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## City of Industry Property and Housing Management Authority

REGULAR MEETING AGENDA  
MAY 10, 2023  
10:30 a.m.

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

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

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### Addressing the Authority:

- ▶ **Agenda Items:** Members of the public may address the Authority on any matter listed on the Agenda. In order to conduct a timely meeting, there will be a three-minute time limit per person for any matter listed on the Agenda. Anyone wishing to speak to the Authority is asked to complete a Speaker's Card which can be found at the back of the room and at each podium. The completed card should be submitted to the City Clerk prior to the Agenda item being called and prior to the individual being heard by the Authority.
- ▶ **Public Comments (Non-Agenda Items):** Anyone wishing to address the Authority on an item not on the Agenda may do so during the "Public Comments" period. In order to conduct a timely meeting, there will be a three-minute time limit per person for the Public Comments portion of the Agenda. State law prohibits the Authority from taking action on a specific item unless it appears on the posted Agenda. Anyone wishing to speak to the Authority is asked to complete a Speaker's Card which can be found at the back of the room and at each podium. The completed card should be submitted to the City Clerk prior to the Agenda item being called by the City Clerk and prior to the individual being heard by the Authority.

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

▶ [www.microsoft.com/microsoft-teams/join-a-meeting](https://www.microsoft.com/microsoft-teams/join-a-meeting)

**Meeting ID: 214 491 700 014**

**Passcode: 2R2UAY**

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

**Or call in (audio only)**

**+1 657-204-3264,,574385584# United States, Anaheim**

**Phone Conference ID: 574 385 584#**

### Americans with Disabilities Act:

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

**Agendas and other writings:**

- ▶ *In compliance with SB 343, staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 Mayor Dave Way, Suite 100, City of Industry, California, at the office of the City Clerk during regular business hours, Monday through Thursday 8:00 a.m. to 5:00 p.m., Friday 8:00 a.m. to 4:00 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.*
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1. Call to Order
2. Flag Salute
3. AB 2449 Vote on Emergency Circumstances (if necessary)
4. Roll Call
5. Public Comments
6. **CONSENT CALENDAR**

- 6.1 Consideration of the Register of Demands for May 10, 2023

*RECOMMENDED ACTION: Approve the Register of Demands*

- 6.2 Consideration of Amendment No. 3 to the Professional Services Agreement with I.R.C. Technologies, Inc., dba Independent Roofing Consultants, to provide inspection, design, and construction support services for roof replacements of residential homes, extending the term through May 10, 2025

*RECOMMENDED ACTION: Approve the Amendment.*

- 6.3 Consideration of a License Agreement with Skanska USA Civil West California District, Inc., for Access to Parcel Nos. 8709-027-271 and 8709-027-907, for a Temporary Staging Area for Construction Materials and Equipment related to the 57/60 Confluence Project

*RECOMMENDED ACTION: Approve the License Agreement with Skanska USA Civil West California District, Inc.*

7. **BOARD MATTERS**

7.1 Consideration of Amendments to Residential Rental Agreements for the following properties:

- a) 16000 E. Temple Avenue Unit D
- b) 16212 E. Temple Avenue
- c) 16217 E. Temple Avenue

*RECOMMENDED ACTION:* *The IPHMA Ad Hoc Committee recommends approving the amendments to the Residential Rental Agreements.*

8. **EXECUTIVE DIRECTOR REPORTS**

9. **AB 1234 REPORTS**

10. **BOARD MEMBER COMMUNICATIONS**

11. Adjournment. Next regular meeting: Wednesday, June 7, 2023, at 10:30 a.m.

*CITY OF INDUSTRY PROPERTY AND HOUSING  
MANAGEMENT AUTHORITY*

ITEM NO. 6.1

**INDUSTRY PROPERTY & HOUSING MANAGEMENT AUTHORITY**

**AUTHORIZATION FOR PAYMENT OF BILLS**

Board Meeting May 10, 2023

<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
160	INDUSTRY PROPERTY & HOUSING	153,128.71
TOTAL ALL FUNDS		153,128.71

<u>BANK</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
IPHMA.WF.CHK	WELLS FARGO CHECKING	153,128.71
TOTAL ALL BANKS		153,128.71

**APPROVED PER CITY MANAGER**

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**Industry Property and Housing Management Authority**  
**Voided Checks**  
**May 10, 2023**

Check	Date		Payee Name	Check Amount
<b>IPHMA.WF.CHK - IPHMA Wells Fargo Checking</b>				
200432	04/19/2023	04/19/2023	INDUSTRY PUBLIC UTILITY COMMISSI	(\$9.25)
	Invoice	Date	Description	Amount
	2023-00001723	04/06/2023	VOIDED - CK PRINT ERROR 03/01-04/01/23 SVC - 16229 E TEMPLE AVE	(\$9.25)
200433	04/19/2023	04/19/2023	SOCALGAS	(\$28.54)
	Invoice	Date	Description	Amount
	2023-00001722	04/06/2023	VOIDED - CK PRINT ERROR 03/06-04/04/23 SVC - 16200 TEMPLE AVE APT 202	(\$28.54)

Checks	Status	Count	Transaction Amount
	Total	2	(\$37.79)

**Industry Property and Housing Management Authority  
Board Meeting  
May 10, 2023**

Check	Date		Payee Name	Check Amount
<b>IPHMA.WF.CHK - IPHMA Wells Fargo Checking</b>				
200430	04/12/2023		CITY OF INDUSTRY	\$740.00
	Invoice	Date	Description	Amount
	IPH-04/06/23A	04/06/2023	REIMBURSEMENT TO CITY FOR CNC EXPENSES MOVE TO PROJECT	\$740.00
200431	04/12/2023		PARRIOTT, JEFF	\$41.60
	Invoice	Date	Description	Amount
	IPH-04/12/23	04/12/2023	REIMBURSEMENT OF MARCH 2023 5% LATE FEE	\$41.60
200432	04/19/2023		INDUSTRY PUBLIC UTILITY COMMISSIO	\$9.25
	Invoice	Date	Description	Amount
	2023-00001723	04/06/2023	03/01-04/01/23 SVC - 16229 E TEMPLE AVE	\$9.25
200433	04/19/2023		SOCALGAS	\$28.54
	Invoice	Date	Description	Amount
	2023-00001722	04/06/2023	03/06-04/04/23 SVC - 16200 TEMPLE AVE APT 202	\$28.54
200434	04/19/2023		INDUSTRY PUBLIC UTILITY COMMISSIO	\$9.25
	Invoice	Date	Description	Amount
	2023-00001723	04/06/2023	03/01-04/01/23 SVC - 16229 E TEMPLE AVE	\$9.25
200435	04/19/2023		SOCALGAS	\$28.54
	Invoice	Date	Description	Amount
	2023-00001722	04/06/2023	03/06-04/04/23 SVC - 16200 TEMPLE AVE APT 202	\$28.54
200436	04/26/2023		WALNUT VALLEY WATER DISTRICT	\$82.21
	Invoice	Date	Description	Amount
	4630548	04/12/2023	03/01-03/31/23 SVC - 22002 VALLEY BLVD	\$37.75

**Industry Property and Housing Management Authority  
Board Meeting  
May 10, 2023**

Check	Date		Payee Name	Check Amount
<b>IPHMA.WF.CHK - IPHMA Wells Fargo Checking</b>				
	4634991	04/13/2023	03/03-04/03/23 SVC - 20137 WALNUT DR	\$44.46
<b>200437</b>	05/03/2023		<b>SOCALGAS</b>	<b>\$26.05</b>
	Invoice	Date	Description	Amount
	2023-00001771	04/18/2023	04/05-04/14/23 SVC - 22036 VALLEY BLVD	\$26.05
<b>200438</b>	05/10/2023		<b>CASSO &amp; SPARKS, LLP</b>	<b>\$46,635.75</b>
	Invoice	Date	Description	Amount
	20800	04/17/2023	JAN 2023-MAR 2023 LEGAL SVC FOR IPHMA	\$46,635.75
<b>200439</b>	05/10/2023		<b>CITY OF INDUSTRY</b>	<b>\$38,791.32</b>
	Invoice	Date	Description	Amount
	04/11/23	04/11/2023	CITY INSURANCE PREMIUM ALLOCATION FY 2022-2023	\$38,791.32
<b>200440</b>	05/10/2023		<b>CNC ENGINEERING</b>	<b>\$28,738.75</b>
	Invoice	Date	Description	Amount
	507717	04/27/2023	COORDINATION FOR HVAC REPAIRS - BUNKHOUSES	\$285.00
	507718	04/27/2023	COORDINATION FOR HVAC & SCREEN DOOR REPAIRS - 15714 NELSON AVE	\$1,740.00
	507719	04/27/2023	CRDNTN FOR HVAC & WATER LEAK REPAIR - 16200 E TEMPLE AVE UNIT D	\$675.00
	507720	04/27/2023	COORDINATION FOR HVAC & DRYER REPAIRS - 15702 NELSON AVE	\$285.00
	507721	04/27/2023	COORDINATION FOR HVAC & DRYER REPAIRS - 15736 NELSON AVE	\$600.00
	507722	04/27/2023	COORDINATION FOR HVAC & DRYER REPAIRS - 17229 CHESTNUT ST	\$475.00
	507723	04/27/2023	CRDNTN 4 WTR LEAK, SHWER DOOR & LGHT RPR - 16200 E TEMPLE UNIT A	\$2,082.50
	507724	04/27/2023	COORDINATION FOR HVAC & DRYER REPAIRS - 16217 E TEMPLE AVE	\$485.00



**Industry Property and Housing Management Authority  
Board Meeting  
May 10, 2023**

Check	Date	Payee Name	Check Amount
<b>IPHMA.WF.CHK - IPHMA Wells Fargo Checking</b>			
507725	04/27/2023	COORDINATION FOR HVAC & DRYER REPAIRS - 17217 CHESTNUT ST	\$380.00
507726	04/27/2023	CRDNTN FOR HVAC, DRYR, WNDW BLND RPR - 16200 E TEMPLE AVE UNIT C	\$951.25
507727	04/27/2023	COORDINATION FOR HVAC & DRYER REPAIRS - 16218 TEMPLE AVE	\$485.00
507728	04/27/2023	COORDINATION FOR HVAC & DRYER REPAIRS - 16229 E TEMPLE AVE	\$285.00
507729	04/27/2023	CRDNTN FOR APPLIANCE & PLUMB REPAIR - 16200 E TEMPLE AVE UNIT B	\$998.75
507730	04/27/2023	CRDNTN FOR TERMITE INSPECT & REPAIRS - 16227 E TEMPLE AVE	\$2,395.00
507731	04/27/2023	COORDINATION FOR HVAC & DRYER REPAIRS - 16238 E TEMPLE AVE	\$285.00
507732	04/27/2023	CRDNTN FOR PLUMB & HVAC REPAIRS - 16242 E TEMPLE AVE	\$532.50
507733	04/27/2023	CRDNTN FOR HVAC, PLUMB, & WTR DMG REPAIR - 15722 NELSON AVE	\$1,577.50
507734	04/27/2023	CRDNTN FOR HVAC, STUCCO, & WINDOW REPAIR - 15652 NELSON AVE	\$770.00
507735	04/27/2023	CRDNTN FOR HVAC & GATE REPAIR, GAS INSTALL - 22036 E VALLEY BLVD	\$2,042.50
507736	04/27/2023	COORDINATION FOR MISC REPAIRS - GENERAL	\$6,085.00
507737	04/27/2023	COORDINATION FOR HVAC & DRYER REPAIRS - 16224 E TEMPLE AVE	\$1,207.50
507738	04/27/2023	COORDINATION FOR HVAC & DRYER REPAIRS - GENERAL	\$865.00
507739	04/27/2023	COORDINATION FOR MISC REPAIRS - GENERAL	\$3,251.25
<b>200441</b>	05/10/2023	<b>IPHMA - PAYROLL ACCOUNT</b>	<b>\$3,000.00</b>
Invoice	Date	Description	Amount
MAY-23	04/24/2023	REPLENISH PAYROLL ACCOUNT FOR MAY 2023	\$3,000.00

**Industry Property and Housing Management Authority  
Board Meeting  
May 10, 2023**

Check	Date	Payee Name		Check Amount
<b>IPHMA.WF.CHK - IPHMA Wells Fargo Checking</b>				
<b>200442</b>	05/10/2023	<b>KLINE'S PLUMBING, INC.</b>		<b>\$3,895.57</b>
	Invoice	Date	Description	Amount
	12762	04/05/2023	BATHROOM REPAIRS - 16000 TEMPLE AVE UNIT B	\$890.57
	12781	04/14/2023	REPAIR LEAK - 16000 TEMPLE AVE UNIT A	\$550.00
	12788	04/17/2023	REPLACE GARBAGE DISPOSAL - 15722 NELSON AVE	\$385.00
	12417	08/16/2022	REPLACE SHOWER VALVE & INSTALL FAUCET - 17217 CHESTNUT ST	\$1,225.00
	12621	01/16/2023	FLUSH STOPPAGE IN BATHROOM - 15730 NELSON AVE	\$350.00
	12520	10/12/2022	REPAIR CLOGGED DISHWASHER - 16238 TEMPLE AVE	\$195.00
	12521	10/12/2022	REPLACE WAX RING ALONG TOILET - 16000 TEMPLE AVE UNIT C	\$300.00
<b>200443</b>	05/10/2023	<b>LOWE'S/SYNCHRONY BANK</b>		<b>\$863.93</b>
	Invoice	Date	Description	Amount
	987458	03/22/2023	GAS RANGE - 15730 NELSON AVE	\$863.93
<b>200444</b>	05/10/2023	<b>MORTISE &amp; TENON BUILDING CORP</b>		<b>\$2,547.14</b>
	Invoice	Date	Description	Amount
	215625053	04/19/2023	MAINTENANCE SVC - 16000 TEMPLE AVE UNIT A	\$400.00
	215625051	04/13/2023	MAINTENANCE SVC - 16000 TEMPLE AVE UNIT A	\$486.82
	215625052	04/14/2023	REPAIR INTERIOR DOORS - 15730 NELSON AVE	\$250.00
	215625050	04/12/2023	MAINTENANCE SVC - 15714 NELSON AVE	\$496.49
	215625047	04/04/2023	REPLACE VERTICAL BLINDS - 16000 TEMPLE AVE UNIT C	\$338.67
	215625042	04/03/2023	REPLACE BROKEN SCREEN DOOR - 16227 TEMPLE AVE	\$575.16
<b>200445</b>	05/10/2023	<b>SATSUMA LANDSCAPE &amp; MAINT.</b>		<b>\$20,608.60</b>
	Invoice	Date	Description	Amount

**Industry Property and Housing Management Authority  
Board Meeting  
May 10, 2023**

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

0423EHNHCS	04/14/2023	APRIL 2023 LANDSCAPE MAINTENANCE	\$20,608.60
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200446	05/10/2023	TEMP AIR SYSTEM INC.	\$7,120.00
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Invoice	Date	Description	Amount
16316	04/04/2023	HVAC MAINTENANCE - 15652 NELSON AVE	\$445.00
16317	04/04/2023	HVAC MAINTENANCE - 15736 NELSON AVE	\$445.00
16321	04/06/2023	HVAC MAINTENANCE - 16242 TEMPLE AVE	\$640.00
16319	04/06/2023	HVAC MAINTENANCE - 15714 NELSON AVE	\$445.00
16323	04/07/2023	HVAC MAINTENANCE - 15730 NELSON AVE	\$445.00
16347	04/11/2023	HVAC MAINTENANCE - 16218 TEMPLE AVE	\$445.00
16349	04/11/2023	HVAC MAINTENANCE - 16000 TEMPLE AVE UNIT D	\$445.00
16348	04/11/2023	HVAC MAINTENANCE - 16000 TEMPLE AVE UNIT C	\$445.00
16352	04/12/2023	HVAC MAINTENANCE - 16212 TEMPLE AVE	\$640.00
16320	04/06/2023	HVAC MAINTENANCE - 14063 PROCTOR AVE	\$445.00
16318	04/05/2023	HVAC MAINTENANCE - 15722 NELSON AVE	\$445.00
16350	04/11/2023	HVAC MAINTENANCE - 16217 TEMPLE AVE	\$640.00
16365	04/12/2023	REPLACE INDOOR FURNACE - 16224 TEMPLE AVE	\$750.00
16351	04/12/2023	HVAC MAINTENANCE - 16224 TEMPLE AVE	\$445.00

Checks	Status	Count	Transaction Amount
Total		17	\$153,166.50

*CITY OF INDUSTRY PROPERTY AND HOUSING  
MANAGEMENT AUTHORITY*

ITEM NO. 6.2



# INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY

## MEMORANDUM

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

**FROM:** Joshua Nelson, Executive Director

**STAFF:** Mathew Hudson, Engineering Manager; James Cramsie, Director of Engineering, CNC Engineering, Arlene Lopez, Project Manager, CNC Engineering

**DATE:** 05/10/2023

**SUBJECT:** Consideration of Amendment No. 3 to the Professional Services Agreement with I.R.C. Technologies, Inc., dba Independent Roofing Consultants, to provide inspection, design, and construction support services for roof replacements of residential homes, extending the term through May 10, 2025

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### BACKGROUND

On May 12, 2021, the Board approved a Professional Services Agreement ("PSA") with I.R.C. Technologies, Inc., dba Independent Roofing Consultants ("IRC") for roof inspection services on all the IPHMA houses. On November 10, 2021, the Board approved Amendment No. 1 to extend the term for IRC to develop specifications and construction details for the required roof repairs and replacements, and increase compensation by \$46,970.00 for the additional work. There were 22 properties included in the initial investigations. The amendment also updated the address for IPHMA. On April 13, 2022, the Board approved Amendment No. 2 to revise the scope of services, revise the rate schedule and increase compensation by \$4,600.00.

### DISCUSSION

The Agreement expires on May 12, 2023, and a term extension through May 10, 2025 is necessary to allow IRC to continue to provide the construction support needed to complete the repairs and replacements of the roofs.

### FISCAL IMPACT

There is no fiscal impact associated with Amendment No. 3.

### RECOMMENDATION

Staff recommends the Board approve Amendment No. 3 to the Professional Services Agreement with I.R.C. Technologies, Inc.

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### Attachments

A. Amendment No. 3 to the Professional Services Agreement with I.R.C. Technologies, Inc., dated May 10, 2023

**AMENDMENT NO. 3  
TO PROFESSIONAL SERVICES AGREEMENT WITH  
I.R.C. TECHNOLOGIES, INC., DBA INDEPENDENT ROOFING CONSULTANTS**

This Amendment No. 3 to the Professional Services Agreement (“Agreement”) is made and entered into this 10th day of May 2023, (“Effective Date”) between the Industry Property and Housing and Management Authority, a public body (“IPHMA”) and I.R.C. Technologies, Inc., dba Independent Roofing Consultants, a California Corporation (“Consultant”). IPHMA and Consultant are hereinafter collectively referred to as the “Parties.”

**RECITALS**

**WHEREAS**, on or about May 12, 2021, the Agreement was entered into and executed between IPHMA and Consultant for roof inspection services; and

**WHEREAS**, on or about November 10, 2021, Amendment No. 1 was approved to extend the term of the Agreement, increase compensation by \$46,970.00, amend the scope of services, revise the rate schedule to reflect Consultant’s current rates, and to update the address for IPHMA; and

**WHEREAS**, on or about April 13, 2022, Amendment No. 2 was approved to revise the scope of services, revise the rate schedule to include the fee for the additional scope, along with an increase in compensation of \$4,600.00; and

**WHEREAS**, the Agreement expires on May 12, 2023, and it is necessary to extend the term through May 10, 2025, to allow Consultant to continue providing the construction support needed to complete the repairs and replacements of the roofs; and

**WHEREAS**, for the reasons set forth herein, IPHMA and Consultant desire to enter into this Amendment No. 3, as set forth below.

**AMENDMENT**

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

**1. TERM**

Section 1, Term, is hereby revised to read in its entirety as follows:

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than May 10, 2025, unless sooner terminated pursuant to the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3 to the Agreement as of the Effective Date.

(SIGNATURES ON THE FOLLOWING PAGE)

**“IPHMA”**

Industry Property Housing  
Management Authority

**“CONSULTANT”**

I.R.C. Technologies, Inc.

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

By: \_\_\_\_\_  
Veronica Foster, Vice President

**Attest:**

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

**APPROVED AS TO FORM**

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

**EXHIBIT A TO AMENDMENT NO. 3**

**PROFESSIONAL SERVICES AGREEMENT WITH I.R.C. TECHNOLOGIES, INC., DBA  
INDEPENDENT ROOFING CONSULTANTS DATED MAY 12, 2021**

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## CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY

### PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of May 12, 2021 ("Effective Date"), between the City of Industry Property and Housing and Management Authority, a public body ("IPHMA") and I.R.C. Technologies Inc., dba Independent Roofing Consultants, a California Corporation ("Consultant"). IPHMA and Consultant are hereinafter collectively referred to as the "Parties".

#### RECITALS

**WHEREAS**, IPHMA desires to engage Consultant to perform the services described herein, and Consultant desires to perform such services in accordance with the terms and conditions set forth herein.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions herein contained, IPHMA and Consultant agree as follows:

#### 1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than May 12, 2022, unless sooner terminated pursuant to the provisions of this Agreement.

#### 2. SERVICES

(a) Consultant shall perform the tasks ("Services") described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. ("Scope of Services"). Tasks other than those specifically described in the Scope of Services shall not be performed without prior written approval of the IPHMA. The Services shall be performed by Consultant, unless prior written approval is first obtained from the IPHMA. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

(b) IPHMA shall have the right to request, in writing, changes to the Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the IPHMA and in a first-class manner in conformance with the standards of quality normally observed by an entity providing roof inspection services, serving a public agency.

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the Political

Reform Act (Government Code Section 81000 *et seq.*). During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working on the Effective Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) IPHMA has not consented in writing to Consultant's performance of such work. No officer or employee of IPHMA shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the IPHMA. If Consultant was an employee, agent, appointee, or official of the IPHMA in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, and Consultant will be required to reimburse the IPHMA for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

(e) Consultant represents that it has, or will secure at its own expense, all licensed personnel required to perform the Services. All Services shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified and licensed to perform such services.

### 3. MANAGEMENT

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

### 4. PAYMENT

(a) The IPHMA agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Twenty Three Thousand Dollars (\$23,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the IPHMA. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by IPHMA and Consultant at the time IPHMA's written authorization is given to Consultant for the performance of said services.

(c) Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the IPHMA disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an Invoice therefore.

**5. LABOR CODE AND PREVAILING WAGES**

(a) Consultant represents and warrants that it is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000.00 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. IPHMA shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and any location where the Services are performed. Consultant shall indemnify, defend and hold harmless, the 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, Consultant's or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant, failure or alleged failure to comply with Prevailing Wage Laws.

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

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

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

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

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

(a) The IPHMA may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the IPHMA suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the IPHMA shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the IPHMA. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to the IPHMA pursuant to Section 5 of this Agreement.

## **7. OWNERSHIP OF DOCUMENTS**

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by IPHMA that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of IPHMA or its designees at reasonable times to review such books and records; shall give IPHMA the right to examine and audit said books and records; shall permit IPHMA to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the IPHMA and may be used, reused, or otherwise disposed of by the IPHMA without the permission of the Consultant. With respect to computer files, Consultant shall make available to the IPHMA, at the Consultant's office, and upon reasonable written request by the IPHMA, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer

files. Consultant hereby grants to IPHMA all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the services under this Agreement. All reports, documents, or other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the IPHMA.

## 8. INDEMNIFICATION

### (a) Indemnity for professional liability

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the IPHMA and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

### (b) Indemnity for other than professional liability

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless IPHMA, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(c) DUTY TO DEFEND. In the event the IPHMA, its officers, employees, agents and/or volunteers are made a party to any action, claim, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by IPHMA, Consultant shall have an immediate duty to defend the IPHMA at Consultant's cost or at IPHMA's option, to reimburse the IPHMA for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

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

**9. INSURANCE**

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

**10. INDEPENDENT CONSULTANT**

(a) Consultant is and shall at all times remain as to the IPHMA a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither IPHMA nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the IPHMA. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the IPHMA, or bind the IPHMA in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, IPHMA shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for IPHMA. IPHMA shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

(c) Consultant shall indemnify, defend and hold harmless, the IPHMA, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including contributions to any retirement and/or pension plan, legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Consultant's or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant, service as an independent contractor. The 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 the IPHMA may have under the law.

**11. LEGAL RESPONSIBILITIES**

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The IPHMA, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

**12. UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the IPHMA in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the IPHMA has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the IPHMA to any and all remedies at law or in equity.

**13. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES**

No member, officer, or employee of IPHMA, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

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

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without IPHMA's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the IPHMA, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the IPHMA, unless otherwise required by law or court order.

(b) Consultant shall promptly notify IPHMA should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the IPHMA, unless Consultant is prohibited by law from informing the IPHMA of such Discovery, court order or subpoena. IPHMA retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless IPHMA is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the IPHMA and to provide the opportunity to review any response to discovery requests provided by Consultant. However, IPHMA's right to review any such response does not imply or mean the right by IPHMA to control, direct, or rewrite said response.

**15. NOTICES**

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

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

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

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

To Consultant: I.R.C. Technologies, Inc.  
2901 Pullman Street  
Santa Ana, CA 92705  
Attention: Veronica Foster, Vice President

#### 16. ASSIGNMENT

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

Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide IPHMA with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include an indemnity provision similar to the one provided herein and identifying IPHMA as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the IPHMA for such insurance.

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

#### 17. GOVERNING LAW/ATTORNEYS' FEES

The IPHMA and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Los Angeles County, California. If any action at law or suit in equity is brought to enforce or



interpret the provisions of this Agreement, or arising out of or relating to the Services provided by Consultant under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled.

**18. ENTIRE AGREEMENT**

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

**19. SEVERABILITY**

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

**20. COUNTERPARTS**

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

**21. CAPTIONS**

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

**22. WAIVER**

The waiver by IPHMA or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by IPHMA or Consultant unless in writing.

**23. REMEDIES**

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

**24. AUTHORITY TO EXECUTE THIS AGREEMENT**


The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.


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

**"IPHMA"**  
City of Industry Property and Housing  
Management Authority

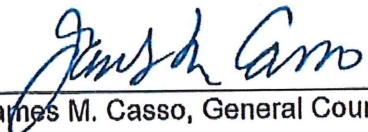
By:   
Troy Helling, Executive Director

**"CONSULTANT"**  
I.R.C. Technologies, Inc.

By:   
Veronica Foster, Vice President

Attest:  
By:   
Julie Gutiérrez-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

Consultant shall perform an onsite inspection of the roof systems listed in Exhibit B. The scope of this inspection will include:

- Identify the construction of the building's existing roof system flashing, counterflashing and all accessory components to facilitate an assessment of the roof system general overall condition.
- Identify conditions in need of immediate need of corrective repairs and maintenance measures.

At the conclusion of the site inspection, Consultant will generate a project report. This report will include:

- An assessment of the roof systems' general condition and remaining service life capabilities.
- Recommended corrective repairs and maintenance repairs to maximize the remaining service lifecapabilities of the existing roof system.
- Projected budgets for implementation of future roof restoration (maintenance system application or new roof system installation).

Also included in the project report will be a brief series of captioned photographs depicting the overall system construction and main report topics.

EXHIBIT B  
RATE SCHEDULE

14063 Proctor Avenue (MP 12-06 #3)	\$1,000.00
15652 E. Nelson Avenue (MP 12-06 #4)	\$1,000.00
15702 E. Nelson Avenue (MP 12-06 #5)	\$1,200.00
15714 E. Nelson Avenue (MP 12-06 #6)	\$1,000.00
15722 E. Nelson Avenue (MP 12-06 #7)	\$950.00
15730 E. Nelson Avenue (MP 12-06 #8)	\$1,000.00
15736 E. Nelson Avenue (MP 12-06 #9)	\$1,000.00
16000 Temple Avenue - #A & B (MP 12-06 #16)	\$1,000.00
16000 Temple Avenue - #C & D (MP 12-06 # 16)	\$1,000.00
16212 Temple Avenue (MP 12-06 #22)	\$1,300.00
16217 Temple Avenue (MP12-06 #15a)	\$1,000.00
16218 Temple Avenue (MP 12-06 #15b)	\$950.00
16220 Temple Avenue (MP 12-06 #15c)	\$1,000.00
16224 Temple Avenue (MP 12-06 #15d)	\$1,000.00
16227 Temple Avenue (MP 12-06 #15e)	\$1,000.00
16229 Temple Avenue (MP 12-06 #15f)	\$1,000.00
16238 Temple Avenue (MP 12-06 #15g)	\$1,000.00
16242 Temple Avenue (MP 12-06 #15h)	\$1,000.00
17217 Chestnut Street (MP 12-06 #12)	\$1,200.00
17229 Chestnut Street (MP 12-06 #13)	\$1,200.00
20137 Walnut Drive (MP 12-06 #10)	\$1,000.00
22036 Valley Boulevard (MP 12-06 #11)	\$1,200.00
<b>TOTAL</b>	<b>\$23,000.00</b>

## EXHIBIT C

### INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of IPHMA, and prior to commencement of the Services, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to IPHMA.

**General liability insurance.** Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

**Automobile liability insurance.** Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000.00 combined single limit for each accident.

**Professional liability (errors & omissions) insurance.** Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

**Workers' compensation insurance.** Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000.00).

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

**Proof of insurance.** Consultant shall provide certificates of insurance to IPHMA as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by IPHMA's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with IPHMA at all times during the term of this contract. IPHMA reserves the right to require complete, certified copies of all required insurance policies, at any time.

**Duration of coverage.** Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, his agents, representatives, employees or subconsultants.

**Primary/noncontributing.** Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by IPHMA shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of IPHMA before the IPHMA's own insurance or self-insurance shall be called upon to protect it as a named insured.

**IPHMA's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, IPHMA has the right but not the duty to obtain the insurance it deems necessary and any premium paid by IPHMA will be promptly reimbursed by Consultant, or IPHMA will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, IPHMA may cancel this Agreement.

**Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the IPHMA's Risk Manager.

**Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against IPHMA, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against IPHMA, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

**Enforcement of contract provisions (non estoppel).** Consultant acknowledges and agrees that any actual or alleged failure on the part of the IPHMA to inform Consultant of non-compliance with any requirement imposes no additional obligations on the IPHMA nor does it waive any rights hereunder.

**Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the IPHMA requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the IPHMA.

**Notice of cancellation.** Consultant agrees to oblige its insurance agent or broker and insurers to provide to IPHMA with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

**Additional insured status.** General liability policies shall provide or be endorsed to provide that IPHMA and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

**Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to IPHMA and approved of in writing.

**Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

**Pass Through Clause.** Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to IPHMA for review.

**IPHMA's right to revise specifications.** The IPHMA reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the IPHMA and Consultant may renegotiate Consultant's compensation.

**Self-insured retentions.** Any self-insured retentions must be declared to and approved by the IPHMA. The IPHMA reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the IPHMA.

**Timely notice of claims.** Consultant shall give the IPHMA prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

**Additional insurance.** Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

*CITY OF INDUSTRY PROPERTY AND HOUSING  
MANAGEMENT AUTHORITY*

ITEM NO. 6.3





# INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY

## MEMORANDUM

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

**FROM:** Joshua Nelson, Executive Director

**STAFF:** Mathew Hudson, Engineering Manager

**DATE:** 05/10/2023

**SUBJECT:** Consideration of a License Agreement with Skanska USA Civil West California District, Inc, for Access to Parcel Nos. 8709-027-271 and 8709-027-907, for a Temporary Staging Area for Construction Materials and Equipment related to the 57/60 Confluence Project

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### DISCUSSION

Skanska USA Civil West California District, Inc, ("Skanska") contacted the Industry Property and Housing Management Authority ("IPHMA") regarding temporary use of IPHMA owned property located at Valley Boulevard and Faure Avenue (APN 8709-027-271 and 8709-027-907) ("Property"). Skanska is the general contractor working on the 57/60 Confluence Project. Due to the proximity to the project and availability, the Property is ideal for a staging area.

The 57/60 Freeway Conference project is scheduled to take approximately five years to complete with construction slated to begin in 2023. During this time Skanska requested to use the Property as a temporary staging area for construction materials and equipment. Skanska will be required to prevent any environmental contamination on the Property by placing drip pans under staged equipment, straw waddle and filter fabric over nearby catch basins, and any active stockpiles must be covered during rain events to prevent runoff.

### FISCAL IMPACT

The agreement sets Skanska's lease fee schedule as follows, Fifty-Five Thousand Dollars (\$55,000.00) the first year, Sixty-Five Thousand Dollars (\$65,000.00) the second year, Seventy-Five Thousand Dollars (\$75,000.00) the third year, Eighty-Five Thousand Dollars (\$85,000.00) the fourth year and Ninety-Five Thousand (\$95,000.00) the fifth year.

### RECOMMENDATION

Staff recommends the Board approve the License Agreement with Skanska USA Civil West California District, Inc., dated May 10, 2023.

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### Attachments

A. License Agreement with Skanska USA Civil West California District, Inc., dated May 10, 2023

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“**Agreement**”), dated **May 10, 2023**, (“**Effective Date**”) is made and entered into by and between the Industry Property and Housing Management Authority, a public body (“**Licensor/IPHMA**”), and Skanska USA Civil West California District, Inc., a California Corporation (“**Licensee**”) (Licensor and Licensee are individually referred to as “**Party**” and collectively referred to as the “**Parties**”).

### RECITALS

**WHEREAS**, the IPHMA is the owner of certain property located on **Valley Boulevard east of Faure Avenue, City of Industry, CA 91789**, and Licensee desires to enter the portion of the property generally described as a lot, **Assessor Parcel No.’s 8709-027-271 and 8709-027-907**, as set forth in Exhibit A, attached hereto and incorporated herein by reference (“**Premises**”).

**WHEREAS**, Licensee desires to utilize the Premises as a temporary staging area for construction materials and equipment related to the 57/60 Confluence Project; and

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

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

### TERMS

1. License to Enter the Premises. Licensor hereby grants to Licensee a non-exclusive license (the “**License**”) granting permission to enter upon the Premises as of the Effective Date of this Agreement, and to use the Premises, as depicted in Exhibit A, for a temporary staging area for construction materials and equipment (collectively, “**Permitted Use**”); provided, that Licensee’s use of the Premises shall not interfere with the operation of business activities, if any, then being conducted on the Premises, and provided Licensee provides written notice to the Licensor at least five (5) days prior to Licensee first entering upon the Premises (said written notice shall state the purpose for the entry upon the Premises, and said entry shall not exceed the stated purpose). Prior to any initial entry pursuant to the License, Licensee shall provide to Licensor proof of insurance as set forth in Section 7 of this Agreement. Licensee shall not permit any other party, except the duly-authorized representatives, agents, employees and contractors (collectively “**Representatives**”) of Licensee to enter or use the Premises during the term of this License, without Licensor’s prior written consent, and in all events the sole reason for entry and use of the Premises shall be for the performance of Licensee’s Permitted Use. Licensee hereby acknowledges that it is only permitted to utilize the portion of the Premises designated in Exhibit A, and that Licensor may grant a license to other entities to utilize other portions of the Premises, or may use other portions of the Premises for its own use. Licensee shall not duplicate any keys provided for the Premises, and shall not provide the keys to any third party.

2. Payment. Licensee shall pay the Licensor, and Licensor shall accept Fifty-Five Thousand Dollars (\$55,000.00) for the first year, Sixty-Five Thousand Dollars (\$65,000.00) for the second year,

Seventy-Five Thousand Dollars (\$75,000.00) for the third year, Eighty-Five Thousand Dollars (\$85,000.00) for the fourth year, and Ninety-Five Thousand (\$95,000.00) for the fifth year (“**License Payment**”), for the use of the Premises. First License Payment shall be due upon execution of the Agreement by Licensee with subsequent payments due on the 1<sup>st</sup> of May each year. Payment shall be made to Licensor at 15625 Mayor Dave Way, City of Industry, CA 91744.

3. Permitted Use. The Permitted Use is hereby defined to include storage of materials and equipment. At no time shall Licensee store any hazardous materials on the Premises, and for no other use. Licensee shall exercise due care in the performance of the Permitted Use and such use shall be exercised in a manner which complies with all applicable laws.

4. Maintenance of Premises. Prior to commencement of the Permitted Use, Licensee shall install a privacy screening between the residence at 22036 Valley Boulevard and the Premises, which shall be approved by Licensor. During the term of the License, Licensee shall place drip pans under staged equipment, straw waddle and filter fabric over nearby catch basins, and any active stockpiles must be covered during rain events to prevent runoff. Upon termination of the License, Licensee shall repair any damage done to the Premises by Licensee or its duly authorized Representatives, including environmental contamination, and shall restore the Premises to its condition as of the Effective Date of this Agreement, which shall include the removal of the privacy screening.

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

6. Liens.

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

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

judgment that may be rendered thereon before the enforcement thereof against Licensor or the Premises.

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

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

(a) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

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

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

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

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

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

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

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

(e) Waiver of Subrogation. Licensee hereby grants to IPHMA a waiver of any right to subrogation which any insurer of said Licensee may acquire against the IPHMA by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation provided such endorsement is available on

commercially reasonable terms, but this provision applies regardless of whether or not the IPHMA has received a waiver of subrogation endorsement from the insurer.

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

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

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

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

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

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

9. Term, Termination and Remedies. The License shall commence as of the Effective Date of this Agreement, and shall automatically terminate on **May 12, 2028**. Notwithstanding the foregoing, at any time, for any reason, the Licensor may, at its sole and absolute discretion, terminate this

Agreement without cause, upon 30 days' written notice to Licensee. Further, in the event Licensor sells or transfers the Premises during the term of this Agreement, this Agreement shall terminate upon seven (7) days written notice to Licensee. In addition, if Licensee shall be in breach of any of its obligations under this Agreement and shall fail to cure such breach within ten (10) business days of written notice from Licensor specifying the nature of any such breach, Licensor shall have the right to terminate this Agreement upon written notice to Licensee. Licensee acknowledges that this License is solely a license, and that Licensee has no rights as an owner, purchaser or tenant by virtue thereof. Upon termination of the Agreement, Licensee shall promptly vacate the Premises and comply with the provisions of Section 4 above. No termination or expiration of this License shall relieve Licensee of its obligations hereunder.

10. Inspection and Access to Premises. Licensor and any of its duly authorized representatives, employees, agents or independent contractors shall be entitled to enter the Premises, to show the Premises to potential purchasers, to inspect the premises, to inspect Licensee's use of the Premises, and for any other purpose, at any time.

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

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

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

Licensor: Industry Property and Housing Management Authority  
15625 Mayor Dave Way, Suite 100  
City of Industry, CA 91744  
Tel: (626) 333-2211  
Attention: Joshua Nelson, Executive Director

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

Licensee: Skanska USA Civil West California District, Inc.  
1995 Agua Mansa Road  
Riverside, CA 92501  
Attention: Charles Girten

With a Copy to: Risk Management and Legal Affairs, Skanska  
1995 Agua Mansa Road  
Riverside, CA 92501

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

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

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

“LICENSOR”

**INDUSTRY PROPERTY AND HOUSING  
MANAGEMENT AUTHORITY**

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

“LICENSEE”

**SKANSKA USA CIVIL WEST  
CALIFORNIA DISTRICT, INC.**

By: \_\_\_\_\_  
James Bailey, Senior Vice President

ATTEST:

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

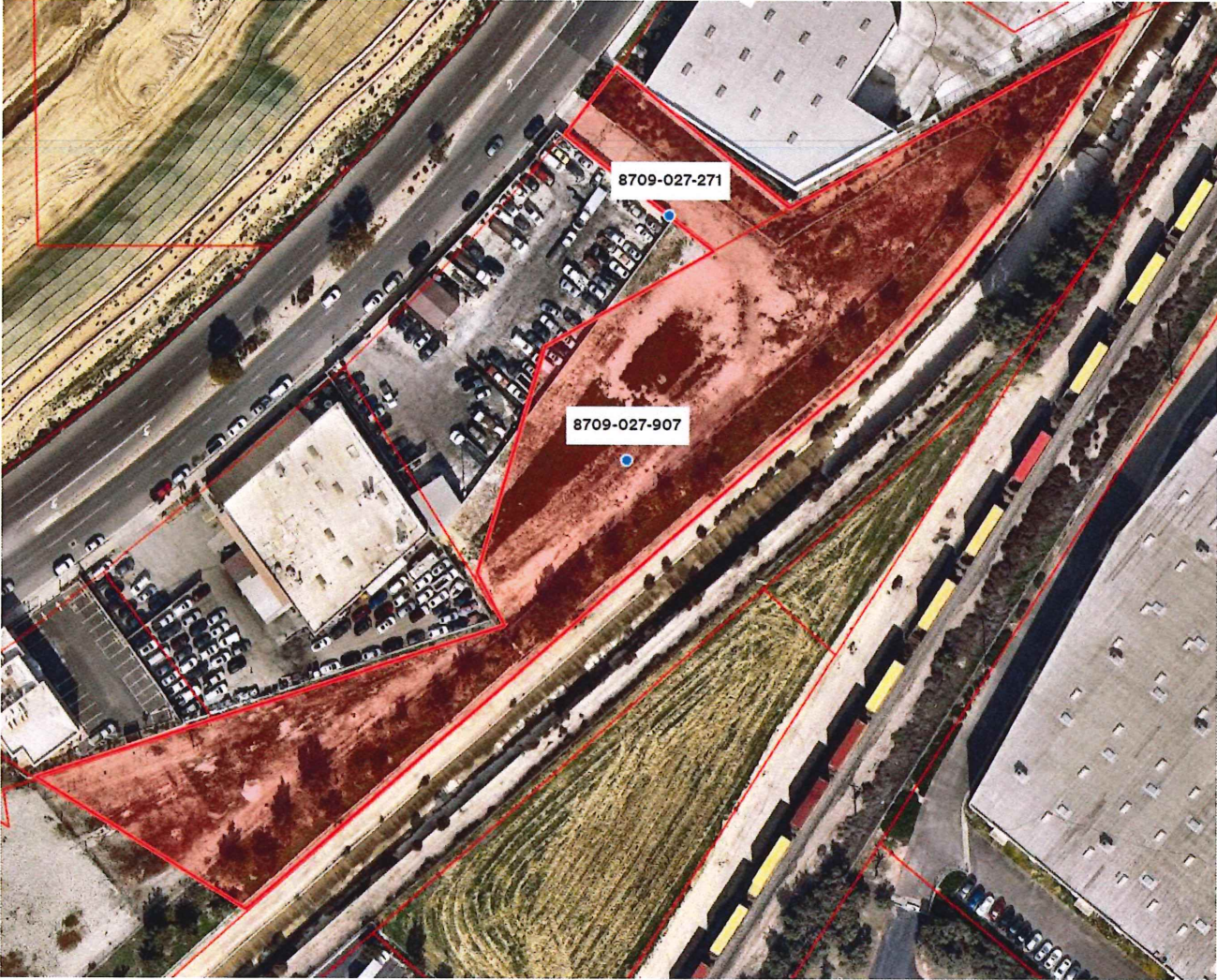
APPROVED AS TO FORM:

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



**EXHIBIT A**

The red colored areas, within the red lines denoting Assessor's Parcel Number (APN) 8079-027-271 and APN 8709-027-907 identify the area of the Premises where the Permitted Use shall occur.



*CITY OF INDUSTRY PROPERTY AND HOUSING  
MANAGEMENT AUTHORITY*

ITEM NO. 7.1



# 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:** 05/10/2023

**SUBJECT:** Consideration of Amendments to Residential Rental Agreements for the following properties:

- a) 16000 E. Temple Avenue Unit D
- b) 16212 E. Temple Avenue
- c) 16217 E. Temple Avenue

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## BACKGROUND

On December 7, 2022, twelve (12) Amendment Request Forms submitted by existing Industry Property and Housing Management Authority ("IPHMA") tenants were presented to the IPHMA Board ("Board") for consideration. The Board authorized the Executive Director to approve current and future Amendment Requests for the following: reclassifying existing occupants as tenants (upon reaching 18 years of age), adding occupants (minor children of tenants), and adding or removing pets. The Chair referred the remaining Amendment Requests to add or remove tenants to the Ad Hoc Committee ("Ad Hoc") for review.

## DISCUSSION

The Ad Hoc discussed the Amendment Requests and, in accordance with the IPHMA Rental Application Guidelines adopted on September 7, 2022, required prospective new tenants to submit Rental Applications. Once Rental Applications were submitted, the Ad Hoc reviewed the information and directed staff to transmit three (3) Amendments to Residential Rental Agreements to the Board for final action.

## FISCAL IMPACT

There is no fiscal impact.

## RECOMMENDATION

The IPHMA Ad Hoc Committee recommends approving the amendments to the Residential Rental Agreements.

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