

# CITY OF INDUSTRY

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## CITY COUNCIL REGULAR MEETING AGENDA

AUGUST 23, 2018  
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

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### **Addressing the City Council:**

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

### **Americans with Disabilities Act:**

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

### **Agendas and other writings:**

- ▶ In compliance with SB 343, staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 East Stafford Street, Suite 100, City of Industry, California, at the office of the City Clerk during regular business hours, Monday through Thursday 8:00 a.m. to 5:00 p.m., and Fridays 8:00 a.m. to 4:00 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.
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1. Call to Order
2. Flag Salute
3. Roll Call
4. Public Comments

## 5. CONSENT CALENDAR

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

### 5.1 Consideration of the Register of Demands for August 23, 2018

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

### 5.2 Consideration of RESOLUTION CC 2018-39 - RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, RESCINDING RESOLUTION NO. CC 2018-37 AND ADOPTING A SALARY RANGE SCHEDULE FOR CITY EMPLOYEES AND CITY ELECTED OFFICIALS FOR FISCAL YEAR 2018-2019

*RECOMMENDED ACTION: Adopt Resolution No. CC 2018-39.*

### 5.3 Consideration of Resolution No. CC 2018-40 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, FIXING THE RATE OF TAXES AND LEVYING TAXES FOR THE 2018/19 FISCAL YEAR ON PROPERTY WITHIN THE CITY TO PAY THE BONDED OR OTHER INDEBTENESS OF THE CITY

*RECOMMENDED ACTION: Adopt Resolution No. CC 2018-40.*

### 5.4 Consideration of Resolution No. CC 2018-41 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, FIXING THE AMOUNT OF REVENUE FROM PROPERTY TAXES NECESSARY TO PAY THE BONDED OR OTHER INDEBTENESS OF THE CITY ACCRUING DURING THE 2018-19 FISCAL YEAR

*RECOMMENDED ACTION: Adopt Resolution No. CC 2018-41*

## 6. ACTION ITEMS

### 6.1 Consideration of Development Plan No. 18-2, proposed by Sylvia Tran on behalf of Xebec Building Company, for the construction of a new 44,920 square foot industrial building, on a 3.46 acre lot, located at 338 Turnbull Canyon Road

Consideration for the Resolution No. CC 2018-42 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING DEVELOPMENT PLAN NO. 18-2, FOR THE

CONSTRUCTION OF AN INDUSTRIAL WAREHOUSE BUILDING AT 338 TURNBULL CANYON ROAD, CITY OF INDUSTRY, CALIFORNIA, AND THE NOTICE OF EXEMPTION REGARDING SAME, AND MAKING FINDINGS IN SUPPORT THEREOF

*RECOMMENDED ACTION: Adopt Resolution No. CC 2018-42.*

- 6.2 Consideration of Resolution No. CC 2018-43 –A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AMENDING SECTION 2.03 BOARD OF DIRECTORS, OF ARTICLE II. GENERAL PROVISIONS, AND SECTION 3.01 CHAIRPERSON, VICE CHAIRPERSON, TREASURER, SECRETARY AND EXECUTIVE DIRECTOR, OF ARTICLE III. OFFICERS AND EMPLOYEES, OF THE CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY JOINT EXERCISE OF POWERS AGREEMENT

*RECOMMENDED ACTION: Adopt Resolution No. CC 2018-43.*

- 6.3 Consideration of a Professional Services Agreement between WKE, Inc. and City of Industry for Grand Avenue Bridge over San Jose Creek in an amount not to exceed \$175,000.00 from August 23, 2018 through August 23, 2021

*RECOMMENDED ACTION: Approve the Agreement.*

- 6.4 Consideration of an Aerial Easement Agreement between the City and County Sanitation District No. 2 of Los Angeles County for property located at Peck Road and the Union Pacific Railroad Right of Way, Los Angeles Subdivision (just south of Pellissier Place)

*RECOMMENDED ACTION: Approve the Agreement.*

- 6.5 Consideration of a Professional Services Agreement with The Technology Depot, Inc., for Information Technology Support Services, in an amount not-to-exceed \$150,000.00, from August 23, 2018 to August 22, 2019

*RECOMMENDED ACTION: Provide direction to Staff.*

- 6.6 Consideration of Amendment No. 1 to the Maintenance Services Agreement with Janus Pest Management, Inc., for citywide on-call pest control services increasing compensation under the original agreement to \$125,000.00

*RECOMMENDED ACTION: Approve the Amendment.*

- 6.7 Consideration of a License Agreement with Motorola Solutions, Inc. for the property located at 2000 Tonner Canyon Road for site surveying and

geotechnical/geological site surveying and sampling work, as part of the architectural design work for the Los Angeles Regional Interoperable Communication System Authority's projects

*RECOMMENDED ACTION: Provide direction to Staff.*

- 6.8 Discussion and direction regarding a Facility Use Agreement with Delhaven Community Center for the use of Camp COURAGE from September 9-14, 2018

*RECOMMENDED ACTION: Provide direction to Staff.*

- 6.9 Presentation, discussion and direction regarding the Phyllis Tucker Memorial Garden to be located at City Hall

*RECOMMENDED ACTION: Provide direction to Staff.*

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) (2 Potential Cases)

- 10.2 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; 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

- 10.3 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

- 10.4 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

10.5 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, County of Los Angeles

Case No. BS171398

10.6 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

10.7 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

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

Case: City of Chino Hills v. City of Industry, et al.

Superior Court of California, County of Los Angeles

Case No. BS172995

10.8 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

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

Case: San Gabriel Valley Water and Power, LLC v. City of Industry, *et al.*

Superior Court of California, County of Los Angeles

Case No. BS174700

10.9 PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957(b)(1)

TITLE: Acting CITY MANAGER (Per Acting City Manger's Employment Agreement)

11. Adjournment. The next regular City Council Meeting will be Thursday, September 13, 2018 at 9:00 a.m.

*CITY COUNCIL*

ITEM NO. 5.1

**CITY OF INDUSTRY  
AUTHORIZATION FOR PAYMENT OF BILLS  
CITY COUNCIL MEETING OF AUGUST 23, 2018**

**FUND RECAP:**

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	3,836,391.48
103	PROP A FUND	7,306,877.33
120	CAPITAL IMPROVEMENT FUND	102,172.52
161	IPUC - ELECTRIC	250,158.57
TOTAL ALL FUNDS		11,495,599.90

**BANK RECAP:**

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BANK OF AMERICA - CKING ACCOUNTS	8,968,968.08
PROP/A	PROP A - CKING ACCOUNT	3,577.82
REF	REFUSE - CKING ACCOUNT	746,033.37
WFBK	WELLS FARGO - CKING ACCOUNT	1,777,020.63
TOTAL ALL BANKS		11,495,599.90

**APPROVED PER ACTING CITY MANAGER**

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**CITY OF INDUSTRY  
BANK OF AMERICA  
August 23, 2018**

Check	Date		Payee Name	Check Amount
<b>CITYELEC.CHK - City Electric</b>				
1450	08/08/2018		CITY OF INDUSTRY	\$87,238.43
	Invoice	Date	Description	Amount
	08/08/18	08/08/2018	TRANSFER FUNDS-ELECTRIC	\$87,238.43
<b>CITYGEN.CHK - City General</b>				
WT1077	08/02/2018		JOHN HANCOCK USA	\$6,094.11
	Invoice	Date	Description	Amount
	JUNE 2018	08/02/2018	PARS CONTRIBUTIONS FOR JUNE 2018	\$6,094.11
WT1078	08/08/2018		JOHN HANCOCK USA	\$7,336.03
	Invoice	Date	Description	Amount
	JULY 2018	08/08/2018	PARS CONTRIBUTIONS FOR JULY 2018	\$7,336.03
24403	08/07/2018		CIVIC RECREATIONAL INDUSTRIAL	\$145,000.00
	Invoice	Date	Description	Amount
	08/07/18	08/07/2018	TRANSFER FUNDS-CRIA A/P	\$145,000.00
24404	08/08/2018		CITY OF INDUSTRY	\$1,400,000.00
	Invoice	Date	Description	Amount
	8/8/18-A	08/08/2018	TRANSFER FUNDS-REGISTER 8/9/18	\$1,400,000.00
24405	08/08/2018		INDUSTRY PROPERTY & HOUSING	\$20,000.00



**CITY OF INDUSTRY  
BANK OF AMERICA  
August 23, 2018**

Check	Date		Payee Name	Check Amount
	Invoice	Date	Description	Amount
	8/8/18-B	08/08/2018	TRANSFER FUNDS-IPHMA A/P	\$20,000.00

**PROPA.CHK - Prop A Checking**

<b>11770</b>	07/19/2018		<b>CITY OF INDUSTRY</b>	\$7,302,956.55
	Invoice	Date	Description	Amount
	07/19/18	07/19/2018	TRANSFER FUNDS-METRO	\$7,302,956.55
<b>11772</b>	08/08/2018		<b>CITY OF INDUSTRY</b>	\$342.96
	Invoice	Date	Description	Amount
	8/8/18	08/08/2018	TRANSFER FUNDS-PROP A A/P	\$342.96

Checks	Status	Count	Transaction Amount
	Total	8	\$8,968,968.08

# CITY OF INDUSTRY

## PROP A

August 23, 2018

Check	Date			Payee Name	Check Amount
<b>PROPA.CHK - Prop A Checking</b>					
<b>90004</b>	08/23/2018			<b>CITY OF INDUSTRY-REFUSE</b>	<b>\$78.80</b>
	Invoice	Date	Description	Amount	
	3326826	08/01/2018	DISP SVC-METROLINK	\$78.80	
<b>90005</b>	08/23/2018			<b>COUNTY OF LA DEPT OF PUBLIC</b>	<b>\$39.56</b>
	Invoice	Date	Description	Amount	
	PW-18031205258	03/12/2018	FAIRWAY DR GRADE SEPARATION	\$39.56	
<b>90006</b>	08/23/2018			<b>INDUSTRY SECURITY SERVICES</b>	<b>\$3,459.46</b>
	Invoice	Date	Description	Amount	
	14-22877	08/03/2018	SECURITY SVC-METROLINK	\$1,729.73	
	14-22906	08/10/2018	SECURITY SVC-METROLINK	\$1,729.73	

Checks	Status	Count	Transaction Amount
	Total	3	\$3,577.82

**CITY OF INDUSTRY  
WELLS FARGO REFUSE  
August 23, 2018**

Checks	Date		Payee Name	Check Amount
<b>REFUSE - Refuse Account</b>				
<b>WT251</b>	08/06/2018		<b>CITY OF INDUSTRY DISPOSAL CO.</b>	<b>\$742,330.95</b>
	Invoice	Date	Description	Amount
	3328548	08/06/2018	REFUSE SVC 7/24-7/31/18	\$742,330.95
<b>80092</b>	08/23/2018		<b>JOHN ARMSTRONG CONSTRUCTION</b>	<b>\$2,560.13</b>
	Invoice	Date	Description	Amount
	8/7/2018	08/07/2018	REFUND-ACCOUNT #408655	\$2,560.13
<b>80093</b>	08/23/2018		<b>WIN IT AMERICA INC.</b>	<b>\$1,142.29</b>
	Invoice	Date	Description	Amount
	8/7/2018	08/07/2018	REFUND-ACOUNT #407707 AUTO PAY DEDUCTED	\$1,142.29

Checks	Status	Count	Transaction Amount
	Total	3	\$746,033.37

**CITY OF INDUSTRY**  
**WELLS FARGO VOIDED CHECKS**  
**August 23, 2018**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
<b>69040</b>	06/28/2018		08/15/2018	MERRITT'S ACE HARDWARE (\$98.47)
	Invoice	Date	Description	Amount
	105894	06/11/2018	VOIDED-CK NEVER RECEIVED	(\$98.47)
<b>69289</b>	07/23/2018		08/06/2018	D M V RENEWAL (\$15.00)
	Invoice	Date	Description	Amount
	8G22464-18	07/23/2018	VOIDED-CK NOT NEEDED	(\$15.00)

Checks	Status	Count	Transaction Amount
	Total	2	(\$113.47)

**CITY OF INDUSTRY  
WELLS FARGO BANK  
August 23, 2018**

Check	Date	Payee Name		Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
<b>69378</b>	08/08/2018	<b>AT &amp; T</b>		<b>\$348.12</b>
	Invoice	Date	Description	Amount
	2019-00000140	07/17/2018	07/17-08/16/18 SVC - TONNER-GUARD SHACK	\$165.52
	2019-00000141	07/17/2018	07/17-08/16/18 SVC - TONNER-RADIO	\$182.60
<b>69379</b>	08/08/2018	<b>AT &amp; T</b>		<b>\$176.00</b>
	Invoice	Date	Description	Amount
	4388392400	07/23/2018	06/19-07/18/18 SVC - 600 S BREA CYN-METROLINK	\$176.00
<b>69380</b>	08/08/2018	<b>FRONTIER</b>		<b>\$634.25</b>
	Invoice	Date	Description	Amount
	2019-00000100	07/19/2018	07/19-08/18/18 SVC - EM-21438 BAKER PKWY BLDG 25	\$51.72
	2019-00000101	07/19/2018	07/19-08/18/18 SVC - EM-21415 BAKER PKWY	\$51.72
	2019-00000102	07/19/2018	07/19-08/18/18 SVC - GS-21660 VALLEY BLVD	\$44.42
	2019-00000103	07/22/2018	07/22-08/21/18 SVC - EM-21733 BAKER PKWY BLDG 21	\$51.72
	2019-00000104	07/22/2018	07/22-08/21/18 SVC - GS-21858 VALLEY BLVD	\$54.41
	2019-00000105	07/25/2018	07/25-08/24/18 SVC - EM-21535 BAKER PKWY BLDG 20	\$51.72
	2019-00000106	07/25/2018	07/25-08/24/18 SVC - EM-21760 GARCIA LN	\$66.28
	2019-00000107	07/28/2018	07/28-08/27/18 SVC - EM-21912 GARCIA LN-ALARM	\$66.28
	2019-00000108	07/28/2018	07/28-08/27/18 SVC - EM-21700 BAKER PKWY BLDG 23	\$51.72
	2019-00000109	07/28/2018	07/28-08/27/18 SVC - EM-179 S. GRAND AVE	\$38.13
	2019-00000110	08/01/2018	08/01-08/31/18 SVC - GS-21650 VALLEY BLVD	\$51.72
	2019-00000111	08/01/2018	08/01-08/31/18 SVC - GS-21700 VALLEY BLVD	\$54.41
<b>69381</b>	08/08/2018	<b>MERRITT'S ACE HARDWARE</b>		<b>\$98.47</b>
	Invoice	Date	Description	Amount
	105894-A	06/11/2018	MISC SUPPLIES-HOMESTEAD	\$98.47
<b>69382</b>	08/08/2018	<b>ROWLAND WATER DISTRICT</b>		<b>\$4,565.53</b>

**CITY OF INDUSTRY  
WELLS FARGO BANK  
August 23, 2018**

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

Invoice	Date	Description	Amount
2019-00000124	07/25/2018	06/13-07/12/18 SVC - 17217 & 17229 CHESTNUT - IRR	\$187.87
2019-00000125	07/25/2018	06/13-07/12/18 SVC - 1123D HATCHER STREET	\$55.84
2019-00000126	07/25/2018	06/13-07/12/18 SVC - AZUSA AVE (RC)	\$96.09
2019-00000127	07/25/2018	06/13-07/12/18 SVC - 1135 HATCHER STREET	\$33.44
2019-00000128	07/25/2018	06/13-07/12/18 SVC - 1123C HATCHER STREET	\$145.44
2019-00000129	07/25/2018	06/13-07/12/18 SVC - 930 AZUSA AVE	\$772.59
2019-00000130	07/25/2018	06/13-07/12/18 SVC - 18044 ROWLAND-LAWSON	\$238.24
2019-00000131	07/25/2018	06/14-07/12/18 SVC - 17401 VALLEY BLVD	\$998.96
2019-00000132	07/25/2018	06/14-07/12/18 SVC - 755 NOGALES (RC)	\$203.82
2019-00000133	07/25/2018	06/14-07/12/18 SVC - HURLEY STREET & VALLEY	\$446.19
2019-00000134	07/25/2018	06/15-07/16/18 SVC - 1100 AZUSA AVENUE	\$154.30
2019-00000135	07/25/2018	06/15-07/16/18 SVC - AZUSA AVE - CENTER	\$113.44
2019-00000136	07/25/2018	06/15-07/16/18 SVC - 1023U NOGALES STREET	\$241.44
2019-00000137	07/25/2018	06/15-07/16/18 SVC - 909 U NOGALES STREET	\$516.64
2019-00000138	07/25/2018	06/15-07/16/18 SVC - 1015 NOGALES STREET - PUMP	\$250.16
2019-00000139	07/25/2018	06/15-07/16/18 SVC - AZUSA AVE	\$111.07

<b>69383</b>	08/08/2018	<b>SAN GABRIEL VALLEY WATER CO.</b>	<b>\$11,160.24</b>
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Invoice	Date	Description	Amount
2019-00000112	07/30/2018	06/27-07/27/18 SVC - S/E COR OF PELLISSIER	\$1,764.87
2019-00000113	07/30/2018	06/27-07/27/18 SVC - PELLISSIER	\$475.21
2019-00000114	07/30/2018	06/27-07/27/18 SVC - PECK/UNION PACIFIC BRIDGE	\$726.13
2019-00000115	07/30/2018	06/27-07/27/18 SVC - PELLISSIER	\$1,199.54
2019-00000116	07/30/2018	06/27-07/27/18 SVC - PELLISSIER	\$463.47
2019-00000117	07/30/2018	06/27-07/27/18 SVC - STA 111-50 CROSSROADS PKY	\$618.48
2019-00000118	07/30/2018	06/27-07/27/18 SVC - STA 129-00 CROSSROADS PKY	\$1,490.07
2019-00000119	07/30/2018	06/27-07/27/18 SVC - CROSSROADS PKY NORTH	\$945.03
2019-00000120	07/30/2018	06/27-07/27/18 SVC - CROSSROADS PKY SOUTH	\$1,319.13

**CITY OF INDUSTRY  
WELLS FARGO BANK  
August 23, 2018**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	2019-00000121	07/30/2018	06/27-07/27/18 SVC - STA 103-80 CROSSROADS PKY	\$256.32
	2019-00000122	07/30/2018	06/27-07/27/18 SVC - CROSSROADS PKY SOUTH	\$1,657.42
	2019-00000123	07/30/2018	06/27-07/27/18 SVC - IRRIG SALT LAKE/SEVENTH	\$244.57
<b>69384</b>	08/08/2018		<b>SO CALIFORNIA EDISON COMPANY</b>	<b>\$120,333.57</b>
	Invoice	Date	Description	Amount
	2019-00000087	07/24/2018	06/21-07/23/18 SVC - 580 BREA CYN RD	\$26.51
	2019-00000088	07/24/2018	06/21-07/23/18 SVC - 575 BREA CYN RD	\$26.66
	2019-00000089	07/24/2018	06/21-07/23/18 SVC - 21380 VALLEY PED	\$25.79
	2019-00000090	07/24/2018	06/21-07/23/18 SVC - 1007 LAWSON ST TC1	\$51.22
	2019-00000092	07/26/2018	06/25-07/25/18 SVC - 745 ANAHEIM PUENTE RD CP	\$62.53
	2019-00000093	07/27/2018	06/25-07/25/18 SVC - BREA CYN RD-VARIOUS SITES	\$557.03
	2019-00000094	07/26/2018	06/25-07/25/18 SVC - 17378 GALE AVE B	\$479.49
	2019-00000095	07/28/2018	06/27-07/27/18 SVC - 137 N HUDSON AVE	\$426.28
	2019-00000096	07/31/2018	06/27-07/27/18 SVC - VARIOUS SITES	\$234.21
	2019-00000097	08/02/2018	07/01-08/01/18 SVC - 1 VALLEY/AZUSA	\$16.05
	2019-00000098	08/02/2018	07/01-08/01/18 SVC - VARIOUS SITES	\$90.85
	2019-00000099	08/03/2018	07/01-08/01/18 SVC - VARIOUS SITES-INTERCONNECT	\$322.47
	15660STAFF-AUG18	08/04/2018	06/27-07/27/18 SVC - 15660 STAFFORD ST	\$3,494.79
	2019-00000147	07/19/2018	05/01/15-07/01/18 SVC - VARIOUS SITES	\$114,385.11
	2019-00000148	07/26/2018	06/01-07/24/18 SVC - 600 S BREA CYN RD	\$134.58
<b>69385</b>	08/08/2018		<b>SO CALIFORNIA EDISON COMPANY</b>	<b>\$57.49</b>
	Invoice	Date	Description	Amount
	2019-00000091	07/25/2018	06/22-07/24/18 SVC - 5010 ENGLISH RD	\$57.49
<b>69386</b>	08/08/2018		<b>SO CALIFORNIA EDISON COMPANY</b>	<b>\$277.60</b>
	Invoice	Date	Description	Amount
	7500936935	07/23/2018	04/01-04/30/18 SVC - RELIABILITY SVC	\$277.60

**CITY OF INDUSTRY  
WELLS FARGO BANK  
August 23, 2018**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
<b>69387</b>	08/08/2018		<b>SOCALGAS</b>	<b>\$139.16</b>
	Invoice	Date	Description	Amount
	2019-00000142	07/23/2018	06/19-07/19/18 SVC - 13756 VALLEY BLVD	\$14.79
	2019-00000143	07/24/2018	06/20-07/20/18 SVC - 15415 DON JULIAN RD	\$76.41
	2019-00000144	07/31/2018	06/27-07/27/18 SVC - 1015 NOGALES ST STE 101	\$15.46
	2019-00000145	07/31/2018	06/27-07/27/18 SVC - 710 NOGALES ST	\$14.79
	2019-00000146	08/02/2018	06/29-07/31/18 SVC - 1 INDUSTRY HILLS PKWY	\$17.71
<b>69388</b>	08/08/2018		<b>SUBURBAN WATER SYSTEMS</b>	<b>\$2,431.32</b>
	Invoice	Date	Description	Amount
	180070840443	07/24/2018	06/22-07/23/18 SVC - 205 HUDSON AV	\$42.02
	180090405897	07/24/2018	06/23-07/24/18 SVC - AZUSA & GEMINI	\$1,972.15
	180041181913	08/02/2018	07/04-08/02/18 SVC - NE CNR VALLEY/STIMS	\$417.15
<b>69389</b>	08/15/2018		<b>SHELL ENERGY NORTH AMERICA-US</b>	<b>\$90,900.00</b>
	Invoice	Date	Description	Amount
	2039820	08/02/2018	WHOLESALE USE-JULY 2018	\$80,400.00
	2039819	08/02/2018	CAPACITY FOR JULY 2018	\$10,500.00
<b>69390</b>	08/23/2018		<b>ACADEMY AWNING, INC.</b>	<b>\$4,500.00</b>
	Invoice	Date	Description	Amount
	18427	07/18/2018	INSTALL AWNINGS-205 HUDSON AVE	\$4,500.00
<b>69391</b>	08/23/2018		<b>ADVANCED EXERCISE EQUIPMENT</b>	<b>\$18,532.81</b>
	Invoice	Date	Description	Amount
	31378	07/24/2018	FITNESS EQUIPMENT-INDUSTRY HILLS TRAILS	\$18,532.81



**CITY OF INDUSTRY  
WELLS FARGO BANK  
August 23, 2018**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
<b>69392</b>	08/23/2018		<b>ARAMARK REFRESHMENT SERVICE,</b>	<b>\$84.75</b>
	Invoice	Date	Description	Amount
	7450250	07/31/2018	COFFEE/OFFICE SUPPLIES	\$84.75
<b>69393</b>	08/23/2018		<b>AVANT-GARDE, INC</b>	<b>\$395.00</b>
	Invoice	Date	Description	Amount
	4879	06/01/2018	PROJECT MGMT-AZUSA AVE BRIDGE	\$395.00
<b>69394</b>	08/23/2018		<b>B AND T CATTLE</b>	<b>\$14,580.00</b>
	Invoice	Date	Description	Amount
	87	07/31/2018	MAINT SVC-AUG 2018	\$14,580.00
<b>69395</b>	08/23/2018		<b>BRYAN PRESS</b>	<b>\$2,294.68</b>
	Invoice	Date	Description	Amount
	0079545	07/25/2018	NOTICE OF PARKING VIOLATION	\$2,294.68
<b>69396</b>	08/23/2018		<b>BUTSKO UTILITY DESIGN INC.</b>	<b>\$11,160.00</b>
	Invoice	Date	Description	Amount
	94698	07/18/2018	UTILITY ENG SVC-APR/MAY 2018	\$11,160.00
<b>69397</b>	08/23/2018		<b>CARA L. VARNELL</b>	<b>\$567.00</b>
	Invoice	Date	Description	Amount
	07/31/18	07/31/2018	REPAIR OF HISTORIC RUG-HOMESTEAD	\$567.00
<b>69398</b>	08/23/2018		<b>CASC ENGINEERING AND</b>	<b>\$5,820.00</b>
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY  
WELLS FARGO BANK  
August 23, 2018**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	39406	06/30/2018	NPDES CONSULTING-COI	\$5,820.00
<b>69399</b>	08/23/2018		<b>CDW GOVERNMENT LLC</b>	<b>\$262.46</b>
	Invoice	Date	Description	Amount
	NNS2883	07/27/2018	COMPUTER EQUIPMENT	\$262.46
<b>69400</b>	08/23/2018		<b>CINTAS CORPORATION LOC 693</b>	<b>\$111.20</b>
	Invoice	Date	Description	Amount
	693133800	08/06/2018	DOOR MATS	\$55.60
	693131802	07/30/2018	DOOR MATS	\$55.60
<b>69401</b>	08/23/2018		<b>CITY OF INDUSTRY</b>	<b>\$2,614.50</b>
	Invoice	Date	Description	Amount
	2018-00000079	06/30/2018	IH FUEL PUMP-SECURITY VEHICLES	\$1,688.72
	2018-00000081	07/30/2018	IH FUEL PUMP-CITY HALL VEHICLES	\$925.78
<b>69402</b>	08/23/2018		<b>CITY OF INDUSTRY DISPOSAL CO.</b>	<b>\$2,239.52</b>
	Invoice	Date	Description	Amount
	3326544	07/31/2018	DISP SVC-3226 GILMAN RD	\$84.51
	3326545	07/31/2018	DISP SVC-16000 TEMPLE AVE	\$140.85
	3326546	07/31/2018	DISP SVC-14362 PROCTOR AVE	\$84.51
	3326547	07/31/2018	DISP SVC-15710 NELSON AVE	\$28.17
	3326548	07/31/2018	DISP SVC-15702 NELSON AVE	\$28.17
	3326549	07/31/2018	DISP SVC-507 TURBULL CYN RD	\$56.34
	3326550	07/31/2018	DISP SVC-15730 NELSON AVE	\$28.17
	3326551	07/31/2018	DISP SVC-15644 NELSON AVE	\$28.17

CITY OF INDUSTRY  
WELLS FARGO BANK  
August 23, 2018

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
3326552	07/31/2018	DISP SVC-15626 NELSON AVE	\$28.17
3326553	07/31/2018	DISP SVC-629 GIANO AVE	\$56.34
3326554	07/31/2018	DISP SVC-754 S 5TH AVE	\$56.34
3326555	07/31/2018	DISP SVC-210 S 9TH AVE	\$56.34
3326556	07/31/2018	DISP SVC-16020 HILL ST	\$28.17
3326557	07/31/2018	DISP SVC-15736 NELSON AVE	\$28.17
3326558	07/31/2018	DISP SVC-15634 NELSON AVE	\$28.17
3326559	07/31/2018	DISP SVC-257 TURNBULL CYN RD	\$42.26
3326560	07/31/2018	DISP SVC-643 GIANO AVE	\$56.34
3326561	07/31/2018	DISP SVC-15151 PROCTOR AVE	\$84.51
3326562	07/31/2018	DISP SVC-15157 WALBROOK DR	\$28.17
3326563	07/31/2018	DISP SVC-16000 HILL ST	\$28.17
3326564	07/31/2018	DISP SVC-16010 HILL ST	\$56.34
3326565	07/31/2018	DISP SVC-16014 HILL ST	\$28.17
3326566	07/31/2018	DISP SVC-16229 HANDORF RD	\$28.17
3326567	07/31/2018	DISP SVC-16242 HANDORF RD	\$56.34
3326568	07/31/2018	DISP SVC-16220 HANDORF RD	\$84.51
3326569	07/31/2018	DISP SVC-16218 HANDORF RD	\$28.17
3326570	07/31/2018	DISP SVC-16217 HANDORF RD	\$56.34
3326571	07/31/2018	DISP SVC-16227 HANDORF RD	\$28.17
3326572	07/31/2018	DISP SVC-16238 HANDORF RD	\$28.17
3326573	07/31/2018	DISP SVC-16224 HANDORF RD	\$28.17
3326574	07/31/2018	DISP SVC-15714 NELSON AVE	\$28.17
3326575	07/31/2018	DISP SVC-15652 NELSON AVE	\$28.17
3326576	07/31/2018	DISP SVC-134 TURNBULL CYN RD	\$28.17
3326577	07/31/2018	DISP SVC-14063 PROCTOR AVE	\$84.51

**CITY OF INDUSTRY  
WELLS FARGO BANK  
August 23, 2018**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
3326578	07/31/2018	DISP SVC-20137 E WALNUT DR		\$28.17
3326579	07/31/2018	DISP SVC-15722 NELSON AVE		\$28.17
3326580	07/31/2018	DISP SVC-17229 CHESTNUT ST		\$84.51
3326581	07/31/2018	DISP SVC-130 TURBULL CYN RD		\$28.17
3326582	07/31/2018	DISP SVC-132 TURNBULL CYN RD		\$28.17
3326583	07/31/2018	DISP SVC-138 TURNBULL CYN RD		\$28.17
3326584	07/31/2018	DISP SVC-15236 VALLEY BLVD		\$169.02
3326585	07/31/2018	DISP SVC-16200 TEMPLE AVE		\$84.51
3326586	07/31/2018	DISP SVC-14310 PROCTOR AVE		\$84.51
3326587	07/31/2018	DISP SVC-16212 TEMPLE AVE		\$84.51
<b>69403</b>	08/23/2018		<b>CITY OF INDUSTRY-PAYROLL ACCT</b>	<b>\$100,000.00</b>
	Invoice	Date	Description	Amount
	P/R PE 8/10/18	08/15/2018	REIMBURSE FOR PAYROLL PE 8/10/18	\$100,000.00
<b>69404</b>	08/23/2018		<b>CITY OF INDUSTRY-REFUSE</b>	<b>\$11,367.77</b>
	Invoice	Date	Description	Amount
3326990	08/01/2018	DISP SVC-841 7TH AVE		\$192.82
3326989	08/01/2018	DISP SVC-205 N HUDSON AVE		\$192.82
3327278	08/01/2018	DISP SVC-CITY BUS STOPS		\$4,376.33
3326766	08/01/2018	DISP SVC-TONNER CYN		\$460.54
3328205	07/31/2018	DISP SVC-1123 HATCHER AVE		\$5,597.26
3326765	08/01/2018	DISP SVC/BOX RENTAL-TONNER CYN		\$548.00
<b>69405</b>	08/23/2018		<b>CNC ENGINEERING</b>	<b>\$148,047.50</b>
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY  
WELLS FARGO BANK  
August 23, 2018**

Check	Date	Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>			
457205	08/09/2018	EL ENCANTO PARKING ELECTRICAL REPAIRS	\$1,667.50
457206	08/09/2018	HATCHER YARD FACILITY DEMO	\$1,747.50
457210	08/09/2018	KELLA AVE STORM DRAIN	\$1,545.00
457212	08/09/2018	AUTO MALL CAR DEALERSHIP	\$650.00
457213	08/09/2018	FULLERTON RD PCC	\$1,850.00
457214	08/09/2018	ANNUAL SLURRY SEAL FY 2019	\$3,052.50
457215	08/09/2018	ANNUAL BUS STOP ADA IMPROVEMENTS	\$185.00
457216	08/09/2018	GENERAL ENGINEERING-TRAFFIC	\$4,542.50
457217	08/09/2018	GENERAL ENGINEERING-PLAN CHECKING	\$1,440.00
457218	08/09/2018	GENERAL ENGINEERING-COUNTER SVC	\$13,575.00
457219	08/09/2018	GENERAL ENGINEERING-PERMITS	\$22,352.50
457220	08/09/2018	WALNUT DR SOUTH WIDENING	\$2,667.50
457221	08/09/2018	CLEANOUT OF STORMWATER DEVICES	\$290.00
457222	08/09/2018	ARENTH AVE RECONSTRUCTION	\$8,072.50
457224	08/09/2018	CURB AND PAVEMENT MARKINGS	\$370.00
457225	08/09/2018	AJAX AVE STORM DRAIN	\$9,842.50
457226	08/09/2018	205 HUDSON AVE BLDG IMPROVEMENTS	\$1,532.50
457227	08/09/2018	GENERAL ENGINEERING 7/23-8/5/18	\$49,030.00
457228	08/09/2018	NPDES STORM WATER	\$3,750.00
457247	08/09/2018	COINER CT RECONSTRUCTION	\$870.00
457248	08/09/2018	BENCHMARKS	\$6,360.00
457249	08/09/2018	PAVEMENT MGMT SYSTEM	\$462.50
457250	08/09/2018	FULLERTON RD GRADE SEPARATION STUDY	\$7,045.00
457251	08/09/2018	ALAMEDA CORRIDOR EAST RELATED PROJ	\$1,302.50
457252	08/09/2018	FAIRWAY DR GRADE SEPARATION	\$3,140.00
457253	08/09/2018	ALAMEDA CORRIDOR EAST GRADE SEPARATION	\$705.00

**CITY OF INDUSTRY  
WELLS FARGO BANK  
August 23, 2018**

Check	Date	Payee Name		Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
<b>69406</b>	08/23/2018	<b>CNC ENGINEERING</b>		<b>\$121,886.25</b>
Invoice	Date	Description	Amount	
457201	08/09/2018	EMERGENCY STANDBY POWER GENERATOR	\$2,175.00	
457202	08/09/2018	RESURFACING DESIGN EXPO CENTER PARKING LOT	\$5,343.75	
457203	08/09/2018	EXPO CENTER MAIN GATE IMPROVEMENTS	\$412.50	
457204	08/09/2018	EXPO BARN FACILITY LIGHTING	\$740.00	
457207	08/09/2018	INDUSTRY HILLS TRAIL GRADING RESTORATION	\$8,906.25	
457208	08/09/2018	INDUSTRY HILLS TRAILS LIGHTING	\$4,182.50	
457209	08/09/2018	INDUSTRY HILLS GRAND ARENA PAINTING	\$370.00	
457211	08/09/2018	SEWER DESIGN EXPO CENTER	\$1,480.00	
457223	08/09/2018	RESURFACING OF DON JULIAN RD	\$555.00	
457230	08/09/2018	EXPANSION OF RECLAIMED WATER SYSTEM	\$705.00	
457229	08/09/2018	TONNER CYN PROPERTY	\$1,367.50	
457231	08/09/2018	TRES HERMANOS GENERAL ENGINEERING	\$462.50	
457232	08/09/2018	CITY HALL MAINT	\$1,815.00	
457233	08/09/2018	HOMESTEAD MUSEUM IMPROVEMENTS	\$4,785.00	
457234	08/09/2018	METROLINK OPERATION AND MAINT	\$3,897.50	
457235	08/09/2018	TRAFFIC SIGNAL AND INTERSECTION	\$4,102.50	
457236	08/09/2018	INDUSTRY HILLS FUEL TANKS DISPENSING DEVICES	\$1,320.00	
457237	08/09/2018	SIXTH AVE RECONSTRUCTION	\$2,127.50	
457238	08/09/2018	HIGHWAY BRIDGE PROGRAM FUNDING	\$925.00	
457239	08/09/2018	HIGHWAY BRIDGE PROGRAM-AZUSA AVE BRIDGE	\$185.00	
457240	08/09/2018	FISCAL YEAR BUDGET	\$7,222.50	
457241	08/09/2018	VARIOUS ASSIGNMENTS RELATED TO SA	\$3,821.25	
457242	08/09/2018	NELSON AVE & PUENTE AVE INTERSECTION	\$1,100.00	
457243	08/09/2018	TARGET SPEED SURVEY	\$2,327.50	

**CITY OF INDUSTRY  
WELLS FARGO BANK  
August 23, 2018**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
457244	08/09/2018		VALLEY BLVD RECONSTRUCTION	\$647.50
457245	08/09/2018		CARTEGRAPH IMPLEMENTATION & MGMT	\$12,647.50
457246	08/09/2018		LOUDEN LANE RESURFACING	\$870.00
457255	08/09/2018		CITY ELECTRICAL FACILITIES	\$47,392.50
<b>69407</b>	08/23/2018		<b>CORELOGIC INFORMATION</b>	<b>\$192.50</b>
	Invoice	Date	Description	Amount
	81908299	07/31/2018	GEOGRAPHIC PKG-JUL 2018	\$192.50
<b>69408</b>	08/23/2018		<b>COUNTY OF ORANGE</b>	<b>\$3,331.02</b>
	Invoice	Date	Description	Amount
	08/07/18-A	08/07/2018	FEE FOR CERT OF COMPLIANCE FOR SURVEY PLAN	\$3,331.02
<b>69409</b>	08/23/2018		<b>COUNTY OF ORANGE</b>	<b>\$1,545.00</b>
	Invoice	Date	Description	Amount
	08/07/18	08/07/2018	FEE FOR CERT OF COMPLIANCE FOR PLANNING	\$1,545.00
<b>69410</b>	08/23/2018		<b>CREATIVE IMAGE PRODUCTS</b>	<b>\$18.62</b>
	Invoice	Date	Description	Amount
	1466	07/31/2018	NAME PLATE-PHYLLIS TUCKER DEDICATION	\$18.62
<b>69411</b>	08/23/2018		<b>EGOSCUE LAW GROUP, INC.</b>	<b>\$137.50</b>
	Invoice	Date	Description	Amount
	12021	08/02/2018	LEGAL SVC-FOLLOW'S CAMP	\$137.50
<b>69412</b>	08/23/2018		<b>ENCO UTILITY SERVICES</b>	<b>\$3,380.00</b>
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY  
WELLS FARGO BANK  
August 23, 2018**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	20-3-03-43	07/19/2018	CUSTOMER ACCOUNT SVC-JUN 2018	\$3,380.00
<b>69413</b>	08/23/2018		<b>ERNEST MILLER</b>	<b>\$300.00</b>
	Invoice	Date	Description	Amount
	PPEMCR18	08/09/2018	PRESENTATION ON 9/1/18-HOMESTEAD	\$300.00
<b>69414</b>	08/23/2018		<b>EVERFI, INC.</b>	<b>\$1,483.00</b>
	Invoice	Date	Description	Amount
	47638	06/16/2018	EMPLOYEE TRAINING-ONLINE	\$1,483.00
<b>69415</b>	08/23/2018		<b>FUEL PROS, INC.</b>	<b>\$150.00</b>
	Invoice	Date	Description	Amount
	36949	07/31/2018	IH FUEL STATION MAINT	\$150.00
<b>69416</b>	08/23/2018		<b>GMS ELEVATOR SERVICES, INC</b>	<b>\$138.00</b>
	Invoice	Date	Description	Amount
	93273	08/01/2018	MONTHLY SVC-CITY HALL	\$138.00
<b>69417</b>	08/23/2018		<b>GONSALVES &amp; SON, JOE A.</b>	<b>\$10,000.00</b>
	Invoice	Date	Description	Amount
	156784	07/30/2018	LEGISLATIVE SVC-JUL 2018	\$10,000.00
<b>69418</b>	08/23/2018		<b>HDL COREN &amp; CONE</b>	<b>\$2,400.00</b>
	Invoice	Date	Description	Amount
	0025441-IN	07/30/2018	CONTRACT SVC PROP TAX-THIRD QTR 2018	\$2,400.00



**CITY OF INDUSTRY  
WELLS FARGO BANK  
August 23, 2018**

Check	Date			Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>					
<b>69419</b>	08/23/2018			<b>HOUSTON ENGINEERING, INC.</b>	<b>\$2,000.00</b>
	Invoice	Date	Description	Amount	
	0039897	08/01/2018	TRACKING SOFTWARE MS4FRONT 8/2018-7/2019	\$2,000.00	
<b>69420</b>	08/23/2018			<b>INDUSTRY SECURITY SERVICES</b>	<b>\$36,638.98</b>
	Invoice	Date	Description	Amount	
	14-22876	08/03/2018	SECURITY SVC-TRES HERMANOS	\$2,187.12	
	14-22905	08/10/2018	SECURITY SVC-TRES HERMANOS	\$2,187.12	
	14-22897	08/10/2018	SECURITY SVC 8/3-8/9/18	\$16,179.69	
	14-22868	08/03/2018	SECURITY SVC 7/27-8/2/18	\$16,085.05	
<b>69421</b>	08/23/2018			<b>IRRI-CARE PLUMBING &amp; BACKFLOW</b>	<b>\$40.00</b>
	Invoice	Date	Description	Amount	
	9061	08/02/2018	BACKFLOW TESTING-INDUSTRY HILLS	\$40.00	
<b>69422</b>	08/23/2018			<b>JEFFEREY ROME &amp; ASSOCIATES</b>	<b>\$1,326.90</b>
	Invoice	Date	Description	Amount	
	08/03/18	08/03/2018	REFUND DUE TO INCORRECT VALUATION OF	\$1,326.90	
<b>69423</b>	08/23/2018			<b>KIMLEY-HORN &amp; ASSOCIATES, INC.</b>	<b>\$1,508.47</b>
	Invoice	Date	Description	Amount	
	11663788	06/30/2018	INTERSECTION EVALUATION-FERRERO PKY/GRAND	\$1,508.47	
<b>69424</b>	08/23/2018			<b>L A COUNTY REGISTRAR-</b>	<b>\$75.00</b>
	Invoice	Date	Description	Amount	
	DP18-2	08/13/2018	FILING FEE-NOTICE OF EXEMPTION FOR DP18-2	\$75.00	

**CITY OF INDUSTRY  
WELLS FARGO BANK  
August 23, 2018**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
69425	08/23/2018		L A COUNTY SHERIFF'S	\$828,283.53
	Invoice	Date	Description	Amount
	190017CY	08/09/2018	SHERIFF CONTRACT-JUL 2018	\$828,283.53
69426	08/23/2018		LOCKE LORD LLP	\$69,717.81
	Invoice	Date	Description	Amount
	1429507	07/25/2018	LEGAL SVC-MAY/JUN 2018	\$69,717.81
69427	08/23/2018		McCORMICK, SUSAN	\$350.00
	Invoice	Date	Description	Amount
	PPSM2	08/09/2018	UKULELE WORKSHOP ON 9/15/18	\$350.00
69428	08/23/2018		NHA ADVISORS, LLC	\$756.25
	Invoice	Date	Description	Amount
	00098	08/06/2018	FINANCIAL ADVISOR SVC-JUN/JUL 2018	\$756.25
69429	08/23/2018		PITNEY BOWES, INC.	\$111.97
	Invoice	Date	Description	Amount
	3102340477	08/01/2018	POSTAGE MACHINE-FIRST FLOOR	\$111.97
69430	08/23/2018		PRICE, POSTEL & PARMA, LLP	\$2,177.50
	Invoice	Date	Description	Amount
	152660	07/11/2018	LEGAL SVC-JUN 2018	\$2,177.50
69431	08/23/2018		RICOH USA, INC.	\$180.16
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY  
WELLS FARGO BANK  
August 23, 2018**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	5054021900	07/25/2018	METER READING-FINANCE COPIER	\$180.16
<b>69432</b>	08/23/2018		<b>ROBINSON'S FLOWERS</b>	<b>\$147.77</b>
	Invoice	Date	Description	Amount
	2985	08/01/2018	FLOWERS AND DELIVERY	\$147.77
<b>69433</b>	08/23/2018		<b>SAN GABRIEL VALLEY</b>	<b>\$27,315.00</b>
	Invoice	Date	Description	Amount
	CI08082018F	08/08/2018	LANDSCAPE SVC/MAINT-FOLLOW'S CAMP	\$1,140.00
	CI08082018	08/08/2018	LANDSCAPE SVC/MAINT-EXPO BACK SIDE	\$14,220.00
	CI07252018	07/25/2018	LANDSCAPE/MAINT SVC-EXPO CENTER BACK SIDE	\$11,955.00
<b>69434</b>	08/23/2018		<b>SAN GABRIEL VALLEY NEWSPAPER</b>	<b>\$1,068.44</b>
	Invoice	Date	Description	Amount
	0000395200	07/31/2018	MONTHLY ADVERTISING-HOMESTEAD	\$1,068.44
<b>69435</b>	08/23/2018		<b>SARAH J. BURBANK</b>	<b>\$30.00</b>
	Invoice	Date	Description	Amount
	PPSTSB2	05/09/2018	SPANISH TRANSLATION-HOMESTEAD	\$30.00
<b>69436</b>	08/23/2018		<b>SC FUELS</b>	<b>\$50,632.18</b>
	Invoice	Date	Description	Amount
	3660949	08/03/2018	DIESEL FUEL-INDUSTRY HILLS PUMPS	\$26,038.71
	3661285	08/03/2018	REGULAR FUEL-INDUSTRY HILLS PUMPS	\$24,593.47
<b>69437</b>	08/23/2018		<b>SO CAL INDUSTRIES</b>	<b>\$280.16</b>
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY  
WELLS FARGO BANK  
August 23, 2018**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	337986	07/25/2018	RR RENTAL-TONNER CYN/57 FWY	\$280.16
<b>69438</b>	08/23/2018		<b>SOUTH COAST A.Q.M.D.</b>	<b>\$233.77</b>
	Invoice	Date	Description	Amount
	08/07/18	08/07/2018	PERMIT FEE-REISSUANCE OF PERMIT FOR FUEL	\$233.77
<b>69439</b>	08/23/2018		<b>SPARKLETTS</b>	<b>\$93.03</b>
	Invoice	Date	Description	Amount
	16916898 080318	08/03/2018	WATER DELIVERY	\$93.03
<b>69440</b>	08/23/2018		<b>SST CONSTRUCTION, LLC</b>	<b>\$820.00</b>
	Invoice	Date	Description	Amount
	43557	07/30/2018	PREVENTIVE MAINT-METRO SOLAR	\$500.00
	43394	07/25/2018	PREVENTIVE MAINT-METRO SOLAR	\$320.00
<b>69441</b>	08/23/2018		<b>STATE COMPENSATION INS. FUND</b>	<b>\$3,544.33</b>
	Invoice	Date	Description	Amount
	AUGUST 2018	08/01/2018	WORKERS COMP PREMIUM FOR AUGUST 2018	\$3,544.33
<b>69442</b>	08/23/2018		<b>SUPERIOR COURT OF CALIFORNIA,</b>	<b>\$6,304.50</b>
	Invoice	Date	Description	Amount
	JULY 2018	08/08/2018	PARKING CITATION REPORT-JULY 2018	\$6,304.50
<b>69443</b>	08/23/2018		<b>TEC-REFRESH, INC.</b>	<b>\$20,000.00</b>
	Invoice	Date	Description	Amount
	1117	07/18/2018	MICROSOFT SERVER UPGRADE	\$20,000.00

**CITY OF INDUSTRY  
WELLS FARGO BANK  
August 23, 2018**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
<b>69444</b>	08/23/2018		<b>THE FLAG SHOP</b>	<b>\$2,864.52</b>
	Invoice	Date	Description	Amount
	19327	07/30/2018	US FLAGS FOR VARIOUS SITES	\$2,864.52
<b>69445</b>	08/23/2018		<b>TPX COMMUNICATIONS</b>	<b>\$7,190.95</b>
	Invoice	Date	Description	Amount
	106157923-0	07/31/2018	INTERNET SVC-HOMESTEAD	\$1,023.85
	106216024-0	07/31/2018	INTERNET SVC-CITY/METRO/SUBSTATION	\$6,167.10
<b>69446</b>	08/23/2018		<b>TRIBUNE DIRECT MARKETING, LLC</b>	<b>\$3,623.67</b>
	Invoice	Date	Description	Amount
	67175	07/31/2018	CALENDAR BROCHURE-HOMESTEAD	\$3,623.67
<b>69447</b>	08/23/2018		<b>TURBO DATA SYSTEMS, INC</b>	<b>\$569.78</b>
	Invoice	Date	Description	Amount
	28550	07/31/2018	CITATION PROCESSING-JUN/JUL 2018	\$569.78
<b>69448</b>	08/23/2018		<b>U.S. HEALTHWORKS MEDICAL</b>	<b>\$260.00</b>
	Invoice	Date	Description	Amount
	3373314-CA	08/02/2018	MEDICAL REPORTS	\$130.00
	3365988-CA	07/20/2018	MEDICAL REPORTS	\$130.00
<b>69449</b>	08/23/2018		<b>UNDERGROUND SERVICE ALERT OF</b>	<b>\$82.60</b>
	Invoice	Date	Description	Amount
	720180156	08/01/2018	DIG ALERTS	\$82.60
<b>69450</b>	08/23/2018		<b>VANGUARD CLEANING SYSTEMS,</b>	<b>\$995.00</b>

**CITY OF INDUSTRY  
WELLS FARGO BANK  
August 23, 2018**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	Invoice	Date	Description	Amount
	58410	07/01/2018	JANITORIAL SVC-HOMESTEAD	\$995.00
<b>69451</b>	08/23/2018		<b>VORTEX INDUSTRIES, INC.</b>	<b>\$1,125.00</b>
	Invoice	Date	Description	Amount
	04-1262251-1	07/20/2018	REPAIR GATE-1123 HATCHER AVE	\$1,125.00
<b>69452</b>	08/23/2018		<b>WEATHERITE SERVICE</b>	<b>\$597.00</b>
	Invoice	Date	Description	Amount
	L178142	07/31/2018	A/C MAINT-IMC	\$433.00
	L178150	08/01/2018	A/C MAINT-IMC	\$164.00
<b>69453</b>	08/23/2018		<b>WILLDAN ENGINEERING</b>	<b>\$7,529.00</b>
	Invoice	Date	Description	Amount
	00616320	05/18/2018	ENGINEERING SVC-VARIOUS SITES	\$7,529.00

Checks	Status	Count	Transaction Amount
	Total	76	\$1,777,134.10

*CITY COUNCIL*

ITEM NO. 5.2



# CITY OF INDUSTRY

P.O. Box 3366 • 15625 E. Stafford St. • City of Industry, CA 91744-0366 • (626) 333-2211 • FAX (626) 961-6795

## MEMORANDUM

**To:** Honorable Mayor Radecki and Members of the City Council  
**From:** Troy Helling, Acting City Manager *TH*  
**Date:** August 23, 2018

**SUBJECT:** Consideration of Resolution No. 2018-39 Rescinding Resolution No. CC 2017-37 and Adopting a Salary Range Schedule for City Employees and City Elected Officials for Fiscal Year 2017-18

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### Background

On July 26, 2018, the City of Industry City Council adopted a Salary Range Schedule for all City employees and elected officials. The Acting City Manager has reviewed the City's staffing needs, and is proposing a revised salary range schedule that includes the following changes.

- Removing the designation and Salary Range of Project Coordinator
- Removing the designation and Salary Range of Executive Assistant to the City Manager
- Removing the designation and Salary Range of Senior Information Technology Analyst
- Removing the designation and Salary Range of Building and Operations Manager
- Removing the designation and Salary Range of Finance Manager

### Recommendation

Staff recommends that the City Council rescind Resolution No. CC 2017-37 and adopt Resolution No. CC 2018-39 adopting salary range schedule for City Employees and elected officials for Fiscal Year 2018-2019.

### Exhibits

- Exhibit A: Proposed Revised 2018-2019 Salary Range Schedule



**RESOLUTION NO. CC 2018-39**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, RESCINDING RESOLUTION NO. CC 2017-37 AND ADOPTING A SALARY RANGE SCHEDULE FOR CITY EMPLOYEES AND CITY ELECTED OFFICIALS FOR FISCAL YEAR 2018-2019**

**WHEREAS**, the FY 2018-19 ("FY 19") Proposed Operating Budget ("Budget") was presented to the City Council for adoption on June 28, 2018; and

**WHEREAS**, on June 28, 2018, the City Council adopted a Salary Range Schedule for all City Employees and elected officials for FY 19; and

**WHEREAS**, on July 26, 2018, the City Council adopted a revised Salary Range Schedule for all City Employees and elected officials for FY 19; and

**WHEREAS**, staff recommends removing the following positions from the City's Salary Range Schedule: Project Coordinator, Executive Assistant to the City Manager, Senior Information Technology Analyst, Building and Operations Manager, and the Finance Manager.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, HEREBY FINDS, DETERMINES, AND RESOLVES AS FOLLOWS:**

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

**Section 2.** Findings. The City Council finds as follows:

- A. The City Council is authorized under Government Code Section 36506 to establish salary ranges for City employees and appointed and elected officers.
- B. The City has followed all legal prerequisites prior to the adoption of this resolution.

**Section 3.** The City Council hereby rescinds Resolution No. CC 2017-37 in its entirety, and all prior salary range resolutions.

**Section 4.** The City Council hereby approves the City of Industry Salary Range Schedule for Fiscal Year 2018-2019, attached hereto as Exhibit A, and incorporated herein by reference.

**Section 5.** The City's Salary Range Schedule will be promptly made available for public review during normal business hours upon request. A copy of this Salary Range

Schedule will be retained for at least five years following the effective date of this Resolution.

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

**Section 7.** The Deputy City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Industry at a regular meeting held on August 23, 2018, by the following vote:

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

\_\_\_\_\_  
Mark D. Radecki, Mayor

**ATTEST:**

\_\_\_\_\_  
Julie Gutierrez-Robles, Deputy City Clerk

# CITY OF INDUSTRY



## EXHIBIT A

### SALARY RANGE SCHEDULE

FY 2018-2019

Date Effective: August 23, 2018

#### NON-MANAGEMENT CLASSIFICATIONS

<u>Grade</u> <u>Range #</u>	<u>POSITION</u>		<u>SALARY RANGE</u>		<u>Exempt</u> <u>Status</u>
			<u>Bottom Step</u>	<u>Top Step</u>	
1	Receptionist I	Annually	\$39,000.00	\$52,000.00	NE
		Monthly	\$3,250.00	\$4,333.33	
2	Administrative Technician I Receptionist II	Annually	\$48,360.00	\$64,479.96	NE
		Monthly	\$4,030.00	\$5,373.33	NE
3	Accounting Technician I	Annually	\$50,700.00	\$67,599.96	NE
	Administrative Technician II	Monthly	\$4,225.00	\$5,633.33	NE
	Planning Technician I				NE
4	Human Resources Technician I	Annually	\$53,040.00	\$70,719.96	NE
		Monthly	\$4,420.00	\$5,893.33	
5	Accounting Technician II	Annually	\$55,848.00	\$74,463.96	NE
	Code Enforcement Officer I	Monthly	\$4,654.00	\$6,205.33	NE
	Information Technology Technician				NE
	Planning Technician II				NE
6	Code Enforcement Officer II	Annually	\$58,500.00	\$78,000.00	NE
	Human Resources Technician II	Monthly	\$4,875.00	\$6,500.00	NE
	Accounting Technician III (New Position)				NE
7	Accountant I	Annually	\$61,386.00	\$81,848.04	NE
	Financial Analyst I	Monthly	\$5,115.50	\$6,820.67	NE
	Human Resources Analyst I				NE
	Management Analyst I				NE
8	Information Technology Analyst	Annually	\$64,350.00	\$85,800.00	NE
	Deputy City Clerk	Monthly	\$5,362.50	\$7,150.00	NE
	Deputy City Treasurer				

# CITY OF INDUSTRY

## SALARY RANGE SCHEDULE

FY 2018-2019

Date Effective: July 1, 2018

### MANAGEMENT CLASSIFICATIONS

<u>Grade</u> <u>Range #</u>	<u>POSITION</u>		<u>SALARY RANGE</u>		<u>Exempt</u> <u>Status</u>
			<u>Bottom Step</u>	<u>Top Step</u>	
10	Accountant II	Annually	\$70,980.00	\$94,640.04	E
	Financial Analyst II	Monthly	\$5,915.00	\$7,886.67	E
	Human Resources Analyst II				E
	Management Analyst II				E
					E
12	Accountant III	Annually	\$85,878.00	\$114,504.00	E
	Financial Analyst III	Monthly	\$7,156.50	\$9,542.00	E
	Human Resources Analyst III				E
	Management Analyst III				E
13		Annually	\$94,458.00	\$125,943.96	E
		Monthly	\$7,871.50	\$10,495.33	E
					E
15	Planning and Safety Manager	Annually	\$114,270.00	\$152,360.04	E
	Public Affairs and Inter Governmental Liaison Manager	Monthly	\$9,522.50	\$12,696.67	E
					E
16	City Clerk	Annually	\$120,825.00	\$161,100.00	E
		Monthly	\$10,068.75	\$13,425.00	
19	City Treasurer	Annually	\$167,232.00	\$222,975.96	E
		Monthly	13,936.00	\$18,581.33	
20	Director of Finance	Annually	\$183,924.00	\$245,232.00	E
	Assistant City Manager	Monthly	\$15,327.00	\$20,436.00	E
25	City Manager - Contract Position	Annually		\$225,000.00	E
		Monthly		\$18,750.00	

# CITY OF INDUSTRY

## SALARY RANGE SCHEDULE

FY 2018-2019

Date Effective: July 1, 2018

### PART-TIME EMPLOYEES (HOURLY)

<u>Grade</u> <u>Range #</u>	<u>POSITION</u>		<u>SALARY RANGE</u>		<u>Exempt</u> <u>Status</u>
			<u>Bottom Step</u>	<u>Top Step</u>	
PT-1	P/T Receptionist I	Hourly	\$18.75	\$25.00	N/A
PT-2	P/T Receptionist II Administrative Technician I	Hourly	\$23.25	\$31.00	N/A
PT-3	Administrative Technician II	Hourly	\$24.38	\$32.50	N/A
PT-5	Code Enforcement Officer I IT Technician	Hourly	\$26.85	\$35.80	N/A
PT-6	Code Enforcement Officer II	Hourly	\$28.13	\$37.50	N/A

### BOARDS AND COMMISSIONS

	<u>POSITION</u>		<u>SALARY RANGE</u>	
			<u>Monthly</u>	<u>Exempt</u>
BC-1	City Council/Successor Agency/Industry Public Finance Authority	Stipend	\$2,009.00	E
BC-2	Industry Public Utilities Commission	Stipend	\$256.00	E
BC-3	Planning Commission	Stipend	\$709.00	E
BC-4	Civic Recreational Industrial Authority	Stipend	\$709.00	E
BC-5	Industry Property and Housing Management Authority	Stipend	\$625.00	E

*CITY COUNCIL*

ITEM NO. 5.3



# CITY OF INDUSTRY

Incorporated June 18, 1957

## MEMORANDUM

TO: Honorable Mayor Radecki and Members of the Council

FROM: Troy Helling, Acting City Manager

STAFF: Yamini Pathak, Acting Director of Finance

DATE: August 15, 2018

SUBJECT: Resolution No. CC 2018-40 of the City of Industry, California, Fixing the Rate of Taxes and Levying Taxes for the 2018/19 Fiscal Year on Property within the City to Pay the Bonded or Other Indebtedness of the City

Resolution No. CC 2018-41 of the City of Industry, California, Fixing the Amount of Revenue from Property Taxes Necessary to Pay the Bonded or Other Indebtedness of the City Accruing During the 2018/19 Fiscal Year; and

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### **BACKGROUND:**

It is required that the City of Industry annually adopt resolutions to set the tax rates levied and to satisfy the aggregate debt service payments for the City's General Obligation ("GO") bonds.

The portion of GO Tax Rate revenue pledged to supporting the City's GO Bond Debt is the revenue based on the City's assessed valuations ("AV") in Taxing District #1, the Redevelopment Project Area 4 and the base year AV for Redevelopment Project Areas 1, 2, and 3.

### **DISCUSSION:**

The attached August 15, 2018 memorandum from the City's financial advisors, Eric Scriven and Michael Meyer, of NHA Advisors, summarizes how the projected GO tax revenues will be applied to each of the four series of GO bonds. It also includes details on how the GO

debt service requirement of \$13,436,026 will be met by utilizing a combination of these tax revenues and funds already on deposit of \$1,900,000.

The Los Angeles County's FY 2018/19 Assessed Valuation report, for all of the secured and unsecured properties in the City, is used to calculate the estimated GO property tax revenue.

Resolution number CC 2018-40 sets and allocates the City's accrued property tax revenues to pay the bonded or other indebtedness for GO bonds in FY 2018/19.

Resolution number CC 2018-41 sets the tax rates levied upon property owners within the City's jurisdiction in order to pledge revenues necessary to pay the debt service payments for the GO bonds. The adopted resolution is due to Los Angeles County on August 23, 2018.

**FISCAL IMPACT:**

The recommended actions will authorize the amount of \$13,436,026 of projected property tax revenues based on the City's FY 2018/19 AV, at a tax rate of \$.7375, necessary to pay the GO bond debt service payments.

**RECOMMENDED ACTION:**

Staff recommends the City Council adopt:

- a) Resolution number CC 2018-40 fixing the rate of taxes and levying taxes for the 2018/19 fiscal year on property within the City to pay the bonded or other indebtedness of the City; and
- b) Resolution number CC 2018-41, fixing the amount of revenue from property taxes necessary to pay the bonded or other indebtedness of the City accruing during FY 2018/19

**ATTACHMENTS:**

- 1. Memorandum: 2018/19 Tax Rate for General Obligation Debt Service from Eric Scriven and Michael Meyer, NHA Advisors
- 2. Resolution No. CC 2018-40: Council Adoption Fixing the Rate of Taxes and Levying Taxes for FY 2018/19 on Property within the City to Pay the Bonded or Other Indebtedness of the City
- 3. Resolution No. CC 2018-41: Council Adoption Fixing Amount of Revenue from Property Taxes Necessary to pay the Bonded or Other Indebtedness of the City Accruing during FY 2018/19



**MEMORANDUM**

To: Troy Helling and Yamini Pathak, City of Industry  
 From: Eric Scriven and Michael Meyer, NHA Advisors  
 Cc: Dean Yamagata, Frazer LLP  
 Date: August 15, 2018  
 RE: 2018/19 Tax Rate for General Obligation (GO) Debt Service

2018/19 estimated Assessed Valuation’s (AV) for the City of Industry (City) were released this week by the County of Los Angeles. The total AV for the City is estimated at \$9,293,155,324, an increase of 11% from the previous year. This is inclusive of the City’s four RDA project areas, and also the non-RDA portion of the City known as Taxing District #1 (TD#1).

The portion of GO Tax Rate revenue pledged to supporting the City’s GO Bond Debt is the revenue attributable to TD#1, RDA Project Area 4, and the base year AV for Redevelopment Project Areas 1, 2 and 3. TD#1 AV for 2018/19 is estimated at \$1,337,338,617, for Project 4 is \$42,843,230 and the base year AV total for Project Areas 1, 2 and 3 is \$441,652,186. Combined, this totals **\$1,821,834,033** in assessed valuation.

Per existing bond covenants, the City will maintain the same tax rate as last year, which is **\$0.7375 per \$100 of assessed valuation**. This tax rate, when applied to the \$1,821,834,033 of AV, totals \$13,436,026.00 in estimated GO tax revenue. This tax revenue will be allocated as follows\*:

(a)	For the debt service on the voter-approved 2014 GO Refunding Bonds	\$736,959.87
(b)	For the debt service on the voter-approved 2010 GO Refunding Bonds	\$3,243,698.38
(c)	For the debt service on the voter-approved 2009 Series B GO Refunding Bonds	\$5,218,140.79
(d)	For the debt service on the voter-approved 2009 GO Refunding Bonds	\$4,222,226.96
(e)	For the paying agent’s fees for above	<u>\$15,000.00</u>
	<b>TOTAL</b>	<b>\$13,436,026.00</b>

\* Allocated based on share of total 2018/19 debt service payment (5.49% for 2014 GO, 24.17% for 2010 GO, 38.88% for 2009B GO, and 31.46% for 2009 GO).

In order to satisfy the aggregate debt service payment (\$15,169,363) for FY 2018/19 on the four GO Bond issues, the City will also utilize approximately \$1.7 million from current funds on deposit. In anticipation of this, in late July the City deposited \$1.9 million into the GO Bond Trust Account. When combined with the \$1.2 million balance previously held in the GO Bond Trust Account, the new fund balance totaled approximately \$3.1 million. This amount is greater (by about \$1.4 million) than the estimated \$1.7 million needed, thus any surplus will remain in the GO Bond Trust Account to provide flexibility to reduce (or possibly eliminate the need for) next year’s deposit. This extra amount also provides additional security that there will be sufficient funds to pay debt service in the event that tax revenues do not come in as expected.

Attached to this memorandum are resolutions that detail the 2018/19 GO tax rate to be adopted as well as how the GO tax revenue shall be allocated. Please let us know if you have any questions.

**RESOLUTION NO. CC 2018 - 40**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF INDUSTRY, CALIFORNIA, FIXING THE RATE OF TAXES  
AND LEVYING TAXES FOR THE 2018/19 FISCAL YEAR ON  
PROPERTY WITHIN THE CITY TO PAY THE BONDED  
OR OTHER INDEBTEDNESS OF THE CITY**

THE CITY COUNCIL OF THE CITY OF INDUSTRY DOES HEREBY RESOLVE AS FOLLOWS:

**SECTION 1:** This City Council has heretofore adopted Resolution No. CC 2018 - 41 in which the City Council has fixed the sum of \$13,436,026 as the total amount of revenue from property taxes necessary to pay the bonded or other indebtedness of the city accruing during the 2018/19 fiscal year.

**SECTION 2:** The Los Angeles County Auditor-Controller has transmitted to the City a written statement showing the total full value of all property in the City of Industry ascertained from the current assessment books of Los Angeles County, as equalized and corrected, in the amount of \$9,293,155,324.

**SECTION 3:** The City Council hereby fixes the rate of the tax of the City of Industry from the 2018/19 fiscal year to pay bonded or other indebtedness of the City and the amount necessary to compensate for the allocation and payment required pursuant to subdivision (b) of Section 33670 and subdivision (d) of Section 33675 of the Health and Safety Code at .737500 as shown on Exhibit "A" attached hereto, and hereby levies such tax in said amount upon each one hundred dollars in full value of all property as assessed and equalized .

**SECTION 4:** The City Clerk is hereby directed to transmit immediately to the Los Angeles County Auditor-Controller a certified copy of this Resolution together with a statement of the tax rate fixed herein. The City Clerk is further directed to post copies of this Resolution in three (3) public places in the City of Industry designated for the posting of ordinances of the City.

**SECTION 5:** The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

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

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Industry at a regular meeting held on August 23, 2018 by the following vote:

AYES: COUNCILMEMBERS:  
NOES: COUNCILMEMBERS:  
ABSTAIN: COUNCILMEMBERS:  
ABSENT: COUNCILMEMBERS:

---

Mark D. Radecki, Mayor

**ATTEST:**

---

Julie Gutierrez-Robles, Deputy City Clerk

EXHIBIT "A"

2018/19 SECURED TAX RATES

<u>ACCT.#</u>	<u>AGENCY</u>	<u>DISTRICT</u>	<u>TAX RATE</u>
174.01	City of Industry	TD #1	\$.737500
174.02	City of Industry	CIV-REC-IND RP 1	\$.737500
174.03	City of Industry	TR DIS IND RP 2	\$.737500
174.04	City of Industry	TR DIS IND RP 3	\$.737500
174.06	City of Industry	CIV-REC-IND RP 4	\$.737500

I, Mark D. Radecki, am a member of the City Council of the City of Industry and I hereby certify that the tax rates levied hereby are exempt from the application of Article XI I IA, Section 1(A) of the Constitution of the State of California.

\_\_\_\_\_  
Authorized signature

Mayor  
Title

August 23, 2018  
Date

*CITY COUNCIL*

ITEM NO. 5.4






# CITY OF INDUSTRY

Incorporated June 18, 1957

## MEMORANDUM

TO: Honorable Mayor Radecki and Members of the Council

FROM: Troy Helling, Acting City Manager

STAFF: Yamini Pathak, Acting Director of Finance 

DATE: August 15, 2018

SUBJECT: Resolution No. CC 2018-40 of the City of Industry, California, Fixing the Rate of Taxes and Levying Taxes for the 2018/19 Fiscal Year on Property within the City to Pay the Bonded or Other Indebtedness of the City

Resolution No. CC 2018-41 of the City of Industry, California, Fixing the Amount of Revenue from Property Taxes Necessary to Pay the Bonded or Other Indebtedness of the City Accruing During the 2018/19 Fiscal Year; and

---

### **BACKGROUND:**

It is required that the City of Industry annually adopt resolutions to set the tax rates levied and to satisfy the aggregate debt service payments for the City's General Obligation ("GO") bonds.

The portion of GO Tax Rate revenue pledged to supporting the City's GO Bond Debt is the revenue based on the City's assessed valuations ("AV") in Taxing District #1, the Redevelopment Project Area 4 and the base year AV for Redevelopment Project Areas 1, 2, and 3.

### **DISCUSSION:**

The attached August 15, 2018 memorandum from the City's financial advisors, Eric Scriven and Michael Meyer, of NHA Advisors, summarizes how the projected GO tax revenues will be applied to each of the four series of GO bonds. It also includes details on how the GO

debt service requirement of \$13,436,026 will be met by utilizing a combination of these tax revenues and funds already on deposit of \$1,900,000.

The Los Angeles County's FY 2018/19 Assessed Valuation report, for all of the secured and unsecured properties in the City, is used to calculate the estimated GO property tax revenue.

Resolution number CC 2018-40 sets and allocates the City's accrued property tax revenues to pay the bonded or other indebtedness for GO bonds in FY 2018/19.

Resolution number CC 2018-41 sets the tax rates levied upon property owners within the City's jurisdiction in order to pledge revenues necessary to pay the debt service payments for the GO bonds. The adopted resolution is due to Los Angeles County on August 23, 2018.

**FISCAL IMPACT:**

The recommended actions will authorize the amount of \$13,436,026 of projected property tax revenues based on the City's FY 2018/19 AV, at a tax rate of \$.7375, necessary to pay the GO bond debt service payments.

**RECOMMENDED ACTION:**

Staff recommends the City Council adopt:

- a) Resolution number CC 2018-40 fixing the rate of taxes and levying taxes for the 2018/19 fiscal year on property within the City to pay the bonded or other indebtedness of the City; and
- b) Resolution number CC 2018-41, fixing the amount of revenue from property taxes necessary to pay the bonded or other indebtedness of the City accruing during FY 2018/19

**ATTACHMENTS:**

- 1. Memorandum: 2018/19 Tax Rate for General Obligation Debt Service from Eric Scriven and Michael Meyer, NHA Advisors
- 2. Resolution No. CC 2018-40: Council Adoption Fixing the Rate of Taxes and Levying Taxes for FY 2018/19 on Property within the City to Pay the Bonded or Other Indebtedness of the City
- 3. Resolution No. CC 2018-41: Council Adoption Fixing Amount of Revenue from Property Taxes Necessary to pay the Bonded or Other Indebtedness of the City Accruing during FY 2018/19

**MEMORANDUM**

To: Troy Helling and Yamini Pathak, City of Industry  
 From: Eric Scriven and Michael Meyer, NHA Advisors  
 Cc: Dean Yamagata, Frazer LLP  
 Date: August 15, 2018  
 RE: 2018/19 Tax Rate for General Obligation (GO) Debt Service

2018/19 estimated Assessed Valuation’s (AV) for the City of Industry (City) were released this week by the County of Los Angeles. The total AV for the City is estimated at \$9,293,155,324, an increase of 11% from the previous year. This is inclusive of the City’s four RDA project areas, and also the non-RDA portion of the City known as Taxing District #1 (TD#1).

The portion of GO Tax Rate revenue pledged to supporting the City’s GO Bond Debt is the revenue attributable to TD#1, RDA Project Area 4, and the base year AV for Redevelopment Project Areas 1, 2 and 3. TD#1 AV for 2018/19 is estimated at \$1,337,338,617, for Project 4 is \$42,843,230 and the base year AV total for Project Areas 1, 2 and 3 is \$441,652,186. Combined, this totals **\$1,821,834,033** in assessed valuation.

Per existing bond covenants, the City will maintain the same tax rate as last year, which is **\$0.7375 per \$100 of assessed valuation**. This tax rate, when applied to the \$1,821,834,033 of AV, totals \$13,436,026.00 in estimated GO tax revenue. This tax revenue will be allocated as follows\*:

(a)	For the debt service on the voter-approved 2014 GO Refunding Bonds	\$736,959.87
(b)	For the debt service on the voter-approved 2010 GO Refunding Bonds	\$3,243,698.38
(c)	For the debt service on the voter-approved 2009 Series B GO Refunding Bonds	\$5,218,140.79
(d)	For the debt service on the voter-approved 2009 GO Refunding Bonds	\$4,222,226.96
(e)	For the paying agent’s fees for above	<u>\$15,000.00</u>
	<b>TOTAL</b>	<b>\$13,436,026.00</b>

*\* Allocated based on share of total 2018/19 debt service payment (5.49% for 2014 GO, 24.17% for 2010 GO, 38.88% for 2009B GO, and 31.46% for 2009 GO.*

In order to satisfy the aggregate debt service payment (\$15,169,363) for FY 2018/19 on the four GO Bond issues, the City will also utilize approximately \$1.7 million from current funds on deposit. In anticipation of this, in late July the City deposited \$1.9 million into the GO Bond Trust Account. When combined with the \$1.2 million balance previously held in the GO Bond Trust Account, the new fund balance totaled approximately \$3.1 million. This amount is greater (by about \$1.4 million) than the estimated \$1.7 million needed, thus any surplus will remain in the GO Bond Trust Account to provide flexibility to reduce (or possibly eliminate the need for) next year’s deposit. This extra amount also provides additional security that there will be sufficient funds to pay debt service in the event that tax revenues do not come in as expected.

Attached to this memorandum are resolutions that detail the 2018/19 GO tax rate to be adopted as well as how the GO tax revenue shall be allocated. Please let us know if you have any questions.



**RESOLUTION NO. CC 2018 – 41**

**A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF INDUSTRY, CALIFORNIA, FIXING THE AMOUNT OF  
REVENUE FROM PROPERTY TAXES NECESSARY TO PAY  
THE BONDED OR OTHER INDEBTEDNESS OF THE CITY  
ACCRUING DURING THE 2018/19 FISCAL YEAR**

THE CITY COUNCIL OF THE CITY OF INDUSTRY DOES HEREBY RESOLVE AS FOLLOWS:

**SECTION 1:** This City Council hereby fixes the amount of revenue from property taxes necessary to pay the bonded or other indebtedness of the city accruing during the 2018/19 fiscal year as follows:

(a) For the debt service on the voter-approved 2014 general obligation refunding bonds .....	\$736,959.87
(b) For the debt service on the voter-approved 2010 general obligation refunding bonds.....	3,243,698.38
(c) For the debt service on the voter-approved 2009 Series B general obligation refunding bonds.....	5,218,140.79
(d) For the debt service on the voter-approved 2009 general obligation refunding bonds .....	4,222,226.96
(e) For the paying agent’s fees for above.....	15,000.00
<b>TOTAL.....</b>	<b>\$13,436,026.00</b>

**SECTION 2:** The City Clerk is hereby directed to post copies of this Resolution at three (3) public places in the City of Industry designated for the posting of ordinances of the city.

**SECTION 3:** The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

**SECTION 4:** The Deputy City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Industry at a regular meeting held on August 23, 2018 by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:

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Mark D. Radecki, Mayor

**ATTEST:**

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Julie Gutierrez-Robles, Deputy City Clerk

*CITY COUNCIL*

ITEM NO. 6.1



# CITY OF INDUSTRY

## MEMORANDUM

**TO:** City Council

**FROM:** Troy Helling, Acting City Manager *TH*

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

**DATE:** August 23, 2018

**SUBJECT:** Development plan 18-2, 338 Turnbull Canyon Road

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### Proposal:

Sylvia Tran, representing Xebec, is requesting approval of Development Plan 18-2 to allow for the demolition of a 46,146 square foot building in order to replace it with a new 44,920 square foot concrete tilt-up building, on a 3.46 acre lot, located at 338 Turnbull Canyon Road. The applicant is also proposing to do exterior modifications of an existing building that will remain on the property to match the architecture of the new building. Specifically, the project consists of the construction of a new industrial structure with a building footprint of 41,920 square feet and a 3,000 square foot second floor mezzanine. The proposed project will also include various site improvements such as repaving of the existing parking lot, and the installation of new landscaping. The applicant's request complies with the City's development guidelines set forth in the City's Municipal Code ("Code").

### Location and Surroundings:

As shown on the location map (Exhibit A), the project site is located within a rectangular shape lot (APN 8208-021-027) southwest of Proctor and east of Turnbull Canyon Road, with an approximate frontage of 281 feet off of Turnbull Canyon Road. The Property is surrounded by industrial uses to the north, south, east and west.

### Staff Analysis:

Staff has determined that the proposed development project is consistent with the Zoning ("M" – Industrial Zone) and General Plan (Employment) designations of the Property and complies with the development and design standards found in Chapter 17.36, Design Review, of the City's Code. Specifically, the project is in compliance with all applicable development standards including: parking, landscaping, building height, lot coverage and setbacks

### *Property*

The proposed project sits on a rectangular shape parcel that is 3.46 acres (150,616 square-feet) in size, with two existing industrial buildings. The existing building to be demolished is located at the front of the Property, fronting Turnbull Canyon Road and is a total of 46,146 square-feet, including a second story mezzanine at approximately 4,150 square feet. The second building located at the rear of the Property, is a total of 29,760 square feet, and will remain on the Property with a façade upgrade to match the architecture of the new building. Currently, the Property has a total of 114 parking stalls and limited landscaping which will be improved as part of this project.

As shown on the attached site plan (Exhibit B) the proposed 44,920 square-foot industrial building will consist of 38,920 square-feet of warehouse with five loading docks, 3,000 square-feet of office space on the first floor, and a 3,000 square-foot mezzanine which will be used as a second floor office. The landscaping and building footprint is designed to screen all loading docks and exterior equipment from the public right of way. New landscaping will be installed along the boundary of adjacent parcels and primarily on the property frontage, acting as a buffer between the new building and the sidewalk adjacent to Turnbull Canyon Road. Additionally, seven new parking spaces and drive aisles will be created as part of this project.

#### *Access*

The Property is served by multiple streets adequate in width and improved as necessary to carry the kind and quantity of traffic such use would generate. The Property is a rectangular shaped lot that is currently served by a 28 foot driveway entrance from Turnbull Canyon Road, and an existing 32 foot driveway entrance also located on Turnbull Canyon Road will be removed and replaced with landscaping. The proposed drive aisle meet the City's minimum drive aisle width of 26 feet.

#### *Compatibility*

The proposed new warehouse will have the same function and purpose as the existing development on the property therefore it is compatible with the surrounding properties and land uses. The project is located in an urbanized area and is surrounded by various industrial uses to the north, south, east, and west of the property. A new building design will benefit the area because the architecture for the proposed warehouse is attractive and functional for the industrial area.

As shown in the elevations (Exhibit D) the architecture of the proposed warehouse provides a variety of design treatments. Both buildings will be a concrete tilt-up structures with white and gray paint. The proposed entrance of the new building will be clearly visible with a lined tilt-up concrete panel along with distinctive window arrangements providing a decorative exterior. Further design elements include projective paneling, and framing around windows and entrances. As illustrated in (Exhibit E), the existing concrete tilt-up structure will also have a façade upgrade to match the design of the new building. The changes will mainly occur on the building's office entrance which include; metal paneling to the building's entrance, projective panels around windows, and a canopy with an open trellis that will act as a cover for new patio area.

#### *Landscaping*

Section 17.36.060.Q. of the City's Code requires that a minimum of 12 percent of the site be devoted to landscaping. The applicant is meeting this requirement by proposing 18,366 (12.2%) square feet of landscaping. The landscaping buffers around the adjacent parcels and will be more heavily landscaped on the building frontage facing Turnbull Canyon Road.

#### *Parking*

Per Section 17.12.50.K. of the Code, parking for the existing 29,307 square-foot building and the proposed 44,920 square-foot building when calculated are a combined 74,227 square-feet, require 50 parking spaces plus one space per 750 square feet of floor area over 25,000 square feet. Based on this formula, a total of 116 parking spaces are required. The applicant is exceeding this requirement by providing a total of 121 parking spaces on this site.

#### **Environmental Analysis:**

The proposed project is exempt from the California Environmental Quality Act ("CEQA") per Section 15302(b). The Class 2 exemption applies to replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure

replaced and is substantially the same in size, purpose and capacity. In this case the existing 46,146 square-foot industrial warehouse building will be replaced with a new 44,920 square foot industrial warehouse building. The new structure is substantially similar in size, the purpose is the same, as the new building will also be used as an industrial warehouse, and the capacity is substantially the same.

**Fiscal Impact:**

The overall project will have a positive fiscal impact to the City of Industry by increasing the property value.

**Recommendation:**

The proposed use complies with the use standards of the Municipal Code and satisfies the findings noted in the Resolution, Staff recommends that the City Council adopt Resolution No. CC 2018-42 (Exhibit G) recommending City Council approval of Development Plan 18-2 with the findings for approval and Standard Requirements and Conditions of Approval contained in the Resolution.

**Exhibits:**

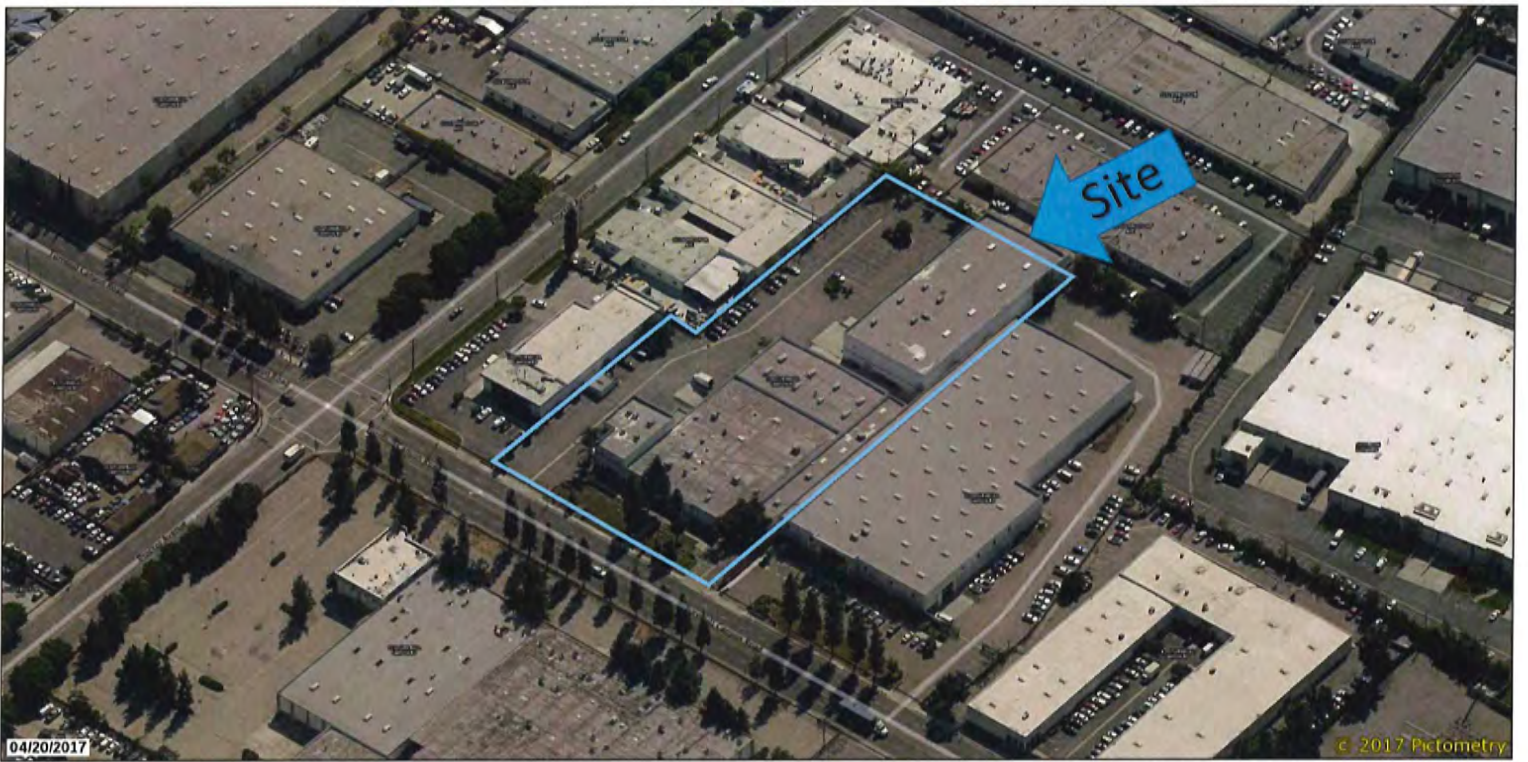
- A. Location Map - DP 18-2
- B. Site Plan – DP 18-2
- C. Floor Plan - DP 18-2
- D. Elevations Proposed Structure – DP 18-2
- E. Elevations Existing Structure – DP 18-2
- F. Notice of Exemption DP 18-2
- G. Resolution No. CC 2018-42 recommending City Council approval of Development Plan No. 18-2 with findings of approval, Standard Requirements and Conditions of Approval.

**EXHIBIT A**

Location Map – Development Plan 18-2

**[Attached]**





04/20/2017

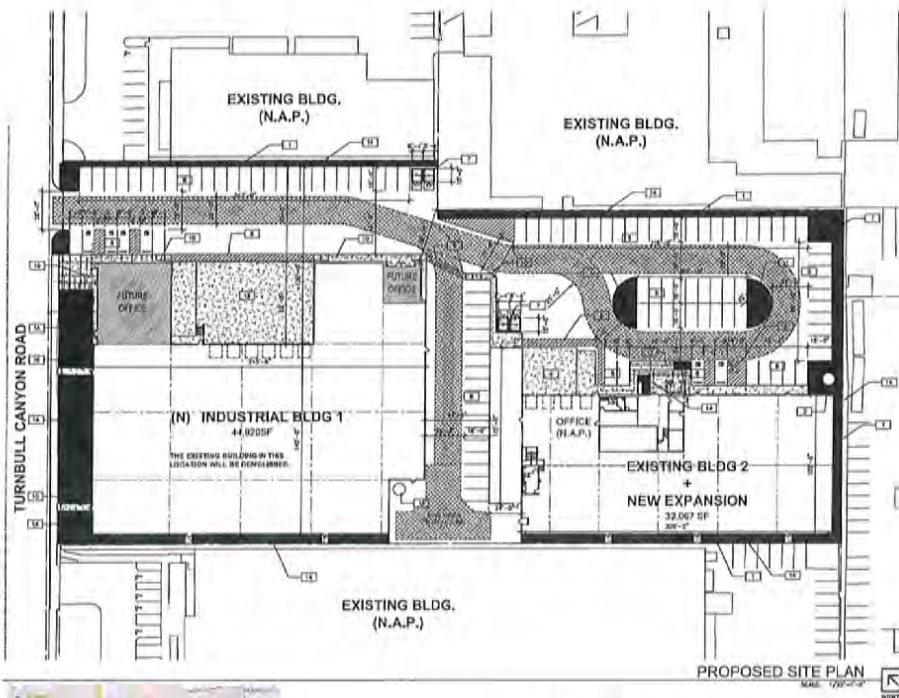
© 2017 Pictometry



**EXHIBIT B**

Site Plan – Development Plan 18-2

**[Attached]**



NOTE: ALL TENANT IMPROVEMENTS SHOWN ARE FOR REFERENCE ONLY AND WILL BE PART OF SEPARATE SUBMITTAL.

**PROJECT DATA:**  
 ADDRESS: 338 TURNBULL CANYON ROAD  
 ZONE: INDUSTRIAL (I)  
 APR: R206-021-027

SITE AREA (GROSS): 3.46 AC  
 150,616 SF

**BUILDING AREA:**

<b>BUILDING 1</b>	
WAREHOUSE	38,920 SF
OFFICE	3,000 SF
1ST FLOOR	3,000 SF
MEZZANINE	3,000 SF
<b>TOTAL AREA:</b>	<b>44,920 SF</b>

**BUILDING 2 (EXISTING)**

WAREHOUSE	21,495 SF
OFFICE	1,725 SF
1ST FLOOR	1,725 SF
MEZZANINE	5,867 SF
<b>SUB-TOTAL</b>	<b>29,307 SF</b>
ADDITION	2,760 SF
<b>TOTAL AREA:</b>	<b>32,067 SF</b>

**TOTAL BUILDING AREA: 76,987 SF**

FAR: 0.511

**PARKING REQUIRED:**

BUILDING 1	45 STALLS
BUILDING 2	65 STALLS
<b>TOTAL:</b>	<b>110 STALLS</b>

**ACCESSIBLE 5 STALLS**

**PARKING PROVIDED:**

BUILDING 1	47 STALLS
BUILDING 2	65 STALLS
<b>TOTAL:</b>	<b>112 STALLS</b>

**ACCESSIBLE 6 STALLS**

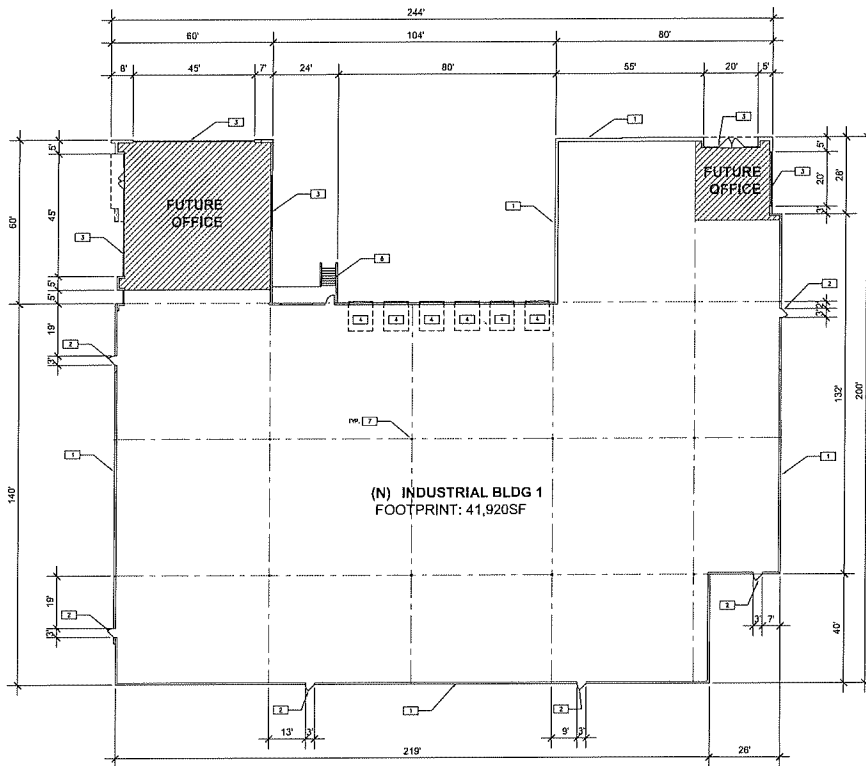
@ 1.45/1000 SF

- SITE PLAN KEYNOTES**
- EXISTING AND NEW ELECTRICAL SERVICE
  - NEW CONCRETE AREA
  - EXISTING CONCRETE TO REMAIN
  - EXISTING IMPROVEMENTS TO BE DEMOLISHED
  - EXISTING DOOR WILL BE REINSTALLED
  - EXISTING PARKING TO REMAIN
  - NEW DRIVEWAY
  - NEW TRAILER DRIVEWAY SEE PLAN 02/1 THIS WILL BE CONSTRUCTED IF THE OWNER WISHES TO USE THIS BUILDING STRUCTURE
  - NEW PARKING
  - EXISTING PARKING TO BE REMOVED
  - NEW CONCRETE DRIVEWAY
  - NEW DRIVEWAY SIDE 400' DIA.
  - NEW DRIVEWAY
  - NEW DRIVEWAY ENTRY POINTS
  - EXISTING DRIVEWAY TO BE DEMOLISHED
- SITE PLAN LEGEND**
- PROPOSED PARKING
  - NEW CONCRETE DRIVEWAY
  - DRIVEWAY
  - EXISTING DRIVEWAY
  - EXISTING DRIVEWAY TO BE DEMOLISHED

**EXHIBIT C**

Floor Plan – Development Plan 18-2

**[Attached**

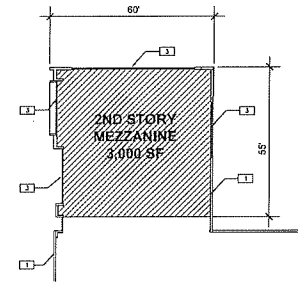


PROPOSED BUILDING 1 FLOOR PLAN  
SCALE: 1/8"=1'-0"  
NORTH

FLOOR PLAN KEYNOTES

- NEW CONCRETE WALL
- NEW EXTERIOR DOOR
- NEW EXTERIOR GLAZING
- NEW DOOR DOOR
- NEW GRADE LEVEL ROLL-UP DOOR
- NEW EXTERIOR STAIR
- NEW BUILDING CEILING

NOTE:  
ALL TENANT IMPROVEMENTS SHOWN ARE FOR REFERENCE ONLY AND WILL BE PART OF SEPARATE SUBMITTAL



PROPOSED BUILDING 1 MEZZANINE PLAN  
SCALE: 1/8"=1'-0"  
NORTH

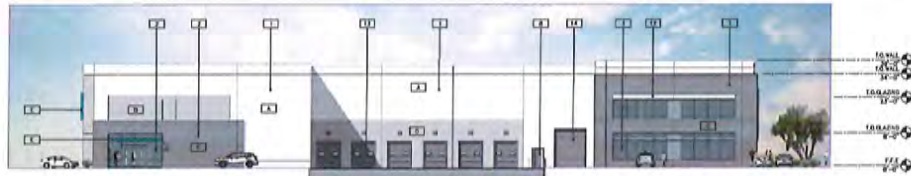
**Exhibit D**

Elevations Proposed Structure - Development Plan 18-2

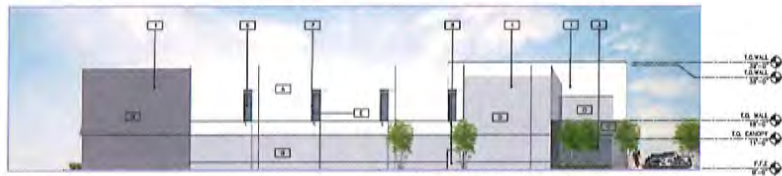
**[Attached]**



WEST EXTERIOR ELEVATION - BUILDING 1 (A)  
SCALE: 1/8"=1'-0"



NORTH EXTERIOR ELEVATION - BUILDING 1 (B)  
SCALE: 1/8"=1'-0"



EAST EXTERIOR ELEVATION - BUILDING 1 (C)  
SCALE: 1/8"=1'-0"



SOUTH EXTERIOR ELEVATION - BUILDING 1 (D)  
SCALE: 1/8"=1'-0"

**ELEVATION KEYNOTES**

- ☐ CONCRETE FILL UP PANEL WITH JOINTS AND REVEALS AS INDICATED (SEE KEY NOTE 1)
- ☐ 1" CONCRETE RECESS AREA ABOVE GLAZING
- ☐ PENETRATION COMPOSED OF FINED ANGLEBAR GLASSING AND CLEAR ANGLEBAR MULLIONS WITH ANGLEBAR VERTICAL MULLIONS. MULLION SYSTEM TO BE DESIGNED TO PASS CONCRETE PANELS AT SPAN/SPAN JOINTS
- ☐ PENETRATION AT FINISH AREA TO MATCH BUILDING SYSTEM WITH BUTT GLASSING VERTICAL MULLIONS
- ☐ METAL PANEL OR CONCRETE FINISH AT PENETRATION TO BE ACCENT COLOR
- ☐ ANGLEBAR GLAZING TO MATCH PENETRATION SYSTEM WITH 1" RECESS AREA ABOVE
- ☐ METAL PANEL OR CONCRETE FINISH AT GLAZING TO BE ACCENT COLOR
- ☐ METAL WALL DOORS AND FRAMES. PAINT TO MATCH ADJACENT WALL SURFACE
- ☐ LAMINATE FINISH
- ☐ REINACT SIGNAGE LOCATION
- ☐ ADDRESS SIGNAGE LOCATION
- ☐ 1" CONCRETE RECESS AREA ABOVE GLAZING
- ☐ METAL WALL LP DOOR DOOR
- ☐ FINISH LEVEL RILL UP DOOR

**COLOR LEGEND**

- ☐ SAGEWIND WILLOWLAND CONCRETE STATE WHITE
- ☐ SAGEWIND WILLOWLAND CONCRETE STATE GREY
- ☐ SAGEWIND WILLOWLAND CONCRETE STATE GREY
- ☐ SAGEWIND WILLOWLAND CONCRETE STATE GREY
- ☐ SAGEWIND WILLOWLAND CONCRETE STATE GREY



PROPOSED ELEVATIONS BUILDING 1  
XEBEC TURNBULL  
330 TURNBULL CANYON ROAD, CITY OF INDUSTRY, CA

WARE MALCOMB

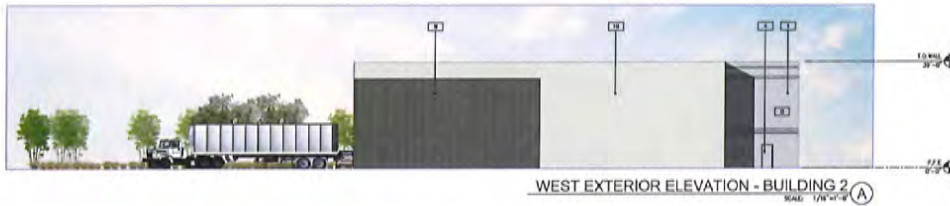
(501) 41-8600  
03-16-2018

SHEET  
SHEET 4

**Exhibit E**

Elevations Existing Structure - Development Plan 18-2

**[Attached]**



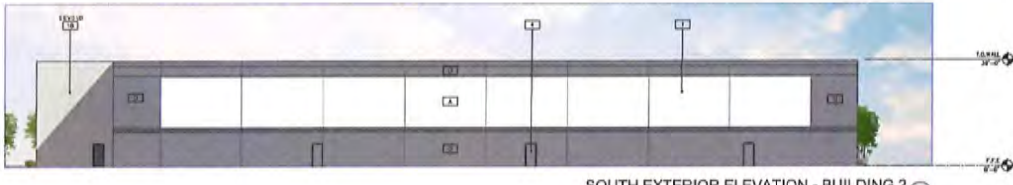
WEST EXTERIOR ELEVATION - BUILDING 2  
SCALE: 1/8"=1'-0"



NORTH EXTERIOR ELEVATION - BUILDING 2  
SCALE: 1/8"=1'-0"



EAST EXTERIOR ELEVATION - BUILDING 2  
SCALE: 1/8"=1'-0"



SOUTH EXTERIOR ELEVATION - BUILDING 2  
SCALE: 1/8"=1'-0"

**ELEVATION KEYNOTES**

- 1 EXISTING CONCRETE TILT-UP PANEL WITH JOINTS AND REINERS AS INDICATED (PAINT AS NOTED)
- 2 EXISTING FOUNDATION TO REMAIN
- 3 METAL PANEL ON CONCRETE BEAM AT PRIMARY ENTRANCE
- 4 METAL W/RY COORS AND FRAMES. PAINT TO MATCH ADJACENT WALL SURFACE
- 5 ROCKET STORAGE LOCATION
- 6 METAL PANEL CANOPY WITH OPEN STEEL BEAMS AT PATIO
- 7 BENCHES AND MOVABLE PLANTERS AT OUTDOOR SEATING AREA
- 8 ENAMEL METAL ROLL UP DOOR DOOR
- 9 NEW CONCRETE WALKWAY, AUGULUS BLOCK & SLOPE ONLY FACE BLOCK WITH STAINED PATTERNS. COLOR: GRAY WITH GRUNT TO SAND
- 10 NEW CONCRETE WALKWAY, AUGULUS BLOCK, REINFORCED BLOCK WITH STAINED PATTERNS. COLOR: GRAY WITH GRUNT TO MATCH

**COLOR LEGEND**

- 1 SHEPHERD WILLIAMS FOR 403539486 10-110
- 2 SHEPHERD WILLIAMS FOR 403539486 10-110
- 3 SHEPHERD WILLIAMS FOR 403539486 10-110
- 4 SHEPHERD WILLIAMS FOR 403539486 10-110
- 5 SHEPHERD WILLIAMS FOR 403539486 10-110



1/8"=1'-0"  
PROPOSED ELEVATIONS BUILDING 2  
XEBEC TURNBULL  
330 TURBULL CANYON ROAD, CITY OF INDUSTRY, CA



**Exhibit F**

Notice of Exemption - Development Plan 18-2

**[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:** Development Plan 18-2

**Project Location - Specific:** 338 Turnbull Canyon Road

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

**Description of Project:** Development Plan 18-2 is the demolition of a 46,146 square foot building in order to replace it with a new 44,920 square foot concrete tilt-up building.

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

**Name of Person or Agency Carrying Out Project:** Sylvia Tran representing Xebec

**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:* 15302(b)
- Statutory Exemptions. *State code number:*

**Reasons why project is exempt:** Section 15302 of the CEQA Guidelines. The Class 2 exemption applies to replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and is substantially the same in size, purpose and capacity. In this case the existing 46,146 square-foot industrial warehouse building will be replaced with a new 44,920 square foot industrial warehouse building. The new structure is substantially similar in size, the purpose is the same, as the new building will also be used as an industrial warehouse, and the capacity is substantially the same.

**Lead Agency**

**Contact Person:** Nathalie Vazquez

Telephone: (626)333-2211

Signature:  \_\_\_\_\_

Date: 08-23-2018

Title: Consultant Assistant Planner II

**Exhibit G**

Resolution No. CC 2018-42

**[Attached]**

## RESOLUTION NO. CC 2018-42

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING DEVELOPMENT PLAN NO. 18-2, FOR THE CONSTRUCTION OF AN INDUSTRIAL WAREHOUSE BUILDING AT 338 TURNBULL CANYON ROAD, CITY OF INDUSTRY, CALIFORNIA, AND THE NOTICE OF EXEMPTION REGARDING SAME, AND MAKING FINDINGS IN SUPPORT THEREOF

#### RECITALS

**WHEREAS**, on February 06, 2018, Sylvia Tran representing Xebec (“Applicant”) filed a complete application requesting approval of Development Plan (“DP”) No. 18-2 described herein (“Application”); and

**WHEREAS**, the Application applies to the demolition of an existing 46,146 square-foot industrial warehouse building, the construction of a new 44,920 square-foot industrial warehouse building, and exterior modifications to an existing 29,307 square-foot structure that will not be enlarged as part of this project located on a 3.46 acre property at 338 Turnbull Canyon Road, City of Industry, California, Assessor’s Parcel Number 8208-021-027 (“Property”); and

**WHEREAS**, the Applicant is proposing a new 44,920 square-foot industrial warehouse building, located in the “M” Industrial zone and, in accordance with Section 17.36.020 of the City’s Municipal Code (“Code”), a DP is required for this type of activity; and

**WHEREAS**, the Land Use Element of the General Plan designates the Property as Employment. The proposed construction of new industrial warehouse building is consistent with the General Plan and does not conflict with the established goals and objectives of the Land Use Element; and

**WHEREAS**, an Environmental Assessment form was submitted by the Applicant pursuant to the City’s requirements. Based upon the information received and Staff’s review and assessment, the proposed project is exempt from the California Environmental Quality Act (CEQA) per Section 15302(b) (Class 2 Replacement or Reconstruction). The Class 2 exemption applies to replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and is substantially the same in size, purpose and capacity. In this case the existing 46,146 square foot industrial warehouse building will be replaced with a new 44,920 square foot industrial warehouse building. The new structure is substantially similar in size, the purpose is the same, as the new building will also be used as an industrial warehouse, and the capacity is substantially the same; and

**WHEREAS**, on August 23, 2018 the City Council of the City of Industry conducted a duly noticed public meeting on the Application, and considered all testimony written and oral; and

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

**NOW THEREFORE**, it is hereby found, determined and resolved by the City Council of the City of Industry as follows:

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

**SECTION 2:** All necessary public meetings and opportunities for public testimony and comment have been conducted in compliance with State law and the Municipal Code of the City of Industry.

**SECTION 3:** Based upon independent staff analysis and in accordance with CEQA, this project is exempt per Section 15302(b). This Class 2 exemption applies to the replacement or reconstruction of existing structures and facilities where 1) the new structure will be located on the same site as the structure replaced 2) will have substantially the same size, 3) purpose and 4) capacity as the structure replaced. In this case 1) the existing 46,146 square foot industrial warehouse building will be replaced with a new 44,920 square-foot industrial warehouse building. 2) The new structure is substantially similar in size, 3) the purpose is the same, as the new building will also be used as an industrial warehouse, 4) the capacity is substantially the same because the new building is almost the same size. Based on these criteria and on staff's analysis, the City Council adopts the Notice of Exemption and directs staff to file the same as required by law.

**SECTION 4:** Based upon substantial evidence presented to the City Council during the August 23 2018 public hearing, including public testimony and written and oral staff reports, this City Council finds as follows:

(a) The site is suitable for development in accordance with the development plan because the project is in conformance with the City's General Plan, Zoning code and all applicable development standards outlined within Section 17.36.060 of the Code. This includes: setbacks, building height, parking and landscape standards.

(b) The total development is arranged to avoid traffic congestion, ensure the public health safety and general welfare or prevent adverse effects upon neighboring properties. No major impacts, specifically to traffic congestion, are anticipated for this development because the new 44,920 square-foot industrial building will replace an existing 46,146 square-foot building. According to City records, a traffic study was prepared by The Planning Center on July 7<sup>th</sup>, 2003, and it was

determined that no significant impacts are anticipated in regards to the property's existing capacity which included the building to be demolished and an existing 29,307 square-foot structure that will not be enlarged as part of this project. The existing building was originally constructed as an industrial warehouse and the new building is being constructed to serve the same purpose as an industrial warehouse structure. Also, the property is zoned "M" Industrial therefore only approved industrial uses will be permitted at this site. This new development has also been designed to minimize any potential impacts by complying with the current City's Code. Additionally, the applicant, business owner, and property owner are also responsible for complying with the current Los Angeles County Building and Safety code and Los Angeles County Fire Authority code. The project is located in a fully developed urbanized area with a variety of industrial buildings and uses. The neighboring structures are similar in design, size and use because the area consists of a plethora of industrial tilt-up buildings, the average size of the surrounding buildings is 73,507.17 square-feet, which is approximately similar to the property's combined square footage of 76,987, and all adjacent properties are zoned "M" Industrial therefore only industrial uses are permitted in this overall geographic area. Furthermore, conditions of approval have been incorporated to minimize potential adverse impacts from occurring on the premises.

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

(d) The development is consistent with the provisions of the General Plan or any applicable redevelopment plan because it is located in an area designated as Employment in the General Plan, which allows for industrial uses when zoned appropriately. In this case, the Property is zoned Industrial, and industrial/warehouse buildings are permitted, and conform to the Employment land use designation. Policy LU1-1 of the General Plan states that the City should accommodate business and employment uses as the primary land use. The Project will consist of a new concrete tilt-up structure that will be used as an industrial/warehouse in accordance with the direction of the General Plan, and is therefore consistent with the General Plan. The Property is not located within an adopted redevelopment plan.

**SECTION 5:** Based upon the foregoing findings, the City Council hereby approves DP No. 18-2, subject to the conditions contained in Attachment 1, attached hereto and incorporated herein by reference.

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

**SECTION 7:** The City Clerk shall certify to the adoption of this Resolution and the same shall be in full force and effect.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Industry at a regular meeting held on August 23, 2018 by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

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Mark D. Radecki, Mayor

**ATTEST:**

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Julie Robles, Deputy City Clerk

**Attachment 1**

Conditions of Approval – Development Plan 18-2

**[Attached]**





# CITY OF INDUSTRY

## Standard Requirements and Conditions of Approval

**APPLICATION:** Development Plan 18-2

**APPLICANT:** Sylvia Tran representing Xebec

**LOCATION:** 338 Turnbull Canyon Road

**PROPOSAL:** Demolition of a 46,146 square foot building to replace with a new 44,920 concrete tilt-up building

### Conditions of Approval

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

1. The landscape irrigation system shall be designed to accept recycled water from future recycled water lines, which are currently being planned to be located in the area. The irrigation plan, which is submitted to the City for approval per Chapter 13.18 of the Municipal Code, shall be designed and clearly noted to allow the transition from potable water to recycled water when and if recycled water lines are eventually installed in the immediate vicinity.
2. Electronic gates shall be equipped with a Knox electric switch and an alternative energy back-up system, such as a generator or battery, which would allow operation of the security gate(s) during an electrical power outage. Access through the gates shall be provided for both the Los Angeles County Fire and Sheriff Departments. The location of Knox boxes shall be shown on the building plans and approved by both the Fire Department and Sheriff Department.
3. Roof-top address numbers that would only be visible from the air shall be installed to assist air borne patrols. The numbering should be a minimum of 3 feet and of a color that contrasts with the roof.
4. A note shall be added to the building plans stating that the construction contractor shall only use interior and exterior paints with a VOC content of 90 grams per liter (g/L) or less for the building structures to reduce VOC emissions. Prior to issuance

of building permits, the construction contractor shall provide documentation to the satisfaction of the City of Industry Planning Department that verifies use of coatings with a VOC content of 90 g/L or less.

5. The Applicant shall comply with all surface drainage and driveway requirements set forth in Chapter 16.10 of the City's Code.
6. If buried tribal cultural resources are discovered during ground-disturbing activities, work shall stop in that area and within 100 feet of the find until a qualified archeologist can assess the significance of the find and, if necessary, develop appropriate treatment measures in consultation with a representative of the Gabrieleño Band of Mission Indians – Kizh Nation and other tribes who have proven traditional and cultural affiliation with the project site pursuant to PRC Section 21080.3.1, the City of Industry, and other appropriate agencies.
7. The Applicant shall provide bicycle parking that will accommodate at least five bicycles.

### **Code Requirements and Standards**

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

1. The approval of the Development Plan expires twelve (12) months after the date of approval by the City Council if a building permit for each building and structure thereby approved has not been obtained.
2. In conformance with Chapter 13.18 of the Municipal Code, the Applicant shall provide landscaping and automatic irrigation plans to be approved by the Planning Department prior to the issuance of a building permit. Such plans shall be in substantial conformity with the approved development plan.
3. The Applicant shall construct adequate fire protection facilities to the satisfaction of the Los Angeles County Fire Department.
4. All exterior surfaces of buildings and appurtenant structures shall be painted in accordance with the approved development plan.
5. Depending upon the nature of the proposed use, the Applicant shall obtain an Industrial Waste Permit or receive Domestic Wastewater Clearance from the City of Industry Engineering Official or Designee.

6. The Applicant shall provide off-street parking as shown on the approved development plan.
7. The Applicant shall supply sanitary sewer facilities to serve all buildings to the satisfaction of the City of Industry Engineering Official or designee prior to the final approval of the development and hook-up of utilities. One sewer connection per parcel is permitted and, in the case of multiple units or buildings, all sewer lines must join together at the connection point.
8. The Applicant shall provide drainage and grading plans to be approved by the City of Industry Engineering Official or designee prior to the issuance of a building permit. Such plans shall be in substantial conformity with the development plans.
9. In conformance with Chapter 13.16 of the Municipal Code and prior to the start of grading and construction, the Applicant shall provide a Stormwater Pollution Prevention Plan (SWPPP), developed by a Qualified SWPPP Developer (QSD) and consistent with the current National Pollutant Discharge Elimination System (NPDES) construction general permit, along with proof that a Waste Discharger Identification (WDID) Number has been obtained, to the City Engineer Official or Designee for review and approval.
10. The Applicant shall provide building plans to be approved prior to the issuance of a building permit. Such plans shall be in substantial conformity with the development plans. Building plans shall be submitted to and approved by the Los Angeles County Engineer's Office - Building and Safety Division prior to the issuance of a building permit. Development shall take place in substantial conformance with the approved development plans.
11. Demolition and construction operations shall be limited to the hours prescribed by the Los Angeles County Noise Ordinance (Los Angeles County Municipal Code, Section 12.08.390).
12. No outdoor storage of any personal property, building materials, or other property not permanently affixed to the real property shall be allowed.
13. Should archeological resources be uncovered during site preparation, grading, or excavation, work shall be stopped for a period not to exceed 14 days. The find shall be immediately evaluated for significance by a county-certified archaeologist. If the archaeological resources are found to be significant, the archaeologist shall perform data recovery, professional identification, radiocarbon dates as applicable, and other special studies; submit resources to the California State University Fullerton; and provide a comprehensive final report including appropriate records for the California Department of Parks and Recreation (Building, Structure, and Object Record; Archaeological Site Record; or District Record, as applicable).

14. Hours of construction are limited to 7:00 am to 7:00 pm Monday through Saturday, with no construction on Sundays.
15. In conformance with Chapter 13.16 of the Municipal Code, the Applicant shall provide: 1) a Low Impact Development (LID) plan; and 2) an operations, maintenance, and monitoring plan to the City of Industry Engineering Official or Designee for review and approval. Upon approval, the Applicant shall construct storm drains and water quality devices according to the approved plans and the satisfaction of the City of Industry Engineering Official or Designee. Prior to building final and/or issuance of the certificate of occupancy, the Applicant shall provide the City of Industry Engineering Official or Designee with a signed and recorded covenant and agreement stating that the property and all structural or treatment control Best Management Practices (BMP's) will be maintained in compliance with the municipal NPDES permit (also sometimes called the MS4 Permit) and other applicable regulatory requirements.
16. In conformance with Chapter 13.16 of the Municipal Code, all future owners or successors of a property subject to a requirement for maintenance of structural and treatment control BMP's must either: 1) assume responsibility for maintenance of an existing structural or treatment control BMP's at least once a year and retain proof of maintenance/inspection for review by the City of Industry Engineering Official or Designee upon request; or 2) replace an existing structural or treatment control BMP with new control measures or BMP's meeting the then current standards of the City and the municipal NPDES permit. Prior to building final and/or issuance of the certificate of occupancy, this requirement will be included in a recorded restrictive covenant on Property and included in any sales or lease agreement or deed of the Property.

### **Interpretation and Enforcement**

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

**Indemnification and Hold Harmless Condition**

1. The Applicant, and each of its heirs, successors and assigns, shall defend, indemnify and hold harmless the City of Industry and its agents, officers, and employees from any claim, action or proceedings, liability cost, including attorney's fees and costs against the City or its agents, officers or employees, to attack, set aside, void or annul any approval of the City, including but not limited to any approval granted by the City Council and Planning Commission concerning this project. The City shall promptly notify the Applicant of any claim, action or proceeding and should cooperate fully in the defense thereof.
  
2. The Applicant and Property Owner shall submit to the City written consent to all of the conditions referenced herein within 10 days of approval. The Applicant understands that Resolution No. CC 2018-42 will be of no force or effect unless such written consent is submitted to the City.

*CITY COUNCIL*

ITEM NO. 6.2





# CITY OF INDUSTRY

## MEMORANDUM

**TO:** Honorable Mayor Radecki and Members of the City Council

**FROM:** Troy Helling, Acting City Manager *TH*

**DATE:** August 23, 2018

**SUBJECT:** Consideration of a Resolution Amending the City of Industry Property Housing and Management Authority's Joint Exercise of Powers Agreement to increase the number of Board Members, and to allow the Board Members to appoint a Chair and Vice-Chair

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### **Background:**

In March 2006, the City and the Civic-Recreational-Industry Authority ("CRIA"), entered into a Joint Exercise of Powers Agreement (the "JPA") establishing the City of Industry Property and Housing Management Authority (the "IPHMA").

Under the provisions of the JPA, the Board of the IPHMA is comprised of three members. Two of the members are appointed by the City, and one member is appointed by CRIA. Further, the JPA currently requires that the CRIA representative serve as the Chair, and that a City representative serve as Vice-Chair.

### **Discussion:**

At the City Council meeting of August 9, 2018, City Staff was directed to return with an amendment to the JPA to expand the composition of the Board to five members.

Given the expansion of the Board, it is also prudent to address the appointment of the Chair and Vice-Chair.

The proposed amendment increases the Board to five members, and allows the Board to select the Chair and Vice-Chair from amongst its members.

In order for the amendment to go into effect, CRIA must also adopt a resolution approving the amendments.

### **Fiscal Impact:**

None

**Recommendation:**

- 1.) Staff recommends that the City Council adopt the Resolution approving the amendments to the JPA.

**Exhibit:**

- A. Resolution Amending the City of Industry Property Housing and Management Authority's Joint Exercise of Powers Agreement to increase the number of Board Members, and to allow the Board Members to appoint a Chair and Vice-Chair
-



**RESOLUTION NO. CC 2018-43**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AMENDING SECTION 2.03 BOARD OF DIRECTORS, OF ARTICLE II. GENERAL PROVISIONS, AND SECTION 3.01 CHAIRPERSON, VICE CHAIRPERSON, TREASURER, SECRETARY AND EXECUTIVE DIRECTOR, OF ARTICLE III. OFFICERS AND EMPLOYEES, OF THE CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY JOINT EXERCISE OF POWERS AGREEMENT**

**WHEREAS**, the City Council of the City of Industry (“City”) and the Civic-Recreational-Industry Authority (“CRIA”), entered into a Joint Exercise of Powers Agreement (the “JPA”) effective on March 23, 2006, establishing the City of Industry Property and Housing Management Authority (the “Authority”); and

**WHEREAS**, the City and CRIA wish to amend Article II. General Provisions, and Article III, Officers and Employees, to expand the number of individuals on the Board of Directors, and to allow the Board to appoint its Chairperson and Vice Chairperson.

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

**SECTION 1:** The City Council finds that the above findings are true and correct and are incorporated herein by reference.

**SECTION 2:** The City Council hereby amends Article II. General Provisions, Section 2.03, Board of Directors, to read in its entirety as follows:

“Board of Directors. The Authority is administered by a Board of Directors consisting of five (5) Directors. The Directors of the Authority are four (4) representatives selected by the City, and one (1) representative selected by CRIA. Each Director will hold office for a four (4) year term. The Board is called the “Board of Directors of the City of Industry Property and Housing Management Authority.” All voting power of the Authority resides solely in the Board.”

**SECTION 3:** The City Council hereby amends Article III. Officers and Employees, Section 3.01, Chairperson, Vice Chairperson, Treasurer, Secretary and Executive Director, to read in its entirety as follows:

“Chairperson, Vice Chairperson, Secretary and Executive Director. Commencing in October 2018, and annually thereafter, the Board shall from amongst its members, select a

Chairperson and Vice-Chairperson. The City Clerk of the City will be Secretary of the Board. The City Manager of the City or the City Manager's designee, will serve as the Executive director of the Authority. The officers will perform the duties normal to each office. The Chairperson or the Executive Director may sign all contracts on behalf of the Authority, unless a resolution of the Board provides otherwise, and each officer may perform other such duties as may be imposed by the Board and the bylaws of the Authority. The Vice-Chairperson will perform all of the Chairperson's duties in the absence of the Chairperson. The Secretary must countersign all contracts signed by the Chairperson or Executive Director on behalf of the Authority unless a resolution of the Board provides otherwise, and may perform such other duties as may be imposed by the Board and the bylaws of the Authority. The Secretary will cause a copy of this Agreement to be filed with the Secretary of State pursuant to the Act. The Executive Director will administer the day-to-day operations of the Authority."

**SECTION 4:** This Amendment shall become effective upon the adoption by CRIA of a similar Resolution, amending Article II. General Provisions, Section 2.03, and Article III. Officers and Employees, Section 3.01 of the JPA.

**SECTION 5:** The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

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

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Industry at a regular meeting held on August 23, 2018 by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:

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Mark D. Radecki, Mayor

**ATTEST:**

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Julie Robles, Deputy City Clerk

*CITY COUNCIL*

ITEM NO. 6.3



# CITY OF INDUSTRY

## MEMORANDUM

**TO:** Honorable Mayor Radecki and Members of the City Council

**FROM:** Troy Helling, Acting City Manager

**STAFF:** Joshua Nelson, Contract City Engineer, CNC Engineering  
Sean Calvillo, Project Manager, CNC Engineering *SC* *JN*

**DATE:** August 23, 2018

**SUBJECT:** Consideration of a Professional Services Agreement between WKE, Inc., and City of Industry for Grand Avenue Bridge over San Jose Creek in an amount not to exceed \$175,000.00 from August 23, 2018 through August 23, 2021

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### **Background:**

The City established an Engineering bench of consultants in 2016. In a memorandum dated November 28, 2016, the City listed the names of the qualified bench consultants. The contract terms are from December 8, 2016 through December 8, 2019.

### **Discussion:**

WKE, Inc. ("WKE") is one of the approved 2016 bench consultants. In the past, the company has successfully worked on multiple projects for the City including the SR 57/ SR 60 Confluence, Crossroads Parkway North Overhead Seismic Retrofit and the Fairway Drive Grade Separation.

The subject project entails widening of the Grand Avenue bridge over the San Jose Creek by approximately 18 feet. The existing bridge will be evaluated for seismic performance and be retrofitted, as required.

WKE was previously awarded a contract for this project by the Industry Urban-Development Agency ("IUDA"). After the dissolution of the IUDA, the project was not approved by the Oversight Board and was subsequently put on hold. In lieu of the Oversight Board denial, the necessity of this project remains. The widening of the bridge and the approach roadway is required for operational improvements on Grand Avenue and to meet future traffic demands. The Project therefore was added to the 2018-2019 Fiscal Year Capital Improvement Program for the City.

WKE has substantial experience on similar projects for the City and has prior knowledge and background for this project. Based on the above, WKE is the most qualified to provide professional services for the project.

**Fiscal Impact:**

The Grand Avenue Bridge over San Jose Creek Project (Project No. MP 99-31 #54) is budgeted in the amount of \$320,000.00 in the FY 2018-19 Adopted CIP Budget for the planning and design phase of this project. The 2015 Sales Tax Bond Proceeds has been allocated to City Capital Improvements – Street Improvements – Planning, Survey, & Design (Account No. 120.702.5130). No additional appropriations are needed at this time.

**Recommendation:**

It is hereby recommended that the City Council approve the Professional Services Agreement between the City of Industry and WKE, Inc.

**Exhibits:**

- A. Professional Services Agreement with WKE, Inc. dated August 23, 2018
- 

TH/JN/SC:jv

**EXHIBIT A**

Professional Services Agreement with WKE, Inc. dated August 23, 2018

[Attached]

**CITY OF INDUSTRY**  
**PROFESSIONAL SERVICES AGREEMENT**

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of August 23<sup>rd</sup>, 2018 (“Effective Date”), between the City of Industry, a municipal corporation (“City”) and WKE, Inc., a California Corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties”.

**RECITALS**

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

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

**1. TERM**

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than August 23, 2021, unless sooner terminated pursuant to the provisions of this Agreement.

**2. SERVICES**

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

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

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

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

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

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

### **3. MANAGEMENT**

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

### **4. PAYMENT**

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed One Hundred Seventy-Five Thousand dollars (\$175,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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



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

## **5. LABOR CODE AND PREVAILING WAGES**

(a) Consultant represents and warrants that it is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000.00 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and any location where the Services are performed. Consultant shall indemnify, defend and hold harmless, the City, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Consultant's or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant, failure or alleged failure to comply with Prevailing Wage Laws.

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

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

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

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

## **6. SUSPENSION OR TERMINATION OF AGREEMENT**

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

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

## **7. OWNERSHIP OF DOCUMENTS**

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

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

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

## **8. INDEMNIFICATION**

### **(a) Indemnity for professional liability**

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

### **(b) Indemnity for other than professional liability**

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

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

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

**9. INSURANCE**

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

**10. INDEPENDENT CONSULTANT**

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

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

**11. LEGAL RESPONSIBILITIES**

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

**12. UNDUE INFLUENCE**

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

**13. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES**

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

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

**14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

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

**15. NOTICES**

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

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

Attention: City Manager

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

To Consultant:

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**16. ASSIGNMENT**

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

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

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

**17. GOVERNING LAW/ATTORNEYS' FEES**

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

**18. ENTIRE AGREEMENT**

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

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

**19. SEVERABILITY**

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

**20. COUNTERPARTS**

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

**21. CAPTIONS**

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

**22. WAIVER**

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

**23. REMEDIES**

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

**24. AUTHORITY TO EXECUTE THIS AGREEMENT**

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

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

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

**“CITY”**  
**City of Industry**

**“CONSULTANT”**  
WKE, Inc.

By: \_\_\_\_\_  
Troy Helling, Acting City Manager

By \_\_\_\_\_  
Wei Koo, President

**Attest:**

By: \_\_\_\_\_  
Julie Gutierrez-Robles, Deputy City Clerk

**Approved as to form:**

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

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



## EXHIBIT A

### SCOPE OF SERVICES

#### **1- BRIDGE GENERAL PLANS/ STRUCTURE TYPE SELECTION**

The consultant will prepare the bridge general plans to reflect all the geometric, utility, foundation and bridge design changes. The bridge general plan will follow Caltrans Office of Special Funded Project Branch Information & Procedure Guide Section 4-2 "Structure Type Selection". Bridge General Plans will be based on the bridge site data such as roadway geometry, utility and drainage design. Those data will be supplied by the City. It is assumed that roadway designers will provide completed electronic format (AutoCAD) to the bridge engineers. Detailed falsework clearance calculations will be prepared by the bridge engineers to verify the proposed overhead clearance of all bridge constructions that require concrete construction on falsework. Design will follow the Caltrans LRFD Bridge Design Specification.

The existing bridge may require seismic retrofitting measures due to the proposed outside widening. We will investigate the seismic safety and structural integrity of the existing structure follows the latest direction from Caltrans on "sliver" widening and may recommend additional measure to the design of the widening to strengthen the existing structures.

Preliminary seismic analysis will be performed during the Bridge Type Selection Phase. The purpose of the seismic analysis is to confirm the structure dimension and foundation type, size and locations. Seismic analysis will be based on the preliminary geotechnical design memo produced by the project geotechnical engineer. The analysis would include dynamic analysis based on the proposed ARS curve per SDC 1.7 and estimated foundation stiffness. The analysis will determine elastic seismic displacement of the proposed structure.

The proposed structure will span over San Jose Creek, an improved concrete channel owned by maintained by Los Angeles Flood Control District. As the design of the widening is not expected to reduce the amount of the freeboard, it is assumed no additional hydraulic analysis would be required.

Bridge Type Selection Report will be prepared that contains the material as required under Caltrans Information and Procedure Guide 4-2. We will also prepare General Plan Estimates for all the structure alternatives that have been studied during the Type Selection process and will confirm the proposed foundation design following foundation recommendations contained in the Preliminary and Final Foundation Report to be supplied by the City.

#### **Deliverables**

- Bridge General Plans
- Bridge Type Selection Report

- GP Estimates

## **2-UNCHECKED DETAILS SUBMITTAL**

The bridge design will have prepared in accordance with the codes and standards of Caltrans. The following list summarizes the key design components of the structural improvements for the proposed bridge widening and reconstruction.

1. All plans and calculations will be prepared in English Imperial units.
2. Seismic analysis will follow the procedures as outlined in Caltrans SDC and chapter 20 of the Caltrans Memo to Designers. Effect of the combined structures will be analyzed, and additional retrofit requirement in addition to the bridge widening will be evaluated.
3. Bridge structures will be designed following the latest Caltrans Seismic Design Criteria (SDC 1.7).
4. Because the bridge widening would involve a partial removal of the existing bridge overhang with raised walkway, structure will be designed with the properly coordinated construction sequence and staging plans. Construction joints will be placed and specified on the plans to indicate location of splices.
5. The bridge may require a new utility opening to accommodate a future utility line. Utility relocation will be referenced in the bridge plans.

The Unchecked Details and Specifications will be submitted to the City of Industry (City) and County of Los Angeles (County) for review comments.

### **Deliverables**

Preliminary Estimates

Draft Structure Special Provisions

65% Unchecked Detail Plans. The list of plans is shown below:

<b>Sheet Title</b>	<b>No. of Sheets</b>	<b>Comments</b>
Bridge General Plan	1	
Seismic Retrofit Strategy General Plan	1	(if required)
Foundation Plans	1	
Grid Grades/ Deck Contour Plans	1	
Abutment 1 and 2 Layout and Sections	2	
Abutment Details/ Wing Wall Details	1	
Abutment Retrofit Details	1	(if required)
Girder Layout Sections	1	
Girder Sections and Details	1	
Girder profiles and prestressing Details	1	
Barrier Rail and Lighting Details	1	
Miscellaneous Details	1	
Log of Test Borings	1	
Bridge (Widening)	12	
Seismic Retrofit	2	

### **3. INITIAL STRUCTURE PLANS**

The consultant will follow the Caltrans practice and the plans will be checked independently by a registered engineer. The intent is to swap between the designers and checkers in order to maintain objectivity of the independent checking process. Differences in the calculations will be reconciled first before the Initial Plans will be submitted to Caltrans for review and approval.

The consultant will prepare a final quantity takeoff. The based on the standard Item List developed in accordance with the Caltrans Standard Specification and Standard Special Provisions. Designer quantity take-offs will be compared with the independent quantity takeoffs following the completion of unchecked Details Plans. The consultant will also prepare a complete set of independent quantity check calculations of all structural components. The quantities will be compared with the designers quantity takeoffs, and all structure bid items will be checked in accordance with Caltrans Bridge Design Aids Section 11 "Estimating".

Suggested Work Days schedules will be prepared for the individual structures, as well as for the group of structures to be advertised and constructed in single phase. The 2018 Caltrans Standard Specification will be the basis of the project specification. We will develop a project specification using the Caltrans Standard Special Provisions (SSP) format.

The consultant will submit the Initial Structure Plans to the County and the City for review and approval. This stage of the submittal will include the followings:

- Bridge Plans,
- Standard Special Provisions
- Quantity and Initial Engineers estimates

#### **Deliverables**

- 90% Plans, Special Provisions and Estimates
- Design Calculations
- Check Calculations
- Check Detail Comments and Resolutions

### **4. FINAL PS&E SUBMITTAL**

The final approval submittal will implement the design corrections as noted in the agency's review and the consultant's response comments. The consultant will also produce our final Engineers Estimates as part of the final PS&E Submittal. The consultant will also prepare the final RE pending files in accordance with Caltrans OSFP I&P Guides.

All structure plans will be submitted to Caltrans both in hardcopy format, and electronic format. All plans will be prepared in DGN formats following Caltrans

structure CAD preparation guidelines. RE pending files will be prepared in accordance with Caltrans MTD requirement, including the quantity summary sheets, MR calculations, final approved foundation report, 1=50 scale deck contour sheets, and construction notes to RE.

### **Deliverables**

- Final 100% PS&E Submittal
- PE Pending Files

### **5. POST DESIGN SERVICES**

The consultant Team will conduct post design services (PDS) during the construction of the structures. The post design services include the following activities:

1. Attend pre-construction meeting
2. Respond to Request for Information (RFI) generated by the Construction Manager
3. Review prestressing reinforcement and joint seal assembly shop drawings
4. Produce As-Built plans

EXHIBIT B

RATE SCHEDULE

Project Manager	\$275.92
Senior Engineer	\$209.55
Project Engineer	\$124.24
Assistant Engineer	\$88.29
CAD	\$95.01

## EXHIBIT C

### INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



*CITY COUNCIL*

ITEM NO. 6.4




# CITY OF INDUSTRY

## MEMORANDUM

**TO:** Honorable Mayor Radecki and Members of the City Council

**FROM:** Troy Helling, Acting City Manager

**STAFF:** Joshua Nelson, Contract City Engineer, CNC Engineering 

**DATE:** August 23, 2018

**SUBJECT:** Consideration of an Aerial Easement Agreement between the City and County Sanitation District No. 2 of Los Angeles County for property located at Peck Road and the Union Pacific Railroad Right of Way, Los Angeles Subdivision (just south of Pellissier Place)

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### **Background:**

The County Sanitation District of Los Angeles County ("District") is developing an intermodal transportation project in unincorporated Los Angeles County and the City. The project includes the construction of a new railroad track in and around the Union Pacific Railroad ("UPRR") right of way, and also includes a railroad bridge, within the UPRR right of way, and which crosses over Peck Road.

The City owns the land outside of the UPRR right of way. With the construction of a bridge for the railroad over Peck Road the UPRR requested that an elevated walkway be constructed adjacent to the railroad bridge for maintenance workers. Due to this, the District has requested an aerial easement over a portion of Peck Road, in the City.

### **Discussion:**

Per the requirements of the easement agreement, the District will maintain the elevated walkway and any improvements that may be required for upkeep. Any plans for construction or repairs for the walkway are to be reviewed and approved by the City Engineer.

### **Fiscal Impact:**

There are no costs associated with the Agreement.

### **Recommendation:**

It is hereby recommended that the City Council approve the Agreement.

### **Exhibits:**

- A. Aerial Easement between the City and the County Sanitation District No. 2 of Los Angeles County

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TH/JN:jv

**EXHIBIT A**

Aerial Easement between the City and the County Sanitation District No. 2 of  
Los Angeles County

[Attached]

**RECORDING REQUESTED BY:**  
COUNTY SANITATION DISTRICTS  
OF LOS ANGELES COUNTY  
1955 WORKMAN MILL ROAD  
WHITTIER, CA 90601

**WHEN RECORDED MAIL TO ABOVE  
ADDRESS**  
ATTN: PROPERTY MANAGEMENT GROUP

Exempt from Doc. Transfer Tax per R&T C. §11922  
Exempt from Recording Fee per Gov. C. §§ 6103 &  
27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### AERIAL EASEMENT NO. 3504

This Aerial Easement is dated \_\_\_\_\_, 2018 (“**Effective Date**”) and is between the **CITY OF INDUSTRY**, a California municipal corporation (“**City**”), and **COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY**, a county sanitation district organized and existing pursuant to the County Sanitation District Act, California Health and Safety Code Section 4700 *et seq.*, its successors and assigns (“**District**”).

The District is developing an intermodal transportation project (“**Project**”) in unincorporated Los Angeles County and the City of Industry, that will include the construction of a new railroad track in, and adjacent to, portions of an existing Union Pacific Railroad (“**UPRR**”) right of way.

UPRR will provide rail service to the District in connection with the Project.

City is the owner of real property that lies adjacent to UPRR’s right of way in the County of Los Angeles, State of California, known as Peck Road (“**City Property**”). A railroad bridge within the UPRR right of way, and constructed as part of the Project, crosses over Peck Road. Due to safety requirements, the District requires an aerial easement over a portion of Peck Road in order to install an elevated walkway adjacent to the railroad bridge.

The parties intend for the City to grant to the District a permanent aerial easement for the purpose of the Project.

The City and the District therefore agree as follows:

A. City hereby grants and conveys to the District a perpetual aerial easement over, through, across, and along the portion of the City Property described on Exhibit A, and depicted on Exhibits B and C (“**Aerial Easement Area**”).

B. The District or its assignee may construct, reconstruct, maintain, use, and repair railroad improvements within the Aerial Easement Area, including an elevated walkway, together with the right of ingress and egress to and from the Aerial Easement Area. Prior to construction, all plans within the Aerial Easement Envelope shall be reviewed and approved by the City Engineer.

C. The District or its assignee shall maintain the elevated walkway, and any improvements related thereto, in good repair, and free from graffiti, at all times. The District or its assignee shall ensure that the Aerial Easement Area is maintained in a manner to prevent trespassers.

D. The District may assign this Aerial Easement to UPRR, upon 30 days written notice to the City.

E. The use of the Aerial Easement Area is exclusively for the District and its assigns, in order to ensure safety near active train tracks. Except in emergencies, or with permission from the District, City shall not enter the Aerial Easement Area. City retains and reserves the right to use, occupy, and improve the area below the Aerial Easement Area for the benefit of the remainder of the City Property.

F. Indemnification

1. From and after the execution of this Aerial Easement, the District shall indemnify, defend, protect and hold harmless, with counsel of the City's choosing, City and any and all predecessors, successors, assigns, agents, officials, employees, members, independent contractors, affiliates, principals, officers, directors, attorneys, accountants, representatives, staff, and council members of the City of Industry (collectively, the "**City Representatives**"), and each of them, from and against all claims (including any claims from any third party beneficiary to this Aerial Easement), 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 City or any City Representative), whether to property or to person(s) (collectively "**Losses and Liabilities**") arising out of or in any way connected with any of the activities of the District, its agents, employees, licensees, lessees, representatives, invitees, contractors, subcontractors or independent contractors with respect to this Aerial Easement.

2. This indemnification requires the District to indemnify City and any and all City Representatives from and against all Losses and Liabilities arising out of

the District's use or release of any hazardous substances in the Aerial Easement Area.

3. City shall indemnify, defend, and hold harmless the District, its officers, agents, and employees, from and against any claims, actions, cost, liabilities, losses, damages or expenditures sustained or incurred by the District relating to the Aerial Easement that arise from or relate to City's negligence or willful misconduct.

G. City, for itself, its successors and assigns, represents, warrants and covenants with the District, its successors and assigns, that City has the full power and lawful authority to grant and convey the easement. City shall not convey any new or additional interest in the City Property that would unreasonably interfere with the Aerial Easement Area.

H. The covenants and restrictions contained in this Aerial Easement will run with and bind the subject lands.

I. This Aerial Easement may be executed in any number of original counterparts, which, when executed, will constitute an original of this Aerial Easement, and will constitute one and the same agreement.

City and Grantee have executed this Aerial Easement to be effective as of the Effective Date.

**City of Industry**

By: \_\_\_\_\_  
Mark D. Radecki, Mayor

**Attest:**

By: \_\_\_\_\_  
Julie Gutierrez-Robles, Deputy  
City Clerk

**APPROVED AS TO FORM:**

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

**County Sanitation District No. 2 of  
Los Angeles County**

By: \_\_\_\_\_  
Grace Robinson Hyde  
Chief Engineer and General Manager

**APPROVED AS TO FORM:**  
Lewis Brisbois Bisgaard & Smith, LLP

By: \_\_\_\_\_  
District Counsel

*(Signatures must be notarized)*

EXHIBIT "A"

Puente Hills Intermodal Facility and Railroad Improvements – Elevated Walkway  
Easement Granted by City of Industry to  
County Sanitation District No. 2 of Los Angeles County

Peck Road

Legal Description

An aerial easement for railroad walkway purposes in the City of Industry, County of Los Angeles, State of California being a portion of Peck Road as described in deed to the City of Industry, filed in Book D1287, Page 48 of Official Records in the Office of the Recorder of said County, lying 3.00 feet northwesterly from the following described line;

Beginning at the most easterly corner of Parcel 10 as shown on Parcel Map No. 68, in said County, filed in Book 87, Pages 42 and 43 of Parcel Maps, in the Office of the Recorder of said County said most easterly corner being a point on the southwesterly line of Peck Road, and a point on the northwesterly right-of-way line of the Los Angeles & Salt Lake Railroad, shown as Union Pacific Railroad on said Parcel Map, thence, North 51°01'10" East, 177.57 feet along said northwesterly railroad right-of-way line to the southerly corner of Parcel 1 as shown on Parcel Map No. 51, filed in Book 76, Page 62 of Parcel Maps, in the Office of the Recorder of said County, said southerly corner being a point on the northeasterly line of said Peck Road;

Side lines of said easement shall be prolonged or shortened as to terminate at their points of intersection with said southwesterly and northeasterly lines of Peck Road.

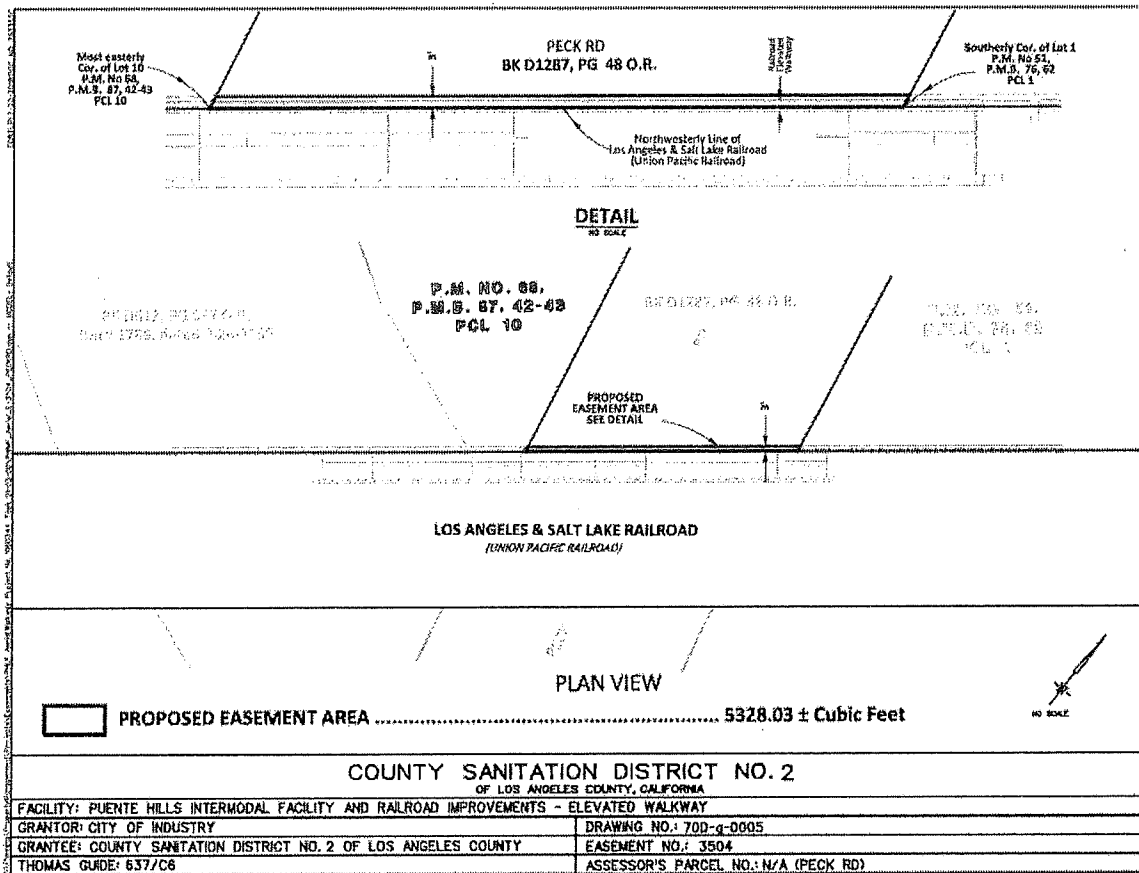
The bottom plane of the vertical space contained within said easement shall be based on Los Angeles County Department of Public Works Benchmark Y 10375 (Whittier Quad) NAVD88 year 2000 Adjusted Elevation = 241.991 feet, from elevation 242.24 feet on the southwesterly line of said easement, at said most easterly corner of Parcel 10, to elevation 242.76 feet on the northeasterly line of said easement, at said most southerly corner of Parcel 1; the top plane of the vertical space of said easement shall be 10.00 feet above said elevations cited for the bottom plane.

Containing 5328.03± Cubic Feet

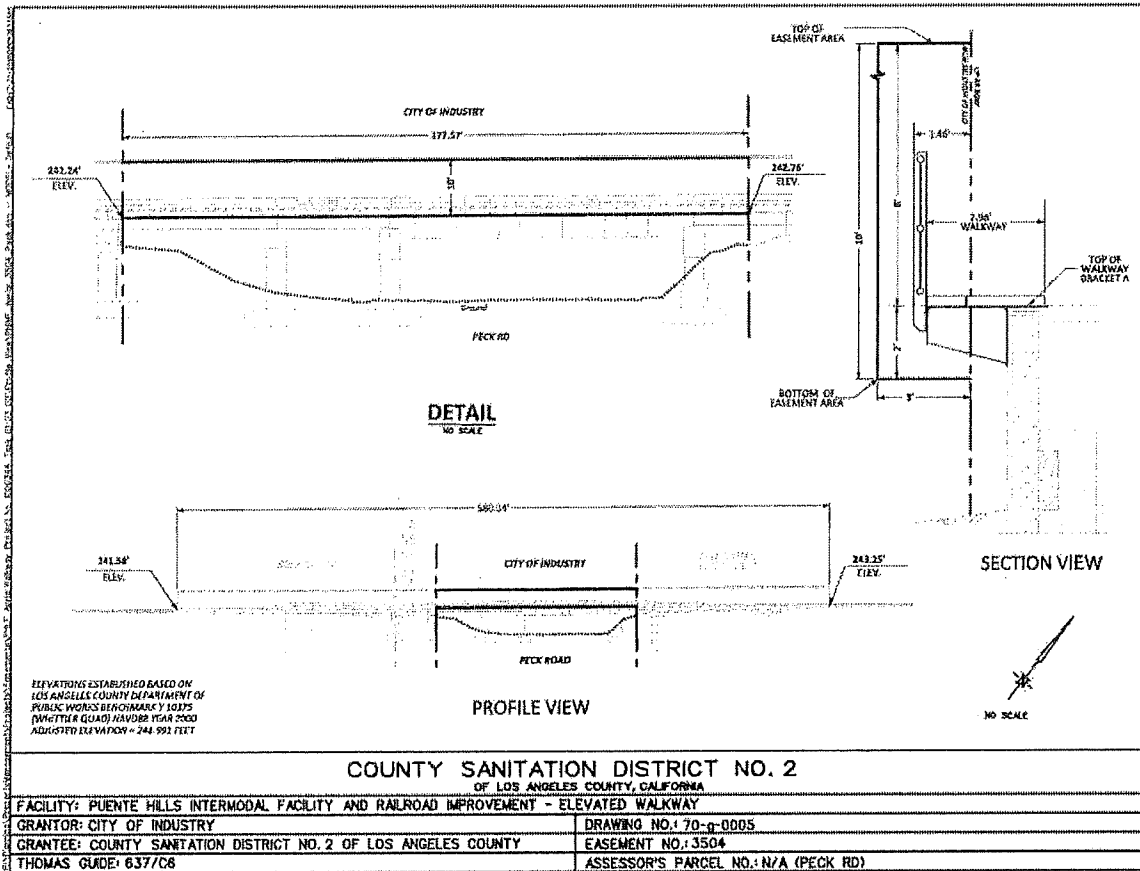
DOC# 3933554



## Exhibit B



# Exhibit C



*CITY COUNCIL*

ITEM NO. 6.5



# CITY OF INDUSTRY

## MEMORANDUM

**TO:** Honorable Mayor Radecki and Members of the City Council

**FROM:** Troy Helling, Acting City Manager

**STAFF:** Bing Hyun, Assistant City Manager

**DATE:** August 23, 2018

**SUBJECT:** Consideration of a Professional Services Agreement with The Technology Depot, Inc., for Information Technology Support Services, in an amount not to exceed \$150,000.00, from August 23, 2018 to August 22, 2019

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### **Background:**

Pursuant to Section 3.04.055 Professional Services of the City's Municipal Code, professional services greater than ten thousand dollars require prior approval by the City Council. For the purposes of this section, professional services include, without limitation, consultants, advisors, attorneys, architects, planners and engineers so long as the service performed does not constitute a public works project.

The Technology Depot Inc., will provide temporary 24/7 information technology services to include, but not limited to telephone, desktop and iPad support, data networking, audio, video and web conferencing, and respond to information technology requests for service.

City staff is currently preparing the Request for Proposals for Information Technology Services. The anticipated release date for competitive procurement is September 2018.

### **Discussion:**

The Professional Services Agreement with The Technology Depot, Inc., for Information Technology Services, in an amount not to exceed \$150,000.00, from August 23, 2018 to August 22, 2019 allows The Technology Depot, Inc., to provide these professional services.

### **Fiscal Impact:**

Appropriate \$150,000.00 to General Fund – Information Technology – Professional Services (Account No. 100-525-5120.01) for the Professional Services Agreement with The Technology Depot, Inc.

**Recommendation:**

- 1.) Staff recommends that the City Council approve the Professional Services Agreement with The Technology Depot Inc., dated August 23, 2018; and
- 2.) Appropriate \$150,000.00 to General Fund – Information Technology – Professional Services (Account No. 100-525-5120.01).

**Exhibit:**

- A. Professional Services Agreement with The Technology Depot Inc., dated August 23, 2018
- 

TH/BH:kw

**EXHIBIT A**

Professional Services Agreement with The Technology Depot Inc.,  
dated August 23, 2018

[Attached]

## CITY OF INDUSTRY

### PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of August 23, 2018 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and The Technology Depot, Inc., a Missouri 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 August 22, 2019, unless sooner terminated pursuant to the provisions of this Agreement.

#### 2. SERVICES

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

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

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

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

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

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

### **3. MANAGEMENT**

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

### **4. PAYMENT**

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

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



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

## **5. SUSPENSION OR TERMINATION OF AGREEMENT**

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

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

## **6. OWNERSHIP OF DOCUMENTS**

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

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

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

## 7. INDEMNIFICATION

### (a) Indemnity for professional liability

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

### (b) Indemnity for other than professional liability

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

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

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

**8. INSURANCE**

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

**9. INDEPENDENT CONSULTANT**

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

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

**10. LEGAL RESPONSIBILITIES**

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

**11. UNDUE INFLUENCE**

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

**12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES**

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

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

**13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order.

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

**14. NOTICES**

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

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

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

To Consultant: The Technology Depot, Inc.  
1207 S. Shamrock Avenue, Suite 100  
Monrovia, CA 91016  
Attention: Brian Dean, President

**15. ASSIGNMENT**

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

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

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

**16. GOVERNING LAW/ATTORNEYS' FEES**

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

**17. ENTIRE AGREEMENT**

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

**18. SEVERABILITY**

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

**19. COUNTERPARTS**

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

**20. CAPTIONS**

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

**21. WAIVER**

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

**22. REMEDIES**

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

**23. AUTHORITY TO EXECUTE THIS AGREEMENT**

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

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

**“CITY”**  
**City of Industry**

**“CONSULTANT”**  
**The Technology Depot, Inc.**

By: \_\_\_\_\_  
Troy Helling, Acting City Manager

By: \_\_\_\_\_  
Brian Dean, President

**Attest:**

By: \_\_\_\_\_  
Julie Gutierrez-Robles, Deputy City Clerk

**Approved as to form:**

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

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

## EXHIBIT A

### SCOPE OF SERVICES

The Consultant shall provide all aspects of information technology services which include, but is not limited to:

- Provide Remote Monitoring software with notification via – e-mail / cell phone paging / SMS messaging;
- Perform software updates & patches as covered by City's Manufacture Software Warranty and Assurance (SWA) programs for the following products – VMware, Cisco, Aruba, Fortinet, Sonicwall, Microsoft which the City understands may require purchases to extend support for Microsoft software packages and any third-party systems or software or additional manufacture support costs will apply to perform services;
- Provide monitoring and alerting of the following - servers, firewalls, ethernet switches, wireless and ancillary devices – software and hardware permitting;
- Backup of servers, firewalls, ethernet switches, wireless and ancillary devices on a daily & monthly basis or as needed based upon changes;
- Provide support services for Desktop PC, Laptop, Servers, Mobile devices, Ethernet switches, Wireless Solutions and Applications – includes user Additions, Deletions, Name Changes, Password resets, Configuration changes for existing licensed users;
- Assist the City with responses to various requests for emails and other documents;
- Provide monitoring and alerting of customer provided Internet connections; and
- Provide Telco / Service Provider / Vendor Coordination and Management Services.



EXHIBIT B  
RATE SCHEDULE

TTDepot - VITA Complete Managed IT Services		Date: 08/16/18	
Customer: City of Industry		Rev: 2	
Schedule - C			
Device Description	Cost Per Mo. Per Device	Device Qty	Extended Cost Per Mo. Per Device
Workstations - PC / Laptop - Customer Managed	\$14.95	0	\$0.00
Workstations - PC / Laptop - Customer Managed with Virtual IT Administrator	\$39.95	0	\$0.00
Workstations - PC / Laptop - Co-Managed with Virtual IT Administrator	\$69.95	0	\$0.00
Workstations - PC / Laptop - Fully Managed with Virtual IT Administrator	\$89.95	0	\$0.00
Servers - Customer Managed	\$99.95	0	\$0.00
Servers - Customer Managed with Virtual IT Administrator	\$149.95	0	\$0.00
Servers - Co-Managed with Virtual IT Administrator - PLUS	\$199.95	0	\$0.00
Servers - Fully Managed with Virtual IT Administrator	\$299.95	0	\$0.00
Servers - Cloud Connct IaaS provided Fully Managed with VITA (15/16 RAM,1TB) (Includes - Server OS, Storage 1 TB, VPN Access, Back-up w/Redundancy,Security)	\$499.95	0	\$0.00
Servers - Cloud Connct IaaS RDS (Remote Desktop Services) Add-on to CC Server	\$9.95	0	\$0.00
Advanced IP Device - Customer Managed	\$19.95	0	\$0.00
Advanced IP Device - Co-Managed	\$29.95	0	\$0.00
Advanced IP Device - Fully Managed (Customer Firewalls for VPN & Security)	\$39.95	0	\$0.00
Basic IP Device - Customer Managed	\$9.95	0	\$0.00
Basic IP Device - Co-Managed (Includes Kaseya Monitoring Client)	\$4.95	45	\$222.75
Basic IP Device - Fully Managed	\$19.95	0	\$0.00
Cloud Connect Remote Probe - Std Unit (2-Serial)(TTDepot Provided Probe)	\$29.95	1	\$29.95
Cloud Connect Web Hosting - Std Site (up to 200 MB)	\$14.95	0	\$0.00
Cloud Connect Web Hosting - Adv Site (Quote Req.)	\$0.00	0	\$0.00
Cloud Connect Hosted Email - Std User (up to 1GB MB)	\$4.95	0	\$0.00
Cloud Connect Hosted Email - Std-5 User (up to 5GB MB)	\$9.95	0	\$0.00
Cloud Connect Hosted Email - Enterprise User (Unlimited MB)	\$15.95	0	\$0.00
Cloud Connect Email Security Gtwy Services - ESG Basic (SPAM Filter,AV,In)	\$1.95	0	\$0.00
Cloud Connect Email Security Gtwy Services - ESG Std (SPAM,AV, In/Out)	\$2.00	0	\$0.00
Cloud Connect Adv. Security Gtwy Services - ASG Adv (includes HW/SW/Sub) (Includes - Adv Firewall, Real-Time scanning, Cloud Sandbox)	\$129.95	0	\$0.00
<b>Total Managed Devices or Applications</b>		<b>46</b>	
<b>VITA Complete - Total Monthly Subscription - Month to Month Term</b>			<b>\$252.70</b>
<b>VITA Complete - Set-up Fee (One-Time charge)</b>			<b>Based upon T&amp;M rate and actual hours</b>
<b>Includes the following VITA Complete modules:</b>			
VSA - Virtual System Administrator			
BUDR - Backup & Disaster Recovery Management			
KES - Endpoint Security - Server / Workstation			
USM - User State Management			
OLSP - On-Line Self-Paced Administrator Training			

Servers - Servers, Virtual Servers, NAS, SAN Advanced IP Devices - Routers, Firewalls, Etherswitches IP SiteMonitor, IP TempMonitor, IP Access Control Basic IP Devices - IP Printers, IP Cameras, IP UPS, IP Managed PDU, IP KVM IP Paging, IP CSU/DSU			

System documentation management, major moves, changes or additions are subject to additional time and material (T&M) services billing at the rate of \$165.00 per hour. Consultant will submit to the City a scope of work and quote based upon the requested work for approval prior to initiating work

## EXHIBIT C

### INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*CITY COUNCIL*

ITEM NO. 6.6





# CITY OF INDUSTRY

## MEMORANDUM

**TO:** Honorable Mayor Radecki and Members of the City Council

**FROM:** Troy Helling, Acting City Manager

**STAFF:** Bing Hyun, Assistant City Manager  
Kristen Weger, Management Analyst III

**DATE:** August 23, 2018

**SUBJECT:** Consideration of Amendment No. 1 to the Maintenance Services Agreement with Janus Pest Management, Inc. for pest control services increasing compensation by \$100,000.00, in an amount not-to-exceed \$121,492.00.00 from August 23, 2018 to August 22, 2019 (Agreement No. DS-18-056-A)

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### **Background:**

Per Section 3.52.120 of the City's Municipal Code, contracts relating to maintenance of public works or public facilities may be provided by competitive bidding, informal public bidding, or by negotiated contract, at the discretion of the City Council.

Janus Pest Management, Inc. ("Janus") provides pest control services for a range of commercial and residential clientele. City staff negotiated a contract with Janus to provide pest control services at Tonner Canyon which is owned by the City, for a one (1) year period. The pest control services include, but are not limited to: annual rodent debris removal and site disinfection at Camp Courage, the Camp Master bunk house, four (4) camping tents, restrooms, showers, tents, and installation of rodent devices and general pest control services.

On June 28, 2018, City Council approved the Maintenance Services Agreement for Tonner Canyon. At that time, City Council requested that additional properties be evaluated for pest control services. City staff requested that Janus in cooperation with Sage Environmental evaluate additional properties. It was determined based on their evaluation that pest services were required at additional properties. Amendment No. 1 to the Maintenance Services Agreement would amend the agreement to be for on-call pest control services citywide and includes an additional appropriation to cover such services.

Table 1 – Summary of Pest Control Services Costs

Maintenance Service Agreement	\$21,492.00
Amendment No. 1 to Maintenance Services Agreement	\$100,000.00
Total	\$121,492.00

City staff consulted with Sage Environmental and all pest control methods and services have been environmentally reviewed and approved.

**Fiscal Impact:**

This fiscal impact associated with this action requires an appropriation of \$100,000.00 to General Fund – Habitat & Open Space – Property Maintenance (Account No. 100-628-8510) for fiscal year 2018-2019.

**Recommendation:**

- 1.) Approve Amendment No. 1 to the Maintenance Services Agreement with Janus Pest Management, Inc., in an amount not to exceed \$121,492.00 dated August 23, 2018; and
- 2.) Appropriate \$100,000.00 from General Fund – Habitat & Open Space – Property Maintenance (Account No. 100-625-8510).

**Exhibit:**

- A. Amendment No. 1 to the Maintenance Service Agreement dated August 23, 2018
- B. Maintenance Services Agreement with Janus Pest Management, Inc., dated June 28, 2018

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TH/KW:mk



**EXHIBIT A**

Amendment No.1 to the Maintenance Service Agreement with Janus Pest  
Management, Inc. dated August 23, 2018

**[Attached]**

## ATTACHMENT 1

### EXHIBIT A SCOPE OF SERVICES

Consultant shall provide the following services to the City:

1. Pest management services as requested by the City Manager or his designee.
2. Ground squirrel baiting and trapping, and flea control at the area commonly known as the "strawberry field", located on Azusa Avenue. The ground squirrel baiting shall begin in August 2018, and shall be conducted once per week for six weeks. Flea control services shall be provided once annually, beginning in August 2018.
3. Ant and pest control services at the Metrolink guard shacks. Said services shall be performed on a monthly basis.
4. Pest management services at Tonner Canyon, City of Industry, which includes, but is not limited to the following:
  - Annual rodent debris removal and site disinfection at Camp Courage, Camp Master bunk house, 4 camping tents and the restrooms/showers.
  - Tent disinfection at the 4 camping tent sites
  - Rodent devices at the Camp Courage, Camp Master bunk house, 4 camping tents and the restrooms/showers.
  - General pest control at Camp Courage, Camp Master bunk house, 4 camping tents and the restrooms/showers, and guard shack.
  - These services shall be conducted with the frequency set forth in the Rate Schedule.

**EXHIBIT B**

Maintenance Services Agreement with Janus Pest Management, Inc.,  
dated June 28, 2018

**[Attached]**

**AMENDMENT NO. 1  
TO MAINTENANCE SERVICES AGREEMENT  
WITH JANUS PEST MANAGEMENT, INC.**

This Amendment No. 1 to the Agreement for Maintenance Services (“Agreement”), is made and entered into this 9<sup>th</sup> day of August, 2018, (“Effective Date”) by and between the City of Industry, a California municipal corporation (“City”) and Janus Pest Management, Inc., a California Corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties.”

**RECITALS**

**WHEREAS**, on or about June 28, 2018, the City Council approved a Maintenance Services Agreement with the Consultant, to provide pest management services for Tonner Canyon and citywide properties; and

**WHEREAS**, on or about June 28, 2018, the City Council requested that the six (6) acre property known as the Strawberry Field, Assessor’s Parcel Nos. 8264-025-901, 8264-025-906 and 8264-025-911 bordered by Azusa Avenue, Chestnut Street, and Anaheim and Puente Road be reviewed to address squirrel infestation; and

**WHEREAS**, on or about July 18, 2018, City staff were notified of an ant infestation at the Metrolink guard shacks located at Assessor’s Parcel No. 8719-006-908, 600 Brea Canyon Road; and

**WHEREAS**, Consultant assessed the areas with Sage Environmental Group LLC to evaluate the pest management approach for the properties, and given the additional pest management work, the Parties desire to amend the Agreement to revise the Scope of Services to include these additional properties, and to permit the City Manager to include additional properties and services as needed, and to increase the compensation by \$78,508.00 as a result of the inclusion of the additional services; 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 second sentence of Section 4(a) is hereby amended to read in its entirety as follows:

This amount shall not exceed One Hundred Twenty-Five Thousand Dollars (\$125,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

**Exhibit A Scope of Services**

The Scope of Services is hereby revised in its entirety as set forth in Attachment 1, attached hereto and incorporated herein by reference.

**Exhibit B Rate Schedule**

The Rate Schedule shall be amended as follows:

	<b>SERVICE</b>	<b>AREA</b>	<b>SERVICE CHARGE</b>	<b>SERVICE FREQ.</b>	<b>SERVICE SCHEDULE</b>
1.	Ground Squirrel Baiting/Trapping	Assessor's Parcel No. 8264-025-901; 8264-025-906; and 8264-025-911.	\$3,803.16/Service	Weekly for Six (6) Weeks	August
2.	Flea Control	Assessor's Parcel No. 8264-025-901; 8264-025-906; and 8264-025-911.	\$6,960.00/Service	1x/Annually	August
3.	Ant and Pest Control	Assessor's Parcel No. 8719-006-908	\$45/Service	1x/Monthly	August – July
4.	General Services Requested by the City		Charges are TBD, based on a proposal from Consultant and subject to approval by the City Manager		

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

**“CITY”**  
City of Industry

**“CONSULTANT”**  
Janus Pest Management, Inc.

By: \_\_\_\_\_  
Troy Helling, Acting City Manager

By: \_\_\_\_\_  
Jay Spicer, CEO

**Attest:**

By: \_\_\_\_\_  
Julie Gutierrez-Robles, Deputy City Clerk

**APPROVED AS TO FORM**

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

*CITY COUNCIL*

ITEM NO. 6.7

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“**Agreement**”), dated August 23, 2018, (“**Effective Date**”) is entered into by and between the City of Industry a California municipal corporation (“**Licensor/City**”), and Motorola Solutions, Inc., a Delaware corporation (“**Licensee**”) (Licensor and Licensee are individually referred to as “**Party**” and collectively referred to as the “**Parties**”).

### RECITALS

**WHEREAS**, the City is the owner of certain property located at 2000 Tonner Canyon Road, Brea, California, as set forth in Exhibit A, attached hereto and incorporated herein by reference (“**Premises**”); and

**WHEREAS**, Licensee desires to use a portion of Premises, as depicted in Exhibit A, for the purpose of conducting site surveying and geotechnical/geological site surveying and sampling work, as part of the architectural design work for the Los Angeles Regional Interoperable Communication System Authority’s projects; 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 enter a portion of the Premises for the purpose of conducting site surveying and geotechnical/geological site surveying and sampling work, as part of the architectural design work for the Los Angeles Regional Interoperable Communication System Authority’s projects, for a twelve (12) month period commencing on the Effective Date, and terminating on August 22, 2019. 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 providing a communications system for first responders, 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 conducting site surveying and geotechnical/geological site surveying and sampling work, as part of the architectural design work for the Los Angeles Regional Interoperable Communication System Authority’s projects. 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.

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; Claim Notification.

Licensee, at no expense to the Licensor/City, shall obtain and require its agents to obtain and maintain throughout the term of this Agreement: the insurance types and amounts required by the Agreement dated August 15, 2013 between the Los Angeles Regional Interoperable Communications System Authority and Motorola Solutions, Inc. for the Los Angeles Regional Interoperable Communications System - Land Mobile Radio System(Agreement No. LA-RICS 007), which insurance covers the work contemplated in this Agreement.

Licensee shall furnish to the Licensor/City proof of the insurance upon request. Licensee shall report to the Licensor/City any and all accidents or incidents related to the Property that involve injury or property damage and which could result in the filing of a claim or lawsuit against Licensee or the Licensor/City, within 24 hours of the occurrence.

Waiver of Subrogation:

Licensee hereby grants to the City a waiver of any right to subrogation which any insurer of said Licensee may acquire against the City 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 City has received a waiver of subrogation endorsement from the insurer.

**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 City 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 City collectively, the “City 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 City 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. 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 City Manager  
15625 East Stafford Street, Suite 100  
City of Industry, CA 91744  
Tel: (626) 333-2211  
thelling@cityofindustry.org

With a Copy to: James M. Casso, City Attorney  
Casso & Sparks, LLP  
13200 Crossroads Parkway North, Suite 345  
City of Industry, CA 91746  
Tel (626) 512-5470  
jcasso@cassosparks.com

Licensee: Motorola Solutions, Inc.  
725 S. Figueroa Avenue, Suite 1855  
Los Angeles, CA 90017  
Attn: Norm Folger, Motorola Project Director  
Tel (213) 362-6706  
norm.folger@motorolasolutions.com

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 City 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 City 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”

“LICENSEE”

**CITY OF INDUSTRY**

**MOTOROLA SOLUTIONS, INC.**

By: \_\_\_\_\_  
Troy Helling, Acting City Manager

By: \_\_\_\_\_  
Norm Folger, Project Director

ATTEST:

By: \_\_\_\_\_  
Julie Gutierrez-Robles, Deputy City Clerk

APPROVED AS TO FORM:

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

## EXHIBIT A



### Legend

1. Access point from public right of way marked by yellow pin at lower left of image "Access Gate"
2. Path of travel to follow redline
3. Site investigations to happen in vicinity of yellow pin at top right of image "Proposed Site Location"