
Civic-Recreational-Industrial Authority



Regular Meeting Agenda
September 11, 2024

9:00 a.m.

Chairman Eric Benavidez
V. Chairman Ronald Whittemore
Board Member Sean Lee
Board Member Bob Lindsey
Board Member Ronald McPeak

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):** 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 Member intends 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: 265 200 555 341

Passcode: H9vHxS

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

Or call in (audio only)

[+1 657-204-3264](tel:+16572043264)

Phone Conference ID: 761 552 232#

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., 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.

1. Call to Order
2. Flag Salute
3. AB 2449 Vote on Emergency Circumstances (if necessary)
4. Roll Call
5. Presentations
6. **CONSENT CALENDAR**

All matters listed under the Consent Calendar are considered to be routine and will be enacted by one vote. There will be no separate discussion of these items unless members of the Civic-Recreational-Industrial Authority (CRIIA) Board request specific items be removed from the Consent Calendar for separate action.

- 6.1 Consideration of the Register of Demands submitted by the Finance Department for September 11, 2024

RECOMMENDED ACTION: *Approve the Register of Demands and authorize the appropriate personnel to pay the bills.*

- 6.2 Consideration of the Register of Demands submitted by CNC Equestrian Management Services for the Industry Hills Expo Center for July 2024

RECOMMENDED ACTION: *Receive and file.*

- 6.3 Consideration of Amendment No. 3 to the Professional Services Agreement with Veneklasen Associates, Inc., to provide design services for the Grand Arena Audio Visual Upgrades project, extending the term through June 30, 2026, revising the scope of services, revising the rate schedule, and increasing compensation by \$100,000.00 (MP 01-34 #33)

RECOMMENDED ACTION: *Approve the Amendment*

7. **ACTION ITEMS**

- 7.1 Presentation and discussion regarding the Civic-Recreational-Industrial Authority's Financial Report for July 31, 2024

RECOMMENDED ACTION: *Receive and file the report.*

7.2 Update on the Expo Center

RECOMMENDED ACTION:

Receive and file.

8. **PUBLIC HEARINGS-NONE**

9. **CLOSED SESSION-NONE**

10. **EXECUTIVE DIRECTOR COMMUNICATIONS**

11. **AB 1234 REPORTS**

12. **BOARD MEMBER COMMUNICATIONS**

13. **PUBLIC COMMENTS**

14. Adjournment. Next regular meeting: Wednesday, October 9, 2024, at 9:00 a.m.

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

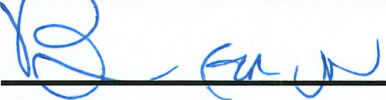
ITEM NO. 6.1

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
AUTHORIZATION FOR PAYMENT OF BILLS
Board Meeting September 11, 2024

| <u>FUND</u> | <u>DESCRIPTION</u> | <u>DISBURSEMENTS</u> |
|-----------------|---------------------------------------|----------------------|
| 121 | CRIA - CAPITAL IMPROVEMENT | 54,798.40 |
| 360 | INDUSTRY HILLS EXPO OPERATING ACCOUNT | 397,842.99 |
| TOTAL ALL FUNDS | | 452,641.39 |

| <u>BANK</u> | <u>DESCRIPTION</u> | <u>DISBURSEMENTS</u> |
|-----------------|----------------------|----------------------|
| WFCK | WELLS FARGO CHECKING | 452,641.39 |
| TOTAL ALL BANKS | | 452,641.39 |

APPROVED PER EXECUTIVE DIRECTOR



DATE

9-5-24

**Civic-Recreational-Industrial Authority
Board Meeting
September 11, 2024**

| Check | Date | | Payee Name | Check Amount |
|--|---------------|------------|---|--------------|
| CRIA.WF.CHK - CRIA Wells Fargo Checking | | | | |
| 12006 | 08/14/2024 | | VALLEY VISTA SERVICES, INC | \$472.50 |
| | Invoice | Date | Description | Amount |
| | 1228445 | 08/01/2024 | IH RODEO STORAGE BOXES AUG 2024 | \$472.50 |
| 12007 | 08/21/2024 | | CRIA-EQUESTRIAN CENTER | \$215,000.00 |
| | Invoice | Date | Description | Amount |
| | JUN-24 | 08/01/2024 | REIMBURSEMENT FOR JUNE 2024 OPERATING COSTS | \$25,000.00 |
| | JUL-24 | 08/21/2024 | REIMBURSEMENT FOR JUL 2024 OPERATING COSTS | \$190,000.00 |
| 12008 | 08/22/2024 | | BLAKE AIR CONDITIONING COMPANY | \$16,853.28 |
| | Invoice | Date | Description | Amount |
| | 2025-00000305 | 08/22/2024 | REPLACEMENT FOR CK #11756 DUE TO FORGED END | \$16,853.28 |
| 12009 | 08/26/2024 | | WELLS FARGO | \$129.63 |
| | Invoice | Date | Description | Amount |
| | 7/8/24 | 07/08/2024 | 4-MULTI CODE GARAGE DOOR OPENERS-EXPO | \$129.63 |
| 12010 | 09/11/2024 | | A.D. WILSON, INC. | \$70,900.00 |
| | Invoice | Date | Description | Amount |
| | 246331 | 07/30/2024 | MAINT @ EXPO CNTR | \$70,900.00 |
| 12011 | 09/11/2024 | | ANIMAL PEST MANAGEMENT SERVICE | \$3,000.00 |
| | Invoice | Date | Description | Amount |
| | 720239 | 07/31/2024 | 10 DAY VERTEBRATE SVC-EXPO CNTR | \$3,000.00 |
| 12012 | 09/11/2024 | | BAVCO | \$1,534.25 |
| | Invoice | Date | Description | Amount |

Civic-Recreational-Industrial Authority
Board Meeting
September 11, 2024

| Check | Date | | Payee Name | Check Amount |
|--|---------------|------------|---|--------------------|
| CRIA.WF.CHK - CRIA Wells Fargo Checking | | | | |
| | 283407 | 07/11/2024 | BACKFLOW MAINT SUPPLIES-CRIA | \$1,534.25 |
| 12013 | 09/11/2024 | | CINTAS CORPORATION LOC 693 | \$136.40 |
| | Invoice | Date | Description | Amount |
| | 9282279022 | 08/01/2024 | LEASE FEE FOR AED MACHINE-EXPO CENTER AUG 20 | \$136.40 |
| 12014 | 09/11/2024 | | CITY OF INDUSTRY | \$855.12 |
| | Invoice | Date | Description | Amount |
| | 2025-00000002 | 07/31/2024 | July 2024 Fuel Costs for Expo Center Vehicles & Equipment | \$855.12 |
| 12015 | 09/11/2024 | | CNC ENGINEERING | \$32,982.50 |
| | Invoice | Date | Description | Amount |
| | 510903 | 08/22/2024 | EXPO CNTR-STANDARDS OF FACILITY MAINT | \$13,357.50 |
| | 510891 | 08/22/2024 | PAVILION UPGRADES-EXPO CENTER | \$2,117.50 |
| | 510892 | 08/22/2024 | EXPO CENTER ALARM SYSYTEM UPGRADES | \$5,222.50 |
| | 510893 | 08/22/2024 | EXPO CENTER AUDIO/MIDEO UPGRADES | \$12,045.00 |
| | 510894 | 08/22/2024 | EXPO CNTR IT INFRASTRUCTURE UPGRADES | \$240.00 |
| 12016 | 09/11/2024 | | CRIA-PAYROLL ACCOUNT | \$5,000.00 |
| | Invoice | Date | Description | Amount |
| | AUG-24 | 08/12/2024 | REPLENISH PAYROLL ACCT FOR AUGUST 2024 | \$5,000.00 |
| 12017 | 09/11/2024 | | ELEVATE PUBLIC AFFAIRS, LLC | \$6,000.00 |
| | Invoice | Date | Description | Amount |
| | 3975 | 08/05/2024 | PR SVC FOR CRIA-JUL 24 | \$6,000.00 |
| 12018 | 09/11/2024 | | ESPY'S ELECTRICAL SERVICES INC. | \$1,720.00 |

Civic-Recreational-Industrial Authority
Board Meeting
September 11, 2024

| Check | Date | | Payee Name | Check Amount |
|--|-------------|------------|--|--------------------|
| CRIA.WF.CHK - CRIA Wells Fargo Checking | | | | |
| | Invoice | Date | Description | Amount |
| | 1437 | 07/21/2024 | ELECTRICAL MAINT SVC-CRIA URGENT RESPONSE RE | \$400.00 |
| | 1442 | 07/27/2024 | ELECTRICAL MAINT SVC-CRIA URGENT RESPONSE RE | \$1,320.00 |
| 12019 | 09/11/2024 | | FRAZER, LLP | \$1,765.20 |
| | Invoice | Date | Description | Amount |
| | 190029 | 08/01/2024 | PROFESSIONAL SVC-JULY 2024 | \$1,765.20 |
| 12020 | 09/11/2024 | | IDS GROUP, INC. | \$12,523.40 |
| | Invoice | Date | Description | Amount |
| | 24X080.00-1 | 07/31/2024 | ELECTRICAL ENG SVC-CRIA EXPO | \$11,689.00 |
| | 19X002.15-8 | 07/23/2024 | AVALON ROOM/PATIO CAFE-GAS GENERATOR | \$834.40 |
| 12021 | 09/11/2024 | | INDUSTRY SECURITY SERVICES | \$36,948.32 |
| | Invoice | Date | Description | Amount |
| | 1489 | 08/02/2024 | 7/26-8/1/24 SECURITY SVC-EXPO | \$12,439.52 |
| | 1530 | 08/16/2024 | 8/9-8/15/24 SECURITY SVC-EXPO | \$12,465.60 |
| | 1511 | 08/09/2024 | 8/2-8/8/24 SECURITY SVC-EXPO | \$12,465.60 |
| | CM-1402 | 07/05/2024 | CM-OVERPAYMENT DUE TO RATE CHANGE 6/28-6/30/2 | (\$7,732.80) |
| | CM-1409 | 07/05/2024 | CM-OVERPAYMENT DUE TO RATE CHANGE 7/1-7/4/24 : | (\$5,155.20) |
| | 1545 | 08/23/2024 | 8/16-8/22/24 SECURITY SVC-EXPO | \$12,465.60 |
| 12022 | 09/11/2024 | | IRRI-CARE PLUMBING & BACKFLOW T | \$330.00 |
| | Invoice | Date | Description | Amount |
| | 16665 | 08/01/2024 | BACKFLOW MAINT SVC-CRIA | \$55.00 |
| | 16616 | 07/23/2024 | BACKFLOW MAINT SVC-CRIA | \$275.00 |

**Civic-Recreational-Industrial Authority
Board Meeting
September 11, 2024**

| Check | Date | | Payee Name | Check Amount |
|--|------------|------------|---|--------------|
| CRIA.WF.CHK - CRIA Wells Fargo Checking | | | | |
| 12023 | 09/11/2024 | | JANUS PEST MANAGEMENT | \$185.00 |
| | Invoice | Date | Description | Amount |
| | 273906 | 08/07/2024 | MONTHLY PEST CONTROL SVC-EXPO CNTR | \$185.00 |
| 12024 | 09/11/2024 | | KLINE'S PLUMBING, INC. | \$2,875.00 |
| | Invoice | Date | Description | Amount |
| | 13614 | 07/30/2024 | REINSTALL BACKFLOW DEVICE NEAR GRAND ARENA | \$2,600.00 |
| | 13639 | 08/19/2024 | PLUMBING MAINT SVC-CRIA | \$275.00 |
| 12025 | 09/11/2024 | | MELZER DECKERT & RUDER ARCHIT | \$22,650.00 |
| | Invoice | Date | Description | Amount |
| | 13724 | 08/02/2024 | DESIGN SVC-PAVILION BLDG EXPO | \$22,650.00 |
| 12026 | 09/11/2024 | | MORTISE & TENON BUILDING CORP | \$11,708.97 |
| | Invoice | Date | Description | Amount |
| | 36 | 07/18/2024 | URGENT BARN REPAIRS-EXPO | \$5,208.97 |
| | 45 | 08/03/2024 | CLEAN INSIDE ACCESSIBLE PILLARS-GRAND ARENA E | \$6,500.00 |
| 12027 | 09/11/2024 | | VORTEX INDUSTRIES, INC. | \$9,071.82 |
| | Invoice | Date | Description | Amount |
| | 04-1762284 | 07/31/2024 | GATE MAINT SVC-CRIA | \$1,792.00 |
| | 04-1749888 | 06/24/2024 | REMOVE/REPLACE TRACK & ROLLERS EXIT GATE@E | \$7,279.82 |

| Checks | Status | Count | Transaction Amount |
|--------|--------|-------|--------------------|
|--------|--------|-------|--------------------|

Civic-Recreational-Industrial Authority
Board Meeting
September 11, 2024

| Check | Date | Payee Name | Check Amount |
|---|------|------------|----------------------|
| CRIA.WF.CHK - CRIA Wells Fargo Checking | | | |
| | | Total | 22 \$452,641.39 |

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 6.2

Backup Material will be provided prior to Meeting

*CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
SEPTEMBER 11, 2024*

ITEM NO. 6.2
HANDOUT

CRIA CHECK REGISTER

2024
JULY

Industry Hills Expo Center - Check Register

| DATE | CHECK # | PAYEE | AMOUNT | DETAILS |
|------------|---------|--|-----------|---|
| 07/08/2024 | 18524 | ANHEUSER BUSCH SALES OF AMERICA | 161.00 | BEVERAGE ORDER/ALCOHOL INVENTORY |
| 07/08/2024 | 18525 | BRADY INDUSTRIES | 2,073.89 | PAPER GOODS/CLEANING SUPPLIES EXP. |
| 07/08/2024 | 18526 | CINTAS | 807.58 | MATS, MOPS & UNIFORMS |
| 07/08/2024 | 18527 | CNC EQUESTRIAN MANAGEMENT | 15,000.00 | MONTHLY FAC.MANAGEMENT FEE-JULY |
| 07/08/2024 | 18528 | FRONTIER COMMUNICATIONS | 179.47 | MONTHLY INTERNET SERVICE |
| 07/08/2024 | 18529 | HARBOR DISTRIBUTING,LLC | 2,248.00 | BEVERAGE ORDER/ALCOHOL INVENTORY |
| 07/08/2024 | 18530 | INDUSTRY SECURITY SERVICES, INC. | 1,628.37 | EVENT SECURITY SERVICES |
| 07/08/2024 | 18531 | JANUS PEST MANAGEMENT, INC. | 749.00 | PEST CONTROL SERVICE |
| 07/08/2024 | 18532 | JUAN LOPEZ | 3,668.75 | IT SUPPORT & CONSULTING SERVICES |
| 07/08/2024 | 18533 | OFFICE DEPOT | 291.51 | OFFICE SUPPLIES EXPENSE |
| 07/08/2024 | 18534 | OS4 LABOR | 7,902.40 | CONTRACT LABOR W/E 0623 &063024 |
| 07/08/2024 | 18535 | ROBINSONS FLOWERS | 2,848.67 | FLORAL ARR./MARCUCCI MEM.(BILLABLE EXP) |
| 07/08/2024 | 18536 | STAPLES | 291.18 | OFFICE SUPPLIES EXPENSE |
| 07/08/2024 | 18537 | SUNBELT RENTALS | 982.29 | EQUIPMENT RENTAL-DUCT LIFTS |
| 07/08/2024 | 18538 | TBS CLEANING SERVICE | 3,670.00 | MONTHLY CLEAN EXPO OFFICES/BANQUET & ARENA EVENTS |
| 07/08/2024 | 18539 | VALLEY VISTA SERVICES | 4,483.84 | MONTHLY ROLLOFF,DUMP,& ORGANICS PROGRAM FEES |
| 07/08/2024 | 18540 | XEROX FINANCIAL SERVICES | 1,734.84 | XEROX LEASE PMT (SKIPPED INV.) |
| 07/08/2024 | 18541 | CNC EQUESTRIAN MANAGEMENT | 28,426.32 | MONTHLY SALARIES-JULY |
| 07/08/2024 | 18542 | PCR CASH | 5,000.00 | WITHDRAW CASH (SMALL CHG. NEEDED FOR EVENTS) |
| 07/08/2024 | 18543 | AR-070524 ALMA RIVERA | 400.00 | SECURITY DEPOSIT REFUND |
| 07/08/2024 | 18544 | PAV-070524 MARCELA MARTINEZ | 700.00 | SECURITY DEPOSIT REFUND |
| 07/09/2024 | 18545 | AR-070624 YOLANDA RODRIGUEZ | 400.00 | SECURITY DEPOSIT REFUND |
| 07/09/2024 | 18546 | PAV-070624 KENNETH GONZALES | 700.00 | SECURITY DEPOSIT REFUND |
| 07/09/2024 | 18547 | AR-070724 GLORIA FLOREZ | 400.00 | SECURITY DEPOSIT REFUND |
| 07/09/2024 | 18548 | PAV-070724 PRISCILLA ALFONSO | 700.00 | SECURITY DEPOSIT REFUND |
| 07/16/2024 | 18549 | ANHEUSER BUSCH SALES OF AMERICA | 628.50 | BEVERAGE ORDER/ALCOHOL INVENTORY |
| 07/16/2024 | 18550 | AT&T | 600.56 | MONTHLY WIRELESS PHONE CHGS. |
| 07/16/2024 | 18551 | CNC EQUESTRIAN MANAGEMENT | 34,303.21 | CONTRACT LABOR EXP-SATSUMA |
| 07/16/2024 | 18552 | INDUSTRY SECURITY SERVICES, INC. | 8,045.96 | EVENT SECURITY SERVICES |
| 07/16/2024 | 18553 | JANUS PEST MANAGEMENT, INC. | 2,294.00 | PEST CONTROL SERVICE |
| 07/16/2024 | 18554 | OFFICE DEPOT | 594.37 | OFFICE SUPPLIES EXPENSE |
| 07/16/2024 | 18555 | OS4 LABOR | 4,282.62 | CONTRACT LABOR W/E 070724 |
| 07/16/2024 | 18556 | PITNEY BOWES-PURCHASE POWER | 94.48 | POSTAGE EXPENSE |
| 07/16/2024 | 18557 | PRESTIGE WINDOW SOLUTIONS | 1,286.52 | TINT OFFICE WINDOWS |
| 07/16/2024 | 18558 | REPUBLIC NATIONAL DISTRIBUTING COMPANY | 236.00 | BEVERAGE ORDER/ALCOHOL INVENTORY |
| 07/16/2024 | 18559 | ROGERS,CLEM & CO. | 2,200.00 | MONTHLY ACCT'G/CONSULTING EXPENSE |
| 07/16/2024 | 18560 | SO CAL GAS | 15.29 | MONTHLY UTILITY EXPENSE |
| 07/16/2024 | 18561 | SOUTHERN GLAZER'S OF CA SOUTH | 4,062.10 | BEVERAGE ORDER/ALCOHOL INVENTORY |
| 07/16/2024 | 18562 | SPARKLETTS | 940.75 | BEVERAGE ORDER/ALCOHOL INVENTORY |

CRIA CHECK REGISTER

2024
JULY

| | |
|---|--|
| 07/16/2024 18563 STAPLES | 112.95 OFFICE SUPPLIES EXPENSE |
| 07/16/2024 18564 THE FLY GUY | 503.52 FLY ABATEMENT MATERIAL (55 GALS. 4 NOZZLE TIPS) |
| 07/16/2024 18565 VALLEY VISTA SERVICES | 795.42 3 YD FRT LOAD SERVICE-JULY |
| 07/16/2024 18566 CNC EQUESTRIAN MANAGEMENT | 15,000.00 MONTHLY FAC.MANAGEMENT FEE-AUG |
| 07/16/2024 18567 CNC EQUESTRIAN MANAGEMENT | 28,426.32 MONTHLY SALARIES-AUG |
| 07/16/2024 18568 CNC EQUESTRIAN MANAGEMENT | 14,209.03 REIMBURSE CNC FOR AMEX PURCHASES 0610-071024 |
| 07/10/2024 18569 PET002-PETTY CASH | 1,009.89 REIMBURSE PETTY CASH RECEIPTS (JUNE/JULY) |
| 07/26/2024 18570 ANHEUSER BUSCH SALES OF AMERICA | 1,068.45 BEVERAGE ORDER/ALCOHOL INVENTORY |
| 07/26/2024 18571 California Dept. of Tax and Fee Admin. | 5,653.00 QRTL SALES TAX PMT. |
| 07/26/2024 18572 CINTAS | 2,608.42 MATS, MOPS & UNIFORMS |
| 07/26/2024 18573 EL MONTE ICE CO. | 1,710.00 ICE FOR ARENA EVENTS-FERIA & BPIR |
| 07/26/2024 18574 FRONTIER COMMUNICATIONS | 734.11 MONTHLY PHONE CHGS-OFFICE |
| 07/26/2024 18575 HOME DEPOT | 2,569.98 PROPERTY MAINT. SUPPLIES EXPENSE-JUNE/JULY |
| 07/26/2024 18576 IMRAN HAMID | 595.00 ADD'L CAMERA RENTAL-BPIR |
| 07/26/2024 18577 INDUSTRY SECURITY SERVICES, INC. | 10,773.13 EVENT SECURITY SERVICES |
| 07/26/2024 18578 JANUS PEST MANAGEMENT, INC. | 659.00 PEST CONTROL SERVICE |
| 07/26/2024 18579 LOCKS PLUS | 4,619.40 INST. 4 NEW SCHLAGE LEVER LOCKS-REKEY TO MASTER |
| 07/26/2024 18580 OFFICE DEPOT | 90.18 OFFICE SUPPLIES EXPENSE |
| 07/26/2024 18581 OS4 LABOR | 5,115.06 CONTRACT LABOR W/E 071424 |
| 07/26/2024 18582 VOID CHECK | 0.00 PRINTER FEED ERROR |
| 07/26/2024 18583 STAPLES | 150.45 OFFICE SUPPLIES EXPENSE |
| 07/26/2024 18584 TBS CLEANING SERVICE | 12,063.00 SHUTTLES, CLEANING SERVICES (ARENA EVENTS) |
| 07/26/2024 18585 THE FLY GUY | 2,838.59 FLY ABATEMENT MATERIAL (220 GALS, 19 NOZZLE TIPS) |
| 07/31/2024 18586 VOID CHECK | 0.00 DATA ENTRY ERROR |
| 07/31/2024 18587 INDUSTRY SECURITY SERVICES, INC. | 2,410.90 EVENT SECURITY SERVICES |
| 07/31/2024 18588 SOUTHERN CALIFORNIA EDISON | 31,365.12 MONTHLY UTILITY EXPENSE |
| 07/31/2024 18589 SUNBELT RENTALS | 940.85 EQUIPMENT RENTAL-WATER TRUCK |
| TOTAL | 291,053.24 |

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 6.3



CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY MEMORANDUM

TO: Honorable Chair and Members of the Board
FROM: Joshua Nelson, Executive Director
STAFF: Mathew Hudson, Engineering Manager; Dev Birla, Senior Energy Adviser, CNC Engineering
DATE: 09/11/2024
SUBJECT: Consideration of Amendment No. 3 to the Professional Services Agreement with Veneklasen Associates, Inc., to provide design services for the Grand Arena Audio Visual Upgrades project, extending the term through June 30, 2026, revising the scope of services, revising the rate schedule, and increasing compensation by \$100,000.00 (MP 01-34 #33)

BACKGROUND

On June 9, 2021, the CRIA Board approved a Professional Services Agreement ("Agreement") with Veneklasen Associates, Inc. ("Veneklasen") for the design of the audio-visual ("A/V") system upgrades, the information technology system, and the security systems for the Expo Center A/V Upgrades to the Grand Arena project ("Project"), in an amount not to exceed \$85,596.00 through December 31, 2022.

On April 13, 2022, the CRIA Board approved Amendment No. 1 to the Agreement with Veneklasen to extend term through December 31, 2023, and increase compensation by \$183,304.00 for additional work that included: design of an HVAC system, expanded audio coverage, communication intercom design, and video production cameras and equipment.

On February 8, 2023, the CRIA Board approved Amendment No. 2 to the Agreement with Veneklasen to add additional tasks to the scope of work which included investigation and upgrade of lighting to LEDs and air flow inside arena to comply with the current National Electrical Codes ("NEC") and California Building Codes ("CBC"), replacement of two existing video displays and other related improvements, revise rate schedule, increase compensation by \$210,000.00, and extend the term through December 31, 2024.

DISCUSSION

The design work is currently ongoing. It was determined during design and the layout of audio/visual equipment on the second floor of announcer booth, that space will be limited and the existing wall separating it from the rest of other equipment on the second floor needs to be removed to allow more working space by EXPO Staff during events. Staff and Expo Center staff recommends adding two more video displays on the south side behind bleachers and four more video displays outside the arena on the east, south and west sides to allow viewing of events. The backup power from the proposed standby generator located at Pavilion Building needs to be extended to the Grand Arena for reliability of power to continue with events in case of loss of power from SCE during that time. Amendment No. 3 is necessary to add these additional tasks to the scope of work, extend the term through June 30, 2026 to allow for the completion of these tasks, revise the rate schedule to reflect Veneklasen's current rates along with a companion increase in compensation by \$100,000.00.

FISCAL IMPACT

The fiscal impact for Amendment No. 3 is \$100,000.00. In the Fiscal Year 2024-2025 Capital Improvement Project budget, \$200,000.00 is approved for this work (Account No. 121-713-5130) (MP 01-34 #33) and no additional appropriation is required.

RECOMMENDATION

It is recommended that the CRIA Board approve Amendment No. 3 to the Professional Services Agreement with Veneklasen Associates, Inc.

Attachments

A. Amendment No. 3 to the Professional Services Agreement with Veneklasen Associates, Inc. dated September 11, 2024

**AMENDMENT NO. 3
TO PROFESSIONAL SERVICES AGREEMENT WITH
VENEKLASEN ASSOCIATES, INC**

This Amendment No. 3 to the Professional Services Agreement (“Agreement”) is made and entered into this 11th day of September 2024, (“Effective Date”) between the Civic-Recreational-Industrial Authority (“CRIA”), a public body, and Veneklasen Associates, Inc., a California corporation (“Consultant”). CRIA and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about June 9, 2021, the Agreement was entered into and executed between CRIA and Consultant to provide professional information technology design services for the Grand Arena Audio Visual Upgrades project; and

WHEREAS, on or about April 13, 2022, Amendment No. 1 was approved to revise the scope of services to include the design of an HVAC system, expanded audio coverage, communication intercom design, and video production cameras and equipment, extending the term through December 31, 2023 to allow for completion of these additional services, along with a companion increase in compensation by \$183,304.00. It was also necessary to update the address for CRIA; and

WHEREAS, on or about February 8, 2023, Amendment No. 2 was approved to revise the scope of services to include the investigation and upgrade of lighting to LEDs and air flow inside the arena to comply with the current National Electrical Codes (“NEC”) and California Building Codes (“CBC”), replacement of two existing video displays and other related improvements, extend the term through December 31, 2024, revise the rate schedule to reflect Consultant’s current rates, and increase compensation by \$210,000.00; and

WHEREAS, it was determined during the design and layout of audio/visual equipment on the second floor of the announcer booth that due to tight space, the existing wall separating it from the rest of other equipment has to be removed to allow more working space. It is necessary to revise the scope of services to allow for the design of two more video displays on the south side behind bleachers and four more video displays outside the Arena on the east, south and west sides, design the extension of backup power from the proposed standby generator located at the Pavilion Building to the Grand Arena for reliability of power to continue with the events in case of loss of power. Amendment No. 3 is also necessary to extend of term through June 30, 2026, revise the rate schedule to reflect Consultant’s current rates, and increase compensation by \$100,000.00; and

WHEREAS, for the reasons set forth herein, CRIA 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 June 30, 2026, unless sooner terminated pursuant to the provisions of this Agreement.

4. PAYMENT

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

This amount shall not exceed Five Hundred Seventy-Eight Thousand Nine Hundred Dollars (\$578,900.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

Exhibit A, Scope of Services

The Scope of Services is hereby revised to include additional work as set forth in Attachment 1, attached hereto, and incorporated herein by reference.

Exhibit B, Rate Schedule

The Rate Schedule is hereby rescinded in its entirety and replaced with rates set forth in Attachment 2, attached hereto, and incorporated herein by reference.

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 have executed this Amendment No. 3 to the Agreement as of the Effective Date.

“CRIA”
Civic Recreational Industrial Authority

“CONSULTANT”
Veneklasen Associates, Inc.

By: _____
Joshua Nelson, Executive Director

By: _____
Mahabir S. Atwal, Principal

Attest:

By: _____
Julie Gutierrez-Robles, Secretary

APPROVED AS TO FORM

By: _____
James M. Casso, General Counsel

ATTACHMENT 1

EXHIBIT A Scope of Services

Consultant shall provide the following additional services for the Grand Arena A/V Upgrades project at the Expo Center:

Project Management including coordination with CRIA Staff.

Exhibit 1: Provide Architecture & Engineering (Electrical and Structural) Support Services on the following tasks:

1. Provide two additional large displays on the south side of the arena to match the two proposed on the north side, the size would be the same for all.
2. Provide four smaller displays on the outside of the Arena, along the alley. One will be on the east end facing east, one on the west end facing west and one somewhere in the middle facing the alley.
3. Removal of interior wall in announcer's booth, provided it does not cause any structural issues.
4. Provide power and A/V inputs for potential temporary concert setup/stage in the middle of the arena. These would just be hook ups, but ideally the A/V hookup would tie into what is being done for the whole arena.
5. Include connection to the backup generator that will be located just east of the Pavilion Building.
6. Review exterior lighting of the Grand Arena and add more exterior lighting fixtures as required, mainly on the northside of the arena, but also including the east and west sides.
7. Provide engineering support for the interim fix of digital mixing console, wireless microphone system and connection to antennas and purchase of portable cameras, and any other equipment, as requested.

Meetings – Up to two site visits per discipline of architecture, electrical and structural

Audio/Visual and Information Technology Systems Design Services on the tasks listed below

A. Additional Scope

1. Provide two additional large displays on the south side of arena.
2. Provide four additional displays on the outside of the arena.
3. Removal of interior wall in announcer's booth.
4. Provide AV connectivity for temporary concert setup/stage.
5. Bidding of mixing console, wireless mic systems, cameras, etc.

B. Scope of Services

1. Audio/Visual Contract Documents
 - a. Review additional details and update A/V contract drawings to include the following:

- Revise arena floor plans.
- Revise and add elevations.
- Revise riser diagrams.
- Revise wire schedule.
- Revise one-line diagrams.
- Revise and add AV rack elevations.
- Revise control room backgrounds
- Revise facility panel layouts.
- b. Revise audio-visual performance specifications including system programming specifications and other specification sections, as required.
- c. Coordinate revisions with the Architectural, Electrical, Mechanical, Structural, and Telecom consultants as required.

2. Information Technology Contract Documents

- a. Review additional details and update IT contract drawings to include the following:
 - Revise arena floor plans.
 - Revise and add Monitor Data Service locations.
 - Revise control room backgrounds
 - Revise wire schedule.
 - Revise one-line diagrams.
- b. Revise IT systems specifications as required.
- c. Coordinate revisions with the Architectural, Electrical, Mechanical, Structural, and A/V consultants as required.

3. Meetings

- Attend a maximum of one (1) in person meeting during the design process.
- Attend virtual meetings as required.

ATTACHMENT 2

EXHIBIT B

Rate Schedule

| CATEGORY | BILLING RATE/HOUR |
|------------------------------------|------------------------------|
| Principal (Associate I) | \$265 |
| Associate Principal (Associate II) | \$220 |
| Senior Associate (Associate III) | \$200 |
| Associate IV | \$175 |
| Associate V | \$150 |
| Associate VI | \$130 |

EXHIBIT A TO AMENDMENT NO. 3
PROFESSIONAL SERVICES AGREEMENT WITH VENEKLASEN ASSOCIATES INC.
DATED JUNE 9, 2021

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of June 9, 2021 (“Effective Date”), between the Civic-Recreational-Industrial Authority (“CRIA”), a public body, and Veneklasen Associates, Inc., a California corporation (“Consultant”). CRIA and Consultant are hereinafter collectively referred to as the “Parties”.

RECITALS

WHEREAS, CRIA 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, CRIA 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 December 31, 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 CRIA. The Services shall be performed by Consultant, unless prior written approval is first obtained from CRIA. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

(b) CRIA 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 CRIA and in a first-class manner in conformance with the standards of quality normally observed by an entity providing professional information technology design 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) CRIA has not consented in writing to Consultant's performance of such work. No officer or employee of CRIA 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 CRIA. If Consultant was an employee, agent, appointee, or official of CRIA 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 CRIA 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

CRIA's Executive Director or his designee shall represent CRIA 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) CRIA 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 Eighty Five Thousand Five Hundred Ninety Six Dollars (\$85,596.00) 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 CRIA. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by CRIA and Consultant at the time CRIA'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 CRIA 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. SUSPENSION OR TERMINATION OF AGREEMENT

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

6. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by CRIA 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 CRIA or its designees at reasonable times to review such books and records; shall give CRIA the right to examine and audit said books and records; shall permit CRIA 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 CRIA and may be used, reused, or otherwise disposed of by CRIA without the permission of the Consultant. With respect to computer files, Consultant shall make available to CRIA, at the Consultant's office, and upon reasonable written request by CRIA, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to CRIA 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 CRIA.

7. 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 CRIA 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 CRIA, 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 CRIA, 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 CRIA, Consultant shall have an immediate duty to defend CRIA at Consultant's cost or at CRIA's option, to reimburse CRIA for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

Payment by CRIA is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Consultant and CRIA, as to whether liability arises from the sole negligence of CRIA or its officers, employees, or agents, Consultant will be obligated to pay for CRIA's defense until such time as a final judgment has been entered adjudicating CRIA 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.

8. 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.

9. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to CRIA 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 CRIA 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 CRIA. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against CRIA, or bind CRIA 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, CRIA shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for CRIA. CRIA 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, CRIA, 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 9(c) shall survive the termination of this Agreement, and are in addition to any other rights or remedies CRIA may have under the law.

10. 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. CRIA, 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.

11. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of CRIA 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 CRIA 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 CRIA to any and all remedies at law or in equity.

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without CRIA's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from CRIA, 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 CRIA, unless otherwise required by law or court order.

(b) Consultant shall promptly notify CRIA 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 CRIA, unless Consultant is prohibited by law from informing CRIA of such Discovery, court order or subpoena. CRIA 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 CRIA is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with CRIA and to provide the opportunity to review any response to discovery requests provided by Consultant. However, CRIA's right to review any such response does not imply or mean the right by CRIA to control, direct, or rewrite said response.

14. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

| | |
|----------|--|
| To CRIA: | Civic-Recreational-Industrial Authority 15625 E. Stafford, Suite 100 City of Industry, CA 91744 Attention: Troy Helling, 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: Veneklasen Associates, Inc.
1711 Sixteenth Street
Santa Monica, CA 90404
Attention: Jack Shimizu, Associate Principal

15. 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 CRIA.

Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide CRIA 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 CRIA 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 CRIA for such insurance.

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to CRIA 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 CRIA 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.

16. GOVERNING LAW/ATTORNEYS' FEES

CRIA 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.

17. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement,

are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

The waiver by CRIA 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 CRIA or Consultant unless in writing.

22. REMEDIES

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

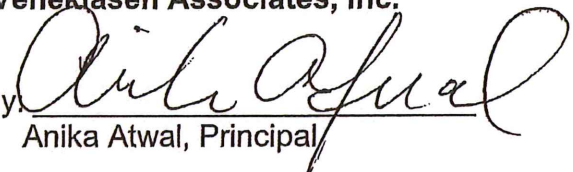
The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

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

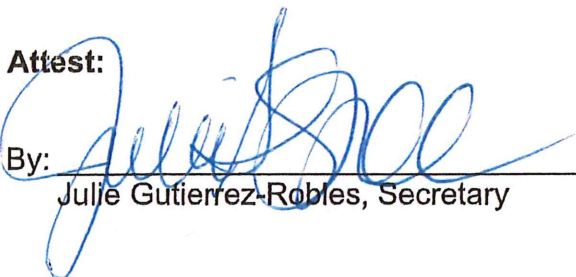
"CRIA"
Civic Recreational-Industrial Authority

By: 
Troy Helling, Executive Director

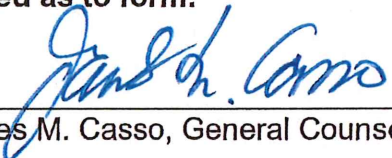
"CONSULTANT"
Veneklasen Associates, Inc.

By: 
Anika Atwal, Principal

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 provide the following services for information technology, security systems, and audio-visual systems for the Expo Center Audio-Visual Upgrades to the Grand Arena project:

A.1: INFORMATION TECHNOLOGY (“IT”) SYSTEMS DESIGN

The project will provide for TELECOM and Wi-Fi infrastructure services consulting at the EXPO Grand Arena consisting of Grand Arena, Barns, Shavings Office, Cafés, common areas and Parking area. IT Infrastructure design shall be in compliance with current Building Industry Consulting Service International, Incorporated. (BICSI) and American National Standards Institute (ANSI) / Telecommunications Industry Association (TIA) standards, as well as the design standards presented by IT user groups, and best practices. During the programming and schematic phase, the requirements of the IT system will be defined and documented by Consultant and approved by CRIA staff, prior to proceeding with preparation of design development drawings for the following areas:

Intermediate Distribution Frame (IDF) / IT Equipment Room

Rack, cabinet, equipment enclosures

Grounding and bonding system

Cable support and pathways

Broadband / Internet Protocol Television (IPTV) distribution

Utilities demarcation point

Fiber optic backbone distribution Copper backbone distribution

802.11 based Wi-Fi Services distribution uninterruptible power supply (UPS) Power Systems

Cafés

Copper voice and data outlets Include Cabling Support Broadband / IPTV distribution

Include Cabling Specifications into IT Drawings

802.11 based Wi-Fi Services distribution Harsh environment / moisture proof outlets

Shavings Office

Copper voice and data outlets Include Cabling Support Broadband / IPTV distribution

Include Cabling Specifications into IT Drawings

802.11 based Wi-Fi Services distribution Harsh environment / moisture proof outlets

Admin / Building Management System

Copper voice and data outlets Include Cabling Support Broadband / IPTV distribution

Include Cabling Specifications into IT Drawings

802.11 based Wi-Fi Services distribution Harsh environment / moisture proof outlets Riser / Distribution Closets

Rack, Cabinet, Equipment enclosures Grounding and Bonding system Cable support and pathways

Fiber Optic backbone distribution Copper backbone distribution Horizontal voice / data distribution

802.11 based Wi-Fi Services distribution Broadband / IPTV distribution

UPS Power Systems

East / West Barns

Copper voice and data outlets Include Cabling Support Broadband / IPTV distribution

Include Cabling Specifications into IT Drawings

802.11 based Wi-Fi Services distribution Harsh environment / moisture proof outlets

Arena Parking Lot

Copper voice and data outlets Include Cabling Support Broadband / IPTV distribution

Include Cabling Specifications into IT Drawings

802.11 based Wi-Fi Services distribution Harsh environment / moisture proof outlets

Main Arena

Copper voice and data outlets Include Cabling Support Broadband / IPTV distribution

Include Cabling Specifications into IT Drawings

802.11 based Wi-Fi Services distribution Harsh environment / moisture proof outlets

I. DESIGN PHASE

A. Programming

1. Meet with the CRIA Staff to discuss the objectives for the voice, data, and broadband systems. Discuss alternative approaches. Discuss the alternatives of installed equipment vs. making provisions for future equipment in the infrastructure. Discuss budget issues in general.

2. Develop a programming document for review and approval that includes the following information:

a. Summarize information determined from meeting in a programming report.

b. Description of major systems and functions.

- c. Space requirements for control rooms, storage, etc.
- 3. Meet and coordinate with CRIA and CRIA's IT consultant on future campus wide IT project
- B. Schematic Design
 - 1. Based upon the approved program develop the design to the following level:
 - a. Establish space requirements for control rooms and equipment storage, and equipment.
 - b. Establish requirements for special electrical power, grounds, etc.
 - c. Provide outline specifications for the systems.
 - d. Respond to comments associated with the programming report.
 - C. Design development
 - 1. Prepare drawings to be upgraded in terms of detail to become the final contract documents. These drawings will include:
 - a. Equipment and distribution room layout
 - b. Equipment racks and cabinets location plan.
 - c. Voice and data outlet locations.
 - d. Wireless access point general locations.
 - e. Grounding and bonding details.
 - f. Pathway and conduit recommendations
 - 2. Specify outlet requirements for harsh environments.
 - 3. Provide riser sleeve quantity and general location.
 - 4. Provide structural load information of cable support systems.
 - 5. In areas being refurbished, perform a site survey to determine usability of existing infrastructure, and develop systems to tie the existing structured cabling plant to new locations.
- D. Construction Documents
 - 1. Finalize contract drawings including the following:
 - a. Symbols, general notes.
 - b. Rack elevations.
 - c. Functional diagrams.
 - d. Cable and fiber optic specifications.

- e. Locations for voice / data network system components.
- f. Wireless access point detailed locations and mounting methods
- 2. Complete Information Technology systems specifications including voice, data, and broadband specifications and other specification sections, as required.

E. Meetings

- 1. Attend four meetings as necessary during the design process and two site inspections during construction. Unlimited virtual meetings will be honored.

F. Document Submittal and Coordination

Submit IT system documents and specifications a maximum of three times during the design process. Consultant will submit 50 percent, 90 percent, and 100 percent construction documents packages. Drawings will be submitted in AutoCAD drawing format; specifications will be submitted in Microsoft Word format. CRIA shall pay for all printing costs.

II. BIDDING AND CONSTRUCTION CONTRACT AWARD

A. Design, engineering and technical production tasks

- 1. Respond to questions as directed by CRIA provided by the bidders in regard to IT drawings and specifications.
- 2. Prepare addenda as necessary for clarification.
- 3. Review IT bids for completeness and accuracy. Advise CRIA on the acceptability of the bidder's proposals.
- 4. Incorporate addenda into plans and specifications and issue conformed set documents for construction as appropriate.
- 5. Provide a list of recommended IT Systems contractors to CRIA upon request.

III. CONSTRUCTION ADMINISTRATION

- A. Review IT System shop drawings and submittals. Consultant requires that the contractor provide one submission of the entire IT system. Partial submittals are not acceptable and will be communicated to CRIA staff.
- B. Review and respond to contractor and vendor RFI's.
- C. Review and approve IT systems operation and maintenance manuals.
- D. Oversee systems test and prepare punch list with CRIA staff.
- E. Provide observation visits to the project site as necessary.
- F. Prepare observation reports and punch list, as required.
- G. Unlimited virtual meeting will be honored.

IV. ASSUMPTIONS AND ADDITIONAL SERVICES

A. Exclusions include the following:

1. Structural, Electrical, and Mechanical Engineering and Design.
2. Plan Check Submittal and Approval Process.
3. Voice and Data Computer hardware and software not directly related to the passive IT system.
4. Fire Alarm Systems. (Local Area Network (LAN) connections included in fee)
5. DAS (Distributed Antenna Systems) ERRC (Emergency Responder Radio Coverage)
6. Building Automation Systems Design (BAS) / Building Management System (BMS) (Local Area Network (LAN) connections included in fee)
7. Participation in value engineering or peer review sessions and responding to value engineering review comments - other than as may be indicated above.
8. Value engineering or redesign after completion of contract documents.
9. Attendance at hearings, planning commission meetings, etc.
10. Preparation of construction documents for alternates.
11. Split project or construction documents into separate bid packages.
12. Converting drawings (hardcopy, PDF, TIF, etc.) to DWG format
13. Record Drawings.
14. Consideration of any space or feature not listed above in Scope of Work.

B. Clarifications

1. Distributed Antenna Systems (DAS) for cellular phones will be coordinated with local carriers and their design teams.
2. Emergency First Responders radio repeater system will be coordinated with local contractors used by existing local agencies

A.2: SECURITY SYSTEM DESIGN

Security systems will include the following anticipated elements and systems.

1. Video surveillance system
 - a. Video surveillance camera
 - b. Client monitoring stations
 - c. Video management system software and server

- d. Network video recorder and archiver
- e. Power over ethernet (PoE) network switch
- f. Patch panel
- g. Power supply and Uninterrupted Power Supply (UPS)
- h. All associated wires and cable
2. Intrusion detection system
 - a. Intrusion alarm panel and expansion modules
 - b. Motion detection
 - c. Glass break
 - d. Duress alarm
 - e. Horn/strobe
 - f. Power supply and battery back-up
 - g. All associated wires and cables
3. Equipment rack for all rack mounted equipment and devices
4. Pathways and cable infrastructure for security systems.

Areas of Work

Point of Sale (POS) & ATM locations

- Video Surveillance System
- Intrusion Detection System
- Audio Video Intercommunication System
- Equipment rack pathways and cable infrastructure for security systems.

I. DESIGN PHASE

A. Programming

1. Meet with CRIA staff to discuss their objectives and goals for security systems and operations.
 - a. Discuss alternative approaches.
 - b. Discuss the immediately installed equipment and provisions for future equipment based on the needs of the project.
 - c. Discuss primary security systems approaches; such as analog vs digital, IP based, stand-alone vs shared network configuration, etc.

- d. Discuss security systems' budget.
 - e. Discuss special security requirements and protection of IT server rooms, offices, etc.
 - f. Discuss security communications signals on the IT network and co-location of security and IT equipment.
 - g. Review owner provided security system criteria and requirements.
2. Develop a programming document for CRIA review and approval that includes the following information:
- a. Summarize information determined from meeting in a programming report.
 - b. Description of major systems and functions.
 - c. Alternatives.
 - d. Space requirements for equipment and control rooms, storage, etc.
- B. Schematic design
- 1. Based upon the approved program, develop the design to the following level:
 - a. Establish compatibility requirements for existing equipment required to integrate with new Security System.
 - b. Establish provisions for future equipment / expansion requirements.
 - c. Provide schematic level documents as necessary to determine major systems elements and components.
 - d. Establish space requirements related to security functions.
 - e. Prepare basis-of-design narrative.
 - f. Revise narrative as appropriate after owner and project team reviews.
- C. Design development
- 1. Upon approval of the basis of design narrative:
 - a. Layout field located devices.
 - b. Prepare accompanying devices schedules.
 - c. Prepare the general security systems specifications.
 - 2. Finalize required system interconnectivity and integration design.
 - 3. Coordinate with owner in regard to field located security equipment aesthetics.
 - 4. Develop block diagram to depict major systems elements.
 - 5. Prepare control and equipment room layouts.

6. Prepare general electronics security systems specifications section.
- D. Construction Documents
 1. Finalize contract drawings including the following:
 - a. Symbols, general notes.
 - b. Rack elevations.
 - c. Functional diagrams.
 - d. Wire specifications.
 - e. Locations for security system components.
 - f. Sections and elevations
 - g. Details, as needed.
 2. Finalize control and equipment room layouts.
 3. Prepare systems details drawings.
 4. Complete security systems performance specifications including system programming specifications and other specification sections, as required.
- E. Meetings
 1. Attend four meetings as necessary during the design process and two site inspections during construction. Unlimited virtual meetings will be honored.
- F. Document Submittal and Coordination
 1. Coordinate with the other consultants as required.
 2. Support preparation of systems cost estimates (by others).
 3. Submit security system documents and specifications a maximum of three times during the design process. Consultant will submit 50 percent, 90 percent, and 100 percent Construction Documents packages.
 4. Drawings will be submitted in AutoCAD drawing format.
 5. Specifications will be submitted in Microsoft Word format.

II. BIDDING AND CONSTRUCTION CONTRACT AWARD

- A. Design, Engineering and Technical Production Tasks
 1. Provide response to CRIA to questions provided by the bidders in regard to security drawings and specifications.
 2. Prepare addenda as needed by CRIA for clarification.

3. Review security bids for completeness and accuracy. Advise CRIA staff on the acceptability of the bidder's proposals.
4. Incorporate addenda into plans and specifications and issue conformed set documents for construction as appropriate.
5. Upon request by CRIA, provide a list of approved security systems contractors.

III. CONSTRUCTION ADMINISTRATION

- A. Review security system shop drawings and submittals from the awarded contractor. Consultant requires that the security contractor provide only one submittal of the entire security system. Partial submittals are not acceptable.
- B. Review and respond to CRIA regarding contractor and vendor requests for information.
- C. Review and recommend approval to CRIA the security systems operation and maintenance manuals.
- D. Oversee systems test and prepare punch list for CRIA staff.
- E. Provide final systems punch list checkout.
- F. Provide one observation visit to the project site.
- G. Prepare observation reports and punch list, as required.

IV. PRINCIPAL ASSUMPTIONS AND ADDITIONAL SERVICES

- A. Assumptions
 1. Plotting and printing of drawings and specifications for distribution to CRIA and CRIA's consultants will be billed as a reimbursable expense
 3. A full security systems design is included. However, it is assumed that point-to-point wiring diagrams, final systems configurations, conduit sizing and routing, shop drawings, as-built drawings, etc., will be provided by the security systems contractor.
- B. Exclusions include the following:
 1. Structural, electrical, and mechanical engineering and design.
 2. Plan check submittal and approval process.
 3. Preparation of security risk or vulnerability assessments.
 4. Physical security design (bollards, barriers, ballistic rated glass and panels, etc.)
 5. Meetings or site visits beyond the numbers indicated above.
 6. Attendance at hearings, planning commission meetings, etc.
 7. Preparation of opinions of probable construction cost (cost estimates).

8. Participation in value engineering or peer review sessions and responding to value engineering review comments - other than as may be indicated above.
9. Redesign of systems after design phase documents have been approved.
10. Revisions to previously performed work caused by changes to the original approved design criteria.
11. Preparation of construction documents for alternates.
12. Services and expenses necessary to oversee correction of contractor-caused defects, omissions, delays or damage to the project.
13. Split project or construction documents into separate bid packages.
14. The preparation of record drawings. The specifications will call for the systems integrator / installer to provide as-built drawings, shop drawings, wiring diagrams, etc., for the project.
15. Consideration of any space or feature not listed above in "Scope of Services"

A.3 – AUDIO-VISUAL SYSTEM DESIGN

AV systems will include the following anticipated elements and systems.

| Broadcast systems and infrastructure | Public address system |
|---|--|
| Broadcast Production Switcher | Digital Mixer |
| Effects Generator | Wired and Wireless Microphones |
| Character Generator | Source equipment |
| Production Cameras | Loudspeaker & Power Supplies |
| Video Servers | Enhancement Loudspeakers |
| Video Disk Recorder | Power Amplifiers |
| Ingest Station | Controller |
| Audio Mixer | Preset recall Capable |
| Graphics Generator | Distributed 70 Volt Loudspeaker System |
| Program/Preview Monitors | Multi Zoned Amplification |
| Broadcast Connectivity/Infrastructure | Cabling Telephone Interface |
| Mobile TV Truck Panel | Cross Connect Infrastructure |
| Broadcast Uplink Infrastructure | Assistive Listening System |
| Cross Connect Infrastructure | |

| | |
|---|---|
| Streaming Broadcast System – Grand Arena, Cafes, Barns | InterComm – Grand Arena, Barns, Cafes, Shavings Office |
| Video Monitors (typical of 30) | Multi-building Communications |
| Streaming Server | |
| Streaming Encoders | |

Existing Infrastructure Investigation

Acoustical Model of Grand Arena

I. DESIGN PHASE

A. Programming

1. Meet with CRIA staff to discuss the objectives for the audio-visual systems. Discuss alternative approaches. Discuss the alternatives of installed equipment vs. making provisions for future equipment in the infrastructure. Discuss budget issues in general.
2. Develop a programming document for review and approval that includes the following information:
 - a. Summarize information determined from meeting.
 - b. Description of major systems and functions.
 - c. Alternatives.
 - d. Space requirements for control rooms, storage, etc.
 - e. Preliminary system budgets.
3. Perform onsite investigation of existing infrastructure:
 - a. Document and summarize information.

B. Schematic Phase

Based upon the approved program develop the design to the following level:

1. Establish space requirements for control rooms and equipment storage, and equipment.

2. Establish requirements for special electrical power, grounds, etc.
 3. Provide outline specifications for the systems.
 4. Provide an engineer's opinion of probable cost for the installed systems.
 5. Respond to comments associated with the programming report.
 6. Provide equipment layout plan.
- C. Design Development Phase
1. Prepare drawings that will be upgraded in terms of detail to become the final contract documents. These drawings will include:
 - a. Loudspeaker locations and types.
 - b. Equipment location plan.
 - c. Sound system receptacle (microphone, auxiliary inputs, etc.) locations.
 - d. Control and equipment room layouts.
 - e. Video screen size and locations.
 - f. Preliminary details.
 2. Provide heat load data and equipment power requirements.
 3. Provide special attachment requirements.
 4. Provide structural load information.
- D. Contract Documents
1. Finalize contract drawings including the following:
 - a. Symbols, general notes.
 - b. Rack elevations.
 - c. Functional diagrams.
 - d. Wire specifications.
 - e. Final locations for audio-visual system components.
 - f. Speaker hanging and aiming details, as needed.
 - g. Facility panel details.
 2. Complete audio-visual performance specifications including system programming specifications and other specification sections, as required.
 3. Prepare final system cost estimates.
- E. Meetings

1. Attend four meetings as necessary during the design process and two site inspections during construction. Unlimited virtual meetings will be honored.

F. Document Submittal and Coordination

1. Coordinate with other consultants as required.
2. Submit audio-visual system documents and specifications a maximum of three times during the design process. VA anticipates submitting 50%, 90%, and 100% Construction Documents packages.
3. Drawings will be submitted in AutoCAD. If Revit or BIM documentation is required, this will be performed as an additional service.
4. Specifications will be submitted in Microsoft Word format.

II. BIDDING & CONSTRUCTION CONTRACT AWARD

A. Respond to CRIA with answers to questions provided by the bidders to the audio-visual drawings and specifications.

B. Review the audio-visual systems bids. Advise CRIA on the acceptability of the bidder's proposals. Consultant will review qualified bids for the project once. CRIA will provide one package including all Contractor bids.

III. CONSTRUCTION ADMINISTRATION

A. Review audio-visual shop drawings and submittals. Consultant will limit the review of any single item to one time, maximum. Consultant requires that the Contractor provide one submission of the entire system. Partial submittals are not acceptable.

B. Review and respond to CRIA for contractor and vendor RFI's.

C. Review and respond to CRIA for audio-visual systems operation and maintenance manuals.

D. Provide two observation visits to the project site.

E. Prepare observation reports and punch list, as required.

IV. PRINCIPAL ASSUMPTIONS AND EXCLUSIONS

A. Assumptions

1. Plotting and printing of drawings and specifications for distribution to CRIA and will be billed as a reimbursable expense.

B. Exclusions

1. Structural, electrical, and mechanical engineering and design.
2. Plan check submittal and approval process.

3. Consideration of any space or feature not listed above in "Scope of Services"
4. Computer hardware and software not directly related to the audio-visual system.
5. Close Circuit Television (CCTV), Master Antenna Television (MATV), voice and data telecommunications
6. Participation in value engineering or peer review sessions and responding to value engineering review comments - other than as may be indicated above.
7. Value engineering or redesign after completion of contract documents.
8. Attendance at hearings, planning commission meetings, etc.
9. Revisions to previously performed work caused by changes to the original design criteria.
10. Preparation of construction documents for alternates.
11. Split project or construction documents into separate bid packages.
12. Converting drawings (hardcopy, PDF, TIF, etc.) to DWG format
13. Record Drawings.

EXHIBIT B
RATE SCHEDULE

| Classification | Rate |
|------------------------|-------------|
| Associate Principal | \$210/HR |
| Senior Associate | \$190/HR |
| Associate IV | \$160/HR |
| Associate V | \$140/HR |
| Associate VI | \$120/HR |
| Black & White Plotting | \$0.15/SF |
| Color Plotting | \$2.25/SF |
| Scanning | \$2.25/SF |

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of CRIA, 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 CRIA.

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 CRIA, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CRIA, its officers, agents, employees and volunteers.

Proof of insurance. Consultant shall provide certificates of insurance to CRIA 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 CRIA's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with CRIA at all times during the term of this contract. CRIA 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 CRIA 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 CRIA before CRIA's own insurance or self-insurance shall be called upon to protect it as a named insured.

CRIA'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, CRIA has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CRIA will be promptly reimbursed by Consultant, or CRIA will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, CRIA 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 CRIA's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CRIA, 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 CRIA, 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 CRIA to inform Consultant of non-compliance with any requirement imposes no additional obligations on CRIA 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, CRIA 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 CRIA.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to CRIA 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 CRIA 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 CRIA 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 CRIA for review.

CRIA's right to revise specifications. CRIA 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, CRIA and Consultant may renegotiate Consultant's compensation.

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

Timely notice of claims. Consultant shall give CRIA 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.

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 7.1



CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

MEMORANDUM

TO: Honorable Chairman and Board Members

STAFF: Yamini Pathak, Director of Finance
Dean Yamagata, Financial Consultant – Frazer, LLP

DATE: September 11, 2024

SUBJECT: Civic-Recreational-Industrial Authority July 31, 2024 Financial Report

Executive Summary:

Management is continuing to book and hold events depending upon availability of the venue. Prime dates are always in demand. As the summer season comes to a close, fall bookings are filling up with exciting events including the charity rodeo and BMX biking.

Expo Center:

For the month ended July 31, 2024, the Expo Center generated revenues of \$215,923 and expenses of \$272,959 resulting in operating loss of \$57,036

Year to date revenues amounted to \$215,923, which represents approximately 12% of the budgeted revenues of \$1,754,400 for the year ended June 30, 2025.

Year to date operating expenses through July 31, 2024 amounted to \$272,959, which represents approximately 11% of the budgeted expenses of \$2,428,800 for the year ended June 30, 2025.

The expenses are in line with the budgeted amounts for the year ended June 30, 2025.

There were no year to date transfers from the Capital Project fund through July 31, 2024.

Capital Projects Fund:

This fund is accounting for the general operating activities of CRIA. Total budgeted expenditures for the year ended June 30, 2025 amount to \$2,422,000. The Fund has incurred \$4,002 of year to date expenditures through July 31, 2024 which represents approximately less than 1% of budgeted expenditures. Year to date transfers from the City of Industry amounted to \$350,000 of which none was transferred to the Expo Center resulting in net transfers of \$350,000 retained in the fund.

Capital Improvement Fund:

This fund is accounting for the capital improvement projects that are budgeted for the year ending June 30, 2025. The budget is \$4,750,000. For the month ended July 31, 2024, there were no expenditures for capital improvements.

Description of Reports:

The monthly financial statements, as shown in Exhibit A, are a comprehensive document reflecting the financial position and the result of operations of the Authority at July 31, 2024.

Fiscal Impact:

There is no fiscal impact as result of this action.

Recommendation:

Receive and file.

EXHIBIT A

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

FINANCIAL REPORT

July 31, 2024

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

FINANCIAL STATEMENTS

July 31, 2024

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Note: The presentation of these financial statements do not conform with Governmental Accounting Standards Board statement number 34 – Basic Financial Statements – and Management Discussion and Analysis – for State and Local Governments and do not include all the disclosures required by this pronouncement.

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

EXECUTIVE SUMMARY
FINANCIAL STATEMENTS
July 31, 2024

Expo Center Operations

During the month ended July 31, 2024 total revenues for the Facilities and Grand Arena revenues amounted to \$215,923. There were five events held in the Pavilion and three events in the Avalon Room, generating \$39,875 in Facilities revenues. Four events were held in the Grand Arena, generating \$176,048 in Grand Arena revenues.

At July 31, 2024, our financial statements reflect the following activity:

| <u>Expo Center Operations</u> | Month Ended 7/31/2024 | Year To Date 7/31/2024 | Adopted Budget 2024-2025 | % of Adopted Budget | Month Ended 07/31/2023 | Year To Date 07/31/2023 |
|-------------------------------------|--------------------------|---------------------------|-----------------------------|------------------------|---------------------------|----------------------------|
| Total revenues | \$ 215,923 | \$ 215,923 | \$ 1,754,400 | 12% | \$ 199,750 | \$ 199,750 |
| Expenses: | | | | | | |
| Direct Expo Center expenses | 143,038 | 143,038 | 1,077,500 | 13% | 114,154 | 114,154 |
| General and administrative expenses | 129,921 | 129,921 | 1,351,300 | 10% | 120,951 | 120,951 |
| Total direct Expo Center expenses | 272,959 | 272,959 | 2,428,800 | 11% | 235,105 | 235,105 |
| Net loss from operations | (57,036) | (57,036) | (674,400) | 8% | (35,355) | (35,355) |
| Net loss | \$ (57,036) | \$ (57,036) | \$ (674,400) | 8% | \$ (35,355) | \$ (35,355) |

Summarized financial information by department for the month ending July 31, 2024 and 2023:

| <u>Expo Center Operations</u> | Month Ended 7/31/2024 | Month Ended 7/31/2024 | Month Ended 7/31/2024 | Month Ended 7/31/2024 | Month Ended 7/31/2024 |
|---------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| | Speedway | Facilities | Grand Arena | General and Admin. | Totals |
| Total revenues | \$ - | \$ 39,875 | \$ 176,048 | \$ - | \$ 215,923 |
| Expenses: | | | | | |
| Direct Expo Center expenses | - | 48,551 | 94,487 | - | 143,038 |
| General and administrative expenses | - | - | - | 129,921 | 129,921 |
| Total direct Expo Center expenses | - | 48,551 | 94,487 | 129,921 | 272,959 |
| Net (loss) income from operations | - | (8,676) | 81,561 | (129,921) | (57,036) |
| Net (loss) income for the month ended | \$ - | \$ (8,676) | \$ 81,561 | \$ (129,921) | \$ (57,036) |

| <u>Expo Center Operations</u> | Month Ended 7/31/2023 | Month Ended 7/31/2023 | Month Ended 7/31/2023 | Month Ended 7/31/2023 | Month Ended 7/31/2023 |
|---------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| | Speedway | Facilities | Grand Arena | General and Admin. | Totals |
| Total revenues | \$ - | \$ 20,946 | \$ 178,804 | \$ - | \$ 199,750 |
| Expenses: | | | | | |
| Direct Expo Center expenses | - | 34,674 | 79,480 | - | 114,154 |
| General and administrative expenses | - | - | - | 120,951 | 120,951 |
| Total direct Expo Center expenses | - | 34,674 | 79,480 | 120,951 | 235,105 |
| Net (loss) income from operations | - | (13,728) | 99,324 | (120,951) | (35,355) |
| Net (loss) income for the month ended | \$ - | \$ (13,728) | \$ 99,324 | \$ (120,951) | \$ (35,355) |

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

EXECUTIVE SUMMARY
FINANCIAL STATEMENTS
July 31, 2024

Summarized financial information by department for the year ending July 31, 2024 and 2023:

| | Year To Date 7/31/2024 | Year To Date 7/31/2024 | Year To Date 7/31/2024 | Year To Date 7/31/2024 | Year To Date 7/31/2024 |
|-------------------------------------|---------------------------|---------------------------|---------------------------|-------------------------------|---------------------------|
| <u>Expo Center Operations</u> | <u>Speedway</u> | <u>Facilities</u> | <u>Grand Arena</u> | <u>General and Admin.</u> | <u>Totals</u> |
| Total revenues | \$ - | \$ 39,875 | \$ 176,048 | \$ - | \$ 215,923 |
| Expenses: | | | | | |
| Direct Expo Center expenses | - | 48,551 | 94,487 | - | 143,038 |
| General and administrative expenses | - | - | - | 129,921 | 129,921 |
| Total direct Expo Center expenses | - | 48,551 | 94,487 | 129,921 | 272,959 |
| Net (loss) income from operations | - | (8,676) | 81,561 | (129,921) | (57,036) |
| Net (loss) income year to date | \$ - | \$ (8,676) | \$ 81,561 | \$ (129,921) | \$ (57,036) |

| | Year To Date 7/31/2023 | Year To Date 7/31/2023 | Year To Date 7/31/2023 | Year To Date 7/31/2023 | Year To Date 7/31/2023 |
|-------------------------------------|---------------------------|---------------------------|---------------------------|-------------------------------|---------------------------|
| <u>Expo Center Operations</u> | <u>Speedway</u> | <u>Facilities</u> | <u>Grand Arena</u> | <u>General and Admin.</u> | <u>Totals</u> |
| Total revenues | \$ - | \$ 20,946 | \$ 178,804 | \$ - | \$ 199,750 |
| Expenses: | | | | | |
| Direct Expo Center expenses | - | 34,674 | 79,480 | - | 114,154 |
| General and administrative expenses | - | - | - | 120,951 | 120,951 |
| Total direct Expo Center expenses | - | 34,674 | 79,480 | 120,951 | 235,105 |
| Net (loss) income from operations | - | (13,728) | 99,324 | (120,951) | (35,355) |
| Net (loss) income year to date | \$ - | \$ (13,728) | \$ 99,324 | \$ (120,951) | \$ (35,355) |

CRIA Capital Assets

In accordance with GASB 34, the Civic-Recreational-Industrial-Authority (referred to as "CRIA") is required to capitalize and depreciate their capital assets. The capital assets net of accumulated depreciation at July 31, 2024 amounted to \$15,587,875 with \$3,193,299 representing construction in progress. This amount represents the cost of capital assets purchased or constructed over the years at the Industry Hills Expo Center and surrounding areas. No depreciation expense has been recorded in the statement of operations for the period ended July 31, 2024. It is the accounting policy of CRIA to record annual depreciation expense subsequent to the completion of the June 30, 2024 annual audit.

Capital Projects

The capital projects fund reflects expenditures for general and administrative costs and operational costs. General and administrative costs include board and staff salaries, professional services, and miscellaneous items. Operational costs include planning costs, survey costs, design costs, construction costs, small equipment, and supplies.

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

EXECUTIVE SUMMARY
FINANCIAL STATEMENTS
July 31, 2024

At July 31, 2024, our financial statements reflect the following activity:

| <u>Capital Projects Fund</u> | <u>Month Ended</u> <u>7/31/2024</u> | <u>Year To Date</u> <u>7/31/2024</u> | <u>Adopted</u> <u>Budget</u> <u>2024-2025</u> | <u>% of</u> <u>Adopted Budget</u> |
|--------------------------------------|--|---|---|--------------------------------------|
| Total revenues | \$ 1,001 | \$ 1,001 | \$ 4,000 | 25% |
| Expenditures: | | | | |
| General and administrative expenses | 4,002 | 4,002 | 2,422,000 | 0% |
| Total expenses | 4,002 | 4,002 | 2,422,000 | 0% |
| Excess of expenditures over revenues | \$ (3,001) | \$ (3,001) | \$ (2,418,000) | 0% |

Capital Improvements Fund

The capital improvements fund is to account for expenditures incurred for capital improvement projects that have been budgeted for the year. Costs include planning costs, survey costs, design costs, construction costs, small equipment, and supplies. Below is a summary of the proposed Capital Improvement Program that was approved.

Capital Improvement Program (CRIA)

| # | Project Name | FY 24-25 Adopted Budget |
|----------|---|--|
| 1 | Sewer Upgrades at Expo Center | 60,000 |
| 2 | Pavilion Building Upgrades | 1,200,000 |
| 3 | Expo Center Avalon Room Improvements | 250,000 |
| 4 | Expo Center Patio Café Improvements | 65,000 |
| 5 | Expo Center Fire Alarm System | 1,000,000 |
| 6 | Expo Center Electrical Loading Master Plan | 40,000 |
| 7 | Expo Center A/V upgrades to the Grand Arena | 1,730,000 |
| 8 | Expo Center Signage Improvements | 15,000 |
| 9 | Expo Center IT Infrastructure Upgrades | 80,000 |
| 10 | New Banquet Facility | 250,000 |
| 11 | Expo Center ADA Upgrades | 10,000 |
| 12 | Expo Center Barn Improvements | 50,000 |
| | Total | \$4,750,000 |

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

EXECUTIVE SUMMARY
 FINANCIAL STATEMENTS
July 31, 2024

At July 31, 2024, our financial statements reflect the following activity:

| <u>Capital Improvements Fund</u> | <u>Month Ended</u> <u>7/31/2024</u> | <u>Year To Date</u> <u>7/31/2024</u> | <u>Budget</u> <u>2024-2025</u> | <u>% of</u> <u>Budget</u> |
|---|--|---|-----------------------------------|------------------------------|
| Equestrian Center Capital Improvements: | | | | |
| Planning, Survey and Design | \$ - | \$ - | \$ 1,070,000 | 0% |
| Construction Costs | - | - | 3,640,000 | 0% |
| Small Equipment & Supplies | - | - | 40,000 | 0% |
| Total expenditures | - | - | 4,750,000 | 0% |
| Excess of expenditures over revenues | \$ - | \$ - | \$ 4,750,000 | 0% |

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

BALANCE SHEET
AS OF JULY 31, 2024

| | <u>Capital Projects</u> | <u>Expo Center</u> | <u>Capital Improvements</u> |
|-------------------------------------|-------------------------|----------------------|-----------------------------|
| ASSETS | | | |
| CURRENT ASSETS: | | | |
| Cash and cash equivalents | \$ 242,988 | \$ 99,238 | \$ - |
| Investments | 90,201 | - | - |
| Accounts receivable, net | 4 | 67,459 | - |
| Prepaid insurance | - | 7,870 | - |
| Prepaid expenses | - | 43,426 | - |
| Inventories | - | 57,546 | - |
| Deposits | - | 3,000 | - |
| Total current assets | <u>333,193</u> | <u>278,539</u> | <u>-</u> |
| | | | |
| CAPITAL ASSETS, net | <u>-</u> | <u>15,587,875</u> | <u>-</u> |
| | | | |
| Total assets | <u>\$ 333,193</u> | <u>\$ 15,866,414</u> | <u>\$ -</u> |
| | | | |
| LIABILITIES AND FUND BALANCE | | | |
| CURRENT LIABILITIES: | | | |
| Accounts payable | \$ 174,399 | \$ 58,165 | \$ 31,103 |
| Sales tax payable | - | 7,326 | - |
| Advance rental payments | - | 114,052 | - |
| Security deposits | - | 37,800 | - |
| Total current liabilities | <u>174,399</u> | <u>217,343</u> | <u>31,103</u> |
| | | | |
| FUND BALANCE: | | | |
| Fund balance | 158,794 | 15,649,071 | (31,103) |
| Total liabilities and fund balance | <u>\$ 333,193</u> | <u>\$ 15,866,414</u> | <u>\$ -</u> |

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

STATEMENT OF OPERATIONS
FOR THE MONTH AND YEAR TO DATE ENDED JULY 31, 2024

| | Capital Projects | | | | Expo Center | | | | Capital Improvements | | | |
|--|-----------------------|------------------------|--------------------------|---------------------|-----------------------|------------------------|--------------------------|---------------------|-----------------------|------------------------|--------------------------|---------------------|
| | MONTH ENDED 7/31/2024 | YEAR TO DATE 7/31/2024 | 2024-2025 ADOPTED BUDGET | % OF ADOPTED BUDGET | MONTH ENDED 7/31/2024 | YEAR TO DATE 7/31/2024 | 2024-2025 ADOPTED BUDGET | % OF ADOPTED BUDGET | MONTH ENDED 7/31/2024 | YEAR TO DATE 7/31/2024 | 2024-2025 ADOPTED BUDGET | % OF ADOPTED BUDGET |
| REVENUES: | | | | | | | | | | | | |
| Expo center revenues | \$ - | \$ - | \$ - | 0% | \$ 215,923 | \$ 215,923 | \$ 1,754,400 | 12% | \$ - | \$ - | \$ - | 0% |
| Other revenues | 1,001 | 1,001 | 4,000 | 25% | - | - | - | 0% | - | - | - | 0% |
| Total revenues | <u>1,001</u> | <u>1,001</u> | <u>4,000</u> | 25% | <u>215,923</u> | <u>215,923</u> | <u>1,754,400</u> | 12% | <u>-</u> | <u>-</u> | <u>-</u> | 0% |
| EXPENDITURES: | | | | | | | | | | | | |
| Operating expenses | - | - | - | 0% | 143,038 | 143,038 | 1,077,500 | 13% | - | - | 4,750,000 | 0% |
| General and administrative expenses | 4,002 | 4,002 | 2,422,000 | 0% | 129,921 | 129,921 | 1,351,300 | 10% | - | - | - | 0% |
| Total expenses | <u>4,002</u> | <u>4,002</u> | <u>2,422,000</u> | 0% | <u>272,959</u> | <u>272,959</u> | <u>2,428,800</u> | 11% | <u>-</u> | <u>-</u> | <u>4,750,000</u> | 0% |
| EXCESS OF EXPENDITURES OVER REVENUES | (3,001) | (3,001) | (2,418,000) | 0% | (57,036) | (57,036) | (674,400) | 8% | - | - | (4,750,000) | 0% |
| OTHER FINANCING SOURCES, NET | <u>350,000</u> | <u>350,000</u> | <u>5,983,400</u> | 6% | <u>-</u> | <u>-</u> | <u>173,300</u> | 0% | <u>138,496</u> | <u>138,496</u> | <u>2,185,000</u> | 6% |
| EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER EXPENDITURES | 346,999 | 346,999 | <u>\$ 3,565,400</u> | 10% | (57,036) | (57,036) | <u>\$ (501,100)</u> | 11% | 138,496 | 138,496 | <u>\$ (2,565,000)</u> | -5% |
| Fund balance, beginning | <u>(188,205)</u> | <u>(188,205)</u> | | | <u>15,708,107</u> | <u>15,706,107</u> | | | <u>(169,599)</u> | <u>(169,599)</u> | | |
| Fund balance, ending | <u>\$ 158,794</u> | <u>\$ 158,794</u> | | | <u>\$ 15,649,071</u> | <u>\$ 15,649,071</u> | | | <u>(31,103)</u> | <u>(31,103)</u> | | |

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

INDUSTRY HILL EXPO CENTER
 STATEMENT OF CASH FLOWS
FOR THE YEAR TO DATE ENDED JULY 31, 2024

| | <u>AMOUNT</u> |
|--|------------------|
| CASH FLOWS FROM OPERATING ACTIVITIES | |
| Net loss before transfers and other credits | \$ (57,036) |
| Adjustments to reconcile net loss to net cash used in operating activities: | |
| Change in operating assets and liabilities: | |
| Accounts receivable, net | 32,035 |
| Prepaid insurance | 1,116 |
| Prepaid expenses | (43,426) |
| Inventories | (5,145) |
| Accounts payable | 41,257 |
| Sales tax payable | 1,673 |
| Advance rental payments | (16,489) |
| Security deposits | (3,400) |
| Net cash used in operating activities | <u>(49,415)</u> |
| NET CHANGE IN CASH | (49,415) |
| Cash at July 1, 2024 | 148,653 |
| Cash at July 31, 2024 | <u>\$ 99,238</u> |

**INDUSTRY HILLS EXPO CENTER
SCHEDULE OF REVENUES AND EXPENSES
FOR THE MONTH AND YEAR TO DATE ENDED JULY 31, 2024 AND 2023**

| <u>Expo Center Operations</u> | MONTH ENDED 7/31/2024 | YEAR TO DATE 7/31/2024 | ADOPTED BUDGET 2024-2025 | % OF ADOPTED BUDGET | MONTH ENDED 07/31/2023 | YEAR TO DATE 07/31/2023 |
|--|--------------------------|---------------------------|--------------------------------|---------------------------|---------------------------|----------------------------|
| Expo revenues | | | | | | |
| Facilities rentals | \$ 24,786 | \$ 24,786 | \$ 214,100 | 12% | \$ 9,219 | \$ 9,219 |
| Facilities rentals - bar sales | 10,348 | 10,348 | 181,900 | 6% | 11,109 | 11,109 |
| Facilities - security | 3,849 | 3,849 | 43,000 | 9% | 1,826 | 1,826 |
| Facilities - food | - | - | 1,300 | 0% | - | - |
| Facilities - insurance | 600 | 600 | 7,300 | 8% | 200 | 200 |
| Facilities - other | - | - | 400 | 0% | - | - |
| Facilities - concessions | 292 | 292 | - | 0% | - | - |
| Grand Arena - special events rentals | 17,500 | 17,500 | 182,600 | 10% | 17,000 | 17,000 |
| Grand Arena - outdoor arena rentals | - | - | 4,200 | 0% | - | - |
| Grand Arena - show barn stall rentals | 8,960 | 8,960 | 79,100 | 11% | 7,945 | 7,945 |
| Grand Arena - shaving sales | 500 | 500 | 5,400 | 9% | 668 | 668 |
| Grand Arena - security | 17,587 | 17,587 | 77,900 | 23% | 20,448 | 20,448 |
| Grand Arena - trailer parking | 3,650 | 3,650 | 57,600 | 6% | 2,050 | 2,050 |
| Grand Arena - bar sales | 65,962 | 65,962 | 502,600 | 13% | 72,086 | 72,086 |
| Grand Arena - food | - | - | 200 | 0% | - | - |
| Grand Arena - parking | 33,759 | 33,759 | 261,200 | 13% | 31,890 | 31,890 |
| Grand Arena - other | 28,130 | 28,130 | 134,400 | 21% | 25,309 | 25,309 |
| Total revenues | <u>215,923</u> | <u>215,923</u> | <u>1,753,200</u> | 12% | <u>199,750</u> | <u>199,750</u> |
| Direct general and administrative revenues | | | | | | |
| G&A- Other | - | - | 1,200 | 0% | (1,324) | - |
| Expo expenses | | | | | | |
| Cost of sales | 25,199 | 25,199 | 172,300 | 15% | 22,205 | 22,205 |
| Bar supplies | 1,816 | 1,816 | 5,800 | 31% | - | - |
| Promotional banquet | - | - | 700 | 0% | - | - |
| Feed | - | - | 400 | 0% | - | - |
| Contract labor/wages | 67,428 | 67,428 | 613,300 | 11% | 72,008 | 72,008 |
| Furniture/fixtures & equipment | 11,233 | 11,233 | 36,100 | 31% | - | - |
| Facilities - insurance | - | - | 1,100 | 0% | 1,000 | 1,000 |
| Miscellaneous | - | - | 4,300 | 0% | - | - |
| Promotional | - | - | 18,900 | 0% | - | - |
| Property maintenance | - | - | 11,600 | 0% | 1,338 | 1,338 |
| Repairs and maintenance | - | - | 600 | 0% | 546 | 546 |
| Racer purse payout | 19,009 | 19,009 | - | 0% | - | - |
| Sales tax | - | - | - | 0% | - | - |
| Security - Grand Arena | - | - | 97,500 | 0% | 7,455 | 7,455 |
| Security - Facilities | 3,849 | 3,849 | 52,800 | 7% | 1,826 | 1,826 |
| Shavings | 1,197 | 1,197 | 4,400 | 27% | 530 | 530 |
| Supplies | 7,005 | 7,005 | 39,600 | 18% | 4,292 | 4,292 |
| Equipment rental | 6,302 | 6,302 | 18,100 | 35% | 2,954 | 2,954 |
| Total Expo expenses | <u>143,038</u> | <u>143,038</u> | <u>1,077,500</u> | 13% | <u>114,154</u> | <u>114,154</u> |
| Operating net income before direct G & A and CRIA indirect expenses | <u>72,885</u> | <u>72,885</u> | <u>676,900</u> | 11% | <u>84,272</u> | <u>85,596</u> |
| Direct general and administrative expenses | | | | | | |
| Office supplies | - | - | 5,300 | 0% | (1,201) | - |
| Travel and meetings | - | - | 1,200 | 0% | (3,636) | - |
| Dues, subscriptions, books, etc. | 2,233 | 2,233 | 25,400 | 9% | (27,888) | 1,901 |
| Equipment rental/lease | 909 | 909 | 12,200 | 7% | (10,452) | 732 |
| Furniture/fixtures & equipment | 1,287 | 1,287 | 8,400 | 15% | (2,525) | - |
| Advertising/printing | - | - | - | 0% | (1,000) | - |
| Telephone | 1,517 | 1,517 | 18,100 | 8% | (14,572) | 1,415 |
| Postage | 94 | 94 | 1,000 | 9% | (1,416) | - |
| Miscellaneous | 4,900 | 4,900 | 24,200 | 20% | (25,848) | 1,342 |
| Professional services | 29,685 | 29,685 | 357,400 | 8% | (305,359) | 19,263 |
| Repairs and equipment | 19 | 19 | 4,400 | 0% | (4,367) | - |
| Vehicle expenses | 795 | 795 | 47,100 | 2% | (15,358) | 11,471 |
| Insurance and bonds | 1,124 | 1,124 | 14,000 | 8% | (12,067) | 1,124 |
| Supplies | 5,184 | 5,184 | 43,700 | 12% | (36,524) | 3,946 |
| Contract labor/administrative wages | 39,550 | 39,550 | 401,900 | 10% | (377,436) | 35,450 |
| Property maintenance | 11,244 | 11,244 | 151,700 | 7% | (134,848) | 15,887 |
| Utilities | 31,380 | 31,380 | 235,300 | 13% | (193,334) | 28,420 |
| Total direct general and administrative expenses | <u>129,921</u> | <u>129,921</u> | <u>1,351,300</u> | 10% | <u>(1,167,831)</u> | <u>120,951</u> |
| EXCESS OF EXPENDITURES OVER REVENUES | <u>\$ (57,036)</u> | <u>\$ (57,036)</u> | <u>\$ (674,400)</u> | 8% | <u>\$ 1,252,103</u> | <u>\$ (35,355)</u> |

CAPITAL PROJECTS FUND
 SCHEDULE OF REVENUES AND EXPENDITURES
 FOR THE MONTH AND YEAR TO DATE ENDED JULY 31, 2024

| REVENUES: | MONTH ENDED 7/31/2024 | YEAR TO DATE 7/31/2024 | ADOPTED BUDGET 2024-2025 | % OF ADOPTED BUDGET |
|---|--------------------------|---------------------------|--------------------------------|------------------------|
| Other revenues | \$ 1,001 | \$ 1,001 | \$ 4,000 | 25% |
| GENERAL AND ADMINISTRATIVE EXPENDITURES: | | | | |
| Salaries - board | 3,687 | 3,687 | 45,000 | 8% |
| Payroll taxes | - | - | 4,000 | 0% |
| Life insurance, state comp, and LTC | - | - | 1,000 | 0% |
| Medicare/disability | 53 | 53 | 1,000 | 5% |
| PARS - ARS | 138 | 138 | 2,000 | 7% |
| Landscaping | - | - | 950,000 | 0% |
| Legal | - | - | 16,000 | 0% |
| Professional services | - | - | 235,000 | 0% |
| Accounting | 124 | 124 | 2,000 | 6% |
| Small equipment and supplies | - | - | 2,000 | 0% |
| Vehicle expenses | - | - | 10,000 | 0% |
| General engineering | - | - | 200,000 | 0% |
| Security | - | - | 626,000 | 0% |
| Property maintenance | - | - | 300,000 | 0% |
| Utilities | - | - | 28,000 | 0% |
| Total general and administrative expenditures | <u>4,002</u> | <u>4,002</u> | <u>2,422,000</u> | 0% |
| EXCESS OF EXPENDITURES OVER REVENUES | <u>\$ (3,001)</u> | <u>\$ (3,001)</u> | <u>\$ (2,418,000)</u> | 0% |

CAPTIAL IMPROVEMENT FUND
 SCHEDULE OF EXPENDITURES
FOR THE MONTH AND YEAR TO DATE ENDED JULY 31, 2024

| EXPENDITURES | MONTH ENDED <u>7/31/2024</u> | YEAR TO DATE <u>7/31/2024</u> | ADOPTED BUDGET <u>2024-2025</u> | % OF ADOPTED BUDGET |
|---|---------------------------------|----------------------------------|---------------------------------------|------------------------|
| Equestrian Center Capital Improvements: | | | | |
| Planning, Survey and Design | \$ - | \$ - | \$ 1,070,000 | 0% |
| Construction Costs | - | - | 3,640,000 | 0% |
| Small Equipment & Supplies | - | - | 40,000 | 0% |
| Total expenditures | <u>-</u> | <u>-</u> | <u>4,750,000</u> | 0% |
| EXCESS OF EXPENDITURES OVER REVENUES | <u>\$ -</u> | <u>\$ -</u> | <u>\$ 4,750,000</u> | 0% |

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 7.2
Verbal Presentation

*CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
SEPTEMBER 11, 2024*

ITEM NO. 7.2
HANDOUT

Industry Hills

Expo Center

UPDATE ON EXPO CENTER FOR THE MONTH OF JULY

In the month of JULY, the Expo center held 4 Pavilion events and 3 Avalon events with revenues totaling **\$29,344.38**

We had one event cancellation.

In the Grand arena we held 4 events with revenues totaling **\$174,647.70**

Tjarks Agility 7/05/24

Feria del Caballos 1 day expo 7/13/24

Bill Pickett Inv Rodeo 40th Anniv event 7/20-7/21/24

Speedway 7/27/24

The Bill Pickett event was a very successful event. We were completely sold out both days. I presented a certificate on behalf of City of Industry to Valeria Cunningham, the owner of the BPIR to congratulate her on the 40th anniversary of the only all black rodeo.

Next month we will bring you the details for the following events held in the month of August:

MA-080324 Speedway

MA-081024 LA County Search/Rescue

MA-081424 Speedway

MA-081724 Tjarks agility

MA-082424 Speedway

MA-083024 Tjarks agility

Industry Hills
Expo Center

Next month I will report on the revenues of 8 Avalon room bookings and 4 Pavilion bookings.

Thank you very much, this concludes my report.

Cory Moss