CITY OF INDUSTRY

CITY COUNCIL
REGULAR MEETING
AGENDA

July 23, 2020
9:00 AM

Mayor Cory C. Moss
Mayor Pro Tem Cathy Marcucci
Council Member Abraham Cruz
Council Member Mark D. Radecki
Council Member Newell Ruggles

Location: City Council Chamber, 15651 East Stafford Street, City of Industry, California 91744

Addressing the City Council:

NOTICE OF TELEPHONIC MEETING:

- ***Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the regular meeting of the City Council shall be held telephonically. Members of the public shall be able to attend the meeting telephonically and offer public comment by calling the following conference call number: 657-204-3264, and entering the following Conference ID: 497 948 038#. Please be advised that pursuant to the Executive Order, and to ensure the health and safety of the public, Council Chambers will not be open for the meeting, and all public participation must occur by telephone at the number set forth above. Pursuant to the Executive Order, and in compliance with the Americans with Disabilities Act, if you need special assistance to participate in the City Council meeting (including assisted listening devices), please contact the City Clerk's Office at (626) 333-2211 by 5:00 p.m. on Tuesday, July 21, 2020, to ensure that reasonable arrangements can be made to provide accessibility to the meeting.***

- ***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.*

- ***Public Comments (Non-Agenda Items Only):*** *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.*

Agendas and other writings:

- *In compliance with Government Code Section 54957.5(b), staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 East Stafford Street, Suite 100, City of Industry, California, at the office of the City Clerk of the City Council during regular business hours, Monday through Thursday, 8:00 a.m. to 5:00 p.m., Fridays 8:00 a.m. to 4:00 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.*

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 July 23, 2020

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

5.2 Consideration of Amendment No. 2 to the Professional Services Agreement with Interior Images, Inc., to provide interior design services for the improvement and renovation of various areas at El Encanto Healthcare Facility, increasing total compensation by $30,000.00 and extending the term through February 28, 2022

RECOMMENDED ACTION: Approve the Amendment.

5.3 Consideration of Amendment No. 3 to the Professional Services Agreement with Tetra Tech, Inc., to continue to prepare 30% Preliminary Design for Multi-Benefit Stormwater Capture Projects for the Upper San Gabriel River Enhanced Watershed Management Program through December 31, 2020 (Contract No. 2017-1002)

RECOMMENDED ACTION: Approve the Amendment.

6. **ACTION ITEMS**

6.1 CONSIDERATION OF RESOLUTION NO. CC 2020-23 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO EAST SAN GABRIEL VALLEY COALITION FOR THE HOMELESS IN THE AMOUNT OF $25,000.00

RECOMMENDED ACTION: Adopt Resolution No. CC 2020-23.

6.2 Consideration of a Professional Services Agreement with Pathway Accessibility Solutions, Inc. DBA pathVu to provide data collection and analysis of all sidewalks, crosswalks and curb ramps in an amount not to exceed $50,000.00 through July 23, 2021 (MP 20-05)

RECOMMENDED ACTION: Approve the Agreement.

6.3 Consideration of a Purchase and Sale Agreement with the County of Los Angeles for right of way for the Grand Avenue and Golden Springs Drive Intersection Improvement Project (MP 99-31 #22)

RECOMMENDED ACTION: Approve the Agreement, subject to approval of City Attorney's office.

6.4 Consideration of granting an Easement to Southern California Edison for the installation of electrical distribution facilities located at Tonner Canyon (MP 00-20)

RECOMMENDED ACTION: Approve the Easement, subject to approval of City Attorney's office.

6.5 Consideration of ratifying the expenditure of $38,068.00 for the City's profile publication in Civic Publications, Inc.'s 2020 Community Profiles Magazine Special Section Issue

RECOMMENDED ACTION: Ratify approval of the publication in the 2020 Community Profiles Magazine issue in the amount of $38,068.00.

7. CITY MANAGER REPORTS

8. AB 1234 REPORTS

9. CITY COUNCIL COMMUNICATIONS

10. CLOSED SESSION

10.1 Conference with real property negotiators pursuant to Government Code Section 54956.8:

Property:	15710-15724 Rausch Road, City of Industry, CA also known as Assessor's Parcel Number 8245-001-073 and 8245-001-074
Agency Negotiators:	Troy Helling, City Manager Bing Hyun, Assistant City Manager
Negotiating Parties:	Brian L. Dryer, Owner
Under Negotiation:	Price and terms of payment

10.2 Conference with real property negotiators pursuant to Government Code Section 54956.8:

Property:	334 El Encanto Road, City of Industry, CA also known as Assessor's Parcel Number 8208-027-014
Agency Negotiators:	Troy Helling, City Manager Bing Hyun, Assistant City Manager
Negotiating Parties:	Gaytan Group LLC
Under Negotiation:	Price and terms of payment

10.3 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: Abelina Gonzalez, et al, v. County of Los Angeles, City of Industry, et al
Superior Court of California, County of Los Angeles
Case No. BC718008

11. Adjournment. The next regular City Council Meeting will be Thursday, August 13, 2020 at 9:00 a.m.

CITY COUNCIL

ITEM NO. 5.1

CITY OF INDUSTRY
AUTHORIZATION FOR PAYMENT OF BILLS
CITY COUNCIL MEETING OF JULY 23, 2020

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
100	GENERAL FUND	5,484,869.30
103	PROP A FUND	6,204.63
120	CAPITAL IMPROVEMENT FUND	1,442,819.93
TOTAL ALL FUNDS		6,933,893.86

BANK RECAP:

BANK	NAME	DISBURSEMENTS
BOFA	BANK OF AMERICA - CKING ACCOUNT	2,460,700.00
PROP/A	PROP A - CKING ACCOUNT	6,204.63
REF	REFUSE - CKING ACCOUNT	1,393,914.33
WFBK	WELLS FARGO - CKING ACCOUNT	3,073,074.90
TOTAL ALL BANKS		6,933,893.86

APPROVED PER CITY MANAGER

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CITY OF INDUSTRY

BANK OF AMERICA

July 23, 2020

Check	Date			Payee Name	Check Amount
CITYGEN.CHK - City General					
24459	07/08/2020			**CITY OF INDUSTRY**	$2,200,000.00
	Invoice	Date	Description	Amount	
	7/8/20	07/08/2020	TRANSFER FUNDS-CITY REGISTER 7/9/20	$2,200,000.00	
24460	07/08/2020			**CIVIC RECREATIONAL INDUSTRIAL**	$223,200.00
	Invoice	Date	Description	Amount	
	7/8/20	07/08/2020	TRANSFER FUNDS-CRIA AP 7/820	$223,200.00	
24461	07/08/2020			**INDUSTRY PROPERTY & HOUSING**	$37,500.00
	Invoice	Date	Description	Amount	
	7/8/20	07/08/2020	TRANSFER FUNDS-IPHMA AP REG 7/8/20	$37,500.00	

Checks	Status	Count	Transaction Amount
	Total	**3**	**$2,460,700.00**

CITY OF INDUSTRY

PROP A

July 23, 2020

Check	Date			Payee Name	Check Amount
PROPA.CHK - Prop A Checking					
90198	07/23/2020			CITY OF INDUSTRY-REFUSE	$226.79
	Invoice	Date	Description	Amount	
	4078194	07/01/2020	DISP SVC-METROLINK	$226.79	
90199	07/23/2020			CNC ENGINEERING	$3,800.00
	Invoice	Date	Description	Amount	
	501122	06/30/2020	FAIRWAY DR GRADE SEPARATION	$340.00	
	501121	06/30/2020	FULLERTON RD GRADE SEPARATION	$1,360.00	
	501176	07/09/2020	FULLERTON RD GRADE SEPARATION	$2,100.00	
90200	07/23/2020			INDUSTRY SECURITY SERVICES	$2,077.44
	Invoice	Date	Description	Amount	
	14-24741	07/03/2020	SECURITY SVC-METROLINK	$2,077.44	
90201	07/23/2020			SO CAL INDUSTRIES	$100.40
	Invoice	Date	Description	Amount	
	448601	07/14/2020	RR RENTAL-METROLINK	$100.40	

Checks	Status	Count	Transaction Amount
	Total	4	$6,204.63

CITY OF INDUSTRY

WELLS FARGO REFUSE

July 23, 2020

Check	Date			Payee Name	Check Amount
REFUSE - Refuse Account					
WT275	07/03/2020			CITY OF INDUSTRY DISPOSAL CO.	$1,393,914.33
	Invoice	Date	Description	Amount	
	4079949	07/03/2020	REFUSE SVC 6/1-6/30/20	$1,393,914.33	

Check	Status	Count	Transaction Amount
	Total	1	$1,393,914.33

CITY OF INDUSTRY

WELLS FARGO VOIDED CHECK

July 23, 2020

Checl	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
73870	07/09/2020		07/09/2020	FUEL PROS, INC.	($300.00)
	Invoice	Date	Description	Amount	
			VOIDED-PAID INVOICE TWICE		
	49677	05/27/2020	INDUSTRY HILLS FUEL STATION MAINT	($150.00)	
	0000049677	05/27/2020	INDUSTRY HILLS FUEL STATION MAINT	($150.00)	

Check	Status	Count	Transaction Amount
	Total	1	($300.00)

CITY OF INDUSTRY
WELLS FARGO BANK
July 23, 2020

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
73924	07/09/2020			SO CALIFORNIA EDISON COMPANY	$1,191.90
	Invoice	Date	Description	Amount	
	2020-00002106	06/27/2020	5/28-6/26/20 SVC - 137 N. HUDSON	$599.18	
	2020-00002107	06/26/2020	5/26-6/24/20 SVC - VARIOUS SITES	$592.72	
73925	07/09/2020			WALNUT VALLEY WATER DISTRICT	$6,769.74
	Invoice	Date	Description	Amount	
	3696227	06/11/2020	4/21-5/31/20 SVC - INDUSTRY WAY #1	$118.30	
	3696228	06/11/2020	4/21-5/31/20 SVC - INDUSTRY WAY #2	$215.54	
	3696229	06/11/2020	4/21-5/31/20 SVC - INDUSTRY WAY #3	$266.03	
	3696230	06/11/2020	4/21-5/31/20 SVC - INDUSTRY WAY #4	$305.30	
	3696256	06/11/2020	4/21-5/31/20 SVC - INDUSTRY WAY #5	$314.73	
	3696257	06/11/2020	4/20-5/31/20 SVC - INDUSTRY WAY #6	$690.60	
	3696258	06/11/2020	4/21-5/31/20 SVC - INDUSTRY WAY #7	$714.91	
	3696262	06/11/2020	4/21-5/31/20 SVC - INDUSTRY WAY #8	$140.82	
	3696261	06/11/2020	4/21-5/31/20 SVC - INDUSTRY WAY #9	$133.34	
	3696260	06/11/2020	4/21-5/31/20 SVC - INDUSTRY WAY #10	$2,081.88	
	3696259	06/11/2020	4/21-5/31/20 SVC - INDUSTRY WAY #11	$1,788.29	
73926	07/09/2020			LAW OFFICES OF SANDRA C. MUNOZ	$180,450.00
	Invoice	Date	Description	Amount	
	07/09/2020	07/09/2020	SETTLEMENT AGREEMENT	$180,450.00	
73927	07/15/2020			FRONTIER	$200.74
	Invoice	Date	Description	Amount	
	2021-00000016	07/02/2020	07/02-08/01/20 SVC - 1015 NOGALES ST	$55.75	

CITY OF INDUSTRY
WELLS FARGO BANK
July 23, 2020

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2021-00000017	07/02/2020	07/02-08/01/20 SVC - IH GOLF COURSE FUEL PUMP $144.99	
73928	07/15/2020		LA PUENTE VALLEY COUNTY	$28,299.22
	Invoice	Date	Description	Amount
	2021-00000021	07/01/2020	04/20-06/19/20 SVC - 15660 STAFFORD ST	$236.76
	2021-00000022	07/01/2020	04/20-06/19/20 SVC - 15414 DON JULIAN RD (IRRI)	$878.82
	2021-00000023	07/01/2020	04/20-06/19/20 SVC - 15414 DON JULIAN RD	$524.58
	2021-00000024	07/01/2020	04/20-06/19/20 SVC - 15625 STAFFORD ST	$68.58
	2021-00000025	07/01/2020	04/20-06/19/20 SVC - 15625 STAFFORD ST	$97.57
	2021-00000026	07/01/2020	04/20-06/19/20 SVC - 1 AZUSA WAY (IRRI)	$547.02
	2021-00000027	07/01/2020	04/20-06/19/20 SVC - 285 HACIENDA BLVD (IRRI)	$111.09
	2021-00000028	07/01/2020	04/20-06/19/20 SVC - HACIENDA & STAFFORD ST (I)	$411.42
	2021-00000029	07/01/2020	04/20-06/19/20 SVC - HACIENDA & STAFFORD (IRRI)	$167.88
	2021-00000030	07/01/2020	04/20-06/19/20 SVC - 211 HACIENDA BLVD (IRRI)	$199.65
	2021-00000031	07/01/2020	04/20-06/19/20 SVC - HUDSON AVE (IRRI)	$544.26
	2021-00000032	07/01/2020	04/20-06/19/20 SVC - STAFFORD ST (IRRI)	$669.72
	2021-00000033	07/01/2020	04/20-06/19/20 SVC - 220 HACIENDA BLVD (IRRI)	$659.88
	2021-00000034	07/01/2020	04/20-06/19/20 SVC - NELSON AVE (IRRI)	$2,199.84
	2021-00000035	07/01/2020	04/20-06/19/20 SVC - SOTRO ST (IRRI)	$1,481.52
	2021-00000036	07/01/2020	04/20-06/19/20 SVC - 15651 STAFFORD ST	$2,696.76
	2021-00000037	07/01/2020	04/20-06/19/20 SVC - RAUSCH RD (IRRI)	$514.53
	2021-00000038	07/01/2020	04/20-06/19/20 SVC - RAUSCH RD (IRRI)	$551.43
	2021-00000039	07/01/2020	04/20-06/19/20 SVC - STAFFORD & OLD VALLEY (I)	$1,311.78
	2021-00000040	07/01/2020	04/20-06/19/20 SVC - ALONG RAILROAD TRACK (I)	$773.04
	2021-00000041	07/01/2020	04/20-06/19/20 SVC - PROCTOR & EL ENCANTO (I)	$559.02
	2021-00000042	07/01/2020	04/20-06/19/20 SVC - HACIENDA BLVD (IRRI)	$135.69

CITY OF INDUSTRY
WELLS FARGO BANK
July 23, 2020

Check	Date		Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo					
	2021-00000043	07/01/2020	04/20-06/19/20 SVC - 15415 DON JULIAN RD (IRRI)	$5,248.20	
	2021-00000044	07/01/2020	04/20-06/19/20 SVC - 15414 DON JULIAN RD (IRRI)	$1,142.04	
	2021-00000045	07/01/2020	04/20-06/19/20 SVC - 15414 DON JULIAN RD	$172.34	
	2021-00000046	07/01/2020	04/20-06/19/20 SVC - 201 STAFFORD ST (IRRI)	$3,453.96	
	2021-00000047	07/01/2020	04/20-06/19/20 SVC - VALLEY BLVD (IRRI)	$91.41	
	2021-00000048	07/01/2020	04/20-06/19/20 SVC - 15415 DON JULIAN RD (IRRI)	$1,511.46	
	2021-00000049	07/01/2020	04/20-06/19/20 SVC - DON JULIAN RD	$1,171.09	
	2021-00000050	07/01/2020	04/20-06/19/20 SVC - PARRIOTT & DON JULIAN RD (I)	$167.88	
73929	07/15/2020		ROWLAND WATER DISTRICT		$4,094.27
	Invoice	Date	Description	Amount	
	2020-00002124	06/24/2020	05/13-06/15/20 SVC - 1135 HATCHER AVE	$45.89	
	2020-00002125	06/24/2020	05/13-06/15/20 SVC - 1123 HATCHER ST STE C	$112.09	
	2020-00002126	06/24/2020	05/13-06/15/20 SVC - 1123 HATCHER ST STE D	$85.61	
	2020-00002127	06/24/2020	05/13-06/15/20 SVC - 930 S AZUSA AVE	$564.28	
	2020-00002128	06/24/2020	05/13-06/15/20 SVC - 17401 E VALLEY BLVD	$794.32	
	2020-00002129	06/24/2020	05/13-06/15/20 SVC - 18044 ROWLAND ST	$112.09	
	2020-00002130	06/24/2020	05/13-06/15/20 SVC - HURLEY ST & VALLEY BLVD	$551.04	
	2020-00002131	06/24/2020	05/14-06/16/20 SVC - AZUSA AVE - CENTER	$88.92	
	2020-00002132	06/24/2020	05/14-06/16/20 SVC - AZUSA AVE	$143.54	
	2020-00002133	06/24/2020	05/14-06/16/20 SVC - 1023 NOGALES ST - IRR	$171.67	
	2020-00002134	06/24/2020	05/14-06/16/20 SVC - 909 U NOGALES ST - IRR	$929.66	
	2020-00002135	06/24/2020	05/14-06/16/20 SVC - 1015 NOGALES ST - PUMP HOUSE	$320.99	
	2020-00002136	06/24/2020	05/14-06/16/20 SVC - 1100 S AZUSA AVE	$174.17	
73930	07/15/2020		SAN GABRIEL VALLEY WATER CO.		$10,708.52

CITY OF INDUSTRY
WELLS FARGO BANK
July 23, 2020

Check	Date	Payee Name	Check Amount

CITY.WF.CHK - City General Wells Fargo

Invoice	Date	Description	Amount
2020-00002112	06/26/2020	05/27-06/25/20 SVC - S/E COR OF PELLISSIER	$1,315.28
2020-00002113	06/26/2020	05/27-06/25/20 SVC - PECK/UNION PACIFIC BRIDGE	$802.80
2020-00002114	06/26/2020	05/27-06/25/20 SVC - PELLISSIER	$733.16
2020-00002115	06/26/2020	05/27-06/25/20 SVC - PELLISSIER	$445.25
2020-00002116	06/26/2020	05/27-06/25/20 SVC - STA 111-50 CROSSROADS PKY	$591.11
2020-00002117	06/26/2020	05/27-06/25/20 SVC - STA 129-00 CROSSROADS PKY	$1,294.29
2020-00002118	06/26/2020	05/27-06/25/20 SVC - CROSSROADS PKY NORTH	$1,323.23
2020-00002119	06/26/2020	05/27-06/25/20 SVC - CROSSROADS PKY SOUTH	$1,923.12
2020-00002120	06/26/2020	05/27-06/25/20 SVC - STA 103-80 CROSSROADS PKY	$225.62
2020-00002121	06/26/2020	05/27-06/25/20 SVC - CROSSROADS PKY SOUTH	$1,348.04
2020-00002122	06/26/2020	05/27-06/25/20 SVC - IRRIG SALT LAKE/SEVENTH	$210.85
2020-00002123	06/26/2020	05/27-06/25/20 SVC - PELLISSIER	$495.77

73931 07/15/2020 — **SO CALIFORNIA EDISON COMPANY** — $132.39

Invoice	Date	Description	Amount
2021-00000018	07/02/2020	06/01-07/01/20 SVC - 1 VALLEY/AZUSA	$18.40
2021-00000019	07/02/2020	06/01-07/01/20 SVC - VARIOUS SITES	$113.99

73932 07/15/2020 — **SOCALGAS** — $45.81

Invoice	Date	Description	Amount
2020-00002110	06/30/2020	05/28-06/26/20 SVC - 710 NOGALES ST	$15.43
2020-00002111	06/30/2020	05/28-06/26/20 SVC - 1015 NOGALES ST	$14.94
2021-00000020	07/02/2020	06/01-06/30/20 SVC - 1 INDUSTRY HILLS PKWY	$15.44

73933 07/15/2020 — **VERIZON WIRELESS - LA** — $2,299.84

Invoice	Date	Description	Amount

CITY OF INDUSTRY
WELLS FARGO BANK
July 23, 2020

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	9857486109	06/26/2020	05/27-06/26/20 SVC - VARIOUS WIRELESS SVC	$2,299.84	
73934	07/16/2020			GRAND CENTRAL RECYCLING &	$500.00
	Invoice	Date	Description	Amount	
	7/9/20	07/09/2020	COVID-19 TESTING REIMBURSEMENT PROGRAM	$500.00	
73935	07/16/2020			VALLEY VISTA SERVICES, INC	$11,500.00
	Invoice	Date	Description	Amount	
	7/9/20	07/09/2020	COVID-19 TESTING REIMBURSEMENT PROGRAM	$11,500.00	
73936	07/23/2020			5D SIGNWORKS	$112.50
	Invoice	Date	Description	Amount	
	22958	07/09/2020	DECALS FOR CITY VEHICLES	$112.50	
73937	07/23/2020			ALL AMERICAN ASPHALT	$287,344.70
	Invoice	Date	Description	Amount	
	#2CITY-1433	07/01/2020	ARENTH AVE RECONSTRUCTION	$302,468.10	
73938	07/23/2020			ANNEALTA GROUP	$127,198.00
	Invoice	Date	Description	Amount	
	1781	07/13/2020	STORMWATER COMPLIANCE-JUN 2020	$35,673.50	
	1782	07/13/2020	PUBLIC WORKS SUPPORT-JUN 2020	$4,644.00	
	1783	07/13/2020	GENERAL PLANNING SVC-JUN 2020	$46,445.00	
	1784	07/13/2020	GENERAL DEVELOPMENT SVC-JUN 2020	$36,130.00	
	1785	07/13/2020	13055 E TEMPLE AVE	$1,123.50	
	1786	07/13/2020	20922 CURRIER RD	$321.00	

CITY OF INDUSTRY
WELLS FARGO BANK
July 23, 2020

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	1787	07/13/2020	804 S AZUSA AVE	$799.00	
	1788	07/13/2020	BILLBOARD, 19465 E WALNUT D	$75.00	
	1789	07/13/2020	CASTLETON RD & WALNUT RD	$188.00	
	1790	07/13/2020	CASTLETON RD & WALNUT HALL RD	$1,799.00	
73939	07/23/2020			B AND T CATTLE	$14,580.00
	Invoice	Date	Description	Amount	
	117	07/01/2020	MAINT SVC-JUL 2020	$14,580.00	
73940	07/23/2020			BCM CUSTOMER SERVICE, INC.	$2,050.00
	Invoice	Date	Description	Amount	
	201368	07/01/2020	A/C MAINT-EL ENCANTO	$2,050.00	
73941	07/23/2020			BIGGS CARDOSA ASSOCIATES, INC.	$5,007.19
	Invoice	Date	Description	Amount	
	78907	06/05/2020	AZUSA AVE BRIDGE REPAINTING	$5,007.19	
73942	07/23/2020			BLAKE AIR CONDITIONING COMPANY	$5,496.57
	Invoice	Date	Description	Amount	
	56137	07/02/2020	REBUILD PUMP-EL ENCANTO	$4,842.00	
	56575	07/10/2020	REPAIR DRAIN-CITY HALL	$377.37	
	56426	06/24/2020	REPAIR WATER LEAK-CITY HALL	$277.20	
73943	07/23/2020			BRYAN PRESS	$1,115.78
	Invoice	Date	Description	Amount	
	0083472	06/19/2020	LASER CHECKS-COI	$1,115.78	

CITY OF INDUSTRY
WELLS FARGO BANK
July 23, 2020

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
73944	07/23/2020			CAL-PERS	$12,709.00
	Invoice	Date	Description	Amount	
	100000016092924	07/01/2020	ANNUAL LUMP SUM-PREPAYMENT PLAN 1226	$8,335.00	
	100000016092933	07/01/2020	ANNUAL LUMP SUM-PREPAYMENT PLAN 26791	$2,503.00	
	100000016092942	07/01/2020	ANNUAL LUMP SUM-PREPAYMENT PLAN 15030	$1,871.00	
73945	07/23/2020			CASSO & SPARKS, LLP	$145,564.75
	Invoice	Date	Description	Amount	
	20422	07/13/2020	COI-LEGAL SVC FOR APR 2020	$145,564.75	
73946	07/23/2020			CINTAS CORPORATION LOC 693	$56.58
	Invoice	Date	Description	Amount	
	4055018074	07/06/2020	DOOR MATS	$56.58	
73947	07/23/2020			CITY OF INDUSTRY DISPOSAL CO.	$2,472.71
	Invoice	Date	Description	Amount	
	4079904	06/30/2020	DISP SVC-3226 GILMAN RD	$84.51	
	4079905	06/30/2020	DISP SVC-16000 TEMPLE AVE	$140.85	
	4079906	06/30/2020	DISP SVC-14362 PROCTOR AVE	$84.51	
	4079907	06/30/2020	DISP SVC-15710 NELSON AVE	$28.17	
	4079908	06/30/2020	DISP SVC-15702 NELSON AVE	$28.17	
	4079909	06/30/2020	DISP SVC-507 TURNBULL CYN RD	$56.34	
	4079910	06/30/2020	DISP SVC-15730 NELSON AVE	$28.17	
	4079911	06/30/2020	DISP SVC-15644 NELSON AVE	$28.17	
	4079912	06/30/2020	DISP SVC-15626 NELSON AVE	$28.17	

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WELLS FARGO BANK
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Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
4079913	06/30/2020	DISP SVC-629 GIANO AVE	$56.34
4079914	06/30/2020	DISP SVC-754 S 5TH AVE	$289.53
4079915	06/30/2020	DISP SVC-210 S 9TH AVE	$56.34
4079916	06/30/2020	DISP SVC-16020 HILL ST	$28.17
4079917	06/30/2020	DISP SVC-15736 NELSON AVE	$28.17
4079918	06/30/2020	DISP SVC-15634 NELSON AVE	$28.17
4079919	06/30/2020	DISP SVC-257 TURNBULL CYN RD	$42.26
4079920	06/30/2020	DISP SVC-643 GIANO AVE	$56.34
4079921	06/30/2020	DISP SVC-15151 PROCTOR AVE	$84.51
4079922	06/30/2020	DISP SVC-15157 WALBROOK DR	$28.17
4079923	06/30/2020	DISP SVC-16000 HILL ST	$28.17
4079924	06/30/2020	DISP SVC-16010 HILL ST	$56.34
4079925	06/30/2020	DISP SVC-16014 HILL ST	$28.17
4079926	06/30/2020	DISP SVC-16229 HANDORF RD	$28.17
4079927	06/30/2020	DISP SVC-16242 HANDORD RD	$56.34
4079928	06/30/2020	DISP SVC-16220 HANDORF RD	$84.51
4079929	06/30/2020	DISP SVC-16218 HANDORF RD	$28.17
4079930	06/30/2020	DISP SVC-16217 HANDORF RD	$56.34
4079931	06/30/2020	DISP SVC-16227 HANDORF RD	$28.17
4079932	06/30/2020	DISP SVC-16238 HANDORF RD	$28.17
4079933	06/30/2020	DISP SVC-16224 HANDORF RD	$28.17
4079934	06/30/2020	DISP SVC-15714 NELSON AVE	$28.17
4079935	06/30/2020	DISP SVC-15652 NELSON AVE	$28.17
4079936	06/30/2020	DISP SVC-134 TURNBULL CYN RD	$28.17
4079937	06/30/2020	DISP SVC-14063 PROCTOR AVE	$84.51
4079938	06/30/2020	DISP SVC-20137 E WALNUT DR	$28.17

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WELLS FARGO BANK
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Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	4079939	06/30/2020	DISP SVC-15722 NELSON AVE	$28.17	
	4079940	06/30/2020	DISP SVC-17229 CHESTNUT ST	$84.51	
	4079941	06/30/2020	DISP SVC-130 TURNBULL CYN RD	$28.17	
	4079942	06/30/2020	DISP SVC-132 TURNBULL CYN RD	$28.17	
	4079943	06/30/2020	DISP SVC-138 TURNBULL CYN RD	$28.17	
	4079944	06/30/2020	DISP SVC-15236 VALLEY BLVD	$169.02	
	4079945	06/30/2020	DISP SVC-16200 TEMPLE AVE	$84.51	
	4079946	06/30/2020	DISP SVC-14310 PROCTOR AVE	$84.51	
	4079947	06/30/2020	DISP SVC-16212 TEMPLE AVE	$84.51	
73948	07/23/2020			**CITY OF INDUSTRY-PAYROLL ACCT**	$25,000.00
	Invoice	Date	Description	Amount	
	PR P/E 7/10/20	07/14/2020	REPLENISH PAYROLL FOR P/E 7/10/20	$25,000.00	
73949	07/23/2020			**CITY OF INDUSTRY-REFUSE**	$10,442.45
	Invoice	Date	Description	Amount	
	4078002	07/01/2020	DISP SVC-EXPO CENTER (WEED ABATEMENT)	$205.60	
	4078136	07/01/2020	DISP SVC-TONNER CYN (MAINT YD)	$856.37	
	4079574	06/30/2020	DISP SVC-1123 HATCHER AVE	$3,256.89	
	4078344	07/01/2020	DISP SVC-205 N HUDSON AVE	$226.79	
	4078596	07/01/2020	DISP SVC-CITY BUS STOPS	$4,796.49	
	4078138	07/01/2020	DISP SVC-TONNER CYN (CAMP COURAGE)	$344.44	
	4078135	07/01/2020	DISP SVC-CITY HALL	$488.84	
	4078137	07/01/2020	DISP SVC-1123 HATCHER AVE	$267.03	
73950	07/23/2020			**CNC ENGINEERING**	$179,517.50

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Check	Date	Payee Name	Check Amount

CITY.WF.CHK - City General Wells Fargo

Invoice	Date	Description	Amount
501134	07/09/2020	RESURFACING DESIGN-EXPO PARKING LOT	$4,887.50
501135	07/09/2020	EXPO BARN FACILITY LIGHTING	$455.00
501136	07/09/2020	EXPO LIGHTING & ELECTRICAL IMPROVEMENTS	$1,040.00
501138	07/09/2020	FOUR GRADE SEPARATION PUMP STATIONS	$1,125.00
501139	07/09/2020	CATCH BASIN RETROFITS	$510.00
501140	07/09/2020	SEWER DESIGN-EXPO CENTER	$227.50
501141	07/09/2020	DON JULIAN/BASETDALE WATERLINE	$371.25
501142	07/09/2020	GENERAL ENGINEERING-TRAFFIC	$900.00
501143	07/09/2020	GENERAL ENGINEERING-PLAN APPROVAL	$1,670.00
501144	07/09/2020	GENERAL ENGINEERING-COUNTER SERVICE	$585.00
501145	07/09/2020	GENERAL ENGINEERING-PERMITS	$4,535.00
501146	07/09/2020	WALNUT DR SOUTH WIDENING	$1,635.00
501147	07/09/2020	ARENTH AVE RECONSTRUCTION	$400.00
501148	07/09/2020	AMAR RD STREETLIGHT INSTALLATION	$400.00
501149	07/09/2020	CITY HALL ROOF RESTORATION	$305.00
501150	07/09/2020	BUSINESS PKY RECONSTRUCTION	$1,012.50
501151	07/09/2020	ARENTH AVE IMPROVEMENTS	$1,195.00
501152	07/09/2020	GENERAL ENGINEERING 7/1-7/5/20	$9,132.50
501153	07/09/2020	AVALON ROOM DESIGN	$2,557.50
501154	07/09/2020	NPDES STORM WATER	$2,175.00
501156	07/09/2020	EXPO CENTER STANDARDS OF FACILITIES MAINT	$4,555.00
501157	07/09/2020	PAVILION UPGRADES	$600.00
501163	07/09/2020	PAINT EVALUATION OF WROUGHT IRON FENCE	$925.00
501069	06/30/2020	RESURFACING DESIGN-EXPO PARKING LOT	$14,927.50
501070	06/30/2020	EXPO BARN FACILITY LIGHTING	$792.50

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Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
501071	06/30/2020	EXPO LIGHTING & ELECTRICAL IMPROVEMENTS	$1,210.00
501072	06/30/2020	HATCHER YARD FACILITY DEMO	$420.00
501073	06/30/2020	CITYWIDE ADA SELF EVALUATION	$450.00
501074	06/30/2020	SOLAR PROJECT AT METROLINK	$205.00
501076	06/30/2020	FOUR GRADE SEPARATION PUMP STATIONS	$1,485.00
501077	06/30/2020	CATCH BASIN RETROFITS	$245.00
501078	06/30/2020	SEWER DESIGN-EXPO CENTER	$5,835.00
501079	06/30/2020	FULLERTON RD PCC	$390.00
501080	06/30/2020	STARHILL LN/3RD AVE WATERLINE	$3,855.00
501081	06/30/2020	DON JULIAN/BASETDALE WATERLINE	$1,720.00
501082	06/30/2020	GENERAL ENGINEERING 6/21-6/30/20	$395.00
501083	06/30/2020	GENERAL ENGINEERING-TRAFFIC	$1,170.00
501084	06/30/2020	GENERAL ENGINEERING-PLAN APPROVAL	$4,480.00
501085	06/30/2020	GENERAL ENGINEERING-COUNTER SERVICE	$4,690.00
501086	06/30/2020	GENERAL ENGINEERING-PERMITS	$17,331.25
501087	06/30/2020	WALNUT DR SOUTH WIDENING	$4,165.00
501088	06/30/2020	ARENTH AVE RECONSTRUCTION	$9,737.50
501089	06/30/2020	AMAR RD STREETLIGHT INSTALLATION	$2,215.00
501090	06/30/2020	CITY HALL ROOF RESTORATION	$940.00
501091	06/30/2020	BUSINESS PKY RECONSTRUCTION	$1,442.50
501092	06/30/2020	ARENTH AVE STREET IMPROVEMENTS	$615.00
501093	06/30/2020	GENERAL ENEGINEERING 6/21-6/30/20	$36,520.00
501094	06/30/2020	AVALON ROOM DESIGN	$5,430.00
501099	06/30/2020	EXPO CENTER STANDARDS OF FACILITIES	$10,802.50
501100	06/30/2020	PAVILION UPGRADES	$780.00
501106	06/30/2020	PAINT EVALUATION OF WROUGHT IRON FENCE	$680.00

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Check	Date		Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo					
	501107	06/30/2020	INDUSTRY HILLS FUEL TANKS DISPENSING	$390.00	
	082020	08/01/2020	MEALS/WHEELS RENT-AUG 2020	$5,000.00	
73951	07/23/2020		CNC ENGINEERING		$98,967.50
	Invoice	Date	Description	Amount	
	501137	07/09/2020	EL ENCANTO IMPROVEMENTS	$1,575.00	
	501155	07/09/2020	COLIMA ROAD WIDENING	$175.00	
	501158	07/09/2020	VARIOUS CITY PAID EXPENSES FOR TRES	$300.00	
	501159	07/09/2020	CITY HALL MAINT	$725.00	
	501160	07/09/2020	HOMESTEAD MUSEUM IMPROVEMENTS	$100.00	
	501161	07/09/2020	STIMSON AVE CROSSING AT LA SUBDIVISION	$800.00	
	501162	07/09/2020	SAN JOSE RECONSTRUCTION	$350.00	
	501164	07/09/2020	605 FREEWAY AND VALLEY BLVD INTERCHANGE	$2,150.00	
	501165	07/09/2020	FISCAL YEAR BUDGET	$1,365.00	
	501166	07/09/2020	ROWLAND STREET RECONSTRUCTION	$445.00	
	501167	07/09/2020	BIXBY DR PCC PAVMENT	$105.00	
	501168	07/09/2020	AZUSA AVE & TEMPLE AVE INTERSECTION	$2,002.50	
	501169	07/09/2020	RESURFACING VALLEY BLVD	$875.00	
	501170	07/09/2020	ARENTH AVE RECONSTRUCTION	$2,470.00	
	501171	07/09/2020	CARTEGRAPH MGMT	$2,480.00	
	501172	07/09/2020	HOMESTEAD MUSEUM IMPROVEMENTS	$495.00	
	501173	07/09/2020	GRAND AVE RECONSTRUCTION	$2,950.00	
	501174	07/09/2020	GRAND AVE BRIDGE WIDENING	$525.00	
	501175	07/09/2020	TURNBULL CYN RD GRADE SEPARATION	$600.00	
	501075	06/30/2020	EL ENCANTO IMPROVEMENTS	$1,020.00	
	501095	06/30/2020	NPDES STORM WATER	$85.00	

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
501096	06/30/2020	NPDES STORM WATER	$4,817.50	
501097	06/30/2020	TONNER CYN PROPERTY	$735.00	
501098	06/30/2020	PUENTE VALLYE OPERABLE UNIT	$195.00	
501101	06/30/2020	VARIOUS CITY PAID EXPENSES FOR TRES	$1,267.50	
501102	06/30/2020	CITY HALL MAINT	$1,327.50	
501103	06/30/2020	HOMESTEAD MUSEUM IMPROVEMENTS	$245.00	
501104	06/30/2020	STIMSON AVE CROSSING AT LA SUBDIVISION	$3,382.50	
501105	06/30/2020	TRAFFIC SIGNAL NELSON/SUNSET AVE	$170.00	
501108	06/30/2020	605 FREEWAY AND VALLEY BLVD INTERCHANGE	$7,440.00	
501109	06/30/2020	BRIDGE REHABILITATION-VALLEY BLVD	$3,025.00	
501110	06/30/2020	AZUSA AVE BRIDGE REPAINTING	$195.00	
501111	06/30/2020	FISCAL YEAR BUDGET	$8,657.50	
501112	06/30/2020	BIXBY DR PCC PAVEMENT	$540.00	
501113	06/30/2020	AZUSA AVE/TEMPLE AVE MODIFICATION	$6,697.50	
501114	06/30/2020	NELSON AVE/PUENTE AVE WIDENING	$170.00	
501115	06/30/2020	ARENTH AVE RECONSTRUCTION	$7,995.00	
501116	06/30/2020	CARTEGRAPH MGMT	$15,250.00	
501117	06/30/2020	HOMESTEAD MUSEUM UPGRADES	$3,360.00	
501118	06/30/2020	GRAND AVE RECONSTRUCTION	$11,060.00	
501119	06/30/2020	GRAND AVE BRIDGE WIDENING	$405.00	
501120	06/30/2020	TURNBULL CYN RD GRADE SEPARATION	$440.00	
73952	07/23/2020		**CORELOGIC INFORMATION**	$192.50
	Invoice	Date	Description	Amount
	82029252	06/30/2020	GEOGRAPHIC PKG-JUN 2020	$192.50

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Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
73953	07/23/2020			COUNTY OF LOS ANGELES	$3,115.91
	Invoice	Date	Description	Amount	
	2252N	06/19/2020	PEDT CONTROL-TRES HERMANOS (ARNOLD DAM)	$601.67	
	2254N	06/19/2020	WEED ABATEMENT-TRES HERMANOS (ARNOLD DAM)	$2,514.24	
73954	07/23/2020			COUNTY OF LOS ANGELES	$34,138.00
	Invoice	Date	Description	Amount	
	9904606201M	06/30/2020	LARIAC PROGRAM IMAGERY 6	$34,138.00	
73955	07/23/2020			COUNTY OF LOS ANGELES	$17,854.95
	Invoice	Date	Description	Amount	
	2253N	06/19/2020	WEED ABATEMENT-TONNER CYN	$13,567.85	
	2251N	06/19/2020	PEST CONTROL-TONNER CYN	$4,287.10	
73956	07/23/2020			DEPT OF TRANSPORTATION	$726,915.85
	Invoice	Date	Description	Amount	
	20004517	11/14/2019	COOP 4959, SB GRAND AVE TO WB SR6O ON-RAMP	$567.64	
	20003580	10/15/2019	COOP 4959, SB GRAND AVE TO WB SR60 ON-RAMP	$1,828.88	
	20002517	09/13/2019	COOP 4959, SB GRAND AVE TO WB SR60 ON-RAMP	$1,501.58	
	20002209	09/04/2019	COOP 4959, SB GRAND AVE TO WB SR60 ON-RAMP	$14,565.68	
	20002159	09/04/2019	COOP 4959, SB GRAND AVE TO WB SR60 ON-RAMP	$451,270.75	
	19009643	06/27/2019	COOP 4959, SB GRAND AVE TO WB SR60 ON-RAMP	$70,174.47	
	19008583	05/31/2019	COOP 4959, SB GRAND AVE TO WB SR60 ON-RAMP	$187,006.85	
73957	07/23/2020			DIRECTV - FOR BUSINESS	$97.25
	Invoice	Date	Description	Amount	

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Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	034740128	07/01/2020	RECEIVER/RSN FEES	$97.25	
73958	07/23/2020			EGOSCUE LAW GROUP, INC.	$962.50
	Invoice	Date	Description	Amount	
	12785	07/02/2020	LEGAL SVC-FOLLOW'S CAMP	$962.50	
73959	07/23/2020			EXCEL PAVING COMPANY	$108,167.05
	Invoice	Date	Description	Amount	
	#9CITY-1420R	07/01/2020	WALNUT DR WIDENING & STORM DRAIN	$113,860.05	
73960	07/23/2020			FIRST AMERICAN DATA TREE, LLC	$200.00
	Invoice	Date	Description	Amount	
	20088320620	06/30/2020	PROPERTY DATA INFORMATION	$200.00	
73961	07/23/2020			FUEL PROS, INC.	$2,075.00
	Invoice	Date	Description	Amount	
	49530	06/29/2020	INDUSTRY HILLS FUEL STATION MAINT	$1,395.00	
	50036	06/18/2020	INDUSTRY HILLS FUEL STATION MAINT	$150.00	
	50117	06/29/2020	INDUSTRY HILLS FUEL STATION MAINT	$380.00	
	49677-A	05/27/2020	INDUSTRY HILLS FUEL STATION MAINT	$150.00	
73962	07/23/2020			GMS ELEVATOR SERVICES, INC	$145.00
	Invoice	Date	Description	Amount	
	102142	07/01/2020	ELEVATOR MAINT-CITY HALL	$145.00	
73963	07/23/2020			GOSS ENGINEERING INC.	$752.00

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Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	Invoice	Date	Description	Amount	
	8302	07/07/2020	EXPO BARN FACILITY LIGHTING	$752.00	
73964	07/23/2020			HAGERTY, MARIA L.	$299.00
	Invoice	Date	Description	Amount	
	5501446	06/30/2020	REIMBURSE FOR HR COURSE-PRYOR LEARNING	$299.00	
73965	07/23/2020			INDUSTRY GLASS	$1,470.00
	Invoice	Date	Description	Amount	
	3879	07/01/2020	GLASS REPLACEMENT-CITY HALL	$1,470.00	
73966	07/23/2020			INDUSTRY SECURITY SERVICES	$12,728.72
	Invoice	Date	Description	Amount	
	14-24731	07/03/2020	SECURITY SVC 6/26-7/2/20	$12,116.96	
	14-24730	07/03/2020	EXTRA SECURITY-CITY HALL 6/26-6/30/20	$611.76	
73967	07/23/2020			INDUSTRY SECURITY SERVICES	$10,055.81
	Invoice	Date	Description	Amount	
	14-24735	07/03/2020	SECURITY SVC-VARIOUS CITY SITES	$10,055.81	
73968	07/23/2020			INDUSTRY TIRE SERVICE	$1,891.15
	Invoice	Date	Description	Amount	
	295678	07/01/2020	REPLACE (4) TIRES-LIC 1463586	$1,891.15	
73969	07/23/2020			KEENAN AND ASSOCIATES	$320,431.00
	Invoice	Date	Description	Amount	

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	244605	06/23/2020	BROKER FEE FOR FY 20/21	$43,709.00
	245015	06/24/2020	DIFFERENCE IN CONDITIONS FY 20/21	$61,950.00
	246209	06/30/2020	AIRPORT LIABILITY FY 20/21	$11,657.00
	246212	06/30/2020	CRIME COVERAGE FY 20/21	$5,896.00
	244747	06/24/2020	CYBER LIABILITY FY 20/21	$26,317.00
	246205	06/30/2020	EXCESS LIABILITY FY 20/21	$51,625.00
	246595	07/01/2020	PROPERTY COVERAGE FY 20/21	$105,349.98
	246596	07/01/2020	PROPERTY COVERAGE FY 20/21	$13,927.02
73970	07/23/2020		**KLEINFELDER, INC.**	$15,956.40
	Invoice	Date	Description	Amount
	001290417	07/10/2020	EXPO CENTER PARKING LOT RECONSTRUCTION	$4,250.70
	001288736	06/25/2020	EXPO CENTER PARKING LOT RECONSTRUCTION	$11,705.70
73971	07/23/2020		**KLINE'S PLUMBING, INC.**	$420.00
	Invoice	Date	Description	Amount
	11478	07/08/2020	REPAIR AT TRES HERMANOS (SHERRY'S HOME)	$420.00
73972	07/23/2020		**L A COUNTY DEPT OF PUBLIC**	$63,205.85
	Invoice	Date	Description	Amount
	IN200001055	06/18/2020	ACCIDENT-AMAR RD @ VINELAND AVE	$451.44
	IN200001086	06/18/2020	ACCIDENT-BIXTY DR @ GALE AVE	$26,404.05
	IN200001083	06/18/2020	ACCIDENT-SUNSET AVE @ VALLEY BLVD	$382.33
	IN200001081	06/18/2020	ACCIDENT-GALE AVE @ STONER CREEK	$737.24
	IN200001080	06/18/2020	ACCIDENT-NELSON AVE @ ORANGE AVE	$1,778.88
	IN200001078	06/18/2020	ACCIDENT-AZUSA AVE @ GALE AVE	$14,388.62

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Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	IN200001075	06/18/2020	ACCIDENT-CALIFORNIA AVE @ NELSON AVE	$2,259.90	
	IN200001074	06/18/2020	ACCIDENT-TEMPLE AVE @ VINELAND AVE	$991.55	
	IN200001058	06/18/2020	ACCIDENT-LEMON AVE @ BUSINESS PKY	$776.02	
	IN200001057	06/18/2020	ACCIDENT-AMAR RD @ ECHELON AVE	$15.75	
	IN200001052	06/18/2020	ACCIDENT-AZUSA AVE @ SALAIS ST	$268.59	
	IN200001131	07/02/2020	ACCIDENT-CROSSROADS PKY @ WORKMAN MILL RD	$844.67	
	IN200001094	06/30/2020	ACCIDENT-GALE AVE @ TURNBULL CYN RD	$36.20	
	IN200001106	06/30/2020	ACCIDENT-TURNBULL CYN RD @ VALLEY BLVD	$461.17	
	IN200001103	06/30/2020	ACCIDENT-TEMPLE AVE @ VINELAND AVE	$2,566.24	
	IN200001099	06/30/2020	ACCIDENT-ARENTH AVE @ FULLERTON RD	$8,654.03	
	IN200001098	06/30/2020	ACCIDENT-AMAR RD @ VINELAND AVE	$391.86	
	IN200001096	06/30/2020	ACCIDENT-HACIENDA BLVD @ NELSON AVE	$1,797.31	
73973	07/23/2020			L A COUNTY SHERIFF'S	$86,969.66
	Invoice	Date	Description	Amount	
	203964AL	07/03/2020	SPECIAL EVENTS-DIRECTED PATROL	$86,969.66	
73974	07/23/2020			LAIRD PLASTICS, INC.	$1,449.21
	Invoice	Date	Description	Amount	
	5012413 RI	07/10/2020	INSTALL CLEAR ACRYLIC SNEEZE GUARDS-	$1,449.21	
73975	07/23/2020			LEGEND PUMP AND WELL SERVICE,	$400.00
	Invoice	Date	Description	Amount	
	56348	06/24/2020	SERVICE CALL-BAKER SLOPES	$400.00	
73976	07/23/2020			LETNER ROOFING CO.	$16,682.85

CITY OF INDUSTRY
WELLS FARGO BANK
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Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			

Invoice	Date	Description	Amount
#3CITY-1454	07/01/2020	CITY HALL ROOF RESTORATION	$11,927.00
#4CITY-1454-R	07/01/2020	RETENTION-CITY HALL ROOF RESTORATION	$5,352.20

73977 07/23/2020 — **LOCKS PLUS, INC.** — $292.90

Invoice	Date	Description	Amount
34329	05/06/2020	DUPLICATE KEYS-EL ENCANTO	$292.90

73978 07/23/2020 — **LOS ANGELES COUNTY FLOOD** — $71,520.00

Invoice	Date	Description	Amount
6/30/2020	06/30/2020	ACCEPTANCE OF LA COUNTY EASEMENT AT	$71,520.00

73979 07/23/2020 — **LOS ANGELES ENGINEERING, INC.** — $74,527.50

Invoice	Date	Description	Amount
#2GGS-0387	07/01/2020	GRAND AVE/GOLDEN SPRINGS DR INTERSECTION	$42,050.00
#2GGS-0387-3	07/01/2020	GRAND AVE/GOLDEN SPRINGS DR INTERSECTION	$19,800.00
#2GGS-0387-4	07/01/2020	GRAND AVE/GOLDEN SPRINGS DR INTERSECTION	$16,600.00

73980 07/23/2020 — **BANNER BANK** — $3,922.50

Invoice	Date	Description	Amount
#2GGS-0387-1-R	07/01/2020	RETENTION-GRAND AVE/GOLDEN SPRINGS DR	$2,102.50
#2GGS-0387-3-R	07/01/2020	RETENTION-GRAND AVE/GOLDEN SPRINGS DR	$990.00
#2GGS-0387-4-R	07/01/2020	RETENTION-GRAND AVE/GOLDEN SPRINGS DR	$830.00

73981 07/23/2020 — **LOS ANGELES TIMES** — $110.50

Invoice	Date	Description	Amount
10007093243-F	06/19/2020	SUBSCRIPTION THRU 10/23/20	$110.50

CITY OF INDUSTRY
WELLS FARGO BANK
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Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
73982	07/23/2020			**MARISOL HERNANDEZ**	$299.00
	Invoice	Date	Description	Amount	
	5492420	06/30/2020	REIMBURSE FOR HR COURSE-PRYOR LEANING	$299.00	
73983	07/23/2020			**MONROE SYSTEMS FOR BUSINESS,**	$220.00
	Invoice	Date	Description	Amount	
	IN143415	06/29/2020	MAINT AGRMT-BOND TRADER 7/28/20-7/27/21	$220.00	
73984	07/23/2020			**MUNICIPAL INSURANCE**	$198,250.00
	Invoice	Date	Description	Amount	
	244506	06/22/2020	GENERAL LIABILITY FY 20/21	$198,250.00	
73985	07/23/2020			**NELSON, JOSHUA**	$260.00
	Invoice	Date	Description	Amount	
	7/2/20	07/02/2020	REIMBURSEMENT-APWA MEMBERSHIP	$260.00	
73986	07/23/2020			**NEW GENERATION WALLCOVERING**	$2,000.00
	Invoice	Date	Description	Amount	
	20-041	07/08/2020	INSTALLATION OF WALLPAPER-TREASURY OFFICE	$2,000.00	
73987	07/23/2020			**NOBEL SYSTEMS, INC.**	$20,200.00
	Invoice	Date	Description	Amount	
	14838	06/30/2020	GEO VIEWER ANNUAL SUBSCRIPTION 7/1/20-6/30/21	$20,200.00	
73988	07/23/2020			**ONLINE SOLUTIONS, LLC**	$14,400.00

CITY OF INDUSTRY
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Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	Invoice	Date	Description	Amount	
	3711	05/19/2020	ANNUAL SUBSCRIPTION (8) USERS 9/1/20-10/31/21	$14,400.00	
73989	07/23/2020			**PACIFIC UTILITY INSTALLATION**	$6,535.00
	Invoice	Date	Description	Amount	
	21839	06/30/2020	CITY STREETLIGHT PROGRAM	$5,145.00	
	21838	06/30/2020	CITY STREETLIGHT PROGRAM	$1,390.00	
73990	07/23/2020			**PITNEY BOWES, INC.**	$243.59
	Invoice	Date	Description	Amount	
	1015923308	06/26/2020	RED INK CARTRIDGE-FIRST FLOOR & SUPPLIES	$243.59	
73991	07/23/2020			**PRINCE GLOBAL SOLUTIONS, LLC**	$5,000.00
	Invoice	Date	Description	Amount	
	016	07/07/2020	FEDERAL ADVOCACY-JUN 2020	$5,000.00	
73992	07/23/2020			**R.F. DICKSON CO., INC.**	$18,901.65
	Invoice	Date	Description	Amount	
	2510335	06/30/2020	STREET & PARKING LOT SWEEPING-JUN 2020	$18,901.65	
73993	07/23/2020			**RESCUE ROOTER**	$14,784.00
	Invoice	Date	Description	Amount	
	3166766	03/28/2020	REPLACE SECONDARY DRAIN-EL ENCANTO	$14,784.00	
73994	07/23/2020			**RICOH USA, INC.**	$364.55
	Invoice	Date	Description	Amount	

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Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	5059897183	07/01/2020	METER READING-FINANCE	$347.51	
	5059872005	06/25/2020	METER READING-ENGINEERING COPIER	$17.04	
73995	07/23/2020			**SAN GABRIEL VALLEY**	$10,125.00
	Invoice	Date	Description	Amount	
	CACTUS070920	07/09/2020	LANDSCAPE SVC-CACTUS HILL CLEARANCE	$6,285.00	
	COI070920M	07/09/2020	LANDSCAPE SVC-TRAIL MAINT	$1,440.00	
	FENCE070920	07/09/2020	LANDSCAPE SVC-FENCELINE CLEARANCE	$2,400.00	
73996	07/23/2020			**SAN GABRIEL VALLEY NEWSPAPER**	$962.00
	Invoice	Date	Description	Amount	
	0011392782	06/23/2020	NOTICE INVITING BIDS-CITY 1459	$962.00	
73997	07/23/2020			**SCS FIELD SERVICES**	$12,844.29
	Invoice	Date	Description	Amount	
	0381910	06/30/2020	INDUSTRY HILLS-LANDFILL GAS SYSTEM	$12,844.29	
73998	07/23/2020			**SO CAL INDUSTRIES**	$90.34
	Invoice	Date	Description	Amount	
	448109	07/10/2020	FENCE RENTAL-INDUSTRY HILLS	$90.34	
73999	07/23/2020			**SPARKLETTS**	$99.23
	Invoice	Date	Description	Amount	
	16916898 070320	07/03/2020	WATER DELIVERY & DISPENSER RENTAL	$99.23	
74000	07/23/2020			**STAPLES BUSINESS ADVANTAGE**	$1,663.98

CITY OF INDUSTRY
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Check	Date	Payee Name	Check Amount

CITY.WF.CHK - City General Wells Fargo

Invoice	Date	Description	Amount
8058828260	06/27/2020	OFFICE SUPPLIES	$623.00
8058762066	06/20/2020	OFFICE SUPPLIES	$1,040.98

Check	Date	Payee Name	Check Amount
74001	07/23/2020	SUPERIOR COURT OF CALIFORNIA,	$3,643.00

Invoice	Date	Description	Amount
JUNE 2020	07/08/2020	PARKING CITATIONS REPORT-JUNE 2020	$3,643.00

Check	Date	Payee Name	Check Amount
74002	07/23/2020	THE BIG NORWEGIAN	$1,490.25

Invoice	Date	Description	Amount
56110	06/19/2020	REPAIR 2000 JOHN DEERE 609 MOWER-HATCHER YD	$1,490.25

Check	Date	Payee Name	Check Amount
74003	07/23/2020	THE TECHNOLOGY DEPOT	$11,165.01

Invoice	Date	Description	Amount
14011	07/06/2020	NETWORK MAINT 7/6-7/9/20	$6,060.63
13994	07/02/2020	NETWORK MAINT 7/1-7/2/20	$1,490.00
13955	06/30/2020	NETWORK MAINT-JUN 2020	$3,614.38

Check	Date	Payee Name	Check Amount
74004	07/23/2020	TPX COMMUNICATIONS	$2,088.79

Invoice	Date	Description	Amount
131611835-0	06/30/2020	TEL/INTERNET SVC-HOMESTEAD	$2,088.79

Check	Date	Payee Name	Check Amount
74005	07/23/2020	TURBO DATA SYSTEMS, INC	$382.50

Invoice	Date	Description	Amount
32895	06/30/2020	CITATION PROCESSING-MAY/JUN 2020	$382.50

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July 23, 2020

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
74006	07/23/2020			**VANGUARD CLEANING SYSTEMS,**	$417.30
	Invoice	Date	Description	Amount	
	87498	06/02/2020	JANITORIAL SVC-HOMESTEAD	$417.30	
74007	07/23/2020			**VORTEX INDUSTRIES, INC.**	$1,430.80
	Invoice	Date	Description	Amount	
	1443955	07/09/2020	REPAIR GATE-TONNER CYN	$1,430.80	
74008	07/23/2020			**WEATHERITE SERVICE**	$1,709.76
	Invoice	Date	Description	Amount	
	L187146	06/17/2020	REPLACE CONTROL PANEL-IBC	$1,243.76	
	L187247	06/26/2020	A/C REPAIR-15559 RAUSCH/15660 STAFFORD	$466.00	
74009	07/23/2020			**WKE, INC**	$3,028.14
	Invoice	Date	Description	Amount	
	18008.04	07/08/2020	GRAND AVE NB WIDENING OVER SAN JOSE CREEK	$3,028.14	

Checks	Status	Count	Transaction Amount
	Total	86	$3,073,374.90

CITY COUNCIL

ITEM NO. 5.2

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager TH

STAFF: Joshua Nelson, Director of Public Works/City Engineer JN
Arlene Lopez, Project Manager, CNC Engineering AL

DATE: July 23, 2020

SUBJECT: Consideration of Amendment No. 2 to the Professional Services Agreement with Interior Images, Inc., to provide interior design services for the improvement and renovation of various areas at El Encanto Healthcare Facility, increasing total compensation by $30,000.00 and extending the term through February 28, 2022

Background:

On February 28, 2019, the City Council approved a Professional Services Agreement ("Agreement") with Interior Images, Inc., for interior design services for various improvements at the El Encanto Healthcare Facility ("El Encanto"), in an amount for $58,885.00. On September 26, 2019, the City Council approved Amendment No. 1 increasing the compensation by $20,000.00 and extending the term to February 28, 2021. The additional scope of work in Amendment No. 1 included the addition of flooring, painting, and/or window treatments in the front lobby, administrative offices, medicine rooms, and various exit doors. The extra time requested was used to research information for compliance of required postings per the California Department of Public Health ("CDPH") and for available materials, such as carpeting and wall coverings for longevity and durability. This information was then incorporated into the construction plans.

Discussion:

Interior Images completed the plans and specifications for the various interior improvements to El Encanto and the project was awarded on January 23, 2020 to BLD Builders, Inc. Just as the project was getting underway, El Encanto was put under lockdown due to the COVID-19 pandemic to protect the health and safety of its residents who are at the highest risk for severe disease. Although the facility is not allowing visitors and non-essential workers to enter at this time, project management by Interior Images, such as material orders, deliveries, specification clarification, storage

logistics, submittal reviews, and weekly conference calls are ongoing. However, finding vendors and manufacturers who are still operating during the COVID-19 crisis has taken longer than expected to obtain needed materials.

It has since been determined by the Inspector of Record for the project that the renovation of the 3 nurse's stations will require a permit from the Office of Statewide Health Planning and Development ("OSHPD"). Additional time was needed and spent to select and vet a new manufacturer for the nurse's stations to ensure that the minimum Americans with Disabilities Act ("ADA"), Fire and OSHPD code requirements are met.

The permit process also requires that the construction drawings be signed by a licensed architect. Additional time was also spent on revising the current drawings to reflect the minimum OSHPD requirements, which can then be reviewed by the architect prior to submission to OSHPD for a permit. Interior Images will work closely with the architect to ensure that the permit is obtained in a timely manner so that once the lockdown on the facility is lifted, work will continue without further delay.

This additional oversight with OSHPD involvement is beyond the original scope of work. Since it is unknown when the COVID-19 crisis will end, Amendment No. 2 will extend the Agreement's term from February 28, 2021 to February 28, 2022 to allow for continued project management services during construction when it gets underway and a compensation increase of $30,000.00 for the additional scope and time delay.

Fiscal Impact:

The El Encanto Healthcare and Habilitation Center project (Project No. CIP-FAC-19-064-B) is included in the 2020-2021 Capital Improvement Program Adopted Budget in the amount of $1,510,000. No additional appropriations are required.

Recommendation:

Staff recommends that the City Council approve Amendment No. 2 to the Professional Services Agreement with Interior Images, Inc.

Exhibit:

A. Amendment No. 2 to the Professional Services Agreement with Interior Images, Inc., dated July 23, 2020

TH/JN/AL:as

EXHIBIT A

Amendment No. 2 to the Professional Services Agreement with Interior Images, Inc., dated July 23, 2020

[Attached]

AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT WITH
INTERIOR IMAGES, INC.

This Amendment No. 2 to the Professional Services Agreement ("Agreement") is made and entered into this 23rd day of July, 2020, ("Effective Date") by and between the City of Industry, a California municipal corporation ("City") and Interior Images, Inc., a California Corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, on or about February 28, 2019, the Agreement was entered into and executed between the City and Consultant to provide interior design services at El Encanto Healthcare Facility and Habilitation Center; and

WHEREAS, on or about September 26, 2019, Amendment No. 1 was approved for the increased compensation by $20,000.00 for additional scope of services that included design and specifications for flooring, painting and window treatments in the lobby and administrative offices, research for proper compliance with regulating agencies, and project management services during construction, and an extension of the term through February 28, 2021 for the additional scope; and

WHEREAS, the Parties desire to amend the Agreement to extend the term through February 28, 2022 due to delays in the project schedule from the COVID-19 pandemic and the Facility lockdown, additional scope to obtain a permit from the Office of Statewide Health Planning and Development and therefore increase compensation by $30,000.00; and

WHEREAS, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 2, as set forth below.

AMENDMENT

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

Section 1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than February 28, 2022, unless sooner terminated pursuant to the provisions of this Agreement.

Section 4. PAYMENT

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

This amount shall not exceed One Hundred and Eight Thousand Eight Hundred Eighty-Five Dollars ($108,885.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

Exhibit A **<u>Scope of Services</u>**

The Scope of Services is hereby revised to include the additional items within Attachment 1, attached hereto, and incorporated herein by reference.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 to the Agreement as of the Effective Date.

"CITY"
City of Industry

By: _____
Troy Helling, City Manager

"CONSULTANT"
Interior Images, Inc.

By: _____
Cheryl A. Sanders, President

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

ATTACHMENT 1

EXHIBIT A

Scope of Services

8. **Office of Statewide Health Planning and Development ("OSHPD") <u>Permit Acquisition and Coordination</u>**

    a. Revise drawings of the 3 nurse's stations to reflect the minimum OSHPD requirements for obtaining a permit, per the architect's direction.
    b. Research and vet a new manufacturer for the nurse's stations to ensure that the minimum Americans with Disabilities Act (ADA), Fire, and OSHPD requirements will be met.
    c. Continuous oversight of the architect's coordination with OSHPD, General Contractor, and Inspector of Record during the construction phase.

EXHIBIT A TO AMENDMENT NO. 2

PROFESSIONAL SERVICES AGREEMENT WITH INTERIOR IMAGES, INC. DATED FEBRUARY 28, 2019

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of February 28, 2019 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Interior Images, Inc., a California corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than February 28, 2020, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing interior design services at El Encanto Healthcare and Habilitation Center, 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 Manager shall represent the City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but shall have no authority to modify the Services or the compensation due to Consultant.

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Fifty-Eight Thousand Eight Hundred Eighty-Five Dollars ($58,885.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

(c) Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as

practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

5. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

6. OWNERSHIP OF DOCUMENTS

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

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

Agreement. All reports, documents, or other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

7. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

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

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

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

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

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

10. LEGAL RESPONSIBILITIES

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

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

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

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

14. NOTICES

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

To City:	City of Industry 15625 E. Stafford, Suite 100 City of Industry, CA 91744 Attention: City Manager
With a Copy To:	Casso & Sparks, LLP 13200 Crossroads Parkway North, Suite 345 City of Industry, CA 91746 Attention: James M. Casso, City Attorney

To Consultant: Interior Images, Inc.
4845 Green Crest Drive
Yorba Linda, CA 92887
Attention: Cheryl A. Sanders, President

15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

17. ENTIRE AGREEMENT

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

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

"CITY"
City of Industry

By: _____
Troy Helling, City Manager

"CONSULTANT"
Interior Images, Inc.

By: _____
Cheryl A. Sanders, President

Attest:

By: _____
Julie Gutierrez-Robles, Deputy City Clerk

Approved as to form:

By: _____
James M. Casso, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide interior design services for the improvement and renovation of various areas at El Encanto Healthcare Facility, located at 555 El Encanto Road City of Industry CA, including, but not limited to, corridors, dining rooms, the rehabilitation room, the computer lab, and nurse's stations from the design phase through installation.

Consultant shall provide plans specifications for materials and goods to be purchased including the basic categories of flooring, wall finishes, window treatments, cabinetry finishes, handrails and bumper guards, as well as for miscellaneous finishes such as; furniture, moveable lighting, signage, art and accessories. See also the Deliverables table in Item 4 below 4: Design Development/Drafting for all drawing documentation to be furnished by the consultant.The renovations of the following locations shall be included in the plans and specifications to be provided by the Consultant:

1. All Corridors except those in the DD area
2. The Dana Point Dining Room
3. The Venice Dining Room
4. The Balboa Dining Room
5. The Rehab Room
6. The Computer Lab
7. Resurfacing of Nurses Stations (3)

I. BASIC SERVICES:

1. Programming

a. The evaluation and development of a design concept, color scheme and scope of work, as it relates to a proposed budget.
b. Assess and program the furniture fixtures and equipment ("FF&E") needs of all areas.

2. Research

a. Materials research and conferring with the City.
b. Explore all possible options for the accepted design concept and color pallet; including all drapery and upholstery fabrics, floor coverings, paint colors, furniture and cabinetry finishes, lighting styles, signage and accessories.
c. Review of all code compliance including ADA, Life/Safety, Seismic, Infection Control, Wayfinding and any other licensing survey code compliance issues.

3. Specification

a. The determination of the correct size, shape, function and placement of furniture, equipment (such as small appliances), office equipment, timeclocks, rehab equipment, handrails, moveable lights and accessories.

b. The designation of specific materials and finishes selected from what was previously gathered during the research phase. Includes colors, sizes, code compliance and pricing for all materials needed.
c. The documentation of all finishes, locations and materials as they relate to the budget.
d. Consultant shall submit all specifications for the City to include in the City's specification template documents

Exclusions:

1. Consultant is not responsible for the layout, coordination or installation of I.T. or low voltage cabling, other than the determination of the locations of TV's, computers, copiers, fax machines, nurse call monitoring or patient alarms.
2. Consultant is not responsible for the design or specification of commercial ceilings, unless specifically requested by the City and may be classified as "Additional Services".
3. Consultant is not responsible for the specification of anything from the Mechanical, Electrical, Plumbing or Landscaping disciplines.
4. Consultant is not responsible for the competitive, bidding processes for the City or of third-party subcontractors or vendors.

4. Design Development/Drafting

a. To further the overall design of the project in coordination with the City, through the evaluation of the anticipated function and flow of facility operations throughout the given spaces, as they relate to the interior design scope of work.
b. To produce computer generated CAD/Revit drawings and coordinate with the City to execute the intent above (a).
c. Draft all drawings necessary in CAD/Revit and create the Document Deliverables listed below.

General Notes/Requirements
Furniture & Small Equipment Floorplans (as needed)
Responsibility Matrix (as needed)
Paint Plans & Schedule
Flooring Plans & Schedule
Cabinetry Elevations (as needed)
Finish Schedule – All Interior Finishes as needed

5. Presentation

a. The initial programming work will conclude with a presentation showing all of the proposed materials, fabrics and finishes to be used in order to complete the project, including prices for same. This presentation will demonstrate the final interior design concept through the use of large samples of all materials to be used, vendor catalog photos, computer generated floor plans, furniture layouts and elevations in person to the

representative of the City. This does not include a standard Materials Presentation Board, which will only be produced at the specific request of the City, and will be billed as "Additional Services".

6. **Project Management**
   a. The evaluation of job progress on site and coordination with any sub-contractors' work, as it relates to the Consultant's scope of work.
   b. The reselection of any materials or goods that have been discontinued or are no longer available, after the presentation.
   c. Review of all RFP's, responses to RFPs and shop drawings.
   d. To be on site as needed and requested by the City to oversee installation.

7. **Installation**
   a. To supervise the installation of all items included in the Consultant's scope of work. Jobsite visits will be only as needed.

EXHIBIT B

RATE SCHEDULE

Senior Designer/Project Manager	$165.00/hour
Associate Designer/Draftsman	$140.00/hour
Intermediate Designer/Draftsman	$130.00/hour
Design Assistant/Draftsman	$100.00/hour
Purchasing Coordinator	$ 75.00/hour

ADDITIONAL SERVICES: Additional Services are those services either requested by the City that are outside the scope of the Basic Services listed, or those services required in order to meet any unexpected compliance required by any governmental agency. These services will be billed at the hourly rates listed above, and are in addition to the not-to-exceed amount agreed to by the City.

REIMBURSABLE EXPENSES: Consultant shall be reimbursed for out-of-pocket expenses incurred on behalf of the project such as messenger services, printing and other forms of reproducing drawings, specifications and documents. These expenses will be invoiced at our cost.

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/22/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

MARSH USA INC
12421 MEREDITH DRARKWAY
URBANDALE, IA 50398
(888) 661-3938

CONTACT NAME:
PHONE (A/C, No, Ext): (888) 661-3938 FAX (A/C, No): (877) 872-7604
E-MAIL ADDRESS: service.center@travelers.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
INTERIOR IMAGES
4845 GREEN CREST DRIVE
YORBA LINDA, CA 92887

COVERAGES **CERTIFICATE NUMBER:** 896716536481940 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] HIRED AUTO [X] NON OWNED AUTO GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X	X	680-480W4415-19	02/17/2019	02/17/2020	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [ ]						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			CUP-1G151259-19	02/17/2019	02/17/2020	EACH OCCURRENCE	$1,000,000
							AGGREGATE	$1,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

AS RESPECTS TO GENERAL LIABILITY, THE CITY OF INDUSTRY, ITS ELECTED OR APPOINTED OFFICERS, AGENTS, OFFICIALS AND EMPLOYEES ARE ADDITIONAL INSURED - BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS, CG D1 05, BUT ONLY AS RESPECTS TO WORK PERFORMED BY THE INSURED. AS RESPECTS TO GENERAL LIABILITY, SUBROGATION AGAINST THE CITY OF INDUSTRY HAS BEEN WAIVED PER CG 24 04.

CERTIFICATE HOLDER

CITY OF INDUSTRY
ATTN: CITY MANAGER
15625 E STAFFORD, STE 100
CITY OF INDUSTRY, CA 91744

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Misty Kuckelman

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/18/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Commercial Associates Insurance
1594 N. Batavia Street
Orange, CA 92867

CONTACT NAME:
PHONE (A/C, No, Ext): (714) 524-4949 FAX (A/C, No): (714) 524-4940
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Oak River Insurance Company	34630
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Interior Images, Inc.
4845 Green Crest Drive
Yorba Linda, CA 92887

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y	N/A		INWC905630	8/1/2018	8/1/2019	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Operation usual to the named insured.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY COUNCIL

ITEM NO. 5.3

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager TH

STAFF: Joshua Nelson, Director of Public Works/City Engineer JN
James Cramsie, Director of Engineering, CNC Engineering JC

DATE: July 23, 2020

SUBJECT: Consideration of Amendment No. 3 to the Professional Services Agreement with Tetra Tech, Inc., to continue to prepare 30% Preliminary Design for Multi-Benefit Stormwater Capture Projects for the Upper San Gabriel River Enhanced Watershed Management Program through December 31, 2020 (Contract No. 2017-1002)

Background:

The County of Los Angeles ("County"), the Los Angeles County Flood Control District, and the cities of Baldwin Park, Covina, Glendora, Industry, La Puente, and West Covina (collectively, the "Member Agencies") formed the Upper San Gabriel River ("USGR") Enhanced Watershed Management Program ("EWMP") Group on October 24, 2013. EWMPs serve as road maps to water sustainability by identifying opportunities to improve stormwater quality, water supply, and flood control. The Group completed the development of an EWMP and obtained approval from the Los Angeles Regional Water Quality Control Board on April 11, 2016. The Group's next objective was to prepare preliminary design reports at the 30% design level that will be suitable for grant funding applications and a design-build or design-bid-build solicitation package for projects identified in the approved EWMP and in consultation with the Member Agencies.

On September 14, 2017, the City Council approved a Professional Services Agreement ("Agreement") with Tetra Tech, Inc. ("Tetra Tech"), for the preparation of 30% Preliminary Design for Multi-Benefit Stormwater Capture Projects for the USGR EWMP in an amount not to exceed $680,000.00 through September 14, 2019. On September 12, 2019, Amendment No. 1 was approved, extending the Agreement with Tetra Tech through December 31, 2019. The extension was needed to complete final deliverables with no additional compensation and address final comments by the Member Agencies on the final 30 percent design package(s).

On February 13, 2020, Amendment No. 2 was approved to allow Tetra Tech to continue providing consulting services through August 31, 2020. The proposed amendment increases the compensation of the Agreement by $34,000.00, due to the extension of the term for a total contract amount of $714,000.00.

Discussion:

City staff requests City Council authorization to extend the Agreement with Tetra Tech to continue providing consulting services through December 31, 2020 to complete final deliverables with no additional compensation. The extension is needed due to the disruption from COVID-19 on the coordination effort between the Member Agencies.

Fiscal Impact:

There is no fiscal impact associated with this Amendment.

Recommendations:

1.) Staff recommends the City Council approve Amendment No. 3 to the Professional Services Agreement with Tetra Tech, Inc.

Exhibit:

A. Amendment No. 3 to the Professional Services Agreement with Tetra Tech, Inc., dated July 23, 2020

TH/JN/JC:as

EXHIBIT A

Amendment No. 3 to the Professional Services Agreement with
Tetra Tech, Inc. dated July 23, 2020

[Attached]

AMENDMENT NO. 3
TO PROFESSIONAL SERVICES AGREEMENT WITH
TETRA TECH, INC.

This Amendment No. 3 to the Professional Services Agreement ("Agreement") is made and entered into this 23rd day of July, 2020, ("Effective Date") by and between the City of Industry, a California municipal corporation ("City") and Tetra Tech, Inc., a Delaware corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, on or about September 14, 2017, the Agreement was entered into and executed between the City and Consultant to provide engineering services for stormwater capture projects; and

WHEREAS, on or about September 12, 2019, the City approved Amendment No. 1 to extend the term of the Agreement through December 31, 2019, to continue to allow Consultant to complete the final deliverables, and to allow for reconciliation of the final invoices for the project; and

WHEREAS, on or about February 13, 2020, the City approved Amendment No. 2 to amend the Agreement to extend the term of the Agreement through August 31, 2020 and increase compensation to Consultant by $34,000.00; and

WHEREAS, the Parties desire to amend the Agreement to extend the term of the Agreement through December 31, 2020 to continue providing consulting services to complete final deliverables; and

WHEREAS, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 3, as set forth below.

AMENDMENT

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

Section 1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2020, unless sooner terminated pursuant to the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3 to the Agreement as of the Effective Date.

"CITY"
City of Industry

By: _____
Troy Helling, City Manager

"CONSULTANT"
Tetra Tech, Inc.

By: _____
Clint Boschen, Director

ATTEST:

By: _____
Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

EXHIBIT A TO AMENDMENT NO. 3

AGREEMENT FOR CONSULTING SERVICES WITH TETRA TECH, INC. DATED SEPTEMBER 14, 2017

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of September 14, 2017 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Tetra Tech, Inc., a California corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than September 14, 2019, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

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

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

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

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

3. MANAGEMENT

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

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Six Hundred Eighty Thousand dollars ($680,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

5. LABOR CODE AND PREVAILING WAGES

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

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

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

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

7. OWNERSHIP OF DOCUMENTS

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

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the the County of Los Angeles, the Los Angeles County Flood Control District, and the cities of Baldwin Park, Covina, Glendora, Industry, La Puente and South El Monte (collectively the "Cities") and may be used, reused, or otherwise disposed of by the Cities without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at

the Consultant's office, and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to Cities all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the services under this Agreement. All reports, documents, or other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the Cities.

8. INDEMNIFICATION

(a) Indemnity for professional liability

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the Cities and any and all of their officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs 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 Cities, and any and all of their employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(c) DUTY TO DEFEND. In the event the Cities, their officers, employees, agents and/or volunteers are made a party to any action, claim, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by Cities, Consultant shall have an immediate duty to defend the Cities at Consultant's cost or at Cities' option, to reimburse Cities for their 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 Cities, as to whether liability arises from the sole negligence of one or more of the Cities or their officers, employees, or agents, Consultant will be obligated to pay for Cities' defense until such time as a final judgment has been entered adjudicating one or more of the Cities 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. For purposes of this paragraph, the term "sole negligence" means the negligence of one or more of the Cities.

9. INSURANCE

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

10. INDEPENDENT CONSULTANT

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

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

11. LEGAL RESPONSIBILITIES

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

12. UNDUE INFLUENCE

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

13. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

15. NOTICES

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

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

Attention: City Manager

With a Copy To:	James M. Casso, City Attorney Casso & Sparks, LLP 13200 Crossroads Parkway North, Suite 345 City of Industry, CA 91746
To Consultant:	Chad Helmle, Vice President Tetra Tech, Inc. 3475 East Foothill Boulevard Pasadena, CA 91107 Tel (626) 470-2427

16. ASSIGNMENT

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

Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide City with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include 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 subconstultant as it would be if Consultant had performed the Services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the City and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall indemnify, defend and hold harmless the Indemnified Parties for any claims arising from, or related to, the services performed by a subconsultant under this Agreement.

17. GOVERNING LAW/ATTORNEYS' FEES

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

18. ENTIRE AGREEMENT

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

19. SEVERABILITY

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

20. COUNTERPARTS

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

21. CAPTIONS

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

22. WAIVER

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

23. REMEDIES

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or

the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

24. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

"CITY"
City of Industry

By: _____
Paul J. Philips, City Manager

"CONSULTANT"
Tetra Tech, Inc.

By _____
Chad Helmle, Vice President

Attest:

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

Approved as to form:

By: _____
James M. Casso, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide the following services:
Prepare Preliminary Design Reports ("Project") at the 30% design level construction drawings that will be suitable for grant funding applications and/or a design-build or design-bid-build solicitation packages that demonstrate a comprehensive approach to stormwater planning for the San Gabriel River Watershed for the following sites:

Site	Owner	Potential Jurisdiction(s) Tributary
Barnes Park	Baldwin Park	Baldwin Park
Kahler Russell Park	Covina	Covina, County, Glendora, and San Dimas
Downtown Properties	Glendora	Glendora
San Angelo Park and Vacant Lot	Industry	Industry and County
Cortez Park	West Covina	West Covina and Walnut
Allen J. Martin	County	County, West Covina and La Puente
La Puente Park	La Puente	La Puente

The following tasks are provided as a guide to accomplish the objectives. The services to be performed by the Consultant shall include, but not be limited to, the following items of work:

1. **Project Management, Coordination, and Meetings**
   The Consultant will provide project management services to ensure the project is delivered on schedule and within budget. The Consultant will obtain feedback from Cities on various stages of the project development.

   1.1. Project Schedule

   Provide a detailed schedule to complete all the tasks of this Scope of Work. The schedule may be updated as necessary and as approved by the Project Manager.

   1.2. Coordination

   Perform project management duties including coordinating with Cities, coordinating calls, and providing an explanation of the work completed, work to be done, and work that was to have been done but not, with explanations.

   1.3. Meetings

   Schedule and prepare meeting agenda, presentation, and summary notes. The Consultant should assume monthly meetings, including a kick-off meeting, with the Cities, and other select stakeholders, such as Los Angeles County Department of Parks

and Recreation. The Consultant shall also meet with the Los Angeles County Regional Water Quality Control Board ("Regional Board"), and attend two meetings with other stakeholder agencies, such as the Upper San Gabriel Valley Municipal Water District, as directed by the City.

Deliverables: Project schedules, agenda, presentation, and summary notes.

2. **Geotechnical Evaluation**

The Consultant will conduct a geotechnical evaluation to provide a reasonable understanding of the subsurface conditions and the ability to infiltrate at the proposed location and depth, including but not limited to, an infiltration test and Phase I Environmental Site Assessment (Phase I). The Consultant will also conduct shallow infiltration tests for sites where low impact development features, such as bioswales, are proposed. Prior to conducting the tests, guidance from the Cities will be given on testing locations.

One deep boring up to 100 feet or groundwater table has been conducted for all sites, except Cortez Park, during the Enhanced Watershed Management Program ("EWMP") development. The geotechnical investigation results can be found in Appendix B-3 within the file link below:
http://www.cityofindustry.org/Home/ShowDocument?id=2132

The Consultant will obtain necessary access permits from Baldwin Park, Glendora, and West Covina.

Deliverable: Geotechnical report and Phase I report for all sites, except as set forth in the following paragraph.

Note: The Los Angeles County Department of Public Works ("LACDPW") will provide geotechnical reports for Kahler Russell Park, San Angelo Park, and Allen J. Martin Park. The LACDPW will conduct Cone Penetration Tests to characterize the subsurface stratigraphy and in coordination with the Consultant, perform necessary percolation tests. The Consultant will still perform Phase I for the three sites.

3. **Develop Stormwater Capture Capacity and Conduct Water Quality Analysis**

The Consultant will determine the maximum potential drainage area that could be captured by each site and meet water quality standards. Guidance from the City will be given on available project footprint. The Consultant will develop the following stormwater capture capacity options:

1) BMP size that will achieve water quality standards for the Project tributary drainage area to those sites,
2) BMP size that is most cost-effective for the Project tributary area,
3) BMP size that will capture the 85th percentile, 24-hour storm volume,

4) Any other BMP size that the Consultant determines will best achieve multi-benefits, including but not limited to addressing stormwater quality and water supply.

The Consultant will also develop recommendations for the BMP location and type as well as the location, type, and size of pre-treatment systems and diversion structures for each BMP option.

The Consultant will obtain and review all necessary data to complete the task. If the available information is incomplete, the Consultant will perform all tasks necessary to develop the design capacity options. The Consultant must follow LACDPW's standards for conducting hydrologic and hydraulic analyses.

The Consultant will use the Watershed Management Modeling System (WMMS) and System for Urban Stormwater Treatment and Analysis Integration (SUSTAIN) to support the design of stormwater capture capacity. The Consultant will evaluate available water quality data most relevant to the Project site and follow the Regional Board's guidelines for conducting water quality modeling for the Project, including model calibration.

Available Information: The Los Angeles County Department of Public Works (LACDPW) will provide hydrology studies and GIS shapefiles of drainage areas for Kahler Russell Park, San Angelo Park and Vacant Lot, and Allen J. Martin Park. LACDPW's standards at http://dpw.lacounty.gov/wrd/Publication/index.cfm, WMMS: http://dpw.lacounty.gov/wmd/wmms/, Regional Board's *Guidelines for Conducting Reasonable Assurance Analysis in a Watershed Management Program, Including an Enhanced Watershed Management Program*, dated March 25, 2014.

Deliverables: Stormwater Capture Capacity Options Report, GIS files, and WMMS and SUSTAIN input and output files.

4. **Water Conservation Analysis**

The Consultant will determine the potential annual groundwater recharge volume for each project site.

Optional Task: The Consultant will also incorporate a stormwater reuse design if desired by the Cities. Said design shall require a separate agreement and shall be paid for by the Party requesting the work.

Deliverable: Water Conservation Analysis.

5. **Utility**

The Consultant will identify the appropriate right-of-way, conduct a utility search, and propose a design that avoids or resolves utility conflicts for each site.

Deliverable: Utility Search Report.

6. **Topographic Survey**
   The Consultant will conduct an aerial topography of each site, and where necessary in localized areas, conduct a ground topography to determine elevations of surface and sub-surface features, including invert elevation, pipe diameter and direction of flow for underground utilities, and tree trunk location and size. Aerial topography will be prepared with one (1) foot contours and at a 1" = 40' scale.

   Deliverable: AutoCAD basemap to be incorporated into 30% design plans; support documentation, including a network adjustment report for the GPS survey, bench runs, including the vertical datum, and CA Zone 5 (NAD 83) coordinate values of the local centerline monuments; and electronic format of black and white orthophotos of each site.

7. **Environmental Evaluation/Documentation**
   Review and evaluate the required environmental clearance processes to satisfy the California Environmental Quality Act ("CEQA"), National Environmental Policy Act (NEPA) and any other environmental requirements including historical, cultural, etc. The Consultant will prepare an Initial Study checklist in accordance with CEQA.

   Deliverable: Environmental evaluation report and Initial Study checklist.

8. **Regulatory Requirements and Permits**
   The Consultant will identify all regulatory requirements and permits, including but not limited to local municipal and zoning code for parking lot requirements, Los Angeles County Department of Public Health Guidelines for Alternate Water Sources, Indoor and Outdoor Non-Potable Use, dated December 2015 or more up-to-date guidelines. The Consultant will prepare preliminary permit applications with the necessary documentation, including design plans and reports, and ensure the project design meets all regulatory requirements.

   Deliverable: Regulatory Requirements Report and Permit applications for each site.

9. **Landscaping and Park Improvements and Artistic Rendering**
   The Consultant will work with the County and the Cities to develop landscape concept plans to restore vegetation impacted by the Projects, incorporate aboveground Low Impact Development (LID) features and interpretive signage, and other park improvements. The Consultant will show the plan, perspective, and section views and identify the plant species.

   Deliverable: Artistic rendering in Photoshop format and design plans in AutoCAD format.

10. **Operation and Maintenance ("O&M")**
    The Consultant will develop an O&M template that can be updated upon completion of final design plans. O&M template to include frequency of maintenance, replacement and schedule of system components.

    Deliverable: O&M Template.

11. Monitoring Plan

The Consultant will develop baseline and long-term post project monitoring plans to determine water quality improvements and water supply benefits.

Deliverables: Monitoring plans for each site.

12. Preliminary 30% Design Cost Estimate

The Consultant will develop detailed costs for the options identified in Task 3, water quality and flow monitoring, and operation and maintenance for the duration of one lifecycle of the stormwater capture BMP product.

Deliverable: Preliminary 30% Cost Estimate.

13. Preliminary Project Schedule

The Consultant will develop a detailed schedule that includes tasks required to complete a final design, obtain all permits, start and complete construction, and conduct water quality and flow monitoring for each site.

Deliverable: Preliminary Project Schedule in Microsoft Project or equivalent.

14. Final Deliverable

Based on the findings from each task in the scope of work, submit a Preliminary Design Report and 30% design plans for each site.
Deliverable: Final Deliverable.

EXHIBIT B

RATE SCHEDULE

Consultant shall perform the services at the rates listed in the Billing Rate Schedule set forth below. The Cost Proposal set forth herein shall serve as guidance for the total cost for each task. In no event, shall compensation to Consultant exceed the amount set forth in Section 4 of the Agreement.

Multi-Benefit Stormwater Capture Projects
for the Upper San Gabriel River Enhanced Watershed Management Program

Billing Rate Schedule

Personnel	Professional Classification	Rate	U
Chad Helmle	Principal	$ 235.00	hr.
Oliver Galang	Project Manager	$ 220.00	hr.
Jason Wright	Sr Water Resources/Civil/Environ Engineer	$ 175.00	hr.
Merrill Taylor	Water Resources/Civil/Environ Engineer	$ 140.00	hr.
Alysha Chan	Assistant Civil/Environmental/Water Resources Engineer	$ 100.00	hr.
Angie Marciano	Contract Adminstrator	$ 96.00	hr.
Eric Joller	Project Assistant	$ 96.00	hr.
Mauricio Argente	Principal, Landscape Architect	$ 300.00	hr.
Mark Bush	Principal, QA/QC Manager	$ 235.00	hr.
Jason Fussel	Senior Engineer (Civil)	$ 195.00	hr.
Elva Angeles	Staff Professional	$ 140.00	hr.
Hai Nguyen	Staff Designer	$ 125.00	hr.
Sara Dowds	Survey Technician	$ 90.00	hr.
Anthony Ramos	CADD Designer	$ 120.00	hr.
Karen Grubb	Project Assistant	$ 85.00	hr.
	Two Man Survey Crew	$ 210.00	hr.
Peter Skopek, PhD, PE, GE	Principal Engineer / Geologist	$ 230.00	hr.
Fernando Cuenca, PhD, PE	Project Engineer / Geologist	$ 145.00	hr.
Andrew McLarty, PG, CEG	Senior Staff Engineer / Geologist	$ 145.00	hr.
Allan Stone	Soils / Asphalt / Field Technician	$ 90.00	hr.
Steven Grod	Scientist (Staff Scientist)	$ 126.00	hr.
Tanya MacLean	Senior Technician	$ 98.00	hr.
Renee Longman	Environmental Planner	$ 130.00	hr.

Price Proposal

Revision Date: Jul 21, 2017

Multi-Benefit Stormwater Capture Projects for the Upper San Gabriel River Enhanced Watershed Management Program

Develop Preliminary Design Reports (30%) for Multi-benefit Stormwater Capture Projects for the Upper San Gabriel River EWMP

Submitted to: City of Industry (Attn: Kristen Weger, Administrative Analyst)

Contract Type: T&M

Labor Plan – 26 Resource

Task Pricing Totals: 680,000

Total Price: 680,000

Pricing by Resource

Project Phases / Tasks	Schedule From	Schedule Thru	Schedule Months	Total Labor Hrs	Responsible Principal ([illegible], PE)	QA/QC Manager ([illegible], PE)	Project Manager ([illegible], PE)	Deputy PM/Design Lead ([illegible], PE)	WQ Analyst Lead ([illegible], PE)	WQ Engineer ([illegible])	WQ Monitoring Manager ([illegible], QSD/P)	Sr Water Resources Engineer ([illegible])	Landscape Architect ([illegible], RLA)	Design Manager ([illegible], PE)	Assistant Engineer ([illegible])	Land Surveyor ([illegible])	Graphics Designer ([illegible])	Assistant Engineer ([illegible])	Two Person Survey Crew	Survey Tech	Geotechnical Lead ([illegible], PE)	Geotechnical Engineer ([illegible], PE)	Geologist, Field ([illegible])	Drafting	Office	Scientist ([illegible])	Senior Technician ([illegible])	Environmental Planner ([illegible])	Labor	Subs	Travel	Mat'ls & Equip	ODCs	Task Pricing Totals
Bill Rate >					215.00	215.00	220.00	175.00	140.00	140.00	200.00	[illegible]	[illegible]	195.00	140.00	135.00	175.00	125.00	210.00	90.00	210.00	145.00	145.00	120.00	85.00	116.00	[illegible]	110.00						
Proj Area >																																		
				4,573	12	14	43	230	168	158	21	864	42	234	409	28	98	1,176	112	14	18	97	92	14	3	28	168	284	630,272	42,079	888	200	6,561	680,000
Task 1. Project Management, Coordination, and Meetings				113	8	-	33	52	-	-	-	-	-	28	-	-	-	-	-	-	-	-	-	-	-	-	-	-	22,140	-	-	-	-	22,140
1.1 Project Schedule				4			4																						880					880
1.2 Project Coordination				49	6		9	32																					9,460					9,460
1.3 Meetings (Kick-off, Monthly, Regional Board, and Stakeholders)				60			10	20						28															11,800					11,800
Task 2. Geotechnical Evaluation				444	-	-	-	11	-	-	-	-	-	9	4	-	-	-	-	-	18	97	92	14	3	28	168	-	57,712	24,066	888	200	6,236	89,102
2.1 Geotechnical Investigation (Barnes, Downtown, Cortez, La Puente)				234	-	-	-	4	-	-	-	-	-	2	4	-	-	-	-	-	18	97	92	14	1	-	-	-	35,130	24,066	888	200	2,636	62,920
Geotechnical Field Work				107				[illegible]													4	24	[illegible]						[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Soils Laboratory Testing				-																										[illegible]				[illegible]
Geotechnical and Preliminary Infiltration Reporting				117				[illegible]						[illegible]	4						[illegible]	[illegible]	[illegible]	14	[illegible]				[illegible]					[illegible]
Post Report Activities				[illegible]																	[illegible]	11							[illegible]					[illegible]
2.2 Phase I Environmental Site Assessments				210	-	-	-	7	-	-	-	-	-	7	-	-	-	-	-	-	-	-	-	-	-	28	168	-	22,582	-	-	-	3,600	26,182
Barnes Park				[illegible]				1						1												4	[illegible]		[illegible]				[illegible]	[illegible]
Kaiser Russell Park				[illegible]				1						1												4	[illegible]		[illegible]				[illegible]	[illegible]
Downtown Properties				[illegible]				1						1												4	[illegible]		[illegible]				[illegible]	[illegible]
San Angelo Park and Vacant Lot				[illegible]				1						1												4	[illegible]		[illegible]				[illegible]	[illegible]
Cortez Park				[illegible]				1						1												4	[illegible]		[illegible]				[illegible]	[illegible]
Allen J Martin				[illegible]				1						1												4	[illegible]		[illegible]				[illegible]	[illegible]
La Puente Park				[illegible]				1						1												4	[illegible]		[illegible]				[illegible]	[illegible]
Task 3. Develop Stormwater Capture Capacity and Conduct Water Quality Analyses				712	4	-	10	60	168	56	-	390	-	34	18	-	-	-	-	-	-	-	-	-	-	-	-	-	90,540	-	-	-	-	90,540
3.1 Site Investigations and Research				76			4	24				24		24															12,160					12,160
3.2 Water Quality Design Hydrology (Barnes, Downtown, Cortez, La Puente)				244			2	8	112			112		4	6														33,340					33,340
3.3 Hydraulic Analysis				196	2		2	14	56			112		4	6														24,020					24,020
3.3 BMP Optimization				196	2		2	14		56		112		4	6														24,020					24,020
Task 4. Water Conservation Analysis				114	-	-	2	8	-	42	-	56	-	2	4	-	-	-	-	-	-	-	-	-	-	-	-	-	14,270	-	-	-	-	14,270
4.1 Groundwater Recharge Potential Analysis				114			2	8		42		56		2	4														14,270					14,270
Task 5. Utility Investigation				78	-	-	-	2	-	-	-	-	-	2	6	-	-	70	-	-	-	-	-	-	-	-	-	-	10,050	-	-	-	-	10,050
5.1 Utility Search				37				1						2	4			10											4,875					4,875
5.2 Incorporate into CAD Design				41				1										40											5,175					5,175
Task 6. Topographic Survey				238	-	-	-	-	-	-	-	-	-	14	14	28	-	56	112	14	-	-	-	-	-	-	-	-	40,250	18,013	-	-	-	58,263
6.1 Topographic Survey				147	-	-	-	-	-	-	-	-	-	7	-	14	-	-	112	14	-	-	-	-	-	-	-	-	28,035	16,910	-	-	-	44,945
Barnes Park				[illegible]										1		[illegible]			[illegible]	[illegible]									[illegible]	[illegible]				[illegible]
Kaiser Russell Park				[illegible]										1		[illegible]			[illegible]	[illegible]									[illegible]	[illegible]				[illegible]
Downtown Properties				[illegible]										1		[illegible]			[illegible]	[illegible]									[illegible]	[illegible]				[illegible]
San Angelo Park and Vacant Lot				[illegible]										1		[illegible]			[illegible]	[illegible]									[illegible]	[illegible]				[illegible]
Cortez Park				[illegible]										1		[illegible]			[illegible]	[illegible]									[illegible]	[illegible]				[illegible]
Allen J Martin				[illegible]										1		[illegible]			[illegible]	[illegible]									[illegible]	[illegible]				[illegible]
La Puente Park				[illegible]										1		[illegible]			[illegible]	[illegible]									[illegible]	[illegible]				[illegible]
6.2 AutoCAD Base Map				91	-	-	-	-	-	-	-	-	-	7	14	14	-	56	-	-	-	-	-	-	-	-	-	-	12,215	1,105	-	-	-	13,318
Barnes Park				[illegible]										1	[illegible]	[illegible]		[illegible]											[illegible]	[illegible]				[illegible]
Kaiser Russell Park				[illegible]										1	[illegible]	[illegible]		[illegible]											[illegible]	[illegible]				[illegible]
Downtown Properties				[illegible]										1	[illegible]	[illegible]		[illegible]											[illegible]	[illegible]				[illegible]
San Angelo Park and Vacant Lot				11										1	[illegible]	[illegible]		[illegible]											[illegible]	[illegible]				[illegible]
Cortez Park				11										1	[illegible]	[illegible]		[illegible]											[illegible]	[illegible]				[illegible]
Allen J Martin				11										1	[illegible]	[illegible]		[illegible]											[illegible]	[illegible]				[illegible]
La Puente Park				[illegible]										1	[illegible]	[illegible]		[illegible]											[illegible]	[illegible]				[illegible]
Task 7. Environmental Evaluation/Documentation				289	-	-	-	3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	284	37,708	-	-	-	-	37,708
7.1 Environmental Evaluation Report				61				1																				60	7,975					7,975
7.2 IS Checklist				228	-	-	-	4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	224	29,733	-	-	-	-	29,733
Barnes Park				[illegible]				1																				[illegible]	[illegible]					[illegible]
Kaiser Russell Park				[illegible]				1																				[illegible]	[illegible]					[illegible]
Downtown Properties				[illegible]				1																				[illegible]	[illegible]					[illegible]
San Angelo Park and Vacant Lot				[illegible]				1																				[illegible]	[illegible]					[illegible]
Cortez Park				[illegible]				1																				[illegible]	[illegible]					[illegible]
Allen J Martin				[illegible]				1																				[illegible]	[illegible]					[illegible]
La Puente Park				[illegible]				1																				[illegible]	[illegible]					[illegible]
Task 8. Regulatory Requirements and Permits				109	-	-	-	5	-	-	-	104	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	11,188	-	-	-	-	11,188
8.1 Regulatory Requirements Report				41				1				40																	4,175					4,175
8.2 Draft Permit Applications				68	-	-	-	4	-	-	-	64	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7,013	-	-	-	-	7,013
Barnes Park (CA FWS, LACFCD)				[illegible]				1				[illegible]																	[illegible]					[illegible]
Kaiser Russell Park (CDFW, CA FWS, RWQCB, LACFCD)				[illegible]				1				[illegible]																	[illegible]					[illegible]
Downtown Properties (CA FWS, LACFCD)				[illegible]				1				[illegible]																	[illegible]					[illegible]
San Angelo Park and Vacant Lot (CA FWS, LACFCD)				[illegible]				1				[illegible]																	[illegible]					[illegible]
Cortez Park (CA FWS, LACFCD)				[illegible]				1				[illegible]																	[illegible]					[illegible]
Allen J Martin (CA FWS, LACFCD)				[illegible]				1				[illegible]																	[illegible]					[illegible]
La Puente Park (CA FWS, LACFCD)				[illegible]				1				[illegible]																	[illegible]					[illegible]
Task 9. Landscaping and Park Improvements and Artistic Rendering				278	-	-	2	8	-	-	-	-	56	14	42	-	98	56	-	-	-	-	-	-	-	-	-	-	51,400	-	-	-	-	51,400
9.1 Landscape Design Coordination				45			1	1					21	7	14														10,195					10,195
9.2 Landscape Improvements and LID Recommendations				51				2					14	7	28														9,835					9,835
9.3 Landscape and Park Improvements Concept				80			1	2					21					56											11,870					11,870
9.4 Artistic Renderings				105				1									98												17,500					17,500
Task 10. Operation and Maintenance				64	-	-	-	8	-	-	-	40	-	16	-	-	-	-	-	-	-	-	-	-	-	-	-	-	8,520	-	-	-	-	8,520
10.1 Draft O&M Template				64				8				40		16															8,520					8,520

Price Proposal

Revision Date: Jul 21, 2017

Multi-Benefit Stormwater Capture Projects for the Upper San Gabriel River Enhanced Watershed Management Program

Develop Preliminary Design Reports (30%) for Multi-benefit Stormwater Capture Projects for the Upper San Gabriel River EWMP

Submitted to: City of Industry (Attn: Kristen Weger, Administrative Analyst)

Contract Type: T&M

Labor Plan — 26 Resource

Project Phases / Tasks	Schedule From	Schedule Thru	Schedule Months	Total Labor Hrs	Sr. Water Resources Engineer (Project Manager, Ed.)	Water Resources Engineer (Project Engineer, Ed.)	Water Resources Engineer (Project Engineer, Ed.)	Water Resources Engineer (Project Engineer, Ed.)	Water Resources Engineer (Project Engineer, Ed.)	Water Resources Engineer (Project Engineer, Ed.)	Water Resources Engineer (Project Engineer, Ed.)	Water Resources Engineer (Project Engineer, Ed.)	Water Resources Engineer (Project Engineer, Ed.)	Water Resources Engineer (Project Engineer, Ed.)	Water Resources Engineer (Project Engineer, Ed.)	Water Resources Engineer (Project Engineer, Ed.)	Water Resources Engineer (Project Engineer, Ed.)	Water Resources Engineer (Project Engineer, Ed.)	Water Resources Engineer (Project Engineer, Ed.)	Water Resources Engineer (Project Engineer, Ed.)	Water Resources Engineer (Project Engineer, Ed.)	Water Resources Engineer (Project Engineer, Ed.)	Water Resources Engineer (Project Engineer, Ed.)	Water Resources Engineer (Project Engineer, Ed.)	Water Resources Engineer (Project Engineer, Ed.)	Water Resources Engineer (Project Engineer, Ed.)	Water Resources Engineer (Project Engineer, Ed.)	Water Resources Engineer (Project Engineer, Ed.)	Water Resources Engineer (Project Engineer, Ed.)	Water Resources Engineer (Project Engineer, Ed.)	Water Resources Engineer (Project Engineer, Ed.)	Water Resources Engineer (Project Engineer, Ed.)	Water Resources Engineer (Project Engineer, Ed.)	Water Resources Engineer (Project Engineer, Ed.)	Water Resources Engineer (Project Engineer, Ed.)	Water Resources Engineer (Project Engineer, Ed.)	Water Resources Engineer (Project Engineer, Ed.)	Labor	Subs.	Travel	Mat'ls & Equip	ODCs	Task Pricing Totals
			Bill Rate >		225.00	225.00	225.00	175.00	140.00	140.00	230.00	180.00	180.00	195.00	140.00	115.00	175.00	225.00	210.00	90.00	250.00	145.00	145.00	120.00	85.00	125.00	90.00	130.00												
			Proj Area >																																					
					12	14	65	230	160	150	21	864	62	210	609	28	90	1,176	152	14	18	97	92	14	1	28	168	244	630,272	42,079	888	200	6,561	680,000
Task 11. Monitoring Plan				82	-	-	-	8	-	-	28	36	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10,830	-	-	-	-	10,830
11.2 Monitoring Plan Review				21				2			7	12																	2,850					2,850
11.3 Monitoring Strategy Development				23				2			7	14																	3,330					3,330
11.4 Monitoring Plans				37				2			7	28																	4,530					4,530
Task 12. Preliminary 30% Design Cost Estimate				78	-	-	4	4	-	-	-	8	-	14	48	-	-	-	-	-	-	-	-	-	-	-	-	-	11,890	-	-	-	-	11,890
12.1 Preliminary Cost Estimate				78			4	4				8		14	48														11,890					11,890
Task 13. Preliminary Project Schedule				34	-	-	2	22	-	-	-	60	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6,340	-	-	-	-	6,340
13.1 Project Implementation Schedule				34			2	22				60																	6,340					6,340
Task 14. FINAL DELIVERABLE: Preliminary Design Report				1,022	-	14	12	30	-	60	-	200	8	111	473	-	-	906	-	-	-	-	-	-	-	-	-	-	237,273	-	-	-	325	237,598
14.1 Draft Preliminary Design Report				236			8	24		40		140	6																26,760				125	26,885
14.2 Final Preliminary Design Report				56			4	12		20		60	2																12,340				200	12,540
14.3 Draft 30% Design Plans				1,292	-	7	-	7	-	-	-	-	-	78	390	-	-	810	-	-	-	-	-	-	-	-	-	-	173,310	-	-	-	-	173,310
Barnes Park (9 Sheets)				342		1		1						14	54			180											33,840					33,840
Kellogg Hill Park (5 Sheets)				192		1		1						10	30			100											21,840					21,840
Directional Properties (12 Sheets)				288		1		1						12	45			180											39,540					39,540
San Jose Park and Vacant Lot (12 Sheets)				342		1		1						12	45			180											39,540					39,540
Cortez Park (6 Sheets)				192		1		1						10	30			120											26,340					26,340
John J Martin (7 sheets)				192		1		1						10	30			120											26,340					26,340
La Puente Park (11 Sheets)				288		1		1						12	45			180											39,540					39,540
14.4 Final 30% Design Plans				316	-	7	-	7	-	-	-	-	-	22	81	-	-	216	-	-	-	-	-	-	-	-	-	-	44,205	-	-	-	-	44,205
Barnes Park (9 Sheets)				90		1		1						4	15			48											10,290					10,290
Kellogg Hill Park (5 Sheets)				50		1		1						4	12			32											7,290					7,290
Directional Properties (12 Sheets)				72		1		1						6	16			48											10,290					10,290
San Angelo Park and Vacant Lot (12 Sheets)				90		1		1						4	15			60											10,290					10,290
Cortez Park (6 Sheets)				46		1		1						4	11			32											7,290					7,290
John J Martin (7 sheets)				46		1		1						4	11			32											7,290					7,290
La Puente Park (11 Sheets)				46		1		1						2	11			24											7,290					7,290
Totals				4,573	12	14	65	230	160	150	21	864	62	210	609	28	90	1,176	152	14	18	97	92	14	1	28	168	244	630,272	42,079	888	200	6,561	680,000

Task Pricing Totals	680,000
Total Price	680,000

Pricing by Resource

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Cities, their 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 Cities 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 Cities before the Cities' 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 Cities, their elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Cities, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

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

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

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 Cities and their officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

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

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

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

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

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

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

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

CITY COUNCIL

ITEM NO. 6.1

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager TH

STAFF: Sam Pedroza, Public Affairs Manager SP

DATE: July 23, 2020

SUBJECT: Consideration of Resolution No. CC 2020-23 approving a donation to East San Gabriel Valley Coalition for the Homeless in the amount of $25,000.00 for its homeless programs

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Background:

The East San Gabriel Valley Coalition for the Homeless ("ESGVCH") is a non-profit 501 (c)(3) charitable organization that works to directly aid families and individuals experiencing homelessness in the San Gabriel Valley. They have been serving the community since 1994 by hosting four vital programs that aid the homeless families, Emergency Assistance Center, Bridge Housing Program, Winter Shelter Program, and the Encore Program.

Discussion:

Last year, the City donated $25,000 which provided valuable services to families in the community and provided services to the Hacienda-La Puente Unified School District to assist families in need. ESGVCH contacted the City for another donation to continue to assist the community and the families in need. The donation of $25,000 will allow ESGVCH in its efforts to help homeless families find permanent housing and become self-supporting.

Fiscal Impact:

In the Fiscal Year 2020/2021 budget, $350,000 was approved for Community Promotions and Economic Development. No appropriations are required at this time (Account No. 100-621-5601).

Recommendation:

1) Staff recommends that the City Council adopt Resolution No. CC 2020-23 approving a donation of $25,000 to East San Gabriel Valley Coalition for the Homeless.

Exhibit:

A. Resolution No. CC 2020-23

TH/SP:yp

EXHIBIT A

Resolution No. CC 2020-23

[Attached]

RESOLUTION NO. CC 2020-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA APPROVING A DONATION TO EAST SAN GABRIEL VALLEY COALITION FOR THE HOMELESS IN THE AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS ($25,000.00) FOR ITS HOMELESS PROGRAMS

RECITALS

WHEREAS, the East San Gabriel Valley Coalition for the Homeless ("ESGVCH") is a California non-profit 501 (c)(3) charitable organization that works to directly aid families and individuals experiencing homelessness in the San Gabriel Valley; and

WHEREAS, ESGVCH hosts four vital programs that aid the homeless families, Emergency Assistance Center, Bridge Housing Program, Winter Shelter Program, and the Encore Program; and

WHEREAS, the City's donation serves a public purpose in that ESGVCH has been at the forefront of helping to fight homelessness in the San Gabriel Valley with a mission to bring hope and restore dignity to individuals and families who are homeless or are about to become homeless. The City's donation will allow ESGVCH to provide valuable services to families in the area and will be also be able to help provide services to the La Puente Unified School District to assist families in need that have children enrolled in schools in the district; and

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

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

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

SECTION 2: The City's donation serves a public purpose in that ESGVCH has been at the forefront of helping to fight homelessness in the San Gabriel Valley with a mission to bring hope and restore dignity to individuals and families who are homeless or are about to become homeless. The City's donation will allow ESGVCH to provide valuable services to families in the area and will be also be able to help provide services to the Hacienda La Puente Unified School District to assist families in need that have children enrolled in schools in the district.

SECTION 3: The City Council approves a donation to East San Gabriel Valley Coalition for the Homeless in the amount of Twenty-Five Thousand Dollars ($25,000.00).

SECTION 4: The City Manager is hereby authorized and directed to take such other and further action consistent with this Resolution, in order to implement this Resolution on behalf of the City.

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

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on July 23, 2020, by the following vote:

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

_____
Cory C. Moss, Mayor

ATTEST:

_____
Julie Gutierrez-Robles, City Clerk

CITY COUNCIL

ITEM NO. 6.2

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager TH

STAFF: Joshua Nelson, Director of Public Works/City Engineer JN
Tim Bowser, GIS Manager, CNC Engineering TB

DATE: July 23, 2020

SUBJECT: Consideration of a Professional Services Agreement with Pathway Accessibility Solutions, Inc. DBA pathVu to provide data collection and analysis of all sidewalks, crosswalks and curb ramps in an amount not to exceed $50,000.00 through July 23, 2021 (MP 20-05)

Background:

In 2017, data was collected on all the sidewalks and curb ramps throughout the City. An additional survey is necessary to update the City's existing data to ensure that all of the sidewalks and ramps are walkable, safe, within compliance, and to identify areas of improvement.

Discussion:

Pathway Accessibility Solutions, Inc. ("pathVu") will provide professional services in the capacity of data collection and analysis of sidewalks, crosswalks, and curb ramps within the City limits. pathVu offers sidewalk surface condition analysis services and sidewalk condition assessment data. The data and analysis provided by pathVu will be collected along sidewalks and crosswalks using manually propelled devices to measure width, distance, slope, and roughness. A mobile device will be used to collect curb ramp data providing necessary dimensions of each curb ramp. The collected data will be delivered to the City in a format compatible with the City's Geographic Information System (GIS). pathVu will also provide high resolution images of the collected sidewalks, crosswalks, and curb ramps. These images will be hosted on pathVu's server for 90 days after the completion of the data collection and available to the City via a web URL. After 90 days, pathVu offers continued hosting of the images for a fee of $44.50 per month.

Staff recommends approving the Agreement with pathVu to perform data collection and analysis of sidewalks, crosswalks, and curb ramps within the City in an amount not to exceed $50,000.

Fiscal Impact:

The fiscal impact is $50,000.00 and is budgeted for in FY 2020-21 budget (Account No. 100-623-5120.01) (MP 20-05).

Recommendation:

Staff recommends the City Council approve the Professional Services Agreement with Pathway Accessibility Solutions, Inc. DBA pathVu in an amount of $50,000.00 through July 23, 2021 in a form approved by the City Attorney.

Exhibit:

A. Professional Services Agreement with Pathway Accessibility Solutions, Inc. DBA pathVu (pathVu). dated July 23, 2020

TH/JN/TB:as

EXHIBIT A

Professional Services Agreement with Pathway Accessibility Solutions, Inc. DBA pathVu. dated July 23, 2020

[Attached]

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of July 23, 2020 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Pathway Accessibility Solutions, Inc. DBA pathVu, a Delaware Corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

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

2. SERVICES

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

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

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing support services for geographic information systems software, 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 Manager shall represent the City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but shall have no authority to modify the Services or the compensation due to Consultant.

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Fifty Thousand Dollars ($50,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

5. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

6. OWNERSHIP OF DOCUMENTS

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

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

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

7. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

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

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

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

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

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

10. LEGAL RESPONSIBILITIES

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

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

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

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

14. NOTICES

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

To City:	City of Industry 15625 E. Stafford, Suite 100 City of Industry, CA 91744 Attention: City Manager
With a Copy To:	Casso & Sparks, LLP 13300 Crossroads Parkway North, Suite 410 City of Industry, CA 91746 Attention: James M. Casso, City Attorney

To Consultant: Pathway Accessibility Solutions Inc.
DBA pathVu
1401 Forbes Ave, Suite 303
Pittsburgh, PA 15219
Attention: Eric Sinagra, CEO

15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

17. ENTIRE AGREEMENT

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

entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

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

"CITY"
City of Industry

By: _____
Troy Helling, City Manager

"CONSULTANT"
Pathway Accessibility Solutions, Inc.
DBA pathVu

By: _____
Eric Sinagra, CEO

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

Approved as to form:

By: _____
James M. Casso, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide the following services:

Data collection and analysis services along all sidewalks curb ramps located in the City.

Consultant shall deliver shapefiles containing all sidewalk and curb ramp data, including:

- Sidewalk data shown as connected line segments, including:
  - Maximum Tripping Hazard greater than 0.25 inches
  - Wheelchair Pathway Roughness Index (WPRI Roughness)
  - Running Slope
  - Cross Slope
  - Depressions (Potholes)
  - Number of tripping hazards above 0.25 inches
  - Length of data collection run
  - Website URL to associated image
  - Flagged data
  - Segment Route Accessibility Index (RAI) - Overall Condition
  - Run RAI

- Curb ramp data shown as points with the following attributes, at a minimum, including:
  - Location (latitude/longitude)
  - Length
  - Width
  - Running slope
  - Cross slope
  - Landing length
  - Landing width
  - Landing running slope
  - Landing cross slope
  - Detectable warning presence
  - Elevation changes/Tripping Hazards
  - High resolution photograph

- Image hosting (images collected during this project will be hosted by Consultant's server for 90 days after data collection. After these 90 days, Consultant will deliver the images via mail on a portable external hard drive or Consultant will continue to host those images for a fee).

EXHIBIT B

RATE SCHEDULE

Resource	Unit Rate
Sidewalk Data Collection and Analysis	$300/mile
Curb Ramp Data Collection and Analysis	$25/ramp
**Image Hosting Fee	$44.50/month

**Images collected during this project will be hosted by Consultant's server for 90 days after data collection. After these 90 days, Consultant will deliver the images via mail on a portable external hard drive or Consultant will continue to host those images for a fee.

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY COUNCIL

ITEM NO. 6.3

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager TH

STAFF: Joshua Nelson, Director of Public Works/City Engineer JN

SUBJECT: Consideration of a Purchase and Sale Agreement with the County of Los Angeles for right of way for the Grand Avenue and Golden Springs Drive Intersection Improvement Project (MP 99-31 #22)

Background:

As part of the Grand Avenue and Golden Springs Widening Project ("Project"), a portion of the Diamond Bar Golf Course is affected by the widening. The work that is required on the golf course includes the relocation of Hole #3 and installation of a new irrigation system. In order to complete this portion of the work, the City must acquire right-of-way, temporary construction access rights, permanent easements, temporary construction license and a right of entry license. The temporary construction license and right of entry license allow the contractor to enter the area and perform the construction work, which was obtained by the Successor Agency. A permanent footing easement will be provided for the retaining wall construction as part of the improvements and a permanent access easement provided for future maintenance purposes. The grant from Metro for the project is $6,728,000 for construction.

On April 23, 2020, the City Council approved the Access Permit and License Agreement ("License") with the County of Los Angeles ("County"). They are the owner of the golf course and this was needed in order to acquire the access, easements and entry rights. Staff and the County have worked closely to ensure that the construction on the golf course will result in minimal impact to the golf operation. The License will be valid for one year or when the Project is completed, whichever occurs first.

Discussion:

The Purchase and Sale Agreement ("Agreement") with the County of Los Angeles is for approximately 32,735 sq. ft of right of way dedication, 129,233 sq. ft. of slope area, 3,048 sq. ft. of footing easement and 13,183 sq. ft. of access easement. The total purchase for all of the permanent right of way acquisitions is $708,510.00. This cost includes $51,316 for the right of way dedications, $601,878 for the slope areas, $1,524 for the footing easement and $53,792 for the access easement. The quitclaim deed for

the street right of way and slope areas includes a reservation in favor of the County for the golf cart tunnel being constructed as part of this project.

Fiscal Impact:

The fiscal impact associated with this Agreement is $708,510.00, to be paid from the General Fund-Capital Expenditures-Real Estate Purchases (Account No. 100-900-9030).

Recommendation:

It is recommended that the City Council approve the Purchase and Sale Agreement with the County of Los Angeles in a form approved by the City Attorney.

Exhibit:

A. Purchase and Sale Agreement

TH/JN:as

EXHIBIT A

Purchase and Sale Agreement

[Attached]

PURCHASE AND SALE AGREEMENT

BETWEEN THE CITY OF INDUSTRY AND THE COUNTY OF LOS ANGELES

This Purchase and Sale Agreement ("Agreement") is made and entered into this ____ day of _____2020, ("Effective Date") by and between the City of Industry ("Buyer" or "Industry"), a municipal corporation, and the County of Los Angeles ("Seller" or "County") a body corporate and politic, pursuant to Government Code Section 25365, which authorizes to convey real property between the County and public agencies when the property is not required for County use. Each of Seller and Buyer are occasionally referred to herein as a "Party" and collectively as the "Parties". This Agreement is made with reference to the following facts:

RECITALS

A. Seller is the owner of certain real property containing 169.19 acres of land and improvements which is located at 22751 Golden Springs Drive, Diamond Bar, CA 91765 and identified as County Assessor's Parcel Numbers 8717-002-905; 8717-002-906; 8717-001-907 and 8717-001-908 more commonly known as the Diamond Bar Golf Course ("Golf Course");

B. The American Golf Corporation ("Operator") operates the Golf Course. The existing Lease/Operating Agreement between Operator and County of Los Angeles Department of Parks and Recreation ("Parks") expired and currently the Operator is operating the Golf Course on a month to month basis;

C. Buyer desires to widen Grand Avenue and Golden Springs Drive located adjacent to a portion of the Golf Course ("Project"). The street widening project will include adding one northbound lane and two southbound lanes on Grand Avenue and one right-turn lane at Golden Springs Drive and building a retaining wall;

D. The real property that is the subject of this Agreement and to be conveyed consists of 32,735 sq. ft. (approximately 0.74 acres) right of way dedication, 129,233 sq. ft. (approximately 2.96 acres) slope area, 3,048 sq. ft. (approximately 0.05 acres) footing easement, and 13,183 sq. ft. (approximately 0.30 acres) access easement depicted in Exhibit A, attached hereto and incorporated herein by reference ("Property"):

Buyer's Initials (_____) (_____) Seller's Initials (_____) (_____)

E. Buyer desires to acquire portions of the Golf Course for the aforementioned street widening purposes, and the Seller is willing to quitclaim its interest subject to the terms and conditions contained in this Agreement and the Right of Way Quitclaim Deed ("ROW Deed") attached as Exhibit B, and Slope Area Quitclaim Deed ("Slope Deed") attached as Exhibit C.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby deemed a contractual part hereof, and the promises, conditions, and mutual covenants set forth herein, the Parties hereto agree as follows:

1. **Recitals**. All of the Recitals set forth above are true and accurate and are incorporated herein by reference.

   1.1 **Right of Way Dedication**: 32,735 sq. ft. of the Golf Course are to be used for public road right-of-way dedication, collectively referred to as the "Right of Way". The Right of Way Dedication is legally described in Exhibit B-1 and depicted in Exhibit B-2, both part of ROW Deed, attached and incorporated herein. Buyer has agreed to pay the Seller's Right of Way appraised values, as provided in Exhibit F, attached and incorporated herein;

   1.2 **Slope Area**: 129,233 sq. ft. roadway supporting the slope of East and West bound Grand Avenue and the North side of the Golden Springs Drive, collectively referred to as the "Slope". The Slope is legally described in Exhibit C-1 and depicted in Exhibit C-2, both part of the Slope Deed, attached and incorporated herein. Buyer has agreed to pay the Seller's Slope appraised values, as provided in Exhibit F;

   1.3 **Footing Easement**: Buyer desires to acquire a 3,048 sq. ft. permanent non-exclusive assignable footing easement ("Footing Easement") for retaining wall at the northeast corner of Grand Avenue and Golden Springs, attached as Exhibit D and incorporated herein. The Footing Easement is legally described in Exhibit D-1 and depicted in Exhibit D-2, both part of Footing Easement, attached and incorporated herein. Buyer has agreed to pay the Seller's Footing Easement appraised values, as provided in Exhibit F,

   1.4 **Access Easement**: Buyer desires to acquire a 13,183 sq. ft. permanent non-exclusive assignable access easement ("Access Easement") for maintenance purposes only, attached as Exhibit E and in-

corporated herein. The Access Easement is legally described in Exhibit E-1 and depicted in Exhibit E-2, both part of Access Easement, attached and incorporated herein. Buyer has agreed to pay the Seller's Access Easement appraised values, as provided in Exhibit F.

2. **Use.** Buyer will acquire Seller's Property as described in the above-referenced exhibits upon close of escrow ("Closing"). Buyer intends to develop, operate and maintain the Property for road and road support and stability purposes.

3. **Purchase Price:**

The total purchase for all the permanent right acquisitions will be $708,510.00 consisting of the following:

3.1 The total purchase price for Right of Way Dedications is FIFTY-ONE THOUSAND THREE HUNDRED SIXTEEN and NO/100 Dollars ($51,316,) to be paid by Buyer to Seller.

3.2 The total purchase price for Slope Areas is SIX HUNDRED ONE THOUSAND EIGHT HUNDRED SEVENTY-EIGHT and NO/100 Dollars ($601,878) to be paid by Buyer to Seller.

3.3 The purchase price for Footing Easement is ONE THOUSAND FIVE HUNDRED TWENTY-FOUR and NO/100 Dollars ($1,524) to be paid by Buyer to Seller.

3.4 The purchase price for Access Easement is FIFTY-THREE THOUSAND SEVEN HUNDRED NINETY-TWO and NO/100 Dollars ($53,792) to be paid by Buyer to Seller.

The payments of the Purchase Price as described above along with any other payments by Buyer required by this Agreement shall be referred to as "Buyer's Payments".

4. **Condition of the Property**. a) Buyer shall be entitled to access the Property to conduct property inspections at all times prior to and during Escrow. Seller shall take all steps necessary to ensure that Buyer and its representatives shall have the right of entry to the Property at all times during the period of Escrow for the purpose of conducting such inspections; b) Buyer acknowledges that Buyer is purchasing the Property "AS-IS", solely in reliance on Buyer's own investigation, and that no representation or warranty of any kind whatsoever, express or implied, has been made by Seller or Seller's agents. In the event that Buyer does not approve of the condition of the Property as a result of its investigation, Buyer shall give written notice

Buyer's Initials (_____) (_____) Seller's Initials (_____) (_____)

to Seller prior to Closing, and this Agreement shall terminate, and all amounts deposited into Escrow by Buyer shall be returned to Buyer. Seller will not be liable for any claims arising after the Closing by third parties or their agents or assignees. Any information given or disclosure made to Buyer by Seller or Seller's agents concerning the Property shall not constitute a representation or warranty made by Seller. Buyer has been given the full opportunity to inspect the Property prior to execution of this Agreement. Buyer shall assume the cost and expense for the removal of all contaminated materials, toxic or hazardous substances, and asbestos, if any, on the Property; c) Buyer also acknowledges that it is aware of all zoning regulations, other governmental requirements, site and physical conditions, and all other matters affecting the use and condition of the Property and Buyer agrees to purchase the Property in said condition; d) Buyer waives any and all claims caused by any soil contaminants known by Buyer to exist at, in, or on the Property at the time of purchase, and agrees to indemnify, defend, save and hold harmless Seller and its Special Districts, elected and appointed officers, employees, and agents, from and against any and all liability, expense (including defense costs and legal fees), and claims for damages caused by or related to any soil contaminants known by Buyer or Seller to exist at, in, or on the Property at the time of purchase.

5. **Grants.** Buyer acknowledges that the Seller may not be aware of all grants that are applicable to the Property, and it is Buyer's obligation to conduct its own due diligence with respect to applicable grants that may burden the Property. Buyer acknowledges that the Property may be subject to any known or unknown grant conditions. Specifically, Buyer agrees to be subject to the Los Angeles County Metropolitan Transportation Authority grant of funds under that certain Funding Agreement No. 920000000F5100 which Buyer currently has for Property, and shall assume all claims, liabilities, obligations, and duties of such grant.

6. **Title.** Buyer understands that the Property is being sold "as is" without any warranty regarding the condition of title to the Property; Buyer accepts all matters of record and understands that Seller will not provide a policy of title insurance and makes no representations or warranties as to condition of title. Seller recommends that Buyer retain, at Buyer's sole cost and expense, a licensed title company to issue a policy of title insurance. Buyer agrees that the condition of title shall not be cause for Buyer's cancellation of this Agreement.

7. **Costs.** All costs and expenses related to this transaction shall be paid or reimbursed by Buyer, including, but not limited to, the cost of a title insurance policy, appraisal report and review fees, preparation of legal description of the Property (if any) and review fees, and all documentary transfer taxes, escrow fees, recording and any other miscellaneous customary charges and fees.

Buyer's Initials (_____) (_____) Seller's Initials (_____) (_____)

8. **Conveyance and Closing Date.**

8.1 **Opening of Escrow.** Unless already opened by Buyer, within three (3) days of the Seller's approval, execution and delivery of this Agreement, Buyer shall deliver a copy of this fully executed Agreement to and the open escrow (the "Escrow") with Buyer's Choice of Title Company ("Escrow Holder"), for the purpose of consummating the transaction involving the conveyance of the Seller's Property to Buyer.

8.2 **Basic Escrow Instruction.** The copy of this Agreement deposited with the Escrow Holder shall constitutes the basic escrow instructions relating to the conveyance of the Seller's Property to Buyer.

8.3 **Execution of Additional Escrow Documents.** The Parties shall execute and deliver to Escrow Holder, within five (5) business days after receipt, such additional escrow instructions prepared by the Escrow Holder as may be required to consummate the transactions contemplated by this Agreement. Any such instructions shall not conflict with, amend, or supersede any provisions of this Agreement. If there is any inconsistency between such instructions and this Agreement, this Agreement shall control, unless the Parties expressly agree in writing otherwise.

8.4 **Deeds.** At least one (1) business day before the Closing, Seller shall deposit into Escrow ROW and Slope Deeds, in substantially the form attached hereto as Exhibit B and C, duly executed, authorized, and acknowledged by Seller.

8.5 **Easements**. At least one (1) business day before the closing, Seller shall deposit into Escrow Footing and Access Easements, in substantially the form attached hereto as Exhibit D and E, duly executed, authorized, and acknowledged by Seller.

8.6 **Certificate of Acceptance.** At least one (1) business day before the Closing, Buyer shall deposit Certificate of Acceptance for the ROW and Slope Deed, Footing and Access Easements from the Buyer, duly executed, authorized and acknowledged.

8.7 **General Plan Conformity.** The County property is exempt surplus land as defined in Government Code section 54221(f)(1)(D) in that it is surplus land that a local agency is transferring to another local, state, or federal agency for the agency's use. On February 25, 2020, the City of Diamond Bar's Planning Commission (City) adopted a resolution and made the finding that the disposition and acquisition of land between the County and Industry is in conformance with the City's general plan.

Buyer's Initials (_____) (_____) Seller's Initials (_____) (_____)

8.8 **Escrow Holder.** Escrow Holder shall:

(i) Pay and charge Buyer the purchase price more specifically described in Sections 3.1-3.5 herein;

(ii) Pay and charge Buyer the amount of any charges or as determined by the Seller as reimbursement for the Seller's costs related to this transaction, and more specifically described in Section 19 (Reimbursement of Costs to County's Department of Parks and Recreation) herein;

(iii) Pay and charge Buyer for any amounts necessary to place the title to the Property in the condition necessary to effect the conveyance contemplated by this Agreement, Buyer shall be responsible for all title insurance premiums, documentary transfer tax, and all Escrow fees and recording fees;

(iv) Record the Deeds; deliver to Buyer and Seller copies of the Escrow closing statements; and deliver to Buyer and Seller any items or documents given to Escrow Holder to hold for Buyer and/or Seller, when the conditions of Escrow have been fulfilled by Buyer and Seller;

(v) Real estate taxes and assessments (if any), other expenses of each property shall be prorated in accordance with the customary practices of Escrow Agent in Los Angeles County. One (1) business day prior to Closing, any Party whose account is to be debited any such amount shall deposit the required amount into escrow.

9. **Buyer's Conditions to Closing.** Buyer's obligation to consummate the transaction contemplated by this Agreement and Escrow is conditioned upon: (i) Seller's delivery of the ROW and Slope Deeds to Escrow Holder required by Section 8 and the recordation thereof in the Official Records; (ii) Seller's delivery of the Footing and Access Easements to Escrow Holder required by Section 8 and the recordation thereof in the Official Records; (iii) Seller's representations, warranties and covenants being true and correct as of the Closing; and (iv) Title Company's irrevocable commitment to issue the Seller's Property Title Policy. Upon non-satisfaction of any one of the above conditions, Buyer shall allow Seller an opportunity to cure by any reasonable method; if the Seller fails to cure, Buyer may, in writing, terminate this Agreement, and thereafter the Parties shall have no further obligations pursuant to this Agreement. If Buyer does not object to Seller's non-satisfaction of said conditions, they shall be deemed satisfied as of the Closing.

10. **Seller's Conditions to Closing.** Seller's obligation to consummate the

transaction contemplated by this Agreement and Escrow is conditioned upon: (i) Buyer's delivery of the Purchase Price to Escrow Holder as required by Section 3 and 8 no later than two business days prior to Closing; (ii) and Buyer's representations, warranties and covenants being true and correct as of the Closing; (iii) Title Company's irrevocable commitment to issue the Seller's Property Title Policy; (iv) Buyer shall pay and reimburse the Seller for all reasonable expenses associated with this transaction including, but not limited to, the cost of a title insurance policy, appraisal report and review fees, preparation of legal description of the Property (if any) and review fees, and all documentary transfer taxes, escrow fees, recording and any other miscellaneous customary charges and fees; and v) Prior to the Closing, Seller shall have obtained any and all authorizations and approvals necessary to sell the Property Upon non-satisfaction of any one of the above conditions, Seller shall allow Buyer a reasonable opportunity to cure by any reasonable method; if Buyer fails to cure Seller may, in writing, terminate this Agreement, and the Parties shall have no further obligations pursuant to this Agreement, and Seller shall be returned all funds deposited into escrow. If Seller does not object to Buyer's non-satisfaction of said conditions, they shall be deemed satisfied as of Closing.

11. **Closing.** For purposes of this Agreement, the "Closing" shall be defined as the recordation of ROW and Slope Deeds, and Footing and Access Easements in the Official Records and the issuance of the respective title policies. The Parties agree to use their best efforts to effect the Closing no later than thirty (30) calendar days following the execution of this Agreement by County. The Parties may agree in writing to extend the Closing beyond that date, if such an extension appears to either Party to be necessary.

12. **Possession/Risk of Loss.** All risk of loss or damage with respect to the Property shall pass from Seller to Buyer upon recordation of the Deeds and Easements.

13. **Brokerage Commission.** Buyer and Seller hereby acknowledge and represent that there are no broker's commission or finder's fees due in connection with the transaction contemplated by this Agreement. Each party shall indemnify and hold the other party harmless from any claim of any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of either party with respect to the transaction contemplated hereunder.

14. **Conflicts.** In the event of a conflict between the provisions of this Agreement and the provisions of any other documents executed or agreement made or purported to be executed or made between the parties prior to the date hereof regarding the subject matter hereof, the provisions contained in

this Agreement shall in all instances govern and prevail.

15. **Assignment.** Buyer shall not assign or attempt to assign this Agreement, or any rights hereunder, to any other person or entity without the Seller's prior written consent. Any such assignment or purported assignment without the Seller's prior written consent shall be null and void, and of no force and effect whatsoever.

16. **Notices.** All notices or other communications required or permitted hereunder shall be in writing, and shall be sent by certified mail, postage prepaid, return receipt requested, or by Express Mail or Federal Express to the parties as follows:

Seller: County of Los Angeles
Department of Parks and Recreation
Attention: Alina Bokde, Deputy Director
1000 South Fremont Avenue
Building A-9 West, 3rd Floor - Unit #40
Alhambra, California 91803

With a copy to:

Office of County Counsel
Room 648 Kenneth Hahn Hall of Administration
Attention: Rory LoAllen
500 West Temple Street
Los Angeles, California 90012

County of Los Angeles
Chief Executive Office
Real Estate Division
Attention: Dean Lehman
320 W. Temple St. 7th Floor
Los Angeles, California 90012

Buyer: City of Industry
Attention: Troy Helling, City Manager
15625 East Stafford Street
City of Industry, CA 91744

With a copy to:

City of Industry
Attention: Joshua Nelson
15625 East Stafford Street, Suite 100
City of Industry, CA 91744

City of Industry
Attention: James M. Casso, Attorney
13300 Crossroads Parkway North, Suite 410
City of Industry, CA 91746

Notices, demands and requests served in the above manner shall be considered sufficiently given or served for all purposes under this Agreement at the time the notice, demand or request is postmarked to the addresses shown above.

17. Representations and Warranties of the Parties. In consideration for entering into this Agreement and as an inducement to the conveyance of property contemplated herein, each of the Parties hereto makes the following representations and warranties, each of which is material and is being relied upon by the other and the truth and accuracy of which shall constitute a condition precedent to each Parties' obligations hereunder. Each of the following representations and warranties shall be deemed to have been remade as of the Closing.

17.1 **Power.** Each Party has the legal power, right, and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

17.2 **Requisite Action**. All requisite action has been taken by each Party in connection with entering into this Agreement and the instruments referenced herein and, by the Closing, all such necessary action will have been taken to authorize the consummation of the transactions contemplated by this Agreement. By the Closing, no additional consent of any person or entity, judicial or administrative body, governmental authority or other party shall be required for each Party to consummate the transactions contemplated by this Agreement.

17.3 **Individual Authority**. The individuals on behalf of each Party executing this Agreement and the instruments referenced herein, have the legal power, right, and actual authority to bind their respective Party to the terms and conditions hereof and thereof.

17.4 **Validity**. This Agreement and all documents required hereby to be

executed by each Party are and shall be valid, legally binding obligations of and enforceable against each Party in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws, or equitable principles affecting or limiting the rights of contracting parties generally.

17.5 **As-Is**. Except as otherwise expressly provided in this Agreement, each Party is acquiring its respective property "AS IS" and "WITH ALL FAULTS" in its present state and condition as of the Closing. Except for the express representations and warranties set forth herein, each Party agrees that the other has not made, does not make, and specifically negates and disclaims any representations or warranties of any kind or character whatsoever, whether express or implied, oral or written, past, present, or future, of, as to, concerning or with respect to the property being conveyed by it hereunder (including, without limitation, any warranty of merchantability, habitability, or fitness for a particular purpose).

17.6 Seller hereby represents and warrants that (i) Seller has not released any Hazardous Substances (as defined below) on the Property, (ii) Seller has no actual knowledge of any release of Hazardous Substances on the Property, and (iii) Seller has not received any notice of any violation of any law, ordinance, rule, regulation or order of any governmental authority pertaining to the Property.

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

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

18. Indemnification.

18.1 **City Indemnification**. City waives any and all claims and agrees to indemnify, defend, save, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents (collectively, "County Indemnified Parties"), from and against any and all liability, expense (including without limitation defense costs and legal fees), and claims for damages of any nature whatsoever

related to the Property arising out of events or conditions first occurring during County's period of ownership of the Property and/or caused by County or its agents.

18.2 **City Environmental Indemnification**. City shall defend, indemnify, and hold the County Indemnified Parties free and harmless from and against any and all liabilities, damages, claims, costs and expenses (including without limitation, investigation and remediation costs, attorneys' fees, legal expenses and consultants' fees) arising in whole or in part from the existence of Hazardous Substances, Hazardous Substance Conditions, or pollutants, as such terms may be defined herein or in any relevant federal, state, or local law or regulation in effect at the Close of Escrow, in, on, under or about the Property and arising out of events or conditions first occurring during County's period of ownership of the Property and/or caused by County or its agents. This provision shall survive the Close of Escrow and is intended to comply with the provisions of 42 U.S.C. section 9607(e).

18.3 **County Indemnification**. County waives any and all claims, and agrees to indemnify, defend, save, and hold harmless City and its Special Districts, elected and appointed officers, employees, and agents (collectively, "City Indemnified Parties"), from and against any and all liability, expense (including without limitation defense costs and legal fees), and claims for damages of any nature whatsoever related to the Property arising out of events or conditions first occurring during County's period of ownership of the Property and/or caused by County or its agents.

18.4 **County Environmental Indemnification**. County shall defend, indemnify, and hold the City Indemnified Parties free and harmless from and against any and all liabilities, damages, claims, costs and expenses (including without limitation, investigation and remediation costs, attorneys' fees, legal expenses and consultants' fees) arising in whole or in part from the existence of Hazardous Substances, Hazardous Substance Conditions, or pollutants, as such terms may be defined herein or in the Comprehensive Environmental Response Compensation and Liability Act or Resource Conservation and Recovery Act in effect at the Close of Escrow, in, on, under or about the Property and arising out of events or conditions first occurring during County's period of ownership of the Property and/or caused by County or its agents. This provision shall survive the Close of Escrow and is intended to comply with the provisions of 42 U.S.C. section 9607(e).

18.5 **Hazardous Substance**. "Hazardous Substance" shall mean any

substance whose nature and/or quantity of existence, use, manufacture, disposal or effect, render it subject to federal, state, or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare.

19. **Reimbursement of Costs to County's Department of Parks and Recreation.** The Parties hereto agree that this Agreement shall be cost neutral to the County. To that end, City shall reimburse the County's Department of Parks and Recreation ("DPR") for all reasonable work performed by DPR pursuant to this Agreement, including, by way of illustration and not limitation, its development of specifications, review of surveys, appraisal and preparation of comments, review of reports, site visits, and consultation with other County departments regarding this Agreement. City shall reimburse DPR for all of its reasonable work related to this Agreement prior to and after the effective date of this Agreement until Closing, within thirty (30) days of DPR's submission of an invoice for the work performed to Escrow. Failure of DPR to submit an invoice shall in no way constitute a waiver of the County's right to reimbursement for work performed pursuant to this Agreement. Notwithstanding the foregoing or anything else to the contrary, the total amount to be reimbursed pursuant to this Section (together with the total amount of any charges reimbursable under this Agreement to the County and/or any other County agency) shall not exceed $50,000 in the aggregate without the prior written consent of City. If County intends to seek reimbursement for amounts in excess of $50,000 but City declines to consent to such increased cost, then County shall have the right to terminate this Agreement, and the Parties shall thereafter have no further obligations pursuant to this Agreement.

20. **Reimbursement for Water Charges.** As part of the reconstruction of Hole # 3, City shall install turf that will need to be irrigated and maintained during the growing season. City shall irrigate the turf and City shall be responsible for reimbursing County for the costs incurred by the County for irrigation of the turf until it is established. City has estimated that said turf establishment shall take 90 days with the costs of irrigation estimated to total $7,000. In the event the County incurs additional costs due to irrigation of Hole # 3, City will reimburse County for additional costs until County has accepted the completed Hole # 3.

21. **Time is of the Essence**. Time is of the essence for each and every term, condition, covenant, obligation and provision of this Agreement.

22. **Remedies**. In the event either Party fails to consummate the transaction contemplated by this Agreement, the Parties shall have all remedies in law or equity, and shall be entitled to enforce this Agreement and to obtain the benefit of the bargain contained herein.

23. **County Lobbyist Ordinance**. Buyer is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this Agreement.

24. **Severability.** In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be severed from the Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of the Agreement, provided the remaining Agreement can be reasonably and equitably enforced.

25. **Binding on Successors**. Subject to the limitations set forth herein, the Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

26. **California Law**. This Agreement shall be construed in accordance with the internal laws of the State of California.

27. **Waivers**. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision.

28. **Captions**. The captions and the section and subsection numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Agreement nor in any way affect this Agreement.

29. **No Presumption Re: Drafter.** The Parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the Parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any part to be the drafter of this Agreement, and therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

30. **Assistance of Counsel**. Each Party hereto either had the assistance of counsel or had counsel available to it, in the negotiation for, and the execution of, this Agreement, and all related documents.

31. **Required Actions of Buyer and Seller**. Buyer and Seller agree to execute all such instruments and documents and to take all action as may be required in order to consummate the purchase and sale herein contemplated.

Buyer's Initials (_____) (_____) Seller's Initials (_____) (_____)

32. **Power and Authority**. The parties hereto have the legal power, right, and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby. The individuals executing this Agreement and the instruments referenced herein on behalf of any legal entity comprising Buyer or Seller, have the legal power, right and actual authority to bind the entity to the terms and conditions of this Agreement and the instruments referenced herein.

33. **Survival of Covenants**. The covenants, agreements, representations and warranties made herein are intended to survive the consummation of the sale of the Property and recordation of the Deeds and Easements.

34. **Interpretation**. Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

35. **Entire Agreement**. This Agreement contains the entire agreement between the parties herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Seller and Buyer.

36. **Force Majeure**. Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by lightning, earthquake, fire, storm, tornado, flood, washout, explosion, strike, lockout, labor disturbance, civil disturbance, riot, war, act of a public enemy, health pandemic, including but not limited to, COVID-19, sabotage or other similar causes beyond the reasonable control of the parties (referred to collectively herein as "Force Majeure Delay(s)") Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

Buyer's Initials (_____) (_____) Seller's Initials (_____) (_____)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

BUYER: CITY OF INDUSTRY
a municipal Corporation

By: _____
Cory Moss
Mayor

ATTEST:

By:_____
Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM:

By:_____
James M. Casso
City Attorney

Buyer's Initials (_____) (_____) Seller's Initials (_____) (_____)

SELLER: COUNTY OF LOS ANGELES
body corporate and politic

By: _____
Norma E. Garcia, Acting Director
Parks and Recreation

ATTEST:

DEAN C. LOGAN
Register-Recorder/County Clerk

By:_____
Roger Hernandez, Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____
Rory LoAllen

Deputy County Counsel

Buyer's Initials (_____) (_____) Seller's Initials (_____) (_____)

EXHIBITS:

Exhibit A:	Index Sheet
Exhibit B:	Right of Way Quitclaim Deed
Exhibit B-1:	Legal Description of Right of Way
Exhibit B-2:	Diagram of Right of Way
Exhibit C:	Slope Area Quitclaim Deed
Exhibit C-1:	Legal Description of Slope Area
Exhibit C-2:	Diagram of Slope Area
Exhibit D:	Footing Easement.
Exhibit D-1:	Legal Description of Footing Easement
Exhibit D-2:	Diagram of Footing Easement
Exhibit E:	Access Easement
Exhibit E-1:	Legal Description of Access Easement
Exhibit E-2:	Diagram of Access Easement.
Exhibit F:	Appraisal

Buyer's Initials (_____) (_____) Seller's Initials (_____) (_____)

EXHIBIT A

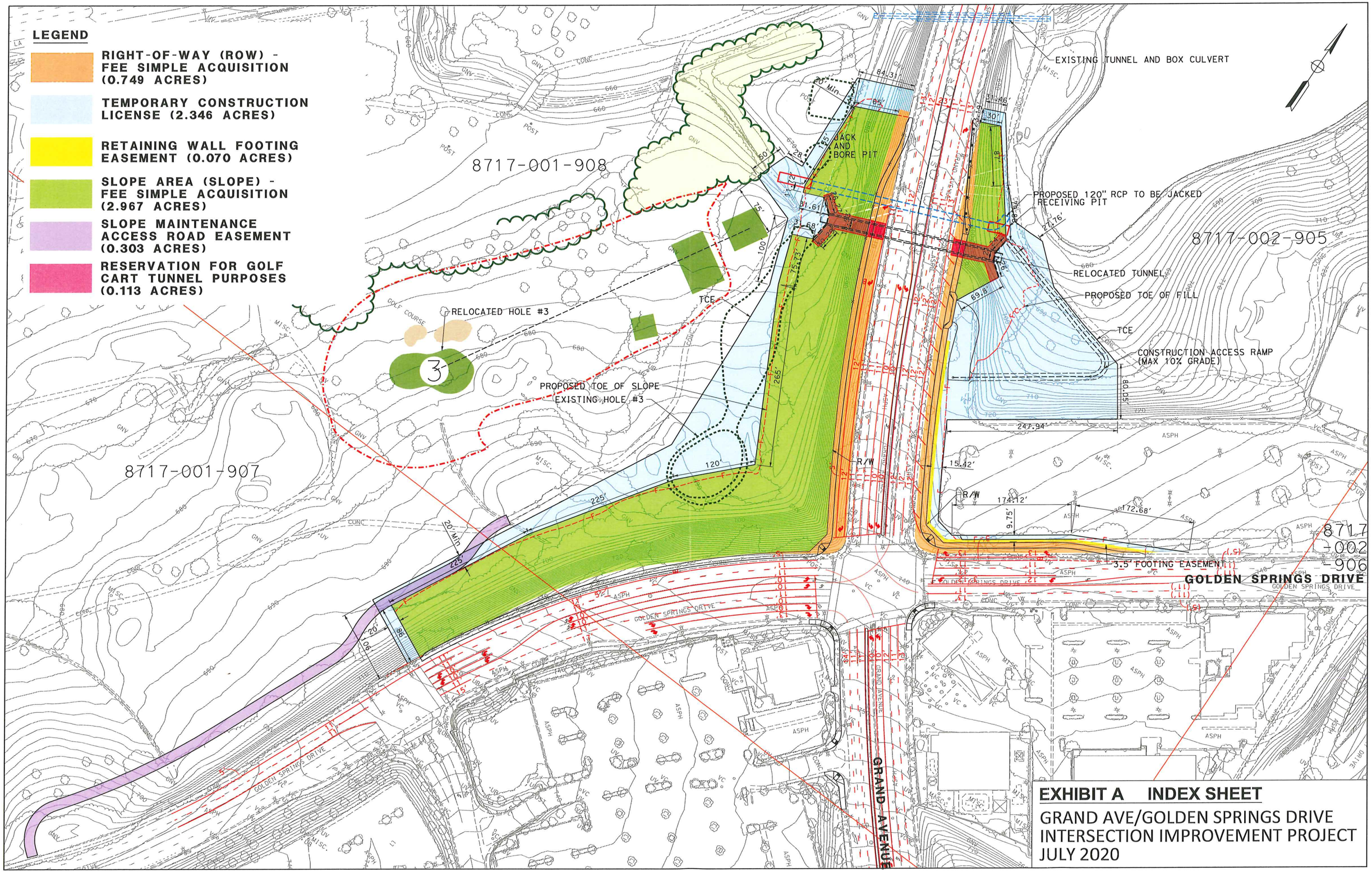

EXHIBIT A INDEX SHEET

GRAND AVE/GOLDEN SPRINGS DRIVE
INTERSECTION IMPROVEMENT PROJECT
JULY 2020

EXHIBIT B

RIGHT OF WAY QUITCLAIM DEED
COUNTY OF LOS ANGELES
TO CITY OF INDUSTRY

Exhibit B

RECORDING REQUESTED BY: *
County of Los Angeles *

AND MAIL TO: *
City of Industry *
15625 E. Stafford Street, Suite 100 *
City of Industry, CA 91744 *
Attn: Troy Helling, City Manager *

Space above this line for Recorder's use

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE GOVERNMENT CODE.

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE REVENUE AND TAXATION CODE.

TAX PARCELS: 8717-001-908 (Portion) and 8717-002-905 (Portion)

RIGHT OF WAY QUITCLAIM DEED

The **COUNTY OF LOS ANGELES**, a body corporate and politic, ("Grantor" or "County") for the sum of consideration receipt of which is hereby acknowledged, does hereby surrender, quitclaim and release to:

CITY OF INDUSTRY ("Grantee" or "City")

all of the County's right, title and interest in and to the described real property, ("Property"), "as-is", "where-is", with all faults and no representation or warranties of any kind whatsoever, express or implied, as to the condition, use, or suitability of Grantee's intended use of the Property, reserving to the County all rights to oil, gas, minerals, and other hydrocarbon substances in and under the Property below a depth of 500 feet, measured vertically from the surface of the Property.

Also reserving to the County an easement for pedestrian and golf cart tunnel purposes located in the City of Diamond Bar, County of Los Angeles, State of California, and is further legally described in Exhibit T-1 and depicted in Exhibit T-2 and incorporated herein by this reference.

The Property is located in the City of Diamond Bar, County of Los Angeles, State of California, and is further legally described in Exhibit B-1 and depicted in Exhibit B-2 and incorporated herein by this reference.

SUBJECT TO AND GRANTEE TO ASSUME:

a. All taxes, interest, penalties, and assessments of record, if any.

b. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any;

c. Any other encumbrance or interest in the Property, recorded or unrecorded, if any;

d. The condition and obligation that the Grantee use, operate and maintain the Property solely for the purposes of public road right of way and appurtenant structures in perpetuity; together with the right to grant easements for storm drain, utility and appurtenant structures to others.

e. The condition that the Property shall be equally open and available to residents of incorporated and unincorporated territory, and there shall be no discrimination against or preference, gratuity, bonus or other benefits given to residents of incorporated area not equally accorded residents of unincorporated territory;

f. The provisions and conditions contained in the Right of Way Quitclaim Deed shall run with the land and be binding upon Grantor, Grantee, and their agents, successors and assigns.

Dated_____

COUNTY OF LOS ANGELES
A body corporate and politic

By_____
Norma E. Garcia
Director of Parks and Recreation

APPROVED AS TO FORM:

MARY C. WICKHAM

County Counsel

By: _____
Rory LoAllen
Deputy County Counsel

Exhibits:

1. Exhibit B-1: Legal Description for Property.
2. Exhibit B-2: Map for Property.
3. Exhibit T-1: Legal Description for reserved easement to County for tunnel purposes.
4. Exhibit T-2: Map for reserved easement to County for tunnel purposes.

EXHIBIT B-1
LEGAL DESCRIPTION FOR PROPERTY

EXHIBIT "B-1"
LEGAL DESCRIPTION OF RIGHT OF WAY
APNs: 8717-001-908, 8717-002-905

THOSE PORTIONS OF THAT CERTAIN PARCEL OF LAND IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 9 WEST, SAN BERNARDINO MERIDIAN, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED IN THE DEED RECORDED SEPTEMBER 30, 1970, AS INSTRUMENT NO. 3839, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A (FOR PUBLIC ROAD AND HIGHWAY PURPOSES):

BEGINNING AT THE CENTERLINE INTERSECTION OF GOLDEN SPRINGS DRIVE (80.00 FEET WIDE) WITH GRAND AVENUE (100.00 FEET WIDE), AS SHOWN ON COUNTY SURVEYOR'S MAP NO. B-5367-3, ON FILE IN THE OFFICE OF THE DIRECTOR OF PUBLIC WORKS OF SAID COUNTY;

THENCE ALONG SAID CENTERLINE OF GOLDEN SPRINGS DRIVE, NORTH 55°51'40" EAST (RECORD NORTH 55°40'25" EAST), 385.89 FEET;

THENCE LEAVING SAID CENTERLINE, NORTH 34°08'20" WEST, 40.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID GOLDEN SPRINGS DRIVE, AS DESCRIBED IN DEED, RECORDED OCTOBER 14, 1963, AS INSTRUMENT NO. 5461 OF OFFICIAL RECORDS, AND THE **TRUE POINT OF BEGINNING**;

THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE OF GOLDEN SPRINGS DRIVE AND THE EASTERLY RIGHT OF WAY LINE OF SAID GRAND AVENUE, AS DESCRIBED IN SAID LAST MENTIONED DEED AND DEED RECORDED NOVEMBER 5, 1963, AS INSTRUMENT NO. 4796 OF OFFICIAL RECORDS, THE FOLLOWING THREE (3) COURSES:

1. SOUTH 55°51'40" WEST, 306.18 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 27.00 FEET

2. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 92°56'34" AN ARC LENGTH OF 43.80 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2,949.93 (RECORD 2950.00) FEET, A RADIAL LINE FROM SAID BEGINNING OF A CURVE BEARS NORTH 58°48'14" EAST

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www.towill.com

3. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°46'03" AN ARC LENGTH OF 605.86 FEET

THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE OF GRAND AVENUE, THE FOLLOWING TEN (10) COURSES:

1. SOUTH 28°47'41" EAST, 148.32 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2,134.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 69°40'30" EAST

2. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°44'22" AN ARC LENGTH OF 102.03 FEET

3. SOUTH 59°05'40" EAST, 5.11 FEET

4. SOUTH 23°44'46" EAST, 42.45 FEET

5. SOUTH 11°36'07" WEST, 4.68 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2,133.75 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 65°34'52" EAST

6. SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°18'46" AN ARC LENGTH OF 123.37 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2,933.71 FEET, A RADIAL LINE FROM SAID BEGINNING OF A CURVE BEARS NORTH 62°16'06" EAST

7. SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°13'38" AN ARC LENGTH OF 165.24 FEET

8. SOUTH 77°32'15" EAST, 35.78 FEET

9. NORTH 55°51'38" EAST, 184.91 FEET

10. NORTH 64°32'45" EAST, 107.85 FEET TO THE **TRUE POINT OF BEGINNING**

THE ABOVE DESCRIBED PARCEL CONTAINS 14,425 SQUARE FEET OR 0.331 ACRES, MORE OR LESS.

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EXHIBIT "B-1"
LEGAL DESCRIPTION OF RIGHT OF WAY
APNs: 8717-001-908, 8717-002-905

PARCEL B (FOR PUBLIC ROAD AND HIGHWAY PURPOSES):

BEGINNING AT THE CENTERLINE INTERSECTION OF GOLDEN SPRINGS DRIVE (80.00 FEET WIDE) WITH GRAND AVENUE (100.00 FEET WIDE), AS SHOWN ON COUNTY SURVEYOR'S MAP NO. B-5367-3, ON FILED IN THE OFFICE OF THE DIRECTOR OF PUBLIC WORKS OF SAID COUNTY;

THENCE ALONG SAID CENTERLINE OF GOLDEN SPRINGS DRIVE, THE FOLLOWING TWO (2) COURSES:

1. SOUTH 55°53'16" WEST (RECORD SOUTH 55°40'25" WEST), 90.14 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1,149.97 (RECORD 1150.00) FEET

2. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°03'16" AN ARC LENGTH OF 181.73 FEET

THENCE LEAVING SAID CENTERLINE OF GOLDEN SPRINGS DRIVE, NORTH 42°27'07" WEST, 43.87 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF GOLDEN SPRINGS DRIVE, AS DESCRIBED IN THE DEED RECORDED AUGUST 18,1970, AS INSTRUMENT NO. 2908, OF OFFICIAL RECORDS, AND THE **TRUE POINT OF BEGINNING**, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 629.99 (RECORD 630.00) FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS SOUTH 37°01'01" EAST;

THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE OF GOLDEN SPRINGS DRIVE AND THE WESTERLY RIGHT OF WAY LINE OF SAID GRAND AVENUE, AS DESCRIBED IN SAID INSTRUMENT NO. 5461, THE FOLLOWING SIX (6) COURSES:

1. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°52'41" AN ARC LENGTH OF 31.65 FEET

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2. NORTH 55°51'42" EAST, 0.90 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1,189.97 (RECORD 1190.00) FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS SOUTH 41°35'14" EAST

3. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°28'30" AN ARC LENGTH OF 155.25 FEET

4. NORTH 55°53'16" EAST, 15.62 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 27.00 FEET

5. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 87°13'50" AN ARC LENGTH OF 41.11 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 3,049.93 (RECORD 3050.00) FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 58°39'26" EAST

6. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°35'15" AN ARC LENGTH OF 457.12 FEET TO THE SOUTHERLY CORNER OF THE LAND DESCRIBED IN THE DOCUMENT ENTITLED "ROAD DEED", 100.00 FEET WIDE EASEMENT FOR PUBLIC ROAD AND HIGHWAY PURPOSES, TO BE KNOWN AS GRAND AVENUE, RECORDED NOVEMBER 05, 1963, AS INSTRUMENT NO. 4796 IN BOOK D2246 PAGE 48, OFFICIAL RECORDS OF SAID COUNTY

THENCE ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE LAND DESCRIBED IN SAID ROAD DEED, NORTH 22°46'28" WEST, 168.40 FEET;

THENCE LEAVING SAID SOUTHWESTERLY RIGHT OF WAY LINE, THE FOLLOWING FIVE (5) COURSES:

1. SOUTH 73°12'19" WEST, 14.04 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2,279.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 73°12'19" EAST

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www.towill.com

EXHIBIT "B-1"
LEGAL DESCRIPTION OF RIGHT OF WAY
APNs: 8717-001-908, 8717-002-905

2. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°56'13" AN ARC LENGTH OF 435.03 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 3,078.96 FEET, A RADIAL LINE FROM SAID BEGINNING OF A CURVE BEARS NORTH 62°16'06" EAST

3. SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°38'13" AN ARC LENGTH OF 195.45 FEET

4. SOUTH 11°57'26" WEST, 35.14 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1,193.99 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS SOUTH 34°42'22" EAST

5. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°28'15" AN ARC LENGTH OF 176.53 FEET TO THE **TRUE POINT OF BEGINNING**

THE ABOVE DESCRIBED PARCEL CONTAINS 18,196 SQUARE FEET OR 0.418 ACRES, MORE OR LESS.

BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE ON THE CALIFORNIA COORDINATE SYSTEM, ZONE V (NAD83), 1991.35 EPOCH. DIVIDE GRID DISTANCES SHOWN BY 0.999976526 TO OBTAIN GROUND LEVEL DISTANCES.

THIS DESCRIPTION WAS PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.

AS SHOWN ON EXHIBIT "B-2" ATTACHED HEREWITH AND MADE A PART HEREOF, PREPARED BY ME OR UNDER MY DIRECTION.

06/29/2020

JAMES R. RIOS, PLS 8823 DATE

PROFESSIONAL LAND SURVEYOR
JAMES R. RIOS
No. 8823
STATE OF CALIFORNIA

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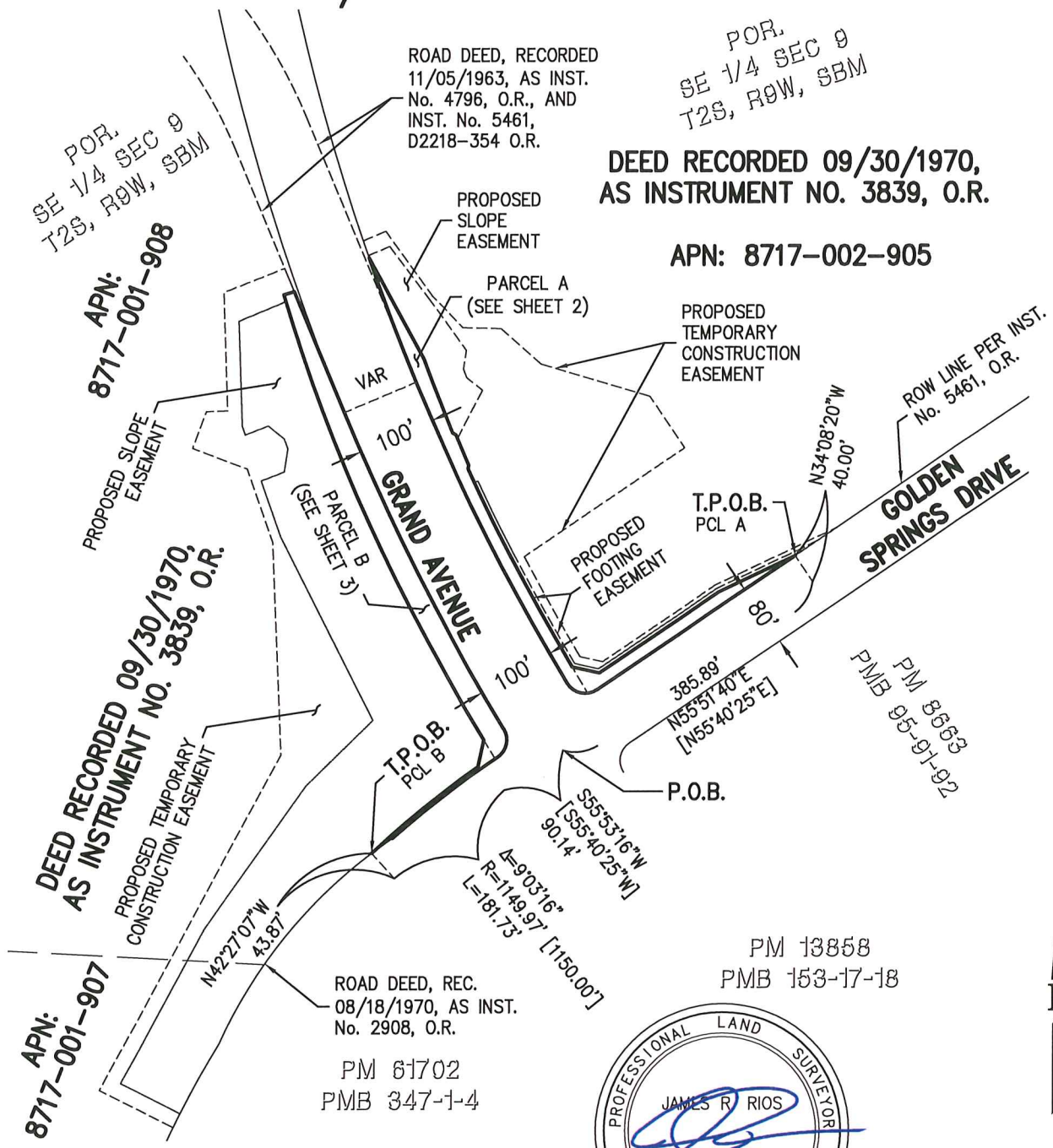
EXHIBIT B-2
MAP FOR PROPERTY

EXHIBIT "B-2"
DIAGRAM/MAP OF RIGHT OF WAY



LEGEND

———	DESCRIPTION AREA
———	AFFECTED PROPERTY
—— — ——	CENTERLINE
— — — —	ADJACENT PROPERTY
[ ]	INDICATED RECORD DATA PER COUNTY SURVEYOR'S MAP NO. B-5367-3
( )	INDICATES RECORD DATA PER INST'S 5461, 4796 & 2908

SCALE
1" = 200'

SHEET 1 OF 3

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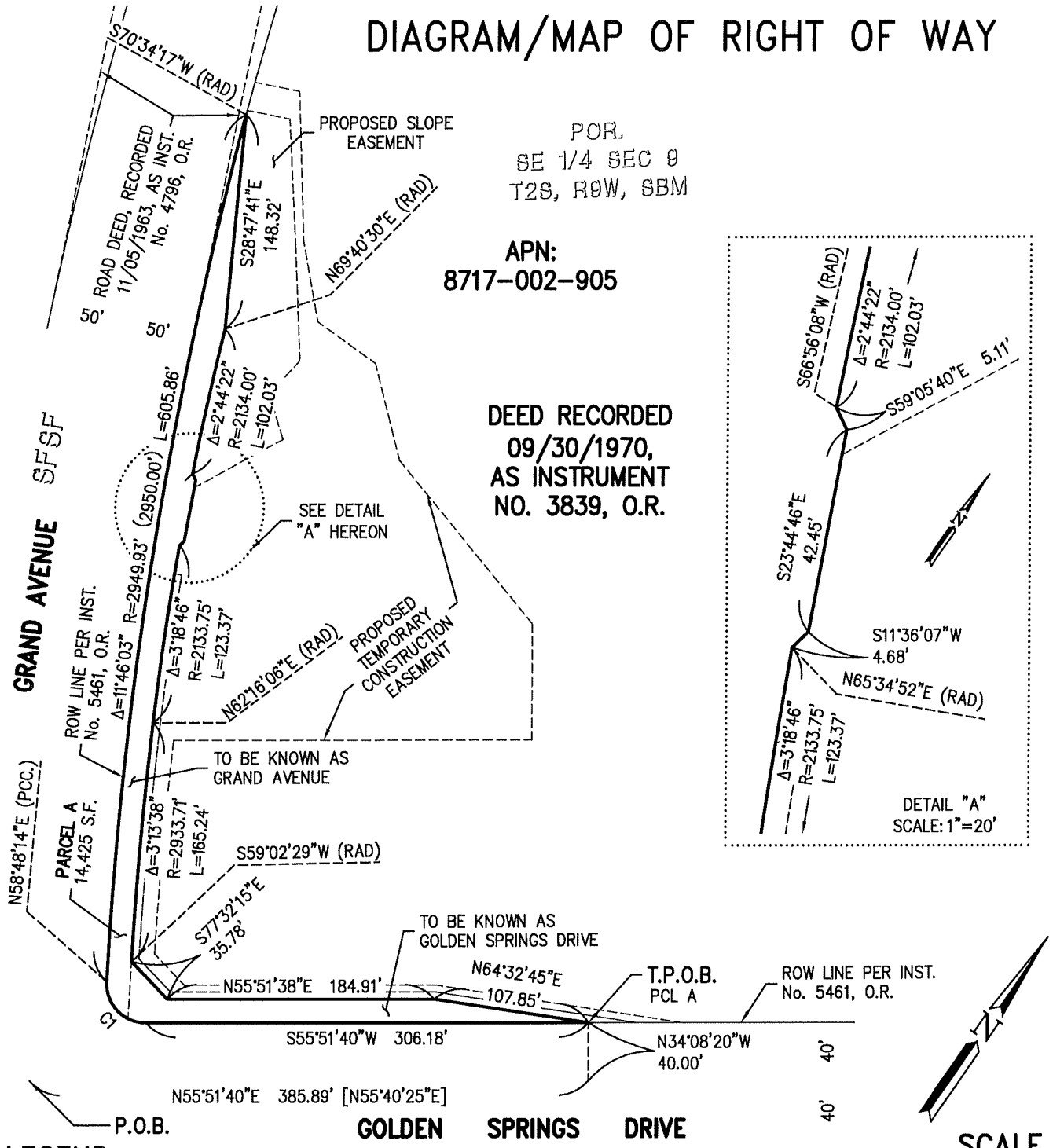
EXHIBIT "B-2"
DIAGRAM/MAP OF RIGHT OF WAY



LEGEND

———	DESCRIPTION AREA
———	AFFECTED PROPERTY
— — —	CENTERLINE
— — —	ADJACENT PROPERTY
[ ]	INDICATED RECORD DATA PER COUNTY SURVEYOR'S MAP NO. B-5367-3
( )	INDICATES RECORD DATA PER INST'S 5461, 4796 & 2908

SCALE
1" = 100'

SEE SHEET 3 FOR CURVE TABLE

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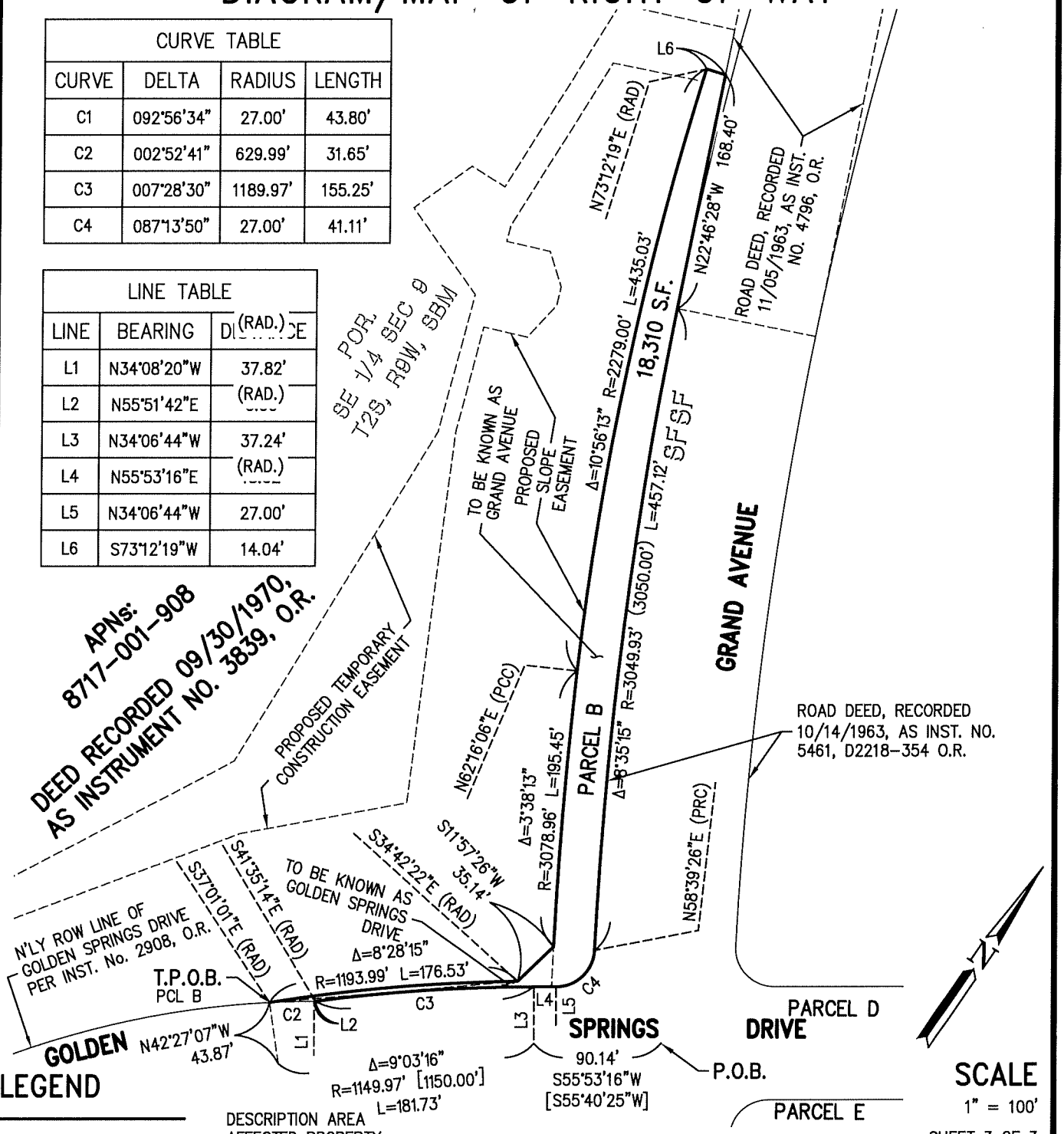
EXHIBIT "B-2"
DIAGRAM/MAP OF RIGHT OF WAY

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	092°56'34"	27.00'	43.80'
C2	002°52'41"	629.99'	31.65'
C3	007°28'30"	1189.97'	155.25'
C4	087°13'50"	27.00'	41.11'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N34°08'20"W	37.82' (RAD.)
L2	N55°51'42"E	(RAD.)
L3	N34°06'44"W	37.24' (RAD.)
L4	N55°53'16"E	(RAD.)
L5	N34°06'44"W	27.00'
L6	S73°12'19"W	14.04'



LEGEND

———	DESCRIPTION AREA
———	AFFECTED PROPERTY
— — —	CENTERLINE
— — —	ADJACENT PROPERTY
[ ]	INDICATED RECORD DATA PER COUNTY SURVEYOR'S MAP NO. B-5367-3
( )	INDICATES RECORD DATA PER INST'S 5461, 4796 & 2908

SCALE
1" = 100'

SHEET 3 OF 3

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EXHIBIT T-1
LEGAL DESCRIPTION FOR RESERVED EASEMENT
TO COUNTY FOR TUNNEL PURPOSES

EXHIBIT "A"
LEGAL DESCRIPTION OF TUNNEL EASEMENT
APNs: 8717-001-908 & 8717-002-905

THOSE PORTIONS OF THAT CERTAIN PARCEL OF LAND IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 9 WEST, SAN BERNADINO MERIDIAN, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED IN THE DEED RECORDED SEPTEMBER 30, 1970, AS INSTRUMENT NO. 3839, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY REGISTRAR-RECORDER/COUNTY CLERK OF SAID COUNTY, AS SHOWN ON THE MAP FILED AS CSB 2937, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A

COMMENCING AT THE CENTERLINE INTERSECTION OF GOLDEN SPRINGS DRIVE (80.00 FEET WIDE) WITH GRAND AVENUE (100.00 FEET WIDE) AS SHOWN ON COUNTY SURVEYOR'S MAP NO. B-5367-3, ON FILE IN THE OFFICE OF THE DIRECTOR OF PUBLIC WORKS OF SAID COUNTY;

THENCE ALONG SAID CENTERLINE OF GOLDEN SPRINGS DRIVE, NORTH 55°51'40" EAST (RECORD NORTH 55°40'25" EAST), 385.89 FEET;

THENCE LEAVING SAID CENTERLINE, NORTH 34°08'20" WEST, 40.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE GOLDEN SPRINGS DRIVE, AS DESCRIBED IN THE ROAD DEED RECORDED OCTOBER 14, 1963, AS INSTRUMENT NO. 5461 IN BOOK D2218 PAGE 354, OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE OF GOLDEN SPRINGS DRIVE AND EASTERLY RIGHT OF WAY LINE OF SAID GRAND AVENUE, AS DESCRIBED IN SAID LAST MENTIONED DEED AND DEED RECORDED NOVEMBER 5, 1963, AS INSTRUMENT NO. 4796 IN BOOK D2246 PAGE 48, OF OFFICIAL RECORDS OF SAID COUNTY, THE FOLLOWING THREE (3) COURSES:

1) SOUTH 55°51'40" WEST, 306.18 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 27.00 FEET

2) WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 92°56'34" AN ARC LENGTH OF 43.80 FEET TO THE BEGINNING OF COMPOUND CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2949.93 (RECORD 2950.00) FEET; A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 58°48'14" EAST

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3) NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°58'06" AN ARC LENGTH OF 410.25 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT "A"**, AND TO THE **TRUE POINT OF BEGINNING**

THENCE CONTINUE NORTHWESTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°27'34" AN ARC LENGTH OF 23.65 FEET;

THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE OF GRAND AVENUE, THE FOLLOWING ELEVEN (11) COURSES:

1. NORTH 68°41'09" EAST, 51.87 FEET
2. NORTH 08°41'25" EAST, 27.73 FEET
3. SOUTH 81°18'35" EAST, 9.90 FEET
4. SOUTH 36°34'01" EAST, 4.26 FEET
5. SOUTH 08°40'08" WEST, 24.00 FEET
6. SOUTH 21°19'14" EAST, 12.00 FEET
7. SOUTH 51°18'35" EAST, 26.00 FEET
8. SOUTH 27°24'23" WEST, 11.19 FEET
9. SOUTH 38°41'25" WEST, 1.97 FEET
10. NORTH 51°18'35" WEST, 28.96 FEET
11. SOUTH 68°41'09" WEST, 51.16 FEET TO THE **TRUE POINT OF BEGINNING**

THE ABOVE DESCRIBED PARCEL CONTAINS 2,132 SQUARE FEET OR 0.049 ACRES, MORE OR LESS.

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EXHIBIT "A"
LEGAL DESCRIPTION OF TUNNEL EASEMENT
APNs: 8717-001-908 & 8717-002-905

PARCEL B

COMMENCING AT SAID **POINT "A"**;

THENCE SOUTH 68°35'01" WEST, 100.05 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID GRAND AVENUE, AND THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID SOUTHWESTERLY RIGHT OF WAY LINE, THE FOLLOWING NINE (9) COURSES:

1. SOUTH 68°41'09" WEST, 72.70 FEET
2. SOUTH 08°41'25" WEST, 34.76 FEET
3. NORTH 81°18'35" WEST, 13.00 FEET
4. NORTH 08°41'25" EAST, 33.29 FEET
5. NORTH 21°18'51" WEST, 13.53 FEET
6. NORTH 51°18'35" WEST, 29.27 FEET
7. NORTH 38°41'25" EAST, 13.00 FEET
8. SOUTH 51°18'35" EAST, 30.73 FEET
9. NORTH 68°41'09" EAST, 72.02 FEET THE SOUTHWESTERLY LINE OF THE LAND DESCRIBED IN THE DOCUMENT ENTITLED "ROAD DEED", 100.00 FEET WIDE EASEMENT FOR PUBLIC ROAD AND HIGHWAY PURPOSES, TO BE KNOWN AS GRAND AVENUE, RECORDED NOVEMBER 05, 1963, AS INSTRUMENT NO. 4796 IN BOOK D2246 PAGE 48, OFFICIAL RECORDS OF SAID COUNTY

THENCE ALONG SAID SOUTHWESTERLY LINE OF THE LAND DESCRIBED IN INSTRUMENT NO. 4796, SOUTH 22°46'28" EAST, 2.03 FEET TO THE SOUTHERLY CORNER OF SAID LAND DESCRIBED IN INSTRUMENT NO. 4796, SAID CORNER BEING THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 3,049.93 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE AND SAID SOUTHWESTERLY RIGHT OF WAY LINE OF GRAND AVENUE, THROUGH A CENTRAL ANGLE OF 00°24'47" AN ARC LENGTH OF 21.98 FEET TO THE **TRUE POINT OF BEGINNING**.

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EXHIBIT "A"
LEGAL DESCRIPTION OF TUNNEL EASEMENT
APNs: 8717-001-908 & 8717-002-905

THE ABOVE DESCRIBED PARCEL CONTAINS 2,794 SQUARE FEET OR 0.064 ACRES, MORE OR LESS.

BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE ON THE CALIFORNIA COORDINATE SYSTEM, ZONE V (NAD83), 1991.35 EPOCH. DIVIDE GRID DISTANCES SHOWN BY 0.999976526 TO OBTAIN GROUND LEVEL DISTANCES.

AS SHOWN ON EXHIBIT "B" ATTACHED HEREWITH AND MADE A PART HEREOF, PREPARED BY ME OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.

JAMES R. RIOS, PLS 8823

06/29/2020
DATE

PROFESSIONAL LAND SURVEYOR
JAMES R. RIOS
No. 8823
STATE OF CALIFORNIA

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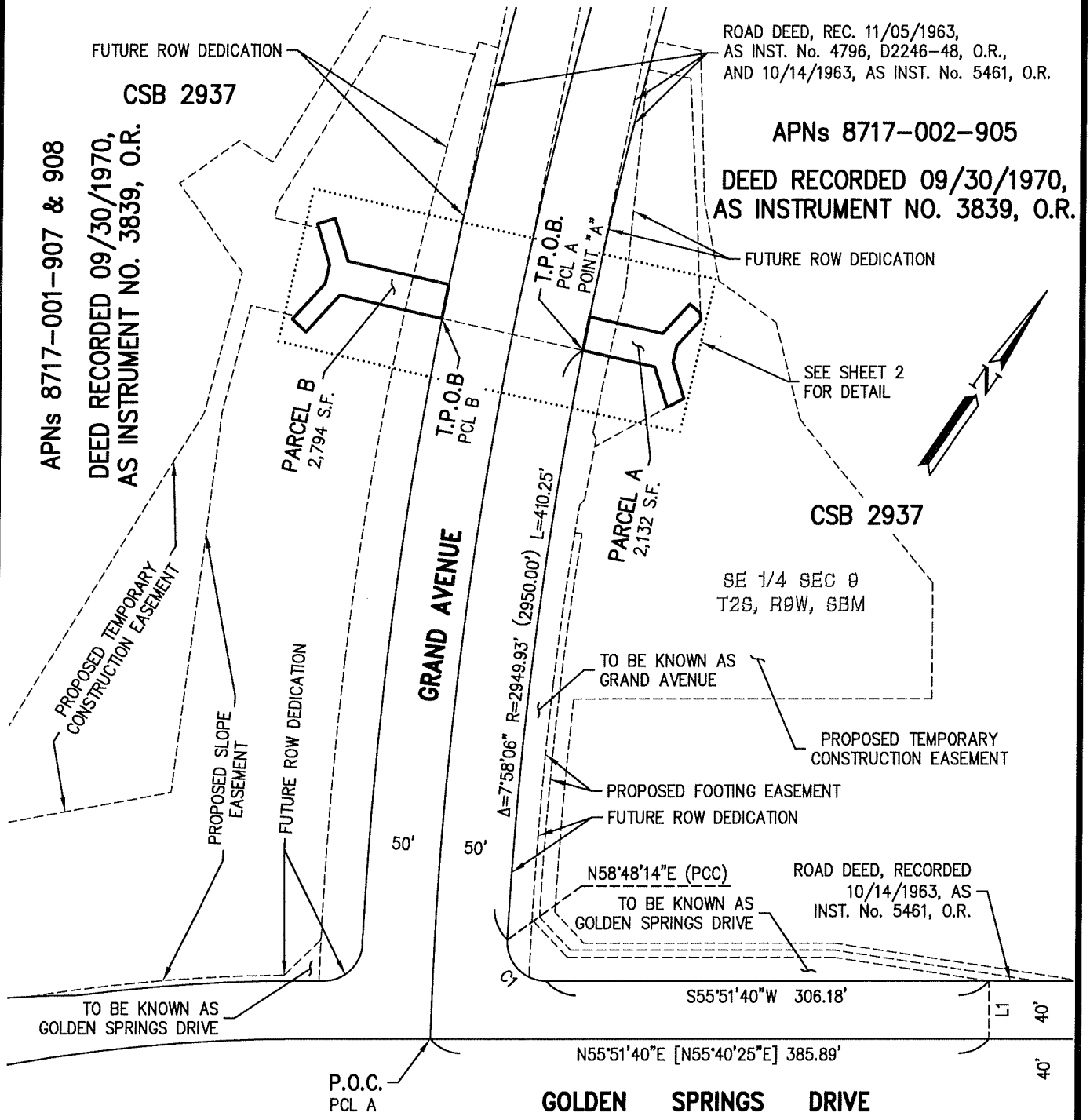
EXHIBIT T-2
MAP FOR RESERVED EASEMENT
TO COUNTY FOR TUNNEL PURPOSES

EXHIBIT "B" – TUNNEL EASEMENT



SCALE
1" = 100'

SEE SHEET 2 FOR LINE AND CURVE TABLE

SHEET 1 OF 2

LEGEND

- DESCRIPTION AREA
- AFFECTED PROPERTY
- CENTERLINE
- ADJACENT PROPERTY
- [...] INDICATED RECORD DATA PER COUNTY SURVEYOR'S MAP NO. B-5367-3

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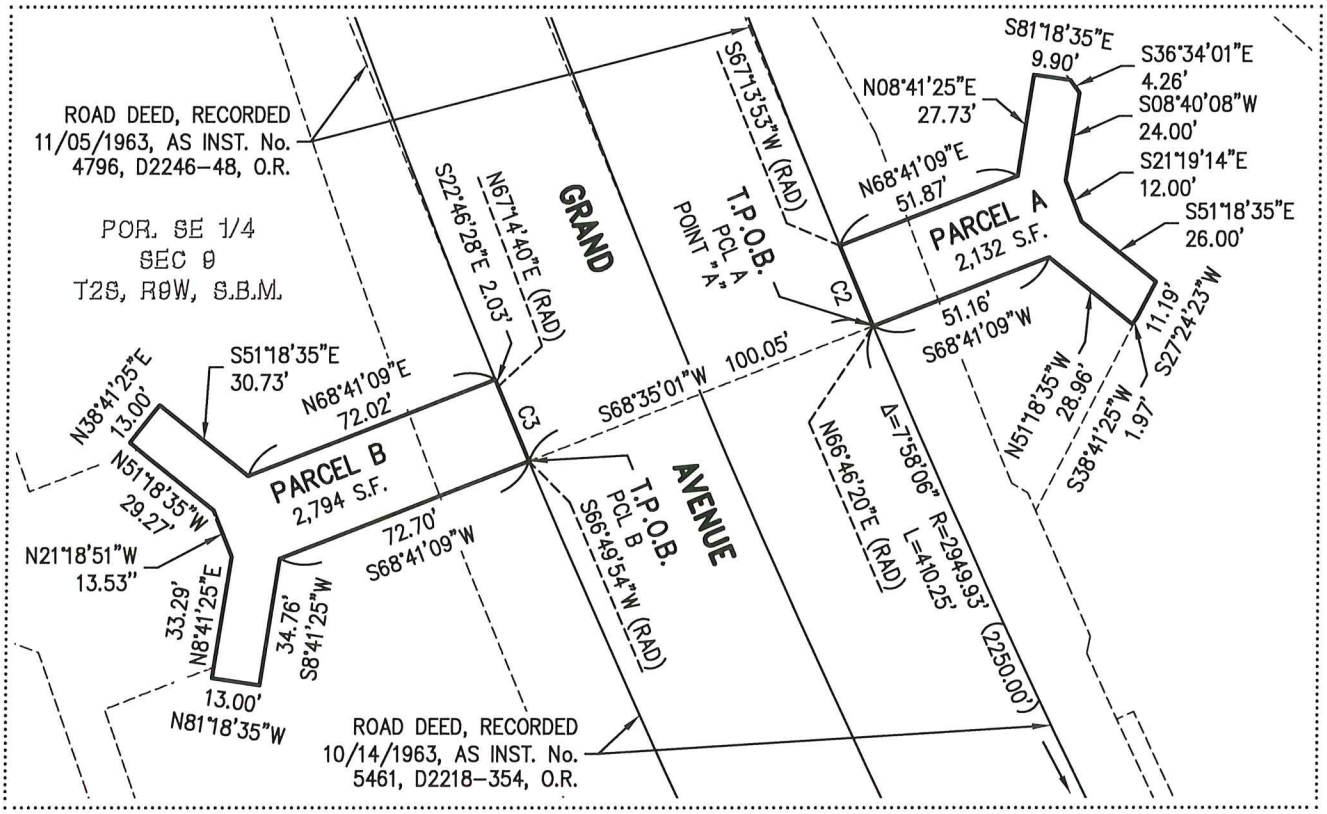
EXHIBIT "B" – TUNNEL EASEMENT



CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	092°56'34"	27.00'	43.80'
C2	000°27'34"	2949.93'	23.65'
C3	000°24'47"	3049.93'	21.98'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N34°08'20"W	40.00'

N

DETAIL
SCALE: 1"=50'
SHEET 2 OF 2

PROFESSIONAL LAND SURVEYOR
JAMES R. NOS
No. 8823
STATE OF CALIFORNIA

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EXHIBIT C

SLOPE AREA QUITCLAIM DEED
COUNTY OF LOS ANGELES
TO CITY OF INDUSTRY

Exhibit C

RECORDING REQUESTED BY: *
County of Los Angeles *
AND MAIL TO: *
City of Industry *
15625 E. Stafford Street, Suite 100 *
City of Industry, CA 91744 *
Attn: Troy Helling, City Manager *

_____Space above this line for Recorder's use _____

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE GOVERNMENT CODE.

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE REVENUE AND TAXATION CODE.

TAX PARCELS: 8717-001-907 (Portion); 8717-001-908 (Portion) and 8717-002-905 (Portion)

SLOPE AREA QUITCLAIM DEED

The **COUNTY OF LOS ANGELES**, a body corporate and politic, ("Grantor" or "County") for the sum of consideration receipt of which is hereby acknowledged, does hereby surrender, quitclaim and release to:

CITY OF INDUSTRY ("Grantee" or "City")

all of the County's right, title and interest in and to the described real property, ("Property"), "as-is", "where-is", with all faults and no representation or warranties of any kind whatsoever, express or implied, as to the condition, use, or suitability of Grantee's intended use of the Property, reserving to the County all rights to oil, gas, minerals, and other hydrocarbon substances in and under the Property below a depth of 500 feet, measured vertically from the surface of the Property.

Also reserving to the County an easement for pedestrian and golf cart tunnel purposes located in the City of Diamond Bar, County of Los Angeles, State of California, and is further legally described in Exhibit T-1 and depicted in Exhibit T-2 and incorporated herein by this reference.

The Property is located in the City of Diamond Bar, County of Los Angeles, State of California, and is further legally described in Exhibit C-1 and depicted in Exhibit C-2 and incorporated herein by this reference.

SUBJECT TO AND GRANTEE TO ASSUME:

a. All taxes, interest, penalties, and assessments of record, if any.

b. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.

c. Any other encumbrance or interest in the Property, recorded or unrecorded, if any;

d. The condition and obligation that the Grantee use, operate and maintain the Property solely for the purposes of public roadway supporting the slope and appurtenant structures in perpetuity; together with the right to grant easements for storm drain, utility and appurtenant structures to others;

e. The condition that the Property shall be equally open and available to residents of incorporated and unincorporated territory, and there shall be no discrimination against or preference, gratuity, bonus or other benefits given to residents of incorporated area not equally accorded residents of unincorporated territory;

f. The provisions and conditions contained in the Slope Area Quitclaim Deed shall run with the land and be binding upon Grantor, Grantee, and their agents, successors and assigns.

Dated_____

COUNTY OF LOS ANGELES
A body corporate and politic

By_____
Norma E. Garcia
Director of Parks and Recreation

APPROVED AS TO FORM:

MARY C. WICKHAM

County Counsel

By: _____
Rory LoAllen
Deputy County Counsel

Exhibits:

1. Exhibit C-1: Legal Description for Property.
2. Exhibit C-2: Map for Property.
3. Exhibit T-1: Legal Description for reserved easement to County for tunnel purposes.
4. Exhibit T-2: Map for reserved easement to County for tunnel purposes.

EXHIBIT C-1
LEGAL DESCRIPTION FOR PROPERTY

EXHIBIT "C-1"
LEGAL DESCRIPTION OF SLOPE AREA
APNs: 8717-001-907 & 908, 8717-002-905

THOSE PORTIONS OF THAT PARCEL OF LAND IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 9 WEST, SAN BERNARDINO MERIDIAN, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED IN THE DEED RECORDED SEPTEMBER 30, 1970, AS INSTRUMENT NO. 3839, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL C

BEGINNING AT THE CENTERLINE INTERSECTION OF GOLDEN SPRINGS DRIVE (80.00 FEET WIDE) WITH GRAND AVENUE (100.00 FEET WIDE), AS SHOWN ON COUNTY SURVEYOR'S MAP NO. B-5367-3, ON FILE IN THE OFFICE OF THE DIRECTOR OF PUBLIC WORKS OF SAID COUNTY;

THENCE ALONG SAID CENTERLINE OF GOLDEN SPRINGS DRIVE, NORTH 55°51'40" EAST, (RECORD NORTH 55°40'25" EAST) 385.89 FEET;

THENCE LEAVING SAID CENTERLINE, NORTH 34°08'20" WEST, 40.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID GOLDEN SPRINGS DRIVE AS DESCRIBED IN DEED RECORDED OCTOBER 14, 1963, AS INSTRUMENT NO. 5461 OF SAID OFFICIAL RECORDS;

THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE OF GOLDEN SPRINGS DRIVE AND EASTERLY RIGHT OF WAY LINE OF SAID GRAND AVENUE, AS DESCRIBED IN SAID LAST MENTIONED DEED AND DEED RECORDED NOVEMBER 5, 1963, AS INSTRUMENT NO. 4796 OF OFFICIAL RECORDS, THE FOLLOWING THREE (3) COURSES:

1. SOUTH 55°51'40" WEST, 306.18 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 27.00 FEET

2. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 92°56'34" AN ARC LENGTH OF 43.80 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2,949.93 (RECORD 2,950.00) FEET , A RADIAL LINE FROM SAID BEGINNING OF A CURVE BEARS NORTH 58°48'14" EAST

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3. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°46'03" AN ARC LENGTH OF 605.86 FEET TO THE **TRUE POINT OF BEGINNING**

THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE OF GRAND AVENUE, SOUTH 28°47'41" EAST, 148.32 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2,134.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 69°40'30" EAST;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°44'22" AN ARC LENGTH OF 102.03 FEET;

THENCE SOUTH 59°05'40" EAST, 5.11 FEET;

THENCE SOUTH 23°44'46" EAST, 5.22 FEET;

THENCE NORTH 27°24'23" EAST, 69.80 FEET;

THENCE NORTH 51°18'35" WEST, 26.00 FEET;

THENCE NORTH 21°19'14" WEST, 12.00 FEET;

THENCE NORTH 08°40'08" EAST, 24.00 FEET;

THENCE NORTH 36°34'01" WEST, 79.88 FEET;

THENCE NORTH 37°09'28" WEST, 87.00 FEET;

THENCE SOUTH 67°23'00" WEST, 29.93 FEET TO SAID EASTERLY RIGHT OF WAY LINE OF GRAND AVENUE, AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2,949.93 (RECORD 2,950.00) FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 70°37'54" EAST;

THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE OF GRAND AVENUE AND SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°03'37" AN ARC LENGTH OF 3.11 FEET TO THE **TRUE POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS 10,886 SQUARE FEET OR 0.250 ACRES, MORE OR LESS.

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EXHIBIT "C-1"
LEGAL DESCRIPTION OF SLOPE AREA
APNs: 8717-001-907 & 908, 8717-002-905

PARCEL D

BEGINNING AT THE ABOVE-MENTIONED INTERSECTION;

THENCE ALONG SAID CENTERLINE OF GOLDEN SPRINGS DRIVE, SOUTH 55°53'16" WEST, (RECORD SOUTH 55°40'25" WEST) 90.14 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1,149.97 (RECORD 1,150.00) FEET;

THENCE CONTINUING ALONG SAID CENTERLINE, SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°03'16" AN ARC LENGTH OF 181.73 FEET;

THENCE LEAVING SAID CENTERLINE OF GOLDEN SPRINGS DRIVE, NORTH 42°27'07" WEST, 43.87 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF GOLDEN SPRINGS DRIVE, AS DESCRIBED IN DEED RECORDED AUGUST 18, 1970, AS INSTRUMENT NO. 2908, OF OFFICIAL RECORDS, AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 629.99 (RECORD 630.00) FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS SOUTH 37°01'01" EAST;

THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE OF GOLDEN SPRINGS DRIVE AND WESTERLY RIGHT OF WAY LINE OF SAID GRAND AVENUE AS DESCRIBED IN SAID INTRUMENT NO. 5461, THE FOLLOWING SIX (6) COURSES:

1. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°52'41" AN ARC LENGTH OF 31.65 FEET

2. NORTH 55°51'40" EAST, 0.90 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1,189.97 (RECORD 1,190.00) FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS SOUTH 41°35'14" EAST

3. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°28'30" AN ARC LENGTH OF 155.25 FEET

4. NORTH 55°53'16" EAST, 15.62 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 27.00 FEET

5. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 87°13'50" AN ARC LENGTH OF 41.11 FEET TO THE BEGINNING OF A REVERSE

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CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 3,049.93 (RECORD 3,050.00) FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 58°39'26" EAST

6. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°35'15" AN ARC LENGTH OF 457.12 FEET TO THE SOUTHERLY CORNER OF THE LAND DESCRIBED IN THE DOCUMENT ENTITLED "ROAD DEED", 100.00 FEET WIDE EASEMENT FOR PUBLIC ROAD AND HIGHWAY PURPOSES, TO BE KNOWN AS GRAND AVENUE, RECORDED NOVEMBER 05, 1963, AS INSTRUMENT NO. 4796 IN BOOK D2246 PAGE 48, OFFICIAL RECORDS OF SAID COUNTY

THENCE ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE LAND DESCRIBED IN SAID ROAD DEED, NORTH 22°46'28" WEST, 168.40 FEET;

THENCE LEAVING SAID SOUTHWESTERLY RIGHT OF WAY LINE, THE FOLLOWING SIX (6) COURSES:

1. SOUTH 73°12'19" WEST, 14.04 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2,279.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 73°12'19" EAST

2. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°13'50" AN ARC LENGTH OF 9.18 FEET TO THE **TRUE POINT OF BEGINNING**

3. CONTINUE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°42'22" AN ARC LENGTH OF 425.85 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 3,078.96 FEET, A RADIAL LINE FROM SAID BEGINNING OF A CURVE BEARS NORTH 62°16'06" EAST

4. SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°38'13" AN ARC LENGTH OF 195.45 FEET

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5. SOUTH 11°57'26" WEST, 35.14 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1,193.99 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS SOUTH 34°42'22" EAST

6. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°28'15" AN ARC LENGTH OF 176.53 FEET TO SAID NORTHERLY RIGHT OF WAY LINE OF GOLDEN SPRINGS DRIVE, AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 629.99 (RECORD 630.00) FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS SOUTH 37°01'01" EAST

THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE OF GOLDEN SPRINGS DRIVE, THE FOLLOWING TWO (2) COURSES:

1. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28°42'50" AN ARC LENGTH OF 315.72 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1,189.97 (RECORD 1,190.00) FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS SOUTH 58°12'04" EAST

2. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°56'30" AN ARC LENGTH OF 102.63 FEET

THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE OF GOLDEN SPRINGS DRIVE, THE FOLLOWING FOURTEEN (14) COURSES:

1. NORTH 63°10'05" WEST, 85.67 FEET

2. NORTH 28°24'33" EAST, 225.00 FEET

3. NORTH 35°18'50" EAST, 225.00 FEET

4. NORTH 45°29'11" EAST, 120.00 FEET

5. NORTH 26°55'20" WEST, 265.00 FEET

6. NORTH 19°24'33" WEST, 75.73 FEET

7. NORTH 68°51'44" EAST, 31.68 FEET

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EXHIBIT "C-1"
LEGAL DESCRIPTION OF SLOPE AREA
APNs: 8717-001-907 & 908, 8717-002-905

8. NORTH 08°41'25" EAST, 30.29 FEET

9. NORTH 21°18'51" WEST, 13.53 FEET

10. NORTH 51°18'35" WEST, 26.27 FEET

11. SOUTH 68°51'16" WEST, 31.61 FEET

12. NORTH 19°24'33" WEST, 11.72 FEET

13. NORTH 02°05'50" WEST, 135.00 FEET

14. NORTH 67°23'00" EAST, 65.00 FEET TO THE **TRUE POINT OF BEGINNING**

THE ABOVE DESCRIBED PARCEL CONTAINS 118,347 SQUARE FEET OR 2.717 ACRES, MORE OR LESS.

BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE ON THE CALIFORNIA COORDINATE SYSTEM, ZONE V (NAD83), 1991.35 EPOCH. DIVIDE GRID DISTANCES SHOWN BY 0.999976526 TO OBTAIN GROUND LEVEL DISTANCES.

THIS DESCRIPTION WAS PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.

AS SHOWN ON EXHIBIT "C-2" ATTACHED HEREWITH AND MADE A PART HEREOF, PREPARED BY ME OR UNDER MY DIRECTION.

06/29/2020

JAMES R. RIOS, PLS 8823 DATE

PROFESSIONAL LAND SURVEYOR
JAMES R. RIOS
No. 8823
STATE OF CALIFORNIA

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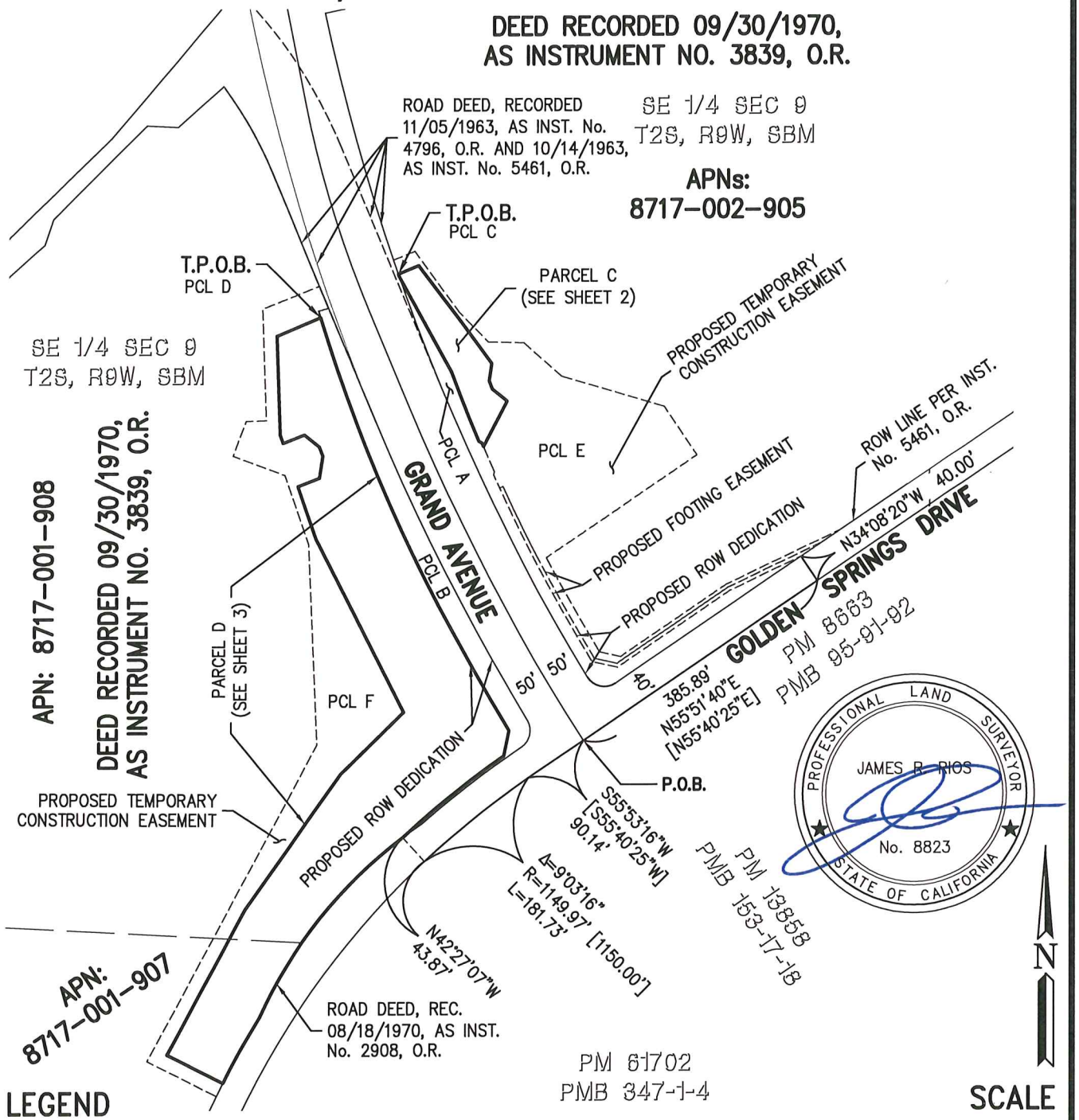
EXHIBIT C-2
MAP FOR PROPERTY

EXHIBIT "C-2"
DIAGRAM/MAP OF SLOPE EASEMENT



LEGEND

———	DESCRIPTION AREA
———	AFFECTED PROPERTY
— — —	CENTERLINE
— — —	ADJACENT PROPERTY
[ ]	INDICATED RECORD DATA PER COUNTY SURVEYOR'S MAP NO. B-5367-3
( )	INDICATES RECORD DATA PER INST'S 5461, 4796 & 2908

SCALE
1" = 200'

SHEET 1 OF 5

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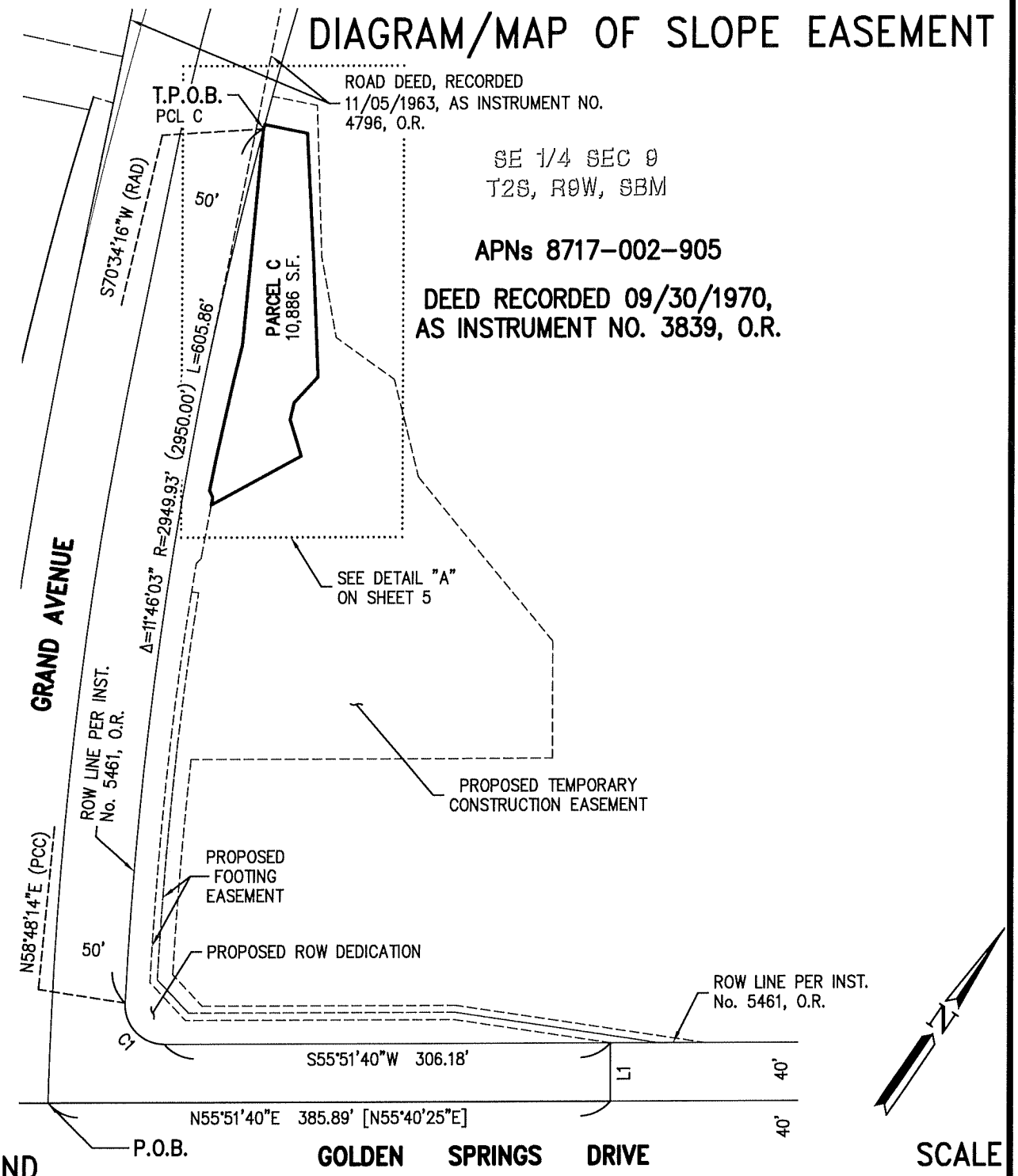
EXHIBIT "C-2"
DIAGRAM/MAP OF SLOPE EASEMENT



LEGEND

———	DESCRIPTION AREA
———	AFFECTED PROPERTY
— — —	CENTERLINE
— — —	ADJACENT PROPERTY
[ ]	INDICATED RECORD DATA PER COUNTY SURVEYOR'S MAP NO. B-5367-3
( )	INDICATES RECORD DATA PER INST'S 5461, 4796 & 2908

SCALE

1" = 100'

SHEET 2 OF 5

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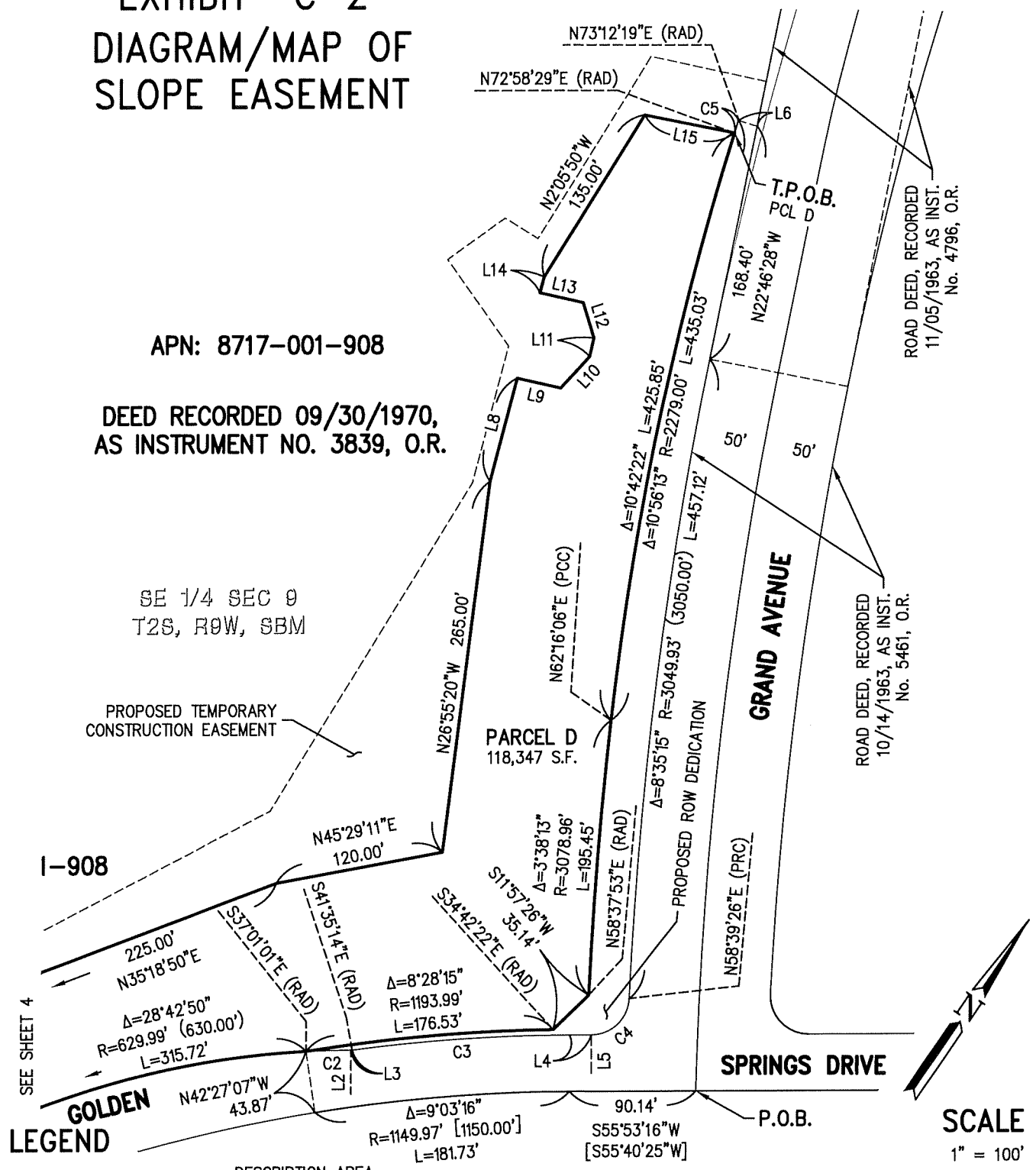
EXHIBIT "C-2"
DIAGRAM/MAP OF SLOPE EASEMENT



SHEET 3 OF 5

LEGEND

———	DESCRIPTION AREA
———	AFFECTED PROPERTY
—— — ——	CENTERLINE
— — — —	ADJACENT PROPERTY
[ ]	INDICATED RECORD DATA PER COUNTY SURVEYOR'S MAP NO. B-5367-3
( )	INDICATES RECORD DATA PER INST'S 5461, 4796 & 2908

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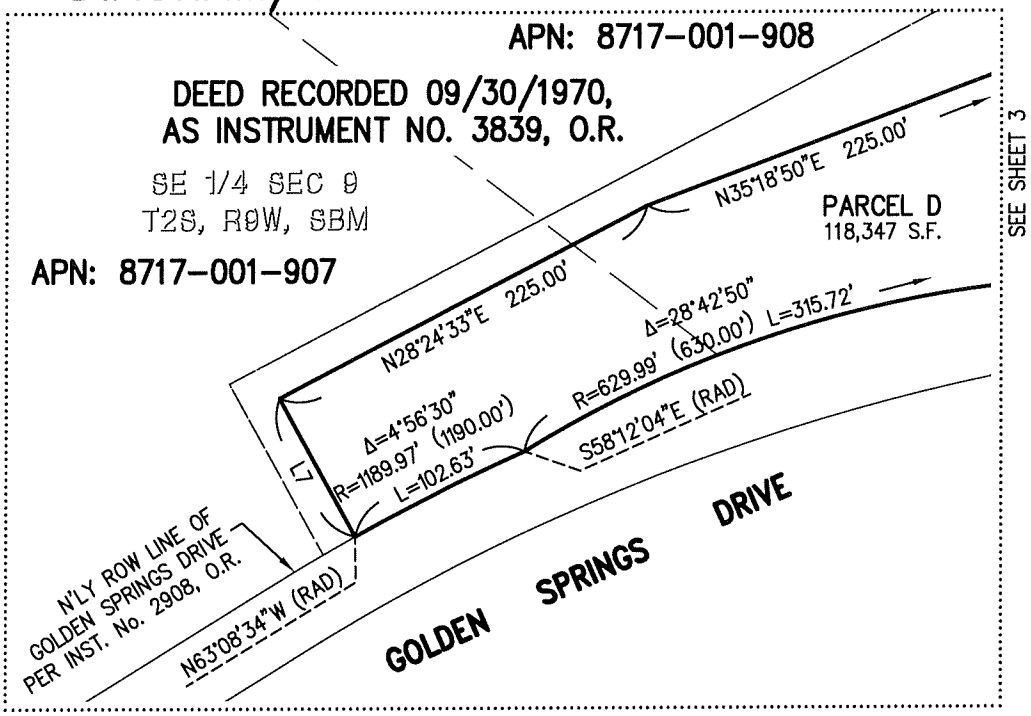
EXHIBIT "C-2"
DIAGRAM/MAP OF SLOPE EASEMENT



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N34°08'20"W	40.00'
L2	N34°08'20"W	31.06'
L3	N55°51'40"E	0.90'
L4	N55°53'16"E	(RAD.)
L5	N34°06'44"W	27.00'
L6	S73°12'19"W	14.04'
L7	N63°10'05"W	(RAD.)
L8	N19°24'33"W	75.73'
L9	N68°51'44"E	31.68'
L10	N08°41'25"E	30.29'
L11	N21°18'51"W	13.53'
L12	N51°18'35"W	26.27'
L13	S68°51'16"W	31.61'
L14	N19°24'33"W	11.72'
L15	N67°23'00"E	65.00'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	092°56'34"	27.00'	43.80'
C2	002°52'41"	629.99'	31.65'
C3	007°28'30"	1189.97'	155.25'
C4	087°13'50"	27.00'	41.11'
C5	000°13'50"	2279.00'	9.18'

LEGEND

DESCRIPTION AREA
AFFECTED PROPERTY
CENTERLINE
ADJACENT PROPERTY

[ ] INDICATED RECORD DATA PER COUNTY SURVEYOR'S MAP NO. B-5367-3

( ) INDICATES RECORD DATA PER INST'S 5461, 4796 & 2908

N

SCALE
1" = 100'

SHEET 4 OF 5

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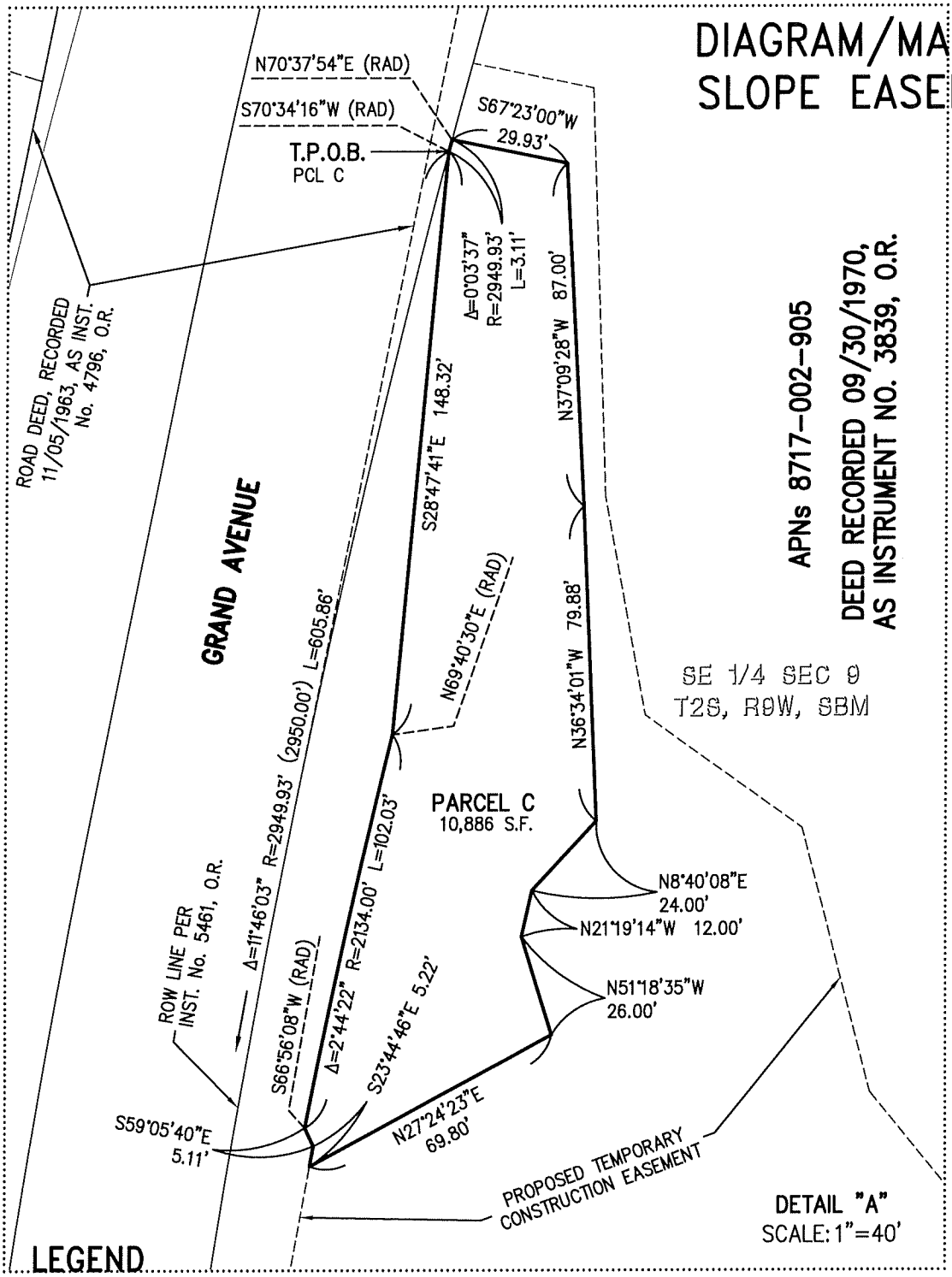
EXHIBIT "C-2"
DIAGRAM/MAP OF SLOPE EASEMENT



LEGEND

———	DESCRIPTION AREA
———	AFFECTED PROPERTY
— — —	CENTERLINE
— — —	ADJACENT PROPERTY
[ ]	INDICATED RECORD DATA PER COUNTY SURVEYOR'S MAP NO. B-5367-3
( )	INDICATES RECORD DATA PER INST'S 5461, 4796 & 2908

SCALE

SHEET 5 OF 5

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EXHIBIT T-1
LEGAL DESCRIPTION FOR RESERVED EASEMENT
TO COUNTY FOR TUNNEL PURPOSES

EXHIBIT "A"
LEGAL DESCRIPTION OF TUNNEL EASEMENT
APNs: 8717-001-908 & 8717-002-905

THOSE PORTIONS OF THAT CERTAIN PARCEL OF LAND IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 9 WEST, SAN BERNADINO MERIDIAN, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED IN THE DEED RECORDED SEPTEMBER 30, 1970, AS INSTRUMENT NO. 3839, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY REGISTRAR-RECORDER/COUNTY CLERK OF SAID COUNTY, AS SHOWN ON THE MAP FILED AS CSB 2937, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A

COMMENCING AT THE CENTERLINE INTERSECTION OF GOLDEN SPRINGS DRIVE (80.00 FEET WIDE) WITH GRAND AVENUE (100.00 FEET WIDE) AS SHOWN ON COUNTY SURVEYOR'S MAP NO. B-5367-3, ON FILE IN THE OFFICE OF THE DIRECTOR OF PUBLIC WORKS OF SAID COUNTY;

THENCE ALONG SAID CENTERLINE OF GOLDEN SPRINGS DRIVE, NORTH 55°51'40" EAST (RECORD NORTH 55°40'25" EAST), 385.89 FEET;

THENCE LEAVING SAID CENTERLINE, NORTH 34°08'20" WEST, 40.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE GOLDEN SPRINGS DRIVE, AS DESCRIBED IN THE ROAD DEED RECORDED OCTOBER 14, 1963, AS INSTRUMENT NO. 5461 IN BOOK D2218 PAGE 354, OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE OF GOLDEN SPRINGS DRIVE AND EASTERLY RIGHT OF WAY LINE OF SAID GRAND AVENUE, AS DESCRIBED IN SAID LAST MENTIONED DEED AND DEED RECORDED NOVEMBER 5, 1963, AS INSTRUMENT NO. 4796 IN BOOK D2246 PAGE 48, OF OFFICIAL RECORDS OF SAID COUNTY, THE FOLLOWING THREE (3) COURSES:

1) SOUTH 55°51'40" WEST, 306.18 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 27.00 FEET

2) WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 92°56'34" AN ARC LENGTH OF 43.80 FEET TO THE BEGINNING OF COMPOUND CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2949.93 (RECORD 2950.00) FEET; A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 58°48'14" EAST

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3) NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°58'06" AN ARC LENGTH OF 410.25 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT "A"**, AND TO THE **TRUE POINT OF BEGINNING**

THENCE CONTINUE NORTHWESTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°27'34" AN ARC LENGTH OF 23.65 FEET;

THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE OF GRAND AVENUE, THE FOLLOWING ELEVEN (11) COURSES:

1. NORTH 68°41'09" EAST, 51.87 FEET
2. NORTH 08°41'25" EAST, 27.73 FEET
3. SOUTH 81°18'35" EAST, 9.90 FEET
4. SOUTH 36°34'01" EAST, 4.26 FEET
5. SOUTH 08°40'08" WEST, 24.00 FEET
6. SOUTH 21°19'14" EAST, 12.00 FEET
7. SOUTH 51°18'35" EAST, 26.00 FEET
8. SOUTH 27°24'23" WEST, 11.19 FEET
9. SOUTH 38°41'25" WEST, 1.97 FEET
10. NORTH 51°18'35" WEST, 28.96 FEET
11. SOUTH 68°41'09" WEST, 51.16 FEET TO THE **TRUE POINT OF BEGINNING**

THE ABOVE DESCRIBED PARCEL CONTAINS 2,132 SQUARE FEET OR 0.049 ACRES, MORE OR LESS.

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EXHIBIT "A"
LEGAL DESCRIPTION OF TUNNEL EASEMENT
APNs: 8717-001-908 & 8717-002-905

PARCEL B

COMMENCING AT SAID **POINT "A"**;

THENCE SOUTH 68°35'01" WEST, 100.05 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID GRAND AVENUE, AND THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID SOUTHWESTERLY RIGHT OF WAY LINE, THE FOLLOWING NINE (9) COURSES:

1. SOUTH 68°41'09" WEST, 72.70 FEET
2. SOUTH 08°41'25" WEST, 34.76 FEET
3. NORTH 81°18'35" WEST, 13.00 FEET
4. NORTH 08°41'25" EAST, 33.29 FEET
5. NORTH 21°18'51" WEST, 13.53 FEET
6. NORTH 51°18'35" WEST, 29.27 FEET
7. NORTH 38°41'25" EAST, 13.00 FEET
8. SOUTH 51°18'35" EAST, 30.73 FEET
9. NORTH 68°41'09" EAST, 72.02 FEET THE SOUTHWESTERLY LINE OF THE LAND DESCRIBED IN THE DOCUMENT ENTITLED "ROAD DEED", 100.00 FEET WIDE EASEMENT FOR PUBLIC ROAD AND HIGHWAY PURPOSES, TO BE KNOWN AS GRAND AVENUE, RECORDED NOVEMBER 05, 1963, AS INSTRUMENT NO. 4796 IN BOOK D2246 PAGE 48, OFFICIAL RECORDS OF SAID COUNTY

THENCE ALONG SAID SOUTHWESTERLY LINE OF THE LAND DESCRIBED IN INSTRUMENT NO. 4796, SOUTH 22°46'28" EAST, 2.03 FEET TO THE SOUTHERLY CORNER OF SAID LAND DESCRIBED IN INSTRUMENT NO. 4796, SAID CORNER BEING THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 3,049.93 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE AND SAID SOUTHWESTERLY RIGHT OF WAY LINE OF GRAND AVENUE, THROUGH A CENTRAL ANGLE OF 00°24'47" AN ARC LENGTH OF 21.98 FEET TO THE **TRUE POINT OF BEGINNING**.

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EXHIBIT "A"
LEGAL DESCRIPTION OF TUNNEL EASEMENT
APNs: 8717-001-908 & 8717-002-905

THE ABOVE DESCRIBED PARCEL CONTAINS 2,794 SQUARE FEET OR 0.064 ACRES, MORE OR LESS.

BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE ON THE CALIFORNIA COORDINATE SYSTEM, ZONE V (NAD83), 1991.35 EPOCH. DIVIDE GRID DISTANCES SHOWN BY 0.999976526 TO OBTAIN GROUND LEVEL DISTANCES.

AS SHOWN ON EXHIBIT "B" ATTACHED HEREWITH AND MADE A PART HEREOF, PREPARED BY ME OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.

JAMES R. RIOS, PLS 8823

06/29/2020
DATE

PROFESSIONAL LAND SURVEYOR
JAMES R. RIOS
No. 8823
STATE OF CALIFORNIA

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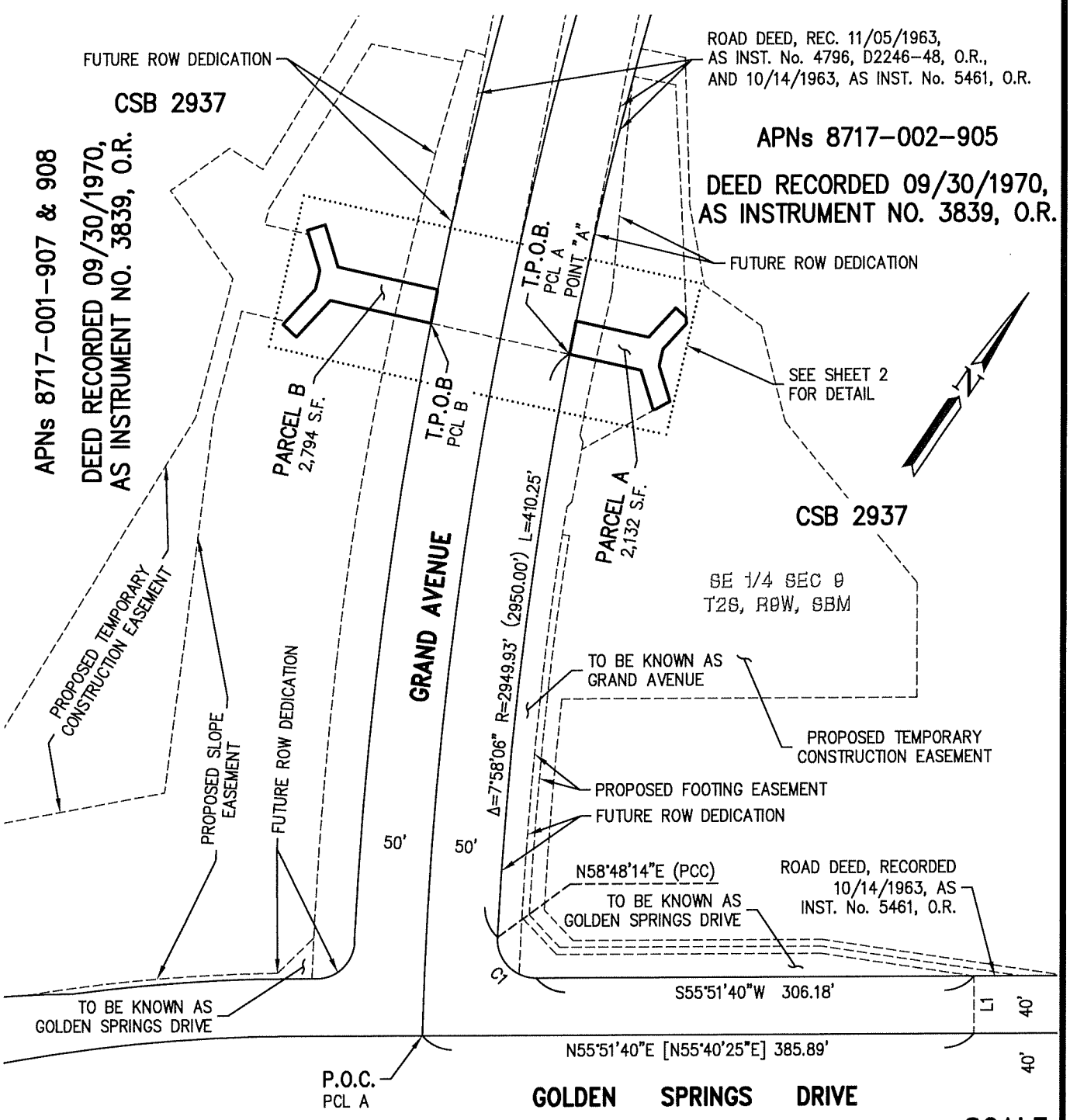
EXHIBIT T-2
MAP FOR RESERVED EASEMENT
TO COUNTY FOR TUNNEL PURPOSES

EXHIBIT "B" – TUNNEL EASEMENT



LEGEND

- DESCRIPTION AREA
- AFFECTED PROPERTY
- CENTERLINE
- ADJACENT PROPERTY
- [...] INDICATED RECORD DATA PER COUNTY SURVEYOR'S MAP NO. B-5367-3

SEE SHEET 2 FOR LINE AND CURVE TABLE

SCALE
1" = 100'
SHEET 1 OF 2

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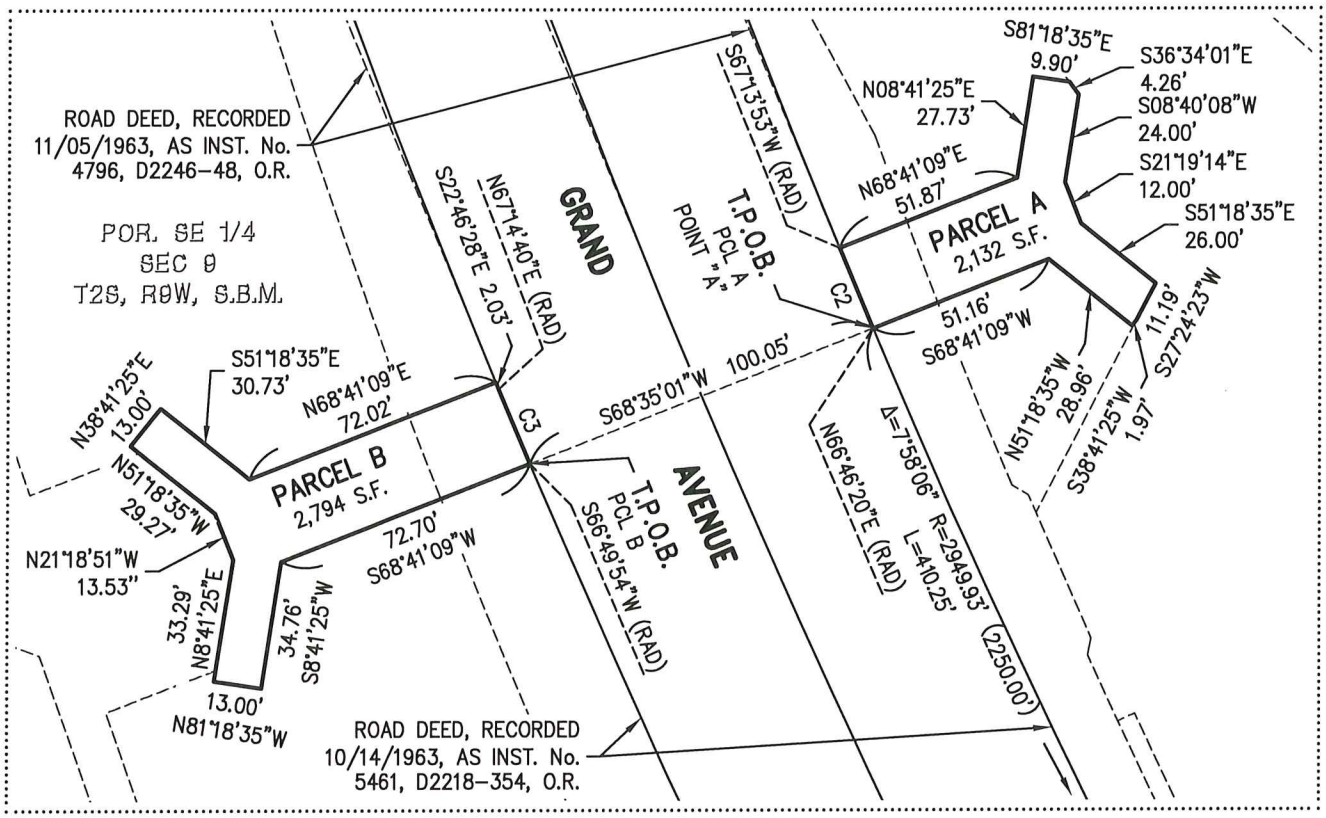
EXHIBIT "B" – TUNNEL EASEMENT



CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	092°56'34"	27.00'	43.80'
C2	000°27'34"	2949.93'	23.65'
C3	000°24'47"	3049.93'	21.98'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N34°08'20"W	40.00'

N

DETAIL
SCALE: 1"=50'
SHEET 2 OF 2

PROFESSIONAL LAND SURVEYOR
JAMES R. NOS
No. 8823
STATE OF CALIFORNIA

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EXHIBIT D

RECORDING REQUESTED BY: *
County of Los Angeles *
AND MAIL TO: *
City of Industry *
15625 E. Stafford Street, Suite 100 *
City of Industry, CA 91744 *
Attn: Troy Helling, City Manager *

Exhibit D

_____Space above this line for Recorder's use _____

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE GOVERNMENT CODE

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE REVENUE AND TAXATION CODE

ASSESSOR'S PARCEL NUMBER: 8717-002-905 (portion)

FOOTING EASEMENT

For valuable consideration, the receipt of which is hereby acknowledged, the **COUNTY OF LOS ANGELES** ("Grantor" or "County") does hereby grant to the City of Industry ("Grantee" or "City") this non-exclusive, assignable easement ("Footing Easement"), together with the rights of ingress and egress, to install, maintain, operate and use the Footing Easement area to construct a proposed concrete block retaining wall along Grand Avenue and Golden Spring Drive, and landscaping purposes and appurtenant surface structures ("Improvements"), at Grantee's sole cost, and no other purposes, in and across the real property in the City of Diamond Bar, County of Los Angeles, State of California, legally described in Exhibit D-1 and depicted in Exhibit D-2 and incorporated herein by this reference.

The foregoing grant of Footing Easement is subject to all matters of record and to the following reservations and conditions to which Grantor and Grantee (by the acceptance of this Footing Easement) agrees to keep and perform:

a. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.

b. Grantor shall indemnify, defend and hold harmless the Grantee, its Special Districts, elected and appointed officers, employees, agents and volunteers ("Grantee Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Footing Easement, except for such loss or damage arising from the sole active negligence or willful misconduct of the Grantee Indemnitees.

c. The Grantee shall indemnify, defend and hold harmless the Grantor, its employees, agents and volunteers ("Grantor Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses

(including attorney and expert witness fees), arising from and/or relating to this Footing Easement, except for such loss or damage arising from the sole active negligence or willful misconduct of the Grantor Indemnitees.

d. In no event shall Grantor be liable for any damage to the Footing Easement arising from the use of the Footing Easement by any third party in connection with the performance of such third party's duties and/or rights related to any easement in favor of such third party.

e. Under no circumstances is Grantee permitted to park or store vehicles or personal property within the Footing Easement.

f. Grantee shall be responsible for maintaining, repairing, replacing, and improving the Footing Easement in perpetuity. Should Grantee fail to do so in a reasonable amount of time, Grantor may perform any of said activities at Grantee's sole cost and expense to be reimbursed to Grantor by Grantee in a timely manner.

g. The provisions and conditions contained in the Footing Easement shall run with the land and shall be binding upon Grantor, Grantee and their agents, successors, and assigns.

Dated_____

COUNTY OF LOS ANGELES
A body corporate and politic

By_____
Norma E. Garcia
Director of Parks and Recreation

APPROVED AS TO FORM:

MARY C. WICKHAM

County Counsel

By: _____
Rory LoAllen
Deputy County Counsel

Exhibits:

1. Exhibit D-1: Legal Description for Footing Easement
2. Exhibit D-2: Map for Footing Easement

EXHIBIT D-1

LEGAL DESCRIPTION FOR FOOTING EASEMENT

EXHIBIT "D-1"
LEGAL DESCRIPTION OF FOOTING EASEMENT
APNs: 8717-002-905

THAT PORTION OF THAT CERTAIN PARCEL OF LAND IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 9 WEST, SAN BERNARDINO MERIDIAN, LYING WITHIN THE LAND IN THE UNINCORPORATED TERRITORY, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED IN THE DEED RECORDED SEPTEMBER 30, 1970, AS INSTRUMENT NO. 3839, OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WITHIN A STRIP OF LAND 5.00 FEET WIDE, THE SOUTHWESTERLY, SOUTHERLY, AND SOUTHEASTERLY SIDELINE OF SAID STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF GOLDEN SPRINGS DRIVE (80.00 FEET WIDE) WITH GRAND AVENUE (100.00 FEET WIDE), AS SHOWN ON COUNTY SURVEYOR'S MAP NO. B-5367-3, ON FILE IN THE OFFICE OF THE DIRECTOR OF PUBLIC WORKS OF SAID COUNTY;

THENCE ALONG SAID CENTERLINE OF GOLDEN SPRINGS DRIVE, NORTH 55°51'40" EAST (RECORD NORTH 55°40'25" EAST), 385.89 FEET, AS DESCRIBED IN THE DEED RECORDED OCTOBER 14, 1963, AS INSTRUMENT NO. 5461 OF SAID OFFICIAL RECORDS;

THENCE LEAVING SAID CENTERLINE, NORTH 34°08'20" WEST, 40.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID GOLDEN SPRINGS DRIVE;

THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE OF GOLDEN SPRINGS DRIVE AND EASTERLY RIGHT OF WAY LINE OF SAID GRAND AVENUE AS DESCRIBED IN SAID LAST MENTIONED DEED, THE FOLLOWING THREE (3) COURSES:

1. SOUTH 55°51'40" WEST, 306.18 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 27.00 FEET

2. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 92°56'34" AN ARC LENGTH OF 43.80 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2,949.93 FEET, A RADIAL LINE FROM SAID BEGINNING OF A CURVE BEARS NORTH 58°48'14" EAST

3. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°46'03" AN ARC LENGTH OF 605.86 FEET

THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE OF GRAND AVENUE, THE FOLLOWING SIX (6) COURSES:

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EXHIBIT "D-1"
LEGAL DESCRIPTION OF FOOTING EASEMENT
APNs: 8717-002-905

1. SOUTH 28°47'41" EAST, 148.32 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2,134.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 69°40'30" EAST

2. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°44'22" AN ARC LENGTH OF 102.03 FEET

3. SOUTH 59°05'40" EAST, 5.11 FEET

4. SOUTH 23°44'46" EAST, 42.45 FEET

5. SOUTH 11°36'07" WEST, 4.68 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2,133.75 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 65°34'52" EAST

6. SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°31'49" AN ARC LENGTH OF 19.74 FEET TO THE **TRUE POINT OF BEGINNING**

THENCE CONTINUE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°46'57" AN ARC LENGTH OF 103.63 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2,933.71 FEET, A RADIAL LINE FROM SAID BEGINNING OF A CURVE BEARS NORTH 62°16'06" EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°13'38" AN ARC LENGTH OF 165.24 FEET;

THENCE SOUTH 77°32'15" EAST, 35.78 FEET;

THENCE NORTH 55°51'38" EAST, 184.91 FEET;

THENCE NORTH 64°32'45" EAST, 107.85 FEET TO SAID NORTHERLY RIGHT OF WAY LINE OF GOLDEN SPRINGS DRIVE.

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EXHIBIT "D-1"
LEGAL DESCRIPTION OF FOOTING EASEMENT
APNs: 8717-002-905

THE SIDELINES OF THE ABOVE DESCRIBED 5.00-FOOT-WIDE STRIP OF LAND ARE TO BE PROLONGED OR SHORTENED AT THE ANGLE POINTS SO AS TO TERMINATE AT THEIR POINTS OF INTERSECTION.

THE NORTHWESTERLY SIDELINE OF SAID STRIP IS TO BE PROLONGED NORTHEASTERLY SO AS TO TERMINATE ON SAID NORTHERLY RIGHT OF WAY LINE OF GOLDEN SPRINGS DRIVE.

THE ABOVE DESCRIBED PARCEL CONTAINS 3,048 SQUARE FEET OR 0.070 ACRES, MORE OR LESS.

BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE ON THE CALIFORNIA COORDINATE SYSTEM, ZONE V (NAD83), 1991.35 EPOCH. DIVIDE GRID DISTANCES SHOWN BY 0.999976526 TO OBTAIN GROUND LEVEL DISTANCES.

THIS DESCRIPTION WAS PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.

AS SHOWN ON EXHIBIT "D-2" ATTACHED HEREWITH AND MADE A PART HEREOF, PREPARED BY ME OR UNDER MY DIRECTION.

06/29/2020

JAMES R. RIOS, PLS 8823 DATE

PROFESSIONAL LAND SURVEYOR
JAMES R. RIOS
No. 8823
STATE OF CALIFORNIA

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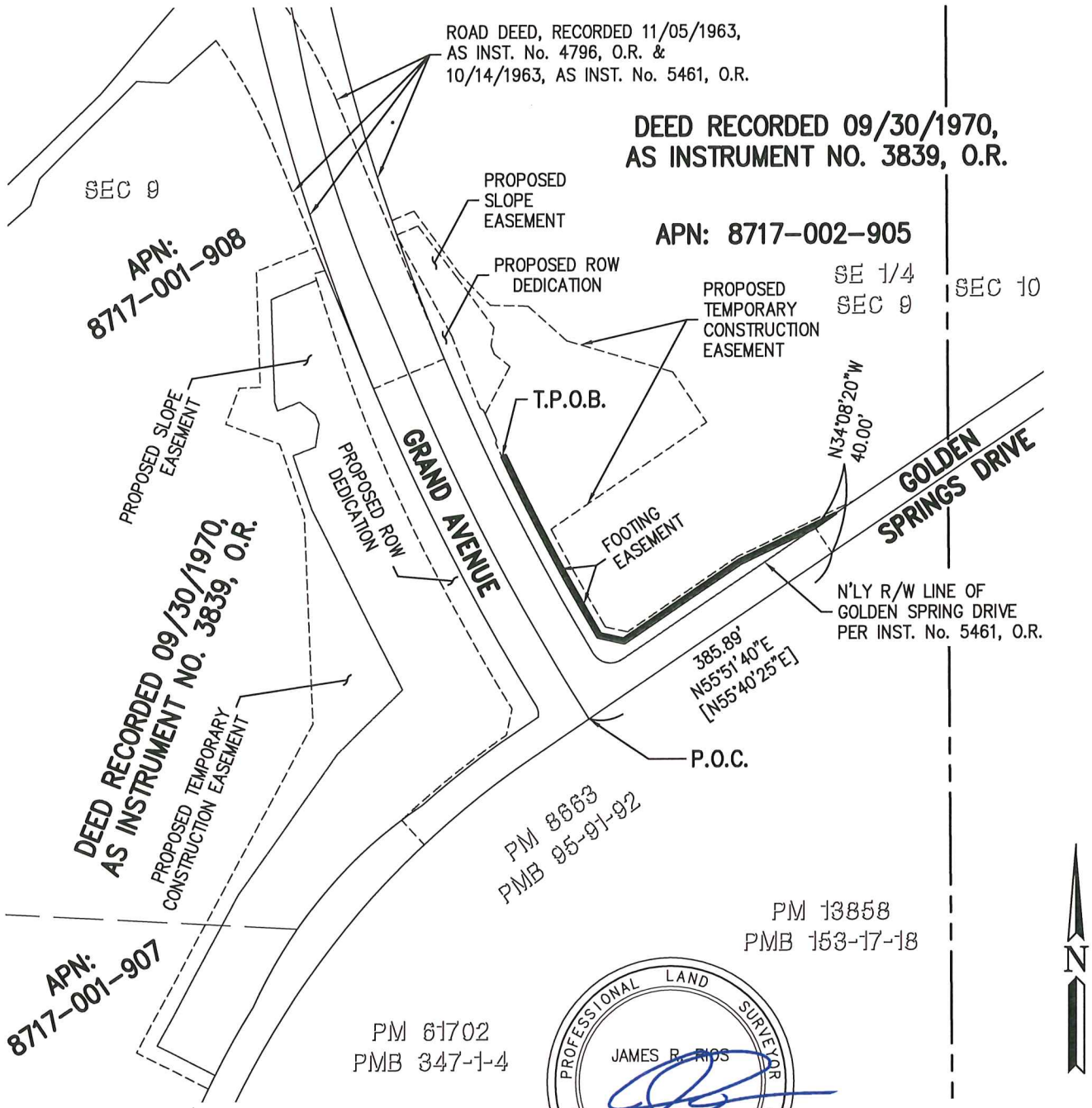
EXHIBIT D-2

MAP FOR FOOTING EASEMENT

EXHIBIT "D-2"
DIAGRAM/MAP OF FOOTING EASEMENT



PROFESSIONAL LAND SURVEYOR
JAMES R. RIOS
No. 8823
STATE OF CALIFORNIA

LEGEND

———	DESCRIPTION AREA
———	AFFECTED PROPERTY
— — —	CENTERLINE
— — —	ADJACENT PROPERTY
[ ]	INDICATED RECORD DATA PER COUNTY SURVEYOR'S MAP NO. B-5367-3
( )	INDICATES RECORD DATA PER INST. 5461

SCALE

1" = 200'

SHEET 1 OF 2

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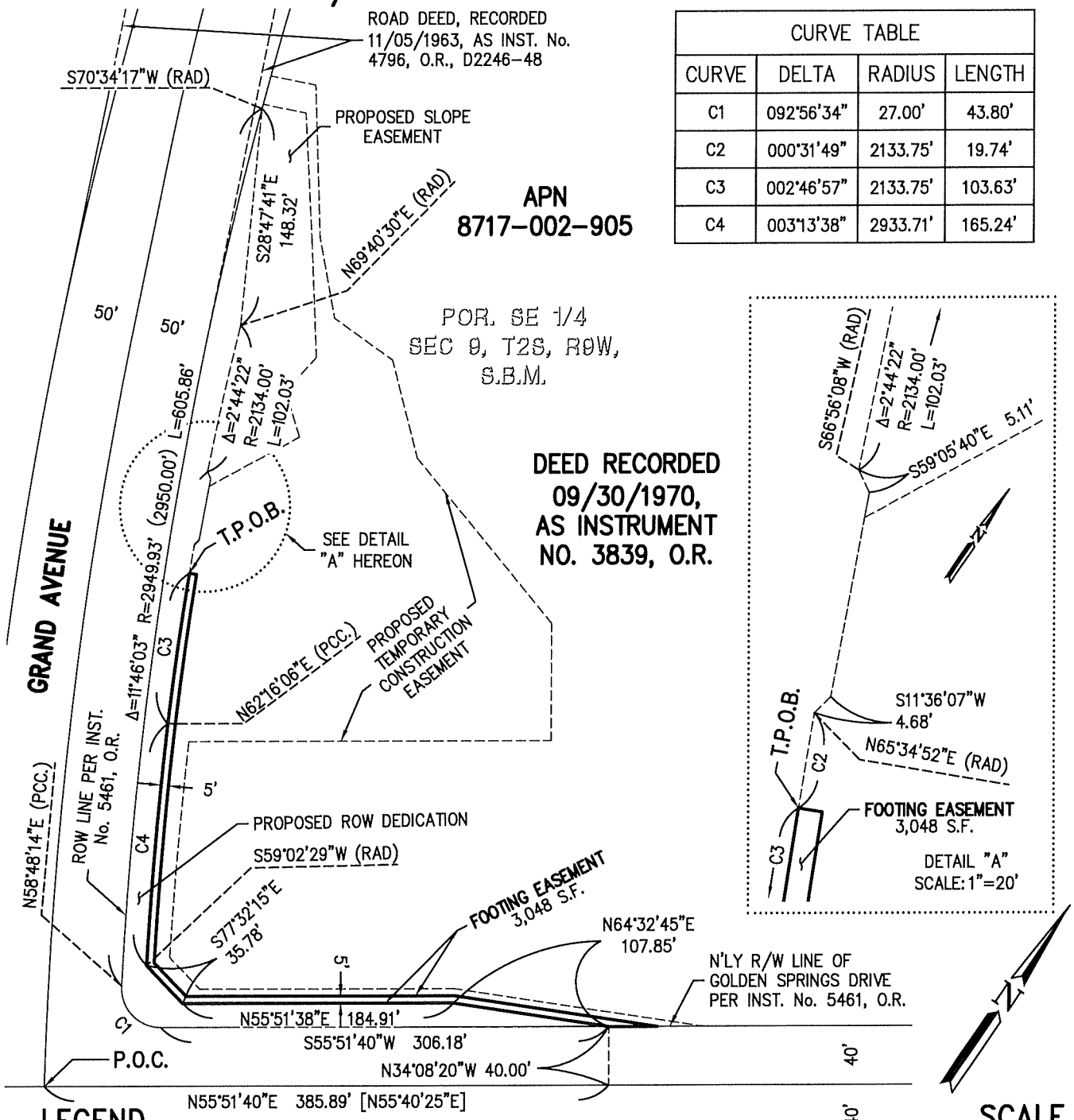
EXHIBIT "D-2"

DIAGRAM/MAP OF FOOTING EASEMENT

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	092°56'34"	27.00'	43.80'
C2	000°31'49"	2133.75'	19.74'
C3	002°46'57"	2133.75'	103.63'
C4	003°13'38"	2933.71'	165.24'



LEGEND

	DESCRIPTION AREA
	AFFECTED PROPERTY
	CENTERLINE
	ADJACENT PROPERTY
[ ]	INDICATED RECORD DATA PER COUNTY SURVEYOR'S MAP NO. B-5367-3
( )	INDICATES RECORD DATA PER INST. 5461

SCALE

1" = 100'

SHEET 2 OF 2

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EXHIBIT E

RECORDING REQUESTED BY: *
County of Los Angeles *
AND MAIL TO: *
City of Industry *
15625 E. Stafford Street, Suite 100 *
City of Industry, CA 91744 *
Attn: Troy Helling, City Manager *

Exhibit E

_____Space above this line for Recorder's use _____

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE GOVERNMENT CODE

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE REVENUE AND TAXATION CODE

ASSESSOR'S PARCEL NUMBER: 8717-001-907 (portion) and 8717-001-908 (portion)

ACCESS EASEMENT

For valuable consideration, the receipt of which is hereby acknowledged, the **COUNTY OF LOS ANGELES** ("Grantor" or "County") does hereby grant to the City of Industry ("Grantee" or "City") this non-exclusive, assignable easement ("Access Easement"), together with the rights of ingress and egress for maintenance purposes only in and across the parcels of real property in the City of Diamond, County of Los Angeles, State of California, legally described in Exhibit E-1 and depicted in Exhibit E-2 and incorporated herein by this reference.

The foregoing grant of Access Easement is subject to all matters of record and to the following reservations and conditions to which Grantor and Grantee (by the acceptance of this Access Easement) agrees to keep and perform:

a. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.

b. Grantee intends to access Diamond Bar Golf Course("Golf Course") for maintenance purposes to Grantee's owned in fee slope area.

c. Grantor shall indemnify, defend and hold harmless the Grantee, its Special Districts, elected and appointed officers, employees, agents and volunteers ("Grantee Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Access Easement, except for such loss or damage arising from the sole active negligence or willful misconduct of the Grantee Indemnitees.

d. The Grantee shall indemnify, defend and hold harmless the Grantor, its employees, agents and volunteers ("Grantor Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses

(including attorney and expert witness fees), arising from and/or relating to this Access Easement, except for such loss or damage arising from the sole active negligence or willful misconduct of the Grantor Indemnitees.

e. In no event shall Grantor be liable for any damage to the Access Easement arising from the use of the Access Easement by any third party in connection with the performance of such third party's duties and/or rights related to any easement in favor of such third party.

f. Grantee shall be responsible for maintaining, repairing, replacing, and improving the Access Easement in perpetuity. Should Grantee fail to do so in a reasonable amount of time, Grantor may perform any of said activities at Grantee's sole cost and expense to be reimbursed to Grantor by Grantee in a timely manner.

g. The provisions and conditions contained in the Access Easement shall run with the land and shall be binding upon Grantor, Grantee and their agents, successors, and assigns.

Dated_____

COUNTY OF LOS ANGELES
A body corporate and politic

By_____
Norma E. Garcia
Director of Parks and Recreation

APPROVED AS TO FORM:

MARY C. WICKHAM

County Counsel

By: _____
Rory LoAllen
Deputy County Counsel

Exhibits:

1. Exhibit E-1: Legal Description for Access Easement

2. Exhibit E-2: Map for Access Easement

EXHIBIT E-1

LEGAL DESCRIPTION FOR ACCESS EASEMENT

EXHIBIT "E-1"
LEGAL DESCRIPTION OF ACCESS EASEMENT
APNs: 8717-001-907 AND 908

THAT PORTION OF THAT CERTAIN PARCEL OF LAND IN THE SOUTHEAST QUARTER OF SECTION 9 AND THE NORTHEAST QUARTER OF SECTION 16, BOTH IN TOWNSHIP 2 SOUTH, RANGE 9 WEST, SAN BERNARDINO MERIDIAN, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED IN THE DEED RECORDED SEPTEMBER 30, 1970, AS INSTRUMENT NO. 3839, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WITHIN A STRIP OF LAND, 15.00 FEET WIDE, LYING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE CENTERLINE INTERSECTION OF GOLDEN SPRINGS DRIVE (80.00 FEET WIDE) WITH GRAND AVENUE (100.00 FEET WIDE), AS SHOWN ON COUNTY SURVEYOR'S MAP NO. B-5367-3, ON FILE IN THE OFFICE OF THE DIRECTOR OF PUBLIC WORKS OF SAID COUNTY;

THENCE ALONG SAID CENTERLINE OF GOLDEN SPRINGS DRIVE, THE FOLLOWING FOUR (4) COURSES:

1. SOUTH 55°53'16" WEST (RECORD SOUTH 55°40'25" WEST), 90.14 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1,149.97 (RECORD 1150.00) FEET

2. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°49'52" (RECORD 31°50'21") AN ARC LENGTH OF 638.88 (RECORD 639.05) FEET

3. SOUTH 24°03'24" WEST, 249.99 FEET (RECORD NORTH 23°50'04" EAST, 250.00 FEET) TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,149.97 (RECORD 1150.00) FEET

4. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°50'49" AN ARC LENGTH OF 338.13 FEET

THENCE LEAVING SAID CENTERLINE, NORTH 49°05'47" WEST, 40.18 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID GOLDEN SPRINGS DRIVE AS DESCRIBED IN THE ROAD DEED RECORDED AUGUST 18, 1970, AS INSTRUMENT NO. 2908 OF OFFICIAL RECORDS OF SAID COUNTY, AND THE **TRUE POINT OF BEGINNING**;

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THENCE LEAVING SAID NORTHWESTERLY RIGHT OF WAY LINE, THE FOLLOWING TEN (10) COURSES:

1. NORTH 49°28'23" WEST, 10.05 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 52.50 FEET

2. NORTHWESTERLY, NORTHERLY, AND NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 87°37'25" AN ARC LENGTH OF 80.29 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1047.49 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 51°50'58" WEST

3. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°07'20" AN ARC LENGTH OF 258.19 FEET

4. NORTH 24°01'42" EAST, 195.47 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 107.50 FEET

5. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°32'24" AN ARC LENGTH OF 57.30 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 107.50 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 83°29'18" EAST

6. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34°55'15" AN ARC LENGTH OF 65.52 FEET

7. NORTH 28°24'33" EAST, 97.81 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 92.50 FEET

8. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°13'13" AN ARC LENGTH OF 47.17 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 107.50 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 89°11'20" EAST

9. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°57'35" AN ARC LENGTH OF 59.96 FEET

10. NORTH 31°08'55" EAST, 7.13 FEET TO THE **POINT OF TERMINATION**

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EXHIBIT "E-1"
LEGAL DESCRIPTION OF ACCESS EASEMENT
APNs: 8717-001-907 AND 908

THE SIDELINES OF SAID STRIP SHALL BE LENGTHENED OR SHORTENED SO AS TO TERMINATE ON THE NORTHWESTERLY LINE OF LAND DESCRIBED IN SAID DEED.

THE ABOVE DESCRIBED PARCEL CONTAINS 13,183 SQUARE FEET OR 0.303 ACRES, MORE OR LESS.

BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE ON THE CALIFORNIA COORDINATE SYSTEM, ZONE V (NAD83), 1991.35 EPOCH. DIVIDE GRID DISTANCES SHOWN BY 0.999976526 TO OBTAIN GROUND LEVEL DISTANCES.

THIS DESCRIPTION WAS PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.

AS SHOWN ON EXHIBIT "E-2" ATTACHED HEREWITH AND MADE A PART HEREOF, PREPARED BY ME OR UNDER MY DIRECTION.

06/29/2020

JAMES R. RIOS, PLS 8823 DATE

PROFESSIONAL LAND SURVEYOR
JAMES R. RIOS
No. 8823
STATE OF CALIFORNIA

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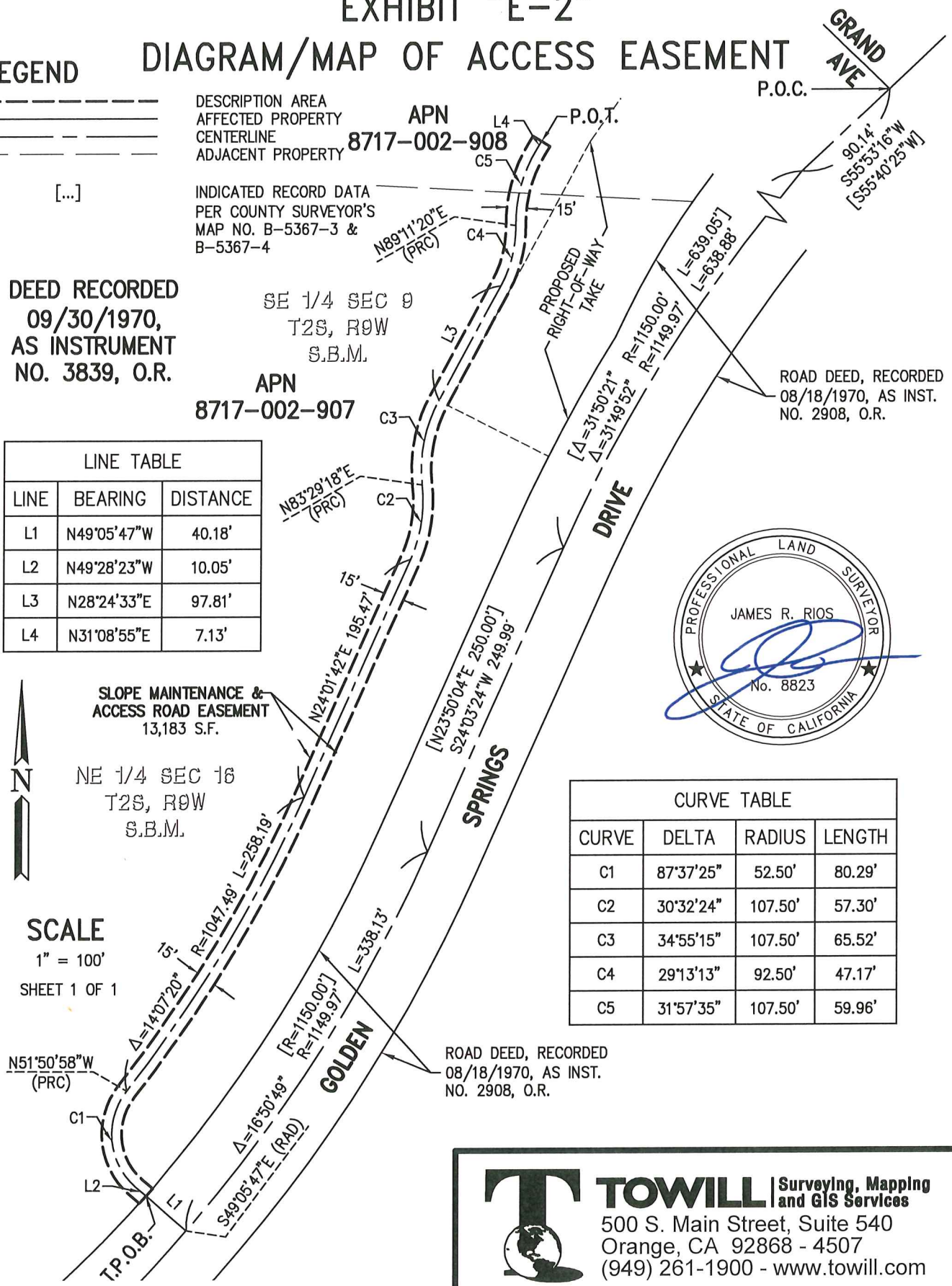
EXHIBIT E-2

MAP FOR ACCESS EASEMENT

EXHIBIT "E-2"

DIAGRAM/MAP OF ACCESS EASEMENT



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N49°05'47"W	40.18'
L2	N49°28'23"W	10.05'
L3	N28°24'33"E	97.81'
L4	N31°08'55"E	7.13'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	87°37'25"	52.50'	80.29'
C2	30°32'24"	107.50'	57.30'
C3	34°55'15"	107.50'	65.52'
C4	29°13'13"	92.50'	47.17'
C5	31°57'35"	107.50'	59.96'

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J:\EOJobs\15810 WKE SR 57-60 Intchg Imp\Office\CAD\Legals\15810_GSD_Maintenance Easement\15810_GSD_MAINT_EASE_EXB-B.dwg; Jun 29, 2020 - 1:30pm

EXHIBIT F

Integra Realty Resources
Los Angeles

Appraisal of Real Property

Diamond Bar Golf Course
22751 Golden Springs Dr.
Diamond Bar, Los Angeles County, California 91765

Prepared For:
County of Los Angeles Department of Parks and Recreation

Effective Date of the Appraisal:
May 5, 2020

Report Format:
Appraisal Report – Standard Format

IRR - Los Angeles
File Number: 121-2020-0138

Diamond Bar Golf Course
22751 Golden Springs Dr.
Diamond Bar, California

Integra Realty Resources
Los Angeles

16030 Ventura Boulevard
Suite 620
Encino, CA 91436-4473

T 818.290.5400
F 818.290.5401
www.irr.com

May 27, 2020

County of Los Angeles Department of Parks and Recreation
Attn: Lee Barocas, Associate Civil Engineer
C/O: County of Los Angeles Department of Public Works
1000 South Fremont Avenue, Building A-9 West, 3rd Floor - Unit #40
Alhambra, CA 91803

SUBJECT: Fair Market Value Appraisal
Diamond Bar Golf Course
Diamond Bar, Los Angeles County, California 91765
IRR - Los Angeles File No. 121-2020-0138

Dear Mr. Barocas:

Integra Realty Resources – Los Angeles is pleased to submit the accompanying appraisal of the referenced property. The purpose of the appraisal is to develop an opinion of the fair market value of the parts acquired. The acquisitions do not physically impact the structural improvements, and as such, we have valued the larger parcel as though vacant land, free and clear of any improvements, leases, or encumbrances.

The subject larger parcel contains 169.19 acres of land area. The property is zoned OS (Open Space) with a GC (Golf Course) General Plan Land Use designation. The subject larger parcel is located on the north and south sides of Grand Avenue, between the 57/60 Freeway Confluence and Golden Springs Road. The eastbound 60-Freeway on-ramp and off-ramp are located to the adjacent west of the larger parcel on the north and south sides of Grand Avenue.

The larger parcel is improved with the Diamond Bar Golf Course, which is a municipal golf course owned by the County of Los Angeles and operated by Los Angeles County Parks and Recreation. Our valuation is limited to the underlying land.

The City of Industry in cooperation with The California Department of Transportation (Caltrans) and Los Angeles County Metropolitan Transportation Authority (Metro) is reconfiguring the "57/60 Confluence" which is a two-mile stretch of highway where the two state freeways coincide. The "57/60 Confluence Project" is a three-phase project that will

add bypass lanes and reconfigure the existing ramp and interchange configurations. As a result of the project in the manner proposed the City of Industry is seeking to acquire four fee acquisitions, one permanent footing easement, one permanent access easement, and two temporary construction licenses (temporary construction easements "TCE") on the subject property.

As a result of the project in the manner proposed, four fee acquisitions easements, one permanent footing easement, one permanent access easement, and two temporary construction licenses are required on the subject property. On the north side of Grand Avenue, there is a proposed right of way dedication, which is a fee acquisition located to the adjacent west of Golden Springs Road and the adjacent north of Grand Avenue. There is a permanent footing easement located adjacent to the right of way fee acquisition area. There is an acquisition for a slope area located to the north of Grand Avenue. The acquisition for the slope area was also originally proposed to be a permanent easement, but has been converted to a fee acquisition. The TCE area on the north side of Grand Avenue essentially wraps around the proposed acquisitions.

On the south side of Grand Avenue, there is a right of way dedication, which is a fee acquisition, to the adjacent south of Grand Avenue. There is an acquisition for a slope area that is located to the adjacent south of Grand Avenue and adjacent west of Golden Springs Drive. The acquisition for the slope area was originally proposed to be a permanent easement, but has been converted to a fee acquisition. The TCE area on the south side of Grand Avenue essentially wraps around the fee acquisitions areas. There is also a proposed permanent access easement on the south side of Grand Avenue that extends from an access gate along Golden Springs Road north, terminating proximate to Grand Avenue.

The TCEs will have a duration of 18 months. It is our understanding that damages to the golf course that result from the permanent acquisitions are being mitigated for under a separate agreement. Improvements within the TCE area will be protected in place or replaced in kind. The acquisitions are summarized below.

Proposed Acquisition Summary - Subject Property

Parcel	Purpose of Acquisition	Land Area Affected (SF)
Parcel A	R/W Dedication (Fee Acquistion)	14,425
Parcel B	R/W Dedication (Fee Acquistion)	18,310
Parcel A	Slope Area (Fee Acquistion)	10,886
Parcel B	Slope Area (Fee Acquistion)	118,347
Parcel A	Retaining Wall Footing Easement (Pernmanent Easement)	3,048
Parcel A	Slope Maintenance Access Road (Permanent Easement)	13,183
Parcel A	Temporary Construction License	53,313
Parcel B	Temporary Construction License	48,858

Source: Legal Descpritions and Plats

The client is County of Los Angeles Department of Public Works. The intended user is the County of Los Angeles Deparment of Parks and Recreation.

The appraisal is intended to conform with the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, and the California Code of Civil Procedure. To report the assignment results, we use the Appraisal Report option of Standards Rule 2-2(a) of USPAP.

Based on the valuation analysis in the accompanying report, and subject to the definitions, assumptions, and limiting conditions expressed in the report, our opinion of value is as follows:

Valuation Summary

Date of Value: May 05, 2020

	Valuation Opinions	Value of Property Rights to be Acquired
Permanent Property Rights		
Value of Larger Parcel - Land Only	$7,369,918	
Value of the Permanent Parts Acquired - Land Only	$170,084	
Value of the Site Improvements within Permanent Parts Acquired	$538,426	
Total Value of Permanent Parts Acquired	$708,510	$708,510
Value of the Remainder as Portion of the Whole - Land Only	$7,199,834	
Value of the Remainder in the After Condition - Land Only	$7,199,834	
Severance Damages	$0	
Benefits	$0	
Net Severance Damages	$0	$0
Cost to Cure / Mitigation		$0
Fair Market Value of Permanent Acquisition		$708,510
Temporary Property Rights		
Value of Temporary Construction Easement (TCE) - Land Only	$12,261	
Value of Site Improvements within TCE	$0	
Total Value of Temporary Construction Easement	$12,261	$12,261
Total Fair Market Value of Proposed Acquisitions		$720,771
Rounded		$721,000

The TCE rental rate above of $12,261 is based on an 18 month TCE. The table below provides the TCE value for the entire 18 month term, as well as the value on a monthly and annual basis.

Temporary Construction Easement Indicated Value by Period

1.5 Years (18 Months)	Annual	Monthly
$12,261	$8,174	$681

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions that may affect the assignment results. An extraordinary assumption is uncertain information accepted as fact. If the assumption is found to be false as of the effective date of the appraisal, we reserve the right to modify our value conclusions.

1. Section 1263.330 of the California Code of Civil Procedure requires the appraiser to not consider any effect on the value of the property from the project, the eminent domain proceeding, or any preliminary actions of the acquiring agency. The appraisers investigated the real estate market for any influence these issues may have had in the market data selected and analyzed and could not find any. Therefore we have prepared the appraisal analysis of the subject property in the "before" condition under the extraordinary assumption that these activities have no effect on the value conclusions stated in this appraisal report. The use of this extraordinary assumption may have affected the assignment results.
2. We understand that damages to the subject are being compensated in a separate mitigation agreement and as such are not a part of this appraisal.

The value conclusions are based on the following hypothetical conditions that may affect the assignment results. A hypothetical condition is a condition contrary to known fact on the effective date of the appraisal but is supposed for the purpose of analysis.

1. The valuation of the "after" condition of the larger parcel requires the hypothetical condition that as of the date of value, the project has been completed per the descriptions, plans and specifications presented in this appraisal report. This may have affected the selection and analysis of comparable market data, the discussion of market trends and the description of the property. The use of this hypothetical condition may have affected the assignment results.

IMPORTANT MARKET CONDITIONS WARNING: Market Uncertainty from Novel Coronavirus (COVID-19)

The outbreak of the Novel Coronavirus (COVID-19), declared an outbreak by the World Health Organization (WHO) on January 30, 2020 and subsequently reclassified as a worldwide pandemic on March 11, 2020, has created substantial uncertainty in the worldwide financial markets. Concerns about the ongoing spread of the COVID-19 (Corona) Virus have resulted in cancellations of a substantial number of business meetings, conferences, and sporting and entertainment events in the coming 3-6 months; the implementation of personal quarantine procedures; a 30-day lock-out for travel from most of Europe to the U.S.; and substantial reductions (and restrictions) in other travel by air, rail, bus, and ship.

As of the effective date of this report, tourism, lodging, and tourist-related food and beverage and retail sectors are feeling negative effects due to the substantial decline in social movement and activity. A prolonged outbreak could have a significant (and yet unquantifiable) impact on other real estate sectors.

Based on our research for this appraisal, local real estate markets do not reflect any quantifiable change as a result of the current economic situation. However, further decline in the national and local economy could eventually have a negative impact on the pricing trend for land in the subject market. Uncertainty about future economic conditions is beginning to lead into a decrease in transactional activity and the availability of financing as

of the date of this appraisal. Our valuation is based upon the best information as of the effective date.

Given the degree of overall uncertainty present in the economy, forecasts and projections contained herein may change dramatically, or differently than projected under stable market conditions. Therefore, we recommend a more frequent review of this valuation, and advise the intended user to consider the current lack of overall economic stability in evaluating the use and reliability of the opinions expressed herein.

If you have any questions or comments, please contact the undersigned. Thank you for the opportunity to be of service.

Respectfully submitted,

Integra Realty Resources - Los Angeles

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CITY COUNCIL

ITEM NO. 6.4

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager TH

STAFF: Joshua Nelson, Director of Public Works/City Engineer JN

DATE: July 23, 2020

SUBJECT: Consideration of granting an Easement to Southern California Edison for the installation of electrical distribution facilities located at Tonner Canyon (MP 00-20)

Background:

The Los Angeles Region Interoperable Communications System ("LA-RICS") is building an emergency communications/first responder communications site at the City's Tonner Canyon property on the northerly side of the canyon adjacent to the City's water reservoir. Previously, the City signed an agreement with LA-RICS to utilize that area for this communication site.

LA-RICS is a JPA that was created in the early 2000s as a result of Homeland Security issues. One way to think of the communication system is to think of it like a private cell phone system for public agencies, law enforcement and fire departments to communicate when traditional mobile phone infrastructure may be down. It works in all parts of Los Angeles County and once fully implemented in those regions where coverage for conventional mobile networks is less than optimal. The City intends to join the JPA so that we may utilize this system especially at Tonner Canyon. The final piece of the tower construction at Tonner Canyon is to deliver electrical power to the tower. It is necessary to install 17 power poles to get power to the site. The area of land that is required for these power poles is owned by the City at Tonner Canyon, and therefore Southern California Edison ("SCE") has requested that the City grant it an easement for the construction and future maintenance of the power poles.

Discussion:

In order to provide electrical service at 2000 Tonner Canyon Road, SCE must acquire a right of way from the City to build the 17 power poles. Easement documents have been prepared and reviewed by the City Engineer. The easement grants SCE the right to construct, use, maintain, operate, alter, add to repair, replace, reconstruct, inspect and remove their overhead electrical supply systems. It also includes the rights of access

remove their overhead electrical supply systems. It also includes the rights of access and ingress and egress. We are recommending that the City not charge a fee for this easement because these poles will allow us to obtain a meter from SCE for very little cost to provide power to our adjacent water reservoir. Currently we must bring portable power to the reservoir when there is a need for electricity. The LA-RICS project is paying SCE 100% of the costs to install the poles and cabling. There is no cost to the City.

Fiscal Impact:

There is no fiscal impact associated with granting this easement. However, as was noted above, staff is recommending that we do not charge SCE for this easement.

Recommendation:

It is recommended that the City Council approve the easement to Southern California Edison in a form approved by the City Attorney.

Exhibit:

A. Southern California Edison Easement Documents and Grant Deed – Orange County
B. Southern California Edison Easement Documents and Grant Deed – Los Angeles County

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TH/JN/SC:as

EXHIBIT A

Southern California Edison Easement Documents and Grant Deed – Orange County

[Attached]

RECORDING REQUESTED BY

SOUTHERN CALIFORNIA
EDISON

An *EDISON INTERNATIONAL* Company

WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY
2 INNOVATION WAY, 2nd FLOOR
POMONA, CA 91768

Attn: Title and Real Estate Services

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SCE Doc. No.
GRANT OF EASEMENT

DOCUMENTARY TRANSFER TAX $ NONE VALUE AND CONSIDERATION LESS THAN $100.00) SCE Company SIG. OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	DISTRICT Covina	SERVICE ORDER TD1435203	SERIAL NO.	MAP SIZE
	FIM 092-4329-1 APN 308-031-32	APPROVED: GEOMATICS, LAND & INFORMATION MANAGEMENT	BY SLS/BT	DATE 03/09/2020

CITY OF INDUSTRY, a California municipal corporation, (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time overhead electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of poles, guy wires and anchors, crossarms, wires and other appurtenant fixtures and/or equipment necessary or useful, for distributing electrical energy and for transmitting intelligence, data and/or communications (eg. through fiber optic cable), in, on, over, along and across that certain real property in the County of Orange, State of California, described as follows:

FOR LEGAL DESCRIPTION, SEE EXHIBITS "A" AND "B", BOTH ATTACHED HERETO AND MADE A PART HEREOF.

Grantor further grants, bargains, sells and conveys unto the Grantee the right of assignment, in whole or in part, to others, without limitation, and the right to apportion or divide in whatever manner Grantee deems desirable, any one or more, or all, of the easements and rights, including but not limited to all rights of access and ingress and egress granted to the Grantee by this Grant of Easement.

Grantor agrees for himself, his heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the hereinbefore described easement area. The Grantee, and its contractors, agents and employees, shall have the right to trim or top such trees and to cut such roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

EXECUTED this _____ day of _____, 20____.

GRANTOR

CITY OF INDUSTRY, a California municipal corporation

_____
Signature

_____
Print Name

_____
Title

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

State of California)

County of _____)

On _____ before me, _____, a Notary Public, personally appeared

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXECUTED this _____ day of _____, 20__.

GRANTEE

SOUTHERN CALIFORNIA EDISON COMPANY,
a corporation

_____
Signature

_____
Print Name

_____
Title

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

State of California)

County of _____)

On _____ before me, _____, a Notary Public, personally appeared

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"

VARIOUS STRIPS OF LAND LYING WITHIN SECTION 5, TOWNSHIP 3 SOUTH, RANGE 9 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, THE CENTERLINES OF SAID STRIPS ARE DESCRIBED AS FOLLOWS:

STRIP #1 (10.00 FEET WIDE)

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 5, SAID NORTH QUARTER CORNER IS DEPICTED ON A RECORD OF SURVEY, AS PER MAP FILED IN BOOK 99, PAGES 29 THROUGH 35 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, STATE OF CALIFORNIA; THENCE ALONG THE NORTHERLY LINE OF SAID SECTION 5, NORTH 89°00'10" WEST 212.67 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE LEAVING THE NORTHERLY LINE OF SAID SECTION 5, SOUTH 31°48'50" EAST 135.00 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE SOUTH 50°27'25" EAST 242.57 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B"; THENCE NORTH 82°26'35" EAST 192.84 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "C"; THENCE SOUTH 55°13'09" EAST 57.00 FEET TO A POINT OF ENDING.

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO TERMINATE NORTHWESTERLY IN THE NORTHERLY LINE OF SAID SECTION 5 AND TO JOIN AT THE ANGLE POINTS.

STRIP #2 (4.00 FEET WIDE)

BEGINNING AT SAID POINT "C"; THENCE NORTH 82°26'35" EAST 16.00 FEET TO A POINT OF ENDING.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN STRIP #1 DESCRIBED HEREINABOVE.

STRIP #3 (4.00 FEET WIDE)

BEGINNING AT SAID POINT "B"; THENCE SOUTH 50°27'25" EAST 20.00 FEET TO A POINT OF ENDING.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN STRIP #1 DESCRIBED HEREINABOVE.

STRIP #4 (4.00 FEET WIDE)

BEGINNING AT SAID POINT "B"; THENCE SOUTH 82°26'35" WEST 20.00 FEET TO A POINT OF ENDING.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN STRIP #1 DESCRIBED HEREINABOVE.

STRIP #5 (4.00 FEET WIDE)

BEGINNING AT SAID POINT "A"; THENCE SOUTH 48°51'52" WEST 20.00 FEET TO A POINT OF ENDING.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN STRIP #1 DESCRIBED HEREINABOVE.

FOR SKETCH TO ACCOMPANY LEGAL DESCRIPTION, SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

Prepared by me or under my supervision:

Dated: March 17, 2020

Glenn M. Bakke

Glenn M. Bakke R.C.E. #18619 Exp. 06-30-2021

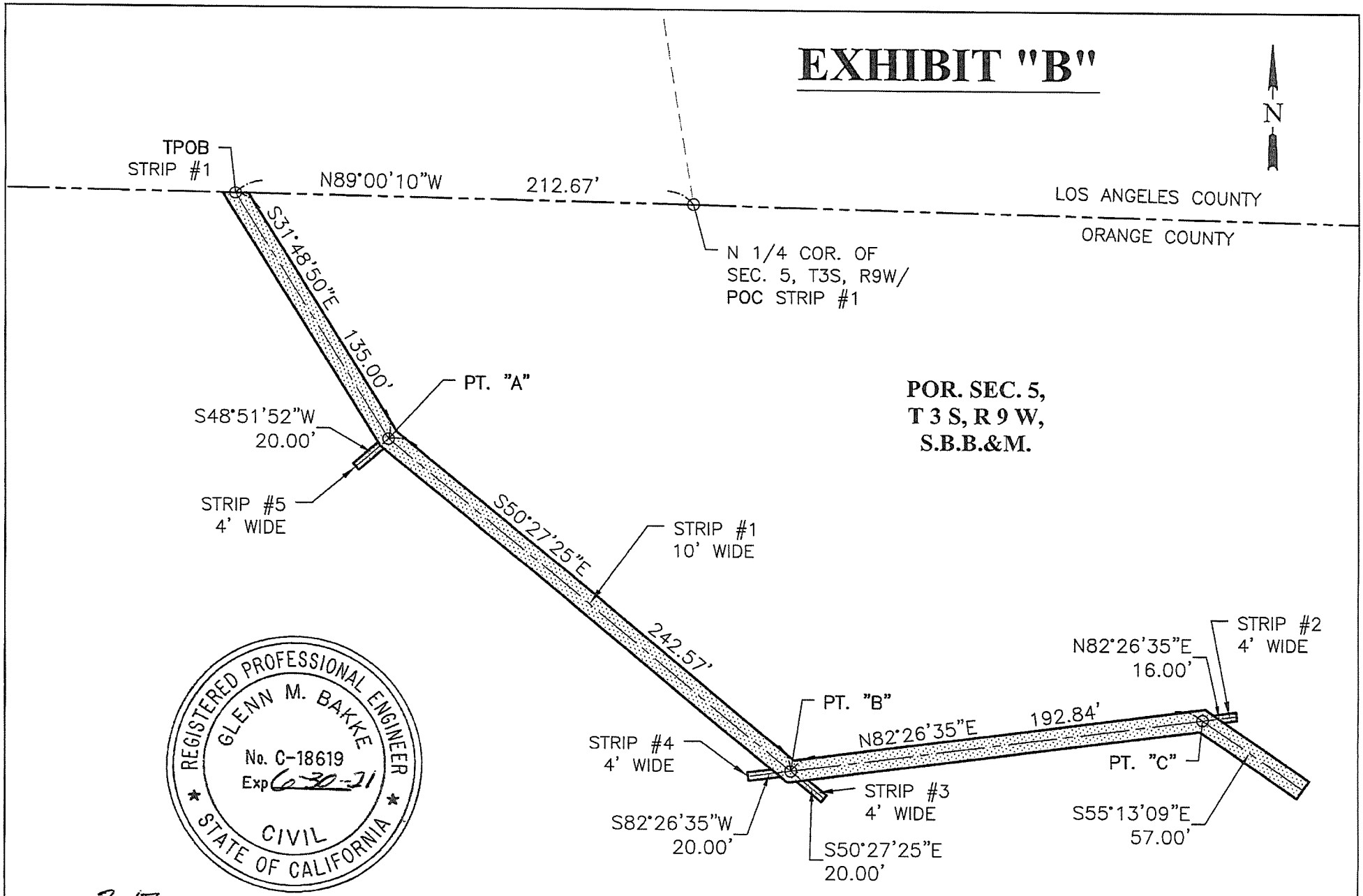
DSE801934686
TD1435203

EXHIBIT B

Southern California Edison Easement Documents and Grant Deed – Los Angeles County

[Attached]

EXHIBIT "B"



Dated 3-17, 2020

Glenn M. Bakke

Glenn M. Bakke R.C.E.# 18619 Exp. 6-30-21

RECORDING REQUESTED BY

SOUTHERN CALIFORNIA
EDISON

An *EDISON INTERNATIONAL* Company

WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY

2 INNOVATION WAY, 2nd FLOOR
POMONA, CA 91768

Attn: Title and Real Estate Services

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SCE Doc. No.

GRANT OF EASEMENT

DOCUMENTARY TRANSFER TAX $ NONE VALUE AND CONSIDERATION LESS THAN $100.00) SCE Company SIG. OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	DISTRICT Covina FIM 092-4329-1 APN 8714-028-270, 8714-029-270	SERVICE ORDER TD1435203 APPROVED: GEOMATICS, LAND & INFORMATION MANAGEMENT	SERIAL NO. BY SLS/BT	MAP SIZE DATE 03/09/2020

CITY OF INDUSTRY, a California municipal corporation, (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time overhead and underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of poles, guys and anchors, crossarms, wires, underground conduits, cables, vaults, manholes, handholes, and including aboveground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence, data and/or communications (eg. through fiber optic cable), in, on, over, along and across that certain real property in the County of Los Angeles, State of California, described as follows:

FOR LEGAL DESCRIPTION, SEE EXHIBITS "A" AND "B", BOTH ATTACHED HERETO AND MADE A PART HEREOF.

Grantor further grants, bargains, sells and conveys unto the Grantee the right of assignment, in whole or in part, to others, without limitation, and the right to apportion or divide in whatever manner Grantee deems desirable, any one or more, or all, of the easements and rights, including but not limited to all rights of access and ingress and egress granted to the Grantee by this Grant of Easement.

Grantor agrees for himself, his heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the hereinbefore described easement area. The Grantee, and its contractors, agents and employees, shall have the right to trim or top such trees and to cut such roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

EXECUTED this _____ day of _____, 20____.

GRANTOR

CITY OF INDUSTRY, a California municipal corporation

_____
Signature

_____
Print Name

_____
Title

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

State of California)

County of _____)

On _____ before me, _____, a Notary Public, personally appeared

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXECUTED this _____ day of _____, 20__.

GRANTEE

SOUTHERN CALIFORNIA EDISON COMPANY,
a corporation

_____
Signature

_____
Print Name

_____
Title

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

State of California)

County of _____)

On _____ before me, _____, a Notary Public, personally appeared

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"

VARIOUS STRIPS OF LAND LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 9 WEST, SAN BERNARDINO BASE AND MERIDIAN, AND WITHIN LOT 12 OF PUENTE CRUDE OIL CO'S LAND, AS PER MAP RECORDED ON 2, PAGES 29 AND 30 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

STRIP #1 (10.00 FEET WIDE) (OVERHEAD SYSTEMS)

THE CENTERLINE OF SAID STRIP IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 32, SAID SOUTH QUARTER CORNER IS DEPICTED ON A RECORD OF SURVEY, AS PER MAP FILED IN BOOK 180, PAGES 13 THROUGH 16 OF RECORD OF SURVEYS, IN THE OFFICE OF SAID COUNTY RECORDER; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 32, NORTH 88°57'23" WEST 212.67 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE LEAVING THE SOUTHERLY LINE OF SAID SECTION 32, NORTH 31°46'03" WEST 122.00 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE NORTH 25°46'57" WEST 243.59 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B"; THENCE NORTH 36°36'24" WEST 251.64 FEET; THENCE NORTH 33°50'01" WEST 254.59 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "C"; THENCE NORTH 53°34'01" WEST 260.43 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "D"; THENCE NORTH 37°24'37" WEST 249.89 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "E"; THENCE NORTH 48°20'17" WEST 251.60 FEET; THENCE NORTH 50°18'30" WEST 259.03 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "F"; THENCE NORTH 55°03'28" WEST 251.14 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "G"; THENCE NORTH 50°02'29" WEST 240.11 FEET; THENCE NORTH 40°19'35" WEST 253.44 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "H"; THENCE NORTH 50°36'02" WEST 249.96 FEET; THENCE NORTH 45°22'07" WEST 160.56 FEET; THENCE NORTH 46°17'30" WEST 160.11 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "I"; THENCE SOUTH 79°19'08" WEST 249.77 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "J"; THENCE CONTINUING SOUTH 79°19'08" WEST 5.00 FEET TO A POINT OF ENDING, SAID POINT HEREINAFTER REFERRED TO AS POINT "K".

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO TERMINATE SOUTHEASTERLY IN THE SOUTHERLY LINE OF SAID SECTION 32 AND TO JOIN AT THE ANGLE POINTS.

STRIP #2 (4.00 FEET WIDE) (OVERHEAD SYSTEMS)

BEGINNING AT SAID POINT "K"; THENCE SOUTH 79°19'08" WEST 25.00 FEET TO A POINT OF ENDING.

STRIP #3 (6.00 FEET WIDE) (UNDERGROUND SYSTEMS)

BEGINNING AT SAID POINT "J"; THENCE SOUTH 10°40'52" EAST 1.41 FEET; THENCE SOUTH 43°09'24" WEST 15.85 FEET; THENCE SOUTH 76°01'45" WEST 16.78 FEET; THENCE SOUTH 78°45'00" WEST 16.00 FEET TO A POINT OF ENDING.

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO JOIN AT THE ANGLE POINTS.

STRIP #4 (4.00 FEET WIDE) (OVERHEAD SYSTEMS)

BEGINNING AT SAID POINT "I"; THENCE NORTH 46°17'30" WEST 25.00 FEET TO A POINT OF ENDING.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN STRIP #1 DESCRIBED HEREINABOVE.

STRIP #5 (4.00 FEET WIDE) (OVERHEAD SYSTEMS)

BEGINNING AT SAID POINT "I"; THENCE NORTH 79°19'08" EAST 30.00 FEET TO A POINT OF ENDING.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN STRIP #1 DESCRIBED HEREINABOVE.

STRIP #6 (4.00 FEET WIDE) (OVERHEAD SYSTEMS)

BEGINNING AT SAID POINT "H"; THENCE NORTH 44°32'11" EAST 20.00 FEET TO A POINT OF ENDING.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN STRIP #1 DESCRIBED HEREINABOVE.

STRIP #7 (4.00 FEET WIDE) (OVERHEAD SYSTEMS)

BEGINNING AT SAID POINT "G"; THENCE SOUTH 37°27'01" WEST 20.00 FEET TO A POINT OF ENDING.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN STRIP #1 DESCRIBED HEREINABOVE.

STRIP #8 (4.00 FEET WIDE) (OVERHEAD SYSTEMS)

BEGINNING AT SAID POINT "F"; THENCE NORTH 37°19'01" EAST 20.00 FEET TO A POINT OF ENDING.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN STRIP #1 DESCRIBED HEREINABOVE.

STRIP #9 (4.00 FEET WIDE) (OVERHEAD SYSTEMS)

BEGINNING AT SAID POINT "E"; THENCE NORTH 47°07'33" EAST 20.00 FEET TO A POINT OF ENDING.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN STRIP #1 DESCRIBED HEREINABOVE.

STRIP #10 (4.00 FEET WIDE) (OVERHEAD SYSTEMS)

BEGINNING AT SAID POINT "D"; THENCE SOUTH 44°30'41" WEST 14.00 FEET TO A POINT OF ENDING.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN STRIP #1 DESCRIBED HEREINABOVE.

STRIP #11 (4.00 FEET WIDE) (OVERHEAD SYSTEMS)

BEGINNING AT SAID POINT "C"; THENCE NORTH 46°17'59" EAST 14.00 FEET TO A POINT OF ENDING.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN STRIP #1 DESCRIBED HEREINABOVE.

STRIP #12 (4.00 FEET WIDE) (OVERHEAD SYSTEMS)

BEGINNING AT SAID POINT "B"; THENCE NORTH 58°48'20" EAST 20.00 FEET TO A POINT OF ENDING.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN STRIP #1 DESCRIBED HEREINABOVE.

STRIP #13 (4.00 FEET WIDE) (OVERHEAD SYSTEMS)

BEGINNING AT SAID POINT "A"; THENCE SOUTH 61°13'30" WEST 20.00 FEET TO A POINT OF ENDING.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN STRIP #1 DESCRIBED HEREINABOVE.

FOR SKETCH TO ACCOMPANY LEGAL DESCRIPTION, SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

REGISTERED PROFESSIONAL ENGINEER
GLENN M. BAKKE
No. C-18619
Exp 6-30-21
CIVIL
STATE OF CALIFORNIA

Prepared by me or under my supervision:

Dated: March 17, 2020

Glenn M. Bakke

Glenn M. Bakke R.C.E. #18619 Exp. 06-30-2021

DSE801934686
TD1435203

EXHIBIT "B"

300 0 300 600
scale 1"= 300' feet

POR. SW 1/4 OF SEC. 32, T2S, R9W, S.B.B.&M.

N

E'LY LINE OF W 1/2 OF SEC. 32

S 1/4 COR. OF SEC. 32/ POC STRIP #1

SEE DETAIL A SHEET 2

STRIP #1 10' WIDE (OH)

STRIP #6 4' WIDE (OH)

STRIP #7 4' WIDE (OH)

STRIP #8 4' WIDE (OH)

STRIP #9 4' WIDE (OH)

STRIP #10 4' WIDE (OH)

STRIP #11 4' WIDE (OH)

STRIP #12 4' WIDE (OH)

STRIP #13 4' WIDE (OH)

PT. "A" PT. "B" PT. "C" PT. "D" PT. "E" PT. "F" PT. "G" PT. "H"

L1 L2 L3 L4 L5 L6 L7 L8 L9 L10 L11 L12 L13 L14 L15 L25 L26 L27 L28 L29 L30 L31 L32

180/13-16 R.S.

TPOB STRIP #1

LOT 12

PUENTE CRUDE OIL CO'S LAND
M.B. 2/29-30

LOT 19

LOS ANGELES COUNTY
ORANGE COUNTY

*** SEE SHEET 2 FOR LINE DATA

LEGEND

DENOTES SCE OVERHEAD EASEMENT AREA

DENOTES SCE UNDERGROUND EASEMENT AREA

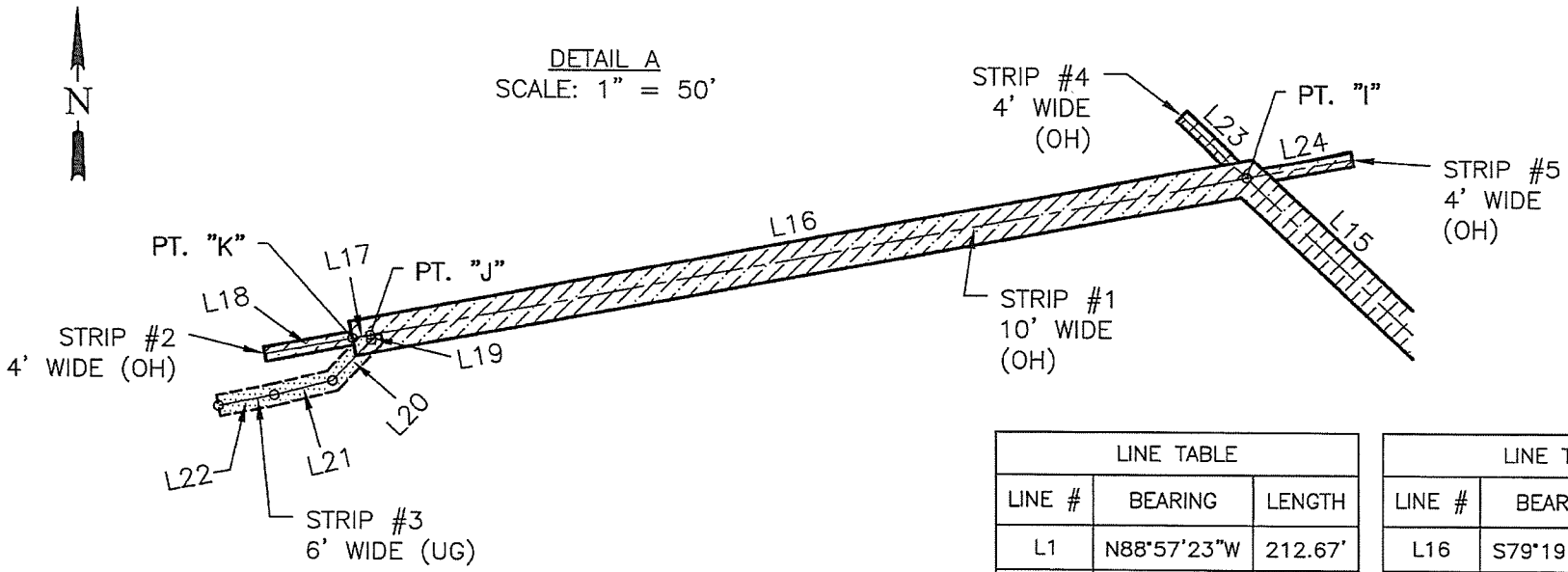
POC = POINT OF COMMENCEMENT
TPOB = TRUE POINT OF BEGINNING
OH = OVERHEAD SYSTEMS
UG = UNDERGROUND SYSTEMS

REGISTERED PROFESSIONAL ENGINEER
GLENN M. BAKKE
No. C-18619
Exp 6-30-21
CIVIL
STATE OF CALIFORNIA

Dated 3-17, 2020

Glenn M. Bakke

Glenn M. Bakke R.C.E.# 18619 Exp. 6-30-21



LINE TABLE		
LINE #	BEARING	LENGTH
L1	N88°57'23"W	212.67'
L2	N31°46'03"W	122.00'
L3	N25°46'57"W	243.59'
L4	N36°36'24"W	251.64'
L5	N33°50'01"W	254.59'
L6	N53°34'01"W	260.43'
L7	N37°24'37"W	249.89'
L8	N48°20'17"W	251.60'
L9	N50°18'30"W	259.03'
L10	N55°03'28"W	251.14'
L11	N50°02'29"W	240.11'
L12	N40°19'35"W	253.44'
L13	N50°36'02"W	249.96'
L14	N45°22'07"W	160.56'
L15	N46°17'30"W	160.11'

LINE TABLE		
LINE #	BEARING	LENGTH
L16	S79°19'08"W	249.77'
L17	S79°19'08"W	5.00'
L18	S79°19'08"W	25.00'
L19	S10°40'52"E	1.41'
L20	S43°09'24"W	15.85'
L21	S76°01'45"W	16.78'
L22	S78°45'00"W	16.00'
L23	N46°17'30"W	25.00'
L24	N79°19'08"E	30.00'
L25	N44°32'11"E	20.00'
L26	S37°27'01"W	20.00'
L27	N37°19'01"E	20.00'
L28	N47°07'33"E	20.00'
L29	S44°30'41"W	14.00'
L30	N46°17'59"E	14.00'
L31	N58°48'20"E	20.00'
L32	S61°13'30"W	20.00'

LEGEND

DENOTES SCE OVERHEAD EASEMENT AREA

DENOTES SCE UNDERGROUND EASEMENT AREA

OH = OVERHEAD SYSTEMS
UG = UNDERGROUND SYSTEMS

CITY COUNCIL

ITEM NO. 6.5

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager TH

STAFF: Sam Pedroza, Public Affairs Manager SP

DATE: July 23, 2020

SUBJECT: Consideration of ratifying the expenditure of $38,068.00 for the City's profile publication in Civic Publications, Inc.'s 2020 Community Profiles Magazine Special Section Issue

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Background:

Civic Publications, Inc., publishes a variety of special sections that are inserted in the Los Angeles Times. The special section publication focuses on specific issues such as water, sustainable living, and civic leadership. The "2020 Community Profiles Magazine" is the flagship annual publication special section which highlights the profiles of the 88 cities and other local agencies in Los Angeles County. The Community Profiles Magazine provided an opportunity for the City to update readers on the mission and goals for the City of Industry.

Discussion:

The City Manager authorized a five-page feature published in the 2020 Community Profiles Magazine, which was received by more than 200,000 newspaper readers of the Los Angeles Times on June 30, 2020. Staff could not present the item to City Council prior to publication due to print deadlines.

As Council is well aware, over the past few years, the City has purchased multi-page features in the Community Profiles Magazine. At this time, staff is requesting the City Council ratify the expenditure of $38,068.00 for publication in the 2020 Community Profiles Magazine.

Fiscal Impact:

In the Fiscal Year 2020/2021 budget, $350,000.00 was approved for Community Promotions and Economic Development. No appropriations are required at this time (Account No. 100-621-5601).

Recommendation:

1) Staff recommends that the City Council ratify the approval of the publication in the 2020 Community Profiles Magazine issue in the amount of $38,068.00.

Exhibit:

A. 2020 Community Profiles Magazine

TH/SP:yp

EXHIBIT A

2020 Community Profiles Magazine Issue

[Attached]

THE 2020 GUIDE TO LA COUNTY CITIES

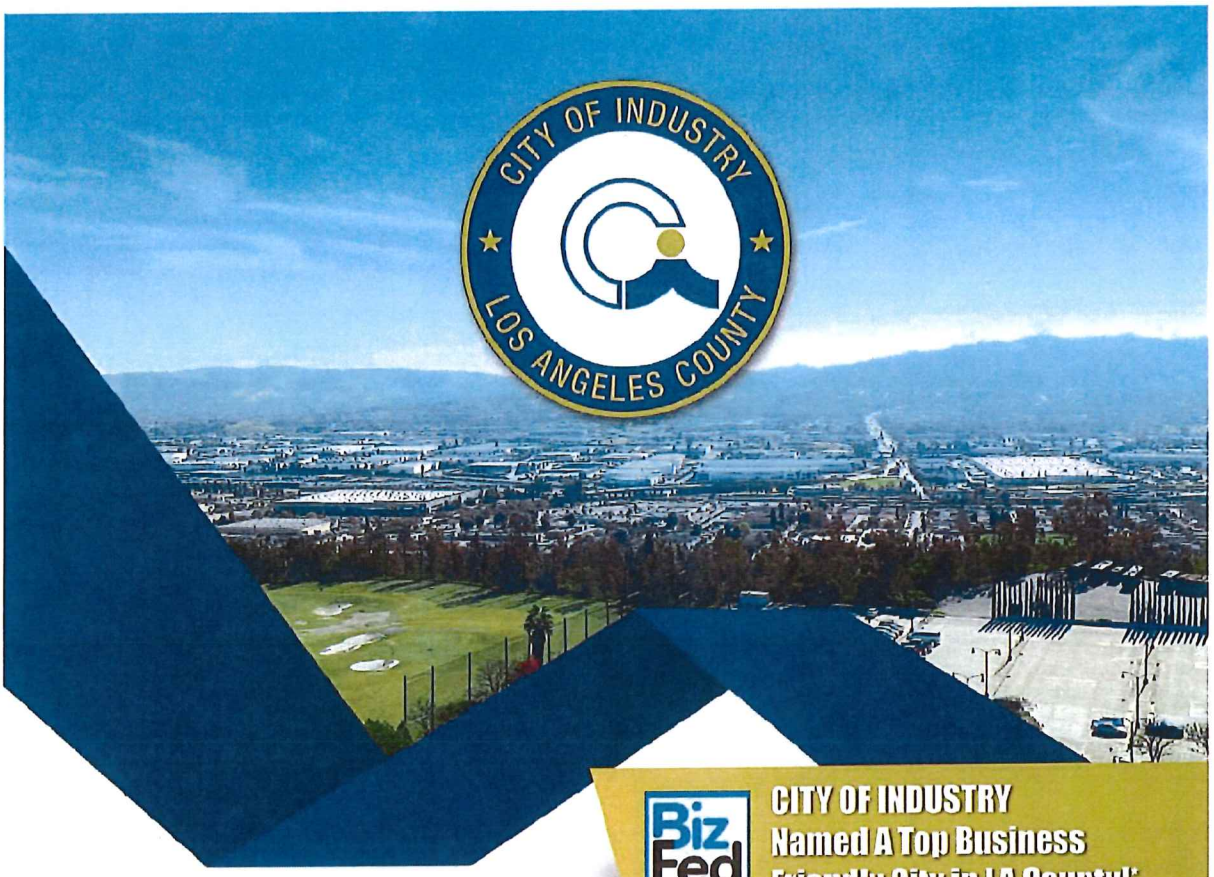
COMMUNITY PROFILES

DEMOGRAPHICS • NUMBERS • PUBLIC INFORMATION

A comprehensive source of facts and statistics about the people, places and governments of 88 vital communities.

Published by CIVIC Publications Inc.

ADVERTISING SUPPLEMENT TO THE LOS ANGELES TIMES AND THE SOUTHERN CALIFORNIA NEWSPAPER GROUP
This supplement did not involve the editorial staff of the Los Angeles Times or the Southern California Newspaper Group.



BizFed

CITY OF INDUSTRY Named A Top Business Friendly City in LA County!*

INDUSTRY WORKS...

...so that your business can too.

The City of Industry is a City designed for business. Come see why over 3000 businesses make City of Industry work for them.

NO Business License Fees

NO Manufacturing Fees

NO Utility Fees

NO Hour Restrictions for Operation

LEARN MORE AT
www.CITYOFINDUSTRY.org
www.INDUSTRYBUSINESSCOUNCIL.org

*Based on the 2019 BizFed Los Angeles Pulse Poll Conducted by Employers Group

City of Industry Mayor Cory Moss, right, along with Industry Business Council Executive Director Joanne McClaskey.

Mayor Cory Moss, the city's first female mayor, addresses community and business leaders at the State of the City luncheon.

CITY OF INDUSTRY
Has Clear Vision for the Future

By Elizabeth Smilor

The City of Industry is looking to the future by honoring its past.

"Our city was envisioned as a city to foster business. It was clear then and it is clear now," said Mayor Cory Moss in her State of the City address. "Today, we are home to over 3,000 businesses. Our successful businesses continue to provide an economic boon for our region. As these businesses flourish, they directly create over 67,000 jobs and support over 209,000 jobs in L.A. County."

The City of Industry, which was founded in 1957, is steadfastly focused on creating, supporting and improving jobs, enterprise and regional infrastructure. In 2019, the city was recognized by BizFed (Los Angeles County Business Federation) as one of the top two locations to do business in Los Angeles County.

"All we have to do is look to 2019 to be excited about 2020," said City Councilmember Mark Radecki. "We are moving forward at a good pace."

"Our city was envisioned as a city to foster business .... Today, we are home to over 3,000 businesses. Our successful businesses continue to provide an economic boon for our region."

Cory Moss
Mayor, City of Industry

At the State of the City event in January, Moss and other city leaders pointed to several completed and ongoing projects. The city has successfully advocated for improvements to the SR-57/SR-60 freeway confluence, which is the worst truck bottleneck in California and the fourth worst in the nation. City Manager Troy Helling said they will continue to work with the City of Diamond Bar, representatives in Washington D.C. and other agencies to improve the chokepoint.

Another ongoing project to improve traffic flow in the city is the addition of grade separations at the city's eight rail-roadway crossings. Five have been completed and two more are under way. The city is working with ACE (Alameda Corridor-East Project) to put roadways under or over rail lines to improve traffic and freight flow, and prevent accidents.

City leaders took a big step toward honoring the region's past with a historic joint partnership between the City of Industry and the cities of Diamond Bar and Chino Hills to preserve the 2,500-acre Tres Hermanos Ranch.

[See City of Industry, Page 14]

Above, City of Industry leaders at the State of the City event. From left: IBC Board Member Clem Calvillo, Mayor Pro-Tem Catherine Marcucci, Councilmember Newell Ruggles, Industry Business Council Board of Directors President Dean Yamagata, Haddick's Towing Co-Owner Bonnie Welch, Mayor Cory Moss, IBC Executive Director Joanne McClaskey, IBC Director David M. Perez, and Councilmember Mark Radecki. At right, Majestic Realty Co. senior vice presidents at the event, from left: Mike Roski, Hank Darnell, Terry Baker and Kent Valley.

[City of Industry, from Page 13]

The city continues to support regional resources, including the Industry Sheriff's Youth Activities League (YAL), the Industry Hills Charity Pro Rodeo, Delhaven Community Center and the Workman & Temple Family Homestead Museum.

"The city today continues the proud tradition of supporting these programs of generosity, awareness and assistance," said Moss. "These opportunities allow our businesses to give back, which has proven to be an essential part of successful businesses."

"It is important that we understand the businesses in our communities, learn what they want and deliver it."

Joanne McClaskey
IBC Executive Director

Supporting businesses is precisely the purpose of the Industry Business Council (IBC), a non-profit professional business organization created to foster a business-friendly community. IBC Executive Director Joanne McClaskey spoke about the importance of understanding the types of businesses in the city to better serve their needs. The group plans to conduct an intensive study of business demographics in 2020.

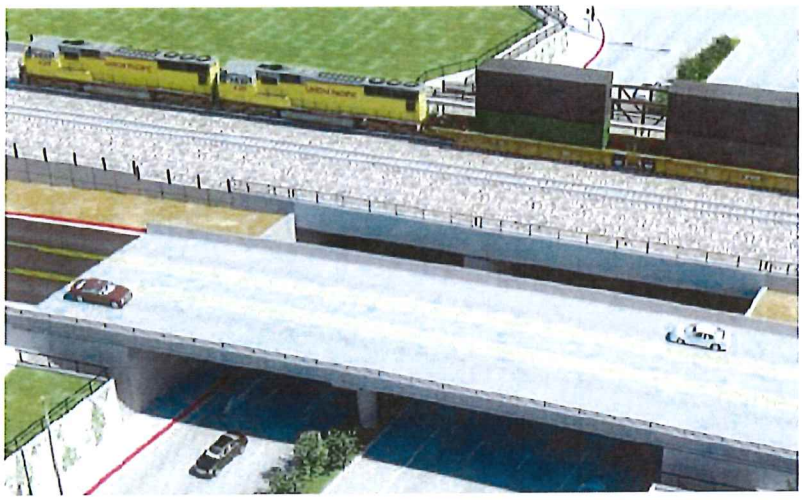
"It is important that we understand the businesses in our communities, learn what they want and deliver it," McClaskey said.

Kent Valley, executive vice president of Majestic Realty, appreciates all that IBC does. Majestic Realty will be adding three industrial warehouse and e-commerce buildings near the 57/60 interchange.

Troy Helling
Industry City Manager

"The Industry Business Council with the support of the city does a lot to support industries through their Sacramento lobbyists," Valley said. "We look forward to developing more facilities in the City of Industry in the future."

City Manager Helling pointed to the addition of another business in the city: a new Penske Volvo and Jaguar dealership.



The City of Industry has worked closely with ACE (Alameda Corridor-East Project) to put roadways under or over rail lines. Above is a rendering of the Fullerton Road grade separation, which is scheduled for completion in 2023. At right, the South Grand Avenue westbound clip on ramp has been completed. The City of Industry continues to work with Caltrans and neighboring cities to improve traffic flow at the SR-57/SR-60 freeway confluence.

"As with any major project, the timeline is always longer than we hoped, but I believe that the wait for this dealership will be well worth it," he said. "As city manager, I remain focused on our commitment to business. Our business community is the cornerstone of everything we do here in the City of Industry."

"Our business community is the cornerstone of everything we do here in the City of Industry."

Troy Helling
Industry City Manager

Dean Yamagata, president of the IBC Board of Directors, reiterated the importance of the IBC's work with the city and its businesses.

"We have an energized board ready to facilitate communication between the city and businesses," he said. "We hope to further our business friendly mission."

This support of business is grounded in the City of Industry's history.

"We are a city of humble beginnings that has overcome much to become an economic hub of the San Gabriel Valley, creating an environment for businesses to thrive," Moss said, looking back at past leaders. At the event former Mayor David Perez, who served from 2001-2012, was honored with a commemorative coin.

"That was special," said his nephew and IBC Director David M. Perez. "The city is well-positioned for the future, but it's important to respect our past as we look to the future."

City Mourns Loss of a Legend

Former City of Industry Mayor David Perez died on Feb. 10 following a long illness. He was 74. Though he left the post in 2012, he was still known as "Mayor Dave" around the city.

"He was one of the city's giants," said current Mayor Cory Moss. "He was a very dear friend and mentor, and he will always be remembered as a devoted civic leader who thought in terms of tomorrow." It was not uncommon, Moss said, to see "Mayor Dave" driving around the city, taking note of anything in need of attention.

As mayor for 12 years, Perez played a major role in the redevelopment of the city. He helped increase the number of retail, industrial and manufacturing businesses in the city, making the city's redevelopment agency one of California's largest and most successful entities of its kind. He led the efforts to create the auto mall along the 60 Freeway and oversaw the passage in 2009 of a $500-million bond to fund the city's modernizing improvements to infrastructure.

He was a lifelong resident of the city, leaving the area only to serve in the Navy as crew chief on a patrol plane in the 1960s. Perez supported many non-profit organizations, including as president of the El Monte Boys and Girls Club. He was active in the Gabriel Foundation and a founding member of the Industry Sheriff's Station Youth Activities League (YAL).

Known by his family as Uncle Dave, he is survived by his wife Shirley, his brother Pat, and several nieces and nephews.