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## **City of Industry Property and Housing Management Authority**



REGULAR MEETING AGENDA  
MARCH 9, 2022  
10:30 a.m.

Chair Ken Calvo  
Vice Chair Tim Seal  
Board Member Phil Cook  
Board Member, Raheleh Gorginfar  
Board Member Timothy O’Gorman

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

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### **Addressing the Authority:**

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

- **Pursuant to AB 361 (Government Code Section 54953(e), this meeting will be held in person and telephonically. Members of the public can attend the hybrid meeting and offer public comments either in person or telephonically, by calling the following conference call number: 657-204-3264, then entering the following Conference ID: 719 311 520#. Pursuant to the Governor’s Executive Order, and in compliance with the Americans with Disabilities Act, if you need special assistance to participate in the Industry Property and Housing Authority meeting (including assisted listening devices), please contact the City Clerk’s Office at (626) 333-2211 by 5:00 p.m. on Monday, March 7, 2022, 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 IPHMA 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 Mayor Dave Way, 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., Fridays 8:00 a.m. to 4:00 pm. City Hall doors are closed between 12:00 p.m. to 1:00 p.m. each day. Any person with a question concerning any agenda item may call the City Clerk’s Office at (626) 333-2211.*

1. Call to Order
2. Flag Salute
3. Roll Call
4. Public Comments
5. **CONSENT CALENDAR**

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

5.1 Consideration of the Register of Demands for March 9, 2022

*RECOMMENDED ACTION:* *Approve the Register of Demands for February 9, 2022.*

5.2 Consideration of the minutes of the January 12, 2022 regular meeting

*RECOMMENDED ACTION:* *Approve as submitted.*

5.3 Presentation of the FY 2021-22 Mid-Year Budget Report and consideration of Resolution No IPHMA 2022-03, approving and adopting the Fiscal Year 2021-22 proposed Mid-Year Budget Adjustments

*RECOMMENDED ACTION:* *Adopt Resolution No. IPHMA 2022-03.*

5.4 Consideration of Resolution No. IPHMA 2022-04 – A RESOLUTION OF THE INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY (“IPHMA”) CONTINUING THE AUTHORIZATION OF REMOTE TELECONFERENCE MEETINGS PURSUANT TO AB 361

*RECOMMENDED ACTION:* *Adopt Resolution No. IPHMA 2022-04, continuing the authorization of remote teleconferencing meetings pursuant to AB 361.*

6. **BOARD MATTERS**

- 6.1 Consideration of Amendment No. 1 to the Maintenance Services Agreement with Akers Consulting Services, Inc (dba Aborta-Bug Pest & Termite Control), assigning the Agreement to Rodent Pest Technologies, Inc.

*RECOMMENDED ACTION:*

*Approve the Amendment.*

7. **EXECUTIVE DIRECTOR COMMENTS**

8. **AB 1234 REPORTS**

9. **BOARD MEMBER COMMUNICATIONS**

10. Adjournment. Next regular meeting: Wednesday, April 13, 2022, 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 March 9, 2022

| <u>FUND</u>     | <u>DESCRIPTION</u>          | DISBURSEMENTS |
|-----------------|-----------------------------|---------------|
| 124             | IPHMA - CAPITAL IMPROVEMENT | 16,075.00     |
| 160             | INDUSTRY PROPERTY & HOUSING | 65,394.43     |
| TOTAL ALL FUNDS |                             | 81,469.43     |

| <u>BANK</u>     | <u>DESCRIPTION</u>   | DISBURSEMENTS |
|-----------------|----------------------|---------------|
| IPHMA.WF.CHK    | WELLS FARGO CHECKING | 81,469.43     |
| TOTAL ALL BANKS |                      | 81,469.43     |

**APPROVED PER CITY MANAGER**

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**Industry Property and Housing Management Authority**  
**Board Meeting**  
**March 9, 2022**

| Check  | Date          |            | Payee Name                                    | Check Amount |
|--|---------------|------------|---|--------------|
| <b>IPHMA.WF.CHK - IPHMA Wells Fargo Checking</b> |               |            |   |              |
| 200170   | 02/10/2022    |            | SOUTHERN CALIFORNIA EDISON                    | \$63.54      |
|  | Invoice       | Date       | Description                                   | Amount       |
|  | 2022-00001388 | 02/02/2022 | 01/04-02/01/22 SVC - 15722 NELSON AVE         | \$49.02      |
|  | 2022-00001389 | 02/02/2022 | 01/04-02/01/22 SVC - 15652 NELSON AVE         | \$14.52      |
| 200171   | 02/16/2022    |            | INDUSTRY PUBLIC UTILITY COMMISSI              | \$18.76      |
|  | Invoice       | Date       | Description                                   | Amount       |
|  | 2022-00001435 | 02/09/2022 | 01/01-02/01/22 SVC - 17229 CHESTNUT ST        | \$11.23      |
|  | 2022-00001436 | 02/09/2022 | 01/01-02/01/22 SVC - 16229 E TEMPLE AVE       | \$7.53       |
| 200172   | 02/16/2022    |            | SOCALGAS                                      | \$61.13      |
|  | Invoice       | Date       | Description                                   | Amount       |
|  | 2022-00001439 | 02/09/2022 | 01/06-02/07/22 SVC - 15722 NELSON AVE         | \$8.64       |
|  | 2022-00001440 | 02/08/2022 | 01/05-02/04/22 SVC - 16200 TEMPLE AVE APT 202 | \$52.49      |
| 200173   | 02/16/2022    |            | SOUTHERN CALIFORNIA EDISON                    | \$14.92      |
|  | Invoice       | Date       | Description                                   | Amount       |
|  | 2022-00001434 | 02/11/2022 | 01/13-02/10/22 SVC - 20137 E WALNUT DR S      | \$14.92      |
| 200174   | 02/16/2022    |            | WALNUT VALLEY WATER DISTRICT                  | \$54.88      |
|  | Invoice       | Date       | Description                                   | Amount       |
|  | 4243277       | 02/08/2022 | 01/01-01/31/22 SVC - 22002 VALLEY BLVD        | \$33.58      |
|  | 4247701       | 02/09/2022 | 12/31-01/31/22 SVC - 20137 WALNUT DR          | \$21.30      |
| 200175   | 02/16/2022    |            | WELLS FARGO                                   | \$1,531.91   |
|  | Invoice       | Date       | Description                                   | Amount       |

**Industry Property and Housing Management Authority**  
**Board Meeting**  
**March 9, 2022**

| Check  | Date          |            | Payee Name  | Check Amount       |
|--|---------------|------------|---|--------------------|
| <b>IPHMA.WF.CHK - IPHMA Wells Fargo Checking</b> |               |            |   |                    |
|  | 2/9/2022      | 02/09/2022 | SPEED QUEEN WASHER FOR 16000 TEMPLE AVE, CON      | \$1,531.91         |
| <b>200176</b>                                    | 03/02/2022    |            | <b>ROWLAND WATER DISTRICT</b>                     | <b>\$281.99</b>    |
|  | Invoice       | Date       | Description                                       | Amount             |
|  | 2022-00001487 | 02/23/2022 | 01/09-02/07/22 SVC - 17217 & 17229 CHESTNUT - IRR | \$148.55           |
|  | 2022-00001488 | 02/23/2022 | 01/09-02/07/22 SVC - 17217 CHESTNUT ST            | \$86.52            |
|  | 2022-00001489 | 02/23/2022 | 01/09-02/07/22 SVC - 17229 CHESTNUT ST            | \$46.92            |
| <b>200177</b>                                    | 03/09/2022    |            | <b>ABORTA-BUG PEST CONTROL</b>                    | <b>\$1,575.00</b>  |
|  | Invoice       | Date       | Description                                       | Amount             |
|  | 20742         | 02/07/2022 | FEBRUARY 2022 PEST SVC @ \$75 PER HOUSE           | \$1,575.00         |
| <b>200178</b>                                    | 03/09/2022    |            | <b>CASSO &amp; SPARKS, LLP</b>                    | <b>\$5,056.80</b>  |
|  | Invoice       | Date       | Description                                       | Amount             |
|  | 20597         | 02/14/2022 | MAY 2021-NOV 2021 LEGAL SVC - IPHMA               | \$5,056.80         |
| <b>200179</b>                                    | 03/09/2022    |            | <b>CNC ENGINEERING</b>                            | <b>\$21,165.00</b> |
|  | Invoice       | Date       | Description                                       | Amount             |
|  | 504843        | 02/24/2022 | COORDINATION FOR ELECTRICAL SVC - 15702 NELSOI    | \$270.00           |
|  | 504844        | 02/24/2022 | COORDINATION FOR MISC REPAIRS - 16242 E TEMPLE    | \$900.00           |
|  | 504845        | 02/24/2022 | COORDINATION FOR ELECTRICAL & HVAC REPAIRS -      | \$630.00           |
|  | 504846        | 02/24/2022 | COORDINATION FOR MISC REPAIRS - GENERAL           | \$5,130.00         |
|  | 504847        | 02/24/2022 | COORDINATION FOR MISC REPAIRS - 16238 E TEMPLE    | \$1,790.00         |
|  | 504848        | 02/24/2022 | COORDINATION FOR ELEC & HVAC SVC - 16200 E TEM    | \$540.00           |
|  | 504849        | 02/24/2022 | COORDINATION FOR ELECTRICAL SVC - 16200 E TEMF    | \$270.00           |
|  | 504850        | 02/24/2022 | COORDINATION FOR APPLIANCE REPAIRS - 16200 E TI   | \$900.00           |

**Industry Property and Housing Management Authority**  
**Board Meeting**  
**March 9, 2022**

| Check  | Date              |            | Payee Name                                      | Check Amount       |
|--|-------------------|------------|---|--------------------|
| <b>IPHMA.WF.CHK - IPHMA Wells Fargo Checking</b> |                   |            |   |                    |
| 504851   | 02/24/2022        |            | COORDINATION FOR ELECTRICAL INSPECTION - 15714  | \$180.00           |
| 504852   | 02/24/2022        |            | COORDINATION FOR MISC SVC - 16217 E TEMPLE AVE  | \$360.00           |
| 504853   | 02/24/2022        |            | COORDINATION FOR ELEC & PLUMBING REPAIRS - 157  | \$630.00           |
| 504854   | 02/24/2022        |            | COORDINATION FOR MISC REPAIRS - 16224 E TEMPLE  | \$2,600.00         |
| 504855   | 02/24/2022        |            | COORDINATION FOR MISC REPAIRS - 16220 E TEMPLE  | \$1,170.00         |
| 504856   | 02/24/2022        |            | COORDINATION FOR ROOF & ELEC SVC - 15652 NELSON | \$180.00           |
| 504857   | 02/24/2022        |            | COORDINATION FOR MISC REPAIRS - 15722 NELSON A  | \$180.00           |
| 504858   | 02/24/2022        |            | COORDINATION FOR MISC REPAIRS - 16227 E TEMPLE  | \$360.00           |
| 504859   | 02/24/2022        |            | MISC HOUSING CAPITAL IMPROVEMENTS               | \$5,075.00         |
| <b>200180</b>                                    | <b>03/09/2022</b> |            | <b>INDEPENDENT ROOFING CONSULTAN</b>            | <b>\$11,000.00</b> |
|  | Invoice           | Date       | Description                                     | Amount             |
|  | 0078290           | 01/31/2022 | ROOF MAINTENANCE - VARIOUS HOUSES               | \$2,800.00         |
|  | 78255             | 01/27/2022 | ROOF REPLACEMENT DRAWINGS - MULTIPLE HOMES      | \$8,200.00         |
| <b>200181</b>                                    | <b>03/09/2022</b> |            | <b>IPHMA - PAYROLL ACCOUNT</b>                  | <b>\$3,600.00</b>  |
|  | Invoice           | Date       | Description                                     | Amount             |
|  | MAR-22            | 02/23/2022 | REPLENISH PAYROLL ACCOUNT FOR MARCH 2022        | \$3,600.00         |
| <b>200182</b>                                    | <b>03/09/2022</b> |            | <b>JANUS PEST MANAGEMENT</b>                    | <b>\$1,169.00</b>  |
|  | Invoice           | Date       | Description                                     | Amount             |
|  | 243625            | 12/08/2021 | PEST SVC - 17229 CHESTNUT ST                    | \$270.00           |
|  | 243612            | 12/07/2021 | PEST SVC - 17229 CHESTNUT ST                    | \$65.00            |
|  | 243611            | 12/07/2021 | PEST SVC - 17217 CHESTNUT ST                    | \$385.00           |
|  | 243623            | 12/08/2021 | PEST SVC - 17217 CHESTNUT ST                    | \$270.00           |
|  | 244549            | 01/07/2022 | PEST SVC - 17217 CHESTNUT ST                    | \$60.00            |



**Industry Property and Housing Management Authority**  
**Board Meeting**  
**March 9, 2022**

| Check  | Date          |               | Payee Name                                     | Check Amount              |
|--|---------------|---------------|--|---------------------------|
| <b>IPHMA.WF.CHK - IPHMA Wells Fargo Checking</b> |               |               |  |                           |
|  | 244548        | 01/07/2022    | PEST SVC - 17229 CHESTNUT ST                   | \$60.00                   |
|  | 244468        | 02/08/2022    | PEST SVC - 16212 TEMPLE AVE                    | \$59.00                   |
| <b>200183</b>                                    | 03/09/2022    |               | <b>KLINE'S PLUMBING, INC.</b>                  | <b>\$650.00</b>           |
|  | Invoice       | Date          | Description                                    | Amount                    |
|  | 12213         | 02/12/2022    | REPLACE TUB CARTRIDGE & SHOWER HEAD - 15736 N  | \$305.00                  |
|  | 12214         | 02/12/2022    | PLUMBING SVC - 16238 E TEMPLE AVE              | \$160.00                  |
|  | 12215         | 02/12/2022    | REPLACE SHOWER CARTRIDGE - 16242 TEMPLE AVE    | \$185.00                  |
| <b>200184</b>                                    | 03/09/2022    |               | <b>SATSUMA LANDSCAPE &amp; MAINT.</b>          | <b>\$16,096.50</b>        |
|  | Invoice       | Date          | Description                                    | Amount                    |
|  | 0222EHNHCS    | 02/25/2022    | FEBRUARY 2022 LANDSCAPE MAINTENANCE            | \$16,096.50               |
| <b>200185</b>                                    | 03/09/2022    |               | <b>TEMP AIR SYSTEM INC.</b>                    | <b>\$19,130.00</b>        |
|  | Invoice       | Date          | Description                                    | Amount                    |
|  | 801357        | 12/01/2021    | HVAC REPLACEMENT & REPAIRS - 16218 E TEMPLE AV | \$14,500.00               |
|  | 801558        | 02/04/2022    | FURNACE INSPECTION - 16000 TEMPLE AVE UNIT B   | \$195.00                  |
|  | 801556        | 02/04/2022    | FURNACE INSPECTION - 16238 TEMPLE AVE          | \$195.00                  |
|  | 801557        | 02/04/2022    | FURNACE INSPECTION - 16000 TEMPLE AVE UNIT D   | \$195.00                  |
|  | 801525        | 12/15/2021    | FURNACE INSPECTION - 17217 CHESTNUT ST         | \$195.00                  |
|  | 801559        | 02/04/2022    | INSTALL SEDIMENT GAS TRAP - 16229 TEMPLE AVE   | \$250.00                  |
|  | 801546        | 01/31/2022    | INSTALL NEW HVAC DUCTING - 16229 TEMPLE AVE    | \$3,600.00                |
|  |               |               |  |                           |
|  | <b>Checks</b> | <b>Status</b> | <b>Count</b>                                   | <b>Transaction Amount</b> |
|  |               | <b>Total</b>  | <b>16</b>                                      | <b>\$81,469.43</b>        |

*CITY OF INDUSTRY PROPERTY AND HOUSING  
MANAGEMENT AUTHORITY*

ITEM NO. 5.2

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CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY  
REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
JANUARY 12, 2022  
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The Regular Meeting of the Industry Property and Housing Management Authority of the City of Industry, California, was called to order by Vice Chair Tim Seal at 10:33 a.m., in the City of Industry Council Chamber, 15651 Mayor Dave Way, California and telephonically using Conference Call Number, 657-204-3264, Conference ID: 919 038 579#.

**FLAG SALUTE**

The flag salute was led by Vice Chair Tim Seal.

**ROLL CALL**

PRESENT: Tim Seal, Vice Chair  
Phil Cook, Board Member- Telephonically  
Raheleh Gorginfar, Board Member - Telephonically  
Timothy O’Gorman, Board Member – Telephonically

ABSENT: Ken Calvo, Chair

STAFF PRESENT: Josh Nelson, Executive Director; Bing Hyun, Assistant City Manager; James M. Casso, General Counsel; Julie Robles, Secretary; and Lynn Thompson, Administrative Technician III.

**PUBLIC COMMENTS**

There were none.

**CONSENT CALENDAR**

**5.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR JANUARY 12, 2022**

*RECOMMENDED ACTION:*  
*Demands for August 10, 2021.*

*Approve the Register of*

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CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY  
REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
JANUARY 12, 2022  
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**5.2 CONSIDERATION OF RESOLUTION NO. IPHMA 2022-01 – A RESOLUTION OF THE INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY (“IPHMA”) CONTINUING THE AUTHORIZATION OF REMOTE TELECONFERENCE MEETINGS PURSUANT TO AB 361**

*RECOMMENDED ACTION:* *Adopt Resolution No. IPHMA 2022-01, continuing the authorization of remote teleconferencing meetings pursuant to AB 361.*

MOTION BY BOARD MEMBER GORGINFAR, AND SECOND BY BOARD MEMBER COOK TO APPROVE THE CONSENT CALENDAR. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

|         |                |                                    |
|---------|----------------|------------------------------------|
| AYES:   | BOARD MEMBERS: | COOK, GORGINFAR, O’GORMAN, VC/SEAL |
| NOES:   | BOARD MEMBERS: | NONE                               |
| ABSENT  | BOARD MEMBERS: | C/CALVO                            |
| ABSTAIN | BOARD MEMBERS: | NONE                               |

**BOARD MATTERS**

**6.1 CONSIDERATION OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY RENTAL APPLICATION PROCESS**

*RECOMMENDED ACTION:* *Direct Staff as deemed appropriate.*

Vice Chair Tim Seal, on behalf of Ken Calvo, asked to pull item No. 6.1, and bring back to the next meeting so Chair Calvo could participate in the direction of this item.

**EXECUTIVE DIRECTOR REPORTS**

Executive Director Josh Nelson extended a Happy New Year to everyone.

**AB 1234 REPORTS**

There were none.

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CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY  
REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
JANUARY 12, 2022  
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**BOARD MEMBER COMMUNICATIONS**

There were none.

**ADJOURNMENT**

There being no further business, the Industry Property and Housing Management Authority adjourned at 10:40 a.m.

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Ken Calvo  
Chair

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Julie Robles  
Secretary

*CITY OF INDUSTRY PROPERTY AND HOUSING  
MANAGEMENT AUTHORITY*

ITEM NO. 5.3



# INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY

## MEMORANDUM

TO: Honorable Chairman and Board Members

FROM: Joshua Nelson, Executive Director *JN*

STAFF: Yamini Pathak, Director of Finance *YR*

DATE: March 9, 2022

SUBJECT: **Presentation of the FY 2021-2022 Mid-Year Budget Report, and Consideration of Resolution No. IPHMA 2022-03, approving and adopting the FY 2021-2022 Mid-Year Budget Amendments**

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### **BACKGROUND:**

On June 30, 2021, Industry Property and Management Authority ("IPHMA") adopted the FY 2021-2022 ("FY 22") 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, 2021, IPHMA budgeted total revenue of \$175,100.00, and total expenditures of 690,800.00, and a subsidy of \$515,700.00 from the City's General Fund.

The FY 21-22 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 21-22 Proposed Budget Amendments.

The proposed mid-year budget reflects a \$5,000.00 increase for general insurance and bonding expenses and a decrease of \$25,000.00 for professional services, for a total decrease in the IPHMA expense budget of \$20,000.00.

### **FISCAL IMPACT:**

The FY 21-22 Proposed Budget Amendments for IPHMA Budget will decrease expenses by \$20,000.00. As a result, City's General Fund subsidy to IPHMA will decrease by \$20,000.00.

**RECOMMENDED ACTION:**

Staff recommends that the IPHMA Board receive and file the FY 21-22 Mid-Year Budget Report and adopt Resolution No. IPHMA 2022-03, approving the Proposed FY 21-22 Mid-Year Budget Amendments.

**ATTACHMENTS:**

1. Resolution IPHMA 2022-03: Resolution Approving and Adopting FY 2021-2022 Proposed Mid-Year Budget Amendments
2. Exhibit A-FY 2021-22 Proposed IPHMA Budget
3. Exhibit B-FY 2021-22 Proposed IPHMA Transfer In/Out Schedule



**RESOLUTION NO. IPHMA 2022-03**

**A RESOLUTION OF THE INDUSTRY PROPERTY HOUSING AND  
MANAGEMENT AUTHORITY APPROVING AND ADOPTING THE  
FISCAL YEAR 2021-22 PROPOSED MID-YEAR BUDGET  
ADJUSTMENTS**

**WHEREAS**, on June 30, 2021, the Industry Property Housing and Management Authority (“IPHMA”) adopted its FY 2021-2022 (“FY 22”) 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 9, 2022, the FY 22 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, 2021, through December 31, 2021, comparing all revenues and expenditures to the same period in the prior fiscal year and against adopted budget levels; and

**WHEREAS**, the FY 22 Mid-Year Budget Report also presented an overview of the FY 22 Mid-Year Budget Amendments for the Board’s consideration to approve and amend the FY 22 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 2021-22 Mid-Year Budget Report and hereby receives and files same.

**Section 3.** The IPHMA hereby approves the FY 22 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 9, 2022, by the following vote:

|          |                |
|----------|----------------|
| AYES:    | BOARD MEMBERS: |
| NOES:    | BOARD MEMBERS  |
| ABSTAIN: | BOARD MEMBERS  |
| ABSENT:  | BOARD MEMBERS  |

\_\_\_\_\_  
Ken Calvo, Chairman

**ATTEST:**

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

**EXHIBIT A**

FY 2021-22 Proposed IPHMA Budget

(Attached)

INDUSTRY PROPERTY HOUSING AND MANAGEMENT AUTHORITY  
REVENUE/EXPENSES SUMMARY  
MID-YEAR BUDGET UPDATE  
FISCAL YEAR 2021-2022

Exhibit A

| <u>Account</u>  | <u>Account Description</u>                 | <u>ADOPTED BUDGET<br/>FY 21-22</u> | <u>BUDGET AMENDMENTS</u> | <u>AMENDED BUDGET</u> | <u>MID-YEAR BUDGET<br/>AMENDMENTS</u> | <u>PROPOSED AMENDED<br/>BUDGET FY 21-22</u> |
|---|--|------------------------------------|--------------------------|-----------------------|---------------------------------------|---|
| <b>Fund 160 - Industry Property &amp; Housing</b>       |  |                                    |                          |                       |                                       |   |
|   | Department 300 - Expenditures              |                                    |                          |                       |                                       |   |
| 5012  | General Insurance and Bonding              | 10,000.00                          | -                        | 10,000.00             | 5,000.00                              | 15,000.00                                   |
| 5120.01   | Professional Services                      | 80,000.00                          | -                        | 80,000.00             | (25,000.00)                           | 55,000.00                                   |
|   | <b>Department 300 - Expenditures Total</b> | <b>90,000.00</b>                   | <b>-</b>                 | <b>90,000.00</b>      | <b>(20,000.00)</b>                    | <b>70,000.00</b>                            |
| <b>Fund 160 - Industry Property &amp; Housing Total</b> |  |                                    |                          |                       |                                       |   |
| <b>EXPENSE Total</b>                                    |  | <b>90,000.00</b>                   | <b>-</b>                 | <b>90,000.00</b>      | <b>(20,000.00)</b>                    | <b>70,000.00</b>                            |

**EXHIBIT B**

FY 2021-22 Proposed IPHMA Transfer In/Out Schedule

(Attached)

**CITY OF INDUSTRY  
SCHEDULE OF TRANSFERS  
MID-YEAR BUDGET UPDATE  
FISCAL YEAR 2021-2022**

|    |  | <u>TRANSFERS IN</u>               | <u>TRANSFERS OUT</u>                  | <b>Exhibit B</b><br><u>MID-YEAR BUDGET<br/>AMENDMENTS</u> |
|----|--|-----------------------------------|---------------------------------------|---|
| 1) | CRIA - EXPO CENTER<br>CRIA- CAPITAL PROJECTS (ADMINISTRATIVE)                                      | 1,797,400.00                      | (1,797,400.00)                        |   |
| 2) | CRIA- CAPITAL PROJECTS (ADMINISTRATIVE)<br>CITY GENERAL FUND                                       | 4,019,600.00                      | (4,019,600.00)                        | 15,900.00<br>(15,900.00)                                  |
| 3) | CITY- IPHMA<br>CITY GENERAL FUND   | 541,700.00                        | (541,700.00)                          | (20,000.00)<br>20,000.00                                  |
| 4) | CITY DEBT SERVICE<br>CITY GENERAL FUND<br>CITY GENERAL FUND<br>CITY DEBT SERVICE                   | 32,285,000.00<br><br>3,109,600.00 | (32,285,000.00)<br><br>(3,109,600.00) |   |
| 5) | PUBLIC FACILITIES AUTHORITY<br>CITY DEBT SERVICE   | 44,649,000.00                     | (44,649,000.00)                       |   |
| 6) | SA PROJECT 2<br>SA - LAND  | 41,644,900.00                     | (41,644,900.00)                       |   |
| 7) | DEBT SERVICES PROJECT AREA # 1<br>DEBT SERVICES PROJECT AREA # 2<br>DEBT SERVICES PROJECT AREA # 3 | 8,566,000.00                      | (8,566,000.00)                        |   |
|    |  | <u>136,613,200.00</u>             | <u>(136,613,200.00)</u>               | <u>-</u>  |

*CITY OF INDUSTRY PROPERTY AND HOUSING  
MANAGEMENT AUTHORITY*

ITEM NO. 5.4

## RESOLUTION NO. IPHMA 2022-04

### A RESOLUTION OF THE INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY CONTINUING THE AUTHORIZATION OF REMOTE TELECONFERENCE MEETINGS PURSUANT TO AB 361

#### RECITALS

**WHEREAS**, the Industry Property and Housing Management Authority (“IPHMA”) is committed to preserving and encouraging public access and participation in meetings of its legislative bodies; and

**WHEREAS**, all meetings of the IPHMA are open and public, as required by the Ralph M. Brown Act (Gov. Code §§54950 – 54963) (“Brown Act”), so that any member of the public may attend, participate, and observe the legislative bodies conduct their business; and

**WHEREAS**, in March 2020 as a response to the ongoing COVID-19 pandemic, Governor Newsom issued Executive Orders N-25-20 and N-29-20. These orders suspended certain elements of the Brown Act and specifically allowed for legislative bodies as defined by the Brown Act to hold their meetings entirely electronically with no physical meeting place. On June 11, 2021, Governor Newsom issued Executive Order N-08-21, which provided that the provisions in Executive Order N-29-20 suspending certain elements of the Brown Act would continue to apply through September 30, 2021; and

**WHEREAS**, on September 16, 2021 Governor Newsom signed AB 361, which added subsection (e) to Government Code §54953 of the Brown Act, and makes provision for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code §54953(b)(3), subject to the existence of certain conditions; and

**WHEREAS**, one of the conditions required is that a state of emergency has been declared by the Governor pursuant to Government Code §8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code §8558; and

**WHEREAS**, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

**WHEREAS**, in March 2020, in response to the spread of COVID-19 in the State of California, the Governor Proclaimed a State of Emergency pursuant to Government Code §8625, and issued a number of executive orders aimed at containing the COVID-19 virus, and the County of Los Angeles through various Orders of the Los Angeles County Health Officer, continues to impose or recommend measures to promote social distancing; and



**WHEREAS**, Los Angeles County officials have recommended and imposed measures to promote social distancing, and requiring masks for all regardless of vaccination status in an effort to slow the continuously high levels of transmission of COVID-19 throughout the State and Los Angeles County; and

**WHEREAS**, the Centers for Disease Control and Prevention ("CDC") continues to recommend physical distancing of at least 6 feet from others outside the household; and

**WHEREAS**, due to the rise in COVID-19 cases caused by the Omicron variant, the IPHMA is concerned about the health and safety of all individuals of the public who attend public meetings; and

**WHEREAS**, as a consequence of the continued state of emergency, the Board adopted Resolution No. IPHMA 2021-06 on November 4, 2021, Resolution No. IPHMA 2021-07 on December 4, 2021, Resolution No. IPHMA 2022-01 on January 3, 2022, and Resolution No. IPHMA 2022-02 on February 2, 2022, finding and determining that the IPHMA would continue to conduct its meetings without compliance with Government Code §54953(b)(3), as authorized by Government Code §54953(e), and that the IPHMA would continue to comply with the requirements to provide the public with access to all public meetings as prescribed in §54953(e)(2); and

**WHEREAS**, pursuant to the provisions of AB 361, the IPHMA Board hereby finds and determines that the findings set forth in Resolution No. IPHMA 2022-02 remain, and that it is thereby necessary to continue to conduct its meetings without compliance with Government Code §54953(b)(3), as authorized by Government Code §54953(e).

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

**SECTION 1:** All of the facts set forth in the Recitals are true and correct, and are incorporated herein by reference.

**SECTION 2:** The IPHMA hereby considers the existing conditions of the state of emergency, local officials in Los Angeles County have recommended or imposed measures to promote social distancing in connection with COVID-19. Based on these facts, findings, and determinations, the IPHMA authorizes staff to conduct remote teleconference meetings of the IPHMA, under the provisions of Government Code §54953(e).

**SECTION 3:** The Executive Director is hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution and AB 361, including continuing to conduct open and public meetings in accordance with the Brown Act.

**SECTION 4:** This Resolution shall take effect March 4, 2022, and shall be effective until the earlier of April 3, 2022, or such time as the IPHMA adopts a subsequent

resolution in accordance with Government Code §54953(e)(3) to extend the time during which the IPHMA may continue to meet by teleconference.

**PASSED, APPROVED AND ADOPTED** by the Industry Property and Housing Management Authority at a regular meeting held on March 9, 2022, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS

ABSENT: BOARD MEMBERS:

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Ken Calvo, Chairman

**ATTEST:**

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Julie Gutierrez-Robles, Secretary

*CITY OF INDUSTRY PROPERTY AND HOUSING  
MANAGEMENT AUTHORITY*


ITEM NO. 6.1



# INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY

## MEMORANDUM

**TO:** Honorable Mayor Moss and Members of the City Council

**FROM:** Joshua Nelson, Executive Director 

**STAFF:** Bing Hyun, Assistant Executive Director

**DATE:** March 9, 2022

**SUBJECT:** Consideration of Amendment No. 1 to the Maintenance Services Agreement with Akers Consulting Services, Inc (dba Aborta-Bug Pest & Termite Control), assigning the Agreement to Rodent Pest Technologies, Inc.

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### **Background:**

On June 9, 2021, the IPHMA Board approved a Maintenance Services Agreement (“Agreement”) with Akers Consulting Services, Inc. (“Aborta-Bug”) for providing pest management and rodent control services for the residential units at a not-to-exceed compensation of \$90,000.00. The Agreement is set to expire on June 30, 2024, and includes two one-year extensions. On or about January 14, 2022, Aborta-Bug was sold and purchased by Rodent Pest Technologies, Inc., (“Rodent Pest”).

### **Discussion:**

Rodent Pest was started in April 2019 by its founder who has over 25 years of experience in the pest industry. Rodent Pest has partners or purchased several pest controls companies across the county. Rodent Pest currently provides services throughout California, Nevada, Oregon, Idaho, and Florida.

Rodent Pest is providing pest management and rodent control at the same monthly frequency as Aborta-Bug. Rodent Pest also provides other services including bee removal, which may be added to the Agreement in the future, if the need arises.

Amendment No. 1 will transfer all obligations previously held by Aborta-Bug to Rodent Pest Technologies, Inc., and revise the Notice section to reflect Rodent Pest and the IPHMA mailing address.

### **Fiscal Impact:**

There is no fiscal impact associated with Amendment No. 1.

**Recommendation:**

It is recommended that the IPHMA Board approve Amendment No. 1 to the Maintenance Services Agreement with Akers Consultant Services, Inc.

**Exhibit:**

- A. Amendment No. 1 to the Maintenance Services Agreement with Akers Consultant Services, Inc., dated March 9, 2022.
- 

JN/BH:kt

**EXHIBIT A**

Amendment No. 1 to Maintenance Services Agreement with Akers Consulting Services, Inc., dated March 9, 2022

[Attached]

**AMENDMENT NO. 1  
TO MAINTENANCE SERVICES AGREEMENT WITH AKERS CONSULTING  
SERVICES, INC.**

This Amendment No. 1 to the Maintenance Services Agreement (“Agreement”), is made and entered into this 9<sup>th</sup> day of March, 2022 (“Effective Date”), by and between the Industry Property and Housing Management Authority, a public body (“IPHMA”) and Rodent Pest Technologies, Inc., a Delaware corporation (“Consultant”). The IPHMA and Consultant are hereinafter collectively referred to as the “Parties.”

**RECITALS**

**WHEREAS**, on or about June 9, 2021, the Agreement was entered into and executed between the IPHMA and Akers Consulting Services, Inc. (“Akers”) to provide professional services for the pest management and rodent control services; and

**WHEREAS**, on or about January 14, 2022, Akers was sold, and purchased by Rodent Pest Technologies, a Delaware corporation. Given the dissolution of Akers, effective January 14, 2022, the Parties desire to transfer all obligations previously held by Akers to Rodent Pest Technologies, Inc.; and

**WHEREAS**, it is also necessary to amend the Agreement to reflect the dissolution of Akers and revise the Notices section to reflect the current address for the Rodent Pest Technologies, Inc., and IPHMA; and

**WHEREAS**, for the reasons set forth herein, the IPHMA and Rodent Pest Technologies, Inc., desire to enter into this Amendment No. 1, as set forth below.

**AMENDMENT**

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

Effective January 14, 2022, in all instances, the term “Consultant” shall mean Rodent Pest Technologies, Inc., a Delaware corporation. Commencing as of the January 14, 2022, all obligations and rights under the Agreement which previously designated Akers Consulting Services, Inc. as the responsible party, shall be assigned to Rodent Pest Technologies, Inc.

**14. NOTICES**

The address for IPHMA is hereby revised to read in its entirety as follows:

IPHMA  
15625 Mayor Dave Way  
City of Industry, CA 91744  
Tel: (626) 333-2211

The address for Contractor is hereby revised to read in its entirety as follows:

Jim Gammill, Southern California District Manager  
Certus Pest, Inc.  
12155 Magnolia Avenue, Suite 10-B  
Riverside, CA 92503

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

**“IPHMA”**  
**Industry Property and Housing**  
**Management Authority**

**“CONSULTANT”**  
**Rodent Pest Technologies, Inc.**

By: \_\_\_\_\_  
Joshua Nelson, Executive Director

By: \_\_\_\_\_  
Mike Givlin, CEO

**Attest:**

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

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
James M. Casso, General Counsel



**EXHIBIT A TO AMENDMENT NO. 1:**

**MAINTENANCE SERVICES AGREEMENT WITH AKERS CONSULTING SERVICES  
INC.**

## INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY

### MAINTENANCE SERVICES AGREEMENT

This MAINTENANCE SERVICES AGREEMENT ("Agreement"), is made and effective as of June 9, 2021 ("Effective Date"), between the Industry Property and Housing Management Authority, a public body ("IPHMA"), and Akers Consulting Services, Inc., a California S corporation, dba Aborta-Bug Pest & Termite Control ("Contractor"). The IPHMA and Contractor are hereinafter collectively referred to as the "Parties".

### RECITALS

**WHEREAS**, IPHMA desires to engage Contractor to perform the services described herein, and Contractor 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 Contractor 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 June 30, 2024, unless sooner terminated pursuant to the provisions of this Agreement. Notwithstanding the foregoing, the Executive Director may extend the Term of the Agreement for two (2) one-year terms.

#### 2. SERVICES

(a) Contractor 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 Contractor, 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) Contractor 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 pest control services, serving a municipal agency.

(d) Contractor 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, Contractor shall not perform any work for another person or entity for whom Contractor was not working on the Effective Date if both (i) such work would require Contractor 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 Contractor'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.* Contractor 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 Contractor was an employee, agent, appointee, or official of the IPHMA in the previous twelve (12) months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Contractor will not be entitled to any compensation for Services performed pursuant to this Agreement, and Contractor will be required to reimburse the IPHMA for any sums paid to the Contractor. Contractor 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) Contractor 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 Contractor or under its supervision, and all personnel engaged in the Services shall be qualified and licensed to perform such services.

### **3. MANAGEMENT**

Executive Director shall represent the IPHMA in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Contractor, but shall have no authority to modify the Services or the compensation due to Contractor.

### **4. PAYMENT**

(a) The IPHMA agrees to pay Contractor 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 Ninety Thousand Dollars (\$90,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Contractor 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. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by IPHMA and Contractor at the time IPHMA's written authorization is given to Contractor for the performance of said services.

(c) Contractor 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 Contractor's fees it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

## **5. SUSPENSION OR TERMINATION OF AGREEMENT**

(a) The 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 Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor 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 Contractor 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 Contractor shall submit an invoice to the IPHMA pursuant to Section 5 of this Agreement.

## **6. OWNERSHIP OF DOCUMENTS**

(a) Contractor 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. Contractor 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. Contractor 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 Contractor. With respect to computer files, Contractor shall make available to the IPHMA, at the Contractor'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. Contractor 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 Contractor in the course of providing the services under this Agreement. All reports, documents, or other written material developed by Contractor in the performance of the Services pursuant to this Agreement, shall be and remain the property of the IPHMA.

## **7. INDEMNIFICATION**

### **(a) Indemnity for professional liability**

When the law establishes a professional standard of care for Contractor's Services, to the fullest extent permitted by law, Contractor 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 Contractor, its officers, agents, employees or subcontractors (or any agency or individual that Contractor 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, Contractor 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 Contractor or by any individual or agency for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

(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, Contractor shall have an immediate duty to defend the IPHMA at Contractor'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 Contractor and IPHMA, as to whether liability arises from the sole negligence of the IPHMA or its officers, employees, or agents, Contractor 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. Contractor will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

**8. INSURANCE**

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

**9. INDEPENDENT CONTRACTOR**

(a) Contractor is and shall at all times remain as to the IPHMA a wholly independent Contractor and/or independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither IPHMA nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor 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. Contractor 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 Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, IPHMA shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for IPHMA. IPHMA shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

(c) Contractor 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, Contractor's or by any individual or agency for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractor of Contractor, service as an independent contractor. The provisions of this Section 9(c) are effective as of January 1, 2020. The indemnity provisions set forth in this Section 9(c) shall survive the termination of this Agreement, and are in addition to any other rights or remedies the IPHMA may have under the law.

**10. LEGAL RESPONSIBILITIES**

The Contractor 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 Contractor 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 Contractor to comply with this Section.

**11. UNDUE INFLUENCE**

Contractor 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 Contractor, or from any officer, employee or agent of Contractor, 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.

**12. 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.

**13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without IPHMA's prior written authorization. Contractor, its officers, employees, agents, or subcontractors, 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) Contractor shall promptly notify IPHMA should Contractor, its officers, employees, agents, or subcontractors 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 Contractor 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 Contractor 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 Contractor in such proceeding, Contractor agrees to cooperate fully with the IPHMA and to provide the opportunity to review any response to discovery requests provided by Contractor. 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.

**14. NOTICES**

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which

provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To IPHMA: IPHMA  
15625 E. Stafford, Suite 100  
City of Industry, CA 91744  
Attention: Executive Director

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

To Contractor: Akers Consulting Services, Inc.  
466 West Arrow Highway, Suite J  
San Dimas, CA 91773  
Attn: Brian Akers

#### 15. **ASSIGNMENT**

The Contractor 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 subcontractor for any services under this Agreement, Contractor shall provide IPHMA with the identity of the proposed subcontractor, a copy of the proposed written contract between Contractor and such subcontractor 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 subcontractor carries insurance at least equal to that required by this Agreement or obtain a written waiver from the IPHMA for such insurance.

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

#### 16. **GOVERNING LAW/ATTORNEYS' FEES**

The IPHMA and Contractor 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 Contractor under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and Contractors, as well as costs on appeal, in addition to any other relief to which it may be entitled.

**17. ENTIRE AGREEMENT**

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

**18. SEVERABILITY**

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

**19. COUNTERPARTS**

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

**20. CAPTIONS**

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

**21. WAIVER**

The waiver by IPHMA or Contractor 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 Contractor unless in writing.

**22. REMEDIES**

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

**23. AUTHORITY TO EXECUTE THIS AGREEMENT**


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


By: \_\_\_\_\_

  
Troy Holling, Executive Director

**"CONTRACTOR"**

Akers Consulting Services, Inc.

By: \_\_\_\_\_

  
Brian Akers, President

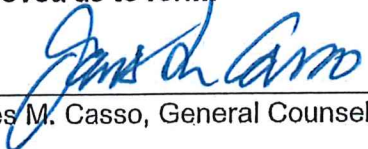
**Attest:**

By: \_\_\_\_\_

  
Julie Gutierrez-Robles, Secretary

**Approved as to form:**

By: \_\_\_\_\_

  
James M. Casso, General Counsel

Attachments:      Exhibit A      Scope of Services  
                         Exhibit B      Rate Schedule

## EXHIBIT A

### SCOPE OF SERVICES

Consultant shall provide pest management and rodent control services for the properties set forth below. General pest management services shall include, but are not limited to, the following: Argentine ants, black widow spider, brown widow spiders, American roaches, water beetles, crickets, earwigs, millipedes, sowbugs, pillbugs, fly control and fire rodents.

Executive Director has the authority to request additional services if needed.

|                      |       |                |         |
|----------------------|-------|----------------|---------|
| 16000 Temple Ave #A  | \$75  | General Pest   | Monthly |
| 16000 Temple Ave #A  | \$75  | Rodent Control | Monthly |
| 16000 Temple Ave #B  | \$75  | General Pest   | Monthly |
| 16000 Temple Ave #B  | \$75  | Rodent Control | Monthly |
| 16000 Temple Ave #C  | \$75  | General Pest   | Monthly |
| 16000 Temple Ave #C  | \$75  | Rodent Control | Monthly |
| 16000 Temple Ave #D  | \$75  | General Pest   | Monthly |
| 16000 Temple Ave # D | \$75  | Rodent Control | Monthly |
| 16212 Temple Ave     | \$75  | General Pest   | Monthly |
| 16217 Temple Ave     | \$75  | General Pest   | Monthly |
| 16218 Temple Ave     | \$75  | General Pest   | Monthly |
| 16220 Temple Ave     | \$75  | General Pest   | Monthly |
| 16220 Temple Ave     | \$75  | Rodent Control | Monthly |
| 16224 Temple Ave     | \$75  | General Pest   | Monthly |
| 16224 Temple Ave     | \$75  | Rodent Control | Monthly |
| 16227 Temple Ave     | \$75  | General Pest   | Monthly |
| 16229 Temple Ave     | \$75  | General Pest   | Monthly |
| 16238 Temple Ave     | \$75  | General Pest   | Monthly |
| 16242 Temple Ave     | \$75  | General Pest   | Monthly |
| 17217 Chestnut St    | \$75  | General Pest   | Monthly |
| 17229 Chestnut St    | \$75  | General Pest   | Monthly |
| 15652 Nelson Ave     | \$75  | General Pest   | Monthly |
| 15702 Nelson Ave     | \$75  | General Pest   | Monthly |
| 15714 Nelson Ave     | \$75  | General Pest   | Monthly |
| 15722 Nelson Ave     | \$75  | General Pest   | Monthly |
| 15730 Nelson Ave     | \$75  | General Pest   | Monthly |
| 15736 Nelson Ave     | \$75  | General Pest   | Monthly |
| 14063 Proctor Ave    | \$85  | General Pest   | Monthly |
| 22036 Valley Blvd    | \$140 | General Pest   | Monthly |

EXHIBIT B  
RATE SCHEDULE

| Service                              | Monthly Rate               |
|--------------------------------------|----------------------------|
| General Pest (depending on lot size) | \$75.00, \$85.00, \$140.00 |
| Rodent Control                       | \$75.00                    |

The above location costs are only estimates, and the IPHMA, may, in its sole and absolute discretion, reallocate resources amongst the various locations, not to exceed the payment amount set forth in Section 4(a) of this Agreement.

## EXHIBIT C

### INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of IPHMA, and prior to commencement of the Services, Contractor 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.** Contractor 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.** Contractor 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 Contractor 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.** Contractor 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 Contractor 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.** Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000.00).

Contractor 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.** Contractor 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.** Contractor 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 Contractor, his agents, representatives, employees or subcontractors.

**Primary/noncontributing.** Coverage provided by Contractor 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 Contractor, or IPHMA will withhold amounts sufficient to pay premium from Contractor 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 Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against IPHMA, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

**Enforcement of contract provisions (non estoppel).** Contractor acknowledges and agrees that any actual or alleged failure on the part of the IPHMA to inform Contractor 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 Contractor maintains higher limits than the minimums shown above, the IPHMA requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the IPHMA.

Notice of cancellation. Contractor 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 Contractor'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.** Contractor agrees to ensure that its subcontractors, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor 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. Contractor agrees that upon request, all agreements with Contractors, 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 Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the IPHMA and Contractor may renegotiate Contractor'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.** Contractor shall give the IPHMA prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

**Additional insurance.** Contractor 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.