



**INDUSTRY PROPERTY AND
HOUSING MANAGEMENT
AUTHORITY
REGULAR MEETING
AGENDA**

CHAIR KEN CALVO
VICE CHAIR TIM SEAL
BOARD MEMBER JIM BICKEL
BOARD MEMBER PHIL COOK
BOARD MEMBER TIMOTHY O'GORMAN

APRIL 9, 2025 AT 10:30 AM

LOCATION: City Council Chambers, 15651 Mayor Dave Way
City of Industry, California

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 one-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): 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 one-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

Meeting ID: 294 331 460 831

Passcode: SU7DY94g

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

Or call in (audio only)

+1 657-204-3264,

Phone Conference ID: 310 289 143#

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, 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. 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. AB 2449 Vote on Emergency Circumstances (if necessary)
4. Roll Call
5. Presentations

6. CONSENT CALENDAR

- 6.1. Consideration of the Register of Demands submitted by the Finance Department for April 9, 2025

RECOMMENDED ACTION: Approve the Register of Demands and authorize the appropriate Authority Officials to pay the bills.

- 6.2. Consideration of Amendment No. 4 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, 2028, revising the rate schedule, and increasing compensation by \$7,200.00

RECOMMENDED ACTION: Approve the Amendment.

7. ACTION ITEM

- 7.1. Consideration of a License Agreement with Valley Vista Services, Inc., for Access to Assessor's Parcel Number 8563-002-901 located at 145 Vineland Avenue to be used as a Surplus Equipment Storage Lot

RECOMMENDED ACTION: Approve the License Agreement.

8. PUBLIC HEARINGS -NONE

9. CLOSED SESSION

- 9.1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code Section 54956.8
Property: 145 Vineland Ave., City of Industry
Agency Negotiators: Joshua Nelson, Executive Director
James M. Casso, General Counsel
Negotiating Parties: Valley Vista Services, Inc.
Under Negotiation: Price and terms of payment

10. **EXECUTIVE DIRECTOR COMMUNICATIONS**
11. **AB 1234 REPORTS**
12. **BOARD MEMBER COMMUNICATIONS**
13. **PUBLIC COMMENTS**
14. Adjournment. The next regular Industry Property and Housing Management Authority Meeting is May 7, 2025, at 10:30 AM.

ITEM NO. 6.1

INDUSTRY PROPERTY & HOUSING MANAGEMENT AUTHORITY

AUTHORIZATION FOR PAYMENT OF BILLS

Board Meeting April 9, 2025

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
124	IPHMA - CAPITAL IMPROVEMENT	4,742.50
160	INDUSTRY PROPERTY & HOUSING	54,719.84
TOTAL ALL FUNDS		59,462.34

<u>BANK</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
IPHMA.WF.CHK	WELLS FARGO CHECKING	59,462.34
TOTAL ALL BANKS		59,462.34

APPROVED PER EXECUTIVE DIRECTOR



DATE



Industry Property and Housing Management Authority
Board Meeting
April 9, 2025

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Check	Date	Payee Name		Check	Amount
IPHMA.WF.CHK - IPHMA Wells Fargo Checking					
200791	03/06/2025	TEMP AIR SYSTEM INC.			\$14,950.00
	Invoice	Date	Description		Amount
	21178	03/05/2025	EMERGENCY HVAC UNIT REPLACEMENT @16227 TEM		\$14,950.00
200792	03/19/2025	INDUSTRY PUBLIC UTILITIES			\$158.03
	Invoice	Date	Description		Amount
	2025-00001450	03/01/2025	12/16-2/18/25 SVC-HANDORF LOOP-IRRIG BOOSTER S		\$92.74
	2025-00001451	03/01/2025	12/16-2/18/25 SVC-HANDORK LOOP-IRRIG		\$65.29
200793	03/19/2025	LA PUENTE VALLEY COUNTY WATER			\$1,302.99
	Invoice	Date	Description		Amount
	2025-00001444	03/01/2025	12/16-2/18/25 SVC-15652 NELSON AVE		\$358.99
	2025-00001445	03/01/2025	12/16-2/18/25 SVC-15702 NELSON		\$186.94
	2025-00001446	03/01/2025	12/16-2/18/25 SVC-15714 NELSON		\$177.64
	2025-00001447	03/01/2025	12/16-2/18/25 SVC-15722 NELSON		\$117.19
	2025-00001448	03/01/2025	12/16-2/18/25 SVC-15730 NELSON		\$163.69
	2025-00001449	03/01/2025	12/16-2/18/25 SVC-15736 NELSON		\$298.54
200794	03/19/2025	SOCALGAS			\$32.49
	Invoice	Date	Description		Amount
	2025-00001452	03/07/2025	2/3-3/5/25 SVC-16200 TEMPLE APT 202		\$32.49
200795	03/26/2025	INDUSTRY PUBLIC UTILITIES			\$2,605.25
	Invoice	Date	Description		Amount
	2025-00001525	03/01/2025	12/16-2/18/25 SVC-16200 TEMPLE - BUNKHOUSE		\$218.27
	2025-00001526	03/01/2025	12/16-2/18/25 SVC-14063 PROCTOR		\$129.94
	2025-00001527	03/01/2025	12/16-2/18/25 SVC-16200 TEMPLE CONDOS A & B		\$441.59

Industry Property and Housing Management Authority
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Check	Date	Payee Name		Check Amount
IPHMA.WF.CHK - IPHMA Wells Fargo Checking				
	2025-00001528	03/01/2025	12/16-2/18/25 SVC-16200 TEMPLE CONDOS C & D	\$366.10
	2025-00001529	03/01/2025	12/16-2/18/25 SVC-16212 TEMPLE	\$278.37
	2025-00001530	03/01/2025	12/16-2/18/25 SVC-16217 TEMPLE	\$132.67
	2025-00001531	03/01/2025	12/16-2/18/25 SVC-16218 TEMPLE	\$253.06
	2025-00001532	03/01/2025	12/16-2/18/25 SVC-16220 TEMPLE	\$107.26
	2025-00001533	03/01/2025	12/16-2/18/25 SVC-16224 TEMPLE	\$155.70
	2025-00001534	03/01/2025	12/16-2/18/25 SVC-16227 TEMPLE	\$121.78
	2025-00001535	03/01/2025	12/16-2/18/25 SVC-16229 TEMPLE	\$114.52
	2025-00001536	03/01/2025	12/16-2/18/25 SVC-16238 TEMPLE	\$148.44
	2025-00001537	03/01/2025	12/16-2/18/25 SVC-16242 TEMPLE	\$137.55
200796	03/26/2025	SOUTHERN CALIFORNIA EDISON		\$18.06
	Invoice	Date	Description	Amount
	2025-00001524	03/13/2025	2/11-3/12/25 SVC-20137 E WALNUT DR S	\$18.06
200797	03/26/2025	WALNUT VALLEY WATER DISTRICT		\$95.84
	Invoice	Date	Description	Amount
	5265659	03/11/2025	2/1-2/18/25 SVC-22002 VALLEY BLVD	\$51.59
	5270105	03/13/2025	2/4-3/3/25 SVC-20137 WALNUT DR	\$44.25
200798	04/02/2025	ROWLAND WATER DISTRICT		\$484.43
	Invoice	Date	Description	Amount
	2025-00001624	03/26/2025	2/5-3/4/25 SVC-17217 & 17229 CHESTNUT - IRR	\$254.43
	2025-00001625	03/26/2025	2/5-3/4/25 SVC-17217 CHESTNUT ST	\$106.60
	2025-00001626	03/26/2025	2/5-3/4/25 SVC-17229 CHESTNUT ST	\$123.40
200799	04/09/2025	CNC ENGINEERING		\$10,632.50

Industry Property and Housing Management Authority
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Check	Date	Payee Name		Check Amount
IPHMA.WF.CHK - IPHMA Wells Fargo Checking				
	Invoice	Date	Description	Amount
	512239	03/27/2025	MISCELLANEOUS HOUSING CAPITAL IMPROVEMENTS	\$4,742.50
	512225	03/27/2025	16200 TEMPLE AVE, UNIT C-GENERAL ENGINEERING	\$207.50
	512226	03/27/2025	16218 E. TEMPLE AVE-GENERAL ENGINEERING	\$93.75
	512227	03/27/2025	16200 TEMPLE AVE, UNIT D-GENERAL ENGINEERING	\$93.75
	512228	03/27/2025	15652 NELSON AVE-GENERAL ENGINEERING	\$93.75
	512229	03/27/2025	16227 E. TEMPLE AVE-GENERAL ENGINEERING	\$765.00
	512230	03/27/2025	15736 NELSON AVE-GENERAL ENGINEERING	\$100.00
	512231	03/27/2025	17229 CHESTNUT ST.-GENERAL ENGINEERING	\$200.00
	512232	03/27/2025	16200 TEMPLE AVE, UNIT A-GENERAL ENGINEERING	\$156.25
	512233	03/27/2025	16242 E. TEMPLE AVE-GENERAL ENGINEERING	\$62.50
	512234	03/27/2025	14063 PROCTOR AVE-GENERAL ENGINEERING	\$100.00
	512235	03/27/2025	16220 E. TEMPLE AVE-GENERAL ENGINEERING	\$902.50
	512236	03/27/2025	16224 E. TEMPLE AVE-GENERAL ENGINEERING	\$100.00
	512237	03/27/2025	GENERAL ENGINEERING-GENERAL ENGINEERING	\$2,625.00
	512238	03/27/2025	GENERAL HOUSING ISSUES-GENERAL ENGINEERING	\$390.00
200800	04/09/2025	IPHMA - PAYROLL ACCOUNT		\$3,000.00
	Invoice	Date	Description	Amount
	MAR-25	03/26/2025	REPLENISH PAYROLL ACCT FOR MARCH 2025	\$3,000.00
200801	04/09/2025	JANUS PEST MANAGEMENT		\$1,750.00
	Invoice	Date	Description	Amount
	281939	03/11/2025	MONTHLY RESIDENTIAL PEST REMEDIATION	\$1,750.00
200802	04/09/2025	KLINE'S PLUMBING, INC.		\$578.72
	Invoice	Date	Description	Amount

Industry Property and Housing Management Authority
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Check	Date	Payee Name	Check Amount
IPHMA.WF.CHK - IPHMA Wells Fargo Checking			
14014	02/18/2025	PLUMBING MAINT SVC-16242 TEMPLE AVE	\$578.72
200803	04/09/2025	L A COUNTY TAX COLLECTOR	\$647.25
Invoice	Date	Description	Amount
8940149072	03/27/2025	SUPP PROP TAX FY 24/25-15652 NELSON AVE	\$178.51
8940149059	03/27/2025	SUPP PROP TAX FY 24/25-16217 TEMPLE AVE	\$154.14
8940149061	03/27/2025	SUPP PROP TAX FY 24/25-17217 CHESTNUT ST	\$246.41
8940149056	03/10/2025	PROP TAX LATE FEE-16220 TEMPLE AVE	\$11.21
8940149031	03/10/2025	PROP TAX LATE FEE-14063 PROCTOR AVE	\$34.41
8940149020	03/10/2025	PROP TAX LATE FEE-16238 TEMPLE AVE	\$22.57
200804	04/09/2025	SATSUMA LANDSCAPE & MAINT.	\$23,206.78
Invoice	Date	Description	Amount
0325EHNHCS	03/14/2025	2/10-3/9/25-LANDSCAPE MAINT SVC	\$23,206.78

Checks	Status	Count	Transaction Amount
Total		14	\$59,462.34

ITEM NO. 6.2



INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY

MEMORANDUM

TO: Honorable Chairperson and Members of the Board

FROM: Joshua Nelson, Executive Director

STAFF: Mathew Hudson, Engineering Manager
James Cramsie, Sr. Director of Engineering
Arlene Lopez, Sr. Project Manager

DATE: April 9, 2025

SUBJECT: Consideration of Amendment No. 4 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, 2028, revising the rate schedule, and increasing compensation by \$7,200.00

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 through May 12, 2023, amend the scope of services to include developing specifications and construction details for the required roof repairs and replacements, and increase compensation by \$46,970.00 for the additional work. 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. On May 10, 2023, the Board approved Amendment No. 3, extending the term through May 10, 2025.

Discussion:

The roof replacement project is currently out to bid. IRC will provide the construction support needed to complete the repairs and replacements of the roofs remaining to be completed. The Agreement expires on May 10, 2025, and an extension through May 10, 2028 is necessary to allow IRC to continue working on the project. It is also necessary to revise the rate schedule to reflect their current rates, along with a companion increase in compensation of \$7,200.00.

Fiscal Impact:

Table 1 - Summary of Costs

Contract Amount	\$23,000.00
Amendment No. 1	\$46,970.00
Amendment No. 2	\$4,600.00
Amendment No. 4	\$7,200.00
Revised Project Cost	\$81,770.00

The fiscal impact is \$7,200.00 (Account No. 124-719-5130, MP 12-06 #27). In the adopted Fiscal Year 2024-2025 Capital Improvement Project budget, \$700,000.00 is approved for this work.

Recommendation:

Staff recommends the Board approve Amendment No. 4 to the Professional Services Agreement with I.R.C. Technologies, Inc.

Exhibits:

1. Amendment No. 4 to the Professional Services Agreement with I.R.C. Technologies, Inc., dated April 9, 2025
2. I.R.C. TECHNOLOGIES INC PROF SERVICES AGREEMENT MAY 12 2021

**AMENDMENT NO. 4
TO PROFESSIONAL SERVICES AGREEMENT WITH
I.R.C. TECHNOLOGIES, INC., DBA INDEPENDENT ROOFING CONSULTANTS**

This Amendment No. 4 to the Professional Services Agreement (“Agreement”) is made and entered into this 9th day of April 2025, (“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 through May 12, 2023, amend the scope of services to include developing specifications and construction details for the required roof repairs and replacements, revise the rate schedule to reflect Consultant’s current rates, increase compensation by \$46,970.00, 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, On or about May 10, 2023, Amendment No. 3 was approved 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, the Agreement expires on May 10, 2025, and it is necessary to extend the term through May 10, 2028 to allow Consultant to continue providing the construction support needed to complete the repairs and replacements of the roofs as the project will begin soon, revise the rate schedule to reflect the Consultant’s current rates, and to increase compensation by \$7,200.00; and

WHEREAS, for the reasons set forth herein, IPHMA and Consultant desire to enter into this Amendment No. 4, 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, 2028, unless

sooner terminated pursuant to the provisions of this Agreement.

4. PAYMENT

The second sentence of Section 4(a) is hereby amended to read in its entirety as follows:

This amount shall not exceed Eighty-One Thousand Seven Hundred Seventy-Seven Dollars (\$81,770.00) for the total Term of the Agreement unless additional payment is approved as provided in the Agreement.

EXHIBIT B, RATE SCHEDULE

The Rate Schedule is hereby rescinded in its entirety and replaced with rates set forth in Attachment I, attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 4 to the Agreement as of the Effective Date.

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.

“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

ATTACHMENT 1

EXHIBIT B

RATE SCHEDULE

	LOCATION	ORIGINAL	NEW	DIFFERENCE
1	16000 Temple Avenue	\$ 1,600.00 \$	1,900.00 \$	300.00
2	16212 Temple Avenue	\$ 1,300.00 \$	1,900.00 \$	600.00
3	16229 Temple Avenue	\$ 1,000.00 \$	1,900.00 \$	900.00
4	16227 Temple Avenue	\$ 1,000.00 \$	1,900.00 \$	900.00
5	16238 Temple Avenue	\$ 1,000.00 \$	1,900.00 \$	900.00
6	15736 East Nelson Avenue	\$ 1,000.00 \$	1,900.00 \$	900.00
7	15714 East Nelson Avenue	\$ 1,000.00 \$	1,900.00 \$	900.00
8	15652 East Nelson Avenue	\$ 1,000.00 \$	1,900.00 \$	900.00
9	14063 East Proctor Avenue	\$ 1,000.00 \$	1,900.00 \$	900.00
				\$7,200.00

EXHIBIT A TO AMENDMENT NO. 4

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

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 Consultants exclusive direction and control. Neither IPHMA nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the IPHMA. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the IPHMA, or bind the IPHMA in any manner.

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

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

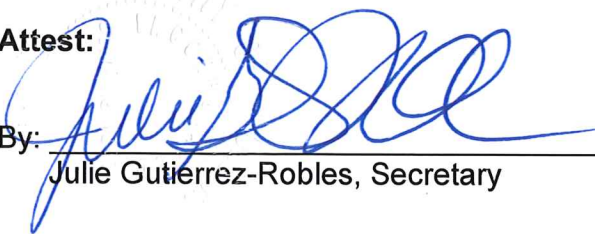
I.R.C. Technologies, Inc.

By: _____


Veronica Foster, Vice President

Attest:

By: _____


Julie 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

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 life capabilities 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
TOTAL	\$23,000.00

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.

ITEM NO. 7.1



INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY

MEMORANDUM

TO: Honorable Chairperson and Members of the Board

FROM: Joshua Nelson, Executive Director

STAFF: Joshua Nelson, City Manager

DATE: April 9, 2025

SUBJECT: Consideration of a License Agreement with Valley Vista Services, Inc., for Access to Assessor's Parcel Number 8563-002-901 located at 145 Vineland Avenue to be used as a Surplus Equipment Storage Lot

Background:

Industry Property Housing Management Authority ("IPHMA") owns the parcel located at 145 Vineland Avenue ("Property") which is an empty lot adjacent to businesses.

Discussion:

Valley Vista Services, Inc., ("VVS") contacted the Board for the use of the property to use as a temporary surplus equipment storage lot to store containers and compactor machines. VVS will at its own cost make improvements to the property; to include removal of all footings and foundations, grading and applying road base, and installing fence screening. During the term of the License Agreement, Licensee will straw waddle and filter fabric over nearby catch basins, place and maintain rumble plates at site entrance to prevent runoff.

The License Agreement shall be for a term of 6 months, with the option for the Executive Director to approve up to 6 more months on a month-to-month basis, if more time is requested. Pursuant to the agreement, the Authority may, by written notice, terminate the License Agreement at any time.

Fiscal Impact:

The Board will discuss and provide direction at the meeting as to the monthly fee.

Recommendation:

Staff recommends that the Board approve the License Agreement.

Exhibits:

1. COI IPHMA License Agreement Vineland Avenue

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“**Agreement**”), dated **May 1, 2025**, (“**Effective Date**”) is entered into by and between the Industry Property Housing Management Authority, a public body, corporate and politic (“**Licensor/IPHMA**”), and Valley Vista Services, Inc., a California Corporation (“**Licensee**”) Licensor and Licensee are individually referred to as “**Party**” and collectively referred to as the “**Parties**”.

RECITALS

WHEREAS, the Industry Property Housing Management Authority (“IPHMA”) is the owner of certain property located 145 Vineland Avenue, City of Industry, CA 91745, and Licensee desires to enter the portion of the property generally described as a lot, **Assessor’s Parcel No.** 8563-002-901, as set forth in Exhibit A, attached hereto and incorporated herein by reference (“**Premises**”).

WHEREAS, Licensee desires to utilize the Premises as a surplus equipment storage lot; 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 a portion of the Premises, as depicted in Exhibit A, Surplus Equipment Storage (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 8 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.

2. Payment. Licensee shall pay Licensor, and Licensor shall accept _____ (“**License Payment**”) per month, for the use of the Premises. Payment shall be due in advance on the first day of each month during the term of the Agreement. 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 containers and compactor machines. 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 will remove all footings and foundations, and shall grade and apply road base, and install fence screening. During the term of the License, Licensee shall place straw waddle and filter fabric over nearby catch basins, and place and maintain rumble plates at site entrance 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 unless the Executive Director otherwise agrees that the condition at the termination of the License is better than it was as of the Effective Date of this Agreement.

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.

(d) Environmental Impairment Liability Insurance shall be written on a Contractor’s Pollution Liability form or other form acceptable to the Licensor providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as “covered operations.”

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 IPHMAA 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. Licensee is insured through the Association of California Water Agencies Joint Powers Insurance Authority and the IPHMA hereby approves of that insurer.

(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 IPHMA 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 Licensors' 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 council 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 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 Licensors.

Environmental Indemnity.

Licensee's Indemnity Obligations. Licensee agrees, from and after the Effective Date, to defend, indemnify, protect and hold harmless IPHMA Representatives from, regarding and against any and all liabilities, obligations, orders, decrees, judgments, liens, demands, actions, Environmental Response Actions (as defined herein), claims, losses, damages, fines, penalties, expenses, Environmental Response Costs (as defined herein) or costs of any kind or nature whatsoever, together with fees (including, without limitation, reasonable attorneys' fees and experts' and consultants' fees), resulting from or in connection with the actual or claimed generation, storage, handling, transportation, use, presence, placement, migration and/or release of Hazardous Materials (as defined herein), at, on, in, beneath or from the Premises and/or the Property during the term of the Lease (sometimes herein collectively referred to as "**Contamination**"), except to the extent caused by the Licensor or its agents, contractors or employees during the Licensor's ownership of the Property prior to the commencement of the Agreement or solely caused by the Licensor or its agents, contractors or employees during the term of the Agreement. Licensee's defense, indemnification, protection and hold harmless obligations herein shall include, without limitation, the duty to respond to any governmental inquiry, investigation, claim or demand regarding the Contamination, at Licensee's sole cost.

Release and Waiver. Licensee hereby releases and waives all rights, causes of action and claims Licensee has or may have in the future against the IPHMA Indemnitees arising out of or in connection with any Hazardous Materials (as defined herein), at, on, in, beneath or from the Premises, except to the extent caused or permitted by Licensor or its contractors, agents, or employees prior to conveyance to the Licensee or caused by Licensor during the term of the Lease.

Definitions.

(1) As used in this Agreement, the term "**Environmental Response Actions**" means any and all activities, data compilations, preparation of studies or reports, interaction with environmental regulatory agencies, obligations and undertakings associated with environmental investigations, removal activities, remediation activities or responses to inquiries and notice letters, as may be sought, initiated or required in connection with any local, state or federal governmental or private party claims, including any claims by Licensee.

(2) As used in this Agreement, the term "**Environmental Response Costs**" means any and all costs associated with Environmental Response Actions including, without limitation, any and all fines, penalties and damages.

(3) As used in this Agreement, the term "**Hazardous Materials**" means any substance, material or waste which is (1) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of California law; (2) petroleum or petroleum products; (3) asbestos; (4) polychlorinated biphenyls; (5) radioactive materials; (6) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. section 1251 et seq. (33 U.S.C. § 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. § 1317); (7) defined as a "hazardous substance" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. section 6901 et seq. (42 U.S.C. § 6903) or its implementing regulations; (8) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. section 9601 et seq. (42 U.S.C. § 9601); or (9) determined by California, federal or local governmental authority to be capable of posing a risk of injury to health, safety or property.

Materiality. Licensee acknowledges and agrees that the defense, indemnification, protection and hold harmless obligations of Licensee for the benefit of Licensors set forth in this Agreement are a material element of the consideration to Licensors for the performance of its obligations under this Agreement, and that Licensors would not have entered this Agreement unless Licensee's obligations were as provided for herein.

9. Term, Termination and Remedies. The License shall commence on April 10, 2025, and shall automatically terminate on October 10, 2025. **Executive Director, at his sole discretion, may grant month-to-month extension on this Agreement up to six (6) additional months.** Notwithstanding the foregoing, at any time, for any reason, the Licensors may, at its sole and absolute discretion, terminate this Agreement without cause, upon 30 days' written notice to Licensee. Further, in the event Licensors sell 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 Licensors specifying the nature of any such breach, Licensors 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. Licensors 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 Licensors (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 Licensors 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:

Licensors:	Executive Director
	15625 Mayor Dave Way

City of Industry, CA 91744
Tel: (626) 333-2211

With a Copy to: James M. Casso, General Counsel
Casso & Sparks, LLP
13300 Crossroads Parkway North, Suite 410
City of Industry, CA 91746
Tel: (626) 269-2980
jcasso@cassosparks.com

Licensee: Valley Vista Services, Inc.
17445 E Railroad Street
City of Industry, CA 91748
(626) 855-5555

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 Licensors' 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.

(SIGNATURES ON FOLLOWING PAGE)

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

“LICENSOR”

IPHMA

By: _____
Joshua Nelson, Executive Director

ATTEST:

Julie Gutierrez-Robles, Secretary

APPROVED AS TO FORM:

James M. Casso, General Counsel

“LICENSEE”

Valley Vista Services, Inc.

By: _____
David Perez, President

EXHIBIT A

Legal Description

Assessor Parcel Number (APN) 8563-002-901 located at 145 Vineland Ave, City of Industry, CA 91744. The area in the blue shading identifies the area of the Premises, where the Permitted Use shall occur.

