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## City of Industry Property and Housing Management Authority



REGULAR MEETING AGENDA  
MARCH 10, 2021  
10:30 a.m.

Chair Phil Cook  
Vice Chair Ken Calvo  
Board Member Joseph Emmons  
Board Member Raheleh Gorginfar  
Board Member Tim Seal

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

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**Addressing the Authority:**

### **NOTICE OF TELEPHONIC MEETING:**

- **Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the special meeting of the Industry Property and Housing Management Authority Meeting shall be held telephonically. Members of the public shall be able to attend the meeting telephonically and offer public comment by calling the following conference call number: 657-204-3264 and entering the following Conference ID: 813 272 556#. Please be advised that pursuant to the Executive Order, and to ensure the health and safety of the public, Council Chambers will not be open for the meeting, and all public participation must occur by telephone at the number set forth above. Pursuant to the Executive Order, and in compliance with the Americans with Disabilities Act, if you need special assistance to participate in the IPHMA meeting (including assisted listening devices), please contact the City Clerk's Office at (626) 333-2211 by 5:00 p.m. on Monday, March 8, 2021, to ensure that reasonable arrangements can be made to provide accessibility to the meeting.**

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- **Agenda Items:** Members of the public may address the Industry Property and Housing Management 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.
  - **Public Comments (Non-Agenda Items Only):** Anyone wishing to address the Industry Property and Housing Management 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.

### **Agendas and other writings:**

- In compliance with Government Code Section 54957.5(b), staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 East Stafford Street, Suite 100, City of Industry, California, at the office of the City Clerk of the City Council during regular business hours, Monday through Thursday, 8:00 a.m. to 5:00 p.m., Fridays 8:00 a.m. to 4:00 p.m. City Hall doors are open to the public Monday through Friday 9:00 a.m. to 11:30 a.m. and 1:30 p.m. to 3:30 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. **CONSENT CALENDAR**

All matters listed under the Consent Calendar are considered to be routine and will be enacted by one vote. There will be no separate discussion of these items unless members of the Industry Property & Housing Management Authority (IPHMA), the public, or staff request specific items be removed from the Consent Calendar for separate action.

- 5.1 Consideration of the Register of Demands for February 10, 2021

*RECOMMENDED ACTION: Ratify the Register of Demands.*

- 5.2 Consideration of the Register of Demands for March 10, 2021

*RECOMMENDED ACTION: Approve the Register of Demands for March 10, 2021.*

6. **BOARD MATTERS**

- 6.1 PRESENTATION OF THE FY 2020-2021 MID-YEAR BUDGET REPORT AND CONSIDERATION OF RESOLUTION NO. IPHMA 2021-03, APPROVING AND ADOPTING THE FISCAL YEAR 2020-21 PROPOSED MID-YEAR BUDGET AMENDMENTS

*RECOMMENDED ACTION: Adopt Resolution No. IPHMA 2021-03.*

- 6.2 Consideration of a Professional Services Agreement with C & C Engineering, Inc., for Engineering Services

*RECOMMENDED ACTION: Approve the Agreement.*

6.3 Update and discussion regarding repairs for 15730 Nelson Avenue

*RECOMMENDED ACTION: Provide direction to Staff.*

7. **EXECUTIVE DIRECTOR COMMENTS:**

8. Adjournment. Next regular meeting: Wednesday, April 7, 2021 at 10:30 a.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 February 10, 2021

<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
160	INDUSTRY PROPERTY & HOUSING	52,497.98

<u>BANK</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
BofA	BANK OF AMERICA CHECKING	52,497.98

**APPROVED PER CITY MANAGER**

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**Industry Property and Housing Management Authority  
Board Meeting  
February 10, 2021**

Check	Date		Payee Name	Check Amount
<b>IPHMA.CHK - IPHMA BofA Checking</b>				
<b>21704</b>	01/13/2021		<b>INDUSTRY PUBLIC UTILITIES</b>	<b>\$1,738.39</b>
	Invoice	Date	Description	Amount
	2021-00001131	01/01/2021	10/19-12/17/20 SVC - HANDORF LOOP RD-IRRIG-BOOST	\$61.56
	2021-00001132	01/01/2021	10/19-12/17/20 SVC - HANDORF LOOP RD-IRRIGATION	\$46.20
	2021-00001133	01/01/2021	10/19-12/17/20 SVC - 14063 PROCTOR	\$394.56
	2021-00001134	01/01/2021	10/19-12/17/20 SVC - 16238 TEMPLE	\$78.62
	2021-00001135	01/01/2021	10/19-12/17/20 SVC - 16242 TEMPLE	\$93.32
	2021-00001136	01/01/2021	10/19-12/17/20 SVC - 16224 TEMPLE	\$82.82
	2021-00001137	01/01/2021	10/19-12/17/20 SVC - 16220 TEMPLE	\$84.66
	2021-00001138	01/01/2021	10/19-12/17/20 SVC - 16218 TEMPLE	\$65.76
	2021-00001139	01/01/2021	10/19-12/17/20 SVC - 16217 TEMPLE	\$78.36
	2021-00001140	01/01/2021	10/19-12/17/20 SVC - 16229 TEMPLE	\$65.76
	2021-00001141	01/01/2021	10/19-12/17/20 SVC - 16227 TEMPLE	\$72.06
	2021-00001142	01/01/2021	10/19-12/17/20 SVC - 16212 TEMPLE	\$174.48
	2021-00001143	01/01/2021	10/19-12/17/20 SVC - 16200 TEMPLE CONDOS A & B	\$165.06
	2021-00001144	01/01/2021	10/19-12/17/20 SVC - 16200 TEMPLE CONDOS C & D	\$148.86
	2021-00001145	01/01/2021	10/19-12/17/20 SVC - BUNKHOUSE	\$126.31
<b>21705</b>	01/13/2021		<b>LA PUENTE VALLEY COUNTY WATER</b>	<b>\$906.72</b>
	Invoice	Date	Description	Amount
	2021-00001146	01/01/2021	10/19-12/17/20 SVC - 15652 NELSON	\$171.70
	2021-00001147	01/01/2021	10/19-12/17/20 SVC - 15702 NELSON	\$236.87
	2021-00001148	01/01/2021	10/19-12/17/20 SVC - 15714 NELSON	\$137.40
	2021-00001149	01/01/2021	10/19-12/17/20 SVC - 15722 NELSON	\$92.81
	2021-00001150	01/01/2021	10/19-12/17/20 SVC - 15730 NELSON	\$154.55
	2021-00001151	01/01/2021	10/19-12/17/20 SVC - 15736 NELSON	\$113.39

**Industry Property and Housing Management Authority  
Board Meeting  
February 10, 2021**

Check	Date		Payee Name	Check Amount
<b>IPHMA.CHK - IPHMA BofA Checking</b>				
21706	01/13/2021	01/31/2021	ROWLAND WATER DISTRICT	\$337.10
	Invoice	Date	Description	Amount
	2021-00001152	12/23/2020	11/13-12/14/20 SVC - 17217 & 17229 CHESTNUT - IRR	\$139.40
	2021-00001153	12/23/2020	11/13-12/14/20 SVC - 17217 CHESTNUT ST	\$125.33
	2021-00001154	12/23/2020	11/13-12/14/20 SVC - 17229 CHESTNUT	\$72.37
21707	01/20/2021		SO CALIFORNIA EDISON COMPANY	\$41.67
	Invoice	Date	Description	Amount
	2021-00001212	01/06/2021	12/04-01/05/21 SVC - 15722 NELSON AVE	\$14.35
	2021-00001213	01/06/2021	12/04-01/05/21 SVC - 15652 NELSON AVE	\$27.32
21708	01/20/2021	01/31/2021	SOCALGAS	\$58.55
	Invoice	Date	Description	Amount
	2021-00001214	01/07/2021	12/03-01/05/21 SVC - 16200 TEMPLE AVE APT 202-BUNK	\$50.60
	2021-00001215	01/08/2021	12/04-01/06/21 SVC - 15722 NELSON AVE	\$7.95
21709	01/27/2021		INDUSTRY PUBLIC UTILITY COMMISSI	\$7.75
	Invoice	Date	Description	Amount
	2021-00001228	01/14/2021	12/10-01/10/21 SVC - 16218 E TEMPLE AVE	\$6.85
	2021-00001229	01/14/2021	12/10-01/10/21 SVC - 16229 E TEMPLE AVE	\$0.90
21710	01/27/2021		L A COUNTY REGISTRAR-RECORDER/	\$75.00
	Invoice	Date	Description	Amount
	1/20/21	01/20/2021	NOTICE OF DETERMINATION -EMERGENCY MOLD REN	\$75.00
21711	01/27/2021		SO CALIFORNIA EDISON COMPANY	\$14.88
	Invoice	Date	Description	Amount

**Industry Property and Housing Management Authority  
Board Meeting  
February 10, 2021**

Check	Date		Payee Name	Check Amount
<b>IPHMA.CHK - IPHMA BofA Checking</b>				
	2021-00001230	01/15/2021	12/15-01/14/21 SVC - 20137 E WALNUT DR S	\$14.88
<b>21712</b>	01/27/2021		<b>WALNUT VALLEY WATER DISTRICT</b>	<b>\$20.67</b>
	Invoice	Date	Description	Amount
	3886565	01/13/2021	12/03-01/04/21 SVC - 20137 WALNUT DR	\$20.67
<b>21713</b>	01/27/2021		<b>WELLS FARGO</b>	<b>\$3,124.82</b>
	Invoice	Date	Description	Amount
	12/5/20-1/3/21-I	01/03/2021	01/31/2021 TEMP HOUSING FOR 16217 TEMPLE TENANTS DUE TO	\$3,124.82
<b>21714</b>	02/10/2021		<b>ABORTA-BUG PEST CONTROL</b>	<b>\$1,725.00</b>
	Invoice	Date	Description	Amount
	17748	01/19/2021	RODENT CHECK - 16224 TEMPLE AVE	\$75.00
	17749	01/19/2021	RODENT CHECK - TEMPLE AVE CONDOS	\$75.00
	17874	02/01/2021	FEBRUARY 2021 PEST SVC @ \$75 PER HOUSE	\$1,575.00
<b>21715</b>	02/10/2021		<b>CNC ENGINEERING</b>	<b>\$19,690.00</b>
	Invoice	Date	Description	Amount
	458929	06/27/2019	REPAIR SWOLLEN DOOR JAMS - 17229 CHESTNUT ST	\$82.50
	502393	01/28/2021	SHORT WALL CONSTRUCTION FOR GAS RISER - 22036	\$200.00
	502394	01/28/2021	COORDINATION FOR MISC REPAIRS - 16229 TEMPLE	\$400.00
	502395	01/28/2021	COORDINATION FOR HVAC REPAIRS - 16238 TEMPLE	\$1,962.50
	502396	01/28/2021	COORDINATION FOR HVAC REPAIRS - 16200 TEMPLE U	\$902.50
	502397	01/28/2021	COORDINATION FOR MISC REPAIRS - 16224 TEMPLE	\$1,000.00
	502398	01/28/2021	COORDINATION FOR HVAC REPAIRS - 16242 TEMPLE	\$1,012.50
	502399	01/28/2021	COORDINATION FOR MISC REPAIRS - 16217 TEMPLE	\$12,410.00
	502400	01/28/2021	COORDINATION FOR MISC REPAIRS - 16200 TEMPLE U	\$205.00



**Industry Property and Housing Management Authority  
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Check	Date		Payee Name	Check Amount
<b>IPHMA.CHK - IPHMA BofA Checking</b>				
	502401	01/28/2021	MISC MAINTENANCE & REPAIRS - VARIOUS HOUSES	\$1,015.00
	502402	01/28/2021	COORDINATION FOR WINDOW REPAIRS - 16200 TEMPI	\$500.00
<b>21716</b>	02/10/2021		<b>IPHMA - PAYROLL ACCOUNT</b>	<b>\$3,000.00</b>
	Invoice	Date	Description	Amount
	FEB-21	01/25/2021	REPLENISH PAYROLL ACCOUNT FOR FEBRUARY 2021	\$3,000.00
<b>21717</b>	02/10/2021		<b>KLINE'S PLUMBING, INC.</b>	<b>\$1,270.00</b>
	Invoice	Date	Description	Amount
	11645	11/18/2020	EMERGENCY DRAIN CLEARING - 16000 TEMPLE AVE C	\$350.00
	11688	12/24/2020	PLUMBING/SEWER LINE REPAIRS - 16000 TEMPLE COI	\$800.00
	11715	01/14/2021	PLUMBING SVC - 16217 TEMPLE	\$120.00
<b>21718</b>	02/10/2021		<b>L A COUNTY TAX COLLECTOR</b>	<b>\$3,171.21</b>
	Invoice	Date	Description	Amount
	8940 149 029 19S	01/12/2021	SUPP PROP TAX FY 19/20 - 16227 TEMPLE AVE	\$174.87
	8940 149 029 20S	01/12/2021	SUPP PROP TAX FY 20/21 - 16227 TEMPLE AVE	\$999.47
	8940 149 035 19S	01/12/2021	SUPP PROP TAX FY 19/20 - 16242 TEMPLE AVE	\$318.44
	8940 149 035 20S	01/12/2021	SUPP PROP TAX FY 20/21 - 16242 TEMPLE AVE	\$931.88
	8940 149 062 19S	01/12/2021	SUPP PROP TAX FY 19/20 - 16224 TEMPLE AVE	\$32.18
	8940 149 062 20S	01/12/2021	SUPP PROP TAX FY 20/21 - 16224 TEMPLE AVE	\$373.70
	8940 149 063 19S	01/12/2021	SUPP PROP TAX FY 19/20 - 16212 TEMPLE AVE	\$28.20
	8940 149 063 20S	01/12/2021	SUPP PROP TAX FY 20/21 - 16212 TEMPLE AVE	\$312.47
<b>21719</b>	02/10/2021		<b>LOWE'S/SYNCHRONY BANK</b>	<b>\$147.25</b>
	Invoice	Date	Description	Amount
	75746	01/15/2021	DISHWASHER INSTALLATION - 16217 TEMPLE	\$147.25

**Industry Property and Housing Management Authority  
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Check	Date	Payee Name			Check Amount
<b>IPHMA.CHK - IPHMA BofA Checking</b>					
21720	02/10/2021	SATSUMA LANDSCAPE & MAINT.			\$13,813.97
	Invoice	Date	Description	Amount	
	0121EHNHCS	01/29/2021	JANUARY 2021 LANDSCAPE MAINTENANCE	\$13,813.97	
21721	02/10/2021	STANLEY STEEMER LOS ANGELES CC			\$1,125.00
	Invoice	Date	Description	Amount	
	920333	01/07/2021	AIR DUCT CLEANING - 16217 TEMPLE	\$1,125.00	
21722	02/10/2021	TEMP AIR SYSTEM INC.			\$2,230.00
	Invoice	Date	Description	Amount	
	800326	12/30/2020	HEATER REPAIR - 16000 TEMPLE AVE UNIT D	\$250.00	
	800370	01/14/2021	REPLACE CIRCUIT BOARD & INSTALL NEST - 16238 TEI	\$1,290.00	
	800369	01/14/2021	REPLACE CIRCUIT BOARD - 16242 TEMPLE	\$690.00	

Checks	Status	Count	Transaction Amount
	Total	19	\$52,497.98

*CITY OF INDUSTRY PROPERTY AND HOUSING  
MANAGEMENT AUTHORITY*

ITEM NO. 5.2

**INDUSTRY PROPERTY & HOUSING MANAGEMENT AUTHORITY**

**AUTHORIZATION FOR PAYMENT OF BILLS**

**Board Meeting March 10, 2021**

<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
160	INDUSTRY PROPERTY & HOUSING	54,026.54

<u>BANK</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
BofA	BANK OF AMERICA CHECKING	54,026.54

**APPROVED PER CITY MANAGER**

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**Industry Property and Housing Management Authority  
Board Meeting  
March 10, 2021**

Check	Date			Payee Name	Check Amount
<b>IPHMA.CHK - IPHMA BofA Checking</b>					
21723	02/10/2021			ROWLAND WATER DISTRICT	\$274.21
	Invoice	Date	Description	Amount	
	2021-00001305	01/27/2021	12/14-01/11/21 SVC - 17217 CHESTNUT ST	\$115.40	
	2021-00001306	01/27/2021	12/14-01/11/21 SVC - 17229 CHESTNUT ST	\$72.37	
	2021-00001307	01/27/2021	12/14-01/11/21 SVC - 17217 & 17229 CHESTNUT ST	\$86.44	
21724	02/10/2021			SO CALIFORNIA EDISON COMPANY	\$38.62
	Invoice	Date	Description	Amount	
	2021-00001315	02/04/2021	01/05-02/03/21 SVC - 15722 NELSON AVE	\$13.00	
	2021-00001316	02/04/2021	01/05-02/03/21 SVC - 15652 NELSON AVE	\$25.62	
21725	02/10/2021			SOCALGAS	\$47.32
	Invoice	Date	Description	Amount	
	2021-00001317	02/05/2021	01/05-02/03/21 SVC - 16200 TEMPLE AVE APT 202-BUNK	\$47.32	
21726	02/17/2021			LOWE'S/SYNCHRONY BANK	\$705.25
	Invoice	Date	Description	Amount	
	977080	01/13/2021	NEW DISHWASHER - 16217 TEMPLE AVE	\$705.25	
21727	02/17/2021			SOCALGAS	\$7.36
	Invoice	Date	Description	Amount	
	2021-00001362	02/08/2021	01/06-02/04/21 SVC - 15722 NELSON AVE	\$7.36	
21728	02/24/2021			SO CALIFORNIA EDISON COMPANY	\$14.31
	Invoice	Date	Description	Amount	
	2021-00001381	02/13/2021	01/14-02/12/21 SVC - 20137 E WALNUT DR S	\$14.31	

**Industry Property and Housing Management Authority  
Board Meeting  
March 10, 2021**

Check	Date	Payee Name		Check Amount
<b>IPHMA.CHK - IPHMA BofA Checking</b>				
21729	02/24/2021	WALNUT VALLEY WATER DISTRICT		\$21.30
	Invoice	Date	Description	Amount
	3914039	02/11/2021	01/05-02/03/21 SVC - 20137 WALNUT DR	\$21.30
21730	03/03/2021	INDUSTRY PUBLIC UTILITY COMMISSI		\$34.68
	Invoice	Date	Description	Amount
	2021-00001412	02/16/2021	01/10-02/10/21 SVC - 16229 TEMPLE AVE	\$27.69
	2021-00001413	02/16/2021	01/10-02/10/21 SVC - 16218 TEMPLE AVE	\$6.99
21731	03/10/2021	ABORTA-BUG PEST CONTROL		\$1,575.00
	Invoice	Date	Description	Amount
	18046	03/01/2021	MARCH 2021 PEST SVC @ \$75 PER HOUSE	\$1,575.00
21732	03/10/2021	CNC ENGINEERING		\$18,162.50
	Invoice	Date	Description	Amount
	502502	02/25/2021	HOUSE INSPECTION COORDINATION - 15736 NELSON ,	\$300.00
	502503	02/25/2021	DOOR REPAIRS COORDINATION - 16220 TEMPLE AVE	\$475.00
	502504	02/25/2021	HOUSE INSPECTION COORDINATION - 15702 NELSON ,	\$500.00
	502505	02/25/2021	HOUSE INSPECTION COORDINATION - 17217 CHESTNL	\$650.00
	502506	02/25/2021	HOUSE INSPECTION COORDINATION - 15730 NELSON ,	\$650.00
	502507	02/25/2021	HOUSE INSPECTION COORDINATION - 15714 NELSON ,	\$450.00
	502508	02/25/2021	MISC REPAIRS COORDINATION - 16227 TEMPLE AVE	\$1,835.00
	502509	02/25/2021	HOUSE INSPECTION COORDINATION - 17229 CHESTNL	\$550.00
	502510	02/25/2021	BARRIER INSTALLATION COORDINATION - 22036 VALLI	\$475.00
	502511	02/25/2021	HOUSE INSPECTION COORDINATION - 16238 TEMPLE /	\$2,000.00
	502512	02/25/2021	MISC REPAIRS COORDINATION - 16224 TEMPLE AVE	\$3,062.50
	502513	02/25/2021	HOUSE INSPECTION COORDINATION - 16242 TEMPLE /	\$550.00

**Industry Property and Housing Management Authority  
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Check	Date		Payee Name	Check Amount
<b>IPHMA.CHK - IPHMA BofA Checking</b>				
	502514	02/25/2021	MISC REPAIRS COORDINATION - 16217 TEMPLE AVE	\$2,187.50
	502515	02/25/2021	MISC REPAIRS COORDINATION - 16200 TEMPLE AVE U	\$900.00
	502516	02/25/2021	MISC MAINTENANCE & REPAIRS - VARIOUS HOUSES	\$2,777.50
	502517	02/25/2021	WINDOW REPAIRS COORDINATION - 16200 TEMPLE AV	\$800.00
<b>21733</b>	03/10/2021		<b>GOODSERVICE APPLIANCE REPAIR</b>	<b>\$870.76</b>
	Invoice	Date	Description	Amount
	1137	04/04/2020	THERMAL FUSE REPLACEMENT - 16000 TEMPLE AVE L	\$171.85
	1138	04/13/2020	DRYER REPAIRS - 15736 NELSON AVE	\$252.95
	1140	07/23/2020	FREEZER REPAIRS - 15730 NELSON AVE	\$79.00
	1141	08/11/2020	REFRIGERATOR REPAIRS - 17229 CHESTNUT ST	\$79.00
	1142	09/26/2020	DRYER REPAIRS - 17217 CHESTNUT ST	\$79.00
	1145	02/17/2021	REFRIGERATOR REPAIRS - 16217 TEMPLE AVE	\$208.96
<b>21734</b>	03/10/2021		<b>IPHMA - PAYROLL ACCOUNT</b>	<b>\$3,500.00</b>
	Invoice	Date	Description	Amount
	MAR-21	02/22/2021	REPLENISH PAYROLL ACCOUNT FOR MARCH 2021	\$3,500.00
<b>21735</b>	03/10/2021		<b>JANUS PEST MANAGEMENT</b>	<b>\$192.00</b>
	Invoice	Date	Description	Amount
	232443	01/08/2021	PEST SVC - 17217 CHESTNUT ST	\$96.00
	232444	01/22/2021	PEST SVC - 17217 CHESTNUT ST	\$96.00
<b>21736</b>	03/10/2021		<b>KLINE'S PLUMBING, INC.</b>	<b>\$350.00</b>
	Invoice	Date	Description	Amount
	11749	02/12/2021	SHOWER REPAIRS - 16224 TEMPLE AVE	\$350.00

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<b>IPHMA.CHK - IPHMA BofA Checking</b>					
<b>21737</b>	03/10/2021	<b>LOWE'S/SYNCHRONY BANK</b>			<b>\$715.05</b>
Invoice	Date	Description	Amount		
49746	02/09/2021	NEW WASHER - 16000 TEMPLE AVE UNIT A	\$715.05		
<b>21738</b>	03/10/2021	<b>OLMOS PROFESSIONAL SERVICES</b>			<b>\$300.00</b>
Invoice	Date	Description	Amount		
16217	02/01/2021	PROFESSIONAL CLEANING DUE TO LEAK REPAIRS - 16	\$300.00		
<b>21739</b>	03/10/2021	<b>SATSUMA LANDSCAPE &amp; MAINT.</b>			<b>\$13,877.68</b>
Invoice	Date	Description	Amount		
0221EHNHCS	02/24/2021	FEBRUARY 2021 LANDSCAPE MAINTENANCE	\$13,877.68		
<b>21740</b>	03/10/2021	<b>TEMP AIR SYSTEM INC.</b>			<b>\$475.00</b>
Invoice	Date	Description	Amount		
800374	01/26/2021	SERVICE FURNACE - 16227 TEMPLE AVE	\$125.00		
800386	01/29/2021	FURNACE SVC - 16217 TEMPLE AVE	\$125.00		
800387	01/29/2021	REPAIR FURNACE - 16227 TEMPLE AVE	\$100.00		
800431	02/11/2021	FURNACE SVC - 16224 TEMPLE AVE	\$125.00		
<b>21741</b>	03/10/2021	<b>THE ELITE GROUP PROPERTY INSPEC</b>			<b>\$6,983.00</b>
Invoice	Date	Description	Amount		
231928	02/17/2021	HOME INSPECTION - 17229 CHESTNUT ST	\$584.00		
231929	02/17/2021	HOME INSPECTION - 17217 CHESTNUT ST	\$618.00		
232082	02/09/2021	HOME INSPECTION - 16212 TEMPLE AVE	\$658.00		
232085	02/09/2021	HOME INSPECTION - 16238 TEMPLE AVE	\$558.00		
232088	02/10/2021	HOME INSPECTION - 16217 TEMPLE AVE	\$534.00		
232089	02/10/2021	HOME INSPECTION - 16224 TEMPLE AVE	\$558.00		



**Industry Property and Housing Management Authority  
Board Meeting  
March 10, 2021**

Check	Date		Payee Name	Check Amount
<b>IPHMA.CHK - IPHMA BofA Checking</b>				
232090	02/11/2021		HOME INSPECTION - 16227 TEMPLE AVE	\$534.00
232091	02/11/2021		HOME INSPECTION - 16242 TEMPLE AVE	\$584.00
232092	02/16/2021		HOME INSPECTION - 15736 NELSON AVE	\$557.00
232126	02/16/2021		HOME INSPECTION - 15730 NELSON AVE	\$584.00
232081	02/18/2021		HOME INSPECTION - 15702 NELSON AVE	\$657.00
232080	02/18/2021		HOME INSPECTION - 15714 NELSON AVE	\$557.00
<b>21742</b>	03/10/2021		<b>WIEKAMP CONSTRUCTION</b>	<b>\$5,882.50</b>
Invoice	Date	Description	Amount	
1136	02/05/2021	CABINET REPAIR - 15730 NELSON AVE	\$212.50	
1137	02/05/2021	VARIOUS REPAIRS - 16242 TEMPLE AVE	\$706.00	
1139	02/05/2021	TROUBLESHOOT & REPLACE RECEPACLES - 16220 T	\$185.00	
1140	02/05/2021	VARIOUS REPAIRS - 16224 TEMPLE AVE	\$1,324.00	
1141	02/05/2021	VARIOUS REPAIRS - 16238 TEMPLE AVE	\$757.00	
1142	02/05/2021	VARIOUS REPAIRS - 15714 NELSON AVE	\$1,015.00	
1144	02/05/2021	VARIOUS REPAIRS - 16238 TEMPLE AVE	\$557.50	
1145	02/05/2021	VARIOUS REPAIRS - 16224 TEMPLE AVE	\$1,125.50	

Checks	Status	Count	Transaction Amount
	Total	20	\$54,026.54

*CITY OF INDUSTRY PROPERTY AND HOUSING  
MANAGEMENT AUTHORITY*

ITEM NO. 6.1



# INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY

## MEMORANDUM

TO: Honorable Chairman and Board Members

FROM: Troy Helling, Executive Director *TH*

STAFF: Yamini Pathak, Director of Finance *YP*

DATE: March 10, 2021

SUBJECT: **Presentation of the FY 2020-2021 Mid-Year Budget Report, and Consideration of Resolution No. IPHMA 2021-03, approving and adopting the FY 2020-2021 Mid-Year Budget Amendments**

### **BACKGROUND:**

On June 30, 2020, Industry Property and Management Authority (“IPHMA”) adopted the FY 2020-2021 (“FY 21”) budget. Throughout the fiscal year, unanticipated revenues and expenditures arise that potentially impact the approved budget, and therefore require budget amendments.

### **DISCUSSION:**

On June 30, 2020, IPHMA budgeted total revenue of \$161,100.00, and total expenditures of \$538,400, and a subsidy of \$377,300.00 from the City’s General Fund.

The FY 20-21 Mid-Year Budget Update will discuss changes to revenue and expenditures through the halfway point of the year and provide an over of the FY 20-21 Proposed Budget Amendments.

**IPHMA-**The adopted budget projected a lower budget for rental income; however due to the increase in rent, there was an increase of rental income in the amount of \$4,500.00. Expenditures for IPHMA have decreased for property maintenance and legal services, as budgets for these services were based on prior year history; however, to date

expenses have decreased and have resulted in a budget reduction for property maintenance and legal services in the amount of \$19,200.00.

**FISCAL IMPACT:**

The FY 20-21 Proposed Budget Amendments for IPHMA Budget will decrease IPHMA Fund expenses by \$19,200.00 and increase the revenue by \$4,500.00.

**RECOMMENDED ACTION:**

Staff recommends that the IPHMA Board receive and file the FY 20-21 Mid-Year Budget Report and adopt Resolution No. IPHMA 2021-03, approving the Proposed FY 20-21 Mid-Year Budget Amendments.

**ATTACHMENTS:**

1. Resolution IPHMA 2021-03: Resolution Approving and Adopting FY 2020-2021 Proposed Mid-Year Budget Amendments
2. Exhibit A-FY 2020-21 Proposed IPHMA Budget
3. Exhibit B-FY 2020-21 Proposed IPHMA Transfer In/Out Schedule

## RESOLUTION NO. IPHMA 2021-03

### A RESOLUTION OF THE INDUSTRY PROPERTY HOUSING AND MANAGEMENT AUTHORITY APPROVING AND ADOPTING THE FISCAL YEAR 2020-21 PROPOSED MID-YEAR BUDGET AMENDMENTS

**WHEREAS**, on June 30, 2020, the Industry Property Housing and Management Authority (“IPHMA”) adopted its FY 2020-2021 (“FY 21”) Budget; and

**WHEREAS**, throughout a fiscal year, unanticipated revenues and expenditures may arise that could potentially impact the adopted budget and require budget amendments; and

**WHEREAS**, on March 10, 2021, the FY 21 Mid-Year Budget Report was presented to the IPHMA Board, which provided an update on IPHMA’s fiscal performance through the mid-point of the fiscal year, from July 1, 2020, through December 31, 2020, comparing all revenues and expenditures to the same period in the prior fiscal year and against adopted budget levels; and

**WHEREAS**, the FY 21 Mid-Year Budget Report also presented an overview of the FY 21 Mid-Year Budget Amendments for the Board’s consideration to approve and amend the FY 21 Adopted Budget.

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE INDUSTRY PROPERTY HOUSING AND MANAGEMENT AUTHORITY, DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:**

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

**Section 2.** The IPHMA received a presentation on the FY 2020-21 Mid-Year Budget Report and hereby receives and files same.

**Section 3.** The IPHMA hereby approves the FY 21 Mid-Year Budget Amendments, attached hereto as Exhibit A, and incorporated herein by reference, subject to any necessary allocations by the City of Industry City Council.

**Section 4.** The IPHMA Board hereby authorizes the Executive Director, or his designee, to make the appropriate changes and budget amendments in IPHMA’s Financial System.

**Section 6.** The Secretary shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

**Section 7.** The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

**Section 8.** This Resolution shall be effective immediately.

**PASSED, APPROVED AND ADOPTED** by the Board of Directors of the Industry Property Housing and Management Authority, at a regular meeting held on March 10, 2021, by the following vote:

AYES: BOARD MEMBERS:  
NOES: BOARD MEMBERS  
ABSTAIN: BOARD MEMBERS  
ABSENT: BOARD MEMBERS

\_\_\_\_\_  
Phil Cook, Chairperson

**ATTEST:**

\_\_\_\_\_  
Julie Gutierrez-Robles, Secretary

**INDUSTRY PROPERTY HOUSING AND MANAGEMENT AUTHORITY  
MID-YEAR BUDGET UPDATE  
REVENUE/EXPENSES DETIAL  
FISCAL YEAR 2020-2021**

Account	Account Description	FY 20/21 Adopted	Budget	Amended	Mid-Year Budget Amendment FY 2020-2021	Exhibit A Proposed
		Budget	Amendments	Budget		Amended Fy 2020- 2021
<b>Fund 160 - Industry Property &amp; Housing</b>						
Department 200 - Revenue						
4340	Rental Income	161,000.00	.00	161,000.00	4,500.00	165,500.00
	Department 200 - Revenue Totals	<b>\$161,000.00</b>	<b>\$0.00</b>	<b>\$161,000.00</b>	<b>4,500.00</b>	<b>165,500.00</b>
Department 300 - Expenditures						
5011	Board Salaries	38,000.00	.00	38,000.00	-	38,000.00
5025	Miscellaneous	.00	.00	.00	1,500.00	1,500.00
5068	Landscape Maintenance	137,000.00	.00	137,000.00	16,200.00	153,200.00
5120.01	Professional Services	5,000.00	.00	5,000.00	(3,000.00)	2,000.00
5120.02	Legal Services	40,000.00	.00	40,000.00	(15,000.00)	25,000.00
5900	General Engineering	85,000.00	.00	85,000.00	13,100.00	98,100.00
8510	Property Maintenance	150,000.00	.00	150,000.00	(32,000.00)	118,000.00
	Department 300 - Expenditures Totals	<b>\$455,000.00</b>	<b>\$0.00</b>	<b>\$455,000.00</b>	<b>(19,200.00)</b>	<b>435,800.00</b>
<b>Fund 160 - Industry Property &amp; Housing Totals</b>						
	<b>REVENUE TOTALS</b>	<b>161,000.00</b>	<b>.00</b>	<b>161,000.00</b>	<b>4,500.00</b>	<b>165,500.00</b>
	<b>EXPENSE TOTALS</b>	<b>455,000.00</b>	<b>.00</b>	<b>455,000.00</b>	<b>(19,200.00)</b>	<b>435,800.00</b>

**CITY OF INDUSTRY  
PROPOSED MID YEAR BUDGET  
SCHEDULE OF TRANSFERS  
FISCAL YEAR 2020-2021**

Exhibit B

		TRANSFERS IN	TRANSFERS OUT	MID YEAR BUDGET ADJUSTMENT
1)	CRIA - EXPO CENTER CRIA- CAPITAL PROJECTS	1,075,800.00	(1,075,800.00)	190,300.00
2)	CRIA- CAPITAL PROJECTS CITY GENERAL FUND	1,877,500.00	(1,877,500.00)	(190,300.00)
3)	CITY- IPHMA CITY GENERAL FUND	377,300.00	(377,300.00)	23,700.00 (23,700.00)
4)	CITY DEBT SERVICE CITY GENERAL FUND	29,546,000.00 4,559,996.00	(4,559,996.00) (29,546,000.00)	
5)	PUBLIC FACILITIES AUTHORITY CITY DEBT SERVICE CITY GENERAL FUND	39,474,000.00	(39,474,000.00)	
6)	SA PROJECT 2 SA - LAND	21,374,796.00	(21,374,796.00)	
7)	DEBT SERVICES PROJECT AREA # 1 DEBT SERVICES PROJECT AREA # 2 DEBT SERVICES PROJECT AREA # 3	54,645,683.00	(45,488,765.00) (9,156,918.00)	
		<u>152,931,075.00</u>	<u>(152,931,075.00)</u>	<u>-</u>



*CITY OF INDUSTRY PROPERTY AND HOUSING  
MANAGEMENT AUTHORITY*

ITEM NO. 6.2



# INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY

## MEMORANDUM

**TO:** Chairman Cook and Members of the Board

**FROM:** Troy Helling, Executive Director *TH*

**STAFF:** Joshua Nelson, Agency Engineer *JN*

**DATE:** March 10, 2021

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

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### **Background:**

C & C Engineering, Inc. ("CNC") has been providing 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 the City and has proven to be instrumental in many of the projects that have been completed throughout the years.

### **Discussion:**

CNC's current agreement is set to expire on March 21, 2021. Therefore, staff is requesting the Board approve a new Professional Services Agreement ("Agreement") with CNC for engineering services. The proposed Agreement will become effective on March 22, 2021 and will terminate upon the Board's 120-day written notice to CNC. Similar to the current agreement, the proposed Agreement does not have a not-to-exceed amount and includes new specific indemnification language for independent contractors, updated scope of services and rate schedule.

### **Fiscal Impact:**

Annual expenditures for the proposed Agreement will vary depending on work assigned and performed. As a point of reference, in Fiscal Year 19/20, the cost for CNC's services related to IPHMA was approximately \$100,000.

### **Recommendation:**

- 1.) Staff recommends that the Board approves the Professional Services Agreement with C & C Engineering, Inc., and authorize the Executive Director to execute same.

**Exhibit:**

A. Professional Services Agreement with C & C Engineering, Inc., dated March 22, 2021.

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TH/BH:yp

**EXHIBIT A**

Professional Services Agreement with C & C Engineering, Inc., dated March 22, 2021

[Attached]

**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
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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.