



SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

REGULAR MEETING AGENDA
APRIL 26, 2018 8:30 A.M.

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

Addressing the Agency:

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

Americans with Disabilities Act:

- In compliance with the ADA, if you need special assistance to participate in any meeting (including assisted listening devices), please contact the Office of the Secretary to the Successor Agency (626) 333-2211. Notification of at least 72 hours prior to the meeting will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting.

Agendas and other writings:

- In compliance with Government Code Section 54957.5(b), staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 East Stafford Street, Suite 100, City of Industry, California, at the office of the Secretary of the Successor Agency during regular business hours, Monday through Friday, 9:00 a.m. to 5:00 p.m.

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

5. BOARD MATTERS

- 5.1 Consideration of expenditure in the amount of \$10,510,724.00 to Walnut Valley Water District (WVWD) for the installation of domestic and recycled water distribution systems for the west side of the Industry Business Center. The expenditure is identified in Line Item No. 205 of the Recognized Obligation Payment Schedule

RECOMMENDED ACTION: Approve the expenditure and authorize the issuance of a check in the amount of \$10,510,724.00.

- 5.2 Consideration of Change Order No. 7 for Contract No. GCD-0382, Baker Parkway Slope Landscape Maintenance Project, submitted by Marina Landscape Maintenance, Inc., and appropriate \$104,400.00 for an extension of the maintenance period through August 31, 2018

RECOMMENDED ACTION: Approve Change Order No. 7.

- 5.3 Consideration of Amendment No. 1 to Cooperative Agreement 07-5019 between the Successor Agency to the Industry Urban-Development Agency, and Caltrans for the SR-60 to SR-57 Confluence at Grand Avenue Westbound Off-ramp Project

RECOMMENDED ACTION: Approve the Amendment.

- 5.4 Consideration of Certificate of Completion between the Successor Agency to the Industry Urban-Development Agency and CT Parriott LLC for the east side of Parriott Place West

RECOMMENDED ACTION: Approve the Certificate of Completion.

- 5.5 Consideration of a License Agreement with the City of Industry Youth Athletic League to utilize the property located at 15660 Stafford Street as a Temporary Office Space

RECOMMENDED ACTION: Approve the License Agreement.

6. CLOSED SESSION

- 6.1 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Diamond Bar v. Oversight Board of the Successor Agency to the Industry Urban-Development Agency; Successor Agency to the Industry Urban-Development Agency; et al.
Superior Court of California, County of Sacramento

Case No. 34-2017-80002718-CU-WM-GDS

6.2 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1)

Case: City of Chino Hills v. Oversight Board of the Successor Agency to the Industry Urban-Development Agency; Successor Agency to the Industry Urban-Development Agency; et al.

Superior Court of California, County of Sacramento Case

No. 34-2017-80002719-CU-WM-GDS

6.3 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1)

Case: City of Diamond Bar v. City of Industry; City of Industry City Council; Successor Agency to the Industry Urban-Development Agency; Board of Directors of the Successor Agency to the Industry Urban-Development Agency; Oversight Board of the Successor Agency to the Industry Urban-Development Agency; et al

Superior Court of California, County of Los Angeles

Case No. BS171295

6.4 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1)

Case: City of Chino Hills v. City of Industry; City of Industry City Council; Successor Agency to the Industry Urban-Development Agency; Board of Directors of the Successor Agency to the Industry Urban-Development Agency; Oversight Board of the Successor Agency to the Industry Urban-Development Agency; et al.

Superior Court of California Superior Court, County of Los Angeles

Case No. BS171398

6.5 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1)

Case: City of Diamond Bar v. City of Industry; Successor Agency to the Industry Urban-Development Agency; Oversight Board of the Successor Agency to the Industry Urban-Development Agency; et al.

Superior Court of California, County of Los Angeles

Case No. BS173224

7. Adjournment. Next regular Successor Agency meeting will be on Thursday, May 24, 2018, at 8:30 a.m.

SUCCESSOR AGENCY

ITEM NO. 5.1



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

MEMORANDUM

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

FROM: Troy Helling, Acting Executive Director *TH*

STAFF: Clement N. Calvillo, President, CNC Engineering *CNC*
Joshua Nelson, Contract Agency Engineer, CNC Engineering *JN*
Sean Calvillo, Project Manager, CNC Engineering *SC*

DATE: April 26, 2018

SUBJECT: Consideration of an expenditure in the amount of \$10,510,724.00 to Walnut Valley Water District (WVWD) for the installation of domestic and recycled water distribution systems for the west side of the Industry Business Center. The expenditure is identified in Line Item No. 205 of the Recognized Obligation Payment Schedule (MP 99-31 #16)

Background:

Attached for your consideration is an invoice from the Walnut Valley Water District (WVWD) regarding the cost to construct three significant infrastructure projects for the Industry Business Center (IBC). The first is for the installation of the domestic and recycled water distribution systems for the entire west side of the IBC, the second is for the construction of a recycled water booster pump station and the third is for the construction and engineering design services for a recycled water reservoir in accordance with District Rules and Regulations. The total cost for this work is estimated at \$10,510,724.00 and includes the cost of construction as well as labor costs, some design services and all indirect costs associated with each item.

The water distribution system includes approximately 13,340 linear feet of 16-inch mainline with three blow-offs and three automatic air/vacuum assemblies for the domestic water infrastructure. The recycled water system consists of approximately 9,470 linear feet of 8-inch mainline with two blow-offs, three automatic air/vacuum assemblies and 13 metered services for the future development. The recycled water reservoir will house up to two million gallons of water once completed. Work on the reservoir also includes the surrounding site improvements, electrical work, telemetry and an aluminum dome roof.

In order to meet the future recycled water demands at the IBC, the booster pump station is needed to create a new pressure zone that is higher than the existing system. The system consists of five pumps with a total capacity to pump 2,700 gallons per minute. The booster pump station installation also includes suction and discharge piping connecting

to the existing recycled water system located in B Street, the surrounding site improvements, and the electrical and telemetry installations.

Discussion:

Per the terms of the lease agreement, the Successor Agency is responsible for this infrastructure improvement. Below is the log of all the expenses paid to the WWWD for the IBC up to this point.

Date	Description	
	Original Budget Estimate in ROPS	\$16,288,200.00
May 2015	Design Fee Deposit for IBC	-\$56,000.00
May 2015	Construction of a 6" recycled meter	-\$13,538.40
August 2015	Plan check fee for relocations near off-ramp	-\$1,600.00
December 2015	Removal of above ground air release and installation of a 2" meter	-\$65,826.00
June 2016	Hydraulic Analysis of the IBC	-\$50,800.00
September 2016	Final design & installation of a potable and recycled water system for the east side of Grand Avenue	-\$3,558,314.04
September 2017	Engineering Services for recycled water booster pump station in IBC	-\$79,966.00
	Balance Remaining:	\$12,462,155.56

Fiscal Impact:

WWWD has submitted an invoice in the amount of \$10,510,724.00 to perform this work; CNC and staff has reviewed the invoice and found it to be in order. This invoice is a preliminary cost estimate and should the final cost be less than the paid amount, the Successor Agency will be refunded the difference. If the final cost is greater than the invoiced amount, the Successor Agency will pay that difference. This expenditure was approved in the Recognized Obligation Payment Schedule (ROPS) under Line Item No. 205 and has an approved ROPS budget of \$6,000,000 for 17-18A and \$6,613,000 for 17-18B. There were no expenditures to WWWD in 17-18A, therefore a total budget for the 17-18 is \$12,613,000 remains available to pay the subject invoice if the budget funds from 17-18A are rolled over to 17-18B.

Recommendation:

It is recommended that the Successor Agency Board approves this expenditure and issue a check in the amount of \$10,510,724.00.

Exhibits:

- A. Walnut Valley Water District Invoice for Project No. 14-3373
- B. Successor Agency to the Industry Urban-Development Agency Request for Check

EXHIBIT A

Walnut Valley Water District Invoice for Project No. 14-3373

[Attached]

WALNUT VALLEY WATER DISTRICT
 271 South Brea Canyon Road, Walnut, CA 91789
 Telephone: (909) 595-1268 - FAX: (909) 594-9532
 March 14, 2018

PRELIMINARY COST ESTIMATE

To: Joshua Nelson
Successor Agency to the Industry Urban - Development Agency
15625 East Stafford Street
City of Industry, CA 91744

RE: Industry Business Center
West Side Domestic and Recycled Water (RW) Systems, RW Booster Pump Station, and RW Reservoir
Project No. 14-3373

DIRECT COSTS

West Side Dom. & Rec. Water Systems	\$2,272,600.00
Construction Costs (Labor & Mats.) for Booster Pump Station	\$789,600.00
Eng. Service & Const. Costs (Labor & Mats.) for Reservoir	<u>\$3,960,000.00</u>

Estimated Direct Costs: \$7,022,200.00

INDIRECT COSTS

District Administrative Charge:		\$1,404,440.00																	
Acreage Supply Charge:	<table border="1"> <thead> <tr> <th>Units</th> <th>Acres</th> <th>Acre-Feet</th> <th>Rate</th> </tr> </thead> <tbody> <tr> <td></td> <td align="center">339</td> <td></td> <td align="right">\$1,465.00</td> </tr> <tr> <td>Reservoir Capacity Charge:</td> <td align="center">339</td> <td></td> <td align="right">\$1,613.00</td> </tr> <tr> <td>Water Supply Charge:</td> <td></td> <td align="center">379.2</td> <td align="right">\$2,810.00</td> </tr> </tbody> </table>	Units	Acres	Acre-Feet	Rate		339		\$1,465.00	Reservoir Capacity Charge:	339		\$1,613.00	Water Supply Charge:		379.2	\$2,810.00	\$496,635.00	(Industrial)
Units	Acres	Acre-Feet	Rate																
	339		\$1,465.00																
Reservoir Capacity Charge:	339		\$1,613.00																
Water Supply Charge:		379.2	\$2,810.00																
Reservoir Capacity Charge:			\$546,807.00	(Industrial)															
Sign-Up Security Deposit & Administrative Charge:			\$1,065,552.00																
GIS Charge:			\$10,150.00																
			<u>\$1,740.00</u>																

Estimated Indirect Costs: \$3,525,324.00

Less Prepaid Design Fee: (\$36,800.00)

ESTIMATED TOTAL PROJECT COSTS: \$10,510,724.00

PLEASE NOTE: THIS ESTIMATE IS VALID FOR 90 DAYS. IF THE ACTUAL INSTALLATION COST IS MORE THAN THE ESTIMATE, THE DEVELOPER SHALL FORTHWITH, UPON DEMAND, PAY SUCH EXCESS; AND, IN THE EVENT THE COST IS LESS THAN THAT ESTIMATED BY THE DISTRICT, THE DISTRICT WILL REFUND THE EXCESS.

Accepted and Concurred By:

 (Signature)

 (Print Name & Title)

 (Date)

Submitted By:



Sheryl L. Shaw
 Engineering Manager & Production Supt.
 Walnut Valley Water District

3/14/18

 (Date)

WALNUT VALLEY WATER DISTRICT
271 South Brea Canyon Road Walnut, CA 91789
Telephone: (909) 595-1268 - FAX: (909) 594-9532
March 14, 2018

PRELIMINARY INVOICE

TO: Joshua Nelson
Successor Agency to the Industry Urban - Development Agency
15625 East Stafford Street
City of Industry, CA 91744

RE: Industry Business Center
West Side Domestic and Recycled Water (RW) Systems, RW Booster Pump Station, and RW Reservoir
Project No. 14-3373

Costs to install domestic and recycled water distribution systems for the west side of IBC and recycled water booster pump station, and for construction and engineering services of recycled water reservoir in accordance with District Rules and Regulations.

Estimated Direct Costs:	\$7,022,200.00
Estimated Indirect Costs:	\$3,525,324.00
Less Prepaid Design Fee:	<u>(\$36,800.00)</u>
TOTAL AMOUNT DUE	<u>\$10,510,724.00</u>

Please Note: Any of the invoiced materials that are found to be in excess for reason of actual field installation conditions will be returned to the District as surplus material.

EXHIBIT B

Successor Agency to the Industry Urban-Development Agency Request for Check

[Attached]

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

REQUEST FOR CHECK

Vendor/Name: Walnut Valley Water District Date: April 26, 2018

Address: 271 South Brea Canyon Road Amount: \$ 10,510,724.00

City: Walnut State: CA Zip Code: 91789

Purpose: Installation of domestic and recycled water distribution systems for the west side of the Industry Business Center, construction of a recycled water booster pump station and engineering and construction of a recycled water reservoir.

Other Instructions: _____

Executive Director Approval: _____

Batch: _____ Date: _____

Appr'd: _____

SUCCESSOR AGENCY

ITEM NO. 5.2



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

MEMORANDUM

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

FROM: Troy Helling, Acting Executive Director *TH*

STAFF: Clement N. Calvillo, President, CNC Engineering *CNC*
Joshua Nelson, Contract Agency Engineer, CNC Engineering *JN*
Gerry Perez, Construction Manager, CNC Engineering *GP*

DATE: April 26, 2018

SUBJECT: Consideration of Change Order No. 7 for Contract No. GCD-0382, Baker Parkway Slope Landscape Maintenance Project, submitted by Marina Landscape Maintenance, Inc., and appropriate \$104,400.00 for an extension of the maintenance period through August 31, 2018

Background:

On January 14, 2014, the Successor Agency to the Industry Urban-Development Agency ("Agency") awarded Marina Landscape Maintenance, Inc. ("Marina Landscape"), the low bidder, the Baker Parkway Slope Landscape Maintenance Project.

The Scope of Work involves maintaining the existing landscaping, replacing plants as needed, maintaining existing irrigation lines, cleanout of existing terrace drains, rodent control and weeding as required on approximately 30 acres of 2:1 slopes along the southerly property line of that portion of Grand Crossing Development located westerly of Grand Avenue, south of Baker Parkway.

Previous change orders were issued as noted below.

Change Order No. 1: This change order was approved by the Agency Board on October 13, 2016 in the amount of \$64,575.00, to extend the landscape maintenance period to June 30, 2017.

Change Order No. 2: This change order was approved by the Agency Board on October 27, 2016 in the amount of \$64,625.00, to extend the landscape maintenance of the slopes which were landscaped under Contract No. IBC-0379, Industry Business Center Phase I Mass Grading Far West Side by C.A. Rasmussen, Inc.

Change Order No. 3: This change order was approved by the Agency Board on June 22, 2017, in the amount of \$33,275.00, to extend the landscape maintenance period of the slopes for both the Baker Parkway slopes, and the landscape area installed under

IBC-0379, Industry Business Center Phase I Mass Grading Far West Side until August 31, 2017.

Change Order No. 4: This change order was approved by the Agency Board on August 24, 2017, in the amount of \$78,300.00 to extend the maintenance period to November 30, 2017, for both the Baker Parkway slopes and the landscape area installed under IBC-0379, Industry Business Center Phase I Mass Grading Far West Side.

Change Order No. 5: This change order was approved by the Agency Board on November 30, 2017 in the amount of \$52,200.00 to extend the maintenance period through January 31, 2018, for both the Baker Parkway slopes and the landscape area installed under IBC-0379, Industry Business Center Phase I Mass Grading Far West Side

Change Order No. 6: This change order was approved by the Agency Board on January 25, 2018 in the amount of \$78,300.00 to extend the maintenance period through April 30, 2018, for both the Baker Parkway slopes and the landscape area installed under IBC-0379, Industry Business Center Phase I Mass Grading Far West Side.

Discussion:

The Agency is currently preparing a Request for Qualifications (“RFQ”) for all landscape maintenance services at the Industry Business Center (“IBC”) and anticipates presenting the bids to the Agency Board in late summer 2018, with a contract implementation date of September 2018.

Given the time necessary to prepare the RFQ, staff is proposing Change Order No. 7, to extend the Agreement with Marina Landscape to August 31, 2018 for both the Baker Parkway slopes and the landscape area installed under IBC-0379, Industry Business Center Phase I Mass Grading Far West Side, and to increase total compensation under the Agreement by \$104,400.00, to account for the additional term.

Fiscal Impact:

Approval of Change Order No. 7 increases the landscape maintenance contract to \$920,665.00 for both the Baker Parkway Slopes and landscape area installed under IBC-0379, Industry Business Center Phase I Mass Grading Far West Side. The fiscal year 2017-2018 budget includes funding for landscape maintenance services of the Baker Parkway Slope under Successor Agency – Expenditures – Project Improvement Costs (account no. 222-300-5200 and ROPS line number 276). An additional appropriation of \$104,400.00 is required to cover the cost of Change Order No. 7.

Table 1 – Marina Landscape Maintenance, Inc., Services Summary

Contract	\$ 445,290.00
Change Order No. 1	\$ 64,575.00
Change Order No. 2	\$ 64,625.00

Change Order No. 3	\$ 33,275.00
Change Order No. 4	\$ 78,300.00
Change Order No. 5	\$ 52,200.00
Change Order No. 6	\$ 78,300.00
Change Order No. 7	\$ 104,100.00
Total	\$ 920,665.00

Recommendation:

- 1.) Staff recommends that the Board approve Change Order No. 7 for landscape maintenance services of Baker Parkway Slope; and
- 2.) Approve an appropriation of \$104,100.00 to Successor Agency – Expenditures – Project Improvement Costs (account no. 222-300-5200) to cover the total cost of Change Order No. 7.

Exhibits:

- A. Marina Landscape Maintenance, Inc. Change Order No. 7
-

TH/CC/JN/GP:kw

EXHIBIT A

Marina Landscape Maintenance, Inc., Change Order No. 7

[Attached]

SUCCESSOR AGENCY TO CHANGE ORDER
THE INDUSTRY URBAN-DEVELOPMENT AGENCY

15625 E. Stafford St.
 City of Industry, CA 91744
 (626)333-2211

Change Order No. 7

Project Baker Parkway Slope Landscape Maintenance **Contract No.** GCD-0382 **Date** 4/26/2018

Type Landscape Maintenance **Contractor** Marina Landscape Maintenance, Inc.

Location City of Industry

Explanation:

Extend the maintenance period to August 31, 2018 for Baker Parkway Slopes and landscaped area under

IBC-0379 Industry Business Center- Far West Grading

Extra Work by: X X _____
 Contract Items Negotiated T & M

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

ITEM NO.	ITEM	QUANTITY	UNIT PRICE	TOTALS (\$)	
				+	-
	Landscape & Irrigation Maintenance				
1	Baker Parkway Slopes	4 Months	\$ 14,350.00	\$ 57,400.00	
2	IBC-0379	4 Months	\$ 11,750.00	\$ 47,000.00	
TOTAL COST				\$104,400.00	

T & M SUMMARY

*Labor Cost	+ 20%	Total Labor	
*Equipment Cost	+ 15%	Total Equipment	
*Material Cost	+ 15%	Total Materials	
(*Attach breakdown of labor, equipment and materials)		Sub-Total	
CHANGE ORDER SUMMARY		Other Additive	
Original Contract Amount	\$445,290.00	Total T & M	
Total Previous Change Orders	\$ 371,275.00	83.38%	
Total Change Orders	\$ 475,675.00	106.82%	
		Pay This CHANGE ORDER	\$ 104,400.00 23.45%

Authorized by _____ Additional Working Days 120

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

Turn Overano 4-3-18
 Contractor Representative Date

Troy Helling, Acting Director of Development Services and Administration Date

Joshua Nelson 4/10/18
 Joshua Nelson, Contract Agency Engineer Date

Gerardo Perez 4/10/18
 Gerardo Perez, Project Manager Date

C.O. # 7



March 28, 2018

City of Industry
Attn: Agency Engineer
15625 E. Stratford St. Ste 100
City of Industry, CA. 91744

This letter is to inform all parties that Brightview Landscape Services would like to extend the contract for the Baker Parkway slope located in the City of Industry through August 31st 2018. Brightview Landscape Services agrees to hold its price at \$14,350.00 plus the \$11,750.00 for the additional area totaling \$26,100.

Sincerely,

A handwritten signature in black ink, appearing to read "Darin Sherlock".

Darin Sherlock

BrightView Landscape Services

SUCCESSOR AGENCY

ITEM NO. 5.3



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

MEMORANDUM

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

FROM: Troy Helling, Acting Executive Director *TH*

STAFF: Joshua Nelson, Contract Agency Engineer, CNC Engineering *JN*
Lissette Calleros, Funding Program Consultant, Avant Garde Inc.

DATE: April 26, 2018

SUBJECT: Consideration of Amendment No. 1 to Cooperative Agreement No. 07-5019 between the Successor Agency to the Industry Urban-Development Agency and Caltrans for the SR-60 to SR-57 Confluence at Grand Avenue Westbound Off-ramp Project

Background:

On November 12, 2014, the Successor Agency entered into Cooperative Agreement 07-5019 ("Cooperative Agreement") with Caltrans, defining the terms and conditions under which the Plans, Specifications, and Estimate ("PS&E") phase and the Right of Way ("ROW") Support Phase would be implemented for Phase II of the larger SR-57/60 Confluence Project (the "Project"). The Project consists of an extension of a southbound SR-57 lane to the Grand Avenue off-ramp, reconstruction of the westbound loop on- and off-ramp to Grand Avenue, and reconstruction of the westbound SR-60 Grand Avenue intersection.

Caltrans is the CEQA and NEPA lead agency for the Project. The Successor Agency is responsible for all PS&E work except those PS&E activities assigned to Caltrans in Article 22 of the Cooperative Agreement. .

The estimated total cost for this Project is \$22.5 million. Through Metro's 2013 Call for Projects, the City secured \$9,447,781 in local Proposition C grant funds. In addition, the City secured \$10 million through the Federal Highway Administration's (FHWA) TIGER Discretionary Grant program. The grant funds amount to a combined 86% share in estimated total project costs. The remaining 14% share (\$3,059,630), is to be funded from the Successor Agency. These funds are designated in bond proceeds for listed items on the Recognized Obligation Payment Schedule (ROPS). The City is the recipient of the TIGER and Metro Call for Projects funds, while the Successor Agency is providing the matching funds.

Discussion:

An amendment is necessary to reflect an increase in PS&E funding, and to reimburse Caltrans for all work performed under the Cooperative Agreement. Caltrans is requesting an additional \$55,679 for PS&E activities. Reasons for overage of the programmed budget for Caltrans' PS&E activities include the following delays:

- a. ROW approval due to hazardous waste
- b. Plan submittals, drafting issues, and coordination efforts
- c. Outdated Electrical Standard Plans and Specifications

Fiscal Impact:

The Cooperative Agreement established that Caltrans would complete PS&E activities for an estimated cost of \$116,000. Due to delays, the total charges from Caltrans are now \$171,679, an increase of \$55,679. This additional cost is within the project's funding budget provided by grants and the Successor Agency matching funds.

The Funding Tables and Spending Summaries are provided below for reference.

Original Funding Table

Source	Funding Partner	Fund Type	PS&E	ROW Support	Totals
Local	Agency	Local	\$1,250,000	\$286,400	\$1,536,400
Totals			\$1,250,000	\$286,400	\$1,536,400

Amended Funding Table

Source	Funding Partner	Fund Type	PS&E	ROW Support	Totals
Local	Agency	Local	\$1,305,679	\$286,400	\$1,592,079
Totals			\$1,305,679	\$286,400	\$1,592,079

Original Spending Summary

Fund Type	PS&E		ROW Support		Totals
	Caltrans	Agency	Caltrans	Agency	
Local Funds					
Local	\$116,000	\$1,134,000	\$50,000	\$236,400	\$1,536,400
Totals	\$116,000	\$1,134,000	\$50,000	\$236,400	\$1,536,400

Amended Spending Summary

Fund Type	PS&E		ROW Support		Totals
	Caltrans	Agency	Caltrans	Agency	
Local Funds					

Local	\$171,679	\$1,134,000	\$50,000	\$236,400	\$1,592,079
Totals	\$171,679	\$1,134,000	\$50,000	\$236,400	\$1,592,079

Recommendation:

- 1) Staff recommends that the Successor Agency approve and execute Amendment No. 1.

Exhibits:

- A. Amendment No. 1 to Cooperative Agreement No. 07-5019 between the Successor Agency to the Industry Urban-Development Agency and Caltrans for the SR-57/60 Confluence at Grand Avenue Westbound Off-ramp Project

TH/JN/LC:jv

EXHIBIT A

Amendment No. 1 to Cooperative Agreement No. 07-5019 between the Successor Agency to the Industry Urban-Development Agency and Caltrans for the SR-57/60 Confluence at Grand Avenue Westbound Off-ramp Project

[Attached]

AMENDMENT NO. 1 TO AGREEMENT 07-5019

This Amendment No. 1 to AGREEMENT 07-5019, effective on _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

Successor Agency to the Industry Urban-Development Agency, a public corporation/entity, referred to hereinafter as AGENCY.

RECITALS

1. CALTRANS and AGENCY, collectively referred to as PARTNERS, entered into AGREEMENT No. 07-5019, on November 12, 2014, defining the terms and conditions for Improvements to the SR-60/SR-57 Confluence Segment I that includes extension of a southbound SR-57 lane to the Grand Avenue off-ramp, reconstruction of the westbound on and off-ramps to Grand Avenue and westbound SR-60 Grand Avenue interchange) at (60-R23.3/R26.5; 57-R4.3/4.5 & R4.5/4.8, referred to as PROJECT. The PROJECT COMPONENTS covered in AGREEMENT are Plans, Specifications, and Estimate (PS&E), and Right of Way Support (R/W SUPPORT).
2. Under AGREEMENT, AGENCY is the sole SPONSOR, FUNDING PARTNER, and IMPLEMENTING AGENCY for PROJECT. CALTRANS is the CEQA and NEPA lead agency for the project.
3. As IMPLEMENTING AGENCY for PS&E, AGENCY is responsible for all PS&E WORK except those PS&E activities and responsibilities that are assigned to CALTRANS in this AGREEMENT which are reflected in Article 22 of the original agreement and those activities that may be specifically excluded.
4. PARTNERS now seek to enter into AMENDMENT 1 to reflect an increase in the PS&E funding and will execute a new FUNDING SUMMARY to reflect this change as required by Article 9 in the AGREEMENT. Reasons for overage of the programmed budget for PS&E were due to the following delays:
 - a. R/W Approval due to Hazardous Waste
 - b. Plan submittals, drafting issues, and coordination efforts.
 - c. Outdated Electrical Standard Plans and Specifications.

5. Therefore, the Local AGENCY funding for PS&E will increase from \$1,250,000 to \$1,305,679, a total increase in funds of \$55,679. This will account for the total increase in reimbursement cost expenditures to Caltrans for PS&E activities from \$116,000 to \$171,679.
6. CALTRANS will submit an invoice to AGENCY in the amount of \$55,679 for the estimated cost of activities 255.20 and 260 after execution of this AMENDMENT

IT IS THEREFORE MUTUALLY AGREED:

1. Article 5 in the FUNDING SUMMARY No. 01 of AGREEMENT 07-5019 is replaced in its entirety to read as follows:
 5. CALTRANS will submit an invoice to AGENCY in the amount of \$171,679 for the estimated cost of activities 255.20 and 260 after execution of this AGREEMENT and thirty (30) working days prior to the commencement of the PS&E expenditures
2. A new (FUNDING SUMMARY No. 02) is attached and made a part of the AGREEMENT.
3. All other terms and conditions of the AGREEMENT shall remain in full force and effect.
4. This AMENDMENT is deemed to be included and made part of the AGREEMENT.

SIGNATURES

PARTIES declare that:

1. Each PARTY is an authorized legal entity under California state law.
2. Each PARTY has the authority to enter into this agreement.
3. The people signing this agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

SUCCESSOR AGENCY TO THE
INDUSTRY URBAN-DEVELOPMENT
AGENCY

By: _____
Carrie L. Bowen
District 07 Director

By: _____
Mark D. Radecki
Chairman

VERIFICATION OF FUNDS &
AUTHORITY:


Attest: _____
Diane Schlichting
Secretary

By: _____
Paul T. Kwong
District Budget Manager

APPROVED AS TO FORM:

By: _____
James M. Casso
Agency Counsel

CERTIFIED AS TO FINANCIAL
TERMS AND POLICIES:

By:  _____
Darwin Salmos
HQ Accounting Supervisor

AMENDMENT NO. 01

FUNDING SUMMARY NO. 02

1. PARTIES, in accordance with the provisions of this AGREEMENT, hereby amend this AGREEMENT by replacing Funding Summary No. 01 in its entirety with Funding Summary NO. 02.
2. Funding Summary No. 2 increases the PS&E Local AGENCY funding from \$1,250,000 to \$1,305,679, a total increase in funds of \$55,679. This will account for the total increase in reimbursement cost expenditures to Caltrans for PS&E activities from \$116,000 to \$171,679.

<u>FUNDING TABLE</u>						
<u>IMPLEMENTING AGENCY →</u>			<u>AGENCY</u>	<u>AGENCY</u>		Totals
Source	Party	Fund Type	PS&E	R/W SUPPORT	R/W CAPITAL	
LOCAL	AGENCY	Local	1,305,679	286,400	0	1,592,079
Totals			1,305,679	286,400	0	1,592,079

AGREEMENT 07-5019-A1

EA: 27911

07-LA-60/57-60-R23.3/R26.5; 57-R4.3/4.5 & R4.5/4.8

Project No. 0715000075

SPENDING SUMMARY

Fund Type	PS&E		R/W Support		Totals
	CALTRANS	<u>AGENCY</u>	CALTRANS	<u>AGENCY</u>	
Local	171,679	1,134,000	50,000	236,400	1,592,079
Totals	171,679	1,134,000	50,000	236,400	1,592,079

SUCCESSOR AGENCY

ITEM NO. 5.4



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

MEMORANDUM

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

FROM: Troy Helling, Acting Executive Director *TH*

STAFF: Joshua Nelson, Contract Agency Engineer, CNC Engineering *gm*

DATE: April 26, 2018

SUBJECT: Consideration of Certificate of Completion between the Successor Agency to the Industry Urban-Development Agency and CT Parriott, LLC for the East side of Parriott Place West

Background:

The sale of the Successor Agency parcels on the east side of Parriott Place West to CT Parriott LLC was approved by the Agency on November 5, 2014 and was later amended on February 2, 2015. In said agreement the developer agreed to develop the property in an enforceable period of time. This project progressed quickly and efficiently, and the developer obtained a certificate of occupancy in late 2016. The purchase agreement requires the purchaser to request a Certificate of Completion. CT Parriott LLC has requested the Certificate of Completion. The terms of the agreement provide that the Certificate of Completion shall state conclusive determination of the satisfactory completion by the developer of all its construction obligations under the agreement.

Discussion:

The developer CT Realty has satisfied the requirements of the agreement that allows the Successor Agency to issue the Certificate of Completion.

Fiscal Impact:

No fiscal impact.

Recommendation:

Approve the Certificate of Completion between the Successor Agency to the Industry Urban-Development Agency and CT Parriott LLC for the East side of Parriott Place West.

Exhibit:

A. Certificate of Completion

TH/JN/as

EXHIBIT A

Certificate of Completion

[Attached]

CERTIFICATE OF COMPLETION

RECORDING REQUESTED BY:

First American Title Insurance Company

AND WHEN RECORDED RETURN TO:

Successor Agency to the
Industry Urban-Development Agency
15625 East Stafford Street, Suite 100
City of Industry, California 91744
Attention: Diane M. Schlichting

[The undersigned declares that this Certificate of Completion is exempt from Recording Fees pursuant to California Government Code Section 27383]

CERTIFICATE OF COMPLETION

This Certificate of Completion is given this 26 day of April, 2018, with reference to the following matters:

A. The **SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY**, a public body corporate and politic (the "**Successor Agency**") and **CT PARRIOTT LLC**, a Delaware limited liability company (the "**Developer**") entered into a certain Purchase Agreement [East Side of Parriott Place] dated as of _____, 2015 (the "**Agreement**"), which Agreement provides, in Section 3.9 thereof, that the Agency shall furnish the Developer with a Certificate of Completion upon satisfactory completion of the Improvements (as described in the Agreement) on the real property described therein as the Property (the "**Site**"), which certificate shall be in such form as to permit to be recorded in the Recorder's Office of Los Angeles County; and

B. The Certificate of Completion shall be conclusive determination of satisfactory completion of the construction of Improvements required with respect to the Site; and

C. The Agency has determined that the construction of the Improvements has been satisfactorily performed; and

NOW, THEREFORE, the parties to this instrument herby provide as follows:

1. As provided in the Agreement, the Agency does hereby certify that the construction of the Improvements on the Site has been satisfactorily performed and completed.

2. This Certificate shall not constitute evidence of compliance with or satisfaction of any obligation of the Developer to any holder of a mortgage, or deed of trust or any insurer of a mortgage, or deed of trust securing money loaned to finance the improvements or any part

thereof, nor does it constitute evidence of payment of any promissory note or performance of any deed of trust provided by the Developer to the Agency under the Agreement or otherwise.

IN WITNESS WHEREOF, the Agency has executed this Certificate of Completion as of the day and year first above written.

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

By: _____

Name: _____

Title: _____

ATTEST:

Secretary

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)

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)

SUCCESSOR AGENCY

ITEM NO. 5.5



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

MEMORANDUM

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

FROM: Troy Helling, Acting Executive Director *TH*

STAFF: Kristen Weger, Management Analyst III *KW*

DATE: April 26, 2018

SUBJECT: Consideration of a License Agreement with the Industry Sheriff's Youth Athletic League to utilize a portion of the property located at 15660 Stafford Street for Temporary Office Space

Background:

The Industry Sheriff's Youth Athletic League ("YAL") contacted the City regarding the temporary use of a portion of the property and building located at 15660 Stafford Street for office space to coordinate YAL activities.

In 1991, the YAL was founded as a collaborative effort between the City and local businesses to counteract the negative forces of gangs and drugs. The YAL has continuously provided programs to at-risk youth in the surrounding communities since its founding. The YAL program serves over 2,500 local youth under the age of eighteen (18) years through programs such as flag football, basketball, baseball, soccer, golf, tennis, scuba, martial arts, educational field trips, the Law Enforcement Academy at La Puente High School for middle and high school students, the Law Enforcement Explorers Program and Camp C.O.U.R.A.G.E. – at no cost to participating youth or their families. Through these programs the youth receive mentoring and learn to make positive life decisions. The program recognizes the importance of early intervention and is a positive influence on thousands of children.

Fiscal Impact:

Due to the event serving a public purpose and promoting youth development within the region, Staff is proposing that the Agency lease the property to the YAL for \$1.00 per year.

Exhibits:

A: License Agreement with the Industry Sheriff's Youth Athletic League, dated April 26, 2018

TH/KW

EXHIBIT A

License Agreement with the Industry Sheriff's Youth Athletic League,
dated April 26, 2018

[Attached]

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“**Agreement**”), dated April 26, 2018, (“**Effective Date**”) is entered into by and between the Successor Agency to the former Industry Urban-Development Agency, a public body, corporate and politic (“**Licensor/Agency**”), and the Industry Sheriff’s Youth Athletic League, a California non-profit organization (“**Licensee**” or “**YAL**”) (Licensor and Licensee are individually referred to as “**Party**” and collectively referred to as the “**Parties**”).

RECITALS

WHEREAS, the Agency is the owner of certain property located at 15660 Stafford Street, Agency of Industry, CA 91744 and Licensee desires to enter the a portion of the building know as the former Industry Public Utilities Commission (IPUC) offices and property generally described as a lot, **Assessor’s Parcel No. 8208-025-942**, as set forth in Exhibit A, attached hereto and incorporated herein by reference (“**Premises**”).

WHEREAS, Licensee desires to use a portion of the building and Premises, as described in Exhibit A, for office activities associated with the YAL; and

WHEREAS, Licensee acknowledges that Licensee is entering onto the Premises at its sole risk and expense, and Licensor does not have any liability to Licensee under this Agreement.

NOW, THEREFORE, for valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

TERMS

1. License to Enter the Premises. Licensor hereby grants to Licensee a non-exclusive license (the “**License**”) granting permission to use a portion of the building and Premises for office activities associated with the YAL for a twelve (12) month period starting on April 26, 2018 to April 25, 2019. The Agency’s Executive Director may approve a one (1) year extension of the agreement that may extend to April 26, 2020. Prior to any initial entry pursuant to the License, Licensee shall provide to Licensor proof of insurance as set forth in Section 7 of this Agreement. Licensee shall not permit any other party, except the duly-authorized representatives, agents, employees and contractors (collectively “**Representatives**”) of Licensee to enter or use the Premises during the term of this License, without Licensor’s prior written consent, and in all events the sole reason for entry and use of the Premises shall be for the Permitted Use.
2. Payment. Given that Licensee’s serves a public purpose by promoting youth development, Licensee shall pay Licensor, and Licensor shall accept One Dollar (\$1.00) per year (“**License Payment**”), for the use of the Premises. License Payment shall be due upon execution of the Agreement by Licensee. Future payments shall be made annually on the anniversary date of this Agreement. Payment shall be made to Licensor at 15625 E. Stafford Street, Suite 100, City of Industry, CA 91746.
3. Permitted Use. The Permitted Use is hereby defined to include use of the Premises for office activities associated with the YAL. Licensee shall exercise due care in the performance of the Permitted Use and such use shall be exercised in a manner which complies with all applicable laws.
4. Maintenance of Premises. Upon termination of the License, Licensee shall repair any damage done to the Premises by Licensee or its duly authorized Representatives, and shall restore the Premises to

its condition as of the Effective Date of this Agreement. The Agency shall provide janitorial, utilities and facility repair services for the Premises.

5. Government Regulations and Other Obligations of Licensee. As a condition precedent to commencement of the Permitted Use, if required, Licensee shall obtain at its sole cost and expense all governmental permits and authorizations of whatever nature required, if any (“**Permits**”) by any and all governmental authorities having jurisdiction over the Premises for Licensee’s exercise of the Permitted Use. Licensor shall use commercially reasonable efforts to cooperate with Licensee and to support any and all applications or request for said Permits submitted by Licensee or on Licensee’s behalf. Licensee shall, in all activities undertaken pursuant to this Agreement, comply and cause its Representatives to comply with all federal, state and local laws, statutes, orders, ordinances, rules, regulations, plans, policies and decrees.

6. Liens.

6.1 Licensee shall not cause or permit to be filed, recorded or enforced against the Premises, or any part thereof, any mechanics’, material men’s, contractors’ or subcontractors’ liens arising from the Permitted Use or any claim or action affecting the title to the Premises arising from the Permitted Use, and Licensee shall pay or cause to be paid, or otherwise removed or bonded over, the full amount of all such liens or claim within fifteen (15) days of receiving written notice thereof. In addition to and not in limitation of Licensor’s other rights and remedies under this Agreement or under law, should Licensee fail within fifteen (15) business days of a written notice from Licensor to pay and discharge or bond over any lien arising out of Licensee’s use of the Premises, then a material breach under this Agreement shall be deemed to have occurred which, at Licensor’s election, shall entitle Licensor to terminate this License effective upon notice by Licensor to Licensee so stating.

6.2 If Licensee desires to contest in good faith the validity of any lien or any claim or demand that could result in a lien against the Premises or any portion thereof for which Licensor could become liable if not successfully resolved, as a condition to such contest, Licensee shall notify Licensor of Licensee’s intent to contest the lien or claim and the grounds for such contest. Notwithstanding anything to the contrary set forth herein, Licensee shall pay and satisfy any adverse judgment that may be rendered thereon before the enforcement thereof against Licensor or the Premises.

7. Insurance.

Prior to commencing any activities under this License, and during the use of the Premises, Licensee shall maintain at its sole expense insurance limits as stipulated in this section.

(a) Minimum Scope and Limit of Insurance

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Licensee have no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than

\$1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(b) Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured Status

The Licensor and Agency Representatives, (as defined in Section 8, below) are to be additional insureds on the CGL policy with respect to liability arising out of Licensee's use of the Premises. General liability coverage can be provided in the form of an endorsement to the Licensee's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. Primary Coverage

For any claims related to this Agreement, the Licensee's insurance coverage shall be primary insurance as respects the Licensor/Agency Representatives. Any insurance or self-insurance maintained by the Licensor/Agency Representatives, shall be excess of the Licensee's insurance and shall not contribute with it.

3. Contractors and Subcontractors

Licensee shall require and verify that all contractors and subcontractors maintain insurance meeting all the requirements stated herein, and Licensee shall ensure that Licensor/Agency Representatives are additional insureds on insurance required from contractors/subcontractors. For CGL coverage contractors and subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

4. Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the Agency.

5. Waiver of Subrogation

Licensee hereby grant to the Agency a waiver of any right to subrogation which any insurer of said Licensee may acquire against the Agency by virtue of the payment of any loss under such insurance. Licensee agree to obtain any endorsement that may be necessary to affect this waiver of subrogation provided such endorsement is available on commercially reasonable terms, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the insurer.

6. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Agency. The Agency may require the Licensee to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

7. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Agency.

8. Deductibles

All such insurance shall have deductibility limits of not greater than \$50,000.00 unless otherwise approved by the Agency.

9. Verification of Coverage

Licensee shall furnish the Agency with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the Agency before exercise of the Permitted use commences. However, failure to obtain the required documents prior to the exercise of the Permitted Use shall not waive the Licensee's obligation to provide them. The Agency reserves the right to require complete copies of all required insurance policies, including endorsements, required by these specifications, at any time.

10. Occurrence Basis Coverage

All policies shall be written on an occurrence basis unless otherwise approved by the Agency.

11. Proof of Self Insurance. Notwithstanding any other provision of this Section 7, Licensee may satisfy the insurance obligations hereunder by a self-insurance program and will provide proof of self-insurance to Licensor.

8. **Indemnification.**

From and after the execution of this Agreement, Licensee hereby agrees to indemnify, defend, protect and hold harmless, with counsel approved in writing by Licensor, which shall not be unreasonably withheld, the Agency and any and all predecessors, successors, assigns, agents, officials, employees, members, independent contractors, affiliates, principals, officers, directors, attorneys, accountants, representatives, staff, and board members of the Agency collectively, the "Agency Representatives", and each of them, from and against all claims, including any claims from any third party beneficiary to this Agreement, causes of action, liabilities, losses, damages, injuries, expenses, charges, penalties, or costs, of whatsoever character, nature and kind, (including attorney's fees and costs incurred by the indemnified Party with respect to legal counsel of its choice), whether to property or to person(s), and whether by direct or derivative action, known or unknown, suspected or unsuspected, latent or patent, existing or contingent (collectively "Losses and Liabilities"), related directly or indirectly to, or arising out of or in any way connected with any of the activities of Licensee, its agents, and employees on the Premises. Licensee's obligation to defend shall arise regardless of any claim or assertion that the Agency caused or contributed to the Losses and/or Liabilities.

9. **Termination and Remedies.**

(a) Notwithstanding the provisions of Section 1, at any time, for any reason, the Licensor may, at its sole and absolute discretion, terminate this Agreement without cause. Further, in the event Licensor sells or transfers the Premises during the term of this Agreement, this Agreement shall terminate upon seven (7) days written notice to Licensee. In addition, if Licensee shall be in breach of any of its obligations under this Agreement and shall fail to cure such breach within ten (10) business days of written notice from Licensor specifying the nature of any such breach, Licensor shall have the right to terminate this Agreement upon written notice to Licensee. Licensee acknowledges that this

License is solely a license, and that Licensee has no rights as an owner, purchaser or tenant by virtue thereof. Upon termination of the Agreement, Licensee shall promptly vacate the Premises and comply with the provisions of Section 4 above. No termination or expiration of this License shall relieve Licensee of its obligations hereunder.

10. Inspection and Access to Premises. Licensor and any of its duly authorized representatives, employees, agents or independent contractors shall be entitled to enter the Premises, to inspect the premises, to inspect Licensee's use of the Premises, and for any other purpose, at any time.

11. Assignability. This License cannot be assigned by Licensee whether voluntarily or by operation of law, and Licensee shall not permit any use of the Premises, or any part thereof during the Term of this License in violation of the provisions of this License, except with the consent of Licensor (which shall not be unreasonably withheld, conditioned or delayed), and any attempt to do so shall be null and void.

12. Cost of Enforcement. In the event it is necessary for either Party to employ an attorney or other person or commence an action to enforce or interpret any of the provisions of this License or for Licensor to remove Licensee from the Premises, the non-prevailing party agrees to pay to the prevailing party, in addition to such other relief as may be awarded by the court, agency or other authority before which such suit or proceeding is commenced, all reasonable costs of enforcement in connection therewith including, but not limited to, reasonable attorneys' fees, expenses and costs of investigation.

13. Notices. All notices, consents, approvals, requests, demands and other communications provided for herein shall be in writing and shall be deemed to have been duly given upon the earlier of when personally delivered or served or twenty-four (24) hours after being deposited with FedEx or any other established overnight courier service to the intended party addressed as follows:

Licensor:	Troy Helling Acting Executive Director 15625 East Stafford Street, Suite 100 Agency of Industry, CA 91744 Tel: (626) 333-2211 thelling@cityofindustry.org
With a Copy to:	James M. Casso, General Counsel Casso & Sparks, LLP 13200 Crossroads Parkway North, Suite 345 City of Industry, CA 91746 Tel (626) 512-5470 jcasso@cassosparks.com
Licensee:	Industry Sheriff's Youth Activities League Attn: Charlie Klinakis, President 150 Hudson Avenue City of Industry, CA 91744

14. No Liability of Licensor. Licensee and Licensor acknowledge and agree that Licensee are entering into the Premises prior to the transfer of the Premises to Licensee and that Licensee do so at its sole risk and expense. The provisions hereof shall inure to the benefit of Licensor's and Licensee's successors and assigns including any Mortgagee.

15. Miscellaneous. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof, and all prior and contemporaneous agreements, representations and understandings of the Parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the Parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver. The indemnifications under this Agreement, the obligations of Licensee hereunder to remove liens and Licensee's obligations hereunder with respect to vacating and repairing the Premises shall survive the expiration or termination of the License Term. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of California. Any action brought concerning this Agreement shall be brought in the appropriate court for the County of Los Angeles, California. Each Party hereby irrevocably consents to the jurisdiction of said court. Developer hereby expressly waives all provisions of law providing for a change of venue due to the fact that the Agency may be a party to such action, including, without limitation, the provisions of California Code of Civil Procedure Section 394. Licensee further waive and releases any right they may have to have any action concerning this Agreement transferred to Federal District Court due to any diversity of citizenship that may exist between Agency and Licensee. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions hereof. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument. Neither this instrument nor a short form memorandum or assignment hereof shall be filed or recorded in any public office without Licensor's or Licensee's prior written consent.

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

(SIGNATURES ON FOLLOWING PAGE)

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

“LICENSOR”

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

By: _____
Troy Helling, Acting Executive Director

“LICENSEE”

**INDUSTRY SHERIFF’S YOUTH
ATHLETIC LEAGUE**

By: Charlie Klinakis
Charlie Klinakis, President

ATTEST:

By: _____
Diane M. Schlichting, Agency Secretary

APPROVED AS TO FORM:

By: _____
James M. Casso, General Counsel

EXHIBIT A

Legal Description

Assessor's Parcel Number (APN) 8208-025-942 located at 15660 Stafford Street, City of Industry, CA 91744. The area identified in the map below by defining yellow lines identifies the area of the Premises, where the Permitted Use shall occur. The YAL shall be permitted to use the first floor of the building including the conference room, secretarial, administration and staff offices for a total of 4,680 square feet. Second floor usage shall include storage and office areas for a total of 3,113 square feet of the north side of the building only. Parking is identified by the defining yellow lines which identifies the area of the Premises, where the Permitted Use shall occur for parking.

Location Map – 15660 Stafford Street

