invoice	Date	Description	Amount
	2968751A	09/01/2017	DISP SVC-205 N HUDSON	\$192.82
	2968751B	09/01/2017	DISP SVC-841 7TH AVE	\$192.82
	2968514	09/01/2017	DISP SVC-CAMP COURAGE	\$621.08
	2968513	09/01/2017	DISP SVC-CITY HALL	\$313.42
	2968515	09/01/2017	DISP SVC-TRES HERMANOS	\$144.83
	2969938	08/31/2017	STORAGE BOX-CITY HALL	\$150.00
	2969937	08/31/2017	DISP SVC-1123 HATCHER	\$4,789.80
	2968512	09/01/2017	DISP SVC-TONNER CYN MAINT YD	\$658.00
	2969983	08/31/2017	DISP SVC-HADDICKS IMPOUND YD	\$754.96
	2969054	09/01/2017	DISP SVC-CITY BUS STOPS	\$4,376.33
67175	09/28/2017		CNC ENGINEERING	\$153,057.72
	Invoice	Date	Description	Amount
	456266	08/31/2017	LOUDEN LANE RESURFACING	\$1,995.48
	456267	08/31/2017	STAFFORD ST RESURFACING	\$4,080.96
	456268	08/31/2017	WALNUT DR SOUTH WIDENING	\$7,292.43
	456269	08/31/2017	VALLEY BLVD PCC PAVEMENT	\$950.75
	456270	08/31/2017	2016-2017 CLEANOUT STORMWATER DEVICES	\$932.19
	456271	08/31/2017	2016-2017 SLURRY SEAL	\$1,028.41
	456272	08/31/2017	ARENTH AVE RECONSTRUCTION	\$9,479.96
	456273	08/31/2017	CITYWIDE CATCH BASIN RETROFIT	\$1,379.39
	456274	08/31/2017	AJAX AVE STORM DRAIN IMPROVEMENTS	\$1,296.20
	456275	08/31/2017	INTERSECTION WIDENING-DON JULIAN & SIXTH	\$1,248.87
	456276	08/31/2017	SAN JOSE RECONSTRUCTION	\$2,396.04
	456279	08/31/2017	TONNER CYN PROPERTY	\$843.81
	456280	08/31/2017	COLIMA RD WIDENING	\$671.35
	456283	08/31/2017	PROCTOR AVE/SALT LAKE AVE RECONSTRUCTION	\$4,489.92

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Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
456286	08/31/2017	TRAFFIC SIGNAL-NELSON/SUNSET AVE	\$166.29
456288	08/31/2017	HIGHWAY BRIDGE PROGRAM	\$166.29
456290	08/31/2017	BIXBY DR PCC PAVEMENT	\$166.29
456292	08/31/2017	NELSON AVE/PUENTE AVE WIDENING	\$1,080.89
456293	08/31/2017	REPAIRS/UPGRADES TO CITY OWNED PUMP	\$83.15
456294	08/31/2017	AMAR & BALDWIN PARK BLVD	\$665.16
456298	08/31/2017	FULLERTON RD GRADE SEPARATION	\$1,783.13
456299	08/31/2017	ALAMEDA CORRIDOR EAST RELATED PROJECTS	\$665.17
456300	08/31/2017	FAIRWAY DR GRADE SEPARATION	\$2,868.51
456301	08/31/2017	TURNBULL CYN GRADE SEPARATION	\$3,346.59
456302	08/31/2017	NOGALES GRADE SEPARATION	\$961.17
456206	08/31/2017	INDUSTRY HILLS MAINT AND ENGINEERING	\$3,226.97
456277	09/14/2017	GENERAL ENGINEERING SVC	\$38,265.61
456278	09/14/2017	GENERAL ENGINEERING SVC-MAINT OF CITY	\$42,623.91
456281	09/14/2017	CITY ELECTRICAL FACILITIES	\$172.47
456282	09/14/2017	TRES HERMANOS GENERAL ENGINEERING	\$268.54
456284	09/14/2017	CITY AERIALS	\$268.54
456285	09/14/2017	SANITATION DISTRICT INTERMODAL FACILITY	\$86.24
456287	09/14/2017	INDUSTRY HILLS MAINT AND ENGINEERING	\$903.66
456289	09/14/2017	FISCAL YEAR BUDGET	\$13,900.59
456291	09/14/2017	VARIOUS ASSIGNMENTS-SA TO THE IUDA	\$1,016.28
456295	09/14/2017	SPEED SURVEY	\$540.44
456297	09/14/2017	BENCHMARK WORK	\$1,746.07
67176	09/28/2017	COMFORT SYSTEMS USA	\$1,973.83
Invoice	Date	Description	Amount
265392	08/16/2017	A/C MAINT-EL ENCANTO	\$1,973.83
67177	09/28/2017	CORDOBA CORPORATION	\$45,000.00
Invoice	Date	Description	Amount
217424	09/05/2017	REAL ESTATE ADVISORY-AUG 2017	\$45,000.00

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
67178	09/28/2017		CORELOGIC INFORMATION	\$192.50
	Invoice	Date	Description	Amount
	81829154	08/31/2017	GEOGRAPHIC PKG-AUG 2017	\$192.50
67179	09/28/2017		CREATIVE IMAGE PRODUCTS	\$40.34
	Invoice	Date	Description	Amount
	1377	08/18/2017	POLO SHIRT WITH COI LOGO	\$40.34
67180	09/28/2017		DANGELO CO.	\$521.05
	Invoice	Date	Description	Amount
	S1316340-001	08/29/2017	MISC SUPPLIES-TONNER CYN	\$521.05
67181	09/28/2017		DIGITAL DPD, INC.	\$3,709.67
	Invoice	Date	Description	Amount
	13267	08/30/2017	MAILER FOR TWENTIES FESTIVAL-HOMESTEAD	\$3,590.37
	13257	08/30/2017	BUS PARKING SIGN-HOMESTEAD	\$119.30
67182	09/28/2017		DIRECTV - FOR BUSINESS	\$5.74
	Invoice	Date	Description	Amount
	32258654362	08/31/2017	RSN FEE	\$5.74
67183	09/28/2017		EASYLINK SERVICES	\$68.50
	Invoice	Date	Description	Amount
	07634191709	09/02/2017	FAX SVC-AUG 2017	\$68.50
67184	09/28/2017		EGOSCUE LAW GROUP	\$137.50
	Invoice	Date	Description	Amount
	11698	09/06/2017	LEGAL SVC-FOLLOW'S CAMP	\$137.50
67185	09/28/2017		ERNEST MILLER	\$300.00

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	TTTTTEM6	08/31/2017	PRESENTATION-HOMESTEAD FESTIVAL	\$300.00
67186	09/28/2017		FEDERAL EXPRESS CORP.	\$563.75
	Invoice	Date	Description	Amount
	5-923-15198	09/08/2017	MESSENGER SVC	\$563.75
67187	09/28/2017		FIRST AMERICAN DATA TREE, LLC	\$200.00
	Invoice	Date	Description	Amount
	20043650817	08/31/2017	PROPERTY DATA INFORMATION	\$200.00
67188	09/28/2017		FRAZER, LLP	\$5,495.00
	Invoice	Date	Description	Amount
	150661	08/31/2017	COI-PROF SVC FOR AUG 2017	\$5,495.00
67189	09/28/2017		FUEL PROS, INC.	\$150.00
	Invoice	Date	Description	Amount
	31710	08/28/2017	INDUSTRY HILLS FUEL STN MAINT	\$150.00
67190	09/28/2017		G S AND W PRINTING & MAILING,	\$492.42
	Invoice	Date	Description	Amount
	49242	08/25/2017	MAILER FOR TWENTIES FESTIVAL-HOMESTEAD	\$492.42
67191	09/28/2017		GARCIA'S FENCE CORP	\$1,465.00
	Invoice	Date	Description	Amount
	81731	08/30/2017	INSTALLED CHAIN LINK FENCE-1123 HATCHER AVE	\$1,465.00
67192	09/28/2017		GMS ELEVATOR SERVICES, INC	\$138.00
	Invoice	Date	Description	Amount
	00088814	09/01/2017	MONTHLY ELEVATOR SVC-CITY HALL	\$138.00

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
67193	09/28/2017		HADDICK'S AUTO BODY	\$455.00
	Invoice	Date	Description	Amount
	177531	08/31/2017	CONTAINER STORAGE	\$40.00
	177419	08/25/2017	PARKING SIGNS	\$278.00
	H-79066	08/24/2017	TOWING-DONATION BIN	\$137.00
67194	09/28/2017		HDL COREN & CONE	\$24,878.45
	Invoice	Date	Description	Amount
	0024483-IN	08/29/2017	AUDIT SVC-PROPERTY TAX	\$24,878.45
67195	09/28/2017		HISTORICAL RESOURCES, INC.	\$2,862.16
	Invoice	Date	Description	Amount
	08/24/17-B	08/24/2017	REIMBURSEMENT FOR F & M CREDIT CARD	\$2,862.16
67196	09/28/2017		HUNDLEY, LEONARD	\$850.00
	Invoice	Date	Description	Amount
	PPLH3	08/31/2017	FIRST AID SVC-HOMESTEAD FESTIVAL	\$850.00
67197	09/28/2017		INDUSTRY MANUFACTURERS	\$39,893.43
	Invoice	Date	Description	Amount
	JULY 2017	09/15/2017	EXPENSE REIMBURSEMENT-JUL 2017	\$39,893.43
67198	09/28/2017		INDUSTRY MANUFACTURERS	\$450.00
	Invoice	Date	Description	Amount
	17-6263332211	09/01/2017	MEMBERSHIP 9/1/17-8/31/18	\$450.00
67199	09/28/2017		INDUSTRY SECURITY SERVICES	\$34,163.16
	Invoice	Date	Description	Amount
	14-21332	09/01/2017	SECURITY SVC-TRES HERMANOS	\$2,187.12
	14-21376	09/08/2017	SECURITY SVC-TRES HERMANOS	\$2,355.44
	14-21330	09/01/2017	SECURITY SVC 8/25-8/31/17	\$14,418.42

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	14-21374	09/08/2017	SECURITY SVC 9/1-9/7/17	\$15,202.18
67200	09/28/2017		INDUSTRY TIRE SERVICE	\$90.72
	Invoice	Date	Description	Amount
	0277154	09/11/2017	REPAIR ON LOOSE TIRE	\$90.72
67201	09/28/2017		IRRI-CARE PLUMBING & BACKFLOW	\$720.00
	Invoice	Date	Description	Amount
	8231	09/01/2017	BACKFLOW TESTING-VARIOUS SITES	\$720.00
67202	09/28/2017		JAEGER, CHESTER	\$2,200.00
	Invoice	Date	Description	Amount
	PPCJ2	08/31/2017	PERFORMANCE-HOMESTEAD FESTIVAL	\$2,200.00
67203	09/28/2017		JAS PACIFIC	\$47,910.00
	Invoice	Date	Description	Amount
	BI 12586	07/05/2017	DEVELOPMENT SVC SUPPORT-JUN 2017	\$47,910.00
67204	09/28/2017		JMDiaz, Inc.	\$62,572.97
	Invoice	Date	Description	Amount
	009 (17-142)	08/31/2017	STAFF AUGMENTATION SVC-AUG 2017	\$62,572.97
67205	09/28/2017		KLEIN, JANET	\$2,830.00
	Invoice	Date	Description	Amount
	PPJK2-A	08/31/2017	PERFORMANCE-HOMESTEAD FESTIVAL	\$2,830.00
67206	09/28/2017		KLEINFELDER, INC.	\$2,607.50
	Invoice	Date	Description	Amount
	001162263	08/16/2017	SOIL TESTING-VALLEY BLVD RECONSTRUCTION	\$2,607.50
67207	09/28/2017		KLINE'S PLUMBING, INC.	\$610.00

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CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	10466	08/30/2017	REPAIR-CITY HALL	\$370.00
	10470	09/12/2017	EMERGENCY REPAIR-CROSSROADS PKY SOUTH	\$240.00
67208	09/28/2017		L A COUNTY DEPT OF PUBLIC	\$4,191.28
	Invoice	Date	Description	Amount
	IN180000181	08/30/2017	ACCIDENT-AZUSA AVE @ HURLEY ST	\$1,828.10
	IN180000194	08/30/2017	ACCIDENT-HACIENDA BL @ NELSON/HUDSON	\$1,420.57
	IN180000183	08/30/2017	ACCIDENT-GALE AVE @ TURNBULL CYN RD	\$30.10
	IN180000174	08/30/2017	ACCIDENT-TEMPLE @ VINELAND AVE	\$912.51
67209	09/28/2017		L A COUNTY SHERIFF'S	\$795,143.39
	Invoice	Date	Description	Amount
	180458CY	09/06/2017	SHERIFF CONTRACT-AUG 2017	\$795,143.39
67210	09/28/2017		LANG, HANSEN, O'MALLEY &	\$25,000.00
	Invoice	Date	Description	Amount
	6477	09/05/2017	LEGISLATIVE SVC-SEP 2017	\$25,000.00
67211	09/28/2017		LOCKS PLUS	\$1,869.98
	Invoice	Date	Description	Amount
	33361	09/06/2017	REPAIR FRONT DOOR LOCK-CITY HALL	\$972.88
	33478	09/01/2017	REKEY LOCK-IMC	\$272.11
	33278	09/01/2017	INSTALL LINE ON EXIT DOOR-IMC	\$624.99
67212	09/28/2017		LOS ANGELES TIMES	\$700.61
	Invoice	Date	Description	Amount
	10007162114-18	08/18/2017	SUBSCRIPTION THRU 8/18/18-HOMETEAD	\$700.61
67213	09/28/2017		MCCORMICK, SUSAN	\$350.00
	Invoice	Date	Description	Amount

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	PPSM1	08/31/2017	UKULELE DEMO-HOMESTEAD FESTIVAL	\$350.00
67214	09/28/2017		MERRITT'S ACE HARDWARE	\$54.61
	Invoice	Date	Description	Amount
	100677	09/11/2017	MISC SUPPLIES	\$54.61
67215	09/28/2017		MICHAEL BAKER INTERNATIONAL,	\$4,095.00
	Invoice	Date	Description	Amount
	989662	09/08/2017	PLANNING SUPPORT-AUG 2017	\$4,095.00
67216	09/28/2017		MORA, DEAN	\$2,300.00
	Invoice	Date	Description	Amount
	PPDM2-A	08/31/2017	PERFORMANCE-HOMESTEAD FESTIVAL	\$2,300.00
67217	09/28/2017		MORTILLA, MICHAEL D.	\$1,150.00
	Invoice	Date	Description	Amount
	PPMMTT	08/31/2017	PERFORMANCE-HOMESTEAD FESTIVAL	\$1,150.00
67218	09/28/2017		MUNI-ENVIRONMENTAL, LLC	\$31,223.68
	Invoice	Date	Description	Amount
	17-026	09/01/2017	COMMERCIAL WASTE PROGRAM	\$31,223.68
67219	09/28/2017		PACIFIC UTILITY INSTALLATION	\$278,385.84
	Invoice	Date	Description	Amount
	#3CITY-1431	09/01/2017	GRAND CROSSING SUBSTATION-PHASE 1,2, AND 3	\$5,225.00
	#3CITY-1430R	09/01/2017	GRAND AVE-IBC STREETLIGHT	\$115,685.00
	#4CITY-1430R	09/01/2017	GRAND AVE-IBC STREETLIGHT	\$115,835.00
	15572	07/05/2017	OPERATIONS/MAINT-WADDINGHAM SUBSTATION	\$1,294.98
	#4CITY-1431	09/01/2017	GRAND CROSSING SUBSTATION-PHASE 1,2, AND 3	\$11,000.00
	15631	07/31/2017	OPERATIONS/MAINT AGREEMENT	\$935.67
	15677	07/31/2017	OPERATIONS/MAINT-WADDINGHAM SUBSTATION	\$817.36

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
15676	07/31/2017		OPERATIONS/MAINT-WADDINGHAM SUBSTATION	\$1,174.23
15674	07/31/2017		OPERATIONS/MAINT-WADDINGHAM SUBSTATION	\$4,972.25
15671	07/31/2017		OPERATIONS/MAINT-WADDINGHAM SUBSTATION	\$2,923.00
15670	07/31/2017		OPERATIONS/MAINT-WADDINGHAM SUBSTATION	\$426.00
15672	07/31/2017		OPERATIONS/MAINT-WADDINGHAM SUBSTATION	\$290.00
15688	08/30/2017		OPERATIONS/MAINT AT SUBSTATION	\$16,800.00
15673	07/31/2017		OPERATIONS/MAINT-WADDINGHAM SUBSTATION	\$13,394.60
67220	09/28/2017		PATRIOT ENVIRONMENTAL	\$5,887.49
Invoice	Date	Description	Amount	
03-17-00650-1	05/25/2017	DISP OF HAZARDOUS MATERIAL-208 WADDINGHAM	\$896.25	
03-17-00821-1	05/25/2017	DISP OF HAZARDOUS MATERIAL-GRAND	\$3,119.87	
03-17-00861-1	05/31/2017	DISP OF HAZARDOUS MATERIAL-GRAND	\$1,871.37	
67221	09/28/2017		PHILIPS, PAUL J.	\$55.68
Invoice	Date	Description	Amount	
09/11/17	09/11/2017	REIMBURSE FOR EXPENSES-LUNCH MEETING	\$55.68	
67222	09/28/2017		PITNEY BOWES, INC.	\$111.45
Invoice	Date	Description	Amount	
3101530994	08/31/2017	POSTAGE MACHINE ON FIRST FLOOR-SEP 2017	\$111.45	
67223	09/28/2017		POST ALARM SYSTEMS	\$286.90
Invoice	Date	Description	Amount	
1002249	09/05/2017	MONITORING SVC-HOMESTEAD	\$286.90	
67224	09/28/2017		PREMIERE DESIGNS AVL	\$1,078.91
Invoice	Date	Description	Amount	
2452	08/23/2017	SECURITY CAMERAS FOR CITY HALL	\$1,078.91	
67225	09/28/2017		RICOH USA, INC.	\$1,532.65

**CITY OF INDUSTRY
WELLS FARGO BANK
September 28, 2017**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	5050260450	09/07/2017	METER READING-VARIOUS COPIERS	\$1,532.65
67226	09/28/2017		ROBINSON'S FLOWERS	\$256.68
	Invoice	Date	Description	Amount
	2831	09/01/2017	FLOWERS AND DELIVERY	\$256.68
67227	09/28/2017		SAN GABRIEL VALLEY NEWSPAPER	\$3,252.64
	Invoice	Date	Description	Amount
	0010998382	08/23/2017	NOTICE INVITING BIDS-PROJ 435	\$871.12
	0010998374	08/23/2017	NOTICE INVITING BIDS-PROJ 425	\$871.12
	0010997136	08/18/2017	NOTICE OF ORDINANCE #802	\$1,102.96
	0010995034	08/15/2017	NOTICE OF RFQ FOR ENVIRONMENTAL	\$407.44
67228	09/28/2017		SAN GABRIEL VALLEY NEWSPAPER	\$956.00
	Invoice	Date	Description	Amount
	0000338353	08/31/2017	MONTHLY ADVERTISING-HOMESTEAD	\$956.00
67229	09/28/2017		SCHLICHTING, DIANE	\$2,673.34
	Invoice	Date	Description	Amount
	08/30/17	08/30/2017	REIMBURSE FOR EXPENSES-CONFERENCES &	\$2,673.34
67230	09/28/2017		SCS FIELD SERVICES	\$14,233.64
	Invoice	Date	Description	Amount
	0309518	08/31/2017	IH-MAINT LANDFILL GAS SYSTEM	\$14,233.64
67231	09/28/2017		SHI INTERNATIONAL CORPORATION	\$20,621.49
	Invoice	Date	Description	Amount
	B7033649	08/31/2017	HP DESKTOP COMPUTER	\$3,031.69
	B07004071	08/25/2017	COMPUTER EQUIPMENT	\$8,412.80
	B07077977	09/13/2017	DOCUMENT SCANNER	\$9,177.00

**CITY OF INDUSTRY
WELLS FARGO BANK
September 28, 2017**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
67232	09/28/2017		SNYDER, SHERRI, LYNN	\$150.00
	Invoice	Date	Description	Amount
	PPSSTTT	08/31/2017	SPEAKER-HOMESTEAD FESTIVAL	\$150.00
67233	09/28/2017		SQUARE ROOT GOLF &	\$3,008.81
	Invoice	Date	Description	Amount
	1000HAC	08/14/2017	CLEANUP AT 120 HACIENDA BLVD	\$3,008.81
67234	09/28/2017		STAPLES BUSINESS ADVANTAGE	\$2,071.65
	Invoice	Date	Description	Amount
	8046161343	08/26/2017	OFFICE SUPPLIES	\$1,491.59
	8046271289	09/02/2017	OFFICE SUPPLIES	\$580.06
67235	09/28/2017		STATE COMPENSATION INS. FUND	\$5,700.42
	Invoice	Date	Description	Amount
	SEP 2017	09/01/2017	PREMIUM FOR 9/1-10/01/17	\$5,700.42
67236	09/28/2017		TAKE MY PICTURE, INC.	\$550.00
	Invoice	Date	Description	Amount
	PPGLTTT2017	08/31/2017	DOCUMENTARY PHOTOGRAPHY-HOMESTEAD	\$550.00
67237	09/28/2017		TATTLETALE	\$3,594.19
	Invoice	Date	Description	Amount
	53753	08/31/2017	WADDINGHAM SECURITY ALARM MONITORING	\$2,520.19
	53760	08/31/2017	METROLINK STN ALARM MONITORING	\$1,074.00
67238	09/28/2017		THOMAS, SHAUN	\$350.00
	Invoice	Date	Description	Amount
	PPSTT2	08/31/2017	HISTORIC BIKE DISPLAY-HOMESTEAD FESTIVAL	\$350.00

**CITY OF INDUSTRY
WELLS FARGO BANK
September 28, 2017**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
67239	09/28/2017		THOMAS, STEVEN	\$350.00
	Invoice	Date	Description	Amount
	PPSTTT2	08/31/2017	HISTORIC BIKE DISPLAY-HOMESTEAD FESTIVAL	\$350.00
67240	09/28/2017		TPX COMMUNICATIONS	\$6,102.46
	Invoice	Date	Description	Amount
	94409893-0	08/31/2017	INTERNET SVC-CITY/METRO/IPUC	\$6,102.46
67241	09/28/2017		TPX COMMUNICATIONS	\$985.24
	Invoice	Date	Description	Amount
	94349973-0	08/31/2017	INTERNET SVC-HOMESTEAD	\$985.24
67242	09/28/2017		TRIMARK ASSOCIATES, INC.	\$1,726.67
	Invoice	Date	Description	Amount
	EB1100W	09/01/2017	MAINT SVC-METRO SOLAR	\$1,726.67
67243	09/28/2017		U.S. BANK	\$1,500.00
	Invoice	Date	Description	Amount
	4735802	08/25/2017	COI-ADMIN FEES 2009B GO REF BONDS	\$1,500.00
67244	09/28/2017		U.S. POSTAL SERVICE	\$4,000.00
	Invoice	Date	Description	Amount
	09/08/17	09/08/2017	POSTAGE FOR BULK MAILING-HOMESTEAD	\$4,000.00
67245	09/28/2017		UNDERGROUND SERVICE ALERT OF	\$56.20
	Invoice	Date	Description	Amount
	820170159	09/01/2017	DIG ALERTS	\$56.20
67246	09/28/2017		UNITED STATES TREASURY	\$500.00
	Invoice	Date	Description	Amount
	ID#291-70-7469	09/12/2017	LEVY PROCEEDS FOR JOHNNY A. PALMER	\$500.00

**CITY OF INDUSTRY
WELLS FARGO BANK
September 28, 2017**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
67247	09/28/2017		VANGUARD CLEANING SYSTEMS,	\$995.00
	Invoice	Date	Description	Amount
	44594	09/01/2017	JANITORIAL SVC-HOMESTEAD	\$995.00
67248	09/28/2017		VETERANS BENEFIT TEAM ROPING	\$40,000.00
	Invoice	Date	Description	Amount
	09/07/17	09/07/2017	GRANT AGREEMENT	\$40,000.00
67249	09/28/2017		VO, MIEN	\$1,500.00
	Invoice	Date	Description	Amount
	PPHH2-A	08/31/2017	PRESENTATION-HOMESTEAD FESTIVAL	\$1,500.00
67250	09/28/2017		VORTEX INDUSTRIES, INC.	\$420.00
	Invoice	Date	Description	Amount
	04-1162910-1	08/23/2017	REPAIR TO OVERHEAD DOORS-1123 HATCHER	\$420.00
67251	09/28/2017		WEATHERITE SERVICE	\$164.00
	Invoice	Date	Description	Amount
	L173289	09/05/2017	A/C MAINT-IMC	\$164.00
67252	09/28/2017		WEGER, KRISTEN	\$3,127.93
	Invoice	Date	Description	Amount
	09/05/17	09/05/2017	REIMBURSEMENT FOR MEETING & PARKING ON	\$40.00
	FALL 2017	09/14/2017	REIMBURSEMENT FOR TUITION/BOOKS-FALL 2017	\$3,087.93
67253	09/28/2017		WEST COAST ARBORISTS, INC.	\$500.00
	Invoice	Date	Description	Amount
	1-3398	09/08/2017	TESTED SOIL/FOLIAGE SAMPLES ON CEDAR TREES-	\$500.00
67254	09/28/2017		WHITCOMB, IAN TIMOTHY	\$600.00

**CITY OF INDUSTRY
WELLS FARGO BANK
September 28, 2017**

Check	Date		Payee Name	Check	Amount
CITY.WF.CHK - City General Wells Fargo					
	Invoice	Date	Description		Amount
	PPIW2-A	08/31/2017	PERFORMANCE-HOMESTEAD FESTIVAL		\$600.00
67255	09/28/2017			WINDSTREAM	\$848.89
	Invoice	Date	Description		Amount
	69309235	09/10/2017	CITY HALL PHONE SVC-SEP 2017		\$848.89
67256	09/28/2017			WREGIS	\$125.00
	Invoice	Date	Description		Amount
	WR3495	09/07/2017	ANNUAL FEE		\$125.00

Checks	Status	Count	Transaction Amount
	Total	123	\$3,094,934.53

CITY COUNCIL

ITEM NO. 5.2



CITY OF INDUSTRY
Incorporated June 18, 1957

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council
FROM: Paul J. Philips, City Manager *Paul J. Philips*
DATE: September 28, 2017
SUBJECT: Begin discussions with Los Angeles County Parks and Recreation, Re: possible ongoing management and operation of recreational and open space at Tres Hermanos.

As the acquisition of Tres Hermanos moves forward, **IT IS RECOMMENDED** that the City Council authorize the City Manager to begin discussions with Los Angeles County Parks and Recreation regarding the management and operation of open space and recreation programming for the property.

CITY COUNCIL

ITEM NO. 5.3



MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Paul J. Philips, City Manager *Paul Philips*

STAFF: Susan Paragas, Director of Finance *SP*
Steven Avalos, Finance Manager *SA*

DATE: September 28, 2017

SUBJECT: **Consideration to Approve Amendment No. 2 to Professional Services Agreement with the Dolphin Group to Reflect Name Change to Elevate Public Affairs, LLC**

BACKGROUND

The Dolphin Group has been the City of Industry's ("City") Communication and Media Relations Services consultant since October 2016. In June 2017, the scope of services for the Dolphin Group were expanded and professional services agreement was amended by the City Council to include additional communications and media services as well as strategic planning and branding services for the Industry Hills Expo Center ("Expo Center") and Industry Manufacturers Council ("IMC"). Effective August 1, 2017, certain principals for the Dolphin Group agreed to form a new entity and formed Elevate Public Affairs, LLC to continue performing communications and media services for the City, Expo Center, and IMC.

DISCUSSION

The City's current agreement for communications and media services is with the Dolphin Group. As a result of certain principals within the Dolphin Group agreeing to form a new entity, Elevate Public Affairs, LLC, to continue performing communications and media services for the City, an addendum is required to amend the existing agreement to properly reflect the organization name change. There will be no change in service levels or compensation levels as a result of approving this addendum.

FISCAL IMPACT

There is no fiscal impact associated with the recommended action taken in this report.

RECOMMENDATION

Staff recommends the City Council approve Amendment No. 2 to the Professional Services Agreement with the Dolphin Group to reflect name change to Elevate Public Affairs, LLC.

Attachments:

1. Exhibit A – Amendment No. 2 to Professional Services Agreement
2. Exhibit B – Original Professional Services Agreement with Dolphin Group

EXHIBIT A

**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT**

This Amendment No. 2 to the Professional Services Agreement ("Agreement"), is made and entered into this 28th day of September, 2017, ("Effective Date") by and between the City of Industry, a California municipal corporation ("City") and Elevate Public Affairs, LLC, a California limited liability company ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, on or about October 22, 2016, the City Council, approved a Professional Services Agreement with Dolphin Group ("Dolphin"), to provide communication and media relations services; and

WHEREAS, in June 2017, the Parties amended the Agreement to increase the Scope of Services of the Agreement to include additional communications and media relations services for the Industry Hills Expo Center and Industry Manufacturer's Council; and

WHEREAS, on or about August 1, 2017, certain principals who were providing services to the City formed Elevate Public Affairs, LLC; and

WHEREAS, the Parties desire to amend the Agreement to recognize the new entity, Elevate Public Affairs, LLC; and

WHEREAS, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 2, as set forth below.

AMENDMENT NO. 2

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

Commencing August 1, 2017, Dolphin Group, Inc. is no longer a party to this Agreement. All obligations and rights under the Agreement which previously designated Dolphin Group, Inc. as the responsible party, shall be assigned to Elevate Public Affairs, LLC.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 to the Agreement as of the Effective Date.

“CITY”
City of Industry

“CONSULTANT”
Elevate Public Affairs, LLC

By: _____
Paul J. Philips, City Manager

By: _____
Becky Warren, Partner

Attest:

By: _____
Diane M. Schlichting, Chief Deputy City Clerk

Approved as to Form:

By: _____
James M. Casso, City Attorney

EXHIBIT B

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of October 22, 2015, ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Dolphin Group, a California corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than October __, 2016, unless sooner terminated pursuant to the provisions of this Agreement or extended in writing by the Parties.

2. SERVICES

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

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

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

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working on the Effective Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) City has not consented in writing to Consultant's performance of such work. No officer or employee of City shall have any financial interest in this

Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et. seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

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

3. MANAGEMENT

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

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Fifteen Thousand Dollars (\$15,000.00) per month during the Term of the Agreement unless additional payment is approved in writing as provided in this Agreement.

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

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

5. SUSPENSION OR TERMINATION OF AGREEMENT

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless

the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

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

6. OWNERSHIP OF DOCUMENTS

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

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

7. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

(c) Duty to Defend

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

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

8. **INSURANCE**

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

9. **INDEPENDENT CONSULTANT**

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

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

10. LEGAL RESPONSIBILITIES

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

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

14. NOTICES

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

To City:	City of Industry 15625 E. Stafford, Suite 100 City of Industry, CA 91744 Attention: City Manager
With a Copy to:	James M. Casso, City Attorney P.O. Box 4131 West Covina, CA 91791
To Consultant:	Becky Warren Partner Dolphin Group 11835 West Olympic Boulevard Suite 1050E Los Angeles, CA 90064

15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

17. ENTIRE AGREEMENT

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

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

“CITY”
City of Industry

By: Paul Philips
Paul Philips, City Manager

“CONSULTANT”
Dolphin Group.

By: Becky Warren
Becky Warren, Partner

Attest:

By: Cecelia Dunlap
Cecelia Dunlap, Deputy City Clerk

Approved as to form:

By: James M. Casso
James M. Casso, City Attorney

Attachments:

Exhibit A
Exhibit B
Exhibit C

Scope of Services
Rate Schedule
Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

Consultant shall: develop communication templates; prepare and disseminate press releases; develop fact sheets on City public works and other projects and/or programs funded and/or managed by the City; develop other informational material to communicate to City residents and the public; assist the City with its media relations; scheduling and managing media interviews about City activities, including public works projects and programs; facilitate media inquiries, as needed; update and modernize the City's website so that it is an easy-to-use portal for public use and assist with the development of digital platforms for improved access to City news and updates; draft, prepare and disseminate information to appropriate publications to attract businesses to the City; identify speaking opportunities; and preparation of information and article submission opportunities with key business journals, membership and trade publications, social media, domestic and international to highlight City.

In the event Consultant needs to contract with a third party website vendor, Consultant shall seek the City's prior written approval.

EXHIBIT B

RATE SCHEDULE

Consultant shall charge the City \$15,000.00 per month for the services set forth in Exhibit A.

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall

also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

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

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

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

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

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

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

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

Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is

brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

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

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

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

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

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

CITY COUNCIL

ITEM NO. 6.1



CITY OF INDUSTRY

Incorporated June 18, 1957

MEMORANDUM

TO: Honorable Mayor & Chairman Radecki and Council & Agency Members

FROM: James M. Casso, City Attorney & Agency Counsel

DATE: September 28, 2017

SUBJECT: RATIFICATION OF THE PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS FOR TRES HERMANOS RANCH (THE "PSA") BY AND BETWEEN THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY AND THE CITY OF INDUSTRY, INCORPORATING THE TERMS AND CONDITIONS IN THE PSA AS SET FORTH IN OVERSIGHT BOARD RESOLUTION 2017-05

Background:

On January 13, 2017, the City and the Successor Agency entered into a Purchase and Sale Agreement and Joint Escrow Instructions providing for the purchase of Tres Hermanos Ranch by the City on an "AS IS" basis for \$100,000,000.00. On January 23, 2017, the Oversight Board considered the City's revised offer. At that meeting, the Oversight Board requested additional information regarding the City's planned development of the Property.

Over the ensuing months, the City provided various stakeholders, including the cities of Chino Hills and Diamond Bar, an overview of the possible uses for Tres Hermanos and also provided persons tours of Tres Hermanos. At the August 24, 2017, Oversight Board meeting, the City offered the board members an overview of the possible future uses for the property.

DISCUSSION

At its August 24, 2017 meeting, the Oversight Board ("OB"), following testimony by many members of the public as well as the cities of Chino Hills and Diamond Bar, considered Industry's offer to purchase Tres Hermanos. Given the overwhelming concern about the preservation of Tres Hermanos, the OB considered a motion imposing a deed restriction on the property as to its use by any future owner, including the City of Industry, at a price of \$41,650,000.00 that reflected the use restriction. The motion passed.

Under the Dissolution Act, actions of oversight boards are to be memorialized in a resolution. The OB's resolution was not signed until Tuesday evening, September 19, 2017 and emailed to the Department of Finance ("DOF") on Wednesday, September 20, 2017. The Successor Agency awaits approval by the DOF.

Before the Council and Successor Agency is ratification of the Purchase and Sale Agreement and Joint Escrow Instructions reflecting the changes and deed restriction imposed by the OB.

Fiscal Impact:

The purchase price for Tres Hermanos of \$41,650,000.00.

Recommendation:

It is recommended that the City Council and Successor Agency ratify the Purchase and Sale Agreement and Joint Escrow Instructions to reflect the changes ordered by the OB, and set forth in Oversight Board Resolution 2017-05.

Exhibits:

Attachment "A": Oversight Board Resolution 2017-05

**PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS
TRES HERMANOS RANCH**

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this "**Agreement**"), dated as of _____, (the "**Effective Date**") is entered into by and between the SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY, a public body corporate and politic (the "**Agency**" or "**Seller**") and the CITY OF INDUSTRY, a municipal corporation (the "**City**" or "**Buyer**"). The Agency and the City are hereinafter sometimes individually referred to as a "**Party**" and collectively referred to as the "**Parties.**"

RECITALS

A. Agency is the owner of that certain real property commonly known as Tres Hermanos Ranch, which consists of APN: 8701-021-271, 8701-022-270 and 8701-022-273 (Los Angeles County); 1000-011-19, 1000-011-20, 1000-011-21 and 1000-011-22, 1000-021-13 and 1000-021-14; 1000-031-14 and 1000-031-15 (San Bernardino County) and the reciprocal easement area, as more particularly described on **Exhibit A** attached hereto together with all right, title and interest in and to all appurtenances and improvements thereon or relating thereto (collectively, the "**Property**").

B. The Property was previously owned by the Industry Urban-Development Agency ("**IUDA**"). On June 28, 2011, the Governor signed into law ABX1 26, which provided for the dissolution and winding down of redevelopment agencies throughout the State of California. ABX1 26 was subsequently amended by Assembly Bill 1484 (collectively, as amended, "**Dissolution Act**").

C. Pursuant to the Dissolution Act, the City elected to be the Successor Agency to the IUDA to administer the dissolution and winding down of the IUDA. On February 1, 2012, pursuant to the Dissolution Act, the IUDA was dissolved by operation of law, and, upon dissolution, all assets, properties and contracts of the IUDA, including the Property, were transferred, by operation of law, to the Agency pursuant to the provisions of Health and Safety Code § 34175 (b).

D. Buyer desires to purchase the Property from Seller, and Seller desires to sell the Property to Buyer, on the terms and conditions contained in this Agreement.

NOW, THEREFORE, incorporating the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is thereby acknowledge, subject to all terms and conditions hereof, Buyer and Seller agree as follows:

1. PURCHASE AND SALE. Pursuant to the terms and conditions contained in this Agreement, Seller hereby agrees to sell the Property to Buyer and, Buyer hereby agrees to purchase the Property from Seller.

2. PURCHASE PRICE. The purchase price for the Property shall be Forty-One Million Six Hundred Fifty Thousand Dollars (\$41,650,000.00) (the "**Purchase Price**"), payable by Buyer to Seller in cash at the Close of Escrow (as set forth in Section 7, below). A non-refundable

deposit equal to ten percent (10%) of the Purchase Price shall be deposited into escrow by Buyer within five (5) days after execution of this Agreement by Seller and delivery to Buyer (“**Deposit**”). At the Close of Escrow, the Deposit shall be applied to the Purchase Price. Notwithstanding the above, if any of the conditions to closing set forth in Section 4 are not satisfied and escrow fails to close as a result thereof, the Deposit shall be fully refundable to Buyer.

3. ESCROW.

A. Opening of Escrow. Buyer has opened an escrow at the offices of First American Title Insurance Company (“**Escrow Holder**”). The principal office of the Escrow Holder for purposes of this Agreement is 18500 Von Karman Avenue, Suite 600, Irvine, California 92612, Attention: Patty Beverly, Escrow Officer, Telephone: (949) 885-2465, Fax: (877) 372-0260, Email: pbeverly@firstam.com. Upon mutual execution of this Agreement, Buyer and Seller shall deliver a fully executed copy of this Agreement to Escrow Holder.

B. Closing Date. Escrow shall close thirty (30) days after the Effective Date, but in no event on the first business day following a non-business day. For purposes of this Agreement, the closing date (“**Closing Date**” or “**Close of Escrow**”) shall mean the date on which a grant deed conveying the Property to Buyer is recorded in the Los Angeles County Recorder’s Office and the San Bernardino County Recorder’s Office, respectively, with respect to the portions of the Property located in each county (unless recording in only one County is required for the issuance of the Title Policy). For ease of reference, the grant deeds, whether singular or plural, shall be referred to herein as the Grant Deed.

4. CONDITIONS TO CLOSING.

A. Buyer’s Conditions to Closing. Close of Escrow and Buyer’s obligation to purchase the Property pursuant to this Agreement are subject to the satisfaction, or waiver, of the following conditions at or prior to Closing:

(i) Title. Buyer acknowledges receipt of the September 1, 2016 preliminary title report prepared by Escrow Holder for the Property in the annotated form attached hereto as **Exhibit B** (“**Title Report**”). Buyer shall acquire the Property subject to all exceptions described in the Title Report, together with all non-delinquent real property taxes and assessments to be assessed against the Property, subject to the following modifications: (x) the following exceptions shall be deleted: 22, 25, 36, 39, and 44, and (y) the following endorsements shall be issued (unless waived by Buyer in writing prior to closing): 100 (with respect to covenants, conditions, and restrictions), no surface access for water rights (103.5), contiguity (116.4), Subdivision Map Act compliance (116.7), no surface access for oil/gas/mineral rights (100.24 or 100.29) (“**Approved Exceptions**”). At the Closing, Seller shall deliver title to the Property to Buyer subject only to the Approved Exceptions.

(ii) Delivery of Deed. Not less than one (1) business day prior to Closing, Seller shall have executed and deposited into Escrow, for delivery to Buyer, the Grant Deed attached hereto as **Exhibit C**.

(iii) Delivery of Assignment. Not less than one (1) business day prior to Closing, Seller shall have executed and deposited into Escrow, for delivery to Buyer, an Assignment

in the form attached hereto as **Exhibit D**, assigning any leases affecting the Property (“**Assignment(s)**”).

(iv) No Default. Seller shall not be in material default of Seller’s obligations under this Agreement.

If any of the conditions to Buyer’s obligations set forth above fail to occur at or before the Closing Date through no fault of Buyer, then Buyer may cancel the Escrow, terminate this Agreement, and recover any amounts paid by Buyer to the Escrow Holder toward the Purchase Price.

B. Seller’s Condition to Closing. Close of Escrow and Seller’s obligation to sell the Property to Buyer pursuant to this Agreement, are subject to the satisfaction of the following conditions at or prior to Closing:

(i) Authorization to Sell. Prior to the Closing, Seller shall have obtained any and all authorizations and approvals necessary to sell the Property pursuant to the Dissolution Act, including, if necessary, California Department of Finance approval of the Oversight Board resolution approving the sale of the Property to Buyer on the terms and conditions set forth herein.

(ii) No Default. Buyer shall not be in material default of Buyer’s obligations under this Agreement, including, but not limited to, Buyer’s obligation to deliver the Purchase Price into escrow on or before the Closing Date.

If the conditions above have not been satisfied or waived by Seller at or before the Closing Date through no fault of Seller, then Seller may, upon written notice to Buyer, cancel the Escrow, terminate this Agreement, and recover any documents delivered to the Escrow Holder pursuant to this Agreement.

5. REPRESENTATIONS AND WARRANTIES.

A. Buyer hereby represents and warrants to Seller that (i) it has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby; (ii) all requisite action (corporate, trust, partnership or otherwise) has been taken by Buyer in connection with entering into this Agreement and the instruments referenced herein, and the consummation of the transactions contemplated hereby; and (iii) no consent of any other party is required for Buyer to execute this Agreement and consummate the transaction contemplated herein.

B. Seller hereby represents and warrants to Buyer that (i) it has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby; (ii) all requisite action (corporate, trust, partnership or otherwise) has been taken by Seller in connection with entering into this Agreement and the instruments referenced herein, and the consummation of the transactions contemplated hereby; and (iii) no consent of any other party is required for Seller to execute this Agreement and consummate the transaction contemplated herein.

C. Except as disclosed on those reports, if any, set forth on **Exhibit E** attached hereto (collectively, “**Environmental Reports**”), Seller hereby represents and warrants that (i) Seller

has not released any Hazardous Materials on the Property, (ii) Seller has no actual knowledge of any release of Hazardous Materials (as defined below) on the Property, and (iii) Seller has not received any notice of any actual or alleged violation of any law, ordinance, rule, regulation or order of any governmental authority pertaining to the Property, or any investigation relating thereto. For purposes of this Agreement, the term "**Hazardous Materials**" shall mean any and all of those materials, substances, wastes, pollutants, contaminants, byproducts, or constituents which have been determined to be injurious to health or the environment, including without limitation those designated as hazardous or toxic by any federal, state or local law, ordinance, rule, regulation or policy, and any other materials, substances, wastes, pollutants, contaminants, by-products or constituents requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.

D. Seller hereby represents and warrants to Buyer that, other than the Approved Exceptions (i) the Property is not encumbered by any leases, options to purchase, rights of first refusal or contracts for lease or sale of the Property; (ii) there are no liens or claims against the Property, (iii) there are no agreements that will affect the Property or bind Buyer following the Closing, and (iv) no actual or threatened (in writing) litigation, claims, appeals, arbitrations or claims affect the Property or will affect Buyer following the Closing.

6. CONDITION OF PROPERTY. Subject to the terms of this Agreement, the Property shall be conveyed from the Agency to the City on an "AS IS" condition and basis with all faults and the City agrees that the Agency has no obligation to make modifications, replacements or improvements thereto. Except as expressly and specifically provided in this Agreement, the City and anyone claiming by, through or under the City hereby waives its right to recover from and fully and irrevocably releases the Agency and the Oversight Board, and their respective officers, directors, employees, representatives, agents, advisors, servants, attorneys, successors and assigns, and all persons, firms, corporations and organizations acting on the Agency's or Oversight Board's behalf (collectively, the "**Released Parties**") from any and all claims, responsibility and/or liability that the City may now have or hereafter acquire against any of the Released Parties for any costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related to the matters pertaining to the Property described in this Section 6. This release includes claims of which the City is presently unaware or which the City does not presently suspect to exist which, if known by the City, would materially affect the City's release of the Released Parties. If the Property is not in a condition suitable for the intended use or uses, then it is the sole responsibility and obligation of the City to take such action as may be necessary to place the Property in a condition suitable for development of the Project thereon. Except as otherwise expressly and specifically provided in this Agreement and without limiting the generality of the foregoing, THE AGENCY MAKES NO REPRESENTATION OR WARRANTY AS TO (i) THE VALUE OF THE PROPERTY; (ii) THE INCOME TO BE DERIVED FROM THE PROPERTY; (iii) THE HABITABILITY, MARKETABILITY, PROFITABILITY, MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OF THE PROPERTY; (iv) THE MANNER, QUALITY, STATE OF REPAIR OR CONDITION OF THE PROPERTY; (v) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (vi) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION OR POLLUTION LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS; (vii) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS AT, ON, UNDER OR ADJACENT TO THE

PROPERTY; AND (viii) THE FACT THAT ALL OR A PORTION OF THE PROPERTY MAY BE LOCATED ON OR NEAR AN EARTHQUAKE FAULT LINE.

THE CITY HEREBY ACKNOWLEDGES THAT IT HAS READ AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH IS SET FORTH BELOW:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

BY INITIALING BELOW, CITY HEREBY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY IN CONNECTION WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING WAIVERS AND RELEASES.

City's Initials

The waivers and releases by the City herein contained shall survive the Close of Escrow and the recordation of the Grant Deed and shall not be deemed merged into the Grant Deed upon its recordation.

7. CLOSE OF ESCROW.

A. Delivery of Documents and Payment. Not less than one (1) business day prior to Closing, Seller shall deposit into Escrow the executed Assignment, and a Grant Deed in the form attached hereto as **Exhibit C**, properly executed and acknowledged by Seller, in favor of Buyer, containing the legal description of the Property, subject only to the Approved Exceptions. Not less than one (1) business day prior to Closing, Buyer and Seller shall have each deposited into Escrow any supplemental escrow instructions necessary to close this Escrow. Escrow Holder shall deliver to Seller the Purchase Price, when (1) Escrow Holder has recorded the Grant Deed, (2) Escrow Holder is prepared to issue to Buyer the Title Policy as provided in Section 7B below, (3) the conditions specified in Section 4 have been satisfied or waived, and (4) Escrow Holder holds, and is able to deliver to Buyer, the executed Assignment.

B. Title Insurance. At the Close of Escrow, Buyer shall obtain from Escrow Holder a 2006 Form B Extended Coverage American Land Title Association owner's form policy of title insurance in the amount of the Purchase Price insuring title to the Property in the name of Buyer subject only to the Approved Exceptions and otherwise in the form of **Exhibit F** attached hereto ("**Title Policy**").

C. Recordation and Delivery. At the Closing, Escrow Holder shall (1) forward the Grant Deed to the recorder for recordation, and (2) deliver the Title Policy as provided in Section 7B, above and the Assignment to Buyer at the address set forth in Section 14.

D. Obligation to Refrain from Discrimination. The City covenants and agrees for itself, its successors and assigns, and for every successor in interest to the Property or any part thereof, that there shall be no discrimination against or segregation of any person, or group of persons, on account of sex, marital status, age, handicap, race, color, religion, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, and the City (itself or any person claiming under or through the City) shall not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Property or any portion thereof. Notwithstanding the foregoing, if and when the City conveys the Property to a third party, the City shall be relieved of any further responsibility under this Section 7D as to the Property, or the portion thereof, so conveyed.

E. Form of Nondiscrimination and Nonsegregation Clauses. All deeds, leases or contracts for sale for all or any portion of the Property shall contain the following nondiscrimination or nonsegregation clauses:

(i) In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises herein conveyed, nor shall the Grantee himself or herself, or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph."

(ii) In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the leasing, subleasing, transferring, use or occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the

selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph.”

(iii) In contracts: “The contracting party or parties hereby covenant by and for himself or herself and their respective successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the contracting party or parties, any subcontracting party or parties, or their respective assigns or transferees, establish or permit any such practice or practices of discrimination or segregation.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph.”

F. Restrictive Covenant. In order to insure the City’s compliance with the covenants set forth in Sections 7E(i), (ii), and (iii) hereof, such covenants shall be set forth in the Grant Deed. Such covenants shall run with the Property for the benefit of the Agency and the Agency shall have the right to assign all of its rights and benefits therein to the City.

G. Effect and Duration of Covenants. The non-discrimination and non-segregation requirements set forth in Sections 7E(i), (ii), and (iii) shall (1) remain in effect in perpetuity, (2) be binding upon the Property and City and its successors and assigns, and (3) be set forth with particularity in any document of transfer or conveyance by the City.

8. **RESTRICTIVE COVENANT**. Pursuant to Health and Safety Code Sections 34181(a) and 34191.3, the Property shall be used for open space, public use, or preservation use only. The restrictive covenant set forth in this Section 8 shall (1) remain in effect in perpetuity, (2) be binding upon the Property and City and its successors and assigns, and (3) be set forth with particularity in any document of transfer or conveyance by the City.

9. **BROKERS**. Seller and Buyer hereby represent to each other that there are no brokers, finders, or other persons entitled to a commission, finder's fee or other payment in connection with this Agreement. Buyer and Seller hereby agree to indemnify, defend, protect, and

hold the other harmless from and against any claims, liabilities, or damages for commissions or finder's fees brought by any third party who has dealt or claims to have dealt with the indemnifying party pertaining to the Property.

10. FIRPTA. Seller warrants that it is not a foreign person or entity as defined in the Foreign Investors Real Property Tax Act and prior to the Close of Escrow Seller will deposit an affidavit certifying same and a California Form 593. Escrow Holder's duties pertaining to these provisions are limited to the receipt from Seller of such affidavit prior to the Close of Escrow and delivery to Buyer of such affidavit at the Close of Escrow.

11. GOVERNING LAW. This Agreement shall be construed and enforced in accordance with the applicable laws of the State of California.

12. PROPERTY TAXES. Buyer shall be responsible for any property or other taxes or assessments levied against the Property to the extent attributable to the period on or after the Closing. Seller shall be responsible for any property or other taxes or assessments levied against the Property to the extent attributable to the period prior to the Close of Escrow.

13. CLOSING COSTS. Buyer and Seller shall split equally the documentary transfer taxes, customary escrow fee and charges and recordation fees and the cost of the Title Policy. Any endorsements to the Title Policy requested by Buyer shall be paid for by Buyer. Tenant rental payments (if any), real property taxes and assessments (if any), utility and other operating costs of the Property shall be prorated at Closing with expenses prorated on an "accrual" basis and income prorated on a "cash" basis.

14. NOTICES. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by national overnight courier service, sent by facsimile transmission, if also sent by one of the other methods provided in this Section, or sent by registered or certified mail, first class postage prepaid, return receipt requested, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice, (ii) the date of the facsimile transmission, or (iii) three (3) business days after the date of posting with the United States Postal Service at the following addresses:

To Buyer: City of Industry
15625 East Stafford Street, Suite 100
City of Industry, California 91744
Attention: Paul J. Philips, City Manager

To Seller: Successor Agency to the
Industry Urban-Development Agency
15625 East Stafford Street, Suite 100
City of Industry, California 91744
Attention: Paul J. Philips, Executive Director

with a copy to: James M. Casso
Casso & Sparks, LLP
13200 Crossroads Parkway North, Suite 345
City of Industry, California 91746

Any party to this Agreement may change its address for receipt of notices by giving notice of such change to the other party in the manner set forth in this Section. Neither the rejection of a notice by the addressee or the inability to deliver a notice because of a change of address for which no change of address notice was received, shall affect the date on which such notice is deemed received.

15. RECEIPT OF PROPERTY DOCUMENTS. Buyer acknowledges that it has received and had the opportunity to review the following documents:

- (i) The Title Report; and
- (ii) The Environmental Reports.

16. MISCELLANEOUS.

A. Time. Time is of the essence of this Agreement with respect to each and every provision hereof in which time is a factor.

B. Entire Agreement. This Agreement, including the Exhibits attached hereto, contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes any and all prior agreements and understandings between the parties. No change in, modification of or amendment to this Agreement shall be valid unless set forth in writing and signed by all of the parties subsequent to the execution of this Agreement.

C. Further Assurances. Each of the parties agrees that it will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to the Closing Date, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement, including, without limitation, such documents as shall be required to issue the Title Policy.

D. Successors. Subject to the provisions of this Agreement, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, executors, representatives, successors and assigns.

E. Severability. In the event, any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall be effective only to the extent of such determination and shall not prohibit or otherwise render ineffective any other provision of this Agreement.

F. Exhibits. References herein to exhibits are to **Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E** and **Exhibit F** attached hereto, which exhibits are hereby incorporated by reference.

G. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

H. Survival. The Parties representations and warranties shall survive the Closing for one (1) year.

I. Buyer's Remedy for Seller's Default. If Seller defaults under this Agreement, then Buyer shall be entitled to pursue any remedy available at law or in equity, including, without limitation, specific performance of this Agreement.

J. Seller's Operation of the Property. From the Effective Date until the Closing, Seller shall (a) operate the Property in substantially the same manner as it did prior to the Effective Date, (b) perform all Seller's obligations under any Approved Exceptions, (c) maintain the Property in good order, condition and repair, and (d) not execute any new lease, agreement, or Approved Exception, or modify any such existing agreement (except to comply with requirements for obtaining the Title Policy).

K. SELLER'S REMEDY FOR BUYER'S DEFAULT. BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO PRESENTLY ESTIMATE THE TOTAL NET DETRIMENT OR DAMAGES WHICH SELLER MAY SUFFER IN THE EVENT BUYER DEFAULTS HEREUNDER AND FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY AS HEREIN PROVIDED. BUYER AND SELLER THEREFORE AGREE THAT A REASONABLE PRESENT ESTIMATE OF THE NET DETRIMENT THAT SELLER WOULD SUFFER IN THE EVENT OF BUYER'S DEFAULT OR BREACH HEREUNDER IS AN AMOUNT OF MONEY EQUAL TO THE DEPOSIT, WHICH SHALL BE THE FULL, AGREED AND LIQUIDATED DAMAGES PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677 AND SHALL NOT CONSTITUTE FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE 3275 OR 3369. SELLER WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 3389.

SELLER'S INITIALS

BUYER'S INITIALS

L. Legal Fees. If either party brings any action or suit against the other for any matter relating to or arising out of this Agreement, then the prevailing party in such action or dispute shall be entitled to recover from the other party all costs and expenses of suit, including attorneys' fees and costs.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement as of the date first written above.

SELLER:

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

By: _____
Mark D. Radecki, Chairman

ATTEST:

Diane M. Schlichting, Assistant Secretary

APPROVED AS TO FORM:

By: _____
James M. Casso, Agency Counsel

BUYER:

CITY OF INDUSTRY

By: _____
Mark D. Radecki, Mayor

ATTEST:

Diane M. Schlichting, Chief Deputy City Clerk

APPROVED AS TO FORM:

By: _____
James M. Casso, City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT "A"
Legal No. 899

LEGAL DESCRIPTION

A PORTION OF SECTION 1 AND ALL OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 9 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 12; THENCE EAST 80 CHAINS TO THE SOUTHEAST CORNER OF SECTION 12; THENCE NORTH 80 CHAINS TO THE NORTHEAST CORNER OF SAID SECTION 12; THENCE ON A COURSE OF ABOVE NORTH 61° 28' WEST 90.83 CHAINS MORE OR LESS, TO A POINT IN THE WEST LINE OF SAID SECTION 1, DISTANT 43.02 CHAINS NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH ALONG THE WEST LINES OF SAID SECTION 1 AND 12 TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION THEREOF INCLUDED WITHIN THE LAND, DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED ON JULY 05, 1968 AS INSTRUMENT NO. 399 IN BOOK D-4405 PAGE 993 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPT THEREFROM THAT PORTION THEREOF, INCLUDED WITHIN THE LAND, DESCRIBED IN THE DEEDS TO THE STATE OF CALIFORNIA, RECORDED ON NOVEMBER 17, 1971 AS INSTRUMENTS NO. 253 AND 254 IN BOOK D-5259 PAGES 626 AND 630 OF OFFICIAL RECORDS IN SAID COUNTY RECORDER.

ALSO EXCEPT THEREFROM THAT PORTION THEREOF, INCLUDED WITHIN THE LAND, DESCRIBED IN THE DEEDS TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA RECORDED ON MARCH 07, 1975 AS INSTRUMENTS NO. 281 AND 282 IN BOOK D-6579 PAGES 1 AND 11 OF OFFICIAL RECORDS IN SAID COUNTY RECORDER.

ALSO EXCEPT THEREFROM THAT PORTION THEREOF, INCLUDED WITHIN THE LAND DESCRIBED AS PARCEL A, IN THE GRANT DEED TO POMONA UNIFIED SCHOOL DISTRICT, RECORDED APRIL 07, 1993 AS DOCUMENT NO. 93-653577, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A:

THAT PORTION OF THE SOUTH HALF OF SECTION 1 AND THE NORTH HALF OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 9 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF DIAMOND BAR, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA,

ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF PARCEL 3 OF PARCEL MAP NO. 13350 AS PER MAP FILED IN BOOK 144 AT PAGES 12 AND 13 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 65° 33' 44" WEST; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 3, NORTH 61° 55' 24" WEST 242.81 FEET TO THE MOST EASTERLY CORNER OF SAID LAND AS DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED ON NOVEMBER 17, 1971, AS INSTRUMENT NO. 254 IN BOOK D-5259 PAGE 630 OF OFFICIAL RECORDS; THENCE ALONG THE SOUTHWESTERLY BOUNDARIES OF SAID DEED TO THE STATE OF CALIFORNIA, AS FOLLOWS:



SOUTH 80° 26' 22" WEST 357.29 FEET, NORTH 39° 50' 49" WEST 184.88 FEET; NORTH 08° 58' 26" WEST, 186.31 FEET TO THE SOUTHWESTERLY LINE OF PARCEL 1 AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 83 PAGES 62 AND 63 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG SAID LAST MENTIONED SOUTHWESTERLY LINE NORTH 61° 55' 24" WEST 2446.02 FEET; THENCE SOUTH 26° 04' 36" WEST 915.27 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1500.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15° 00' 00", AN ARC DISTANCE OF 392.70 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 120.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 78° 55' 24" WEST; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60° 00' 00", AN ARC DISTANCE OF 125.66 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 48° 55' 24" EAST 170.71 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 2500.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE 16° 02' 34", AN ARC DISTANCE OF 700.00 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1125.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 25° 02' 02" WEST; THENCE EASTERLY ALONG SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 73° 27' 26", AN ARC DISTANCE OF 1442.33 FEET; THENCE TANGENT TO SAID COMPOUND CURVE NORTH 41° 34' 36" EAST 225.00 FEET; THENCE SOUTH 61° 55' 24" EAST 70.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 100.00 FEET; THENCE EASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 60° 00' 00", AN ARC DISTANCE OF 104.72 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 75.00 FEET; A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 31° 55' 24" EAST; THENCE EASTERLY ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 78° 30' 00" AN ARC DISTANCE OF 102.76 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 350.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 46° 34' 36" EAST; THENCE SOUTHEASTERLY ALONG SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 22° 30' 00", AN ARC DISTANCE OF 137.44 FEET; THENCE TANGENT TO SAID LAST COMPOUND CURVE SOUTH 20° 55' 24" EAST 105.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO

THE NORTH AND HAVING A RADIUS OF 265.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 112° 00' 00", AN ARC DISTANCE OF 518.01 FEET; THENCE TANGENT TO LAST MENTIONED CURVE NORTH 47° 04' 36" EAST 137.02 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 200.00 FEET; THENCE EASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 67° 27' 44", AN ARC DISTANCE OF 235.49 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 65° 27' 40" EAST 38.64 FEET TO THE WESTERLY LINE OF CHINO HILLS PARKWAY (100.00 FEET WIDE) AS EXISTED ON APRIL 5, 1993, AND AS ESTABLISHED BY THE COUNTY ENGINEER OF SAN BERNARDINO; THENCE ALONG SAID CHINO HILLS PARKWAY, AS FOLLOWS:

NORTH 24° 32' 20" EAST 72.06 FEET AND NORTHERLY ALONG A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1750.00 FEET THROUGH A CENTRAL ANGLE OF 00° 06' 04", AN ARC DISTANCE OF 3.09 FEET TO THE POINT OF BEGINNING.

AND ALSO EXCEPT THEREFROM THAT PORTION THEREOF, INCLUDED WITHIN THE LAND DESCRIBED AS PARCEL RW-1, CHINO HILLS PARKWAY RIGHT-OF-WAY, BY FINAL ORDER AND JUDGMENT IN CONDEMNATION, RECORDED AUGUST 25, 1995, INSTRUMENT NO. 95-1398248, OFFICIAL RECORDS.

APN: 8701-021-271, 8701-022-270 and 8701-022-273


VLADISLAV SKREJEV, PLS 8363
CNC Engineering
Job No. MP 12-03#3 Legal No.899
Checked by  August 30, 2016



LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF CHINO HILLS, COUNTY OF SAN BERNARDINO,
STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

THOSE PORTIONS OF SECTIONS 14 AND 23, IN GOVERNMENT LOT 38, TOWNSHIP 2 SOUTH, RANGE 9 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE RANCHO SANTA ANA DEL CHINO, IN THE CITY OF CHINO HILLS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP FILED IN RECORD OF SURVEY RECORDED IN BOOK 3, PAGE 72, RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTHEASTERLY OF THE SAID RANCHO LINE BETWEEN STATIONS 13 AND 14, AS SHOWN ON SAID MAP.

EXCEPT THEREFROM THAT PORTION CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, BY DEED RECORDED MARCH 07, 1975, IN BOOK 8630, PAGE 104, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF SAN BERNARDINO, BY FINAL ORDER OF CONDEMNATION, RECORDED JUNE 07, 1988, INSTRUMENT NO. 88-180373, OFFICIAL RECORDS.

PARCEL NO. 2:

THE WEST 1/2 OF SECTION 13; THE WEST 1/2 OF SECTION 24; THE NORTHWEST 1/4 OF SECTION 25 AND THE NORTH 1/2 OF SECTION 26, ALL IN GOVERNMENT LOT 38, TOWNSHIP 2 SOUTH, RANGE 9 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE RANCHO SANTA ANA DEL CHINO, IN THE CITY OF CHINO HILLS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP FILED IN THE RECORD OF SURVEYS, RECORDED IN BOOK 3, PAGE 72, RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

EXCEPT THEREFROM THAT PORTION CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, BY DEED RECORDED MARCH 07, 1975, IN BOOK 8630, PAGE 83, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, BY DEED RECORDED MARCH 07, 1975, IN BOOK 8630, PAGE 92, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, BY DEED RECORDED MARCH 07, 1975, IN BOOK 8630, PAGE 104, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF
SAN BERNARDINO, BY FINAL ORDER OF CONDEMNATION, RECORDED JUNE 07,
1988, INSTRUMENT NO. 88-180373, OFFICIAL RECORDS.

APN: 1000-011-19, 20, 21 and 22, 1000-021-13 and 14; 1000-031-14 and 15

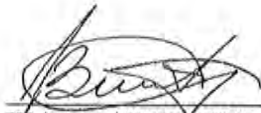


VLADISLAV SKREJEV, PLS 8363
CNC Engineering
Job No. MP 12-03#3 Legal No.900
Checked by  August 30, 2016



EXHIBIT B

TITLE REPORT

(See Attached.)

Updated 09/01/2016



**First American Title Company
National Commercial Services**

18500 Von Karman Ave, Suite 600
Irvine, CA 92612

September 01, 2016

Brandi Magana
Casso & Sparks, LLP
13200 Crossroads Parkway North, Suite 345
Industry, CA 91746
Phone: (213)626-8484
Fax: (213)626-0078

Customer Reference: Urban-Development Agency

Title Officer:	Ron Caramella	Title Assistant:	Gibson Reese
Phone:	(949)885-2451	Phone:	(949)885-2454

Order Number: NCS-489345-SA1

Property: No Site Address, Diamond Bar, CA

Attached please find the following item(s):

Commitment

Thank You for your confidence and support. We at First American Title Insurance Company maintain the fundamental principle:

Customer First!

First American Title Insurance Company

First American Title Insurance Company
INFORMATION

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

This information is not part of the title insurance commitment.

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4. Description of the Land	4
Schedule B-1 - Requirements	
Schedule B-2 - Exceptions	
Conditions	

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.
If you have any questions about the Commitment,
please contact the issuing office.

COMMITMENT FOR TITLE INSURANCE

Issued by

First American Title Insurance Company

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed Insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-1.

The Exceptions in Schedule B-2.

The Conditions.

This Commitment is not valid without Schedule A and Sections 1 and 2 of Schedule B.

SCHEDULE A

1. Commitment Date: August 22, 2016 at 7:30 A.M.
2. Policy or Policies to be Issued: Amount
 - (A) ALTA Owner's Policy \$TBD
Proposed Insured:
To Be Determined
 - (B) ALTA Extended Loan Policy-2006 \$TBD
Proposed Insured:
To Be Determined
3. (A) The estate or interest in the land described in this Commitment is:
Fee Simple

(B) Title to said estate or interest at the date hereof is vested in:
City of Industry, a municipal corporation (Los Angeles County) and Successor Agency to the
Industry Urban-Development Agency (San Bernardino County)
4. The land referred to in this Commitment is situated in the City of Diamond Bar, County of Los
Angeles, State of California, and is described as follows:

PARCEL I: (Los Angeles County)

A PORTION OF SECTION 1 AND ALL OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 9 WEST,
SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA,
ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 12; THENCE EAST 80 CHAINS TO THE
SOUTHEAST CORNER OF SECTION 12; THENCE NORTH 80 CHAINS TO THE NORTHEAST
CORNER OF SAID SECTION 12; THENCE ON A COURSE OF ABOVE NORTH 61° 28' WEST 90.83
CHAINS MORE OR LESS, TO A POINT IN THE WEST LINE OF SAID SECTION 1, DISTANT 43.02
CHAINS NORTH OF THE SOUTHWEST CORNER THEREOF;
THENCE SOUTH ALONG THE WEST LINES OF SAID SECTION 1 AND 12 TO THE POINT OF
BEGINNING.

EXCEPT THEREFROM THAT PORTION THEREOF INCLUDED WITHIN THE LAND, DESCRIBED IN
THE DEED TO THE STATE OF CALIFORNIA RECORDED ON JULY 05, 1968 AS INSTRUMENT NO.
399 IN BOOK D-4405 PAGE 993 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY
RECORDER OF SAID COUNTY.

ALSO EXCEPT THEREFROM THAT PORTION THEREOF, INCLUDED WITHIN THE LAND,
DESCRIBED IN THE DEEDS TO THE STATE OF CALIFORNIA, RECORDED ON NOVEMBER 17,
1971 AS INSTRUMENTS NO. 253 AND 254 IN BOOK D-5259 PAGES 626 AND 630 OF OFFICIAL
RECORDS IN SAID COUNTY RECORDER.

ALSO EXCEPT THEREFROM THAT PORTION THEREOF, INCLUDED WITHIN THE LAND,

DESCRIBED IN THE DEEDS TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA RECORDED ON MARCH 07, 1975 AS INSTRUMENTS NO. 281 AND 282 IN BOOK D-6579 PAGES 1 AND 11 OF OFFICIAL RECORDS IN SAID COUNTY RECORDER.

ALSO EXCEPT THEREFROM THAT PORTION THEREOF, INCLUDED WITHIN THE LAND DESCRIBED AS PARCEL A, IN THE GRANT DEED TO POMONA UNIFIED SCHOOL DISTRICT, RECORDED APRIL 07, 1993 AS DOCUMENT NO. 93-653577, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A:

THAT PORTION OF THE SOUTH HALF OF SECTION 1 AND THE NORTH HALF OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 9 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF DIAMOND BAR, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF PARCEL 3 OF PARCEL MAP NO. 13350 AS PER MAP FILED IN BOOK 144 AT PAGES 12 AND 13 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 65° 33' 44" WEST; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 3 NORTH 61° 55' 24" WEST 242.81 FEET TO THE MOST EASTERLY CORNER OF SAID LAND AS DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED ON NOVEMBER 17, 1971, AS INSTRUMENT NO. 254 IN BOOK D-5259 PAGE 630 OF OFFICIAL RECORDS; THENCE ALONG THE SOUTHWESTERLY BOUNDARIES OF SAID DEED TO THE STATE OF CALIFORNIA, AS FOLLOWS: SOUTH 80° 26' 22" WEST 357.29 FEET, NORTH 39° 50' 49" WEST 184.88 FEET; NORTH 08° 58' 26" WEST, 186.31 FEET TO THE SOUTHWESTERLY LINE OF PARCEL 1 AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 83 PAGES 62 AND 63 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG SAID LAST MENTIONED SOUTHWESTERLY LINE NORTH 61° 55' 24" WEST 2446.02 FEET; THENCE SOUTH 26° 04' 36" WEST 915.27 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1500.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15° 00' 00", AN ARC DISTANCE OF 392.70 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 120.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 78° 55' 24" WEST; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60° 00' 00", AN ARC DISTANCE OF 125.66 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 48° 55' 24" EAST 170.71 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 2500.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE 16° 02' 34", AN ARC DISTANCE OF 700.00 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1125.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 25° 02' 02" WEST; THENCE EASTERLY ALONG SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 73° 27' 26", AN ARC DISTANCE OF 1442.33 FEET; THENCE TANGENT TO SAID COMPOUND CURVE NORTH 41° 34' 36" EAST 225.00 FEET; THENCE SOUTH 61° 55' 24" EAST 70.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 100.00 FEET; THENCE EASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 60° 00' 00", AN ARC DISTANCE OF 104.72 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 75.00 FEET; A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 31° 55' 24" EAST; THENCE EASTERLY ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 78° 30' 00" AN ARC DISTANCE OF 102.76 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 350.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 46° 34' 36" EAST; THENCE SOUTHEASTERLY ALONG SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 22° 30' 00", AN ARC DISTANCE OF 137.44 FEET; THENCE TANGENT TO SAID LAST COMPOUND CURVE SOUTH 20° 55' 24" EAST 105.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 265.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 112° 00' 00", AN ARC DISTANCE OF 518.01 FEET; THENCE TANGENT TO LAST MENTIONED CURVE NORTH 47° 04' 36" EAST 137.02 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 200.00 FEET; THENCE EASTERLY ALONG

SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 67° 27' 44", AN ARC DISTANCE OF 235.49 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 65° 27' 40" EAST 38.64 FEET TO THE WESTERLY LINE OF CHINO HILLS PARKWAY (100.00 FEET WIDE) AS EXISTED ON APRIL 5, 1993, AND AS ESTABLISHED BY THE COUNTY ENGINEER OF SAN BERNARDINO; THENCE ALONG SAID CHINO HILLS PARKWAY, AS FOLLOWS: NORTH 24° 32' 20" EAST 72.06 FEET AND NORTHERLY ALONG A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1750.00 FEET THROUGH A CENTRAL ANGLE OF 00° 06' 04", AN ARC DISTANCE OF 3.09 FEET TO THE POINT OF BEGINNING.

AND ALSO EXCEPT THEREFROM THAT PORTION THEREOF, INCLUDED WITHIN THE LAND DESCRIBED AS PARCEL RW-1, CHINO HILLS PARKWAY RIGHT-OF-WAY, BY FINAL ORDER AND JUDGMENT IN CONDEMNATION, RECORDED AUGUST 25, 1995, INSTRUMENT NO. 95-1398248, OFFICIAL RECORDS.

PARCEL II: (San Bernardino County)

REAL PROPERTY IN THE CITY OF CHINO HILLS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

THOSE PORTIONS OF SECTIONS 14 AND 23, IN GOVERNMENT LOT 38, TOWNSHIP 2 SOUTH, RANGE 9 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE RANCHO SANTA ANA DEL CHINO, IN THE CITY OF CHINO HILLS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP FILED IN RECORD OF SURVEY RECORDED IN BOOK 3, PAGE 72, RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTHEASTERLY OF THE SAID RANCHO LINE BETWEEN STATIONS 13 AND 14, AS SHOWN ON SAID MAP.

EXCEPT THEREFROM THAT PORTION CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, BY DEED RECORDED MARCH 07, 1975, IN BOOK 8630, PAGE 104, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF SAN BERNARDINO, BY FINAL ORDER OF CONDEMNATION, RECORDED JUNE 07, 1988, INSTRUMENT NO. 88-180373, OFFICIAL RECORDS.

PARCEL NO. 2:

THE WEST 1/2 OF SECTION 13; THE WEST 1/2 OF SECTION 24; THE NORTHWEST 1/4 OF SECTION 25 AND THE NORTH 1/2 OF SECTION 26, ALL IN GOVERNMENT LOT 38, TOWNSHIP 2 SOUTH, RANGE 9 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE RANCHO SANTA ANA DEL CHINO, IN THE CITY OF CHINO HILLS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP FILED IN THE RECORD OF SURVEYS, RECORDED IN BOOK 3, PAGE 72, RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

EXCEPT THEREFROM THAT PORTION CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, BY DEED RECORDED MARCH 07, 1975, IN BOOK 8630, PAGE 83, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, BY DEED RECORDED MARCH 07, 1975, IN BOOK 8630, PAGE 92, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, BY DEED RECORDED MARCH 07, 1975, IN BOOK 8630, PAGE 104, OFFICIAL RECORDS.

Form No. 1068-2
ALTA Plain Language Commitment

Commitment No.: NCS-489345-SA1
Page Number: 7

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF SAN BERNARDINO, BY FINAL ORDER OF CONDEMNATION, RECORDED JUNE 07, 1988, INSTRUMENT NO. 88-180373, OFFICIAL RECORDS.

APN: 8701-021-271, 8701-022-270 and 273 (Los Angeles County); 1000-011-19, 20, 21 and 22, 1000-021-13 and 14; 1000-031-14 and 15 (San Bernardino County)

SCHEDULE B
SECTION ONE
REQUIREMENTS

The following requirements must be met:

- (A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (B) Pay us the premiums, fees and charges for the policy.
- (C) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (E) Releases(s) or Reconveyance(s) of Item(s): None
- (F) Other: None
- (G) You must give us the following information:
 - 1. Any off record leases, surveys, etc.
 - 2. Statement(s) of Identity, all parties.
 - 3. Other: None

The following additional requirements, as indicated by "X", must be met:

- (H) Provide information regarding any off-record matters, which may include, but are not limited to: leases, recent works of improvement, or commitment statements in effect under the Environmental Responsibility Acceptance Act, Civil Code Section 850, et seq.

The Company's Owner's Affidavit form(as provided by company) must be completed and submitted prior to close in order to satisfy this requirement. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.
- (I) An ALTA/ACSM survey of recent date, which complies with the current minimum standard detail requirements for ALTA/ACSM land title surveys, must be submitted to the Company for review. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.
- (J) The following LLC documentation is required:
 - (i) a copy of the Articles of Organization
 - (ii) a copy of the Operating Agreement, if applicable
 - (iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
 - (iv) express Company Consent to the current transaction

- (K) The following partnership documentation is required :
 - (i) a copy of the partnership agreement, including all applicable amendments thereto
 - (ii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
 - (iii) express Partnership Consent to the current transaction

- (L) The following corporation documentation is required:
 - (i) a copy of the Articles of Incorporation
 - (ii) a copy of the Bylaws, including all applicable Amendments thereto
 - (iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
 - (iv) express Corporate Resolution consenting to the current transaction

- (M) Based upon the Company's review of that certain partnership/operating agreement dated **Not disclosed** for the proposed Insured herein, the following requirements must be met:

Any further amendments to said agreement must be submitted to the Company, together with an affidavit from one of the general partners or members stating that it is a true copy, that said partnership or limited liability company is in full force and effect, and that there have been no further amendments to the agreement. This Commitment will then be subject to such further requirements as may be deemed necessary.

- (N) A copy of the complete lease, as referenced in Schedule A, #3 herein, together with any amendments and/or assignments thereto, must be submitted to the Company for review, along with an affidavit executed by the present lessee stating that it is a true copy, that the lease is in full force and effect, and that there have been no further amendments to the lease. This Commitment will then be subject to such further requirements as may be deemed necessary.

- (O) Approval from the Company's Underwriting Department must be obtained for issuance of the policy contemplated herein and any endorsements requested thereunder. This Commitment will then be subject to such further requirements as may be required to obtain such approval.

- (P) Potential additional requirements, if ALTA Extended coverage is contemplated hereunder, and work on the land has commenced prior to close, some or all of the following requirements, and any other requirements which may be deemed necessary, may need to be met:

- (Q) The Company's "Mechanic's Lien Risk Addendum" form must be completed by a Company employee, based upon information furnished by the appropriate parties involved.

- (R) The Company's "Indemnity Agreement I" must be executed by the appropriate parties.

- (S) Financial statements from the appropriate parties must be submitted to the Company for review.

- (T) A copy of the construction contract must be submitted to the Company for review.

- (U) An inspection of the land must be performed by the Company for verification of the phase of construction.

SCHEDULE B

SECTION TWO

EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction. The printed exceptions and exclusions from the coverage of the policy or policies are set forth in Exhibit A attached. Copies of the policy forms should be read. They are available from the office which issued this Commitment.

The Following Matters Affect Los Angeles County:

1. General and special taxes and assessments for the fiscal year 2016-2017, a lien not yet due or payable.
2. General and special taxes and assessments for the fiscal year 2015-2016.
First Installment: \$36,065.89, PAID
Penalty: \$0.00
Second Installment: \$36,065.88, PAID
Penalty: \$0.00
Tax Rate Area: 10262
A. P. No.: 8701-021-271
3. General and special taxes and assessments for the fiscal year 2015-2016.
First Installment: \$233.65, PAID
Penalty: \$0.00
Second Installment: \$233.63, PAID
Penalty: \$0.00
Tax Rate Area: 10262
A. P. No.: 8701-022-270
4. General and special taxes and assessments for the fiscal year 2015-2016.
First Installment: \$5,865.40, PAID
Penalty: \$0.00
Second Installment: \$5,865.39, PAID
Penalty: \$0.00
Tax Rate Area: 10262
A. P. No.: 8701-022-273

The Following Matters Affect San Bernardino County:

5. General and special taxes and assessments for the fiscal year 2016-2017, a lien not yet due or payable.
6. General and special taxes and assessments for the fiscal year 2015-2016.
First Installment: \$2,225.19, PAID
Penalty: \$0.00
Second Installment: \$2,225.16, PAID

- | | | |
|--|----------------|-------------------|
| | Penalty: | \$0.00 |
| | Tax Rate Area: | 024034 |
| | A. P. No.: | 1000-031-14-0-000 |
7. General and special taxes and assessments for the fiscal year 2015-2016.
- | | | |
|--|---------------------|-------------------|
| | First Installment: | \$3,799.41, PAID |
| | Penalty: | \$0.00 |
| | Second Installment: | \$3,799.38, PAID |
| | Penalty: | \$0.00 |
| | Tax Rate Area: | 024034 |
| | A. P. No.: | 1000-031-15-0-000 |
8. General and special taxes and assessments for the fiscal year 2015-2016.
- | | | |
|--|---------------------|-------------------|
| | First Installment: | \$3,750.80, PAID |
| | Penalty: | \$0.00 |
| | Second Installment: | \$3,750.78, PAID |
| | Penalty: | \$0.00 |
| | Tax Rate Area: | 024034 |
| | A. P. No.: | 1000-021-13-0-000 |
9. General and special taxes and assessments for the fiscal year 2015-2016.
- | | | |
|--|---------------------|-------------------|
| | First Installment: | \$5,762.19, PAID |
| | Penalty: | \$0.00 |
| | Second Installment: | \$5,762.15, PAID |
| | Penalty: | \$0.00 |
| | Tax Rate Area: | 024034 |
| | A. P. No.: | 1000-021-14-0-000 |
10. General and special taxes and assessments for the fiscal year 2015-2016.
- | | | |
|--|---------------------|-------------------|
| | First Installment: | \$1,855.21, PAID |
| | Penalty: | \$0.00 |
| | Second Installment: | \$1,855.20, PAID |
| | Penalty: | \$0.00 |
| | Tax Rate Area: | 024034 |
| | A. P. No.: | 1000-011-19-0-000 |
11. General and special taxes and assessments for the fiscal year 2015-2016.
- | | | |
|--|---------------------|-------------------|
| | First Installment: | \$1,846.30, PAID |
| | Penalty: | \$0.00 |
| | Second Installment: | \$1,846.26, PAID |
| | Penalty: | \$0.00 |
| | Tax Rate Area: | 024034 |
| | A. P. No.: | 1000-011-20-0-000 |
12. General and special taxes and assessments for the fiscal year 2015-2016.
- | | | |
|--|---------------------|-------------------|
| | First Installment: | \$717.76, PAID |
| | Penalty: | \$0.00 |
| | Second Installment: | \$717.74, PAID |
| | Penalty: | \$0.00 |
| | Tax Rate Area: | 024034 |
| | A. P. No.: | 1000-011-21-0-000 |

13. General and special taxes and assessments for the fiscal year 2015-2016.
- | | |
|---------------------|-------------------|
| First Installment: | \$1,171.60, PAID |
| Penalty: | \$0.00 |
| Second Installment: | \$1,171.57, PAID |
| Penalty: | \$0.00 |
| Tax Rate Area: | 024034 |
| A. P. No.: | 1000-011-22-0-000 |

14. Water rights, claims or title to water, whether or not shown by the public records.

(Affects Los Angeles and San Bernardino County Properties)

The Following Matters Affect Los Angeles County Properties:

15. The effect of the recital contained in the deed affecting said land from Chandis Securities Company, et al to the State of California, recorded July 05, 1968, Document No. 399 of Official Records which recites:
- "This conveyance is made for the purpose of a freeway and adjusted frontage road and the grantor hereby releases and relinquishes to the grantee any and all abutters rights including access rights appurtenant to grantor's remaining property in and to said freeway."
16. A waiver affecting said land in favor of the State of California of any claims for any and all damages to said land by reason of the location, constructions, landscaping and maintenance of highway or freeway contiguous thereto as contained in the deed recorded on November 17, 1971 as Document Nos. 253 and 254 of Official Records.
17. An easement for tunnel and incidental purposes, recorded March 07, 1975 as Instrument No. 283 of Official Records.
- | | |
|--------------|--|
| In Favor of: | The Metropolitan Water District of Southern California, a public corporation |
| Affects: | As described therein |
18. An easement for fill and slope and incidental purposes, recorded March 07, 1975 as Instrument No. 284 of Official Records.
- | | |
|--------------|--|
| In Favor of: | The Metropolitan Water District of Southern California, a public corporation |
| Affects: | As described therein |
19. A temporary easement for construction of water pipelines and incidental purposes, recorded March 07, 1975 as Instrument No. 285 of Official Records.
- | | |
|--------------|--|
| In Favor of: | The Metropolitan Water District of Southern California, a public corporation |
| Affects: | As described therein |
20. A temporary easement for construction of water pipelines and incidental purposes, recorded March 07, 1975 as Instrument No. 286 of Official Records.
- | | |
|--------------|--|
| In Favor of: | The Metropolitan Water District of Southern California, a public corporation |
| Affects: | As described therein |

21. An easement for road and incidental purposes, recorded March 07, 1975 as Instrument No. 287 of Official Records.
In Favor of: The Metropolitan Water District of Southern California, a public corporation
Affects: As described therein
22. Terms and provisions of an unrecorded lease dated November 01, 1975, by and between Josephine Scott Crocker, as Trustee, WM. Keith Scott, as Trustee, Della P. Scott, as Trustee, and Chandis Securities Company, a corporation as lessor and Harold Guy Arnold as lessee, as disclosed by a Grant Deed recorded February 01, 1978 as Instrument No. 78-119743 of Official Records.

Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records are not shown herein.
23. An easement for slopes and incidental purposes, recorded April 07, 1993 as Instrument No. 93-653578 of Official Records.
In Favor of: Pomona Unified School District, a public agency organized under the laws of the State of California
Affects: As described therein
24. An easement for slope and storm drain purposes and incidental purposes, recorded August 25, 1995 as Instrument No. 95-1398248 of Official Records.
In Favor of: County of San Bernardino
Affects: As described therein

The Following Matters Affect San Bernardino County Properties:

25. The effect of a map of Chino Hills Facilities benefit assessment area and the lien of any taxes or assessments levied by bonds issued by Chino Hills Facilities benefit assessment, recorded in map book 62, page 23, of assessment maps.
26. Rights of the public in and to that portion of the land lying within any road, street or highway.
27. An easement for pole line and tower and incidental purposes in the document recorded as Book 495, Page 159 of Official Records.
28. An easement for pipelines and incidental purposes in the document recorded as Book 2, Page 183 of Official Records.
29. An easement for either or both pole lines, conduits and incidental purposes, recorded July 03, 1928 as Book 388, Page 139 of Official Records.
In Favor of: Southern California Edison Company
Affects: As described therein
30. An easement for either or both pole lines, conduits and incidental purposes, recorded September 19, 1941 as Book 1488, Page 173 of Official Records.
In Favor of: Southern California Edison Company
Affects: As described therein
31. An easement for gas pipe lines and incidental purposes in the document recorded as Book 2214, Page 8 of Official Records.

32. An easement for gas pipe lines and incidental purposes, recorded March 23, 1951 as Book 2738, Page 28 of Official Records.
In Favor of: Southern California Gas Company and Southern Counties Gas Company of California
Affects: As described therein
33. Terms and conditions set forth in deeds recorded in Book 8630, Page 83, in Book 8360, Page 92 and in Book 8630, Page 104, all of Official Records.
34. An easement for fill and slope and incidental purposes, recorded March 07, 1975 as Book 8630, Page 114 of Official Records.
In Favor of: The Metropolitan Water District of Southern California
Affects: As described therein
35. An easement for road and incidental purposes, recorded March 07, 1975 as Book 8630, Page 166 of Official Records.
In Favor of: Metropolitan Water District of Southern California
Affects: As described therein
36. Terms and provisions of an unrecorded lease dated November 01, 1975, by and between Josephine Scott Crocker, as Trustee, Wm. Keith Scott, as Trustee, Della P. Scott, as Trustee, and Chandis Securities Company, a corporation as lessor and Harold Guy Arnold as lessee, as disclosed by a Grant Deed recorded February 01, 1978 as Book 9359, Page 145 of Official Records.
- Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records are not shown herein.
37. Any boundary discrepancies or rights which may exist or arise by reason of that record of survey recorded in Book 3, Page 72, Records of Survey.
38. Any boundary discrepancies or rights which may exist or arise by reason of that record of survey recorded in Book 38, Pages 54 to 56, inclusive, Records of Survey.
39. A Deed of Trust to secure an original indebtedness of \$7,000,000.00 recorded May 18, 1983 as Instrument no. 83-107902 of Official Records.
Dated: May 01, 1983
Trustor: Industry Urban-Development Agency, a public body, corporate and politic
Trustee: First American Title Insurance Company, a California corporation
Beneficiary: Bank of American National Trust and Savings Association
Affects: The land and other property.
A full reconveyance of said Deed of Trust above mentioned was recorded September 13, 1985, as Instrument No. 85-225182, Official Records.
40. An easement for slope and drainage and incidental purposes, recorded June 07, 1988 as Instrument No. 88-180373 of Official Records.
In Favor of: The County of San Bernardino
Affects: As described therein

41. The effect of that certain license for diversion and use of water, dated March 08, 1989, recorded April 04, 1989 as Instrument No. 89-118472 of Official Records.
42. An easement for equestrian and hiking trail and incidental purposes, recorded April 19, 1989 as Instrument No. 89-138944 of Official Records.
In Favor of: The County of Los Angeles
Affects: As described therein

(Affects Parcel Nos. 1 and 2)

Assignment and Assumption of Easements recorded August 01, 2003 as Instrument No. 2003-0569762 of Official Records provides that the interest of the easement holder was transferred to Pacific Terminals LLC, a Delaware limited liability company.
43. An easement for road and incidental purposes, recorded February 26, 1992 as Instrument No. 92-069064 of Official Records.
In Favor of: Southern California Edison Company
Affects: As described therein

(Affects a portion of Parcel No. 2)
44. The effect of a Notice of Intent to preserve interest executed by Jack Wesley Greening, Jr., recorded April 06, 2000 as Instrument No. 20000117482 of Official Records.

The effect of a Quitclaim Deed executed by Jack W. Greening, Jr. in favor of Chino Land & Water Co., Inc., recorded October 04, 2000 as Instrument No. 20000362332 of Official Records.
45. An easement for emergency access and incidental purposes, recorded November 21, 2000 as Instrument No. 20000424992 of Official Records.
In Favor of: Boy Scouts of America, Los Angeles Area County
Affects: Cannot be located from the record
46. An easement for access and ingress and egress and incidental purposes, recorded November 21, 2000 as Instrument No. 20000424992 of Official Records.
In Favor of: Boy Scouts of America, Los Angeles Area County
Affects: Cannot be located from the record
47. The terms and provisions contained in the document entitled "Memorandum of Mutual Rescission Agreement and Quitclaim" recorded July 03, 2001 as Instrument No. 20010260856 of Official Records.
48. The terms and provisions contained in the document entitled "Right of Way Agreement" recorded July 03, 2001 as Instrument No. 20010260857, both of Official Records.
49. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/ACSM survey.
50. Rights of parties in possession.

INFORMATIONAL NOTES

1. According to the latest available equalized assessment roll in the office of the county tax assessor, there is located on the land Vacant Residential Properties of Los Angeles County in Diamond Bar, California.

APN: 8701-021-271, 8701-022-270 and 273
2. According to the latest available equalized assessment roll in the office of the county tax assessor, there is located on the land Electric Power Transmission Properties in San Bernardino County in Chino Hills, California.

APN: 1000-031-14 and 15; 1000-021-13 and 14; 1000-011-19 thru 22
3. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None
4. If this preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only, it is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title Insurance Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

******To obtain wire instructions for deposit of funds to your escrow file please contact your Escrow Officer.******

CONDITIONS

1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument.

(b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section Two may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section One are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section One

or

eliminate with our written consent any Exceptions shown in Schedule B - Section Two.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.



First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect includes:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and e-mail address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive. firstam.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy; or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
1. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant, (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

**5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy;
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the Insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the Insured claimant and not disclosed in writing to the Company by the Insured claimant prior to the date the Insured claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the Insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or
 - (e) resulting in loss or damage which would not have been sustained if the Insured claimant had paid value for the Insured mortgage.
4. Unenforceability of the lien of the Insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the Insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the Insured mortgage which at Date of Policy the Insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the Insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the Insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (iii) the transaction creating the interest of the Insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1.
 - (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
 - (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the Insured claimant and not disclosed in writing to the Company by the Insured claimant prior to the date the Insured claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or

- (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
- (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**10. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL
TITLE INSURANCE POLICY - 1987
EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - * land use
 - * improvements on the land
 - * land division
 - * environmental protectionThis exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
 - * a notice of exercising the right appears in the public records on the Policy Date
 - * the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.
3. Title Risks:
 - * that are created, allowed, or agreed to by you
 - * that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
 - * that result in no loss to you
 - * that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - * to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
 - * in streets, alleys, or waterways that touch your landThis exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

11. EAGLE PROTECTION OWNER'S POLICY

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998**

Covered Risks 14 (Subdivision Law Violation), 15 (Building Permit), 16 (Zoning) and 18 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability

EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
 - a. building
 - b. zoning
 - c. land use
 - d. improvements on the land
 - e. land division
 - f. environmental protectionThis exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.
This exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
 - a. a notice of exercising the right appears in the Public Records at the Policy Date; or
 - b. the taking happened before the Policy Date and is binding on You if You bought the Land without knowing of the taking.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
 - b. that are known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.This exclusion does not limit the coverage described in Covered Risk 11 or 18.

12. THIRD GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (1/01/08)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions, or location of any improvement erected on the Land; (iii) the subdivision of land; or (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

13. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;

- or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
- (a) created, suffered, assumed, or agreed to by the Insured Claimant;
- (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
- (a) a fraudulent conveyance or fraudulent transfer, or
- (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

**14. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 13 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

**15. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - the occupancy, use, or enjoyment of the Land;
 - the character, dimensions, or location of any improvement erected on the Land;
 - the subdivision of land; or
 - environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

2. (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
3. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

**16. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 15 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

EXHIBIT C

FORM OF GRANT DEED

RECORDING REQUESTED BY:

First American Title Insurance Company

AND WHEN RECORDED AND MAIL TAX
STATEMENTS TO:

City of Industry
15625 East Stafford Street, Suite 100
City of Industry, California 91744
Attention: Diane M. Schlichting

[The undersigned declares that this Grant Deed is exempt from Recording Fees pursuant to California Government Code Section 27383. The undersigned declares that this Grant Deed is exempt from Documentary Transfer Tax pursuant to Revenue and Taxation Code Section 11922.]

GRANT DEED

Documentary Transfer Tax: \$0.00

THE UNDERSIGNED GRANTOR DECLARES:

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the **SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY** (the "Grantor"), hereby grants to the **CITY OF INDUSTRY** (the "Grantee"), that certain real property described in Exhibit A attached hereto (the "Site") and incorporated herein by this reference, together with all of Grantor's right title and interest in and to all easements, privileges and rights appurtenant to the Site.

This Grant Deed of the Site is subject to the provisions of that certain Purchase and Sale Agreement and Joint Escrow Instructions Tres Hermanos Ranch (the "Agreement") entered into by and between the Grantor and Grantee dated as of _____, the terms of which are incorporated herein by reference. A copy of the Agreement is available for public inspection at the offices of the Grantor located at 15625 East Stafford Street, Suite 100, City of Industry, California 91744. The Site is conveyed further subject to all easements, rights of way, covenants, conditions, restrictions, reservations and all other matters of record, and the following conditions, covenants and agreements.

1. Subject to the provisions of Section 7 of the Agreement, the Site as described in Exhibit A is conveyed subject to the condition that the Grantee covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through it, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of

Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises herein conveyed, nor shall the Grantee, or any person claiming under or through it, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein conveyed.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph.

2. All deeds, leases or contracts entered into with respect to the Site shall contain or be subject to substantially the following nondiscrimination/nonsegregation clauses:

(a) In deeds: "The Grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises herein conveyed, nor shall the Grantee himself or herself, or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph."

(b) In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the leasing, subleasing, transferring, use or occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection,

location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph.”

(c) In contracts: “The contracting party or parties hereby covenant by and for himself or herself and their respective successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the contracting party or parties, any subcontracting party or parties, or their respective assigns or transferees, establish or permit any such practice or practices of discrimination or segregation.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph.”

3. Pursuant to Health and Safety Code Sections 34181(a) and 34191.3, Grantee’s use of the Site and any future use of the Site shall be used for open space, public use, or preservation use only.

4. All covenants and agreements contained in this Grant Deed shall run with the land and shall be binding for the benefit of Grantor and its successors and assigns and such covenants shall run in favor of the Grantor and for the entire period during which the covenants shall be in force and effect as provided in the Agreement, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. The Grantor, in the event of any breach of any such covenants, shall have the right to exercise all of the rights and remedies provided herein or otherwise available, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by the Grantor and its successors and assigns.

5. The covenants contained in Paragraphs 2, 3 and 4 of this Grant Deed shall remain in effect in perpetuity except as otherwise expressly set forth therein.

6. This Grant Deed may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Grant Deed to be executed and notarized as of this ____ day of _____, 2017.

GRANTOR:

GRANTEE:

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

CITY OF INDUSTRY

By: _____
Mark D. Radecki, Chairman

By: _____
Mark D. Radecki, Mayor

ATTEST:

ATTEST:

Diane M. Schlichting, Assistant Secretary

Diane M. Schlichting, Chief Deputy City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
James M. Casso, Agency Counsel

By: _____
James M. Casso, City Attorney

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

State of California)

County of Los Angeles)

On _____, before me, _____
(insert name and title of the officer)

Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

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

State of California)

County of Los Angeles)

On _____, before me, _____
(insert name and title of the officer)

Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT A

LEGAL DESCRIPTION

(Attached.)

LEGAL DESCRIPTION

A PORTION OF SECTION 1 AND ALL OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 9 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 12; THENCE EAST 80 CHAINS TO THE SOUTHEAST CORNER OF SECTION 12; THENCE NORTH 80 CHAINS TO THE NORTHEAST CORNER OF SAID SECTION 12; THENCE ON A COURSE OF ABOVE NORTH 61° 28' WEST 90.83 CHAINS MORE OR LESS, TO A POINT IN THE WEST LINE OF SAID SECTION 1, DISTANT 43.02 CHAINS NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH ALONG THE WEST LINES OF SAID SECTION 1 AND 12 TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION THEREOF INCLUDED WITHIN THE LAND, DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED ON JULY 05, 1968 AS INSTRUMENT NO. 399 IN BOOK D-4405 PAGE 993 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPT THEREFROM THAT PORTION THEREOF, INCLUDED WITHIN THE LAND, DESCRIBED IN THE DEEDS TO THE STATE OF CALIFORNIA, RECORDED ON NOVEMBER 17, 1971 AS INSTRUMENTS NO. 253 AND 254 IN BOOK D-5259 PAGES 626 AND 630 OF OFFICIAL RECORDS IN SAID COUNTY RECORDER.

ALSO EXCEPT THEREFROM THAT PORTION THEREOF, INCLUDED WITHIN THE LAND, DESCRIBED IN THE DEEDS TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA RECORDED ON MARCH 07, 1975 AS INSTRUMENTS NO. 281 AND 282 IN BOOK D-6579 PAGES 1 AND 11 OF OFFICIAL RECORDS IN SAID COUNTY RECORDER.

ALSO EXCEPT THEREFROM THAT PORTION THEREOF, INCLUDED WITHIN THE LAND DESCRIBED AS PARCEL A, IN THE GRANT DEED TO POMONA UNIFIED SCHOOL DISTRICT, RECORDED APRIL 07, 1993 AS DOCUMENT NO. 93-653577, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A:

THAT PORTION OF THE SOUTH HALF OF SECTION 1 AND THE NORTH HALF OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 9 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF DIAMOND BAR, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA,

ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF PARCEL 3 OF PARCEL MAP NO. 13350 AS PER MAP FILED IN BOOK 144 AT PAGES 12 AND 13 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 65° 33' 44" WEST; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 3, NORTH 61° 55' 24" WEST 242.81 FEET TO THE MOST EASTERLY CORNER OF SAID LAND AS DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED ON NOVEMBER 17, 1971, AS INSTRUMENT NO. 254 IN BOOK D-5259 PAGE 630 OF OFFICIAL RECORDS; THENCE ALONG THE SOUTHWESTERLY BOUNDARIES OF SAID DEED TO THE STATE OF CALIFORNIA, AS FOLLOWS:



SOUTH 80° 26' 22" WEST 357.29 FEET, NORTH 39° 50' 49" WEST 184.88 FEET; NORTH 08° 58' 26" WEST, 186.31 FEET TO THE SOUTHWESTERLY LINE OF PARCEL 1 AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 83 PAGES 62 AND 63 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG SAID LAST MENTIONED SOUTHWESTERLY LINE NORTH 61° 55' 24" WEST 2446.02 FEET; THENCE SOUTH 26° 04' 36" WEST 915.27 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1500.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15° 00' 00", AN ARC DISTANCE OF 392.70 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 120.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 78° 55' 24" WEST; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60° 00' 00", AN ARC DISTANCE OF 125.66 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 48° 55' 24" EAST 170.71 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 2500.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE 16° 02' 34", AN ARC DISTANCE OF 700.00 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1125.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 25° 02' 02" WEST; THENCE EASTERLY ALONG SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 73° 27' 26", AN ARC DISTANCE OF 1442.33 FEET; THENCE TANGENT TO SAID COMPOUND CURVE NORTH 41° 34' 36" EAST 225.00 FEET; THENCE SOUTH 61° 55' 24" EAST 70.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 100.00 FEET; THENCE EASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 60° 00' 00", AN ARC DISTANCE OF 104.72 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 75.00 FEET; A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 31° 55' 24" EAST; THENCE EASTERLY ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 78° 30' 00" AN ARC DISTANCE OF 102.76 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 350.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 46° 34' 36" EAST; THENCE SOUTHEASTERLY ALONG SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 22° 30' 00", AN ARC DISTANCE OF 137.44 FEET; THENCE TANGENT TO SAID LAST COMPOUND CURVE SOUTH 20° 55' 24" EAST 105.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO

THE NORTH AND HAVING A RADIUS OF 265.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 112° 00' 00", AN ARC DISTANCE OF 518.01 FEET; THENCE TANGENT TO LAST MENTIONED CURVE NORTH 47° 04' 36" EAST 137.02 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 200.00 FEET; THENCE EASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 67° 27' 44", AN ARC DISTANCE OF 235.49 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 65° 27' 40" EAST 38.64 FEET TO THE WESTERLY LINE OF CHINO HILLS PARKWAY (100.00 FEET WIDE) AS EXISTED ON APRIL 5, 1993, AND AS ESTABLISHED BY THE COUNTY ENGINEER OF SAN BERNARDINO; THENCE ALONG SAID CHINO HILLS PARKWAY, AS FOLLOWS:

NORTH 24° 32' 20" EAST 72.06 FEET AND NORTHERLY ALONG A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1750.00 FEET THROUGH A CENTRAL ANGLE OF 00° 06' 04", AN ARC DISTANCE OF 3.09 FEET TO THE POINT OF BEGINNING.

AND ALSO EXCEPT THEREFROM THAT PORTION THEREOF, INCLUDED WITHIN THE LAND DESCRIBED AS PARCEL RW-1, CHINO HILLS PARKWAY RIGHT-OF-WAY, BY FINAL ORDER AND JUDGMENT IN CONDEMNATION, RECORDED AUGUST 25, 1995, INSTRUMENT NO. 95-1398248, OFFICIAL RECORDS.

APN: 8701-021-271, 8701-022-270 and 8701-022-273


VLADISLAV SKREJEV, PLS 8363
CNC Engineering
Job No. MP 12-03#3 Legal No.899
Checked by  August 30, 2016



LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF CHINO HILLS, COUNTY OF SAN BERNARDINO,
STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

THOSE PORTIONS OF SECTIONS 14 AND 23, IN GOVERNMENT LOT 38, TOWNSHIP 2
SOUTH, RANGE 9 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE
RANCHO SANTA ANA DEL CHINO, IN THE CITY OF CHINO HILLS, COUNTY OF SAN
BERNARDINO, STATE OF CALIFORNIA, AS PER MAP FILED IN RECORD OF SURVEY
RECORDED IN BOOK 3, PAGE 72, RECORD OF SURVEYS, IN THE OFFICE OF THE
COUNTY RECORDER OF SAID COUNTY, LYING SOUTHEASTERLY OF THE SAID
RANCHO LINE BETWEEN STATIONS 13 AND 14, AS SHOWN ON SAID MAP.

EXCEPT THEREFROM THAT PORTION CONVEYED TO THE METROPOLITAN
WATER DISTRICT OF SOUTHERN CALIFORNIA, BY DEED RECORDED MARCH 07,
1975, IN BOOK 8630, PAGE 104, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF
SAN BERNARDINO, BY FINAL ORDER OF CONDEMNATION, RECORDED JUNE 07,
1988, INSTRUMENT NO. 88-180373, OFFICIAL RECORDS.

PARCEL NO. 2:

THE WEST 1/2 OF SECTION 13; THE WEST 1/2 OF SECTION 24; THE NORTHWEST 1/4
OF SECTION 25 AND THE NORTH 1/2 OF SECTION 26, ALL IN GOVERNMENT LOT
38, TOWNSHIP 2 SOUTH, RANGE 9 WEST, SAN BERNARDINO BASE AND MERIDIAN,
IN THE RANCHO SANTA ANA DEL CHINO, IN THE CITY OF CHINO HILLS, COUNTY
OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP FILED IN THE RECORD
OF SURVEYS, RECORDED IN BOOK 3, PAGE 72, RECORD OF SURVEYS, IN THE
OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

EXCEPT THEREFROM THAT PORTION CONVEYED TO THE METROPOLITAN
WATER DISTRICT OF SOUTHERN CALIFORNIA, BY DEED RECORDED MARCH 07,
1975, IN BOOK 8630, PAGE 83, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE
METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, BY DEED
RECORDED MARCH 07, 1975, IN BOOK 8630, PAGE 92, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE
METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, BY DEED
RECORDED MARCH 07, 1975, IN BOOK 8630, PAGE 104, OFFICIAL RECORDS.

EXHIBIT D

FORM OF ASSIGNMENT AND ASSUMPTION OF LEASES

ASSIGNMENT AND ASSUMPTION OF LEASES

This Assignment and Assumption of Leases (this "Assignment") dated as of _____, 2017, is entered into by and between the SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY, a public body, corporate and politic ("Assignor"), and the CITY OF INDUSTRY, a municipal corporation ("Assignee").

WITNESSETH

WHEREAS, Assignor is the lessor or landlord under the certain lease agreements identified on Exhibit A attached hereto (the "Leases") executed with respect to that certain real property located in the City of Industry, California (the "Property") as more fully described in Exhibit B attached hereto;

WHEREAS, Assignor, as Seller, and Assignee, as Buyer, have entered into that certain Purchase and Sale Agreement and Joint Escrow Instructions Tres Hermanos Ranch dated as of _____, (the "Purchase Agreement") conveying the Property (as defined in the Purchase Agreement).

WHEREAS, Assignor desires to assign its interest as lessor or landlord in the Leases to Assignee, and Assignee desires to accept the assignment thereof.

NOW, THEREFORE, in consideration of the promises and conditions contained herein, the parties hereby agree as follows:

1. Effective as of the Effective Date (as defined below), Assignor hereby assigns, transfers and conveys to Assignee all of its right, title and interest in and to the Leases.
2. Effective as of the Effective Date, Assignee hereby assumes all of the Assignor's obligations under the Leases and agrees to indemnify Assignor against and hold Assignor harmless from any and all cost, liability, loss, damage or expense, including, without limitation, attorneys' fees, accruing on or to be performed subsequent to the Effective Date and arising out of the Assignor's obligations under the Leases.
3. Effective as of the Effective Date, Assignor hereby agrees to indemnify Assignee against and hold Assignee harmless from any and all cost, liability, loss, damage or expense, including, without limitations attorneys' fees, accruing or to be performed prior to the effective Date and arising out of the Assignor's obligations under the Leases.
4. Any rental and other payments under the Lease shall be prorated between the parties as provided in the Purchase Agreement.

5. In the event of any litigation arising out of this Assignment, the losing party shall pay the prevailing party's costs and expenses of such litigation, including, without limitation, attorneys' fees.

6. This Assignment shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest and assigns.

7. This Assignment shall be governed by and construed in accordance with the laws of the State of California.

8. This Assignment is delivered pursuant to the Purchase Agreement.

9. For purposes of this Assignment, the "Effective Date" shall be the date of the Close of Escrow (as defined in the Purchase Agreement).

10. This Assignment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment the day and year first written above.

ASSIGNOR:

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

By: _____
Mark D. Radecki, Chairman

ATTEST:

Diane M. Schlichting, Assistant Secretary

APPROVED AS TO FORM:

By: _____
James M. Casso, Agency Counsel

ASSIGNEE:

CITY OF INDUSTRY

By: _____
Mark D. Radecki, Mayor

ATTEST:

Diane M. Schlichting, Chief Deputy City Clerk

APPROVED AS TO FORM:

By: _____
James M. Casso, City Attorney

EXHIBIT A
LIST OF LEASES

(Attached.)

EXHIBIT B

LEGAL DESCRIPTION OF THE PROPERTY

LEGAL DESCRIPTION

A PORTION OF SECTION 1 AND ALL OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 9 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 12; THENCE EAST 80 CHAINS TO THE SOUTHEAST CORNER OF SECTION 12; THENCE NORTH 80 CHAINS TO THE NORTHEAST CORNER OF SAID SECTION 12; THENCE ON A COURSE OF ABOVE NORTH 61° 28' WEST 90.83 CHAINS MORE OR LESS, TO A POINT IN THE WEST LINE OF SAID SECTION 1, DISTANT 43.02 CHAINS NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH ALONG THE WEST LINES OF SAID SECTION 1 AND 12 TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION THEREOF INCLUDED WITHIN THE LAND, DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED ON JULY 05, 1968 AS INSTRUMENT NO. 399 IN BOOK D-4405 PAGE 993 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPT THEREFROM THAT PORTION THEREOF, INCLUDED WITHIN THE LAND, DESCRIBED IN THE DEEDS TO THE STATE OF CALIFORNIA, RECORDED ON NOVEMBER 17, 1971 AS INSTRUMENTS NO. 253 AND 254 IN BOOK D-5259 PAGES 626 AND 630 OF OFFICIAL RECORDS IN SAID COUNTY RECORDER.

ALSO EXCEPT THEREFROM THAT PORTION THEREOF, INCLUDED WITHIN THE LAND, DESCRIBED IN THE DEEDS TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA RECORDED ON MARCH 07, 1975 AS INSTRUMENTS NO. 281 AND 282 IN BOOK D-6579 PAGES 1 AND 11 OF OFFICIAL RECORDS IN SAID COUNTY RECORDER.

ALSO EXCEPT THEREFROM THAT PORTION THEREOF, INCLUDED WITHIN THE LAND DESCRIBED AS PARCEL A, IN THE GRANT DEED TO POMONA UNIFIED SCHOOL DISTRICT, RECORDED APRIL 07, 1993 AS DOCUMENT NO. 93-653577, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A:

THAT PORTION OF THE SOUTH HALF OF SECTION 1 AND THE NORTH HALF OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 9 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF DIAMOND BAR, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA,

ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF PARCEL 3 OF PARCEL MAP NO. 13350 AS PER MAP FILED IN BOOK 144 AT PAGES 12 AND 13 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 65° 33' 44" WEST; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 3, NORTH 61° 55' 24" WEST 242.81 FEET TO THE MOST EASTERLY CORNER OF SAID LAND AS DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED ON NOVEMBER 17, 1971, AS INSTRUMENT NO. 254 IN BOOK D-5259 PAGE 630 OF OFFICIAL RECORDS; THENCE ALONG THE SOUTHWESTERLY BOUNDARIES OF SAID DEED TO THE STATE OF CALIFORNIA, AS FOLLOWS:

SOUTH 80° 26' 22" WEST 357.29 FEET, NORTH 39° 50' 49" WEST 184.88 FEET; NORTH 08° 58' 26" WEST, 186.31 FEET TO THE SOUTHWESTERLY LINE OF PARCEL 1 AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 83 PAGES 62 AND 63 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG SAID LAST MENTIONED SOUTHWESTERLY LINE NORTH 61° 55' 24" WEST 2446.02 FEET; THENCE SOUTH 26° 04' 36" WEST 915.27 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1500.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15° 00' 00", AN ARC DISTANCE OF 392.70 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 120.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 78° 55' 24" WEST; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60° 00' 00", AN ARC DISTANCE OF 125.66 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 48° 55' 24" EAST 170.71 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 2500.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE 16° 02' 34", AN ARC DISTANCE OF 700.00 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1125.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 25° 02' 02" WEST; THENCE EASTERLY ALONG SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 73° 27' 26", AN ARC DISTANCE OF 1442.33 FEET; THENCE TANGENT TO SAID COMPOUND CURVE NORTH 41° 34' 36" EAST 225.00 FEET; THENCE SOUTH 61° 55' 24" EAST 70.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 100.00 FEET; THENCE EASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 60° 00' 00", AN ARC DISTANCE OF 104.72 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 75.00 FEET; A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 31° 55' 24" EAST; THENCE EASTERLY ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 78° 30' 00" AN ARC DISTANCE OF 102.76 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 350.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 46° 34' 36" EAST; THENCE SOUTHEASTERLY ALONG SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 22° 30' 00", AN ARC DISTANCE OF 137.44 FEET; THENCE TANGENT TO SAID LAST COMPOUND CURVE SOUTH 20° 55' 24" EAST 105.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO


THE NORTH AND HAVING A RADIUS OF 265.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 112° 00' 00", AN ARC DISTANCE OF 518.01 FEET; THENCE TANGENT TO LAST MENTIONED CURVE NORTH 47° 04' 36" EAST 137.02 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 200.00 FEET; THENCE EASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 67° 27' 44", AN ARC DISTANCE OF 235.49 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 65° 27' 40" EAST 38.64 FEET TO THE WESTERLY LINE OF CHINO HILLS PARKWAY (100.00 FEET WIDE) AS EXISTED ON APRIL 5, 1993, AND AS ESTABLISHED BY THE COUNTY ENGINEER OF SAN BERNARDINO; THENCE ALONG SAID CHINO HILLS PARKWAY, AS FOLLOWS:

NORTH 24° 32' 20" EAST 72.06 FEET AND NORTHERLY ALONG A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1750.00 FEET THROUGH A CENTRAL ANGLE OF 00° 06' 04", AN ARC DISTANCE OF 3.09 FEET TO THE POINT OF BEGINNING.

AND ALSO EXCEPT THEREFROM THAT PORTION THEREOF, INCLUDED WITHIN THE LAND DESCRIBED AS PARCEL RW-1, CHINO HILLS PARKWAY RIGHT-OF-WAY, BY FINAL ORDER AND JUDGMENT IN CONDEMNATION, RECORDED AUGUST 25, 1995, INSTRUMENT NO. 95-1398248, OFFICIAL RECORDS.

APN: 8701-021-271, 8701-022-270 and 8701-022-273



VLADISLAV SKREJEV, PLS 8363
CNC Engineering
Job No. MP 12-03#3 Legal No.899
Checked by  August 30, 2016



LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF CHINO HILLS, COUNTY OF SAN BERNARDINO,
STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

THOSE PORTIONS OF SECTIONS 14 AND 23, IN GOVERNMENT LOT 38, TOWNSHIP 2 SOUTH, RANGE 9 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE RANCHO SANTA ANA DEL CHINO, IN THE CITY OF CHINO HILLS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP FILED IN RECORD OF SURVEY RECORDED IN BOOK 3, PAGE 72, RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTHEASTERLY OF THE SAID RANCHO LINE BETWEEN STATIONS 13 AND 14, AS SHOWN ON SAID MAP.

EXCEPT THEREFROM THAT PORTION CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, BY DEED RECORDED MARCH 07, 1975, IN BOOK 8630, PAGE 104, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF SAN BERNARDINO, BY FINAL ORDER OF CONDEMNATION, RECORDED JUNE 07, 1988, INSTRUMENT NO. 88-180373, OFFICIAL RECORDS.

PARCEL NO. 2:

THE WEST 1/2 OF SECTION 13; THE WEST 1/2 OF SECTION 24; THE NORTHWEST 1/4 OF SECTION 25 AND THE NORTH 1/2 OF SECTION 26, ALL IN GOVERNMENT LOT 38, TOWNSHIP 2 SOUTH, RANGE 9 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE RANCHO SANTA ANA DEL CHINO, IN THE CITY OF CHINO HILLS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP FILED IN THE RECORD OF SURVEYS, RECORDED IN BOOK 3, PAGE 72, RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

EXCEPT THEREFROM THAT PORTION CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, BY DEED RECORDED MARCH 07, 1975, IN BOOK 8630, PAGE 83, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, BY DEED RECORDED MARCH 07, 1975, IN BOOK 8630, PAGE 92, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, BY DEED RECORDED MARCH 07, 1975, IN BOOK 8630, PAGE 104, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF
SAN BERNARDINO, BY FINAL ORDER OF CONDEMNATION, RECORDED JUNE 07,
1988, INSTRUMENT NO. 88-180373, OFFICIAL RECORDS.

APN: 1000-011-19, 20, 21 and 22, 1000-021-13 and 14; 1000-031-14 and 15



VLADISLAV SKREJEV, PLS 8363
CNC Engineering
Job No. MP 12-03#3 Legal No.900
Checked by: *gm* August 30, 2016



EXHIBIT E

LIST OF ENVIRONMENTAL REPORTS

EXHIBIT F
TITLE POLICY

ATTACHMENT "A"

RESOLUTION NO. OB 2017-05

A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY, THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF INDUSTRY, APPROVING THE SALE AND DISPOSITION OF CERTAIN REAL PROPERTY COMMONLY KNOWN AS TRES HERMANOS RANCH IDENTIFIED ON THE LONG-RANGE PROPERTY MANAGEMENT PLAN AS PROPERTY NO. 68

WHEREAS, the Successor Agency to the Industry Urban-Development Agency was formed in accordance with California Health and Safety Code Section 34173 (“Successor Agency”); and

WHEREAS, the Oversight Board (“Oversight Board”) of the Successor Agency was established pursuant to California Health and Safety Code Section 34179; and

WHEREAS, the Successor Agency must dispose of assets and properties of the former redevelopment agency as directed by the Oversight Board pursuant to California Health and Safety Code Section 34177(e); and

WHEREAS, the Oversight Board must direct the Successor Agency to dispose of all assets and properties of the former redevelopment agency pursuant to California Health and Safety Code Section 34181(a); and

WHEREAS, the Successor Agency is not permitted to dispose of any real property assets of the former redevelopment agency, except governmental use assets, until the Department of Finance (“DOF”) approves the Successor Agency’s long-range property management plan (“LRPMP”) pursuant to California Health and Safety Code Section 34191.3; and

WHEREAS, on February 21, 2014, the DOF issued an approval notice approving the Successor Agency’s LRPMP (“Determination Letter”); and

WHEREAS, upon receiving DOF approval of the LRPMP, the LRPMP governs and supersedes all other provisions relating to the disposition and use of real property assets of the former redevelopment agency pursuant to California Health and Safety Code Section 34191.3; and

WHEREAS, the Successor Agency owns certain real property consisting of approximately 2,450-acres and commonly known as Tres Hermanos Ranch, which property is partially located in the City of Chino Hills and in the City of Diamond Bar, and identified on the LRPMP as Property No. 68 as a “for sale” property (the “Property”); and

WHEREAS, the Successor Agency intends to sell the Property to the City of Industry (“Purchaser”) for a purchase price of \$41,650,000.00, which represents an amount less than current value of the Property due to the Property being subject to a restrictive covenant that specifically limits the use of the Property to open space, public use, or preservation. The reduced purchase

price is equal to the value determined by an appraisal report dated February 2, 2016, prepared by R.P. Laurain & Associates; and

WHEREAS, pursuant to California Health and Safety Code Sections 34177(e) and 34181(a), the disposition of the Property must be completed expeditiously and in a manner aimed at maximizing value; and

WHEREAS, the sale of the Property by Successor Agency to the Purchaser in accordance with the terms of a Purchase and Sale Agreement and Joint Escrow Instructions (the "Purchase Agreement"), a copy of which has been made available to the Oversight Board for inspection and is attached hereto as Exhibit A; and

WHEREAS, the Oversight Board has determined that the approval of the sale and disposition of the Property pursuant to the Purchase Agreement, which shall be amended, together with the grant deed, to include a restrictive covenant that specifically restricts the use of the Property for open space, public use, or preservation use, is consistent with the terms of the approved LRPMP under Health and Safety Code Section 34181(a) and 34191.3, and is consistent with the obligation of the Successor Agency to wind down the affairs of the former redevelopment agency in accordance with California Health and Safety Code Section 34177(h); and

WHEREAS, California Health and Safety Code Section 34179(e) requires the Oversight Board to adopt resolutions for any action taken by the Oversight Board.

NOW, THEREFORE, BE IT RESOLVED by the Oversight Board as follows:

Section 1. Approval of Purchase Agreement; Disposition of the Property. The Oversight Board hereby approves the sale and disposition of the Property in accordance with the terms of the Purchase Agreement, which approval is expressly conditioned on and subject to an amendment to the Purchase Agreement and the underlying grant deed, to include a restrictive covenant that specifically restricts the use of the Property for open space, public use, or preservation use. The Oversight Board further directs the Successor Agency staff to take such action necessary to amend or revise the Purchase Agreement and grant deed to reflect the restrictive covenant affecting the Property as approved by the Oversight Board.

Section 2. Authorization of Successor Agency. Upon approval of this resolution ("Resolution") by the California Department of Finance, the Oversight Board authorizes and directs the Executive Director and/or Assistant Secretary of the Successor Agency, jointly and severally, to execute and deliver the Purchase Agreement, in substantially the form made available to the Oversight Board for inspection, and any and all other documents which they may deem necessary or advisable in order to effectuate the approval of the Resolution.


Section 3. Delivery to the California Department of Finance. The Oversight Board hereby authorizes and directs the Secretary of the Oversight Board to electronically deliver a copy of this Resolution to the California Department of Finance in accordance with California Health and Safety Code Section 34179(h).


Section 4. Other Actions. The Oversight Board hereby authorizes and directs the Chairman, Vice Chairman and/or Secretary of the Oversight Board, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to effectuate the purposes of this Resolution, and such actions previously taken by such officers are hereby ratified and confirmed.

Section 5. Effect. This Resolution shall take effect in accordance with California Health and Safety Code Section 34179(h).

PASSED, APPROVED AND ADOPTED by the Oversight Board at a duly noticed meeting of the Oversight Board held on August 24, 2017, by the following vote:

Ayes: Board Member Chen, Congressman Torres, Board Member Duarte, and Board Member Philips
Noes: Board Member DeKnicker, Vice Chairman Gregoryk, and Chairman Kreimann
Absent: None
Abstain: None

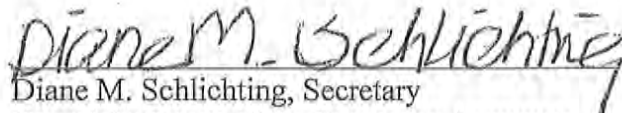
By: 
Santos H. Kreimann, Chairman
Oversight Board of the Successor Agency to the
Industry Urban-Development Agency

ATTEST:

Diane M. Schlichting, Secretary
Oversight Board of the Successor Agency to the
Industry Urban-Development Agency

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF INDUSTRY)
SECRETARY'S CERTIFICATION RE: ADOPTION
OF OVERSIGHT BOARD OF THE SUCCESSOR
AGENCY TO THE INDUSTRY URBAN-
DEVELOPMENT AGENCY RESOLUTION

I, Diane M. Schlichting, Secretary to the Oversight Board of the Successor Agency to the Industry Urban-Development Agency, do hereby certify that the foregoing Resolution No. OB 2017-05 was duly passed and adopted at a duly noticed special meeting of the Oversight Board of the Successor Agency to the Industry Urban-Development Agency on August 24, 2017, by the following vote, to wit:

AYES:	BOARD MEMBERS:	Chen, Torres, Duarte, Philips
NOES:	BOARD MEMBERS:	DeKnicker, VC/Gregoryk, C/Kreimann
ABSENT:	BOARD MEMBERS:	None
ABSTAIN:	BOARD MEMBERS:	None


Diane M. Schlichting, Secretary
Oversight Board of the Successor Agency to
the Industry Urban-Development Agency

CITY COUNCIL

ITEM NO. 6.2



MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Paul J. Philips, City Manager *Paul J. Philips*

STAFF: Susan Paragas, Director of Finance/Acting City Treasurer *SP*

DATE: September 28, 2017

SUBJECT: Approval of Proposition A Assignment Agreement and Expenditure Budget from the General Fund and Revenue Budget from Prop A Funds

BACKGROUND

Proposition A ("Prop A") requires that its funds be used exclusively to benefit public transit and transportation projects. Prop A guidelines allow for the exchange of unobligated Prop A transportation funds to be given, loaned, or traded to other jurisdiction in exchange for general or other funds.

DISCUSSION

The City is constructing transportation capital improvements which have been approved by the Los Angeles Metropolitan Transportation Authority ("Metro") for the use of Prop A Local Return monies. Given the limited amount of the City's Prop A Local Return allocation which is distributed on a per capita basis, the City desires to use a portion of the City of La Verne's ("La Verne") uncommitted Prop A allocation for the capital improvement projects in City of Industry and any other Metro approved projects.

La Verne proposes to exchange \$275,000 of their Prop A funds with the City of Industry's General fund at an exchange rate of \$0.72 per Prop A dollars.

FISCAL IMPACT:

The Prop A exchange will result in a reduction of \$198,000 in the City's General Fund. However, the City's Prop A funds will increase by \$275,000.

RECOMMENDED ACTION:

Staff recommends the City Council:

- a) Approve Prop A Funds exchange with the City of La Verne; and
- b) Appropriate \$198,000 from the General Fund expenditure account number 100-985-9799 (General Fund-Prop A Exchange Expense) and increase budgeted revenues in Prop A Funds, account number 103-200-4411 (Prop A Exchange-Revenue).

ATTACHMENT:

Proposition A Assignment Agreement

PROPOSITION A ASSIGNMENT AGREEMENT

This Proposition A Assignment Agreement ("Agreement") is made and entered into this 2nd day of October 2017 ("Effective Date"), by and between the City of La Verne, a California municipal corporation ("La Verne"), and the City of Industry, a California municipal corporation ("Industry"). La Verne and Industry are hereinafter collectively referred to as the "Parties" and individually as "Party".

RECITALS

WHEREAS, Proposition A Local Return monies ("Prop A Funds") require funds to be used exclusively to benefit public transit. The Los Angeles County Metropolitan Transportation Authority ("Metro") allows for the exchange of unobligated Prop A Funds for general or other funds; and

WHEREAS, Industry will be constructing capital improvements which have been approved by Metro for the use of Prop A Funds. On June 13, 2013, Metro approved the use of \$3,500,000.00 for the Fullerton Road Grade Separation at Gale Avenue ("Fullerton Grade Separation Project"). Given the limited amount of Industry's Local Return allocation, Industry desires to use a portion of La Verne's uncommitted Prop A allocation for the above projects and any other Metro approved projects; and

WHEREAS, Metro has already approved the Fullerton Grade Separation Project; and

WHEREAS, La Verne has uncommitted Proposition A Funds which may be made available to Industry to assist in providing funding for the Fullerton Grade Separation Project. In exchange for the assignment by Industry of the amount of its general funds indicated in Section 1 below, La Verne is willing to assign uncommitted Proposition A Funds to Industry for the Fullerton Grade Separation Project.

Now, therefore, in consideration of the mutual benefits to be derived by the Parties and of the promises herein contained, the Parties mutually agree as follows:

1. Exchange. La Verne agrees to assign \$275,000.00 of its Fiscal Year 2017-18 Proposition A Funds to Industry. In return, Industry agrees to assign \$198,000 in general funds to the La Verne for an average rate of \$0.72 in Industry General Funds for each \$1.00 of La Verne Prop A Funds.
2. Consideration. La Verne shall assign the \$275,000.00 of Prop A Funds to the Industry in one lump sum payment. Industry shall pay to La Verne the sum of \$198,000.00 in one lump sum payment. The lump sum payments shall be due and payable within ten (10) days of the Effective Date of this Agreement.
3. Term. This Agreement shall commence on the Effective Date and shall remain and continue in effect until the payments set forth herein are completed, unless sooner terminated pursuant to the provisions of this Agreement.

4. Termination. Termination of this Agreement may be made by either Party, prior to the first payment being made by either Party. Said notice of termination shall be made in writing.
5. Notices. Notices shall be given pursuant to this Agreement by personal service on the Party to be notified, or by written notice upon such Party deposited in the custody of the United States Postal Service addressed as follows:
 - a. City Clerk
City of La Verne
3660 "D" Street
La Verne, CA 91750
 - b. City Clerk
City of Industry
15625 East Stafford Street
City of Industry, CA 91744-0366

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

6. Assurances.
 - a. Industry shall use the assigned Prop A Funds only for the purpose of providing the Fullerton Grade Separation Project or any other Metro approved project, and within the time limits and eligibility requirements specified in Metro's Proposition A Local Return Program Guidelines.
 - b. La Verne is providing Prop A Funds only and does not assume any responsibility or obligation for the Fullerton Grade Separation Project or any other project undertaken by Industry.
7. Indemnification. Each Party shall indemnify, defend, and hold harmless each other PARTY, including its elected and appointed officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney's and expert witness fees), arising from or connected with the respective acts of each Party arising from or related to this Agreement; provided, however, that no Party shall indemnify another Party for that Party's own negligence or willful misconduct.
8. Assignment. The rights and obligations of the Parties under this Agreement may not be assigned or transferred without the prior written consent of the other party or Parties, which consent may be withheld in such party's

reasonable discretion due to the unique, personal rights and obligations under this Agreement.

9. Governing Law/Attorneys' Fees. The Parties 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 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 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. Waiver. The waiver by La Verne or Industry 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 La Verne or Industry unless in writing.

15. 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.
16. Authority to Execute This Agreement. The person or persons executing this Agreement represent and warrant that he/she has the authority to execute this Agreement on behalf of his/her respective party, and has the authority to bind his/her respective party to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment Agreement to be executed by their respective officers, duly authorized, as of the Effective Date.

CITY OF INDUSTRY

CITY OF LA VERNE

By: _____
Mark D. Radecki, Mayor

By: _____
Don Kendrick, Mayor

Attest:

Attest:

Diane M. Schlichting, Chief Deputy City Clerk

Lupe Estrella, Assistant City Clerk

Approved as to Form:

Approved as to Form:

James M. Casso, City Attorney

Robert Kress, City Attorney

CITY COUNCIL

ITEM NO. 6.3



MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Paul J. Philips, City Manager *Paul J. Philips*

STAFF: James M. Casso, City Attorney

DATE: September 28, 2017

SUBJECT: CONSIDERATION OF AMENDMENT NO. 1 TO THE SERVICE AGREEMENT WITH ADVANCED DISCOVERY FOR DOCUMENT MANAGEMENT SERVICES

Background:

In July 2015, the City entered into an agreement with Advanced Discovery, Inc. for document management services. The services included document collection, storage and electronic discovery services.

Discussion:

In response to various complex document requests, it is necessary to revise the scope of services to allow for additional document collection from the City's email server, the exporting of the documents to the City's database, and to perform basic searches of the documents.

Fiscal Impact:

None. The City allocated \$100,000 in the FY 2017-18 budget, the amendment is within the budgeted amount.

Recommendation:

It is recommended that the City Council: (1) Approve the first amendment to the agreement with Advanced Discovery; and (2) authorize the City Manager to execute the amendment on behalf of the City.

Exhibit:

Attachment "A": Memorandum of Understanding

**AMENDMENT NO. 1
TO SERVICE AGREEMENT**

This Amendment No. 1 to the Service Agreement ("Agreement"), is made and entered into this 28th day of September, 2017, ("Effective Date") by and between the City of Industry, a California municipal corporation ("Client") and Advanced Discovery, Inc., a Delaware corporation ("Advanced Discovery"). The Client and Advanced Discovery are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, in July 2015, the Parties entered into the Agreement to provide document collection, storage, and eDiscovery services to Client; and

WHEREAS, the Parties desire to amend the Agreement to add additional services, including document review and production; and

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

AMENDMENT

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

Scope of Work:

The Scope of Work is hereby amended to include the following:

Data collection from Client's email exchange server for 17 custodian sources

Perform Boolean searches per Client's requested searches on custodian emails

Export search results emails to the Client's Relativity database for Client review

Assist in document review and production, which shall include Bates numbering and confidentiality designation

Pricing:

The Pricing shall be revised to include the following additional charges:

Cost Estimate - Fixed Price For Onsite Data Collection, Data Filtering and Export
\$2,100.

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

"CLIENT"
City of Industry

"ADVANCED DISCOVERY"
Advanced Discovery, Inc.

By: _____
Paul J. Philips, City Manager

By: Bryan Duberow
Bryan Duberow, Sales Director

Attest:

By: _____
Diane M. Schlichting, Chief Deputy City Clerk

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

CITY COUNCIL

ITEM NO. 6.4



CITY OF INDUSTRY

Incorporated June 18, 1957

MEMORANDUM

To: Honorable Mayor Radecki and Members of the City Council

From: Paul J. Philips, City Manager *Paul J. Philips*

Staff: Alex Gonzalez, Director of Development Services and Administration *AG*
Kristen Weger, Management Analyst III

Date: September 28, 2017

SUBJECT: Consideration of Amendment No. 2 to the Professional Services Agreement with Cartegraph Systems, Inc., for Work Order Geographic Information System Software

Background:

On February 11, 2016, the City Council approved a Professional Services Agreement with Cartegraph Systems, Inc., ("Cartegraph") to provide work order geographic information system ("GIS") software to track the City's field operations and City assets.

On June 9, 2016, the City Council approved Amendment No. 1 to the Professional Services Agreement ("Agreement") with Cartegraph to provide additional data collection to comply with best practices which included extraction and asset module services for the following assets: sign, support, sidewalk, ADA ramp, median, landscape, trees, parcel, water, bus stop and pavement inspection.

Discussion:

City staff is requesting consideration of Amendment No. 2 to the Professional Services Agreement as the City has hired additional contractors and City staff over the past year which require access to the Cartegraph system. The amendment would allow for fifty additional user licenses to accommodate the additional staffing, training for contractors and City staff performing field and maintenance services, and eleven (11) additional asset types to include transformer, switch, capacitor, vault, manhole, pullbox, surface operable enclosure, substation, pad, slab box and Wholesale Distribution Access Tariff ("WDAT").

Fiscal Impact:

Appropriate \$38,933.28 to General Fund – Central Services – Computer Supplies and Services (Account No. 100-507-5695.01) for Amendment No. 2 to the Professional Services Agreement.

Recommendation:

- 1.) Staff recommends that City Council approve Amendment No. 2 to the Cartegraph Agreement; and
- 2.) Appropriate \$38,933.28 to General Fund – Central Services – Computer Supplies and Services (Account No. 100-507-5695.01).

Exhibits:

- A. Amendment No. 2 to the Professional Services Agreement with Cartegraph Systems, Inc., dated September 28, 2017
 - B. Amendment No. 1 to the Professional Services Agreement with Cartegraph Systems, Inc., dated June 9, 2016
 - C. Professional Services Agreement with Cartegraph Systems, Inc., dated March 18, 2016
-

PJP/AG:yp

EXHIBIT A

Amendment No. 2 to the Professional Services Agreement with Cartegraph Systems, Inc., dated September 28, 2017

[Attached]

**AMENDMENT NO. 2
TO THE CARTEGRAPH SYSTEMS, INC., PROFESSIONAL SERVICES
AGREEMENT**

This Amendment No. 2 to the Cartegraph Systems, Inc., Professional Services Agreement ("Agreement"), is made and entered into this 28th day of September, 2017, by and between the City of Industry, a California municipal corporation ("City") and Cartegraph Systems, Inc., an Iowa corporation ("Cartegraph"). The City and Cartegraph are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, in or about March 2016, the Agreement was entered into and executed between the City and Cartegraph to provide work order geographic information system software; and

WHEREAS, in or about June 2016, Amendment No. 1 to the Agreement was entered into and executed between the City and Cartegraph in order to comply with best practices to include asset module services for sign, support, sidewalk, ADA ramp, median, landscape, trees, parcel, water, bus stop and pavement inspection in the Agreement; and

WHEREAS, the City has hired additional contractors and City staff over the past year which require access to the Cartegraph system; and

WHEREAS, the City would like to increase the number of Cartegraph user licenses to accommodate the additional staffing; and

WHEREAS, the City desires to offer training to contractors and City staff performing field and maintenance services so that they can use the Cartegraph software; and

WHEREAS, the City would like to offer two (2) day training bi-annually for contractors and City staff so they can learn how to report inspections including the maintenance, repair and replacement of City assets and infrastructure; and

WHEREAS, the City would like to include four (4) hours of remote training as requested to assist the administrator with the maintenance of the Cartegraph software;

WHEREAS, the City would like to add installation and training on the following eleven (11) asset types: transformer, switch, capacitor, vault, manhole, pullbox, surface operable enclosure, substation, pad, slab box and Wholesale Distribution Access Tariff ("WDAT");

WHEREAS, Cartegraph will provide up to five (5) field configurations for each of the eleven (11) asset types;

WHEREAS, in order to cover the costs of the additional services set forth above, it is necessary to increase the compensation by Thirty-Eight Thousand Nine Hundred Thirty-Three Dollars Twenty-Eight Cents \$38,933.28, and to revise the Rate Schedule to include the additional services; and

WHEREAS, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 2, as set forth below.

AMENDMENT

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

Section 4. Payment

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

This total amount shall not exceed Three Hundred Ninety Thousand Three Hundred Seventy-Four Dollars (\$390,374.00) for the total Term of the Agreement including any additional requested training or conversion services, unless additional payment is approved as provided in this Agreement.

Exhibit A Scope of Services

The Scope of Services shall be amended to include the information set forth in Attachment 1, attached hereto and incorporated herein by reference.

Exhibit B Rate Schedule

The Rate Schedule shall be amended as follows:

	Purchase Type	Citizen/Qty.	Unit Price	Total Price
YEAR 1				
FIELD SERVICES				
Implementation Services	Fixed Fee Service	1	\$900.00	\$900.00
YEAR 2				
ADDITIONAL SOFTWARE PRODUCTS				
Cartegraph OMS Users	User Pack Subscription – 100 Named Users, 7/17/2017 – 3/21/2018 (8 months pro-rated)	1	\$5,333.28	\$5,333.28
FIELD SERVICES				
Implementation Services	Fixed Fee Service	1	\$24,400.00	\$24,400.00

YEAR 3				
SOFTWARE PRODUCTS				
Cartegraph OMS Users	User Pack Subscription – 100 Named Users	1	\$17,500.00	\$17,500.00
TOTAL COST				\$48,133.28

The Payment Terms and Conditions set forth in the Rate Schedule shall be amended to include the following:

Software & Field Services Invoicing: Invoicing for the Software & Field Services fee shall occur upon the acceptance of this Purchase Agreement and shall be invoiced as follows:

- a. **Installment 1 due upon commencement** – which includes Implementation Services of \$900.00, Cartegraph OMS User Pack Subscription of \$5,333.28, and Implementation Services of \$24,400.00 for a total amount due of \$30,633.28.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 to the Agreement as of the Effective Date.

“CITY”
City of Industry

“CONSULTANT”
Cartegraph Systems, Inc.

By: _____
Paul J. Philips, City Manager

By:  _____
Ben Murray, CFO

Attest:

By: _____
Diane M. Schlichting, Chief Deputy City Clerk

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

Attachment 1

SCOPE OF WORK

The scope of work includes the following professional services:

Training

- Cartegraph will provide train-the-trainer training on OMS Asset functionality as it relates to the assets referenced within the Asset section of the scope. Training topics include:
 - Asset Details
 - Inspections
 - Linked assets (if applicable)
 - Container/Component Relationships (if applicable)
 - Cartegraph recommended best practices for Asset Management

To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope.

Extended Support

- Cartegraph will provide the following services on a bi-annual basis for one year:
 - A remote requirement gathering workshop, up to four (4) hours, to increase our understanding of your business and functional goals. Through workshops and/or interviews, we will identify needs and/or goals to address for the bi-annual event.
 - A two-day (2-day) onsite event for post-production system development. The agenda will be defined, and agreed upon, by both your and Cartegraph's project managers. Topics may include any of the following:
 - Project or implementation consulting
 - System configuration for your current products
 - Training

Assets

Asset implementation includes the following professional services:

- Cartegraph will provide installation and training on the following eleven (11) asset types:
 - Electrical (11)
 - Transformer; Switch; Capacitor; Vault; Manhole; Pullbox; Surface Operable Enclosure; Substation; Pad; Slab Box; WDAT
- Cartegraph will provide up to five (5) field configurations for each asset type listed above.

Cartegraph will provide all services remotely via audio, video, and web conferences unless otherwise noted.

EXHIBIT B

Amendment No. 1 to the Professional Services Agreement with Cartegraph Systems,
Inc., dated June 9, 2016

[Attached]

**AMENDMENT NO. 1
TO THE CARTEGRAPH SYSTEMS, INC., PROFESSIONAL SERVICES
AGREEMENT**

This Amendment No. 1 to the Cartegraph Systems, Inc., Professional Services Agreement (“Agreement”), is made and entered into this 9th day of June, 2016, by and between the City of Industry, a California municipal corporation (“City”) and Cartegraph Systems, Inc., an Iowa corporation (“Cartegraph”). The City and Cartegraph are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, in or about March 2016, the Agreement was entered into and executed between the City and Cartegraph Systems, Inc., (“Cartegraph”) to provide work order geographic information system software; and

WHEREAS, the City is in the process of obtaining insurance through the California Joint Powers Insurance Authority (“JPIA”), and as part of that process, JPIA conducted a risk management evaluation of the City; and

WHEREAS, JPIA released its Draft Initial Risk Management Evaluation on April 18, 2016; and

WHEREAS, the JPIA noted specific Action Item no. 2016-028 requiring that the City develop a formal ADA Transition Plan outlining the steps necessary to complete structural changes to facilities to achieve required accessibility; and

WHEREAS, the JPIA noted specific Action Item no. 2016-033 requiring that the City develop and implement a Tree Inspection and Maintenance Program; and

WHEREAS, the JPIA noted specific Action Item no. 2016-034 requiring that the City develop and implement formal inspection and repair standards to guide the inspection and maintenance of sidewalks and related infrastructure features; and

WHEREAS, the JPIA noted specific Action Item no. 2016-035 requiring that the City develop and implement a formal program for periodic inspection, repair and replacement of sidewalks in order to better manage the overall sidewalk maintenance program; and

WHEREAS, the JPIA noted specific Action Item no. 2016-036 requiring that the City annually inspect streets, traffic control devices, and sidewalks in an effort towards risk reduction; and

WHEREAS, Cartegraph submitted a proposal to provide data collection, extraction and asset module services for the following assets: sign, support, sidewalk, ADA ramp, median, landscape, trees, parcel, water, bus stop and pavement inspection; and

WHEREAS, Cartegraph’s data collection will support staff in developing and implementing a formal inspection programs to maintain, repair and replace City assets and

infrastructure, and

WHEREAS, in order to comply with JPIA's requirements and best practices, the City desires to amend its agreement with Cartegraph to include asset module services for sign, support, sidewalk, ADA ramp, median, landscape, trees, parcel, water, bus stop and pavement inspection; and

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

AMENDMENT

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

Section 4. Payment

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

This total amount shall not exceed Three Hundred Forty-Two Thousand Two Hundred Forty Dollars (\$342,240.00) for the total Term of the Agreement including any additional requested training or conversion services, unless additional payment is approved as provided in this Agreement.

Exhibit A Scope of Services

The Scope of Services shall be amended to include the information set forth in Attachment 1, attached hereto and incorporated herein by reference.

Exhibit B Rate Schedule

The Rate Schedule shall be amended as follows:

	Purchase Type	Qty.	Unit Price	Total Price
YEAR 1				
SOFTWARE PRODUCTS				
360 Imagery	Imagery	1	\$2,000.00	\$2,000.00
DATA SERVICES				
Data Services	Fixed Fee Service	1	\$174,100.00	\$174,100.00
FIELD SERVICES				
Implementation Services	Fixed Fee Service	1	\$33,900.00	\$33,900.00

The Payment Terms and Conditions set forth in the Rate Schedule shall be amended to include the following:

Data Services Invoicing: Invoicing for the Data Services fee shall occur upon the acceptance of

this Purchase Agreement and shall be invoiced as follows:

- a. **Installment 1 due upon commencement of pavement and/or street level mapping services-** 100% of General Data Collection Services and 50% of pavement and/or street level mapping services, \$47,900.00.
- b. **Installment 2 due upon field completion of pavement and/or street level mapping services - 40% of** pavement / street level mapping services, \$31,120.00.
- c. **Installment 3 due upon completion of all GIS Asset Inventory / Inspection Services - 100% of GIS** Asset Inventory / Inspection Services, \$87,300.00.
- d. **Installment 4 due upon final delivery of data - 10%** pavement and/or street level mapping services, \$7,780.00.

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

"CITY"
City of Industry

By: Paul J. Phillips
Paul Phillips, City Manager

"CONSULTANT"
Cartegraph Systems, Inc.

By: Randy L Skemp
Randy Skemp,
Executive Vice President/CRO

Attest:

By: Cecelia Dunlap
Cecelia Dunlap, Deputy City Clerk

APPROVED AS TO FORM

By: James M. Casso
James M. Casso, City Attorney

ATTACHMENT 1

Cartegraph Systems, Inc.

Field Services (Fee for Service)

The Fee for Field Service Implementation Services as listed in the *Investment Summary* of the Purchase Agreement are specific Cartegraph services which will be delivered to the Customer based on the descriptions below and any descriptions that may be found in the Purchase Agreement's Exhibits. Cartegraph will coordinate with the Customer on service delivery expectations and timeframes. This is an addendum to Customer's Master Agreement #MA185.

Cartegraph OMS – Implementation Scope of Work

Implementation of the Operations Management System (OMS) includes the following professional services:

Setup

- Cartegraph will setup the Asset Management area of the software for the asset types listed in the Assets section below.

Training

- Asset Management:
 - Asset Details
 - Inspections
 - Linked assets (if applicable)
 - Container/Component Relationships (if applicable)
 - Cartegraph recommended best practices for Asset Management

To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope.

- Cartegraph will provide up to four (4) remote web conferences (not to exceed 8 hours total) to be utilized for Training and Support. The agenda for each web conference will be defined, and agreed upon, by both your and Cartegraph's project managers. Topics may include any of the following:
 - Training on existing implementation of OMS
 - Review and training related to collected data
 - Field, Layout, and Report configuration guidance, if applicable

Assets

Asset implementation includes the following professional services:

- Cartegraph will provide installation and training on the following nine (9) asset types:
 - Water (4)
 - Water Hydrant, Water Main, Water Meter, and Water Valve
 - Other (5)
 - Tree, Parcel, ADA Ramp, Bus Stop, Landscape Area, and Median
- Cartegraph will provide up to ten (10) field configurations for each asset type listed above.

Cartegraph Systems, Inc.

Data Services (Fee for Service)

The Fee for Service Data Services as listed in the *Investment Summary* of the Purchase Agreement are specific Cartegraph services which will be delivered to the Customer based on the descriptions below and any descriptions that may be found in the Purchase Agreement's Exhibits. Cartegraph will coordinate with the Customer on service delivery expectations and timeframes. This is an addendum to Customer's Master Agreement #MA185.

Cartegraph Data Collection Services – Scope of Work

Cartegraph Data Collection Services include the following:

Project Initiation, Planning, and Management

Project Orientation

The Cartegraph project manager will schedule a remote project orientation meeting with the customer project team. During this meeting the entire project team will review the proposed project work plan, including scope of work, budget, schedule, and deliverables. The meeting will include:

- Introduction of the project team and their respective responsibilities
- Review the scope of work
- Review the work plan and schedule including milestone dates for data review, delivery, and acceptance
- Review the proposed Quality Management Plan (QMP) and expectations
- Information Exchange – (gathering history, background, levels of service measures, decision making framework, and review/discuss all available information and data)
- Identification of the Customer's best practices on pavement/asset management. This component will provide an understanding of project success for both the Customer and Cartegraph team.
- Follow up documentation summarizing discussions and decisions. This may include meeting minutes, final work plan deliverables, and mutually agreed upon adjustments to scope and delivery timelines.

Regular Progress Updates

These monthly or bi-weekly updates will summarize and provide a status of the project progress. The progress updates may include the following:

- Survey Schedule and percentage (%) complete of the project
- Details of validation surveys completed during recent week including upcoming field schedules
- Major issues faced on field operation, and accidents or incidents that occurred, health and safety issues and traffic management and remedial measures taken to resolve these issues
- Quality control and assurance practices
- Data validation / control / acceptance measures

Executive Summary Report

The executive summary report will include a brief overview of the project activities, statistical outputs and achievements, delivery results, and any future recommendations for distributing to wider audience such as senior management or the general public.

Pavement Collection

Development and Implementation

Roadway Network Inventory - Build/Define Roadway Database

The first step in a roadway management process is definition of the roadway network. A roadway network is comprised of an inventory of the different physical characteristics of the roadways being managed by the agency. This inventory may either be gathered by estimating the data or physically collecting the required information. The exact type of inventory information required by an agency depends on what data will be used by the agency to support its management decisions.

During the process of building the roadway network the inventory properties are broken into management sections, typically "block to block" and will contain (but not limited to) the items listed in the table below. The Responsible Party field identifies the party responsible (Cartegraph or Customer) for providing and populating the information.

Name	Roadway Network Item Description	Responsible Party
OBJECTID (GIS ID)	Cartegraph generated unique record number from customer provided GIS	Cartegraph
Cartegraph ID	Cartegraph generated unique Roadway ID for each roadway section record. Note: This ID will be used to link all associated roadway section related tables	Cartegraph
Street	Roadway section street name - Cartegraph generated from GIS roadway centerline provided	Cartegraph
Street Back	Cartegraph generated route back street name limit from GIS street centerline provided	Cartegraph
Street Ahead	Cartegraph generated route ahead street name limit from GIS street centerline provided	Cartegraph
Functional Classification	Roadway Traffic Functional Classification - customer desired input i.e. Arterial, Collector, Local.	Customer
Pavement Type	Pavement Surface Type - gathered from Cartegraph field data collection	Cartegraph
Section Length	Roadway Section Length will be gathered from Cartegraph field data collection and/or customer's GIS street centerline file.	Cartegraph
Pavement Width	Cartegraph will collect or populate this item as part of the Pavement Width Survey service listed below.	Cartegraph
Average Daily Traffic	Annual daily traffic - customer desired input - "if available"	Customer
Last Construction Date	Customer required input.	Customer
Owner Jurisdiction	Customer desired input "i.e. State, County, City, Private - if available"	Customer

Task Assumptions:

- a) Customer must provide GIS street centerline identifying the roads network to be inventoried.

Pavement Width Survey

In order to determine overall pavement area, at minimum, length and width of a particular roadway section is required. Cartegraph can obtain length from the GIS street centerline or from equipment during field surveys. However, the width of each roadway section must be conducted under a separate survey. Under this task the Cartegraph team will measure the average roadway width for every management section (to the nearest whole foot).

Task Assumptions:

- a) Measurement conducted (in feet) from pavement edge to pavement edge
- b) Average measurement for entire section (to the nearest foot)

GIS Link

Cartegraph will provide a 1-to-1 relationship (GIS link) between an Esri geodatabase or Shapefile and the agency's roadway management database.

Task Assumptions:

- a) Customer provided GIS street centerline identifying roads to be inventoried
- b) Polyline or Polygon feature class

Pavement Management Program (PMP) Pavement Condition Assessment

Pavement Surface Distress

Pavement inspection technicians will identify all required pavement distress data utilizing Cartegraph's pavement inspection guidelines, the US Department of Transportation's Federal Highway Administration (FHWA) distress rating manual FHWA-RD-03-031, as well as, the American Society for Testing and Materials; ASTM Standard D 6433 -11.

The evaluation of the pavement surface distress is always based on two components:

- **Severity** is defined as 'How bad is the defect?' in terms of the measurement or degree of wear associated with the condition.
- **Extent** refers to quantity/percentage or 'How much?' of the pavement sample area is affected by a particular distress.

The identification of pavement surface distresses to calculate the pavement condition may include:

Asphalt Concrete (AC) Rating System		
Distress Description	Measurement	Severity Rating
Patching (AC)	Area %	Condition
Corrugation & Shoving	Area %	Roughness
Weathering & Raveling	Area %	Appearance
Flushing & Bleeding	Area %	Appearance
Deformation & Distortions	Area %	Profile Deviation *
Progressive Edge Cracking	Length	Width †
Alligator Cracking	Area %	Crack Width *
Potholes (AC)	Count/Area	Width †/Depth †
Map (Block) Cracking	Area %	Crack Width *
Longitudinal Cracking	Crack length †	Crack Width *
Transverse Cracks	Crack length †	Crack Width *
Wheel Track Rutting	Area %	Rut Depth †

Portland Cement Concrete (PCC) Rating System		
Distress Description	Measurement	Severity Rating
Patching	% / Slab Count	Condition
Scaling	% / Slab Count	Surface Peeling
Polished Aggregate	% / Slab Count	Appearance
Blow-up / Buckling	% / Slab Count	Profile Deviation *
Corner/Durability Cracking	% / Slab Count	Crack Width *
Coarse Aggregate Loss	% / Slab Count	Pocked Areas
Popouts	% / Slab Count	Width †/Depth †
Joint Sealant Loss	Joints / Sample	Exposed Sealant %
Linear Cracking	Crack / Sample	Crack Width *
Punchouts	% / Slab Count	Crack Width *
Joint/Corner/Spalling	Joints / Sample	Crack Progress *
Joint Faulting/Stepping	Joints / Sample	Displacement †

Field Verification – Roadway Network

Additional information that is collected and verified during the pavement condition survey includes, length of the section, roadway surface type, number of travel lanes, and one way or divided roadways). A short report highlighting the collected data elements from the field survey will be provided to the agency team for their review. Upon authorization and validation by the agency, any corrected and/or updated values will be inserted into the final roadway network database.

Pavement Roughness Profile Survey

Pavement smoothness is a key factor in determining roadway user satisfaction. To adequately represent drivers' opinions of roadway conditions, Cartegraph uses a laser road profiling device to measure roughness or ride quality.

Cartegraph's laser roadway profiling device meets the Class 1 ASTM E 950-98 designation for measuring the longitudinal profile of traveled surfaces. The results of our Class 1 laser precision profilers produce what is called an International Roughness Index (IRI). Since its introduction in 1986, IRI has become the road roughness index most commonly used worldwide for evaluating and managing road systems and is required for data provided to the United States Department of Transportation's Federal Highway Administration (FHWA).

Pavement Management Program (PMP) Optimization & Deployment

PMP - Pavement Condition Data Load

All required pavement condition data will be loaded into the PMP by the Cartegraph team. Upon receiving the program data from Cartegraph, the customer must review all condition data supplied and issue a 'Data Acceptance Certificate' in less than 30 calendar days provided no discrepancy or issue is found with the supplied data.

PMP Overall Condition Index (OCI) Analysis

The condition of a road is based on the data collected by our automated collection vehicle and pavement inspection team. The Overall Condition Index (OCI) is derived from a combination of the Pavement Condition Distress Index (PCI/DI) (per ASTM D6433) and Ride Index (RI/ International Roughness Index per ASTM E950) collected field data. Under this task, the Cartegraph team will calculate the Overall Condition Index (OCI), Ride Index (RI) and Pavement Condition /Distress Index (PCI/DI) for each roadway section in the pavement database.

Review gaps in Cartegraph OMS Pavement data –

In order to take full advantage of the pavement management system's functionality, and in order for customer staff to have confidence in the system-generated results and recommendations, it is imperative that the program contains the most complete, accurate, and up-to-date network data available.

Cartegraph will conduct a full review of the data available within the pavement management system and provide recommendations for necessary changes.

Cartegraph's review may include the following:

- Basic inventory information, (i.e. Functional Classification, Length, Width, Area, Surface Type, etc.)
- Prediction Groups and Minimum Condition Groups
- Historical condition information, if any
- Status of survey history, if any
- Construction and maintenance history
- Review of maintenance and rehabilitation treatments, unit costs, and protocols

PMP Program Optimizing - Work Planning -

Cartegraph will assist customer staff in generating a work plan within the PMP software by utilizing the basic inventory data combined with inspection information, maintenance policies, and future maintenance predictions regarding the condition of the pavement.

The work planning optimizing exercise will help to determine:

- Which streets should I fix?
- When should I fix them?
- What treatments should I apply?
- How much will it cost?

PMP Transportation Asset Management Report

Cartegraph's project team will provide a pavement management program technical report to include:

- **Network Summary Statistics** ~ Summary of roadway network by functional class
- **Condition (Present Status)** ~ listing of every roadway section, latest performance (OCI/PCI), & inspection date.
- **Performance Prediction & Needs Analysis**

Future performance of each pavement section tested will be analyzed to determine annual pavement performance and potential service needs over the next x-year period. The needs analysis answers the questions:

- Which streets should I fix?
 - When should I fix them?
 - What treatments should I apply?
 - How much will it cost?
- **Performance Budget Scenarios**
Multiple funding scenarios may be performed to answer "what-if" questions. To determine how much funding is needed, the agencies pavement management system priority programming tools will be utilized to generate alternative pavement work plan programs for various budget stream scenarios. Our team will perform up to four (4) budget scenario runs based on input from the Customer. Typical funding scenarios include:
 - Existing (current) funding levels
 - Do Nothing (No Funding)
 - Funding levels required to maintain/ increase/ decrease the OCI/PCI over time
 - Funding levels to maintain (or decrease) backlog over time

Street Level Mapping

High Resolution 360° Spherical Imagery

Mobile data collection units will gather high-resolution 360 degree geo-referenced right-of-way (ROW) digital images. This mobile mapping system gives the ability to inventory infrastructure assets (such as signs, drainage, and curb ramps) with a high level of accuracy. These images will be provided with viewing software to allow road right-of-ways to be viewed in the office environment ("virtual field trip"), thus reducing lengthy field trips required for site investigations.

Overall Scope Assumptions

- Includes one time mobilization to City of Industry, CA
- Up to 175 centerline miles of data capture at street level of publically accessible maintained roadways.
- High resolution 360 degree spherical imagery and point cloud data capture will be provided via cloud-based software. The proposal includes viewing software and hosting services for one (1) year.
- Capture interval 10 meter
- The current scope of work includes delivery of processed imagery and asset inventory and attributes listed below.

Asset Type	Shape	Attributes *
Sign Inventory	Point	MUTCD Code, Support Type, and Spatial Location
Support Inventory	Point	Type, Spatial Location
Sidewalk Inventory	Linear	Length, Width, Type, Material, and Spatial Location
ADA Ramp Inventory	Point	Type, Class, and Spatial Location
Median Inventory	Linear	Length, Type, Material and Spatial Location
Pavement Markings Inventory	Point/Linear	MUTCD Code and Spatial Locations Linear and Point (Stenciling)
Pavement Markings Inspection	Point/Linear	Visual Day Time Inspection Method - Good, Fair, Poor (Condition will be applied to overall Marking segment)
Tree Inventory	Point	Species (Coniferous or Deciduous), Size, and Spatial Location
Bus Stop Inventory	Point	Type and Spatial Location

* Additional attributes can be collected for any asset type above. Additional attribute collection may impact effort and service cost.

Customer Responsibility

For the project, you will be responsible for appointing a dedicated project manager that will be responsible for:

- Reviewing the implementation scope of work
- All internal aspects of the project including, but not limited to, internal change management, internal documentation, staff coordination, task completion, and schedule commitment
- Ensuring all scheduled meetings are attended by invited staff
- Partnering with the Cartegraph Project Manager to ensure project success
- Providing leadership and insight on all relevant internal issues such as policy/procedure, organizational structure, project stakeholders, technical architecture, data, and current systems

Exclusions

The following service items are not included in the scope of this project:

- Implementation of any custom modification or integration developed by Cartegraph, your internal staff, or any third-party is not included in the scope of this project unless specifically listed above.
- Data conversion services from other software system(s) or sources (including Cartegraph Navigator databases) are not included in the scope of this project unless specifically listed above.
- Any service items discussed during demonstrations, conference calls, or other events are not included in the scope of this project unless specifically listed above.

EXHIBIT C

Professional Services Agreement with Cartegraph Systems, Inc.,
dated March 18, 2016

[Attached]

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of March 18, 2016 ("Effective Date"), between the City of Industry, a municipal corporation ("City/Customer") and Cartegraph Systems, Inc. an Iowa corporation ("Consultant/Cartegraph"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, City desires to engage Consultant to perform the services described herein, as attached in Exhibit A "Cartegraph Purchase Agreement: PA 275," and Consultant desires to perform such services in accordance with the terms and conditions set forth herein.

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than February 11, 2019, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

(a) Consultant shall perform the tasks ("Services") described and set forth in Exhibit A, "Cartegraph Master Agreement: #MA 185," attached hereto and incorporated herein by reference subject to the conditions set forth therein. ("Scope of Services"). Tasks other than those specifically described in the Scope of Services shall not be performed without prior written approval of the City. The Services shall be performed by Consultant, unless prior written approval is first obtained from the City. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

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

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

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

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

3. MANAGEMENT

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

4. PAYMENT

(a) The City agrees to pay Consultant annually, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, "Cartegraph Purchase Agreement: #PA 275," ("Rate Schedule"), attached hereto and incorporated herein by this reference, based upon actual time spent on the above tasks. Additional costs for staff training and hardware may be incurred at the City's request with City Manager approval, provided that the total amount does not exceed the amount approved in this Agreement. This total amount shall not exceed One Hundred and Seventy Five Thousand Dollars (\$175,000.00) for the total Term of the Agreement including any additional requested training or conversion services, unless additional payment is approved as provided in this Agreement. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit B, the terms of this Agreement shall prevail.

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

(c) Consultant shall submit invoices for services as detailed in Exhibit B "Cartegraph Purchase Agreement: #PA 275." Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

5. SUSPENSION OR TERMINATION OF AGREEMENT

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ninety (90) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City, and any termination fee set forth in Section 10.F of Exhibit A. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to the City pursuant to Section 5 of this Agreement.

6. OWNERSHIP OF DOCUMENTS

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

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

7. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

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

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

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

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

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

10. LEGAL RESPONSIBILITIES

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

11. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential

financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

14. NOTICES

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

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

Attention: City Manager

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

To Consultant: Cartegraph Systems, Inc.
Randy L. Skemp, Executive Vice President/CRO
3600 Digital Drive
Dubuque, Iowa 52003

15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Los Angeles County, California. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to the Services provided by Consultant under this Agreement, the prevailing party shall be entitled to reasonable

attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled.

17. ENTIRE AGREEMENT

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

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

Each right, power and remedy provided for herein or now or hereafter existing at

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

"CITY"
City of Industry

"CONSULTANT"
Cartegraph Systems, Inc.

By: Paul J. Philips
Paul Philips, City Manager

By: Randy L. Skemp
Randy L. Skemp,
Executive Vice President/CRO

Attest:

By: Cecelia Dunlap
Cecelia Dunlap, Deputy City Clerk

Approved as to form:

By: James M. Casso
James M. Casso, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

CARTEGRAPH MASTER AGREEMENT #MA185

The following are the terms and conditions under which Cartegraph licenses its Software and provides Support, Services and Hosting as listed in the Exhibits and Purchase Agreements referencing this Agreement.

1. Grant of License to Software.

- A. Cartegraph is licensed by third parties ("Third Party Licensors") to sublicense certain third party software products to Customer and to offer services to Customer for these third party software products under this Agreement.
- B. Each Software product, including all data programs or set of programs, or routines and subroutines, consisting of a series of instructions or statements in machine readable form, and including any documentation relating to or describing such Software, such as, but not limited to manuals, online documentation and user instructions, flow charts, database schemas and improvements or updates provided by Cartegraph (collectively "Software"), is furnished to Customer under a personal, non-exclusive, nontransferable limited license solely for Customer's own internal use on Host Computer System (as defined below) and with Customer's Clients.
 - 1. Host Computer Systems, if applicable, are Servers owned or controlled by Cartegraph that Customer may access under this Agreement (the provision of this service is herein referred to as "Hosted" or "Hosting").
 - 2. Servers are personal computers, minicomputers, mainframes, workstations, and terminal devices that interact with Client Software and have been approved by Cartegraph or Third Party Licensors for operation of Software.
 - 3. Server Software is a copy of Software residing on a server, multiple servers, or a Host Computer System.
 - 4. Clients are personal computers, minicomputers, mainframes, workstations, mobile devices, and terminal devices that interact with Server Software and have been approved by Cartegraph or Third Party Licensors for operation of Software.
 - 5. Client Software is a copy of Software residing on a Client that interacts with Server Software.
 - 6. Data Files are those files which contain data that is input by the Customer during the use of the Software.
- C. Customer agrees that the number of users licensed will be listed in the Purchase Agreement and only that number of users may use the Software at any given time.
 - 1. If Customer has purchased a Per-User License, as indicated in the Purchase Agreement, only a finite number of licenses have been purchased by Customer and only that finite number of users may access and use the Software at any given time. The specific number of licenses purchased shall be identified in the Purchase Agreement.
- D. Customer agrees the Software license for the Software is limited as follows:
 - 1. Browser Based User – Each browser based user is defined by unique ID and password.
 - 2. For Server Software – one copy of Server Software for each Server or, if Hosted, no copies of Server Software for a Server that is not a Host Computer System.
- E. Customer agrees that this license does not permit Customer to: (1) use the Software for a service bureau application or (2) sublicense the Software.
- F. Except as set forth in this Agreement or as may be permitted in writing by Third Party Licensors, Customer shall not use, provide or otherwise make available the Software or any part or copies thereof to any third party.
- G. Customer shall not, and shall not permit others to:
 - 1. Reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from the Software;
 - 2. Modify, translate, adapt, alter, or create derivative works from the Software;
 - 3. Copy, (other than one back-up copy), distribute, publicly display, transmit, sell, rent, lease or otherwise exploit the Software; or
 - 4. Distribute, sublicense, rent, lease, loan (or grant any third party access to or use of) the Software to any third party.
- H. Customer may make copies of the Client Software for archival purposes. The Server Software may not be copied, in whole or in part.

2. Title to Software and Data Files.

- A. Ownership of the Software, any portions thereof and any modifications, translations, or derivatives thereof, even if unauthorized, remains with Cartegraph or Third Party Licensors, as do all applicable rights in patents, copyrights and trade secrets and any other proprietary rights in the Software. Software provided hereunder is valuable, proprietary and unique, and Customer agrees to be bound by and observe the proprietary nature thereof as provided herein.

- B. Customer acknowledges that unauthorized reproduction, use, or disclosure of the Software or any part thereof may cause irreparable injury to Cartegraph or Third Party Licensors, who may therefore be entitled to injunctive relief to enforce these license restrictions, in addition to any other remedies available at law, in equity, or under this Agreement.
- C. Customer agrees that Cartegraph or Third Party Licensors may audit Customer's Software usage remotely or on-site during Support, Services or Hosting or upon reasonable notice and during standard business hours. Prevention of audit by Customer may be grounds for termination of this Agreement.
- D. Cartegraph agrees that ownership of data in Data Files remains with Customer. However, Customer agrees that Cartegraph may access Data Files and grants Cartegraph a license to use the data for 1) internal business purposes to evaluate the use and operation of the Software, Support, Services or Hosting; and 2) marketing purposes provided that any information shared with third parties is anonymized and/or aggregated so that Customer cannot be identified from the information.

3. License Fees, Support Charges, Services and Hosting Charges.

- A. Customer agrees to pay the license fees for the Software, Support charges, Services charges and Hosting charges as set forth in the Purchase Agreement for each Product.
- B. Cartegraph agrees that the total amount listed in the Purchase Agreement shall be considered the not-to-exceed price for the Software, Support, Services and Hosting included in that Purchase Agreement. Hosting includes 20G of available file storage. If additional storage is required, the Customer can purchase in 10G increments
- C. Customer agrees that all payments are due 30 days from date of invoice and Customer shall be in default if amounts due have not been received in that time period. Customer's default will constitute sufficient cause for Cartegraph to suspend or terminate the Software license, Support, Services and Hosting under this Agreement.
- D. Customer shall be invoiced for Software, Support, Hosting and hardware upon delivery. Customer shall be invoiced for Services as set forth in the Purchase Agreement.
- E. Customer shall reimburse Cartegraph for reasonable expenses incurred during the provision of Support, Services or Hosting. Reasonable expenses include, but are not limited to, travel, lodging, and meals. Expenses are billed based on actual costs incurred. Estimated expenses shall be included in each Purchase Agreement and include the number of trips to customer site. Cartegraph shall not incur any expenses without prior written approval by the City.

4. Delivery and Installation.

A. On-Site Installation

- 1. This subsection "A" regarding On-Site Installation shall apply if Customer elects, as indicated in the Purchase Agreement, to have Software and Products installed on Customer's Servers and Client computers at Customer's facilities ("On-Site") instead of utilizing Cartegraph Hosting Services.
 - a. Execution of a Purchase Agreement by Customer shall be considered as Customer's notification to Cartegraph to proceed with delivery of the Products identified in the Purchase Agreement.
 - b. Delivery of Software and Support shall take place reasonably quickly after execution of the Purchase Agreement. Cartegraph shall provide access to the Software to Customer in a downloadable form. Notification by Cartegraph that Software is available for download shall constitute delivery of Software and Support, regardless of when Customer downloads the Software.
 - c. Customer shall be responsible for installation of the Client Software on Customer's Clients, unless agreed otherwise.
 - d. After execution of the Purchase Agreement, delivery of Services will be scheduled in cooperation with Customer.
 - e. Any hardware included in the Purchase Agreement shall be ordered after execution of the Purchase Agreement. Delivery of hardware will be scheduled in cooperation with Customer.

B. Hosting

- 1. This subsection "B" regarding Hosting shall apply if Customer elects, as indicated in the Purchase Agreement, to utilize the Hosting services offered by Cartegraph instead of having the Software installed On-Site, as described in the previous subsection.
 - a. Execution of a Purchase Agreement shall be considered as Customer's notification to Cartegraph to proceed with delivery of the Software and Services as indicated in the Purchase Agreement.
 - b. Delivery of Software, Support, and Hosting shall take place reasonably quickly after execution of the Purchase Agreement. Cartegraph shall provide access to the Server Software to Customer on a Host Computer System. Notification by Cartegraph that Server Software is available for access shall constitute

delivery of Server Software, Support and Hosting, regardless of when Customer first accesses the Server Software.

- c. Cartegraph shall be responsible for installation of the Server Software on Cartegraph's Host Computer System. Customer shall be responsible for installation of the Client Software on Customer's Clients, unless agreed otherwise.
- d. After execution of the Purchase Agreement, delivery of Services will be scheduled in cooperation with Customer. Customer shall remain responsible for Service charges even if Services are not delivered.
- e. Any hardware included in the Purchase Agreement shall be ordered after execution of the Purchase Agreement. Delivery of hardware will be scheduled in cooperation with Customer.

2. Hosting Services

- a. Cartegraph will install, and operate Server Software on one or more Host Computer Systems.
- b. Cartegraph will provide all equipment, software and services necessary for the operation, maintenance and support of one or more Host Computer Systems and the Server Software. Cartegraph may contract with third parties for all or part of such equipment, software and services ("Third Party Hosts"). Cartegraph reserves the right to change the configuration of the Host Computer System and the Server Software and to change or delete such equipment or software at any time, but Cartegraph shall make the Software compatible with such change or deletion without additional charge to Customer.
- c. Customer shall have access to and be permitted to use the Server Software via Clients.
- d. Customer shall provide a computing and networking environment that meets the minimum requirements set forth in Cartegraph's published specifications.
- e. Customer shall be responsible for all bandwidth between Host Computer System and Clients and in such amounts as to provide reasonable responsiveness of the system.
- f. Cartegraph shall perform a full back-up of data files on a daily basis. The daily full back-up will be retained for (14) fourteen days and then deleted unless customer contracts for additional days. Cartegraph's hosting services uses RAID 10 which both mirrors the data and stripes across multiple drives creating redundancy. Cartegraph hosting services have dual redundancy with offsite back-up storage and a back-up data centers
- g. The Host Computer System shall be used by Customer only for purposes relating to Customer's own use of the Software. Customer shall have no right to assign any of its rights under this section.
- h. Customer agrees that it shall be bound by the terms and conditions of any agreement between Cartegraph and any Third Party Hosts that relate to the use and operation of Host Computer Systems. Cartegraph will apprise Customer of the terms and conditions of such agreements from time to time.
- i. Cartegraph will take reasonable precautions to guard against unauthorized access to Data Files. However, Cartegraph assumes no responsibility that the Software will be used properly.
- j. Customer shall have the right to receive Data Files within sixty (60) days of termination of any Hosting on the condition that customer has paid all outstanding invoices owed to Cartegraph.

3. Availability of Host Computer System.

- a. If Cartegraph contracts with a Third Party Host to provide Hosting, the service level provided by the Third Party Host shall be the service level provided by Cartegraph to Customer, except as required for Cartegraph to provide Support under this Agreement. However, all assignment and subcontracting is subject to the provisions of Section 15 of the Agreement.
- b. In general, Server Software will be available for use and access by Customer 24 hours a day, 7 days a week, except for scheduled maintenance to take place at commercially reasonable times. Furthermore, if access to the Server Software becomes a problem, then Cartegraph shall provide Support in view of the severity of the problem.
- c. Server Software will be available for use and access by Customer during back-up activities performed by Cartegraph.

5. Support.

- A. **Scope of Support.** Support includes the response to and resolution of Customer-encountered problems with the Software as reported to Cartegraph by Customer.

1. Resolution of Customer-encountered problems shall, at Cartegraph's option, consist of (1) maintenance provided through telephone, email or remote access; (2) correction of the problem in the Software program; or (3) delivery of bug fixes or workarounds limited to the current or immediate prior Software release.
 2. Cartegraph will only support licensed Software located on Servers or Clients. Cartegraph will use commercially reasonable efforts to respond to Customer problems according to the priority level of the problem.
 3. Support may also include upgrades to Software.
- B. **Support Limitations.** Any Support is dependent upon the use by Customer of unmodified Software (except as authorized by Cartegraph) operated in accordance with Cartegraph's documentation. Support specifically excludes the following: (1) Support to a version of Software other than the current or immediate prior release; (2) efforts to restore a release of the Software beyond the current or immediate prior release; (3) efforts to restore a Customer Data File beyond the most recent back-up; and (4) efforts to convert a Customer Data File to another format.

As part of Support, Cartegraph is under no obligation to modify the Software so that the modified Software would depart from Cartegraph's published specifications for the Software.

6. Professional Services.

- A. The professional consulting services and deliverables to be performed or delivered by Cartegraph under this Agreement may include, but are not limited to: consulting, network engineering, systems integration, hardware installation, special studies, pre-installation support, installation of Client Software, installation support, training, custom Software modification, tools/utilities components, programming and documentation, data conversion, application design and development, systems analysis and design, conversions, implementing planning and implementation of the Software (collectively referred to as the "Services").
- B. Services shall only be provided as the result of a Purchase Agreement and any attached statements of work.
- C. Services will be provided during the hours of 7:00 a.m. to 7:00 p.m., Central Standard or Central Daylight Time, whichever is applicable, Monday through Friday excluding holidays.

7. Customer's Responsibilities.

- A. Customer is responsible for maintenance and installation of any Clients, common carrier equipment or communication equipment related to the operation of the Software and not furnished by Cartegraph. Before Customer introduces equipment not within Cartegraph's published specification, Cartegraph must approve the additional equipment.
- B. Customer is responsible for charges incurred for communication facilities at Customer's facilities, whether incurred by Customer or by Cartegraph Support representatives while performing Support on the Software.
- C. Customer is responsible for performing Software back-ups in accordance with published documentation.
- D. Customer shall notify Cartegraph of any problem and shall allow Cartegraph reasonable access to the Software for performing Support, Services or Hosting.
- E. Customer shall furnish Cartegraph, at Customer's expense, all technical data and information as may be necessary to furnish Support, Services or Hosting.
- F. Customer shall grant Cartegraph access to Servers and Clients as may be necessary for the adequate delivery of the Support, Services or Hosting.

- 8. Software Modification.** Cartegraph and Third Party Licensors will not be responsible to Customer for loss of use of the Software or data or for any other liabilities arising from alterations, additions, adjustments or repairs which are made to the Software by Customer or third parties. Cartegraph reserves the right to terminate the Software license, Support, Services or Hosting under this Agreement upon written notice to Customer if any such alteration, addition, adjustment or repair adversely affects Cartegraph's ability to render Support, Services or Hosting.

9. Term.

- A. Support for any subsequently added components or upgrades shall be either coterminous with the term of Support applicable to the Software initially covered or as otherwise agreed and stated in the Purchase Agreement.

10. Termination.

- A. Notwithstanding the foregoing, Cartegraph shall have the right to terminate this Agreement if Customer fails to pay any and all required license fees, Support charges, Services charges, Hosting charges or otherwise fails to comply with this Agreement or the terms and conditions of any applicable Third Party Licensor agreement.
- B. Upon expiration of the license term or upon notice of such termination, Customer shall immediately return or destroy the Software and all portions and copies thereof as directed by Cartegraph or Third Party Licensors and, if requested by Cartegraph or Third Party Licensors, shall certify in writing as to the destruction or return of the same.

- C. Any termination of this Agreement shall automatically terminate Support, Services and Hosting provided under any Purchase Agreement or Statements of Work, unless otherwise agreed. All confidentiality and non-disclosure obligations shall survive any such termination.
- D. Customer shall have the right to terminate this Agreement, according to the terms provided herein, by returning or destroying the Software and all portions and copies thereof and certifying in writing as to the destruction or return of the same.
- E. If Customer wishes to terminate this Agreement prior to the end of the term of this Agreement as identified above or in the appropriate Purchase Agreement, Customer must provide Cartegraph with written notice of such intent to terminate at least ninety (90) days prior to such termination. Any such termination by Customer shall subject Customer to the cancellation fee identified below.
- F. If Customer terminates before the date set in the Purchase Agreement, Customer shall pay a cancellation fee equal to 80% of the remainder of licensing fees, Support charges and Hosting charges due under this Agreement. There shall be no cancellation fee for Services not yet performed. However, no matter the reason, Customer's termination shall not relieve it of the obligation to pay any amounts already due under this Agreement.
- G. If Software, Support, Services or Hosting are not funded for future fiscal years under the City's legal budgeting process for such governmental entity, City may terminate for future fiscal years with the cancellation fee identified in the previous paragraph reduced from 80% to 20%. There shall be no cancellation fee for Services not yet performed. However, no matter the reason, Customer's termination shall not relieve it of the obligation to pay any amounts already due under this Agreement.
- H. Cartegraph shall have the right to terminate Hosting, if Hosting services are being provided, by giving at least ninety (90) days written notice that Cartegraph cannot meet its obligations of availability of the Host Computer System.
- I. In addition to the right of termination provided to Cartegraph under other sections of this Agreement, Cartegraph shall have the right to terminate the Software license, Support, Services and/or Hosting upon the occurrence of any of the following events:
 - 1. Customer's oldest invoice is ninety (90) days past due. Support hold will be initiated when customer's oldest invoice is thirty (30) days past due or,
 - 2. Subject to applicable law, the appointment of a receiver, trustee in bankruptcy or similar officer for the equity or assets of Customer, or
 - 3. There is an assignment of this Agreement without the prior written consent of Cartegraph.
- J. Termination shall not be Cartegraph's exclusive remedy and termination shall not adversely affect any claim for damages against Customer.

11. Limited Warranty.

- A. Cartegraph warrants that it has the right to sublicense the Software being licensed hereunder pursuant to the terms provided herein.
- B. Cartegraph warrants that the Software will conform to Cartegraph's published specifications until Support ends.
- C. Provided that the Software is used in a manner for which it was designed as set forth in the Software, Cartegraph's sole obligation and liability hereunder for the Software shall be to use reasonable efforts to remedy any substantial non-conformance which is reported to Cartegraph. In the alternative, Cartegraph may refund amounts paid by Customer pursuant to Purchase Agreements for such Software products.
- D. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT WITH RESPECT TO THE SOFTWARE LICENSED HEREUNDER.
- E. SUPPORT, SERVICES AND HOSTING SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SUPPORT, SERVICES AND HOSTING PROVIDED UNDER THIS AGREEMENT DO NOT ASSURE THE UNINTERRUPTED OPERATION OF THE SOFTWARE.
- F. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE TO TERMINATE THE SOFTWARE LICENSE, SUPPORT OR SERVICES. THE REMEDY SET FORTH IN THIS SECTION IS CARTEGRAPH'S SOLE LIABILITY, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, IN LIEU OF ALL OTHERS, FOR ANY BREACH BY CARTEGRAPH OF ITS SOFTWARE, SUPPORT, SERVICES AND HOSTING WARRANTIES HEREUNDER. IN THE EVENT OF TERMINATION OF THE AGREEMENT DUE TO BREACH, THE CITY SHALL NOT BE LIABLE FOR ANY CANCELLATION FEES, INCLUDING, BUT NOT LIMITED TO, THE CANCELLATION FEE SET FORTH IN SECTION 10.F

12. Limitation of Liability. TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW:

- A. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOSS OF DATA, HOWEVER ARISING, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES;
 - B. EXCEPT FOR DAMAGES RESULTING FROM BODILY INJURY OR PATENT OR COPYRIGHT INFRINGEMENT, AS DISCUSSED BELOW, IN NO EVENT SHALL THE MAXIMUM CUMULATIVE LIABILITY OF EITHER PARTY TO THE OTHER UNDER THIS AGREEMENT, UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT OF COMPENSATION TO CARTEGRAPH, AS SET FORTH IN SECTION 4(a) OF THE AGREEMENT
- 13. U.S. Government Restricted Rights.** The Software is commercial software and the Software is provided with restricted rights. Use, duplication or disclosure by the Government is subject to restrictions as set forth in paragraph (c)(1)(ii) of the Rights in Technical Data and Computer Software Clause at DFARS 252.227-7013 of subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable.
- 14. Proprietary Rights and Confidential Information of Cartegraph.**
- A. Certain information and materials supplied by Cartegraph with the Products, such as, without limitation, deliverables, manuals, diagrams, drawings, plans, flowcharts, software, technical processes and formulae, source codes, product designs, sales, costs and other unpublished financial information, product and business plans, usage rates, relationships, projects and data, are Cartegraph's or Third Party Licensors' confidential or proprietary trade secrets (the "Confidential Information") and Cartegraph furnishes them solely to assist Customer in the installation, operation and use of Software. Customer must not reproduce, copy or disclose such Confidential Information except as is reasonable and necessary to properly use Software. Nothing herein shall restrict Customer from complying with its obligations under any law requiring disclosure, but Customer shall give Cartegraph five days prior notice before any release of Confidential Information.
 - B. Customer acknowledges and agrees that Cartegraph or Third Party Licensors shall suffer irreparable injury not compensable by money damages and therefore shall not have an adequate remedy at law in the event of an unauthorized use of proprietary rights or an unauthorized use or disclosure of any Confidential Information in breach of the provisions of this Agreement. Accordingly, Cartegraph or Third Party Licensors shall be entitled to injunctive relief to prevent or curtail any such breach, threatened or actual. The foregoing shall be in addition and without prejudice to such rights that Cartegraph or Third Party Licensors may have at law or in equity.
- 15. Proprietary Information of Customer.**
- A. In order to provide Products under this Agreement, Customer may, from time to time, disclose to Cartegraph certain information respecting Customer's technical, financial, statistical and personnel data, (hereinafter "Information"). Any such Information which is submitted in writing to Cartegraph by the Customer and which is clearly and conspicuously marked as confidential shall be protected by Cartegraph against unauthorized disclosure by using the same degree of care and discretion that Cartegraph uses with similar Information which Cartegraph does not want disclosed to third parties. However, Cartegraph shall not be required to protect Information which (a) is or becomes publicly available, (b) is already in Cartegraph's or its related companies' possession, (c) is independently developed by Cartegraph outside the scope of this Agreement, or (d) is rightfully obtained from third parties. Cartegraph's obligations under this Section shall cease immediately upon return to Customer or destruction by Cartegraph of such Information.
 - B. Cartegraph shall not be required to protect any ideas, concepts, know-how, or techniques relating to data, electronic document processing and image processing developed or resulting from the Information or the Services provided under this Agreement.
- 16. Infringement Indemnification.**
- A. Cartegraph or Third Party Licensors will defend any action, suit or proceeding brought against Customer if based on a claim that Products infringe any United States patent or copyright of any third party ("Intellectual Property") provided that Customer promptly notifies Cartegraph or Third Party Licensors immediately and gives Cartegraph or Third Party Licensors full authority, information and assistance for the action's defense. Cartegraph or Third Party Licensors will pay all damages and costs awarded therein against Customer, but shall not be responsible for any compromise made without its consent. Cartegraph or Third Party Licensors may, at any time it is concerned over the possibility of such an infringement, at its option and expense, replace or modify Products so that infringement will not exist. In the alternative, Cartegraph may remove a component of Products involved and refund to Customer the price as depreciated by an equal annual amount over five (5) years.
 - B. Cartegraph and Third Party Licensors shall have no liability to Customer if any Intellectual Property infringement or claim thereof is based upon the use of Products in connection or in combination with equipment, devices, or software not supplied by Cartegraph or used in a manner not expressly authorized by this Agreement or in a manner for which Products were not designed, or if the claim of infringement would have been avoided but for Customer's use of software other than the latest, unmodified release of Software made available to Customer by Cartegraph.

- C. Customer shall indemnify and hold Cartegraph and Third Party Licensors harmless from any loss, cost or expense suffered or incurred in connection with any claim, suit or proceeding brought against Cartegraph or Third Party Licensors so far as it is based on a claim that the use, sale or licensing of any Products delivered hereunder and modified or altered or combined with any products, device, or software not supplied by Cartegraph hereunder constitutes an infringement because of such modification, alteration or combination.

17. Miscellaneous.

- A. Taxes. Customer shall pay all taxes, levies and similar governmental charges, however designated, and all liabilities with respect thereto which may be imposed by any jurisdiction, including, without limitation, customs, privilege, excise, sales, use, value-added and property taxes levied or based on gross revenue or operation of this Agreement, except those taxes based upon Cartegraph's net income.
- B. Export. Customer agrees that the Software, Support, Services and Hosting purchased hereunder will not be exported directly or indirectly, separately or as part of any system, without first obtaining a license from the U.S. Department of Commerce or any other appropriate agency of the U.S. Government, as required.
- C. Force Majeure. If any cause beyond Cartegraph's/the City's reasonable control prevents Cartegraph/the City from performing under this Agreement by a given date or time, Cartegraph's performance will be automatically postponed.
- D. Customer gives Cartegraph permission to use customer's organization name and/or logo for promotional purposes, including, but not limited to industry announcements, public press releases, and customer stories.

Cartegraph hereby pledges to issue software licenses in the agreed upon quantities specified in your Investment Summary. The "Software," as defined in Master Agreement #MA185, consists of developed and supported technology products available from Cartegraph.

In addition to full access to Cartegraph licensed software, your organization will receive:

1. Support

- a. **Campus – www.cartegraph.com/campus**
Our User Assistance area is a convenient and easily-shareable resource designed to help you and your co-workers better understand the functions and capabilities of your Cartegraph applications. Instantly access user tips, step-by-step guides, videos, and more.
- b. **Dedicated, Unlimited, Toll-free Phone Support - 877.647.3050**
When questions need answers and difficulties arise, count on our industry-leading Support team to provide the guidance and assistance you need. Reach us as often as you need Monday-Friday, 7:00 am-7:00 pm CT.
- c. **Secure, Live Remote Support**
If your challenge requires a more hands-on approach, we have the remote support tools to fix it. Let one of our Support Team members directly interact with your system to find a fast, effective solution.

2. Training & Education

- a. **Convenient Online Resources**
All the information you need, one click away. Take advantage of online training opportunities, tutorial videos, upcoming event information, and more.
- b. **Regional User Groups**
Meet and network with similar Cartegraph users in your region. Our smaller, more personalized User Groups allow you to find out what other organizations are doing to get more from their Cartegraph Systems.

3. Software Releases & Upgrades

- a. **New Software Releases**
Be the first to know about all new Cartegraph releases, enhancements, and upgrades. Gain immediate access to the latest features and functionality, and increased system performance.
- b. **Hot Fixes**
If an issue is determined to be a software defect and falls outside the standard release cycle, Cartegraph will issue a hot fix and provide application specialists with detailed levels of product knowledge to work with you in achieving a timely and effective resolution.

Cartegraph Systems, Inc.

Field Services (Fee for Service)

The Fee for Field Service Implementation Services as listed in the *Investment Summary* of the Purchase Agreement are specific Cartegraph services which will be delivered to the Customer based on the descriptions below and any descriptions that may be found in the Purchase Agreement's Exhibits. Cartegraph will coordinate with the Customer on service delivery expectations and timeframes. This is an addendum to Customer's Master Agreement #MA185.

Cartegraph OMS – Implementation Scope of Work

Implementation of the Operations Management System (OMS) includes the following professional services:

Setup

- Cartegraph will setup a hosted, production OMS environment. If a test or sandbox environment is purchased, Cartegraph will also setup a hosted, test OMS environment.
- Cartegraph will provide an overview, up to two (2) hours, of Cartegraph and ArcGIS Online user-based logins and User/Role functionality.
- Cartegraph will provide a template file to be utilized by your staff to populate Roles and Users to be utilized for OMS.
- Cartegraph will utilize the template to create users and roles in OMS. (Note: Subsequent User and/or Role changes will be your administrator's responsibility.)
- Cartegraph will provide documentation and guidance, up to four (4) hours, for your technical GIS staff to configure Esri Basemap Services for OMS integration. Guidance will be geared towards OMS/Esri integration functionality and requirements.
- Cartegraph will setup the OMS Platform, including the Request, Work, Resource, and Asset Management areas of the software. Asset Management solutions will be setup for all solutions referenced in the Assets section of the scope unless otherwise noted.

Consulting

- Cartegraph will provide up to two (2) remote requirement gathering workshops, a total of four (4) hours, to increase our understanding of your business and functional goals. Through workshops and interviews, Cartegraph will identify best fit scenarios for OMS and provide a brief including any challenges as well as recommendations for OMS best practices relevant to your implementation.

Training

- Cartegraph will provide remote train-the-trainer training, up to four (4) hours, on overall system navigation and functionality to help familiarize your staff with the software environment and its common functions. Training topics include:
 - Home Screen
 - Logins/Permission
 - Layers
 - Filters

- Maps
 - Grids
 - System Navigation
 - Views (List & Detail)
 - Standard Reports
 - Attachments
 - Requests, Work, Assets, Resources, Reports, and Administrator Tabs
- Cartegraph will provide remote train-the-trainer training, up to two (2) hours, on OMS Esri integration functionality. Training topics include:
 - OMS Esri integration configuration options
 - Integration functionality (basemap and feature)
 - Overall Esri integration requirements, considerations, and Cartegraph recommended best practices
 - Cartegraph will provide remote train-the-trainer training, up to four (4) hours, on OMS Request functionality. Training topics include:
 - Requests
 - Requesters
 - Task Creation from Requests
 - Issue library (including settings such as Applies to Asset and Non-Location)
 - Cartegraph recommended best practices for Request and Requester Management
 - Cartegraph will provide remote train-the-trainer training, up to four (4) hours, on OMS Work functionality. Training topics include:
 - Create Task(s) (Asset/Non-Asset)
 - Assignments (Add, Edit, Remove)
 - Task Menu Actions
 - Related Work Items
 - Create Work Order
 - Associate Task to WO
 - Repeat Work Orders
 - Work Order Menu Actions
 - Enter Resources
 - Timesheets
 - Activity library (including settings such as Applies to Asset, Inspection, Key Dates, Cost, and Productivity)
 - Cartegraph recommended best practices for Work Management
 - Cartegraph will provide train-the-trainer training on OMS Asset functionality as it relates to the assets referenced within the Asset section of the scope. Training topics include:
 - Asset Details
 - Inspections
 - Linked assets (if applicable)
 - Container/Component Relationships (if applicable)
 - Cartegraph recommended best practices for Asset Management

To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope.

- Cartegraph will provide remote “train-the-trainer” training, not to exceed four (4) hours, on OMS Fleet functionality. Training topics include:
 - Fleet Management in OMS
 - Preventative Maintenance Schedules
 - Task Management
 - Vehicle Replacement Ratings (VRR) Equipment Detail information
 - Fleet Reports

- Cartegraph will provide remote train-the-trainer training, up to four (4) hours, on OMS Resource functionality. Training topics include:
 - Resource Details
 - Labor/Equipment Rates
 - Material Management (Stock, Usage, Adjustments)
 - Vendor Price Quotes
 - Cartegraph recommended best practices for Resource Management

- Cartegraph will provide remote train-the-trainer training, up to two (2) hours, on Cartegraph for iPad functionality. Training topics include:
 - Overall system functionality (Navigation, Interface, Maps, Attachments, Sorting)
 - Work Management
 - Create and Update Tasks (Asset/Non-Asset)
 - Assign Tasks
 - Enter Resources
 - Inspections
 - Asset Management
 - Create and Update Assets
 - Request Management
 - Create and Update Requests
 - View Requester information
 - Create Task from Request
 - Cartegraph recommended best practices for mobile device use

- Cartegraph will provide remote train-the-trainer training, up to four (4) hours, on OMS Administrator functionality. Training topics include:
 - Administrator:
 - User Administration, Role Administration, Import/Export, Error Log
 - Settings:
 - System Settings, Base Map Administration, Geocode Settings, GIS Integration Settings, Background Task Scheduler, Asset Color Manager
 - Manager:
 - Layout Manager, Library Manager, Preventative Maintenance, Asset Condition Manager, Notification Manager, Structure Manager
 - Cartegraph Administrator Application
 - Report Creation

- Cartegraph will provide remote train-the-trainer training, up to four (4) hours, on Advanced Request functionality. Training topics include:
 - Internal Requests
 - YourGOV
 - Requester Notifications

- Issue Library settings and management
- YourGOV web and smartphone functionality, including Create Request, View Request, and View Status
- Cartegraph recommended best practices for advanced request management

Go-Live Support

- Cartegraph will provide up to two (2) remote web conferences (not to exceed 4 hours total) to be utilized for Go-Live Support. The agenda will be defined, and agreed upon, by both your and Cartegraph's project managers. Topics may include any of the following:
 - Refresher training for items listed in the scope of work
 - Software and process support for staff during production roll out
 - Field, Layout, and Report configuration guidance, if applicable

Data Services

- Cartegraph will provide one test and one production data load service through standard import/export functionality. Cartegraph will provide template documents for data population. Once populated by your staff, Cartegraph will load the data into your test or production OMS environment. Data loads may include data such as:
 - Parent level asset records
 - Asset location (spatial x/y) attributes
 - Parent level resource (Labor, Equipment Material, Vendor) records
 - Resource Rate (Labor, Equipment, Material) records
 - Standard system libraries

Assets

Asset implementation includes the following professional services:

- Cartegraph will provide installation and training on the following thirty (30) asset types:
 - Transportation (7)
 - Light Fixture, Marking, Sidewalk, Pavement, Pavement Area, Sign, and Support
 - Sewer (7)
 - Sewer Cleanout, Sewer Facility, Sewer Force Main, Sewer Lateral, Sewer Main, Sewer Manhole, and Sewer Pump
 - Storm (9)
 - Storm Basin, Storm Channel, Storm Culvert, Storm Facility, Storm Inlet, Storm Manhole, Storm Outlet, Storm Pipe, and Storm Pump
 - Facility (7)
 - Facilities, Electrical Generators, Facility Lighting, Fire Protection, HVAC Equipment, Plumbing Fixtures, and Roofing Systems

- Cartegraph will provide up to five (5) field configurations for each asset type listed above.

Cartegraph will provide all services remotely via audio, video, and web conferences unless otherwise noted.

Customer Responsibility

For the project, you will be responsible for appointing a dedicated project manager that will be responsible for:

- Reviewing the implementation scope of work
- All internal aspects of the project including, but not limited to, internal change management, internal documentation, staff coordination, task completion, and schedule commitment
- Ensuring all scheduled meetings are attended by invited staff
- Partnering with the Cartegraph Project Manager to ensure project success
- Providing leadership and insight on all relevant internal issues such as policy/procedure, organizational structure, project stakeholders, technical architecture, data, and current systems

Exclusions

The following service items are not included in the scope of this project:

- Implementation of any custom modification or integration developed by Cartegraph, your internal staff, or any third-party is not included in the scope of this project unless specifically listed above.
- Data conversion services from other software system(s) or sources (including Cartegraph Navigator databases) are not included in the scope of this project unless specifically listed above.
- Any service items discussed during demonstrations, conference calls, or other events are not included in the scope of this project unless specifically listed above.

Customer/Cartegraph Responsibilities

Project representatives from Customer and Cartegraph accepts responsibility for all aspects of project planning, management, and execution not specifically identified as the responsibility of Cartegraph in the Master Agreement or in this Purchase Agreement. Ongoing management of the day-to-day allocation of Customer and Cartegraph resources and management of project tasks is the responsibility of the Customer and Cartegraph project representatives. Customer and Cartegraph project representatives will provide overall guidance and direction for the project and will direct the project accordingly. Further, and with regard to the Cartegraph obligations listed in this Purchase Agreement, Customer understands that it is vital to the success of the project that Customer provides assistance in the following matters:

1. For those services listed under Field Services, Cartegraph personnel will conduct information gathering and evaluation sessions with various Customer users and management. While Cartegraph respects the time and workload of Customer staff, dedicated time on the part of the appropriate Customer resources is necessary to complete these exercises.

2. The installation process requires the assistance of Customer personnel and suitable access to hardware and systems (e.g., security clearance). Customer is required to supervise the installation process while systems are accessible to Cartegraph. All hardware and software, for both Personal Computers and servers, is expected to be available, installed, and operating as specified in Cartegraph's System Requirements documentation such that delivery and execution of Cartegraph Field Services will not be impeded.
3. Customer and Cartegraph understand that the successful performance of Field Services depends upon Customer fulfilling its responsibilities. The Project assumes that Customer will provide all personnel required to achieve a successful implementation.
4. Customer will provide Internet access and IT staff support as required. For those services that are web-based, Cartegraph utilizes WebEx Meeting (or similar) technology.

Customer shall ensure that their workstation platform and database meet Cartegraph system requirements as specified in the Cartegraph System Requirements documentation. Cartegraph Software will be supported within new versions of these workstation platforms and databases within a reasonable period of time from their release from their manufacturer. Cartegraph will discontinue support of its Software within older versions of these workstation platforms and databases as their support is discontinued by their manufacturers.

5. Customer agrees to work with Cartegraph to schedule Field Services in a timely manner. All undelivered Field Services shall expire 365 days from the execution of this Purchase Agreement, however, Cartegraph shall provide the City with a summary of available Field Services six months from the Effective Date of this Agreement. In the event Cartegraph fails to provide the City with the summary, the Field Services shall expire upon termination of this agreement. Upon expiration of services, the project may be cancelled at Cartegraph's discretion.

EXHIBIT B

RATE SCHEDULE

CARTEGRAPH PURCHASE AGREEMENT #PA275

Purchase Agreement

Investment Summary

Cartegraph's for this project are included in the summary below.

Date: March 18, 2016

Purchase Agreement No.: #PA275

	Purchase Type	Qty.	Total Price
YEAR 1			
SOFTWARE PRODUCTS			
Cartegraph OMS – Platform - Enterprise	Per-citizen Subscription, Cartegraph Cloud Deployment	1	\$5,000.00
Cartegraph OMS – Hosting	Cartegraph Cloud Shared Hosting Subscription, Included in Enterprise	1	\$5,000.00
Cartegraph OMS Extension	Advanced Assets per-citizen Subscription	1	\$1,500.00
Cartegraph OMS Extension	Advanced Requests per-citizen Subscription	1	\$1,000.00
Cartegraph OMS Users	Esri User Pack Subscription – 50 Named Users	1	\$10,000.00
Cartegraph OMS Users	User Pack Subscription – 50 Named Users	1	\$10,000.00
<i>Discount</i>			<i>(\$500.00)</i>
FIELD SERVICES			
Implementation Services	Fixed Fee Service	1	\$26,800.00
YEAR 1 SUB-TOTAL			\$58,800.00

YEAR 2			
SOFTWARE PRODUCTS			
Cartegraph OMS – Platform - Enterprise	Per-citizen Subscription, Cartegraph Cloud Deployment	1	\$5,000.00
Cartegraph OMS – Hosting	Cartegraph Cloud Shared Hosting Subscription, Included in Enterprise	1	\$5,000.00
Cartegraph OMS Extension	Advanced Assets per-citizen Subscription	1	\$1,500.00
Cartegraph OMS Extension	Advanced Requests per-citizen Subscription	1	\$1,000.00
Cartegraph OMS Users	User Pack Subscription – 50 Named Users	1	\$10,000.00
<i>Discount</i>			<i>(\$500.00)</i>
YEAR 2 SUB-TOTAL			\$22,000.00
YEAR 3			
SOFTWARE PRODUCTS			
Cartegraph OMS – Platform - Enterprise	Per-citizen Subscription, Cartegraph Cloud Deployment	1	\$5,000.00
Cartegraph OMS – Hosting	Cartegraph Cloud Shared Hosting Subscription, Included in Enterprise	1	\$5,000.00
Cartegraph OMS Extension	Advanced Assets per-citizen Subscription	1	\$1,500.00
Cartegraph OMS Extension	Advanced Requests per-citizen Subscription	1	\$1,000.00
Cartegraph OMS Users	User Pack Subscription – 50 Named Users	1	\$10,000.00
<i>Discount</i>			<i>(\$500.00)</i>
YEAR 3 SUB-TOTAL			\$22,000.00
TOTAL COST (3-YEAR TERM)			\$102,800.00

Payment Terms and Conditions

In consideration for the Services and Products provided by **Cartegraph** to **Customer**, **Customer** agrees to pay **Cartegraph** Software Costs and Professional Service Fees in U.S. Dollars as described below:

1. **Delivery:** Software Products shall be licensed upon acceptance of this Purchase Agreement. If applicable, Services will be scheduled and delivered upon your acceptance of this Purchase Agreement, which will be considered as your notification to proceed.
2. **Services Scheduling:** **Customer** agrees to work with **Cartegraph** to schedule Services in a timely manner. All undelivered Services shall expire 365 days from the effective date of this Agreement.
3. **Software Invoicing:** The Software Subscription Licenses fee will be due in annual installments 15 days prior to the anniversary of the initial term as follows:
 - a. \$32,000.00 due upon execution of the Purchase Agreement.
 - b. \$22,000.00 due 15 days prior to 1st year anniversary of term start date.
 - c. \$22,000.00 due 15 days prior to 2nd year anniversary of term start date.
4. **Field Services Invoicing:** Invoicing for the Field Services fee shall occur upon the acceptance of this Purchase Agreement and shall be invoiced as follows:
 - a. Invoicing for the Field Services shall be 50% upon execution of the Purchase Agreement and the remaining 50%, 2 months from execution of Purchase Agreement, whichever is sooner.
5. **Expenses:** In providing the services included in this Purchase Agreement, **Cartegraph** shall be reimbursed for any reasonable out-of-pocket costs, including, but not limited to, travel, lodging, and meals. Out-of-pocket expenses are billed based on actual costs incurred and are due separately. **Cartegraph** shall not incur any out-of-pocket expenses without the prior written approval of the City.
6. **Payment Terms:** All payments are due Net 30 days from date of invoice. Subject to the provisions of Section 4 (c) of the agreement.

EXHIBIT C

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, his agents, representatives, employees or subconsultants.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY COUNCIL

ITEM NO. 6.5



CITY OF INDUSTRY

Incorporated June 18, 1957

MEMORANDUM

To: Honorable Mayor Radecki and Members of the City Council

From: Paul J. Philips, City Manager *Paul J. Philips*

Staff: Alex Gonzalez, Director of Development Services and Administration *AG*
William Hayes, Building & Operations Manager

Date: September 28, 2017

SUBJECT: Consideration of Notice of Completion for Contract No. 2017-1008, LED Lighting Upgrade and Water Closet Replacement at the City of Industry City Hall, located at 15625 East Stafford Street, with All American Contracting Corporation, and Authorize the City Engineer to Execute the Notice of Completion

Background:

On May 9, 2017, the City Council awarded an Agreement for Construction Services for LED Lighting Upgrade and Water Closet Replacement at the City Hall Building located at 15625 East Stafford Street to All American Contracting Corporation, in the amount of \$112,186.25.

On September 14, 2017, City Council approved an additional appropriation for Change Order No. 1 in the amount of \$14,535.00.

- **Change Order No. 1:** The additional work includes material and installation of twenty-four 2' x 4' LED fixtures for City Hall second floor offices, two (2) 2' x 2' LED fixtures for City Hall first floor offices, and four (4) motion detectors for the first and second floor stairwells. The cost to perform this work totals \$38,476.25.

Discussion:

Table 1 – Summary of Project Costs

Agreement for Construction Services (All American Contracting Corporation)	\$112,186.25
Change Order No. 1 (All American Contracting Corporation)	\$14,535.00
Construction Management/Inspection (Jason Addison Smith Consulting Services, Inc.)	\$ 4,560.00
Total Project Cost	\$131,281.25

The project was awarded in the amount of \$112,186.25 (account no. 120-716-5205) and supported by the 2015 Bond proceeds. On September 14, 2017, City Council approved an additional appropriation for Change Order No. 1 in the amount of \$14,535.00 from the 2015 Bond proceeds to 15625 East Stafford Street Construction Costs (account no. 120-716-5205).

Jason Addison Smith Consulting Services Inc., ("JAS") provided professional construction management/inspection services for the project. City Council approved a Professional Services Agreement with JAS on December 8, 2016 for construction management support services. An additional appropriation is not required for their services at this time.

Fiscal Impact:

No fiscal impact.

Recommendation:

- 1.) Accept the work performed by All American Contracting Corp., in the amount of \$126,721.25; and
- 2.) Authorize the City Engineer to execute the Notice of Completion.

Exhibits:

- A. Notice of Completion
-

PJP/AG/WH:yp

EXHIBIT A

Notice of Completion

[Attached]

RECORDING REQUEST

and WHEN RECORDED, MAIL TO:

Agency **CITY OF INDUSTRY**

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

THIS SPACE FOR RECORDER'S USE

NOTICE OF COMPLETION

Notice is given that work was completed on that certain work known as Project No. **Contract No. 2017-1008, LED Lighting Upgrade and Water Closet Replacement City Hall at 15625 E. Stafford Street, City of Industry, CA 91744, County of Los Angeles**, for the undersigned agency and said work was accepted as complete on September 28, 2017. The contractor on said job was **All American Contracting Corp., 916 E. Whitcomb Avenue, Glendora CA 91741**.

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

City of Industry

By _____
Roberto Ramirez, City Engineer

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

State of California)
)ss.
County of Los Angeles)

The undersigned, being duly sworn, says: That he is the City Engineer and that he makes this verification on behalf of said entity; that he has read the foregoing and declares that the contents thereof, and that the facts stated herein, are true and correct.

Roberto Ramirez, City Engineer

Subscribed and sworn to (or affirmed) before me on this 28th day of September 2017, by Roberto Ramirez, City Engineer, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Date)

(Notary Signature)

(Seal)

CITY OF INDUSTRY

- Civic Recreational-Industrial Authority
- City of Industry Waterworks System
- Industry Urban-Development Agency
- Parking Authority

15625 East Stafford Street, City of Industry, CA 91744

Notification of Construction Completion

Project LED Lighting Upgrade and Water Closet **Date** September 28, 2017
Replacement City Hall at 15625 Stafford St.

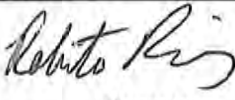
Contract _____ **Contract No.** 2017-1008

Contractor All American Contracting Corp.

As a result of an inspection conducted on 9/7/2017, the contractor's construction work has been completed in accordance with the contract documents, with the exception of the items noted below:

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

Accepted by
Contractor Michael Messang  9/20/17
Printed Name Signature Title Date

Recommended by
Project Engineer Roberto Ramirez  9/20/2017
Printed Name Signature Title Date

Recommended by
Project Inspector Steve Rossi  9/20/17
Printed Name Signature Title Date

Recommended by
Project Manager William Hayes  9/20/17
Printed Name Signature Title Date

CITY COUNCIL

ITEM NO. 6.6





CITY OF INDUSTRY

Incorporated June 18, 1957

MEMORANDUM

To: Honorable Mayor Radecki and Members of the City Council

From: Paul J. Philips, City Manager 

Staff: Alex Gonzalez, Director of Development Services and Administration
Roberto Ramirez, City Engineer 

Date: September 29, 2017

SUBJECT: Consideration of authorization to advertise for solicitation of public bids for Contract No. CITY-1444, Baldwin Park Boulevard and Amar Road Guardrail and Intersection Improvements, for an estimated cost of \$240,000.00.

Background:

The City of Industry is considering installing a guardrail at back of sidewalk on the west side of Baldwin Park Boulevard and installing multiple rumble strips on Amar Road to reduce vehicle speeds as safety enhancements.

Discussion:

At the direction of City Staff, JMD Corporation assessed the existing conditions and designed the intersection and roadway improvements to properly address the safety concerns. Warrants have been met to modify a signal at this location. The City Staff recommends the improvements set forth below. The project will be implemented as Contract No. CITY-1444, subject to approval by the City Council.

The scope of work consists of intersection and roadway safety improvements to include, but not limited to:

- Install a median on Amar Road east of the Baldwin Park Boulevard intersection;
- Install a median at the intersection;
- Install a guardrail behind sidewalk west of intersection;
- Install multiple rumble strips on Amar Road east of intersection;
- Install improved signing and striping; and
- Change traffic signal phasing to improve safety

Fiscal Impact:

The engineer's estimate for this project is \$240,000.00. The project has been set up under Capital Improvements – Streets – Construction Costs (account number 120.702.5205)

Recommendation:

- 1.) It is hereby recommended that the City Council approve the plans and specifications and authorize the solicitation of public bids.

Exhibits:

- A. Notice Inviting Bids
 - B. Engineer's Estimate
 - C. Section A, Pages A-1 through A-10
 - D. Reduced Set of Project Plans
 - E. Notice of Exemption
-

EXHIBIT A

Notice Inviting Bids

[Attached]

FOR PUBLICATION

NOTICE INVITING BIDS FOR:

**CITY OF INDUSTRY
PROJECT NO. CITY-1444**

**BALDWIN PARK BOULEVARD AND AMAR ROAD GUARDRAIL AND INTERSECTION
IMPROVEMENT**

CONTRACT NO. CITY-1444

The **CITY OF INDUSTRY**, hereinafter referred to as the **City**, will receive bids for the construction of the above project until **10:00 AM on November 1, 2017**, via the City of Industry's PlanetBids™ vendor portal. Bids are to be submitted through <http://www.Cityofindustry.org/?p=proposal-and-bid>.

Postmarks, mailed, emailed, or hard copy bids will not be accepted. Late bids will not be accepted.

It is the responsibility of the bidder to be sure the bid is submitted prior to the date and time indicated above. Digital versions of the plans and specifications are available on the vendor portal. Hard copies will no longer be available for purchase at CNC Engineering.

At the time of submission of the bid and thereafter, each bidder must be licensed as a **Class A – General Contracting** as defined in Sections 7055-7058 of the Business and Professions Code. Each bidder shall set forth on the Bidder's Information Sheet and the Contractor's License Affidavit the classification and number of the requisite license which that bidder holds.

The **City** reserves the right to award the contract to the contractor with another license class if the **City** determines that the license class is proper for the proposed work.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. **Please note:** *It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.* Any bids submitted without proof that bidder and any listed subcontractor(s) are currently registered and qualified to perform public work, pursuant to Labor Code Section 1725.5, may not be accepted by the City.

(Continued)

The Scope of Work is as follows: Baldwin Park Boulevard and Amar Road Guardrail and Intersection Improvement. Construct a guardrail and a raised island at the intersection of Baldwin Park and Amar Road to improve safety. Construct a raised median on Amar Road and install calming measures to improve safety and reduce vehicle speed. Install modified traffic signing and striping and signal phasing.

Plans and Specifications are available for inspection at the City Administrative Office located at 15625 E. Stafford Street, Suite 100, City of Industry, California 91744.

(Continued)

EXHIBIT B

Engineers Estimate

[Attached]

ESTIMATE FOR:

CITY OF INDUSTRY

PROJECT NO. CITY-1444

**BALDWIN PARK BOULEVARD AND AMAR ROAD GUARDRAIL AND INTERSECTION
IMPROVEMENT**

CONTRACT NO. CITY-1444

**ENGINEER'S ESTIMATE
\$240,000**

EXHIBIT C

Section A, Pages A-1 through A-10

[Attached]

SECTION A

CITY OF INDUSTRY PROJECT NO. CITY-1444

BALDWIN PARK BOULEVARD AND AMAR ROAD GUARDRAIL AND INTERSECTION
IMPROVEMENT

CONTRACT NO. CITY-1444

The **CITY OF INDUSTRY**, hereinafter referred to as the City, will receive bids for the construction of the above project until **10:00 AM on November 1, 2017**, via the City of Industry's PlanetBids™ vendor portal. Bids are to be submitted through <http://www.Cityofindustry.org/?p=proposal-and-bid>.

Postmarks, mailed, emailed, or hard copy bids will not be accepted. Late bids will not be accepted.

It is the responsibility of the bidder to be sure the bid is submitted prior to the date and time indicated above. Digital versions of the plans and specifications are available on the vendor portal. Hard copies will no longer be available for purchase at CNC Engineering.

At the time of submission of the bid and thereafter, each bidder must be licensed as a **Class A – General Engineering** as defined in Sections 7055-7058 of the Business and Professions Code. Each bidder shall set forth on the Bidder's Information Sheet and the Contractor's License Affidavit the classification and number of the requisite license which that bidder holds.

The City reserves the right to award the contract to the contractor with another license class if the City determines that the license class is proper for the proposed work.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. **Please note:** It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. Any bids submitted without proof that bidder and any listed subcontractor(s) are currently registered and qualified to perform public work, pursuant to Labor Code Section 1725.5, may not be accepted by the City.

The Scope of Work is as follows: Baldwin Park Boulevard and Amar Road Guardrail and Intersection Improvement. Construct a guardrail and a raised island at the intersection of Baldwin Park and Amar Road to improve safety. Construct a raised median on Amar Road and install calming measures to improve safety and reduce vehicle speed. Install modified traffic signing and striping and signal phasing.

Plans and Specifications are available for inspection at the City Administrative Office located at 15625 E. Stafford Street, Suite 100, City of Industry, California 91744.

The bid shall be accompanied by a bid guarantee in the form of a Cashier's Check or Bidder's Bond for not less than ten percent (10%) of the total amount of the bid, payable to the **CITY OF INDUSTRY**. The bid guarantee is to insure that the bidder, if awarded the work, will enter into a contract with the City. Failure of a contractor to enter into a contract within ten (10) days following award will cause the bid guarantee to be forfeited. If the bid guarantee is a Cashier's Check it must be delivered to City Hall prior to the bid opening date and time. The Cashier's Check shall be sealed in an envelope, endorsed as follows: CITY-1444 - BALDWIN PARK BOULEVARD AND AMAR ROAD GUARDRAIL AND INTERSECTION IMPROVEMENT, City Administrative Offices, 15625 E. Stafford Street, Suite 100, City of Industry, California 91744. If a bid bond is chosen, a scanned PDF will be accepted through PlanetBids™, however, the three apparent low bidders will be contacted to submit the original bid bond to the City and will be given a deadline to submit.

The City may, upon refusal or failure of a successful responsible bidder to accept the contract, award it to the next lowest bidder. If the City awards the contract to the second lowest bidder, the amount of the lowest bidder's bid guarantee shall be applied by the City to the difference between the low bid and the second lowest bid; the surplus, if any, shall be returned to the lowest bidder if cash is used, or to the surety company if a bond is used.

The successful bidder will be required to furnish a labor and materials bond in an amount equal to one hundred percent (100%) of the contract price and a faithful performance bond in an amount equal to one hundred percent (100%) of the contract price. A maintenance bond equal to ten percent (10%) of the total bid price amount is to remain in force for one (1) year after the date of completion of work, shall be submitted prior to execution of contract. The above bonds shall be secured by a surety company satisfactory to the City, and licensed as a Surety Insurer in the State of California and rated at least B+:V in the latest "Best's Insurance Guide." The attached bond forms shall be used without exception.

CONTRACTOR

INSURANCE

Prior to the beginning of and throughout the duration of the Project, Contractor and its subcontractors shall maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to Contractor or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to the City.

Contractor shall provide the following types and amounts of insurance:

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

General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$5,000,000 per occurrence, \$10,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$5,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

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

Umbrella or Excess Liability Insurance. Contractor shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for Contractor's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees.

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

Pollution Liability Insurance. Environmental Impairment Liability Insurance shall be written on a Contractor's Pollution Liability form or other form acceptable to the City providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Completed Operations Coverage. Products/completed operations coverage shall extend a minimum of ten years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded

from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The City, its officials, officers, agents, and employees, shall be included as insureds under the policy.

Builder's Risk Insurance. Upon commencement of construction and with approval of City, Contractor shall obtain and maintain builder's risk insurance for the entire duration of the Project until only the City has an insurable interest. The Builder's Risk coverage shall include the coverages as specified below.

The named insureds shall be Contractor and City, including its officers, officials, employees, and agents. All Subcontractors (excluding those solely responsible for design work) of any tier and suppliers shall be included as additional insureds as their interests may appear. Contractor shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to the City. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the City. The City will act as a fiduciary for all other interests in the Project.

A Policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. The Policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sublimits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Project site or any staging area. Such insurance shall be on a form acceptable to the City to ensure adequacy of terms and sublimits and shall be submitted to the City prior to commencement of construction.

Other provisions or requirements:

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

Duration of Coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Contractor, his agents, representatives, employees or subcontractors. Contractor must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. The City and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

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

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

Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's risk manager.

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

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

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

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

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

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

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

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

City's Right to Revise Requirements. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor a ninety (90)-day advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

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

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

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

EXPERIENCE AND SAFETY

The successful bidder may be required to submit a statement attesting to its financial responsibility, technical ability, experience, and safety record.

PREVAILING WAGES

Wage rates for this Project shall be in accordance with the "General Wage Determination Made By the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1 ", for Los Angeles County. Wage rates shall conform to those on file at City Hall and the Project site.

The following Labor Code sections are hereby referenced and made a part of this Agreement:

Section 1775, Penalty for Failure to Comply with Prevailing Wage Rates.

Section 1777.4, Apprenticeship Requirements.

Section 1777.5, Apprenticeship Requirements.

Section 1813, Penalty for Failure to Pay Overtime.

Section 1810 and 1811, Working Hour Restrictions.

Section 1775, Payroll Records.

Section 1773.8, Travel and Subsistence Pay.

CONTRACTOR REGISTRATION PROGRAM

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. Please note: It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. Any bids submitted without proof that bidder and any listed subcontractor(s) are currently registered and qualified to perform public work, pursuant to Labor Code Section 1725.5, may not be accepted by the City.

LABOR COMPLIANCE MONITORING AND ENFORCEMENT

The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (California Labor Code Section 1771.4).

AGREEMENT

When the award of a contract is made to a corporation, the Agreement must be signed by the Secretary/Treasurer of the corporation in addition to the signature of the President/Vice President, or the public agency needs to receive a copy of a resolution adopted by the Board of Directors of the corporation indicating that the party executing the contract has the authority to bind the corporation.

SURETY BONDS

All surety bonds issued in connection with projects for public works must be accompanied by a power of attorney from the surety company authorizing the person executing the bond to sign on behalf of the company. The power of attorney and the bonds must be executed by the same person, and such signatures shall be notarized.

By the order of the **CITY OF INDUSTRY** dated **September 28, 2017**.

Diane M. Schlichting, Chief Deputy City Clerk

EXHIBIT D

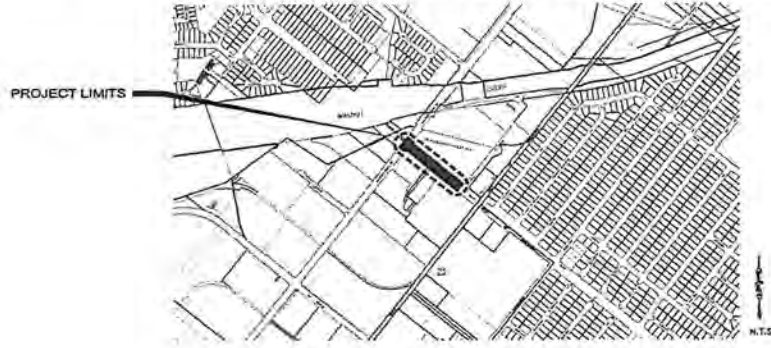
Reduced Set of Project Plans

[Attached]

GENERAL NOTES

- UNLESS OTHERWISE NOTED, ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, CURRENT EDITION WITH ALL CURRENT SUPPLEMENTS, PUBLISHED BY BUREAU OF PUBLIC WORKS, LOCATED AT 3555 OVERLAND AVE., LOS ANGELES AND APPROPRIATE STANDARD DRAWINGS.
- PRIOR TO BEGINNING OF ANY WORK, THE CONTRACTOR SHALL OBTAIN A PERMIT FROM THE CITY OF INDUSTRY, ENGINEERING OFFICE, 256 N. HACIENDA BLVD., SUITE 222, CITY OF INDUSTRY CA 91744, (951) 533-0314.
- ALL WORK COVERED BY THIS PLAN SHALL BE INSPECTED BY THE CITY ENGINEER. REQUEST FOR INSPECTION SERVICE SHALL BE MADE 24 HOURS IN ADVANCE AT (918) 330-0356.
- STREET IMPROVEMENT CONSTRUCTION SHALL BE DONE ACCORDING TO THE STANDARD PLANS OF THE CITY OF INDUSTRY, AVAILABLE AT THE ENGINEERING OFFICE OF THE CITY ENGINEER AT 256 N. HACIENDA BLVD., SUITE 222, CITY OF INDUSTRY, CA 91744.
- WORK IN EXISTING STREETS SHALL BE COMPLETED AS SOON AS POSSIBLE TO MINIMIZE INTERFERENCE TO ADJACENT PROPERTY OWNERS AND THE TRAVELING PUBLIC. FAILURE TO COMPLY WITH THIS REQUIREMENT IS A VIOLATION OF CITY ORDINANCE.
- THE CONTRACTOR SHALL NOTIFY THE LOS ANGELES COUNTY FIRE DEPARTMENT (918) 863-3477 AND THE LOS ANGELES SHERIFF DEPARTMENT (918) 330-3322 AT THE CITY OF INDUSTRY SUBSTATION AT LEAST 48 HOURS PRIOR TO START OF WORK.
- 24 HOURS PRIOR TO ANY STREET WORK, THE CONTRACTOR SHALL CALL THE UNDERGROUND SERVICE ALERT AT 1 (800) 423-4133 AND OBTAIN AN INDUSTRY IDENTIFICATION NUMBER.
- THE OPTION OF USING ROAD IN LIEU OF CRUSHED AGGREGATE BASE FOR ANY STREET IMPROVEMENT IS NOT ALLOWED. "CLASS 2 AGGREGATE BASE" MEETING THE GRADING AND QUALITY REQUIREMENTS OF CALTRANS STANDARD SPECIFICATION SECTION 36-1.02B, AND INSTALLED PER CALTRANS STANDARD SPECIFICATION SECTION 36-1.02C MAY BE USED IN LIEU OF CRUSHED AGGREGATE BASE. EXISTING CONCRETE IMPROVEMENTS AND ASPHALT CONCRETE PAVEMENT.
- SHALL BE SAW CUT, FULL DEPTH, TO A TRUE LINE WHERE NEW CONCRETE OR ASPHALT IS TO BE ADJ.
- ALL MANHOLES SHALL BE ADJUSTED TO FINISHED GRADE IN ACCORDANCE WITH SECTION 301-1.6 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
- THE CONTRACTOR SHALL PROTECT AND RESTORE EXISTING UTILITIES AND IMPROVEMENTS AS PER SECTION 5-1, 5-2, AND 7A OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL UTILITIES OF EVERY NATURE, WHETHER SHOWN HEREON OR NOT, TO PROTECT THEM FROM DAMAGE. THE CONTRACTOR SHALL BEAR THE TOTAL COST OF REPAIR OR REPLACEMENT OF SAID UTILITIES DAMAGED BY OPERATIONS IN CONNECTION WITH THE PROCEEDING OF THE WORK.
- THE FOLLOWING IS A LIST OF THE UTILITY COMPANIES AND THE PERSONS TO CONTACT REGARDING THE RESPECTIVE UTILITIES WITHIN THE LIMITS OF THIS PROJECT:
 - AMISH ASBLENKOWA (909) 464-6209
FRONTIER COMMUNICATION
 - HECTOR HERMANDEZ (951) 448-9163
SAN GABRIEL VALLEY WATER CO.
 - GABRIEL DAVALOS (714) 634-2046
SD. CALIFORNIA GAS COMPANY (DET/IN/UT/CH)
 - MR. JOE ZAVALA (909) 652-3729
SOUTHERN CALIFORNIA Edison (CITY OF INDUSTRY)
 - MIGUEL FLORES (909) 394-2616
SOUTHERN CALIFORNIA Edison
 - DEBORAH PATRICK (951) 658-4883
LACONIN STORM DRAIN DESIGN
 - LOUIS GURDICH (951) 638-9511
CHARTER COMMUNICATIONS
- ANY CONTRACTOR OR SUBCONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL FAMILIARIZE HIMSELF WITH THE SITE AND SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES RESULTING DIRECTLY OR INDIRECTLY FROM HIS OPERATIONS, WHETHER OR NOT SUCH FACILITIES ARE SHOWN ON THESE PLANS.

CITY OF INDUSTRY IMPROVEMENT PROJECT NO. 444 BALDWIN PARK BOULEVARD AND AMAR ROAD GUARDRAIL AND INTERSECTION IMPROVEMENT CONTRACT NO. CITY-1444



VICINITY MAP
NOT TO SCALE

INDEX OF DRAWINGS

SHEET NO.	DESCRIPTION
1 of 5	TITLE SHEET, VICINITY AND CONSTRUCTION NOTES, SYMBOLS & LEGEND, GENERAL NOTES, NOTICE TO CONTRACTOR, ABBREVIATIONS, INDEX OF DRAWING.
2 of 5	TYPICAL SECTION AND DETAILS
3 of 5	STREET IMPROVEMENT PLAN
4 of 5	SIGNING AND STRIPING PLAN
5 of 5	TRAFFIC SIGNAL IDENTIFICATION PLAN

SYMBOLS AND LEGEND

CITY OF INDUSTRY BENCHMARK

BM NUMBER	DESCRIPTION
IND423	NCE TAG #228 IN E CB OF BALDWIN PARK BLVD 1.8 FT NORTH OF CGA 23 FT 8.0 CA, & 77 FT 8.0 CLN OF AMAR ROAD

SPRINK 2015 EDITION

PLAN NO.	DESCRIPTION
120-2	MEDIAN CURB
180-3	MEDIAN TAVER
141-3	MEDIAN FLARE

STATE OF CALIFORNIA 2016 EDITION

ASPA-2016	STRIPING
AP75.2	METAL BEAM GUARD RAIL
RS-182	SIGNING

ABBREVIATIONS:

AC	ASPHALT CONCRETE	CP	LOW POINT	SCS	SOUTHERN CALIFORNIA Edison
BC	REGN CURVE	DC	MOUSE OF CURVE	SGWC	SAN GABRIEL VALLEY WATER CO.
BK	BEHIND OF CURB RETURN	DO	ORIGINAL GROUND	SM	SEWER
BVC	BEGINNING OF VERTICAL CURVE	OC	ON CENTER	SR	STREET
BW	BACK OF WALL	DPWFL	OVERHEAD POWER OF PHONE LINES	SRF	STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION
CB	CRUSHED AGGREGATE BASE	DMG	OVERHEAD 12KV POWER LINES	ST	CITY OF INDUSTRY WATER WERKS SYSTEM
CC	CATCH BASIN	DMV	OVERHEAD VEREON PHONES LINES	TR	TRAMWAY
CD	CURB AND GUTTER	CHZ	PORTLAND CEMENT CONCRETE	TRMS	TRIMMING
CL	CENTER LINE	PCC	POINT ON CURVE	UCV	UNION CHECK VALVE
CLF	CHAIN LINK FENCE	PIC	POINT ON REVERSAL CURVE		
CSM	CHAIN LINK FENCE	PC	POINT ON REVERSAL CURVE		
EC	END CURVE	R/W	RIGHT OF WAY		
ECR	END OF CURB RETURN	STA	STATION		
EVG	EDGE OF VERTICAL CURVE	TE	TOP OF CURB		
ED	EDGE OF CUTTER	TO	TOP OF DRIVE		
ECC	EXCAVATION	WB	WROUGHT IRON		
FG	FRESHED GRADE	RCF	REINFORCED CONCRETE PIPE		
FL	FLOWLINE	EX	EXISTING		
FS	FRESHED SURFACE	TS	TRAFFIC SIGNAL		

SYMBOLS AND LEGEND

⊕	EXIST POWER POLE	⊖	STREET R/W
⊖	EXIST DUTY WIRE	⊖	EXIST TREE
⊖	EXIST PULL BOX	⊖	EXIST GAS LINE
⊖	EXIST CATCH BASIN	⊖	EXIST SEWER LINE
⊖	EXIST FUEL METER	⊖	EXIST WATER LINE
⊖	EXIST WATER VALVE	⊖	EXIST STORM-DRAIN LINE
⊖	EXIST TELEPHONE MANHOLE	⊖	EXIST TELEPHONE LINE
⊖	EXIST SUPER MANHOLE	⊖	EXIST CHAIN LINK FENCE
⊖	EXIST CHAIN MANHOLE EXIST	⊖	PROPOSED DRIVEWAY
⊖	LIGHTNING WELL	⊖	PROPOSED PROPERTY ACQUISITION
⊖	EXIST DRIVEWAY	⊖	PROPOSED STREET LIGHT COLUMN
⊖	EXIST CURB AND GUTTER		
⊖	EXIST SIGN		

NOTICE TO CONTRACTOR

APPROVAL OF THIS PLAN BY THE ENGINEER AND CITY ENGINEER DOES NOT CONSTITUTE A REPRESENTATION AS TO THE ACCURACY OF THE LOCATION OR THE EXISTENCE OR NON-EXISTENCE OF ANY UNDERGROUND UTILITY PIPE OR STRUCTURE WITHIN THE LIMITS OF THIS PROJECT. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH



Know what's below.
Call 811 before you dig.

ATTENTION
ALL UTILITIES SHOWN ON THIS PLAN ARE BASED ON AVAILABLE RECORDS. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ALL EXISTING UTILITIES DURING CONSTRUCTION AND TO AVOID DAMAGING EXISTING UTILITIES DURING EXCAVATION.

FOR UNDERGROUND SERVICE ALERT CALL: 811

NO.	DATE	REVISIONS	DR. BY



CITY OF INDUSTRY

INCORPORATED JUNE 18, 1937

P.O. Box 3366, City of Industry, California 91744
Administrative Offices: 15825 E. Stafford Street
(951) 333-2211

Plans Prepared by:
JMD
JAMES M. DUNN, P.E.
Professional Engineer
No. 10000
City of Industry, California
91744
Date: 9/16/17



CITY-1444

CITY OF INDUSTRY

BALDWIN PARK BOULEVARD AND AMAR ROAD GUARDRAIL AND INTERSECTION IMPROVEMENTS

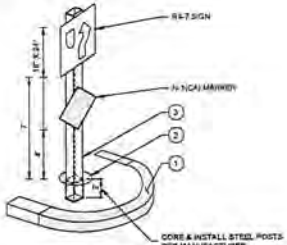
TITLE SHEET

APPROVED: *[Signature]* 9/16/17
SEAL: *[Seal]* DATE: 9/19/17

DESIGNED BY: JMD
CHECKED BY: JMD
DATE: 9/16/17

JOB NO.: CITY-1444
SHT. 1 OF 5

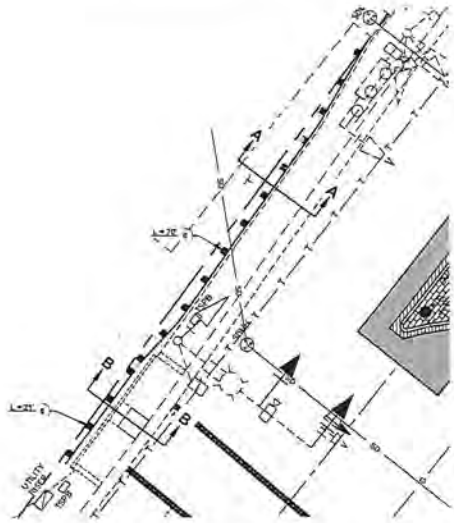
BALDWIN PARK BOULEVARD AND AMAR ROAD GUARDRAIL AND INTERSECTION IMPROVEMENTS
CONTRACT NO. CITY-1444



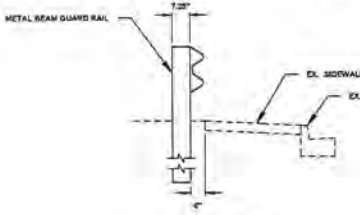
MEDIAN NOSE DETAIL
N.T.S.

NOTES:

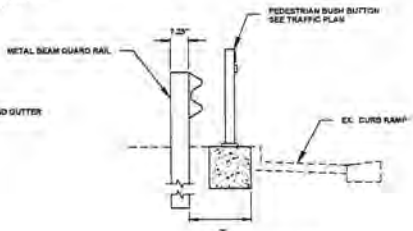
- ① INSTALL HIGH REFLECTIVITY YELLOW PAINT ON CURB FACE. EXTEND PAINT ON MEDIAN NOSE.
- ② CORE 4" DIAMETER HOLE AND GROUT AFTER POST INSTALLATION.
- ③ SQUARE STEEL TUBING WITH BREAK-AWAY BASE, UNISTRUT OR APPROVED EQUAL.



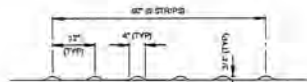
GUARD RAIL DETAIL
N.T.S.



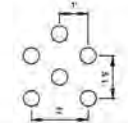
SECTION A-A
N.T.S.



SECTION B-B
N.T.S.



CERAMIC MARKER SECTION
N.T.S.



CERAMIC MARKER DETAIL
N.T.S.



CITY-1444	
CITY OF INDUSTRY	
APPROVED BY:	DATE:
DESIGNED BY:	DATE:
BALDWIN PARK BOULEVARD AND AMAR ROAD GUARDRAIL AND INTERSECTION IMPROVEMENTS	
TYPICAL SECTIONS AND DETAILS	
DESIGNED BY: J.M.D.	DATE:
DRAWN BY: C.W.P.	DATE:
JOB NO.: CITY-1444	SHT. 2 OF 5



ATTENTION
ALL UTILITIES SHOWN ON THIS PLAN ARE BASED ON AVAILABLE RECORDS. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ALL EXISTING UTILITIES DURING CONSTRUCTION AND TO AVOID DAMAGING EXISTING UTILITIES DURING EXCAVATION.
FOR UNDERGROUND SERVICE ALERT CALL: 811

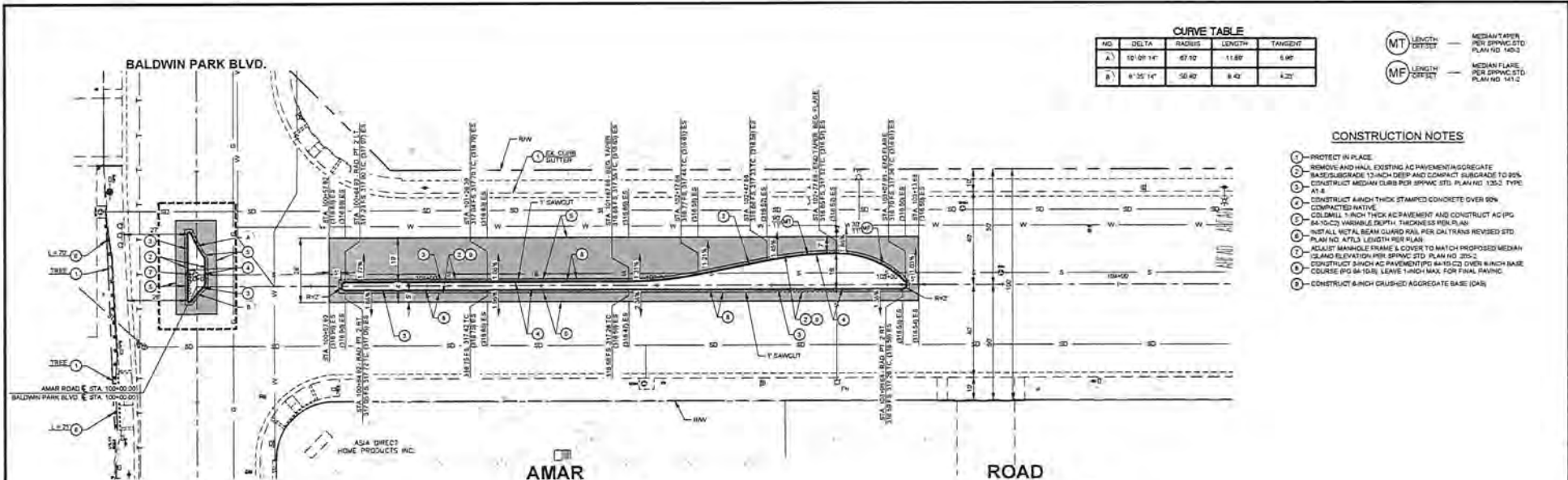
NO.	DATE	REVISIONS	CHK. BY



CITY OF INDUSTRY
INCORPORATED APRIL 18, 1957
P.O. Box 3366, City of Industry, California 91744
Administrative Offices: 10025 E. Stafford Street
(626) 333-2211

Plans Prepared by:
JMD
Professional Engineer
No. 50813
State of California

BALDWIN PARK BOULEVARD AND AMAR ROAD GUARDRAIL AND INTERSECTION IMPROVEMENTS
CONTRACT NO. CITY-1444



CURVE TABLE				
NO.	DELTA	RADIUS	LENGTH	TANGENT
A.	101°09'14"	67.10	11.89	5.98
B.	8°35'14"	50.42	8.42	4.21

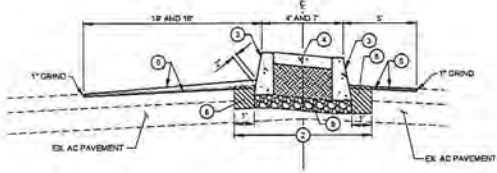


CONSTRUCTION NOTES

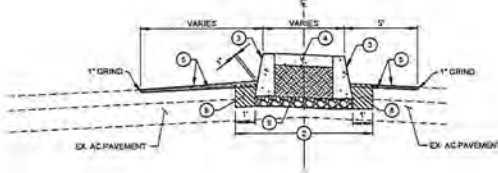
- 1 PROTECT IN PLACE
- 2 REMOVE AND HALL EXISTING AC PAVEMENT/AGGREGATE BASE/SUBGRADE 13-INCH DEEP AND COMPACT SUBGRADE TO 95% CONSTRUCT MEDIAN CURB PER SPRAC STD. PLAN NO. 1353 TYPE A1-6
- 3 CONSTRUCT 8-INCH THICK STAMPED CONCRETE OVER 90% COMPACTED NATIVE
- 4 COLUMN 1-INCH THICK AC PAVEMENT AND CONSTRUCT AC PG 84-10(C) VARIABLE DEPTH THICKNESS PER PLAN
- 5 INSTALL NOTAL BEAM GUARD RAIL PER CALTRANS REVISED STD. PLAN NO. AT73 LENGTH PER PLAN
- 6 ADJUST MANHOLE FRAME & COVER TO MATCH PROPOSED MEDIAN ISLAND ELEVATION PER SPRAC STD. PLAN NO. 205-2
- 7 CONSTRUCT 3-INCH AC PAVEMENT PG 84-10(C) OVER 8-INCH BASE COURSE (PG 84-10(B) LEAVE 1-INCH MAX. FOR FINAL FINISH)
- 8 CONSTRUCT 4-INCH CRUSHED AGGREGATE BASE (DAR)

AMAR ROAD

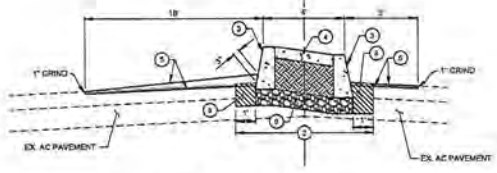
ROAD



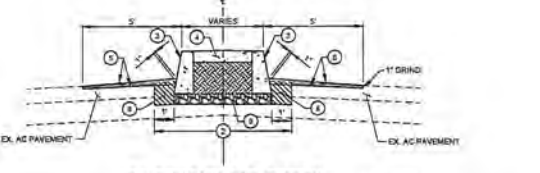
AMAR ROAD SECTION
STA. 100+64.92 & STA. 102+17.86
N.T.S.



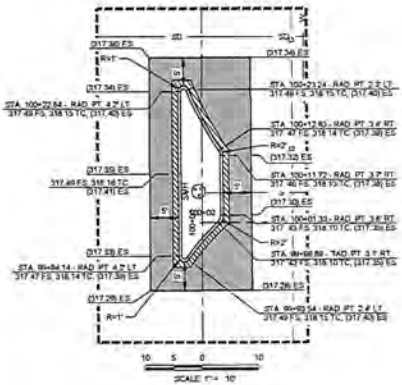
AMAR ROAD SECTION
FROM STA. 102+47.86 TO STA. 103+07.93
N.T.S.



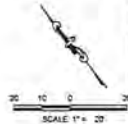
AMAR ROAD SECTION
FROM STA. 101+26.38 TO STA. 101+67.86
N.T.S.



BALDWIN PARK BLVD. SECTION
N.T.S.



SCALE 1" = 10'



811
Know what's below.
Call 811 before you dig.

ATTENTION
ALL UTILITIES SHOWN ON THIS PLAN ARE BASED ON AVAILABLE RECORDS. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ALL EXISTING UTILITIES DURING CONSTRUCTION AND TO AVOID DAMAGING EXISTING UTILITIES DURING EXCAVATION.

FOR UNDERGROUND SERVICE ALERT CALL: 811

NO.	DATE	REVISIONS	EX. BY

CITY OF INDUSTRY
INCORPORATED JUNE 16, 1957

P.O. Box 3366, City of Industry, California 91744
Administrative Offices: 13625 E. Stafford Street
(626) 333-2211

Plans Prepared by
JMD
Professional Engineer
No. 50811
City of Industry, California

CITY OF INDUSTRY
CITY-1444

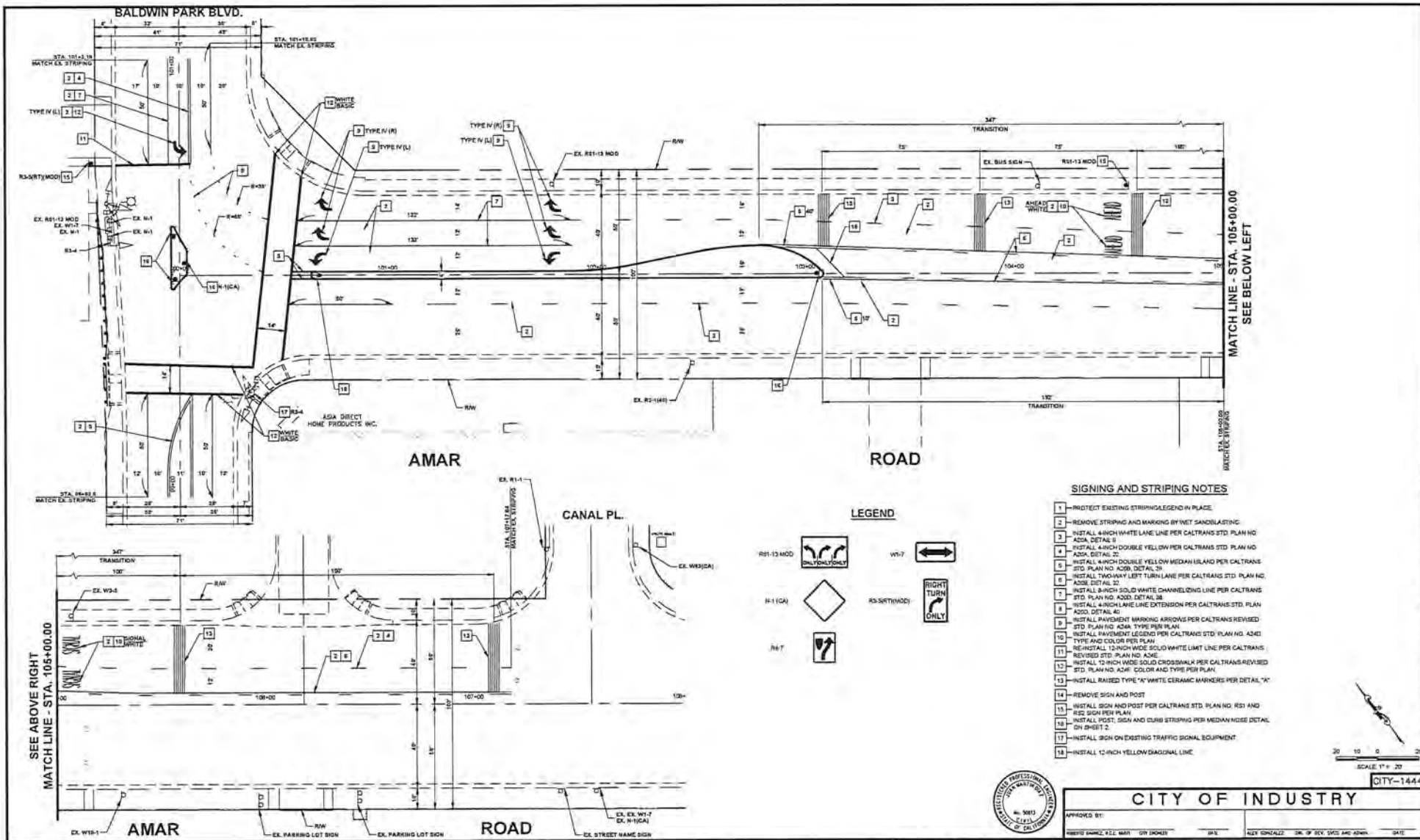
APPROVED BY: _____ DATE: _____
FORWARDED BY: _____ DATE: _____

BALDWIN PARK BOULEVARD AND AMAR ROAD GUARDRAIL AND INTERSECTION IMPROVEMENTS

STREET IMPROVEMENT PLAN

DRAWN BY: A.L. CHECKED BY: J.M.D. JOB NO.: CITY-1444 SHEET 3 OF 5
DATE: _____

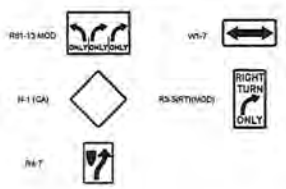
BALDWIN PARK BOULEVARD AND AMAR ROAD GUARDRAIL AND INTERSECTION IMPROVEMENTS
CONTRACT NO. CITY-1444



SIGNING AND STRIPING NOTES

- 1 - PROTECT EXISTING STRIPING/LEGEND IN PLACE
- 2 - REMOVE STRIPING AND MARKING BY WET SANDBLASTING
- 3 - INSTALL 4 INCH WHITE LANE LINE PER CALTRANS STD. PLAN NO. A34A, DETAIL 3
- 4 - INSTALL 4 INCH DOUBLE YELLOW PER CALTRANS STD. PLAN NO. A34A, DETAIL 32
- 5 - INSTALL 4 INCH DOUBLE YELLOW MEDIAN ISLAND PER CALTRANS STD. PLAN NO. A30B, DETAIL 39
- 6 - INSTALL TWO-WAY LEFT TURN LANE PER CALTRANS STD. PLAN NO. A34E, DETAIL 32
- 7 - INSTALL 8 INCH SOLID WHITE CHANNELING LINE PER CALTRANS STD. PLAN NO. A34D, DETAIL 38
- 8 - INSTALL 4 INCH LANE LINE EXTENSION PER CALTRANS STD. PLAN A34D, DETAIL 40
- 9 - INSTALL PAVEMENT MARKING ARROWS PER CALTRANS REVISED STD. PLAN NO. A34A TYPE PER PLAN
- 10 - INSTALL PAVEMENT LEGEND PER CALTRANS STD. PLAN NO. A34D TYPE AND COLOR PER PLAN
- 11 - INSTALL 12 INCH WIDE SOLID WHITE LIMIT LINE PER CALTRANS REVISED STD. PLAN NO. A34E
- 12 - INSTALL 12 INCH WIDE SOLID CROSSWALK PER CALTRANS REVISED STD. PLAN NO. A34E COLOR AND TYPE PER PLAN
- 13 - INSTALL RAISED TYPE "A" WHITE CERAMIC MARKERS PER DETAIL "A"
- 14 - REMOVE SIGN AND POST
- 15 - INSTALL SIGN AND POST PER CALTRANS STD. PLAN NO. R21 AND R22 SIGN PER PLAN
- 16 - INSTALL POST, SIGN AND CURB STRIPING PER MEDIAN NOSE DETAIL ON SHEET 2
- 17 - INSTALL SIGN ON EXISTING TRAFFIC SIGNAL EQUIPMENT
- 18 - INSTALL 12 INCH YELLOW DIAGONAL LINE

LEGEND



SEE ABOVE RIGHT
MATCH LINE - STA. 105+00.00

MATCH LINE - STA. 105+00.00
SEE BELOW LEFT



ATTENTION
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FOR UNDERGROUND SERVICE ALERT CALL: 811

NO.	DATE	REVISIONS	BY



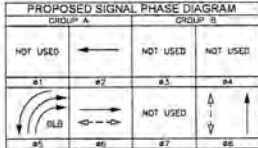
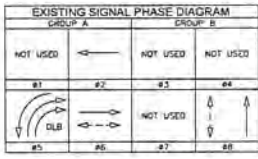
CITY OF INDUSTRY
INCORPORATED JUNE 18, 1957
P.O. Box 3568, City of Industry, California 91744
Administrative Offices: 12625 E. Stafford Street
(626) 333-2211

Plans Prepared by
JMD
Professional Engineer
No. 90813
(C.P.S.)
State of California
Professional Seal



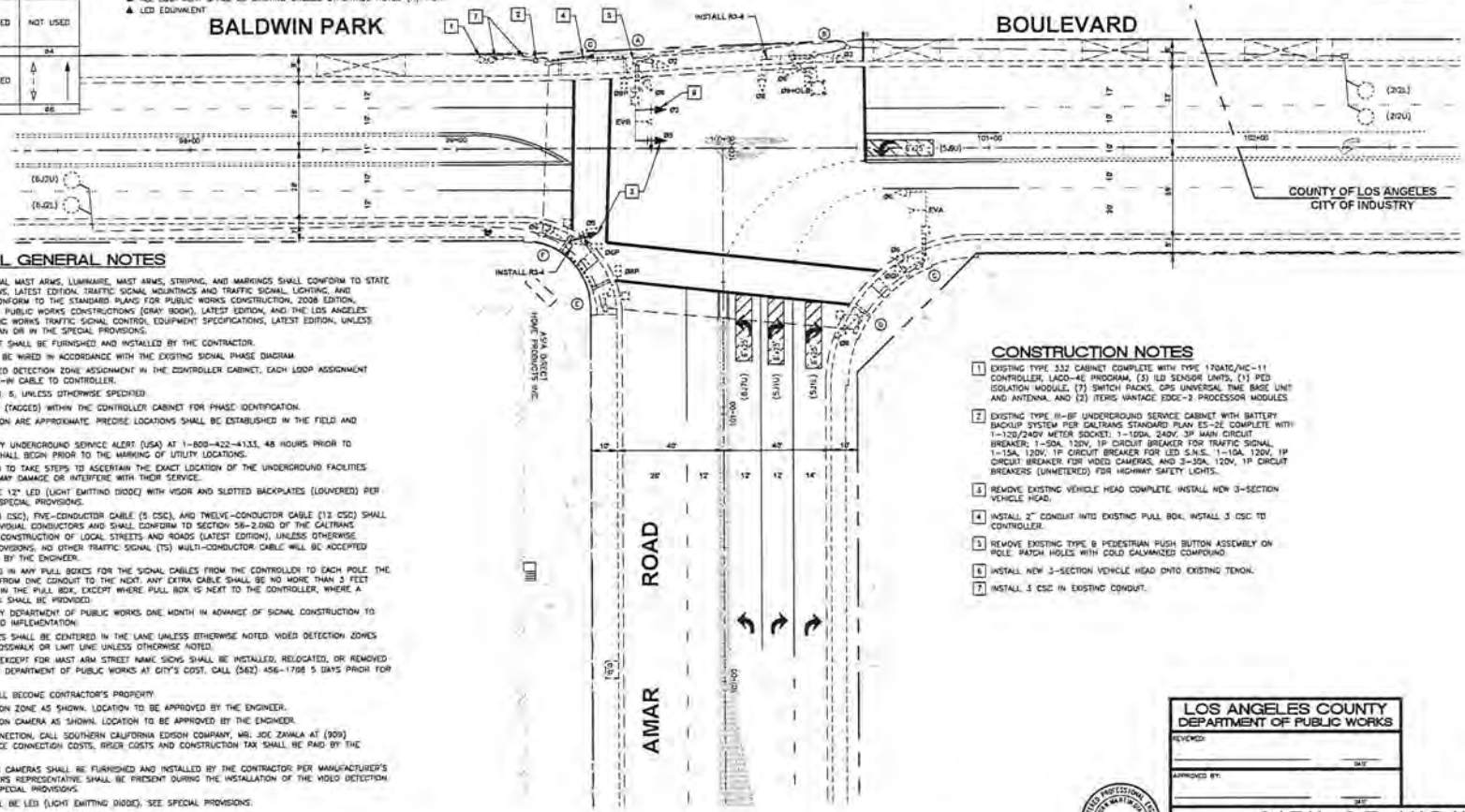
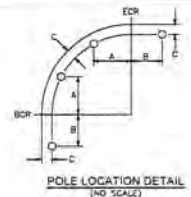
CITY OF INDUSTRY			
APPROVED BY:	DATE:	CITY-1444	
RENEE BARNZ, P.E., M.A.S.T. CIV. ENGINEER	04/16/2024	KEY: GONZALEZ, D.K. CIV. ENGR. AND ADMIN.	DATE:
BALDWIN PARK BOULEVARD AND AMAR ROAD GUARDRAIL AND INTERSECTION IMPROVEMENTS			
SIGNING AND STRIPING PLAN			
DRAWN BY: A.L.	CHECKED BY: J.M.D.	JOB NO.: CITY-1444	SHT. 4 OF 5
DATE:	DATE:		

BALDWIN PARK BOULEVARD AND AMAR ROAD GUARDRAIL AND INTERSECTION IMPROVEMENTS
CONTRACT NO. CITY-1444



POLE SCHEDULE												
POLE NO.	TYPE	HL	M.A.	LUMINAIRE	VEH. SEC. MFG. MOUNT	PED. SIG. MFG.	PRB	1/8" S.S. LEGEND	POLE LOC.	A	B	REMARKS
1	19-A-100	30'	30'	12'	250W MAS-SA	SV-2-TA	SP-1-T	-	Amar Rd	20'	-	SEE PLAN 4'
2	19-A-100	30'	20'	12'	250W MAS	SV-3-TA	-	-	Baldwin Park Blvd	20'	-	SEE PLAN 4'
3	19-A-100	30'	25'	12'	250W MAS	SV-1-T	SP-1-T	-	Amar Rd	20'	-	-
4	1575	24'	-	8'	250W -	SV-1-T	-	S N	-	28'	-	-
5	1575	30'	-	12'	250W -	SV-1-T	S N	-	-	10'	-	-
6	1575	30'	-	12'	250W -	SV-2-TA	SP-1-T	S E	-	17'	-	-
7	PPE (POST) 1"	14"	-	-	-	-	-	-	-	-	-	SEE PLAN 6.5'

▲ ALL EQUIPMENT SHALL BE EXISTING UNLESS OTHERWISE NOTED (N)=NEW
▲ LED EQUIPMENT



TRAFFIC SIGNAL GENERAL NOTES

- SIGNAL POLE STANDARDS, SIGNAL MAST ARMS, LUMINAIRE, MAST ARMS, STRIPING, AND MARKINGS SHALL CONFORM TO STATE OF CALIFORNIA STANDARD PLANS, LATEST EDITION, TRAFFIC SIGNAL MOUNTINGS AND TRAFFIC SIGNAL LIGHTING, AND ELECTRICAL SYSTEMS SHALL CONFORM TO THE STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION, 2008 EDITION, STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTIONS (GRAY BOOK), LATEST EDITION, AND THE LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS TRAFFIC SIGNAL CONTROL EQUIPMENT SPECIFICATIONS, LATEST EDITION, UNLESS OTHERWISE NOTED ON THE PLAN OR IN THE SPECIAL PROVISIONS.
- ALL MATERIALS AND EQUIPMENT SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR.
- ALL SIGNAL EQUIPMENT SHALL BE WIRED IN ACCORDANCE WITH THE EXISTING SIGNAL PHASE DIAGRAM.
- (XXXX) INDICATES A LOOP/VIDEO DETECTION ZONE ASSIGNMENT IN THE CONTROLLER CABINET, EACH LOOP ASSIGNMENT SHALL HAVE A SEPARATE LEAD-IN CABLE TO CONTROLLER.
- ALL BOXES SHALL BE SIZE NO. 6, UNLESS OTHERWISE SPECIFIED.
- ALL WIRING SHALL BE MARKED (TAGGED) WITHIN THE CONTROLLER CABINET FOR PHASE IDENTIFICATION.
- POLE LOCATIONS SHOWN HEREON ARE APPROXIMATE. PRECISE LOCATIONS SHALL BE ESTABLISHED IN THE FIELD AND VERIFIED BY THE ENGINEER.
- THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (USA) AT 1-800-422-4133, 48 HOURS PRIOR TO EXCAVATION. NO EXCAVATION SHALL BEGIN PRIOR TO THE MARKING OF UTILITY LOCATIONS.
- THE CONTRACTOR IS REQUIRED TO TAKE STEPS TO ASCERTAIN THE EXACT LOCATION OF THE UNDERGROUND FACILITIES PRIOR TO DOING WORK THAT MAY DAMAGE OR INTERFERE WITH THEIR SERVICE.
- NEW VEHICLE HEADS SHALL BE 12" LED (LIGHT EMITTING DIODE) WITH VISOR AND SLITTED BACKPLATES (LOANERED) PER COUNTY SPECIFICATIONS. SEE SPECIAL PROVISIONS.
- THREE-CONDUCTOR CABLES (3 CSC), FIVE-CONDUCTOR CABLE (5 CSC), AND TWELVE-CONDUCTOR CABLE (12 CSC) SHALL BE INSTALLED IN LIEU OF INDIVIDUAL CONDUCTORS AND SHALL CONFORM TO SECTION 38-2.020 OF THE CALTRANS STANDARD SPECIFICATIONS FOR CONSTRUCTION OF LOCAL STREETS AND ROADS (LATEST EDITION), UNLESS OTHERWISE SPECIFIED IN THE SPECIAL PROVISIONS. NO OTHER TRAFFIC SIGNAL (TS) MULTI-CONDUCTOR CABLE WILL BE ACCEPTED UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- NO SPLICING WILL BE ALLOWED IN ANY PULL BOXES FOR THE SIGNAL CABLES FROM THE CONTROLLER TO EACH POLE. THE CABLE SHALL FEED DIRECTLY FROM ONE CONDUIT TO THE NEXT. ANY EXTRA CABLE SHALL BE NO MORE THAN 3 FEET LONG, AND SHALL BE COILED IN THE PULL BOX, EXCEPT WHERE PULL BOX IS NEXT TO THE CONTROLLER, WHERE A MINIMUM OF 3 FEET OF SLACK SHALL BE PROVIDED.
- CONTACT LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS ONE MONTH IN ADVANCE OF SIGNAL CONSTRUCTION TO COORDINATE SIGNAL TIMING AND IMPLEMENTATION.
- LOOPS/VIDEO DETECTION ZONES SHALL BE CENTERED IN THE LANE UNLESS OTHERWISE NOTED VIDEO DETECTION ZONES SHALL BE PLACED AT THE CROSSWALK OR LANE LINE UNLESS OTHERWISE NOTED.
- ALL SIGNING SHOWN HEREON EXCEPT FOR MAST ARM STREET NAME SIGNS SHALL BE INSTALLED, RELOCATED, OR REMOVED BY THE LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS AT CITY'S COST. CALL (562) 456-1708 5 DAYS PRIOR FOR COORDINATION.
- ALL SALVAGED MATERIALS SHALL BECOME CONTRACTOR'S PROPERTY.
- ZZZ INDICATES VIDEO DETECTION ZONE AS SHOWN. LOCATION TO BE APPROVED BY THE ENGINEER.
- XX INDICATES VIDEO DETECTION CAMERA AS SHOWN. LOCATION TO BE APPROVED BY THE ENGINEER.
- FOR ELECTRICAL SERVICE CONNECTION, CALL SOUTHERN CALIFORNIA Edison COMPANY, WR. JOC ZAKALA AT (909) 592-3728. APPLICABLE SERVICE CONNECTION COSTS, RISER COSTS AND CONSTRUCTION TAX SHALL BE PAID BY THE CONTRACTOR.
- VIDEO DETECTION SYSTEM AND CAMERAS SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR PER MANUFACTURER'S SPECIFICATIONS. MANUFACTURER'S REPRESENTATIVE SHALL BE PRESENT DURING THE INSTALLATION OF THE VIDEO DETECTION SYSTEM AND CAMERAS. SEE SPECIAL PROVISIONS.
- NEW PEDESTRIAN HEADS SHALL BE LED (LIGHT EMITTING DIODE). SEE SPECIAL PROVISIONS.
- TWO PAIR DLC CABLE SHALL BE USED FOR ALL LOOPS.
- THIS PLAN ACCURATE FOR TRAFFIC SIGNAL WORK ONLY.
- THE CONTRACTOR SHALL REMOVE ALL PULL BOXES NOT IN SERVICE AND RECONSTRUCT PAVEMENT IN-RIDE.

CONSTRUCTION NOTES

- EXISTING TYPE 332 CABINET COMPLETE WITH TYPE 17040/HIC-11 CONTROLLER, LAGO-4E PROHAMA, (3) LED SENSOR UNITS, (1) PED ISOLATION MODULE, (7) SWITCH FRACS, ONE UNIVERSAL TIME BASE UNIT AND ANTENNA AND (2) ITERS VANTAGE EDGE-2 PROCESSOR MODULES
- EXISTING TYPE III-BF UNDERGROUND SERVICE CABINET WITH BATTERY BACKUP SYSTEM PER CALTRANS STANDARD PLAN ES-2E COMPLETE WITH 1-120/240V METER SOCKET, 1-120V, 240V, 3P MAIN CIRCUIT BREAKER, 1-30A, 120V, 1P CIRCUIT BREAKER FOR TRAFFIC SIGNAL, 1-15A, 120V, 1P CIRCUIT BREAKER FOR LED S.A.S., 1-10A, 120V, 1P CIRCUIT BREAKER FOR VIDEO CAMERAS, AND 3-30A, 120V, 1P CIRCUIT BREAKERS (UNMETERED) FOR HIGHWAY SAFETY LIGHTS.
- REMOVE EXISTING VEHICLE HEAD COMPLETE. INSTALL NEW 3-SECTION VEHICLE HEAD.
- INSTALL 2" CONDUIT INTO EXISTING PULL BOX. INSTALL 3 CSC TO CONTROLLER.
- REMOVE EXISTING TYPE B PEDESTRIAN PUSH BUTTON ASSEMBLY ON POLE. PATCH HOLES WITH COLO SALVANIZED COMPOUND.
- INSTALL NEW 3-SECTION VEHICLE HEAD ONTO EXISTING TEMON.
- INSTALL 3 CSC IN EXISTING CONDUIT.

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

REVIEWED: _____ DATE: _____
 APPROVED BY: _____ DATE: _____

CITY OF INDUSTRY

APPROVED BY: _____ DATE: _____
 SHERIDAN WARE, KYLE BEAR, STEVE CHICKER, DATE: _____ ALEX GONZALEZ, CHM. OF SEX. ENGS. AND ADMIN., DATE: _____

BALDWIN PARK BOULEVARD AND AMAR ROAD GUARDRAIL AND INTERSECTION IMPROVEMENTS

TRAFFIC SIGNAL MODIFICATION PLAN

DESIGNED BY: A.K. CHECKED BY: J.M.K. JOB NO.: CITY-1444 SHT. 5 OF 5
 DRAFTED BY: C.M.P. DATE: _____



ATTENTION
 ALL UTILITIES SHOWN ON THIS PLAN ARE BASED ON AVAILABLE RECORDS. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ALL EXISTING UTILITIES DURING CONSTRUCTION AND TO AVOID DAMAGING EXISTING UTILITIES DURING EXCAVATION.
 FOR UNDERGROUND SERVICE ALERT CALL: 811

NO.	DATE	REVISIONS	OK BY

CITY OF INDUSTRY

INCORPORATED JUNE 18, 1927
 P.O. Box 3368, City of Industry, California 91744
 Administrative Offices 15623 E. Stafford Street
 (626) 333-2211



Plans Prepared by:
J.M.K.
 Professional Engineer License No. 5810
 State of California
 UNDER THE SUPERVISION OF:
 Alex Gonzalez, ChM. of Sex. Engrs. and Admin.
 License No. 1444

BALDWIN PARK BOULEVARD AND AMAR ROAD GUARDRAIL AND INTERSECTION IMPROVEMENTS
 CONTRACT NO. CITY-1444

EXHIBIT E

Notice of Exemption

[Attached]

NOTICE OF EXEMPTION

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

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

Project Title: Baldwin Park Blvd. and Amar Road Guardrail and Intersection Improvements

Project Location - Specific: Intersection of Baldwin Park Blvd. and Amar Road

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

Description of Project: The scope of work consists of intersection and roadway safety improvements to include, but not limited to: Installing a median on Amar Road east of the Baldwin Park intersection, installing a median at the intersection, installing a guardrail behind sidewalk west of intersection, installing multiple rumble strips on Amar Road east of intersection, installing improved signing and striping; and changing traffic signal phasing to improve safety

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

Name of Person or Agency Carrying Out Project: City of Industry

Exempt Status: *(check one)*

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. *State type and section number:* 15301 Class 1 (c)
- Statutory Exemptions. *State code number:*

Reasons why project is exempt: Section 15301 Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The types of "existing facilities" itemized below are not intended to be all-inclusive of the types of projects which might fall within Class 1. The key consideration is whether the project involves negligible or no expansion of an existing use. Section (c) exempts Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety). This project involves "negligible" expansion of an existing use that includes adding medians, guardrails, signage, striping, signal phasing and rumble strips.

Lead Agency

Contact Person: Troy Helling

Telephone: (626)333-2211

Signature: _____

Date: 9-28-2017

Title: Planning and Safety Manager