



Civic-Recreational-Industrial Authority

Regular Meeting Agenda
December 13, 2017
9:00 a.m.

Chairman Howard Lim
Board Member David Carmany
Board Member Larry Hartmann
Board Member John Karns
Board Member Danny Molina

Location: City Council Chamber, 15651 East Stafford Street, City of Industry, California

Addressing the Authority:

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

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 East Stafford Street, Suite 100, City of Industry, California, at the office of the City Clerk during regular business hours, Monday through Friday 9:00 a.m. to 5:00 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.*

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1. Call to Order
 2. Flag Salute
 3. Roll Call
 4. Public Comments

5. **EXPO CENTER MATTERS**

5.1 Update on the Expo Center.

RECOMMENDED ACTION: Receive and file.

5.2 Consideration of the Register of Demands submitted by the Industry Hills Expo Center for November 2017.

RECOMMENDED ACTION: Receive and file.

6. **BOARD MATTERS**

6.1 Consideration of the Register of Demands submitted by the Finance Department for December 13, 2017

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

6.2 Presentation and discussion regarding the Civic-Recreational-Industrial Authority's Financial Report for October 31, 2017.

RECOMMENDED ACTION: Receive and file the report.

6.3 Consideration of a Professional Services Agreement with Bonham/Wills & Associates to conduct a naming and property rights analysis of operations, in an amount not-to-exceed \$15,000.00, from December 13, 2017 to December 13, 2018.

RECOMMENDED ACTION: Approve the Agreement.

7. Adjournment. Next regular meeting: Wednesday, January 10, 2018, at 9:00 a.m.

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 5.1

Industry Hills

Expo Center

NOVEMBER 2017 Narrative

Banquets

Seven Pavilion Ballroom Rentals	Contracts	\$ 26,455.00
	Bar Sales	\$ 22,968.20
Seven Avalon Room Rentals	Contracts	\$ 8,104.50
	Bar Sales	\$ 7,175.44
Four Rotary Club Events (catering services only)	Contracts	\$ 898.61

Grand Arena Events

November 2, 2017 SGVAV KENNEL	Contract	\$ 3,300.00
	Concessions	\$ 7,842.71
November 11, 2017 VETERANS BENEFIT	Contract	\$ 2,200.00
	Concessions	\$ 6,248.20
November 17, 2017 INLAND EMPIRE HUNTER	Contract	\$ 2,200.00
	Concessions	\$ 2,102.05
November 25, 2017 SGVJAAFC	Contract	\$ 1,100.00
	Concessions	\$11,124.36

Upcoming Events for DECEMBER

Fifteen Banquet Events **Contracts** **\$33,890.00**

Booked Nine Avalon Events - \$8,560.00 (beverage sales not included)

Booked Five Pavilion Events - \$2,5330.00 (beverage sales not included)

Five Grand Arena Events

NOVEMBER 2017 BANQUET NON-AVAILABILITY SHEET

Date Called	Client Name	Date Requested	Pavilion	Avalon Room	Guests	Type of Event	How they heard	Contact
11/01/17	Luz Maria	December 21, 2018	1		175	Wedding Reception	Referral	Phone
11/02/17	Maura	May 27, 23018	1		300	Quinceanera	Attended	Phone
11/02/17	Jennifer Gonzales	June 30, 2018	1		250	Wedding Reception	Website	E-Mail
11/03/17	Candice Garson	June 16, 2017		1	150	Wedding Ceremony & Recap	Referral	Phone
11/03/17	Patricia Sandoval	June 9, 2018	1		350	Wedding Reception	Referral	Phone
11/04/17	Veronica	July, 2018	1		300	Private Party	Website	E-Mail
11/04/17	Joanna	February 17, 2018		1	100	Private Party	Website	E-Mail
11/04/17	Eiliza	December 16, 2017		1	120	Holiday Party	Referral	Phone
11/06/17	Liz	November 17, 2018	1		250	Wedding Reception	Attended	Phone
11/06/17	Terry	August, 2018	TS	TB	150	Wedding Reception	Attended	Phone
11/06/17	Sandra Alvarado	September 22, 2018		1	100	Private Party	Website	E-Mail
11/06/17	Lilly Velez	June 16, 23, 2018		1	140	80th Birthday Party	Website	E-Mail
11/07/17	Deni Gutierrez	May, 2018	1B	1S	150	Wedding Reception	Referral	Phone
11/07/17	Liza	February 10, 2018		1	100	Birthday Party	Attended	Phone
11/08/17	Maria Rocha	May, 2018	TB	TS	175	Wedding Reception	Referral	Phone
11/08/17	Vera Raygoza	April 21, 2018	1		250	Quinceanera	Attended	Phone
11/08/17	Enrique Medina	November 18, 2017	1		300	Baptism/1st Birthday	Attended	Phone
11/09/17	Jose Portioll	July 22, 2018	1		350	Wedding Reception	Attended	Phone
11/09/17	Amando Aquino	March 24, 2018		1	120	Debutante (18th Birthday)	Attended	Phone
11/09/17	Pedro Trejo	January 27, 2018		1	100	Company Mixer	Referral	Phone
11/10/17	Sergio Hernandez	December 15, 16, 2017		1	100	Company Holiday Party	Website	E-Mail
11/11/17	Lorena Griego	April 7, 2018		1	100	Private Party	Website	E-Mail
11/13/17	Perla	April 28, 2018	1		300	Wedding Reception	Attended	E-Mail
11/13/17	Daisy	June 2,9, 2018		1	100	Private Party	Website	E-Mail
11/14/17	Teresa Guzman	March 17, 2018	1		350	Quinceanera	Attended	Phone
11/14/17	Linda Mattox	December 9, 2018		1	100	Private Party	Website	E-Mail
11/16/17	Claudia Barrios	December 2, 2017		1	100	Baby Shower	Website	E-Mail
11/20/17	Yesenia	May or June 2018	TB	TS	150+	Graduation Party	Referral	Phone
11/28/17	Ruby	April 28, 2018		1	100	Baptism	Attended	Phone
11/29/17	Rose	December 16, 2017		1	60	Holiday Party	Referral	E-Mail
			15	19				

November Marketing Data

Printed Newsletters: 4,879

Cell Phone Texting: 4,438
<https://www.eztexting.com>

Electronic Emails: 3,431
<https://www.ymlp.com>

Twitter - Expo: 1,142
<https://twitter.com/expoindustry>

Twitter - Racing: 1,798
<https://twitter.com/industryracing>

Facebook - Expo: 1,834
<https://facebook.com/industryexpocenter>

Facebook - Racing: 4,612
<https://facebook.com/IndustryRacing>

Instagram: 3,307
<https://www.instagram.com/industryexpocenter/>

Instagram Racing: 802
<https://www.instagram.com/speedwayatthegrand>

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 5.2

Industry Hills Expo Center - Check Register

NOVEMBER

DATE	CHECK NUMBER	PAYEE	AMOUNT	DETAILS
11/1/2017	12025	PCR CASH	\$15,000.00	REPLENISH ATM MACHINES NOV.EVENTS
11/3/2017	12026	CNC EQUESTRIAN MANAGEMENT	\$64,519.32	MONTHLY SALARY EXP
11/3/2017	12027	GINA HORN DESIGNS	\$62.75	BUSINESS CARDS
11/3/2017	12028	NEXT LEVEL	\$1,000.00	PROMOTIONAL EXP.SPEEDWAY
11/3/2017	12029	XEROX FINANCIAL SERVICES	\$343.13	LEASE AND PROPERTY TAX PMT.
11/7/2017	12030	A.M. PLAYER	\$485.42	UNIFORM SHIRTS
11/7/2017	12031	ANHEUSER BUSCH SALES OF AMERICA	\$174.00	ALCOHOL INVENTORY
11/7/2017	12032	CINTAS	\$1,263.52	MATS, MOPS AND UNIFORMS
11/7/2017	12033	COASTAL CARBONIC	\$9.83	WEIGH TICKET FEE
11/7/2017	12034	FRONTIER COMMUNICATIONS	\$286.98	MONTHLY FIOS CHARGES
11/7/2017	12035	HARBOR DISTRIBUTING,LLC	\$846.35	ALCOHOL INVENTORY
11/7/2017	12036	HOME DEPOT	\$161.95	PROPERTY MAINTENANCE
11/7/2017	12037	OFFICE DEPOT	\$74.81	OFFICE SUPPLIES EXPENSE
11/7/2017	12038	RANCHO JANITORIAL SUPPLIES	\$1,532.04	CLEANING SUPPLIES EXPENSE
11/7/2017	12039	CNC EQUESTRIAN MANAGEMENT	\$17,724.50	PR W/E -(10/29,10/22 &10/15)
11/7/2017	12040	RANCHO JANITORIAL SUPPLIES	\$558.03	CLEANING SUPPLIES EXPENSE
11/10/2017	12041	PCR CASH	\$2,305.61	REPLENISH PETTY CASH-OCT. RECEIPTS
11/10/2017	12042	PAV-102817 NORMA VALENZUELA	\$600.00	SECURITY DEPOSIT REFUND
11/10/2017	12043	AR-102917 MARTHA LOPEZ	\$300.00	SECURITY DEPOSIT REFUND
11/10/2017	12044	AR-102717 JASON BANKS	\$300.00	SECURITY DEPOSIT REFUND
11/10/2017	12045	AR-110417 DESIREE MADRID	\$300.00	SECURITY DEPOSIT REFUND
11/10/2017	12046	PAV-110417 DENISE GALLEGOS	\$600.00	SECURITY DEPOSIT REFUND
11/10/2017	12047	PAV-110317 GEORGINA RODRIGUEZ	\$600.00	SECURITY DEPOSIT REFUND
11/13/2017	12048	AR-111117 DARLENE PUENTE	\$300.00	SECURITY DEPOSIT REFUND
11/13/2017	12049	PAV-111117 ARTURO MARTIN JR.	\$600.00	SECURITY DEPOSIT REFUND
11/13/2017	12050	AIRGAS WEST	\$198.61	CO2 TANKS
11/13/2017	12051	ALARMCO	\$700.00	PROGRESSIVE PMT-NOVEMBER
11/13/2017	12052	ALL POINTS CHEM-DRY	\$386.40	PROPERTY MAINTENANCE
11/13/2017	12053	CAPITAL PROTECTION INC.	\$1,072.50	EVENT SECURITY SERVICES
11/13/2017	12054	CINTAS	\$372.69	MATS, MOPS AND UNIFORMS
11/13/2017	12055	CNC EQUESTRIAN MANAGEMENT	\$9,316.29	PR W/E -11/05/17
11/13/2017	12056	CULLIGAN WATER CONDITIONING	\$76.95	WATER FILTER SERVICE
11/13/2017	12057	KIKI'S INDUSTRIAL JANITORIAL SERVICE	\$2,000.00	MONTHLY FACILITY CLEANING

11/13/2017 12058	OFFICE DEPOT	\$524.42	OFFICE SUPPLIES EXPENSE
11/13/2017 12059	PT EVENTS INC.	\$2,000.00	REIMBURSABLE EXP. MA-111117
11/13/2017 12060	SOCAL INDUSTRIES	\$996.69	REIMBURSABLE EXP. MA-112417
11/13/2017 12061	SPARKLETTS	\$1,179.12	ALCOHOL INVENTORY
11/13/2017 12062	SYSCO	\$1,671.56	CONCESSION INVENTORY
11/16/2017 12064	JOSE SALAZAR	\$1,610.07	REIMBURSE FOR EQUIPMENT PURCHASE
11/21/2017 12065	PCR CASH	\$15,000.00	REPLENISH ATM TERMINALS-NOV. EVENTS
11/21/2017 12066	ANHEUSER BUSCH SALES OF AMERICA	\$112.50	ALCOHOL INVENTORY
11/21/2017 12067	AT&T	\$615.09	MONTHLY PHONE CHARGES
11/21/2017 12068	BONHAM/WILLS & ASSOC.	\$5,000.00	MARKETING EXPENSE
11/21/2017 12069	BROWN & BROWN OF CALIFORNIA INC.	\$1,100.00	TULIP INSURANCE PREMIUMS
11/21/2017 12070	CAPITAL PROTECTION INC.	\$1,613.26	EVENT SECURITY SERVICES
11/21/2017 12071	CINTAS	\$414.24	MATS, MOPS AND UNIFORMS
11/21/2017 12072	CITY OF INDUSTRY	\$5,294.68	ROLL OFF AND DUMP FEES-OCTOBER
11/21/2017 12073	CLASSIC DISTRIBUTING & BEV.	\$818.00	ALCOHOL INVENTORY
11/21/2017 12074	CNC EQUESTRIAN MANAGEMENT	\$7,421.86	PR W/E -11/12/17
11/21/2017 12075	COASTAL CARBONIC	\$126.27	CARBO CHARGER-PATIO CAFÉ
11/21/2017 12076	COCA-COLA ENTERPRISES	\$732.00	ALCOHOL INVENTORY
11/21/2017 12077	FED EX	\$39.42	POSTAGE EXP.
11/21/2017 12078	GB REPAIRS	\$250.13	VEHICLE MAINTENANCE EXP.
11/21/2017 12079	GINA HORN DESIGNS	\$75.50	BUSINESS CARDS
11/21/2017 12080	HARBOR DISTRIBUTING,LLC	\$809.00	ALCOHOL INVENTORY
11/21/2017 12081	INDUSTRY MANUFACTURING COUNCIL	\$135.00	ADD'L TICKETS FOR HOLIDAY LUNCHEON
11/21/2017 12082	KIKI'S INDUSTRIAL JANITORIAL SERVICE	\$1,080.00	RR/TRASH ATT. ARENA EVENTS
11/21/2017 12083	MERRITT'S ACE HARDWARE	\$22.18	PROPERTY MAINTENANCE
11/21/2017 12084	ROGERS,CLEM & CO.	\$2,200.00	ACCOUNTING/CONSULTING SERVICES-OCT
11/21/2017 12085	SAN GABRIEL VALLEY NEWSPAPER GROUP	\$1,512.00	FACILITY ADVERTISING
11/21/2017 12086	SATSUMA LANDSCAPE	\$8,674.00	MONTHLY LANDSCAPE EXPENSE
11/27/2017 12088	PAV-111817 GINA CANDELARIA	\$600.00	SECURITY DEPOSIT REFUND
11/27/2017 12089	AR-111717 OLGA OROPEZA	\$300.00	SECURITY DEPOSIT REFUND
11/27/2017 12090	AR-111817 ZENAIDA ESPEJO	\$300.00	SECURITY DEPOSIT REFUND
11/27/2017 12091	BOARD OF EQUALIZATION	\$2,882.00	PRE-PAY SALES TAX OCTOBER
11/27/2017 12092	CAPITAL PROTECTION INC.	\$1,560.24	EVENT SECURITY SERVICES
11/27/2017 12093	CINTAS	\$379.67	MATS, MOPS AND UNIFORMS
11/27/2017 12094	dex MEDIA	\$339.00	FACILITY ADVERTISING
11/27/2017 12095	FRONTIER COMMUNICATIONS	\$518.58	MONTHLY PHONE CHARGES-OFFICE
11/27/2017 12096	JANUS PEST MANAGEMENT, INC.	\$1,170.00	PEST CONTROL

11/27/2017 12097	KIKI'S INDUSTRIAL JANITORIAL SERVICE	\$360.00	RR/TRASH ATT. ARENA EVENTS
11/27/2017 12098	OFFICE DEPOT	\$140.23	OFFICE SUPPLIES EXPENSE
11/27/2017 12099	SOUTHERN CALIFORNIA EDISON	\$10,254.15	MONTHLY UTILITY EXPENSE
11/27/2017 12100	THE BIG NORWEGIAN	\$1,203.62	VEHICLE MAINTENANCE EXP.
11/27/2017 12101	PAV-112517R LETICIA NAVARRO	\$600.00	SECURITY DEPOSIT REFUND
11/27/2017 12102	AR-112517 MARTHA PEREZ	\$300.00	SECURITY DEPOSIT REFUND
11/30/2017 12103	PAV-112017 MARISA NUNEZ	\$600.00	SECURITY DEPOSIT REFUND
11/30/2017 12104	CNC EQUESTRIAN MANAGEMENT	\$7,138.06	PR W/E -11/19/17
11/30/2017 12105	KIKI'S INDUSTRIAL JANITORIAL SERVICE	\$1,025.00	RR/TRASH ATT. ARENA EVENTS
11/30/2017 12106	CED-INDUSTRY	\$189.22	PROPERTY MAINTENANCE

TOTAL

214,958.44

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 6.1

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
AUTHORIZATION FOR PAYMENT OF BILLS
Board Meeting December 13, 2017

<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
360	INDUSTRY HILLS EXPO OPERATING ACCOUNT	58,063.88

<u>BANK</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
WFCK	WELLS FARGO CHECKING	58,063.88

APPROVED PER CITY MANAGER

**Civic-Recreational-Industrial Authority
Board Meeting
December 13, 2017**

Check	Date		Payee Name	Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking				
10699	11/14/2017		SOCALGAS	\$72.14
	Invoice	Date	Description	Amount
	2018-00000534	11/02/2017	09/29-10/31/17 SVC - 16200 TEMPLE AVE APT 100-	\$17.58
	2018-00000535	11/02/2017	09/29-10/31/17 SVC - 16200 TEMPLE AVE APT 202-	\$54.56
10700	12/13/2017		CITY OF INDUSTRY	\$67.17
	Invoice	Date	Description	Amount
	2018-00000026	10/31/2017	OCTOBER 2017 FUEL COSTS - EXPO CENTER	\$67.17
10701	12/13/2017		CITY OF INDUSTRY-REFUSE	\$450.00
	Invoice	Date	Description	Amount
	0003048623	11/01/2017	IH RODEO STORAGE BOX	\$450.00
10702	12/13/2017		CRIA-PAYROLL ACCOUNT	\$3,000.00
	Invoice	Date	Description	Amount
	NOV-17	11/22/2017	REIMBURSE PAYROLL - NOVEMBER 2017	\$3,000.00
10703	12/13/2017		ELEVATE PUBLIC AFFAIRS, LLC	\$5,000.00
	Invoice	Date	Description	Amount
	1084	11/06/2017	PROFESSIONAL SVC - OCTOBER 2017	\$5,000.00
10704	12/13/2017		FRAZER, LLP	\$2,175.00
	Invoice	Date	Description	Amount
	151689	11/17/2017	PROFESSIONAL SVC - OCTOBER 2017	\$2,175.00
10705	12/13/2017		GREG'S REFRIGERATION	\$1,235.77
	Invoice	Date	Description	Amount
	20337	10/04/2017	TRAILER COOLER REPAIR - EXPO CENTER	\$493.95
	20416	10/19/2017	COOLER REPAIR - EXPO CENTER	\$300.83
	20320	11/01/2017	COOLER REPAIR - EXPO CENTER	\$440.99
10706	12/13/2017		HOME DEPOT CREDIT SERVICE	\$452.10

**Civic-Recreational-Industrial Authority
Board Meeting
December 13, 2017**

Check	Date		Payee Name	Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking				
	Invoice	Date	Description	Amount
	3124542	11/16/2017	CREDIT - EXPO CENTER TRAIL PROJECT	(\$32.81)
	6570365	11/03/2017	SUPPLIES - EXPO CENTER TRAIL PROJECT	\$7.26
	3015499-CRIA	11/06/2017	SUPPLIES - EXPO CENTER TRAIL PROJECT	\$53.04
	3010705	11/16/2017	SUPPLIES - EXPO CENTER TRAIL PROJECT	\$24.06
	3363099	11/16/2017	SUPPLIES - EXPO CENTER TRAIL PROJECT	\$282.79
	4310706	11/15/2017	SUPPLIES - EXPO CENTER TRAIL PROJECT	\$117.76
10707	12/13/2017		KLINE'S PLUMBING, INC.	\$1,630.00
	Invoice	Date	Description	Amount
	10537	11/21/2017	EMERGENCY PLUMBING SVC - EXPO CENTER-	\$850.00
	10538	11/21/2017	EMERGENCY PLUMBING SVC - EXPO CENTER-	\$780.00
10708	12/13/2017		L A COUNTY DEPT OF PUBLIC	\$128.00
	Invoice	Date	Description	Amount
	11/1/17	11/01/2017	MONITOR BACKFLOW DEVICES AT EXPO CENTER-	\$128.00
10709	12/13/2017		RESOURCE BUILDING MATERIALS	\$8,684.72
	Invoice	Date	Description	Amount
	2285484	11/09/2017	SUPPLIES - EXPO CENTER	\$2,771.72
	2290091	11/16/2017	SUPPLIES - EXPO CENTER	\$2,771.72
	2292316	11/20/2017	SUPPLIES - EXPO CENTER	\$2,771.72
	2292317	11/20/2017	SUPPLIES - EXPO CENTER	\$369.56
10710	12/13/2017		SATSUMA LANDSCAPE & MAINT.	\$28,187.27
	Invoice	Date	Description	Amount
	1017EC	10/31/2017	OCTOBER 2017 LANDSCAPE MAINTENANCE	\$28,187.27
10711	12/13/2017		TRADEMARK CONSTRUCTION	\$600.00
	Invoice	Date	Description	Amount
	002	10/19/2017	POUR SLAB WITH EXPOSED AGGREGATE - EXPO	\$600.00

**Civic-Recreational-Industrial Authority
Board Meeting
December 13, 2017**

Check	Date	Payee Name		Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking				
10712	12/13/2017	UNITED PUMPING SERVICE, INC.		\$6,453.85
	Invoice	Date	Description	Amount
	INV146224	09/30/2017	EMERGENCY JET BLOCKAGE IN SEWER LINE	\$2,364.50
	INV146225	09/30/2017	CLEAN OUT 6" PIPE - EXPO CENTER	\$1,396.00
	INV146435	10/31/2017	CLEAN OUT 6" PIPE - EXPO CENTER	\$2,693.35

Checks	Status	Count	Transaction Amount
	Total	14	\$58,136.02

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 6.2



CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

City of Industry

CRIA BOARD OF DIRECTORS

HOWARD, LIM, CHAIRMAN
DAVID CARMANY
LARRY HARTMANN
JOHN KARNS
DANNY MOLINA

15625 EAST STAFFORD STREET
CITY OF INDUSTRY, CALIFORNIA 91744-3366
(626) 333-2211

STAFF REPORT

Date: November 27, 2017
To: Chairman and Members of the Board of Directors
Civic-Recreational-Industrial Authority
Prepared by: Dean Yamagata – Frazer, LLP
Via: Susan Paragas, Director of Finance
Subject: Civic-Recreational-Industrial Authority October 31, 2017 Financial Statements

RECOMMENDATION

Receive and file.

EXECUTIVE SUMMARY

Expo Center:

For the month ended October 31, 2017, the Expo Center generated revenues of \$68,924 and incurred expenses of \$136,968. Transfers from the Capital Projects Fund amounted to \$59,490.

For the year to date ended October 31, 2017, the Expo Center generated revenues of \$666,390 and incurred expenses of \$888,706. Transfers from the Capital Projects Fund amounted to \$199,643. Year to date revenue and expenses are in line with the annual budgeted amounts.

Capital Projects Fund:

Total expenses budgeted for the year ending June 30, 2018 amount to \$330,675, which the Fund has incurred \$102,532 of actual expenses for the four months ended October 31, 2017.

DESCRIPTION OF REPORTS

The monthly financial statement is a comprehensive document reflecting the financial position of the Authority at October 31, 2017.

Fiscal Impact

There is no fiscal impact as result of this action.

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY
CITY OF INDUSTRY

FINANCIAL STATEMENTS

OCTOBER 31, 2017

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY
CITY OF INDUSTRY

FINANCIAL STATEMENTS

OCTOBER 31, 2017

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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
CITY OF INDUSTRY

EXECUTIVE SUMMARY
FINANCIAL STATEMENTS
OCTOBER 31, 2017

Expo Center Operations

During the month ended October 31, 2017, we held five events in the Pavilion and nine events in the Avalon Room with contracts totaling \$62,929.

In the Grand Arena we held two events with contracts totaling \$4,990. These event were The Shannon Event and International All Breed Dog.

At October 31, 2017 and 2016, our financial statements reflect the following activity:

<u>Expo Center Operations</u>	Month Ended 10/31/2017	Year To Date 10/31/2017	Annual Budget 2017-2018	% of Annual Budget	Month Ended 10/31/2016	Year To Date 10/31/2016
Total revenues	\$ 68,924	\$ 666,390	\$ 1,679,605	40%	\$ 92,000	\$ 615,226
Expenses:						
Direct Expo Center expenses	37,256	465,086	1,248,765	37%	62,499	503,358
General and administrative expenses	99,712	423,620	1,118,985	38%	80,551	342,821
Total direct Expo Center expenses	136,968	888,706	2,367,750	38%	143,050	846,179
Net loss from operations	(68,044)	(222,316)	(688,145)	32%	(51,050)	(230,953)
Net loss	\$ (68,044)	\$ (222,316)	\$ (688,145)	32%	\$ (51,050)	\$ (230,953)

The following is our summarized financial statements by department at October 31, 2017 and 2016:

<u>Expo Center Operations</u>	Month Ended 10/31/2017	Month Ended 10/31/2017	Month Ended 10/31/2017	Month Ended 10/31/2017	Month Ended 10/31/2017
	Speedway	Facilities	Grand Arena	General and Admin.	Totals
Total revenues	\$ -	\$ 62,929	\$ 4,990	\$ 1,005	\$ 68,924
Expenses:					
Direct Expo Center expenses	3,996	35,171	(1,911)		37,256
General and administrative expenses				99,712	99,712
Total direct Expo Center expenses	3,996	35,171	(1,911)	99,712	136,968
Net income (loss) from operations	(3,996)	27,758	6,901	(98,707)	(68,044)
Net income (loss) for the month ended	\$ (3,996)	\$ 27,758	\$ 6,901	\$ (98,707)	\$ (68,044)

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY
CITY OF INDUSTRY

EXECUTIVE SUMMARY
FINANCIAL STATEMENTS
OCTOBER 31, 2017

<u>Expo Center Operations</u>	Month Ended 10/31/2016	Month Ended 10/31/2016	Month Ended 10/31/2016	Month Ended 10/31/2016	Month Ended 10/31/2016
	<u>Speedway</u>	<u>Facilities</u>	<u>Grand Arena</u>	<u>General and Admin.</u>	<u>Totals</u>
Total revenues	\$ 12	\$ 45,754	\$ 45,567	\$ 667	\$ 92,000
Expenses:					
Direct Expo Center expenses	900	26,965	34,634		62,499
General and administrative expenses				80,551	80,551
Total direct Expo Center expenses	900	26,965	34,634	80,551	143,050
Net income (loss) from operations	(888)	18,789	10,933	(79,884)	(51,050)
Net income (loss) for the month ended	\$ (888)	\$ 18,789	\$ 10,933	\$ (79,884)	\$ (51,050)

<u>Expo Center Operations</u>	Year To Date 10/31/2017	Year To Date 10/31/2017	Year To Date 10/31/2017	Year To Date 10/31/2017	Year to Date 10/31/2017
	<u>Speedway</u>	<u>Facilities</u>	<u>Grand Arena</u>	<u>General and Admin.</u>	<u>Totals</u>
Total revenues	\$ 104,259	\$ 229,138	\$ 328,318	\$ 4,675	\$ 666,390
Expenses:					
Direct Expo Center expenses	108,723	169,200	187,163		465,086
General and administrative expenses				423,620	423,620
Total direct Expo Center expenses	108,723	169,200	187,163	423,620	888,706
Net income (loss) from operations	(4,464)	59,938	141,155	(418,945)	(222,316)
Net income (loss) year to date	\$ (4,464)	\$ 59,938	\$ 141,155	\$ (418,945)	\$ (222,316)

<u>Expo Center Operations</u>	Year To Date 10/31/2016	Year To Date 10/31/2016	Year To Date 10/31/2016	Year To Date 10/31/2016	Year to Date 10/31/2016
	<u>Speedway</u>	<u>Facilities</u>	<u>Grand Arena</u>	<u>General and Admin.</u>	<u>Totals</u>
Total revenues	\$ 153,759	\$ 226,876	\$ 230,872	\$ 3,719	\$ 615,226
Expenses:					
Direct Expo Center expenses	188,390	112,622	202,346		503,358
General and administrative expenses				342,821	342,821
Total direct Expo Center expenses	188,390	112,622	202,346	342,821	846,179
Net income (loss) from operations	(34,631)	114,254	28,526	(339,102)	(230,953)
Net income (loss) year to date	\$ (34,631)	\$ 114,254	\$ 28,526	\$ (339,102)	\$ (230,953)

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY
CITY OF INDUSTRY

EXECUTIVE SUMMARY
FINANCIAL STATEMENTS
OCTOBER 31, 2017

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 October 31, 2017 amounted to \$8,769,709. 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 October 31, 2017. It is the accounting policy of the CRIA to record annual depreciation expense subsequent to the completion of the June 30, 2018 annual audit.

Capital Projects Operations

The capital projects fund reflects expenditures for capital improvements and operational costs. Operational costs include Board and staff salaries, professional services and miscellaneous items.

At October 31, 2017, our financial statements reflect the following activity:

<u>Capital Projects Fund</u>	<u>Month Ended</u> <u>10/31/2017</u>	<u>Year To Date</u> <u>10/31/2017</u>	<u>Annual Budget</u> <u>2017-2018</u>	<u>% of Annual</u> <u>Budget</u>
Total revenues	\$ 400	\$ 740	\$ 610	121%
Expenditures				
General and administrative expenses	52,176	102,532	330,675	31%
Total expenses	52,176	102,532	330,675	31%
Net loss	\$ (51,776)	\$ (101,792)	\$ (330,065)	31%

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY
CITY OF INDUSTRY

BALANCE SHEET
AS OF OCTOBER 31, 2017

		Capital Projects	Expo Center
ASSETS			
CURRENT ASSETS:			
Cash and cash equivalents	\$	33,989	\$ 114,820
Investments		148,496	-
Accounts receivable, net		-	8,963
Prepaid insurance		-	7,464
Prepaid expenses		-	
Inventories		-	56,459
Deposits		-	3,000
Total current assets		182,485	190,706
CAPITAL ASSETS, net		150,668	8,769,709
Total assets	\$	333,153	\$ 8,960,415
LIABILITIES AND FUND EQUITY			
CURRENT LIABILITIES:			
Accounts payable		-	36,352
Sales tax payable		-	2,882
Advance rental payments		-	143,866
Security deposits		-	57,580
Total current liabilities		-	240,680
FUND EQUITY:			
Fund balance		333,153	8,719,735
Total liabilities and fund equity	\$	333,153	\$ 8,960,415

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY
CITY OF INDUSTRY

STATEMENT OF OPERATIONS
FOR THE MONTH AND YEAR TO DATE ENDED OCTOBER 31, 2017

	CAPITAL PROJECTS				EXPO CENTER				
	MONTH ENDED	YEAR TO DATE	2017-2018 ANNUAL BUDGET	% OF ANNUAL BUDGET	MONTH ENDED	YEAR TO DATE	2017-2018 ANNUAL BUDGET	% OF ANNUAL BUDGET	
	10/31/2017	10/31/2017			10/31/2017	10/31/2017			
REVENUES:									
Expo center revenues	\$	\$	\$		\$ 68,924	\$ 666,390	\$ 1,679,605	40%	
Other revenues	400	740	610	121%					
Total revenues	400	740	610	121%	68,924	666,390	1,679,605	40%	
EXPENDITURES:									
General and administrative expenses	52,176	102,532	330,675	31%	99,712	423,620	1,118,985	38%	
Operating expenses					37,256	465,086	1,248,765	37%	
Total expenses	52,176	102,532	330,675	31%	136,968	888,706	2,367,750	38%	
EXCESS OF EXPENDITURES OVER									
REVENUES	(51,776)	(101,792)	(330,065)	31%	(68,044)	(222,316)	(688,145)	32%	
OTHER FINANCING SOURCES	25,509	160,357	330,675	48%	33,764	192,764	688,145	28%	
(EXCESS OF EXPENDITURES OVER REVENUES AND OTHER FINANCING SOURCES)/EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER EXPENDITURES									
	(26,267)	58,565	\$ 610		(34,280)	(29,552)	\$ -		
Fund balance, beginning	359,420	274,588			8,754,015	8,749,287			
Fund balance, ending	\$ 333,153	\$ 333,153			\$ 8,719,735	\$ 8,719,735			

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY
CITY OF INDUSTRY

INDUSTRY HILLS EXPO CENTER
STATEMENT OF CASH FLOWS
FOR THE FOUR MONTHS ENDED OCTOBER 31, 2017

		AMOUNT
CASH FLOWS FROM OPERATING ACTIVITIES		
	Net loss before transfers and other credits	\$ (222,316)
	Adjustments to reconcile net loss to net cash used in operating activities:	
	Change in operating assets and liabilities	
	Accounts receivable, net	35,599
	Prepaid insurance	551
	Prepaid expenses	39,425
	Inventories	(8,555)
	Accounts payable	(56,675)
	Sales tax payable	629
	Advance rental payments	1,200
	Security deposits	7,508
	Net cash used in operating activities	(202,634)
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES		
	Other financing sources	192,764
	NET CHANGE IN CASH	(9,870)
	Cash at July 1, 2017	124,690
	Cash at October 31, 2017	\$ 114,820

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY
CITY OF INDUSTRY

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INDUSTRY HILLS EXPO CENTER
SCHEDULE OF REVENUES AND EXPENSES
FOR THE MONTH AND YEAR TO DATE ENDED OCTOBER 31, 2017 AND 2016

	MONTH ENDED 10/31/2017	YEAR TO DATE 10/31/2017	ANNUAL BUDGET 2017-2018	% OF ANNUAL BUDGET	MONTH ENDED 10/31/2016	YEAR TO DATE 10/31/2016
Expo Center Operations						
Revenues						
Facilities rentals	\$ 27,345	\$ 103,876	\$ 308,160	34%	\$ 20,374	\$ 104,261
Facilities rentals - bar sales	27,656	97,346	284,825	34%	19,974	95,942
Facilities - security	4,855	17,216	57,730	30%	3,959	20,346
Facilities - food	1,773	6,200	4,055	153%	147	564
Facilities - insurance	1,300	4,500	14,900	30%	1,300	5,600
Facilities - other	-	-	960	0%	-	163
Grand Arena - special events rentals	2,500	26,600	79,835	33%	1,600	21,000
Grand Arena - outdoor arena rentals	1,500	1,500	3,045	49%	-	-
Grand Arena - show barn stall rentals	-	19,683	34,150	58%	1,005	13,580
Grand Arena - shaving sales	-	1,667	4,665	36%	60	1,478
Grand Arena - security	-	23,013	35,865	64%	1,122	13,270
Grand Arena - trailer parking	-	2,325	9,055	26%	-	2,150
Grand Arena - bar sales	-	197,463	264,360	75%	35,547	135,821
Grand Arena - food	-	16,564	123,795	13%	3,506	17,658
Grand Arena - feed sales	-	-	465	0%	111	239
Grand Arena - other	990	39,503	126,695	31%	2,616	25,676
Speedway - Merchandise	-	4,424	12,890	34%	-	6,906
Speedway - Bar	-	26,523	68,075	39%	-	38,344
Speedway - Prize Money	-	11,976	40,465	30%	-	17,911
Speedway - General Admission	-	31,252	71,070	44%	-	37,222
Speedway - Concessions	-	20,356	63,960	32%	-	35,027
Speedway - Parking	-	9,009	22,170	41%	-	12,575
Speedway - Other	-	719	39,175	2%	12	5,774
G&A- Other	1,005	4,675	9,240	51%	667	3,719
Total revenues	68,924	666,390	1,679,605	40%	92,000	615,226
Expo expenses						
Cost of sales	7,175	61,789	154,800	40%	17,450	69,828
Bar supplies	273	17,751	5,855	303%	1,111	2,229
Promotional banquet	829	5,888	23,680	25%	1,793	9,674
Feed	-	-	690	0%	-	-
Contract labor/wages	32,005	200,990	455,660	44%	20,484	109,801
Furniture/fixtures & equipment	-	-	30,110	0%	928	7,133
Facilities - insurance	-	5,201	10,600	49%	1,400	3,401
Miscellaneous	-	253	32,800	1%	2,440	16,776
Promotional	2,649	16,681	96,280	17%	1,793	35,010
Property maintenance	(14,888)	(8,981)	23,190	-39%	-	18,271
Repairs and maintenance	-	1,656	-	0%	-	-
Security - Grand Arena	-	30,635	53,900	57%	1,071	22,113
Security - Facilities	5,571	17,954	49,490	36%	3,265	18,417
Security - Speedway	-	5,797	26,060	22%	-	16,464
Shavings	(3,746)	2,145	4,315	50%	1,269	2,674
Supplies	4,462	20,308	41,040	49%	4,579	16,979
Equipment rental	-	77	1,390	6%	74	299
Special event concessions	-	5,262	41,510	13%	1,810	19,960
Bad debt	750	3,000	-	0%	2,250	2,195
Speedway- Concessions	-	5,223	21,450	24%	-	-
Speedway- Merchandise	46	1,397	13,815	10%	-	1,424
Speedway- Insurance	1,244	4,976	13,470	37%	335	5,796
Speedway - Prize money	-	24,560	54,595	45%	-	36,005
Speedway- Outside services/contract labor	886	42,524	94,065	45%	447	88,909
Total Expo expenses	37,256	465,086	1,248,765	37%	62,499	503,358
Operating income before direct						
G & A and CRIA indirect expenses	31,668	201,304	430,840	47%	29,501	111,868

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY
CITY OF INDUSTRY

Schedule 1
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INDUSTRY HILLS EXPO CENTER
SCHEDULE OF REVENUES AND EXPENSES
FOR THE MONTH AND YEAR TO DATE ENDED OCTOBER 31, 2017 AND 2016

	MONTH ENDED	YEAR TO DATE	ANNUAL	% OF	MONTH ENDED	YEAR TO DATE
	10/31/2017	10/31/2017	BUDGET	ANNUAL	10/31/2016	10/31/2016
			2017-2018	BUDGET		
<u>Expo Center Operations</u>						
Direct general and administrative expenses						
Office supplies	1,849	1,849	620	298%	-	-
Travel and meetings	-	-	3,505	0%	41	237
Dues, subscriptions, books, etc.	30	1,384	1,285	108%	-	975
Equipment rental/lease	349	2,214	7,055	31%	340	1,443
Employee training	-	-	1,960	0%	-	-
Furniture/fixtures & equipment	-	542	5,710	9%	-	-
Telephone	1,306	5,196	18,970	27%	1,278	6,131
Postage	-	1,014	9,005	11%	585	3,989
Miscellaneous	1,657	9,262	17,755	52%	234	4,846
Professional services	22,926	86,227	209,140	41%	12,036	48,730
Repairs and equipment	(7,850)	4,396	41,095	11%	2,369	11,060
Vehicle expenses	-	13,444	26,225	51%	2,323	13,518
Insurance and bonds	-	-	12,095	0%	-	-
Supplies	3,085	19,824	47,555	42%	5,891	19,019
Contract labor/administrative wages	53,071	170,353	400,000	43%	21,434	117,541
Property maintenance	9,034	45,021	168,395	27%	19,496	56,292
Utilities	14,255	62,894	148,615	42%	14,524	59,040
Total direct general and administrative expenses	99,712	423,620	1,118,985	38%	80,551	342,821
Expo Center operating loss	\$ (68,044)	\$ (222,316)	\$ (688,145)	32%	\$ (51,050)	\$ (230,953)

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY
CITY OF INDUSTRY

Schedule 2

CAPITAL PROJECTS FUND
SCHEDULE OF REVENUES AND EXPENDITURES
FOR THE MONTH AND YEAR TO DATE ENDED OCTOBER 31, 2017

	MONTH ENDED	YEAR TO DATE	ANNUAL	
REVENUES	10/31/2017	10/31/2017	BUDGET	% OF ANNUAL
			2017-2018	BUDGET
Other revenues	\$ 400	\$ 740	\$ 610	121%
GENERAL AND ADMINISTRATIVE EXPENSES				
Salaries - board	2,835	11,339	42,525	27%
Payroll taxes	-	-	2,425	0%
Miscellaneous	45	97	500	19%
Medicare/disability	41	164	625	26%
PARS - ARS	106	425	1,600	27%
Legal	-	-	5,000	0%
Professional services	5,000	5,000	88,000	6%
Accounting	2,350	2,498	16,000	16%
Planning, Survey and Design	-	-	10,000	0%
Vehicle expenses	968	1,550	6,000	26%
Advertising and Printing	-	-	2,000	0%
General engineering	-	-	30,000	0%
Property maintenance	40,761	81,250	80,000	102%
Insurance and bonds	-	-	45,000	0%
Utilities	70	209	1,000	21%
Total general and administrative expenses	52,176	102,532	330,675	31%
EXCESS OF EXPENDITURES OVER				
REVENUES	\$ (51,776)	\$ (101,792)	\$ (330,065)	31%

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 6.3



CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

MEMORANDUM

TO: Chairman and Members of the Boards of Directors Civic-Recreational-Industrial Authority

FROM: Paul J. Philips, Executive Director *Paul J. Philips*

STAFF: Alex Gonzalez, Director of Development Services and Administration *AG*
Kristen Weger, Management Analyst III

DATE: December 13, 2017

SUBJECT: Consideration of a Professional Services Agreement with Bonham/Wills & Associates to conduct a naming and property rights analysis of operations, in an amount not to exceed \$15,000.00 from December 13, 2017 to December 13, 2018

Background:

Civic-Recreational-Industrial Authority ("CRIA") staff requested a proposal from Bonham/Wills & Associates ("BWA") to conduct a naming and property rights analysis of operations of the Industry Hills Expo Center ("Expo Center"), and prepare a report.

Discussion:

BWA is a global sports and entertainment marketing firm that is recognized by both the property and corporate world for providing sponsorship evaluation, negotiations, sales, and strategic consulting services. They propose to establish the market value of a naming rights package, develop a strategy that will maximize revenue, and evaluate the current sponsorship platform and packages in relation to the real-world value of the associated assets for the Expo Center. They will also provide the Expo Center with a recommendation and strategy for how to move forward in regards to all media, sponsorship, philanthropic, facilities, and equipment related assets. BWA will provide to CRIA a naming rights and property analysis report upon completion of their review.

CRIA staff is requesting consideration of a Professional Services Agreement with Bonham/Wills & Associates to provide the above-mentioned services.

Fiscal Impact:

Appropriate \$15,000.00 from CRIA Fund Reserves to CRIA – Administration City – Professional Services (Account No. 360.800.5120.01) for the Professional Services Agreement with Bonham/Wills & Associates.

Recommendation:

- 1.) Staff recommends that the Civic-Recreational-Industrial Authority approve the Professional Services Agreement with Bonham/Wills & Associates, dated December 13, 2017; and
- 2.) Appropriate \$15,000.00 from CRIA Fund Reserves to CRIA – Administration City – Professional Services (Account No. 360.800.5120.01) for the Professional Services Agreement with Bonham/Wills & Associates.

Exhibit:

- A. Professional Services Agreement with Bonham/Wills & Associates, dated December 13, 2017
-

PJP/AG/KW:af

EXHIBIT A

Professional Services Agreement with Bonham/Wills & Associates,
dated December 13, 2017

[Attached]

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of December 13, 2017 (“Effective Date”), between the Civic-Recreational-Industrial Authority, a public body (“CRIA”) and Bonham/Wills & Associates, a British Columbia corporation (“Consultant”). The 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 13, 2018, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

(a) Consultant shall perform the tasks (“Services”) described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. (“Scope of Services”). Tasks other than those specifically described in the Scope of Services shall not be performed without prior written approval of the CRIA. The Services shall be performed by Consultant, unless prior written approval is first obtained from the 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 the CRIA and in a first-class manner in conformance with the standards of quality normally observed by an entity providing inventory, valuation and analysis for property naming rights, 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 the CRIA. If Consultant was an employee, agent, appointee, or official of the 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 the 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 shall represent the 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) The CRIA agrees to pay Consultant 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 Fifteen Thousand dollars (\$15,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the 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) Upon acceptance of the final report by CRIA, Consultant shall submit a final invoice for actual services performed. Payment shall be made within thirty (30) days of receipt of the invoice as to all non-disputed fees. If the 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) The 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 the 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, the 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 the CRIA. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to the 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 the CRIA and may be used, reused, or otherwise disposed of by the CRIA without the permission of the Consultant. With respect to computer files, Consultant shall make available to the CRIA, at the Consultant's office, and upon reasonable written request by the 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 the 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 the 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 the 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 the CRIA at Consultant's cost or at CRIA's option, to reimburse the 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 the 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 the 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 the 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 the CRIA. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the CRIA, or bind the 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.

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. The 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 the 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 the 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 the 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 Services 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 Services 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 the 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 the 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 the CRIA, unless Consultant is prohibited by law from informing the 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 the 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 Recreation Industrial Authority
15625 E. Stafford, Suite 100
City of Industry, CA 91744

Attention: Executive Director

With a Copy To: James M. Casso, CRIA General Counsel

Casso & Sparks, LLP
13200 Crossroads Parkway North, Suite 345
City of Industry, CA 91746

To Consultant: Thomas A. Wills, President & CEO
Bonham/Wills & Associates
1055 East Flamingo Road
Las Vegas, NV 89119

16. ASSIGNMENT

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

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

17. GOVERNING LAW/ATTORNEYS' FEES

The 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.

18. ENTIRE AGREEMENT

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

19. SEVERABILITY

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

20. COUNTERPARTS

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

21. CAPTIONS

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

22. WAIVER

The waiver by 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.

23. REMEDIES

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

all of such other rights, powers or remedies.

24. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

“CRIA”
Civic-Recreational-Industrial Authority

“CONSULTANT”
Bonham/Wills & Associates

By: _____
Paul J. Philips, Executive Director

By: 
Thomas A. Wills, President & CEO

Attest:

By: _____
Diane M. Schlichting, Assistant 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 conduct a review and naming rights and property rights analysis of operations of the Industry Hills Expo Center ("Expo Center"), and prepare a report as set forth herein:

Naming rights and property analysis review shall include but is not limited to the following:

- Identify all sponsorship assets and exposure opportunities available for a naming rights sponsor through the Expo Center;
- Document, summarize and communicate the quantifiable value of the Expo Center's major naming rights packages/assets;
- Analyze the Expo Center's current revenue (related to media, sponsorship, etc.) in relation to the current market value;
- Analyze trends in sponsorship and media, as well as the California marketplace with a goal of understanding the value of the naming rights today, in 10 years, and in 20 years;
- Assist, if requested to do so, the Expo Center in the preparation of the sales campaign of the comprehensive and integrated naming rights packages, including recommendations for staffing, timeline, and industry categories to approach, if the Expo Center were to take on the sponsorship sales campaign internally;
- Provide Staff with recommendations for unforeseen revenue opportunities within the naming rights package, as well as their sponsorship portfolio as a whole;
- Provide strategic recommendations on the most effective way to maximize and market sponsorship assets; and
- Provide Staff with a solid foundation for negotiations.

Naming Rights and Property Analysis Report:

The naming rights and property analysis report shall include, but is not limited to:

- An executive summary of Consultant's findings;
- All sponsorship assets and exposure opportunities available for a naming rights sponsor through the Expo Center
- Information regarding the quantifiable value of the Expo Center's major naming rights packages/assets
- An analysis of the Expo Center's current revenue (related to media, sponsorship, etc.) in relation to the current market value
- An analysis of in sponsorship and media, as well as the California marketplace with a goal of understanding the value of the naming rights today, in 10 years, and in 20 years;
- If requested to do so, provide a sales campaign of the comprehensive and integrated naming rights packages, including recommendations for staffing, timeline, and industry categories to approach, if CRIA were to take on the sponsorship sales campaign internally

- Recommendations for unforeseen revenue opportunities within the naming rights package, as well as sponsorship portfolio as a whole
- Strategic recommendations on the most effective way to maximize and market sponsorship assets; and
- Provide a solid foundation for negotiations.
- An overview of the Expo Center and related properties in terms of their position as a sponsorship property;
- Consultant's methodology and findings;
- The Expo Center's estimated sponsorship revenue potential report;
- Recommendations on sponsor strategy (industry categories, etc.);
- Additional recommendations pertaining to the properties and the future of the sponsorship industry and naming rights as a whole;
- A comprehensive index of all values pertaining to all exposure opportunities; and
- A summary of Consultant's findings.

EXHIBIT B

RATE SCHEDULE

Consultant shall be compensated Fifteen Thousand Dollars (\$15,000.00) for the Services set forth herein upon completion of the report.

The City shall pay the Consultant as follows:

\$5,000.00 due upon execution of the agreement; and

\$10,000 due upon the submission of the final report, as set forth in Section 4 of this Agreement.

CRIA shall reimburse Consultant its actual costs for airfare, hotel accommodations, car rental, photocopying, postage and graphics, upon submittal of evidence of said costs along with the monthly invoice, as set forth in the agreement. All travel shall be via economy class and shall not exceed three percent (3%) of the total contract amount.

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 the 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 the 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 the 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, the 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 the 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 Services who is brought onto or involved in the Services 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 Services will be submitted to CRIA for review.

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

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

Timely notice of claims. Consultant shall give the 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.