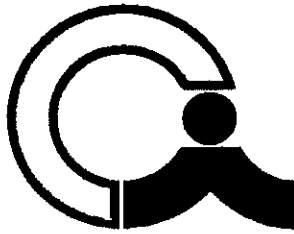


CITY OF INDUSTRY

CITY COUNCIL
REGULAR MEETING AGENDA

FEBRUARY 9, 2017
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.*

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

4. Public Comments

5. **CONSENT CALENDAR**

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

5.1 Consideration of the Register of Demands for January 26, 2017.

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

5.2 Consideration of the Statement of Investment Policy

RECOMMENDED ACTION: Approve as submitted.

6. **ACTION ITEMS**

6.1 Consideration of a Professional Services Agreement with Vision Technology Solutions, LLC, dba VISION for the Redesign, Implementation, Migration, Maintenance, and Support of the City of Industry, Industry Expo Center, and Homestead Museum Websites in an amount not-to-exceed \$138,716.00 from February 9, 2017 to February 9, 2022, with five additional one-year renewal options.

RECOMMENDED ACTION: Approve the Agreement.

6.2 Consideration of a Participant Agreement with the County of Los Angeles for Los Angeles Region-Imagery Acquisition Consortium 5 ("LARIAC5") for 2017 City of Industry Aerial Imagery in an amount not-to-exceed \$34,138.00.

RECOMMENDED ACTION: Approve the Agreement.

6.3 Consideration of the solicitation of bids for Red Curb Markings throughout the City, Project No. 436.

RECOMMENDED ACTION: Authorize staff to solicit bids for red curb markings throughout the City.

6.4 Consideration of a Right-of-Way Agreement between the City of Industry and Verizon Wireless to locate certain facilities at the east side of Hanover Road, approximately 283 feet south of Castleton Street.

RECOMMENDED ACTION: Approve the Agreement.

- 6.5 Consideration of a Memorandum of Understanding between the City of Industry and Successor Agency to the Industry Urban-Development Agency for the Westbound Grand Avenue Off-Ramp to SR-60 Freeway Project.

RECOMMENDED ACTION: Approve the Memorandum of Understanding.

- 6.6 Consideration of Change Order No. 1 in the amount of \$15,710.98 and accept the work performed by Jeff J. Polich, Inc., dba All American Electric and authorize the Chief Deputy City Clerk to file a Notice of Completion for Contract No. 20016-1007 for LED Lighting Upgrade and T-Bar Ceiling Tile Replacement at the City of Industry City Hall Building located at 15625 Stafford Street, City of Industry.

RECOMMENDED ACTION: Appropriate \$18,110.98 in available 2015 Sales Tax Revenue Bond proceeds to LED Lighting and T-Bar Ceiling Tile Replacement – Civic Center Improvements (Account No. 120-716-5205) for Change Order No. 1 and construction management services, approve Change Order No. 1, and direct the Chief Deputy City Clerk to file the Notice of Completion.

- 6.7 Update regarding steps to achieve compliance with the January 2016 State Controller's City of Industry Review Report.

RECOMMENDED ACTION: Receive and file the Report.

7. **CITY COUNCIL COMMITTEE REPORTS**

8. **AB 1234 REPORTS**

9. **CITY COUNCIL COMMUNICATIONS**

10. **CLOSED SESSION**

Conference with real property negotiators pursuant to Government Code Section 54956.8

- 10.1 Property: 14604 Nelson Avenue, City of Industry
City Negotiators: Paul J. Philips, City Manager and
James M. Casso, City Attorney
Negotiating Party: San Gabriel Valley Water Company
Under Negotiation: Price and Terms of Payment

11. Adjournment to Thursday, February 23, 2017 at 9:00 a.m.

CITY COUNCIL

ITEM NO. 5.1

**CITY OF INDUSTRY
AUTHORIZATION FOR PAYMENT OF BILLS
CITY COUNCIL MEETING OF FEBRUARY 9, 2017**

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	2,061,444.28
120	CAPITAL IMPROVEMENT FUND	180,920.34
161	IPUC - ELECTRIC	403,627.13
440	INDUSTRY PUBLIC FACILITY AUTHORITY	1,500.00
TOTAL ALL FUNDS		2,647,491.75

BANK RECAP:

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BANK OF AMERICA - CKING ACCOUNTS	304,060.87
WFBK	WELLS FARGO - CKING ACCOUNT	2,343,430.88
TOTAL ALL BANKS		2,647,491.75

APPROVED PER CITY MANAGER

CITY OF INDUSTRY
BANK OF AMERICA
February 9, 2017

Check	Date		Payee Name	Check Amount
CITYGEN.CHK - City General				
WT1007	12/20/2016		MIDAMERICA ADMINISTRATIVE &	\$76,060.87
	Invoice	Date	Description	Amount
	JAN 2017	12/20/2016	MEDICAL PREMIUM REIMBURSEMENTS	\$76,060.87
WT1008	12/23/2016		MIDAMERICA ADMINISTRATIVE &	\$228,000.00
	Invoice	Date	Description	Amount
	JAN-DEC 2017	12/23/2016	HRA INSTALLMENTS FOR EMPLOYEES/RETIREEES	\$228,000.00

Checks	Status	Count	Transaction Amount
	Total	2	\$304,060.87

**CITY OF INDUSTRY
WELLS FARGO VOIDED CHECK
February 9, 2017**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
65524	01/26/2017		CITY OF INDUSTRY-REFUSE	(\$21,405.61)
	Invoice	Date	Description	Amount
	2698642-A	01/01/2017	DISP SVC-205 HUDSON	(\$184.24)
	2698642-B	01/01/2017	DISP SVC-841 7TH AVE	(\$184.24)
	2698958	01/01/2017	DISP SVC-CITY BUS STOPS	(\$4,376.33)
	2698397	01/01/2017	DISP SVC-TRESA HERMANOS	(\$138.38)
	2698393	01/01/2017	STORAGE BOS FOR RODEO-EXPO CENTER	(\$300.00)
	2698394	01/01/2017	DISP SVC-TONNER CYN (MAINT YD)	(\$658.00)
	2698396	01/01/2017	DISP SVC-TONNER CYN (CAMP COURAGE)	(\$300.00)
	2756941	12/31/2016	DISP SVC-19835 E WALNUT DR	(\$4,413.18)
	2756212	12/31/2016	DISP SVC-CITY HALL DEC 2016	(\$1,249.08)
	2698395	01/01/2017	DISP SVC-CITY HALL JAN 2017	(\$299.47)
	2756211	12/31/2016	DISP SVC-1123 HATCHER	(\$6,915.33)
	2756510	12/31/2016	DISP SVC-16200-5 TEMPLE AVE	(\$1,546.00)
	2756511	12/31/2016	DISP SVC-16224 TEMPLE AVE	(\$841.36)

Check	Status	Count	Transaction Amount
	Total	1	(\$21,405.61)

**CITY OF INDUSTRY
WELLS FARGO BANK
February 9, 2017**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
65591	01/20/2017		CALPINE ENERGY SOLUTIONS, LLC	\$116,501.90
	Invoice	Date	Description	Amount
	170130006674282	01/13/2017	WHOLESALE USE-DEC 2016	\$116,474.87
	170130006668521	01/13/2017	WHOLESALE GAS-DEC 2016	\$27.03
65592	01/20/2017		SHELL ENERGY NORTH AMERICA-	\$83,616.00
	Invoice	Date	Description	Amount
	1735529	01/04/2017	WHOLESALE USE-DEC 2016	\$83,616.00
65593	01/25/2017		SO CALIFORNIA EDISON COMPANY	\$932.00
	Invoice	Date	Description	Amount
	CA# 2-394159966	01/25/2017	TO OBTAIN SCE ENERGY USAGE DATA	\$932.00
65594	01/25/2017		FRONTIER	\$679.41
	Invoice	Date	Description	Amount
	2017-00000840	01/01/2017	1/1/-1/31/17 SVC-21650 VALLEY BLVD	\$50.75
	2017-00000841	01/01/2017	1/1/-1/31/17 SVC-GS 21700 VALLEY BLVD	\$53.43
	2017-00000842	01/04/2017	1/4-2/3/17 SVC-GS 21620 VALLEY BLVD	\$53.43
	2017-00000843	01/04/2017	1/4-2/3/17 SVC-EM 21858 GARCIA LN-ALARM	\$64.02
	2017-00000844	01/07/2017	1/7-2/6/17 SVC-GS 408 BREA CYN RD	\$26.47
	841 7TH-JAN17	01/10/2017	1/10-2/9/17 SVC-841 S SEVENTH	\$99.03
	2017-00000845	01/10/2017	1/10-2/9/17 SVC-EM 21508 BAKER PKY BLDG 22	\$50.75
	2017-00000846	01/10/2017	1/10-2/9/17 SVC-EM 21808 GARCIA LN-ALARM	\$64.02
	2017-00000847	01/10/2017	1/10-2/9/17 SVC-600 BREA CYN RD	\$217.51
65595	01/25/2017		GAS COMPANY, THE	\$2,327.54
	Invoice	Date	Description	Amount
	2017-00000850	01/09/2017	12/02-01/05/17 SVC - 15651 STAFFORD ST	\$361.56
	2017-00000851	01/09/2017	12/03-01/05/17 SVC - 15625 STAFFORD ST APT A	\$410.16
	2017-00000852	01/09/2017	12/03-01/05/17 SVC - 15625 STAFFORD ST APT B	\$955.34
	2017-00000853	01/09/2017	12/03-01/05/17 SVC - 15633 RAUSCH RD	\$540.00

**CITY OF INDUSTRY
WELLS FARGO BANK
February 9, 2017**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2017-00000854	01/10/2017	12/01-01/01/17 SVC - 1 INDUSTRY HILLS PKWY UNIT	\$60.48
65596	01/25/2017		INDUSTRY PUBLIC UTILITY	\$2,168.72
	Invoice	Date	Description	Amount
	2017-00000855	01/17/2017	12/10-01/10/17 SVC - 600 BREA CYN RD	\$2,142.09
	2017-00000856	01/17/2017	12/10-01/10/17 SVC - 370 GRAND AVE SOUTH	\$26.63
65597	01/25/2017		PREMIER DESIGNS AVL	\$2,765.89
	Invoice	Date	Description	Amount
	2358	01/19/2017	SECURITY CAMERAS-CITY HALL	\$2,765.89
65598	01/25/2017		SAN GABRIEL VALLEY WATER CO.	\$163.46
	Invoice	Date	Description	Amount
	2017-00000857	01/17/2017	12/14-01/13/17 SVC - 14329 VALLEY	\$163.46
65599	01/25/2017		SO CALIFORNIA EDISON COMPANY	\$870.95
	Invoice	Date	Description	Amount
	2017-00000858	01/09/2017	12/07-01/06/17 SVC - VARIOUS SITES	\$103.06
	2017-00000859	01/10/2017	12/01-01/01/17 SVC - GALE AVE/L ST	\$34.07
	2017-00000860	01/11/2017	11/14-01/07/17 SVC - VALLEY BLVD U-VARIOUS SITES	\$619.84
	2017-00000861	01/11/2017	12/12-01/10/17 SVC - 575 BALDWIN PARK AVE U	\$60.99
	2017-00000862	01/12/2017	12/13-01/11/17 SVC - 490 7TH U	\$52.99
65600	01/25/2017		SO CALIFORNIA EDISON COMPANY	\$20,642.42
	Invoice	Date	Description	Amount
	7500725934	12/16/2016	11/01-11/30/16 SVC-OLD RANCH RD/MAYO AVE	\$5,623.22
	7500725948	12/16/2016	11/01-11/30/16 SVC-208 S WADDINGHAM WAY	\$3,667.31
	7500725950	12/16/2016	11/01-11/30/16 SVC-745 ANAHEIM-PUENTE RD	\$1,027.46
	7500725957	12/16/2016	11/01-11/30/16 SVC-133 N AZUSA AVE	\$1,860.71
	7500725958	12/16/2016	11/01-11/30/16 SVC-208 S WADDINGHAM WAY	\$8,266.71
	7500726527	12/22/2016	9/1-9/30/16 SVC-RELIABILITY SVC	\$197.01

**CITY OF INDUSTRY
WELLS FARGO BANK
February 9, 2017**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
65601	01/25/2017		VERIZON BUSINESS	\$123.96
	Invoice	Date	Description	Amount
	62801375	01/10/2017	12/01-12/31/16 SVC - VARIOUS SITES	\$123.96
65602	01/25/2017		VERIZON WIRELESS - LA	\$985.88
	Invoice	Date	Description	Amount
	9777719957	12/26/2016	11/27-12/26/16 SVC - VARIOUS WIRELESS SVC	\$985.88
65603	01/25/2017		WALNUT VALLEY WATER DISTRICT	\$3,656.75
	Invoice	Date	Description	Amount
	2518800	01/10/2017	12/01-12/31/2016 SVC - IRR 820 FAIRWAY DR	\$75.73
	2518852	01/10/2017	12/01-12/31/2016 SVC - LEMON AVE N OF CURRIER	\$72.67
	2518886	01/10/2017	12/01-12/31/2016 SVC - BREA CYN RD & OLD RANCH	\$41.70
	2518902	01/10/2017	12/01-12/31/2016 SVC - FERRERO & GRAND EAST	\$519.09
	2518919	01/10/2017	12/01-12/31/2016 SVC - BAKER PKWY METER #1	\$176.94
	2518920	01/10/2017	12/01-12/31/2016 SVC - BAKER PKWY METER #2	\$145.50
	2518926	01/10/2017	12/01-12/31/2016 SVC - GRAND AVE CROSSING	\$73.34
	2518927	01/10/2017	12/01-12/31/2016 SVC - GRAND AVE CROSSING	\$73.34
	2518929	01/10/2017	12/01-12/31/2016 SVC - 22002 VALLEY BLVD	\$206.33
	2518946	01/10/2017	12/01-12/31/2016 SVC - 21350 VALLEY-MEDIAN	\$35.18
	2518947	01/10/2017	12/01-12/31/2016 SVC - GRAND CROSSING EAST	\$40.07
	2518948	01/10/2017	12/01-12/31/2016 SVC - GRAND CROSSING WEST	\$54.74
	2518949	01/10/2017	12/01-12/31/2016 SVC - BAKER PKWY & GRAND N/W	\$1,296.60
	2518956	01/10/2017	12/01-12/31/2016 SVC - E/S GRAND S/O BAKER PKWY	\$129.52
	2518962	01/10/2017	12/01-12/31/2016 SVC - BREA CYN N OF RR TRKS	\$113.41
	2518963	01/10/2017	12/01-12/31/2016 SVC - BREA CYN N OF CURRIER	\$23.76
	2518965	01/10/2017	12/01-12/31/2016 SVC - 60 FWY INTERCHANGE	\$18.87
	2518983	01/10/2017	12/01-12/31/2016 SVC - END OF BAKER PKWY-TEMP	\$457.94
	2519631	01/11/2017	12/02-01/03/17 SVC - PUMP STN N/W CHERYL	\$23.77
	2519651	01/11/2017	12/02-01/03/17 SVC - PUMP STN BREA CYN	\$22.08

**CITY OF INDUSTRY
WELLS FARGO BANK
February 9, 2017**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2519875	01/11/2017	12/02-01/03/17 SVC - NOGALES PUMP STN	\$56.17
65604	01/26/2017		FIDELITY SECURITY LIFE	\$1,233.14
	Invoice	Date	Description	Amount
	1042814	02/01/2017	VISION PREMIUM-FEB 2017	\$1,233.14
65605	01/26/2017		HUMANA INSURANCE COMPANY	\$4,389.61
	Invoice	Date	Description	Amount
	389690317	01/13/2017	DENTAL PREMIUM-FEB 2017	\$4,389.61
65606	01/26/2017		MUTUAL OF OMAHA	\$5,576.49
	Invoice	Date	Description	Amount
	000608878874	02/01/2017	LIFE INSURANCE PREMIUM-FEB 2017	\$5,576.49
65607	01/26/2017		UNUM LIFE INSURANCE COMPANY	\$4,755.92
	Invoice	Date	Description	Amount
	2/1-2/28/17	01/18/2017	LONG TERM CARE PREMIUM-FEB 2017	\$4,755.92
65608	01/30/2017		CITY OF INDUSTRY DISPOSAL CO.	\$550,422.41
	Invoice	Date	Description	Amount
	2757291	01/23/2017	REFUSE SVC 01/01-01/23/17	\$550,422.41
65609	01/30/2017		ALL AMERICAN ELECTRIC	\$79,500.00
	Invoice	Date	Description	Amount
	5687	01/03/2017	LED LIGHTING AND T-BAR CEILING TILE UPGRADES-	\$79,500.00
65610	01/31/2017		AT & T	\$293.84
	Invoice	Date	Description	Amount
	2017-00000863	01/17/2017	1/17-2/16/17 SVC-15000 TONNER CYN RD-TONNER	\$138.57
	2017-00000864	01/17/2017	1/17-2/16/17 SVC-17001 CARBON CYN RD-TONNER	\$155.27

**CITY OF INDUSTRY
WELLS FARGO BANK
February 9, 2017**

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
65611	01/31/2017			CITY OF CHINO HILL UTILITY	\$207.18
	Invoice	Date	Description	Amount	
	2017-00000865	01/18/2017	12/12/16-1/12/17 SVC-1550 RANCHO HILLS DR	\$207.18	
65612	01/31/2017			FRONTIER	\$610.52
	Invoice	Date	Description	Amount	
	2017-00000866	01/10/2017	1/10-2/9/17 SVC-GS-747 S ANAHEIM PUENTE RD	\$144.87	
	2017-00000867	01/16/2017	1/16-2/15/17 SVC-GS-208 OLD RANCH RD	\$53.18	
	2017-00000868	01/10/2017	1/10-2/9/17 SVC-GS-21640 VALLEY BLVD	\$50.75	
	2017-00000869	01/16/2017	1/16-2/15/17 SVC-BREA CYN PUMP STN	\$71.72	
	2017-00000870	01/16/2017	1/16-2/15/17 SVC-PH AUTO PLAZA	\$165.47	
	2017-00000871	01/19/2017	1/19-2/18/17 SVC-21415 BAKER PKY EM	\$55.77	
	2017-00000872	01/19/2017	1/19-2/18/17 SVC-FOLLOW'S CAMP GUARD	\$68.76	
65613	01/31/2017			GAS COMPANY, THE	\$15.29
	Invoice	Date	Description	Amount	
	2017-00000874	01/17/2017	12/13/16-1/13/17 SVC-610 S BREA CYN RD	\$15.29	
65614	01/31/2017			SAN GABRIEL VALLEY WATER CO.	\$275.75
	Invoice	Date	Description	Amount	
	841 7TH-JAN17	01/19/2017	12/16/16-1/18/17 SVC-841 S SEVENTH	\$145.39	
	2017-00000873	01/18/2017	12/15/16-1/17/17 SVC-336 EL ENCANTO	\$130.36	
65615	01/31/2017			SO CALIFORNIA EDISON COMPANY	\$55,407.66
	Invoice	Date	Description	Amount	
	2017-00000875	01/19/2017	12/1-1/1/17 SVC-VARIOUS SITES	\$36,697.50	
	2017-00000876	01/19/2017	12/1-1/1/17 SVC-VARIOUS SITES	\$3,878.47	
	2017-00000877	01/19/2017	11/29-1/17/17 SVC-VARIOUS SITES	\$2,974.69	
	2017-00000878	01/19/2017	11/16-12/16/16 SVC-VARIOUS SITES	\$3,199.76	
	2017-00000880	01/19/2017	12/16/16-1/17/17 SVC- PECK RD S/O PELISIER	\$48.73	
	841 7TH-JAN17	01/19/2017	12/16/16-1/17/17 SVC-841 7TH AVE	\$592.19	

**CITY OF INDUSTRY
WELLS FARGO BANK
February 9, 2017**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2017-00000881	01/19/2017	12/16/16-1/17/17 SVC-VARIOUS SITES	\$96.84
	2017-00000882	01/18/2017	12/16/16-1/17/17 SVC-17635 GALE	\$1,408.31
	2017-00000883	01/18/2017	12/16/16-1/17/17 SVC-1341 FULLERTON RD	\$38.89
	2017-00000885	01/19/2017	12/16/16-1/17/17 SVC-VARIOUS SITES	\$1,358.64
	2017-00000886	01/19/2017	12/16/16-1/17/17 SVC-VARIOUS SITES	\$5,113.64
65616	01/31/2017		SO CALIFORNIA EDISON COMPANY	\$91.56
	Invoice	Date	Description	Amount
	2017-00000879	01/20/2017	12/16/16-1/17/17 SVC-19001 TONNER CYN RD	\$91.56
65617	01/31/2017		SUBURBAN WATER SYSTEMS	\$39.12
	Invoice	Date	Description	Amount
	180050866257	01/23/2017	12/21/16-1/21/17 SVC-205 HUDSON AVE	\$39.12
65618	02/01/2017		CITY OF INDUSTRY-REFUSE	\$16,992.43
	Invoice	Date	Description	Amount
	2698642-A	01/01/2017	DISP SVC-205 HUDSON	\$184.24
	2698642-B	01/01/2017	DISP SVC-841 7TH AVE	\$184.24
	2698958	01/01/2017	DISP SVC-CITY BUS STOPS	\$4,376.33
	2698397	01/01/2017	DISP SVC-TRESA HERMANOS	\$138.38
	2698393	01/01/2017	STORAGE BOS FOR RODEO-EXPO CENTER	\$300.00
	2698394	01/01/2017	DISP SVC-TONNER CYN (MAINT YD)	\$658.00
	2698396	01/01/2017	DISP SVC-TONNER CYN (CAMP COURAGE)	\$300.00
	2756212	12/31/2016	DISP SVC-CITY HALL DEC 2016	\$1,249.08
	2698395	01/01/2017	DISP SVC-CITY HALL JAN 2017	\$299.47
	2756211	12/31/2016	DISP SVC-1123 HATCHER	\$6,915.33
	2756510	12/31/2016	DISP SVC-16200-5 TEMPLE AVE	\$1,546.00
	2756511	12/31/2016	DISP SVC-16224 TEMPLE AVE	\$841.36
65619	02/02/2017		VOIDED- PAPER JAM	\$0.00

**CITY OF INDUSTRY
WELLS FARGO BANK
February 9, 2017**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
65620	02/09/2017		ADVANCED DISCOVERY, INC.	\$1,843.09
	Invoice	Date	Description	Amount
	B200324	12/31/2016	DOCUMENT MGMT SVC-LITIGATION	\$1,843.09
65621	02/09/2017		APPLIED METERING	\$3,855.00
	Invoice	Date	Description	Amount
	5609	12/21/2016	UTILITY OPERATIONS AND MAINT SVC	\$1,940.00
	5619	01/17/2017	UTILITY OPERATIONS AND MAINT SVC	\$1,915.00
65622	02/09/2017		ARAMARK REFRESHMENT SERVICE,	\$107.55
	Invoice	Date	Description	Amount
	8619171	01/07/2017	COFFEE/OFFICE SUPPLIES	\$107.55
65623	02/09/2017		AT & T	\$176.00
	Invoice	Date	Description	Amount
	0190025306	01/23/2017	12/19/16-1/18/17 SVC-600 S BREA CYN	\$176.00
65624	02/09/2017		AVANT-GARDE, INC	\$347.50
	Invoice	Date	Description	Amount
	4220	12/20/2016	PROJECT MGMT-AZUSA AVE BRIDGE	\$347.50
65625	02/09/2017		BIGGS CARDOSA ASSOCIATES, INC.	\$28,669.53
	Invoice	Date	Description	Amount
	70765	12/05/2016	REPAINTING OF AZUSA BRIDGE	\$28,669.53
65626	02/09/2017		BOUZA LAW FIRM	\$14,339.50
	Invoice	Date	Description	Amount
	573	12/31/2016	LEGAL SVC-DEC 2016	\$14,339.50
65627	02/09/2017		BROWN RUDNICK, LLP	\$25,080.70
	Invoice	Date	Description	Amount

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	709627	01/01/2017	PROF SVC-DEC 2016	\$25,080.70
65628	02/09/2017		BRYAN PRESS	\$197.44
	Invoice	Date	Description	Amount
	0076511	01/20/2017	COI-#9 ENVELOPES	\$71.25
	0076461	01/16/2017	BUSINESS CARDS-R. LARA	\$44.06
	0076478	01/18/2017	BUSINESS CARDS-M. PUENTE & Y. PADILLA	\$82.13
65629	02/09/2017		BUTSKO UTILITY DESIGN INC.	\$49,600.38
	Invoice	Date	Description	Amount
	28390K	10/31/2016	IPUC SUBSTATION CONNECTION PROJ	\$36,020.04
	28390L	10/31/2016	IPUC SUBSTATION PHONE CONNECTION	\$13,580.34
65630	02/09/2017		CAL-PERS	\$1,186.80
	Invoice	Date	Description	Amount
	100000014897132	01/17/2017	SURVIVOR BENEFIT FY 16/17-ID#4633577005	\$206.40
	100000014898569	01/18/2017	SURVIVOR BENEFIT FY 16/17-ID#4633577005	\$412.80
	100000014897256	01/17/2017	SURVIVOR BENEFIT FY 16/17-ID#4633577005	\$567.60
65631	02/09/2017		CARTEGRAPH SYSTEMS, INC.	\$22,000.00
	Invoice	Date	Description	Amount
	SIN002583	01/05/2017	SOFTWARE SERVICE	\$22,000.00
65632	02/09/2017		CASC ENGINEERING AND	\$10,818.00
	Invoice	Date	Description	Amount
	36583	11/30/2016	NPDES SVC-FOLLOW'S CAMP	\$4,075.50
	36584	11/30/2016	NPDES ENG SVC-COI	\$6,742.50
65633	02/09/2017		CDW GOVERNMENT LLC	\$294.91
	Invoice	Date	Description	Amount
	GPH8661	01/18/2017	COMPUTER LICENSES	\$294.91

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
65634	02/09/2017		CHAD'S PROFESSIONAL CLEANING	\$2,600.00
	Invoice	Date	Description	Amount
	01/16/17	01/16/2017	CARPET CLEANING-CITY HALL SECOND FLOOR	\$2,600.00
65635	02/09/2017		CHEM PRO LABORATORY, INC	\$269.00
	Invoice	Date	Description	Amount
	612944	12/23/2016	WATER TREATMENT-DEC 2016	\$269.00
65636	02/09/2017		CITY OF INDUSTRY DISPOSAL CO.	\$4,413.18
	Invoice	Date	Description	Amount
	2756941	12/31/2016	DISP SVC-19835 E WALNUT ST	\$4,413.18
65637	02/09/2017		CITY OF INDUSTRY-PAYROLL ACCT	\$100,000.00
	Invoice	Date	Description	Amount
	P/R 1/31/17	01/27/2017	PAYROLL REIMBURSEMENT 1/31/17	\$100,000.00
65638	02/09/2017		CITY OF SOUTH EL MONTE	\$2,000.00
	Invoice	Date	Description	Amount
	1085	01/17/2017	COALITION SR60 PROJ-JAN 2017	\$2,000.00
65639	02/09/2017		CNC ENGINEERING	\$213,115.14
	Invoice	Date	Description	Amount
	455352	01/26/2017	VALLEY BLVD RECONSTRUCTION	\$11,301.86
	455353	01/26/2017	CLARK AVE WIDENING	\$2,978.12
	455354	01/26/2017	CLEANOUT OF STORMWATER DEVICES	\$811.81
	455355	01/26/2017	2016-2017 SLURRY SEAL	\$685.95
	455356	01/26/2017	CITYWIDE CATCH BASIN RETROFIT	\$1,306.48
	455357	01/26/2017	GENERAL ENGINEERING-CIP	\$40,505.30
	455358	01/26/2017	GENERAL ENGINEERING-CITY RELATED MAINT	\$46,390.74
	455359	01/26/2017	TONNER CYN PROPERTY	\$3,855.57

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CITY.WF.CHK - City General Wells Fargo			
455360	01/26/2017	ATLAS-LEGAL DESCRIPTIONS	\$225.16
455361	01/26/2017	PUENTE VALLEY OPERABLE UNIT	\$665.16
455362	01/26/2017	EXPO CENTER RESURFACING	\$2,014.05
455363	01/26/2017	TRES HERMANOS GENERAL ENGINNERING	\$1,485.67
455364	01/26/2017	PUC RR SAFETY UPGRADE-FAIWAY DR	\$83.15
455365	01/26/2017	SAFETY UPGRADE AT RR CROSSINGS	\$166.29
455366	01/26/2017	CITY AERIALS	\$134.27
455367	01/26/2017	SANITATION DISTRICT INTERMODAL	\$1,281.07
455368	01/26/2017	SAN JOSE AVE RECONSTRUCTION	\$767.41
455369	01/26/2017	TRAFFIC SIGNAL AT NELSON/SUNSET	\$261.69
455370	01/26/2017	INDUSTRY HILLS MISC MAINT	\$86.24
455371	01/26/2017	TRAIL IMPROVEMENTS ALONG TEMPLE & AZUSA	\$3,044.96
455372	01/26/2017	HIGHWAY BRIDGE PROGRAM	\$7,544.21
455373	01/26/2017	FISCAL YEAR BUDGET	\$19,013.25
455374	01/26/2017	STORM DRAIN IN AJAX AVE	\$3,127.49
455375	01/26/2017	AZUSA AVE AND TEMPLE INTRSECTION	\$1,613.75
455376	01/26/2017	VARIOUS ASSIGNMENTS: SA TO THE IUDA	\$1,296.85
455377	01/26/2017	NEW CUL-DE-SAC EAST OF FAURE AVE	\$11,975.40
455378	01/26/2017	NELSON AVE AND PUENTE WIDENING	\$172.47
455379	01/26/2017	ARENTH AVE RECONSTRUCTION	\$26,718.68
455380	01/26/2017	2015-2016 TARGET SPEED SURVEY	\$1,779.81
455381	01/26/2017	GAE AVE AND STONER CREEK INTERSECTION	\$166.29
455382	01/26/2017	USGR STORMWATER CAPTURE PROJECT	\$425.00
455383	01/26/2017	RESURFACING OF UNRUH AVE	\$7,565.66
455384	01/26/2017	CARTEGRAPH IMPLEMENTATION	\$2,274.71
455385	01/26/2017	PLANETBIDS IMPLEMENTATION	\$143.10
455386	01/26/2017	CITY OF INDUSTRY PAVEMENT MGMT SYSTEM	\$1,183.14
455387	01/26/2017	FULLERTON RD GRADE SEPARATION	\$4,376.65
455388	01/26/2017	ALAMEDA CORRIDOR EAST RELATED PROJECTS	\$172.47
455389	01/26/2017	FAIRWAY DR GRADE SEPARATION	\$4,292.72
455390	01/26/2017	NOGALES GRADE SEPARATION	\$840.73

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CITY.WF.CHK - City General Wells Fargo				
	455391	01/26/2017	IPUC MAINT	\$83.15
	455310	01/12/2017	BUSINESS PKY PCC PAVEMENT	\$83.15
	455330	01/12/2017	IPUC MAINT	\$215.71
65640	02/09/2017		COLLEGEWOOD COMMUNITY CLUB	\$200.00
	Invoice	Date	Description	Amount
	JTTTCWE1	01/18/2017	BUS FUNDING STIPEND-HOMESTEAD	\$100.00
	JTTTCWE2	01/18/2017	BUS FUNDING STIPEND-HOMESTEAD	\$100.00
65641	02/09/2017		COMFORT SYSTEMS USA	\$2,303.83
	Invoice	Date	Description	Amount
	257015	01/05/2017	A/C MAINT-EL ENCANTO	\$1,973.83
	257052	01/06/2017	SERVICE REPAIR-EL ENCANTO	\$330.00
65642	02/09/2017		CORDOBA CORPORATION	\$88,717.00
	Invoice	Date	Description	Amount
	216514	12/19/2016	UTILITY ADMINISTRATION SVC-NOV 2016	\$88,717.00
65643	02/09/2017		COUNTY OF LOS ANGELES	\$1,044.59
	Invoice	Date	Description	Amount
	1064F	01/11/2017	WEED ABATEMENT-VARIOUS SITES	\$1,044.59
65644	02/09/2017		DAKOTA BACKFLOW CO.	\$610.00
	Invoice	Date	Description	Amount
	40229	01/12/2017	BACKFLOW TESTING-EL ENCANTO	\$610.00
65645	02/09/2017		DANGELO CO.	\$205.44
	Invoice	Date	Description	Amount
	S1296678.001	01/17/2017	MISC SUPPLIES-TONNER CYN	\$205.44
65646	02/09/2017		DAPEER, ROSENBLIT, AND LITVAK,	\$7,033.20

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CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	12028	12/31/2016	LEGAL SVC-CODE ENFORCEMENT	\$4,864.20
	12029	12/31/2016	LEGAL SVC-AMAR RD DISPENSARY	\$2,169.00
65647	02/09/2017		DEPT OF ANIMAL CARE & CONTROL	\$4,227.02
	Invoice	Date	Description	Amount
	01/15/17	01/15/2017	SHELTER COSTS-DEC 2016	\$4,227.02
65648	02/09/2017		DEPT OF TRANSPORTATION	\$5,176.91
	Invoice	Date	Description	Amount
	SL170482	01/11/2017	MAINT SIGNALS & LIGHTS-OCT THRU DEC 2016	\$5,176.91
65649	02/09/2017		EGOSCUE LAW GROUP	\$412.50
	Invoice	Date	Description	Amount
	11487	01/05/2017	LEGAL SVC-FOLLOW'S CAMP	\$412.50
65650	02/09/2017		ELECTRA-MEDIA, INC	\$1,763.00
	Invoice	Date	Description	Amount
	5505	01/15/2017	PUENTE HILLS AUTO DISPLAY-FEB 2017	\$1,763.00
65651	02/09/2017		ENCO UTILITY SERVICES	\$5,346.00
	Invoice	Date	Description	Amount
	0612-000404S	12/14/2016	METER SYSTEM MONITORING-METRO SOLAR	\$2,846.00
	20-3-03-25	01/09/2017	CUSTOMER ACCOUNT SERVICES	\$2,500.00
65652	02/09/2017		ENVIRONS, INC.	\$900.00
	Invoice	Date	Description	Amount
	2973	12/29/2016	REVIEW OF IRRIGATION/PLANTING PLANS-COLIMA	\$900.00
65653	02/09/2017		FEDERAL EXPRESS CORP.	\$125.06
	Invoice	Date	Description	Amount

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CITY.WF.CHK - City General Wells Fargo				
	5-674-08517	01/13/2017	MESSENGER SVC	\$125.06
65654	02/09/2017		FERGUSON ENTERPRISES, INC	\$775.02
	Invoice	Date	Description	Amount
	4232625	01/17/2017	PLUMBING SUPPLIES-TONNER CYN	\$654.50
	4233656	01/17/2017	PLUMBING SUPPLIES-TONNER CYN	\$120.52
65655	02/09/2017		FUEL PROS, INC.	\$428.50
	Invoice	Date	Description	Amount
	0000028240	12/29/2016	INDUSTRY HILLS FUEL STN MAINT	\$278.50
	0000028086	12/28/2016	INDUSTRY HILLS FUEL STN MAINT	\$150.00
65656	02/09/2017		GONSALVES & SON, JOE A.	\$5,000.00
	Invoice	Date	Description	Amount
	155436	01/23/2017	LEGISLATIVE SVC-FEB 2017	\$5,000.00
65657	02/09/2017		HADDICK'S AUTO BODY	\$5,240.51
	Invoice	Date	Description	Amount
	047682	01/20/2017	AUTO MAINT-LIC 1370863	\$227.38
	047755	01/10/2017	AUTO MAINT-LIC 1320295	\$540.14
	047756	01/10/2017	AUTO MAINT-LIC 1465797	\$14.02
	047757	01/10/2017	AUTO MAINT-LIC 8EAL475	\$158.25
	047762	01/10/2017	AUTO MAINT-LIC 1279616	\$247.50
	047763	01/10/2017	AUTO MAINT-LIC 1154129	\$543.90
	047764	01/10/2017	AUTO MAINT-GOLF CARTS	\$278.72
	047765	01/10/2017	AUTO MAINT-LIC 1370863	\$125.01
	047766	01/10/2017	AUTO MAINT-LIC 1210025	\$123.62
	047767	01/10/2017	AUTO MAINT-LIC 1320295	\$996.92
	047768	01/10/2017	AUTO MAINT-LIC 1282752	\$69.00
	047769	01/10/2017	AUTO MAINT-LIC E1082679	\$69.00
	047770	01/10/2017	AUTO MAINT-LIC 1332665	\$69.00

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CITY.WF.CHK - City General Wells Fargo				
	047771	01/10/2017	AUTO MAINT-LIC 1094930	\$123.62
	047773	01/10/2017	AUTO MAINT-LIC 1298317	\$61.50
	047774	01/10/2017	SMOG REPORTS	\$1,000.00
	047776	01/10/2017	AUTO MAINT-LIC 29260E1	\$592.93
65658	02/09/2017		HEDMAN - L A	\$42.36
	Invoice	Date	Description	Amount
	63493	01/18/2017	TIME STAMP RIBBON	\$42.36
65659	02/09/2017		HISTORICAL RESOURCES, INC.	\$65,213.56
	Invoice	Date	Description	Amount
	01/26/17	01/26/2017	AGRMT REIMBURSEMENT-JAN 2017	\$65,213.56
65660	02/09/2017		HISTORICAL RESOURCES, INC.	\$3,420.97
	Invoice	Date	Description	Amount
	01/17/17	01/17/2017	AGRMT REIMBURSEMENT FOR F&M CREDIT CARD	\$3,420.97
65661	02/09/2017		INDUSTRY MANUFACTURERS	\$70,755.74
	Invoice	Date	Description	Amount
	DECEMBER 2016	01/23/2017	EXPENSE REIMBURSEMENT FOR DEC 2016	\$70,755.74
65662	02/09/2017		INDUSTRY SECURITY SERVICES	\$58,167.55
	Invoice	Date	Description	Amount
	14-19876	01/20/2017	SECURITY SVC-TRES HERMANOS	\$2,355.44
	14-19813	01/13/2017	VEHICLE FUEL-EXPO AND CITY PATROL	\$66.45
	14-19809	01/13/2017	SECURITY SVC-TRES HERMANOS	\$2,187.12
	14-19798	01/13/2017	SECURITY SVC 01/06-01/12/17	\$16,861.33
	14-19865	01/20/2017	SECURITY SVC 1/13-1/19/17	\$17,702.93
	14-19921	01/27/2017	SECURITY SVC-TRES HERMANOS	\$2,187.12
	14-19910	01/27/2017	SECURITY SVC 1/20-1/26/17	\$16,807.16

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CITY.WF.CHK - City General Wells Fargo				
65663	02/09/2017		INDUSTRY TIRE SERVICE	\$25.00
	Invoice	Date	Description	Amount
	0272886	08/25/2016	REPAIR TIRE-LIC 29260E1	\$25.00
65664	02/09/2017		JAS PACIFIC	\$5,880.00
	Invoice	Date	Description	Amount
	BI 12287	09/05/2016	DEVELOPMENT SERVICE SUPPORT	\$5,880.00
65665	02/09/2017		JEFF PARRIOTT PHOTOGRAPHIC	\$3,090.00
	Invoice	Date	Description	Amount
	00513	01/17/2017	PROF SVC-HOMESTEAD	\$3,090.00
65666	02/09/2017		KIMLEY-HORN & ASSOCIATES, INC.	\$7,048.65
	Invoice	Date	Description	Amount
	8693991	11/30/2016	TRAFFIC ENG REVIEW-FAIRWAY DR	\$1,711.50
	8693993	11/30/2016	TRAFFIC ANALYSIS-STONER CREEK	\$5,196.64
	8693986	11/30/2016	FAIRWAY DR GRADE SEPARATION	\$140.51
65667	02/09/2017		KLEINFELDER, INC.	\$23,881.30
	Invoice	Date	Description	Amount
	001135385	01/09/2017	NOGALES/FULLERTON GRADE SEPARATION	\$2,403.50
	001135366	01/09/2017	SOIL TESTING-VALLEY BLVD RECONSTRUCTION	\$21,477.80
65668	02/09/2017		L A COUNTY DEPT OF PUBLIC	\$617.08
	Invoice	Date	Description	Amount
	SA170000172	01/19/2017	FINAL ACCTG-AZUSA AVE AT SALAIS/MAINT ST	\$617.08
65669	02/09/2017		L A COUNTY SHERIFF'S	\$728.77
	Invoice	Date	Description	Amount
	172644VL	01/24/2017	PRISONER MAINT-DEC 2016	\$728.77

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CITY.WF.CHK - City General Wells Fargo				
65670	02/09/2017		LEAGUE OF CALIFORNIA CITIES	\$75.00
	Invoice	Date	Description	Amount
	168735	01/03/2017	MEMBERSHIP DUES 2017	\$75.00
65671	02/09/2017		LEGEND PUMP AND WELL SERVICE,	\$8,316.60
	Invoice	Date	Description	Amount
	53609	01/11/2017	REPLACE VFD AT PUMP STATION-BAKER SLOPE	\$2,658.08
	53612	01/11/2017	REPLACE BC VFD-BAKER SLOPE	\$5,658.52
65672	02/09/2017		LOCKS PLUS	\$30.52
	Invoice	Date	Description	Amount
	23605	01/10/2017	DUPLICATE KEYS	\$30.52
65673	02/09/2017		MICHAEL BAKER INTERNATIONAL,	\$38,213.72
	Invoice	Date	Description	Amount
	965890	01/13/2017	PLANNING SUPPORT SVC-DEC 2016	\$38,213.72
65674	02/09/2017		MR PLANT & INTERIOR BOTANICAL	\$712.00
	Invoice	Date	Description	Amount
	FEB 5578	02/01/2017	PLANT MAINT-FEB 2017	\$124.00
	FEB 5579	02/01/2017	PLANT MAINT-FEB 2017	\$588.00
65675	02/09/2017		MUNI-ENVIRONMENTAL, LLC	\$23,608.49
	Invoice	Date	Description	Amount
	17-002	11/17/2016	COMMERCIAL WASTE PROGRAM	\$23,608.49
65676	02/09/2017		OLMOS PROFESSIONAL SERVICES	\$8,782.00
	Invoice	Date	Description	Amount
	236	01/31/2017	JANITORIAL SVC-IMC	\$1,467.00
	238	01/31/2017	JANITORIAL SVC-IPUC BLDG	\$1,815.00
	237	01/31/2017	JANITORIAL SVC-CITY HALL	\$5,500.00

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CITY.WF.CHK - City General Wells Fargo				
65677	02/09/2017		PACIFIC UTILITY INSTALLATION	\$9,187.88
	Invoice	Date	Description	Amount
	14918RR	12/30/2016	UTILITY OPERATIONS AND MAINT SVC	\$9,187.88
65678	02/09/2017		PAETEC COMMUNICATIONS	\$827.64
	Invoice	Date	Description	Amount
	68768460	01/10/2017	CITY HALL PHONE SVC-JAN 2017	\$827.64
65679	02/09/2017		PARS	\$300.00
	Invoice	Date	Description	Amount
	36362	01/12/2017	REP FEES	\$300.00
65680	02/09/2017		POST ALARM SYSTEMS	\$286.90
	Invoice	Date	Description	Amount
	937646	01/05/2017	MONITORING SVC-HOMESTEAD	\$286.90
65681	02/09/2017		PRICE, POSTEL & PARMA, LLP	\$1,950.00
	Invoice	Date	Description	Amount
	136641	01/11/2017	LEGAL SVC-REAL ESTATE MATTERS	\$1,950.00
65682	02/09/2017		ProcureIT USA, LLC	\$15,884.66
	Invoice	Date	Description	Amount
	PIT110285	12/27/2016	HP MONITORS-FINANCE	\$1,802.79
	PIT110535	01/19/2017	KEYBOARD-FINANCE	\$206.61
	PIT19375	12/16/2016	COMPUTER EQUIPMENT-FINANCE	\$13,875.26
65683	02/09/2017		R.F. DICKSON CO., INC.	\$17,131.51
	Invoice	Date	Description	Amount
	2508333	12/31/2016	STREET AND PARKING LOT SWEEPING	\$17,131.51

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CITY.WF.CHK - City General Wells Fargo				
65684	02/09/2017		REGIONAL GOVERNMENT	\$19,957.70
	Invoice	Date	Description	Amount
	6589	12/31/2016	HR SERVICE-DEC 2016	\$19,957.70
65685	02/09/2017		RESERVE ACCOUNT	\$1,000.00
	Invoice	Date	Description	Amount
	01/19/17	01/19/2017	POSTAGE FOR ACCOUNT #15775679	\$1,000.00
65686	02/09/2017		RICOH USA, INC.	\$843.86
	Invoice	Date	Description	Amount
	5046544541	01/12/2017	METER READING-HR COPIER	\$98.04
	22372500	01/13/2017	COPIER LEASE-FINANCE COPIER	\$287.38
	5046656508	01/19/2017	METER READING-VARIOUS COPIERS	\$458.44
65687	02/09/2017		RICOH USA, INC.	\$3,441.14
	Invoice	Date	Description	Amount
	53078107	01/14/2017	COPIER LEASE-FEB 2017	\$3,159.01
	53078266	01/14/2017	COPIER LEASE-HR	\$282.13
65688	02/09/2017		SAN GABRIEL VALLEY WATER	\$1,268.93
	Invoice	Date	Description	Amount
	01/04/17	01/04/2017	DUES 2015 AND ASSESSMENTS 2015-2016	\$1,268.93
65689	02/09/2017		SATSUMA LANDSCAPE & MAINT.	\$109,326.51
	Invoice	Date	Description	Amount
	0117CH	01/30/2017	LANDSCAPE SVC-CIVIC FINANCIAL CENTER	\$20,323.17
	0117CH-1	01/30/2017	LANDSCAPE SVC-VARIOUS AGENCY SITES	\$21,863.42
	0117EC	01/30/2017	LANDSCAPE SVC-EXPO CENTER	\$14,289.90
	0117TA	01/30/2017	LANDSCAPE SVC-TEMPLE AND AZUSA	\$32,060.98
	0117XROADS	01/30/2017	LANDSCAPE SVC-CROSSROADS PKY NORTH &	\$20,789.04

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CITY.WF.CHK - City General Wells Fargo				
65690	02/09/2017		SC FUELS	\$20,623.92
	Invoice	Date	Description	Amount
	3235160	01/09/2017	DIESEL FUEL-INDUSTRY HILLS PUMPS	\$20,623.92
65691	02/09/2017		SCS FIELD SERVICES	\$24,126.17
	Invoice	Date	Description	Amount
	0291160	11/30/2016	INDUSTRY HILLS-MAINT LANDFILL GAS SYSTEM	\$9,166.67
	0293088	12/31/2016	INDUSTRY HILLS-MAINT LANDFILL GAS SYSTEM	\$14,959.50
65692	02/09/2017		SO CAL INDUSTRIES	\$348.69
	Invoice	Date	Description	Amount
	257527	01/13/2017	RR RENTAL-16224 TEMPLE AVE	\$84.98
	257526	01/13/2017	RR RENTAL-16200-5 TEMPLE AVE	\$84.98
	257525	01/13/2017	RR RENTAL-TONNER CYN/57 FWY	\$84.88
	256815	01/06/2017	RR RENTAL-TONNER CYN/GRAND AVE	\$93.85
65693	02/09/2017		SQUARE ROOT GOLF &	\$177,320.14
	Invoice	Date	Description	Amount
	1266ELHM	01/30/2017	LANDSCAPE SVC-EL ENCANTO	\$6,484.00
	1267ELHM	01/30/2017	LANDSCAPE SVC-VARIOUS CITY SITES	\$10,592.55
	1268ELHM	01/30/2017	LANDSCAPE SVC-HOMESTEAD	\$20,221.59
	1269H	01/30/2017	LANDSCAPE SVC-VARIOUS CITY SITES	\$140,022.00
65694	02/09/2017		SST CONSTRUCTION, LLC	\$5,600.00
	Invoice	Date	Description	Amount
	13328	12/30/2016	PREVENTIVE MAINT SVC-METRO SOLAR	\$5,600.00
65695	02/09/2017		STAPLES BUSINESS ADVANTAGE	\$2,001.49
	Invoice	Date	Description	Amount
	8042602073	01/07/2017	OFFICE SUPPLIES	\$1,325.91
	8042702880	01/14/2017	OFFICE SUPPLIES	\$675.58

**CITY OF INDUSTRY
WELLS FARGO BANK
February 9, 2017**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
65696	02/09/2017		SURETECK, INC.	\$17,536.78
	Invoice	Date	Description	Amount
	COI-1A REV	12/12/2016	GENERAL MAINT	\$9,289.28
	COI-B REV	12/12/2016	GENERAL MAINT-CITY FACILITIES	\$7,592.63
	COI-2	01/10/2017	GENERAL MAINT-CITY FACILITIES	\$654.87
65697	02/09/2017		THE DOLPHIN GROUP, INC.	\$30,518.00
	Invoice	Date	Description	Amount
	30622	11/30/2016	MEDIA CONSULTING-NOV 2016	\$15,518.00
	30654	12/31/2016	MEDIA CONSULTING-DEC 2016	\$15,000.00
65698	02/09/2017		THE PUN GROUP	\$9,000.00
	Invoice	Date	Description	Amount
	1600421	12/31/2016	PFA-AUDIT FY 15/16	\$1,500.00
	1600423	12/31/2016	COI-AUDIT FY 15/16	\$7,500.00
65699	02/09/2017		TRADEWAY GLASS CO.	\$5,071.49
	Invoice	Date	Description	Amount
	258	12/23/2016	REPLACE VINYL ON WINDOWS-CITY HALL	\$5,071.49
65700	02/09/2017		TRANSPORTATION & ENERGY	\$5,115.00
	Invoice	Date	Description	Amount
	COI-002-12-29-16	12/29/2016	TRAFFIC ENGINEERING-FULLERTON RD GRADE	\$5,115.00
65701	02/09/2017		TRIMARK ASSOCIATES, INC.	\$1,726.67
	Invoice	Date	Description	Amount
	EB11000	01/01/2017	MAINT SVC-METRO SOLAR	\$1,726.67
65702	02/09/2017		WEATHERITE SERVICE	\$164.00
	Invoice	Date	Description	Amount

CITY OF INDUSTRY
WELLS FARGO BANK
February 9, 2017

<u>Check</u>	<u>Date</u>	<u>Payee Name</u>	<u>Check Amount</u>
CITY.WF.CHK - City General Wells Fargo			
L169506	01/10/2017	A/C MAINT-IMC BLDG	\$164.00

<u>Checks</u>	<u>Status</u>	<u>Count</u>	<u>Transaction Amount</u>
	Total	112	\$2,364,836.49

CITY COUNCIL

ITEM NO. 5.2



CITY OF INDUSTRY

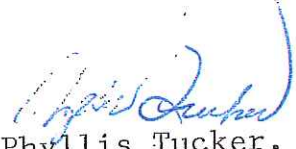
Incorporated June 18, 1957

January 1, 2017

TO: Paul J. Philips, City Manager
FROM: Phyllis Tucker, City Treasurer
SUBJECT: Statement of Investment Policy

Attached is a copy of the Statement of Investment Policy for the City of Industry dated January 1, 2017, for all future investments, pursuant to Section 53601 and Section 53635 of the California Government Code.

My recommendation is that the City Council approve the Investment Policy.


Phyllis Tucker,
City Treasurer

Encl.-1



CITY OF INDUSTRY

Incorporated June 18, 1957

January 1, 2017

STATEMENT OF INVESTMENT POLICY

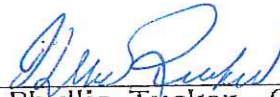
Effective this date, the following is the Investment Policy of the Treasurer of the City of Industry for all future investments.

Monies in the treasury not required for the immediate necessities of the City of Industry may be invested in the following investments as authorized and more fully described in Section 53601 and Section 53635 of the California Government Code:

- a. Securities of the U.S. Government, or its agencies
- b. Inactive public deposits; non-negotiable and/or non-transferable certificates of deposits
- c. Bankers acceptances
- d. Commercial paper
- e. Local Agency Investment Fund (State pool) deposits (Govt. Code Section 16429.1)
- f. Passbook savings account demand deposits
- g. Repurchase agreements
- h. Los Angeles County Investment Pool (Calif. Gov. Code Section 53684)

January 1, 2017

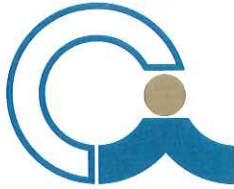
i. It is the City's policy not to utilize reverse repurchase agreements or shares of beneficial interest issued by diversified management companies (mutual funds), unless that fund is composed entirely of securities of the U.S. Government, or its agencies, and the use of such funds shall be restricted to sweep accounts. (Reverse repurchase agreements shall be permitted if they are assets of the Local Agency Investment Fund).



Phyllis Tucker, City Treasurer
City of Industry

CITY COUNCIL

ITEM NO. 6.1



CITY OF INDUSTRY

Incorporated June 18, 1957

MEMORANDUM

To: Honorable Mayor Radecki and Members of the City Council

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

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

Date: February 9, 2017

SUBJECT: Consideration of a Professional Services Agreement with Vision Technology Solutions, LLC, dba VISION for the Redesign, Implementation, Migration, Maintenance and Support of the City of Industry, Industry Expo Center, and Homestead Museum Websites in an amount not to exceed \$138,716.00 from February 9, 2017 to February 9, 2022, with five additional one year renewal options

BACKGROUND:

The City of Industry website, as well as the websites for the City owned entities known as the Industry Hills Expo Center, and the Workman and Temple Family Homestead Museum; are in need of updates to better coordinate public communications and improve public transparency. With the City of Industry's 60th anniversary approaching in 2017, it is recommended that the City update its communications and data infrastructure to highlight the City's commitment to transparency and significantly improve its public outreach capabilities.

DISCUSSION:

The City of Industry's Procurement Policy, (Section 7.D, Supplies and Equipment: Procurement Methods, Cooperative Purchases) which was adopted on June 27, 2013, states:

"The Procurement Officer may participate in purchases and contracts established by other political jurisdictions, provided the cooperative agreement is established following a competitive bid process. The Procurement Officer may authorize the award of cooperative purchase agreements up to and including \$100,000. City Council approval is required for the award of any cooperative purchase of more than \$100,000."

City staff performed an analysis of various municipal government websites and municipal procurements for websites, and determined that the products developed by VISION were of a consistency and quality that would best serve the City.

VISION staff provided a presentation to the City Council on January 26, 2017 on their proposal, and the City Council provided direction after the presentation to return with a completed contract to award a professional services agreement at the February 9, 2017 meeting.

FISCAL IMPACT:

The five year cost of the contract, with website development and optional professional services, is projected not to exceed \$138,716. The fiscal impact associated with this action requires an appropriation of \$138,716.00 to General Fund – Administrative Services – Information Technology – Professional Services (account no. 100-525-5120.01).

RECOMMENDATION:

It is recommended that the City Council approve the Agreement with VISION to update the City's communications and data infrastructure.

Exhibits

A. Vision Technology Solutions, LLC, dba VISION, Professional Services Agreement

EXHIBIT A

Vision Technology Solutions, LLC, dba VISION Professional Services Agreement

[Attached]

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of February 9, 2017 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Vision Technology Solutions, LLC, dba VISION a Delaware limited liability company ("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 9, 2022, unless sooner terminated pursuant to the provisions of this Agreement. Notwithstanding the foregoing, the City may extend this Agreement for five (5) additional one (1) year periods, upon approval by the City Manager.

2. SERVICES

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

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

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing website redesign 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 in accordance with the rate schedule set forth in Exhibit C. This amount shall not exceed One Hundred Twenty-One Thousand Four Hundred Seventy-Six Dollars (\$138,716.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

(c) Consultant shall submit to the City the following invoices for Services in Exhibit A: upon execution of this Agreement, an invoice for payment equal to 40 percent of the total costs; upon the Consultant's delivery of the draft homepage design concept, an invoice for payment equal to 20 percent of the total costs; upon implementation of the main website into the Vision Content Management System ("VCMS") on a Consultant hosted development server, an invoice for payment equal to 20 percent of the total costs; and upon completion of the project and acceptance of the work by the City, an invoice for payment equal to 20 percent of the total costs, however, if City has not completed training, then Consultant shall invoice City at the earlier of (i) completion of training, or (ii) 21 days after completion.

(d) With respect to the Services set forth in Exhibit B, the Services shall be at no cost to the City for the first year of the Agreement. Consultant shall invoice City \$12,400.00 per year beginning the second year of this Agreement. Consultant shall invoice City annually every year thereafter, including any renewal term. Invoices for the Services set forth in Exhibit B shall be submitted by January 30th of each year, or as soon thereafter as practical. 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) After completion of the website redesign, as set forth in Exhibit A, and acceptance of the work by the City, the City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement. Prior to the City's acceptance of the website redesign, the City may terminate the Agreement for cause, with at least ten (10) days prior written notice to Consultant.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to the City pursuant to Section 4 of this Agreement. The City shall be entitled to a refund of any amounts already paid for those Subscription Services which have yet to be rendered to the City through the year of the effective date of termination.

(c) City shall permanently delete all copies of the VCMS upon termination of this Agreement. City shall have thirty (30) days after termination of this Agreement to export City's content, (i.e. the website in its entirety) to its server or systems. At City's request, Consultant will assist City with exporting City's content to City's server or system, which shall be treated as Extra Work.

6. OWNERSHIP

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

(b) Upon payment in full of the website development fees set forth in Exhibit C, Consultant grants a non-exclusive, non-transferrable, and perpetual license for City to reproduce, modify or create derivative works for its own use, public display, and use any and all of Consultant's copyrights in the homepage layout wireframe, sitemap, draft homepage design concept(s) interior page layouts (collectively, the "**Consultant Designs**") embodied in City's website, which are prepared or caused to be prepared by Consultant under this Agreement. The Consultant Designs provided under this Agreement are licensed and not sold. Notwithstanding the provisions in Section 6(b) of this Agreement, the Consultant Designs as a whole are an original work of authorship by Consultant and that Consultant shall retain all rights, title, and interests therein.

(c) VCMS. Consultant also grants City a limited, non-exclusive, and non-transferrable subscription to access and use one instance of the VCMS and Dynamic and Interactive Components of the VCMS to the extent necessary for the City's use and operation of its website; provided, City does not (1)(a) modify the VCMS or (1)(b) use the VCMS in combination with any third-party system not authorized by Consultant, and (2) maintains a visionLive™ Subscription in accordance with this Agreement. The VCMS provided under this Agreement is not for sale, and City understands and agrees that Consultant shall retain all rights, title, and interests in the VCMS, Dynamic and Interactive Components, and any other Consultant intellectual property not provided for in this Section. As used throughout this Agreement, "**VCMS**" shall mean Vision Content Management System™, also known as the Vision Internet Content Management System, VCMT, VCMS and the Vision Content Management Tool.

(d) Each Party warrants that it holds all rights and/or licenses necessary to display all of the images, data, information or other items supplied by such Party and being displayed on the City's web pages during the Term this Agreement. Consultant agrees that the City will retain ownership of all information and content (including City provided logos and images) owned exclusively by City and provided by City for use on its website. City shall supply all necessary information to Consultant in a timely manner in digital format including without limitation copy, text, audio files, video files, pdf files, photographs, artwork and preexisting graphics. Consultant is not responsible for content

migrated by City or any third party. City expressly authorizes Consultant to display, and/or modify (with approval by the City) any City supplied images, data, information and other items in connection with the services provided herein.

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 D, attached hereto and incorporated herein by reference.

9. INDEPENDENT CONSULTANT

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

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

10. LEGAL RESPONSIBILITIES

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

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

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

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

14. NOTICES

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

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

Attention: City Manager

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

To Consultant: Associate Counsel, Commercial Contracts
Vision
222 N. Sepulveda Blvd., Suite 1500
El Segundo, CA 90245

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 except, Consultant may assign this Agreement without City's consent to an "**Affiliate**" of Consultant or in connection with an acquisition of Consultant, merger (whether Contractor is the surviving or disappearing entity) or consolidation of Consultant with another entity, or in connection with the sale, assignment, or majority transfer of any stock, membership or other ownership interest in Consultant. "**Affiliate**" shall mean (a) a domestic entity formed, existing and governed pursuant to the laws of one of the fifty (50) states of the United States of America (or District of Columbia) controlling, controlled by, or under common control of Consultant. Effective as of the effective date of the assignment, the Affiliate shall assume, and comply with, all terms and conditions of the Agreement, including, but not limited to, the insurance and indemnification provisions set forth herein. Notwithstanding any other provisions in this Agreement, City may terminate this Agreement with or without cause, within 60 days after the effective date of any such assignment.

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, which includes and incorporates Consultant's Acceptable Use Policy ("AUP") www.visioninternet.com/about/legal as set forth in Exhibit E, attached hereto, and incorporated herein by reference, 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. LIMITED WARRANTY

Consultant warrants that website development and/or custom programming deliverables will be conveyed to City upon transfer of the website to the production server with a public Internet Protocol address ("**Completion**"). All VCMS programming code developed by Consultant is warranted to be free of any material errors or bugs that prevent the code from performing as originally intended ("**Warranted Problem**"); provided, however, City does not (1) modify the VCMS or (1)(b) use the VCMS in combination with any third-party system not authorized by Consultant, and (2) maintains a visionLive™ Subscription in accordance with this Agreement. Except as expressly set forth above, CONSULTANT MAKES NO GUARANTEE OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING OF MERCHANTABILITY OR FITNESS OF THE SERVICES FOR A PARTICULAR PURPOSE WHATSOEVER, AND USE OF THE SERVICES OR ANY INFORMATION THAT MAY BE OBTAINED THERE FROM IS AT CITY'S OWN RISK AS THE SERVICES ARE PROVIDED TO CITY ON AN "AS IS" BASIS. In no event, at any time, shall the aggregate liability of Consultant under this Agreement or otherwise exceed the amount of fees paid by City to Consultant for the most recent twelve months, and Consultant shall not be responsible for any lost profits or other damages, including direct, indirect, incidental, special,

consequential or any other damages, however caused. Consultant does not warrant any connection to, transmission over, nor results of use of, any network connection or facilities provided, nor any third-party applications and software obtained by, for, or on behalf of City. Consultant assumes no responsibility for any damages suffered by the City, including, but not limited to, server down time, loss of data, loss of business, mis-deliveries, delays, non-deliveries, access speed, or service interruptions of any kind. City acknowledges that the information available through the interconnecting networks may not be accurate. Consultant has no ability or authority over the material. In addition, Consultant has no liability for the quality, accuracy, or validity of the data/information gathered from the Internet. Use of information gathered through the use of Consultant services is at the risk of the City.

20. COUNTERPARTS

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

21. CAPTIONS

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

22. WAIVER

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

23. FORCE MAJEURE

Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within fourteen (14) days after occurrence of such cause or event.

24. 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

"CONSULTANT"
Vision Technology Solutions, LLC
DBA VISION

By: _____
Paul J. Philips, City Manager

By:  _____
David M. Nachman, Chief Executive Officer

Attest:

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

Approved as to form:

By: _____
James M. Casso, City Attorney

Attachments:	Exhibits A & B	Scope of Services
	Exhibit C	Rate Schedule
	Exhibit D	Insurance Requirements
	Exhibit E	Acceptable Use Policy

EXHIBIT A
SCOPE OF SERVICES

WEBSITE REDESIGN

Consultant shall render the following services:

Consultant shall provide the following website development services, in exchange for payment of fees and compliance with the terms and conditions of this Agreement.

Website Development

SERVICE

WEBSITE DEVELOPMENT PACKAGE

The website development package includes:

- Project Management
- Consultation
- Programming/CMS Implementation
- Mobile / Responsive Web Design Implementation
- SMS Component
- Yahoo Weather
- Integration of links to these third-party components into the overall website navigation:
 - PlanetBids
 - Calopps
- iFrame these third-party components into the website:
 - Cartegraph, including YourGOV
 - Granicus

2-step content flows as designated by City prior to programming (publishing approval process)

Project Visioning

SERVICE

CONTENT STRATEGY PACKAGE - STANDARD

The Standard Content Strategy Package will train your staff to write for the web and includes:

- Content development and migration best practices guide
- Website content best practices guide
- Website persona exercise materials
- Communicating with your audience exercise materials
- Task process evaluation exercise materials
- Writing for the Web textbook (1 copy)
- Customized on-site plain language exercise
- Customized Writing for the Web training (1-day onsite)

ONSITE PROJECT CONSULTING - ONE DAY

Includes one day of onsite consulting with your project manager to review initial project decisions, often

including:

- Project timeline and specifications
- UX Presentation
- Presentation of new website wireframe
- Website design brainstorm

Graphic Design

SERVICE

ADVANCED (PREMIUM) DESIGN PACKAGE

Includes Advanced UX + one option from the following:

- Video background homepage with interior pages
- Video/image carousel background homepage with interior pages
- Anchored scrolling homepage
- Cards/tiles homepage or parallax homepage

ADVANCED UX ANALYSIS PACKAGE

Includes an in-depth User Experience (UX) Analysis of your website:

- Advanced Site Analytics: Identify and analyze top pages for desktop and mobile, entrance and exit pages
- Online Community Surveys: Conduct and analyze the results of a stakeholder survey and a community survey
- Heatmap Analysis: Capture and analyze heat maps and eye tracking maps
- Recorded User Testing: Conduct remote video user testing for 5 users on 5 tasks
- Comprehensive Report: Deliver a report outlining key insights and recommendations for layout, navigation, content and design for the new website which will serve as a guide for the rest of the design and development process

MOBILE HOMEPAGE ENHANCEMENT

The Mobile Homepage Enhancement includes a customized mobile view for your website:

- Our design team will create a new background for the mobile homepage.
- The mobile homepage will consist of an upper and lower section.
- The upper section will include iOS-like icons in a 4x4 layout, providing one-click access to key content. These links can be modified later and users will have the ability to modify, add, and remove any buttons as well as manage the URLs of each individual icon.
- The lower section will consist of six rectangular buttons that will be selected based on consultation with your staff.

DEPT BRANDING: BASIC SUBSITE

Includes the creation of a Basic Subsite that will utilize the main website's wireframe with unique top-level navigation and graphic design. Features include:

- Design Elements: Includes department logo in site header, unique color scheme, unique background, separate font style, logo can link to departmental homepage
- Page Layout: Same wireframe as the main website, 5 new widgets included
- Mobile: Unique color scheme, department logo in header, logo can link to departmental homepage
- Own Domain: Domain name separate from main website
- Main Navigation: Separate page tree from the main site
- Header and Footer: Independent configurations (logo, top navigation, social icons, quick links, footer)

navigation)

- Search: Standalone search
- Google Analytics: Implement a separate instance
- Background: Can change background image if enabled in the main site
- Page Limit: No more than 50 pages
- Additional storage: 5 GB

Development & Training

SERVICE

ONSITE CMS USER TRAINING - TWO DAYS

Includes two days of onsite training for your CMS users. These days are divided into sessions to provide basic and advanced training for your users, covering:

- Creating, adding and editing pages
- Overview with basic users of key components, such as Document Central, Image Library, News and Calendar (as time permits)
- Overview with advanced users on Forms, Services Requests or other components of your choosing (as time permits)
- User administration
- Site settings and configurations
- Class optimal for 8-10 participants

Consultant shall develop website frontend to be compatible with Internet Explorer 9, 10, and 11, and the latest released versions at the time of Completion of: Firefox, Chrome, and Safari. Website backend will be compatible with Internet Explorer 9, 10, and 11, and the latest released version of Chrome and Firefox at the time of Completion. Website may not be compatible with previous or future versions. Website backend will be optimized for 1024 x 768 pixels resolution or above. Consultant shall develop the website with Hypertext Markup Language ("**HTML**"), CSS, JavaScript, and Microsoft ASP.NET ("**MS-ASP**") interfaced with a database created in Microsoft SQL Server ("**MS-SQL**"). The website shall be developed to run on a Microsoft Windows Server 2012 ("**MS-Server**"), or later. Responsive Website Design with visionMobile Designer™ mobile browsers will be compatible with the latest released versions at the time of Completion of iOS Safari, Android Chrome, and Windows Phone 7 Internet Explorer, but may not be compatible with previous or future versions. City is responsible for the costs of all software licensing. All of the web browsers listed in this section, and any others added by Consultant at its discretion are herein referred to collectively as the "**Supported Web Browsers**".

Consultant will design the website frontend navigation and graphic design to be compliant with WCAG 2.0 A and Section 508.

EXHIBIT B

SCOPE OF SERVICES SUBSCRIPTION SERVICES

Consultant shall provide Hosting Services, Support Services, and VCMS Licensing Services (collectively "**Subscription Services**") to the City.

- 1. Subscription. Consultant will provide Client a subscription to access and use the Plus Edition of VCMS.**

VCMS Licensing Services include:

- Functional enhancements to VCMS components.
- New VCMS Interactive Components that may be released from time to time by Consultant.
- Bug fixes to the VCMS code.
- Updates to provide compatibility to future versions of Supported Web Browsers within three months of their release. Compatibility with previous versions of Supported Web Browsers is not guaranteed.
- visionPulse™**. visionPulse is a community engagement platform fully integrated with the VCMS. City may use visionPulse to create a website campaign through topics and blogs, promote topics, conduct polls, gather comments and feedback from residents, and produce reports. visionPulse provides the following functionalities:
 - Social media and VCMS integration with single publish administration
 - Polls and comments
 - Tagging content across Client's website
 - Configurable moderation settings
 - Data analytics
 - Automated notifications and reports

VCMS Licensing Services do not include:

- Optional Interactive Components.
- Modules, Programs, or Software Applications.
- Conversion to new platforms.
- Modification of third-party products.
- Compatibility with Client's third-party products.
- Website design services.
- New Products. Consultant may from time to time release new software with capabilities substantially different from or greater than the VCMS and which therefore do not constitute System Updates or New VCMS Interactive Components. All other services not expressly provided for in this Agreement and its applicable Addendum(s).

visionCMS™ Functionality

Site Administration & Security

- ✓ Advanced WYSIWYG Editor
- ✓ In-page Editing
- ✓ User Management & Security
- ✓ Navigation Management
- ✓ Accessibility Features
- ✓ visionMobile Designer
- ✓ Approval Cycle*
- ✓ Mega Menu Designer*
- ✓ Extranet (Password Protected External Content)

User Experience & Interactivity

- ✓ Calendar
- ✓ FAQs
- ✓ Facility Directory
- ✓ Staff Directory
- ✓ Service Directory
- ✓ Google Translation
- ✓ Online Form Builder
- ✓ News Postings
- ✓ Job Posts
- ✓ Facilities/Events Registration

*Requires an implementation fee

visionLive
editions

**Plus
Edition**

- Online Polling ✓
- Citizen Request Management Tool ✓
- Business Directory ✓
- RFP Posts ✓
- Online Payments ✓
- visionSearch ✓
- Job Application Manager ✓

Outreach, Media & Social Networking

- eNotification Tool ✓
- Emergency Alerts ✓
- RSS Feeds ✓
- Facebook & Twitter Feed Readers ✓
- Audio & Video Embedding ✓
- Photo Gallery & Slide Show ✓
- visionSocial ✓
- Streaming Video Center ✓

Developer Features

- Import/Export ✓
- APIs ✓
- Sandbox Test Environment ✓

2. Support Services:

Consultant shall provide Support Services to City. Support Services is defined as technical support, account management, and education and training for the VCMS; provided, however, City does not (1)(a) modify the VCMS or (1)(b) use the VCMS in combination with any third-party system not authorized by Consultant, and (2) maintains a visionLive™ Subscription in accordance with this Agreement. Consultant will provide Support Services to a designated City account manager, system administrator or webmaster. Technical support is available by email and telephone from 6:00 AM to 6:00 PM Pacific Time, Monday through Friday excluding holidays ("**Business Hours**"), with emergency support available 24 hours a day, 7 days a week. An emergency is defined as City's website being down for more than ten (10) minutes. Support Services also include:

- (a) Dedicated Account Manager
- (b) Account Management*
 - a. Semi-annual account reviews (Health Checks)
 - b. Semi-annual site analytics report
 - c. Semi-annual graphics site audit
 - d. Up to 20 hours of site improvement credits**
- (c) Training and best practices webinars
 - a. Access to On-Demand Training Library
 - b. On-going new user training (via remote meeting service)
 - c. Monthly office hours (via remote meeting service)

* Health Checks, Site Analytics Report and Graphics Site Audit will not be performed until the second year of the Agreement and every year thereafter.

** Fifteen site improvement credits will be available beginning the second year of the Agreement and every year thereafter. Any unused hours in a given year may be carried over to the following year.

3. **Hosting:** Consultant will provide shared website hosting on a Microsoft Windows Server and shared database hosting on a Microsoft SQL Server for one (1) unique VCMS website. The shared server hosting service includes:

- (a) SSAE16 Type II compliant datacenter
- (b) Security access via ID, biometrics CCTV, and keycard
- (c) Redundant ISP providers
- (d) Firewall protection
- (e) Power failure equipment, including battery backup
- (f) Redundant generator backup
- (g) 24/7 monitoring
- (h) Daily data backups
- (i) 99.9% uptime
- (j) Intrusion protection
- (k) Continuous DDoS coverage and mitigation service
- (l) Up to 250 GB of content storage for main website

- (m) Up to 5GB of content storage for each basic subsite
- (n) Standard disaster recovery service with 90 minute failover

4. Unless City has retained other services from Consultant under the applicable Addendum, City is solely and exclusively responsible for all services not expressly provided for in this Agreement. Any changes, alterations or modification requested by the City to its website and/or intranet may be subject to a fee to be quoted by a Consultant representative at the time of the request. City may, at any time, upgrade from its current edition to either a Standard or Plus Edition, as applicable. City may not, during the initial Term or any renewal term, downgrade from its current edition to either a Standard or Basic Edition, as applicable. City acknowledges that the Subscription Services may be modified or improved because of the dynamic nature of technology. Consultant may, from time to time, make minor modifications to the Subscription Services, as a whole or any part thereof. Such minor modifications may be implemented with notice to City. Continued use of the Subscription Services following any modification shall constitute binding acceptance of the modification.

EXHIBIT C
RATE SCHEDULE

5 Year Total Cost Summary	
Year 1 Included Professional Services and FREE 1 st Year of: vLive Plus Edition visionPulse vLive for Basic Subsite vLive for Basic Subsite (Additional)	\$68,030.00
Year 2 2 nd Year of: vLive Plus Edition visionPulse vLive for Basic Subsite vLive for Basic Subsite (Additional)	\$16,400.00
Year 3 3 rd Year of: vLive Plus Edition visionPulse vLive for Basic Subsite vLive for Basic Subsite (Additional)	\$17,220.00
Year 4 4 th Year of: vLive Plus Edition visionPulse vLive for Basic Subsite vLive for Basic Subsite (Additional)	\$18,081.00
Year 5 5 th Year of: vLive Plus Edition visionPulse vLive for Basic Subsite vLive for Basic Subsite (Additional)	\$18,985.00
5 Year Total	\$138,716.00

EXHIBIT D

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT E

ACCEPTABLE USE POLICY

Consultant requires that all customers and licensees of its VCMS and/or visionLive™ Subscription Services (the "Services"), as defined in the Agreement, conduct themselves with respect for others. City shall observe the following Acceptable Use Policy ("AUP") in City's use of the Services:

1. Lawful Use

Only use the Services in accordance with all local, state, and federal laws. Do not use the Services for any unlawful or destructive purpose including, but not limited to, copyright and/or trademark infringement. Any text, data, graphics, or any other material displayed or published on your website is, and must continue to be, throughout the term of your Agreement, free from obscene or libelous material.

2. Intellectual Property

You must have all rights necessary to display all the images, data, information or other items being displayed on your website. Any text, data, graphics, or any other material displayed or published on your website is, and must continue to be, throughout the term of your Agreement, free from violation of or infringement of copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others. Further, you authorize Consultant to display those images, data, information or other items.

3. No Misuse and Spam

You must not misuse any of Consultant's resources or cause any disruption to its business ("Misuse"). Examples of Misuse include, but are not limited to, the display of pornography or linking to pornographic material, the sending of chain letters, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted in this manner (including, but not limited to, what is commonly referred to as "Spam").

4. No Hacking, Viruses, & Network Attacks

You must not use any process, program or tool via Vision for gaining unauthorized access to the accounts of other parties, including but not limited to, our other customers or account holders, or our other systems. You must not use the Services to make unauthorized attempts to access the systems and networks of others. You must not use the Services as a door or signpost to another server. You must not use the Services in a manner in which system or network resources are unreasonably denied to our other clients.

5. Password

You will have password access to the Services. You are responsible for keeping all passwords secure. If your password is lost, stolen or compromised in any way, immediately notify your assigned Vision Account Manager. You are responsible for all use of the Services accessed through the your passwords. Your passwords are not transferable to any third party and are subject to any limits established by Vision.

6. The Internet

You understand there are risks to using the Internet. The reliability, availability and performance of resources accessed through the Internet are beyond Vision's control and cannot be in any way warranted or supported by us. You are responsible for making backup copies of your files. Safeguards relative to copyright, ownership, decency, reliability and integrity of content may be entirely lacking with respect to the Internet and content accessible through it. Vision makes no warranty that any systems accessed will be free of computer viruses. Vision provides access to other systems not controlled by us including, but not limited to, discussion groups, RSS feeds, websites and databases, that may contain pictures and language intended for adult audiences. You further understand that Vision is not responsible for any damages that may result from exposure to such material, and therefore, you agree to hold Vision harmless from any resulting damage.

7. No Guarantees

Vision does not warrant any results from the use of any web pages created, hosted and/or maintained under the Services, including but not limited to, the number of page or site visitations, download speed, database performance, or the number of hits or impressions. Although Vision may offer an opinion about possible results regarding the subject matter of your Agreement, you understand that we cannot and do not guarantee any particular result. You acknowledge that Vision has made no promises about the outcome, and that any opinion offered by us does not constitute a guarantee.

8. Domain Name and Secure Digital Certificate

Upon your request, Vision will apply for a custom domain name of your choice. However, Vision cannot guarantee the availability of any particular name. You are responsible for all fees charged by the registrar, including setup and renewal fees. You will be responsible for all licensing fees, if any, including but not limited to secure digital certificate renewal fees. Vision will not be responsible for maintaining or renewing domain names, digital certificates, or any other third party registrations.

9. Breach

Neither your Agreement nor the AUP requires that Vision take any action against any customer or licensee for violating this AUP. However, if you violate any term of this AUP, Vision reserves the right to suspend access to the your website without prior notice, and may terminate the Services and/or your Agreement after Vision has given you notice and you fail to cure the violation within 15 days after such notice. If access is only suspended,

you will remain liable for all payments due under our Agreement as if access had not been interrupted.

10. Revision of AUP

Vision may change this AUP at any time by posting a new version on its website, and notifying you. The new version will become effective on the date indicated by such notice.

CITY COUNCIL

ITEM NO. 6.2



CITY OF INDUSTRY

Incorporated June 18, 1957

MEMORANDUM

To: Honorable Mayor Radecki and Members of the City Council

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

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

Date: February 9, 2017

SUBJECT: **Consideration of a Participant Agreement with the County of Los Angeles for Los Angeles Region-Imagery Acquisition Consortium 5 ("LARIAC5") for 2017 City of Industry Aerial Imagery in an amount not to exceed \$34,138.00**

Background

The Los Angeles Region-Imagery Acquisition Consortium ("LARIAC"), established in 2005, is a consortium of the County of Los Angeles, in partnership with cities and agencies, which collaboratively acquire valuable digital aerial data, including imagery and elevation data. The City of Industry ("City") has participated in the LARIAC since its inception and has been a part of all four (4) LARIAC data acquisitions. By leveraging the buying power of the combined agencies, LARIAC has reduced costs and enabled participants to acquire more data than would be possible individually. LARIAC has become a national model for collaborative data acquisition. LARIAC participants include 45 cities, 20 County departments, 11 local, state, and federal agencies, and 7 educational institutions.

LARIAC is in its fifth round ("LARIAC5") of digital aerial data acquisition, scheduled for winter 2016-17 with delivery by September 2017. LARIAC5 will update its highly accurate orthogonal and oblique imagery, as well as derived data including building outlines and land cover. Major new additions to LARIAC5 include near infrared imagery, as well as the addition of a new product, multiple imagery acquisitions

The benefits of digital aerial imagery and elevation data provide valuable support for decision making within agencies, as well as cost savings for operations. High quality imagery data enables staff to "see" before they go, and reduces field work and information collection costs. Some examples include:

- **Public Safety:** Fire and Police personnel can "see" the location of incidents and addresses, improving dispatching, crime analysis, incident response, and officer safety.
- **Public Works:** Reduces the need for field visits, supports traffic and pavement

management, storm drain and flood protection, and enhances project planning and infrastructure management.

- **Planning:** Improves code enforcement, site plan review, and understanding the impacts of new projects.
- **Economic Development:** Improves outreach to businesses by providing detailed site information for potential developments and surrounding areas.
- **Disaster Planning and Response:** Improves planning and response before, during, and after disasters, and provides the foundation for a Common Operating Picture.
- **Community Outreach:** Improves communication with residents by providing a picture of the area of discussion, increasing citizen engagement.
- **Operational Efficiency:** A consistent view of a city or agency supports collaboration, integration, and efficiency to lower operational costs.

The City will use the data obtained through this imagery collection process and integrate it into the City's Cartegraph work order geographic information system ("GIS") software to ensure the system is up-to-date with the latest information. The data is delivered in an AutoCAD ready format which will allow the City engineers to use the data immediately for 2D and 3D computer-aided design drawings. In addition, the City will have enhanced access to the LARIAC data, current parcel information, other County GIS data, mapping and GIS tools through the County's GIS Viewer.

Fiscal Impact

The fiscal impact associated with this action requires an appropriation of \$34,138.00 to General Fund – Public Works – Aerial Images and Photomapper (account no. 100-622-5905). One of the key benefits of LARIAC is cost sharing, which lowers costs as more cities and agencies participate. Cost savings are passed back to participants, and the more participants join, the lower the cost. If the costs for the City are lowered due to an increase in the number of participating agencies, the County will refund the City for any overpayments at the time of project completion.

Recommendation

- 1.) Staff recommends approving the Participant Agreement with the County of Los Angeles for Los Angeles Region-Imagery Acquisition Consortium 5 ("LARIAC5") for 2017 City of Industry Aerial Imagery in an amount not to exceed \$34,138.00; and
- 2.) Appropriating \$34,138.00 to General Fund – Public Works – Aerial Images and Photomapper (account no. 100-622-5905).

Exhibits

A. Participant Agreement by and between the County of Los Angeles and Participating Entities for the Los Angeles Region-Imagery Acquisition Consortium 5 ("LARIAC5")

Project

B. LARIAC Participants List

EXHIBIT A

Participant Agreement by and between the County of Los Angeles
and Participating Entities for the
Los Angeles Region-Imagery Acquisition Consortium 5 ("LARIAC5") Project

[Attached]

**PARTICIPANT AGREEMENT BY AND BETWEEN THE COUNTY OF LOS ANGELES
AND PARTICIPATING ENTITIES FOR THE
LOS ANGELES REGION – IMAGERY ACQUISITION CONSORTIUM 5 ("LARIAC5") PROJECT**

This Participant Agreement (Agreement) is made and entered into by and between the County of Los Angeles (County), a political subdivision of the State of California, and **City of Industry**, a California city, special district, or agency. Each individual city, district, or agency is referred to herein individually as a "Participating Entity" and collectively as the "Participating Entities". The County and the Participating Entities are hereinafter referred to collectively as the "Parties" and each individually as a "Party".

- A. **WHEREAS**, County has planned to acquire new digital orthogonal and oblique aerial imagery in the winter of 2016-2017 ("Project");
- B. **WHEREAS**, County has become aware that various Participating Entities have similar projects currently underway or plans to undertake similar projects in the near future;
- C. **WHEREAS**, in order to avoid the duplication of efforts and costs by the Parties, the Parties desire to pool their resources to collectively undertake the Project; and
- D. **WHEREAS**, the Parties intend to participate in the Project upon the terms and conditions set forth herein below.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the Parties agree as follows:

1. Purpose

The purpose of this Agreement is to provide a vehicle for the collective participation in the Project by the Parties. The Project shall focus on the acquisition of certain aerial imagery digital data which may include, but are not limited to, products listed in Attachment A ("Digital Data"). It is the intent of the Parties that Digital Data shall be acquired under this Agreement for areas within the County of Los Angeles covered by the jurisdictions of the Parties.

2. Responsibilities of the County

- A. Identify and provide specifications for Digital Data (or their derivatives) to the contractors hired to complete the Project.
- B. Develop all necessary procurement documents for necessary services to be provided by one or more qualified contractors in connection with the acquisition and administration of the Digital Data.
- C. Select the most qualified contractor or contractors to provide the necessary services in connection with the acquisition and administration of the Digital Data and thereafter, manage the entire acquisition and administration of the Project.
- D. With the assistance of one or more selected contractors, provide Quality Control (QC) for all Digital Data delivered under this Agreement.
- E. Arrange for the delivery of the Digital Data (or portions thereof) to the Participating Entity upon Project completion.
- F. Provide monthly reports to the Participating Entities on the status of the Project.

3. The Participating Entity Has the Right to

- A. Participate in identifying and providing technical specifications for the Digital Data (or their derivatives).
- B. Provide currently available geodetic points (with necessary standards and accuracy) for County's QC process.
- D. Acquire additional digital aerial products from the contractors through this agreement, provided that a Statement of Work is provided. County assumes no liability for the completion of these products.

4. Mutual Responsibilities; Maximum Contribution

The Parties shall be mutually responsible for the following:

- A. Financing the acquisition and administration of the Digital Data including, but not limited to, costs related to QC and the subsequent distribution thereof. The total cost of such acquisition and administration ("Total Cost") shall be allocated among the Parties and the Participating Entities. The portion of the Total Cost allocated to a Party hereunder shall be hereinafter referred to as the Party's "Maximum Contribution." Each Participating Entity will transfer its Maximum Contribution to a special trust account which has been established by the County for this Project ("Trust Account") and as further described in Paragraph 5 of this Agreement.

The Maximum Contribution of the Participating Entity shall be \$34,138.

B. In the event the Project is terminated for any reason before the execution of any contract with a contractor for the provision of goods and/or services in connection with the Project, each Participating Entity shall be refunded its Maximum Contribution (or such portion of the Maximum Contribution as shall have been paid to the County by such Participating Entity) in its entirety.

5. Payment of Maximum Contribution; Administration of Trust Account

A. A Participating Entity shall have the following options in paying its Maximum Contribution to the County hereunder:

- i. The Participating Entity may elect to pay its Maximum Contribution to County in its entirety upon execution of this Agreement.
- ii. The Participating Entity may elect to pay its Maximum Contribution to County as follows: (a) fifty percent (50%) of the Maximum Contribution upon its execution of this Agreement; and (b) fifty percent (50%) upon delivery of the Digital Data to the Participating Entity.

B. The Trust Account established by the County in connection with the Project, shall be subject to the following:

- i. All funds held in the Trust Account shall be used solely for the payment of contractors selected by County to provide goods and services in connection with the Project.
- ii. Any funds held in the Trust Account not expended upon the completion of the Project or the termination of this Agreement shall be held, administered, and returned to Parties based on their prorated contribution to the Total Cost of the Project.

6. General Terms and Conditions

A. This Agreement shall take effect upon execution and shall remain in effect through final delivery of all Digital Data and through the duration of the license-use term.

B. The term of this Agreement may be extended by an Amendment to this Agreement.

C. It is the intention of the Parties that the Participating Entity shall receive, with the delivery of the Digital Data, an unlimited irrevocable perpetual, royalty-free license. The license may be used to, modify, edit, reuse, reproduce,

translate, create derivatives, compile, other works based upon the Digital Data, and combine the data with other contents selected by the Participating Entity in its own operation, with an unlimited number of seats; including, but not limited to Internet and intranet applications, copying, and printing.

D. The Participating Entity shall have the right to transfer, sublicense, and distribute any form of media either now known or hereinafter desired, the Digital Data to its subcontractors or consultants on projects which are outsourced from its own operations. In this connection, the Participating Entity shall require each subcontractor or consultant to whom the Digital Data is transferred to execute a written acknowledgement and agreement to abide by such Participating Entity's license to use the Digital Data. Such acknowledgement and agreement is provided in Attachment B (Authorized User Confidentiality and Non-Disclosure Agreement).

E. Notwithstanding any provision of this Agreement to the contrary, a Participating Entity shall not have the right to sell, resell, or otherwise transfer its license to use the Digital Data to any other person or entity.

F. This Agreement may be amended or modified by County only after collaboration, consultation and approval of the Participating Entities.

G. Nothing in this Agreement shall be construed to give any person or entity, other than the Parties hereto, any legal or equitable right, remedy, or claim under or in respect to this Agreement or any provision herein contained. This Agreement and the provisions hereof are intended to be and are for the sole and exclusive benefit of the Parties.

H. No Party may terminate its participation under this Agreement after the execution of contract(s) for the acquisition of the Digital Data without the prior written consent of County.

I. Any other California city, special district, or agency may become a Participating Entity under this Agreement if:

- (i) Such entity executes this Agreement, and
- (ii) Such entity makes its Maximum Contribution to County as provided for under this Agreement. Any such contribution shall be deposited into the Trust Account and administered in accordance with subparagraph 5.B of this Agreement.

J. This Agreement may be executed in counterparts and the signed counterparts shall constitute a single instrument. The signatories to this Agreement represent that they have the authority to bind their respective party to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Participant Agreement for the Los Angeles Region – Imagery Acquisition Consortium 5 Program on the date indicated below.

PARTICIPANT ENTITY
City of Industry

COUNTY OF LOS ANGELES
INTERNAL SERVICES DEPARTMENT

By: _____

By: _____

Date: _____

Date: _____

DIGITAL DATA

All data will be acquired in 2017 unless otherwise noted.

Orthogonal Imagery

- 4-band orthogonal imagery (including color infrared) at 4-inch resolution in the urban areas, and 1-foot in the National Forest.
- Multiple formats (TIFF, JPEG2000, and compressed ECW).
- 3-band orthogonal imagery acquired 4 times a year (4-inch resolution) for internal use – provided as a map service.

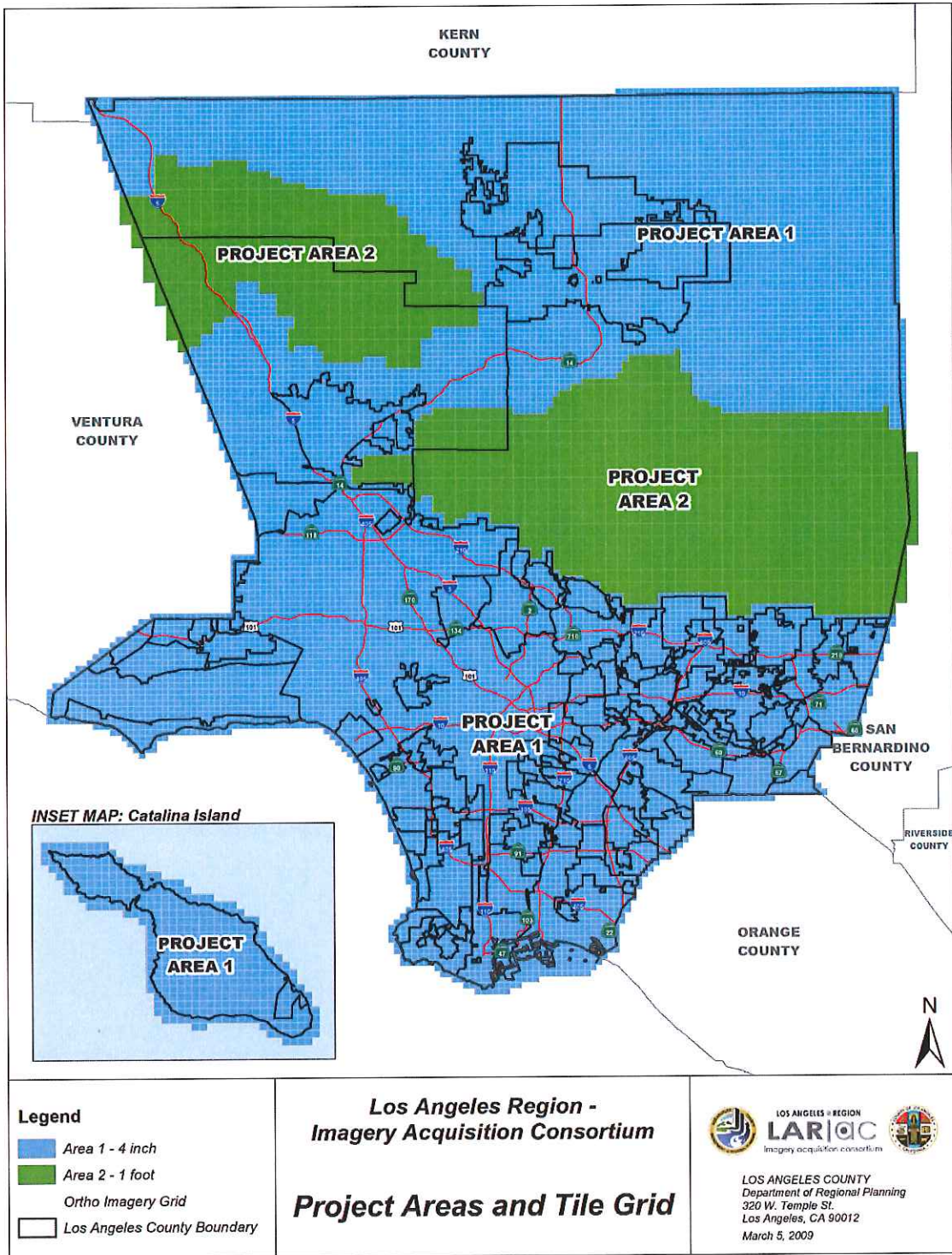
Oblique Imagery

- 3-band color oblique imagery at 4-inch resolution.
- Online hosted access for desktop and mobile devices.

Building Outlines

- Building outlines updated for all buildings over 400 square feet.

Map 1: Areas for Orthogonal Imagery Products



Map 2: Areas for Oblique Imagery Products

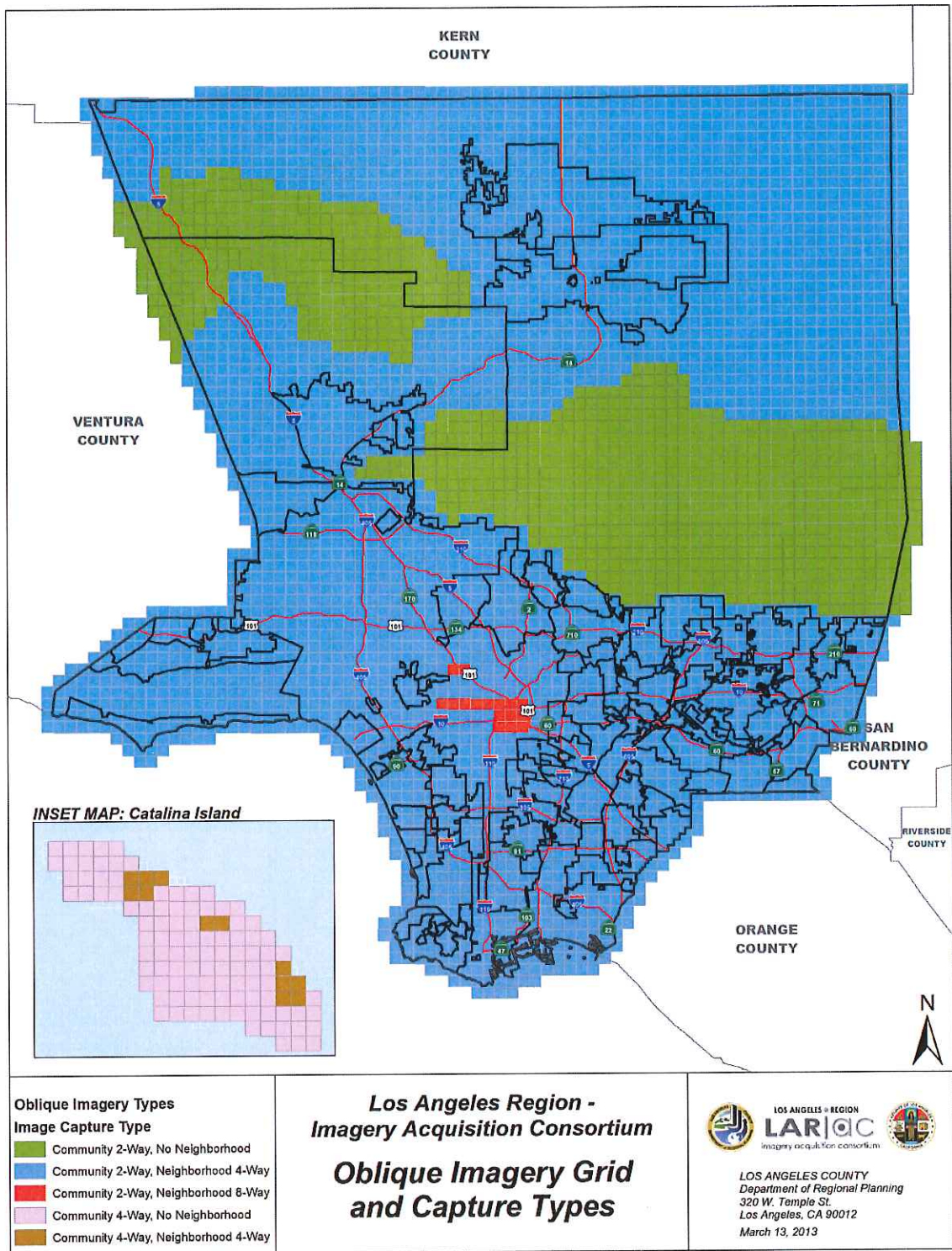


EXHIBIT B

LARIAC Participants List

[Attached]

LARIAC PARTICIPANTS

	LARIAC1	LARIAC2	LARIAC3	LARIAC4
Cities				
City of Agoura Hills	X		X	
City of Arcadia				X
City of Azusa	X	X		X
City of Bellflower			X	
City of Beverly Hills	X	X	X	X
City of Burbank	X	X	X	X
City of Carson	X	X	X	X
City of Cerritos	X	X		X
City of Claremont		X	X	X
City of Covina	X	X		X
City of Culver City	X	X	X	X
City of Diamond Bar	X	X		
City of Downey	X		X	X
City of Duarte				X
City of El Monte				X
City of El Segundo	X	X	X	X
City of Gardena				X
City of Glendale	X	X	X	X
City of Hermosa Beach	X	X	X	X
City of Industry	X	X	X	X
City of Inglewood	X	X	X	X
City of Irwindale	X	X		
City of La Canada Flintridge	X	X	X	X
City of La Habra Heights	X	X		
City of Lakewood	X	X	X	X
City of Lancaster	X			
City of Long Beach	X		X	X
City of Los Angeles	X	X	X	X
City of Manhattan Beach	X	X	X	X
City of Monrovia	X			
City of Monterey Park	X	X		X
City of Norwalk				X
City of Palmdale	X			
City of Pasadena	X	X	X	X
City of Rancho Palos Verdes				X
City of Redondo Beach	X	X		X
City of San Dimas			X	X

	LARIAC1	LARIAC2	LARIAC3	LARIAC4
City of Santa Clarita	X	X	X	X
City of Santa Fe Springs	X		X	
City of Santa Monica	X	X	X	X
City of Signal Hill				X
City of South El Monte	X	X		
City of South Pasadena			X	
City of Torrance	X	X	X	X
City of Westlake Village	X			X
City of Whittier	X	X	X	X
County Departments				
Agricultural Commission/Weights and Measures	X	X	X	X
Chief Executive Office/Office of Emergency Management	X	X	X	X
Department of Animal Care & Control		X	X	X
Department of Beaches & Harbors	X	X	X	X
Department of Children & Family Services		X	X	X
Department of Community & Senior Services		X	X	X
Department of Health Services	X	X	X	X
Department of Mental Health		X	X	X
Department of Parks & Recreation	X	X	X	X
Department of Public Health	X	X	X	X
Department of Public Social Services		X	X	X
Department of Public Works	X	X	X	X
Department of Regional Planning	X	X	X	X
Fire Department		X	X	X
Internal Services Department	X	X	X	X
Office of the Assessor	X	X	X	X
Probation Department		X	X	X
Public Library		X	X	X
Registrar-Recorder/County Clerk	X	X	X	X
Sheriff's Department		X	X	X
Local, State, and Federal Agencies				
Alameda Corridor Transportation Authority		X		
Caltrans	X			
LA County Sanitation Districts	X	X	X	X
LARGIN (LA Region Gang Information Network)	X	X		
Port of Los Angeles	X	X	X	X

	LARIAC1	LARIAC2	LARIAC3	LARIAC4
Santa Catalina Island Conservancy	X	X	X	X
US Geological Survey		X	X	X
Amigos de Los Rios			X	
US National Guard			X	X
Los Angeles Air Force Base			X	X
Metropolitan Transit Authority (MTA)				X
Educational Institutions				
Palos Verdes on the NET			X	
California Poly Pomona				X
California State University Long Beach	X	X	X	
California State University Los Angeles		X		X
Rio Hondo Community College				X
University of Southern California (USC)	X	X	X	
University of California at Los Angeles (UCLA)	X	X	X	

CITY COUNCIL

ITEM NO. 6.3



CITY OF INDUSTRY

Incorporated June 18, 1957

MEMORANDUM

To: Honorable Mayor Radecki and Members of the City Council

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

Staff: Alex Gonzalez, Director of Development Services and Administration *as*
Roberto Ramirez, P.E., Senior Project Manager, Cordoba Corporation

Date: February 9, 2017

SUBJECT: **Consideration of Formal Bidding Activity for Red Curb Markings, Project No. 436 per City of Industry Municipal Code Section 3.52.040(A) Adoption of Plans and Bidding – Public Projects**

BACKGROUND

At the direction of City staff, Cordoba Corporation ("Cordoba") engineers evaluated red curb markings throughout the City of Industry ("City") to ensure that all red curb markings are in accordance with accepted engineering standards. Red curb painting restricts parking and stopping on public streets to maintain safe traffic conditions. Annual red curb zone maintenance is necessary and a regular activity of municipalities. The City is in need of a contractor to perform these maintenance activities.

Given the need for additional markings, and necessary repainting of existing markings, Cordoba prepared bid specifications for painting and refreshing red curb within the City. The bid specifications include a City Maintenance Zoning Map and specifications including traffic control calming measures (for a summary of the specifications, see below). The engineer's estimate for this project is \$515,200 based on the 130 miles of red curb to be painted.

SPECIFICATIONS

Contractor shall paint existing street curb red throughout the City by zones as shown on the attached zoning map and/or as directed by the City. Contractor shall perform all work necessary for "Red Curb Markings", including, but not limited to:

- Posting of "No Parking Signs" minimum 48 hours in advance of work and maintaining no parking zone until paint is dry;
- Scraping, and brushing curb clean, removing any debris from gutter;

- Painting top and face of curb with Caltrans approved water-borne red traffic paint; and
- Clean up and removal of any spills and overspray.

Curb painting and/or markings shall be performed in accordance with the Manual of Uniform Traffic Control Devices, latest edition California Supplement and the Caltrans Standard Plans and Specifications. Paint materials shall conform to Section 210, Paint and Protective Coatings of the Standard Specifications for Public Works Construction ("SSPWC") "Greenbook", latest edition and these Special Provisions.

Traffic controls, including but not limited to vehicular and pedestrian traffic controls, maintenance of vehicular and pedestrian access, detours, and closures shall be in accordance with Subsections 7-10 of the latest edition of the "Standard Specifications for Public Works Construction", including all its subsequent amendments, the minimum requirements of Manual on Uniform Traffic Control Devices ("MUTCD") or other measures necessary to protect the public as may be determined by the Engineer. Warning signs, lights, cones, barricades and devices for use in performance of work upon highways shall conform to the "California Manual of Uniform Traffic Control Devices" ("CA MUTCD"), 2012 edition, published by the Federal Highway Administration, and the "Work Area Traffic Control Handbook" ("WATCH Manual"), current edition.

At least ten (10) working days prior to commencing work, the Contractor shall submit to the Engineer his/her proposed schedule for closure if necessary, and his/her proposed traffic control plan. Submittals shall be made sufficiently in advance of any re-routing detour of traffic to allow for a review and approval. The traffic control plan including pedestrian access shall be a scaled drawing showing existing topographic features and existing traffic control devices as well as proposed temporary traffic control.

All driveways of the project shall be open to the public with a minimum of one (1) traffic lane before 7:30 a.m. and after 5:00 p.m. and on Saturdays, Sundays and Holidays. Normal work hours are 8:00 a.m. to 5:00 p.m. Monday through Friday except holidays. No streets of the project may be closed before 7:30 a.m. and must be open after 5:00 p.m. Traffic lanes shall have a minimum width of 10 feet. A minimum 5 feet shall be provided adjacent to any excavation, unless otherwise authorized by the Engineer.

All places of business and residences along the streets that are within the limits of any work shall be notified by the Contractor in writing at least seven (7) days prior to commencement of work. This notification shall explain the sequence of work and indicate any restrictions of parking and access. Verbal notification shall be given to all places of business and residences at least 18 hours in advance of commencing work that will affect access to and from their properties.

Fiscal Impact

City staff will present an Agreement for consideration and request an appropriation of funds at the time of award.

Recommendation

- 1.) City Council approve the specifications for the red curb markings per City of Industry Municipal Code Section 3.52.040(A) Adoption of Plans and Bidding – Public Project;
- 2.) Authorize City staff to commence a formal bidding process using PlanetBids per City of Industry Municipal Code Section 3.52.090 Formal Bid Procedures – Public Projects; and
- 3.) City staff to present an Agreement for City Council consideration once the formal bid process has been completed.

Exhibits

- A. Notice Inviting Sealed Bids for City of Industry, Project No. 436 Red Curb Markings
 - B. Engineer's Estimate for Red Curb Markings, Project No. 436
 - C. Special Requirements – Technical Provisions Red Curb Markings
 - D. City of Industry Maintenance Zoning Map
-

PJP/AG/RR/KW:yp

EXHIBIT A

**Notice Inviting Sealed Bids for City of Industry, Project No. 436
Red Curb Markings**

[Attached]

FOR PUBLICATION

NOTICE INVITING SEALED BIDS FOR:

**CITY OF INDUSTRY
PROJECT NO. 436**

RED CURB MARKINGS

CONTRACT NO. CITY-1436

The **CITY OF INDUSTRY**, hereinafter referred to as the **CITY**, will receive bids for the construction of the above project until **1:00 P.M.** on **March 13, 2017**, via the City of Industry's PlanetBids™ vendor portal. Bids are to be submitted through <http://www.cityofindustry.org/?p=proposal-and-bid>.

Postmarks, mailed, emailed, or hard copy bids will not be accepted. Late bids will not be accepted.

It is the responsibility of the bidder to be sure the bid is submitted prior to the date and time indicated above. Digital versions of the plans and specifications are available on the vendor portal. Hard copies will no longer be available for purchase at CNC Engineering.

At the time of submission of the bid and thereafter, each bidder must at a minimum be licensed as a C-31 – Construction Zone Traffic Control Contractor and C-32 – Parking and Highway Improvement Contractor as defined in Sections 7055-7058 of the Business and Professions Code. Each bidder shall set forth on the Bidder's Information Sheet and the Contractor's License Affidavit the classification and number of the requisite license which that bidder holds.

The **CITY** reserves the right to award the contract to the contractor with another license class if the **CITY** determines that the license class is proper for the proposed work.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. Any bids submitted without proof that bidder and any listed subcontractor(s) are currently registered and qualified to perform public work, pursuant to Labor Code Section 1725.5, may not be accepted by the City.

The Scope of Work is as follows: Provide all labor, materials, equipment, tools and other necessary items for the painting of red curbs citywide.

(Continued)

**CITY OF INDUSTRY
PROJECT NO. 436**

RED CURB MARKINGS

CONTRACT NO. CITY-1436

Each bid shall be accompanied by a bid guarantee in the form of a Certified or Cashier's Check or Bidder's Bond for not less than ten percent (10%) of the total amount of the bid, made payable to the **CITY OF INDUSTRY**.

The contractor may, at his own expense, substitute securities for monies to be withheld to ensure performance under the contract.

By the order of the **CITY OF INDUSTRY** dated **February 9, 2017**

Diane M. Schlichting - Chief Deputy City Clerk

EXHIBIT B

Engineer's Estimate for Red Curb Markings, Project No. 436

[Attached]

ESTIMATE FOR:

CITY OF INDUSTRY

PROJECT NO. 436

RED CURB MARKINGS

CONTRACT NO. CITY-1436

ENGINEER'S ESTIMATE

\$ 515,200.00

EXHIBIT C

Special Requirements – Technical Provisions Red Curb Markings

[Attached]

SPECIAL REQUIREMENTS
Technical Provisions

SPECIAL REQUIREMENTS **i**

Technical Provisions **i**

A. Traffic Control 1

B. Relocate Street Sign..... 3

C. Paint Red Curb 3

A. Traffic Control

Attention is directed to Section 7-10, "Public Convenience and Safety", of the Standard Specifications for Public Works Construction, latest edition and these Special Provisions. It is the contractor's responsibility to provide adequate and safe traffic control at all times.

Traffic controls, including but not limited to vehicular and pedestrian traffic controls, maintenance of vehicular and pedestrian access, detours, and closures shall be in accordance with Subsections 7-10 of the latest edition of the "Standard Specifications for Public Works Construction", including all its subsequent amendments, the minimum requirements of Manual on Uniform Traffic Control Devices (MUTCD) or other measures necessary to protect the public as may be determined by the Engineer. Warning signs, lights, cones, barricades and devices for use in performance of work upon highways shall conform to the "California Manual of Uniform Traffic Control Devices" (CA MUTCD), 2012 edition, published by the Federal Highway Administration, and the "Work Area Traffic Control Handbook" (WATCH Manual), current edition.

At least ten (10) working days prior to commencing work, the Contractor shall submit to the Engineer his/her proposed schedule for closure if necessary, and his/her proposed traffic control plan. Submittals shall be made sufficiently in advance of any re-routing detour of traffic to allow for a review and approval. The traffic control plan including pedestrian access shall be a scaled drawing showing existing topographic features and existing traffic control devices as well as proposed temporary traffic control.

The Contractor shall furnish, erect, maintain and regularly inspect precautionary traffic and construction signs, barricades, lights, pedestals, lanterns, delineators, channelizers, temporary railing, temporary striping, temporary reflective centerline and lane line tapes, portable flashing lights, barriers, flashing arrow signs, changeable message signs, incidentals and flagmen and other devices as are necessary to prevent accidents and avoid damage or injury to the public. These devices shall conform to the requirements set forth. Traffic signs conflicting with the improvement shall be covered or relocated as directed by the Engineer. All temporary striping, signing and devices shall be maintained by the Contractor to the satisfaction of the Engineer.. Also, place temporary tape on all crosswalks.

All warning, regulatory and construction signs shall be fully reflectorized. The traffic cones to be used shall be thirty-six inches (36") in height, rubber or plastic, and be reflectorized. All work areas for the night must be properly lighted to the satisfaction of the Engineer.

The Contractor shall furnish at his expense and with no extra cost; labor, materials, tools, equipment such flagmen and guards as are necessary to give adequate warning to the public that construction work is underway and of any dangerous conditions. Flagmen shall perform their duties and be provided with equipment in accordance with current Manual on Uniform Traffic Control Devices (MUTCD). The equipment shall be furnished, kept clean and kept in good repair by the Contractor at his own expense.

The Contractor shall so conduct his operations as to offer the least possible obstruction and inconvenience to the residents. Convenient access to abutting properties shall be maintained and remain open, unless approved by the Engineer. Access to mailboxes must be maintained at all times such that the postal delivery service is not interrupted. Trash pick-up service shall not be interrupted. Access to vacant and unused property may be restricted when approved by the Engineer. Both vehicular and pedestrian access shall be maintained at all times to other

property, except as otherwise specifically authorized in writing by the Engineer.

All driveways of the project shall be open to the public with a minimum of 1 traffic lane before 7:30 a.m. and after 5:00 p.m. and on Saturdays, Sundays and Holidays. Normal work hours are 8:00 a.m. to 5:00 p.m. Monday through Friday except holidays. No streets of the project may be closed before 7:30 a.m. and must be open after 5:00 p.m. Traffic lanes shall have a minimum width of 10 feet. A minimum 5 feet shall be provided adjacent to any excavation, unless otherwise authorized by the Engineer.

During the progress of work, adequate provisions shall be made by the Contractor to accommodate the normal vehicular and pedestrian traffic immediately adjacent to or crossing the work, so as to cause a minimum of inconvenience to the general public. Emergency vehicles shall be permitted access at all times to any street. Access shall also be maintained for emergency service providers' personnel and equipment.

The following traffic control measures are a minimum and do not supersede any more restrictive requirements in the plans and specifications.

1. The construction contractor will time the construction activities to minimize obstruction of through traffic lanes adjacent to the site during peak hour traffic.
2. The construction contractor will provide adequate traffic management resources, as determined by the City, to ensure adequate access to all occupied properties on a daily basis, including emergency access.
3. During the course of construction if damage is caused to existing roadway due to Contractors' work activities (i.e. truck hauling, loading and unloading of materials and equipment, or heavy equipment operation on City streets), Contractor is required to repair and restore the roadway condition comparable to that which existed prior to initiating construction. The City shall verify the acceptability of all temporary roadway repairs. Such repairs and restoration work shall be paid for by the Contractor and no additional compensation will be allowed therefor.

In addition to the foregoing traffic control and safety measures, the Contractor shall undertake immediately to implement any measures requested by the Engineer, as defined necessary to ensure the proper flow of traffic and the protection of the public and the safety of the workers. The Contractor shall maintain at all times the ability to respond to calls from the Engineer, including during non-working hours to replace or provide additional traffic control or safety devices as required.

All places of business and residences along the streets that are within the limits of any work shall be notified by the Contractor in writing at least seven (7) days prior to commencement of work. This notification shall explain the sequence of work and indicate any restrictions of parking and access. Verbal notification shall be given to all places of business and residences at least 18 hours in advance of commencing work that will affect access to and from their properties.

The Contractor shall post appropriate signs restricting turns when directed to do so by the Engineer. Unless otherwise provided herein, the Contractor may post temporary "NO PARKING" signs within the area of work as required to facilitate construction operations, subject to approval of the Engineer. The Contractor will be responsible for posting, removing, and maintaining these signs as required for this project. The Contractor shall make his own arrangements relative to keeping the working area clear of parked vehicles. The Contractor

shall obtain prior approval from the Engineer for removal of vehicles.

The provisions in this Section may be modified or altered if, in the opinion of the Engineer, public traffic will be better served and work expedited. Said modifications or alterations shall be adopted immediately and shall be considered paid in full as a part of the lump sum contract bid price for "Traffic Control", and no additional compensation will be allowed therefor.

Payment: Traffic control shall include furnishing all required to comply with the provisions specified and referred to herein above. Full compensation for complying with the work contained in this section. Traffic Control shall be paid at the contract Lump Sum bid price and no additional compensation will be allowed therefore.

B. Relocate Street Sign

All work shall conform to the provisions in Subsection 5-4, "Relocation", of the Standard Specifications, and these Special Provisions. Existing sign shall be salvaged and relocated as directed by the City inspector.

Payment: "Relocate Street Sign" shall be made at the contract unit price for each and shall constitute full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals required for all of the work involved in removing and disposing existing light poles as shown on the plans and as specified herein.

C. Paint Red Curb

Contractor shall paint existing street curb red throughout the City of Industry by zones as shown on the attached zoning map and/or as directed by the City. Contractor shall perform all work necessary for "Red Curb Markings", including, but not limited to:

- Posting of "No Parking Signs" minimum 48 hours in advance of work and maintaining no parking zone until paint is dry
- Scraping, and brushing curb clean, removing any debris from gutter
- Painting top and face of curb with Caltrans approved water-borne red traffic paint
- Clean up and removal of any spills and overspray

Curb painting and/or markings shall be performed in accordance with the Manual of Uniform Traffic Control Devices, latest edition California Supplement and the Caltrans Standard Plans and Specifications. Paint materials shall conform to Section 210, Paint and Protective Coatings of the SSPWC "Greenbook", latest edition and these Special Provisions.

Any traffic striping and markings that is eliminated or damaged during construction shall be replaced by the contractor as directed and approved by the Engineer. Temporary striping and markings shall be removed by wet sandblasting or approved method, when no longer required, to the satisfaction of the Engineer.

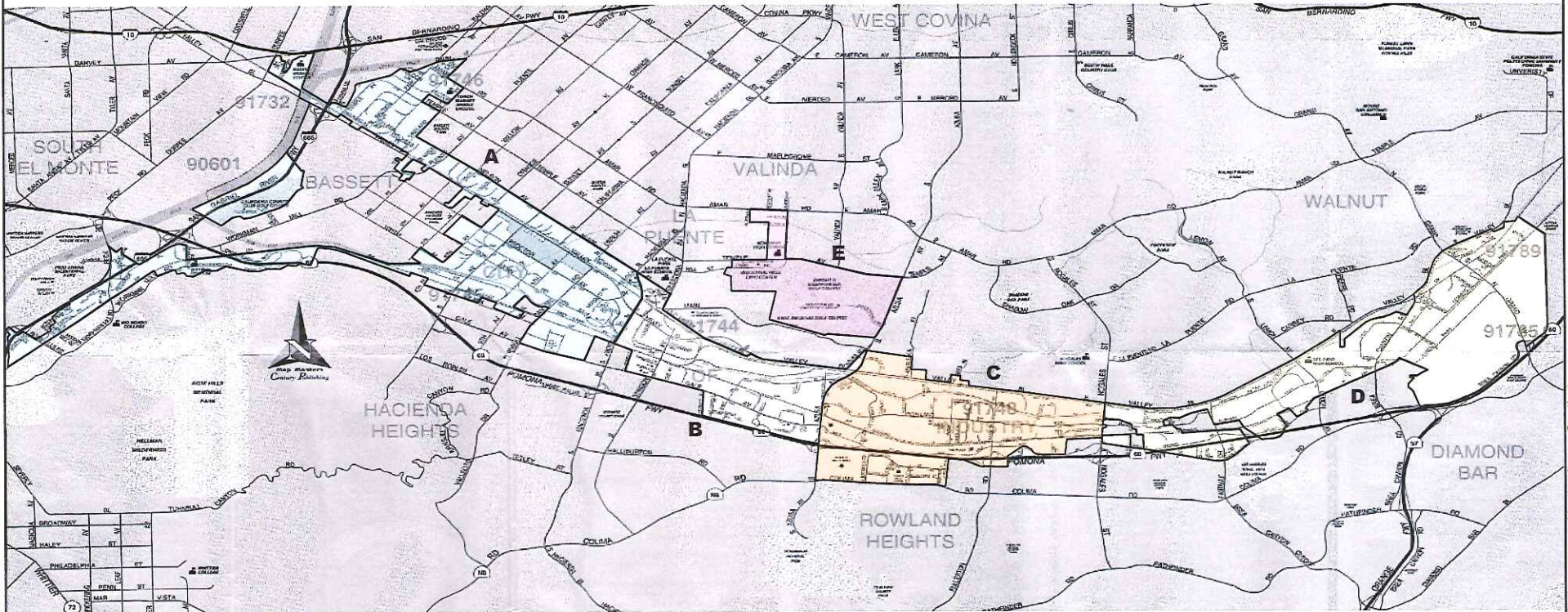
Payment: The payment for the various items of "Red Curb Markings" shall be made at the contract unit price per linear foot and shall constitute full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals required for all of the work involved in painting of existing curbs as specified herein.

EXHIBIT D

City of Industry Maintenance Zoning Map

[Attached]

CITY OF INDUSTRY MAINTENANCE ZONE MAP



DESCRIPTION

- A** ZONE A **D** ZONE D
- B** ZONE B **E** ZONE E
- C** ZONE C



CITY COUNCIL

ITEM NO. 6.4



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 Radecki and Members of the City Council

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

STAFF: Clement N. Calvillo, City Engineer, CNC Engineering *CNC*
Joshua Nelson, Deputy City Engineer, CNC Engineering *JN*
Upendra Joshi, Project Manager, CNC Engineering *UJ*

DATE: February 9, 2017

SUBJECT: Right-of-Way Agreement between the City of Industry and Telecommunication Service Provider, Verizon Wireless, to Locate Certain Facilities at the East Side of Hanover Road (JN-6207)

The City has received an application for an excavation permit from a telecommunication service provider, Verizon Wireless, to locate certain facilities on the east side of Hanover Road approximately 283 feet south of Castleton Street in the City Right-of-Way. Verizon Wireless does not have, and is not required to have, a franchise agreement with the City, but is permitted under State law to use City Right-of-Ways for their facilities subject to such reasonable and uniformly applied time, place and manner regulations as may be imposed by the City.

As part of the excavation permit process, the City is requiring Verizon Wireless to enter into a Right-of-Way Agreement in order to establish clear terms and conditions by which such facilities may be placed in the City's Right-of-Way, including Verizon Wireless' obligation to remove and relocate their facilities under prescribed circumstances. Verizon Wireless has reviewed and agreed to the proposed Agreement.

Fiscal Impact:

No fiscal impact.

Recommendation:

Staff recommends that the City Council approve the Right-of-Way Agreement and authorize the Mayor and Chief Deputy City Clerk to execute the same. After the City Council approval, any work proposed by Verizon Wireless within the City Right-of-Way will be reviewed and approved by the City Engineer as part of the excavation permit process.

Exhibit:

- A. Right-of-Way Agreement between the City of Industry and Verizon Wireless dated February 9, 2017

EXHIBIT A

Right-of-Way Agreement between the City of Industry and Verizon Wireless to Locate
Certain Facilities at the East Side of Hanover Road, dated February 9, 2017

[Attached]

RIGHT-OF-WAY AGREEMENT

This Right-of-Way Agreement ("Agreement") is entered into as of February 9, 2017 (the "Effective Date"), between the City of Industry, California, a California a municipal corporation ("CITY"), and Los Angeles SMSA Limited Partnership, a California Limited Partnership, dba Verizon Wireless ("UTILITY"). CITY and UTILITY are individually referred to in this Agreement as a "Party", and collectively as the "Parties."

RECITALS

A. UTILITY is authorized to provide telecommunications services within the state of California ("State") pursuant to a Certificate of Public Convenience and Necessity issued by the Public Utilities Commission of the State of California (Certificate No. 8435500014).

B. UTILITY has the requisite authority to construct, install, and maintain facilities that occupy public rights-of-way, located at the east side of Hanover Road, approximately 283 feet south of Castleton Street, within the territorial limits of the CITY (the "Territory") and to otherwise provide telecommunications services, and desires to construct, install, and maintain such facilities.

C. The Parties desire to establish the terms and conditions on which UTILITY will access and occupy the CITY's public rights-of-way for purposes of constructing, installing, and maintaining facilities in the CITY's Territory in connection with its provision of telecommunications services.

NOW, THEREFORE, in consideration of the mutual agreements, provisions, and covenants contained in this Agreement, the Parties agree as follows:

I. SCOPE OF RIGHTS AND OBLIGATIONS

A. Installation and Operation of Facilities. Subject to the terms of this Agreement, all applicable CITY laws, ordinances, codes, policies and administrative regulations, including, but not limited to, Chapter 12.08 of the Industry Municipal Code, as they may be amended (collectively "CITY laws"); and the issuance of any applicable permits required by the CITY laws or any other Federal or State laws (including any permits for the making of excavations, fills, or obstructions in any streets or highways in the Territory required by the CITY), UTILITY may, at UTILITY's expense and during the Term (defined below):

1. locate, lay, place, attach, install, control, construct, repair, and maintain wires, cables, pipes, and other equipment and services (the "Facilities") on, in, along, across, under, over, or through the streets, alleys, highways, bridges, or other dedicated public vehicular rights-of-way, in the Territory (i) owned or acquired by the CITY from and

after the Effective Date, or (ii) over which the CITY has or acquires jurisdiction or control from and after the Effective Date (the "Rights-of-Way"); and

2. operate and use the Facilities to conduct its business in the Territory.

B. Permitted Uses. This Agreement does not convey any property interest to UTILITY, nor may UTILITY claim under this Agreement any property interest, in the Rights-of-Way. The rights granted to UTILITY and arising under this Agreement are subject and subordinate to the CITY's right to use the Rights-of-Way in the performance of its Public Duties. For purposes of this Agreement, "Public Duties" means the laying, installation, maintenance, protection, replacement, and removal of sanitary sewers, water mains, storm drains, gas mains, overhead and underground electric lines, telephone lines, cable television lines, together with any appurtenances thereof and the right of egress and ingress on, along, across, under, over, and through the Rights-of-Way, and any change of grade, alignment or width of the Rights-of-Way, the installation of curbs, gutters, or landscaping along the Rights-of-Way, and any maintenance, repair, or resurfacing of any Rights-of-Way.

C. No Interference. Except as authorized or permitted by applicable law, in the performance of and exercise of its rights under this Agreement, UTILITY may not materially interfere with the operation of any sanitary sewers, water mains, storm drains, gas mains, overhead and underground electric lines, telephone lines, cable television lines, or facilities relating thereto, located in the Territory and owned or controlled by the CITY or a third party. UTILITY shall not obstruct any public street or sidewalk without obtaining such encroachment permits or other approvals as may be required by CITY. UTILITY shall conduct construction, maintenance or repair work only during those hours set forth in the City's Municipal Code when construction activities are permitted.

D. Maintenance. UTILITY agrees to maintain its Facilities in good condition at all times during the Term. In the event that any Facilities cause damage to the CITY's Rights-of-Way or interfere with the performance of any Public Duties or other uses of the Rights-of-Way as provided in Section 1.C above, UTILITY agrees, upon notice from the CITY, to promptly commence and complete all necessary repairs to cure any such damage caused by the Facilities, at its own cost and expense.

E. Removal and Relocation.

1. If UTILITY has attached or connected its Facilities to the facilities of other utilities or parties located in the Rights-of-Way such as light poles or telephone poles or is otherwise sharing such facilities pursuant to any lease, sublease or other agreement, the UTILITY will be bound to relocate or remove its Facilities at the same time and in the same manner as such utilities or parties at UTILITY's sole cost and expense.

F. Abandonment

1. Nothing in this Agreement may be construed as requiring UTILITY to exercise its rights hereunder. Accordingly, UTILITY may abandon any of its Facilities in its sole discretion at any time upon written notice to the CITY (an "Abandoned Facility"). In the event UTILITY abandons one or more Facilities, UTILITY will, at its sole expense, vacate and remove the Facilities within six (6) months of such abandonment. UTILITY's obligations arising under this Section 1.F are in addition to obligations imposed on UTILITY by applicable CITY laws or other laws relating to the refilling of excavations or removal of obstructions. Notwithstanding the foregoing, with the CITY's written consent, UTILITY will not be required to vacate or remove an Abandoned Facility, and such Abandoned Facility will convey to the CITY as part of such written agreement.
2. If UTILITY fails to vacate or remove an Abandoned Facility (or otherwise obtain consent from the CITY not to vacate or remove the Abandoned Facility) within six (6) months of its notice of abandonment, the CITY will deliver UTILITY written notice of such failure. UTILITY will have an additional three (3) months from and after the date it receives such notice from the CITY to remove the Abandoned Facility. If UTILITY fails to vacate or remove the Abandoned Facility after such three-month period, the CITY may either (i) remove the Abandoned Facility at UTILITY's expense, which expense UTILITY must remit to the CITY within sixty (60) days of receiving an invoice from the CITY setting forth the nature and scope of such expenses; or (ii) deem the Abandoned Facility to have been abandoned and conveyed to the CITY.

G. Non-Exclusivity. UTILITY acknowledges that the rights granted under this Agreement are not exclusive, and that CITY may grant the same or similar rights and privileges to other authorized persons or companies, provided that such grant of rights or privileges does not materially interfere with UTILITY's Facilities.

II. TERM

A. Term. The initial term of this Agreement is for 10 years from the Effective Date (the "Initial Term").

B. Renewal. Upon the expiration of the Initial Term, this Agreement will automatically renew for successive one-year terms unless UTILITY notifies CITY of its intent not to renew the Agreement (any such period, the "Renewal Term," together with

the Initial Term, the "Term"). Such notice must be made in writing no less than 30 days prior to the expiration of the Initial Term or the Renewal Term, as applicable.

C. Effect of Expiration. Upon the expiration of this Agreement, all rights and obligations between the Parties will cease except for UTILITY's removal obligations under Section 1.E and its indemnity obligations under Section IV.D, which will expressly survive the expiration of this Agreement. Notwithstanding the forgoing, the expiration of this Agreement, will not affect or diminish either Party's rights, claims, or remedies available in equity, at law or otherwise arising hereunder.

D. Termination. This Agreement may be terminated by the CITY upon 30 days' prior written notice to the UTILITY for breach of the Agreement. Upon receipt of the termination notice, UTILITY shall have 30 days following receipt of written notice from CITY to cure the breach, and provide evidence to the satisfaction of the CITY that the breach is cured, unless the cure cannot reasonably be completed within such time and UTILITY has begun diligently curing the default within such notice period and, thereafter, diligently prosecutes the cure to completion. In the event the breach remains uncured or UTILITY has not commenced to cure within such 30-day period, and the CITY has not provided an extension to cure, the termination shall be effective.

III. COMPLIANCE WITH APPLICABLE LAW

UTILITY agrees to comply with all CITY laws; provided, however, that such laws are consistent with State and Federal laws, including those relating to UTILITY's right to construct, install, and maintain the Facilities and its right to provide intrastate and interstate telecommunications services. In the event of a conflict between such laws and this Agreement, the provisions of this Agreement will control.

IV. MISCELLANEOUS

A. Assignment and Transfer of Control; Binding Effect. UTILITY may assign or transfer its rights and obligations under this Agreement to any other party upon prior notice to and consent from CITY based upon reasonable evidence that such party is authorized to maintain and operate the Facilities. Notwithstanding the foregoing, this Agreement may be sold, assigned or transferred by UTILITY without any approval or consent of the CITY to UTILITY's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of UTILITY's assets in the market defined by the Federal Communications Commission in which the Territory is located by reason of a merger, acquisition or other business reorganization. Without limiting the generality of the foregoing, this Agreement is binding upon and will inure to the benefit of the Parties and their successors.

B. Notice. Every notice or response to be served on the CITY or UTILITY must be in writing and will be deemed to have been duly given to the required party on the earlier of: (i) where there is personal delivery; the date of actual receipt; or (ii) three (3)

business days after having been posted in a properly sealed and correctly addressed envelope by certified or registered mail, postage prepaid, at a post office or branch thereof regularly maintained by the U.S. Postal Service. Such notices or responses shall be addressed as follows:

If to the CITY: City Manager
CITY of Industry
15625 East Stafford Street, Suite #100
Industry, CA 91744

With copies to: CNC Engineering
255 N. Hacienda Blvd.
Industry, CA 91744

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

If to UTILITY: Los Angeles SMSA Limited Partnership,
dba Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attn: Network Real Estate

C. Governing Law; Venue. This Agreement will be governed and construed in accordance with the laws of the State of California without regard to the principles of conflicts of laws thereof. All actions and proceedings arising out of or relating to this Agreement will be heard and determined in the municipal, superior, or federal district court in Los Angeles County, California, and the Parties hereby irrevocably submit to the exclusive jurisdiction of such courts in any such action or proceeding. 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 UTILITY's use and operation of Facilities on City Territory, pursuant to Section I.A.1 of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled.

D. Indemnification. UTILITY agrees to indemnify and hold harmless CITY from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively, "Claims"), which the CITY may suffer or incur or to which the CITY may become subject by reason of or arising out of any negligent or willfully wrongful acts or omissions of UTILITY, or its officers,

employees, contractors or agents committed with respect to or arising from the installation, operation or use of UTILITY's Facilities under this Agreement.

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

F. Approval for use of Light Poles. Prior to commencement of the installation and operation of the Facilities, UTILITY shall obtain written approval from the owner of the streetlight to which the Facilities will be attached, and shall provide proof of such approval to the CITY. In the event the ownership of the streetlights is transferred during the Term of this Agreement, UTILITY shall provide the CITY with proof of written approval from any subsequent owner, provided UTILITY receives written notice of such transfer of ownership.

G. Counterparts; Effectiveness. This Agreement may be executed in two or more consecutive counterparts, each of which will be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and shall become effective when one or more counterparts have been signed by each of the Parties and delivered (by facsimile or otherwise) to the other Party.

H. Expenses. Except as otherwise provided under the CITY laws, all costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby will be paid by the Party incurring such expenses.

I. Electricity. UTILITY shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Notwithstanding the foregoing, in the event that the ownership of the poles to which the Facilities are attached transfer in ownership to the CITY, or an entity of the CITY, UTILITY shall pay to the CITY the fee established by the CITY for the operation and maintenance of each pole.

J. Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid or unenforceable, the Parties agree that such provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement will not in any way be affected or impaired thereby. If necessary to effectuate the intent of the Parties, the Parties will negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

K. Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and supersedes all other prior written and oral agreements and understandings between the Parties, with respect to the subject matter hereof.

L. Waiver. Unless agreed to in writing by the Parties, the waiver by a Party of any breach, violation, or default of a provision of this Agreement will not operate as a waiver of any subsequent breach, violation, or default of that or of any other provision of this Agreement. No extension of time for the performance of any obligation or act required by a Party hereunder will be deemed to be an extension of time for the performance of any other obligation or act.

M. Headings. Captions and section headings used in this Agreement are for convenience of the Parties only, are not a part of this Agreement, and will be given no substantive or interpretive effect whatsoever.

N. Amendment. This Agreement may only be amended by a written agreement signed by both Parties.

O. Authority. Each individual executing this Agreement on behalf of each respective Party acknowledges and warrants that: (i) it has full authority to execute this Agreement on behalf of such Party, (ii) this Agreement has been duly authorized and approved by such Party, and (iii) this Agreement constitutes a valid and binding obligation of such Party.

[Signatures appear on the following page.]

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

“CITY”

“UTILITY”

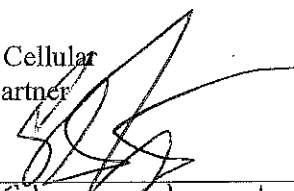
City of Industry

Los Angeles SMSA Limited Partnership,
dba Verizon Wireless

By: _____

By: AirTouch Cellular
Its: General Partner

Paul J. Philips, City Manager

By: 
Name: Steven Lamb
Title: Director Network
Date: 1/19/2017

Attest:

By: _____

Diane M. Schlichting, Chief Deputy City
Clerk

Approved as to form:

By: _____

James M. Casso, City Attorney

Attachments: Exhibit A, Insurance Requirements

EXHIBIT A INSURANCE REQUIREMENTS

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

General liability insurance. UTILITY 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 for bodily injury and property damage and, \$2,000,000.00 general aggregate, including contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. UTILITY shall maintain commercial automobile insurance at least as broad as Insurance Services Office form CA 00 01 with a combined single limit of \$1,000,000 each accident for bodily injury and property damage for all activities of the UTILITY arising out of or in connection with the installation and operation of the Facilities and performance 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.

Workers' compensation insurance. UTILITY shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of \$1,000,000.00 each accident/disease/policy limit.

UTILITY shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement for general liability, automobile liability and workers compensation in favor of the City, its officers, agents, employees and volunteers.

Proof of insurance. UTILITY 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 certificates of insurance shall be kept on file with City at all times during the term of this contract. City may, upon reasonable advanced notice to UTILITY, review copies of UTILITY's insurance policies at City Hall, and in the presence of a UTILITY representative. City may not photograph, copy or otherwise retain any copies of, or information from, UTILITY's insurance policies.

Duration of coverage. UTILITY shall procure and maintain for the duration of the contract insurance against claims injuries to persons or damages to property, which may arise from or in connection with the performance of installation and operation of the Facilities hereunder by UTILITY, its representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by UTILITY 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.

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.

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.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow UTILITY or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. UTILITY 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). UTILITY acknowledges and agrees that any actual or alleged failure on the part of the City to inform UTILITY 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 UTILITY maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the UTILITY. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City,

Notice of cancellation. Upon receipt of notice from its insurer, UTILITY agrees to provide to City with a thirty (30) day notice of cancellation.

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 UTILITY'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. UTILITY 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 UTILITY, provide the same minimum-insurance coverage and endorsements required of UTILITY. UTILITY 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. UTILITY agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

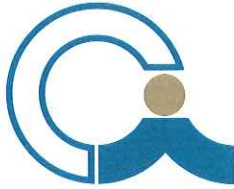
City's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the UTILITY ninety (90) days advance written notice of such change.

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

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

CITY COUNCIL

ITEM NO. 6.5



MEMORANDUM

To: Honorable Mayor Radecki and Members of the City Council

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

Staff: Alex Gonzalez, Director of Development Services and Administration *AG*
Lisette Calleros, Funding Program Consultant, Avant Garde Inc.

Date: February 9, 2017

SUBJECT: **Consideration of a Memorandum of Understanding between the City of Industry and the Successor Agency to the Industry Urban-Development Agency for the Westbound Grand Avenue Off-Ramp to SR-60 Freeway Project**

In connection with the Westbound Grand Avenue Off-Ramp to SR-60 Freeway Project ("Project"), it is necessary for the City of Industry to enter into a Memorandum of Understanding ("MOU") with the Successor Agency for the use of City acquired grant funds and Successor Agency bond proceeds towards the Project's construction costs. This MOU outlines the arrangement for processing of payments relative to the cooperative agreement with the California Department of Transportation ("Caltrans") and use of Successor Agency funds.

For the purpose of constructing the project, the City and Successor Agency entered into a Cooperative Agreement with Caltrans to advertise, award, and administer the project for an estimated cost of \$21.3 million. Caltrans has managed the bid process, contractor selection and is administering all aspects of the construction contract.

The estimated cost for this project is \$22.5 million. The City of Industry secured grant funds through the Metro Call for Projects in the amount of \$9,447,781 and the Federal Highway Administration (FHWA) TIGER Discretionary Grant program in the amount of \$10 million for a combined 86% share in project costs. The remaining 14% share is to be funded from the Successor Agency in the amount of approximately \$3,059,630; which is designated in bond proceeds for listed items on the Recognized Obligation Payment Schedule (ROPS). The payments to be made by the Successor Agency with respect to the Project as contemplated by the MOU are listed on line item No. 128 on the ROPS. This listing in the ROPS has been approved by the Successor Agency and the Oversight Board to the Successor Agency in accordance with the requirements of the Health and Safety Code Section 34177. The Successor Agency is also funding design services and

related project administration costs from this approved line item, which have been previously approved by the Successor Agency and the Oversight Board to the Successor Agency.

In general, the terms of this agreement outline the payment arrangements between the City and the Successor Agency as follows:

1. The City shall pay all Project costs associated with the Project Agreement.
2. The City shall invoice the Successor Agency on a quarterly basis for all Project costs incurred as a result of the match funds that will be provided by the Successor Agency in an amount not to exceed \$3,059,630. Successor Agency agrees to promptly reimburse City upon receipt of such invoice.
3. The City shall perform all of its obligations for accounting and reporting under the LACMTA and TIGER Discretionary Grant as required by each granting agency.

The Memorandum of Understanding has been reviewed by staff and legal counsels of both the City and the Successor Agency and is found to be in order.

It is hereby recommended that the City Council approve and execute the Memorandum of Understanding (MOU). Upon approval by the City Council, this agreement will be forwarded to the Successor Agency for signature.

Exhibits

- A. Memorandum of Understanding (MOU) between the City of Industry and the Successor Agency for the Westbound Grand Avenue Off-Ramp to SR-60 Freeway Project

PJP:AG:LC

EXHIBIT A

Memorandum of Understanding (MOU) between the City of Industry
and the Successor Agency for the Westbound Grand Avenue
Off-Ramp to SR-60 Freeway Project

[Attached]

MEMORANDUM OF UNDERSTANDING

(Westbound Grand Avenue Off-Ramp to State Route 60 Freeway Project)

This Memorandum of Understanding (“MOU”) is made and entered into this 9th day of February, 2017, (“Effective Date”) by and between the City of Industry, a municipal corporation (the “City”) and the Successor Agency to the Industry Urban-Development Agency, a public body, corporate and politic (the “Successor Agency”). City and Successor Agency are collectively referred to herein as the “Parties”.

I. RECITALS

A. On June 24, 1999, the Industry Urban-Development Agency (the “Agency”) entered into a Lease Agreement (as lessor) (the “Lease”) with Industry East Land, LLC (as lessee) with respect to a 400-acre site located in the City and subsequently developed as an industrial/commercial park consisting of approximately 4,000,000 square feet of industrial and commercial buildings, and commonly known as Grand Crossing project. The Lease required the Agency to pay for all infrastructure and all “CEQA requirements”, including all project related traffic mitigation measures required for the development of the property. The Successor Agency, by operation of law, is charged, in part, with the responsibility to carry out and conclude the existing obligations of the former Agency.

B. An Environmental Impact Report, dated April 17, 2000 (the “EIR”), was prepared and certified for the Grand Crossing project. The EIR identified, among other matters, all project related traffic mitigation measures including necessary improvements to the intersection of Grand Avenue and State Route 60.

C. The Westbound Grand Avenue Off-ramp to State Route 60 is an approximately \$22.5 million project that proposes to construct a southbound SR-57 lane to the Grand Avenue off-ramp, reconstructing the westbound on- and off-ramps to Grand Avenue, and reconstructing the westbound loop on- and off-ramps to Grand Avenue and reconstructing the westbound SR-60 Grand Avenue intersection (the “Project”). The Project is located within the City of Diamond Bar and will partially satisfy the traffic mitigation measures identified in the EIR for the intersection of Grand Avenue and the Westbound On/Off ramps.

D. On March 29, 2016, the City and Federal Highway Administration (“FHWA”) entered into a Grant Agreement to provide \$10 million in federal TIGER Discretionary funds for a portion of the Project costs related to construction and contract administration (the “TIGER Grant”).

E. On September 27, 2016, the City and the Los Angeles County Metropolitan Transportation Authority (“LACMTA”) entered into a Funding Agreement to provide \$9,447,781 in local Proposition C 25% funds for a portion of the Project costs related to construction and contract administration (the “LACMTA Funding Agreement”). The LACMTA Funding Agreement anticipates that the City will or has entered into all necessary agreements with the State of California, acting by and through its Department of Transportation (“Caltrans”), with the remainder of Project costs provided by the Successor Agency.

F. The payments to be made by the Successor Agency with respect to the Project as contemplated by this MOU are listed on line item No. 128 on the Recognized Obligation Payment Schedule ("ROPS") in the amount of approximately \$3 million. This listing in the ROPS has been approved by the Successor Agency and the Oversight Board to the Successor Agency in accordance with the requirements of the Health and Safety Code Section 34177. Moreover, the State of California, through the Department of Finance ("DOF"), has authorized the expenditure of funds by the Successor Agency for the Project; however, DOF's express direction is that the Successor Agency enter into all necessary agreements with Caltrans for the Project.

G. The Successor Agency and City entered into District Agreement No. 07-5033 between the Successor Agency, the City, and Caltrans for Caltrans (the "Project Agreement") to advertise, award and administer the construction phase for an estimated cost of \$21.3 million.

H. The City and Successor Agency desire to enter into this MOU for the purpose of allocating responsibility for Project activities and payment of Project costs.

II. AGREEMENT

1. **Term.** The terms of this Agreement shall commence as of the Effective Date and shall continue in full force and effect until a certificate of completion is filed for the project or until terminated in accordance with Section 7.

2. **Payment of Project Costs.** Subject to the provisions set forth in Section 3, the City shall pay all costs associated with the Project Agreement, and payment shall be made in accordance with the provisions set forth therein. The Successor Agency shall promptly forward all invoices received from Caltrans with respect to the Project. Costs shall include all Obligation Cost(s), as defined in the Project Agreement. City shall be responsible for all costs of both the City and the Successor Agency.

3. **Reimbursement to City.** The City shall invoice the Successor Agency on a quarterly basis for all Project costs incurred in an amount not to exceed \$3,059,630. Successor Agency shall reimburse City for the Project costs within thirty (30) days of receipt of such invoice. Within 15 days of receipt of each invoice, Successor Agency shall notify City of any disputed amounts included on the invoice. Notwithstanding the foregoing, Successor Agency shall only be responsible for costs listed on an approved Recognized Obligations Payment Schedule, or otherwise approved by the California Department of Finance.

4. **Performance of City's Obligations Under the LACMTA Grant.** Without the requirement of notice or demand on the part of the Successor Agency, the City shall perform all of its obligations for accounting and reporting under the LACMTA Grant.

5. **Performance of City's Obligations Under the TIGER Grant.** Without the requirement of notice or demand on the part of the Successor Agency, the City shall perform all of its obligations for accounting and reporting under the TIGER Grant.

6. **Accounting of Funds.** The City shall provide to the Successor Agency at least once each three (3) month period, and otherwise within ten (10) working days following a written request from the Successor Agency, a written statement showing the amount of funds disbursed by the City to Caltrans, the purposes for which the payments were made and the Caltrans invoices paid by the City.

7. **Termination.** The Parties shall have the right to terminate this MOU upon termination of the Project Agreement. The Successor Agency may terminate this MOU in the event the costs are not approved on the ROPS or otherwise by the California Department of Finance.

8. **Notices.** Notices shall be given pursuant to this MOU by personal service on the party to be notified, or by written notice upon such party deposited in the custody of the United States Postal Service addressed as follows:

Successor Agency to the Industry Urban-Development Agency
15625 East Stafford Street, Suite 100
Industry, California 91744
Attention: Executive Director

City of Industry
15625 East Stafford Street, Suite 100
Industry, California 91744
Attention: City Manager

9. **Indemnification.**

9.1 The Parties agree that City, its elected and appointed officers, officials, employees, agents, contractors, consultants and volunteers ("City Indemnitees") should, to the extent permitted by law, be fully protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation or court costs, or any other cost arising out of or in any way related to the Agreement (collectively, "Claims"). Accordingly, the provisions of this indemnity clause are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to City. Successor Agency acknowledges that City would not enter into the Agreement in the absence of Successor Agency's commitment to indemnify and protect City as set forth herein.

9.2 To the fullest extent permitted by law, Successor Agency shall indemnify, defend with counsel selected by City, and hold harmless the City Indemnitees from and against any and all Claims of every nature arising out of or in connection with Successor Agency's performance or failure to comply with this Agreement. By execution of this Agreement, Successor Agency acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

9.3 The Parties agree that Successor Agency, its elected and appointed officers, officials, employees, agents, contractors, consultants and volunteers ("**Successor Agency**")

Indemnitees”) should, to the extent permitted by law, be fully protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys’ fees, litigation or court costs, or any other cost arising out of or in any way related to this Agreement (collectively, “**Claims**”). Accordingly, the provisions of this indemnity clause are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to the Successor Agency. City acknowledges that Successor Agency would not enter into this Agreement in the absence of City’s commitment to indemnify and protect the Successor Agency as set forth herein.

9.4 To the fullest extent permitted by law, City shall indemnify, defend with counsel selected by Successor Agency, and hold harmless the Successor Agency Indemnitees from and against any and all Claims of every nature arising out of or in connection with the City’s performance or failure to comply with this Agreement. By execution of this Agreement, City acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

10. **Severability.** If any term or provision of this MOU 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 MOU, 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.

11. **Venue.** This MOU shall be governed and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws.

12. **Integration.** This instrument contains the entire agreement between the City and Successor Agency with respect to the transactions contemplated herein. No other prior oral or written agreement(s) are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Successor Agency.

13. The waiver by City or Successor Agency 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 MOU shall be deemed to have been waived by City or Successor Agency unless in writing.

14. 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.

15. **Attorneys' Fees.** If any action at law or suit in equity is brought to enforce or interpret the provisions of this MOU, or arising out of or relating to the obligations of the Parties under this MOU, 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. Unless otherwise required by law, the venue for any litigation shall be Los Angeles County, California or in the United States District Court for Central District of California.

16. **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.

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

IN WITNESS WHEREOF, the City and Successor Agency have caused this Memorandum of Understanding to be executed by their respective officers, duly authorized, of the Effective Date.

CITY OF INDUSTRY

By: _____
Name: Mark D. Radecki
Title: Mayor

ATTEST:

Diane M. Schlichting, Chief Deputy City Clerk

SUCCESSOR AGENCY TO THE INDUSTRY
URBAN-DEVELOPMENT AGENCY

By: _____
Name: Mark D. Radecki
Title: Chairman

ATTEST:

Diane M. Schlichting, Secretary

CITY COUNCIL

ITEM NO. 6.6



CITY OF INDUSTRY

Incorporated June 18, 1957

MEMORANDUM

To: Honorable Mayor Radecki and Members of the City Council

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

Staff: Alex Gonzalez, Director of Development Services and Administration *ae*
William Hayes, Field Operations and Asset Superintendent

Date: February 9, 2017

SUBJECT: **Consideration of Change Order No. 1 in the amount of \$15,710.98, and Accept the Work Performed by Jeff J. Polich, Inc., dba All American Electric and Authorize the City Clerk to file a Notice of Completion for Contract No. 2016-1007 for LED Lighting Upgrade and T-Bar Ceiling Tile Replacement at the City Hall Building located at 15625 East Stafford Street**

BACKGROUND

On December 22, 2016, the City Council awarded an Agreement for Construction Services to Jeff J. Polich, Inc., dba All American Electric, in an amount not to exceed \$79,500.00 for Contract No. 2016-1007, LED Lighting Upgrade and T-Bar Ceiling Tile Replacement at the City Hall Building located at 15625 East Stafford Street.

The project consisted of installing one hundred thirty-three (133) 2' by 4' flat panel LED fixtures and two (2) 2' by 2' LED fixtures. Fixtures that were replaced were removed and recycled by the contractor. In addition nine hundred fifty (950) USG Radar Climaplus ceiling tiles were replaced, repair and replacement of existing T-Bar was completed, along with the installation of six (6) dimmer switches.

During construction the contractor recommended removing all non-contained insulation from the plenum ceiling to prolong the life of the HVAC equipment. The contractor also recommended adding nineteen (19) additional 2' by 4' light fixtures in the hallway and other areas within the second floor that had minimal lighting. It was also discovered that there were various electrical conditions above the ceiling that the City was required to repair to meet the requirements of the current building code. The Field Operations and Asset Superintendent reviewed the suggested recommendations from the contractor and approved those recommendations based on the building code and safety provisions required for the City Hall ceiling type.

As of January 31, 2017, the City Engineer has reviewed the following change orders for completeness and accuracy as to the materials and labor included:

- **Change Order No. 1:** Removal of non-contained installation from plenum ceiling, nineteen (19) additional 2' by 4' light fixtures in the hallway and other areas within the second floor that had minimal lighting, and electrical repairs to code.

As of January 31, 2017, the Project Inspector, Project Manager and City Engineer have reviewed the project for completeness and accuracy. The project was completed as agreed upon and to current building code standards. At this time, City staff is requesting that a Notice of Completion be submitted for the LED Lighting and T-Bar Ceiling Tile Replacement at the City Hall Building located at 15625 East Stafford Street.

Fiscal Impact

Approval of Change Order No. 1 will increase the Agreement for Construction Services for the LED Lighting and T-Bar Ceiling Tile Replacement at the City Hall Building located at 15625 East Stafford Street by a total of \$15,710.98. Construction management services for the project were provided by Jason Addison Smith Consulting Services, Inc., for a total of \$2,400. The project is supported by the 2015 Sales Tax Revenue Bond proceeds. An appropriation shall be made to LED Lighting and T-Bar Ceiling Tile Replacement – Civic Center Improvements (account no. 120-716-5205) to cover Change Order No. 1 in the amount of \$15,710.98 and construction management services in the amount of \$2,400.00 for a total appropriation of \$18,110.98.

The following table represents a project summary; the engineer’s estimate for the project was \$78,300.

Base Bid (All American Electric)	\$ 79,500.00
Change Order No. 1 (All American Electric)	\$ 15,710.98
Construction Management Services (Jason Addison Smith Consulting Services, Inc.)	\$ 2,400.00
Total Sources	\$ 97,610.98

Recommendation

- 1.) Approve Change Order No. 1 for Contract No. 2016-1007, LED Lighting Upgrade and T-Bar Ceiling Tile Replacement at the City Hall Building located at 15625 East Stafford Street in the amount of \$15,710.98;
- 2.) Appropriate \$18,110.98 in available 2015 Sales Tax Revenue Bond proceeds to LED Lighting and T-Bar Ceiling Tile Replacement – Civic Center Improvements (account no. 120-716-5205) for Change Order No. 1 and construction management services;
- 3.) Authorize the City Manager or his designee to execute the approved change order;
- 4.) Accept the work performed by Jeff J. Polich, Inc., dba All American Electric for the amount of \$95,210.98; and
- 5.) Authorize the City Clerk to file a Notice of Completion for Contract No. 2016-1007, LED Lighting Upgrade and T-Bar Ceiling Tile Replacement at the City Hall Building located at 15625 East Stafford Street.

Exhibits

- A. Change Order No. 1 Jeff J. Polich, Inc., dba All American Electric for LED Lighting Upgrade and T-Bar Ceiling Tile Replacement at the City Hall Building located at 15625 East Stafford Street in the amount of \$15,710.98
 - B. Notice of Completion
-

PJP/AG/WH/KW:yp

EXHIBIT A

Change Order No. 1 Jeff J. Polich, Inc., dba All American Electric for LED Lighting Upgrade and T-Bar Ceiling Tile Replacement at the City Hall Building located at 15625 East Stafford Street in the amount of \$15,710.98

[Attached]

CITY OF INDUSTRY

CHANGE ORDER

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

Change Order No. 1

Project LED Lighting Upgrade and T-Bar Ceiling
 Tile Replacement City Hall Building at
 15625 E. Stafford Street

Contract No. 2016-1007

Date 2/9/2017

Type
Project Lighting

Contractor Jeff J. Polich, Inc. DBA All American Electric

Location City Hall, City of Industry

Explanation:

Cleanout insulation from ceiling areas, install 19 additional light fixtures and performed emergency electrical repairs in the ceiling

Extra Work by: Contract Items X T & M
 Negotiated

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

ITEM NO.	ITEM	QUANTITY	UNIT PRICE	TOTALS (\$)	
				+	-
1	Cleanout Insulation	68 hrs	\$110.00	\$ 7,480.00	
2	Add light fixtures	19 EA	\$363.75	\$ 6,911.25	
3	Sales Tax (8.75%) for Item No. 2		\$604.73	\$ 604.73	
4	Emergency Electrical Repairs	1 EA	\$715.00	\$ 715.00	
TOTAL COST				\$15,710.98	

T & M SUMMARY

*Labor Cost	+ 20%	Total Labor	
*Equipment Cost	+ 15%	Total Equipment	
*Material Cost	+ 15%	Total Materials	
(*Attach breakdown of labor, equipment and materials)		Sub-Total	
CHANGE ORDER SUMMARY		Other Additive	
Original Contract Amount	\$79,500.00	Total T & M	
Total Previous Change Orders	0.00%		
Total Change Orders	\$ 15,710.98 19.76%	Pay This CHANGE ORDER	\$ 15,710.98 19.76%

Authorized by _____

Additional Working Days _____

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

[Signature] 2/11/17
 Contractor Representative Date
[Signature] 2-9-17
 Clement N. Calvillo - City Engineer Date

Paul J. Philips - City Manager Date
[Signature] 2/11/17
 William Hayes, Field Operations & Asset Superintendent Date
 C.O. # 1



ALL AMERICAN ELECTRIC

281 E San Bernardino Rd.
 Covina, CA 91723
 626.339.3070
 www.aac-covina.com

Invoice

Date	Invoice #
1/13/2017	5692

Bill To:

City of Industry
 P.O. Box 3366, City of Industry,
 CA 91744-0366
 ADMIN OFFICE: 15625 E. Stafford
 Suite 100. (626) 333-2211

Project Name & Location:

CITY HALL BUILDING
 15625 STAFFORD STREET
 CITY OF INDUSTRY CA
 CONTRACT 2016-1007(MP03-24#2)


ATTN: William Hayes	P.O. NO:	TERMS: Due on receipt		
Description	Quantity	U/M	Rate	Amount
EXTRAS FOR INDUSTRY LIGHTING:				
1. CLEAN OUT INSULATION FROM ALL CEILING AREAS IN HALLWAY, OFFICES, BREAK ROOMS, CONFERENCE ROOM, ETC. PRICE INCLUDES HAUL OUT AND DISPOSAL IN CUSTOMER PROVIDED BINS AND CLEAN UP. LABOR:	68	HR	110.00	7,480.00
2. ADDED 19 ADDITIONAL 2X4 LIGHT FIXTURES. CONTRACT WAS FOR (133) 2X4'S AND (2) 2X2 FIXTURES FOR A TOTAL OF 135 LIGHT FIXTURES WITH A COST OF \$49,105.73 (LINE ITEMS 1 AND 2) OR A UNIT PRICE OF \$363.75 EACH. LIGHT FIXTURES	19	ea	363.75	6,911.25T
3. EMERGENCY ELECTRICAL REPAIRS IN THE CEILING. USED CUSTOMER PROVIDED BOXES, COVERS, K.O SEALS, ETC. LABOR:	1	ea	715.00	715.00
THANK YOU FOR YOUR BUSINESS		Subtotal \$15,106.25		
All current existing electrical work that is not specifically being addressed in this invoice is considered to be in good working order. Any changes, add-ons, or additional parts and labor outside original agreement is to be billed separately.		Sales Tax (8.75%) \$604.73		
		Total \$15,710.98		
		Balance Due \$15,710.98		
ALL AMERICAN ELECTRIC IS PROUDLY OWNED AND OPERATED BY U.S. MILITARY VETERAN(S).				

EXHIBIT B

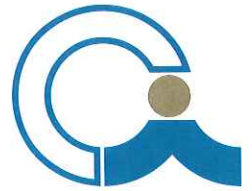
Notice of Completion

[Attached]

CITY OF INDUSTRY

- Civic Recreational-Industrial Authority
- City of Industry Waterworks System
- Industry Urban-Development Agency
- Parking Authority

15625 East Stafford Street, City of Industry, CA 91744



Notification of Construction Completion

LED Lighting Upgrade and T-Bar Ceiling Tile Replacement
Project City Hall Building at 15625 E. Stafford St. **Date** February 9, 2017

Contract _____ **Contract No.** 2016-1007

Contractor Jeff J. Polich, Inc. DBA All American Electric

As a result of an inspection conducted on 1/4/2017, the contractor's construction work has been completed in accordance with the contract documents, with the exception of the items noted below:

Acceptance of completed construction work shall not relieve the contractor from other requirements of the contract documents.

Accepted by Contractor
Printed Name: Jeff Polich Signature:  Title: CEO Date: 2/1/17

Recommended by Project Engineer
Printed Name: Clement N. Calvillo Signature:  Title: Project Engineer Date: 2.1.17

Recommended by Project Inspector
Printed Name: Steve Rossi Signature:  Title: Project Inspector Date: 2/1/17

Recommended by Project Manager
Printed Name: William Hayes Signature:  Title: Project Manager Date: 2/1/17

RECORDING REQUEST

and WHEN RECORDED, MAIL TO:

Agency CITY OF INDUSTRY

Mailing 15625 East Stafford Street
Address Attention: Clement N. Calvillo
City City of Industry
State, Zip California 91744

THIS SPACE FOR RECORDER'S USE

NOTICE OF COMPLETION

Notice is given that work was completed on that certain work known as Project No. Contract No. 2016-1007, LED Lighting Upgrade and T-Bar Ceiling Tile Replacement City Hall Building at 15625 E. Stafford Street, City of Industry, CA 91744, County of Los Angeles, for the undersigned agency and said work was accepted as complete on February 9, 2017. The contractor on said job was Jeff J. Polich, Inc., DBA All American Electric, 281 E. San Bernardino Road, Covina CA 91723.

This Notice of Completion is being recorded on behalf of the Owner, CITY OF INDUSTRY, a municipal corporation.

City of Industry

By Clement N. Calvillo, City Engineer

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

State of California)
)ss.
County of Los Angeles)

The undersigned, being duly sworn, says: That he is the City Engineer and that he makes this verification on behalf of said entity; that he has read the foregoing and declares that the contents thereof, and that the facts stated herein, are true and correct.

Clement N. Calvillo, City Engineer

Subscribed and sworn to (or affirmed) before me on this 9th day of February 2017, by Clement N. Calvillo, City Engineer, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Date)

(Notary Signature)

(Seal)

CITY COUNCIL

ITEM NO. 6.7



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 *Paul J. Philips*

STAFF: Alex Gonzalez, Director of Development Services and Administration
Susan Paragas, Director of Finance *SP*

DATE: February 9, 2017

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 October 2016 through January 2017:

Finance

- The City completed the Finance Department reorganization, with the in-house staff commencing employment in the first week of January 2017.
- A Credit Card Purchase Request form was created and implemented requiring departmental head approval for use of City's credit card to purchase goods and services.
- A requirement was imposed for departments to amend contracts and request additional budget appropriation, to be approved by City Council and appropriate Boards, for vendor invoices that exceeded original contract amounts.

Procurement

- A competitive Request for Qualifications was completed for engineering staff support services with three (3) firms chosen.
- A competitive Request for Qualifications was completed for engineering services with eight (8) pre-qualified on-call contractors chosen for the civil engineering bench; five (5) pre-qualified on-call contractors chosen for the structural engineering bench; six

(6) pre-qualified on-call contractors chosen for the project/construction management bench; five (5) pre-qualified on-call contractors chosen for the geotechnical engineering bench; five (5) pre-qualified on-call contractors chosen for the survey and right-of-way engineering bench; eight (8) pre-qualified on-call contractors chosen for the traffic and transportation engineering bench; six (6) pre-qualified on-call contractors chosen for the permit inspection bench; three (3) pre-qualified on-call contractors chosen for the contract and funding administration bench; eight (8) pre-qualified on-call contractors chosen for the potable water, recycled water, and stormwater engineering bench; four (4) pre-qualified on-call contractors chosen for the electrical engineering bench; three (3) pre-qualified on-call contractors chosen for the internet and data utility engineering bench; three (3) pre-qualified on-call contractors chosen for the landfill management and design bench; five (5) pre-qualified on-call contractors chosen for the ADA & CASp support bench; and two (2) pre-qualified on-call contractors chosen for the environmental engineering bench .

- A competitive Request for Qualifications was completed for architecture staff support services with three (3) firms chosen.
- A competitive Request for Qualifications was completed for architectural services with six (6) pre-qualified on-call contractors chosen for the architecture bench.
- A competitive Request for Qualifications was completed for planning staff support services with one (1) firm chosen.
- A competitive Request for Qualifications was completed for planning services with five (5) pre-qualified on-call contractors chosen for the development review services bench; seven (7) pre-qualified on-call contractors chosen for the environmental planning support bench; and eight (8) pre-qualified on-call contractors chosen for the transportation planning support bench.
- Contracts were awarded to two firms to separate utility billing services and meter reading services.

Industry Manufacturers Council

- The Industry Manufacturer's Council completed its strategic planning process and hired a new Director to continue the process of restructuring and rebranding.

Plastic Theft Task Force

- Efforts to restructure the Plastic Theft Task Force were ultimately unsuccessful, despite a significant commitment of time and effort to enlist corporate partnerships by Dean Foods, the corporate parent of local business Altadena Dairy. The City and the Los Angeles County Sheriff's Department remain committed to working with local businesses, and will maintain communications with Dean Foods in the event that a coalition of businesses can successfully coordinate in the future on industrial theft issues at a regional level.

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