

CITY OF INDUSTRY

REVISED CITY COUNCIL
REGULAR MEETING AGENDA

SEPTEMBER 22, 2016
9:00 AM



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

Addressing the City Council:

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

Americans with Disabilities Act:

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

Agendas and other writings:

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

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

4. Public Comments
5. Presentation by Mr. Chavira from the Environmental Protection Agency (EPA) to provide an update on the San Gabriel Valley Superfund Site Puente Valley Operable Unit groundwater cleanup project.
6. Presentation by Ron Whittemore providing an update on the Industry Manufacturers Council.
7. **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.

7.1 Consideration of Register of Demands.

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

7.2 Consideration of Authorization to lease 27.06 acre feet of groundwater from the Puente Basin to Royal Vista Golf Club in Fiscal Year 2016-2017 at a lease rate of \$534.60 per acre foot.

RECOMMENDED ACTION: Approve the Lease.

7.3 Consideration of Amendment No. 1 to the Professional Services Agreement for Michael Baker International, Inc., for Planning Support and Consulting Services in an amount not to exceed \$320,000.00 from September 22, 2016 through February 23, 2017.

RECOMMENDED ACTION: Approve Amendment No. 1.

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

RECOMMENDED ACTION: Approve the Agreement.

7.5 Consideration of a Professional Services Agreement with Dapeer, Rosenblit and Litvak, LLC, for Code Enforcement Legal Services.

RECOMMENDED ACTION: Approve the Agreement.

7.6 Consideration of Resolution No. 2016-66 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA,

RESCINDING RESOLUTION NO. CC 2014-31, AND ADOPTING AN AMENDED CONFLICT OF INTEREST CODE.

RECOMMENDED ACTION: Receive and file the Biennial Notice and adopt Resolution No. CC 2016-66.

8. **ACTION ITEMS**

8.1 Consideration of Resolution No. 2016-65 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AUTHORIZING THE RESTRUCTURING OF THE FINANCE DEPARTMENT WITH NEW CLASSIFICATIONS AND JOB DESCRIPTIONS FOR ACCOUNTING AND FINANCIAL OPERATIONAL NEEDS.

RECOMMENDED ACTION: Adopt Resolution No. CC 2016-65.

8.2 Consideration of Resolution No. 2016-64 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, RESCINDING RESOLUTION NOS. CC-2016-52 AND CC 2016-56, AND ADOPTING SALARY RANGE SCHEDULES FOR CITY EMPLOYEES AND OFFICERS FOR THE FISCAL YEAR 2016-2017 FROM SEPTEMBER 22, 2016 THROUGH JUNE 30, 2017.

RECOMMENDED ACTION: Adopt Resolution No. CC 2016-64.

8.3 Presentation and discussion regarding the City of Industry Government Reforms Update, Fourth Quarter 2016.

RECOMMENDED ACTION: Staff to provide update.

9. **CITY COUNCIL COMMITTEE REPORTS**

10. **AB 1234 REPORTS**

11. **CITY COUNCIL COMMUNICATIONS**

12. **CLOSED SESSION**

12.1 Conference with real property negotiators pursuant to Government Code Section 54956.8

Property: 15130 Nelson Avenue, City of Industry, CA
City Negotiator: Paul J. Philips, City Manager, and James M. Casso, City Attorney
Negotiating Party: Weiss Industrial Holdings

Under Negotiation: Price and terms of payment

12.2 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of litigation pursuant to Government Code Section 54956.9(d)(4):
One Potential Case.

13. Adjournment.

CITY COUNCIL

ITEM NO. 7.1

**CITY OF INDUSTRY
AUTHORIZATION FOR PAYMENT OF BILLS
CITY COUNCIL MEETING OF SEPTEMBER 22, 2016**

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	3,528,171.24
120	CAPITAL IMPROVEMENT FUND	467,755.35
140	CITY DEBT SERVICE	1,500.00
161	IPUC - ELECTRIC	495,032.61
TOTAL ALL FUNDS		4,492,459.20

BANK RECAP:

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BANK OF AMERICA - CKING ACCOUNTS	403,199.85
REF	REFUSE - CKING ACCOUNT	1,262,062.93
WFBK	WELLS FARGO - CKING ACCOUNT	2,827,196.42
TOTAL ALL BANKS		4,492,459.20

APPROVED PER CITY MANAGER

**CITY OF INDUSTRY
BANK OF AMERICA
September 22, 2016**

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

1389	09/07/2016			CITY OF INDUSTRY	\$393,199.85
	Invoice	Date	Description		Amount
	09/07/16	09/07/2016	TRANSFER FUNDS-ELECTRIC		\$393,199.85

CITYGEN.CHK - City General

24327	09/06/2016			CIVIC RECREATIONAL INDUSTRIAL	\$10,000.00
	Invoice	Date	Description		Amount
	09/06/16	09/06/2016	TRANSFER FUNDS-CRIA A/P		\$10,000.00

Checks	Status	Count	Transaction Amount
	Total	2	\$403,199.85

**CITY OF INDUSTRY
WELLS FARGO REFUSE
September 22, 2016**

Check	Date		Payee Name	Check Amount
REFUSE - Refuse Account				
WT205	08/31/2016		CITY OF INDUSTRY DISPOSAL CO.	\$540,400.47
	Invoice	Date	Description	Amount
	2577744	08/31/2016	REFUSE SVC 8/1-8/23/16	\$540,400.47
WT206	09/07/2016		CITY OF INDUSTRY DISPOSAL CO.	\$721,662.46
	Invoice	Date	Description	Amount
	2621354	09/07/2016	REFUSE SVC 8/24-8/31/16	\$721,662.46

Checks	Status	Count	Transaction Amount
	Total	2	\$1,262,062.93

**CITY OF INDUSTRY
WELLS FARGO VOIDED CHECK
September 22, 2016**

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
64356	07/21/2016		07/21/2016	CRAFTON ELITE	(\$2,600.00)
	Invoice	Date	Description		Amount
	7/18/16	07/18/2016	VOIDED-CK WAS LOST		(\$2,600.00)

All	Status	Count	Transaction Amount
	Total	1	(\$2,600.00)

**CITY OF INDUSTRY
WELLS FARGO BANK
September 22, 2016**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
64709	09/07/2016		AT & T	\$153.31
	Invoice	Date	Description	Amount
	2017-00000189	08/17/2016	08/17-09/16/16 SVC - 17001 CARBON CYN RD-RADIO	\$153.31
64710	09/07/2016		AT & T	\$176.00
	Invoice	Date	Description	Amount
	9870532300	08/23/2016	07/19-08/18/16 SVC - 600 S BREA CYN-METROLINK	\$176.00
64711	09/07/2016		FRONTIER	\$105.29
	Invoice	Date	Description	Amount
	2017-00000190	08/22/2016	08/22-09/21/16 SVC - ELECTRIC MODEM	\$51.29
	2017-00000191	08/22/2016	08/22-09/21/16 SVC - GENERATOR SITE-TELEMETRY	\$54.00
64712	09/07/2016		GAS COMPANY, THE	\$33.37
	Invoice	Date	Description	Amount
	2017-00000192	08/25/2016	07/25-08/23/16 SVC - 15415 DON JULIAN RD	\$33.37
64713	09/07/2016		ROWLAND WATER DISTRICT	\$2,522.47
	Invoice	Date	Description	Amount
	2017-00000199	08/25/2016	07/18-08/15/16 SVC - AZUSA AVE - CENTER	\$124.89
	2017-00000200	08/25/2016	07/18-08/15/16 SVC - AZUSA AVE 205597	\$121.92
	2017-00000201	08/25/2016	07/18-08/15/16 SVC - 1100 AZUSA AVE	\$152.66
	2017-00000202	08/25/2016	07/25-08/16/16 SVC - HURLEY ST & VALLEY	\$281.55
	2017-00000203	08/25/2016	07/25-08/16/16 SVC - 930 AZUSA AVE	\$510.24
	2017-00000204	08/25/2016	07/25-08/16/16 SVC - 755 NOGALES (RC)	\$114.02
	2017-00000205	08/25/2016	07/25-08/16/16 SVC - 18044 ROWLAND-LAWSON	\$157.56
	2017-00000206	08/25/2016	07/25-08/16/16 SVC - 17401 VALLEY BLVD	\$438.96
	1123CHATCH-AUG16	08/25/2016	07/25-08/16/16 SVC - 1123C HATCHER ST	\$142.71
	1123DHATCH-AUG16	08/25/2016	07/25-08/16/16 SVC - 1123D HATCHER ST	\$74.40
	1135HATCH-AUG16	08/25/2016	07/25-08/16/16 SVC - 1135 HATCHER ST	\$41.73
	2017-00000207	08/25/2016	07/25-08/16/16 SVC - 17217 & 17229 CHESTNUT - IRR	\$258.54

**CITY OF INDUSTRY
WELLS FARGO BANK
September 22, 2016**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2017-00000208	08/25/2016	07/25-08/17/16 SVC - AZUSA AVE (RC)	\$103.29
64714	09/07/2016		SAN GABRIEL VALLEY WATER CO.	\$10,501.06
	Invoice	Date	Description	Amount
	2017-00000211	08/26/2016	07/28-08/25/16 SVC - PECK/UNION PACIFIC BRIDGE	\$758.60
	2017-00000212	08/26/2016	07/28-08/25/16 SVC - S/E COR OF PELLISSIER	\$1,048.40
	2017-00000213	08/26/2016	07/28-08/25/16 SVC - PELLISSIER	\$450.66
	2017-00000214	08/26/2016	07/28-08/25/16 SVC - PELLISSIER	\$350.24
	2017-00000215	08/26/2016	07/28-08/25/16 SVC - PELLISSIER	\$737.17
	2017-00000216	08/26/2016	07/28-08/25/16 SVC - CROSSROADS PKWY STA 129-	\$1,244.33
	2017-00000217	08/26/2016	07/28-08/25/16 SVC - CROSSROADS PKWY NORTH	\$1,262.46
	2017-00000218	08/26/2016	07/28-08/25/16 SVC - CROSSROADS PKWY NORTH	\$1,716.93
	2017-00000219	08/26/2016	07/28-08/25/16 SVC - CROSSROADS PKWY STA 103-	\$315.64
	2017-00000220	08/26/2016	07/28-08/25/16 SVC - CROSSROADS PKWY SOUTH	\$1,739.98
	2017-00000221	08/26/2016	07/28-08/25/16 SVC - IRRIG SALT LAKE/SEVENTH	\$202.05
	2017-00000222	08/26/2016	07/28-08/25/16 SVC - CROSSROADS PKWY STA 111-	\$674.60
64715	09/07/2016		SO CALIFORNIA EDISON COMPANY	\$1,098.83
	Invoice	Date	Description	Amount
	2017-00000194	08/25/2016	07/01-08/23/16 SVC - 600 BREA CYN RD	\$100.99
	2017-00000195	08/25/2016	07/26-08/24/16 SVC - 745 ANAHEIM PUENTE RD CP	\$55.17
	2017-00000196	08/25/2016	07/26-08/24/16 SVC - 17378 E GALE B	\$41.40
	2017-00000197	08/26/2016	07/26-08/24/16 SVC - BREA CYN-VARIOUS SITES	\$484.79
	2017-00000198	08/27/2016	07/28-08/26/16 SVC - 137 N HUDSON AVE	\$416.48
64716	09/07/2016		SO CALIFORNIA EDISON COMPANY	\$54.52
	Invoice	Date	Description	Amount
	2017-00000193	08/24/2016	07/25-08/23/16 SVC - 5010 ENGLISH RD	\$54.52
64717	09/07/2016		SUBURBAN WATER SYSTEMS	\$1,478.41
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
September 22, 2016**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	180011165383	08/24/2016	07/23-08/22/16 SVC - 205 HUDSON AVE	\$69.94
	180040874246	08/23/2016	07/26-08/23/16 SVC - AZUSA & GEMINI	\$1,408.47
64718	09/09/2016		STATE COMPENSATION INS. FUND	\$5,131.33
	Invoice	Date	Description	Amount
	SEPTEMBER 2016	09/02/2016	PREMIUM FOR SEP 2016-COI	\$5,131.33
64719	09/13/2016		FRONTIER	\$109.64
	Invoice	Date	Description	Amount
	2017-00000223	08/25/2016	08/25-09/24/16 SVC - ELECTRIC MODEM	\$58.35
	2017-00000224	08/25/2016	08/25-09/24/16 SVC - ELECTRIC MODEM	\$51.29
64720	09/13/2016		GAS COMPANY, THE	\$28.60
	Invoice	Date	Description	Amount
	2017-00000225	09/01/2016	08/01-08/30/16 SVC - 710 NOGALES ST	\$14.30
	2017-00000226	09/01/2016	08/01-08/30/16 SVC - 1135 HATCHER AVE	\$14.30
64721	09/13/2016		SO CALIFORNIA EDISON COMPANY	\$664.32
	Invoice	Date	Description	Amount
	2017-00000228	08/30/2016	07/28-08/26/16 SVC - VARIOUS SITES	\$664.32
64722	09/14/2016		SHELL ENERGY NORTH AMERICA-	\$86,832.00
	Invoice	Date	Description	Amount
	1678562	09/02/2016	WHOSALE USE-AUG 2016	\$86,832.00
64723	09/22/2016		ADVANCED DISCOVERY, INC.	\$1,331.04
	Invoice	Date	Description	Amount
	B189850	08/31/2016	DOCUMENT MGMGT SVC-LITIGATION	\$1,331.04
64724	09/22/2016		ALVAKA NETWORKS	\$20,720.17
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
September 22, 2016**

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
157328	09/01/2016	NETWORK MAINT-HOMESTEAD	\$755.00
157358	09/01/2016	NETWORK MAINT-OCT 2016	\$6,540.17
157332	09/01/2016	NETWORK MAINT-OCT 2016	\$6,620.00
157445	08/31/2016	ADD'L HOURS FOR AUG 2016	\$6,400.00
157444NP	08/31/2016	TRIP CHARGE	\$330.00
157440NP	08/31/2016	TRIP CHARGE-HOMESTEAD	\$75.00
64725	09/22/2016	ARAMARK REFRESHMENT SERVICE,	\$146.03
Invoice	Date	Description	Amount
1399460	08/30/2016	COFFEE/OFFICE SUPPLIES	\$146.03
64726	09/22/2016	ARDENT ENVIRONMENTAL GROUP,	\$690.00
Invoice	Date	Description	Amount
102310	09/01/2016	ASBESTOS TESTING-EL ENCANTO	\$690.00
64727	09/22/2016	AVANT-GARDE, INC	\$550.00
Invoice	Date	Description	Amount
4068	07/20/2016	PROJECT MGMT-CITY BRIDGES	\$550.00
64728	09/22/2016	B AND T CATTLE	\$14,580.00
Invoice	Date	Description	Amount
58	09/01/2016	MAINT SVC-SEP 2016	\$14,580.00
64729	09/22/2016	BIBLE, KARIE LYNN	\$310.00
Invoice	Date	Description	Amount
PPKB1	09/08/2016	FEE-PERFORMER AT HOMESTEAD FESTIVAL	\$310.00
64730	09/22/2016	BIGGS CARDOSA ASSOCIATES, INC.	\$31,056.04
Invoice	Date	Description	Amount
70064	08/05/2016	REPAINTING OF AZUSA AVE BRIDGE	\$31,056.04

**CITY OF INDUSTRY
WELLS FARGO BANK
September 22, 2016**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
64731	09/22/2016		BLAKE AIR CONDITIONING	\$995.72
	Invoice	Date	Description	Amount
	41786	08/31/2016	A/C MAINT-CITY HALL	\$258.28
	41803	09/06/2016	A/C MAINT-CITY HALL	\$737.44
64732	09/22/2016		BLUE OCEAN MEDIA	\$1,550.00
	Invoice	Date	Description	Amount
	PPJB1	09/08/2016	SOUND EQUIPMENT FOR HOMESTEAD FESTIVAL	\$1,550.00
64733	09/22/2016		BROWN RUDNICK, LLP	\$25,062.40
	Invoice	Date	Description	Amount
	703381	09/01/2016	PROF SVC-AUG 2016	\$25,062.40
64734	09/22/2016		CASC ENGINEERING AND	\$564.00
	Invoice	Date	Description	Amount
	36048	07/31/2016	NPDES SVC-FOLLOW'S CAMP	\$564.00
64735	09/22/2016		CITY OF INDUSTRY-MEDICAL	\$3,000.00
	Invoice	Date	Description	Amount
	REG 9/22/16	09/14/2016	TRANSFER FUNDS-MEDICAL	\$3,000.00
64736	09/22/2016		CITY OF INDUSTRY-PAYROLL ACCT	\$130,000.00
	Invoice	Date	Description	Amount
	P/R 09/15/16	09/13/2016	PAYROLL REIMBURSEMENT FOR 9/15/16	\$130,000.00
64737	09/22/2016		CITY OF INDUSTRY-REFUSE	\$13,051.62
	Invoice	Date	Description	Amount
	2619426-A	09/01/2016	DISP SVC-205 HUDSON	\$184.24
	2619426-B	09/01/2016	DISP SVC-841 7TH AVE	\$184.24
	2619752	09/01/2016	DISP SVC-CITY BUS STOPS	\$4,376.33
	2619176	09/01/2016	DISP SVC-TONNER CYN MAINT YD	\$1,066.35

**CITY OF INDUSTRY
WELLS FARGO BANK
September 22, 2016**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2620483	08/31/2016	DISP SVC-1123 HATCHER	\$6,344.71
	2619175	09/01/2016	DISP SVC-TONNER CYN CAMP COURAGE	\$378.95
	2619174	09/01/2016	DISP SVC-TRES HERMANOS	\$138.38
	2619173	09/01/2016	DISP SVC-CITY HALL	\$378.42
64738	09/22/2016		CITY OF LA PUENTE	\$421,574.00
	Invoice	Date	Description	Amount
	16-015	08/25/2016	VALLEY BLVD SOUND WALL-AGRMT #15-1213	\$421,574.00
64739	09/22/2016		CNC ENGINEERING	\$214,250.24
	Invoice	Date	Description	Amount
	45276	09/08/2016	ON-CALL STREET MAINT PROGRAM	\$488.13
	45277	09/08/2016	WALNUT DR SOUTH WIDENING	\$1,022.64
	45278	09/08/2016	VALLEY BLVD PCC PAVEMENT RECONSTRUCTION	\$22,872.68
	45279	09/08/2016	CLARK AVE WIDENING	\$2,086.61
	45280	09/08/2016	2016 CLEANOUT OF STORMWATER DEVICES	\$832.10
	45281	09/08/2016	2016-2017 SLURRY SEAL	\$6,063.73
	45282	09/08/2016	GENERAL ENGINEERING SVC-CIP	\$43,672.05
	45283	09/08/2016	GENERAL ENGINEERING SVC-MAINT OF CITY	\$43,343.29
	45284	09/08/2016	TONNER CYN PROPERTY	\$941.28
	45285	09/08/2016	COLIMA RD WIDENING	\$1,330.04
	45286	09/08/2016	PUENTE VALLEY OPERABLE UNIT	\$705.96
	45287	09/08/2016	SEWER SYSTEM MAINT-EXPO CENTER	\$1,393.37
	45288	09/08/2016	EXPO CENTER FACILITY MAINT	\$506.68
	45289	09/08/2016	CITY ELECTRICAL FACILITIES	\$650.84
	45290	09/08/2016	SAFETY UPGRADE AT VARIOUS RR CROSSINGS	\$947.11
	45291	09/08/2016	OPERATION AND MAINT OF METRO SOLAR	\$650.84
	45292	09/08/2016	EL ENCANTO HEALTH CARE FACILITY	\$927.50
	45293	09/08/2016	TRAFFIC SIGNAL AT DON JULIAN/SIXTH AVE	\$1,789.81
	45294	09/08/2016	SAN JOSE AVE RECONSTRUCTION	\$4,777.42
	45295	09/08/2016	TRAFFIC SIGNAL AT NELSON/SUNSET AVE	\$78.44

**CITY OF INDUSTRY
WELLS FARGO BANK
September 22, 2016**

Check	Date	Payee Name	Check Amount	
CITY.WF.CHK - City General Wells Fargo				
45296	09/08/2016	PACIFIC PALMS LAUNDRY BLDG ISSUES	\$3,196.96	
45297	09/08/2016	PAINT EVALUATION OF FENCE ON TEMPLE	\$6,925.51	
45298	09/08/2016	PACIFIC PALMS REPAIRS TO PARKING LOT	\$162.71	
45299	09/08/2016	HIGHWAY BRIDGE PROGRAM-FEDERAL FUNDING	\$117.66	
45300	09/08/2016	HIGHWAY BRIDGE PROGRAM-AZUSA AVE	\$162.71	
45301	09/08/2016	FISCAL YEAR BUDGET	\$15,173.91	
45302	09/08/2016	STORM DRAIN IN AJAX AVE	\$1,725.68	
45303	09/08/2016	VARIOUS ASSIGNMENTS RELATED TO SA TO THE	\$3,674.76	
45304	09/08/2016	NEW CUL-DE-SAC EAST OF FAURE AVE	\$12,111.56	
45305	09/08/2016	NELSON AVE/PUENTE AVE WIDENING	\$313.76	
45306	09/08/2016	REPAIRS TO CITY OWNED PUMP STATIONS	\$380.01	
45307	09/08/2016	MAINT OF YARD AT 1123 HATCHER AVE	\$506.68	
45308	09/08/2016	ARENTH AVE RECONSTRUCTION	\$7,241.13	
45309	09/08/2016	CARTEGRAPH IMPLEMENTATION/MGMT	\$2,336.78	
45310	09/08/2016	PLANETBIDS IMPLEMENTATION/MGMT	\$117.66	
45311	09/08/2016	CITYWIDE CATCH BASIN RETROFITS PHASE 1	\$5,601.84	
45313	09/08/2016	COI PAVEMENT MGMT SYSTEM	\$627.52	
45314	09/08/2016	GRAND SVE BRIDGE WIDENING	\$916.90	
45315	09/08/2016	FULLERTON RD GRADE SEPARATION STUDY	\$8,483.18	
45316	09/08/2016	ALAMEDA CORRIDOR EAST RELATED PROJECTS	\$162.71	
45317	09/08/2016	FAIRWAY DR GRADE SEPARATION	\$4,339.91	
45318	09/08/2016	NOGALES GRADE SEPARATION	\$3,701.92	
45319	09/08/2016	MISC GRADE SEPARATION STUDIES	\$398.03	
45320	09/08/2016	VALLEY BLVD IMPROVEMENTS	\$790.23	
64740	09/22/2016	COMFORT SYSTEMS USA	\$7,343.18	
	Invoice	Date	Description	Amount
	251755	08/29/2016	A/C MAINT-EL ENCANTO	\$1,973.83
	251757	08/29/2016	CHILLER #2 LEAK REPAIR-EL ENCANTO	\$5,369.35
64741	09/22/2016	CORELOGIC INFORMATION	\$192.50	

**CITY OF INDUSTRY
WELLS FARGO BANK
September 22, 2016**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	81719351	08/31/2016	GEOGRAPHIC PKG-AUG 2016	\$192.50
64742	09/22/2016		COUNTY OF LA DEPT OF PUBLIC	\$41,601.05
	Invoice	Date	Description	Amount
	PW-16081101150	08/16/2016	FAIRWAY GRADE SEPARATION	\$3,470.37
	PW-16081101083	08/16/2016	PAVEMENT PATCHING	\$1,485.91
	PW-16081101081	08/16/2016	STREET MAINT/INSPECTION	\$3,933.68
	PW-16081101384	08/16/2016	TRAFFIC SIGNAL MAINT	\$18,836.46
	PW-16081101102	08/16/2016	EMERGENCY CALL-PUBLIC WORKS ROAD SVC	\$1,166.71
	PW-16081101091	08/16/2016	PUMP HOUSE MAINT	\$10,258.45
	PW-16081101071	08/16/2016	RELOCATION OF STORM DRAIN	\$123.15
	PW-16081101092	08/16/2016	PUMP HOUSE MAINT	\$736.25
	PW-16081101080	08/16/2016	INSPECTION OF SIDEWALKS	\$779.01
	PW-16081101082	08/16/2016	LITTER/DEBRIS REMOVAL	\$811.06
64743	09/22/2016		CSMFO	\$40.00
	Invoice	Date	Description	Amount
	170965	09/07/2016	MEETING ON 9/21/16-S. AVALOS	\$40.00
64744	09/22/2016		DAKOTA BACKFLOW CO.	\$465.00
	Invoice	Date	Description	Amount
	39423	08/31/2016	REPAIR-2500 PELLISIER PL	\$265.00
	39484	09/02/2016	ANNUAL TESTING-EL ENCANTO	\$200.00
64745	09/22/2016		DELL BUSINESS CREDIT	\$175.94
	Invoice	Date	Description	Amount
	9/4-9/8/16	09/08/2016	LATE/FINANCE CHARGES-HOMESTEAD	\$175.94
64746	09/22/2016		DEPT OF TRANSPORTATION	\$24,611.87
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	16003277	12/03/2015	COOP 07-4832 FOR OCT 2015	\$18,864.00
	16004886	02/05/2016	COOP 07-4832 FOR NOV 2015	\$5,747.87
64747	09/22/2016		DIRECTV - FOR BUSINESS	\$7.99
	Invoice	Date	Description	Amount
	29364566092	08/31/2016	RSN FEE	\$7.99
64748	09/22/2016		EASYLINK SERVICES	\$56.34
	Invoice	Date	Description	Amount
	07634191609	09/03/2016	FAX SVC-AUG 2016	\$56.34
64749	09/22/2016		EGOSCUE LAW GROUP	\$2,212.50
	Invoice	Date	Description	Amount
	11380	09/06/2016	LEGAL SVC-FOLLOW'S CAMP	\$2,212.50
64750	09/22/2016		ERNEST MILLER	\$705.93
	Invoice	Date	Description	Amount
	PPEM1	09/07/2016	WORKSHOP ON 9/3-9/4/16-HOMESTEAD	\$705.93
64751	09/22/2016		RANCHO LA MERCED PROVISIONS	\$300.00
	Invoice	Date	Description	Amount
	PPEM3	09/08/2016	DEPOSIT-PRESENTATION AT HOMESTEAD ON	\$300.00
64752	09/22/2016		RANCHO LA MERCED PROVISIONS	\$900.00
	Invoice	Date	Description	Amount
	PPEM4	09/08/2016	BALANCE DUE-PRESENTATION AT HOMESTEAD ON	\$900.00
64753	09/22/2016		FRAZER, LLP	\$60,310.00
	Invoice	Date	Description	Amount
	145123	08/31/2016	COI-PROF SVC FOR AUG 2016	\$28,775.00
	144963	08/31/2016	COI-ACCTG SVC 8/16-8/31/16	\$31,535.00

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
64754	09/22/2016		GT1 COLLISION REPAIR, INC.	\$1,540.72
	Invoice	Date	Description	Amount
	515691	09/08/2016	REPAIR OF VEHICLE #61-CROWN VICTORIA	\$1,540.72
64755	09/22/2016		HADDICK'S AUTO BODY	\$40.00
	Invoice	Date	Description	Amount
	H-75277	08/31/2016	TOWING SVC-LIC 1198606	\$40.00
64756	09/22/2016		HDL COREN & CONE	\$4,017.01
	Invoice	Date	Description	Amount
	0023149-IN	08/22/2016	AUDIT SVC-PROPERTY TAX	\$4,017.01
64757	09/22/2016		HOME DEPOT CREDIT SERVICE	\$22.87
	Invoice	Date	Description	Amount
	8051692	09/07/2016	MISC SUPPLIES-IMC	\$22.87
64758	09/22/2016		HUNDLEY, LEONARD	\$1,700.00
	Invoice	Date	Description	Amount
	PPLH1	09/08/2016	FEE-FIRST AID SVC AT HOMESTEAD FESTIVAL	\$1,700.00
64759	09/22/2016		INDUSTRY MANUFACTURERS	\$450.00
	Invoice	Date	Description	Amount
	16-6263332211	09/01/2016	MEMBERSHIP 9/1/16-8/31/17	\$450.00
64760	09/22/2016		INDUSTRY SECURITY SERVICES	\$39,530.97
	Invoice	Date	Description	Amount
	14-18630	09/02/2016	VEHICLE FUEL-TRES HERMANOS	\$695.00
	14-18626	09/02/2016	SECURITY SVC-TRES HERMANOS	\$2,187.12
	14-18615	09/02/2016	SECURITY SVC 8/26-9/1/16	\$16,698.82
	14-18684	09/09/2016	SECURITY SVC 9/2-9/8/16	\$17,594.59

**CITY OF INDUSTRY
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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	14-18695	09/09/2016	SECURITY SVC-TRES HERMANOS	\$2,355.44
64761	09/22/2016		INTERNATIONAL LINE BUILDERS	\$1,213.72
	Invoice	Date	Description	Amount
	796901	08/22/2016	ELECTRICAL SVC-EAST END DEV	\$1,213.72
64762	09/22/2016		INTERTIE	\$8,643.93
	Invoice	Date	Description	Amount
	1703	08/11/2016	ENERGY CONSULTING	\$8,643.93
64763	09/22/2016		JANUS PEST MANAGEMENT	\$580.00
	Invoice	Date	Description	Amount
	180503	09/01/2016	PEST SVC-HOMESTEAD SEP 2016	\$580.00
64764	09/22/2016		KLEIN, JANET	\$707.50
	Invoice	Date	Description	Amount
	PPJK1	09/08/2016	DEPOSIT-PERFORMER AT HOMESTEAD FESTIVAL	\$707.50
64765	09/22/2016		KLEIN, JANET	\$2,122.50
	Invoice	Date	Description	Amount
	PPJK2	09/08/2016	BALANCE DUE-PERFORMER AT HOMESTEAD	\$2,122.50
64766	09/22/2016		L A COUNTY SHERIFF'S	\$761,863.84
	Invoice	Date	Description	Amount
	170385NH	08/24/2016	SPECIAL EVENT-DIRECTED PATROL	\$22,857.00
	170525NH	09/09/2016	HELICOPTER SVC-JUL 2016	\$178.22
	170337NH	09/08/2016	SHERIFF CONTRACT-AUG 2016	\$738,828.62
64767	09/22/2016		LA PUENTE VALLEY COUNTY	\$27,109.01
	Invoice	Date	Description	Amount
	2017-00000237	08/22/2016	06/21-08/22/16 SVC - VALLEY BLVD (IRRI)	\$131.44

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Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
2017-00000238	08/22/2016	06/21-08/22/16 SVC - PARRIOTT & DON JULIAN RD (I)	\$137.11
2017-00000239	08/22/2016	06/21-08/22/16 SVC - DON JULIAN RD	\$894.55
2017-00000240	08/22/2016	06/21-08/22/16 SVC - 15414 DON JULIAN RD	\$141.01
2017-00000241	08/22/2016	06/21-08/22/16 SVC - 220 HACIENDA BLVD (IRRI)	\$398.41
2017-00000242	08/22/2016	06/21-08/22/16 SVC - STAFFORD ST (IRRI)	\$710.41
2017-00000243	08/22/2016	06/21-08/22/16 SVC - HUDSON AVE (IRRI)	\$634.36
2017-00000244	08/22/2016	06/21-08/22/16 SVC - 211 HACIENDA BLVD (IRRI)	\$213.34
2017-00000245	08/22/2016	06/21-08/22/16 SVC - HACIENDA & STAFFORD (IRR)	\$412.06
2017-00000246	08/22/2016	06/21-08/22/16 SVC - HACIENDA & STAFFORD (I)	\$322.36
2017-00000247	08/22/2016	06/21-08/22/16 SVC - 285 HACIENDA BLVD (IRRI)	\$80.74
2017-00000248	08/22/2016	06/21-08/22/16 SVC - 15522 NELSON AVE	\$94.39
2017-00000249	08/22/2016	06/21-08/22/16 SVC - STAFFORD & OLD VALLEY (I)	\$835.21
2017-00000250	08/22/2016	06/21-08/22/16 SVC - RAUSCH RD (IRRI)	\$694.99
2017-00000251	08/22/2016	06/21-08/22/16 SVC - RAUSCH RD (IRRI)	\$636.49
2017-00000252	08/22/2016	06/21-08/22/16 SVC - ALONG RAILROAD TRACK (I)	\$618.76
2017-00000253	08/22/2016	06/21-08/22/16 SVC - PROCTOR & EL ENCANTO (I)	\$318.46
2017-00000254	08/22/2016	06/21-08/22/16 SVC - HACIENDA BLVD (IRRI)	\$78.79
2017-00000255	08/22/2016	06/21-08/22/16 SVC - 15625 STAFFORD ST	\$340.09
2017-00000256	08/22/2016	06/21-08/22/16 SVC - 15625 STAFFORD ST	\$63.19
2017-00000257	08/22/2016	06/21-08/22/16 SVC - 15660 STAFFORD ST	\$271.66
2017-00000258	08/22/2016	06/21-08/22/16 SVC - 15414 DON JULIAN RD	\$455.29
2017-00000259	08/22/2016	06/21-08/22/16 SVC - 15415 DON JULIAN RD (IRRI)	\$1,692.15
2017-00000260	08/22/2016	06/21-08/22/16 SVC - 15415 DON JULIAN RD (IRRI)	\$4,121.85
2017-00000261	08/22/2016	06/21-08/22/16 SVC - 1 AZUSA WAY (IRRI)	\$1,081.96
2017-00000262	08/22/2016	06/21-08/22/16 SVC - 15414 DON JULIAN RD (IRRI)	\$1,043.86
2017-00000263	08/22/2016	06/21-08/22/16 SVC - NELSON AVE (IRRI)	\$1,993.51
2017-00000264	08/22/2016	06/21-08/22/16 SVC - SOTRO ST (IRRI)	\$1,406.56
2017-00000265	08/22/2016	06/21-08/22/16 SVC - 15651 STAFFORD ST	\$2,633.11
2017-00000266	08/22/2016	06/21-08/22/16 SVC - 15414 DON JULIAN RD (IRRI)	\$1,248.61
2017-00000267	08/22/2016	06/21-08/22/16 SVC - 201 STAFFORD ST (IRRI)	\$3,404.29

**CITY OF INDUSTRY
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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
64768	09/22/2016		LANG, HANSEN, O'MALLEY &	\$25,000.00
	Invoice	Date	Description	Amount
	5722	09/06/2016	LEGISLATIVE SVC-SEP 2016	\$25,000.00
64769	09/22/2016		LEIGHTON CONSULTING INC	\$9,900.00
	Invoice	Date	Description	Amount
	23823	08/15/2016	GEOTECHNICAL SVC-FAURE AVE	\$9,900.00
64770	09/22/2016		LOCKS PLUS	\$982.48
	Invoice	Date	Description	Amount
	33042	09/01/2016	RE-KEY LOCKS-15660 STAFFORD ST	\$982.48
64771	09/22/2016		LOS ANGELES COUNTY FLOOD	\$98,446.41
	Invoice	Date	Description	Amount
	DI170000004	08/29/2016	BILLING #3-UPPER SAN GABRIEL RIVER	\$98,446.41
64772	09/22/2016		LOS ANGELES TIMES	\$288.00
	Invoice	Date	Description	Amount
	10007162114	08/22/2016	SUBSCRIPTION THRU 3/6/17-HOMESTEAD	\$288.00
64773	09/22/2016		MERRITT'S ACE HARDWARE	\$61.43
	Invoice	Date	Description	Amount
	093696	08/12/2016	MISC SUPPLIES-HOMESTEAD	\$15.44
	093697	08/12/2016	MISC SUPPLIES-HOMESTEAD	\$2.42
	093864	08/22/2016	MISC SUPPLIES-HOMESTEAD	\$43.57
64774	09/22/2016		METHOD TECHNOLOGIES	\$143.75
	Invoice	Date	Description	Amount
	33636	08/29/2016	UPDATE CITY WEBSITE	\$143.75
64775	09/22/2016		MISAC	\$160.00

**CITY OF INDUSTRY
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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	300001714	08/30/2016	DUES RENEWAL 2016-2017	\$160.00
64776	09/22/2016		MORA, DEAN	\$800.00
	Invoice	Date	Description	Amount
	PPDM1	09/08/2016	DEPOSIT-PERFORMER AT HOMESTEAD FESTIVAL	\$800.00
64777	09/22/2016		MORA, DEAN	\$2,400.00
	Invoice	Date	Description	Amount
	PPDM2	09/08/2016	BALANCE DUE-PERFORMER AT HOMESTEAD	\$2,400.00
64778	09/22/2016		MORTILLA, MICHAEL D.	\$1,100.00
	Invoice	Date	Description	Amount
	PPMM1	09/08/2016	FEE-PERFORMER AT HOMESTEAD FESTIVAL	\$1,100.00
64779	09/22/2016		MORTILLA, MICHAEL D.	\$600.00
	Invoice	Date	Description	Amount
	PPMM2	09/08/2016	FEE-NOSFERATU PERFORMANCE ON 10/8/16	\$600.00
64780	09/22/2016		MOUNTAIN VIEW SCHOOL DISTRICT	\$100.00
	Invoice	Date	Description	Amount
	JTTTLE1	09/08/2016	BUS FUNDING STIPEND-HOMESTEAD	\$100.00
64781	09/22/2016		NELSON, WALTER	\$540.00
	Invoice	Date	Description	Amount
	PPWN1	09/08/2016	FEE-PERFORMER AT HOMESTEAD FESTIVAL	\$540.00
64782	09/22/2016		NELSON, WALTER	\$500.00
	Invoice	Date	Description	Amount
	PPWN2	09/08/2016	FEE-TOURS AT HOMESTEAD	\$500.00

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
64783	09/22/2016		PALMER, JOHNNY ACE	\$500.00
	Invoice	Date	Description	Amount
	PPJP1	09/08/2016	DEPOSIT-PERFORMER AT HOMESTEAD FESTIVAL	\$500.00
64784	09/22/2016		PALMER, JOHNNY ACE	\$500.00
	Invoice	Date	Description	Amount
	PPJP2	09/08/2016	BALANCE DUE-PERFORMER AT HOMESTEAD	\$500.00
64785	09/22/2016		PITNEY BOWES, INC.	\$110.30
	Invoice	Date	Description	Amount
	3100435155	08/31/2016	POSTAGE MACHINE-SEP 2016	\$110.30
64786	09/22/2016		ProcureIT USA, LLC	\$4,396.36
	Invoice	Date	Description	Amount
	PIT19327	08/30/2016	COMPUTER EQUIPMENT-IPUC RELOCATION	\$4,396.36
64787	09/22/2016		R.F. DICKSON CO., INC.	\$17,131.51
	Invoice	Date	Description	Amount
	2508129	08/31/2016	STREET AND PARKING LOT SWEEPING	\$17,131.51
64788	09/22/2016		RICOH USA, INC.	\$38.03
	Invoice	Date	Description	Amount
	5044334092	09/04/2016	METER READING-CODE ENFORCEMENT COPIER	\$38.03
64789	09/22/2016		RICOH USA, INC.	\$288.89
	Invoice	Date	Description	Amount
	51286911	08/20/2016	COPIER LEASE-CODE ENFORCEMENT	\$288.89
64790	09/22/2016		ROBINSON'S FLOWERS	\$174.35
	Invoice	Date	Description	Amount
	2648	09/02/2016	FLOWERS AND DELIVERY	\$174.35

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
64791	09/22/2016		SA TO THE IUDA - PROJECT 1	\$25,417.00
	Invoice	Date	Description	Amount
	SEP 2016	09/12/2016	REIMBURSE FOR PUENTE HILLS MAZDA RENT-SEP	\$25,417.00
64792	09/22/2016		SAN GABRIEL VALLEY NEWSPAPER	\$912.00
	Invoice	Date	Description	Amount
	0000283222	08/31/2016	MONTHLY ADVERTISING-HOMESTEAD	\$912.00
64793	09/22/2016		SATSUMA LANDSCAPE & MAINT.	\$128,374.48
	Invoice	Date	Description	Amount
	0816CH-1	08/30/2016	LANDSCAPE SVC-VARIOUS AGENCY SITES	\$24,104.66
	0816EC	08/30/2016	LANDSCAPE SVC-EXPO CENTER	\$16,368.63
	0816TA	08/30/2016	LANDSCAPE SVC-TEMPLE AND AZUSA	\$35,837.59
	0816XROADS	08/30/2016	LANDSCAPE SVC-CROSSROADS PKY NORTH &	\$25,473.36
	0816CH	08/30/2016	LANDSCAPE SVC-CIVIC FINANCIAL CENTER	\$26,590.24
64794	09/22/2016		SC FUELS	\$19,833.38
	Invoice	Date	Description	Amount
	3135322	08/24/2016	FUEL FOR PUMPS AT INDUSTRY HILLS	\$19,833.38
64795	09/22/2016		SLOPER, THOMAS A.	\$250.00
	Invoice	Date	Description	Amount
	PPTS1	09/08/2016	FEE-PERFORMER AT HOMESTEAD FESTIVAL	\$250.00
64796	09/22/2016		SO CAL INDUSTRIES	\$84.90
	Invoice	Date	Description	Amount
	238865	08/24/2016	RR RENTAL-TONNER CYN/57 FWY	\$84.90
64797	09/22/2016		SQUARE ROOT GOLF &	\$169,035.46
	Invoice	Date	Description	Amount

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	1242H	08/30/2016	LANDSCAPE SVC-VARIOUS CITY SITES	\$137,472.17
	1241ELHM	08/30/2016	LANDSCAPE SVC-HOMESTEAD	\$17,045.56
	1240ELHM	08/30/2016	LANDSCAPE SVC-EL ENCANTO	\$6,484.00
	1239ELHM	08/30/2016	LANDSCAPE SVC-VARIOUS CITY SITES	\$8,033.73
64798	09/22/2016		STAPLES BUSINESS ADVANTAGE	\$849.03
	Invoice	Date	Description	Amount
	8040753260	08/27/2016	OFFICE SUPPLIES	\$601.39
	8040640536	08/20/2016	OFFICE SUPPLIES	\$247.64
64799	09/22/2016		STATE OF CALIFORNIA DEPT OF	\$294.00
	Invoice	Date	Description	Amount
	189144	09/06/2016	FINGERPRINT SVC-AUG 2016	\$294.00
64800	09/22/2016		SULLY MILLER CONTRACTING	\$292,907.56
	Invoice	Date	Description	Amount
	#1CITY-1421	09/01/2016	VALLEY BLVD RECONSTRUCTION	\$308,323.75
64801	09/22/2016		TAKE MY PICTURE, INC.	\$510.00
	Invoice	Date	Description	Amount
	PPGL1	09/08/2016	FEE-PHOTOGRAPHIC SVC AT HOMESTEAD	\$510.00
64802	09/22/2016		TELEPACIFIC COMMUNICATIONS	\$5,873.71
	Invoice	Date	Description	Amount
	81870346-0	08/31/2016	INTERNET SVC-HOMESTEAD FOR SEP 2016	\$911.88
	81929419-0	08/31/2016	INTERNET SVC FOR SEP 2016-CITY HALL/METRO	\$4,961.83
64803	09/22/2016		TRIBUNE DIRECT MARKETING, LLC	\$3,767.97
	Invoice	Date	Description	Amount
	64320	08/25/2016	CALENDAR BROCHURE-HOMESTEAD	\$3,767.97

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
64804	09/22/2016		TRIMARK ASSOCIATES, INC.	\$1,726.67
	Invoice	Date	Description	Amount
	EB1100K	09/01/2016	MAINT SVC-METRO SOLAR	\$1,726.67
64805	09/22/2016		U.S. BANK	\$1,500.00
	Invoice	Date	Description	Amount
	4388363	08/25/2016	COI-ADMIN FEES FOR 2009B GO REF BOND	\$1,500.00
64806	09/22/2016		UNDERGROUND SERVICE ALERT OF	\$24.00
	Invoice	Date	Description	Amount
	820160156	09/01/2016	DIG ALERTS	\$24.00
64807	09/22/2016		UNITED SITE SERVICES OF	\$2,882.36
	Invoice	Date	Description	Amount
	0-963798	09/08/2016	RR RENTAL-HOMESTEAD FESTIVAL	\$2,882.36
64808	09/22/2016		VANGUARD CLEANING SYSTEMS,	\$925.00
	Invoice	Date	Description	Amount
	27570	09/01/2016	JANITORIAL SVC-HOMESTEAD	\$925.00
64809	09/22/2016		VO, MIEN	\$375.00
	Invoice	Date	Description	Amount
	PPHH1	09/08/2016	DEPOSIT-PERFORMER AT HOMESTEAD FESTIVAL	\$375.00
64810	09/22/2016		VO, MIEN	\$1,125.00
	Invoice	Date	Description	Amount
	PPHH2	09/08/2016	BALANCE DUE-PERFORMER AT HOMESTEAD	\$1,125.00
64811	09/22/2016		WASTE SYSTEMS TECHNOLOGY,	\$21,642.34
	Invoice	Date	Description	Amount
	16-1020	09/06/2016	COMMERCIAL WASTE PROGRAM	\$21,642.34

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
64812	09/22/2016		WEATHERITE SERVICE	\$859.00
	Invoice	Date	Description	Amount
	L167911	08/02/2016	A/C MAINT-IMC BLDG FOR JUL 2016	\$416.00
	L167986	08/10/2016	A/C MAINT-IMC BLDG FOR AUG 2016	\$164.00
	L167918	08/02/2016	A/C MAINT-IMC BLDG FOR FUEL CHARGE	\$279.00
64813	09/22/2016		WELLS CAPITAL MANAGEMENT,	\$8,431.27
	Invoice	Date	Description	Amount
	10629009	08/25/2016	MGMT OF FUNDS 7/1-9/30/16	\$8,431.27
64814	09/22/2016		WEST COAST ARBORISTS, INC.	\$200.00
	Invoice	Date	Description	Amount
	I-2586	08/30/2016	TREE RISK ASSESSMENT-EL ENCANTO	\$200.00
64815	09/22/2016		WHITCOMB, IAN TIMOTHY	\$262.50
	Invoice	Date	Description	Amount
	PPIW1	09/08/2016	DEPOSIT-PERFORMER AT HOMESTEAD FESTIVAL	\$262.50
64816	09/22/2016		WHITCOMB, IAN TIMOTHY	\$787.50
	Invoice	Date	Description	Amount
	PPIW2	09/08/2016	BALANCE DUE-PERFORMER AT HOMESTEAD	\$787.50

Checks	Status	Count	Transaction Amount
	Total	108	\$2,829,796.42

CITY COUNCIL

ITEM NO. 7.2

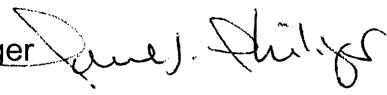


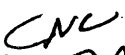

CITY OF INDUSTRY

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

MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Paul J. Philips, City Manager 

Staff: Clement N. Calvillo, City Engineer, CNC Engineering 
Joshua Nelson, Deputy City Engineer, CNC Engineering 

Date: September 22, 2016

SUBJECT: Consideration to Lease 27.06 Acre Feet of Groundwater from the Puente Basin to Royal Vista Golf Club in Fiscal Year 2015-2016 (MP 02-15 #6)

Background:

Royal Vista Golf Club located in Walnut, California, has exceeded their pumping allotment for fiscal year 2015-2016. The Royal Vista Golf Club could negotiate with any of the producers (Walnut Valley Water District, Rowland Water District, or the City of Industry) to use their excess rights. However, in order to not start a bidding war, the three producers have proposed that all three producers split the excess pumping three ways and charge 90% of Metropolitan Water District's replacement water cost (\$594/AF) or \$534.60/AF. This maintains the per acre-foot cost that reflects replacement water costs that water purveyors pay in other local basins. The City currently has an annual allocation of at least 300 acre-feet and recently we haven't used all our allocation so this 27.06 acre-feet will come out of our carry over and won't materially affect us.

Fiscal Impact:

The fiscal impact associated with the lease of 27.06 AF of water to Royal Vista Golf Club in fiscal year 2015-2016 at a rate of \$534.60/AF has a water fund revenue impact of \$14,466.28.

Recommended Action:

Staff recommends the City lease the Royal Vista Golf Club 27.06 AF of groundwater rights.

PJP:CC:JN:af

CITY COUNCIL

ITEM NO. 7.3



CITY OF INDUSTRY

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

MEMORANDUM

To: Honorable Mayor and Members of the City Council

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

Staff: Alex Gonzalez, Director of Development Services and Administration *AG*
Troy Helling, Senior Planner *TH*
Kristen Weger, Administrative Analyst *KW*

Date: September 22, 2016

SUBJECT: Consideration of Amendment No. 1 to Professional Services Agreement for Michael Baker International, Inc., for Planning Support and Consulting Services in an amount not to exceed \$320,000 from February 23, 2016 – February 23, 2017

On February 23, 2016, the City Council approved a Professional Services Agreement with Michael Baker International, Inc., ("MBI") for planning support and consulting services. MBI currently provides the City with contracted City Planner staff support that provides peer review of environmental studies, staff and front counter support, Environmental Impact Reports ("EIR") and development project reviews.

Upon the execution of the original agreement, it was intended that MBI would provide peer review of environmental documents, however MBI has temporarily taken on environmental work for multiple large projects as the City completed the rollout and testing of the PlanetBids procurement website. PlanetBids is now operational, and there is currently a Request for Qualifications for Planning Services which will allow MBI to complete its intended purpose as staff support and peer review for environmental documents, as opposed to creation of environmental documents for CEQA compliance. As a result of this additional workload, it is necessary to amend the City's professional services agreement with MBI as their billings have reached the limit of the original agreement. Much of the additional environmental work that MBI has undertaken will be reimbursed through cost recovery agreements with developers, so the net fiscal effect to the City's planning budget will be neutral once developers reimburse the City, however it is necessary to amend the contract to provide proper authorization as MBI's total billings will eclipse the original agreement's dollar amount.

Amendment No. 1 to the Professional Services Agreement is to provide an additional appropriation of \$120,000 in funding so that MBI can continue providing planning support and consulting services to the City.

Fiscal Impact

The fiscal year 2016-2017 adopted budget included funding for planning support and consulting services under General Fund – Planning – Professional Services (account no. 100-521-5120-01) in the amount of \$315,000. An additional appropriation of \$5,000 is required to cover the total cost of the Professional Services Agreement and Amendment No. 1 to the Professional Services Agreement which is for an amount not to exceed \$320,000. The additional costs of this amendment will be captured through cost recovery agreements with developers.

Table 1 – Planning Support and Consulting Services Summary

Professional Services Agreement	\$200,000
Amendment No. 1 to Professional Services Agreement	\$120,000
Total	\$320,000

Recommendation

1. Staff recommends that Amendment No. 1 to the Professional Services Agreement be approved so that MBI can continue providing planning support and consulting services to the City of Industry; and
2. City Council approve an appropriation of \$5,000 to General Fund – Planning – Professional Services (account no. 100-521-5120-01) to cover the total cost of Amendment No. 1 to the Professional Services Agreement.

Exhibits

- A. Professional Services Agreement with Michael Baker International, Inc., dated February 23, 2016
- B. Amendment No. 1 to Professional Services Agreement with Michael Baker International, Inc., dated September 22, 2016

PJP/AG/TH:kw

EXHIBIT A

Professional Services Agreement with Michael Baker International, Inc.,
dated February 23, 2016

[Attached]

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of February 23, 2016 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Michael Baker International, Inc., a Pennsylvania corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than February 23, 2017, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

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

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

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

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

3. MANAGEMENT

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

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Two Hundred Thousand dollars (\$200,000) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

5. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

6. OWNERSHIP OF DOCUMENTS

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

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

right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the services under this Agreement. All reports, documents, or other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City. Any reuse by City of any such materials on any project other than the project which is the subject of this Agreement without Consultant's prior written consent shall be at the sole risk of City and City agrees to indemnify and hold harmless Consultant from all costs, losses, and expenses, including legal fees, incurred as a result of any such use by City.

(c) City acknowledges that as part of performing the Services, Consultant personnel may utilize, develop and/or modify proprietary software, methodologies compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties which have been originated or developed by the personnel of Consultant or its affiliates or by third parties under contract to Consultant to develop same, or which has been purchased by, or licensed to, Consultant (collectively, "Consultant Proprietary Intellectual Property"). City agrees that Consultant Proprietary Intellectual Property is the sole property of Consultant (or its licensor) and that Consultant (or its licensor) will at all times retain sole and exclusive title to and ownership thereof. Notwithstanding the foregoing, all work product shall be the property of the City, and shall be transferred to the City upon termination of this Agreement, or as sooner requested by the City.

City agrees that any additions, enhancements, improvements or other modifications to Consultant Proprietary Intellectual Property developed, acquired or first conceived or reduced to practice by Consultant personnel or any third party on behalf of Consultant, whether in conjunction with performing the services or work under this Agreement or otherwise ("Consultant Enhancements") shall be the sole property of, and ownership shall vest in Consultant (or its licensor). City agrees to take all reasonably necessary actions to assure the conveyance of all rights, title and interest in, to and under any Consultant Enhancements, including copyright, to Consultant (or its licensor). The cost of conveying such rights shall be at Consultant's expense. Notwithstanding the foregoing, all work product shall be the property of the City, and shall be transferred to the City upon termination of this Agreement, or as sooner requested by the City.

Consultant grants to City a non-exclusive, royalty-free, perpetual license to use the Consultant Proprietary Intellectual Property and the Consultant Enhancements to the extent necessary to allow the City to use any the records and information produced, or generated as part of the services performed under this Agreement.

7. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

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

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

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultants exclusive

direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.

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

(c) City agrees that it shall not, during the term of this Agreement, nor for a period of one year after termination, solicit for employment, hire or retain, whether as an employee or independent contractor, any person working under this Agreement, who is or has been employed by Consultant.

10. LEGAL RESPONSIBILITIES

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

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

14. NOTICES

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

To City:	City of Industry 15625 E. Stafford, Suite 100 City of Industry, CA 91744 Attention: City Manager
With a Copy To:	James M. Casso, City Attorney P.O. Box 4131 West Covina, CA 91791
To Consultant:	Michael Baker International, Inc. 14725 Alton Parkway Irvine, CA 92618 Attention: Michael Tylman, Office Executive

15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

17. ENTIRE AGREEMENT

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

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

24. FORCE MAJUERE

In no event shall either City or Consultant have any claim or right against the other for any failure of performance where such failure of performance is caused by or is the result of causes beyond the reasonable control of the other party due to any occurrence commonly known as a "force majeure," including, but not limited to: acts of God; fire, flood, or other natural catastrophe; acts of any governmental body; labor dispute or shortage; national emergency; insurrection; riot; or war.

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

"CITY"
City of Industry

"CONSULTANT"
Michael Baker International, Inc.

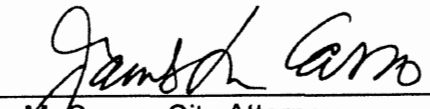
By: 
Paul Phillips, City Manager

By: 
Michael A. Tylman, Office Executive

Attest:

By: 
Cecelia Dunlap, Deputy City Clerk

Approved as to form:

By: 
James M. Casso, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

- Processing administrative and discretionary land use entitlement applications
- Supporting the Planning Commission
- Overseeing the preparation of Planning Commission agendas
- Preparing and presenting Planning Commission and City Council staff reports
- Providing support for the City's various Authorities
- Preparing public notices, as required
- Providing assistance at the Planning Department's public counter, as needed
- Directing and training administrative support staff in performing various municipal planning functions
- Preparing CEQA documentation for projects, as applicable
- Coordinating any advance planning work being performed by other planning consultants
- Representing the City at meetings of regional planning agencies, such as SCAG and the San Gabriel Valley Council of Governments, as necessary
- Preparing ordinances and otherwise maintaining and updating the Municipal Code, as necessary
- Performing other related duties, as assigned by City staff

EXHIBIT B

RATE SCHEDULE

Senior Planner: \$120 / hour

Associate Planner: \$100 / hour

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for

nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

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

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

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

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

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

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

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

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

EXHIBIT B

Amendment No. 1 to Professional Services Agreement
with Michael Baker International, Inc., dated September 22, 2016

[Attached]

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT**

This Amendment No. 1 to the Professional Services Agreement (“Agreement”), is made and entered into this 22nd day of September, 2016, (“Effective Date”) by and between the City of Industry, a California municipal corporation (“City”) and Michael Baker International, Inc., a Pennsylvania corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about February 23, 2016, the City Council, approved a Professional Services Agreement with Michael Baker International, Inc., to provide planning support services; and

WHEREAS, on or about February 23, 2016, the Agreement was entered into and executed between the City and Consultant to perform planning support and consulting services for the City; and

WHEREAS, the Parties desire to amend the Agreement to increase the compensation of the Agreement by \$120,000, to allow Consultant to continue assisting the City with planning support and consulting services; and

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

AMENDMENT

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

Section 1. Term

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than February 23, 2017, unless sooner terminated pursuant to the provisions of this Agreement.

Section 4. Payment

The second sentence of Section 4(a) is hereby amended to read in its entirety as follows:

This amount shall not exceed Three Hundred Twenty Thousand Dollars (\$320,000) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

Exhibit A Scope of Services

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

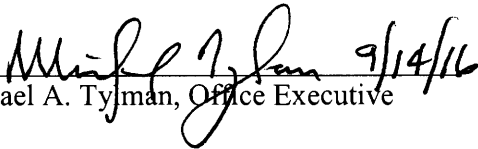
IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 to the

Agreement as of the Effective Date.

“CITY”
City of Industry

By: _____
Paul Philips, City Manager

“CONSULTANT”
Michael Baker International, Inc.

By:  9/14/16
Michael A. Tyman, Office Executive

Attest:

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

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

CITY COUNCIL

ITEM NO. 7.4



CITY OF INDUSTRY

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

MEMORANDUM

To: Honorable Mayor and Members of the City Council

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

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

Date: September 22, 2016

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

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

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

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

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

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

Fiscal Impact

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

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

Exhibits

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

PJP/AG:kw

EXHIBIT A

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

[Attached]

CITY OF INDUSTRY

AGREEMENT FOR ENGINEERING SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

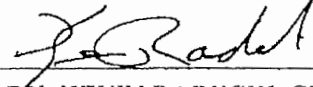
17. Errors and Omissions Insurance. At all times throughout the Term of this Agreement, Engineer shall carry, maintain, and keep in full force and effect at least \$2,000,000.00 in errors and omissions insurance policy covering the services provided by Engineer under this Agreement. Said policy or policies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

21. Notices. Written notice to either party as required by this Agreement shall be sent by first class mail delivery, and shall be deemed received on the third business day following deposit in the United States mail, postage prepaid, addressed to the parties as follows:
- To The CITY: Industry City Hall
 15625 E. Stafford St., Suite 100
 City of Industry, CA 91744
- To The Engineer: 255 North Hacienda Blvd., Suite 222
 City of Industry, CA 91744
22. California Law. This Agreement is made in the State of California and shall be interpreted and enforced and all questions arising hereunder shall be resolved and adjudicated in accordance with the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Los Angeles County Superior Court. Approval by the CITY or its agencies or commissions which may be desired or required under this Agreement shall not be effective for any purpose whatsoever, and shall not be binding upon either party hereto, unless said approval is in writing and signed by an authorized representative of the CITY or its agencies or commissions.
23. Attorney Fees. If any action at law or in equity, including an action for declaratory relief is brought to enforce or interpret the provisions of this Agreement, or for damages for the breach of any provision therefore, the prevailing party shall be entitled to reasonable attorney's fees which may be set by the Court, or in a separate action brought for the purpose, in addition to any other relief to which that party may be entitled.
24. Conflicts of Interest. Engineer agrees not to accept any employment or representation during the term of this Agreement or within twelve (12) months after completion of the work under this Agreement which is or may likely make Engineer "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decisions made by CITY on any matter in connection with which Engineer has been retained pursuant to this Agreement.
25. Entire Agreement. This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between CITY and Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended, or provisions or breach may be waived, only by subsequent written agreement signed by both parties.
26. Construction. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not

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

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

CITY OF INDUSTRY:

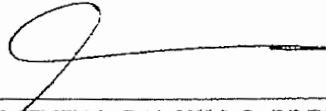


BY: KEVIN RADECKI, CITY MANAGER

JUNE 23, 2011

DATE

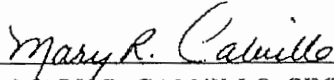
ENGINEER:



BY: CLEMENT N. CALVILLO, PRESIDENT
CNC ENGINEERING

JUNE 23, 2011

DATE



BY: MARY R. CALVILLO, SECRETARY

JUNE 23, 2011

DATE

STANDARD FEE SCHEDULE
FOR PROFESSIONAL SERVICES
 Effective July 1, 2011

Civil Engineering Services

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

Field Survey, Inspection Services and Homeland Security

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

Direct Project Expenses

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

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

EXHIBIT B

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

[Attached]

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

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

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until September 22, 2017, unless sooner terminated pursuant to the provisions of this Agreement. Notwithstanding the foregoing, the City, and Agency, at their sole and exclusive option, may grant two one (1) year extensions to this Agreement.

2. SERVICES

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

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

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

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

limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). No officer or employee of City/Agency shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City/Agency. If Consultant was an employee, agent, appointee, or official of the City/Agency in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, and Consultant will be required to reimburse the City/Agency for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

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

3. MANAGEMENT

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

4. PAYMENT

(a) The City/Agency agree to pay Consultant bi-monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks.

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

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

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

5. LABOR CODE AND PREVAILING WAGES

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

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

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

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

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

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

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

7. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City/Agency that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City/Agency or its designees at reasonable times to review such books and records; shall give City/Agency the right to examine and audit said books and

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

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

8. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

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

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

9. INSURANCE

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

10. INDEPENDENT CONSULTANT

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

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

11. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its

service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City/Agency, and their officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

12. UNDUE INFLUENCE

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

13. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

(b) Consultant shall promptly notify City/Agency should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the City/Agency of such Discovery, court order or subpoena. City/Agency retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City/Agency is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City/Agency and to provide the opportunity to review any response to discovery requests provided by Consultant. However,

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

15. NOTICES

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

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

16. ASSIGNMENT

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

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

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the City/Agency for the performance of its subconsultant as it would be if Consultant had performed the Services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the City/Agency and any

subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall indemnify, defend and hold harmless the Indemnified Parties for any claims arising from, or related to, the services performed by a subconsultant under this Agreement.

17. GOVERNING LAW/ATTORNEYS' FEES

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

18. ENTIRE AGREEMENT

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

19. SEVERABILITY

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

20. COUNTERPARTS

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

21. CAPTIONS

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

22. WAIVER

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

23. REMEDIES

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

24. AUTHORITY TO EXECUTE THIS AGREEMENT

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

(SIGNATURES ON FOLLOWING PAGE)

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

“CITY”
City of Industry

By: _____
Paul Philips, City Manager

“CONSULTANT”
C & C Engineering, Inc.

By: _____
Clement N. Calvillo, President

By: Mary R. Calvillo
Mary R. Calvillo, Secretary

Attest:

By: _____
Diane Schlichting, Chief Deputy City Clerk

Approved as to form:

By: _____
James M. Casso, City Attorney

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

By: _____
Paul Philips, Executive Director

Attest:

By: _____
Diane Schlichting, Assistant Secretary

Approved as to form:

By: _____
James M. Casso, Agency General Counsel

Attachments:

- Exhibit A** **Scope of Services**
- Exhibit B** **Rate Schedule**
- Exhibit C** **Insurance Requirements**

EXHIBIT A

SCOPE OF SERVICES

Consultant shall:

1. General Engineering and Project Management

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

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

2. Development Review

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

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

3. Traffic Engineering

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

4. Construction Inspection

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

5. Testing

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

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

6. Federally Funded Projects

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

- Administrative Requirement for Grants and Cooperative Agreements to State and Local Governments; and
- F. Comply with CFR Title 49, Part 29, Debarment and Suspension of Certificate, refer to Exhibit 12-E "Debarment and Suspension Certificate" in Chapter 12 of the Caltrans Local Assistance Manual.

7. Provision of Services

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

EXHIBIT B

RATE SCHEDULE

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

EXHIBIT C

INSURANCE REQUIREMENTS

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

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000.00 per occurrence, \$5,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY COUNCIL

ITEM NO. 7.5



CITY OF INDUSTRY

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

MEMORANDUM

To: Honorable Mayor and Members of the City Council

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

Staff: Alex Gonzalez, Director of Development Services and Administration *AG*
Troy Helling, Senior Planner *TH*
Kristen Weger, Administrative Analyst

Date: September 22, 2016

SUBJECT: Consideration of a Legal Services Agreement with Dapeer, Rosenblit and Litvak, LLP for Code Enforcement Legal Services

The creation of the Development Services Department initiated a review of the services provided to businesses by the City, and the City's operational capabilities in regards to communication with businesses and the legal exposure that the City faces in regard to regulations imposed by outside agencies. It has been determined by City staff that based on the volume of code enforcement cases, the complexity of those cases, the training and communication skills of the existing code enforcement contracted staff in comparison to the multilingual business community, and possible changes in the State regulatory environment related to the sale and distribution of controlled substances, the City would be well served in procuring the services of an experienced Code Enforcement legal team which could train and guide Code Enforcement staff, and ensure that the City Attorney receives complete and solid documentation on any Code Enforcement cases that may be considered for prosecution. The introduction of a Code Enforcement attorney would also guarantee that the City Attorney is the primary representative of the City Council in any Code Enforcement appeals that may be heard in front of the City Council, which provides a level of coordination and support to the City Attorney to improve the Code Enforcement appeals process.

Fiscal Impact

The fiscal year 2016-2017 adopted budget included funding for legal services support for Code Enforcement under General Fund – Field Operations and Asset Management – Legal Services (account no. 100-527-5120-02) in the amount of \$175,000.

It is recommended, that City Council adopt this program and authorize the City Manager and City Attorney to execute a Legal Services Agreement with Dapeer, Rosenblit and Litvak, LLP.

PJP/AG/TH:kw

CITY COUNCIL

ITEM NO. 7.6

RESOLUTION NO. CC 2016-66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
INDUSTRY RESCINDING RESOLUTION NO. CC 2014-31, AND
ADOPTING AN AMENDED CONFLICT OF INTEREST CODE

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

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

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

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

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

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

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

SECTION 2. Resolution No. CC 2014-31 is hereby rescinded, and all conflict of interest codes previously adopted for City departments and commissions are hereby superseded and of no further force and effect.

SECTION 3. The City Council hereby adopts the City of Industry Conflict of Interest Code, attached hereto as Attachment A, and incorporated herein by reference. Notwithstanding the foregoing, in the event Resolution No. CC 2016-65, which adopts salary schedules for City employees is not adopted, and/or does not include the positions of “Director of Finance” and/or “Finance Manager”, the position of “Director of Finance” shall be revised to read “Controller”, and the position of “Finance Manager” shall be removed from Attachment A.

SECTION 4. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any

person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 5. 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 this 22nd day of September, 2016, by the following vote:

AYES: COUNCIL MEMBER:

NOES: COUNCIL MEMBER:

ABSTAIN: COUNCIL MEMBER:

ABSENT: COUNCIL MEMBER:

Mark D. Radecki, Mayor

ATTEST:

Diane M. Schlichting, Chief Deputy City Clerk

Attachment "A"

Conflict of Interest Code for the City of Industry

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

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

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

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

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

- Members of City Council
- Members of the Planning Commission
- City Manager
- City Attorney
- City Treasurer
- Director of Finance*
- Financial Consultants*

* Pursuant to 2 California Code of Regulations Section 18753(d), City officials, other than the City Treasurer, who manage public investments are directed to file original disclosure statements with the City Clerk.

Conflict of Interest Code

Exhibit A

DESIGNATED OFFICIALS AND EMPLOYEES

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

<u>Designated Officials and Employees</u>	<u>Disclosure Categories</u>
Director of Development Services and Administration.....	1, 2, 3
Human Resources Director.....	1, 3
Finance Manager.....	1, 2, 3
Utility Administrator.....	1, 2, 3
City Clerk.....	1, 2, 3
Chief Deputy City Clerk.....	1, 2, 3
Deputy City Clerk.....	1, 2, 3
Deputy City Treasurer.....	1, 2, 3
Executive Assistant to the City Manager.....	1, 2, 3
Assistant City Attorney.....	1, 2, 3
Deputy City Attorney.....	1, 2, 3
Senior Planner.....	1, 2, 3
Planning Assistant.....	1, 2, 3
Field Operations and Asset Superintendent.....	1, 2, 3
Administrative Analyst.....	1, 2, 3
Consultants.....	1, 2, 3
Members of all City Commissions, Boards, and Committees Not Otherwise Required to File Conflict of Interest Statements.....	1, 2, 3

Conflict of Interest Code

Exhibit B

CATEGORIES OF REPORTABLE ECONOMIC INTERESTS

Designated Persons in Category “1” Must Report:

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

Designated Persons in Category “2” Must Report:

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

Designated Persons in Category “3” Must Report:

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

Exception:

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

CITY COUNCIL

ITEM NO. 8.1



CITY OF INDUSTRY

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

MEMORANDUM

TO: Honorable Mayor and Council Members

FROM: Paul J. Philips, City Manager

STAFF: Susan Paragas, City Controller

DATE: September 22, 2016

SUBJECT: Consider Resolution CC 2016-64 of the City Council of the City of Industry, California, Authorizing the Restructuring of the Finance Department with New Classifications and Job Descriptions for Accounting and Finance Operational Needs; and Resolution CC 2016-65 of the City Council of the City of Industry, California Adopting Salary Range Schedules for City Employees and Officers for Fiscal Year 2016-2017 from September 22, 2016 through June 30, 2017, and Repealing Resolution Numbers CC 2016-52 and CC 2016-56

BACKGROUND

At the meeting of June 23, 2016, the City Council approved the investigation and development of a plan to restructure the Finance Department ("Finance") to comply with the concerns raised by the January 28, 2016 State Controller's Office ("SCO") report and the City of Industry's ("City") independent auditor's report on the City's internal control and related matters. The reports identified several weaknesses in the City's accounting and financial management controls regarding oversight of functions in financial analysis, procurement, accounts payable and payroll.

Below are the major findings of the SCO report:

- inappropriate review of contracts and the delivery of services and goods;
- deficiency in internal controls regarding the review and approvals of invoices;
- lack of records concerning employee time worked;
- inadequate review of salary paid; and
- poor segregation of duties that could increase the risk of errors and fraud.

Similarly, the City's independent auditor, the Pun Group, identified weaknesses in the City's internal controls over financial reporting and compliance regarding the following:

- contract management;
- post-employment benefit evaluation;
- outstanding loan tracking and monitoring;
- adherence to accounting policies and procedures;
- purchasing process and issuance of purchase orders; and
- payroll review and process.

The City Manager immediately took steps to help address the SCO findings and improve City operations by hiring two executive positions: a Director of Development Services and Administration and a City Controller. The City continues to focus on implementing best practices, taking into consideration the SCO's and the Pun Group's recommendations.

DISCUSSION

To address and resolve the issues identified in the reports of the SCO and the Pun Group regarding the City's contracted accounting and financial operations, it is recommended that the City restructure Finance by adding staff positions to improve its direct control of operations in the following critical processes:

- reviewing of documents such as contracts, invoices and time-keeping;
- tracking of contracts, projects and loans;
- acquiring appropriate authorizations;
- ensuring proper segregation of duties; and
- safeguarding public funds.

For several years, the City has out-sourced its accounting and finance functions to an accounting firm, Frazer, LLP. However, to increase the City's oversight and control of its accounting and financial operations, it is recommended that new positions, listed in Exhibit A, attached to Resolution Number CC 2016-XX, be added to the current City staffing level to enhance the efforts in implementing the control measures. Therefore, it is recommended that seven (7) new positions be added in Finance. The positions and their primary duties are summarized below.

Furthermore, because departments will be made more accountable for their budgets, processing of their purchase orders and invoices, and increased documentation requirements by Finance, it is recommended that two (2) Administrative Technician

positions be approved: one (1) for the Administrative Services Department (“Administrative Services”) and one (1) for the Development Services Department (“Development Services”) to ensure increased fiscal accountability citywide.

In addition to the requested positions, it is recommended that the title of “City Controller” be reclassified to “Director of Finance” in order to be comparable to the titles and duties in other cities. The Director of Finance job title is the industry standard recognized in the field to outside agencies.

These new positions will expand the City’s close management and execution of the best practices in governmental accounting and finance, most especially, with internal controls.

Proposed Organizational Restructure

Reclassification of City Controller to Director of Finance:

- Director of Finance
 - Plans, organizes, manages, and provides administrative direction and oversight to personnel in the functions and activities of Finance; directs and administers the fiscal operations and activities of the City; coordinates assigned activities with other City department officials, outside agencies and the public; provides highly responsible and complex professional assistance to the City Manager.

The following new positions, with the summary of job duties, are recommended for Finance:

- Finance Manager
 - The role of the Finance Manager will be to lead the day-to-day financial operations of the City under the direction of the Director of Finance. In addition, this position’s responsibilities will include the preparation and development of the City’s annual budgets, audit processes, debt management, specialized reporting; assists in the administration of activities related to the City’s risk management; administers the procurement process; and related work as required.
- Accountant
 - The role of the Accountant, under direction, is to perform professional accounting work including auditing, analyzing and verifying fiscal records and reports, preparing financial and statistical reports; providing information to City staff regarding accounting practices and procedures; reconciling general ledger accounts; assisting in preparing the City’s annual budgets;

preparing year-end audit reports and schedules; and related work as required.

- Financial Analyst

- The role of the Financial Analyst, under direction, is to monitor and review departmental projects and programs for compliance with funding requirements, billing, journal entries, and required reporting; assist in the financial projections and budgets of projects and grants; contract administration related to finance; liaison to grant agencies, auditors and external personnel; tracking and monitoring of loans; coordinate complex financial issues with City staff; responsible for City's fixed asset accounting and reconciliation; assist in the development of the City's annual budgets; reconcile bank accounts; and related work as required.

- Accounting Technicians (2)

- (1) The primary role of one of two Accounting Technicians, under direction, is the responsibility and maintenance of the City's accounts payable system, and includes data entry, record keeping, filing, comprehensive record review; make independent decisions based on standard procedures; preparation of financial and statistical records and reports; reconciling bank statements; providing customer service to both City departments and outside agencies and vendors; and related work as required.
- (2) The primary role of the second Accounting Technician, under direction, is the responsibility and maintenance of the City's payroll system and includes data entry, record keeping, filing, comprehensive record review; making independent decisions based on standard procedures; preparing tax returns and other reporting documentation related to payroll matters; prepares warrant requests for payments related to payroll costs; reconciles bank statements; providing customer service to both City departments and outside agencies; and related work as required.

- Administrative Technician

- The primary role of the Administrative Technician, under direction, is the responsibility and maintenance of the City's accounts receivable system and includes data entry, record keeping, filing, comprehensive record review; make independent decisions based on standard procedures; prepare reports as needed; responsible for administrative duties such as answering phones, office inventory, coordination of public records requests, records retention and department calendar; and related work as required.

- Senior Information Technology Analyst
 - The primary role of the Senior Information Technology Analyst, under direction, is to perform a variety of responsible professional, administrative, analytical and technical duties related to performing installation, maintenance, and operation of Information Technology hardware, software and network communications services, including telephone systems, audio-visual systems; perform work related to technology dependency especially as the City increases staffing needs such as the management of website content, network storage, desktop computers, mobile tablets, financial systems and software applications.

The following new position is recommended for Administrative Services:

- Administrative Technician
 - The primary role of this position, under direction, is responsibility for tracking of budgets, projects, and grants; assistance with special projects and other administrative duties in the Administrative Services; request purchase orders; assist in accounts payable and accounts receivable processes for the department; and various administrative and technical duties as assigned to support the department.

The following new position is recommended for Development Services:

- Administrative Technician
 - The primary role of this position, under direction, is responsibility for tracking of budgets, projects, and grants; assistance with special projects and other administrative duties in the Development Services; request purchase orders; assist in accounts payable and accounts receivable processes for the department; and various administrative and technical duties as assigned to support the department.

Exhibit A, attached to Resolution CC 2016-xx, reflects the proposed salary schedule with the additions of the new positions. The City's HR consultant firm surveyed surrounding cities to review finance department organizational structures, job descriptions, duties, and salaries from nine (9) surrounding cities.

Detailed job classifications with descriptions and duties of the new positions are being finalized with the Human Resources ("HR") division. These positions will be at-will. It is

requested that the City Council authorize the City Manager to approve the final job classifications for the new positions. Once approved, the City will commence competitive recruitments for these positions.

The restructuring of Finance, by hiring in-house staff, provides greater cost control that results in an estimated annual net savings of \$696,000. The savings include the cost for the two Administrative Technician positions in Administrative Services and Development Services. Finance, however, will continue to need certain professional services from Frazer, LLP such as bond management and issues regarding the Successor Agency to the Industry Urban-Development Agency during fiscal year (FY) 2016-2017 and is anticipated that Finance will be self-sufficient by the end of FY 2017-2018. These duties will be allocated between the Director of Finance and the Finance Manager. Additional savings will be gained once the Finance department is fully functional.

In summary, this new structure and functional assignments address the accounting and financial management issues identified in the SCO and auditor reports, improves oversight and provides appropriate staffing levels while producing operational controls, efficiencies and cost savings to the City. The proposed restructuring will improve the City's current and future accounting and finance operations needs and challenges.

FISCAL IMPACT:

The restructuring of the Finance Department will provide a savings of an estimated \$696,000 to the City.

RECOMMENDED ACTION:

Staff recommends that the City Council take the following actions:

1. Approve Resolution CC 2016-64: Authorizing the Restructuring of the Finance Department with New Classifications and Job Descriptions for Accounting and Finance Operational needs; and
2. Approve Resolution CC 2016-65: Adopting Salary Range Schedules for City Employees and Officers for Fiscal Year 2016-2017 from September 22, 2016 through June 30, 2017, and Repealing Resolution Numbers CC 2016-52 and CC 2016-56.

ATTACHMENTS:

1. Resolution No. CC 2016-64: Approval of the City Council of the City of Industry, California, Authorizing the Restructuring of the Finance Department with New Classifications and Job Descriptions
2. Resolution No. CC 2016-65: Approval of the City Council of the City of Industry, California, Adopting Salary Range Schedules for City Employees and Officers for FY 2016-2017

RESOLUTION NO. CC 2016-65

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, RESCINDING RESOLUTION NUMBERS CC 2016-52 AND CC 2016-56 AND ADOPTING SALARY RANGE SCHEDULES FOR CITY EMPLOYEES AND OFFICERS FOR FISCAL YEAR 2016-2017 FROM SEPTEMBER 5, 2016 THROUGH JUNE 30, 2017

WHEREAS, the City Council has determined that it is necessary to adopt a Resolution specifying provisions relating to compensation; and

WHEREAS, the City Council desires to clarify and adopt compensation for employees and officers from September 22, 2016 to June 30, 2017 in line with a proposed Finance Department reorganization; and

WHEREAS, the City Council desires to rescind all provisions of Resolutions No. CC 2016-52 and CC 2016-56 in their entirety and all previous resolutions of the City Council that may be or actually are in conflict with this resolution effective September 5, 2016; and

WHEREAS, the City Council, to reflect current and future personnel needs, has directed City staff to complete a class and compensation study for review and approval no later than March of 2017.

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

SECTION 1: Findings. The City Council finds as follows:

- A. The above findings are true and correct and are incorporated herein by reference.
- B. The City Council is authorized under Government Code Section 36506 to establish salary ranges for City employees and appointed and elected officers.
- C. The City has followed all legal prerequisites prior to the adoption of this resolution.

SECTION 2: The City Council hereby rescinds Resolution Nos. CC 2016-52 and 2016-56, in their entirety. All prior Salary Range resolutions are superseded by this Resolution.

SECTION 3. Adoption of Salary Schedules. The City Council hereby approves the City of Industry Salary Range Schedules for Fiscal Year 2016-2017 from September 5, 2016 through June 30, 2017, attached hereto as Exhibit A, and incorporated herein by reference, effective September 5, 2016.

SECTION 4: Public Review. The City of Industry Salary Range Schedule will be promptly made available for public review during normal business hours upon request. A copy of this Salary Range Schedule will be retained pursuant to the City's policy for records retention.

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

SECTION 6. 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 regular meeting held on September 22, 2016 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Mark D. Radecki, Mayor

ATTEST:

Diane Schlichting, Chief Deputy City Clerk

EXHIBIT A

SALARY RANGE SCHEDULE

CITY OF INDUSTRY

FY 2016-2017

Dates Effective: September 22, 2016 to June 30, 2017

<u>CATEGORY</u>	<u>POSITION</u>	<u>SALARY RANGE</u>	
Administrative Services A	Accounting Technician	\$20.81 - \$25.30	Hourly* <i>(\$50,109 - \$60,907 annually)</i>
	Administrative Technician	\$20.81 - \$25.30	Hourly* <i>(\$50,109 - \$60,907 annually)</i>
	Executive Secretary	\$50,000 - \$75,000	Annually
	Receptionist	\$42,000 - \$62,000	Annually
Administrative Services B	Accountant	\$68,788 - \$83,612	Annually
	Administrative Analyst	\$63,000 - \$88,000	Annually
	Financial Analyst	\$22.94 - \$27.89	Hourly* <i>(\$58,007 - \$70,508 annually)</i>
	Human Resources Assistant	\$53,000 - \$78,000	Annually
	Planning Assistant	\$53,000 - \$78,000	Annually
	Senior Information Technology Analyst	\$79,631 - \$96,792	Annually
Administrative Services C	Deputy City Treasurer	\$73,000 - \$115,000	Annually
	Executive Assistant to the City Manager	\$73,000 - \$115,000	Annually
	Field Operations and Asset Superintendent	\$73,000 - \$125,000	Annually
	Finance Manager	\$96,792 - \$117,651	Annually
	Senior Planner	\$73,000 - \$125,000	Annually
	Executive Staff	Chief Deputy City Clerk	\$105,000 - \$115,000
City Clerk		\$105,000 - \$115,000	Annually
City Controller[#]		\$115,000 - \$225,000	Annually
Director of Finance		\$115,000 - \$225,000	Annually
City Manager ⁺		\$275,000	Annually
City Treasurer		\$115,000 - \$195,000	Annually
Director of Development Services and Administration		\$115,000 - \$195,000	Annually
Human Resources Director		\$105,000 - \$170,000	Annually
Utility Administrator		\$115,000 - \$195,000	Annually
Planning Commission		Board Member	\$600 - \$700
Civic-Recreational-Industrial-Authority	Board Member	\$600 - \$700	Monthly Stipend
City Council/IPUC Board/Successor Agency	Councilmember/Board member	\$2,177.00	Monthly Stipend ^Δ

* Non-Exempt Status

City Controller reclassified to Director of Finance

+ Contract Employment Position

Δ Includes service on City Council, IPUC Board and Successor Agency.

CITY COUNCIL

ITEM NO. 8.2

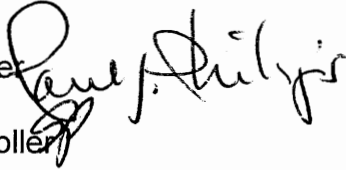


CITY OF INDUSTRY

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

MEMORANDUM

TO: Honorable Mayor and Council Members

FROM: Paul J. Philips, City Manager 

STAFF: Susan Paragas, City Controller

DATE: September 22, 2016

SUBJECT: Consider Resolution CC 2016-64 of the City Council of the City of Industry, California, Authorizing the Restructuring of the Finance Department with New Classifications and Job Descriptions for Accounting and Finance Operational Needs; and Resolution CC 2016-65 of the City Council of the City of Industry, California Adopting Salary Range Schedules for City Employees and Officers for Fiscal Year 2016-2017 from September 22, 2016 through June 30, 2017, and Repealing Resolution Numbers CC 2016-52 and CC 2016-56

BACKGROUND

At the meeting of June 23, 2016, the City Council approved the investigation and development of a plan to restructure the Finance Department ("Finance") to comply with the concerns raised by the January 28, 2016 State Controller's Office ("SCO") report and the City of Industry's ("City") independent auditor's report on the City's internal control and related matters. The reports identified several weaknesses in the City's accounting and financial management controls regarding oversight of functions in financial analysis, procurement, accounts payable and payroll.

Below are the major findings of the SCO report:

- inappropriate review of contracts and the delivery of services and goods;
- deficiency in internal controls regarding the review and approvals of invoices;
- lack of records concerning employee time worked;
- inadequate review of salary paid; and
- poor segregation of duties that could increase the risk of errors and fraud.

Similarly, the City's independent auditor, the Pun Group, identified weaknesses in the City's internal controls over financial reporting and compliance regarding the following:

- contract management;
- post-employment benefit evaluation;
- outstanding loan tracking and monitoring;
- adherence to accounting policies and procedures;
- purchasing process and issuance of purchase orders; and
- payroll review and process.

The City Manager immediately took steps to help address the SCO findings and improve City operations by hiring two executive positions: a Director of Development Services and Administration and a City Controller. The City continues to focus on implementing best practices, taking into consideration the SCO's and the Pun Group's recommendations.

DISCUSSION

To address and resolve the issues identified in the reports of the SCO and the Pun Group regarding the City's contracted accounting and financial operations, it is recommended that the City restructure Finance by adding staff positions to improve its direct control of operations in the following critical processes:

- reviewing of documents such as contracts, invoices and time-keeping;
- tracking of contracts, projects and loans;
- acquiring appropriate authorizations;
- ensuring proper segregation of duties; and
- safeguarding public funds.

For several years, the City has out-sourced its accounting and finance functions to an accounting firm, Frazer, LLP. However, to increase the City's oversight and control of its accounting and financial operations, it is recommended that new positions, listed in Exhibit A, attached to Resolution Number CC 2016-XX, be added to the current City staffing level to enhance the efforts in implementing the control measures. Therefore, it is recommended that seven (7) new positions be added in Finance. The positions and their primary duties are summarized below.

Furthermore, because departments will be made more accountable for their budgets, processing of their purchase orders and invoices, and increased documentation requirements by Finance, it is recommended that two (2) Administrative Technician

positions be approved: one (1) for the Administrative Services Department (“Administrative Services”) and one (1) for the Development Services Department (“Development Services”) to ensure increased fiscal accountability citywide.

In addition to the requested positions, it is recommended that the title of “City Controller” be reclassified to “Director of Finance” in order to be comparable to the titles and duties in other cities. The Director of Finance job title is the industry standard recognized in the field to outside agencies.

These new positions will expand the City’s close management and execution of the best practices in governmental accounting and finance, most especially, with internal controls.

Proposed Organizational Restructure

Reclassification of City Controller to Director of Finance:

- Director of Finance
 - Plans, organizes, manages, and provides administrative direction and oversight to personnel in the functions and activities of Finance; directs and administers the fiscal operations and activities of the City; coordinates assigned activities with other City department officials, outside agencies and the public; provides highly responsible and complex professional assistance to the City Manager.

The following new positions, with the summary of job duties, are recommended for Finance:

- Finance Manager
 - The role of the Finance Manager will be to lead the day-to-day financial operations of the City under the direction of the Director of Finance. In addition, this position’s responsibilities will include the preparation and development of the City’s annual budgets, audit processes, debt management, specialized reporting; assists in the administration of activities related to the City’s risk management; administers the procurement process; and related work as required.
- Accountant
 - The role of the Accountant, under direction, is to perform professional accounting work including auditing, analyzing and verifying fiscal records and reports, preparing financial and statistical reports; providing information to City staff regarding accounting practices and procedures; reconciling general ledger accounts; assisting in preparing the City’s annual budgets;

preparing year-end audit reports and schedules; and related work as required.

- Financial Analyst

- The role of the Financial Analyst, under direction, is to monitor and review departmental projects and programs for compliance with funding requirements, billing, journal entries, and required reporting; assist in the financial projections and budgets of projects and grants; contract administration related to finance; liaison to grant agencies, auditors and external personnel; tracking and monitoring of loans; coordinate complex financial issues with City staff; responsible for City's fixed asset accounting and reconciliation; assist in the development of the City's annual budgets; reconcile bank accounts; and related work as required.

- Accounting Technicians (2)

- (1) The primary role of one of two Accounting Technicians, under direction, is the responsibility and maintenance of the City's accounts payable system, and includes data entry, record keeping, filing, comprehensive record review; make independent decisions based on standard procedures; preparation of financial and statistical records and reports; reconciling bank statements; providing customer service to both City departments and outside agencies and vendors; and related work as required.
- (2) The primary role of the second Accounting Technician, under direction, is the responsibility and maintenance of the City's payroll system and includes data entry, record keeping, filing, comprehensive record review; making independent decisions based on standard procedures; preparing tax returns and other reporting documentation related to payroll matters; prepares warrant requests for payments related to payroll costs; reconciles bank statements; providing customer service to both City departments and outside agencies; and related work as required.

- Administrative Technician

- The primary role of the Administrative Technician, under direction, is the responsibility and maintenance of the City's accounts receivable system and includes data entry, record keeping, filing, comprehensive record review; make independent decisions based on standard procedures; prepare reports as needed; responsible for administrative duties such as answering phones, office inventory, coordination of public records requests, records retention and department calendar; and related work as required.

- Senior Information Technology Analyst
 - The primary role of the Senior Information Technology Analyst, under direction, is to perform a variety of responsible professional, administrative, analytical and technical duties related to performing installation, maintenance, and operation of Information Technology hardware, software and network communications services, including telephone systems, audio-visual systems; perform work related to technology dependency especially as the City increases staffing needs such as the management of website content, network storage, desktop computers, mobile tablets, financial systems and software applications.

The following new position is recommended for Administrative Services:

- Administrative Technician
 - The primary role of this position, under direction, is responsibility for tracking of budgets, projects, and grants; assistance with special projects and other administrative duties in the Administrative Services; request purchase orders; assist in accounts payable and accounts receivable processes for the department; and various administrative and technical duties as assigned to support the department.

The following new position is recommended for Development Services:

- Administrative Technician
 - The primary role of this position, under direction, is responsibility for tracking of budgets, projects, and grants; assistance with special projects and other administrative duties in the Development Services; request purchase orders; assist in accounts payable and accounts receivable processes for the department; and various administrative and technical duties as assigned to support the department.

Exhibit A, attached to Resolution CC 2016-xx, reflects the proposed salary schedule with the additions of the new positions. The City's HR consultant firm surveyed surrounding cities to review finance department organizational structures, job descriptions, duties, and salaries from nine (9) surrounding cities.

Detailed job classifications with descriptions and duties of the new positions are being finalized with the Human Resources ("HR") division. These positions will be at-will. It is

requested that the City Council authorize the City Manager to approve the final job classifications for the new positions. Once approved, the City will commence competitive recruitments for these positions.

The restructuring of Finance, by hiring in-house staff, provides greater cost control that results in an estimated annual net savings of \$696,000. The savings include the cost for the two Administrative Technician positions in Administrative Services and Development Services. Finance, however, will continue to need certain professional services from Frazer, LLP such as bond management and issues regarding the Successor Agency to the Industry Urban-Development Agency during fiscal year (FY) 2016-2017 and is anticipated that Finance will be self-sufficient by the end of FY 2017-2018. These duties will be allocated between the Director of Finance and the Finance Manager. Additional savings will be gained once the Finance department is fully functional.

In summary, this new structure and functional assignments address the accounting and financial management issues identified in the SCO and auditor reports, improves oversight and provides appropriate staffing levels while producing operational controls, efficiencies and cost savings to the City. The proposed restructuring will improve the City's current and future accounting and finance operations needs and challenges.

FISCAL IMPACT:

The restructuring of the Finance Department will provide a savings of an estimated \$696,000 to the City.

RECOMMENDED ACTION:

Staff recommends that the City Council take the following actions:

1. Approve Resolution CC 2016-64: Authorizing the Restructuring of the Finance Department with New Classifications and Job Descriptions for Accounting and Finance Operational needs; and
2. Approve Resolution CC 2016-65: Adopting Salary Range Schedules for City Employees and Officers for Fiscal Year 2016-2017 from September 22, 2016 through June 30, 2017, and Repealing Resolution Numbers CC 2016-52 and CC 2016-56.

ATTACHMENTS:

1. Resolution No. CC 2016-64: Approval of the City Council of the City of Industry, California, Authorizing the Restructuring of the Finance Department with New Classifications and Job Descriptions
2. Resolution No. CC 2016-65: Approval of the City Council of the City of Industry, California, Adopting Salary Range Schedules for City Employees and Officers for FY 2016-2017

RESOLUTION NO. CC 2016-64

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AUTHORIZING THE RESTRUCTURING OF THE FINANCE DEPARTMENT WITH NEW CLASSIFICATIONS AND JOB DESCRIPTIONS FOR ACCOUNTING AND FINANCIAL OPERATIONAL NEEDS

WHEREAS, the State Controller's Office ("SCO") report released on January 28, 2016 identified several weaknesses in the City's accounting and financial management controls that primarily lacked oversight of several functions in financial analysis, procurement, accounts payable and payroll; and

WHEREAS, the City's independent auditor, the Pun Group, also released a report on the City's internal control and related matters and cited similar financial management and accounting oversight concerns; and

WHEREAS, in light of both reports being released, the City Manager immediately took steps to help address the SCO findings and improve City operations by hiring two executive positions: a Director of Development and Administration and a City Controller; and

WHEREAS, historically, the City has maintained low in-house staffing levels, and for the last several years, has out-sourced its accounting and finance functions to an outside private firm to perform the day-to-day operations of a finance department; and

WHEREAS, at the City Council meeting held on June 23, 2016, the City Council was informed of a plan to restructure the Finance Department ("Finance") to comply with the concerns raised by the SCO report and Pun Group report; and

WHEREAS, since then, Finance has implemented several changes to its financial practices and accounting procedures, and is continually committed to implementing best practices taking into consideration the SCO's and the Pun Group's recommendations; and

WHEREAS, to continue the City's efforts to fully address and resolve the issues raised in the SCO and Pun Group reports regarding the City's accounting and financial operations, it is recommended that the City restructure its Finance Department by adding seven (7) new, in-house positions in order to: improve its operations, ensure proper segregation of duties, and increase the City's oversight and control of its accounting and financial operations; and

WHEREAS, further, to assist departments to comply with added financial responsibility as required by Finance with regard to accountability of their department budgets, review and processing of invoices, and other documentation requirements, it is recommended that two (2) other administrative positions be added to the Development Services and Administrative Services departments.

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

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

Section 2. The City Council hereby approves the restructuring of the Finance Department and new support positions in other departments and authorizes the addition of nine (9) new positions, new job classifications and job descriptions, hereto attached as Exhibit A, and incorporated herein by reference, subject to the adoption of the new Salary Range Schedule, as set forth in Resolution No. CC 2016-65.

Section 3. The City Council authorizes the City Manager, and/or his designee, to amend the FY 17 Adopted Budget and make the appropriate budget adjustments to each affected department budget.

Section 4. The City Council authorizes the City Manager, and/or his designee, to approve final job classifications and descriptions, and conduct competitive recruitments for all new positions in accordance with the City's personnel procedures.

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

Section 6. The City Clerk shall certify to the adoption of this Resolution, and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on September 22, 2016 by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Mark D. Radecki, Mayor

ATTEST:

Diane Schlichting, Chief Deputy City Clerk

City of Industry

Exhibit A Finance Department Organizational Restructure

Summary of Job Descriptions

1. Reclassification of City Controller to Director of Finance:

- Director of Finance
 - Plans, organizes, manages, and provides administrative direction and oversight to personnel in the functions and activities of Finance; directs and administers the fiscal operations and activities of the City; coordinates assigned activities with other City department officials, outside agencies and the public; provides highly responsible and complex professional assistance to the City Manager.

2. The following new positions, with the summary of job duties, are recommended for Finance:

- Finance Manager
 - The role of the Finance Manager will be to lead the day-to-day financial operations of the City under the direction of the Director of Finance in addition to its responsibilities that include the preparation and development of the City's annual budgets, audit process, debt management, specialized reporting; and assists in the administration of activities related to the City's risk management; administers the procurement process; and related work as required.
- Accountant
 - The role of the Accountant, under direction, is to perform professional accounting work including auditing, analyzing and verifying fiscal records and reports, preparing financial and statistical reports; providing information to City staff regarding accounting practices and procedures; reconciling general ledger accounts; assists in preparing the City's annual budgets; prepares year-end audit reports and schedules; and related work as required.

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- Accounting Technicians (2)

- (1) The primary role of one of two Accounting Technician, under direction, is the responsibility and maintenance of the City's accounts payable system and includes data entry, record keeping, filing, comprehensive record review; make independent decisions based on standard procedures; preparation of financial and statistical records and reports; reconciles bank statements; provides customer service to both City departments and outside agencies and vendors; and related work as required.
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- The primary role of the Administrative Technician, under direction, is the responsibility and maintenance of the City's accounts receivable system and includes data entry, record keeping, filing, comprehensive record review; make independent decisions based on standard procedures; prepare reports as needed; responsible for administrative duties such as answering phones, office inventory, coordination of public

records requests, records retention and department calendar; and related work as required.

- Senior Information Technology Analyst

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3. The following new position is recommended for Administrative Services:

- Administrative Technician

- The primary role of this position, under direction, is responsibility for tracking of budgets, projects, and grants; assistance with special projects and other administrative duties in the Administrative Services; request purchase orders; assist in accounts payable and accounts receivable processes for the department; and various administrative and technical duties as assigned to support the department.

4. The following new position is recommended for Development Services:

- Administrative Technician

- The primary role of this position, under direction, is responsibility for tracking of budgets, projects, and grants; assistance with special projects and other administrative duties in the Development Services; request purchase orders; assist in accounts payable and accounts receivable processes for the department; and various administrative and technical duties as assigned to support the department.

CITY COUNCIL

ITEM NO. 8.3



CITY OF INDUSTRY

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

MEMORANDUM

TO: Honorable Mayor and Members of the Council Members

FROM: Paul J. Philips, City Manager

STAFF: Alex Gonzalez, Director of Development Services and Administration *AG*
Susan Paragas, City Controller *SP*

DATE: September 22, 2016

SUBJECT: Update Regarding Steps to Achieve Compliance with the January 2016 State Controller's City of Industry Review Report

The City Council has committed to providing regular quarterly updates regarding the City's progress towards implementing financial and administrative controls.

Accordingly, the following update is provided for the period from July 2016 through September 2016:

Finance

- The City adopted an interfund loan policy.
- The City approved blanket purchase orders for Fiscal Year 2016-2017.
- A study was completed to consider options for the reorganization of the Finance Department to increase internal and administrative control.

Personnel/Human Resources

- The City elected to be subject to the Public Employees Medical and Hospital Care Act.
- The City implemented a Health Reimbursement Arrangement (HRA) plan that is compliant with the Health Insurance Portability and Accountability Act (HIPAA) and Internal Revenue Code Section 105.
- An analysis of payroll and personnel records was completed for the period of Fiscal Year 2000-2001 through Fiscal Year 2016-2017, and the City Council approved salary schedules for all fiscal years back to the year 2000.

Procurement

- A competitive Request for Qualifications process was completed for contractors working with the Industry Public Utilities Commission, with four updated contracts awarded by the City Council.
- A competitive Request for Proposals has been released for Operations and Maintenance Services at the Solar Energy Facility at the City of Industry Metrolink Station.
- A competitive Request for Qualifications has been released to develop a list of pre-qualified on-call contractors for architecture, engineering, and planning services.

Risk Management

- The City renewed its property and casualty insurance policies and joined the Municipal Insurance Cooperative Joint Powers Authority. Significant changes to insurance coverage included an increase in the City's Commercial Crime Policy Coverage to \$10 million dollars and the introduction of Cyber and Privacy Insurance.

Operations Administration

- The Cartegraph geographic information system to track work orders and field operations costs completed its testing phase and is now live.

It is recommended that the City Council receive and file this quarterly report.

PJP/AG/SP