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# ***Civic-Recreational-Industrial Authority***



Special Meeting Agenda  
June 30, 2020

9:00 a.m.

Chairman Larry Hartmann  
Vice Chairman John Karns  
Board Member Sean Lee  
Board Member Bob Lindsey  
Board Member Ronald Whittlemore

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

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**Addressing the Authority:**

## **NOTICE OF TELEPHONIC MEETING:**

- ***Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the special meeting of the Civic-Recreational-Industrial Authority Meeting shall be held telephonically. Members of the public shall be able to attend the meeting telephonically, and offer public comment by calling the following conference call number: 657-204-3264, and entering the following Conference ID: 543 941 585#. Please be advised that pursuant to the Executive Order, and to ensure the health and safety of the public, Council Chambers will not be open for the meeting, and all public participation must occur by telephone at the number set forth above. Pursuant to the Executive Order, and in compliance with the Americans with Disabilities Act, if you need special assistance to participate in the CRIA meeting (including assisted listening devices), please contact the City Clerk's Office at (626) 333-2211 by 5:00 p.m. on Friday, June 26, 2020, to ensure that reasonable arrangements can be made to provide accessibility to the meeting.***

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**Addressing the Authority:**

**Public Comments (Agenda Items Only):** During public comments, if you wish to address the Authority during this Special Meeting, under Government Code Section 54954.3(a), you may only address the legislative bodies concerning any item that has been described in the notice for the Special Meeting.

**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 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. Roll Call
4. Public Comments

5. **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 (CRIA) Board, the public, or staff request specific items be removed from the Consent Calendar for separate action.

- 5.1 Consideration of the minutes of the May 13, 2020 regular meeting and the June 10, 2020 regular meeting

*RECOMMENDED ACTION: Approve as submitted.*

6. **BOARD MATTERS**

- 6.1 **Consideration of Resolution No. CRIA 2020-02 – A RESOLUTION OF THE CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY (“CRIA”) ADOPTING THE FISCAL YEAR 2020-21 CRIA BUDGET**

*RECOMMENDED ACTION: Adopt Resolution No. CRIA 2020-02.*

- 6.2 **Consideration of Resolution No. CRIA 2020-03 – A RESOLUTION OF THE CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY APPROVING BLANKET PURCHASE ORDERS FOR VENDORS TOTALING \$10,000.00 AND OVER FOR FY 2020-2021**

*RECOMMENDED ACTION: Adopt Resolution No. CRIA 2020-03.*

- 6.3 Consideration of a License Agreement with the County of Los Angeles for use of the modular office located at the Industry Expo Center for mounted enforcement detail

*RECOMMENDED ACTION: Approve the Agreement.*

7. **EXECUTIVE DIRECTOR COMMUNICATIONS**

8. Adjournment. Next regular meeting: Wednesday, July 8, 2020 at 9:00 a.m.

*CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY*

ITEM NO. 5.1

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CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY  
REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
MAY 13, 2020  
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The Regular Meeting of the Civic-Recreational-Industrial Authority of the City of Industry, California, was called to order by Chairman Larry Hartmann at 9:00 a.m., telephonically using Conference Call Number, 657-204-3264, Conference ID: 423 886 570#.

**FLAG SALUTE**

The flag salute was led by Chairman Larry Hartmann.

**ROLL CALL**

PRESENT: Larry Hartmann, Chairman  
John Karns, Vice Chairman  
Sean Lee, Board Member  
Bob Lindsey, Board Member  
Ronald Whitemore, Board Member

STAFF PRESENT: Troy Helling, City Manager; Bing Hyun, Assistant City Manager; James M. Casso, General Counsel; Julie Robles, Secretary; and Lynn Thompson, Administrative Technician II.

**PUBLIC COMMENTS**

There were none.

**CONSENT CALENDAR**

**5.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR APRIL 8, 2020**

*RECOMMENDED ACTION:* *Ratify the Register of Demands.*

**5.2 CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED BY THE FINANCE DEPARTMENT FOR MAY 13, 2020**

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

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**5.3 CONSIDERATION OF THE MINUTES OF THE MARCH 11, 2020 REGULAR MEETING**

*RECOMMENDED ACTION:* *Approve as submitted.*

MOTION BY VICE CHAIRMAN KARNs AND SECOND BY BOARD MEMBER WHITTEMORE TO APPROVE THE CONSENT CALENDAR. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	LEE, LINDSEY, WHITTEMORE, VC/KARNs, C/HARTMANN
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	NONE
ABSTAIN:	BOARD MEMBERS:	NONE

**BOARD MATTERS**

**6.1 UPDATE ON THE EXPO CENTER**

*RECOMMENDED ACTION:* *Receive and file.*

Expo Facilities Operations Manager Cory C. Moss, informed the Board Members of the activities that occurred and that are occurring at the Expo Center and was available to answer any questions.

MOTION BY BOARD MEMBER WHITTEMORE AND SECOND BY BOARD MEMBER LEE TO RECEIVE AND FILE. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	LEE, LINDSEY, WHITTEMORE, VC/KARNs, C/HARTMANN
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	NONE
ABSTAIN:	BOARD MEMBERS:	NONE

**6.2 CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED BY CNC EQUESTRIAN MANAGEMENT SERVICES FOR THE INDUSTRY HILLS EXPO CENTER FOR MARCH 2020**

*RECOMMENDED ACTION:* *Receive and file.*

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MOTION BY VICE CHAIRMAN KARNs AND SECOND BY BOARD MEMBER WHITTEMORE TO RECEIVE AND FILE. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	LEE, LINDSEY, WHITTEMORE, VC/KARNs, C/HARTMANN
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	NONE
ABSTAIN:	BOARD MEMBERS:	NONE

**6.3 PRESENTATION AND DISCUSSION REGARDING THE CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY'S FINANCIAL REPORT FOR JANUARY 31, 2020 AND FEBRUARY 29, 2020**

*RECOMMENDED ACTION:* *Receive and file the report.*

Dean Yamagata from Frazier, LLP provided a staff report and was available to answer any questions.

MOTION BY BOARD MEMBER LINDSEY AND SECOND BY VICE CHAIRMAN KARNs TO RECEIVE AAND FILE THE REPORT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	LEE, LINDSEY, WHITTEMORE, VC/KARNs, C/HARTMANN
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	NONE
ABSTAIN:	BOARD MEMBERS:	NONE

**6.4 PRESENTATION AND DISCUSSION REGARDING SELECTION OF A PROPOSED AUDITING FIRM, AND CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE AUTHORITY AND WHITE NELSON DIEHL EVANS, LLP**

*RECOMMENDED ACTION:* *Approve the Agreement.*

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

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MOTION BY VICE CHAIRMAN KARNs AND SECOND BY BOARD MEMBER LEE TO APPROVE THE AGREEMENT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES: BOARD MEMBERS: LEE, LINDSEY, WHITTEMORE, VC/KARNs,  
C/HARTMANN  
NOES: BOARD MEMBERS: NONE  
ABSENT: BOARD MEMBERS: NONE  
ABSTAIN: BOARD MEMBERS: NONE

**6.5 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH MELZER DECKERT RUDER ARCHITECTS, INC. TO PROVIDE DESIGN SERVICES FOR THE PAVILION BUILDING UPGRADES AT THE INDUSTRY HILLS EXPO CENTER, FOR AN AMOUNT NOT-TO-EXCEED \$199,400.00, THROUGH DECEMBER 31, 2021**

*RECOMMENDED ACTION:* *Approve the Agreement.*

Director of Public Works/City Engineer, Josh Nelson provided a staff report and was available to answer any questions.

MOTION BY BOARD MEMBER WHITTEMORE AND SECOND BY VICE CHAIRMAN KARNs TO APPROVE THE AGREEMENT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES: BOARD MEMBERS: LEE, LINDSEY, WHITTEMORE, VC/KARNs,  
C/HARTMANN  
NOES: BOARD MEMBERS: NONE  
ABSENT: BOARD MEMBERS: NONE  
ABSTAIN: BOARD MEMBERS: NONE

**6.6 CONSIDERATION OF A MAINTENANCE SERVICES AGREEMENT WITH OCEAN BLUE ENVIRONMENTAL SERVICES, INC. FOR ON-CALL HAZARDOUS WASTE REMOVAL AND CLEAN UP SERVICES IN AN AMOUNT NOT-TO-EXCEED \$25,000.00 THROUGH MARCH 26, 2025**

*RECOMMENDED ACTION:* *Approve the Agreement.*



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Director of Public Works/City Engineer, Josh Nelson provided a staff report and was available to answer any questions.

MOTION BY BOARD MEMBER LINDSEY AND SECOND BY VICE CHAIRMAN KARNs TO APPROVE THE AGREEMENT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	LEE, LINDSEY, WHITTEMORE, VC/KARNs, C/HARTMANN
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	NONE
ABSTAIN:	BOARD MEMBERS:	NONE

**6.7 CONSIDERATION OF AWARD OF CONTRACT NO. EXPO-2126, LIGHTING AND ELECTRICAL IMPROVEMENTS AT EXPO CENTER PARKING LOTS, TO VT ELECTRIC, INC. IN AN AMOUNT NOT TO EXCEED \$305,333.00**

*RECOMMENDED ACTION:* Award the contract to VT Electric, Inc. in the amount of \$305,333.00, and adopt a Notice of Exemption for the project.

Director of Public Works/City Engineer, Josh Nelson provided a staff report and was available to answer any questions.

MOTION BY BOARD MEMBER WHITTEMORE AND SECOND BY VICE CHAIRMAN KARNs TO AWARD THE CONTRACT TO VT ELECTRIC, INC. IN THE AMOUNT OF \$305,333.00, AND ADOPT A NOTICE OF EXEMPTION FOR THE PROJECT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	LEE, LINDSEY, WHITTEMORE, VC/KARNs, C/HARTMANN
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	NONE
ABSTAIN:	BOARD MEMBERS:	NONE

**EXECUTIVE DIRECTOR COMMUNICATIONS**

City Manager Troy Helling said to plan on the next meeting being done the same way, via teleconferencing. Wished everyone to stay safe.

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**ADJOURNMENT**

There being no further business, the Civic-Recreational-Industrial Authority adjourned at 9:38 a.m.

\_\_\_\_\_  
Larry Hartmann, Chairman

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Julie Robles, Secretary

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CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY  
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The Regular Meeting of the Civic-Recreational-Industrial Authority of the City of Industry, California, was called to order by Chairman Larry Hartmann at 9:03 a.m., telephonically using Conference Call Number, 657-204-3264, Conference ID: 955 368 876#.

**FLAG SALUTE**

The flag salute was led by Chairman Larry Hartmann.

**ROLL CALL**

PRESENT: Larry Hartmann, Chairman  
John Karns, Vice Chairman  
Sean Lee, Board Member  
Bob Lindsey, Board Member  
Ronald Whitemore, Board Member

STAFF PRESENT: Troy Helling, City Manager; Bing Hyun, Assistant City Manager; James M. Casso, General Counsel; Julie Robles, Secretary; and Lynn Thompson, Administrative Technician II.

**PUBLIC COMMENTS**

There were none.

**CONSENT CALENDAR**

**5.1 CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED BY THE FINANCE DEPARTMENT FOR JUNE 10, 2020**

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

MOTION BY BOARD MEMBER LEE AND SECOND BY BOARD MEMBER WHITEMORE TO APPROVE THE REGISTER OF DEMANDS AND AUTHORIZE THE APPROPRIATE PERSONNEL TO PAY THE BILLS. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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AYES: BOARD MEMBERS: LEE, LINDSEY, WHITTEMORE, VC/KARNS,  
C/HARTMANN  
NOES: BOARD MEMBERS: NONE  
ABSENT: BOARD MEMBERS: NONE  
ABSTAIN: BOARD MEMBERS: NONE

**BOARD MATTERS**

**6.1 UPDATE ON THE EXPO CENTER**

*RECOMMENDED ACTION: Receive and file.*

Expo Facilities Operations Manager Cory C. Moss, shared photos of the upgrades that are in process at the Expo Center and shared that 23 banquet events, 8 arena events have been cancelled due to COVID-19 along with the speedway racing event that usually starts on May 1<sup>st</sup>.

MOTION BY BOARD MEMBER LINDSEY AND SECOND BY VICE CHAIRMAN KARNS TO RECEIVE AND FILE. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES: BOARD MEMBERS: LEE, LINDSEY, WHITTEMORE, VC/KARNS,  
C/HARTMANN  
NOES: BOARD MEMBERS: NONE  
ABSENT: BOARD MEMBERS: NONE  
ABSTAIN: BOARD MEMBERS: NONE

**6.2 CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED BY CNC EQUESTRIAN MANAGEMENT SERVICES FOR THE INDUSTRY HILLS EXPO CENTER FOR APRIL 2020**

*RECOMMENDED ACTION: Receive and file.*

MOTION BY BOARD MEMBER LEE AND SECOND BY BOARD MEMBER WHITTEMORE TO RECEIVE AND FILE. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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AYES: BOARD MEMBERS: LEE, LINDSEY, WHITTEMORE, VC/KARNS,  
C/HARTMANN  
NOES: BOARD MEMBERS: NONE  
ABSENT: BOARD MEMBERS: NONE  
ABSTAIN: BOARD MEMBERS: NONE

**6.3 PRESENTATION AND DISCUSSION REGARDING THE CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY'S FINANCIAL REPORT FOR MARCH 31, 2020**

*RECOMMENDED ACTION: Receive and file the report.*

Dean Yamagata from Frazier, LLP provided a staff report and was available to answer any questions.

MOTION BY VICE CHAIRMAN KARNS AND SECOND BY BOARD MEMBER LINDSEY TO RECEIVE AND FILE THE REPORT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES: BOARD MEMBERS: LEE, LINDSEY, WHITTEMORE, VC/KARNS,  
C/HARTMANN  
NOES: BOARD MEMBERS: NONE  
ABSENT: BOARD MEMBERS: NONE  
ABSTAIN: BOARD MEMBERS: NONE

**6.4 PRESENTATION AND DISCUSSION REGARDING SCHEDULING EVENTS AND IMPROVEMENT PROJECTS AT THE EXPO CENTER**

*RECOMMENDED ACTION: Direct staff to cancel all events at the Expo Center for the remainder of the 2020 calendar year and direct the Executive Director to proceed with public bids for improvement projects.*

City Manager Troy Helling, provided a staff report reviewing the different stages of recovery from COVID-19, based upon the requirements from Los Angeles County.

Los Angeles County is in a modified stage 2 phase of recovery, which includes the opening of retail stores, manufacturing, offices where telework is not possible, outdoor museums and limited personal services.

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Stage 3 includes the opening of tattoo and massage facilities, bars/nightclubs, movie theaters, and schools.

Stage 4, to include entertainment venues, large conventions, and sporting events.

Stage 5 ends the Safer at Home Order.

The Expo Center is not planning to open until the end of the year, therefore staff is open for discussion and to recommend the cancelling of all events at the Expo Center for the remainder of 2020, and to take advantage of the opportunity to fast track improvement projects.

A list of projects include: Sewer design and replacement, improvements to the Avalon Room, building a temporary to permanent event facility in between the size of the Avalon and the Pavilion Rooms, replace the rod iron fence at the Expo Center.

Director of Public Works/City Engineer, Josh Nelson provided slides of the overall site and a rendering of the temporary facility. Two requests today include and authorization to proceed with public bids and to cancel all events at the Expo Center through 2020.

It was mentioned by Cory C. Moss that these projects were previously budgeted, Board Member Lindsey thought it would be prudent to move forward now while the opportunity exists and City Manager Troy Helling mentioned that special meetings may need to be held in order to move these projects along quickly.

MOTION BY BOARD MEMBER LINDSEY AND SECOND BY VICE CHAIRMAN KARNs TO DIRECT STAFF TO CANCEL ALL EVENTS AT THE EXPO CENTER FOR THE REMAINDER OF THE 2020 CALENDAR YEAR AND DIRECT THE EXECUTIVE DIRECTOR TO PROCEED WITH PUBLIC BIDS FOR IMPROVEMENT PROJECTS. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	LEE, LINDSEY, WHITTEMORE, VC/KARNs, C/HARTMANN
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	NONE
ABSTAIN:	BOARD MEMBERS:	NONE

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CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY  
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**6.5 CONSIDERATION OF CHANGE ORDER NO. 1 THROUGH 10 FOR CONTRACT NO. CIP-IH-18-007-B, RESURFACING DESIGN – EXPO CENTER PARKING LOT WITH SIALIC CONTRACTORS CORPORATION DBA SHAWNAN**

*RECOMMENDED ACTION:* *Approve Change Order Nos. 1-4, and 6-10 in the amounts listed, and authorize the Chairman to execute the approved change orders.*

Director of Public Works/City Engineer, Josh Nelson provided a brief update of each change order along with providing photos.

MOTION BY BOARD MEMBER WHITTEMORE AND SECOND BY VICE CHAIRMAN KARNs TO APPROVE CHANGE ORDER NOS. 1-4, AND 6-10 IN THE AMOUNTS LISTED, AND AUTHORIZE THE CHAIRMAN TO EXECUTE THE APPROVED CHANGE ORDERS. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	LEE, LINDSEY, WHITTEMORE, VC/KARNs, C/HARTMANN
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	NONE
ABSTAIN:	BOARD MEMBERS:	NONE

**EXECUTIVE DIRECTOR COMMUNICATIONS**

City Manager Troy Helling, announced that Absolute Security International will be transitioning as the new security service at the Expo Center, starting July 1<sup>st</sup>.

**ADJOURNMENT**

Larry Hartmann closed with a final thought from Albert Einstein. “Logic will get you from A to B, imagination will take you everywhere.”  
There being no further business, the Civic-Recreational-Industrial Authority adjourned at 9:54 a.m.

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Larry Hartmann, Chairman

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Julie Robles, Secretary

*CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY*

ITEM NO. 6.1





# CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

## MEMORANDUM

**TO:** Board of Directors

**FROM:** Troy Helling, Executive Director *TH*

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

**DATE:** June 30, 2020

**SUBJECT:** Consideration of Resolution No. CRIA 2020-02 – A Resolution of the Civic-Recreational-Industrial Authority (“CRIA”) Adopting the FY 2020-2021 CRIA Budget

### Budget Recap

Below is a summary of the revenues and expenses for Civic Recreational Industrial Authority.

CRIA ADMIN AND CRIA EXPO CENTER  
BUDGET COMPARISON TO PRIOR YEAR  
PROPOSED BUDGET 2020-2021

	PROPOSED REVENUES			PROPOSED BUDGETED EXPENDITURES		
	2020-2021	2019-2020	% - CHANGE	2020-2021	2019-2020	% - CHANGE
360 CRIA	1,500	3,010	149%	801,700	527,400	-11%
361 CRIA - EXPO CENTER	898,300	2,541,900	28%	1,974,100	2,692,400	10%
Total CRIA ADMIN AND CRIA EXPO CENTER	899,800	2,544,910	-65%	2,775,800	3,219,800	-14%

Staff has budgeted total revenues for CRIA Administration in the amount of \$1,500.00, and are anticipating \$801,700.00 in expenditures, which mainly include landscape maintenance, security, professional services and general engineering. Expenditures which exceed revenue will be supported by transfers in from the City’s General Fund.

Staff has budgeted total revenues for CRIA Expo Center in the amount of \$898,300.00, and \$1,974,100.00 of expenditures. Budgeted revenues are generated mainly from banquet events, grand arena events and speedway events. Proposed budget expenditures for the Expo Center include contract labor of \$519,100.00 and property maintenance of \$135,400.00. The short fall of expenditures will be supported by transfers in from the CRIA Administration budget.

The proposed expenditures are budgeted assuming normal operations of the Expo Center. Due to recent events related to the Covid 19 pandemic, the stay-at-home orders issued by the Governor and County of Los Angeles, and direction from the CRIA Board, the CRIA Expo Center will not hold any events for the remainder of the calendar year. Based on these circumstances, Staff anticipates returning to the Board in January or February 2021, with a revised mid-year budget for review and consideration.

### **FISCAL IMPACT**

The FY 2020-21 CRIA Budget totals \$2,775,800.00 in expenditures and is funded through by \$899,800.00 in revenues and a \$1,877,500.00 subsidy from the City's General Fund. The FY 2020-21 Capital Budget for the Expo Center totals \$9,500,000.00 and is supported by City funds, as included in the City's FY 2020-21 Adopted CIP Budget.

### **RECOMMENDATION**

Staff recommends that the Board adopt Resolution No. CRIA 2020-02, adopting the Budget for the Civic Recreational Industrial Authority for Fiscal Year 2020-2021.

#### **Attachments:**

1. Resolution No. CRIA 2020-02 – Resolution Approving the FY 2020-21 Proposed CRIA Budget
2. Exhibit A – FY 2020-21 Proposed CRIA Budget Section

**RESOLUTION NO. CRIA 2020-02**

**A RESOLUTION OF THE CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY (“CRIA”) ADOPTING THE FISCAL YEAR 2020-21 CRIA BUDGET**

**WHEREAS**, on June 11, 2020, the City Council of the City of Industry held a Special Budget Workshop meeting and received a presentation on the FY 2020-21 (“FY 2021”) Proposed Operating Budget and FY 2021 Proposed Capital Improvement Program (“CIP”) Budget for the City and all affiliated entities, including CRIA; and

**WHEREAS**, the purpose of the Budget Workshop was to give the City Council an opportunity to thoroughly review the proposed budget, ask questions, and provide comments and direction to Staff in preparation for the budget adoption meeting; and

**WHEREAS**, on June 25, 2020, the City Council adopted the City of Industry’s Operating Budget for FY 21, which included funding for CRIA’s FY 2021 Budget; and

**WHEREAS**, it is necessary for the Board to adopt CRIA’s FY 2021 Budget; and

**WHEREAS**, the CRIA Board received a presentation on the FY 2021 Proposed CRIA Budget and FY 2021 Proposed CRIA-Expo Center Capital Budget on June 30, 2020.

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:**

**Section 1.** The above recitals are true and correct and are incorporated herein by reference.

**Section 2.** The Board hereby adopts the FY 21 Budget, attached hereto as Exhibit A, and incorporated herein by reference.

**Section 3.** The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

**Section 4.** The Secretary shall certify to the passage and adoption of this Resolution and that the same shall be in full force and effect.

**PASSED, APPROVED AND ADOPTED** by the Board of Directors of the Civic-Recreational-Industrial Authority at a special meeting held on June 30, 2020, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

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Larry Hartmann, Chairman

**ATTEST:**

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Julie Gutierrez-Robles, Secretary

**CIVIC RECREATIONAL INDUSTRIAL AUTHORITY AND EXPO CENTER  
PROPOSED ANNUAL BUDGET  
REVENUE DETAIL**

Exhibit A

REVENUE SUMMARY BY FUND		ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 2018-19	ADOPTED BUDGET 2019-20	AMENDED BUDGET 2019-20	ACTUAL 3/31/2020	PROPOSED BUDGET 2020-2021
<b>CRIA</b>								
360-4300.01	4300.01 BANK INTEREST INCOME	\$ 10	\$ 10	\$ -	\$ 10	\$ 10	\$ -	
360-4300.02	4300.02 INVESTMENT INTEREST	1,200	1,200	1,973	3,000	3,000	1,491	1,500
360-4340	4340 RENTAL INCOME	-	-	15	-	-	-	-
	<b>CRIA TOTAL</b>	<b>\$ 1,210</b>	<b>\$ 1,210</b>	<b>\$ 1,988</b>	<b>\$ 3,010</b>	<b>\$ 3,010</b>	<b>\$ 1,491</b>	<b>\$ 1,500</b>
<b>EXPO SPEEDWAY</b>								
361-812-8142	8142 BAR SALES	\$ 53,030	\$ 53,030	\$ 47,986	\$ 50,000	\$ 50,000	\$ 24,264	\$ 33,700
361-812-8165	8165 CONCESSION SALES	42,465	42,465	37,663	40,800	40,800	21,477	28,400
361-812-8156	8156 VENDOR FEE	1,280	1,280	1,117	1,200	1,200	733	1,000
361-812-8157	8157 PARKING FEES	19,725	19,725	16,625	17,400	17,400	8,930	12,900
361-812-4440	4440 MISCELLANEOUS INCOME	2,100	2,100	1,010	1,200	1,200	3,022	1,600
361-812-4510	4510 MERCHANDISE INCOME	9,585	9,585	6,990	6,300	6,300	2,591	7,500
361-812-8140	8140 RIDER PRIZE MONEY	39,140	39,140	34,743	31,100	31,100	12,495	30,200
361-812-8150	8150 SPEEDWAY - GENERAL ADMISSION	69,495	69,495	65,862	74,900	74,900	34,365	51,400
361-812-8179	8179 SPEEDWAY SPONSORSHIPS	40,315	40,315	26,700	19,600	19,600	-	22,500
	<b>EXPO SPEEDWAY TOTAL</b>	<b>\$ 277,135</b>	<b>\$ 277,135</b>	<b>\$ 238,696</b>	<b>\$ 242,500</b>	<b>\$ 242,500</b>	<b>\$ 107,877</b>	<b>\$ 189,200</b>
<b>EXPO BANQUET</b>								
361-814-8141	8141 BANQUET RENTALS	\$ 297,995	\$ 297,995	\$ 355,039	\$ 368,000	\$ 368,000	\$ 171,957	\$ 117,000
361-814-8142	8142 BAR SALES	284,470	284,470	322,324	342,100	342,100	166,552	107,800
361-814-8156	8156 VENDOR FEES	100	100	-	-	-	-	-
361-814-8164	8164 SECURITY REVENUE	53,655	53,655	58,243	55,700	55,700	32,182	24,400
361-814-8165	8165 CONCESSION SALES	20,845	20,845	20,322	19,500	19,500	4,776	5,700
361-814-8168	8168 EQUIPMENT RENTAL - BANQUET	2,230	2,230	2,208	2,900	2,900	1,609	1,000
361-814-8189	8189 BANQUET TULIP INS	13,440	13,440	16,000	16,300	16,300	8,600	5,900
361-814-4440	4440 MISCELLANEOUS INCOME	495	495	2,429	1,500	1,500	3,625	-
	<b>EXPO BANQUET TOTAL</b>	<b>\$ 673,230</b>	<b>\$ 673,230</b>	<b>\$ 776,565</b>	<b>\$ 806,000</b>	<b>\$ 806,000</b>	<b>\$ 389,300</b>	<b>\$ 261,800</b>
<b>EXPO GRAND ARENA</b>								
361-815-8142	8142 BAR SALES	\$ 451,090	\$ 451,090	\$ 445,608	\$ 568,300	\$ 429,300	\$ 232,198	\$ 134,200
361-815-8164	8164 SECURITY REVENUE	63,410	63,410	133,065	138,600	138,600	71,434	44,800
361-815-8165	8165 CONCESSION SALES	104,165	104,165	157,821	159,200	79,200	41,411	51,600
361-815-8168	8168 EQUIPMENT RENTAL - BANQUET	9,150	9,150	24,807	20,300	20,300	9,826	5,600
361-815-4444	4444 MISCELLANEOUS ARENA INCOME	1,495	1,495	19,200	7,300	7,300	7,601	2,600
361-815-8035	8035 SHOW BARN STALL RENTAL	46,410	46,410	44,688	47,200	47,200	22,214	21,000
361-815-8042	8042 LIGHTING	17,135	17,135	23,739	26,500	26,500	10,293	9,200
361-815-8044	8044 AUDIO/VIDEO TECH SUPPORT	6,515	6,515	4,527	5,400	5,400	3,348	200
361-815-8045	8045 RV PARKING	12,890	12,890	15,760	13,300	13,300	8,160	7,200
361-815-8046	8046 GROUND PREP FEE	1,550	1,550	3,133	3,400	3,400	825	700
361-815-8151	8151 ARENA RENTALS	128,625	128,625	221,589	232,600	158,600	93,863	79,000
361-815-8153	8153 SHAVINGS SALES	5,180	5,180	9,961	7,800	7,800	5,255	5,200
361-815-8154	8154 CONCESSION FEES	-	-	-	-	-	-	2,500
361-815-8155	8155 CLEAN UP & TEAR DOWN FEES	2,750	2,750	7,990	8,100	8,100	3,080	1,900
361-815-8156	8156 VENDOR FEE	12,040	12,040	20,396	25,800	25,800	11,887	6,300
361-815-8157	8157 PARKING FEES	154,590	154,590	221,656	194,500	122,500	83,163	65,100
361-815-8158	8158 OUTDOOR ARENA	3,990	3,990	6,950	7,900	7,900	3,500	3,800
361-815-8225	8225 OUTSIDE SERVICE ARENA	-	-	14,562	-	-	2,000	4,500
361-815-8167	8167 FEED SALES	-	-	-	-	-	55	100
	<b>EXPO GRAND ARENA TOTAL</b>	<b>\$ 1,020,985</b>	<b>\$ 1,020,985</b>	<b>\$ 1,375,451</b>	<b>\$ 1,466,200</b>	<b>\$ 1,101,200</b>	<b>\$ 610,112</b>	<b>\$ 445,500</b>
<b>EXPO ADMINISTRATIVE ACCOUNT</b>								
361-816-4440	4440 MISCELLANEOUS INCOME	\$ 9,580	\$ 9,580	\$ 11,948	\$ 13,900	\$ 13,900	\$ 784	\$ 1,800
	<b>EXPO ADMINISTRATIVE TOTAL</b>	<b>\$ 9,580</b>	<b>\$ 9,580</b>	<b>\$ 11,948</b>	<b>\$ 13,900</b>	<b>\$ 13,900</b>	<b>\$ 784</b>	<b>\$ 1,800</b>
	<b>TOTAL EXPO CENTER</b>	<b>\$ 1,980,930</b>	<b>\$ 1,980,930</b>	<b>\$ 2,402,660</b>	<b>\$ 2,528,600</b>	<b>\$ 2,163,600</b>	<b>\$ 1,108,074</b>	<b>\$ 898,300</b>

CIVIC RECREATIONAL INDUSTRY AUTHORITY AND EXPO CENTER  
 PROPOSED ANNUAL BUDGET  
 CRIA EXPENDITURES

OBJECT #	ACCOUNT DESCRIPTION	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 2018-19	ADOPTED BUDGET 2019-20	AMENDED BUDGET 2019-20	ACTUAL 3/31/2020	PROPOSED BUDGET 2020-2021
<b>CRIA ADMINISTRATION CITY</b>								
5011	BOARD SALARIES	\$ 34,760	\$ 34,760	\$ 32,614	\$ 38,000	\$ 38,000	\$ 25,524	\$ 38,000
5027	MEDICARE	500	500	482	600	600	370	600
5030	STATE UNEMPLOYMENT STATE EMPLOYMENT & TRAINING TAX	900	900	-	-	-	-	-
5032		25	25	-	-	-	-	-
5040	PARS - ARS	1,300	1,300	1,223	1,400	1,400	957	1,400
5012	GENERAL INSURANCE AND BONDING	45,000	45,000	24,807	26,000	26,000	-	26,000
5018	OFFICE SUPPLIES & POSTAGE	-	-	-	-	-	341	500
5025	MISCELLANEOUS	500	500	-	-	-	-	-
5068	LANDSCAPE MAINTENANCE	240,000	240,000	314,442	263,000	295,000	202,429	295,000
5120.01	PROFESSIONAL SERVICES	145,000	145,000	111,214	113,000	113,000	64,245	113,000
5120.02	LEGAL SERVICES	5,000	5,000	-	5,000	5,000	5,993	10,000
5120.04	ACCOUNTING SERVICES	-	-	699	1,000	1,000	575	1,000
5130	PLANNING, SURVEY AND DESIGN	-	-	-	-	-	11	-
5900	GENERAL ENGINEERING	30,000	30,000	-	-	-	-	-
8510	PROPERTY MAINTENANCE	80,000	80,000	93,402	71,000	87,000	57,555	87,000
5565	SMALL EQUIPMENTS AND SUPPLIES	-	-	-	-	-	45	-
5610	TRAVEL AND MEETINGS	-	-	107	200	200	-	-
5620	VEHICLE EXPENSES	6,000	6,000	5,985	7,000	7,000	3,877	7,000
5730.01	UTILITIES - GAS	1,000	1,000	756	1,000	1,000	127	1,000
5730.02	UTILITIES - WATER	-	-	18,825	200	21,200	12,997	21,200
5640	ADVERTISING AND PRINTING	2,000	2,000	-	-	-	-	-
6120	SECURITY	-	-	-	-	200,000	-	200,000
9010	FURNITURE, EQUIPMENT AND FIXTURES	-	-	19,511	-	-	26,460	-
<b>TOTAL</b>		<b>\$ 591,985</b>	<b>\$ 591,985</b>	<b>\$ 624,068</b>	<b>\$ 527,400</b>	<b>\$ 796,400</b>	<b>\$ 401,506</b>	<b>\$ 801,700</b>

**CIVIC RECREATIONAL INDUSTRY AUTHORITY AND EXPO CENTER  
PROPOSED ANNUAL BUDGET  
EXPO EXPENDITURES**

<b>OBJECT # ACCOUNT DESCRIPTION</b>	<b>ADOPTED BUDGET 2018-19</b>	<b>AMENDED BUDGET 2018-19</b>	<b>ACTUAL 2018-19</b>	<b>ADOPTED BUDGET 2019-20</b>	<b>AMENDED BUDGET 2019-20</b>	<b>ACTUAL 3/31/2020</b>	<b>PROPOSED BUDGET 2020-2021</b>
<b>CRIA SPEEDWAY</b>							
5630 INSURANCE & BOND	\$ 14,900	\$ 14,900	\$ 15,342	\$ 30,200	\$ 30,200	\$ 8,379	\$ 9,500
5750 SUPPLIES	19,490	19,490	19,354	22,000	22,000	13,928	15,900
5753 CONCESSION SUPPLIES	17,510	17,510	15,891	16,300	16,300	9,026	12,700
5757 PROMOTIONAL EXPENSES	21,620	21,620	11,017	12,700	12,700	996	6,100
5761 COST OF ALCOHOL	10,590	10,590	11,625	11,700	11,700	6,640	9,100
5781 MERCHANDISE	8,705	8,705	7,021	3,500	3,500	-	5,100
5790 MISCELLANEOUS	100	100	2,491	3,500	3,500	392	1,900
6140 SPECIAL SECURITY EXP	14,725	14,725	17,255	18,000	18,000	9,125	13,000
6145 RIDER PRIZE MONEY PAYOUT	52,365	52,365	57,722	45,600	45,600	28,106	45,300
6220 CONTRACT LABOR - CONCESSIONS	53,800	53,800	50,864	51,300	51,300	42,653	56,400
6225 OUTSIDE SERVICE	9,205	9,205	12,116	14,800	14,800	6,618	9,000
9010 FURNITURE, EQUIPMENT & FIXTURES	-	-	449	100	100	-	400
TOTAL	<u>\$ 223,010</u>	<u>\$ 223,010</u>	<u>\$ 221,150</u>	<u>\$ 229,700</u>	<u>\$ 229,700</u>	<u>\$ 125,861</u>	<u>\$ 184,400</u>

**CIVIC RECREATIONAL INDUSTRY AUTHORITY AND EXPO CENTER  
PROPOSED ANNUAL BUDGET  
EXPO EXPENDITURES**

<b>OBJECT # ACCOUNT DESCRIPTION</b>	<b>ADOPTED BUDGET 2018-19</b>	<b>AMENDED BUDGET 2018-19</b>	<b>ACTUAL 2018-19</b>	<b>ADOPTED BUDGET 2019-20</b>	<b>AMENDED BUDGET 2019-20</b>	<b>ACTUAL 3/31/2020</b>	<b>PROPOSED BUDGET 2020-2021</b>
<b>CRIA BANQUET</b>							
6220 CONTRACT LABOR	\$ 269,140	\$ 269,140	\$ 261,095	\$ 254,900	\$ 262,000	\$ 169,763	\$ 98,900
5550 REPAIR AND MAINTENANCE EQUIPMENT	2,000	2,000	1,060	1,500	1,500	212	1,100
5560 EQUIPMENT RENTAL	-	-	2,566	2,700	2,700	4,852	-
5745 SALES TAX - EXPO CENTER	445	445	(55)	-	-	(64)	-
5630 INSURANCE & BOND	-	-	18,100	18,900	18,900	8,100	6,700
8510 PROPERTY MAINTENANCE	8,135	8,135	10,124	4,800	4,800	6,921	13,200
5757 PROMOTIONAL EXPENSES	18,760	18,760	7,222	9,900	9,900	2,128	3,400
5780 BAD DEBT EXPENSE	-	-	-	1,200	1,200	-	-
5790 MISCELLANEOUS	2,100	2,100	2,761	3,800	3,800	-	-
6140 SPECIAL SECURITY EXP	42,350	42,350	66,822	70,700	70,700	41,913	26,800
5750 SUPPLIES	14,080	14,080	14,533	13,700	13,700	11,768	7,100
5753 CONCESSION SUPPLIES	8,420	8,420	8,575	7,800	7,800	1,877	2,600
5754 BAR SUPPLIES	8,060	8,060	879	1,900	1,900	923	-
5761 COST OF ALCOHOL	64,900	64,900	78,087	80,000	80,000	46,483	30,200
6225 O/S SERVICE BANQUETS	-	-	4,212	2,400	2,400	19,745	-
9010 FURNITURE, EQUIPMENT & FIXTURES	3,940	3,940	3,878	4,800	4,800	4,900	-
<b>TOTAL</b>	<u>\$ 442,330</u>	<u>\$ 442,330</u>	<u>\$ 479,859</u>	<u>\$ 479,000</u>	<u>\$ 486,100</u>	<u>\$ 319,522</u>	<u>\$ 190,000</u>



**CIVIC RECREATIONAL INDUSTRY AUTHORITY AND EXPO CENTER  
PROPOSED ANNUAL BUDGET  
EXPO EXPENDITURES**

<b>OBJECT # ACCOUNT DESCRIPTION</b>	<b>ADOPTED BUDGET 2018-19</b>	<b>AMENDED BUDGET 2018-19</b>	<b>ACTUAL 2018-19</b>	<b>ADOPTED BUDGET 2019-20</b>	<b>AMENDED BUDGET 2019-20</b>	<b>ACTUAL 3/31/2020</b>	<b>PROPOSED BUDGET 2020-2021</b>
<b>CRIA GRAND ARENA</b>							
5560 EQUIPMENT RENTAL	\$ 3,485	\$ 3,485	\$ 12,353	\$ 7,500	\$ 7,500	\$ 1,752	\$ 11,700
5750 SUPPLIES	16,850	16,850	20,316	20,400	20,400	12,218	9,300
5753 CONCESSION SUPPLIES	40,530	40,530	66,590	63,500	28,500	15,526	23,300
5754 BAR SUPPLIES	15,390	15,390	5,971	6,900	6,900	3,679	200
5756 AUDIO/VIDEO	2,525	2,525	-	-	-	-	-
5757 PROMOTIONAL EXPENSES	24,580	24,580	10,344	13,200	13,200	3,003	4,400
5761 COST OF ALCOHOL	88,000	88,000	107,955	132,900	132,900	62,425	38,900
5762 COST OF SHAVINGS	5,390	5,390	5,788	4,600	4,600	4,177	2,400
5763 COST OF FEED	-	-	1,750	2,100	2,100	140	100
5780 BAD DEBT EXPENSE	-	-	16,855	12,300	12,300	9,750	8,400
5790 MISCELLANEOUS	1,365	1,365	4,440	2,900	2,900	2,719	600
5800 CONTRACT LABOR - CONCESSIONS	61,000	61,000	95,032	95,800	55,800	35,002	27,300
6140 SPECIAL SECURITY EXP	77,300	77,300	120,138	119,700	119,700	54,039	40,100
6220 CONTRACT LABOR	225,085	225,085	276,009	222,900	276,000	181,874	110,000
6225 OUTSIDE SERVICE	38,550	38,550	78,638	81,500	81,500	43,102	22,800
8154 CONCESSION FEES	-	-	(4,310)	-	-	-	-
8158 PARKING FEE REBATE	-	-	18,945	-	-	-	-
8510 PROPERTY MAINTENANCE	-	-	13,186	7,700	7,700	14,253	23,200
9010 FURNITURE, EQUIPMENT & FIXTURES	4,710	4,710	16,525	9,600	9,600	-	13,200
TOTAL	<u>\$ 604,760</u>	<u>\$ 604,760</u>	<u>\$ 866,524</u>	<u>\$ 803,500</u>	<u>\$ 781,600</u>	<u>\$ 443,658</u>	<u>\$ 335,900</u>

**CIVIC RECREATIONAL INDUSTRY AUTHORITY AND EXPO CENTER  
PROPOSED ANNUAL BUDGET  
EXPO EXPENDITURES**

<b>OBJECT # ACCOUNT DESCRIPTION</b>	<b>ADOPTED BUDGET 2018-19</b>	<b>AMENDED BUDGET 2018-19</b>	<b>ACTUAL 2018-19</b>	<b>ADOPTED BUDGET 2019-20</b>	<b>AMENDED BUDGET 2019-20</b>	<b>ACTUAL 3/31/2020</b>	<b>PROPOSED BUDGET 2020-2021</b>
<b>CRIA ADMIN ACCOUNT</b>							
441.01 CASH OVER/SHORT	\$ -	\$ -	\$ (277)	\$ 1,300	\$ 1,300	\$ (1,597)	\$ -
5120 OUTSIDE SERVICES	42,380	42,380	40,724	42,800	42,800	19,139	40,900
5530 COMPUTER SOFTWARE & SUPPLIES	3,745	3,745	800	2,400	2,400	-	-
5550 REPAIR AND MAINTENANCE EQUIPMENT	24,905	24,905	338	1,600	1,600	-	-
5560 EQUIPMENT RENTAL	6,570	6,570	14,088	14,900	14,900	7,687	5,000
5610 TRAVEL AND MEETINGS	2,265	2,265	1,245	1,900	1,900	1,446	1,500
5640 ADVERTISING AND PRINTING	100	100	1,763	1,800	1,800	45	100
5680 EMPLOYEE TRAINING	1,000	1,000	-	-	-	747	800
5690 DUES, SUBSCRIPTIONS, BOOKS, ETC	4,765	4,765	8,696	8,800	8,800	8,012	12,800
5720 TELEPHONE	13,535	13,535	10,198	10,100	10,100	4,492	11,000
5731 POSTAGE	4,170	4,170	4,125	3,400	3,400	4,032	6,500
5750 SUPPLIES	29,740	29,740	26,566	26,800	26,800	20,680	32,400
5770 BANK FEES	13,465	13,465	24,757	23,800	23,800	12,041	23,100
5790 MISCELLANEOUS	1,500	1,500	2,173	600	600	432	900
6220 CONTRACT LABOR	281,110	281,110	312,121	302,900	302,900	174,496	310,100
9010 FURNITURE, EQUIPMENT & FIXTURES	2,760	2,760	440	300	300	-	300
TOTAL	<u>\$ 432,010</u>	<u>\$ 432,010</u>	<u>\$ 447,757</u>	<u>\$ 443,400</u>	<u>\$ 443,400</u>	<u>\$ 251,652</u>	<u>\$ 445,400</u>

**CIVIC RECREATIONAL INDUSTRY AUTHORITY AND EXPO CENTER  
PROPOSED ANNUAL BUDGET  
EXPO EXPENDITURES**

<b>OBJECT # ACCOUNT DESCRIPTION</b>	<b>ADOPTED BUDGET 2018-19</b>	<b>AMENDED BUDGET 2018-19</b>	<b>ACTUAL 2018-19</b>	<b>ADOPTED BUDGET 2019-20</b>	<b>AMENDED BUDGET 2019-20</b>	<b>ACTUAL 3/31/2020</b>	<b>PROPOSED BUDGET 2020-2021</b>
<b>CRIA GENERAL ACCOUNT</b>							
5120 OUTSIDE SERVICES	\$ 211,600	\$ 211,600	\$ 254,797	\$ 213,200	\$ 213,200	\$ 144,892	\$ 281,600
5550 REPAIR AND MAINTENANCE EQUIPMENT	3,130	3,130	12,503	13,800	13,800	721	3,100
5620 VEHICLE EXPENSES	40,055	40,055	61,624	61,600	61,600	46,512	68,800
5630 INSURANCE & BOND	12,095	12,095	4,032	12,400	12,400	7,055	11,700
5720 TELEPHONE	4,050	4,050	7,034	7,700	7,700	3,677	6,500
5750 SUPPLIES	17,955	17,955	16,154	18,200	18,200	10,698	20,100
5790 MISCELLANEOUS	-	-	-	-	-	1,869	2,000
6220 CONTRACT LABOR	163,680	163,680	110,898	108,700	151,700	80,197	118,300
8040 UTILITIES	153,800	153,800	166,231	173,300	173,300	100,546	170,200
8510 PROPERTY MAINTENANCE	138,285	138,285	97,694	126,000	126,000	71,538	135,400
9010 FURNITURE, EQUIPMENT & FIXTURES	8,315	8,315	523	1,900	1,900	540	700
TOTAL	<u>\$ 752,965</u>	<u>\$ 752,965</u>	<u>\$ 731,490</u>	<u>\$ 736,800</u>	<u>\$ 779,800</u>	<u>\$ 468,244</u>	<u>\$ 818,400</u>
<b>TOTAL EXPO CENTER</b>	<b><u>\$ 2,455,075</u></b>	<b><u>\$ 2,455,075</u></b>	<b><u>\$ 2,746,780</u></b>	<b><u>\$ 2,692,400</u></b>	<b><u>\$ 2,720,600</u></b>	<b><u>\$ 1,608,937</u></b>	<b><u>\$ 1,974,100</u></b>

*CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY*

ITEM NO. 6.2



# CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

## MEMORANDUM

TO: Board of Directors

FROM: Troy Helling, Executive Director *TH*

STAFF: Yamini Pathak, Director of Finance *YP*

DATE: June 30, 2020

**SUBJECT: Consideration of Resolution No. CRIA 2020-03, a Resolution of the Civic-Recreational-Industrial Authority, Approving Blanket Purchase Orders (“BPOs”) for Vendors Totaling \$10,000.00 and Over for FY 2020-2021**

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### BACKGROUND:

A blanket purchase order (“BPO”) Vendor List, is a list of all vendors with whom CRIA anticipates spending over \$10,000.00 in the fiscal year. On June 30, 2020, CRIA approved and adopted its budget for FY 2020-21 (“FY 21”). The FY 21 BPO Vendor List was developed in line with the FY 21 Adopted Budget.

### DISCUSSION:

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

BPOs are not intended to bypass or supersede the bidding provisions as outlined in the City’s Municipal Code (“Code”) (which applies to CRIA) or intended to bypass the CRIA’s standard agreements and terms. CRIA must adhere to the requirements of the City’s procurement policy, and must obtain informal bidding, quotes, or go through a formal procurement process as necessary. Finance will strictly enforce the purchasing policy and ensure departments are adhering to the correct purchasing procedures.

As such, outlined below is a summary of the City's Code, as it pertains to the Purchasing (Section 3.04) and Bidding Procedures (Section 3.52), that departments must follow and adhere to when obtaining goods and services.

**Supplies & Equipment (Section 3.04.050)** - For supplies and equipment, purchases of \$100,000.00 and under may be made at the discretion of the Executive Director on the open market with the solicitation of at least three (3) written proposals. Upon the approval of the CRIA Board of Directors, BPOs will be created for all vendors CRIA regularly conducts business with for supplies and equipment for FY 21.

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

### **BPO Vendor List for FY 21**

The BPO Vendor List for FY 21, attached as Exhibit A, includes all vendors with whom CRIA regularly conducts business. The BPO amounts are estimated amounts based on historical spending levels; all BPO amounts are in line with the FY 21 Adopted Budget.

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

### **FISCAL IMPACT:**

The BPOs for all vendors listed in Exhibit A total \$170,000.00. This has been accounted for and included in the FY 21 Adopted Budget.

### **RECOMMENDED ACTION:**

Staff recommends the Board adopt Resolution No. CRIA-2020-04, approving the BPO Vendor List for vendors totaling \$10,000.00 and over for FY 21.

Attachments:

1. Resolution No. CRIA 2020-03-Resolution Approving the FY 20-21 Blanket Purchase Orders for Vendors Totaling \$10,000 and Over.
2. Exhibit A – FY 21 Blanket Purchase Order Vendor List

**RESOLUTION NO. CRIA 2020-03**

**RESOLUTION OF THE CIVIC RECREATIONAL-INDUSTRIAL  
AUTHORITY APPROVING BLANKET PURCHASE ORDERS FOR  
VENDORS TOTALING \$10,000.00 AND OVER FOR FY 2020-2021**

**WHEREAS**, in FY 2016-17 (“FY 17”), the Financial Services Department (“Finance Department”) implemented several new internal controls and financial procedures citywide, in which Blanket Purchase Orders (“BPOs”) were identified as a critical fiscal control that allows CRIA to procure goods and supplies, professional or maintenance services, and/or equipment in a timely manner to efficiently administer the day-to-day operations of CRIA; and

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

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

**WHEREAS**, on June 30, 2020, CRIA approved and adopted its budget for FY 2020-21 (“FY 21”); and

**WHEREAS**, the FY 21 BPO Vendor List was developed in accordance with the City of Industry’s Municipal Code (“IMC”) (which applies to CRIA) as it pertains to purchasing (IMC Section 3.04) and Bidding Procedures (IMC Section 3.52); and

**WHEREAS**, the FY 20 BPO Vendor List was also developed in accordance with the FY 21 Adopted Budget.

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:**

**Section 1.** The above recitals are true and correct and are incorporated herein by reference.

**Section 2.** The CRIA Board of Directors hereby approves the list of BPOs attached hereto as Exhibit A, and incorporated herein by reference, for all vendors that total \$10,000.00 and over for FY 2020-21.

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

**Section 4.** The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

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

**PASSED, APPROVED AND ADOPTED** by the Board of Directors of the Civic-Recreational-Industrial Authority at a special meeting held on June 30, 2020, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

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Larry Hartmen, Chairman

**ATTEST:**

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Julie Gutierrez-Robles, Secretary



**Civic-Recreational-Industrial Authority**  
**Blanket Purchase Order Vendor List for FY 2020-21 ("FY 21")**  
**Exhibit A**  
**Vendors Totaling \$10,000 and Over**

<b>Item #</b>	<b>Vendor Name</b>	<b>FY 21 Proposed Amount</b>	<b>Primary Purpose</b>
1	Ace Fence Company	10,000	Supplies-Chain link fencing
2	Apple Event Supplies, INC.	10,000	Supplies-Special event supplies
3	Bryan Press	10,000	Office Supplies - City Letterhead, Envelopes, & Business Cards
4	County Estate Fence Co. Inc.	10,000	Supplies-Vinyl fencing
5	Ferguson	10,000	Supplies-plumbing supply house
6	Grainger	10,000	Supplies-General building materials
7	Hi-Way Safety	10,000	Supplies-Street signs
8	Home Depot	20,000	Property Maintenance Supplies
9	Locks Plus	10,000	Supplies-Key, locks and materials only
10	Lowe's	20,000	Property Maintenance Supplies
11	Merritt's Ace Hardware	10,000	Property Maintenance Supplies
12	MX Graphics	10,000	Supplies-Printing/signs
13	Resource Building Materials	10,000	Facility Materials and Supplies
14	San Gabriel Valley Newspaper Group	10,000	Advertisement - Notices for Invitation of Bids, Public Hearings, and Ordinances, Etc.
15	Staples Business Advantage	10,000	Office Supplies
<b>Grand Totals \$</b>		<b>170,000.00</b>	

*CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY*

ITEM NO. 6.3



# CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

## MEMORANDUM

**TO:** Chairman Hartmann and Members of the Board

**FROM:** Troy Helling, Executive Director *TH*

**STAFF:** Bing Hyun, Assistant Executive Director *BH*

**DATE:** June 30, 2020

**SUBJECT:** Consideration of a License Agreement with the County of Los Angeles for use of the modular office located at the Industry Hills Expo Center for the Sheriff's Department's mounted enforcement detail

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### **Background:**

On or about July 24, 2017 the City approved a License Agreement ("Agreement") with the Los Angeles County Sheriff's Department ("LASD") for use of a vacant modular office located at the Industry Hills Expo Center, by the LASD's Mounted Enforcement Detail ("MED") division. MED is LASD's horse patrol division, and it is currently occupying the modular office as an administrative and training office.

### **Discussion:**

LASD contacted the City to renew the term, which is set to expire on July 24, 2020. During the review of the original Agreement it was determined that the Civic-Recreational-Industrial Authority ("CRI") Board is the appropriate Licensor. Therefore, a new License Agreement is being brought forward for approval by the Board.

### **Fiscal Impact:**

LASD provides public safety to the community and Staff is proposing to allow LASD use the premises at no fee, which is consistent with the current Agreement's cost.

### **Recommendation:**

Staff recommends that the Board approve a License Agreement with the County of Los Angeles, for an initial term of five years with an option for two three-year extensions.

### **Exhibit:**

A. License Agreement with the County of Los Angeles

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TH/BH:yp

**EXHIBIT A**

License Agreement with County of Los Angeles

[Attached]

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“**Agreement**”), dated \_\_\_\_\_, (“**Effective Date**”) is entered into by and between the Civic-Recreational-Industrial Authority, a public body, corporate and politic (“**Licensor**”), and the County of Los Angeles, a public body, corporate and politic (“**Licensee**”) (Licensor and Licensee are individually referred to as “**Party**” and collectively referred to as the “**Parties**”).

### RECITALS

**WHEREAS**, the Civic-Recreational-Industrial Authority (“**CRIA**”) oversees the management of a multi-purpose recreational, meeting and event facility commonly known as the Industry Hills Expo Center (“**Expo Center**”) that is located at 16200 Temple Avenue, City of Industry, CA 91744, as set forth in Exhibit A, attached hereto and incorporated herein by reference (“**Premises**”);

**WHEREAS**, Licensor desires to license the free-standing modular structure located at the Expo Center (“**Licensed Area**”) to be used by the Los Angeles County Sheriff’s Department Parks Bureau Mounted Enforcement Detail as their training and administrative office; and

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

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

### TERMS

1. License to Enter the Premises. Licensor hereby grants to Licensee a non-exclusive license (the “**License**”) granting permission to enter upon the Premises as of the Effective Date of this Agreement, and to use the Premises for office use by the Los Angeles County Sheriff’s Department Mounted Enforcement Detail (collectively, “**Permitted Use**”); provided, that Licensee’s use of the Premises shall not interfere with the operation of business activities, if any, then being conducted on the Premises. Within 10 days of the Effective Date of this Agreement, Licensee shall provide to Licensor proof of insurance as set forth in Section 7 of this Agreement. Licensee shall not permit any other party, except the duly-authorized representatives, agents, employees and contractors (collectively “**Representatives**”) of Licensee to enter or use the Premises during the term of this License, without Licensor’s prior written consent, and in all events the sole reason for entry and use of the Premises shall be for the performance of Licensee’s Permitted Use. Licensee hereby acknowledges that it is only permitted to utilize the portion of the Premises designated in Exhibit A, and that Licensor may grant a license to other entities to utilize other portions of the Premises, or may use other portions of the Premises for its own use.

2. Payment. Given that the modular structure will be used by the Los Angeles County Sheriff’s Department, Licensor will donate the use of the space.

3. Permitted Use. The Permitted Use is hereby defined to include the use of the modular structure for office use. Licensee shall exercise due care in the performance of the Permitted Use and such use shall be exercised in a manner which complies with all applicable laws.

4. Maintenance of Premises. Licensor shall be responsible for all structural, equipment repair, routine maintenance, and long-term capital repair at the Licensed Area, except to the extent such repair is made necessary as a result of the misconduct or negligent acts or omissions of the Licensee and/or its invitees. In the event of any repair, whether requested by the Licensee or otherwise, the Licensor may make the determination whether to do the work or terminate this Agreement. Licensor shall be responsible for maintaining all landscaping at the Licensed Area. Licensee shall maintain the Licensed Area in clean and sanitary condition and shall be responsible for repairing any damage arising from the negligence or misconduct of the Licensee and/ or invitees. In the event Licensee discovers a hazard or maintenance issue at the Licensed Area, it shall notify the Licensor immediately. Licensee shall not commit, or suffer to be committed, any waste upon the Licensed Area, or any public or private nuisance. Any and all improvements made to the Property during the Term of this Agreement shall belong to the Licensor, except trade fixtures of the Licensee. Licensee may, but shall not be required, upon termination of this Agreement, remove its own trade fixtures, but shall repair or pay for all repairs necessary for damages to the Licensed Area occasioned by such removal. Prior to making any improvements to the Licensed Area, Licensee shall obtain the Licensor's approval and any required permits. Upon termination of the License, Licensee shall repair any damage done to the Premises by Licensee or its duly authorized Representatives and shall restore the Premises to its condition as of the Effective Date of this Agreement.

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

6. Liens.

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

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

7. Insurance. Prior to entering the Premises and until the termination of this Agreement, Licensee shall maintain at its sole expense insurance limits as stipulated in this section. Licensee, at its sole option, may satisfy all or any part of this insurance requirement through use of a program of self-insurance (self-funding of its liabilities).

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

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

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

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

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

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

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

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

(e) Waiver of Subrogation. Licensee hereby grants to the Board a waiver of any right to subrogation which any insurer of said Licensee may acquire against the Board by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation provided such endorsement is available on commercially reasonable terms, but this provision applies regardless of whether or not the Board has received a waiver of subrogation endorsement from the insurer.

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

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

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

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

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

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



Losses and/or Liabilities, provided, however, that Licensee's liability under this Section 8 will be limited to the extent of any contributory negligence of Licensors.

9. Term, Termination and Remedies. The License shall commence as of the Effective Date of this Agreement and shall remain and continue in effect for an initial term of five (5) years ("Initial Term"). The Agreement may be extended for an additional two (2) three (3) year extensions ("Renewal Term") with written approval from Licensors, unless sooner terminated pursuant to the provisions of this Agreement. Notwithstanding the foregoing, at any time, for any reason, the Licensors may, at its sole and absolute discretion, terminate this Agreement without cause, upon 30 days' written notice to Licensee. In addition, if Licensee shall be in breach of any of its obligations under this Agreement and shall fail to cure such breach within ten (10) business days of written notice from Licensors specifying the nature of any such breach, Licensors shall have the right to terminate this Agreement upon written notice to Licensee; provided, however, if more than ten (10) days are reasonably required to cure then Licensors shall not terminate this Agreement if Licensee commences such cure, within said ten (10)-day period and thereafter diligently prosecutes such cure to completion. Licensee acknowledges that this License is solely a license, and that Licensee has no rights as an owner, purchaser or tenant by virtue thereof. Upon termination of the Agreement, Licensee shall promptly vacate the Premises and comply with the provisions of Section 4 above. No termination or expiration of this License shall relieve Licensee of its obligations hereunder.

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

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

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

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

Licensors:                      Troy Helling  
   Executive Director

15625 East Stafford Street  
City of Industry, CA 91744  
Tel: (626) 333-2211  
thelling@cityofindustry.org

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

Licensee: Chief Administrative Office  
Real Estate Division  
320 West Temple Street, 7<sup>th</sup> Floor  
Los Angeles, California 90012  
Attention: Dean Lehman, PE, Senior Manager

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

15. Counterparts/ Electronic Signature. This Agreement may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each

counterpart shall be deemed an original. The Parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered had been signed using a handwritten signature. Licensor and Licensee (i) agree that an electronic signature, whether digital or encrypted, of a Party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other Party will reply on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all Parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

16. County Lobbyist Ordinance. Licensor is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which Licensee may terminate or suspend this License.

17. Solicitation of Consideration. It is improper for any officer, employee or agent of Licensee to solicit consideration, in any form, from Licensor with the implication, suggestion or statement that the Licensor's provision of consideration may secure more favorable treatment for the Licensor in the award of the license or that the Licensor's failure to provide such consideration may negatively affect the Licensee's consideration of the licensor's submission. Licensor shall not offer to or give, either, directly or through an intermediary, consideration, in any form, to an officer, employee or agent of Licensee for the purpose of securing favorable treatment with respect to the award of a license. Licensor shall immediately report any attempt by an officer, employee or agent of Licensee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the License being terminated.

18. Conflict of Interest. No employee of Licensee whose position in County service enables him/her to influence obtaining or awarding any lease, license or permit, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Licensor herein, or have any other direct or indirect financial interest resulting from this License.

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

**[Remainder of the page intentional left blank]**

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

“LICENSOR”

“LICENSEE”

**CIVIC-RECREATION-INDUSTRIAL  
AUTHORITY**

**COUNTY OF LOS ANGELES  
SACHI H. HAMAI, Chief Executive Officer**

By: \_\_\_\_\_  
Troy Helling, Executive Director

By: \_\_\_\_\_  
Dean Leahman, PE, Senior Manager Real  
Estate Division

ATTEST:

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

By: \_\_\_\_\_  
Dean C. Logan, Registrar-Recorder/County

APPROVED AS TO FORM:

APPROVED AS TO FORM:  
MARY C. WICKHAM, County Counsel

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

\_\_\_\_\_  
Sonia L. Chan, Deputy County Counsel

**EXHIBIT A**

**Licensed Area**

Assessor's Parcel Number (APN) 8247-013-908 located at 16200 Temple Avenue, City of Industry, CA 91744. The map below identifies the area of the Premises, where the Permitted Use shall occur.

**Location Map – 16200 Temple Avenue.**

