

**NOTICE OF SPECIAL MEETING  
OF THE CITY COUNCIL OF THE  
CITY OF INDUSTRY**

TO THE MEMBERS OF THE CITY OF INDUSTRY CITY COUNCIL, AND ALL OTHER INTERESTED PARTIES:

NOTICE is hereby given that the City of Industry City Council will hold a Special Meeting on Wednesday, November 25, 2015 at 8:30 a.m. in the City of Industry Council Chamber, 15651 East Stafford Street, City of Industry, California 91744, to consider the following and to take actions in connection therewith:

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

4. **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.

4.1 Consideration of Register of Demands.

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

5. **ACTION ITEMS**

- 5.1 Consideration to ratify the City Manager's decision to send a notice to the Los Angeles Regional Interoperable Communications System Authority of its decision to "opt-out" of the Joint Powers Authority effective November 20, 2015, based on California Contract Cities Association's recommendation.

*RECOMMENDED ACTION: Ratify the City Manager's decision to "opt out" of the Joint Powers Authority.*

- 5.2 Consideration of a Purchase and Sale Agreement in the amount of \$5,100,000.00 between the City and Successor Agency for Agency-owned property located at 150 North Hacienda Boulevard.

*RECOMMENDED ACTION: Approve the Agreement.*

- 5.3 Consideration of a Purchase and Sale Agreement in the amount of \$1,850,000.00 between the City and Successor Agency for Agency-owned property located at 220 North Hacienda Boulevard.

*RECOMMENDED ACTION: Approve the Agreement.*

- 5.4 Consideration of a Purchase and Sale Agreement in the amount of \$3,600,000.00 between the City and Successor Agency for Agency-owned property located at 242 North Hacienda Boulevard.

*RECOMMENDED ACTION: Approve the Agreement.*

- 5.5 Consideration of Resolution No. CC 2015-42 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, DECLARING AN EMERGENCY CONDITION AND DELARING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE CERTAIN WORK TO BE PERFORMED WITHOUT COMPETITIVE BIDDING PURSUANT TO CALIFORNIA PUBLIC CONTRACT CODE SECTION 22050 AND SECTION 3.52.110 OF THE CITY'S MUNICIPAL CODE, AND NOTICE OF EXEMPTION REGARDING SAME.

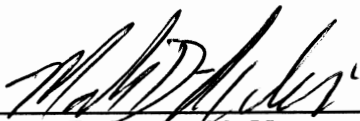
*RECOMMENDED ACTION: Adopt Resolution No. CC 2015-42.*

6. **CITY COUNCIL COMMITTEE REPORTS**

7. **AB 1234 REPORTS**

8. **CITY COUNCIL COMMUNICATIONS**

9. Adjournment. Next regular meeting: Thursday, December 10, 2015 at 9:00 a.m.



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**Mark D. Radecki, Mayor**  
City of Industry

**Dated: November 23, 2015**

# CITY OF INDUSTRY

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CITY COUNCIL  
SPECIAL MEETING AGENDA

NOVEMBER 25, 2015  
8:30 AM



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Mayor Mark Radecki  
Mayor Pro Tem Cory Moss  
Council Member Abraham Cruz  
Council Member Roy Haber, III  
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 (Agenda Items Only):** During public comments, if you wish to address the City Council during this Special Meeting, under Government Code Section 54954.3(a), you may only address the City Council concerning any item that has been described in the notice for the Special Meeting.

## **Americans with Disabilities Act:**

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

## **Agendas and other writings:**

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

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TO BE PERFORMED WITHOUT COMPETITIVE BIDDING PURSUANT TO CALIFORNIA PUBLIC CONTRACT CODE SECTION 22050 AND SECTION 3.52.110 OF THE CITY'S MUNICIPAL CODE, AND NOTICE OF EXEMPTION REGARDING SAME.

*RECOMMENDED ACTION: Adopt Resolution No. CC 2015-42.*

6. **CITY COUNCIL COMMITTEE REPORTS**

7. **AB 1234 REPORTS**

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*CITY COUNCIL*

ITEM NO. 4.1

**CITY OF INDUSTRY  
AUTHORIZATION FOR PAYMENT OF BILLS  
CITY COUNCIL MEETING OF NOVEMBER 26, 2015**

**FUND RECAP:**

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	1,866,094.05
103	PROP A FUND	3,897.19
120	CAPITAL IMPROVEMENT FUND	82,279.33
161	IPUC - ELECTRIC	296,455.39
440	INDUSTRY PUBLIC FACILITY AUTHORITY	2,400.00
TOTAL ALL FUNDS		2,251,125.96

**BANK RECAP:**

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BANK OF AMERICA - CKING ACCOUNTS	208,655.91
PROP/A	PROP A - CKING ACCOUNT	3,897.19
WFBK	WELLS FARGO- CKING ACCOUNT	2,038,572.86
TOTAL ALL BANKS		2,251,125.96

**APPROVED PER CITY MANAGER**

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**CITY OF INDUSTRY  
BANK OF AMERICA  
November 26, 2015**

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

<b>1366</b>	11/10/2015			<b>CITY OF INDUSTRY</b>	<b>\$123,655.91</b>
	Invoice	Date	Description	Amount	
	11/10/15	11/10/2015	TRANSFER FUNDS-ELECTRIC	\$123,655.91	

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**CITYGEN.CHK - City General**

<b>24283</b>	11/10/2015			<b>CIVIC RECREATIONAL INDUSTRIAL</b>	<b>\$85,000.00</b>
	Invoice	Date	Description	Amount	
	11/10/15	11/10/2015	TRANSFER FUNDS-CRIA A/P	\$85,000.00	

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Checks	Status	Count	Transaction Amount
	Total	2	\$208,655.91

**CITY OF INDUSTRY**

**PROP A**

**November 26, 2015**

Check	Date		Payee Name	Check Amount
<b>PROPA.CHK - Prop A Checking</b>				
<b>11604</b>	11/04/2015		<b>INDUSTRY SECURITY SERVICES</b>	<b>\$3,459.46</b>
	Invoice	Date	Description	Amount
	14-15627	10/16/2015	SECURITY SVC-METROLINK	\$1,729.73
	14-15654	10/23/2015	SECURITY SVC-METROLINK	\$1,729.73
<b>11605</b>	11/04/2015		<b>SO CAL INDUSTRIES</b>	<b>\$93.87</b>
	Invoice	Date	Description	Amount
	200253	10/13/2015	RR RENTAL-METROLINK	\$93.87
<b>11606</b>	11/04/2015		<b>SO CALIFORNIA EDISON COMPANY</b>	<b>\$343.86</b>
	Invoice	Date	Description	Amount
	2016-00000540	10/20/2015	8/21-9/22/15 SVC-600 S BREA CYN B	\$343.86

Checks	Status	Count	Transaction Amount
	Total	3	\$3,897.19

**CITY OF INDUSTRY  
WELLS FARGO BANK  
November 26, 2015**

Check	Date			Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>					
<b>63000</b>	11/10/2015			<b>AT &amp; T</b>	<b>\$9.07</b>
	Invoice	Date	Description	Amount	
	2016-00000522	11/01/2015	11/01-11/30/15 SVC - CITY WHITE PAGES	\$9.07	
<b>63001</b>	11/10/2015			<b>ROWLAND WATER DISTRICT</b>	<b>\$1,440.25</b>
	Invoice	Date	Description	Amount	
	2016-00000523	10/28/2015	09/14-10/19/15 SVC - 17401 VALLEY BLVD	\$256.89	
	2016-00000524	10/28/2015	09/14-10/20/15 SVC - AZUSA AVENUE - CENTER	\$142.96	
	2016-00000525	10/28/2015	09/14-10/20/15 SVC - AZUSA AVENUE 205597	\$148.76	
	2016-00000526	10/28/2015	09/14-10/21/15 SVC - HURLEY STREET & VALLEY	\$320.69	
	2016-00000527	10/28/2015	09/15-10/19/15 SVC - 930 AZUSA AVENUE	\$436.69	
	2016-00000528	10/28/2015	09/15-10/19/15 SVC - 18044 ROWLAND-LAWSON	\$134.26	
<b>63002</b>	11/10/2015			<b>SO CALIFORNIA EDISON COMPANY</b>	<b>\$10,868.71</b>
	Invoice	Date	Description	Amount	
	2016-00000529	11/03/2015	10/01-11/01/15 SVC - 1 VALLEY/AZUSA	\$16.62	
	2016-00000530	11/03/2015	10/01-11/01/15 SVC - 600 BREA CYN RD	\$488.30	
	2016-00000531	11/04/2015	10/01-11/01/15 SVC - VARIOUS SITES	\$1,904.27	
	2016-00000532	11/04/2015	10/02-11/03/15 SVC - 208 S WADDINGHAM WAY CP	\$128.00	
	2016-00000533	11/05/2015	10/02-11/03/15 SVC - 15625 STAFFORD ST	\$4,866.31	
	15660STAFF-NOV15	11/05/2015	09/28-10/28/15 SVC - 15660 STAFFORD ST	\$2,364.79	
	2016-00000534	11/06/2015	10/01-11/01/15 SVC - NOGALES ST/SAN JOSE AVE	\$617.02	
	1135HATCH-NOV15	11/06/2015	10/06-11/05/15 SVC - 1135 HATCHER AVE	\$483.40	
<b>63003</b>	11/10/2015			<b>SUBURBAN WATER SYSTEMS</b>	<b>\$352.10</b>
	Invoice	Date	Description	Amount	
	180040745540	11/03/2015	10/03-11/03/15 SVC - NE CNR VALLEY/STIMS	\$352.10	
<b>63004</b>	11/10/2015			<b>TELEPACIFIC COMMUNICATIONS</b>	<b>\$4,246.74</b>
	Invoice	Date	Description	Amount	
	72061516-0	10/31/2015	INTERNET SVC-METRO SOLAR/CITY HALL	\$4,246.74	

**CITY OF INDUSTRY  
WELLS FARGO BANK  
November 26, 2015**

Check	Date	Payee Name		Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
<b>63005</b>	11/10/2015	<b>VERIZON</b>		<b>\$116.36</b>
	Invoice	Date	Description	Amount
	2016-00000535	10/25/2015	10/25-11/24/15 SVC - ELECTRIC MODEM	\$62.97
	2016-00000536	10/25/2015	10/25-11/24/15 SVC - ELECTRIC MODEM	\$53.39
<b>63006</b>	11/10/2015	<b>VERIZON WIRELESS - LA</b>		<b>\$1,770.85</b>
	Invoice	Date	Description	Amount
	9754635219	10/26/2015	09/27-10/26/15 SVC - VARIOUS WIRELESS	\$1,770.85
<b>63007</b>	11/13/2015	<b>CITY OF INDUSTRY-PAYROLL ACCT</b>		<b>\$250,000.00</b>
	Invoice	Date	Description	Amount
	P/R 11/15/15	11/12/2015	PAYROLL REIMBURSEMENT FOR 11/15/15	\$250,000.00
<b>63008</b>	11/17/2015	<b>AT &amp; T</b>		<b>\$225.00</b>
	Invoice	Date	Description	Amount
	8959814673	11/01/2015	11/01-11/30/15 SVC - METROLINK	\$225.00
<b>63009</b>	11/17/2015	<b>EXXON MOBIL</b>		<b>\$746.00</b>
	Invoice	Date	Description	Amount
	72006767511	11/16/2015	FUEL-SECURITY VEHICLES	\$746.00
<b>63010</b>	11/17/2015	<b>GAS COMPANY, THE</b>		<b>\$267.02</b>
	Invoice	Date	Description	Amount
	2016-00000586	11/05/2015	10/06-11/03/15 SVC - 15633 RAUSCH RD	\$149.52
	2016-00000587	11/05/2015	10/06-11/03/15 SVC - 15625 STAFFORD ST APT A	\$16.63
	2016-00000588	11/05/2015	10/06-11/03/15 SVC - 15625 STAFFORD ST APT B	\$13.81
	2016-00000589	11/05/2015	10/06-11/01/15 SVC - 15651 STAFFORD ST	\$29.83
	2016-00000590	11/10/2015	10/01-11/01/15 SVC - 1 INDUSTRY HILLS PKWY UNIT	\$57.23
<b>63011</b>	11/17/2015	<b>LA PUENTE VALLEY COUNTY</b>		<b>\$13,913.65</b>

**CITY OF INDUSTRY  
WELLS FARGO BANK  
November 26, 2015**

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

Invoice	Date	Description	Amount
2016-00000560	10/19/2015	08/19-10/19/15 SVC - PARRIOTT & DON JULIAN RD (I)	\$135.40
2016-00000561	10/19/2015	08/19-10/19/15 SVC - ALONG RAILROAD TRACK (I)	\$248.25
2016-00000562	10/19/2015	08/19-10/19/15 SVC - PROCTOR & EL ENCANTO (I)	\$301.90
2016-00000563	10/19/2015	08/19-10/19/15 SVC - HACIENDA BLVD (IRRI)	\$48.43
2016-00000564	10/19/2015	08/19-10/19/15 SVC - 15415 DON JULIAN RD (IRRI)	\$2,085.40
2016-00000565	10/19/2015	08/19-10/19/15 SVC - 15414 DON JULIAN RD (IRRI)	\$834.70
2016-00000566	10/19/2015	08/19-10/19/15 SVC - 15414 DON JULIAN RD	\$139.10
2016-00000567	10/19/2015	08/19-10/19/15 SVC - 201 STAFFORD ST (IRRI)	\$1,547.47
2016-00000568	10/19/2015	08/19-10/19/15 SVC - VALLEY BLVD (IRRI)	\$107.63
2016-00000569	10/19/2015	08/19-10/19/15 SVC - 15415 DON JULIAN RD (IRRI)	\$1,748.70
2016-00000570	10/19/2015	08/19-10/19/15 SVC - DON JULIAN RD	\$857.57
2016-00000571	10/19/2015	08/19-10/19/15 SVC - HACIENDA & STAFFORD ST (I)	\$165.00
2016-00000572	10/19/2015	08/19-10/19/15 SVC - HACIENDA & STAFFORD (IRR)	\$220.50
2016-00000573	10/19/2015	08/19-10/19/15 SVC - 211 HACIENDA BLVD (IRR)	\$135.38
2016-00000574	10/19/2015	08/19-10/19/15 SVC - HUDSON AVE (IRRI)	\$246.40
2016-00000575	10/19/2015	08/19-10/19/15 SVC - STAFFORD ST (IRRI)	\$353.70
2016-00000576	10/19/2015	08/19-10/19/15 SVC - 220 HACIENDA BLVD (IRRI)	\$263.05
2016-00000577	10/19/2015	08/19-10/19/15 SVC - 15522 NELSON AVE	\$66.93
2016-00000578	10/19/2015	08/19-10/19/15 SVC - NELSON AVE (IRRI)	\$1,134.40
2016-00000579	10/19/2015	08/19-10/19/15 SVC - SOTRO ST (IRRI)	\$703.35
2016-00000580	10/19/2015	08/19-10/19/15 SVC - 15651 STAFFORD ST	\$880.95
2016-00000581	10/19/2015	08/19-10/19/15 SVC - RAUSCH RD (IRRI)	\$196.43
2016-00000582	10/19/2015	08/19-10/19/15 SVC - RAUSCH RD (IRRI)	\$211.23
2016-00000583	10/19/2015	08/19-10/19/15 SVC - STAFFORD & OLD VALLEY (I)	\$535.00
2016-00000584	10/19/2015	08/19-10/19/15 SVC - 285 HACIENDA BLVD (IRRI)	\$66.93
2016-00000585	10/19/2015	08/19-10/19/15 SVC - 1 AZUSA WAY (IRRI)	\$679.85

<b>63012</b>	11/17/2015		<b>NOBLE AMERICAS ENERGY</b>	<b>\$141,854.30</b>
	Invoice	Date	Description	Amount
	153160004998511	11/16/2015	WHOLESALE USE-GAS 2015	\$17.66



**CITY OF INDUSTRY  
WELLS FARGO BANK  
November 26, 2015**

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<b>CITY.WF.CHK - City General Wells Fargo</b>				
	153150004994489	11/11/2015	WHOLESALE USE-OCT 2015	\$141,836.64
<b>63013</b>	11/17/2015		<b>PAETEC COMMUNICATIONS</b>	<b>\$773.68</b>
	Invoice	Date	Description	Amount
	58920603	11/10/2015	PHONE SVC-NOV 2015	\$773.68
<b>63014</b>	11/17/2015		<b>RICOH USA, INC.</b>	<b>\$3,448.87</b>
	Invoice	Date	Description	Amount
	47872127	11/07/2015	COPIER LEASE-HR	\$282.73
	47870413	11/07/2015	COPIER LEASE-NOV 2015	\$3,166.14
<b>63015</b>	11/17/2015		<b>SO CALIFORNIA EDISON COMPANY</b>	<b>\$18,642.47</b>
	Invoice	Date	Description	Amount
	1123AHATCH-NOV15	11/06/2015	10/06-11/05/15 SVC - 1123 HATCHER AVE STE A	\$222.09
	2016-00000542	11/07/2015	10/06-11/05/15 SVC - VARIOUS SITES	\$133.50
	2016-00000543	11/07/2015	10/01-11/01/15 SVC - 208 S WADDINGHAM WAY	\$17,269.20
	2016-00000544	11/10/2015	10/01-11/01/15 SVC - GALE AVE/L STREET	\$36.60
	2016-00000545	11/12/2015	10/09-11/10/15 SVC - 575 BALDWIN PARK AVE U	\$72.84
	2016-00000546	11/12/2015	09/14-11/06/15 SVC - VALLEY BLVD U-VARIOUS SITES	\$777.69
	2016-00000547	11/13/2015	10/13-11/12/15 SVC - 490 7TH U	\$69.22
	19835WALNUT-NV15	11/14/2015	10/14-11/13/15 SVC - 19835 E WALNUT DR	\$61.33
<b>63016</b>	11/17/2015		<b>STATE BOARD OF EQUALIZATION</b>	<b>\$157.25</b>
	Invoice	Date	Description	Amount
	ID:0002 2905 536	11/03/2015	WATER RIGHTS FEE-TRES HERMANOS	\$157.25
<b>63017</b>	11/17/2015		<b>VERIZON</b>	<b>\$2,338.33</b>
	Invoice	Date	Description	Amount
	2016-00000548	10/28/2015	10/28-11/27/15 SVC - ELECTRIC MODEM	\$55.72
	2016-00000549	10/28/2015	10/28-11/27/15 SVC - EM-179 S. GRAND AVE	\$39.25
	2016-00000550	10/28/2015	10/28-11/27/15 SVC - EM-21912 GARCIA LN-ALARM	\$62.97

**CITY OF INDUSTRY  
WELLS FARGO BANK  
November 26, 2015**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	2016-00000551	11/01/2015	11/01-11/30/15 SVC - GENERATOR SITE-TELEMETRY	\$55.72
	2016-00000552	11/01/2015	11/01-11/30/15 SVC - GENERATOR SITE-TELEMETRY	\$58.64
	2016-00000553	11/01/2015	11/01-11/30/15 SVC - CITY HALL FAXES	\$521.78
	2016-00000554	11/01/2015	11/01-11/30/15 SVC - VARIOUS SITES	\$296.53
	HATCHER-NOV15	11/01/2015	11/01-11/30/15 SVC - HATCHER	\$51.98
	2016-00000555	11/01/2015	11/01-11/30/15 SVC - TRES HERMANOS	\$50.77
	2016-00000556	11/01/2015	11/01-11/30/15 SVC - VARIOUS SITES	\$998.13
	2016-00000557	11/04/2015	11/04-12/03/15 SVC - EM-21858 GARCIA LN-ALARM	\$62.97
	2016-00000558	11/04/2015	11/04-12/03/15 SVC - GS-21620 VALLEY BLVD	\$58.64
	2016-00000559	11/07/2015	11/07-12/06/15 SVC - GS-408 BREA CYN RD	\$25.23
<b>63018</b>	11/17/2015		<b>VERIZON BUSINESS</b>	<b>\$146.59</b>
	Invoice	Date	Description	Amount
	HATCH-62074972	11/10/2015	10/01-10/31/15 SVC - HATCHER	\$31.14
	2016-00000591	11/10/2015	10/01-10/31/15 SVC - VARIOUS SITES	\$115.45
<b>63019</b>	11/17/2015		<b>VERIZON WIRELESS - LA</b>	<b>\$114.03</b>
	Invoice	Date	Description	Amount
	9754635220	10/26/2015	09/27-10/26/15 SVC - MOBILE BROADBAND	\$114.03
<b>63020</b>	11/17/2015		<b>WALNUT VALLEY WATER DISTRICT</b>	<b>\$6,464.49</b>
	Invoice	Date	Description	Amount
	2130833	11/09/2015	10/01-10/30/15 SVC - IRR 820 FAIRWAY DR	\$77.83
	2130885	11/09/2015	10/01-10/30/15 SVC - LEMON AVE N OF CURRIER RD	\$69.84
	2130919	11/09/2015	10/01-10/30/15 SVC - BREA CYN RD & OLD RANCH RD	\$40.20
	2130935	11/09/2015	10/01-10/30/15 SVC - FERRERO & GRAND EAST	\$887.47
	2130953	11/09/2015	10/01-10/30/15 SVC - BAKER PKWY METER #1	\$283.27
	2130954	11/09/2015	10/01-10/30/15 SVC - BAKER PKWY METER #2	\$154.66
	2130960	11/09/2015	10/01-10/30/15 SVC - GRAND AVE CROSSING	\$216.11
	2130961	11/09/2015	10/01-10/30/15 SVC - GRAND AVE CROSSING	\$71.07
	2130963	11/09/2015	10/01-10/30/15 SVC - 22002 VALLEY BLVD	\$344.40

**CITY OF INDUSTRY  
WELLS FARGO BANK  
November 26, 2015**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	2130980	11/09/2015	10/01-10/30/15 SVC - 21350 VALLEY-MEDIAN	\$126.00
	2130981	11/09/2015	10/01-10/30/15 SVC - GRAND CROSSING EAST	\$48.00
	2130982	11/09/2015	10/01-10/30/15 SVC - GRAND CROSSING WEST	\$62.04
	2130983	11/09/2015	10/01-10/30/15 SVC - BAKER PKWY & GRAND N/W	\$1,392.91
	2130990	11/09/2015	10/01-10/30/15 SVC - E/S GRAND S/O BAKER PKWY	\$124.63
	2130996	11/09/2015	10/01-10/30/15 SVC - BREA CYN N OF RR TRKS	\$158.69
	2130997	11/09/2015	10/01-10/30/15 SVC - BREA CYN N OF CURRIER	\$49.49
	2130999	11/09/2015	10/01-10/30/15 SVC - 60 FWY INTERCHANGE	\$35.45
	2131017	11/09/2015	10/01-10/30/15 SVC - END OF BAKER PKWY-TEMP	\$2,223.63
	2131669	11/10/2015	10/01-11/03/15 SVC - PUMP STN N/W CHERYL	\$23.04
	2131689	11/10/2015	10/01-11/03/15 SVC - PUMP STN BREA CYN	\$21.33
	2131914	11/10/2015	10/01-11/03/15 SVC - NOGALES PUMP STN	\$54.43
<b>63021</b>	11/26/2015		<b>A-1 SATELLITE TELEVISION</b>	<b>\$197.16</b>
	Invoice	Date	Description	Amount
	20766	11/02/2015	PROGRAM REMOTE-CITY HALL	\$197.16
<b>63022</b>	11/26/2015		<b>ALVAKA NETWORKS</b>	<b>\$24,725.17</b>
	Invoice	Date	Description	Amount
	155542	11/01/2015	NETWORK MAINT-DEC 2015	\$6,020.00
	155569	11/01/2015	NETWORK MAINT-DEC 2015	\$6,540.17
	155606	10/29/2015	ADD'L NET HOURS FOR OCT 2015	\$11,890.00
	155671NP	10/31/2015	TRIP CHARGE	\$275.00
<b>63023</b>	11/26/2015		<b>BLAKE AIR CONDITIONING</b>	<b>\$384.28</b>
	Invoice	Date	Description	Amount
	37272	10/13/2015	A/C MAINT- CITY HALL	\$384.28
<b>63024</b>	11/26/2015		<b>BRYAN PRESS</b>	<b>\$266.85</b>
	Invoice	Date	Description	Amount
	0073786	10/30/2015	COI-#9 WINDOW ENVELOPES	\$266.85

**CITY OF INDUSTRY  
WELLS FARGO BANK  
November 26, 2015**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
<b>63025</b>	11/26/2015		<b>CHEM PRO LABORATORY, INC</b>	<b>\$269.00</b>
	Invoice	Date	Description	Amount
	596387	10/23/2015	WATER TREATMENT-OCT 2015	\$269.00
<b>63026</b>	11/26/2015		<b>CITY OF INDUSTRY</b>	<b>\$1,277.46</b>
	Invoice	Date	Description	Amount
	2016-00000029	10/31/2015	IH FUEL PUMP-CITY VEHICLES	\$226.65
	2016-00000027	10/31/2015	IH FUEL PUMP-SECURITY VEHICLES	\$1,050.81
<b>63027</b>	11/26/2015		<b>CITY OF INDUSTRY DISPOSAL CO.</b>	<b>\$2,362.08</b>
	Invoice	Date	Description	Amount
	2332374	10/31/2015	MO SVC-CITY RESIDENCES	\$2,362.08
<b>63028</b>	11/26/2015		<b>CITY OF INDUSTRY-MEDICAL</b>	<b>\$6,000.00</b>
	Invoice	Date	Description	Amount
	REG 11/26/15	11/17/2015	TRANSFER FUNDS	\$6,000.00
<b>63029</b>	11/26/2015		<b>CITY OF INDUSTRY-PAYROLL ACCT</b>	<b>\$150,000.00</b>
	Invoice	Date	Description	Amount
	P/R 11/30/15	11/17/2015	PAYROLL REIMBURSEMENT FOR 11/30/15	\$150,000.00
<b>63030</b>	11/26/2015		<b>CITY OF INDUSTRY-REFUSE</b>	<b>\$10,877.10</b>
	Invoice	Date	Description	Amount
	2330166	10/31/2015	DISP SVC-TONNER CYN	\$1,259.73
	2331243	10/31/2015	DISP SVC-CITY BUS STOPS	\$4,376.33
	2330892A	10/31/2015	DISP SVC-205 HUDSON	\$184.24
	2330892B	10/31/2015	DISP SVC-841 7TH AVE	\$184.24
	2330167	10/31/2015	DISP SVC-333 TURNBULL CYN	\$2,036.88
	2330165	10/31/2015	DISP SVC-1123 HATCHER	\$2,397.83
	2330637	11/01/2015	DISP SVC-TRES HERMANOS	\$138.38

**CITY OF INDUSTRY  
WELLS FARGO BANK  
November 26, 2015**

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

	2330635	10/31/2015	DISP SVC-CITY HALL	\$299.47
<b>63031</b>	11/26/2015		<b>CNC ENGINEERING</b>	<b>\$193,209.62</b>

	Invoice	Date	Description	Amount
	122015	12/01/2015	MEALS/WHEELS RENT-DEC 2015	\$5,000.00
	44051	11/12/2015	66KV ELECTRICAL SUBSTATION FACILITY	\$1,301.70
	44052	11/12/2015	ON-CALL STREET MAINT	\$235.32
	44053	11/12/2015	WALNUT DR SOUTH WIDENING	\$325.42
	44054	11/12/2015	CLARK AVE WIDENING	\$2,876.31
	44055	11/12/2015	GENERAL ENGINEERING SVC-CIP	\$52,081.46
	44056	11/12/2015	GENERAL ENGINEERING SVC 10/26-11/8/15	\$45,310.43
	44057	11/12/2015	TONNER CYN PROPERTY	\$3,922.00
	44058	11/12/2015	PUENTE VALLEY OPERABLE UNIT	\$392.20
	44059	11/12/2015	CITY ELECTRICAL FACILITIES	\$4,734.76
	44060	11/12/2015	LOMITAS RESERVOIR UPGRADES	\$2,433.51
	44061	11/12/2015	MAINT OF CITY HALL	\$1,351.50
	44062	11/12/2015	MAINT OF IMC BLDG	\$313.76
	44063	11/12/2015	HOMESTEAD MUSEUM MAINT	\$313.76
	44064	11/12/2015	VALLEY BLVD RESURFACING	\$12,708.09
	44065	11/12/2015	PUC RAILROAD SAFETY UPGRADE	\$78.44
	44066	11/12/2015	CITY STREETS AND UPRR CROSSINGS	\$1,294.26
	44067	11/12/2015	CITY AERIALS AND PHOTOMAPPER SYSTEM 11/12	\$406.78
	44068	11/12/2015	OPERATION AND MAINT OF THE METRO PARKING	\$380.01
	44069	11/12/2015	TRAFFIC SIGNAL AT DON JULIAN RD/SIXTH	\$10,351.26
	44070	11/12/2015	SANITATION DISTRIC INTERMODEL FACILITY	\$1,731.51
	44071	11/12/2015	SAN JOSE AVE RECONSTRUCTION	\$3,216.04
	44072	11/12/2015	TRAFFIC SIGNAL AT NELSON/SUNSET	\$650.84
	44073	11/12/2015	LAUNDRY BLDG SETTLEMENT ISSUES	\$4,519.71
	44074	11/12/2015	INDUSTRY HILLS-FUEL STN MAINT	\$156.88
	44075	11/12/2015	PROPERTY MGMT FOR CITY OWNED PROPERTIES	\$2,538.48
	44076	11/12/2015	HWY BRIDGE PROGRAM FUNDING	\$1,647.24

**CITY OF INDUSTRY  
WELLS FARGO BANK  
November 26, 2015**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
44077	11/12/2015		205 HUDSON AVE-SHERIFF YAL OFFICES	\$81.36
44078	11/12/2015		FISCAL YEAR BUDGET	\$2,117.88
44079	11/12/2015		STORM DRAIN IN AJAX AVE	\$1,255.04
44080	11/12/2015		FOLLOW'S CAMP PROPERTY	\$1,887.34
44081	11/12/2015		VARIOUS ASSIGNMENTS-SA TO IUDA	\$4,718.61
44082	11/12/2015		CITY PROPERTY 110 ACRES SOUTH OF	\$126.67
44083	11/12/2015		METROLINK STN/COMMUTER RAIL STATION	\$313.76
44084	11/12/2015		BICYCLE MASTER PLAN	\$1,140.03
44085	11/12/2015		MAINT OF YARD AT 1123 HATCHER AVE	\$470.64
44086	11/12/2015		ARENTH AVE RECONSTRUCTION	\$17,306.62
44087	11/12/2015		CITY OF INDUSTRY MUNICIPAL CODE COMPLIANCE	\$313.76
44089	11/12/2015		PECK ROAD STORM DRAIN DEBRIS REMOVAL	\$156.88
44090	11/12/2015		FULLERTON RD GRADE SEPARATION	\$627.52
44091	11/12/2015		ALAMEDA CORRIDOR EAST RELATED PROJECTS	\$380.01
44092	11/12/2015		FAIRWAY DR GRADE SEPARATION	\$853.57
44093	11/12/2015		NOGALES GRADE SEPARATION	\$1,188.26
<b>63032</b>	11/26/2015		<b>CONSOLIDATED ELECTRICAL DIST.</b>	<b>\$8.29</b>
	Invoice	Date	Description	Amount
	3301-498373	11/09/2015	ELECTRICAL SUPPLIES	\$8.29
<b>63033</b>	11/26/2015		<b>CORELOGIC INFORMATION</b>	<b>\$192.50</b>
	Invoice	Date	Description	Amount
	81627587	10/31/2015	GEOGRAPHIC PKG-ICT 2015	\$192.50
<b>63034</b>	11/26/2015		<b>COUNTY OF LOS ANGELES</b>	<b>\$372.85</b>
	Invoice	Date	Description	Amount
	604M	10/21/2015	WEED ABATEMENT-GRAND AVE	\$372.85
<b>63035</b>	11/26/2015		<b>DAKOTA BACKFLOW CO.</b>	<b>\$795.00</b>
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY  
WELLS FARGO BANK  
November 26, 2015**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	37179	10/22/2015	BACKFLOW REPAIR-EL ENCANTO	\$795.00
<b>63036</b>	11/26/2015		<b>EASYLINK SERVICES</b>	<b>\$55.50</b>
	Invoice	Date	Description	Amount
	07634191511	11/02/2015	FAX SVC-OCT 2015	\$55.50
<b>63037</b>	11/26/2015		<b>ENCO UTILITY SERVICES</b>	<b>\$5,109.50</b>
	Invoice	Date	Description	Amount
	0113-0034MR	11/06/2015	METER READING-OCT 2015	\$2,263.50
	0612-000391S	11/06/2015	METER SYSTEM MONITORING-OCT 2015	\$2,846.00
<b>63038</b>	11/26/2015		<b>FEDERAL EXPRESS CORP.</b>	<b>\$235.04</b>
	Invoice	Date	Description	Amount
	5-222-35204	11/13/2015	MESSENGER SVC	\$235.04
<b>63039</b>	11/26/2015		<b>FERGUSON ENTERPRISES, INC</b>	<b>\$42.77</b>
	Invoice	Date	Description	Amount
	2380011	09/04/2015	PLUMBING SUPPLIES	\$42.77
<b>63040</b>	11/26/2015		<b>FRAZER, LLP</b>	<b>\$112,825.00</b>
	Invoice	Date	Description	Amount
	140154	10/31/2015	COI-PROF SVC 10/1-10/15/15	\$42,740.00
	140153	10/31/2015	COI-PROF SVC FOR OCTOBER	\$20,255.00
	140333	11/15/2015	COI-ACCTG SVC 11/1-11/15/15	\$49,830.00
<b>63041</b>	11/26/2015		<b>FUEL PROS, INC.</b>	<b>\$230.24</b>
	Invoice	Date	Description	Amount
	0000022137	09/30/2015	INDUSTRY HILLS-FUEL STN MAINT	\$230.24
<b>63042</b>	11/26/2015		<b>GMS ELEVATOR SERVICES, INC</b>	<b>\$134.00</b>
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY  
WELLS FARGO BANK  
November 26, 2015**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	00080662	10/02/2015	MO SVC-ELEVATOR	\$134.00
<b>63043</b>	11/26/2015		<b>HADDICK'S AUTO BODY</b>	<b>\$1,759.52</b>
	Invoice	Date	Description	Amount
	H-71882	10/22/2015	TOWING SVC-LIC 6UBX655	\$30.00
	H-71932	11/03/2015	TOWING SVC-LIC 1210025	\$46.50
	H-71192	10/26/2015	TOWING SVC-LIC 1347776E	\$50.00
	H-71981	10/31/2015	TOWING SVC-LIC 1320295	\$40.00
	047590	11/13/2015	AUTO MAINT-LIC 1347776	\$350.87
	047589	11/13/2015	AUTO MAINT-LIC 1210025	\$261.29
	047591	11/13/2015	AUTO MAINT-LIC 1279616	\$247.70
	047588	11/13/2015	AUTO MAINT-JOHN DEERE	\$733.16
<b>63044</b>	11/26/2015		<b>HEDMAN - L A</b>	<b>\$235.00</b>
	Invoice	Date	Description	Amount
	4872A	11/16/2015	ANNUAL MAINT AGRMT-CHECK WRITER	\$235.00
<b>63045</b>	11/26/2015		<b>INDUSTRY SECURITY SERVICES</b>	<b>\$39,350.13</b>
	Invoice	Date	Description	Amount
	14-15788	11/06/2015	ADD'L SECURITY FOR HOMESTEAD ON 10/31/15	\$147.21
	14-15785	11/06/2015	SECURITY SVC-TRES HERMANOS	\$2,187.12
	14-15774	11/06/2015	SECURITY SVC 10/30-11/05/15	\$17,189.16
	14-15840	11/13/2015	SECURITY SVC 10/16-11/06/-11/12/15	\$17,471.20
	14-15851	11/13/2015	SECURITY SVC-TRES HERMANOS	\$2,355.44
<b>63046</b>	11/26/2015		<b>JANUS PEST MANAGEMENT</b>	<b>\$580.00</b>
	Invoice	Date	Description	Amount
	172015	11/01/2015	SVC-HOMESTEAD	\$580.00
<b>63047</b>	11/26/2015		<b>L A COUNTY DEPT OF PUBLIC</b>	<b>\$22,844.78</b>
	Invoice	Date	Description	Amount



**CITY OF INDUSTRY  
WELLS FARGO BANK  
November 26, 2015**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	IN160000248	10/29/2015	ACCIDENT-STONER CREEK @ GALE AVE	\$10,042.13
	IN160000270	10/29/2015	ACCIDENT-PUENTE/WORKMAN MILL @ VALLEY BL	\$5,013.81
	IN160000245	10/29/2015	ACCIDENT-GALE AVE @ STONER CREEK	\$1,060.40
	IN160000235	10/29/2015	ACCIDENT-GALE AVE @ AZUSA AVE	\$560.11
	IN160000118	10/29/2015	ACCIDENT-VALLEY BLVD @ ORANGE	\$1,372.47
	IN160000430	11/05/2015	PILOT ROUTINE MAINT	\$4,795.86
<b>63048</b>	11/26/2015		<b>L A COUNTY SHERIFF'S</b>	<b>\$690,377.95</b>
	Invoice	Date	Description	Amount
	161337NH	11/04/2015	SHERIFF CONTRACT-OCT 2015	\$690,377.95
<b>63049</b>	11/26/2015		<b>L A COUNTY TAX COLLECTOR</b>	<b>\$48,035.64</b>
	Invoice	Date	Description	Amount
	8636 004 270 15	11/10/2015	FY 15/16-FOLLOW'S CAMP	\$71.25
	8636 004 271 15	11/10/2015	FY 15/16-FOLLOW'S CAMP	\$71.25
	8636 004 272 15	11/10/2015	FY 15/16-FOLLOW'S CAMP	\$172.17
	8636 004 273 15	11/10/2015	FY 15/16-FOLLOW'S CAMP	\$172.17
	8636 004 274 15	11/10/2015	FY 15/16-FOLLOW'S CAMP	\$361.33
	8636 004 275 15	11/10/2015	FY 15/16-FOLLOW'S CAMP	\$487.42
	8636 004 276 15	11/10/2015	FY 15/16-FOLLOW'S CAMP	\$424.38
	8636 005 270 15	11/10/2015	FY 15/16-FOLLOW'S CAMP	\$71.25
	8636 005 271 15	11/10/2015	FY 15/16-FOLLOW'S CAMP	\$71.25
	8636 006 270 15	11/10/2015	FY 15/16-FOLLOW'S CAMP	\$676.57
	8678 005 270 15	11/10/2015	FY 15/16-FOLLOW'S CAMP	\$10,910.39
	8678 005 271 15	11/10/2015	FY 15/16-FOLLOW'S CAMP	\$6,630.03
	8678 006 270 15	11/10/2015	FY 15/16-FOLLOW'S CAMP	\$5,725.88
	8678 006 271 15	11/10/2015	FY 15/16-FOLLOW'S CAMP	\$592.77
	8678 006 272 15	11/10/2015	FY 15/16-FOLLOW'S CAMP	\$676.57
	8678 006 273 15	11/10/2015	FY 15/16-FOLLOW'S CAMP	\$12,158.93
	8678 006 274 15	11/10/2015	FY 15/16-FOLLOW'S CAMP	\$928.78
	8678 006 275 15	11/10/2015	FY 15/16-FOLLOW'S CAMP	\$676.57

**CITY OF INDUSTRY  
WELLS FARGO BANK  
November 26, 2015**

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

8678 006 276 15	11/10/2015	FY 15/16-FOLLOW'S CAMP	\$83.88
8678 006 277 15	11/10/2015	FY 15/16-FOLLOW'S CAMP	\$71.25
8678 006 278 15	11/10/2015	FY 15/16-FOLLOW'S CAMP	\$712.35
8678 007 270 15	11/10/2015	FY 15/16-FOLLOW'S CAMP	\$487.42
8678 007 271 15	11/10/2015	FY 15/16-FOLLOW'S CAMP	\$2,551.92
8678 007 272 15	11/10/2015	FY 15/16-FOLLOW'S CAMP	\$676.57
8678 008 270 15	11/10/2015	FY 15/16-FOLLOW'S CAMP	\$2,573.29

<b>63050</b>	11/26/2015	<b>L A COUNTY TAX COLLECTOR</b>	<b>\$16,663.09</b>
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Invoice	Date	Description	Amount
8206 003 270 15	11/10/2015	FY 15/16-19900 LOMITAS	\$417.28
8206 003 271 15	11/10/2015	FY 15/16-13910 LOMITAS	\$391.19
8263 027 270 15	11/10/2015	FY 15/16-PART OF INDUSTRY HILLS	\$163.66
8247 013 270 15	11/10/2015	FY 15/16-PART OF INDUSTRY HILLS	\$48.57
8262 012 270 15	11/10/2015	FY 15/16-PART OF INDUSTRY HILLS	\$262.16
8262 012 271 15	11/10/2015	FY 15/16-PART OF INDUSTRY HILLS	\$106.20
8262 012 272 15	11/10/2015	FY 15/16-PART OF INDUSTRY HILLS	\$106.20
8262 012 273 15	11/10/2015	FY 15/16-PART OF INDUSTRY HILLS	\$2,084.29
8262 012 274 15	11/10/2015	FY 15/16-PART OF INDUSTRY HILLS	\$2,025.16
8262 012 275 15	11/10/2015	FY 15/16-PART OF INDUSTRY HILLS	\$552.76
8263 008 270 15	11/10/2015	FY 15/16-PART OF INDUSTRY HILLS	\$41.20
8263 008 271 15	11/10/2015	FY 15/16-PART OF INDUSTRY HILLS	\$89.66
8262 012 276 15	11/10/2015	FY 15/16-PART OF INDUSTRY HILLS	\$449.86
8760 028 270 15	11/10/2015	FY 15/16-FAIRWAY & SAN JOSE CREEK	\$77.09
8709 027 271 15	11/10/2015	FY 15/16-EAST SIDE	\$125.43
8110 001 273 15	11/10/2015	FY 15/16-220 SAN FIDEL	\$465.97
8269 008 270 15	11/10/2015	FY 15/16-WEST OF 57 FWY	\$6,387.11
8124 012 273 15	11/10/2015	FY 15/16-NORTH OF CAPITAL	\$2,869.30

<b>63051</b>	11/26/2015	<b>L A COUNTY TAX COLLECTOR</b>	<b>\$84,631.00</b>
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Invoice	Date	Description	Amount
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**CITY OF INDUSTRY  
WELLS FARGO BANK  
November 26, 2015**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	8120 027 270 15	10/15/2015	FY 15/16-NEAR CROSSROADS PKY	\$235.56
	8120 024 270 15	10/15/2015	FY 15/16-NEAR CROSSROADS PKY	\$65.60
	8701 021 271 15	10/15/2015	FY 15/16-TRES HERMANOS	\$72,131.77
	8701 022 270 15	10/15/2015	FY 15/16-TRES HERMANOS	\$467.28
	8701 022 273 15	10/15/2015	FY 15/16-TRES HERMANOS	\$11,730.79
<b>63052</b>	11/26/2015		<b>LANG, HANSEN, O'MALLEY &amp;</b>	<b>\$25,000.00</b>
	Invoice	Date	Description	Amount
	5075	11/03/2015	LEGISLATIVE SVC-NOV 2015	\$25,000.00
<b>63053</b>	11/26/2015		<b>LOCKS PLUS</b>	<b>\$388.60</b>
	Invoice	Date	Description	Amount
	23000	11/04/2015	UNLOCKED FILE CABINET AND SAFE-CITY HALL	\$206.35
	23132	11/13/2015	NEW LOCK	\$27.25
	32979	10/30/2015	REPAIR DEADBOLT-HOMESTEAD	\$155.00
<b>63054</b>	11/26/2015		<b>LOS ANGELES AREA COUNCIL</b>	<b>\$1,918.12</b>
	Invoice	Date	Description	Amount
	09/30/2015	09/30/2015	TONNER CYN WATER CHARGES FOR SEP 2015	\$1,918.12
<b>63055</b>	11/26/2015		<b>METHOD TECHNOLOGIES</b>	<b>\$180.00</b>
	Invoice	Date	Description	Amount
	22751	11/04/2015	UPDATE CITY WEBSITE	\$180.00
<b>63056</b>	11/26/2015		<b>PHILIPS, PAUL J.</b>	<b>\$45.57</b>
	Invoice	Date	Description	Amount
	11/12/15	11/12/2015	REIMBURSE FOR EXPENSES-SAN FRANCISCO TRIP	\$45.57
<b>63057</b>	11/26/2015		<b>PLACEWORKS</b>	<b>\$19,203.76</b>
	Invoice	Date	Description	Amount
	57598	10/31/2015	STAFF SERVICES	\$1,593.20

**CITY OF INDUSTRY  
WELLS FARGO BANK  
November 26, 2015**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	57569	10/31/2015	CT REALTY INVESTORS	\$4,473.40
	57570	10/31/2015	DONLON BUILDERS	\$250.00
	57571	10/31/2015	CT REALTY-DAVE BALL	\$288.50
	57572	10/31/2015	MAJESTIC REALTY	\$7,866.72
	57574	10/31/2015	HORIZON PACIFIC CONSTRUCTION	\$2,270.38
	57573	10/31/2015	CHALMERS EQUITY GROUP	\$2,461.56
<b>63058</b>	11/26/2015		<b>POST ALARM SYSTEMS</b>	<b>\$273.25</b>
	Invoice	Date	Description	Amount
	826350	11/05/2015	MONITORING SVC-DEC 2015	\$273.25
<b>63059</b>	11/26/2015		<b>R.F. DICKSON CO., INC.</b>	<b>\$16,795.60</b>
	Invoice	Date	Description	Amount
	2507648	10/31/2015	STREET AND PARKING LOT SWEEPING	\$16,795.60
<b>63060</b>	11/26/2015		<b>RICKABUS, GRACE M.</b>	<b>\$3,500.00</b>
	Invoice	Date	Description	Amount
	DECEMBER 2015	11/12/2015	LEASE OF STORAGE	\$3,500.00
<b>63061</b>	11/26/2015		<b>SAN GABRIEL VALLEY FAMILY</b>	<b>\$4,300.00</b>
	Invoice	Date	Description	Amount
	2715	10/31/2015	GRAFFITI REMOVAL-OCT 15	\$4,300.00
<b>63062</b>	11/26/2015		<b>SAN GABRIEL VALLEY NEWSPAPER</b>	<b>\$3,711.80</b>
	Invoice	Date	Description	Amount
	0010723077	10/09/2015	NOTICE OF PUBLIC HEARING	\$319.12
	0010713899	09/17/2015	NOTICE OF INTENT-DEV PLAN 15-7	\$363.28
	0010711770	09/11/2015	NOTICE OF PUBLIC HEARING	\$330.16
	0010717212	09/25/2015	NOTICE OF PUBLIC HEARING	\$319.12
	0010731272	10/30/2015	NOTICE OF PUBLIC HEARING	\$319.12
	0010731232	10/30/2015	NOTICE OF PUBLIC HEARING	\$274.96

**CITY OF INDUSTRY  
WELLS FARGO BANK  
November 26, 2015**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	0010727647	10/22/2015	NOTICE OF INTENT-PERMIT 15-12	\$424.00
	0010731265	10/30/2015	NOTICE OF PUBLIC HEARING	\$313.60
	0010711672	09/11/2015	NOTICE OF PUBLIC HEARING	\$270.82
	0010731239	10/30/2015	NOTICE OF PUBLIC HEARING	\$270.82
	0010708937	09/03/2015	NOTICE OF INTENT-DEV PLAN 15-7	\$506.80
<b>63063</b>	11/26/2015		<b>STAPLES BUSINESS ADVANTAGE</b>	<b>\$309.01</b>
	Invoice	Date	Description	Amount
	8036745877	11/07/2015	OFFICE SUPPLIES	\$172.18
	8036655444	10/31/2015	OFFICE SUPPLIES	\$136.83
<b>63064</b>	11/26/2015		<b>STATE WATER RESOURCES</b>	<b>\$13,485.00</b>
	Invoice	Date	Description	Amount
	WD-0112402	11/02/2015	ANNUAL FEES FY 15/16-15651 STAFFORD	\$11,195.00
	WD-0112983	11/02/2015	ANNUAL PERMIT FEE-MUN SEPARATE	\$2,290.00
<b>63065</b>	11/26/2015		<b>THE DOLPHIN GROUP, INC.</b>	<b>\$4,838.70</b>
	Invoice	Date	Description	Amount
	20175	10/31/2015	MEDIA CONSULTING-OCT 2015	\$4,838.70
<b>63066</b>	11/26/2015		<b>THE PUN GROUP</b>	<b>\$26,400.00</b>
	Invoice	Date	Description	Amount
	2015-0329	11/13/2015	COI-AUDIT FY 14/15	\$24,000.00
	2015-0331	11/13/2015	IPFA-AUDIT FY 14/15	\$2,400.00
<b>63067</b>	11/26/2015		<b>THRALL, RANCE</b>	<b>\$14,580.00</b>
	Invoice	Date	Description	Amount
	NOVEMBER 2015	11/12/2015	MAINT SVC-NOV 2015	\$14,580.00
<b>63068</b>	11/26/2015		<b>TRIMARK ASSOCIATES, INC.</b>	<b>\$1,726.67</b>
	Invoice	Date	Description	Amount

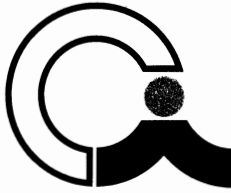
**CITY OF INDUSTRY  
WELLS FARGO BANK  
November 26, 2015**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	EB1100A	11/01/2015	MAINT SVC-METRO SOLAR	\$1,726.67
<b>63069</b>	11/26/2015		<b>VANGUARD CLEANING SYSTEMS,</b>	<b>\$925.00</b>
	Invoice	Date	Description	Amount
	13074	11/02/2015	JANITORIAL SVC-NOV 2015	\$925.00
<b>63070</b>	11/26/2015		<b>VORTEX INDUSTRIES, INC.</b>	<b>\$177.00</b>
	Invoice	Date	Description	Amount
	08-977511-1	11/05/2015	REPAIR GATE-TONNER CYN	\$177.00
<b>63071</b>	11/26/2015		<b>WASTE SYSTEMS TECHNOLOGY,</b>	<b>\$19,702.50</b>
	Invoice	Date	Description	Amount
	COI-110915	11/09/2015	COMMERCIAL WASTE PROGRAM	\$19,702.50
<b>63072</b>	11/26/2015		<b>WEST COAST ARBORISTS, INC.</b>	<b>\$9,170.00</b>
	Invoice	Date	Description	Amount
	1-2155	10/26/2015	PRUNE EUCALYPTUS TREES-EL ENCANTO	\$6,615.00
	1-2146	10/21/2015	PRUNE PEPPER TREES-METRO STATION	\$2,555.00

Checks	Status	Count	Transaction Amount
	Total	73	\$2,038,572.86

*CITY COUNCIL*

ITEM NO. 5.1

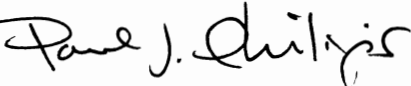


# CITY OF INDUSTRY

Incorporated June 18, 1957

## MEMORANDUM

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

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

**MEETING DATE:** November 25, 2015

**SUBJECT:** Notice to LA-RICS Joint Powers Authority of the City's Decision to Opt-Out of the LA-RICS Joint Powers Authority

**RESOURCE:** Mark R. Alexander, City Manager, City of La Canada Flintridge

**REQUESTED ACTION:** Adopt a motion affirming the City Manager's notice (attached) to the Los Angeles Regional Interoperable Communications System Authority of its decision to "opt-out" of the Joint Powers Authority effective upon the date of dispatch.

**ENVIRONMENTAL IMPACT:** None

**FISCAL IMPACT:** Negates LA-RICS administrative/operational costs that would be charged to the City for fiscal years 2014-15 and 2015-16.

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**SUMMARY:** The City Council approved membership in the Los Angeles Radio Interoperable Communications System ("LA-RICS") Authority through the execution of a Joint Powers Agreement ("JPA"), along with 83 other municipalities in Los Angeles County and a few other special districts and agencies (such as the Los Angeles Unified School District, California Highway Patrol, etc.), for the purpose of constructing and implementing a radio and data interoperable communications system to facilitate inter-agency communications during a disaster or crisis.

Following the events of September 11, 2001, the National 9-11 Commission, in its report to Congress and the President, identified very serious weaknesses throughout the nation, particularly in major metropolitan areas, in their abilities to communicate interoperably between multi-agencies during large disasters. The lack of interoperable radio and data communications has the potential to delay or even thwart first responders' abilities to coordinate and direct emergency resources to the locations where they are most needed. As was seen on September 11, 2001, this lack of communication can even result in placing first responders in harms way. In response to this need, a national priority was established to encourage the development of interoperable communications systems throughout the nation so that the multitude of agency responders have a mechanism and



ability to communicate and share information and data during major crises. Through the design, construction and use of shared frequencies and interoperable equipment, a coordinated response to major disasters/crises is very valuable for both disaster response and day-to-day first responder activities.

Since 2009, a JPA Board of Directors, comprised of representatives from various agencies (including a California Contract Cities Association representative (La Cañada Flintridge city manager) to monitor implications of the project to the CCCA cities), have been working on the implementation of the LA-RICS system. Phase I (the LTE “data” communications system) is nearing completion and Phase II (the LMR “voice” communications system) is set to commence construction in 2016.

As provided in the Joint Powers Agreement, agencies that initially joined the LA-RICS JPA would not incur any financial obligations to the JPA Authority until such time as a Funding Plan was adopted by the Board and for a limited review period thereafter. Upon conclusion of the review period (known as the “Opt-Out Date”), those agencies electing to continue their participation in the LA-RICS Authority would become contractually and financially obligated to contribute their proportionate share of costs for the ongoing and continuing administrative, operational, maintenance, and grant match costs associated with the implementation and activation of the LA-RICS system, including the administrative/operational costs for FY 2014-15 and FY 2015-16. While the Funding Plan was initially released in 2014, the Opt-Out Date has twice been extended. The current Opt-Out Date has been set as November 23, 2015.

Independent cities (with their own police and fire services) can review the Funding Plan to determine their projected costs for participation in the LA-RICS Authority, however, not all costs for contract cities have been fully disclosed and, in fact, the bulk of the costs have been imbedded within the County’s allocation of costs. This lack of disclosure by LA-RICS and the County has been a major concern to the contract cities and is a primary consideration in staff’s reasoning for the recommendation as further discussed below.

DISCUSSION: As a contract city, first responder voice and data communications are provided by the County agencies that provide services to our City (Los Angeles County Sheriff’s Department and Los Angeles County Fire Department.) The County of Los Angeles has been serving as the lead agency for the LA-RICS effort and has supplemented federal grant funds by investing several million dollars of its own funding and in-kind staff resources to bring the LA-RICS effort to fruition. Thus, for a contract city, it is with a high level of certainty that the County agencies providing services to the contract cities will be utilizing the LA-RICS system as part of its day-to-day and disaster response communications capabilities.

Costs (beyond the federal grants) associated with the construction, maintenance and capital replacement costs for both the Long Term Evolution (LTE) (“data”) and Land Mobile Radio (LMR) (“voice”) systems have NOT been identified for the contract cities. The Funding Plan presupposes that these costs will be based on a formula that factors in population and geographical area (see attached chart), but their total costs have been imbedded in the County’s allocation and, despite many efforts to obtain this information, the County and/or LA-RICS have not provided the expected cost share allocation by contract city, thus, our costs remain unknown.

Also uncertain is the effect that opting-out agencies will have upon the total cost for each participating Member as a result of those agencies’ decision to withdraw from the JPA. The County Administrative Office recently announced a commitment to honoring the projected Funding Plan estimates and committed the County to absorbing any financial increases that

occurred as a result of agency opt-outs. Unfortunately, however, without knowing the base numbers, this still remains an uncertainty for contract cities. Additionally, the commitment did not address other unpredictable increases for future operational, administrative, grant match or replacement/refreshment costs that will likely occur.

As such, staff believes that there is insufficient cost information available to justify the financial risk of remaining a member of the LA-RICS JPA.

There are several benefits of the LA-RICS system as it is proposed to be (1) a “high grade” communications network designed to withstand certain levels of calamity and natural disaster; and (2) only available to public agency first and secondary responders, with dedicated frequencies, and interoperable capabilities; and (3) will not be overwhelmed by the general public, as will likely be the case with commercial cell systems. Cities that currently operate robust voice or data radio communications systems may want to consider remaining a member of the LA-RICS Authority in order to access the services and opportunities that the system will provide. However, as a contract city, with first responder services provided by County Sheriff and County Fire who will be utilizing the LA-RICS systems irrespective, our City’s limited secondary responder needs do not outweigh the uncertainty of the costs associated with continued Membership.

CONCLUSION:

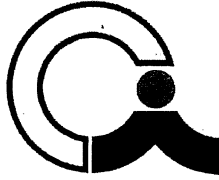
In light of the foregoing, and upon recommendation of the CCCA’s representative to the LA-RICS Board of Directors, staff is recommending that the City Council direct the City Manager to dispatch a notice to the LA-RICS Joint Powers Authority of the City Council’s decision to opt-out of the LA-RICS Joint Powers Agreement effective upon dispatch. With the Opt-Out Date quickly approaching, coupled with the uncertainty of costs, their lack of reasonable determination, the absence of benefits in relation to the costs associated with continued membership, it would appear that the best course of action would be for the City to opt-out of the JPA at this time.

The CCCA has indicated that it will continue to monitor the activities of LA-RICS and will continue to advocate the concerns of contract cities, particularly as the County and/or LA-RICS seeks to adjust the cost model for Sheriff and Fire services as a way to recoup LA-RICS costs.

RECOMMENDATION: Adopt a motion affirming the City Manager’s notice (attached) to the Los Angeles Regional Interoperable Communications System Authority of its decision to “opt-out” of the Joint Powers Authority effective upon the date of dispatch.

FISCAL IMPACT: Negates LA-RICS administrative/operational costs that would be charged to the City for fiscal years 2014-15 and 2015-16.

ATTACHMENTS: 1. Chart – “LA-RICS Costs Attributed to the Contract Cities”



# CITY OF INDUSTRY

Incorporated June 18, 1957

VIA EMAIL AND FIRST CLASS MAIL

November 20, 2015

LA-RICS Board of Directors  
Attn: Pat Mallon, Executive Director  
2525 Corporate Place, 2<sup>nd</sup> Floor  
Monterey Park, CA 91754

**RE: NOTICE OF "OPT-OUT"**

Dear Mr Mallon:

I wish to notify the LA-RICS Board of Directors of my action to opt-out of the Joint Powers Authority effective the date of this letter. I will formally ask the City of Industry City Council to ratify my decision at the next City Council Meeting.

Pursuant to provision 5.01 of the Joint Powers Agreement, the City asserts its position that it has incurred no financial or other obligations with respect to the LA-RICS project, despite the City's prior membership in the JPA. By this action, I also advise the Board of Directors that I will not accept the imposition of any past, current, or future costs or obligations associated with the LA-RICS Project absent discussion, negotiations, and consent by the City.

The City continues to support the concept of the LA-RICS Project, and we express our appreciation for your continued efforts to bring about a robust interoperable communications system that will serve the public safety needs of the residents of Los Angeles County.

Sincerely,

Paul J. Philips  
City Manager

PJP:dms



# CALIFORNIA CONTRACT CITIES ASSOCIATION



*Sent on behalf of Mark Alexander, La Cañada Flintridge City Manager*

Dear Colleagues:

As mentioned in my e-mail last Friday, it is unfortunate and with a level of regret that I recommend that our Contract Cities elect to opt-out of the LA-RICS Joint Powers Authority. As I feel strongly about the need and importance of such an interoperable communications system to serve the public safety needs of our County's residents (and do take some comfort in knowing that the project will continue to move forward and will soon become operational), I also feel that it is my fiduciary responsibility, as the CCCA representative to the LA-RICS Board of Directors, to advise you when I do not

feel the Board is moving in a direction that serves our best interests.

The bottom line is that the LA-RICS Authority, under the lead of the County of Los Angeles, has failed to identify and provide the costs of the system for our cities. Despite several efforts to obtain this information, I have come to believe that the County is of the position that, whatever the costs are determined to be, they will simply add them to the cost model for Sheriff's and Fire (for those contracting Fire) contract services. This is evidenced by the fact that the Funding Plan Cash Flow (see attached) lists only our "Administrative/Operational" contributions. The LMR and LTE contributions are imbedded within the County's costs to be apportioned to the contract cities at some future time. At least with our cities opting-out, at this time, we can avoid being charged the administrative costs (particularly for years past) albeit, I suspect that the County will attempt to include such costs within a future revised cost model. With the opt-out date fast approaching (November 23, 2015), I do not see another course of action given the lack of information and the County's strident position not to extend the opt-out date so that we have a chance to review the information.

I am providing you with two versions of a staff report that you are free to use and plagiarize. There is a short version (which should meet most cities' needs) and a long version (should you care to familiarize yourself with more of the issues and conduct a self-assessment of the three major questions that should probably be answered should your City wish to consider remaining a member of the LA-RICS JPA). I have bold-italicized references to La Canada Flintridge so that you can quickly identify and remove them for your purposes.

I am also attaching three additional items:

1. A chart (entitled "LA-RICS Costs Attributed to the Contract Cities") which explains how (not what) the costs will be apportioned to the Contract Cities;
2. A Resolution provided by the City of Lawndale, should you wish to have your City Council take a more formal action by adopting such a Resolution;
3. The Funding Plan Cash Flow chart which lists each cities' projected contribution by

fiscal year through FY 2031-32. As mentioned, for most of us, this information is incomplete and only shows the operational costs going forward. For hybrid cities (operating either a police or fire department and contracting the other), LMR and LTE costs have been identified for your operational department but not for your contracted service.

I hope this information is helpful to you. As always, should you have any questions, please feel free to contact me.

Hopefully, through the unified action of our cities all opting-out, we will be in a better position to negotiate the costs that the County and LA-RICS will surely attempt to incorporate into the cost models for Sheriff/Fire services. We will continue to monitor such activities.

Best,

MARK R. ALEXANDER

CITY MANAGER

CITY OF LA CAÑADA FLINTRIDGE

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11027 Downey Ave  
Downey, CA 90241

## LA-RICS COSTS ATTRIBUTED TO THE CONTRACT CITIES

LA-RICS FUNDING PLAN	ADMIN./OPERATIONS (40% of Staffing/Ops.)	LMR (VOICE) - See Note 1 (30% of Staffing/Ops.)	LTE (DATA) - See Note 1 (30% of Staffing/Ops.)	GRANT MATCH REQUIREMENT
<b>Staffing/Operational costs:</b> 40% to Admin./Operations; 30% to LMR (Voice) and 30% to LTE (Data) based on population & geography	40% (of 100% of the costs) are apportioned to each Member based on formula of 50% population and 50% geographical area of the total	See Below & Left	See Below & Left	N/A
<b>LMR (Voice) Implementation Costs:</b>	50% population 50% geographical area	Of the 100% total, costs are apportioned 50% population & 50% geographical area. NOTE: plan indicates \$0 because costs are imbedded in L.A. County's allocation, presumably, to be added to Sheriff's/Fire cost model. (see Note 2)		No grant match requirement, however, Member contributions will be required only if available grants are insufficient to cover the costs of construction
<b>LTE (Data) Implementation Costs:</b>	50% population 50% geographical area	-	-	Contract cities' portion of L.A. County's grant match advance are imbedded in the the apportionment to L.A. County, presumably, to be added to the Sheriff's/Fire cost model. (see Note 2)
<b>Capital Replacement Costs:</b>	-	In Year 5 (2020), Estimated costs are apportioned to each Member based on population/geographical area.	None. It is anticipated that FirstNet will assume the System, thus, no costs apportioned.	

Note 1 - "Fire" costs are not apportioned to those Contract Cities that are part of the Los Angeles County Consolidated Fire Protection District.

Note 2 - Estimated costs and how they impact Sheriff's/Fire cost model have not been provided by LA-RICS, Co. Auditor-Controller or Contract Law



**RESOLUTION NO. CC-1511-053**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF LAWNSDALE, CALIFORNIA  
WITHDRAWING THE CITY'S MEMBERSHIP IN THE  
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS  
SYSTEM (LA-RICS) AUTHORITY AND TERMINATING THE  
CITY'S MEMBERSHIP IN THE LA-RICS  
JOINT POWERS AGREEMENT**

WHEREAS, on March 2, 2009, the City Council for the City of Lawnsdale adopted Resolution No. CC-0903-017 to approve the City's membership in the Joint Powers Agreement ("JPA") for the Los Angeles Regional Interoperable Communications System (LA-RICS) and to authorize the City's membership in the LA-RICS Authority; and

WHEREAS, the LA-RICS authority was established to coordinate a county-wide radio communications system for law enforcement and fire communications to respond to regional crises and disaster-type events; and

WHEREAS, the South Bay is uniquely impacted by the reduction of the project, as LA-RICS has eliminated at least 54 sites from the proposed project, several of which are in the South Bay causing a significant coverage gap; and

WHEREAS, it is the City's understanding that approximately 17 cities have withdrawn from the JPA, including El Segundo, Gardena, Hermosa Beach, Long Beach, Manhattan Beach, Palos Verdes Estates and Torrance, which are all located near the City, such that their withdrawal will create coverage gaps around the City; and

WHEREAS, as the LA-RICS Authority has not been able to achieve a county-wide system and the costs to remain a part of the JPA remain unknown, the City Council believes that the installation of equipment is premature at this time and desires to withdraw from the LA-RICS Authority and the JPA.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAWNSDALE, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Pursuant to the City's authority under the Joint Exercise of Powers Act set forth in California Government Code Section 6500, et seq., the City hereby withdraws from the Los Angeles Regional Interoperable Communications System Authority Joint Powers Agreement, which withdrawal terminates the City's membership in the Los Angeles Regional Interoperable Communications System Authority.

SECTION 2. The City Manager is authorized and directed to give notice as required under the JPA of the City's immediate withdrawal from the JPA to effectuate the intent of this Resolution.

SECTION 3. The Mayor is hereby authorized to affix his signature to this resolution signifying its adoption and the City Clerk, or her duly appointed deputy, is directed to attest thereto.



PASSED, APPROVED AND ADOPTED this 2nd day of November, 2015.

\_\_\_\_\_  
Robert Pullen-Miles, Mayor

ATTEST:

State of California            )  
County of Los Angeles        )     SS  
City of Lawndale             )

I, Bernadette Suarez, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-1511-053 at a regular meeting of said Council held on the 2nd day of November, 2015, by the following roll call vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Robert Pullen-Miles, Mayor					
Larry Rudolph, Mayor Pro Tem					
James H. Osborne					
Pat Kearney					
Daniel Reid					

\_\_\_\_\_  
Bernadette Suarez, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Tiffany J. Israel, City Attorney

LA-RICS  
Funding Plan Cash Flow  
October 8, 2015  
With Opt Outs

Annual Costs Distributed 50% Population/50% Geography for LMR, LTE, LTE Hard Match, and Baseline Admin Cost with Opt Outs	FY 2014/2015		FY 2015/16		
	JPA Operations	JPA Operations	LMR	LTE	Total
Members					
City of Agoura Hills	\$1,359	\$2,726	\$0	\$0	\$2,726
City of Alhambra	\$0	\$0	\$0	\$0	\$0
City of Arcadia	\$2,772	\$5,560	\$0	\$7,205	\$12,764
City of Artesia	\$659	\$1,322	\$0	\$0	\$1,322
City of Avalon	\$387	\$776	\$0	\$508	\$1,284
City of Azusa	\$2,321	\$4,656	\$0	\$3,018	\$7,674
City of Baldwin Park	\$2,952	\$5,923	\$0	\$3,820	\$9,743
City of Bell	\$1,330	\$2,667	\$0	\$1,719	\$4,386
City of Bell Gardens	\$0	\$0	\$0	\$0	\$0
City of Bellflower	\$2,929	\$5,877	\$0	\$0	\$5,877
City of Beverly Hills	\$0	\$0	\$0	\$0	\$0
City of Bradbury	\$217	\$435	\$0	\$0	\$435
City of Burbank	\$0	\$0	\$0	\$0	\$0
City of Carson	\$4,586	\$9,198	\$0	\$0	\$9,198
City of Cerritos	\$2,336	\$4,685	\$0	\$0	\$4,685
City of Claremont	\$2,345	\$4,704	\$0	\$3,062	\$7,766
City of Commerce	\$1,010	\$2,025	\$0	\$0	\$2,025
City of Compton	\$3,913	\$7,850	\$0	\$5,067	\$12,917
City of Covina	\$2,129	\$4,271	\$0	\$2,762	\$7,034
City of Culver City	\$1,674	\$3,358	\$0	\$4,340	\$7,698
City of Downey	\$4,608	\$9,243	\$0	\$11,937	\$21,181
City of Duarte	\$1,002	\$2,010	\$0	\$0	\$2,010
City of El Monte	\$4,382	\$8,790	\$0	\$5,668	\$14,459
City of El Segundo	\$0	\$0	\$0	\$0	\$0
City of Gardena	\$0	\$0	\$0	\$0	\$0
City of Glendale	\$0	\$0	\$0	\$0	\$0
City of Glendora	\$2,918	\$5,853	\$0	\$3,802	\$9,655
City of Hawaiian Gardens	\$527	\$1,056	\$0	\$0	\$1,056
City of Hawthorne	\$3,169	\$6,356	\$0	\$4,096	\$10,452
City of Hermosa Beach	\$0	\$0	\$0	\$0	\$0
City of Hidden Hills	\$216	\$433	\$0	\$0	\$433
City of Huntington Park	\$2,064	\$4,141	\$0	\$2,665	\$6,806
City of Industry	\$1,146	\$2,300	\$0	\$0	\$2,300
City of Inglewood	\$4,233	\$8,492	\$0	\$5,475	\$13,967
City of Irwindale	\$950	\$1,905	\$0	\$1,254	\$3,160
City of La Canada Flintridge	\$1,398	\$2,804	\$0	\$0	\$2,804
City of La Habra Heights	\$743	\$1,491	\$0	\$977	\$2,467
City of La Mirada	\$2,225	\$4,464	\$0	\$0	\$4,464
City of La Puente	\$1,548	\$3,104	\$0	\$0	\$3,104
City of La Verne	\$1,704	\$3,418	\$0	\$4,436	\$7,854
City of Lakewood	\$3,343	\$6,706	\$0	\$0	\$6,706
City of Lawndale	\$1,189	\$2,385	\$0	\$0	\$2,385
City of Long Beach	\$0	\$0	\$0	\$0	\$0

LA-RICS  
 Funding Plan Cash Flow  
 October 8, 2015  
 With Opt Outs

Members	FY 2014/2015		FY 2015/16		
	JPA Operations	IPA Operations	LMR	LTE	Total
Annual Costs Distributed 50% Population/50% Geography for LMR, LTE, LTE Hard Match, and Baseline Admin Cost with Opt Outs					
City of Los Angeles	\$160,737	\$322,437	\$0	\$417,844	\$740,280
City of Lynwood	\$2,589	\$5,194	\$0	\$0	\$5,194
City of Manhattan Beach	\$0	\$0	\$0	\$0	\$0
City of Maywood	\$949	\$1,905	\$0	\$0	\$1,905
City of Monrovia	\$0	\$0	\$0	\$0	\$0
City of Montebello	\$2,706	\$5,429	\$0	\$7,018	\$12,447
City of Monterey Park	\$0	\$0	\$0	\$0	\$0
City of Norwalk	\$4,145	\$8,315	\$0	\$0	\$8,315
City of Palmdale	\$14,691	\$29,470	\$0	\$0	\$29,470
City of Palos Verdes Estates	\$0	\$0	\$0	\$0	\$0
City of Paramount	\$2,113	\$4,239	\$0	\$0	\$4,239
City of Pasadena	\$6,326	\$12,690	\$0	\$16,422	\$29,113
City of Pico Rivera	\$2,767	\$5,550	\$0	\$0	\$5,550
City of Pomona	\$0	\$0	\$0	\$0	\$0
City of Ranchos Palos Verdes	\$2,548	\$5,110	\$0	\$0	\$5,110
City of Redondo Beach	\$2,630	\$5,276	\$0	\$6,807	\$12,083
City of Rolling Hills Estates	\$586	\$1,175	\$0	\$0	\$1,175
City of Rosemead	\$2,140	\$4,294	\$0	\$0	\$4,294
City of San Dimas	\$2,294	\$4,602	\$0	\$0	\$4,602
City of San Fernando	\$948	\$1,902	\$0	\$1,228	\$3,130
City of San Gabriel	\$1,608	\$3,225	\$0	\$4,163	\$7,389
City of San Marino	\$0	\$0	\$0	\$0	\$0
City of Santa Clarita	\$0	\$0	\$0	\$0	\$0
City of Santa Fe Springs	\$1,340	\$2,687	\$0	\$3,506	\$6,193
City of Santa Monica	\$0	\$0	\$0	\$0	\$0
City of Sierra Madre	\$613	\$1,230	\$0	\$1,597	\$2,826
City of Signal Hill	\$547	\$1,097	\$0	\$710	\$1,807
City of South El Monte	\$885	\$1,774	\$0	\$0	\$1,774
City of South Gate	\$3,571	\$7,164	\$0	\$4,618	\$11,782
City of South Pasadena	\$0	\$0	\$0	\$0	\$0
City of Temple City	\$1,470	\$2,949	\$0	\$0	\$2,949
City of Torrance	\$0	\$0	\$0	\$0	\$0
City of Vernon	\$488	\$980	\$0	\$3,922	\$4,901
City of Walnut	\$1,751	\$3,512	\$0	\$0	\$3,512
City of West Covina	\$4,769	\$9,567	\$0	\$12,377	\$21,944
City of Westlake Village	\$771	\$1,547	\$0	\$0	\$1,547
City of Whittier	\$3,994	\$8,013	\$0	\$5,187	\$13,200
County of Los Angeles	\$180,113	\$361,305	\$0	\$731,098	\$1,092,403
Inglewood Unified School District	\$146	\$293	\$0	\$376	\$668
Los Angeles Unified School District	\$7,578	\$15,201	\$0	\$19,509	\$34,711
UCLA	\$996	\$1,998	\$0	\$1,323	\$3,321
<b>NON-MEMBER CONTRACT CITIES</b>					
City of Cudahy	\$906	\$1,817	\$0	\$0	\$1,817
City of Diamond Bar	\$3,243	\$6,505	\$0	\$0	\$6,505
City of La Habra	\$1,268	\$2,544	\$0	\$0	\$2,544
City of Lomita	\$823	\$1,652	\$0	\$0	\$1,652
City of Malibu	\$2,771	\$4,556	\$0	\$0	\$4,556
City of Rolling Hills	\$341	\$685	\$0	\$0	\$685
City of West Hollywood	\$1,325	\$2,659	\$0	\$0	\$2,659
City of Calabasas	\$2,018	\$4,048	\$0	\$0	\$4,048
City of Lancaster	\$13,712	\$27,506	\$0	\$0	\$27,506
<b>Total</b>	<b>\$515,000</b>	<b>\$1,033,086</b>	<b>\$0</b>	<b>\$1,309,516</b>	<b>\$2,342,601</b>



LA-RICS  
 Funding Plan Cash Flow  
 October 8, 2015  
 With Opt Outs

Annual Costs Distributed 50% Population/50% Geography for LMR, LTE, LTE Hard Match, and Baseline Admin Cost with Opt Outs	FY 2016/17				FY 2017/18			
	JPA Operations	LMR	LTE	Total	JPA Operations	LMR	LTE	Total
Members								
City of Los Angeles	\$328,885	\$0	\$1,559,414	\$1,888,300	\$335,463	\$257,218	\$1,595,177	\$2,187,858
City of Lynwood	\$5,298	\$0	\$0	\$5,298	\$5,404	\$0	\$0	\$5,404
City of Manhattan Beach	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Maywood	\$1,943	\$0	\$0	\$1,943	\$1,982	\$0	\$0	\$1,982
City of Monrovia	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Montebello	\$5,538	\$0	\$26,192	\$31,730	\$5,648	\$4,320	\$26,793	\$36,761
City of Monterey Park	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Norwalk	\$8,482	\$0	\$0	\$8,482	\$8,651	\$0	\$0	\$8,651
City of Palmdale	\$30,059	\$0	\$0	\$30,059	\$30,660	\$0	\$0	\$30,660
City of Palos Verdes Estates	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Paramount	\$4,324	\$0	\$0	\$4,324	\$4,411	\$0	\$0	\$4,411
City of Pasadena	\$12,944	\$0	\$61,288	\$74,233	\$13,203	\$10,109	\$62,694	\$86,006
City of Pico Rivera	\$5,661	\$0	\$0	\$5,661	\$5,774	\$0	\$0	\$5,774
City of Pomona	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Rancho Palos Verdes	\$5,213	\$0	\$0	\$5,213	\$5,317	\$0	\$0	\$5,317
City of Redondo Beach	\$5,382	\$0	\$25,405	\$30,787	\$5,489	\$4,190	\$25,988	\$35,667
City of Rolling Hills Estates	\$1,198	\$0	\$0	\$1,198	\$1,222	\$0	\$0	\$1,222
City of Rosemead	\$4,380	\$0	\$0	\$4,380	\$4,467	\$0	\$0	\$4,467
City of San Dimas	\$4,694	\$0	\$0	\$4,694	\$4,788	\$0	\$0	\$4,788
City of San Fernando	\$1,940	\$0	\$4,581	\$6,521	\$1,979	\$756	\$4,686	\$7,421
City of San Gabriel	\$3,290	\$0	\$15,538	\$18,828	\$3,355	\$2,563	\$15,895	\$21,813
City of San Marino	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Santa Clarita	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Santa Fe Springs	\$2,741	\$0	\$13,084	\$15,825	\$2,796	\$2,158	\$13,384	\$18,338
City of Santa Monica	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Sierra Madre	\$1,254	\$0	\$5,959	\$7,213	\$1,279	\$983	\$6,096	\$8,358
City of Signal Hill	\$1,118	\$0	\$2,652	\$3,770	\$1,141	\$437	\$2,712	\$4,291
City of South El Monte	\$1,810	\$0	\$0	\$1,810	\$1,846	\$0	\$0	\$1,846
City of South Gate	\$7,307	\$0	\$17,235	\$24,542	\$7,454	\$2,843	\$17,630	\$27,926
City of South Pasadena	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Temple City	\$3,008	\$0	\$0	\$3,008	\$3,068	\$0	\$0	\$3,068
City of Torrance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Vernon	\$999	\$0	\$14,636	\$15,635	\$1,019	\$2,414	\$14,971	\$18,405
City of Walnut	\$3,582	\$0	\$0	\$3,582	\$3,653	\$0	\$0	\$3,653
City of West Covina	\$9,759	\$0	\$46,191	\$55,950	\$9,954	\$7,619	\$47,251	\$64,823
City of Westlake Village	\$1,578	\$0	\$0	\$1,578	\$1,609	\$0	\$0	\$1,609
City of Whittier	\$8,173	\$0	\$19,358	\$27,531	\$8,336	\$3,193	\$19,802	\$31,331
County of Los Angeles	\$368,531	\$0	\$2,728,496	\$3,097,027	\$375,902	\$450,052	\$2,791,070	\$3,617,024
Inglewood Unified School District	\$299	\$0	\$1,401	\$1,700	\$305	\$231	\$1,434	\$1,969
Los Angeles Unified School District	\$15,505	\$0	\$72,810	\$88,315	\$15,815	\$12,010	\$74,480	\$102,305
UCLA	\$2,038	\$0	\$4,937	\$6,975	\$2,079	\$814	\$5,050	\$7,943
<b>NON-MEMBER CONTRACT CITIES</b>								
City of Cudahy	\$1,853	\$0	\$0	\$1,853	\$1,890	\$0	\$0	\$1,890
City of Diamond Bar	\$6,635	\$0	\$0	\$6,635	\$6,768	\$0	\$0	\$6,768
City of La Habra	\$2,595	\$0	\$0	\$2,595	\$2,647	\$0	\$0	\$2,647
City of Lomita	\$1,685	\$0	\$0	\$1,685	\$1,719	\$0	\$0	\$1,719
City of Malibu	\$4,647	\$0	\$0	\$4,647	\$4,740	\$0	\$0	\$4,740
City of Rolling Hills	\$699	\$0	\$0	\$699	\$713	\$0	\$0	\$713
City of West Hollywood	\$2,712	\$0	\$0	\$2,712	\$2,766	\$0	\$0	\$2,766
City of Calabasas	\$4,129	\$0	\$0	\$4,129	\$4,211	\$0	\$0	\$4,211
City of Lancaster	\$28,056	\$0	\$0	\$28,056	\$28,617	\$0	\$0	\$28,617
<b>Total</b>	<b>\$1,053,747</b>	<b>\$0</b>	<b>\$4,887,181</b>	<b>\$5,940,928</b>	<b>\$1,074,822</b>	<b>\$806,117</b>	<b>\$4,999,261</b>	<b>\$6,880,200</b>



LA-RICS  
 Funding Plan Cash Flow  
 October 8, 2015  
 With Opt Outs

Annual Costs Distributed 50% Population/50% Geography for LMR, LTE, LTE Hard Match, and Baseline Admin Cost with Opt Outs	FY 2018/19				FY 2019/20			
	JPA Operations	LMR	LTE	Total	JPA Operations	LMR	LTE	Total
Members								
City of Los Angeles	\$342,172	\$1,542,231	\$1,623,552	\$3,507,956	\$349,016	\$1,513,434	\$1,705,638	\$3,568,087
City of Lynwood	\$5,512	\$0	\$0	\$5,512	\$5,623	\$0	\$0	\$5,623
City of Manhattan Beach	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Maywood	\$2,021	\$0	\$0	\$2,021	\$2,062	\$0	\$0	\$2,062
City of Norwalk	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Montebello	\$5,761	\$25,903	\$27,269	\$58,934	\$5,876	\$25,420	\$28,648	\$59,944
City of Monterey Park	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Norwalk	\$8,824	\$0	\$0	\$8,824	\$9,001	\$0	\$0	\$9,001
City of Palmdale	\$31,273	\$0	\$0	\$31,273	\$31,899	\$0	\$0	\$31,899
City of Palos Verdes Estates	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Paramount	\$4,499	\$0	\$0	\$4,499	\$4,589	\$0	\$0	\$4,589
City of Pasadena	\$13,467	\$60,613	\$63,809	\$137,889	\$13,736	\$59,481	\$67,035	\$140,253
City of Pico Rivera	\$5,889	\$0	\$0	\$5,889	\$6,007	\$0	\$0	\$6,007
City of Pomona	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Rancho Palos Verdes	\$5,423	\$0	\$0	\$5,423	\$5,532	\$0	\$0	\$5,532
City of Redondo Beach	\$5,599	\$25,125	\$26,450	\$57,174	\$5,711	\$24,656	\$27,787	\$58,154
City of Rolling Hills Estates	\$1,247	\$0	\$0	\$1,247	\$1,271	\$0	\$0	\$1,271
City of Rosemead	\$4,557	\$0	\$0	\$4,557	\$4,648	\$0	\$0	\$4,648
City of San Dimas	\$4,884	\$0	\$0	\$4,884	\$4,981	\$0	\$0	\$4,981
City of San Fernando	\$2,019	\$4,531	\$4,770	\$11,319	\$2,059	\$4,446	\$5,011	\$11,516
City of San Gabriel	\$3,423	\$15,367	\$16,177	\$34,967	\$3,491	\$15,080	\$16,995	\$35,566
City of San Marino	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Santa Clarita	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Santa Fe Springs	\$2,852	\$12,940	\$13,623	\$29,414	\$2,909	\$12,699	\$14,311	\$29,918
City of Santa Monica	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Sierra Madre	\$1,305	\$5,894	\$6,204	\$13,403	\$1,331	\$5,784	\$6,518	\$13,633
City of Signal Hill	\$1,164	\$2,622	\$2,761	\$6,547	\$1,187	\$2,573	\$2,900	\$6,660
City of South El Monte	\$1,883	\$0	\$0	\$1,883	\$1,921	\$0	\$0	\$1,921
City of South Gate	\$7,603	\$17,045	\$17,944	\$47,591	\$7,755	\$16,727	\$18,851	\$43,332
City of South Pasadena	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Temple City	\$3,130	\$0	\$0	\$3,130	\$3,192	\$0	\$0	\$3,192
City of Torrance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Vernon	\$1,040	\$14,474	\$15,238	\$30,752	\$1,061	\$14,204	\$16,008	\$31,273
City of Walnut	\$3,726	\$0	\$0	\$3,726	\$3,801	\$0	\$0	\$3,801
City of West Covina	\$10,153	\$45,682	\$48,091	\$103,926	\$10,356	\$44,829	\$50,523	\$105,708
City of Westlake Village	\$1,642	\$0	\$0	\$1,642	\$1,674	\$0	\$0	\$1,674
City of Whittier	\$8,503	\$19,144	\$20,154	\$47,802	\$8,673	\$18,787	\$21,173	\$48,633
County of Los Angeles	\$383,420	\$2,698,431	\$2,840,718	\$5,922,568	\$391,088	\$2,648,044	\$2,984,342	\$6,023,474
Inglewood Unified School District	\$311	\$1,386	\$1,459	\$3,156	\$317	\$1,360	\$1,533	\$3,210
Los Angeles Unified School District	\$16,132	\$72,007	\$75,804	\$163,944	\$16,454	\$70,663	\$79,637	\$166,754
UCLA	\$2,120	\$4,883	\$5,140	\$12,143	\$2,163	\$4,791	\$5,400	\$12,354
<b>NON-MEMBER CONTRACT CITIES</b>								
City of Cudahy	\$1,928	\$0	\$0	\$1,928	\$1,967	\$0	\$0	\$1,967
City of Diamond Bar	\$6,903	\$0	\$0	\$6,903	\$7,041	\$0	\$0	\$7,041
City of La Habra	\$2,699	\$0	\$0	\$2,699	\$2,753	\$0	\$0	\$2,753
City of Lomita	\$1,753	\$0	\$0	\$1,753	\$1,788	\$0	\$0	\$1,788
City of Malibu	\$4,835	\$0	\$0	\$4,835	\$4,937	\$0	\$0	\$4,937
City of Rolling Hills	\$727	\$0	\$0	\$727	\$741	\$0	\$0	\$741
City of West Hollywood	\$2,822	\$0	\$0	\$2,822	\$2,878	\$0	\$0	\$2,878
City of Calabasas	\$4,295	\$0	\$0	\$4,295	\$4,381	\$0	\$0	\$4,381
City of Lancaster	\$29,189	\$0	\$0	\$29,189	\$29,773	\$0	\$0	\$29,773
<b>Total</b>	<b>\$1,096,319</b>	<b>\$4,833,329</b>	<b>\$5,088,188</b>	<b>\$11,017,836</b>	<b>\$1,118,245</b>	<b>\$4,743,078</b>	<b>\$5,345,442</b>	<b>\$11,206,765</b>





LA-RICS  
 Funding Plan Cash Flow  
 October 8, 2015  
 With Opt Outs

Annual Costs Distributed 50% Population/50% Geography for LMR, LTE, LTE Hard Match, and Baseline Admin Cost with Opt Outs	FY 2020/21				FY 2021/22			
	JPA Operations	LMR	LTE	Total	JPA Operations	LMR	LTE	Total
Members								
City of Los Angeles	\$355,996	\$3,018,520	\$1,718,433	\$5,092,949	\$363,116	\$3,023,980	\$1,749,389	\$5,136,485
City of Lynwood	\$5,735	\$0	\$0	\$5,735	\$5,850	\$0	\$0	\$5,850
City of Manhattan Beach	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Maywood	\$2,103	\$0	\$0	\$2,103	\$2,145	\$0	\$0	\$2,145
City of Monrovia	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Montebello	\$5,994	\$50,699	\$28,863	\$85,556	\$6,114	\$50,791	\$29,383	\$86,288
City of Monterey Park	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Norwalk	\$9,181	\$0	\$0	\$9,181	\$9,364	\$0	\$0	\$9,364
City of Palmdale	\$32,537	\$0	\$0	\$32,537	\$33,188	\$0	\$0	\$33,188
City of Palos Verdes Estates	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Paramount	\$4,680	\$0	\$0	\$4,680	\$4,774	\$0	\$0	\$4,774
City of Pasadena	\$14,011	\$118,634	\$67,538	\$200,184	\$14,291	\$118,849	\$68,755	\$201,895
City of Pico Rivera	\$6,127	\$0	\$0	\$6,127	\$6,250	\$0	\$0	\$6,250
City of Pomona	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Rancho Palos Verdes	\$5,642	\$0	\$0	\$5,642	\$5,755	\$0	\$0	\$5,755
City of Redondo Beach	\$5,825	\$49,176	\$27,996	\$82,997	\$5,942	\$49,265	\$28,500	\$83,707
City of Rolling Hills Estates	\$1,297	\$0	\$0	\$1,297	\$1,323	\$0	\$0	\$1,323
City of Rosemead	\$4,741	\$0	\$0	\$4,741	\$4,836	\$0	\$0	\$4,836
City of San Dimas	\$5,081	\$0	\$0	\$5,081	\$5,183	\$0	\$0	\$5,183
City of San Fernando	\$2,100	\$8,868	\$5,048	\$16,016	\$2,142	\$8,884	\$5,139	\$16,165
City of San Gabriel	\$3,561	\$30,077	\$17,123	\$50,761	\$3,632	\$30,131	\$17,431	\$51,195
City of San Marino	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Santa Clarita	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Santa Fe Springs	\$2,967	\$25,327	\$14,419	\$42,713	\$3,026	\$25,373	\$14,678	\$43,077
City of Santa Monica	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Sierra Madre	\$1,358	\$11,535	\$6,567	\$19,460	\$1,385	\$11,556	\$6,685	\$19,626
City of Signal Hill	\$1,211	\$5,133	\$2,922	\$9,265	\$1,235	\$5,142	\$2,975	\$9,351
City of South El Monte	\$1,959	\$0	\$0	\$1,959	\$1,998	\$0	\$0	\$1,998
City of South Gate	\$7,910	\$33,361	\$18,992	\$60,263	\$8,068	\$33,421	\$19,334	\$60,823
City of South Pasadena	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Temple City	\$3,256	\$0	\$0	\$3,256	\$3,321	\$0	\$0	\$3,321
City of Torrance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Vernon	\$1,082	\$28,330	\$16,128	\$45,540	\$1,103	\$28,381	\$16,419	\$45,903
City of Walnut	\$3,877	\$0	\$0	\$3,877	\$3,955	\$0	\$0	\$3,955
City of West Covina	\$10,563	\$89,411	\$50,902	\$150,876	\$10,774	\$89,573	\$51,818	\$152,166
City of Westlake Village	\$1,708	\$0	\$0	\$1,708	\$1,742	\$0	\$0	\$1,742
City of Whittier	\$8,847	\$37,470	\$21,332	\$67,649	\$9,024	\$37,538	\$21,716	\$68,278
County of Los Angeles	\$398,910	\$5,281,483	\$3,006,729	\$8,687,122	\$406,888	\$5,291,035	\$3,060,893	\$8,758,817
Inglewood Unified School District	\$323	\$2,713	\$1,544	\$4,580	\$330	\$2,718	\$1,572	\$4,619
Los Angeles Unified School District	\$16,783	\$140,936	\$80,234	\$237,954	\$17,119	\$141,191	\$81,680	\$239,990
UCLA	\$2,206	\$9,557	\$5,440	\$17,203	\$2,250	\$9,574	\$5,538	\$17,363
NON-MEMBER CONTRACT CITIES								
City of Cudahy	\$2,006	\$0	\$0	\$2,006	\$2,046	\$0	\$0	\$2,046
City of Diamond Bar	\$7,182	\$0	\$0	\$7,182	\$7,326	\$0	\$0	\$7,326
City of La Habra	\$2,809	\$0	\$0	\$2,809	\$2,865	\$0	\$0	\$2,865
City of Lomita	\$1,824	\$0	\$0	\$1,824	\$1,860	\$0	\$0	\$1,860
City of Malibu	\$5,030	\$0	\$0	\$5,030	\$5,131	\$0	\$0	\$5,131
City of Rolling Hills	\$756	\$0	\$0	\$756	\$771	\$0	\$0	\$771
City of West Hollywood	\$2,936	\$0	\$0	\$2,936	\$2,994	\$0	\$0	\$2,994
City of Calabasas	\$4,469	\$0	\$0	\$4,469	\$4,558	\$0	\$0	\$4,558
City of Lancaster	\$30,368	\$0	\$0	\$30,368	\$30,976	\$0	\$0	\$30,976
Total	\$1,140,610	\$9,459,997	\$5,385,542	\$15,986,148	\$1,163,422	\$9,477,106	\$5,482,559	\$16,123,087



LA-RICS  
 Funding Plan Cash Flow  
 October 8, 2015  
 With Opt Outs

Members	FY 2022/23				FY 2023/24			
	JPA Operations	LMR	LTE	Total	JPA Operations	LMR	LTE	Total
Annual Costs Distributed 50% Population/50% Geography for LMR, LTE, LTE Hard Match, and Baseline Admin Cost with Opt Outs								
City of Los Angeles	\$370,378	\$3,012,526	\$1,780,965	\$5,163,869	\$377,786	\$3,001,183	\$1,813,172	\$5,192,141
City of Lynwood	\$5,967	\$0	\$0	\$5,967	\$6,086	\$0	\$0	\$6,086
City of Manhattan Beach	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Maywood	\$2,188	\$0	\$0	\$2,188	\$2,232	\$0	\$0	\$2,232
City of Monrovia	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Montebello	\$6,236	\$50,599	\$29,913	\$86,748	\$6,361	\$50,408	\$30,454	\$87,223
City of Monterey Park	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Norwalk	\$9,552	\$0	\$0	\$9,552	\$9,743	\$0	\$0	\$9,743
City of Palmdale	\$33,851	\$0	\$0	\$33,851	\$34,528	\$0	\$0	\$34,528
City of Palos Verdes Estates	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Paramount	\$4,870	\$0	\$0	\$4,870	\$4,967	\$0	\$0	\$4,967
City of Pasadena	\$14,577	\$118,399	\$69,996	\$202,972	\$14,869	\$117,953	\$71,262	\$204,083
City of Pico Rivera	\$6,375	\$0	\$0	\$6,375	\$6,502	\$0	\$0	\$6,502
City of Pomona	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Rancho Palos Verdes	\$5,870	\$0	\$0	\$5,870	\$5,988	\$0	\$0	\$5,988
City of Redondo Beach	\$6,060	\$49,078	\$29,014	\$84,153	\$6,182	\$48,894	\$29,539	\$84,614
City of Rolling Hills Estates	\$1,349	\$0	\$0	\$1,349	\$1,376	\$0	\$0	\$1,376
City of Rosemead	\$4,932	\$0	\$0	\$4,932	\$5,031	\$0	\$0	\$5,031
City of San Dimas	\$5,286	\$0	\$0	\$5,286	\$5,392	\$0	\$0	\$5,392
City of San Fernando	\$2,185	\$8,850	\$5,232	\$16,267	\$2,229	\$8,817	\$5,327	\$16,372
City of San Gabriel	\$3,705	\$30,017	\$17,746	\$51,468	\$3,779	\$29,904	\$18,067	\$51,750
City of San Marino	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Santa Clarita	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Santa Fe Springs	\$3,087	\$25,277	\$14,943	\$43,307	\$3,148	\$25,182	\$15,214	\$43,544
City of Santa Monica	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Sierra Madre	\$1,412	\$11,512	\$6,806	\$19,731	\$1,441	\$11,469	\$6,929	\$19,839
City of Signal Hill	\$1,260	\$5,122	\$3,028	\$9,410	\$1,285	\$5,103	\$3,083	\$9,471
City of South El Monte	\$2,038	\$0	\$0	\$2,038	\$2,079	\$0	\$0	\$2,079
City of South Gate	\$8,229	\$33,295	\$19,683	\$61,207	\$8,394	\$33,169	\$20,039	\$61,602
City of South Pasadena	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Temple City	\$3,388	\$0	\$0	\$3,388	\$3,455	\$0	\$0	\$3,455
City of Torrance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Vernon	\$1,126	\$28,273	\$16,715	\$46,114	\$1,148	\$28,167	\$17,017	\$46,332
City of Walnut	\$4,034	\$0	\$0	\$4,034	\$4,114	\$0	\$0	\$4,114
City of West Covina	\$10,990	\$89,234	\$52,754	\$152,977	\$11,210	\$88,898	\$53,708	\$153,815
City of Westlake Village	\$1,777	\$0	\$0	\$1,777	\$1,813	\$0	\$0	\$1,813
City of Whittier	\$9,204	\$37,396	\$22,108	\$68,708	\$9,388	\$37,255	\$22,508	\$69,151
County of Los Angeles	\$415,026	\$5,270,994	\$3,116,141	\$8,802,162	\$423,327	\$5,251,148	\$3,172,494	\$8,846,969
Inglewood Unified School District	\$336	\$2,707	\$1,601	\$4,644	\$343	\$2,697	\$1,629	\$4,669
Los Angeles Unified School District	\$17,461	\$140,656	\$83,154	\$241,272	\$17,811	\$140,127	\$84,658	\$242,595
UCLA	\$2,295	\$9,538	\$5,638	\$17,471	\$2,341	\$9,502	\$5,740	\$17,583
<b>NON-MEMBER CONTRACT CITIES</b>								
City of Cudahy	\$2,087	\$0	\$0	\$2,087	\$2,129	\$0	\$0	\$2,129
City of Diamond Bar	\$7,472	\$0	\$0	\$7,472	\$7,622	\$0	\$0	\$7,622
City of La Habra	\$2,922	\$0	\$0	\$2,922	\$2,980	\$0	\$0	\$2,980
City of Lomita	\$1,897	\$0	\$0	\$1,897	\$1,935	\$0	\$0	\$1,935
City of Malibu	\$5,233	\$0	\$0	\$5,233	\$5,338	\$0	\$0	\$5,338
City of Rolling Hills	\$787	\$0	\$0	\$787	\$802	\$0	\$0	\$802
City of West Hollywood	\$3,054	\$0	\$0	\$3,054	\$3,115	\$0	\$0	\$3,115
City of Calabasas	\$4,650	\$0	\$0	\$4,650	\$4,743	\$0	\$0	\$4,743
City of Lancaster	\$31,595	\$0	\$0	\$31,595	\$32,227	\$0	\$0	\$32,227
<b>Total</b>	<b>\$1,186,691</b>	<b>\$9,441,210</b>	<b>\$5,581,517</b>	<b>\$16,209,417</b>	<b>\$1,210,424</b>	<b>\$9,405,662</b>	<b>\$5,682,453</b>	<b>\$16,298,540</b>



LA-RICS  
 Funding Plan Cash Flow  
 October 8, 2015  
 With Opt Outs

Annual Costs Distributed 50% Population/50% Geography for LMR, LTE, LTE Hard Match, and Baseline Admin Cost with Opt Outs	FY 2024/25				FY 2025/26			
	JPA Operations	LMR	LTE	Total	JPA Operations	LMR	LTE	Total
Members								
City of Los Angeles	\$385,342	\$3,006,977	\$1,846,023	\$5,238,342	\$393,048	\$2,995,863	\$1,879,532	\$5,268,444
City of Lynwood	\$6,208	\$0	\$0	\$6,208	\$6,332	\$0	\$0	\$6,332
City of Manhattan Beach	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Maywood	\$2,276	\$0	\$0	\$2,276	\$2,322	\$0	\$0	\$2,322
City of Monrovia	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Montebello	\$6,488	\$50,505	\$31,006	\$87,999	\$6,618	\$50,319	\$31,569	\$88,505
City of Monterey Park	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Norwalk	\$9,938	\$0	\$0	\$9,938	\$10,136	\$0	\$0	\$10,136
City of Palmdale	\$35,219	\$0	\$0	\$35,219	\$35,923	\$0	\$0	\$35,923
City of Palos Verdes Estates	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Paramount	\$5,066	\$0	\$0	\$5,066	\$5,168	\$0	\$0	\$5,168
City of Pasadena	\$15,166	\$118,181	\$72,553	\$205,900	\$15,470	\$117,744	\$73,870	\$207,083
City of Pico Rivera	\$6,632	\$0	\$0	\$6,632	\$6,765	\$0	\$0	\$6,765
City of Pomona	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Rancho Palos Verdes	\$6,107	\$0	\$0	\$6,107	\$6,230	\$0	\$0	\$6,230
City of Redondo Beach	\$6,305	\$48,988	\$30,074	\$85,368	\$6,431	\$48,807	\$30,620	\$85,858
City of Rolling Hills Estates	\$1,404	\$0	\$0	\$1,404	\$1,432	\$0	\$0	\$1,432
City of Rosemead	\$5,131	\$0	\$0	\$5,131	\$5,234	\$0	\$0	\$5,234
City of San Dimas	\$5,500	\$0	\$0	\$5,500	\$5,610	\$0	\$0	\$5,610
City of San Fernando	\$2,273	\$8,834	\$5,423	\$16,530	\$2,319	\$8,801	\$5,522	\$16,642
City of San Gabriel	\$3,854	\$29,962	\$18,394	\$52,210	\$3,931	\$29,851	\$18,728	\$52,511
City of San Marino	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Santa Clarita	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Santa Fe Springs	\$3,211	\$25,230	\$15,489	\$43,931	\$3,276	\$25,137	\$15,770	\$44,183
City of Santa Monica	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Sierra Madre	\$1,469	\$11,491	\$7,055	\$20,015	\$1,499	\$11,449	\$7,183	\$20,130
City of Signal Hill	\$1,310	\$5,113	\$3,139	\$9,562	\$1,337	\$5,094	\$3,196	\$9,626
City of South El Monte	\$2,120	\$0	\$0	\$2,120	\$2,163	\$0	\$0	\$2,163
City of South Gate	\$8,562	\$33,233	\$20,402	\$62,197	\$8,733	\$33,110	\$20,773	\$62,616
City of South Pasadena	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Temple City	\$3,524	\$0	\$0	\$3,524	\$3,595	\$0	\$0	\$3,595
City of Torrance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Vernon	\$1,171	\$28,221	\$17,325	\$46,718	\$1,194	\$28,117	\$17,640	\$46,951
City of Walnut	\$4,197	\$0	\$0	\$4,197	\$4,281	\$0	\$0	\$4,281
City of West Covina	\$11,434	\$89,069	\$54,681	\$155,184	\$11,663	\$88,740	\$55,673	\$156,076
City of Westlake Village	\$1,849	\$0	\$0	\$1,849	\$1,886	\$0	\$0	\$1,886
City of Whittier	\$9,576	\$37,327	\$22,916	\$69,819	\$9,767	\$37,189	\$23,332	\$70,288
County of Los Angeles	\$431,793	\$5,261,285	\$3,229,974	\$8,923,052	\$440,429	\$5,241,840	\$3,288,603	\$8,970,872
Inglewood Unified School District	\$350	\$2,702	\$1,659	\$4,711	\$357	\$2,692	\$1,689	\$4,738
Los Angeles Unified School District	\$18,167	\$140,397	\$86,192	\$244,756	\$18,530	\$139,878	\$87,756	\$246,165
UCLA	\$2,388	\$9,520	\$5,844	\$17,752	\$2,436	\$9,485	\$5,951	\$17,871
<b>NON-MEMBER CONTRACT CITIES</b>								
City of Cudahy	\$2,171	\$0	\$0	\$2,171	\$2,215	\$0	\$0	\$2,215
City of Diamond Bar	\$7,774	\$0	\$0	\$7,774	\$7,930	\$0	\$0	\$7,930
City of La Habra	\$3,040	\$0	\$0	\$3,040	\$3,101	\$0	\$0	\$3,101
City of Lomita	\$1,974	\$0	\$0	\$1,974	\$2,014	\$0	\$0	\$2,014
City of Malibu	\$5,445	\$0	\$0	\$5,445	\$5,554	\$0	\$0	\$5,554
City of Rolling Hills	\$819	\$0	\$0	\$819	\$835	\$0	\$0	\$835
City of West Hollywood	\$3,178	\$0	\$0	\$3,178	\$3,241	\$0	\$0	\$3,241
City of Calabasas	\$4,837	\$0	\$0	\$4,837	\$4,934	\$0	\$0	\$4,934
City of Lancaster	\$32,872	\$0	\$0	\$32,872	\$33,529	\$0	\$0	\$33,529
<b>Total</b>	<b>\$1,234,633</b>	<b>\$9,423,819</b>	<b>\$5,785,409</b>	<b>\$16,443,861</b>	<b>\$1,259,326</b>	<b>\$9,388,990</b>	<b>\$5,890,424</b>	<b>\$16,538,739</b>



LA-RICS  
 Funding Plan Cash Flow  
 October 8, 2015  
 With Opt Outs

Annual Costs Distributed 50% Population/50% Geography for LMR, LTE, LTE Hard Match, and Baseline Admin Cost with Opt Outs	FY 2026/27				FY 2027/28			
	JPA Operations	LMR	LTE	Total	JPA Operations	LMR	LTE	Total
Members								
City of Los Angeles	\$400,909	\$3,001,891	\$1,913,710	\$5,316,510	\$408,928	\$3,008,039	\$1,948,572	\$5,365,539
City of Lynwood	\$6,459	\$0	\$0	\$6,459	\$6,588	\$0	\$0	\$6,588
City of Manhattan Beach	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Maywood	\$2,368	\$0	\$0	\$2,368	\$2,416	\$0	\$0	\$2,416
City of Monrovia	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Montebello	\$6,750	\$50,420	\$32,143	\$89,313	\$6,885	\$50,523	\$32,728	\$90,137
City of Monterey Park	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Norwalk	\$10,339	\$0	\$0	\$10,339	\$10,546	\$0	\$0	\$10,546
City of Palmdale	\$36,642	\$0	\$0	\$36,642	\$37,375	\$0	\$0	\$37,375
City of Palos Verdes Estates	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Paramount	\$5,271	\$0	\$0	\$5,271	\$5,376	\$0	\$0	\$5,376
City of Pasadena	\$15,779	\$117,981	\$75,213	\$208,973	\$16,094	\$118,222	\$76,583	\$210,900
City of Pico Rivera	\$6,900	\$0	\$0	\$6,900	\$7,038	\$0	\$0	\$7,038
City of Pomona	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Rancho Palos Verdes	\$6,354	\$0	\$0	\$6,354	\$6,481	\$0	\$0	\$6,481
City of Redondo Beach	\$6,560	\$48,905	\$31,177	\$86,642	\$6,691	\$49,005	\$31,745	\$87,441
City of Rolling Hills Estates	\$1,461	\$0	\$0	\$1,461	\$1,490	\$0	\$0	\$1,490
City of Rosemead	\$5,339	\$0	\$0	\$5,339	\$5,446	\$0	\$0	\$5,446
City of San Dimas	\$5,722	\$0	\$0	\$5,722	\$5,836	\$0	\$0	\$5,836
City of San Fernando	\$2,365	\$8,819	\$5,622	\$16,806	\$2,412	\$8,837	\$5,725	\$16,974
City of San Gabriel	\$4,010	\$29,911	\$19,068	\$52,990	\$4,090	\$29,973	\$19,416	\$53,479
City of San Marino	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Santa Clarita	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Santa Fe Springs	\$3,341	\$25,188	\$16,057	\$44,586	\$3,408	\$25,239	\$16,350	\$44,997
City of Santa Monica	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Sierra Madre	\$1,529	\$11,472	\$7,313	\$20,314	\$1,559	\$11,495	\$7,446	\$20,501
City of Signal Hill	\$1,363	\$5,104	\$3,254	\$9,722	\$1,391	\$5,115	\$3,313	\$9,819
City of South El Monte	\$2,206	\$0	\$0	\$2,206	\$2,250	\$0	\$0	\$2,250
City of South Gate	\$8,908	\$33,177	\$21,150	\$63,235	\$9,086	\$33,245	\$21,536	\$63,866
City of South Pasadena	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Temple City	\$3,667	\$0	\$0	\$3,667	\$3,740	\$0	\$0	\$3,740
City of Torrance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Vernon	\$1,218	\$28,174	\$17,961	\$47,353	\$1,243	\$28,231	\$18,288	\$47,762
City of Walnut	\$4,366	\$0	\$0	\$4,366	\$4,453	\$0	\$0	\$4,453
City of West Covina	\$11,896	\$88,919	\$56,686	\$157,500	\$12,134	\$89,101	\$57,718	\$158,953
City of Westlake Village	\$1,923	\$0	\$0	\$1,923	\$1,962	\$0	\$0	\$1,962
City of Whittier	\$9,963	\$37,264	\$23,756	\$70,983	\$10,162	\$37,340	\$24,189	\$71,691
County of Los Angeles	\$449,238	\$5,252,387	\$3,348,405	\$9,050,029	\$458,222	\$5,263,144	\$3,409,403	\$9,130,769
Inglewood Unified School District	\$364	\$2,698	\$1,720	\$4,781	\$371	\$2,703	\$1,751	\$4,826
Los Angeles Unified School District	\$18,901	\$140,160	\$89,352	\$248,412	\$19,279	\$140,447	\$90,980	\$250,705
UCLA	\$2,484	\$9,504	\$6,059	\$18,047	\$2,534	\$9,523	\$6,169	\$18,227
<b>NON-MEMBER CONTRACT CITIES</b>								
City of Cudahy	\$2,259	\$0	\$0	\$2,259	\$2,304	\$0	\$0	\$2,304
City of Diamond Bar	\$8,088	\$0	\$0	\$8,088	\$8,250	\$0	\$0	\$8,250
City of La Habra	\$3,163	\$0	\$0	\$3,163	\$3,226	\$0	\$0	\$3,226
City of Lomita	\$2,054	\$0	\$0	\$2,054	\$2,095	\$0	\$0	\$2,095
City of Malibu	\$5,665	\$0	\$0	\$5,665	\$5,778	\$0	\$0	\$5,778
City of Rolling Hills	\$852	\$0	\$0	\$852	\$869	\$0	\$0	\$869
City of West Hollywood	\$3,306	\$0	\$0	\$3,306	\$3,372	\$0	\$0	\$3,372
City of Calabasas	\$5,033	\$0	\$0	\$5,033	\$5,133	\$0	\$0	\$5,133
City of Lancaster	\$34,200	\$0	\$0	\$34,200	\$34,884	\$0	\$0	\$34,884
<b>Total</b>	<b>\$1,284,512</b>	<b>\$9,407,880</b>	<b>\$5,997,539</b>	<b>\$16,689,931</b>	<b>\$1,310,202</b>	<b>\$9,427,148</b>	<b>\$6,106,796</b>	<b>\$16,844,146</b>







LA-RICS  
 Funding Plan Cash Flow  
 October 8, 2015  
 With Opt Outs

Annual Costs Distributed 50% Population/50% Geography for LMR, LTE, LTE Hard Match, and Baseline Admin Cost with Opt Outs	FY 2028/29				FY 2029/30			
	JPA Operations	LMR	LTE	Total	JPA Operations	LMR	LTE	Total
Members								
City of Los Angeles	\$417,106	\$2,997,287	\$1,984,132	\$5,398,525	\$425,448	\$3,003,684	\$2,020,402	\$5,449,534
City of Lynwood	\$6,719	\$0	\$0	\$6,719	\$6,854	\$0	\$0	\$6,854
City of Manhattan Beach	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Maywood	\$2,464	\$0	\$0	\$2,464	\$2,513	\$0	\$0	\$2,513
City of Monrovia	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Montebello	\$7,023	\$50,343	\$33,326	\$90,691	\$7,163	\$50,450	\$33,935	\$91,548
City of Monterey Park	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Norwalk	\$10,757	\$0	\$0	\$10,757	\$10,972	\$0	\$0	\$10,972
City of Palmdale	\$38,122	\$0	\$0	\$38,122	\$38,885	\$0	\$0	\$38,885
City of Palos Verdes Estates	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Paramount	\$5,484	\$0	\$0	\$5,484	\$5,594	\$0	\$0	\$5,594
City of Pasadena	\$16,416	\$117,800	\$77,981	\$212,197	\$16,745	\$118,051	\$79,406	\$214,202
City of Pico Rivera	\$7,179	\$0	\$0	\$7,179	\$7,323	\$0	\$0	\$7,323
City of Pomona	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Ranchos Palos Verdes	\$6,611	\$0	\$0	\$6,611	\$6,743	\$0	\$0	\$6,743
City of Redondo Beach	\$6,825	\$48,830	\$32,324	\$87,979	\$6,962	\$48,934	\$32,915	\$88,811
City of Rolling Hills Estates	\$1,520	\$0	\$0	\$1,520	\$1,550	\$0	\$0	\$1,550
City of Rosemead	\$5,554	\$0	\$0	\$5,554	\$5,666	\$0	\$0	\$5,666
City of San Dimas	\$5,953	\$0	\$0	\$5,953	\$6,072	\$0	\$0	\$6,072
City of San Fernando	\$2,461	\$8,805	\$5,829	\$17,095	\$2,510	\$8,824	\$5,936	\$17,270
City of San Gabriel	\$4,172	\$29,865	\$19,770	\$53,808	\$4,255	\$29,929	\$20,132	\$54,316
City of San Marino	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Santa Clarita	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Santa Fe Springs	\$3,476	\$25,149	\$16,648	\$45,273	\$3,546	\$25,203	\$16,952	\$45,701
City of Santa Monica	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Sierra Madre	\$1,591	\$11,454	\$7,582	\$20,627	\$1,622	\$11,478	\$7,721	\$20,822
City of Signal Hill	\$1,418	\$5,096	\$3,374	\$9,889	\$1,447	\$5,107	\$3,435	\$9,989
City of South El Monte	\$2,295	\$0	\$0	\$2,295	\$2,341	\$0	\$0	\$2,341
City of South Gate	\$9,268	\$33,126	\$21,929	\$64,322	\$9,453	\$33,197	\$22,330	\$64,979
City of South Pasadena	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Temple City	\$3,815	\$0	\$0	\$3,815	\$3,891	\$0	\$0	\$3,891
City of Torrance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Vernon	\$1,268	\$28,130	\$18,622	\$48,020	\$1,293	\$28,190	\$18,962	\$48,445
City of Walnut	\$4,543	\$0	\$0	\$4,543	\$4,633	\$0	\$0	\$4,633
City of West Covina	\$12,376	\$88,782	\$58,772	\$159,930	\$12,624	\$88,972	\$59,846	\$161,442
City of Westlake Village	\$2,001	\$0	\$0	\$2,001	\$2,041	\$0	\$0	\$2,041
City of Whittier	\$10,365	\$37,207	\$24,630	\$72,202	\$10,572	\$37,286	\$25,080	\$72,939
County of Los Angeles	\$467,387	\$5,244,332	\$3,471,621	\$9,183,339	\$476,735	\$5,255,523	\$3,535,083	\$9,267,341
Inglewood Unified School District	\$379	\$2,694	\$1,783	\$4,855	\$386	\$2,699	\$1,816	\$4,901
Los Angeles Unified School District	\$19,664	\$139,945	\$92,640	\$252,249	\$20,058	\$140,243	\$94,334	\$254,635
UCLA	\$2,585	\$9,489	\$6,282	\$18,356	\$2,637	\$9,510	\$6,397	\$18,543
<b>NON-MEMBER CONTRACT CITIES</b>								
City of Cudahy	\$2,350	\$0	\$0	\$2,350	\$2,397	\$0	\$0	\$2,397
City of Diamond Bar	\$8,415	\$0	\$0	\$8,415	\$8,583	\$0	\$0	\$8,583
City of La Habra	\$3,291	\$0	\$0	\$3,291	\$3,356	\$0	\$0	\$3,356
City of Lomita	\$2,137	\$0	\$0	\$2,137	\$2,180	\$0	\$0	\$2,180
City of Malibu	\$5,894	\$0	\$0	\$5,894	\$6,012	\$0	\$0	\$6,012
City of Rolling Hills	\$886	\$0	\$0	\$886	\$904	\$0	\$0	\$904
City of West Hollywood	\$3,439	\$0	\$0	\$3,439	\$3,508	\$0	\$0	\$3,508
City of Calabasas	\$5,236	\$0	\$0	\$5,236	\$5,341	\$0	\$0	\$5,341
City of Lancaster	\$35,581	\$0	\$0	\$35,581	\$36,293	\$0	\$0	\$36,293
<b>Total</b>	<b>\$1,336,406</b>	<b>\$9,393,453</b>	<b>\$6,218,238</b>	<b>\$16,948,098</b>	<b>\$1,363,135</b>	<b>\$9,413,499</b>	<b>\$6,331,909</b>	<b>\$17,108,543</b>



LA-RICS  
Funding Plan Cash Flow  
October 8, 2015  
With Opt Outs

Annual Costs Distributed 50% Population/50% Geography for LMR, LTE, LTE Hard Match, and Baseline Admn Cost with Opt Outs	FY 2030/31				FY 2031/32			
	JPA Operations	LMR	LTE	Total	JPA Operations	LMR	LTE	Total
Members								
City of Los Angeles	\$433,957	\$3,010,208	\$1,886,792	\$5,330,958	\$442,636	\$3,016,863	\$1,924,528	\$5,384,027
City of Lynwood	\$6,991	\$0	\$0	\$6,991	\$7,131	\$0	\$0	\$7,131
City of Manhattan Beach	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Maywood	\$2,563	\$0	\$0	\$2,563	\$2,615	\$0	\$0	\$2,615
City of Monrovia	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Montebello	\$7,307	\$50,560	\$31,691	\$89,557	\$7,453	\$50,671	\$32,324	\$90,449
City of Monterey Park	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Norwalk	\$11,191	\$0	\$0	\$11,191	\$11,415	\$0	\$0	\$11,415
City of Palmdale	\$39,662	\$0	\$0	\$39,662	\$40,456	\$0	\$0	\$40,456
City of Palos Verdes Estates	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Paramount	\$5,705	\$0	\$0	\$5,705	\$5,820	\$0	\$0	\$5,820
City of Pasadena	\$17,080	\$118,308	\$74,155	\$209,542	\$17,421	\$118,569	\$75,638	\$211,629
City of Pico Rivera	\$7,469	\$0	\$0	\$7,469	\$7,618	\$0	\$0	\$7,618
City of Pomona	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Rancho Palos Verdes	\$6,878	\$0	\$0	\$6,878	\$7,015	\$0	\$0	\$7,015
City of Redondo Beach	\$7,101	\$49,041	\$30,739	\$86,880	\$7,243	\$49,149	\$31,353	\$87,745
City of Rolling Hills Estates	\$1,581	\$0	\$0	\$1,581	\$1,613	\$0	\$0	\$1,613
City of Rosemead	\$5,779	\$0	\$0	\$5,779	\$5,894	\$0	\$0	\$5,894
City of San Dimas	\$6,194	\$0	\$0	\$6,194	\$6,318	\$0	\$0	\$6,318
City of San Fernando	\$2,560	\$8,843	\$5,543	\$16,946	\$2,611	\$8,863	\$5,654	\$17,128
City of San Gabriel	\$4,341	\$29,994	\$18,800	\$53,135	\$4,427	\$30,060	\$19,176	\$53,664
City of San Marino	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Santa Clarita	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Santa Fe Springs	\$3,616	\$25,257	\$15,831	\$44,705	\$3,689	\$25,313	\$16,148	\$45,150
City of Santa Monica	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Sierra Madre	\$1,655	\$11,503	\$7,210	\$20,369	\$1,688	\$11,529	\$7,355	\$20,571
City of Signal Hill	\$1,476	\$5,118	\$3,208	\$9,802	\$1,505	\$5,130	\$3,272	\$9,907
City of South El Monte	\$2,388	\$0	\$0	\$2,388	\$2,436	\$0	\$0	\$2,436
City of South Gate	\$9,642	\$33,269	\$20,853	\$63,764	\$9,835	\$33,342	\$21,270	\$64,447
City of South Pasadena	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Temple City	\$3,969	\$0	\$0	\$3,969	\$4,048	\$0	\$0	\$4,048
City of Torrance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City of Vernon	\$1,319	\$28,252	\$17,708	\$47,279	\$1,345	\$28,314	\$18,062	\$47,722
City of Walnut	\$4,726	\$0	\$0	\$4,726	\$4,821	\$0	\$0	\$4,821
City of West Covina	\$12,876	\$89,165	\$55,888	\$157,930	\$13,134	\$89,362	\$57,006	\$159,502
City of Westlake Village	\$2,082	\$0	\$0	\$2,082	\$2,124	\$0	\$0	\$2,124
City of Whittier	\$10,784	\$37,367	\$23,422	\$71,573	\$11,000	\$37,450	\$23,890	\$72,340
County of Los Angeles	\$486,269	\$5,266,939	\$3,301,307	\$9,054,515	\$495,995	\$5,278,583	\$3,367,333	\$9,141,910
Inglewood Unified School District	\$394	\$2,705	\$1,696	\$4,795	\$402	\$2,711	\$1,730	\$4,843
Los Angeles Unified School District	\$20,459	\$140,548	\$88,095	\$249,102	\$20,868	\$140,859	\$89,857	\$251,584
UCLA	\$2,689	\$9,530	\$5,974	\$18,193	\$2,743	\$9,551	\$6,093	\$18,387
<b>NON-MEMBER CONTRACT CITIES</b>								
City of Cudahy	\$2,445	\$0	\$0	\$2,445	\$2,494	\$0	\$0	\$2,494
City of Diamond Bar	\$8,755	\$0	\$0	\$8,755	\$8,930	\$0	\$0	\$8,930
City of La Habra	\$3,424	\$0	\$0	\$3,424	\$3,492	\$0	\$0	\$3,492
City of Lomita	\$2,223	\$0	\$0	\$2,223	\$2,268	\$0	\$0	\$2,268
City of Malibu	\$6,132	\$0	\$0	\$6,132	\$6,255	\$0	\$0	\$6,255
City of Rolling Hills	\$922	\$0	\$0	\$922	\$940	\$0	\$0	\$940
City of West Hollywood	\$3,578	\$0	\$0	\$3,578	\$3,650	\$0	\$0	\$3,650
City of Calabasas	\$5,448	\$0	\$0	\$5,448	\$5,557	\$0	\$0	\$5,557
City of Lancaster	\$37,019	\$0	\$0	\$37,019	\$37,759	\$0	\$0	\$37,759
<b>Total</b>	<b>\$1,390,397</b>	<b>\$9,433,946</b>	<b>\$5,913,179</b>	<b>\$16,737,522</b>	<b>\$1,418,205</b>	<b>\$9,454,802</b>	<b>\$6,031,442</b>	<b>\$16,904,449</b>

*CITY COUNCIL*

ITEM NO. 5.2

**PURCHASE AND SALE AGREEMENT  
AND ESCROW INSTRUCTIONS  
150 North Hacienda Boulevard, City of Industry**

THIS PURCHASE AGREEMENT for the property located at 150 NORTH HACIENDA BOULEVARD, CITY OF INDUSTRY, CA (this "Agreement"), dated as of November \_\_\_\_, 2015 (the "Effective Date") is entered into by and between the SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY, a public body corporate and politic, (the "Agency" or "Seller") and the CITY OF INDUSTRY, a municipal corporation (the "City" or "Buyer"). The City and the City are hereinafter sometimes individually referred to as a "party" and collectively referred to as the "parties."

**RECITALS**

A. Agency is the owner of that certain real property located at 150 North Hacienda Boulevard, City of Industry, California and the reciprocal easement area, as more particularly described on Exhibit A attached hereto together with all right, title and interest in and to all appurtenances and improvements (collectively, the "Property").

B. The Property was previously owned by the Industry Urban-Development Agency ("IUDA"). On June 28, 2011, the Governor signed into law ABX1 26, which provided for the dissolution and winding down of redevelopment agencies throughout the State of California. AB X1 26 was subsequently amended by Assembly Bill 1484 (collectively, as amended, "Dissolution Act").

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

D. Bank of America currently occupies the Property pursuant to a Lease originally dated June 6, 1975, as amended. ("Lease").

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

**NOW, THEREFORE**, for valuable consideration, and subject to all terms and conditions hereof, Buyer and Seller agree as follows:

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

**2. PURCHASE PRICE.** The purchase price ("Purchase Price") for the Property shall be Five Million One Hundred Thousand Dollars (\$5,100,000.00) (the "**Purchase Price**"), payable by Buyer to Seller in cash at the Closing (as defined in Section 7A below). A non-refundable deposit equal to

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

### **3. ESCROW.**

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

B. Closing Date. Escrow shall close within thirty (30) days, or less, after satisfaction of the Condition to Closing set forth in Section 4 B (i). For purposes of this Agreement, the closing date (“Closing Date”) shall mean the date on which a grant deed conveying the Property to Buyer is recorded in the Los Angeles County Recorder’s Office.

### **4. CONDITIONS TO CLOSING.**

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

(i) Title. Buyer acknowledges receipt of a preliminary title report prepared by Escrow Holder for the Property (“Title Report”). Buyer shall acquire the Property subject to all exceptions described in the Title Report, together with all non-delinquent real property taxes and assessments to be assessed against the Property, and the Bank of America Lease (“Approved Exceptions”). At the Closing, Seller shall deliver title to the Property to Buyer subject only to the Approved Exceptions.

(ii) Delivery of Deed. Seller shall have executed and deposited into Escrow, for delivery to Buyer, the Grant Deed attached hereto as Exhibit B.

(iii) Delivery of Assignment. Seller shall have executed and deposited into Escrow, for delivery to Buyer, an Assignment in the form attached hereto as Exhibit D, assigning the Bank of America Lease to Buyer (“Assignment”). If any of the conditions to Buyer’s obligations set forth above fail to occur at or before the Closing Date through no fault of Buyer, then Buyer may cancel the Escrow, terminate this Agreement, and recover any amounts paid by Buyer to the Escrow Holder toward the Purchase Price.

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

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

(ii) No Default. Buyer shall not be in material default of Buyer's obligations under this Agreement, including, but not limited to, Buyer's obligation to deliver the Purchase Price into escrow on or before the Closing Date. If the conditions above have not been satisfied or waived by Seller at or before the Closing Date through no fault of Seller, then Seller may, upon written notice to Buyer, cancel the Escrow, terminate this Agreement, and recover any documents delivered to the Escrow Holder pursuant to this Agreement.

## 5. REPRESENTATIONS AND WARRANTIES.

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

B. Except as provided in Section 4 B (i) above, Seller hereby represents and warrants to Buyer that (i) it has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby; (ii) all requisite action (corporate, trust, partnership or otherwise) has been taken by Seller in connection with entering into this Agreement and the instruments referenced herein, and the consummation of the transactions contemplated hereby; and (iii) no consent of any other party is required.

C. Except as disclosed on those reports set forth on Exhibit C attached hereto (collectively, "Environmental Reports"), Seller hereby represents and warrants that (i) Seller has not released any Hazardous Materials on the Property, (ii) Seller has no actual knowledge of any release of Hazardous Materials (as defined below) on the Property, and (iii) Seller has not received any notice of any violation of any law, ordinance, rule, regulation or order of any governmental authority pertaining to the Property. For purposes of this Agreement, the term "Hazardous Materials" shall mean any and all of those materials, substances, wastes, pollutants, contaminants, byproducts, or constituents which have been determined to be injurious to health or the environment, including without limitation those designated as hazardous or toxic by any federal, state or local law, ordinance, rule, regulation or policy, and any other materials, substances, wastes, pollutants, contaminants, by-products or constituents requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.

D. Seller hereby represents and warrants to Buyer that (i) except for the Bank of America Lease, there are no other leases, options to purchase, rights of first refusal or contracts for lease or sale of the Property; and (ii) there are no liens or claims against the Property other than the Approved Exceptions.

E. Seller hereby represents and warrants to Buyer that during the term of this Agreement Seller shall not, without Buyer's prior written approval, modify the Bank of America Lease or enter into any other contracts which will not be terminated on or before Closing.

## **6. CONDITION OF PROPERTY**

The Property shall be conveyed from the Agency to the City on an "AS IS" condition and basis with all faults and the City agrees that the Agency has no obligation to make modifications, replacements or improvements thereto. Except as expressly and specifically provided in this Agreement, the City and anyone claiming by, through or under the City hereby waives its right to recover from and fully and irrevocably releases the Agency, the City and the Oversight Board, and their respective officers, directors, employees, representatives, agents, advisors, servants, attorneys, successors and assigns, and all persons, firms, corporations and organizations acting on the Agency's, City's or Oversight Board's behalf (collectively, the "**Released Parties**") from any and all claims, responsibility and/or liability that the City may now have or hereafter acquire against any of the Released Parties for any costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related to the matters pertaining to the Property described in this Section 2.8. This release includes claims of which the City is presently unaware or which the City does not presently suspect to exist which, if known by the City, would materially affect the City's release of the Released Parties. If the Property is not in a condition suitable for the intended use or uses, then it is the sole responsibility and obligation of the City to take such action as may be necessary to place the Property in a condition suitable for development of the Project thereon. Except as otherwise expressly and specifically provided in this Agreement and without limiting the generality of the foregoing, THE AGENCY MAKES NO REPRESENTATION OR WARRANTY AS TO (i) THE VALUE OF THE PROPERTY; (ii) THE INCOME TO BE DERIVED FROM THE PROPERTY; (iii) THE HABITABILITY, MARKETABILITY, PROFITABILITY, MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OF THE PROPERTY; (iv) THE MANNER, QUALITY, STATE OF REPAIR OR CONDITION OF THE PROPERTY; (v) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (vi) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION OR POLLUTION LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS; (vii) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS AT, ON, UNDER OR ADJACENT TO THE PROPERTY; (viii) THE FACT THAT ALL OR A PORTION OF THE PROPERTY MAY BE LOCATED ON OR NEAR AN EARTHQUAKE FAULT LINE; AND (ix) WITH RESPECT TO ANY OTHER MATTER, THE CITY FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY AND REVIEW INFORMATION AND DOCUMENTATION AFFECTING THE PROPERTY, THE CITY IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND REVIEW OF SUCH INFORMATION AND DOCUMENTATION AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY THE AGENCY.

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



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

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

City's Initials

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

## **7. CLOSING OF ESCROW.**

A. Delivery of Documents and Payment. At or prior to Closing, Seller shall deposit into Escrow the executed Assignment, and a Grant Deed in the form attached hereto as Exhibit B, properly executed and acknowledged by Seller, in favor of Buyer, containing the legal description of the Property and subject only to the Approved Exceptions. At or prior to Closing, Buyer and Seller shall have each deposited into Escrow any supplemental escrow instructions necessary to close this Escrow. Escrow Holder shall deliver to Seller the Purchase Price, when (1) Escrow Holder holds, and is able to record, the Grant Deed, (2) Escrow Holder is prepared to issue to Buyer the Title Policy as provided in Section 7 B below, (3) the conditions specified in Section 4 have been satisfied or waived and (4) Escrow Holder holds, and is able to deliver to Buyer, the executed Assignment.

B Title Insurance. At the Close of Escrow, Buyer shall obtain from Escrow Holder a standard coverage American Land Title Association (“ALTA”) owner’s form policy of title insurance in the amount of the Purchase Price insuring title to the Property in the name of Buyer subject only to the Approved Exceptions and the standard printed exclusions from coverage of an ALTA standard title policy (“Title Policy”).

C Recordation and Delivery. At the Closing, Escrow Holder shall (1) forward the Grant Deed to the recorder for recordation, and (2) deliver the Title Policy as provided in Section 7B, above and the Assignment to Buyer at the address set forth in Section 13.

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

vendees of the Property or any portion thereof. Notwithstanding the foregoing, if and when the City conveys the Property to a third party after completion of the Improvements thereon in accordance with the Agreement, the City shall be relieved of any further responsibility under this Section 5.3 as to the Property so conveyed.

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

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

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

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

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said

paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph.”

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

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

F. Restrictive Covenant. In order to insure the City’s compliance with the covenants set forth in Sections 5.1, 5.2, 5.3, and 5.4 hereof, such covenants shall be set forth in the Grant Deed. Such covenants shall run with the Property for the benefit of the Agency and the Agency shall have the right to assign all of its rights and benefits therein to the City.

G. Effect and Duration of Covenants. The following covenants shall be binding upon the Property and City and its successors and assigns and shall remain in effect for the following periods, and each of which shall be set forth with particularity in any document of transfer or conveyance by the City:

(1) The non-discrimination and non-segregation requirements set forth in Sections 5.1, 5.3 and 5.4 shall remain in effect in perpetuity;

(2) The maintenance requirements set forth in Section 5.2 shall remain in effect for the period described therein, and;

(3) Easements to the Agency, City or other public agencies for utilities existing as of the execution of this Agreement, which shall remain in effect according to their terms.

(4) The use requirement regarding using the Property only for the construction of the Improvements set forth in Section 5.1 shall remain in effect until the earlier of the completion of the Improvements, or one (1) year after Close of Escrow if the reason for the

failure to complete the Improvements is not due to a default by City. The use requirement regarding using the Property for any lawful purpose shall remain in effect in perpetuity.

**8. BROKERS.** Seller and Buyer hereby represent to each other that there are no brokers, finders, or other persons entitled to a commission, finder's fee or other payment in connection with this Agreement. Buyer and Seller hereby agree to indemnify, defend, protect, and hold the other harmless from and against any claims, liabilities, or damages for commissions or finder's fees brought by any third party who has dealt or claims to have dealt with the indemnifying party pertaining to the Property.

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

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

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

**12. CLOSING COSTS.** Buyer and Seller shall split equally the documentary transfer taxes, customary escrow fee and charges and recordation fees and the cost of the Title Policy. Any endorsements to the Title Policy requested by Buyer shall be paid for by Buyer. Tenant rental payments, real property taxes and assessments (if any), utility and other operating costs of the Property shall be prorated at Closing.

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

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

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

with a copy to: James M. Casso  
Casso & Sparks, LLP  
P.O. Box 4131  
West Covina, CA 91791

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

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

- (i) The Title Report;
- (ii) The Environmental Reports; and
- (iii) The Bank of America.

**15. MISCELLANEOUS.**

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

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

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

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

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

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

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

may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

**SIGNATURES ON NEXT PAGE**

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

**CITY OF INDUSTRY**

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

ATTEST:

\_\_\_\_\_  
Cecelia Dunlap, Deputy City Clerk

APPROVED AS TO FORM:

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

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

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

ATTEST:

\_\_\_\_\_  
Diane M. Schlichting, Assistant Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
James M. Casso, Agency Counsel

*CITY COUNCIL*

ITEM NO. 5.3



**PURCHASE AND SALE AGREEMENT  
AND ESCROW INSTRUCTIONS  
220 North Hacienda Boulevard, City of Industry**

THIS PURCHASE AGREEMENT for the property located at 220 NORTH HACIENDA BOULEVARD, CITY OF INDUSTRY, CA (this "Agreement"), dated as of November \_\_\_\_, 2015 (the "Effective Date") is entered into by and between the SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY, a public body corporate and politic, (the "Agency" or "Seller") and the CITY OF INDUSTRY, a municipal corporation (the "City" or "Buyer"). The City and the City are hereinafter sometimes individually referred to as a "party" and collectively referred to as the "parties."

**RECITALS**

A. Agency is the owner of that certain real property located at 222 North Hacienda Boulevard, City of Industry, California, and the reciprocal easement area, as more particularly described on Exhibit A attached hereto together with all right, title and interest in and to all appurtenances and improvements (collectively, the "Property").

B. The Property was previously owned by the Industry Urban-Development Agency ("IUDA"). On June 28, 2011, the Governor signed into law ABX1 26, which provided for the dissolution and winding down of redevelopment agencies throughout the State of California. AB X1 26 was subsequently amended by Assembly Bill 1484 (collectively, as amended, "Dissolution Act").

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

D. One West Bank currently occupies the Property pursuant to a Lease originally dated May 1, 2009, as amended. ("Lease").

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

**NOW, THEREFORE,** for valuable consideration, and subject to all terms and conditions hereof, Buyer and Seller agree as follows:

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

**2. PURCHASE PRICE.** The purchase price ("Purchase Price") for the Property shall be One Million Eight Hundred Fifty Thousand Dollars (\$1,850,000.00) (the "**Purchase Price**"), payable by Buyer to Seller in cash at the Closing (as defined in Section 7A below). A non-refundable deposit

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

### **3. ESCROW.**

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

B. Closing Date. Escrow shall close within thirty (30) days, or less, after satisfaction of the Condition to Closing set forth in Section 4 B (i). For purposes of this Agreement, the closing date ("Closing Date") shall mean the date on which a grant deed conveying the Property to Buyer is recorded in the Los Angeles County Recorder's Office.

### **4. CONDITIONS TO CLOSING.**

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

(i) Title. Buyer acknowledges receipt of a preliminary title report prepared by Escrow Holder for the Property ("Title Report"). Buyer shall acquire the Property subject to all exceptions described in the Title Report, together with all non-delinquent real property taxes and assessments to be assessed against the Property, and the One West Bank Lease ("Approved Exceptions"). At the Closing, Seller shall deliver title to the Property to Buyer subject only to the Approved Exceptions.

(ii) Delivery of Deed. Seller shall have executed and deposited into Escrow, for delivery to Buyer, the Grant Deed attached hereto as Exhibit B.

(iii) Delivery of Assignment. Seller shall have executed and deposited into Escrow, for delivery to Buyer, an Assignment in the form attached hereto as Exhibit D, assigning the One West Bank Lease to Buyer ("Assignment"). If any of the conditions to Buyer's obligations set forth above fail to occur at or before the Closing Date through no fault of Buyer, then Buyer may cancel the Escrow, terminate this Agreement, and recover any amounts paid by Buyer to the Escrow Holder toward the Purchase Price.

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

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

(ii) No Default. Buyer shall not be in material default of Buyer's obligations under this Agreement, including, but not limited to, Buyer's obligation to deliver the Purchase Price into escrow on or before the Closing Date. If the conditions above have not been satisfied or waived by Seller at or before the Closing Date through no fault of Seller, then Seller may, upon written notice to Buyer, cancel the Escrow, terminate this Agreement, and recover any documents delivered to the Escrow Holder pursuant to this Agreement.

## **5. REPRESENTATIONS AND WARRANTIES.**

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

B. Except as provided in Section 4 B (i) above, Seller hereby represents and warrants to Buyer that (i) it has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby; (ii) all requisite action (corporate, trust, partnership or otherwise) has been taken by Seller in connection with entering into this Agreement and the instruments referenced herein, and the consummation of the transactions contemplated hereby; and (iii) no consent of any other party is required.

C. Except as disclosed on those reports set forth on Exhibit C attached hereto (collectively, "Environmental Reports"), Seller hereby represents and warrants that (i) Seller has not released any Hazardous Materials on the Property, (ii) Seller has no actual knowledge of any release of Hazardous Materials (as defined below) on the Property, and (iii) Seller has not received any notice of any violation of any law, ordinance, rule, regulation or order of any governmental authority pertaining to the Property. For purposes of this Agreement, the term "Hazardous Materials" shall mean any and all of those materials, substances, wastes, pollutants, contaminants, byproducts, or constituents which have been determined to be injurious to health or the environment, including without limitation those designated as hazardous or toxic by any federal, state or local law, ordinance, rule, regulation or policy, and any other materials, substances, wastes, pollutants, contaminants, by-products or constituents requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.

D. Seller hereby represents and warrants to Buyer that (i) except for the One West Bank Lease, there are no other leases, options to purchase, rights of first refusal or contracts for lease or sale of the Property; and (ii) there are no liens or claims against the Property other than the Approved Exceptions.

E. Seller hereby represents and warrants to Buyer that during the term of this Agreement Seller shall not, without Buyer's prior written approval, modify the One West Bank Lease or enter into any other contracts which will not be terminated on or before Closing.

## **6. CONDITION OF PROPERTY**

The Property shall be conveyed from the Agency to the City on an "AS IS" condition and basis with all faults and the City agrees that the Agency has no obligation to make modifications, replacements or improvements thereto. Except as expressly and specifically provided in this Agreement, the City and anyone claiming by, through or under the City hereby waives its right to recover from and fully and irrevocably releases the Agency, the City and the Oversight Board, and their respective officers, directors, employees, representatives, agents, advisors, servants, attorneys, successors and assigns, and all persons, firms, corporations and organizations acting on the Agency's, City's or Oversight Board's behalf (collectively, the "**Released Parties**") from any and all claims, responsibility and/or liability that the City may now have or hereafter acquire against any of the Released Parties for any costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related to the matters pertaining to the Property described in this Section 2.8. This release includes claims of which the City is presently unaware or which the City does not presently suspect to exist which, if known by the City, would materially affect the City's release of the Released Parties. If the Property is not in a condition suitable for the intended use or uses, then it is the sole responsibility and obligation of the City to take such action as may be necessary to place the Property in a condition suitable for development of the Project thereon. Except as otherwise expressly and specifically provided in this Agreement and without limiting the generality of the foregoing, THE AGENCY MAKES NO REPRESENTATION OR WARRANTY AS TO (i) THE VALUE OF THE PROPERTY; (ii) THE INCOME TO BE DERIVED FROM THE PROPERTY; (iii) THE HABITABILITY, MARKETABILITY, PROFITABILITY, MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OF THE PROPERTY; (iv) THE MANNER, QUALITY, STATE OF REPAIR OR CONDITION OF THE PROPERTY; (v) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (vi) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION OR POLLUTION LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS; (vii) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS AT, ON, UNDER OR ADJACENT TO THE PROPERTY; (viii) THE FACT THAT ALL OR A PORTION OF THE PROPERTY MAY BE LOCATED ON OR NEAR AN EARTHQUAKE FAULT LINE; AND (ix) WITH RESPECT TO ANY OTHER MATTER, THE CITY FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY AND REVIEW INFORMATION AND DOCUMENTATION AFFECTING THE PROPERTY, THE CITY IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND REVIEW OF SUCH INFORMATION AND DOCUMENTATION AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY THE AGENCY.

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

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

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

City's Initials

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

## **7. CLOSING OF ESCROW.**

A. Delivery of Documents and Payment. At or prior to Closing, Seller shall deposit into Escrow the executed Assignment, and a Grant Deed in the form attached hereto as Exhibit B, properly executed and acknowledged by Seller, in favor of Buyer, containing the legal description of the Property and subject only to the Approved Exceptions. At or prior to Closing, Buyer and Seller shall have each deposited into Escrow any supplemental escrow instructions necessary to close this Escrow. Escrow Holder shall deliver to Seller the Purchase Price, when (1) Escrow Holder holds, and is able to record, the Grant Deed, (2) Escrow Holder is prepared to issue to Buyer the Title Policy as provided in Section 7 B below, (3) the conditions specified in Section 4 have been satisfied or waived and (4) Escrow Holder holds, and is able to deliver to Buyer, the executed Assignment.

B Title Insurance. At the Close of Escrow, Buyer shall obtain from Escrow Holder a standard coverage American Land Title Association (“ALTA”) owner’s form policy of title insurance in the amount of the Purchase Price insuring title to the Property in the name of Buyer subject only to the Approved Exceptions and the standard printed exclusions from coverage of an ALTA standard title policy (“Title Policy”).

C Recordation and Delivery. At the Closing, Escrow Holder shall (1) forward the Grant Deed to the recorder for recordation, and (2) deliver the Title Policy as provided in Section 7B, above and the Assignment to Buyer at the address set forth in Section 13.

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

vendees of the Property or any portion thereof. Notwithstanding the foregoing, if and when the City conveys the Property to a third party after completion of the Improvements thereon in accordance with the Agreement, the City shall be relieved of any further responsibility under this Section 5.3 as to the Property so conveyed.

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

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

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

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

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said

paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph.”

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

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

F. Restrictive Covenant. In order to insure the City’s compliance with the covenants set forth in Sections 5.1, 5.2, 5.3, and 5.4 hereof, such covenants shall be set forth in the Grant Deed. Such covenants shall run with the Property for the benefit of the Agency and the Agency shall have the right to assign all of its rights and benefits therein to the City.

G. Effect and Duration of Covenants. The following covenants shall be binding upon the Property and City and its successors and assigns and shall remain in effect for the following periods, and each of which shall be set forth with particularity in any document of transfer or conveyance by the City:

(1) The non-discrimination and non-segregation requirements set forth in Sections 5.1, 5.3 and 5.4 shall remain in effect in perpetuity;

(2) The maintenance requirements set forth in Section 5.2 shall remain in effect for the period described therein, and;

(3) Easements to the Agency, City or other public agencies for utilities existing as of the execution of this Agreement, which shall remain in effect according to their terms.

(4) The use requirement regarding using the Property only for the construction of the Improvements set forth in Section 5.1 shall remain in effect until the earlier of the completion of the Improvements, or one (1) year after Close of Escrow if the reason for the

failure to complete the Improvements is not due to a default by City. The use requirement regarding using the Property for any lawful purpose shall remain in effect in perpetuity.

**8. BROKERS.** Seller and Buyer hereby represent to each other that there are no brokers, finders, or other persons entitled to a commission, finder's fee or other payment in connection with this Agreement. Buyer and Seller hereby agree to indemnify, defend, protect, and hold the other harmless from and against any claims, liabilities, or damages for commissions or finder's fees brought by any third party who has dealt or claims to have dealt with the indemnifying party pertaining to the Property.

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

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

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

**12. CLOSING COSTS.** Buyer and Seller shall split equally the documentary transfer taxes, customary escrow fee and charges and recordation fees and the cost of the Title Policy. Any endorsements to the Title Policy requested by Buyer shall be paid for by Buyer. Tenant rental payments, real property taxes and assessments (if any), utility and other operating costs of the Property shall be prorated at Closing.

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

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

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



with a copy to: James M. Casso  
Casso & Sparks, LLP  
P.O. Box 4131  
West Covina, CA 91791

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

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

- (i) The Title Report;
- (ii) The Environmental Reports; and
- (iii) The One West Bank Lease.

**15. MISCELLANEOUS.**

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

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

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

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

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

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

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

may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

**SIGNATURES ON NEXT PAGE**

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

**CITY OF INDUSTRY**

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

ATTEST:

\_\_\_\_\_  
Cecelia Dunlap, Deputy City Clerk

APPROVED AS TO FORM:

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

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

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

ATTEST:

\_\_\_\_\_  
Diane M. Schlichting, Assistant Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
James M. Casso, Agency Counsel

*CITY COUNCIL*

ITEM NO. 5.4

**PURCHASE AND SALE AGREEMENT  
AND ESCROW INSTRUCTIONS  
242 North Hacienda Boulevard, City of Industry**

THIS PURCHASE AGREEMENT for the property located at 242 NORTH HACIENDA BOULEVARD, CITY OF INDUSTRY, CA (this "Agreement"), dated as of November \_\_\_\_, 2015 (the "Effective Date") is entered into by and between the SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY, a public body corporate and politic, (the "Agency" or "Seller") and the CITY OF INDUSTRY, a municipal corporation (the "City" or "Buyer"). The City and the City are hereinafter sometimes individually referred to as a "party" and collectively referred to as the "parties."

**RECITALS**

A. Agency is the owner of that certain real property located at 242 North Hacienda Boulevard, City of Industry, California, and the reciprocal easement area, as more particularly described on Exhibit A attached hereto together with all right, title and interest in and to all appurtenances and improvements (collectively, the "Property").

B. The Property was previously owned by the Industry Urban-Development Agency ("IUDA"). On June 28, 2011, the Governor signed into law ABX1 26, which provided for the dissolution and winding down of redevelopment agencies throughout the State of California. AB X1 26 was subsequently amended by Assembly Bill 1484 (collectively, as amended, "Dissolution Act").

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

D. Currently the Property is vacant.

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

**NOW, THEREFORE**, for valuable consideration, and subject to all terms and conditions hereof, Buyer and Seller agree as follows:

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

**2. PURCHASE PRICE.** The purchase price ("Purchase Price") for the Property shall be Three Million Six Hundred Thousand Dollars (\$3,600,000.00) (the "**Purchase Price**"), payable by Buyer to Seller in cash at the Closing (as defined in Section 7A below). A non-refundable deposit equal to ten percent (10%) of the Purchase Price shall be deposited into escrow by Buyer within five (5) days

after execution of this Agreement by Seller and delivery to Buyer (“Deposit”). At the close of escrow, the Deposit shall be applied to the Purchase Price. Notwithstanding the above, if any of the conditions to closing set forth in Section 4 are not satisfied and escrow fails to close as a result thereof, the Deposit shall be fully refundable to Buyer.

### **3. ESCROW.**

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

B. Closing Date. Escrow shall close within thirty (30) days, or less, after satisfaction of the Condition to Closing set forth in Section 4 B (i). For purposes of this Agreement, the closing date (“Closing Date”) shall mean the date on which a grant deed conveying the Property to Buyer is recorded in the Los Angeles County Recorder’s Office.

### **4. CONDITIONS TO CLOSING.**

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

(i) Title. Buyer acknowledges receipt of a preliminary title report prepared by Escrow Holder for the Property (“Title Report”). Buyer shall acquire the Property subject to all exceptions described in the Title Report, together with all non-delinquent real property taxes and assessments to be assessed against the Property, and the One West Bank Lease (“Approved Exceptions”). At the Closing, Seller shall deliver title to the Property to Buyer subject only to the Approved Exceptions.

(ii) Delivery of Deed. Seller shall have executed and deposited into Escrow, for delivery to Buyer, the Grant Deed attached hereto as Exhibit B.

(iii) Delivery of Assignment. Seller shall have executed and deposited into Escrow, for delivery to Buyer, an Assignment in the form attached hereto as Exhibit D, assigning the One West Bank Lease to Buyer (“Assignment”). If any of the conditions to Buyer’s obligations set forth above fail to occur at or before the Closing Date through no fault of Buyer, then Buyer may cancel the Escrow, terminate this Agreement, and recover any amounts paid by Buyer to the Escrow Holder toward the Purchase Price.

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

(i) Authorization to Sell. Prior to the Closing, Seller shall have obtained any and all authorizations and approvals necessary to sell the Property pursuant to the Dissolution Legislation, including

California Department of Finance approval of the Oversight Board resolution approving the sale of the Property to Buyer on the terms and conditions set forth herein.

(ii) No Default. Buyer shall not be in material default of Buyer's obligations under this Agreement, including, but not limited to, Buyer's obligation to deliver the Purchase Price into escrow on or before the Closing Date. If the conditions above have not been satisfied or waived by Seller at or before the Closing Date through no fault of Seller, then Seller may, upon written notice to Buyer, cancel the Escrow, terminate this Agreement, and recover any documents delivered to the Escrow Holder pursuant to this Agreement.

## **5. REPRESENTATIONS AND WARRANTIES.**

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

B. Except as provided in Section 4 B (i) above, Seller hereby represents and warrants to Buyer that (i) it has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby; (ii) all requisite action (corporate, trust, partnership or otherwise) has been taken by Seller in connection with entering into this Agreement and the instruments referenced herein, and the consummation of the transactions contemplated hereby; and (iii) no consent of any other party is required.

C. Except as disclosed on those reports set forth on Exhibit C attached hereto (collectively, "Environmental Reports"), Seller hereby represents and warrants that (i) Seller has not released any Hazardous Materials on the Property, (ii) Seller has no actual knowledge of any release of Hazardous Materials (as defined below) on the Property, and (iii) Seller has not received any notice of any violation of any law, ordinance, rule, regulation or order of any governmental authority pertaining to the Property. For purposes of this Agreement, the term "Hazardous Materials" shall mean any and all of those materials, substances, wastes, pollutants, contaminants, byproducts, or constituents which have been determined to be injurious to health or the environment, including without limitation those designated as hazardous or toxic by any federal, state or local law, ordinance, rule, regulation or policy, and any other materials, substances, wastes, pollutants, contaminants, by-products or constituents requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.

D. Seller hereby represents and warrants to Buyer that (i) except for the One West Bank Lease, there are no other leases, options to purchase, rights of first refusal or contracts for lease or sale of the Property; and (ii) there are no liens or claims against the Property other than the Approved Exceptions.

E. Seller hereby represents and warrants to Buyer that during the term of this Agreement Seller shall not, without Buyer's prior written approval, modify the One West Bank Lease or enter into any other contracts which will not be terminated on or before Closing.

## **6. CONDITION OF PROPERTY**

The Property shall be conveyed from the Agency to the City on an “AS IS” condition and basis with all faults and the City agrees that the Agency has no obligation to make modifications, replacements or improvements thereto. Except as expressly and specifically provided in this Agreement, the City and anyone claiming by, through or under the City hereby waives its right to recover from and fully and irrevocably releases the Agency, the City and the Oversight Board, and their respective officers, directors, employees, representatives, agents, advisors, servants, attorneys, successors and assigns, and all persons, firms, corporations and organizations acting on the Agency’s, City’s or Oversight Board’s behalf (collectively, the “**Released Parties**”) from any and all claims, responsibility and/or liability that the City may now have or hereafter acquire against any of the Released Parties for any costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related to the matters pertaining to the Property described in this Section 2.8. This release includes claims of which the City is presently unaware or which the City does not presently suspect to exist which, if known by the City, would materially affect the City’s release of the Released Parties. If the Property is not in a condition suitable for the intended use or uses, then it is the sole responsibility and obligation of the City to take such action as may be necessary to place the Property in a condition suitable for development of the Project thereon. Except as otherwise expressly and specifically provided in this Agreement and without limiting the generality of the foregoing, THE AGENCY MAKES NO REPRESENTATION OR WARRANTY AS TO (i) THE VALUE OF THE PROPERTY; (ii) THE INCOME TO BE DERIVED FROM THE PROPERTY; (iii) THE HABITABILITY, MARKETABILITY, PROFITABILITY, MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OF THE PROPERTY; (iv) THE MANNER, QUALITY, STATE OF REPAIR OR CONDITION OF THE PROPERTY; (v) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (vi) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION OR POLLUTION LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS; (vii) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS AT, ON, UNDER OR ADJACENT TO THE PROPERTY; (viii) THE FACT THAT ALL OR A PORTION OF THE PROPERTY MAY BE LOCATED ON OR NEAR AN EARTHQUAKE FAULT LINE; AND (ix) WITH RESPECT TO ANY OTHER MATTER, THE CITY FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY AND REVIEW INFORMATION AND DOCUMENTATION AFFECTING THE PROPERTY, THE CITY IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND REVIEW OF SUCH INFORMATION AND DOCUMENTATION AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY THE AGENCY.

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

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF



KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

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

City's Initials

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

## 7. CLOSING OF ESCROW.

A. Delivery of Documents and Payment. At or prior to Closing, Seller shall deposit into Escrow the executed Assignment, and a Grant Deed in the form attached hereto as Exhibit B, properly executed and acknowledged by Seller, in favor of Buyer, containing the legal description of the Property and subject only to the Approved Exceptions. At or prior to Closing, Buyer and Seller shall have each deposited into Escrow any supplemental escrow instructions necessary to close this Escrow. Escrow Holder shall deliver to Seller the Purchase Price, when (1) Escrow Holder holds, and is able to record, the Grant Deed, (2) Escrow Holder is prepared to issue to Buyer the Title Policy as provided in Section 7 B below, (3) the conditions specified in Section 4 have been satisfied or waived and (4) Escrow Holder holds, and is able to deliver to Buyer, the executed Assignment.

B Title Insurance. At the Close of Escrow, Buyer shall obtain from Escrow Holder a standard coverage American Land Title Association (“ALTA”) owner’s form policy of title insurance in the amount of the Purchase Price insuring title to the Property in the name of Buyer subject only to the Approved Exceptions and the standard printed exclusions from coverage of an ALTA standard title policy (“Title Policy”).

C Recordation and Delivery. At the Closing, Escrow Holder shall (1) forward the Grant Deed to the recorder for recordation, and (2) deliver the Title Policy as provided in Section 7B, above and the Assignment to Buyer at the address set forth in Section 13.

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

accordance with the Agreement, the City shall be relieved of any further responsibility under this Section 5.3 as to the Property so conveyed.

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

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

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

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

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

Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph.”

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

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

F. Restrictive Covenant. In order to insure the City’s compliance with the covenants set forth in Sections 5.1, 5.2, 5.3, and 5.4 hereof, such covenants shall be set forth in the Grant Deed. Such covenants shall run with the Property for the benefit of the Agency and the Agency shall have the right to assign all of its rights and benefits therein to the City.

G. Effect and Duration of Covenants. The following covenants shall be binding upon the Property and City and its successors and assigns and shall remain in effect for the following periods, and each of which shall be set forth with particularity in any document of transfer or conveyance by the City:

(1) The non-discrimination and non-segregation requirements set forth in Sections 5.1, 5.3 and 5.4 shall remain in effect in perpetuity;

(2) The maintenance requirements set forth in Section 5.2 shall remain in effect for the period described therein, and;

(3) Easements to the Agency, City or other public agencies for utilities existing as of the execution of this Agreement, which shall remain in effect according to their terms.

(4) The use requirement regarding using the Property only for the construction of the Improvements set forth in Section 5.1 shall remain in effect until the earlier of the completion of the Improvements, or one (1) year after Close of Escrow if the reason for the failure to complete the Improvements is not due to a default by City. The use requirement regarding using the Property for any lawful purpose shall remain in effect in perpetuity.

**8. BROKERS.** Seller and Buyer hereby represent to each other that there are no brokers, finders, or other persons entitled to a commission, finder's fee or other payment in connection with this Agreement. Buyer and Seller hereby agree to indemnify, defend, protect, and hold the other harmless from and against any claims, liabilities, or damages for commissions or finder's fees brought by any third party who has dealt or claims to have dealt with the indemnifying party pertaining to the Property.

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

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

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

**12. CLOSING COSTS.** Buyer and Seller shall split equally the documentary transfer taxes, customary escrow fee and charges and recordation fees and the cost of the Title Policy. Any endorsements to the Title Policy requested by Buyer shall be paid for by Buyer. Tenant rental payments, real property taxes and assessments (if any), utility and other operating costs of the Property shall be prorated at Closing.

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

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

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

with a copy to: James M. Casso  
Casso & Sparks, LLP  
P.O. Box 4131  
West Covina, CA 91791

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

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

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

**15. MISCELLANEOUS.**

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

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

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

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

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

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

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

may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

**SIGNATURES ON NEXT PAGE**

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

**CITY OF INDUSTRY**

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

ATTEST:

\_\_\_\_\_  
Cecelia Dunlap, Deputy City Clerk

APPROVED AS TO FORM:

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

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

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

ATTEST:

\_\_\_\_\_  
Diane M. Schlichting, Assistant Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
James M. Casso, Agency Counsel

*CITY COUNCIL*

ITEM NO. 5.5





# CITY OF INDUSTRY

Incorporated June 18, 1957

## MEMORANDUM

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

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

**Staff:** Alex Gonzalez, Director of Administrative Services  
Clem Calvillo, CNC Engineering  
Josh Nelson, CNC Engineering

**Date:** November 25, 2015

**SUBJECT:** Consideration of Resolution 2015-42 Declaring an Emergency Condition and Declaring that the Public Interest and Necessity Require Certain Work to be Performed without Competitive Bidding Pursuant to California Public Contract Code Section 22050 and Section 3.52.110 of the City's Municipal Code, and Notice of Exemption regarding same

The City retains title to 84.37 acres of land commonly known as "Follows Camp" at 23100 and 23400 E. East Fork Road in Azusa ("Property"). The Property is situated in the San Gabriel Mountains, adjacent to the boundaries of the San Gabriel Mountains National Monument above the cities of Azusa and Glendora. The Property currently contains two crossing points over the East Fork of the San Gabriel River, a small bridge commonly known as the "Railroad Car Bridge" and an Arizona Crossing. During storm events, the waterway is a dynamic system which moves large quantities of debris which includes large cobbles, sand, and trees within the riverbed limits. As a result of storm events that have accumulated debris in the riverbed, the Railroad Car Bridge maintains less than one foot of freeboard on its northern end, and the Arizona Crossing is impassable due to downed trees and debris.

Based on the predicted severity of winter El Niño driven storm events, it has been determined that emergency repair activities are necessary to ensure: 1) the structural integrity of the Railroad Car Bridge, 2) the structural integrity of the Arizona Crossing, and 3) the structural integrity of the East Fork Road. It is critical to maintain the integrity of these assets to: maintain access to Southern California Edison powerlines on the Follows Camp property ridgeline that serve Camp Williams and National Forest Service properties, and ensure the structural integrity of the East Fork Road, which is a critical link within the National Monument and the only road that parallels the East Fork of the San Gabriel River.

Given these concerns, a meeting was coordinated at the Property on Monday, November 9, 2015, with City Staff and staff from CNC Engineering, Sage Environmental, the U.S. Army Corps of Engineers, and the Regional Water Resources Control Board. It was determined that the City would apply for permits to conduct this emergency work under the U.S. Army Corps of Engineers Regional Permit Number (“RGP”) 63. The City was notified by the U.S. Army Corps of Engineers on Wednesday, November 18, 2015, that it had determined that the RGP 63 emergency conditions were currently present at the Property and that the City should move forward to meet reporting requirements and complete the necessary steps to secure the emergency work permit. The City must commence work within 14 days of permit issuance.

The work consists of the items noted below, and is covered in more detail by Attachment C, the submitted permit application:

- Railroad Car Bridge – remove accumulated sediment up and downstream of bridge to allow 4 to 5 feet of freeboard. Excavated materials will be used to repair the adjacent East Fork Road slope that is outside of the riverbed boundary;
- East Fork Road Slope Repair – Re-establish pre-existing slope contour below the East Fork Road with excavated materials;
- Arizona Crossing – Clearing of river crossing by hand and shovel to re-establish a 15 foot width crossing for a 4x4 vehicle.

The estimated cost of the Follows Camp Emergency Repair project is approximately \$350,000 including a 15% contingency.

The City has adopted the Uniform Public Construction Cost Accounting Act (“Act”), and under the provisions of the Act (California Public Contract Code Section 22035(b)), and Section 3.52.110 of the City’s Code, in the event of an emergency, upon a four-fifths vote by the City Council, the City may procure any necessary equipment, services and supplies for the emergency without engaging in the competitive bidding process. In accordance with the provisions of Section 22050(a)(2) of the Public Contract Code, it is necessary for the City Council to make a finding that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency.

The City Council’s adoption of Resolution 2015-42 would make the findings needed pursuant to the California Public Contract Code Section 22050 to allow the City Manager to immediately retain the services necessary to complete the work according to the RGP 63 emergency permit.

Pursuant to California Public Contracts Code Section 22050, the City Council will be provided project updates at every regularly scheduled Council meeting until the project is completed.

This project is exempt from the California Environmental Quality Act (“CEQA”) (Public Resources Code Section 21000 *et seq.*), pursuant to Sections 15269(b) and (c) of the CEQA Guidelines, which exempt emergency repairs to publicly or privately owned service

facilities necessary to maintain service essential to the public health, safety or welfare, and specific actions necessary to prevent or mitigate an emergency. Accordingly, Staff has prepared a Notice of Exemption for the City Council's consideration.

Exhibits

A: Resolution No. CC 2015-42

B: Notice of Exemption

C: U.S. Army Corps of Engineers RGP 63 Permit Application

**EXHIBIT A**

**Resolution No. CC 2015-42**

[Attached]

**RESOLUTION NO. CC 2015-42**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, DECLARING AN EMERGENCY CONDITION AND DECLARING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE CERTAIN WORK TO BE PERFORMED WITHOUT COMPETITIVE BIDDING PURSUANT TO CALIFORNIA PUBLIC CONTRACT CODE SECTION 22050 AND SECTION 3.52.110 OF THE CITY'S MUNICIPAL CODE, AND NOTICE OF EXEMPTION REGARDING SAME**

**RECITALS**

**WHEREAS**, the City owns 84.37 acres of land commonly known as "Follows Camp" located at 23100 and 23400 E. East Fork Road in Azusa ("Property"); and

**WHEREAS**, the Property currently has two crossing points over the East Fork of the San Gabriel River, a small bridge commonly known as the "Railroad Car Bridge" and an Arizona Crossing. During storm events, the waterway is a dynamic system which moves large quantities of debris which includes large cobbles, sand, and trees within the riverbed limits. Due to storm events that have accumulated debris in the riverbed, the Railroad Car Bridge maintains less than one foot of freeboard on its northern end, and the Arizona Crossing is impassable due to downed trees and debris; and

**WHEREAS**, given the predicted severity of winter El Niño driven storm events, it has been determined that emergency repair activities are necessary to ensure the structural integrity of the Railroad Car Bridge; the structural integrity of the Arizona Crossing; and the structural integrity of the East Fork Road; and

**WHEREAS**, the City has adopted the Uniform Public Construction Cost Accounting Act ("Act"), and under the provisions of the Act (California Public Contract Code Section 22035(b)), and Section 3.52.110 of the City's Municipal Code, in the event of an emergency, upon a four-fifths vote by the City Council, the City may procure any necessary equipment, services and supplies for the emergency without engaging in the competitive bidding process; and

**WHEREAS**, the emergency will not permit a delay resulting from a competitive solicitation for bids, and immediate action is necessary to respond to the emergency.

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

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

**SECTION 2:** The City Council hereby finds and determines that due to the prediction of increased winter storm activity as a result of El Niño conditions, immediate attention must be taken to ensure the viability of the river crossings over the East Fork of the San Gabriel River at Follows Camp to ensure access to the area's electrical distribution lines. Moreover, immediate attention must be taken to protect the East Fork Road adjacent to Follows Camp, as it provides a critical link in the area to Camp Williams and National Forest Service properties just east of Follows Camp. The U.S. Army Corps of Engineers also determined that emergency conditions are currently present at the Property and that the City should move forward to meet reporting requirements and complete the necessary steps to secure an emergency work permit.

**SECTION 3:** Based on the foregoing, pursuant to California Public Contract Code Section and 22050 and Section 3.52.110 of the City's Municipal Code, the City Council hereby finds that an emergency situation exists and declares that the public interest and necessity demand the immediate expenditure of public money for such repair work to safeguard life, health, and property without complying with the competitive bidding requirements of the California Public Contract Code. The emergency will not permit a delay resulting from a competitive solicitation for bids, and the action is necessary to respond to the emergency. The City Council hereby waives competitive bidding under Public Contract Code 22050, and Section 3.52.110 of the City's Municipal Code.

**SECTION 4:** The City Council hereby authorizes the City Manager to execute all necessary contracts and documents with a qualified contractor(s) or vendor(s), for the Follows Camp emergency repair project.

**SECTION 5:** The City Council shall review the emergency action at every regularly scheduled meeting until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action.

**SECTION 6:** Based upon independent review and consideration of the information contained in the Staff Report and the Notice of Exemption, the City Council hereby finds and determines that the emergency repairs are exempt from the California Environmental Quality Act ("CEQA") (Public Resources Code Section 21000 *et seq.*), pursuant to Sections 15269(b) and (c) of the CEQA Guidelines, which exempt emergency repairs to publicly or privately owned service facilities necessary to maintain service essential to the public health, safety or welfare, and specific actions necessary to prevent or mitigate an emergency. Based on these findings, the City Council adopts the Notice of Exemption and directs staff to file same as required by law.

**SECTION 7:** 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 8:** That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Industry at a special meeting held on November 25, 2015 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

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

**ATTEST:**

\_\_\_\_\_  
Diane Schlichting, Acting Deputy City Clerk

**EXHIBIT B**

**Notice of Exemption**

[Attached]



# Notice of Exemption

# Appendix E

**To:** Office of Planning and Research  
 P.O. Box 3044, Room 113  
 Sacramento, CA 95812-3044  
 County Clerk  
 County of: Los Angeles  
12400 East Imperial Highway #2001  
Norwalk, CA 90650

**From: (Public Agency):** City of Industry  
15625 E. Stafford Street, Suite 100  
City of Industry, CA 91744  
 (Address)

Project Title: Follows Camp Facilities Maintenance and Repair Project

Project Applicant: City of Industry

Project Location - Specific:  
 23400 East East Fork Road, Azusa, CA 91702

Project Location - City: Azusa Project Location - County: Los Angeles

Description of Nature, Purpose and Beneficiaries of Project:  
 Emergency maintenance activities to ensure the structural integrity of two Follows Camp access routes:  
 Railroad Car Bridge and Arizona Crossing, used by Southern California Edison; and the structural integrity of the  
 East Fork Road, used by the general public.

Name of Public Agency Approving Project: U.S. Army Corps of Engineers

Name of Person or Agency Carrying Out Project: City of Industry

**Exempt Status: (check one):**

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: \_\_\_\_\_
- Statutory Exemptions. State code number: \_\_\_\_\_

Reasons why project is exempt:  
 This project is exempt from the California Environmental Quality Act ("CEQA") (Public Resources Code Section 21000 et seq.), pursuant to Sections 15269(b) and (c) of the CEQA guidelines, which exempt emergency repairs to publicly or privately owned service facilities necessary to maintain service essential to the public health, safety or welfare, and specific actions necessary to prevent or mitigate an emergency.

Lead Agency  
 Contact Person: Brian James Area Code/Telephone/Extension: (626) 333-2211

**If filed by applicant:**

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project?  Yes  No

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Title: Planning Director

Signed by Lead Agency  Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.  
 Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: \_\_\_\_\_

**EXHIBIT C**

**U.S. Army Corps of Engineers RGP 63 Permit Application**

[Attached]

**U.S. ARMY CORPS OF ENGINEERS  
APPLICATION FOR DEPARTMENT OF THE ARMY PERMIT  
33 CFR 325. The proponent agency is CECW-CO-R.**

*Form Approved -  
OMB No. 0710-0003  
Expires: 30-SEPTEMBER-2015*

Public reporting for this collection of information is estimated to average 11 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of the collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters, Executive Services and Communications Directorate, Information Management Division and to the Office of Management and Budget, Paperwork Reduction Project (0710-0003). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to either of those addresses. Completed applications must be submitted to the District Engineer having jurisdiction over the location of the proposed activity.

**PRIVACY ACT STATEMENT**

Authorities: Rivers and Harbors Act, Section 10, 33 USC 403; Clean Water Act, Section 404, 33 USC 1344; Marine Protection, Research, and Sanctuaries Act, Section 103, 33 USC 1413; Regulatory Programs of the Corps of Engineers; Final Rule 33 CFR 320-332. Principal Purpose: Information provided on this form will be used in evaluating the application for a permit. Routine Uses: This information may be shared with the Department of Justice and other federal, state, and local government agencies, and the public and may be made available as part of a public notice as required by Federal law. Submission of requested information is voluntary, however, if information is not provided the permit application cannot be evaluated nor can a permit be issued. One set of original drawings or good reproducible copies which show the location and character of the proposed activity must be attached to this application (see sample drawings and/or instructions) and be submitted to the District Engineer having jurisdiction over the location of the proposed activity. An application that is not completed in full will be returned.

**(ITEMS 1 THRU 4 TO BE FILLED BY THE CORPS)**

1. APPLICATION NO.	2. FIELD OFFICE CODE	3. DATE RECEIVED	4. DATE APPLICATION COMPLETE
--------------------	----------------------	------------------	------------------------------

**(ITEMS BELOW TO BE FILLED BY APPLICANT)**

5. APPLICANT'S NAME First - Paul                      Middle -                      Last - Philips Company - City of Industry E-mail Address - paul@cityofindustry.org			8. AUTHORIZED AGENT'S NAME AND TITLE (agent is not required) First - Alissa                      Middle -                      Last - Cope Company - Sage Environmental Group E-mail Address - acope@SageEnvironmentalGroup.com		
6. APPLICANT'S ADDRESS: Address- 15625 E. Stafford Street, Suite 100 City - Industry                      State - CA                      Zip - 91744                      Country -USA			9. AGENT'S ADDRESS: Address- 24040 Camino del Avion, Suite A77 City - Monarch Beach                      State - CA                      Zip - 92677                      Country -USA		
7. APPLICANT'S PHONE NOS. w/AREA CODE a. Residence                      b. Business                      c. Fax N/A                      (626) 333-2211			10. AGENTS PHONE NOS. w/AREA CODE a. Residence                      b. Business                      c. Fax N/A                      949.243.2282                      949.661.0185		

**STATEMENT OF AUTHORIZATION**

11. I hereby authorize, Alissa Cope of Sage Env. Group to act in my behalf as my agent in the processing of this application and to furnish, upon request, supplemental information in support of this permit application.


11/13/2014  
 \_\_\_\_\_  
 SIGNATURE OF APPLICANT                      DATE

**NAME, LOCATION, AND DESCRIPTION OF PROJECT OR ACTIVITY**

12. PROJECT NAME OR TITLE (see instructions) Follows Camp Facilities Maintenance and Repair Project			
13. NAME OF WATERBODY, IF KNOWN (if applicable) East fork of San Gabriel River		14. PROJECT STREET ADDRESS (if applicable) Address 23400 East East Fork Road	
15. LOCATION OF PROJECT Latitude: +N 34° 14' 10.78"                      Longitude: +W 117°48'33.83"		City - Azusa                      State- CA                      Zip- 91702	
16. OTHER LOCATION DESCRIPTIONS, IF KNOWN (see instructions) State Tax Parcel ID APN 8678-006-06 and -12                      Municipality Los Angeles County Section - NE 1/4 of 27                      Township - 2 North                      Range - 9 West			

17. DIRECTIONS TO THE SITE

From Interstate 210, exit Azusa Avenue (CA-39) north. Follow Azusa Ave. north approximately 12 miles to East East Fork Road (right turn). Continue on East East Fork Road for approximately 3 miles. The Follows Camp gate is on the right.

18. Nature of Activity (Description of project, include all features)

- 1. Railroad Car Bridge: Remove accumulated sediment up and downstream of bridge to allow approximately 4-5 foot free board (up to 1,500 cubic yards of excavation). An access ramp, dewatering, use of track vehicles and stockpiling in WoUS are anticipated. Excavated material will be used to repair East Fork Road slope.
- 2. East Fork Road Slope Repair: A small dirt road was graded along the East Fork Road toe of slope in 2013. This dirt road will be removed and pre-existing slope contour re-established. All work associated with the road repair is located in uplands. Any removed topsoil will be stockpiled for use as new slope cover, thereby preserving the seedbed. A portion of the slope fill will be excavated sediment from the bridge area. Additional slope fill may be imported from East Fork Road debris basins in coordination with LACo Public Works/USFS.
- 3. Arizona Crossing: The crossing and approaches will be bladed to allow passage by a 4x4 truck (15 feet width). Downed trees, debris and rock will be pushed aside to establish access. Minor fill of crevasses may be required.

19. Project Purpose (Describe the reason or purpose of the project, see instructions)

Emergency maintenance activities are required prior to El Niño to ensure the structural integrity of the two remaining Follows Camp access routes: Railroad Car Bridge and Arizona Crossing. These access routes are the only points of entry for Southern California Edison power lines serving the site and adjacent properties as established by formal access easement rights.

Emergency repair activities are required prior to El Niño to ensure the structural integrity East East Fork Road, a public roadway located directly adjacent to and above Follows Camp.

USE BLOCKS 20-23 IF DREDGED AND/OR FILL MATERIAL IS TO BE DISCHARGED

20. Reason(s) for Discharge

Maintenance of the Railroad Car Bridge is most efficiently performed using construction-phase access ramp, dewatering berms, use of track vehicles, and temporary stockpiling to be located within WoUS, which constitute temporary discharge.

Maintenance of the Arizona Crossing may require fill of small crevasses to provide vehicular passage. Fill will be excess bladed sediment resulting from clearing the Arizona Crossing right-of-way.

21. Type(s) of Material Being Discharged and the Amount of Each Type in Cubic Yards:

Type	Type	Type
Amount in Cubic Yards	Amount in Cubic Yards	Amount in Cubic Yards
Temporary stockpile up to 400 cubic yards.	Temp. access ramp up to 200 cubic yards.	Dewatering berms up to 400 cubic yards.

22. Surface Area in Acres of Wetlands or Other Waters Filled (see instructions)

Acres Overall excavation footprint: 0.25+/- acres (250 linear feet) upstream of the Railroad Car Bridge and 0.03+/- acres (60 linear feet).  
or

Linear Feet

23. Description of Avoidance, Minimization, and Compensation (see instructions)

- 1. Appropriate BMPs will be utilized to limit downstream sedimentation.
- 2. A biological monitor familiar with Santa Ana Sucker, arroyo chub and the dace will oversee construction effort and have the right halt construction to address any biological issues that may arise.

24. Is Any Portion of the Work Already Complete?  Yes  No IF YES, DESCRIBE THE COMPLETED WORK

25. Addresses of Adjoining Property Owners, Lessees, Etc., Whose Property Adjoins the Waterbody (if more than can be entered here, please attach a supplemental list).

a. Address- APN 8678-006-006: Social Model Recovery Systems Inc. 223 East Rowland St.

City - Covina State - CA Zip - 91723

b. Address- APN 8678-004-303: U.S Government Lot: US Forest Service - Angeles National Forest. Contact:Esmeralda Bracamonte

City - Contact: ebracamonte@fs.fed.us State - (626) 335-1251 ext 238 Zip -

c. Address-

City - State - Zip -

d. Address-

City - State - Zip -

e. Address-

City - State - Zip -

26. List of Other Certificates or Approvals/Denials received from other Federal, State, or Local Agencies for Work Described in This Application.

AGENCY	TYPE APPROVAL*	IDENTIFICATION NUMBER	DATE APPLIED	DATE APPROVED	DATE DENIED

\* Would include but is not restricted to zoning, building, and flood plain permits

27. Application is hereby made for permit or permits to authorize the work described in this application. I certify that this information in this application is complete and accurate. I further certify that I possess the authority to undertake the work described herein or am acting as the duly authorized agent of the applicant.

  
SIGNATURE OF APPLICANT

11/13/2015  
DATE

\_\_\_\_\_  
SIGNATURE OF AGENT

\_\_\_\_\_  
DATE

The Application must be signed by the person who desires to undertake the proposed activity (applicant) or it may be signed by a duly authorized agent if the statement in block 11 has been filled out and signed.

18 U.S.C. Section 1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals, or covers up any trick, scheme, or disguises a material fact or makes any false, fictitious or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious or fraudulent statements or entry, shall be fined not more than \$10,000 or imprisoned not more than five years or both.

City of Industry - Follows Camp Facilities  
 East Fork of the San Gabriel River, Los Angeles County, California



**Railroad Car Bridge Area**  
 34° 14' 10.78" N, 117° 48' 33.83 W  
 Lat: 34.236340°, Lon: -117.809369°  
 ■ Downstream – Photo 1  
 ■ Upstream – Photo 2

**Arizona Crossing Area**  
 34° 14' 02.30"N, 117° 48' 15.37" W  
 Lat: 34.234141°, Lon: -117.804307°  
 ■ Across Crossing - Photo 3

**Exhibit 1:  
 Photo Locations Map**



City of Industry - Follows Camp Facilities  
East Fork of the San Gabriel River, Los Angeles County, California



Looking downstream (west) from the bridge.  
Northern side of the bridge has less than 1 foot  
freeboard.

Photo taken on October 13, 2015

Photo 1 - Downstream of Railroad Car Bridge



Looking at the bridge from upstream.


 Northern side of the bridge has less than 1 foot freeboard.


Photo taken on October 13, 2015.

**Photo 2**  
**Railroad Car Bridge**



City of Industry - Follows Camp Facilities  
East Fork of the San Gabriel River, Los Angeles County, California



 Southern portion of the Arizona Crossing is covered by sediment and debris, prohibiting vehicle crossing.  
Photo taken on October 13, 2015.

**Photo 3**  
**Arizona Crossing**

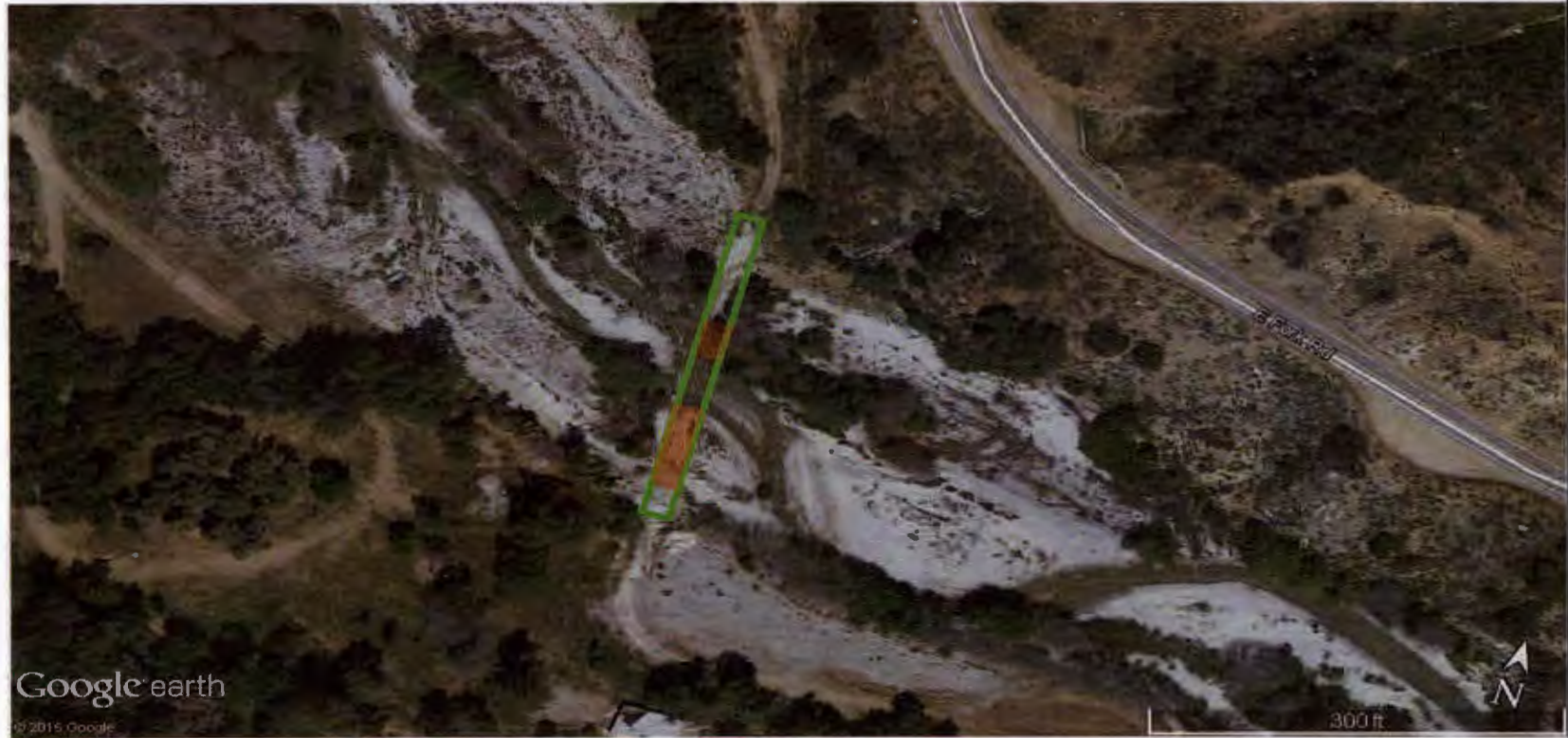


- Proposed Excavation Area [Total: 1,500 cubic yards (cu), 310 linear feet (lf)]  
Upstream: 1,200±cu, 250± lf  
Downstream: 300±cu, 60±lf
- Downstream Sediment to remain in place
- Existing sediment berm to remain in place to separate active channel from excavation area, thereby limited sediment loading in active waterway
- Pilot channel to be installed at completion of excavation

**Exhibit 2**  
**Railroad Car Bridge Excavation**  
**Work Plan**



City of Industry - Follows Camp Facilities  
East Fork of the San Gabriel River, Los Angeles County, California



- Existing Arizona Crossing  
approximate alignment 280 linear feet (lf), 15 feet width
- Proposed Blading Area [Total: 100 lf, 15 feet in width]

**Exhibit 3**  
**Arizona Crossing – Proposed Blading**  
**Work Plan**

**I. Owner of the Land**

Name City of Industry				
Mailing Address 15625 E. Stafford Street, Suite 100				
City Industry	County Los Angeles	State CA	Zip 91744	Phone (626) 333.2211
Contact Person Paul Philips – City Manager				

**II. Discharger (if different from owner of the land)**

Name				
Mailing Address				
City	County	State	Zip	Phone
Contact Person				

**III. Site Location**

Street (including address, if any): Follows Camp – 23400 East Fork Road, Azusa, CA 91702	
Nearest cross street(s): Azusa Avenue and East Fork Road	
County: Los Angeles	Approximate size of site (acres): 0.28+ acres
Map attached? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Photos attached? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	

**IV. Discharge Information**

Subject	Notes
Name(s) and type(s) of receiving waters: East fork of the San Gabriel River	<p>Receiving water types are: river/streambed, lake/reservoir, receiving waters, ocean/estuary/bay, riparian area, wetland.</p> <p>Within the Follows Camp property, the east fork of the San Gabriel River is a shallow riverbed with a primary, meandering low-flow channel within a braided channel system. The outer banks of the riverbed are terraced.</p> <p>The riverbed contains large cobble and fine sands. In some locations, stands of native trees are present along and within the riverbed. Understory vegetation is largely absent due to stormflow velocities.</p> <p>During storm events, the waterway is very dynamic, regularly moving large debris, large cobbles, trees and sands within the riverbed limits.</p>



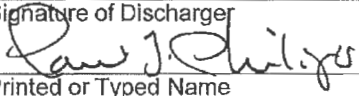
	<p>d. Projects undertaken, carried out, or approved by a public agency to maintain, repair, or restore an existing highway damaged by fire, flood, storm, earthquake, land subsidence, gradual earth movement, or landslide, provided that the project is within the existing right of way of that highway and is initiated within one year of the damage occurring. This does not apply to highways designated as official State scenic highways, nor any project undertaken, carried out, or approved by a public agency to expand or widen a highway damaged by fire, flood, storm, earthquake, land subsidence, gradual earth movement, or landslide.</p> <p>e. Seismic work on highways and bridges pursuant to section 180.2 of the Streets and Highways Code, section 180 et seq.</p>
--	--

**Fill and Excavation Discharges:** For each water body type listed below indicate in ACRES the area of the estimated discharge to waters of the state, and identify the impact(s) as permanent and/or temporary. For linear discharges to drainage features and shorelines, e.g., bank stabilization, revetment, and channelization projects, ALSO specify the length of the proposed discharge to waters of the state IN FEET. For dredging activity indicate total amount of dredged material for the project in cubic yards under permanent impacts.

Water Body Type	Permanent Impact			Temporary Impact		
	Acres	Cubic Yards	Linear Feet	Acres	Cubic Yards	Linear Feet
Lake/Reservoir						
Ocean/Estuarv/Bav						
Riparian Zone						
Stream Channel				0.28+	1,500+	320+
Vernal Pool						
Wetland						

V. CERTIFICATION

"I certify under penalty of law that this document and all attachments were prepared under my direction and supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. In addition, I certify that the provisions of these General WDRs will be complied with."

Signature of Discharger 	Title City Manager
Printed or Typed Name Paul Philips	Date 11/13/2015