



City of Industry Property and Housing Management Authority

Regular Meeting Agenda
October 10, 2018
5:00 p.m.

Chairman Joseph Emmons
Board Member Raheleh Gorginfar
Board Member Erin Schriever

Location: City Council Chamber, 15651 East Stafford Street, 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 three-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 three-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.

Americans with Disabilities Act:

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

Agendas and other writings:

- ▶ In compliance with SB 343, staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 East Stafford Street, Suite 100, City of Industry, California, at the office of the City Clerk during regular business hours, Monday through 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.
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1. Call to Order
2. Flag Salute
3. Roll Call
4. Public Comments

5. **BOARD MATTERS**

5.1 Consideration of the Register of Demands for October 10, 2018

RECOMMENDED ACTION: Approve the Register of Demands for October 10, 2018.

5.2 Consideration of a Maintenance Services Agreement with SureTeck Industrial and Commercial Services, Inc., for on-call maintenance services in an amount not-to-exceed \$100,000.00 from May 24, 2018 to May 24, 2019

RECOMMENDED ACTION: Approve the Agreement.

5.3 Consideration of the minutes of the September 12, 2018 regular meeting

RECOMMENDED ACTION: Approve as submitted.

6. **CLOSED SESSION**

6.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): One Potential Case

6.2 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of litigation pursuant to Government Code Section 54956.9(d)(4):
Six Potential Cases

7. Adjournment. Next regular meeting: Wednesday, November 7, 2018 at 5:00 p.m.

*CITY OF INDUSTRY PROPERTY AND HOUSING
MANAGEMENT AUTHORITY*

ITEM NO. 5.1

INDUSTRY PROPERTY & HOUSING MANAGEMENT AUTHORITY

AUTHORIZATION FOR PAYMENT OF BILLS

Board Meeting October 10, 2018

<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
160	INDUSTRY PROPERTY & HOUSING	366,442.68

<u>BANK</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
BofA	BANK OF AMERICA CHECKING	366,442.68

APPROVED PER ACTING CITY MANAGER

**Industry Property and Housing Management Authority
Board Meeting
October 10, 2018**

Check	Date				Payee Name	Check Amount
IPHMA.CHK - IPHMA BofA Checking						
21245	09/12/2018				INDUSTRY PUBLIC UTILITIES	\$1,357.02
	Invoice	Date	Description			Amount
	2019-00000247	08/21/2018	06/18-08/21/18 SVC - 16212 TEMPLE			\$201.48
	2019-00000248	08/21/2018	06/18-08/21/18 SVC - 16200 TEMPLE AVE CONDO A & B			\$154.26
	2019-00000249	08/21/2018	06/18-08/21/18 SVC - 16200 TEMPLE AVE CONDO C & D			\$86.76
	2019-00000250	08/21/2018	06/18-08/21/18 SVC - 14063 PROCTOR			\$240.66
	2019-00000251	08/21/2018	06/18-08/21/18 SVC - 16238 TEMPLE			\$66.02
	2019-00000252	08/21/2018	06/18-08/21/18 SVC - 16242 TEMPLE			\$89.12
	2019-00000253	08/21/2018	06/18-08/21/18 SVC - 16224 TEMPLE			\$93.32
	2019-00000254	08/21/2018	06/18-08/21/18 SVC - 16220 TEMPLE			\$80.46
	2019-00000255	08/21/2018	06/18-08/21/18 SVC - 16218 TEMPLE			\$80.46
	2019-00000256	08/21/2018	06/18-08/21/18 SVC - 16217 TEMPLE			\$82.56
	2019-00000257	08/21/2018	06/18-08/21/18 SVC - 16229 TEMPLE			\$97.26
	2019-00000258	08/21/2018	06/18-08/21/18 SVC - 16227 TEMPLE			\$84.66
21246	09/12/2018				LA PUENTE VALLEY COUNTY WATER	\$963.54
	Invoice	Date	Description			Amount
	2019-00000238	08/21/2018	06/18-08/21/18 SVC - 15652 NELSON			\$184.95
	2019-00000239	08/21/2018	06/18-08/21/18 SVC - 15702 NELSON			\$147.83
	2019-00000240	08/21/2018	06/18-08/21/18 SVC - 15714 NELSON			\$159.43
	2019-00000241	08/21/2018	06/18-08/21/18 SVC - 15722 NELSON			\$210.47
	2019-00000242	08/21/2018	06/18-08/21/18 SVC - 15730 NELSON			\$138.55
	2019-00000243	08/21/2018	06/18-08/21/18 SVC - 15736 NELSON			\$122.31
21247	09/12/2018				ROWLAND WATER DISTRICT	\$207.68
	Invoice	Date	Description			Amount
	2019-00000244	08/29/2018	07/12-08/15/18 SVC - 17217 CHESTNUT			\$151.84

**Industry Property and Housing Management Authority
Board Meeting
October 10, 2018**

Check	Date		Payee Name	Check Amount
IPHMA.CHK - IPHMA BofA Checking				
	2019-00000245	08/29/2018	07/12-08/15/18 SVC - 17229 CHESTNUT	\$55.84
21248	09/12/2018		SO CALIFORNIA EDISON COMPANY	\$162.84
	Invoice	Date	Description	Amount
	2019-00000246	09/01/2018	08/02-08/31/18 SVC - 15722 NELSON AVE	\$162.84
21249	09/14/2018		NATIONAL COMMUNITY RENAISSANCI	\$303,321.52
	Invoice	Date	Description	Amount
	09/13/18	09/13/2018	FINAL PAYMENT FOR SERVICES RENDERED THROUGH	\$303,321.52
21250	09/19/2018		SOCALGAS	\$12.37
	Invoice	Date	Description	Amount
	2019-00000358	09/05/2018	08/02-09/03/18 SVC - 15722 NELSON AVE	\$12.37
21251	09/27/2018		INDUSTRY PUBLIC UTILITY COMMISSI	\$117.53
	Invoice	Date	Description	Amount
	2019-00000405	09/15/2018	08/10-09/10/18 SVC - 16000 E TEMPLE AVE C	\$117.53
21252	09/27/2018		SO CALIFORNIA EDISON COMPANY	\$13.51
	Invoice	Date	Description	Amount
	2019-00000406	09/13/2018	08/13-09/12/18 SVC - 20137 E WALNUT DR S	\$13.51
21253	09/27/2018		WALNUT VALLEY WATER DISTRICT	\$20.00
	Invoice	Date	Description	Amount
	3109865	09/13/2018	08/03-09/04/18 SVC - 20137 WALNUT DR	\$20.00
21254	10/10/2018		ABORTA-BUG PEST CONTROL	\$1,650.00

**Industry Property and Housing Management Authority
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October 10, 2018**

Check	Date		Payee Name	Check Amount
IPHMA.CHK - IPHMA BofA Checking				
	Invoice	Date	Description	Amount
	11216	09/03/2018	SEPTEMBER 2018 PEST SVC @ \$75 PER HOUSE	\$1,575.00
	11232	09/18/2018	RODENT TRAP CHECK - 15652 NELSON AVE	\$75.00
21255	10/10/2018		CNC ENGINEERING	\$4,042.50
	Invoice	Date	Description	Amount
	457356	09/13/2018	IPHMA ISSUES	\$2,392.50
	457468	09/27/2018	IPHMA ISSUES	\$1,650.00
21256	10/10/2018		IPHMA - PAYROLL ACCOUNT	\$2,000.00
	Invoice	Date	Description	Amount
	SEP-18	09/28/2018	REIMBURSE PAYROLL - SEPTEMBER 2018	\$2,000.00
21257	10/10/2018		KLINE'S PLUMBING, INC.	\$3,625.00
	Invoice	Date	Description	Amount
	10850	09/07/2018	EMERGENCY GAS LINE REPAIR - 15652 NELSON AVE	\$3,450.00
	10853	09/10/2018	EMERGENCY GAS REPAIR - 15652 NELSON AVE	\$175.00
21258	10/10/2018		L A COUNTY TAX COLLECTOR	\$24,371.31
	Invoice	Date	Description	Amount
	8940 149 056 17A	09/13/2018	ADJ PROP TAX FY 18/19 - 16220 TEMPLE AVE	\$1,125.37
	8940 149 055 17A	09/06/2018	ADJ PROP TAX FY 18/19 - 20137 WALNUT DR. S	\$1,056.43
	8940 149 058 17A	09/13/2018	ADJ PROP TAX FY 18/19 - 16000 TEMPLE AVE UNIT D	\$1,140.71
	8940 149 061 17A	09/13/2018	ADJ PROP TAX FY 18/19 - 17217 CHESTNUT ST	\$1,544.16
	8940 149 020 17A	09/13/2018	ADJ PROP TAX FY 18/19 - 16238 TEMPLE AVE	\$1,144.45
	8940 149 060 17A	09/13/2018	ADJ PROP TAX FY 18/19 - 16229 TEMPLE AVE	\$1,421.21
	8940 149 059 17A	09/13/2018	ADJ PROP TAX FY 18/19 - 16217 TEMPLE AVE	\$1,140.71

**Industry Property and Housing Management Authority
Board Meeting
October 10, 2018**

Check	Date	Payee Name	Check Amount
IPHMA.CHK - IPHMA BofA Checking			
8940 149 054 17A	09/13/2018	ADJ PROP TAX FY 18/19 - 15730 NELSON AVE	\$1,163.52
8940 149 057 17A	09/13/2018	ADJ PROP TAX FY 18/19 - 15736 NELSON AVE	\$1,049.08
8940 149 056 16S	09/13/2018	SUPP PROP TAX FY 16/17 - 16220 TEMPLE AVE	\$1,077.21
8940 149 054 16S	09/13/2018	SUPP PROP TAX FY 16/17 - 15730 NELSON AVE	\$1,113.74
8940 149 062 16S	09/13/2018	SUPP PROP TAX FY 16/17 - 16224 TEMPLE AVE	\$109.82
8940 149 020 15S	09/13/2018	SUPP PROP TAX FY 15/16 - 16238 TEMPLE AVE	\$186.23
8940 149 054 15S	09/13/2018	SUPP PROP TAX FY 15/16 - 15730 NELSON AVE	\$189.33
8940 149 020 16S	09/13/2018	SUPP PROP TAX FY 16/17 - 16238 TEMPLE AVE	\$1,095.48
8940 149 061 16S	09/13/2018	SUPP PROP TAX FY 16/17 - 17217 CHESTNUT ST	\$1,161.69
8940 149 058 16S	09/13/2018	SUPP PROP TAX FY 16/17 - 16000 TEMPLE AVE UNIT D	\$1,027.18
8940 149 063 17S	09/13/2018	SUPP PROP TAX FY 17/18 - 16212 TEMPLE AVE	\$1,885.52
8940 149 063 16S	09/13/2018	SUPP PROP TAX FY 16/17 - 16212 TEMPLE AVE	\$150.84
8940 149 062 17S	09/13/2018	SUPP PROP TAX FY 17/18 - 16224 TEMPLE AVE	\$1,372.84
8940 149 055 16S	09/06/2018	SUPP PROP TAX FY 16/17 - 20137 WALNUT DR S	\$1,037.32
8940 149 055 15S	09/06/2018	SUPP PROP TAX FY 15/16 - 20137 WALNUT DR S	\$176.34
8940 149 057 16S	09/13/2018	SUPP PROP TAX FY 16/17 - 15736 NELSON AVE	\$1,004.15
8940 149 064 17S	09/13/2018	SUPP PROP TAX FY 17/18 - 16218 TEMPLE AVE	\$977.49
8940 149 059 16S	09/13/2018	SUPP PROP TAX FY 16/17 - 16217 TEMPLE AVE	\$837.37
8940 149 056 15S	09/13/2018	SUPP PROP TAX FY 15/16 - 16220 TEMPLE AVE	\$183.12
21259	10/10/2018	LOWE'S/SYNCHRONY BANK	\$440.69
Invoice	Date	Description	Amount
72664	09/10/2018	NEW DISHWASHER - 17229 CHESTNUT	\$428.22
16194	09/12/2018	PART FOR DISHWASHER - 17229 CHESTNUT	\$12.47
21260	10/10/2018	MOM'S APPLIANCE REPAIR	\$120.00
Invoice	Date	Description	Amount

**Industry Property and Housing Management Authority
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Check	Date		Payee Name	Check Amount
IPHMA.CHK - IPHMA BofA Checking				
1108	08/27/2018		DRYER REPAIR - 15736 NELSON AVE	\$120.00
21261	10/10/2018		SATSUMA LANDSCAPE & MAINT.	\$24,017.17
	Invoice	Date	Description	Amount
	0818EHNHCS	08/30/2018	AUGUST 2018 LANDSCAPE MAINTENANCE	\$12,429.94
	0918EHNHCS	09/27/2018	SEPTEMBER 2018 LANDSCAPE MAINTENANCE	\$11,587.23

Checks	Status	Count	Transaction Amount
	Total	17	\$366,442.68

*CITY OF INDUSTRY PROPERTY AND HOUSING
MANAGEMENT AUTHORITY*

ITEM NO. 5.2



INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY

MEMORANDUM

TO: Honorable Chair and Members of the City of Industry Property and Housing Management Authority

FROM: Troy Helling, Executive Director *TH*

STAFF: Bing Hyun, Assistant Executive Director *BH*

DATE: October 10, 2018

SUBJECT: Consideration of a Maintenance Services Agreement with SureTeck Industrial and Commercial Services, Inc., for on-call maintenance services in an amount not-to-exceed \$100,000.00 from May 24, 2018 to May 24, 2019

Background:

Per Section 3.52.120 of the City's Municipal Code concerning the procedure for awarding maintenance service contracts, any contracts relating to maintenance of public works or public facilities may be provided by competitive bidding, informal public bidding or by negotiated contract, at the discretion of the City Council.

SureTeck Industrial and Commercial Services, Inc. ("SureTeck"), was awarded a maintenance services agreement with the City on May 24, 2018. When the original agreement went to the City Council, the maintenance of the City facilities managed by the Industry Property and Housing Management Authority ("IPHMA") board were not included in the agreement, as the IPHMA is a separate legal entity. Since the implementation of the City agreement, SureTeck has been providing maintenance services to housing facilities. In order for SureTeck to continue to provide services, a maintenance agreement is now being submitted to the IPHMA board in the amount of \$100,000.00 for one year. This time period will allow City Staff to draft a Request for Qualifications and obtain a bench of contractors for the IPHMA's maintenance services.

The maintenance services include, but are not limited to, general maintenance, plumbing, electrical, and emergency repairs for IPHMA facilities. SureTeck will be assigned work through the Cartegraph work order software system, and/or Staff. SureTeck will be responsible for updating each work order once the project is completed with photographs of work performed, material receipts and labor records.

Fiscal Impact:

The fiscal impact associated with this action requires an appropriation of \$100,000.00 to Industry Property and Housing – Expenditures - Property Maintenance (Account No. 160-300-8510).

Recommendation:

- 1.) Approve the Maintenance Services Agreement with SureTeck Industrial and Commercial Services, Inc., in an amount not to exceed \$100,000.00 dated May 24, 2018; and
- 2.) Appropriate \$100,000.00 from Industry Property and Housing - Expenditures – Property Maintenance (Account No. 160-300-8510).

Exhibit:

- A. Maintenance Services Agreement with SureTeck Industrial and Commercial Services, Inc., dated May 24, 2018
-

TH/BH:yp

EXHIBIT A

Maintenance Services Agreement with SureTeck Industrial and Commercial Services,
Inc., dated May 24, 2018

[Attached]

INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY

MAINTENANCE SERVICES AGREEMENT

This MAINTENANCE SERVICES AGREEMENT ("Agreement"), is made and effective as of May 24, 2018 ("Effective Date"), between the Industry Property and Housing Management Authority, a public body ("IPHMA") and SureTeck Industrial & Commercial Services, Inc., a California Corporation ("Consultant"). The 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, but in no event later than May 24, 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 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 inspection services, serving a municipal agency.

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

Consultant was not working on the Effective Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) 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. This amount shall not exceed One Hundred Thousand Dollars (\$100,000.00) 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 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 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 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. 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 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.

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 13200 Crossroads Parkway North, Suite 345 City of Industry, CA 91746
To Consultant:	Gino Garcia, CEO SureTeck Industrial & Commercial Services 10742 Central Avenue, Unit A Ontario, CA 91762

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”

**SureTeck Industrial and Commercial
Services, Inc.**

By: _____
Troy Helling, Executive Director

By: _____
Gino Garcia, CEO

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

The Consultant shall provide all general maintenance services at all IPHMA facilities.

The Consultant shall be assigned work by the IPHMA's Contract Field Operations Project Manager.

The Consultant is required to enter a start and end date for each work order and update the work order once the project is completed with photographs of work performed, material receipts and labor records.

The Consultant shall be available 24 hours a day, seven days per week, in order to immediately respond to emergency situations.

EXHIBIT B
RATE SCHEDULE

General Maintenance	\$90.00/hour
Plumbing	\$110.00/hour, 2 hour minimum
Electrical	\$95.00/hour
Concrete	\$95.00/hour

Consultant shall invoice the IPHMA on a time and materials basis. IPHMA shall reimburse Consultant its actual costs for all materials, upon submittal of evidence of said costs along with the monthly invoice, as set forth in the Agreement.

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. 5.3

CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
SEPTEMBER 12, 2018
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The Regular Meeting of the Property and Housing Management Authority of the City of Industry, California, was called to order by Chairman Joseph Emmons at 5:04 p.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

FLAG SALUTE

The flag salute was led by Chairman Joseph Emmons.

ROLL CALL

PRESENT: Joseph Emmons, Chairman
Raheleh Gorginfar, Board Member
Erin Schriever, Board Member

STAFF PRESENT: Troy Helling, Acting City Manager; Bing Hyun, Assistant City Manager; Julie Gutierrez-Robles, Assistant Secretary; James M. Casso, General Counsel; Bianca Sparks, Assistant General Counsel; and Lynn Thompson, Administrative Technician I.

PUBLIC COMMENTS

There were no public comments.

CONSIDERATION OF THE REGISTER OF DEMANDS FOR SEPTEMBER 12, 2018

MOTION BY CHAIRMAN EMMONS, AND SECOND BY BOARD MEMBER SCHRIEVER, TO APPROVE THE REGISTER OF DEMANDS FOR SEPTEMBER 12, 2018. MOTION CARRIED 3-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	GORGINFAR, SCHRIEVER, C/EMMONS
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	NONE
ABSTAIN:	BOARD MEMBERS:	NONE

UPDATE REGARDING ESTABLISHING AN APPLICATION PROCESS FOR EXISTING AND FUTURE VACANT HOMES, ESTABLISHING MARKET RATE RENTS FOR EXISTING AND FUTURE VACANT HOMES, UTILITY COSTS AND UNIT METERING, RENT INCREASE FOR EXISTING TENANTS, AND OTHER LEASE TERMS

CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
SEPTEMBER 12, 2018
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Assistant City Manager Hyun made a presentation to the Housing Authority which included putting a Comprehensive Plan together on how to move forward with both the management of current housing stock and to establish a future housing vision.

Proposed next step would be to bring in a consultant to help the City comply with state law based on the future vision and the City's long term view.

A target date of this November was suggested in coming up with a Comprehensive Housing Strategy with much more detail.

In addition General Council Casso mentioned that CRIA earlier this week adopted a resolution expanding the size of the IPHMA Board with two more members which is consistent with the other City bodies of authority. Posting of the two new members will happen immediately and the positions will be filled prior to the establishment of the new housing plan.

For the record, General Council Casso mentioned that under Closed Session 6.2, only one case will be discussed.

Direction was therefore provided to staff and no motion was necessary.

CLOSED SESSION

Administrative Technician I Thompson announced there was a need for Closed Session as follows:

- 6.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): One Potential Case
- 6.2 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of litigation pursuant to Government Code Section 54956.9(d)(4):
Two Potential Cases

There were no public comments on the Closed Session item.

Chairman Emmons recessed the meeting into Closed Session at 5:15 p.m.

CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
SEPTEMBER 12, 2018
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**RECONVENE CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT
AUTHORITY MEETING**

Chairman Emmons reconvened the meeting at 5:42 p.m. All Board Members were present. General Counsel Casso reported out of Closed Session.

With regard to the Closed Session Item 6.1, direction was given to the authority counsel. No further action was taken.

With regard to the Closed Session Item 6.2, direction was given to the authority counsel and to the executive director of the authority. No further action was taken.

Nothing further to report at this time.

ADJOURNMENT

There being no further business, the Industry Property and Housing Management Authority adjourned at 5:43 p.m.

Joseph Emmons, Chairman

Julie Gutierrez-Robles
Assistant Secretary