
City of Industry Property and Housing Management Authority



SPECIAL MEETING AGENDA
AUGUST 11, 2022
1:00 p.m.

Chair Ken Calvo
Vice Chair Tim Seal
Board Member James Bickel
Board Member, Phil Cook
Board Member Timothy O'Gorman

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

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: 593 355 932#. 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 meeting (including assisted listening devices), please contact the City Clerk's Office at (626) 333-2211 by 5:00 p.m. on Wednesday, August 10, 2022, to ensure that reasonable arrangements can be made to provide accessibility to the meeting.***

Addressing the Authority:

Public Comments (Agenda Items Only): During public comments, if you wish to address the Authority during this Special Meeting, under Government Code Section 54954.3(a), you may only address the legislative bodies concerning any item that has been described in the notice for the Special Meeting. In order to conduct a timely meeting, there will be a three-minute time limit per person for any matter listed on the 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 p.m. 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**

5.1 Consideration of the Register of Demands for July 13, 2022

RECOMMENDED ACTION: Ratify the Register of Demands.

5.2 Consideration of the Register of Demands for August 10, 2022

RECOMMENDED ACTION: Approve the Register of Demands for August 10, 2022.

5.3 Consideration of the minutes of the December 8, 2021 regular meeting and the June 28, 2022 special meeting

RECOMMENDED ACTION: Approve as submitted.

5.4 Consideration of Resolution No. IPHMA 2022-10 – A RESOLUTION OF THE INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY CONTINUING THE AUTHORIZATION OF REMOTE TELECONFERENCE MEETINGS PURSUANT TO AB 361

RECOMMENDED ACTION: Adopt Resolution No. IPHMA 2022-10.

6. **BOARD MATTERS**

6.1 Consideration of Resolution No. IPHMA 2022-09 – A RESOLUTION OF THE CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY APPROVING BLANKET PURCHASE ORDERS (“BPOS”) FOR VENDORS TOTALING \$10,000.00 AND OVER FOR FY 2022-2023

RECOMMENDED ACTION: Adopt Resolution No. IPHMA 2022-09.

- 6.2 Consideration of a Maintenance Services Agreement with West Coast Arborists, Inc., to provide urban forestry tree maintenance services in an amount not-to-exceed \$382,444.00, through June 30, 2026

RECOMMENDED ACTION: Approve the Agreement.

- 6.3 Discussion and direction regarding the Industry Property and Housing Management Authority's Rental Application Process

RECOMMENDED ACTION: Provide direction to Staff.

- 6.4 Discussion and direction regarding rent increase for existing tenants

RECOMMENDED ACTION: Provide direction to Staff.

7. **EXECUTIVE DIRECTOR REPORTS**

8. **AB 1234 REPORTS**

9. **BOARD MEMBER COMMUNICATIONS**

10. Adjournment. Next regular meeting: Wednesday, September 7, 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 July 13, 2022

<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
124	IPHMA - CAPITAL IMPROVEMENT	14,020.00
160	INDUSTRY PROPERTY & HOUSING	68,953.16
TOTAL ALL FUNDS		82,973.16

<u>BANK</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
IPHMA.WF.CHK	WELLS FARGO CHECKING	82,973.16
TOTAL ALL BANKS		82,973.16

APPROVED PER CITY MANAGER

**Industry Property and Housing Management Authority
Board Meeting
July 14, 2022**

Check	Date		Payee Name	Check Amount
IPHMA.WF.CHK - IPHMA Wells Fargo Checking				
200243	06/08/2022		ROWLAND WATER DISTRICT	\$568.39
	Invoice	Date	Description	Amount
	2022-00002061	05/25/2022	04/06-05/08/22 SVC - 17217 & 17229 CHESTNUT - IRR	\$414.15
	2022-00002062	05/25/2022	04/06-05/08/22 SVC - 17217 CHESTNUT ST	\$110.92
	2022-00002063	05/25/2022	04/06-05/08/22 SVC - 17229 CHESTNUT ST	\$43.32
200244	06/15/2022		INDUSTRY PUBLIC UTILITY COMMISSI	\$9.57
	Invoice	Date	Description	Amount
	2022-00002140	06/06/2022	05/01-06/01/22 SVC - 16229 E TEMPLE AVE	\$8.55
	2022-00002141	06/06/2022	05/01-06/01/22 SVC - 17229 CHESTNUT ST	\$1.02
200245	06/22/2022		SOCALGAS	\$29.62
	Invoice	Date	Description	Amount
	2022-00002163	06/08/2022	05/05-06/06/22 SVC - 16200 TEMPLE AVE APT 202	\$29.62
200246	06/22/2022		WALNUT VALLEY WATER DISTRICT	\$35.60
	Invoice	Date	Description	Amount
	4354459	06/07/2022	05/01-05/31/22 SVC - 22002 VALLEY BLVD	\$35.60
200247	06/28/2022		ROWLAND WATER DISTRICT	\$251.76
	Invoice	Date	Description	Amount
	2022-00002180	06/22/2022	05/08-06/07/22 SVC - 17217 & 17229 CHESTNUT - IRR	\$137.02
	2022-00002181	06/22/2022	05/08-06/07/22 SVC - 17217 CHESTNUT ST	\$71.42
	2022-00002182	06/22/2022	05/08-06/07/22 SVC - 17229 CHESTNUT ST	\$43.32
200248	06/28/2022		WALNUT VALLEY WATER DISTRICT	\$85.96
	Invoice	Date	Description	Amount

**Industry Property and Housing Management Authority
Board Meeting
July 14, 2022**

Check	Date		Payee Name	Check Amount
IPHMA.WF.CHK - IPHMA Wells Fargo Checking				
	4358920	06/09/2022	05/03-06/01/22 SVC - 20137 WALNUT DR	\$85.96
200249	07/13/2022		B2 PRINT, LLC	\$414.49
	Invoice	Date	Description	Amount
	0011415-IPH	05/26/2022	IPHMA CHECKS	\$414.49
200250	07/13/2022		BENJAMIN A ROMERO II	\$3,320.00
	Invoice	Date	Description	Amount
	215625006	06/02/2022	REMOVE CRACKED KITCHEN TILE - 16229 TEMPLE AVE	\$400.00
	215625008	06/20/2022	PROFESSIONAL SVC - 16000 TEMPLE AVE CONDO A	\$2,000.00
	215625007	06/20/2022	REPAIRS TO SHOWER TILES, GARAGE CEILING - 16229	\$920.00
200251	07/13/2022		BLAKE AIR CONDITIONING COMPANY	\$982.15
	Invoice	Date	Description	Amount
	61626	05/06/2022	SERVICE HVAC SYSTEM - 16000 TEMPLE AVE APT 202	\$982.15
200252	07/13/2022		BLUE PACIFIC DOORS, INC.	\$2,200.00
	Invoice	Date	Description	Amount
	BLUE7998	06/02/2022	REPLACE DAMAGED GARAGE DOOR - 16218 TEMPLE AVE	\$2,200.00
200253	07/13/2022		CNC ENGINEERING	\$31,370.00
	Invoice	Date	Description	Amount
	505627	06/30/2022	COORDINATION FOR ELECTRICAL SVC - 15702 NELSON	\$277.50
	505628	06/30/2022	COORDINATION W/ CNTRCTR FOR IRRI REPAIR - 20137-2029	\$462.50
	505629	06/30/2022	COORDINATION FOR MISC REPAIRS - 22036 E VALLEY	\$720.00
	505630	06/30/2022	COORDINATION FOR GARAGE REPAIR - 16218 E TEMPLE	\$462.50
	505631	06/30/2022	COORDINATION FOR MISC REPAIRS - 16229 E TEMPLE	\$832.50

**Industry Property and Housing Management Authority
Board Meeting
July 14, 2022**

Check	Date		Payee Name	Check Amount
IPHMA.WF.CHK - IPHMA Wells Fargo Checking				
505632	06/30/2022		COORDINATION FOR FENCE REPAIRS - 16200 E TEMPI	\$832.50
505633	06/30/2022		COORDINATION FOR IRRIGATION REPAIRS - 15722 NEI	\$262.50
505634	06/30/2022		COORDINATION FOR MISC REPAIRS - 16200 TEMPLE A	\$647.50
505635	06/30/2022		COORDINATION FOR MISC REPAIRS - GENERAL	\$7,770.00
505636	06/30/2022		COORDINATION FOR APPLIANCE REPAIRS - 16238 E TI	\$92.50
505637	06/30/2022		COORDINATION FOR MISC REPAIRS - 16200 E TEMPLE	\$1,850.00
505638	06/30/2022		COORDINATION FOR MISC REPAIRS - 16224 E TEMPLE	\$555.00
505639	06/30/2022		COORDINATION FOR FLOORING REPAIRS - 16220 E TE	\$3,145.00
505640	06/30/2022		COORDINATION FOR MISC REPAIRS - 16227 E TEMPLE	\$740.00
505641	06/30/2022		MISC HOUSING CAPITAL IMPROVEMENTS - REVIEW PI	\$795.00
505642	06/30/2022		MISC HOUSING CAPITAL IMPROVEMENTS - REVIEW PI	\$11,925.00
200254	07/13/2022		INDEPENDENT ROOFING CONSULTAN	\$1,300.00
	Invoice	Date	Description	Amount
	0079125	05/31/2022	ROOF INSPECTION - BUNKHOUSES @ EXPO CENTER	\$1,300.00
200255	07/13/2022		IPHMA - PAYROLL ACCOUNT	\$3,500.00
	Invoice	Date	Description	Amount
	JUL-22	06/30/2022	REPLENISH PAYROLL ACCOUNT FOR JULY 2022	\$3,500.00
200256	07/13/2022		KLINE'S PLUMBING, INC.	\$2,200.00
	Invoice	Date	Description	Amount
	12269	04/05/2022	REMOVE & REPAIR BACKFLOW DEVICES - 16220 TEMF	\$2,200.00
200257	07/13/2022		PERFORMING ART FLOORING, INC.	\$4,234.00
	Invoice	Date	Description	Amount
	22025-1	06/13/2022	REPLACE KITCHEN TILE - 16220 TEMPLE AVE	\$4,234.00

**Industry Property and Housing Management Authority
Board Meeting
July 14, 2022**

Check	Date			Payee Name	Check Amount
IPHMA.WF.CHK - IPHMA Wells Fargo Checking					
200258	07/13/2022			RODENT PEST TECHNOLOGIES, INC	\$1,575.00
	Invoice	Date	Description	Amount	
	9438214	06/05/2022	JUNE 2022 PEST SVC @ \$75 PER HOUSE	\$1,575.00	
200259	07/13/2022			SATSUMA LANDSCAPE & MAINT.	\$24,396.62
	Invoice	Date	Description	Amount	
	0622EHNHCS	06/28/2022	JUNE 2022 LANDSCAPE MAINTENANCE	\$24,396.62	
200260	07/13/2022			TEMP AIR SYSTEM INC.	\$4,900.00
	Invoice	Date	Description	Amount	
	14345	06/09/2022	REPLACE & INSTALL HVAC SUPPLIES - 16227 TEMPLE	\$4,900.00	
200261	07/13/2022			WEST COAST ARBORISTS, INC.	\$1,600.00
	Invoice	Date	Description	Amount	
	1-7990	05/23/2022	EXAMINE PINE TREES - 16238 TEMPLE AVE	\$1,600.00	

Checks	Status	Count	Transaction Amount
	Total	19	\$82,973.16

*CITY OF INDUSTRY PROPERTY AND HOUSING
MANAGEMENT AUTHORITY*

ITEM NO. 5.2

INDUSTRY PROPERTY & HOUSING MANAGEMENT AUTHORITY

AUTHORIZATION FOR PAYMENT OF BILLS

Board Meeting August 10, 2022

<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
124	IPHMA - CAPITAL IMPROVEMENT	110.00
160	INDUSTRY PROPERTY & HOUSING	44,130.09
TOTAL ALL FUNDS		44,240.09

<u>BANK</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
IPHMA.WF.CHK	WELLS FARGO CHECKING	44,240.09
TOTAL ALL BANKS		44,240.09

APPROVED PER CITY MANAGER

**Industry Property and Housing Management Authority
Board Meeting
August 10, 2022**

Check	Date		Payee Name	Check Amount
IPHMA.WF.CHK - IPHMA Wells Fargo Checking				
200262	07/14/2022		INDUSTRY PUBLIC UTILITY COMMISSI	\$6.96
	Invoice	Date	Description	Amount
	2023-00000032	07/06/2022	06/01-07/01/22 SVC - 16229 E TEMPLE AVE	\$6.09
	2023-00000033	07/06/2022	06/01-07/01/22 SVC - 17229 CHESTNUT ST	\$0.87
200263	07/14/2022		LA PUENTE VALLEY COUNTY WATER	\$955.28
	Invoice	Date	Description	Amount
	2023-00000026	07/01/2022	04/15-06/16/22 SVC - 15652 NELSON AVE	\$107.08
	2023-00000027	07/01/2022	04/15-06/16/22 SVC - 15702 NELSON AVE	\$195.40
	2023-00000028	07/01/2022	04/15-06/16/22 SVC - 15714 NELSON AVE	\$269.00
	2023-00000029	07/01/2022	04/15-06/16/22 SVC - 15722 NELSON AVE	\$92.36
	2023-00000030	07/01/2022	04/15-06/16/22 SVC - 15730 NELSON AVE	\$140.20
	2023-00000031	07/01/2022	04/15-06/16/22 SVC - 15736 NELSON AVE	\$151.24
200264	07/14/2022		SOUTHERN CALIFORNIA EDISON	\$5.76
	Invoice	Date	Description	Amount
	2023-00000034	07/05/2022	06/30-07/07/22 SVC - 15652 NELSON AVE	\$5.76
200265	07/20/2022		INDUSTRY PUBLIC UTILITIES	\$1,835.29
	Invoice	Date	Description	Amount
	2023-00000090	07/01/2022	04/15-06/16/22 SVC - HANDORF LOOP RD-IRRIG BOOST	\$68.43
	2023-00000091	07/01/2022	04/15-06/16/22 SVC - HANDORF LOOP RD-IRRIGATION	\$48.17
	2023-00000092	07/01/2022	04/15-06/16/22 SVC - 14063 PROCTOR	\$134.15
	2023-00000093	07/01/2022	04/15-06/16/22 SVC - 16200 TEMPLE CONDOS A & B	\$284.26
	2023-00000094	07/01/2022	04/15-06/16/22 SVC - 16200 TEMPLE CONDOS C & D	\$204.23
	2023-00000095	07/01/2022	04/15-06/16/22 SVC - 16212 TEMPLE	\$215.92
	2023-00000096	07/01/2022	04/15-06/16/22 SVC - 16217 TEMPLE	\$100.59

**Industry Property and Housing Management Authority
Board Meeting
August 10, 2022**

Check	Date		Payee Name	Check Amount
IPHMA.WF.CHK - IPHMA Wells Fargo Checking				
	2023-00000097	07/01/2022	04/15-06/16/22 SVC - 16218 TEMPLE	\$100.59
	2023-00000098	07/01/2022	04/15-06/16/22 SVC - 16220 TEMPLE	\$95.23
	2023-00000099	07/01/2022	04/15-06/16/22 SVC - 16224 TEMPLE	\$96.16
	2023-00000100	07/01/2022	04/15-06/16/22 SVC - 16227 TEMPLE	\$81.83
	2023-00000101	07/01/2022	04/15-06/16/22 SVC - 16229 TEMPLE	\$68.43
	2023-00000102	07/01/2022	04/15-06/16/22 SVC - 16238 TEMPLE	\$82.76
	2023-00000103	07/01/2022	04/15-06/16/22 SVC - 16242 TEMPLE	\$90.80
	2023-00000104	07/01/2022	04/15-06/16/22 SVC - BUNKHOUSE	\$163.74
200266	07/20/2022		SOCALGAS	\$27.74
	Invoice	Date	Description	Amount
	2023-00000105	07/01/2022	06/06-07/06/22 SVC - 16200 TEMPLE AVE APT 202	\$27.74
200267	07/27/2022		WALNUT VALLEY WATER DISTRICT	\$112.96
	Invoice	Date	Description	Amount
	4382122	07/12/2022	06/01-06/30/22 SVC - 22002 VALLEY BLVD	\$35.60
	4386532	07/13/2022	06/01-06/30/22 SVC - 20137 WALNUT DR	\$77.36
200268	08/10/2022		B2 PRINT, LLC	\$207.10
	Invoice	Date	Description	Amount
	11502	07/06/2022	IPHMA LETTERHEAD	\$207.10
200269	08/10/2022		BENJAMIN A ROMERO II	\$2,112.08
	Invoice	Date	Description	Amount
	215625011	07/02/2022	REPLACE BALCONY BOARDS - 16000 TEMPLE AVE BUI	\$600.00
	215625004	06/02/2022	INSTALL CARBON MONOXIDE DETECTORS - BUNKHOL	\$825.00
	215625010	06/20/2022	MISC REPAIRS - 16220 TEMPLE AVE	\$200.00

**Industry Property and Housing Management Authority
Board Meeting
August 10, 2022**

Check	Date	Payee Name	Check Amount
IPHMA.WF.CHK - IPHMA Wells Fargo Checking			
15625035	05/21/2022	REPAIR SCREEN DOOR & BROKEN FENCE - 16000 TEM	\$487.08
200270	08/10/2022	CNC ENGINEERING	\$12,690.00
Invoice	Date	Description	Amount
505794	07/01/2022	MISC HOUSING CAPITAL IMPROVEMENTS - REVIEW PL	\$110.00
505823	07/28/2022	COORDINATION FOR TERMITE REPORT - 16217 E TEMI	\$92.50
505824	07/28/2022	COORDINATION FOR TERMITE RPRT & ELEC REPAIR -	\$277.50
505825	07/28/2022	COORDINATION FOR TERMITE REPORT - 15736 NELSC	\$92.50
505826	07/28/2022	COORDINATION FOR TERMITE REPORT - 16200 E TEMI	\$92.50
505827	07/28/2022	COORDINATION FOR TERMITE RPRT & ELEC REPAIR -	\$277.50
505828	07/28/2022	COORDINATION FOR TERMITE REPORT - 17229 CHEST	\$92.50
505829	07/28/2022	COORDINATION FOR TERMITE REPORT - 16200 E TEMI	\$92.50
505830	07/28/2022	COORDINATION FOR TERMITE REPORT - 15652 NELSC	\$1,017.50
505831	07/28/2022	COORDINATION FOR TERMITE REPORT - 17217 CHEST	\$92.50
505832	07/28/2022	COORDINATION FOR TERMITE RPRT & ELEC REPAIR -	\$277.50
505833	07/28/2022	COORDINATION FOR TERMITE RPRT & HVAC INSPC - 2	\$277.50
505834	07/28/2022	COORDINATION FOR TERMITE REPORT - 16218 E TEMI	\$92.50
505835	07/28/2022	COORDINATION FOR MISC REPAIRS - 16229 E TEMPLE	\$370.00
505836	07/28/2022	COORDINATION FOR TERMITE REPORT - 15722 NELSC	\$92.50
505837	07/28/2022	COORDINATION FOR TERMITE REPORT - 16238 E TEMI	\$92.50
505838	07/28/2022	COORDINATION FOR TERMITE REPORT - 16200 E TEMI	\$92.50
505839	07/28/2022	COORDINATION FOR MISC REPAIRS - 16220 E TEMPLE	\$185.00
505840	07/28/2022	COORDINATION FOR CARPET DELIVERY - 16227 E TEM	\$185.00
505841	07/28/2022	COORDINATION FOR HVAC REPAIRS - 16200 E TEMPLE	\$740.00
505842	07/28/2022	COORDINATION FOR MISC REPAIRS - 16200 TEMPLE A	\$1,295.00
505843	07/28/2022	COORDINATION FOR MISC REPAIRS - GENERAL	\$3,422.50
505844	07/28/2022	COORDINATION FOR MISC REPAIRS - 16224 E TEMPLE	\$1,942.50

**Industry Property and Housing Management Authority
Board Meeting
August 10, 2022**

Check	Date		Payee Name	Check Amount
IPHMA.WF.CHK - IPHMA Wells Fargo Checking				
	505795	07/01/2022	COORDINATION FOR HVAC REPAIRS - 16200 E TEMPLE	\$185.00
	505796	07/01/2022	COORDINATION FOR MISC REPAIRS - 16200 TEMPLE A	\$277.50
	505797	07/01/2022	COORDINATION FOR MISC REPAIRS - GENERAL	\$647.50
	505798	07/01/2022	COORDINATION FOR MISC REPAIRS - 16224 E TEMPLE	\$277.50
200271	08/10/2022		GOODSERVICE APPLIANCE REPAIR	\$445.91
	Invoice	Date	Description	Amount
	1546	02/22/2022	DIAGNOSE DISHWASHER - 16224 TEMPLE AVE	\$89.00
	1559	03/04/2022	DIAGNOSE WASHER - 16218 TEMPLE AVE	\$89.00
	1558	03/04/2022	REPLACE VALVE ON WASHER - 16212 TEMPLE AVE	\$267.91
200272	08/10/2022		IPHMA - PAYROLL ACCOUNT	\$3,000.00
	Invoice	Date	Description	Amount
	AUG-22	07/26/2022	REPLENISH PAYROLL ACCOUNT FOR AUGUST 2022	\$3,000.00
200273	08/10/2022		KLINE'S PLUMBING, INC.	\$1,475.00
	Invoice	Date	Description	Amount
	12208	02/05/2022	REPLACE WATER HEATER PRESSURE VALVE - 16217	\$375.00
	12350	06/02/2022	REMOVE & REPLACE SINK - BUNKHOUSE @ EXPO CEI	\$1,100.00
200274	08/10/2022		PERFORMING ART FLOORING, INC.	\$4,687.00
	Invoice	Date	Description	Amount
	22024-1	05/18/2022	CARPET MATERIAL - 16227 TEMPLE AVE	\$4,687.00
200275	08/10/2022		SATSUMA LANDSCAPE & MAINT.	\$14,104.90
	Invoice	Date	Description	Amount
	0722EHNHCS	07/26/2022	JULY 2022 LANDSCAPE MAINTENANCE	\$14,104.90

**Industry Property and Housing Management Authority
Board Meeting
August 10, 2022**

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

200276	08/10/2022		SYNCHRONY BANK/AMAZON	\$39.11
	Invoice	Date	Description	Amount
	764897495437-IPH	07/01/2022	1 GARAGE DOOR OPENER - 16000 TEMPLE AVE COND	\$39.11
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200277	08/10/2022		TEMP AIR SYSTEM INC.	\$2,535.00
	Invoice	Date	Description	Amount
	14221	05/12/2022	HVAC MAINTENANCE - 15722 NELSON AVE	\$195.00
	14285	05/20/2022	HVAC MAINTENANCE - 16000 TEMPLE AVE UNIT B	\$195.00
	14222	05/12/2022	HVAC MAINTENANCE - 15730 NELSON AVE	\$195.00
	14236	05/13/2022	HVAC MAINTENANCE - 16000 TEMPLE AVE UNIT D	\$195.00
	14210	05/09/2022	HVAC MAINTENANCE - 15652 NELSON AVE	\$195.00
	14223	05/12/2022	HVAC MAINTENANCE - 16229 TEMPLE AVE	\$195.00
	14213	05/11/2022	HVAC MAINTENANCE - 16224 TEMPLE AVE	\$195.00
	14216	05/10/2022	HVAC MAINTENANCE - 16227 TEMPLE AVE	\$195.00
	14230	05/16/2022	HVAC MAINTENANCE - 16218 TEMPLE AVE	\$195.00
	14228	05/13/2022	HVAC MAINTENANCE - 14063 PROCTOR AVE	\$195.00
	14224	05/12/2022	HVAC MAINTENANCE - 17229 CHESTNUT ST	\$195.00
	14225	05/12/2022	HVAC MAINTENANCE - 17217 CHESTNUT ST	\$195.00
	14274	05/23/2022	HVAC MAINTENANCE - 15702 NELSON AVE	\$195.00

Checks	Status	Count	Transaction Amount
Total		16	\$44,240.09

*CITY OF INDUSTRY PROPERTY AND HOUSING
MANAGEMENT AUTHORITY*

ITEM NO. 5.3

CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
DECEMBER 8, 2021
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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 Chair Ken Calvo at 10:31 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: 266 585 571#.

FLAG SALUTE

The flag salute was led by Chair Ken Calvo.

ROLL CALL

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

STAFF PRESENT: Josh Nelson, Executive Director; Bing Hyun, Assistant City Manager; Sam Pedroza, 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 DECEMBER 8, 2021

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

5.2 CONSIDERATION OF THE MINUTES OF THE AUGUST 9, 2017 REGULAR MEETING AND NOVEMBER 10, 2021 SPECIAL MEETING

RECOMMENDED ACTION: Approve as submitted.

CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY
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MOTION BY VICE CHAIR SEAL, AND SECOND BY BOARD MEMBER COOK TO APPROVE THE CONSENT CALENDAR. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

BOARD MATTERS

6.1 CONSIDERATION OF RESCINDING ANY LIST OF POTENTIAL IPHMA TENANTS WHO DO NOT HAVE CURRENT LEASES WITH IPHMA.

RECOMMENDED ACTION: Rescind any list of potential tenants who do not have current leases with IPHMA.

Assistant City Manager Bing Hyun provided a staff report and General Counsel James M. Casso provided additional information. There is no clear record, so this is a formal request to rescind any list that may exist. Both were available to answer any questions.

MOTION BY BOARD MEMBER COOK, AND SECOND BY BOARD MEMBER O'GORMAN TO RESCIND ANY LIST OF POTENTIAL TENANTS WHO DO NOT HAVE CURRENT LEASES WITH IPHMA. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

6.2 CONSIDERATION OF A RESIDENTIAL RENTAL AGREEMENT FOR 16218 TEMPLE AVENUE

RECOMMENDED ACTION: Approve the Residential Rental Agreement for 16218 Temple Avenue.

CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY
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Assistant City Manager, Bing Hyun provided a staff report and thanked the Ad Hoc Committee for getting together to come up with this agreement. Conversation ensued regarding the rent increase and how this was determined by Board Member Gorginfar. The application includes job information, salary, the ability to pay and the tenants to be over 18 years of age. The rent was increased to \$1,400.00 per month.

MOTION BY VICE CHAIR SEAL, AND SECOND BY BOARD MEMBER COOK TO APPROVE THE RESIDENTIAL RENTAL AGREEMENT FOR 16218 TEMPLE AVENUE. MOTION CARRIED 4-1, BY THE FOLLOWING VOTE:

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

6.3 CONSIDERATION OF RESOLUTION NO. IPHMA 2021-07 – 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 2021-07, continuing the authorization of remote teleconferencing meetings pursuant to AB 361.*

Executive Director, Josh Nelson provided a staff report and was available to answer any questions.

MOTION BY BOARD MEMBER COOK, AND SECOND BY BOARD MEMBER O’GORMAN TO ADOPT RESOLUTION NO. IPHMA 2021-07, CONTINUING THE AUTHORIZATION OF REMOTE TELECONFERENCE MEETINGS PURSUANT TO AB 361. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY
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6.4 DISCUSSION AND DIRECTION REGARDING RENT INCREASE FOR EXISTING TENANTS.

RECOMMENDED ACTION:

Provide direction to staff.

Assistant City Manager, Bing Hyun provided a staff report and spoke on state law AB 1482, that the maximum rent increase can be 5% plus the current percentage for cost of living, or 10% whichever is lower. Conversation ensued among the Board Members about the goals to increase the rent that is already extremely low. The rate of 8.6% was determined at 5% plus cost-of-living increase of 3.6%, effective February 1, 2022.

MOTION BY BOARD MEMBER GORGINFAR, AND SECOND BY BOARD MEMBER COOK TO INCREASE THE RENT BY 8.6% STARTING FEBRUARY 1, 2022. MOTION FAILED 2-3, BY THE FOLLOWING VOTE:

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

MOTION BY CHAIR CALVO, AND SECOND BY VICE CHAIR SEAL TO INCREASE THE RENT BY 4.3% STARTING FEBRUARY 1, 2022, AND TO BRING BACK THE ADDITIONAL INCREASE IN AUGUST OF 2022 FOR DISCUSSION AND CONSIDERATION. MOTION CARRIED 3-2, BY THE FOLLOWING VOTE:

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

EXECUTIVE DIRECTOR REPORTS

Executive Director Josh Nelson extended a Merry Christmas to everyone.

AB 1234 REPORTS

There were none.

CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY
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BOARD MEMBER COMMUNICATIONS

Chair Ken Calvo clarified that the Ad Hoc committee that was created for item 6.2 on today's agenda, was for a special rental request. The minutes for November 10, 2021, will be changed to reflect that title. In addition, the Chair name was corrected from Tim Seal to Ken Calvo.

ADJOURNMENT

There being no further business, the Industry Property and Housing Management Authority adjourned at 11:09 a.m.

Ken Calvo
Chair

Julie Robles
Secretary

CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY
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The Special Meeting of the Industry Property and Housing Management Authority of the City of Industry, California, was called to order by Chair Ken Calvo at 8:30 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: 532 590 401#.

FLAG SALUTE

The flag salute was led by Chair Ken Calvo.

ROLL CALL

PRESENT: Ken Calvo, Chair - Telephonically
Tim Seal, Vice Chair - Telephonically
Phil Cook, Board Member - Telephonically
Timothy O’Gorman, Board Member - Telephonically

STAFF PRESENT: Josh Nelson, Executive Director; Yamini Pathak, Director of Finance; James M. Casso, General Counsel; and Lynn Thompson, Administrative Technician III.

PUBLIC COMMENTS

There were no public comments.

CONSENT CALENDAR

5.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR JUNE 8, 2022

RECOMMENDED ACTION: *Ratify the Register of Demands.*

5.2 CONSIDERATION OF THE MINUTES OF THE NOVEMBER 4, 2021 SPECIAL MEETING, DECEMBER 8, 2021 REGULAR MEETING AND THE MAY 11, 2022 REGULAR MEETING

RECOMMENDED ACTION: *Approve as submitted.*

5.3 CONSIDERATION OF RESOLUTION NO. IPHMA 2022-08 – A RESOLUTION OF THE INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY CONTINUING THE AUTHORIZATION OF REMOTE TELECONFERENCE MEETINGS PURSUANT TO AB 361

CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY
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RECOMMENDED ACTION:
2022-08.

Adopt Resolution No. IPHMA

5.4 CONSIDERATION OF THE STATEMENT OF INVESTMENT POLICY

RECOMMENDED ACTION:

Approve the Investment Policy.

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

AYES:	BOARD MEMBERS:	COOK,	O'GORMAN,	VC/SEAL, C/CALVO
NOES:	BOARD MEMBERS:	NONE		
ABSENT	BOARD MEMBERS:	NONE		
ABSTAIN	BOARD MEMBERS:	NONE		

BOARD MATTERS

6.1 CONSIDERATION OF RESOLUTION NO. IPHMA 2022-07 – A RESOLUTION OF THE CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY (“IPHMA”) ADOPTING THE FY 2022-2023 IPHMA BUDGET

RECOMMENDED ACTION:
2022-07.

Adopt Resolution No. IPHMA

Director of Finance, Yamini Pathak provided a staff report and was available to answer any questions.

MOTION BY BOARD MEMBER COOK AND SECOND BY BOARD MEMBER O'GORMAN TO ADOPT RESOLUTION NO. IPHMA 2022-07. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	COOK,	O'GORMAN,	VC/SEAL, C/CALVO
NOES:	BOARD MEMBERS:	NONE		
ABSENT	BOARD MEMBERS:	NONE		
ABSTAIN	BOARD MEMBERS:	NONE		

CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY
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EXECUTIVE DIRECTOR REPORTS

Executive Director Josh Nelson said there would not be a quorum available for the July 13th meeting, therefore staff will be reaching out to each of you for your availability to re-schedule the July meeting.

AB 1234 REPORTS

There were none.

BOARD MEMBER COMMUNICATIONS

There were none.

ADJOURNMENT

There being no further business, the Industry Property and Housing Management Authority adjourned at 8:38 a.m.

Ken Calvo
Chair

Julie Robles
Secretary

*CITY OF INDUSTRY PROPERTY AND HOUSING
MANAGEMENT AUTHORITY*

ITEM NO. 5.4

RESOLUTION NO. IPHMA 2022-10

A RESOLUTION OF THE INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY AUTHORIZING 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 its meetings; 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 IPHMA conduct its 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 measures to promote social distancing, and strongly recommend masks for all regardless of vaccination status in an effort to slow the transmission of COVID-19 throughout the State and Los Angeles County; and

WHEREAS, 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, Resolution No. IPHMA 2022-02 on February 2, 2022, Resolution No. IPHMA 2022-04 on March 4, 2022, Resolution No. IPHMA 2022-05 on April 3, 2022, Resolution No. IPHMA 2022-06 on May 3, 2022, and Resolution No. IPHMA 2022-08 on June 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 2022-08 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 August 11, 2022, and shall be effective until the earlier of September 10, 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 special meeting held on August 11, 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

*CITY OF INDUSTRY PROPERTY AND HOUSING
MANAGEMENT AUTHORITY*

ITEM NO. 6.1



INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY

MEMORANDUM

TO: Board of Directors

FROM: Joshua Nelson, Executive Director

STAFF: Yamini Pathak, Director of Finance *YR*

DATE: August 11, 2022

SUBJECT: Consideration of Resolution No. IPHMA 2022-09, a Resolution of the Industry Property and Housing Management Authority, Approving Blanket Purchase Orders (“BPOs”) for Vendors Totaling \$10,000.00 and Over for FY 2022-2023

BACKGROUND:

A blanket purchase order (“BPO”) Vendor List is a list of for all vendors with whom the IPHMA anticipates spending over \$10,000.00 in the fiscal year. On June 28, 2022, the IPHMA approved and adopted its budget for FY 2022-23 (“FY 23”). The FY 23 BPO Vendor List was developed in line with the FY 23 Adopted Budget.

DISCUSSION:

BPOs are a customary financial practice common among public agencies in California; and in summary, are utilized to pay for goods and supplies, professional or maintenance services, and/or equipment with vendors with whom the IPHMA conducts business during the fiscal year. Although most BPOs can be created under the Executive Director’s purchasing authority, as an added level of fiscal control and transparency, at the beginning of each fiscal year a list of BPOs for vendors with whom the IPHMA regularly conducts business, that total \$10,000.00 and over annually, is presented to IPHMA Board of Directors for formal approval for the new fiscal year. This streamlines the purchasing process where necessary and assists staff to efficiently obtain goods and supplies, professional or maintenance services, and/or equipment to tend to its day-to-day operations.

BPOs are not intended to bypass or supersede the bidding provisions as outlined in the City of Industry’s Municipal Code (“Code”) (which applies to the IPHMA), or intended to bypass the City’s standard agreements and terms. Departments must adhere to the requirements

of the City's procurement policy, and must obtain informal bidding, quotes, or go through a formal procurement process as necessary. Finance will strictly enforce the procurement policy and ensure departments are adhering to the correct purchasing procedures.

As such, outlined below is a summary of Chapter 3.04 the City's Code, as it pertains to the purchasing and bidding procedures, that departments must follow and adhere to when obtaining goods and supplies, professional or maintenance services, and/or equipment.

Any additional purchase orders beyond dollar amounts approved in the BPO will be submitted to the Executive Director or IPHMA Board of Directors, following procedures set forth in the City Code and Purchasing Policy.

Supplies & Equipment (Section 3.04.050)- For supplies and equipment, purchases of \$100,000 and under may be made at the discretion of the Executive Director on the open market with the solicitation of at least three (3) written proposals.

Upon the approval of the IPHMA Board of Directors, BPOs will be created for all vendors the IPHMA regularly conducts business with for supplies and equipment for FY 22.

Pursuant to Section 3.04.040 of the Code, purchases of supplies and equipment over \$100,000.00 require a formal bidding process and formal approval by the IPHMA Board of Directors. Should items over \$100,000.00 be taken to the IPHMA Board of Directors during the current fiscal year, BPOs will be created for these items as the Board approves them.

Services (Section 3.04.055) - Procurement of professional services of an estimated value of ten thousand dollars or less may be made by the Executive Director at his or her discretion on the open market without specific solicitation or competitive bidding requirements. Professional services greater than ten thousand dollars shall require prior approval by the IPHMA Board of Directors. For the purposes of this section, professional services shall include, without limitation, consultants, advisors, attorneys, architects, planners and engineers so long as the service performed does not constitute a public works project.

IPHMA is proposing BPOs for services that include on-going periodic facilities maintenance for vendors the IPHMA regularly conducts business with. These services exclude public works projects. The IPHMA is requesting BPOs to streamline the purchase order and invoice processing flow for repetitive, required services for day-to-day operations.

BPO Vendor List for FY 23

The BPO Vendor List for FY 23, attached as Exhibit A, includes all vendors with whom IPHMA regularly conducts business with. The BPO amounts are estimated amounts based on historical spending levels; all BPO amounts are in line with the FY 23 Adopted Budget.

BPOs will also be utilized for all vendors that total less than \$10,000.00 annually, and with whom IPHMA conducts business on a recurring basis throughout the fiscal year.

FISCAL IMPACT:

The BPOs for all vendors listed in Exhibit A total \$165,000.00. This has been accounted for and included in the FY 23 Adopted Budget.

RECOMMENDED ACTION:

Staff recommends the IPHMA Board adopt Resolution No. IPHMA 2022-09, approving the BPO Vendor List for vendors totaling \$10,000.00 and over for FY 23.

Attachments:

1. Resolution No. IPHMA 2022-09-Resolution Approving the FY 22-23 Blanket Purchase Orders for Vendors Totaling \$10,000 and Over.
2. Exhibit A – FY 23 Blanket Purchase Order Vendor List

RESOLUTION NO. IPHMA 2022-09

**RESOLUTION OF INDUSTRY PROPERTY AND HOUSING
MANAGEMENT AUTHORITY, APPROVING BLANKET PURCHASE
ORDERS FOR VENDORS TOTALING \$10,000.00 AND OVER FOR FY
2022-2023**

WHEREAS, in FY 2016-17 (“FY 17”), the Financial Services Department (“Finance”) implemented several new internal controls and financial procedures citywide, in which blanket purchase orders (“BPOs”) were identified as a critical fiscal control that allows the Industry Property and Housing Management Authority (“IPHMA”) to procure goods and supplies, professional or maintenance services, and/or equipment in a timely manner to efficiently administer the day-to-day operations of the IPHMA; and

WHEREAS, BPOs are a customary financial practice among public agencies in California; and in summary, are utilized to pay for goods and services with vendors that IPHMA regularly conducts business with during the fiscal year; and

WHEREAS, annually, after the IPHMA’s operating budget is adopted, the Finance Department presents to the IPHMA Board of Directors for its consideration a BPO Vendor List for all vendors with whom IPHMA anticipates spending over \$10,000.00 in the upcoming fiscal year; and

WHEREAS, on June 28, 2022, the IPHMA approved and adopted its budget for FY 2022-23 (“FY 23”); and

WHEREAS, the FY 23 BPO Vendor List was developed in accordance with Chapter 3.04 of the City of Industry’s Municipal Code (which applies to the IPHMA) as it pertains to purchasing and bidding procedures (IMC Section 3.52); and

WHEREAS, the FY 23 BPO Vendor List was also developed in accordance with the FY 23 Adopted Budget.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE INDUSTRY PROPERTY AND HOUSING 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 Board of Directors hereby approves the list of BPOs, attached hereto as Exhibit A, and incorporated herein by reference, for all vendors that total \$10,000.00 and over for FY 23.

Section 3. The IPHMA Board of Directors authorizes the Executive Director, and/or his designee, to prepare and execute all BPOs identified and listed on said Exhibit A.

Section 4. 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 5. The Secretary shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED by the Board of Directors of the Industry Property Housing Management Authority at a special meeting held on August 11, 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

Industry Property and Housing Management Authority
Blanket Purchase Order Vendor List for FY 2022-23 ("FY 23")
Exhibit A
Vendors Totalling \$10,000 and Over

SERVICES

Item #	Vendor Name	FY 23 Proposed Amount	Primary Purpose
1	Accurate Electric, Plumbing, Heating and Air	15,000	Electric, plumbing, heating maintenance services
2	Benjamin Romero II	15,000	Handyman maintenance services
3	Blake Air Conditioning Company	15,000	Air conditioning maintenance services
4	Good Service Appliance Repair	10,000	Appliance maintenance services
5	Fullerton Electric	15,000	Electric maintenance services
6	Irri-Care Plumbing and Backflow Testing	10,000	Backflow maintenance services
7	Kline's Plumbing Inc.	10,000	Plumbing maintenance services
8	Temp Air System, Inc.	10,000	Air conditioning maintenance services

\$ 100,000.00

SUPPLIES

Item #	Vendor Name	FY 23 Proposed Amount	Primary Purpose
9	B2 Print	10,000	Office supplies - letterhead, envelopes, & business cards
10	BAVCO	15,000	Backflow maintenance services
11	Home Depot	10,000	Property maintenance supplies
12	Lowe's	10,000	Property maintenance supplies
13	Merritt's Ace Hardware	10,000	Property maintenance supplies

\$ 55,000.00

SERVICES & SUPPLIES

Item #	Vendor Name	FY 23 Proposed Amount	Primary Purpose
14	Locks Plus	10,000	Supplies-key, locks and materials and repair services

\$ 10,000.00

TOTAL IPHMA	\$ 165,000.00
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*CITY OF INDUSTRY PROPERTY AND HOUSING
MANAGEMENT AUTHORITY*

ITEM NO. 6.2



INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY

MEMORANDUM

TO: Honorable Chairman Calvo and Members of the Authority

FROM: Joshua Nelson, Executive Director

STAFF: Mathew Hudson, Engineering Manager
James Cramsie, Director of Engineering, CNC Engineering
Justin Aguilar, Field Operation Project Manager, CNC Engineering

DATE: August 11, 2022

SUBJECT: Consideration of a Maintenance Services Agreement with West Coast Arborists, Inc., to provide urban forestry tree maintenance services in an amount not-to-exceed \$382,444.00, through June 30, 2026

Background:

The City recently implemented a maintenance agreement for public spaces and City right of way with West Coast Arborists ("WCA"), and has seen significant improvements in the urban landscape of its civic center and main streets with still more progress to be made. Subsequently, other locations need similar maintenance agreements to retain a healthy and safe tree population.

Discussion:

The various residences within the City are home to 600 trees. WCA has put together a 4-year tree maintenance program to maintain the health and real value of the City housing tree population. Each year, WCA will prune 150 trees, remove 10 trees and stumps, and plant 10 new, young, healthy trees. 9-man hours of emergency response will also be provided for unforeseen circumstances.

Fiscal Impact:

The fiscal impact is estimated to be \$382,444.00 over four years. In the Fiscal Year 2022-23 budget, \$100,000.00 is approved for this work and will cover the expected \$95,611.00 for year one (Account No. 160-300-5068).

Recommendation:

It is recommended that the Board approve the Maintenance Services Agreement with WCA.

Exhibit:

A. Maintenance Services Agreement with West Coast Arborists, Inc. dated August 11, 2022

JN/MH/JC/JA:as

EXHIBIT A

Maintenance Services Agreement with West Coast Arborists, Inc., dated August 11,
2022

[Attached]

INDUSTRY PROPERTY HOUSING MANAGEMENT AUTHORITY

MAINTENANCE SERVICES AGREEMENT

This MAINTENANCE SERVICES AGREEMENT (“Agreement”) is made and effective as of August 11, 2022 (“Effective Date”), between the INDUSTRY PROPERTY HOUSING MANAGEMENT AUTHORITY (“IPHMA”), a public body, and West Coast Arborists, Inc. (“Contractor”), a California corporation. 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 August 11, 2026, unless sooner terminated pursuant to the provisions of this Agreement.

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 IPHMA. The Services shall be performed by Contractor, unless prior written approval is first obtained from 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 IPHMA and in a first-class manner in conformance with the standards of quality normally observed by an entity providing arborist services.

(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 IPHMA. If Contractor was an employee, agent, appointee, or official of 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 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

IPHMA Executive Director shall represent 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) IPHMA agrees to pay the Contractor a lump sum. Amount not to exceed Three Hundred Eighty-Two Thousand Four Hundred Forty Four Dollars (\$382,444.00) 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 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 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. LABOR CODE AND PREVAILING WAGES

(a) Contractor 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, Contractor agrees to fully comply with such Prevailing Wage Laws. IPHMA shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor 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 Contractor's principal place of business and any location where the Services are performed. Contractor shall indemnify, defend and hold harmless, 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 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 subcontractors of Contractor, failure or alleged failure to comply with Prevailing Wage Laws.

(b) In accordance with the requirements of Labor Code Section 1776, Contractor 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. Contractor shall make all such records available for inspection at all reasonable hours.

(c) To the extent applicable, Contractor 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) Contractor 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 Contractor and all subcontractors performing such Services must be registered with the

Department of Industrial Relations. Contractor shall maintain registration for the duration of the Agreement and require the same of any subcontractors, as applicable. The Services set forth in this Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements.

6. SUSPENSION OR TERMINATION OF AGREEMENT

(a) 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 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, 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 IPHMA. Upon termination of the Agreement pursuant to this Section, the Contractor shall submit an invoice to IPHMA pursuant to Section 5 of this Agreement.

7. 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 IPHMA and may be used, reused, or otherwise disposed of by IPHMA without the permission of the Contractor. With respect to computer files, Contractor shall make available to IPHMA, at the Contractor's office, and upon reasonable written request by 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 IPHMA.

8. 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 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 other than for 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 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 IPHMA at Contractor's cost or at IPHMA's option, to reimburse 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 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 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.

9. INSURANCE

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

10. INDEPENDENT CONTRACTOR

(a) Contractor is and shall at all times remain as to 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 IPHMA. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against IPHMA, or bind 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) Consultant shall indemnify, defend and hold harmless, 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 indemnity provisions set forth in this Section 10(c) shall survive the termination of this Agreement, and are in addition to any other rights or remedies IPHMA may have under the law.

11. 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. 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.

12. UNDUE INFLUENCE

Contractor declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of 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 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 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 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 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 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 IPHMA, unless Contractor is prohibited by law from informing 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 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.

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: IPHMA
15625 Mayor Dave Way
City of Industry, CA 91744
Attention: Executive Director

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

To Contractor: West Coast Arborists, Inc.
2200 E. Via Burton Street
Anaheim, CA 92806
Attention: Victor Gonzalez, Vice President

16. 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 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 IPHMA for such insurance.

Notwithstanding Contractor's use of any subcontractor, Contractor shall be responsible to 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 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.

17. GOVERNING LAW/ATTORNEYS' FEES

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.

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 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.

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 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 Housing Management Authority

“CONTRACTOR”

West Coast Arborists, Inc.

By: _____
Joshua Nelson, Executive Director

By: _____
Victor Gonzalez, Vice 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 C	Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

Contractor shall perform the following arborists services:

The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required for tree pruning, tree removal, tree stump removal, and tree replacement as specified. The minimum number of trees to be pruned annually will be one hundred fifty (150), along with the removal of ten (10) trees and stumps, planting of ten (10) – 24" box trees, and up to nine (9) man hours of emergency response across City housing. In general, all right-of-way trees on specified streets or neighborhoods will be pruned, with limited exceptions, commonly known as grid pruning. Grid pruning services will occur each year on a start date determined by IPHMA during the month of October after bird nesting season, and be completed prior to the start of bird nesting each February. Contractor will be available for tree removals, stump removals, tree replacements, emergency call-out services, and specialty tree crew rental services on a limited, as-needed basis throughout each year. The contractor will maintain and annually update a digital tree maintenance inventory, which will be the property of IPHMA.

GENERAL PROVISIONS

SUPERVISION

CONTRACTOR MUST HAVE A CERTIFIED ARBORIST ON STAFF WHO WILL SUPERVISE ALL TREE MAINTENANCE SERVICES WORK CONDUCTED AT ANY TIME. Contractor will be required to provide continual supervision for all operations at the job site and will be subject to administrative direction by IPHMA.

INSPECTION

When work in specified areas is completed and ready for final inspection, the contractor will be required to notify IPHMA or designated representative. As soon as possible thereafter, IPHMA or representative will make the necessary inspection, and determine whether the work has been properly performed and completed in accordance with the contract.

WORK SCHEDULE

Contractor will be required to submit a complete schedule of work to be performed to IPHMA at least one (1) week prior to the beginning of the work. Normal working hours will be an eight (8) hour day between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday. Any adjustments to this schedule would have to be approved by IPHMA. Roads known to have heavy traffic periods may be restricted to work between the hours of 9:00 a.m. and 2:00 p.m.

EQUIPMENT

Equipment supplied and used by the Contractor will be maintained in a mechanically sound and safe condition, free from infectious disease or materials. When pruning infected or diseased trees, the Contractor will sterilize pruning tools prior to beginning work on the following tree.

SAFETY

- (1) Whenever streets are to be blocked off, IPHMA along with the Los Angeles County Sheriffs and Fire Departments will all be notified by contractor of the locations and length of time the street will be blocked.
- (2) Suitable street, sidewalk barriers, signs, traffic cones, and other such equipment will be used by the Contractor.
- (3) Construction signs: The Contractor will supply each crew of workers, for each work zone, with MUTCD temporary traffic control elements, at least sign 36 inches by 36 inches, with an appropriate stand for each work site. The sign(s) and traffic controls will be approved by IPHMA, prior to commencing work, and follow the information applicable in the *Watchbook: Work Area Traffic Control Handbook* (latest edition).
- (4) It is the sole responsibility of the Contractor to insure the safety of his work. The Contractor will observe all arborist and industrial safety standards.

DAMAGED PROPERTY

Plant material, irrigation systems, and other facilities damaged or destroyed by the Contractor will be repaired or replaced at the Contractor's expense.

CONDUCT OF OPERATIONS

- (1) Cooperation with others: The Contractor will endeavor to maintain good public relations at all times. The work will be conducted in a manner which will cause the least possible interference with or annoyance to the public. Work will be performed by competent workers supervised by a competent supervisor with experience and training in tree trimming and removal.
- (2) Contractor will notify resident(s) and business(es) of tree removal or trimming a minimum of 24 hours before commencing work.
- (3) Complaints: Complaints resulting from the Contractor's operation will be referred to the Contractor for prompt handling and satisfactory adjustment. All such adjustments will be at the Contractor's expense, whether said complaints arise from IPHMA authorities, or from private property owners and others.

EXTRA WORK

Extra work will not be performed without prior written approval by IPHMA.

PAYMENTS

Any pay requests submitted by the Contractor will need to be reviewed and approved by IPHMA or designated representative. Thereafter, upon receipt of each monthly invoice and certification by IPHMA, IPHMA will issue a payment warrant within thirty (30) days after receipt of such invoice.

COMPENSATION ADJUSTMENT

Effective July 1, 2023, and on each July 1 thereafter during the term of the Contract, Contractor will be entitled to request a compensation adjustment based on the increase in the Consumer Price Index (Los Angeles -Anaheim - Riverside) from May of the prior year to May of the current year to the following year's comparison month and any prevailing wage changes. Any approved annual change in fees will be limited to no more than a five percent (5%) increase in compensation.

PERMITS, FEES, AND LICENSES

All permit fees and licenses necessary for completion of the work will be paid for by the Contractor.

SPECIAL PROVISIONS

PRUNING STANDARDS

All pruning will follow the Western Chapter - International Society of Arbor Culture Standards. Some exceptions may be implemented by IPHMA.

TECHNIQUES

Thinning cuts will be removed at its point of attachment or shortened to a lateral large enough to assume the terminal role.

When shortening a branch or leader, the lateral to which it is cut should be at least one-half the diameter of the cut being made.

Holding cuts, or removing branches to stubs, buds, or lateral branches not large enough to assume the terminal role is not allowed.

When removing a branch, pruning cuts should be made in branch tissue close to, but outside, the branch bark ridge. If no collar is visible, the angle of the cut should approximate the angle formed by the branch bark ridge and the trunk.

When removing a dead branch, the final cut should be made outside the collar of live callus issue. If the collar has grown out several inches around the branch stub, only the dead stub should be removed, the live collar should remain intact and uninjured.

When reducing the length of a branch or the height of a leader, the final cut should be close to, but beyond (not violate) the branch bark ridge of the branch being cut to. The cut should approximately bisect the angle formed by the branch bark ridge and an imaginary line perpendicular to the trunk or branch cut.

During structural pruning the diameter of the branch, at its attachment, will be less than three-fourths the diameter of the parent branch or trunk. If larger, the branch's foliage should be reduced by 15% to 25%, particularly near its terminal. The parent branch will not be thinned as much in order to allow the parent branch to grow at a faster rate and reduce the weight of the lateral branch, slow its total growth, and develop a stronger branch attachment. If this does not appear appropriate, the branch should be shortened to a large lateral or be completely removed.

On large growing trees, branches that are more than one-third the diameter of the trunk at least 18 inches apart, on center, should have their mass reduced 15% to 25%, particularly near their terminals and/or be shortened. All pruning cuts should be clean and smooth with the bark at the edge of the cut firmly attached to the wood.

All end cuts on main branches will be cut on an angle of no less than 60 degrees so as not to restrict their natural flow of nutrients within the cambium layer.

All removals will include complete stump grinding except where noted otherwise.

TYPES OF PRUNING - MATURE TREES

Crown Cleaning: The removal of dead, dying, diseased, crowded, weakly attached, and low-vigor branches and watersprouts from a tree crown. Crown Thinning: Includes crown cleaning and the selective removal of branches to increase light penetration and air movement into the crown. Thinning of foliage to reduce the wind-sail effect of the crown and the weight of heavy limbs.

Thinning the crown to emphasize the structural beauty of trunk and specific branches as well as improve the growth of plants beneath the tree by increasing light penetration. When thinning the crown of mature trees, seldom should more than one-third of the live foliage be removed. At least one-half of the foliage should be on branches that arise in the lower two-thirds of the trees. When thinning laterals from a limb, the lateral branches will be left in the same distribution of foliage along the branch.

An effect known as "lion's-tailing" which results from pruning out the inside lateral branches is not allowed.

Crown Reduction: To reduce the height and/or spread of a tree. Thinning cuts are most effective in maintaining the structural integrity and natural form of a tree and in delaying the time when it will need to be pruned again. The lateral to which a branch or trunk is cut should be at least one-half the diameter of the cut being made.

Crown Restoration: To improve the structure and appearance of trees that have topped or severely pruned using heading cuts. One to three sprouts on main branch stubs will be selected to reform a more natural appearing crown. A vigorous selected sprout may be thinned to a lateral, headed, to control length growth in order to ensure adequate attachment for the size of the sprout.

Crown Raising: The removal of lower branches of a tree in order to provide clearance for buildings, a clearance of 13 feet -16 feet for vehicular traffic, 11 feet for pedestrian traffic. The tree will have at least one-half of its foliage on branches that originate in the lower two-thirds of its crown to ensure a well-formed, tapered structure.

View Restoration Trim: The removal of specified branches of a tree in order to provide/restore unobstructed views hindered by IPHMA-owned trees.

Clearance Trim: The removal of specified branches of a tree in order to provide adequate clearance for buildings, to the property line, or to a specified point.

Minimum Trim: The removal of sucker and waterspout growth and the elevation of tree limbs to IPHMA Code heights.

Removals: Trees that are to be removed will be designated by IPHMA only. Trees removed will be cut flush to finish grade or lower. Care will be taken to protect surrounding landscape plants that will be remaining at the completion of the project. Each will be marked at breast height with orange paint. All tree removals will include complete stump grinding except when determined unnecessary by IPHMA.

COMPETING PLANT MATERIALS

Competing plant material or plant material clinging to the trunk such as Ivy, volunteer trees, or woody shrubs, will be removed to provide a clear area of at least 18 feet, but not more than 24 inches around the trunk of the tree and the root crown.

CLIMBING TECHNIQUES

Climbing and pruning practices should not injure the tree except for the pruning cuts.

Climbing spurs will not be used when pruning a tree, unless the branches are more than throw-line distance apart. In such cases, the spurs should be removed once the climber is tied in.

Spurs may be used to reach an injured climber and when removing tree.

Rope injury to thin-barked trees from loading out heavy limbs should be avoided by installing a block in the tree to carry the load.

REMOVAL OF BRUSH AND DEBRIS

At the close of each day's operation, the Contractor will be required to keep all street, parkway, sidewalk, and yard areas of all property free of debris. Additionally, Contractor will be required to dump all ground wood chips at a site within IPHMA limits to be determined by IPHMA. Material that is not ground up (stumps, etc.) must be disposed of at Contractor's expense.

ANNUAL SERVICES MEETING

A mandatory meeting will be held with the Contractor each year prior to commencement of grid pruning to coordinate the annual work program.

RECORDKEEPING

Contractor will be responsible for managing a IPHMA tree maintenance database, which will be shared with IPHMA staff.

EXHIBIT B

RATE SCHEDULE

<u>Service Description</u>	<u>Unit Price</u>
Prune various tree species	\$550.00
Install 24-inch box replacement trees	\$345.00
Tree removal and stump grinding based on diameter at breast height:	
1 – 6 inches	\$120.00
7 – 12 inches	\$375.00
13 – 18 inches	\$495.00
19 – 24 inches	\$850.00
25 or more inches	\$1,125.00
Stump grinding only – per inch	\$14.00
Emergency crew hourly rate (per man hour)	\$129.00

Service Request Tree Pruning: Trees requiring pruning prior to their next regularly scheduled prune will be performed at the following rates based on tree size.

0 – 6” DBH PER TREE \$89.00
7-12” DBH PER TREE \$150.00
13-18” DBH PER TREE \$250.00
19-24” DBH PER TREE \$395.00
25” DBH & OVER PER TREE \$550.00

Pruning for Crown Reduction or Crown Restoration: Crown Reduction is used to reduce the height and/or spread of a tree. Reduction is the selective removal of branches and stems to decrease the height and/or spread of a tree or shrub. This type of pruning is done to minimize the risk of failure, to reduce height or spread, for utility line clearance, to clear vegetation from buildings or other structures, or to improve the appearance of the tree.

Pruning for Crown Restoration: Crown Restoration is corrective pruning used as a means to restore the form of crowns that have been previously damaged by extenuating circumstances. The goal of restoration is to improve a tree structure, form, or appearance.

0 – 6” DBH PER TREE \$89.00
7-12” DBH PER TREE \$195.00
13-18” DBH PER TREE \$345.00
19-24” DBH PER TREE \$495.00
25” DBH & OVER PER TREE \$695.00

PALM TREE SKINNING Per Linear Foot \$20.00

TREE ONLY REMOVAL Per diameter inch \$35.00

Caliper of trees to be measured at 4 feet above soil level. County prepares list of trees to be removed, marks trees, notifies homeowners and submits lists to WCA. WCA prepares internal work order. Crew removes tree and hauls all debris.

TREE PLANTING BASED ON SIZE

Planting includes the tree, stakes, ties and complete installation. Planting lists should be compiled by the Inspector and submitted monthly or as needed. WCA will guarantee the life of the tree for a period of THIRTY (30) calendar days, excluding vandalism and extreme weather conditions. After THIRTY (30) days, the tree will be the responsibility of IPHMA and/or resident.

36-INCH BOX Each \$1,200.00
48-INCH BOX Each \$2,600.00

TREE WATERING SERVICES per man hour \$94.00

A standard tree planting crew consists of 1 person with water truck. Cost of water not included. Price includes traffic control.

EMERGENCY RESPONSE SERVICES per man hour \$115.00

(Monday through Friday, 7:00am to 5:00pm; if our crew is not performing scheduled work in IPHMA)

Price includes personnel required for the response and standard equipment such as an aerial tower, chipper dump truck, a Vermeer chipper, small hand tools, and chainsaws. Cost also includes traffic control, cleanup, hauling away debris, and recording the work history. Insurance, fuel, wages, and disposal fees are included as well. Price based on paying the State Prevailing Wage for Tree Maintenance Laborer and providing certified payroll to IPHMA and the State DIR.

EMERGENCY RESPONSE SERVICES per man hour \$129.00

(Evenings 5:01pm to 6:59am, Weekends & Holidays)

Price includes personnel required for the response and standard equipment such as an aerial tower, chipper dump truck, a Vermeer chipper, small hand tools, and chainsaws. Cost also includes traffic control, cleanup, hauling away debris, and recording the work history. Insurance, fuel, wages, and disposal fees are included as well. Price based on paying the State Prevailing Wage for Tree Maintenance Laborer and providing certified payroll to IPHMA and the State DIR.

WCA is available for emergency calls on a 24-hour basis. WCA has a toll-free emergency telephone number to call in the event of an emergency. Customers can call 866-LIMB-DOWN (866-546-2369) and one of our Area Managers will respond to the call. Should an emergency call-out occur during evening hours, weekends and/or holidays, we can respond and begin work on-site within 90 minutes from the time notification was given. Our emergency response team will do what is necessary to leave the tree site safe until the following workday. No minimum call-out required.

SPECIALTY EQUIPMENT RENTAL per hour \$175.00

WCA can dispatch a variety of specialty equipment including 100-foot crane, 95-foot aerial tower, and/or roll-off trucks with loaders. These pieces of equipment include one operator.

ARBORIST SERVICES INCLUDING REPORT WRITING

(3-hour minimum)

On occasion, IPHMA may require tree evaluations including written reports. WCA shall provide an hourly rate for an Arborist that can respond to IPHMA's request(s) for the preparation of detailed arborist reports, tree risk assessment reports, tree evaluations and/or site inspections. Reporting can be generated on one tree or many trees and is handled on a case-by-case basis.

Written Arborist Reports, per hour \$160.00

Level 1 or 2 Risk Assessments, per hour \$195.00

Level 3 Risk Assessment, by proposal

Presentation to IPHMA Board, etc., per hour \$160.00

Laboratory testing (i.e., soil, limb, etc.) each cost + 15%

GPS TREE DATA COLLECTION (Optional)

Collect and record GPS tree inventory data for each IPHMA-owned tree. WCA agrees to provide use of our software program (ArborAccess) at no additional cost, while under an agreement for tree maintenance services.

Collect 1 – 5,000 trees, per tree site \$5.00

Collect over 5,000 trees, per tree site \$4.00

PLANT HEALTH CARE SERVICES

Tree Canopy Spraying from ground level, per diameter inch \$6.00

Tree Canopy Spraying from aerial tower, per diameter inch \$6.00

Description: Foliar hydraulic spraying of recommended material.

Insecticide or Fungicide Trunk Banding, per diameter inch \$6.00

Description: Trunk spray of recommended material.

PGR Trunk Banding, per diameter inch \$6.00

Description: Trunk spray of recommended material to regulate plant growth.

Insecticide or PGR Soil Application (Cambistat), per diameter inch \$6.00

Description: Recommended insecticide soil injection or drench material to regulate plant growth.

Insecticide or Fungicide Soil Application, per diameter inch \$6.00

Description: Soil applied drench of recommended material.

Soil Injection Fertilization, per diameter inch \$6.00

Description: Soil applied injection of recommended material.

Soil Drenching Fertilization, per diameter inch \$6.00

Description: Soil application of recommended material.

Trunk Injection (Insecticide/Miticide), per diameter inch \$6.00

Description: Trunk injected recommended material.

Trunk Injection (Fungicide), per diameter inch \$6.00

Description: Trunk injected recommended material.

Trunk Injection (Insecticide & Fungicide Combo), per diameter inch \$8.00

Description: Combination of one time trunk injection of two recommended materials.

Avermectin Class Insecticide Injection, per diameter inch \$6.00

Description: Recommended trunk injection of Emamectin benzoate active ingredient.

COOPERATIVE PURCHASE

It is intended that any other public agency (e.g., city, county district, public authority, public agency, municipality, and other political subdivision or public corporation) shall have the option to participate in any award made as a result of this solicitation at the same prices. IPHMA shall incur no financial responsibility in connection with any purchase by another public agency. The public agency shall accept sole responsibility for placing orders and making payments to the vendor.

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 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 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 IPHMA to inform Contractor of non-compliance with any requirement imposes no additional obligations on 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, 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 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. 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, IPHMA and Contractor may renegotiate Contractor's compensation.

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

Timely notice of claims. Contractor shall give 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.

*CITY OF INDUSTRY PROPERTY AND HOUSING
MANAGEMENT AUTHORITY*


ITEM NO. 6.3




INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY

MEMORANDUM

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

FROM: Joshua Nelson, Executive Director 

STAFF: Bing Hyun, Assistant Executive Director 

DATE: August 10, 2022

SUBJECT: Rental Application Process Discussion

Background:

The IPHMA Ad Hoc Committee (“Ad Hoc”) was established by the Industry Property and Housing Management Authority (“IPHMA”) on February 9, 2022, to develop recommendations on a formal rental application process for consideration by the IPHMA’s Board (the “Board”), including a statement of objective, method for advertising vacancies, application, eligibility requirements, selection process, and rent amount.

Discussion:

The Ad Hoc met initially on February 23, 2022 and, after six meetings and two tours of IPHMA properties, is ready to discuss its recommendations for the rental application process with the Board. The Ad Hoc will continue to discuss the rent amount. The following summarizes the recommendations of the Ad Hoc:

- **Statement of Objective** - “To provide decent, safe, and affordable housing in support of the City’s guiding vision of the General Plan to ‘Be an employment base and commercial and business hub for the San Gabriel Valley and Los Angeles metropolitan area.”
- **Method for Advertising Vacancies** - a Notice of Rental Unit Availability will be mailed to occupants of all residential dwelling units within the City of Industry, notifying prospective tenants of any potential rental unit availability, including the address, number of bedrooms, bathrooms and stories, approximate square footage, and rental amount of the available unit(s). Anyone wishing to apply would then be required to fill out and submit a Rental Application Interest Card by a



INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY

specified date and time. Only those persons submitting a Rental Application Interest Card would be eligible to receive a Rental Application.

- **Eligibility Requirements** - Applicant must be a current resident of the City of Industry, with continuous residency in a residential dwelling unit during the last twelve (12) months preceding the Rental Application filing deadline and the total number of occupants identified on the Application must be less than two persons per room in order to be eligible for prospective tenancy.
- **Selection Process** - Once the IPHMA has directed that one or more rental units shall be made available for rent, the IPHMA Chair shall establish a Rental Application Ad Hoc Committee, composed of two (2) members of the IPHMA to review applications, with support provided by IPHMA staff, and recommend an applicant for full Board approval.

Fiscal Impact:

There may be costs associated with obtaining and reviewing credit reports, criminal background checks, employment/income verification, or obtaining a third-party service to conduct any portion of the review and thorough fiscal impact can be calculated once the guidelines are finalized.

Recommendation:

Review the Draft IPHMA Rental Application Guidelines and provide direction to the Ad Hoc Committee and staff.

Exhibit:

Draft IPHMA Rental Application Guidelines

JN/BH:lh

EXHIBIT

Draft IPHMA Rental Application Guidelines

[Attached]

**INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY (IPHMA)
RENTAL APPLICATION GUIDELINES**

1. STATEMENT OF OBJECTIVE

To provide decent, safe, and affordable housing in support of the City's guiding vision of the General Plan to "Be an employment base and commercial and business hub for the San Gabriel Valley and Los Angeles metropolitan area."

2. ADVERTISEMENT

- a. A Notice of Rental Unit Availability will be sent regular mail to property owners and occupants of all residential dwelling units within the City of Industry, notifying prospective tenants of a rental unit availability and that any prospective tenant must submit a Rental Application Interest Card by a specified date, within _____ (_____) business days.
- b. The completed Rental Application Interest Card may be submitted by mail, delivery, or email, but must be received by close of business on the date specified in the Notice of Rental Unit Availability.
- c. Exhibit "A" shall serve as the Notice of Rental Unit Availability and shall indicate the address(es), number of bedrooms, number of bathrooms, number of stories, approximate square footage, and rental amount of the available rental unit(s).
- d. Exhibit "B" shall serve as the Rental Application Interest Card.

3. APPLICATION

- a. Only prospective applicants that respond to the Notice of Rental Unit Availability by submitting the Rental Application Interest Card shall be eligible to receive a Rental Application.
- b. Rental Applications shall be completed in full and submitted by a specified date, within _____ (_____) business days, from the mailing date of the Rental Application by IPHMA.
- c. The completed Rental Application may be submitted by mail, delivery, or email, but must be received by close of business on the date specified in the letter transmitting the Rental Application.
- d. Exhibit "C" shall serve as the Rental Application.

4. ELIGIBILITY

- a. If the total number of occupants stated on the Rental Application identifies more than two persons per room, then the Rental Application shall not be considered.
- b. Not less than one of the prospective Tenants must be a current resident of the City of Industry, with continuous residency in a residential dwelling unit in the twelve (12) months preceding the Rental Application filing deadline. An Occupant is not considered a Tenant.

5. SELECTION PROCESS

- a. Upon determination that a rental unit shall be made available, the IPHMA Chair shall appoint a Rental Application Ad Hoc Committee composed of two (2) IPHMA board members who will work with the Executive Director and staff.
- b. Rental Application Ad Hoc Committee will review the applications and select the tenant(s).
- c. Rental Application Ad Hoc Committee shall transmit final recommendation to the IPHMA for full Board approval.

6. RENT AMOUNT (TO BE DISCUSSED)

EXHIBIT A

Notice of Rental Unit Availability

[Faint, illegible text, likely bleed-through from the reverse side of the page]



INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY

Notice of Rental Unit Availability

MONTH DAY, 2022

Dear City of Industry Resident,

I am pleased to inform you of the possibility that the Industry Property and Housing Management Authority may be preparing to offer the following unit(s) for rent in the future:

Address	Bedrooms	Bathrooms	Single Story?	Square Feet	Rental Amount
15652 Nelson Avenue	3	2	Yes	1,033	\$_____
15722 Nelson Avenue	2	1	Yes	1,225	\$_____
15730 Nelson Avenue	3	3	Yes	1,650	\$_____
16229 Temple Avenue	2	2	Yes	1,496	\$_____
22036 Valley Boulevard	3	2	Yes	2,640	\$_____
17229 Chestnut Street	4	2	Yes	2,230	\$_____

If you would be interested in applying for any of these units, please fill out completely the enclosed Rental Application Interest Card and submit via mail, email, or hand delivery to Industry City Hall, located at 15625 Mayor Dave Way, City of Industry, CA 91744. The Rental Application Interest Card must be received no later than close of business, at 4:00 p.m. on _____ to qualify for further consideration. In addition, please note that only current residents of the City of Industry who have maintained continuous residency in a residential dwelling unit within the City of Industry for the past twelve (12) consecutive months may apply.

If you have any questions, please contact Bing Hyun at (626) 333-2211, extension 108, or iphma@cityofindustry.org. Thank you for making the City of Industry your home and for your consideration of this exciting opportunity.

Regards,

Joshua Nelson
Executive Director

EXHIBIT B

Rental Application Interest Card



INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY

RENTAL APPLICATION INTEREST CARD

(1 per applicant)

Full Name: _____ Phone Number: _____

Current Address: _____

E-Mail Address: _____

Please list all proposed occupants:

Name	Minor?
	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No

Pets? Yes No If Yes, describe: _____

Have you lived in the City of Industry for the past twelve (12) months? Yes No

Please mark Yes or No for each of the following:

Address	Are you interested in applying for this unit?
15652 Nelson Avenue	<input type="checkbox"/> Yes <input type="checkbox"/> No
15722 Nelson Avenue	<input type="checkbox"/> Yes <input type="checkbox"/> No
15730 Nelson Avenue	<input type="checkbox"/> Yes <input type="checkbox"/> No
16229 Temple Avenue	<input type="checkbox"/> Yes <input type="checkbox"/> No
22036 Valley Boulevard	<input type="checkbox"/> Yes <input type="checkbox"/> No
17229 Chestnut Street	<input type="checkbox"/> Yes <input type="checkbox"/> No

Please return your completed form by 4:00 p.m. on Friday, _____, to iphma@cityofindustry.org or mail to:

IPHMA
Attn: Bing Hyun
15625 Mayor Dave Way
City of Industry, CA 91744

EXHIBIT C

Rental Application

- Tenant
 Guarantor

Name of Applicant: _____

RENTAL APPLICATION

Co-applicant(s)

(All sections must be completed)

Last Name		First Name		Middle Name		Social Security Number or ITIN	
Other names used in the last 10 years				Date of Birth		Mobile/Cell Phone Number	
Home Phone Number		Work Phone Number		E-mail Address			
Photo ID Type		Number		Issuing Government		Exp. Date	Other ID
1.	Present Address			City		State	Zip Code
	Date In	Date Out	Landlord Name			Landlord Phone Number	
	Reason for Moving Out				Current Rent Amount per Month \$		
2.	Previous Address			City		State	Zip Code
	Date In	Date Out	Landlord Name			Landlord Phone Number	
	Reason for Moving Out				Rent Amount per Month at Move-out \$		
3.	Next Previous Address			City		State	Zip Code
	Date In	Date Out	Landlord Name			Landlord Phone Number	
	Reason for Moving Out				Rent Amount per Month at Move-out \$		
Proposed Occupants: List all in addition to yourself	Name			Relationship			Minor? Y/N
	Name			Relationship			Minor? Y/N
	Name			Relationship			Minor? Y/N
	Name			Relationship			Minor? Y/N
	Name			Relationship			Minor? Y/N
	Name			Relationship			Minor? Y/N
Number of Pets	Describe Type/Breed						
Waterbed? Y/N	How did you hear about this rental?						

- Tenant
- Guarantor

Name of Applicant:

A.	Current Employer Name		Job Title		Dates of Employment	
	Employer Address		City		State	Zip Code
	Employer Phone Number	Name of Supervisor/HR Manager		Current Gross Income \$ Per <input type="checkbox"/> Week <input type="checkbox"/> Month <input type="checkbox"/> Year		
B.	Prior Employer Name		Job Title		Dates of Employment	
	Employer Address		City		State	Zip Code
	Employer Phone Number	Name of Supervisor/HR Manager				
Other Income Source		Amount \$		Frequency		
Other Income Source		Amount \$		Frequency		

Name of your bank	Branch or Address	Account Number	Type of Acct
1.			
2.			

Please list ALL of your financial obligations below.

Name of Creditor	Address	Phone Number	Monthly Pmt. Amt.
1.			\$
2.			\$
3.			\$
4.			\$
5.			\$
6.			\$
7.			\$
8.			\$

In case of emergency, notify:	Address: Street, City, State, Zip	Relationship	Phone
1.			
2.			

- Tenant
- Guarantor

Name of Applicant:

Personal References (Not Living with You)	Address: Street, City, State, Zip	Length of Acquaintance	Relationship	Phone
1.				
2.				

Automobile Make	Model	License #	Year	Color
1.				
2.				
3.				
4.				

List Other Motor Vehicles

Have you filed for bankruptcy in the last 7 years? If yes, please explain.

Have you been evicted or asked to move in the last 10 years? If yes, please explain.

- Tenant
- Guarantor

Name of Applicant: _____

NOTICE REGARDING CALIFORNIA INVESTIGATIVE CONSUMER REPORTING AGENCIES ACT

Landlord does not intend to request an investigative consumer report regarding the Applicant.

Unless the box above is checked, Landlord intends to request an investigative consumer report regarding the Applicant's character, general reputation, personal characteristics, and mode of living. Under Section 1786.22 of the California Civil Code, the files maintained on you by the investigative consumer agency shall be made available to you during business hours and on reasonable notice, provided you furnish proper identification, as follows: (1) You may appear at the investigative consumer reporting agency identified below in person, (2) you may make a written request for copies to be sent by certified mail to a specified addressee, or (3) you may make a written request for a summary of the file to be provided over the telephone. The agency may charge a fee, not to exceed the actual duplication costs if you request a copy of your file. The agency is required to have personnel available to explain your file to you, and the agency must explain to you any coded information appearing in your file. If you appear in person, a person of your choice may accompany you, provided that this person furnishes proper identification. If you are accompanied by a person of your choosing, the agency may require you to furnish a written statement granting permission to the investigative consumer reporting agency to discuss your file in the other person's presence. The agency that will prepare the report(s) identified in this section is listed below:

Name of Agency

Address of Agency

If you would like a copy of the report(s) that is/are prepared, please check the box below:

I would like to receive a copy of the report(s) that is/are prepared

If the box above is checked, Landlord agrees to send the report to Applicant within three (3) business days of the date the report is provided to Landlord. Landlord may contract with another entity to send a copy of the report.

Applicant represents that all the above statements are true and correct, authorizes verification of the above items, and agrees to furnish additional credit references upon request. Applicant authorizes Landlord to obtain reports that may include credit reports, unlawful detainer (eviction) reports, bad check searches, social security number verification, fraud warnings, previous tenant history and employment history. Applicant consents to allow Landlord to disclose tenancy information to previous or subsequent Landlords.

The undersigned Applicant is applying to rent the premises designated as:

Address _____

The rent for which is \$_____ per_____. Upon approval of this application, and execution of a rental/lease agreement, the applicant shall pay all sums due before occupancy, including first month's rent, which may be prorated based on the effective date of the lease.

Date

Applicant (signature required)

- Tenant
- Guarantor

Name of Applicant:

INDUSTRY PROPERTY and HOUSING MANAGEMENT AUTHORITY (IPHMA) CODE FOR EQUAL HOUSING OPPORTUNITY

The IPHMA supports the spirit and intent of all local, state, and federal fair housing laws for all residents without regard to color, race, religion, sex, marital status, mental or physical disability, age, familial status, sexual orientation, or national origin.

The IPHMA reaffirms its belief that equal opportunity can best be accomplished through effective leadership, education, and the mutual cooperation of owners, managers, and the public.

Therefore, we agree to abide by the following provisions of this Code for Equal Housing Opportunity

- We agree that in the rental, lease, sale, purchase, or exchange of real property, owners and their employees have the responsibility to offer housing accommodations to all persons on an equal basis.
- We agree to set and implement fair and reasonable rental housing rules and guidelines and will provide equal and consistent services throughout our residents' tenancy.
- We agree that we have no right or responsibility to volunteer information regarding the racial, creed, or ethnic composition of any neighborhood, and we do not engage in any behavior or action that would result in "steering."
- We agree not to print, display, or circulate any statement or advertisement that indicates any preference, limitations, or discrimination in the rental or sale of housing.

*CITY OF INDUSTRY PROPERTY AND HOUSING
MANAGEMENT AUTHORITY*

ITEM NO. 6.4
No Backup Material