



City of Industry Property and Housing Management Authority

REGULAR MEETING AGENDA
NOVEMBER 13, 2024
10:30 a.m.

Chair Ken Calvo
Vice Chair Tim Seal
Board Member Jim Bickel
Board Member Phil Cook
Board Member Timothy O’Gorman

Location: City Council Chambers, 15651 Mayor Dave Way, City of Industry, California

Addressing the Authority:

- < **Agenda Items:** Members of the public may address the Authority on any matter listed on the Agenda. In order to conduct a timely meeting, there will be a one-minute time limit per person for any matter listed on the Agenda. Anyone wishing to speak to the Authority is asked to complete a Speaker’s Card which can be found at the back of the room and at each podium. The completed card should be submitted to the City Clerk prior to the Agenda item being called and prior to the individual being heard by the Authority.
- < **Public Comments (Non-Agenda Items):** Anyone wishing to address the Authority 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 one-minute time limit per person for the Public Comments portion of the Agenda. State law prohibits the Authority from taking action on a specific item unless it appears on the posted Agenda. Anyone wishing to speak to the Authority is asked to complete a Speaker’s Card which can be found at the back of the room and at each podium. The completed card should be submitted to the City Clerk prior to the Agenda item being called by the City Clerk and prior to the individual being heard by the Authority.

At the time of publication, no Board Members intend to take part in the meeting remotely under the provisions of AB 2449. Should that change between the time of publication and the start of the meeting, a live webcasting of the meeting will be accessible via the link, meeting ID, and meeting passcode listed below. Whenever possible, an announcement will be made at the start of the meeting via the live webcast to confirm whether or not a Board Member will join remotely. If they will not be joining remotely, then the live webcast will terminate after the announcement.

www.microsoft.com/microsoft-teams/join-a-meeting

Meeting ID: 224 179 116 854

Passcode: MPVJMU

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

+1 657-204-3264 United States

Phone Conference ID: 363 292 089#

Americans with Disabilities Act:

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

Agendas and other writings:

< In compliance with SB 343, staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 Mayor Dave Way, Suite 100, City of Industry, California, at the office of the City Clerk during regular business hours, Monday through Thursday 8:00 a.m. to 5:00 p.m., Friday 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. AB 2449 Vote on Emergency Circumstances (if necessary)
4. Roll Call
5. Presentations
6. **CONSENT CALENDAR**

6.1 Consideration of the Register of Demands for November 13, 2024

RECOMMENDED ACTION: Approve the Register of Demands.

6.2 Consideration of Amendment No. 1 to the Professional Services Agreement with C & C Engineering, Inc., for engineering services, revising the rate schedule

RECOMMENDED ACTION: Approve the Amendment.

6.3 Ratification of a License Agreement with Shri Guru Singh Sabha, Inc., for Access to Assessor's Parcel Numbers 8762-002-901 and 8762-002-902 located at 20137 East Walnut Drive South to be used as Overflow Parking for a Special Event

RECOMMENDED ACTION: Ratify the License Agreement.

7. **ACTION ITEMS-NONE**
8. **PUBLIC HEARINGS- NONE**
9. **CLOSED SESSION -NONE**
10. **EXECUTIVE DIRECTOR REPORTS**

11. **AB 1234 REPORTS**
12. **BOARD MEMBER COMMUNICATIONS**
13. **PUBLIC COMMENTS**
14. Adjournment. Next regular meeting: Wednesday, December 11, 2024, at 10:30 a.m.

*CITY OF INDUSTRY PROPERTY AND HOUSING
MANAGEMENT AUTHORITY*

ITEM NO. 6.1

INDUSTRY PROPERTY & HOUSING MANAGEMENT AUTHORITY

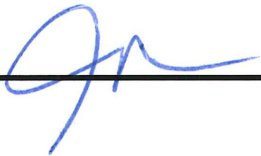
AUTHORIZATION FOR PAYMENT OF BILLS

Board Meeting November 13, 2024

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
124	IPHMA - CAPITAL IMPROVEMENT	0.00
160	INDUSTRY PROPERTY & HOUSING	83,689.82
TOTAL ALL FUNDS		83,689.82

<u>BANK</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
IPHMA.WF.CHK	WELLS FARGO CHECKING	83,689.82
TOTAL ALL BANKS		83,689.82

APPROVED PER EXECUTIVE DIRECTOR



DATE

11/7/2024

**Industry Property and Housing Management Authority
Board Meeting
November 13, 2024**

Check	Date	Payee Name		Check Amount
IPHMA.WF.CHK - IPHMA Wells Fargo Checking				
200720	10/09/2024	ROWLAND WATER DISTRICT		\$588.83
	Invoice	Date	Description	Amount
	2025-00000555	09/25/2024	8/6-9/8/24 SVC-17217 & 17229 CHESTNUT-IRR	\$389.95
	2025-00000556	09/25/2024	8/6-9/8/24 SVC-17217 CHESTNUT ST.	\$115.76
	2025-00000557	09/25/2024	8/6-9/8/24 SVC-17229 CHESTNUT ST.	\$83.12
200721	10/09/2024	SOCALGAS		\$30.37
	Invoice	Date	Description	Amount
	2025-00000558	10/04/2024	8/30-10/2/24 SVC-16200 TEMPLE APT 202 BUNKHOUSE	\$30.37
200722	10/23/2024	WALNUT VALLEY WATER DISTRICT		\$86.38
	Invoice	Date	Description	Amount
	5127286	10/07/2024	9/1-9/30/24 SVC-22002 VALLEY BLVD	\$39.64
	5131784	10/10/2024	9/4-10/2/24 SVC-20137 WALNUT DR	\$46.74
200723	10/30/2024	ROWLAND WATER DISTRICT		\$531.71
	Invoice	Date	Description	Amount
	2025-00000676	10/23/2024	9/8-10/7/24 SVC-17217 & 17229 CHESTNUT-IRR	\$345.07
	2025-00000677	10/23/2024	9/8-10/7/24 SVC-17217 CHESTNUT ST	\$111.68
	2025-00000678	10/23/2024	9/8-10/7/24 SVC-17229 CHESTNUT ST	\$74.96
200724	11/06/2024	LA PUENTE VALLEY COUNTY WATER		\$2,055.14
	Invoice	Date	Description	Amount
	2025-00000711	11/01/2024	8/19-10/16/24 SVC-15652 NELSON	\$465.64
	2025-00000712	11/01/2024	8/19-10/16/24 SVC-15702 NELSON	\$249.84
	2025-00000713	11/01/2024	8/19-10/16/24 SVC-15714 NELSON	\$390.94
	2025-00000714	11/01/2024	8/19-10/16/24 SVC-15722 NELSON	\$386.79

**Industry Property and Housing Management Authority
Board Meeting
November 13, 2024**

Check	Date		Payee Name	Check Amount
IPHMA.WF.CHK - IPHMA Wells Fargo Checking				
	2025-00000715	11/01/2024	8/19-10/16/24 SVC-15730 NELSON	\$270.59
	2025-00000716	11/01/2024	8/19-10/16/24 SVC-15736 NELSON	\$291.34
200725	11/13/2024		CNC ENGINEERING	\$6,532.50
	Invoice	Date	Description	Amount
	511288	10/24/2024	GENERAL ENG SVC/MAINT-14063 PROCTOR AVE	\$30.00
	511289	10/24/2024	GENERAL ENG SVC/MAINT-16218 E TEMPLE AVE	\$120.00
	511290	10/24/2024	GENERAL ENG SVC/MAINT-16200 TEMPLE AVE UNIT D	\$60.00
	511291	10/24/2024	GENERAL ENG SVC/MAINT-16200 TEMPLE AVE BUNKH	\$60.00
	511292	10/24/2024	GENERAL ENG SVC/MAINT-15736 NELSON AVE	\$60.00
	511293	10/24/2024	GENERAL ENG SVC/MAINT-15722 NELSON AVE	\$180.00
	511294	10/24/2024	GENERAL ENG SVC/MAINT-15652 NELSON AVE	\$60.00
	511295	10/24/2024	GENERAL ENG SVC/MAINT-16212 TEMPLE AVE	\$30.00
	511296	10/24/2024	GENERAL ENG SVC/MAINT-15702 NELSON AVE	\$180.00
	511297	10/24/2024	GENERAL ENG SVC/MAINT-16224 E TEMPLE AVE	\$120.00
	511298	10/24/2024	GENERAL ENG SVC/MAINT-17229 CHESTNUT ST	\$210.00
	511299	10/24/2024	GENERAL ENG SVC/MAINT-15730 NELSON AVE	\$60.00
	511300	10/24/2024	GENERAL ENG SVC/MAINT-16200 TEMPLE AVE UNIT A	\$90.00
	511301	10/24/2024	GENERAL ENG SVC/MAINT-17217 CHESTNUT ST	\$382.50
	511302	10/24/2024	GENERAL ENG SVC/MAINT-16217 E TEMPLE AVE	\$90.00
	511303	10/24/2024	GENERAL ENG SVC/MAINT-16242 E TEMPLE AVE	\$195.00
	511304	10/24/2024	GENERAL ENGINEERING	\$4,605.00
200726	11/13/2024		IPHMA - PAYROLL ACCOUNT	\$5,000.00
	Invoice	Date	Description	Amount
	OCT-24	10/28/2024	REPLENISH PAYROLL ACCT FOR OCTOBER 2024	\$5,000.00

**Industry Property and Housing Management Authority
Board Meeting
November 13, 2024**

Check	Date	Payee Name		Check Amount
IPHMA.WF.CHK - IPHMA Wells Fargo Checking				
200727	11/13/2024	JANUS PEST MANAGEMENT		\$8,415.00
	Invoice	Date	Description	Amount
	275559	09/18/2024	PEST INS SVC-17217 CHESTNUT ST	\$350.00
	275560	09/18/2024	PEST INSP SVC-17229 CHESTNUT ST	\$350.00
	277819	10/15/2024	MONTHLY RESIDENTIAL PEST REMEDIATION	\$4,410.00
	276739	10/15/2024	PEST SVC/DEVICES-15714 NELSON AVE	\$3,305.00
200728	11/13/2024	L A COUNTY TAX COLLECTOR		\$30,294.61
	Invoice	Date	Description	Amount
	8940 149 059 24	11/01/2024	PROP TAX FY 24/25-16217 TEMPLE AVE	\$1,584.99
	8940 149 058 24	11/01/2024	PROP TAX FY 24/25-16000 TEMPLE AVE UNIT D	\$1,585.06
	8940 149 057 24	11/01/2024	PROP TAX FY 24/25-15736 NELSON AVE	\$1,358.15
	8940 149 061 24	11/01/2024	PROP TAX FY 24/25-17217 CHESTNUT ST	\$1,819.04
	8940 149 072 24	11/01/2024	PROP TAX FY 24/25-15652 NELSON AVE	\$422.17
	8940 149 071 24	11/01/2024	PROP TAX FY 24/25-15722 NELSON AVE	\$450.45
	8940 149 070 24	11/01/2024	PROP TAX FY 24/25-17229 CHESTNUT ST	\$652.35
	8940 149 069 24	11/01/2024	PROP TAX FY 24/25-16218 TEMPLE AVE	\$619.35
	8940 149 068 24	11/01/2024	PROP TAX FY 24/25-16000 TEMPLE AVE	\$1,548.02
	8940 149 063 24	11/01/2024	PROP TAX FY 24/25-16212 TEMPLE AVE	\$2,041.90
	8940 149 062 24	11/01/2024	PROP TAX FY 24/25-16224 TEMPLE AVE	\$1,577.92
	8940 149 029 24	11/01/2024	PROP TAX FY 24/25-16227 TEMPLE AVE	\$2,035.50
	8940 149 020 24	11/01/2024	PROP TAX FY 24/25-16238 TEMPLE AVE	\$1,572.61
	8940 149 056 24	11/01/2024	PROP TAX FY 24/25-16220 TEMPLE AVE	\$1,464.96
	8940 149 051 24	11/01/2024	PROP TAX FY 24/25-15702 NELSON AVE	\$2,259.65
	8940 149 038 24	11/01/2024	PROP TAX FY 24/25-15714 E NELSON AVE	\$1,721.65
	8940 149 035 24	11/01/2024	PROP TAX FY 24/25-16242 TEMPLE AVE	\$2,129.17
	8940 149 031 24	11/01/2024	PROP TAX FY 24/25-14063 PROCTOR AVE	\$1,902.76

**Industry Property and Housing Management Authority
Board Meeting
November 13, 2024**

Check	Date		Payee Name	Check Amount
IPHMA.WF.CHK - IPHMA Wells Fargo Checking				
	8940 149 042 24	11/01/2024	PROP TAX FY 24/25-16000 E TEMPLE AVE UNIT A	\$1,592.02
	8940 149 045 24	11/01/2024	PROP TAX FY 24/25-16000 TEMPLE AVE UNIT B	\$1,956.89
200729	11/13/2024		LOCKS PLUS, INC.	\$328.32
	Invoice	Date	Description	Amount
	36012	10/02/2024	REPLACE MAILBOX KEY @17229 CHESTNUT	\$328.32
200730	11/13/2024		MORTISE & TENON BUILDING CORP	\$1,413.64
	Invoice	Date	Description	Amount
	61	08/28/2024	RESPONSE TO WATER DAMAGE@17217 CHESTNUT A	\$1,413.64
200731	11/13/2024		SATSUMA LANDSCAPE & MAINT.	\$25,522.66
	Invoice	Date	Description	Amount
	0924 EHNHCS	09/27/2024	AUG 2024 LANDSCAPE MAINT	\$25,522.66
200732	11/13/2024		TEMP AIR SYSTEM INC.	\$1,160.00
	Invoice	Date	Description	Amount
	20200	09/24/2024	RELOAD REFRIGERANT FOR HVAC UNIT @15702 NELS	\$1,080.00
	19130-1	05/31/2024	AC MAINT SVC-16224 TEMPLE	\$80.00
200733	11/13/2024		VORTEX INDUSTRIES, INC.	\$1,595.70
	Invoice	Date	Description	Amount
	1770202	09/30/2024	REPAIR & MAINT SVC TO GATE -17229 CHESTNUT ST	\$1,595.70
200734	11/13/2024		WALNUT VALLEY WATER DISTRICT	\$134.96
	Invoice	Date	Description	Amount
	8709-027-907	11/01/2024	ASSESSMENT/SPECIALTY TAX FY 24/25	\$134.96

**Industry Property and Housing Management Authority
Board Meeting
November 13, 2024**

Check	Date	Payee Name	Check Amount
IPHMA.WF.CHK - IPHMA Wells Fargo Checking			

Checks	Status	Count	Transaction Amount
	Total	15	\$83,689.82

*CITY OF INDUSTRY PROPERTY AND HOUSING
MANAGEMENT AUTHORITY*

ITEM NO. 6.2



INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY

MEMORANDUM

TO: Honorable Chair and Members of the City of Industry Property and Housing Management Authority
FROM: Joshua Nelson, Executive Director
STAFF: Mathew Hudson, Engineering Manager
DATE: 11/13/2024
SUBJECT: Consideration of Amendment No. 1 to the Professional Services Agreement with C & C Engineering, Inc., for engineering services, revising the rate schedule

BACKGROUND

C & C Engineering, Inc. ("CNC") has provided engineering services to the City for over 40 years. They have served in various capacities, assisting with engineering projects for the City's agencies, commissions, and boards. CNC has a long-standing working relationship with IPHMA and has proven to be instrumental in many of the projects that have been completed over the years. The Board entered into the most recent contract with CNC on March 22, 2021 and is attached as Exhibit A.

DISCUSSION

CNC provides engineering services for various IPHMA projects. Amendment No. 1 submitted by CNC updates the rate schedule by updating titles and billing rates.

CNC has added various new titles to the rate schedule and increased the rate on a few existing titles. Many of the rates stayed the same. Under the current contract the rates were due to be adjusted by the Consumer Price Index ("CPI") January 1, 2025. However, if approved, the attached rates won't be subject to a CPI increase until January 1, 2026.

The following titles are new titles and positions:

- Associate Principal/Vice President, Sr. Principal Engineer, Principal Engineer, Associate Principal Engineer, Sr. Director of Engineering/Sr. Director of Operations, Sr. Associate Engineer/Sr. Program Manager, Associate Engineer/Program Manager, Technical Engineer/Designer Lead, Associate Engineer, Engineering Technician, CADD Manager, Sr. CADD Designer, CADD Designer, Sr. CADD Technician, Staff Professional, Sr. Project Administrator, Project Administrator, Sr. Administrative Director, Administrative Director, Sr. Administrative Manager, Administrative Manager, Administrative Specialist II, Administrative Specialist I, Administrative Technician II, Administrative Technician I, Plan Check Manager, Sr. Director of Construction Management, Director of Construction Management, Sr. Construction Inspector II, Sr. Construction Inspector I, Construction Inspector II, Construction Inspector I, Construction Inspector Trainee, Sr. Director of Field Operations, Driver/Deliveries, Sr. GIS Director, GIS Director, Sr. GIS Technician, Contract Electric Utility Director, Contract Assistant Electric Utility Director, Principal Electrical Engineer, Sr. Electrical Engineer II, Sr. Electrical Engineer I, Associate Electrical Engineer, Sr. Electrical Inspector II, Sr. Electrical Inspector I, Electrical Inspector II, Electrical Inspector I, Electrical Inspector Trainee.

The following rates had increases comparable to the CPI or were adjusted to match the market rates:

- Principal In-Charge, Director of Engineering/Director of Operations, Sr. Project Manager/Civil Engineering, Project Manager/Civil Engineering, Sr. Project Engineer/Designer, Project Engineer/Designer, Sr. Design Engineer, Design Engineer, Director of Survey, Survey Manager, Land Surveyor, Survey Technician One Man Crew, Contract City/Agency Engineer, Contract Deputy City/Agency Engineer, Plan Check Associate, Construction Manager, Field Operations Project Manager, Electrical Operations Manager, Sr. Electrical Inspector II, Electrical Inspector I

The following titles had had minor tweaks but saw no increase. This means that the billing rate will remain the same for at least 2 years.

- CADD Technician, Intern, Two Person Crew, Three Person Crew, Plan Check Engineer, Permit Coordinator, Sr. Construction Manager/Sr. Construction Coordinator, Director of Field Operations, Sr. Field Operations, Field Operations, Field Operations Assistant, Sr. GIS Manager, GIS Manager, Sr. GIS Analyst, GIS Analyst, GIS Technician.

FISCAL IMPACT

Annual expenditures for the proposed Agreement will vary depending on work assigned and performed. Increases vary by position.

As a point of reference, here are the past four fiscal years expenditures for CNC's services related to the Industry Property and Housing Management Authority):

Fiscal Year 20/21 - \$139,982.87
Fiscal Year 21/22 - \$187,434.74
Fiscal Year 22/23 - \$307,490.00
Fiscal Year 23/24 - \$160,605.00

RECOMMENDATION

Staff recommends that the Board approve Amendment No. 1 to the Agreement with CNC.

Attachments

A. Amendment No. 1, dated November 13, 2024

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT WITH
C&C ENGINEERING, INC, A CALIFORNIA CORPORATION**

This Amendment No. 1 to the Professional Services Agreement (“Agreement”) is made and entered into this 13th day of November 2024, (“Effective Date”) by and between the Industry Property and Housing Management Authority (“IPHMA”), a public agency, and C&C Engineering, Inc., a California Corporation, (“Consultant”). IPHMA and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about March 22, 2021, the Commission approved a Professional Services Agreement (“Agreement”) with Consultant to provide engineering services and independent reviews of other consultant’s designs, as set forth in Exhibit A of the Agreement; and

WHEREAS, the current billing rates and job titles don’t reflect the diversity of services that the Consultant has been asked to provide, therefore it is necessary to add new job titles, add new rates for those positions, and adjust certain rates; and

WHEREAS, the proposed billing rates and titles allow for a larger spectrum of billing rates to represent various levels of skills and knowledge as well as keep up with the market rates for these services; and

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

AMENDMENT

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

Exhibit B, Rate Schedule

The Rate Schedule is hereby rescinded in its entirety and replaced with the rates set forth in Attachment 1, attached hereto, and incorporated herein by reference.

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

(Signatures on the following page.)

**“IPHMA”
INDUSTRY PROPERTY AND HOUSING
MANAGEMENT AUTHORITY**

By: _____
Joshua Nelson, Executive Director

Attest:

By: _____
Julie Gutierrez-Robles, Board Secretary

APPROVED AS TO FORM

By: _____
James M. Casso, General Counsel

**“CONSULTANT”
C&C ENGINEERING, INC., A
CALIFORNIA CORPORATION**

By: _____
Clement N. Calvillo, Director

Attachment 1

C&C Engineering Rate Schedule by Category

[Attachment]

Rate Schedule

Civil Engineering/Administrative Services

Principal-in-Charge	\$330.00
Associate Principal/Vice President	\$320.00
Sr. Principal Engineer	\$310.00
Principal Engineer	\$305.00
Associate Principal Engineer	\$300.00
Sr. Director of Engineering/Sr. Director of Operations	\$295.00
Director of Engineering/Director of Operations	\$285.00
Sr. Associate Engineer/Sr. Program Manager	\$255.00
Associate Engineer/Program Manager	\$245.00
Sr. Project Manager/Sr. Civil Engineer	\$230.00
Project Manager/Civil Engineer	\$205.00
Technical Engineer/Designer Lead	\$195.00
Sr. Project Engineer/Designer	\$185.00
Project Engineer/Designer	\$175.00
Sr. Design Engineer	\$165.00
Design Engineer	\$155.00
Assistant Engineer	\$130.00
Engineering Technician	\$120.00
CADD Manager	\$170.00
Sr. CADD Designer	\$150.00
CADD Designer	\$140.00
Sr. CADD Technician	\$135.00
CADD Technician	\$130.00
Staff Professional	\$170.00
Sr. Project Administrator	\$165.00
Project Administrator	\$160.00
Sr. Administrative Director	\$155.00
Administrative Director	\$150.00
Sr. Administrative Manager	\$145.00
Administrative Manager	\$140.00
Administrative Specialist II	\$130.00
Administrative Specialist I	\$125.00
Administrative Technician II	\$115.00
Administrative Technician I	\$110.00
Administrative Assistant	\$100.00
Intern	\$95.00

Land Survey Services

Sr. Director of Survey	\$295.00
Director of Survey	\$285.00
Sr. Survey Manager	\$230.00
Survey Manager	\$205.00
Sr. Land Surveyor	\$195.00
Land Surveyor	\$185.00
Sr. Project Surveyor	\$175.00
Project Surveyor	\$165.00
Sr. Survey Technician	\$155.00
Survey Technician	\$130.00
One Person Crew	\$190.00
Two Person Crew	\$300.00
Three Person Crew	\$375.00

Municipal/Construction Management/Field Services

Contract City/Agency Engineer	\$330.00
Contract Deputy City/Agency Engineer	\$320.00
Plan Check Manager	\$215.00
Plan Check Engineer	\$205.00
Plan Check Associate	\$190.00
Permit Coordinator	\$180.00
Sr. Director of Construction Management	\$295.00
Director of Construction Management	\$285.00
Sr. Construction Manager/Sr. Construction Coordinator	\$235.00
Construction Manager/Construction Coordinator	\$205.00
Sr. Construction Inspector II	\$210.00
Sr. Construction Inspector I	\$190.00
Construction Inspector II	\$170.00
Construction Inspector I	\$160.00
Construction Inspector Trainee	\$120.00
Sr. Director of Field Operations	\$240.00
Director of Field Operations	\$235.00
Field Operations Project Manager	\$200.00
Sr. Field Operations	\$185.00
Field Operations	\$165.00
Field Operations Assistant	\$145.00
Driver/Deliveries	\$100.00

GIS Services

Sr. GIS Director	\$230.00
GIS Director	\$220.00
Sr. GIS Manager	\$215.00
GIS Manager	\$195.00
Sr. GIS Analyst	\$180.00
GIS Analyst	\$160.00
Sr. GIS Technician	\$145.00
GIS Technician	\$130.00

Electric Utility Services

Contract Electric Utility Director	\$300.00
Contract Assistant Electric Utility Director	\$290.00
Electric Operations Manager	\$280.00
Electrical Engineering Manager/Sr. Principal Electrical Engineer	\$265.00
Principal Electrical Engineer	\$250.00
Sr. Electrical Engineer II	\$220.00
Sr. Electrical Engineer I	\$200.00
Electrical Engineer II	\$185.00
Electrical Engineer I	\$175.00
Associate Electrical Engineer	\$155.00
Sr. Electrical Inspector II	\$215.00
Sr. Electrical Inspector I	\$200.00
Electrical Inspector II	\$180.00
Electrical Inspector I	\$170.00
Electrical Inspector Trainee	\$120.00

The above-mentioned rates shall be adjusted at the beginning January 1, 2026, and annually thereafter, pursuant to the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics as of December of the prior calendar year for the Los Angeles-Long Beach-Anaheim Metropolitan Statistical Area average, all items, not seasonally adjusted, rounded up to the nearest five dollars (\$5.00) per hour, however, such adjustment shall be no less than 2.5% per year.

EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT WITH C&C ENGINEERING,
DATED MARCH 22, 2021

INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of March 22, 2021 ("Effective Date"), between the Industry Property and Housing Management Authority, a public body ("IPHMA"), and C & C Engineering, Inc., a California Corporation ("Consultant"). IPHMA and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, IPHMA 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, IPHMA 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, 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 IPHMA. The Services shall be performed by Consultant, unless prior written approval is first obtained from the IPHMA. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

(b) IPHMA 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 IPHMA and in a first-class manner in conformance with the standards of quality normally observed by an entity providing engineering services, serving a public 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) IPHMA has not consented in writing to Consultant's performance of such work. No officer or employee of IPHMA 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 IPHMA. If Consultant was an employee, agent, appointee, or official of the IPHMA 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 IPHMA 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

IPHMA'S Executive Director shall represent the IPHMA 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 IPHMA 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.

(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 IPHMA. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by IPHMA and Consultant at the time IPHMA'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 IPHMA disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice, therefore.

5. LABOR CODE AND PREVAILING WAGES

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

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

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

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT

(a) The IPHMA 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 one hundred twenty (120) 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 IPHMA 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 IPHMA 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 IPHMA. Notwithstanding the foregoing, IPHMA shall pay Consultant for work related to the transition of the Services, in accordance with the Rate Schedule. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to the IPHMA 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 IPHMA 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 IPHMA or its designees at reasonable times to review such books and records; shall give IPHMA the right to examine and audit said books and records; shall permit IPHMA 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 IPHMA and may be used, reused, or otherwise disposed of by the IPHMA without the permission of the Consultant. With respect to computer files, Consultant shall make available to the IPHMA, at the Consultant's office, and upon reasonable written request by the IPHMA, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to IPHMA 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 IPHMA.

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 IPHMA 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 IPHMA, 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 IPHMA, 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 IPHMA, Consultant shall have an immediate duty to defend the IPHMA at Consultant's cost or at IPHMA's option, to reimburse the IPHMA for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

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

9. INSURANCE

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

10. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the IPHMA 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 IPHMA 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 IPHMA. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the IPHMA, or bind the IPHMA 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, IPHMA shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for IPHMA. IPHMA shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

(c) Consultant shall indemnify, defend and hold harmless, the IPHMA, 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 contributions to any retirement and/or pension plan, 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 subconsultants of Consultant, service as an independent contractor. The provisions of this Section 10 are effective as of January 1, 2020. The indemnity provisions set forth in this Section 10 shall survive the termination of this Agreement, and are in addition to any other rights or remedies the IPHMA may have under the law.

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 IPHMA, 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 IPHMA 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 IPHMA 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 IPHMA 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 IPHMA, 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 IPHMA's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the IPHMA, 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 IPHMA, unless otherwise required by law or court order.

(b) Consultant shall promptly notify IPHMA 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 IPHMA, unless Consultant is prohibited by law from informing the IPHMA of such Discovery, court order or subpoena. IPHMA 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 IPHMA 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 IPHMA and to provide the opportunity to review any response to discovery requests provided by Consultant. However, IPHMA's right to review any such response does not imply or mean the right by IPHMA 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 IPHMA: Industry Property and Housing Management
Authority
15625 E. Stafford, Suite 100
City of Industry, CA 91744
Attention: Executive Director

With a Copy To: James M. Casso, General Counsel
Casso & Sparks, LLP
13300 Crossroads Parkway North, Suite 410
City of Industry, CA 91746

To Consultant: Clement N. Calvillo, President
C & C Engineering, Inc.
255 N. Hacienda Boulevard, Suite 222
City of Industry, CA 91744

16. ASSIGNMENT

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

Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide IPHMA with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include an indemnity provision similar to the one provided herein and identifying IPHMA 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 IPHMA for such insurance.

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the IPHMA 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 IPHMA 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 IPHMA 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 IPHMA 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 IPHMA 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.

“IPHMA”
Industry Property and Housing Management
Authority

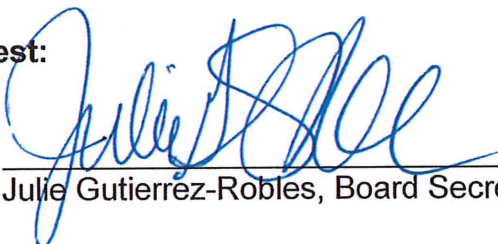
“CONSULTANT”
C & C Engineering, Inc.

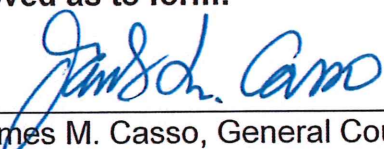
By: 

Troy Helling, Executive Director

By: 

Clement N. Calvillo, President

Attest:

By: _____
Julie Gutierrez-Robles, Board Secretary

Approved as to form:

By: _____
James M. Casso, General Counsel

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

EXHIBIT A

SCOPE OF SERVICES

Consultant's services shall include, but are not limited to, the following::

1. Provide on-call services related to any property maintenance as requested by IPHMA staff;
2. Manage and maintain all Geographic Information Systems (GIS) related databases;
3. Provide GIS static and web-based mapping tools in support of IPHMA projects;
4. Perform GIS field collection of infrastructure location, specification, and condition;
5. Train and support IPHMA staff in the use and application of GIS information, software, and associated information;
6. Point of Contact - Receive calls from tenants, IPHMA personnel, or the public regarding repair concerns at IPHMA-managed residences;
7. Coordinate and provide inspections at IPHMA-managed residences regarding repair and/or maintenance needs and/or safety concerns;
8. Be reachable and available to respond to emergencies at all times. Consultant must provide IPHMA with emergency contact numbers for key personnel to facilitate the immediate response by Consultant to emergencies and provide an updated contact list when needed;
9. Evaluate and investigate the severity and validity of repair and maintenance concerns;
10. Coordinate with tenants and contractors for bidding repairs and executing the work;
11. Coordinate with various trades including but not limited to:
 - A. Plumbing
 - B. Electrical
 - C. Mechanical/HVAC equipment
 - D. Refrigeration/Commercial Kitchen Appliance repair
 - E. Carpentry
 - F. Flooring repair/replacement/cleaning
 - G. Roofing
 - H. Landscaping
 - I. Masonry/stucco
 - J. Tree trimming/removal
 - K. Pest Control
 - L. Painting
 - M. Weed abatement/vegetation clearance
 - N. HAZMAT response
12. Provide follow up and coordination with permitting and County Inspections, when required;
 - A. If permitting required, coordinate with consultants and engineering for specifications and drawings, if required
13. Provide backflow device inspection and repair, including document control and coordination with LA County Backflow & Cross Connections and surrounding water agencies and maintain the Backflow Maintenance Program;
14. Inspect and validate that repairs were completed or coordinate the inspection with a specialist;

15. Prepare and process documentation for purchase orders, review invoices and follow up on any discrepancies;
16. Review housing-related maintenance contracts and provide input on new agreements;
17. Schedule routine maintenance and cleaning, where applicable (i.e. tree trimming, HVAC preventative service); and
18. Other duties as requested.

EXHIBIT B
RATE SCHEDULE

Civil Engineering, GIS and Administrative Services	
Principal/Director of Engineering	\$255.00
Director of Operations	\$220.00
Senior Project Manager/Sr. Civil Engineer	\$200.00
Project Manager/Civil Engineer	\$175.00
Senior GIS Manager	\$195.00
GIS Manager	\$180.00
Senior Project Engineer	\$165.00
Project Engineer	\$155.00
Senior Design Engineer	\$145.00
Design Engineer	\$135.00
Senior GIS Analyst	\$165.00
GIS Analyst	\$145.00
GIS Technician	\$115.00
CADD Technician	\$115.00
Administrative Supervisor	\$105.00
Administrative Assistant	\$90.00
Intern	\$80.00

Electric Utility Services	
Senior Energy Advisor	\$255.00
Operations Manager	\$215.00
Senior Electrical Worker/Inspector	\$175.00
Electrical Worker/Inspector	\$155.00
Electrical Senior Project Manager	\$195.00
Electrical Project Manager	\$175.00
Electrical Project Engineer	\$155.00
Electrical Design Engineer	\$135.00

Municipal Engineering Services	
Deputy City/Agency Engineer	\$255.00
Plan Check Engineer	\$190.00
Plan Check Associate	\$165.00
Senior Construction Manager	\$210.00
Construction Manager	\$175.00
Senior Construction Inspector	\$175.00
Construction Inspector	\$145.00
Permit Coordinator	\$165.00
Director of Field Operations & Facilities	\$210.00
Field Operations Project Manager	\$180.00
Senior Field Operations	\$170.00
Field Operations	\$150.00
Field Operations Assistant	\$130.00
Administrative Supervisor	\$105.00
Administrative Assistant	\$90.00

Field Survey Services	
Director of Survey	\$210.00
Survey Manager	\$180.00
Land Surveyor	\$155.00
Senior Survey Technician	\$135.00
Survey Technician	\$115.00
One Person Crew	\$165.00
Two Person Crew	\$270.00
Three Person Crew	\$345.00

*The above-mentioned rates shall increase 2.5 percent, adjusted and rounded up to the nearest five dollars (\$5.00) per hour, beginning January 1, 2022, and annually thereafter.

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of IPHMA, 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 IPHMA.

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 IPHMA, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of IPHMA, its officers, agents, employees and volunteers.

Proof of insurance. Consultant shall provide certificates of insurance to IPHMA 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 IPHMA's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with IPHMA at all times during the term of this contract. IPHMA 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 IPHMA 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 IPHMA before the IPHMA's own insurance or self-insurance shall be called upon to protect it as a named insured.

IPHMA'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, IPHMA has the right but not the duty to obtain the insurance it deems necessary and any premium paid by IPHMA will be promptly reimbursed by Consultant, or IPHMA will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, IPHMA 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 IPHMA's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against IPHMA, 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 IPHMA, 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 IPHMA to inform Consultant of non-compliance with any requirement imposes no additional obligations on the IPHMA 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 IPHMA 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 IPHMA.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to IPHMA 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 IPHMA 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 IPHMA 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 IPHMA for review.

IPHMA's right to revise specifications. The IPHMA 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 IPHMA and Consultant may renegotiate Consultant's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the IPHMA. The IPHMA 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 IPHMA.

Timely notice of claims. Consultant shall give the IPHMA 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 OF INDUSTRY PROPERTY AND HOUSING
MANAGEMENT AUTHORITY*

ITEM NO. 6.3



INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY

MEMORANDUM

TO: Honorable Chair and Members of the City of Industry Property and Housing Management Authority
FROM: Joshua Nelson, Executive Director
STAFF: Sam Pedroza, Assistant Executive Director
DATE: 11/13/2024
SUBJECT: Ratification of a License Agreement with Shri Guru Singh Sabha, Inc., for Access to Assessor's Parcel Numbers 8762-002-901 and 8762-002-902 located at 20137 East Walnut Drive South to be used as Overflow Parking for a Special Event

BACKGROUND

Shri Guru Singh Sabha, Inc., ("Sikh Temple") is a non-profit religious organization in the City of Walnut and is a place of worship for Sikhs in the local community and surrounding areas.

DISCUSSION

The Sikh Temple contacted the Board for the use of the property located at 20137 East Walnut Drive South ("Property") as overflow parking for an event held on November 1, 2024. Due to the timing of the request, the Executive Director granted permission. Staff is requesting the Board ratify the License Agreement with the Sikh Temple for the use of the Property as overflow parking on November 1, 2024.

FISCAL IMPACT

The proposed fee was \$200.00 per day. The City collected payment in the amount of \$200.00 for use of the lot.

RECOMMENDATION

Staff recommends that the Board ratify the License Agreement.

Attachments

License Agreement with Shri Guru Singh Sabha Inc., dated November 1, 2024

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“**Agreement**”), dated November 1, 2024, (“**Effective Date**”) is entered into by and between the Industry Property Housing Management Authority, a public body, corporate and politic (“**Licensor/Board**”), and Shri Guru Singh Sabha, Inc., a non-profit organization (“**Licensee**”) (Licensor and Licensee are individually referred to as “**Party**” and collectively referred to as the “**Parties**”).

RECITALS

WHEREAS, the Industry Property Housing Management Authority is the owner of certain property located at **20137 East Walnut Drive South, Walnut, CA 91789**, and Licensee desires to enter the portion of the property generally described as a lot, **Assessor’s Parcel No. 8762-002-901 and 8762-002-902**, as set forth in Exhibit A, attached hereto and incorporated herein by reference (“**Premises**”).

WHEREAS, Licensee desires to utilize the Premises as a parking area for a special event on November 1, 2024; and

WHEREAS, Licensee acknowledges that Licensee is entering onto the Premises at its sole risk and expense, and Licensor does not have any liability to Licensee under this Agreement.

NOW, THEREFORE, for valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

TERMS

1. License to Enter the Premises. Licensor hereby grants to Licensee a non-exclusive license (the “**License**”) granting permission to enter upon the Premises as of the Effective Date of this Agreement, and to use a portion of the Premises, as depicted in Exhibit A, as a parking area for a special event on November 1, 2024 (collectively, “**Permitted Use**”); provided, that Licensee’s use of the Premises shall not interfere with the operation of business activities, if any, that are being conducted on the Premises. Prior to any initial entry pursuant to the License, Licensee shall provide to Licensor proof of insurance as set forth in Section 7 of this Agreement. Licensee shall not permit any other party, except the duly-authorized representatives, agents, employees and contractors (collectively “**Representatives**”) of Licensee to enter or use the Premises during the term of this License, without Licensor’s prior written consent, and in all events the sole reason for entry and use of the Premises shall be for the performance of Licensee’s Permitted Use. Licensee hereby acknowledges that it is only permitted to utilize the portion of the Premises designated in Exhibit A, for the special event parking.

2. Payment. Licensee shall pay Licensor, and Licensor shall accept Two Hundred Dollars (\$200.00) per day (“**License Payment**”), for the use of the Premises. License Payment shall be due upon execution of the Agreement by Licensee. Payment shall be made to Licensor at 15625 Mayor Dave Way, City of Industry, CA 91744.

3. Permitted Use. The Permitted Use is hereby defined to include special event parking. Upon execution of this Agreement, Licensee shall provide a site plan to the Licensor, which shall detail the configuration of the vehicles on the Premises, and which shall provide sufficient ingress

and egress for public safety vehicles. Licensee shall exercise due care in the performance of the Permitted Use and such use shall be exercised in a manner which complies with all applicable laws.

4. Maintenance of Premises. Upon termination of the License, Licensee shall repair any damage done to the Premises by Licensee or its duly authorized Representatives, and shall restore the Premises to its condition as of the Effective Date of this Agreement.

5. Government Regulations and Other Obligations of Licensee. As a condition precedent to commencement of the Permitted Use, if required, Licensee shall obtain at its sole cost and expense all governmental permits and authorizations of whatever nature required, if any (“Permits”) by any and all governmental authorities having jurisdiction over the Premises for Licensee’s exercise of the Permitted Use. Licensor shall use commercially reasonable efforts to cooperate with Licensee and to support any and all applications or request for said Permits submitted by Licensee or on Licensee’s behalf. Licensee shall, in all activities undertaken pursuant to this Agreement, comply and cause its Representatives to comply with all federal, state and local laws, statutes, orders, ordinances, rules, regulations, plans, policies and decrees.

6. Liens.

6.1 Licensee shall not cause or permit to be filed, recorded or enforced against the Premises, or any part thereof, any mechanics’, material men’s, contractors’ or subcontractors’ liens arising from the Permitted Use or any claim or action affecting the title to the Premises arising from the Permitted Use, and Licensee shall pay or cause to be paid, or otherwise removed or bonded over, the full amount of all such liens or claim within fifteen (15) days of receiving written notice thereof. In addition to and not in limitation of Licensor’s other rights and remedies under this Agreement or under law, should Licensee fail within fifteen (15) business days of a written notice from Licensor to pay and discharge or bond over any lien arising out of Licensee’s use of the Premises, then a material breach under this Agreement shall be deemed to have occurred which, at Licensor’s election, shall entitle Licensor to terminate this License effective upon notice by Licensor to Licensee so stating.

6.2 If Licensee desires to contest in good faith the validity of any lien or any claim or demand that could result in a lien against the Premises or any portion thereof for which Licensor could become liable if not successfully resolved, as a condition to such contest, Licensee shall notify Licensor of Licensee’s intent to contest the lien or claim and the grounds for such contest. Notwithstanding anything to the contrary set forth herein, Licensee shall pay and satisfy any adverse judgment that may be rendered thereon before the enforcement thereof against Licensor or the Premises.

7. Insurance. Prior to entering the Premises and until the termination of this Agreement, Licensee shall maintain at its sole expense insurance limits as stipulated in this section.

7.1 Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as:

(a) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed

operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

(b) Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Licensee has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(c) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

7.2 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

(a) Additional Insured Status. The Licensor and Board Representatives, (as defined in Section 8, below) are to be additional insureds on the CGL policy with respect to liability arising out of Licensee's use of the Premises. General liability coverage can be provided in the form of an endorsement to the Licensee's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

(b) Primary Coverage. For any claims related to this Agreement, the Licensee's insurance coverage shall be primary insurance as respects the Licensor/Board Representatives. Any insurance or self-insurance maintained by the Licensor/Board Representatives, shall be excess of the Licensee's insurance and shall not contribute with it.

(c) Contractors and Subcontractors. Licensee shall require and verify that all contractors and subcontractors maintain insurance meeting all the requirements stated herein, and Licensee shall ensure that Licensor/Board Representatives are additional insureds on insurance required from contractors/subcontractors. For CGL coverage contractors and subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

(d) Notice of Cancellation. Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the Board.

(e) Waiver of Subrogation. Licensee hereby grants to the Board a waiver of any right to subrogation which any insurer of said Licensee may acquire against the Board by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation provided such endorsement is available on commercially reasonable terms, but this provision applies regardless of whether or not the Board has received a waiver of subrogation endorsement from the insurer.

(f) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Board. The Board may require the Licensee to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(g) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Board.

(h) Deductibles. All such insurance shall have deductibility limits of not greater than \$50,000.00 unless otherwise approved by the Board.

(i) Verification of Coverage. Licensee shall furnish the Board with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the Board before exercise of the Permitted use commences. However, failure to obtain the required documents prior to the exercise of the Permitted Use shall not waive the Licensee's obligation to provide them. The Board reserves the right to require complete copies of all required insurance policies, including endorsements, required by these specifications, at any time.

(j) Occurrence Basis Coverage. All policies shall be written on an occurrence basis unless otherwise approved by the Board.

8. Indemnification. From and after the execution of this Agreement, Licensee hereby agrees to indemnify, defend, protect and hold harmless, with counsel of the Licensor's choosing, the Board and any and all predecessors, successors, assigns, agents, officials, employees, members, independent contractors, affiliates, principals, officers, directors, attorneys, accountants, representatives, staff, and council members of the Board collectively, the "**Board Representatives**", and each of them, from and against all claims, including any claims from any third party beneficiary to this Agreement, causes of action, liabilities, losses, damages, injuries, expenses, charges, penalties, or costs, of whatsoever character, nature and kind, (including attorney's fees and costs incurred by the indemnified Party with respect to legal counsel of its choice), whether to property or to person(s), and whether by direct or derivative action, known or unknown, suspected or unsuspected, latent or patent, existing or contingent (collectively "**Losses and Liabilities**"), related directly or indirectly to, or arising out of or in any way connected with any of the activities of Licensee, its agents, employees, licensees, lessees, representatives, invitees, contractors, subcontractors or independent contractors on the Premises. This indemnification requires Licensee to indemnify the Board and any and all Board Representatives from and against all Losses and Liabilities, including attorneys' fees, arising out of the use or release of any Hazardous Substances on the Premises by Licensee. Licensee's obligation to defend shall arise regardless of any claim or assertion that the Board caused or contributed to the Losses and/or Liabilities, provided, however, that Licensee's liability under this Section 8 will be limited to the extent of any contributory negligence of Licensor.

9. Term, Termination and Remedies. The Agreement shall automatically terminate at midnight on **November 2, 2024**. Notwithstanding the foregoing, at any time, for any reason, the Licensor may, at its sole and absolute discretion, terminate this Agreement without cause, upon written notice to Licensee. In addition, if Licensee shall be in breach of any of its obligations under this Agreement this License shall terminate upon notice to Licensee. Licensee acknowledges that this License is solely a license, and that Licensee has no rights as an owner, purchaser or tenant by virtue thereof. Upon termination of the Agreement, Licensee shall promptly vacate the Premises and comply with the provisions of Section 4 above. No termination or expiration of this License shall relieve Licensee of its obligations hereunder.

10. Inspection and Access to Premises. Licensor and any of its duly authorized representatives, employees, agents or independent contractors shall be entitled to enter the Premises,

to inspect the Premises, to inspect Licensee's use of the Premises, and for any other purpose, at any time.

11. Assignability. This License cannot be assigned by Licensee whether voluntarily or by operation of law, and Licensee shall not permit any use of the Premises, or any part thereof during the Term of this License in violation of the provisions of this License, except with the consent of Licensor (which shall not be unreasonably withheld, conditioned or delayed), and any attempt to do so shall be null and void.

12. Cost of Enforcement. In the event it is necessary for either Party to employ an attorney or other person or commence an action to enforce or interpret any of the provisions of this License or for Licensor to remove Licensee from the Premises, the non-prevailing party agrees to pay to the prevailing party, in addition to such other relief as may be awarded by the court, the Board or other authority before which such suit or proceeding is commenced, all reasonable costs of enforcement in connection therewith including, but not limited to, reasonable attorneys' fees, expenses and costs of investigation.

13. Notices. All notices, consents, approvals, requests, demands and other communications provided for herein shall be in writing and shall be deemed to have been duly given upon the earlier of when personally delivered or served or twenty-four (24) hours after being deposited with FedEx or any other established overnight courier service to the intended party addressed as follows:

Licensor: Josh Nelson
Executive Director
15625 Mayor Dave Way
City of Industry, CA 91744
Tel: (626) 333-2211
jnelson@cityofindustry.org

With a Copy to: James M. Casso, General Counsel
Casso & Sparks, LLP
13300 Crossroads Parkway North, Suite 410
City of Industry, CA 91746
Tel: (626) 269-2980
jcasso@cassosparks.com

Licensee: Paramjit S. Nijjar, Chief Executive Officer
Shri Guru Singh Sabha, Inc.
20001 East Walnut Drive South,
Walnut, CA 91789
Tel: (909) 869-6165

14. Miscellaneous. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof, and all prior and contemporaneous agreements, representations and understandings of the Parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the Parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not

similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver. The indemnifications under this Agreement, the obligations of Licensee hereunder to remove liens and Licensee's obligations hereunder with respect to vacating and repairing the Premises shall survive the expiration or termination of the License Term. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of California. Any action brought concerning this Agreement shall be brought in the appropriate court for the County of Los Angeles, California. Each Party hereby irrevocably consents to the jurisdiction of said court. Licensee hereby expressly waives all provisions of law providing for a change of venue due to the fact that the Board may be a party to such action, including, without limitation, the provisions of California Code of Civil Procedure Section 394. Licensee further waives and releases any right it may have to have any action concerning this Agreement transferred to Federal District Court due to any diversity of citizenship that may exist between the Board and Licensee. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions hereof. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument. Neither this instrument nor a short form memorandum or assignment hereof shall be filed or recorded in any public office without Licensor's or Licensee's prior written consent.

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

(SIGNATURES ON FOLLOWING PAGE)

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

“LICENSOR”

“LICENSEE”

**INDUSTRY PROPERTY AND HOUSING
MANGEMENT AUTHORITY**

SHRI GURU SINGH SABHA, INC.

By: _____
Joshua Nelson, Executive Director

By: _____
Paramjit S. Nijjar, Chief Executive Officer

ATTEST:

Julie Gutierrez-Robles, Board Secretary

APPROVED AS TO FORM:

James M. Casso, General Counsel

EXHIBIT A

Legal Description

Assessor's Parcel Numbers (APN) 8762-002-901 and 8762-002-902 located at 20137 East Walnut Drive South, Walnut, CA 91789. The area identified as "Project Site" on the map below by an arrow and defining yellow lines identifies the area of the Premises, where the Permitted Use shall occur.

Location Map – 20137 East Walnut Drive South

