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# Civic-Recreational-Industrial Authority



Special Meeting Agenda  
November 10, 2020

9:00 a.m.

Chairman Larry Hartmann  
Board Member Eric Benavidez  
Board Member Sean Lee  
Board Member Bob Lindsey  
Board Member Ronald Whittemore

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: 530 525 215#. 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, November 6, 2020, to ensure that reasonable arrangements can be made to provide accessibility to the meeting.***

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- ***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.
  - ***Public Comments (Non-Agenda Items Only):*** 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.

## **Agendas and other writings:**

*In compliance with Government Code Section 54957.5(b), 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 of the City Council during regular business hours, Monday through Thursday, 8:00 a.m. to 5:00 p.m., Fridays 8:00 a.m. to 4:00 pm. City Hall doors open to the public Monday through Friday 9:00 a.m. to 11:30 a.m. and 1:30 p.m. to 3:30 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 Register of Demands submitted by the Finance Department for November 11, 2020

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

- 5.2 Consideration of Amendment No. 1 to the Professional Services Agreement with Melzer Deckert & Ruder Architects, Inc., to provide design services for the Pavilion Building Upgrades at the Industry Hills Expo Center, revising the scope of services, and increasing compensation by \$62,980.00 (MP 01-34 #24)

*RECOMMENDED ACTION: Approve the Amendment.*

6. **BOARD MATTERS**

- 6.1 Update on the Expo Center

*RECOMMENDED ACTION: Receive and file.*

- 6.2 Consideration of the Register of Demands submitted by CNC Equestrian Management Services for the Industry Hills Expo Center for September 2020

*RECOMMENDED ACTION: Receive and file.*

- 6.3 Presentation and discussion regarding the Civic-Recreational-Industrial Authority's Financial Report for August 31, 2020

*RECOMMENDED ACTION:                      Receive and file the report.*

7. **EXECUTIVE DIRECTOR COMMUNICATIONS**

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

*CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY*

ITEM NO. 5.1

**CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY**  
**AUTHORIZATION FOR PAYMENT OF BILLS**  
Board Meeting November 11, 2020

<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
120	CAPITAL IMPROVEMENT FUND	428,391.44
360	INDUSTRY HILLS EXPO OPERATING ACCOUNT	270,874.26

<u>BANK</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
WFCK	WELLS FARGO CHECKING	699,265.70

**APPROVED PER CITY MANAGER**

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**Civic-Recreational-Industrial Authority  
Board Meeting  
November 11, 2020**

Checks	Date			Payee Name	Check Amount
<b>CRIA.WF.CHK - CRIA Wells Fargo Checking</b>					
<b>11108</b>	10/14/2020		10/31/2020	<b>SOCALGAS</b>	<b>\$15.29</b>
	Invoice	Date	Description		Amount
	2021-00000589	10/05/2020	08/31-10/01/20 SVC - 16200 TEMPLE AVE APT 100-EXPO		\$15.29
<b>11109</b>	10/21/2020		10/31/2020	<b>CRIA-EQUESTRIAN CENTER</b>	<b>\$84,000.00</b>
	Invoice	Date	Description		Amount
	SEP-20	10/21/2020	REIMBURSEMENT FOR SEPTEMBER 2020 OPERATING		\$84,000.00
<b>11110</b>	10/28/2020			<b>L A COUNTY REGISTRAR-RECORDER/</b>	<b>\$75.00</b>
	Invoice	Date	Description		Amount
	10/15/20	10/15/2020	ENVIRONMENTAL FILING FEE-NOTICE OF EXEMPTION		\$75.00
<b>11111</b>	11/11/2020			<b>ABSOLUTE INTERNATIONAL SECURIT</b>	<b>\$85,241.81</b>
	Invoice	Date	Description		Amount
	2020011620	10/01/2020	SEPTEMBER 2020 SECURITY SVC - EXPO CENTER		\$42,099.43
	2020101793	11/01/2020	OCTOBER 2020 SECURITY SVC - EXPO CENTER		\$43,142.38
<b>11112</b>	11/11/2020			<b>CITY OF INDUSTRY</b>	<b>\$375.59</b>
	Invoice	Date	Description		Amount
	2021-00000017	09/30/2020	SEPTEMBER 2020 FUEL COSTS		\$375.59
<b>11113</b>	11/11/2020			<b>CITY OF INDUSTRY-REFUSE</b>	<b>\$900.00</b>
	Invoice	Date	Description		Amount
	4184126	10/01/2020	IH RODEO STORAGE BOXES		\$450.00
	4220229	11/01/2020	IH RODEO STORAGE BOXES		\$450.00
<b>11114</b>	11/11/2020			<b>CNC ENGINEERING</b>	<b>\$120,760.00</b>

**Civic-Recreational-Industrial Authority**  
**Board Meeting**  
**November 11, 2020**

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

Invoice	Date	Description	Amount
501695	10/07/2020	RESURFACING DESIGN-EXPO CENTER PARKING LOT	\$9,235.00
501696	10/07/2020	EXPO BARN FACILITY LIGHTING UPGRADES	\$942.50
501697	10/07/2020	LIGHTING AND ELECTRICAL IMPROVEMENTS-EXPO CE	\$2,927.50
501698	10/07/2020	SEWER DESIGN - EXPO CENTER SEWER MAIN REPLA	\$8,095.00
501699	10/07/2020	EXPO CENTER ELECTRICAL SYSTEM MAINT & REPAIR	\$7,035.00
501700	10/07/2020	PAVILION UPGRADES	\$1,000.00
501701	10/07/2020	EXPO CENTER ELECTRICAL LOADING MASTER PLAN	\$215.00
501702	10/07/2020	EXPO CENTER ROADS REHABILITATION	\$510.00
501869	10/29/2020	RESURFACING DESIGN-EXPO CENTER PARKING LOT	\$3,720.00
501870	10/29/2020	EXPO BARN FACILITY LIGHTING UPGRADES	\$2,352.50
501871	10/29/2020	PATIO CAFE DESIGN	\$52.50
501872	10/29/2020	LIGHTING AND ELECTRICAL IMPROVEMENTS-EXPO CE	\$4,020.00
501873	10/29/2020	SEWER DESIGN - EXPO CENTER SEWER MAIN REPLA	\$12,570.00
501874	10/29/2020	AVALON ROOM IMPROVEMENTS	\$7,620.00
501876	10/29/2020	NEW BANQUET FACILITY AT THE EXPO CENTER	\$48,787.50
501877	10/29/2020	REPLACEMENT OF MDS7 SWITCHGEAR	\$9,047.50
501878	10/29/2020	PAVILION UPGRADES	\$1,400.00
501879	10/29/2020	EXPO CENTER ELECTRICAL LOADING MASTER PLAN	\$630.00
501880	10/29/2020	EXPO CENTER ROADS REHABILITATION	\$600.00

<b>11115</b>	11/11/2020	<b>CNC ENGINEERING</b>	<b>\$9,305.00</b>
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Invoice	Date	Description	Amount
501694	10/08/2020	EXPO CENTER - STANDARDS OF FACILITIES MAINTEN	\$4,642.50
501884	10/29/2020	EXPO CENTER - STANDARDS OF FACILITIES MAINTEN	\$4,662.50

<b>11116</b>	11/11/2020	<b>ELEVATE PUBLIC AFFAIRS, LLC</b>	<b>\$5,000.00</b>
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**Civic-Recreational-Industrial Authority**  
**Board Meeting**  
**November 11, 2020**

Checks	Date		Payee Name	Check Amount
<b>CRIA.WF.CHK - CRIA Wells Fargo Checking</b>				
	Invoice	Date	Description	Amount
	2052	10/15/2020	PROFESSIONAL SVC - SEPTEMBER 2020	\$5,000.00
<b>11117</b>	11/11/2020		<b>FRAZER, LLP</b>	<b>\$5,460.00</b>
	Invoice	Date	Description	Amount
	168746	09/30/2020	PROFESSIONAL SVC - SEPTEMBER 2020	\$5,460.00
<b>11118</b>	11/11/2020		<b>GEO-ADVANTEC, INC.</b>	<b>\$16,940.00</b>
	Invoice	Date	Description	Amount
	2182	10/30/2020	INVESTIGATION SVC - EXPO CENTER SEWER REPLAC	\$16,940.00
<b>11119</b>	11/11/2020		<b>INDUSTRY PUBLIC UTILITIES</b>	<b>\$2,990.43</b>
	Invoice	Date	Description	Amount
	2021-00000754	11/01/2020	08/18-10/19/20 SVC - MAIN GUARD SHACK	\$81.81
	2021-00000755	11/01/2020	08/18-10/19/20 SVC - S SIDE OF BLDG BEHIND GATED A	\$133.66
	2021-00000756	11/01/2020	08/18-10/19/20 SVC - 1ST GUARD SHACK	\$48.45
	2021-00000757	11/01/2020	08/18-10/19/20 SVC - HORSE TRAINING AREA BEHIND E	\$117.91
	2021-00000758	11/01/2020	08/18-10/19/20 SVC - BATHROOM @ BARN E	\$142.66
	2021-00000759	11/01/2020	08/18-10/19/20 SVC - DC @ BARN E	\$133.66
	2021-00000760	11/01/2020	08/18-10/19/20 SVC - BARN E	\$117.91
	2021-00000761	11/01/2020	08/18-10/19/20 SVC - DC @ BARN D	\$133.66
	2021-00000762	11/01/2020	08/18-10/19/20 SVC - BARN D	\$126.91
	2021-00000763	11/01/2020	08/18-10/19/20 SVC - EXPO OFFICE	\$165.16
	2021-00000764	11/01/2020	08/18-10/19/20 SVC - ARENA NEAR BUNKHOUSE	\$117.91
	2021-00000765	11/01/2020	08/18-10/19/20 SVC - WATER TOWER @ PAVILION PARI	\$869.41
	2021-00000766	11/01/2020	08/18-10/19/20 SVC - BUILDING 4 - E SIDE OF PLANTER	\$133.66
	2021-00000767	11/01/2020	08/18-10/19/20 SVC - SNACK BAR @ GRAND ARENA	\$126.91



**Civic-Recreational-Industrial Authority  
Board Meeting  
November 11, 2020**

Checks	Date		Payee Name	Check Amount
<b>CRIA.WF.CHK - CRIA Wells Fargo Checking</b>				
	2021-00000768	11/01/2020	08/18-10/19/20 SVC - GRAND ARENA CAFE	\$204.39
	2021-00000769	11/01/2020	08/18-10/19/20 SVC - PATIO CAFE	\$46.20
	2021-00000770	11/01/2020	08/18-10/19/20 SVC - NEAR CAFE @ GRAND EXPO	\$107.43
	2021-00000771	11/01/2020	08/18-10/19/20 SVC - GRAND ARENA - S SIDE OF PARKI	\$62.57
	2021-00000772	11/01/2020	08/18-10/19/20 SVC - GRAND ARENA - E SIDE OF PARKI	\$120.16
<b>11120</b>	11/11/2020		<b>KLINE'S PLUMBING, INC.</b>	<b>\$602.00</b>
	Invoice	Date	Description	Amount
	11600	10/06/2020	LEAK REPAIRS - EXPO CENTER PATIO CAFE	\$602.00
<b>11121</b>	11/11/2020		<b>SAN GABRIEL VALLEY NEWSPAPER G</b>	<b>\$1,058.00</b>
	Invoice	Date	Description	Amount
	CIP-SS-18-009B	09/10/2020	NOTICE INVITING BIDS - EXPO CENTER SEWER REPLA	\$1,058.00
<b>11122</b>	11/11/2020		<b>SATSUMA LANDSCAPE &amp; MAINT.</b>	<b>\$76,984.14</b>
	Invoice	Date	Description	Amount
	0920EC	09/30/2020	SEPTEMBER 2020 LANDSCAPE MAINTENANCE	\$48,847.86
	1020EC	10/30/2020	OCTOBER 2020 LANDSCAPE MAINTENANCE	\$28,136.28
<b>11123</b>	11/11/2020		<b>SHAWNAN</b>	<b>\$275,080.51</b>
	Invoice	Date	Description	Amount
	#12EXPO-1	11/01/2020	RESURFACING DESIGN - EXPO CENTER PARKING LOT	\$7,006.20
	#12EXPO-51	11/01/2020	RESURFACING DESIGN - EXPO CENTER PARKING LOT	\$35,015.50
	#12EXPO-102	11/01/2020	RESURFACING DESIGN - EXPO CENTER PARKING LOT	\$12,100.00
	#12EXPO-152	11/01/2020	RESURFACING DESIGN - EXPO CENTER PARKING LOT	\$235,436.74
<b>11124</b>	11/11/2020		<b>AMERICAN BUSINESS BANK</b>	<b>\$14,477.93</b>

**Civic-Recreational-Industrial Authority  
Board Meeting  
November 11, 2020**

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

Invoice	Date	Description	Amount
#12EXPO-1-R	11/01/2020	RETENTION - RESURFACING DESIGN-EXPO CENTER P	\$350.31
#12EXPO-51-R	11/01/2020	RETENTION - RESURFACING DESIGN-EXPO CENTER P	\$1,750.78
#12EXPO-102-R	11/01/2020	RETENTION - RESURFACING DESIGN-EXPO CENTER P	\$605.00
#12EXPO-152-R	11/01/2020	RETENTION - RESURFACING DESIGN-EXPO CENTER P	\$11,771.84

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Checks	Status	Count	Transaction Amount
	Total	17	\$699,265.70

*CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY*

ITEM NO. 5.2



# CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

## MEMORANDUM

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

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

**STAFF:** Joshua Nelson, CRIA Engineer *JN*  
Tapas Dutta, Program Manager, CNC Engineering

**DATE:** November 10, 2020

**SUBJECT:** Consideration of Amendment No. 1 to the Professional Services Agreement with Melzer Deckert & Ruder Architects, Inc., to provide design services for the Pavilion Building Upgrades at the Industry Hills Expo Center, revising the scope of services, and increasing compensation by \$62,980.00 (MP 01-34 #24)

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### **Background:**

On May 13, 2020, the CRIA Board approved a Professional Services Agreement with Melzer Deckert & Ruder Architects, Inc. ("MDR") for an amount not to exceed \$199,400.00, to provide architectural and engineering services to upgrade the Pavilion at the Industry Hills Expo Center. The Pavilion was constructed in 1994 as a barn-like environment with no mechanical HVAC system, insulation or adequately sealed doors or windows. Although incremental improvements have been made over the years, the interior layout does not provide good flow or functionality for events. Storage is currently provided using only external containers. It is also necessary to make upgrades to the facility to comply with requirements under the ADA.

### **Discussion:**

The design for the improvements is currently on-going. After a site meeting that included CRIA Staff and MDR, it was determined that additional items be added to the project scope to provide a more complete and thorough design. This includes designing a permanent 200 square foot entry porch, an approximately 650 square foot rear addition that would include food service equipment and the integration and coordination of the new additions with the existing building architecture. MDR has provided a proposal to cover these additional services for a fee of \$62,980.00. Staff has reviewed their proposal and deemed it to be satisfactory.

**Fiscal Impact:**

The fiscal impact for these services is \$62,980.00. The FY 2020-21 Capital Improvement Project budget has allocated \$350,000 under Pavilion Building Upgrades (MP 01-34 #24) (Account No. 120-713-5130).

**Recommendation:**

It is recommended that the CRIA Board approve Amendment No. 1 to the Professional Services Agreement with Melzer Deckert Ruder & Architects, Inc., amending the scope of services, and increasing compensation by \$62,980.00.

**Exhibit:**

- A. Amendment No. 1 to the Professional Services Agreement with Melzer Deckert Ruder Architects, Inc. dated November 10, 2020

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TH/JN/TD:jf

**EXHIBIT A**

Amendment No. 1 to the Professional Services Agreement with Melzer Deckert  
Ruder Architects, Inc. dated November 10, 2020

[Attached]

**AMENDMENT NO. 1  
TO PROFESSIONAL SERVICES AGREEMENT WITH  
MELZER DECKERT RUDER ARCHITECTS, INC.**

This Amendment No. 1 to the Professional Services Agreement (“Agreement”) is made and entered into this 10th day of November, 2020, (“Effective Date”) by and between the Civic Recreational Industrial Authority (“CRIA”), a public body, and Melzer Deckert Ruder Architects, Inc., a California corporation, (“Consultant”). CRIA and Consultant are hereinafter collectively referred to as the “Parties.”

**RECITALS**

**WHEREAS**, on or about May 13, 2020, CRIA approved a Professional Services Agreement (“Agreement”) for Pavilion building upgrades at the Expo Center; and

**WHEREAS**, Staff determined it was necessary to amend the Scope of Services to include the addition of a permanent front entry porch, and an addition to the building structure at the rear for food service equipment. Given the additional services, it is necessary to increase compensation by \$62,980.00. It is also necessary for Consultant to comply with the provisions of Assembly Bill 5 (“AB 5”) concerning independent contractors, and language is included in the amendment to address AB 5; and

**WHEREAS**, for the reasons set forth herein, CRIA and Consultant desire to enter into this Amendment No. 1, as set forth below.

**AMENDMENT**

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

**Section 4. PAYMENT**

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

The total contract amount shall not exceed Two Hundred Sixty-Two Thousand Three Hundred Eighty Dollars (\$262,380.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

**Section 9. INDEPENDENT CONSULTANT**

Section 9(c) is hereby added in its entirety to read as follows:

(c) Consultant represents and warrants that it is aware of the requirements of Assembly Bill 5, Worker Status: Employees and Independent Consultants, effective January 1, 2020, including the provisions set forth in California Labor Code Section 2750.3. Consultant agrees to fully comply with the provisions of AB 5 and Labor Code Section 2750.3. Consultant shall indemnify, defend and hold harmless, CRIA, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of

any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Consultant's or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant, failure or alleged failure to comply with the provisions of AB 5 and/or Labor Code Section 2750.3. The provisions of this Section 9(c) shall be retroactive to January 1, 2020.

Exhibit A, Scope of Services, is hereby revised to include the following services:

Section B. Key Design Elements

1. Addition of a permanent 200 square foot entry porch
2. Addition of an approximately 650 square foot area for food service equipment
3. Integration and coordination of the new additions with the existing building architecture
4. Services and deliverables also include:
  - a. Architecture
    - i. Concept
    - ii. Schematic Design, sketch up model elevations
    - iii. Design Development and Construction Documents
  - b. Structural Engineering
  - c. Mechanical, Electrical, Plumbing Engineering
  - d. Lighting
  - e. Food Service

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 to the Agreement as of the Effective Date.

**“CRIA”**  
**Civic Recreational Industrial Authority**

**“CONSULTANT”**  
**Melzer Deckert Ruder Architects, Inc.**

By: \_\_\_\_\_  
Larry Hartmann, Chairman

By: \_\_\_\_\_  
Mark Melzer, AIA, LEED AP

**Attest:**

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

**APPROVED AS TO FORM**

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



**EXHIBIT A TO AMENDMENT NO. 1**  
**PROFESSIONAL SERVICES AGREEMENT WITH MELZER DECKERT RUDER**  
**ARCHITECTS, INC. DATED MAY 13, 2020**

**CIVIC RECREATIONAL INDUSTRIAL AUTHORITY**  
**PROFESSIONAL SERVICES AGREEMENT**

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of May 13, 2020 ("Effective Date"), between the Civic-Recreational-Industrial Authority ("CRIA") and Melzer Deckert & Ruder Architects, Inc., a California Corporation ("Consultant"). CRIA and Consultant are hereinafter collectively referred to as the "Parties".

**RECITALS**

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

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

**1. TERM**

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2021 unless sooner terminated pursuant to the provisions of this Agreement.

**2. SERVICES**

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

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

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

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). During the term of this

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

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

### **3. MANAGEMENT**

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

### **4. PAYMENT**

(a) CRIA agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed One Hundred Ninety-Nine Thousand Four Hundred Dollars (\$199,400.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

(c) Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as

practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If CRIA disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

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

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

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

## **6. OWNERSHIP OF DOCUMENTS**

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

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

Agreement. All reports, documents, or other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of CRIA.

## **7. INDEMNIFICATION**

### **(a) Indemnity for professional liability**

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

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

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

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

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

**8. INSURANCE**

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

**9. INDEPENDENT CONSULTANT**

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

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

**10. LEGAL RESPONSIBILITIES**

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

**11. UNDUE INFLUENCE**

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

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

No member, officer, or employee of CRIA, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her

tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

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

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

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

**14. NOTICES**

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

To CRIA: Civic Recreational Industrial Authority  
15625 E. Stafford  
City of Industry, CA 91744  
Attention: Troy Helling, Executive Director

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

To Consultant:

Melzer Deckert & Ruder Architects, Inc.  
9511 Irvine Center Drive  
Irvine, CA 92618  
Attention: Mark Melzer, AIA, LEED AP

**15. ASSIGNMENT**

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

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

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

**16. GOVERNING LAW/ATTORNEYS' FEES**

CRIA and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Los Angeles County, California. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to the Services provided by Consultant under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled.

**17. ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is



entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

**18. SEVERABILITY**

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

**19. COUNTERPARTS**

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

**20. CAPTIONS**

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

**21. WAIVER**

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

**22. REMEDIES**

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

**23. AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the

Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

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

**"CRIA"**

Civic Recreational Industrial Authority

By: \_\_\_\_\_

Troy Helling, Executive Director

**"CONSULTANT"**

Melzer Deckert & Ruder Associates, Inc.

By: \_\_\_\_\_

Mark Melzer, AIA, LEED AP

**Attest:**

By: \_\_\_\_\_

Julie Gutierrez-Robles, Secretary

**Approved as to form:**

By: \_\_\_\_\_

James M. Casso, General Counsel

Attachments:

Exhibit A

Scope of Services

Exhibit B

Rate Schedule

Exhibit C

Insurance Requirements

## EXHIBIT A

### SCOPE OF SERVICES

Consultant shall provide the following services for the design of the Pavilion Building Upgrades at the Industry Hills Expo Center:

Project and Design Approach

#### **A Design Methodology**

Consultant shall initially meet with CRIA Staff to understand the goals for the project and will visit the site to review existing conditions. Consultant shall provide design services to address the functional and operational use of the facility. Operational issues will be reviewed so that the facility has flexibility for various events. Consultant shall incorporate durable and cleanable materials suitable for long-term use in its design.

Budget: Consultant shall work closely with CRIA Staff and CRIA's project manager to determine the construction budget and control the design to meet the budget.

#### **B. Key Design Elements**

Consultant will seek to evaluate design elements as follows:

1. Functional and flexible building design.
2. Operational considerations for equipment and materials.
3. ADA accessibility access and compliance.
4. A design concept and imagery for both exterior and interior that is in harmony with the surrounding equestrian center, and one that evokes the character and identity of a banquet facility.

#### **Time Schedule**

A time schedule shall be prepared at the commencement of the project. For initial purposes, Consultant estimates the following:

Concept Design – 3 weeks

Schematic Design (with Basis of Design by Engineers) – 4 weeks

Design Development and Construction Documents – 10 weeks

Bidding – 4 weeks

Permit Approvals by Health Department and Building Department- 12-14 weeks

#### **Items to be Furnished by CRIA**

- A. As-built drawing of existing facility.
- B. Asbestos and hazardous materials report. (at existing facility adjacent to

- proposed facility)
- C. Utility information.
- D. Quantitative programming and operational input by Client's designated personnel.

**Work Product:**

Consultant shall provide the following work product for the project:

Architectural and Engineering Construction Documents in pdf and AutoCAD formats for the improvements comprising of plans, specifications and estimates.

**The exclusions to the Services are as follows:**

1. Evaluation or performance of existing building envelope or Mechanical Electrical and Plumbing systems.
2. Exterior building façade (other than doors)
3. Site work and parking.
4. Grease Interceptor
5. Selection of interior furnishings and accessories (services may be provided upon request)

EXHIBIT B  
RATE SCHEDULE

Hourly Rate Schedule

Title	Hourly Rate
Principal	\$195.00
Principal Designer	\$195.00
Project Architect	\$185.00
Designer	\$150.00
Technical	\$88.00
Secretarial	\$54.00

## EXHIBIT C

### INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



*CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY*

ITEM NO. 6.1

Back-up will be provided prior to the Meeting

*CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY  
NOVEMBER 10, 2020*

ITEM NO. 6.1

HANDOUT ITEM

- **For the Month of September~ Due to Covid 19**

We have cancelled or re-scheduled 6 banquet events,  
And 4 Grand Arena events.

Please see attached banquet spreadsheet with calendar  
dates cancellation/reschedule information.

- **Staff**

We continue to rotate work either in the office or working  
remotely from home. We require all who enter to submit to no  
touch temperature screening and covid-19 questionnaires.  
PPE and hand sanitizer are available if needed.

The Expo center is in compliance with all LA County protocols  
and postings. Crews are cleaning and sanitizing all necessary  
areas 3 times a week.

Satsuma/Expo maintenance team continue to maintain the  
venue, perform any necessary repairs, trimming trees and  
providing assistance in the community when needed.

We are working diligently to expedite much needed projects  
during the covid-19 shut down. The lighting and electrical  
project has been awarded. I will continue to keep the board  
up to date on the progress.

I hope everyone continues to be healthy and safe as we are heading into the holidays very soon. I am happy to answer any questions.

Sincerely,  
Cory

## INDUSTRY HILLS EXPO CENTER

Original Date	Name of Event	Rescheduled Date	Cancelled Event	Event Type
PAV-031420	Fabian Sanchez	PAV-021321R		Wedding Reception
PAV-031920	LA County Sheriff's Dept.		Cancelled	Womens Symposium
PAV-032120	Sandra Barrea	PAV-042421R		Quinceanera
AR-032120	Liliam Cortez	AR-031321R		Quinceanera
PAV-032820	Diana Pantoja	PAV-012321R		Wedding Reception
AR-032820	Doloes Cortez		Cancelled	50thth Surprice B/P
AR-032920	Patricia Nunez		Cancelled	Bridal Shower
PAV-041120	Ellie Rpdrogjuez	PAV-041021R		50th W/Anniversary
PAV-041720	Yamilet Diaz	PAV-041721R		Quinceanera
PAV-041820	Monica Vallin	PAV-010921R		Quinceanera
PAV-042420	Industy buisness Council	No date at this time		Taste of the town
PAV-042520	Rafael Guevara - PAV-010221R - Re-to PAV-070921R	R - Re-to PAV-070921R		Wedding Reception
PAV-102620	New Beginning Community Ministries		Cancelled	Church Event
AR-041120	Jaime Garcia	AR-072421R		Wedding C & Recp
AG-041720	Michael Mendoza		Cancelled	Ceremony
AR-041820	Adriana Gamez		Cancelled	Wedding C & Recp
AR-042520	Brianna Badillo	AR-042421R		Birthday Party
AR-042620	New Beginning Community Ministries		Cancelled	Church Event
AR-043020	Annette Perez		Cancelled	Bridal Shower
PAV-051020	New Beginning Community Ministries		Cancelled	Church Event
PAV-051520	Maria Flores (PAV-032621R)	PAV-041621R		42nd W/Anniversary
PAV-051620	Mariana Guterrez		Cancelled	Quinceanera
PAV-052320	Maria Chairez	PAV-052221R		Quinceanera
AR-050320	Sonia Sanchez	AR-050221R	Cancelled	1st Birthday Party
AR-050820	Alyssia Vega	AR-050821R		50th Birthday Party
AR-050920	Marcela Avalos		Cancelled	Graduation Party
AR-051020	New Beginning Community Ministries		Cancelled	Church Event
AR-051620	Veronica Cantero		Cancelled	18th B/Party

## INDUSTRY HILLS EXPO CENTER

Original Date	Name of Event	Rescheduled Date	Cancelled Event	Event Type
AR-052220	Nora Placencia		Cancelled	30th B/Party
AR-052320	092521R	Re- to AR-092521R		Wedding C & Recp
AR-052420	Leticia Pacillas	AR-052421R		50th W/Ann - C & Re
AR-053020	Ezekiel Daniel Marquez	Not to Covid	Cancelled	Wedding C & Recp
AR-0531-0601	Acorn Engineering Company		Cancelled	National Sales Meeting
PAV-060620	Artemio Villasenor	PAV-051521R		Quinceanera
PAV-062020	Leticia Santos Cuevas		Cancelled	Quinceanera
PAV-62720	Laura Zamora	PAV-062621R		Wedding Reception
AR-060520	Jose Perez	AR-060421R		Wedding C & Recp
AR-060620	Randy Lee Crites	AR-060521R		Wedding Reception
AR-060720	Martha Jimenez		Cancelled	Baby Shower
AR-061320	Marissa Jimenez		Cancelled	Wedding C & Recp
AR-062020	Ana Chavez	AR-013021R		Graduation Party
AR-062720	Yesenia Salinas	AR-062621R		Wedding Reception
PAV-071120	Araceli Potreto	PAV-121821R		Quinceanera
PAV-072520	Edgar Resendez		Cancelled	Wedding Reception
PAV-073121	Adrian Dominguez	PAV-073121	Cancelled	Quinceanera
AR-071120	082821R	R - Re-to AR-082821R		Graduation Party
AR-072520	Elena Medina	AR-070321R		45th Birthday Party
PAV-080121	Angelica Calderon	PAV-082121R		Quinceanera
PAV-080720	Josefa Vega De Soto	PAV-073021R		
PAV-080820	Maria Garcia		Cancelled	Sweet Sixteen
PAV-082220	Alexis Rodriguez	PAV-082821R	Cancelled	Wedding Reception
PAV-082920	Angelica Castillo	PAV-061221R	Cancelled	Wedding Reception
AR-080120	Stephanie Solis	AR-081421R		Quinceanera
AR-080820	Courtney Torrance	AR-041721R		Wedding C & Recp
AR-082120	Lizu Rangel		Cancelled	Quinceanera
AR-082220	Martha Brenes	AR-082121R		Quinceanera
AR-082920	Monica Lambert		Cancelled	60th Birthday Party

## INDUSTRY HILLS EXPO CENTER

Original Date	Name of Event	Rescheduled Date	Cancelled Event	Event Type
PAV-090420	Rachael Garnica	PAV-090421R		Wedding C & Recp
PAV-090520	Pedro Jauregui	PAV-052921R		Quinceanera
PAV-092620	Montserrat Velasquez	PAV-050821R	Cancelled	Wedding Reception
AR-090520	Teresita Perez	AR-032721R		Graduation Party
AR-091920	Beatris Delgado (AR-010921R)	AR-051521RR		Wedding Reception
AR-092620	Gabriela Chagollan		Cancelled	Sweet Sixteen
PAV-100320R	Jesus Banuelos	PAV-091821R		Quinceanera
PAV-101620	Gricelda Jimenez	PAV-100221R		Quinceanera
PAV-101720	Michelle Estrada	PAV-071021R		Quinceanera
PAV-102320	Antoinette Klinakis		Cancelled	70th B/Party
PAV-102420	Guadalupe Sanchez		Cancelled	Quinceanera
AR-100320	Desiree Sanchez		Cancelled	5th B/Party
AR-101020	Mario Bustamante		Cancelled	Birthday Party
AR-101720	Veronica Luna		Cancelled	Wedding C & Recp
AR-103120	Monica Pelayo	AR-052221R		Wedding Reception
PAV-110720	Manuela Gil	PAV-110621R	Cancelled	Quinceanera
PAV-111420	Jessica Guerra	PAV-111321R		Quinceanera
PAV-112020	Susana Quirarte		Cancelled	Wedding Reception
PAV-112720	Jose Morales		Cancelled	Quinceanera
PAV-112820	Elisabeth De Los Santos	PAV-070321R		Wedding C & Recp
AR-111420	Chrisitne Boyer	AR-111420R		Wedding C & Recp
PAV-121220	Furniture of America	PAV-121121R		Holiday Party
PAV-121820	Jose Acosta	No date at this time		
AR-120520	Adrina Orozco		Cancelled	Wedding Reception
PAV-020621	Brenda Bautista	PAV-112021R		Wedding C & Recp
PAV-092521	Elaine Cabrera		Cancelled	Wedding Reception

*CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY*

ITEM NO. 6.2



Industry Hills Expo Center  
Check Detail  
September 2020

Industry Hills Expo Center - Check Register  
SEPTEMBER

DATE	CHECK #	PAYEE	AMOUNT	DETAILS
09/01/2020	16345	CINTAS	1,747.85	MATS, MOPS AND UNIFORMS
09/01/2020	16346	FRONTIER COMMUNICATIONS	298.98	INTERNET EXP.
09/01/2020	16347	GRAHAM COMPANY	430.00	PROPERTY MAINT EXP. - ARENA EMERGENCY LIGHTS
09/01/2020	16348	HOME DEPOT	855.27	PROPERTY MAINT EXP.
09/08/2020	16349	TBS CLEANING SERVICE	1,962.18	PROPERTY MAINT EXP.
09/16/2020	16350	AR-052221R MONICA PELAYO	729.00	*EVENT CANCELLATION REFUND
09/16/2020	16351	PAV-082821R ALEXIS RODRIGUEZ	1,400.00	*EVENT CANCELLATION REFUND
09/16/2020	16352	PAV-110621 MANUELA GIL	2,119.00	*EVENT CANCELLATION REFUND
09/18/2020	16353	ALARMCO	700.00	PROG. PMT. ALARM SYS.
09/18/2020	16354	AT&T	533.65	TELEPHONE EXP.
09/18/2020	16355	CNC EQUESTRIAN MANAGEMENT	1,311.97	AMEX CHGS SEPTEMBER 2020
09/18/2020	16356	FOOTHILL VACUUM & JANITORIAL	691.22	PROPERTY MAINT EXP.
09/18/2020	16357	FRONTIER COMMUNICATIONS	469.06	TELEPHONE EXP.
09/18/2020	16358	JANUS PEST MANAGEMENT, INC.	1,250.00	PROPERTY MAINT EXP.
09/18/2020	16359	JUAN LOPEZ	637.50	IT SERVICES-AUGUST 2020
09/18/2020	16360	OFFICE DEPOT	203.48	OFFICE SUPPLIES EXP.
09/18/2020	16361	RANCHO JANITORIAL SUPPLIES	507.69	PROPERTY MAINT EXP.
09/18/2020	16362	THE FLY GUY	406.46	PROPERTY MAINT EXP.
09/23/2020	16363	BROWN & BROWN OF CALIFORNIA INC.	1,000.00	TULIP INSURANCE PREMIUM (BANQUETS)
09/23/2020	16364	California Dept. of Tax and Fee Admin.	13.88	SALES TAX PAYMENT
09/23/2020	16365	CITY OF INDUSTRY	7,649.13	ROLL OFF/DUMP FEES
09/23/2020	16366	FED EX	43.84	POSTAGE EXP.
09/23/2020	16367	MRC SMART TECHNOLOGY SOLUTIONS	2,658.90	OFFICE SUPPLIES EXP.
09/23/2020	16368	TBS CLEANING SERVICE	1,950.00	PROPERTY MAINT EXP.
09/23/2020	16369	AR-050221 SONIA SANCHEZ	400.00	*EVENT CANCELLATION REFUND
09/30/2020	16370	PCR CASH	504.21	PETTY CASH REIMBURSEMENT.
09/30/2020	16371	CINTAS	3,865.36	MATS, MOPS AND UNIFORMS
09/30/2020	16372	CNC EQUESTRIAN MANAGEMENT	47,092.98	MNTHLY MGMT FEE/SALARIES
09/30/2020	16373	DMV RENEWAL	999.00	VEHICLE MAINT. EXP.
09/30/2020	16374	HOME DEPOT	590.78	PROPERTY MAINT EXP.
09/30/2020	16375	JAM GOLF CARS	2,075.77	VEHICLE MAINT. EXP.
09/30/2020	16376	OFFICE DEPOT	67.28	OFFICE SUPPLIES EXP.
09/30/2020	16377	ROGERS,CLEM & CO.	2,200.00	ACCTG. CONSULTING SERVICES-AUGUST 2020
09/30/2020	16378	SATSUMA LANDSCAPE	8,674.00	PROPERTY MAINT EXP.
09/30/2020	16379	SONSRAY MACHINERY	482.81	PROPERTY MAINT EXP.
09/30/2020	16380	SOUTHERN CALIFORNIA EDISON	12,270.09	UTILITIES EXP.
09/30/2020	16381	SPARKLETTS	17.00	OFFICE SUPPLIES EXP.
09/30/2020	16382	XEROX FINANCIAL SERVICES	708.85	LEASE PYMT. XEROX
09/30/2020	16383	VOID CHECK	0.00	PRINTER FEED ERROR
09/30/2020	16384	YOUNG'S MARKET CO.	287.17	ALCOHOL INV. - SKIPPED INV.
<b>*INDICATES CANCELLATION DUE TO COVID-19 OUTBREAK</b>				
<b>TOTAL</b>			<b>109,804.36</b>	

*CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY*

ITEM NO. 6.3



# CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

## MEMORANDUM

TO: Honorable Chairman and Board Members

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

DATE: November 11, 2020

SUBJECT: Civic-Recreational-Industrial Authority August 31, 2020 Financial Report

### **Executive Summary:**

The Expo Center operations have been shut down since March 2020 in response to the COVID-19 pandemic. Since the Board has decided to cancel all remaining events at the Expo Center for the remainder of 2020 the analysis will focus mainly on the control of expenditures and status of the capital projects to be completed during 2020.

#### Expo Center:

For the month ended August 31, 2020, the Expo Center generated revenues of \$5,086 and incurred expenses of \$149,153.

For the year to date ended August 31, 2020, the Expo Center expenses amounted to \$270,741, which represents 17% of budgeted annual expenses of \$1,594,300. Transfers received by the Expo Center amounted to \$95,000 for the year to date ended August 31, 2020.

The expenses are in line with the budgeted amounts for the year ended June 30, 2021.

#### Capital Projects Fund:

Total budgeted expenses for the year ended June 30, 2021 amount to \$493,500 which the Fund incurred \$41,397 of year to date expenses for the period ended August 31, 2020. Year to date transfers from the City of Industry amounted to \$771,201, of which \$95,000 was transferred to the Expo Center.

**Description of Reports:**

The monthly financial statements, as shown in Exhibit A, are a comprehensive document reflecting the financial position and the result of operations of the Authority at August 31, 2020.

**Fiscal Impact:**

There is no fiscal impact as result of this action.

**Recommendation:**

Receive and file.

# **EXHIBIT A**

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

FINANCIAL STATEMENTS

AUGUST 31, 2020

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

FINANCIAL STATEMENTS

AUGUST 31, 2020

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

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

EXECUTIVE SUMMARY  
FINANCIAL STATEMENTS  
AUGUST 31, 2020

**Expo Center Operations**

During the month ended August 31, 2020, no events were held in The Pavilion, Avalon Room or Grand Arena due to events either being cancelled or rescheduled as a result of the COVID-19 pandemic.

At August 31, 2020 and 2019, our financial statements reflect the following activity:

<u>Expo Center Operations</u>	Month Ended 8/31/2020	Year To Date 8/31/2020	Annual Budget 2019-2020	% of Annual Budget	Month Ended 08/31/2019	Year To Date 08/31/2019
Total revenues	\$ 5,086	\$ 5,728	\$ 555,000	1%	\$ 199,003	\$ 478,884
Expenses:						
Direct Expo Center expenses	49,673	85,611	450,800	19%	145,397	378,487
General and administrative expenses	99,480	185,130	1,143,500	16%	112,164	227,704
Total direct Expo Center expenses	149,153	270,741	1,594,300	17%	257,561	606,191
Net loss from operations	(144,067)	(265,015)	(1,039,300)	25%	(58,558)	(127,307)
Net loss	\$ (144,067)	\$ (265,015)	\$ (1,039,300)	25%	\$ (58,558)	\$ (127,307)

Summarized financial information by department for the month ending August 31, 2020 and 2019:

<u>Expo Center Operations</u>	Month Ended 8/31/2020	Month Ended 8/31/2020	Month Ended 8/31/2020	Month Ended 8/31/2020	Month Ended 8/31/2020
	Speedway	Facilities	Grand Arena	General and Admin.	Totals
Total revenues	\$ -	\$ 975	\$ 626	\$ 3,485	\$ 5,086
Expenses:					
Direct Expo Center expenses	1,008	24,970	23,695	-	49,673
General and administrative expenses	-	-	-	99,480	99,480
Total direct Expo Center expenses	1,008	24,970	23,695	99,480	149,153
Net (loss) Income from operations	(1,008)	(23,995)	(23,069)	(95,995)	(144,067)
Net loss for the month ended	\$ (1,008)	\$ (23,995)	\$ (23,069)	\$ (95,995)	\$ (144,067)

<u>Expo Center Operations</u>	Month Ended 8/31/2019	Month Ended 8/31/2019	Month Ended 8/31/2019	Month Ended 8/31/2019	Month Ended 8/31/2019
	Speedway	Facilities	Grand Arena	General and Admin.	Totals
Total revenues	\$ 56,661	\$ 59,950	\$ 82,122	\$ 270	\$ 199,003
Expenses:					
Direct Expo Center expenses	42,630	47,830	54,937	-	145,397
General and administrative expenses	-	-	-	112,164	112,164
Total direct Expo Center expenses	42,630	47,830	54,937	112,164	257,561
Net Income (loss) from operations	14,031	12,120	27,185	(111,894)	(58,558)
Net Income (loss) for the month ended	\$ 14,031	\$ 12,120	\$ 27,185	\$ (111,894)	\$ (58,558)



CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

EXECUTIVE SUMMARY  
FINANCIAL STATEMENTS  
AUGUST 31, 2020

Summarized financial information by department for the year to date period ending August 31, 2020 and 2019:

<u>Expo Center Operations</u>	Year To Date	Year To Date	Year To Date	Year To Date	Year To Date
	8/31/2020	8/31/2020	8/31/2020	8/31/2020	8/31/2020
	Speedway	Facilities	Grand Arena	General and Admin.	Totals
Total revenues	\$ -	\$ 975	\$ 1,268	\$ 3,485	\$ 5,726
Expenses:					
Direct Expo Center expenses	2,017	43,723	39,871	-	85,611
General and administrative expenses	-	-	-	185,130	185,130
Total direct Expo Center expenses	<u>2,017</u>	<u>43,723</u>	<u>39,871</u>	<u>185,130</u>	<u>270,741</u>
Net (loss) income from operations	<u>(2,017)</u>	<u>(42,748)</u>	<u>(38,805)</u>	<u>(181,645)</u>	<u>(265,015)</u>
Net loss year to date	\$ <u>(2,017)</u>	\$ <u>(42,748)</u>	\$ <u>(38,805)</u>	\$ <u>(181,645)</u>	\$ <u>(265,015)</u>

<u>Expo Center Operations</u>	Year To Date	Year To Date	Year To Date	Year To Date	Year To Date
	8/31/2019	8/31/2019	8/31/2019	8/31/2019	8/31/2019
	Speedway	Facilities	Grand Arena	General and Admin.	Totals
Total revenues	\$ 108,868	\$ 120,931	\$ 248,815	\$ 270	\$ 478,884
Expenses:					
Direct Expo Center expenses	101,231	111,890	165,366	-	378,487
General and administrative expenses	-	-	-	227,704	227,704
Total direct Expo Center expenses	<u>101,231</u>	<u>111,890</u>	<u>165,366</u>	<u>227,704</u>	<u>606,191</u>
Net income (loss) from operations	<u>7,637</u>	<u>9,041</u>	<u>83,449</u>	<u>(227,434)</u>	<u>(127,307)</u>
Net Income (loss) for the year ended	\$ <u>7,637</u>	\$ <u>9,041</u>	\$ <u>83,449</u>	\$ <u>(227,434)</u>	\$ <u>(127,307)</u>

**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 August 31, 2020 amounted to \$5,834,212. 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 August 31, 2020. It is the accounting policy of the CRIA to record annual depreciation expense subsequent to the completion of the June 30, 2020 annual audit.

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

EXECUTIVE SUMMARY  
 FINANCIAL STATEMENTS  
AUGUST 31, 2020

**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 August 31, 2020, our financial statements reflect the following activity:

<u>Capital Projects Fund</u>	<u>Month Ended</u> <u>8/31/2020</u>	<u>Year To Date</u> <u>8/31/2020</u>	<u>Annual Budget</u> <u>2019-2020</u>	<u>% of Annual</u> <u>Budget</u>
Total revenues	\$ 22	\$ 302	\$ 1,500	20%
Expenditures				
General and administrative expenses	38,364	41,397	493,500	8%
Total expenses	38,364	41,397	493,500	8%
Net loss	\$ (38,342)	\$ (41,095)	\$ (492,000)	8%

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

BALANCE SHEET  
AS OF AUGUST 31, 2020

	<u>Capital Projects</u>	<u>Expo Center</u>
<b>ASSETS</b>		
<b>CURRENT ASSETS:</b>		
Cash and cash equivalents	\$ 615,356	\$ 48,375
Investments	83,714	-
Accounts receivable, net	-	3,939
Prepaid insurance	-	6,521
Prepaid expenses	-	47,093
Inventories	-	38,448
Deposits	-	3,000
Total current assets	<u>699,070</u>	<u>147,376</u>
<b>CAPITAL ASSETS, net</b>	<u>-</u>	<u>5,834,212</u>
Total assets	<u>\$ 699,070</u>	<u>\$ 5,981,588</u>
<b>LIABILITIES AND FUND BALANCE</b>		
<b>CURRENT LIABILITIES:</b>		
Accounts payable	\$ 2,009	\$ 45,777
Sales tax payable	-	14
Advance rental payments	-	95,552
Security deposits	-	45,250
Total current liabilities	<u>2,009</u>	<u>186,593</u>
<b>FUND BALANCE:</b>		
Fund balance	<u>697,061</u>	<u>5,794,995</u>
Total liabilities and fund balance	<u>\$ 699,070</u>	<u>\$ 5,981,588</u>

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

STATEMENT OF OPERATIONS  
FOR THE MONTH AND YEAR TO DATE AUGUST 31, 2020

	CAPITAL PROJECTS				EXPO-CENTER			
	MONTH ENDED 8/31/2020	YEAR TO DATE 8/31/2020	2019-2020 ANNUAL BUDGET	% OF ANNUAL BUDGET	MONTH ENDED 8/31/2020	YEAR TO DATE 8/31/2020	2019-2020 ANNUAL BUDGET	% OF ANNUAL BUDGET
REVENUES:								
Expo center revenues	\$ -	\$ -	\$ -	0%	\$ 5,086	\$ 5,726	\$ 555,000	1%
Other revenues	22	302	1,500	20%	-	-	-	0%
Total revenues	<u>22</u>	<u>302</u>	<u>1,500</u>	20%	<u>5,086</u>	<u>5,726</u>	<u>555,000</u>	1%
EXPENDITURES:								
Operating expenses	-	-	-		49,673	85,611	450,800	19%
General and administrative expenses	38,364	41,397	493,500	8%	99,480	185,130	1,143,500	16%
Total expenses	<u>38,364</u>	<u>41,397</u>	<u>493,500</u>	8%	<u>149,153</u>	<u>270,741</u>	<u>1,594,300</u>	17%
EXCESS OF EXPENDITURES OVER REVENUES	(38,342)	(41,095)	(492,000)	8%	(144,067)	(265,015)	(1,039,300)	25%
OTHER FINANCING SOURCES, NET	<u>675,001</u>	<u>676,201</u>	<u>-</u>	0%	<u>95,000</u>	<u>95,000</u>	<u>-</u>	0%
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER EXPENDITURES/(EXCESS OF EXPENDITURES OVER REVENUE AND OTHER FINANCING SOURCES)	636,659	635,106	\$ <u>(492,000)</u>		(49,067)	(170,015)	\$ <u>(1,039,300)</u>	
Fund balance, beginning	<u>60,402</u>	<u>61,955</u>			<u>5,844,062</u>	<u>5,965,010</u>		
Fund balance, ending	\$ <u>697,061</u>	\$ <u>697,061</u>			\$ <u>5,794,995</u>	\$ <u>5,794,995</u>		

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

INDUSTRY HILLS EXPO CENTER  
 STATEMENT OF CASH FLOWS  
FOR THE TWO MONTHS ENDED AUGUST 31, 2020

	<u>AMOUNT</u>
CASH FLOWS FROM OPERATING ACTIVITIES	
Net loss before transfers and other credits	\$ (265,015)
Adjustments to reconcile net loss to net cash used in operating activities:	
Change in operating assets and liabilities:	
Accounts receivable, net	2,482
Due from other funds	222,000
Prepaid insurance	2,179
Prepaid expenses	(47,097)
Inventories	(34)
Accounts payable	4,100
Sales tax payable	14
Advance rental payments	(1,472)
Security deposits	1,550
Net cash used in operating activities	<u>(81,293)</u>
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES	
Other financing sources	<u>95,000</u>
NET CHANGE IN CASH	13,707
Cash at June 30, 2020	34,668
Cash at August 31, 2020	<u>\$ 48,375</u>

**INDUSTRY HILLS EXPO CENTER  
SCHEDULE OF REVENUES AND EXPENSES  
FOR THE MONTHS AND YEARS TO DATE AUGUST 31, 2020 AND 2019**

<u>Expo Center Operations</u>	<u>MONTH ENDED</u> <u>8/31/2020</u>	<u>YEAR TO DATE</u> <u>8/31/2020</u>	<u>ANNUAL</u> <u>BUDGET</u> <u>2019-2020</u>	<u>% OF</u> <u>ANNUAL</u> <u>BUDGET</u>	<u>MONTH ENDED</u> <u>08/31/2019</u>	<u>YEAR TO DATE</u> <u>08/31/2019</u>
<b>Revenues</b>						
Facilities rentals	\$ 976	\$ 976	\$ 118,000	1%	\$ 30,562	\$ 66,866
Facilities rentals - bar sales	-	-	107,800	0%	19,561	49,038
Facilities - security	-	-	24,400	0%	3,603	7,942
Facilities - food	-	-	5,700	0%	1,649	2,120
Facilities - insurance	-	-	-	0%	1,300	2,700
Facilities - other	-	-	-	0%	3,275	3,275
Grand Arena - special events rentals	-	-	-	0%	15,000	28,362
Grand Arena - outdoor arena rentals	-	-	3,800	0%	-	-
Grand Arena - show barn stall rentals	480	1,120	21,000	6%	855	3,909
Grand Arena - shaving sales	-	-	5,200	0%	384	384
Grand Arena - security	-	-	44,800	0%	9,402	36,867
Grand Arena - trailer parking	-	-	7,200	0%	895	1,670
Grand Arena - bar sales	146	146	-	0%	43,016	115,840
Grand Arena - food	-	-	-	0%	3,179	8,238
Grand Arena - food sales	-	-	100	0%	-	-
Grand Arena - parking	-	-	-	0%	5,100	33,270
Grand Arena - other	-	-	33,500	0%	4,291	21,275
Speedway - Merchandise	-	-	-	0%	2,591	4,777
Speedway - Bar	-	-	33,700	0%	12,725	24,264
Speedway - Prize Money	-	-	30,200	0%	6,276	12,495
Speedway - General Admission	-	-	51,400	0%	18,175	34,365
Speedway - Concessions	-	-	28,400	0%	10,571	21,477
Speedway - Parking	-	-	12,900	0%	4,165	8,930
Speedway - Other	-	-	25,100	0%	2,169	2,560
G&A- Other	3,485	3,485	1,800	194%	270	270
<b>Total revenues</b>	<b>6,086</b>	<b>6,726</b>	<b>555,000</b>	<b>1%</b>	<b>199,003</b>	<b>478,684</b>
<b>Expo expenses</b>						
Cost of sales	188	188.00	78,200	0%	27,569	46,559
Bar supplies	-	-	200	0%	1,219	3,314
Promotional banquet	-	-	3,400	0%	-	488
Food	-	-	100	0%	-	-
Contract labor/wages	43,167	73,390	22,800	322%	50,602	154,373
Furniture/fixtures & equipment	-	-	13,800	0%	-	4,900
Facilities - insurance	-	-	6,700	0%	1,300	3,100
Miscellaneous	-	-	2,500	0%	2,841	2,841
Promotional	-	-	10,500	0%	885	1,484
Property maintenance	430	1,436	36,400	4%	2,965	7,700
Repairs and maintenance	-	-	1,100	0%	2,301	4,602
Security - Grand Arena	-	-	40,100	0%	4,700	27,050
Security - Facilities	-	-	26,800	0%	8,212	12,561
Security - Speedway	-	-	13,000	0%	5,500	9,125
Shavings	-	-	2,400	0%	-	1,121
Supplies	2,793	6,743	34,900	16%	7,991	21,398
Equipment rental	1,337	1,337	11,700	11%	-	-
Special event concessions	-	-	-	0%	38	3,328
Bad debt	750	1,500	8,400	18%	1,500	3,000
Speedway- Concessions	-	-	12,700	0%	1,685	8,877
Speedway- Merchandise	-	-	5,100	0%	-	-
Speedway- Insurance	1,008	2,017	9,500	21%	1,027	2,066
Speedway - Prize money	-	-	45,300	0%	17,781	28,876
Speedway- Outside services/contract labor	-	-	65,400	0%	7,381	30,945
<b>Total Expo expenses</b>	<b>49,673</b>	<b>86,611</b>	<b>460,800</b>	<b>19%</b>	<b>145,397</b>	<b>378,487</b>
<b>Operating income before direct</b>						
G & A and CRIA Indirect expenses	(44,587)	(79,885)	104,200	-77%	53,608	100,397

INDUSTRY HILLS EXPO CENTER  
SCHEDULE OF REVENUES AND EXPENSES  
FOR THE MONTHS AND YEARS TO DATE AUGUST 31, 2020 AND 2019

<u>Expo Center Operations</u>	MONTH ENDED 8/31/2020	YEAR TO DATE 8/31/2020	ANNUAL BUDGET 2019-2020	% OF ANNUAL BUDGET	MONTH ENDED 08/31/2019	YEAR TO DATE 08/31/2019
Direct general and administrative expenses						
Travel and meetings	-	-	1,500	0%	422	642
Dues, subscriptions, books, etc.	1,494	4,169	12,800	32%	2,599	3,631
Equipment rental/lease	3,368	4,214	5,000	84%	2,104	2,807
Employee training	-	-	800	0%	747	747
Furniture/fixtures & equipment	-	-	1,000	0%	-	-
Advertising/printing	-	-	100	0%	-	-
Telephone	1,592	3,053	17,500	17%	1,055	1,868
Postage	-	-	6,500	0%	295	1,828
Miscellaneous	309	607	24,000	3%	972	3,535
Professional services	17,746	35,433	322,500	11%	28,011	50,497
Repairs and equipment	-	-	3,100	0%	-	721
Vehicle expenses	1,807	1,807	68,800	3%	4,878	13,164
Insurance and bonds	1,088	2,173	11,700	10%	1,008	2,016
Supplies	2,828	4,959	52,500	9%	3,803	8,315
Contract labor/administrative wages	39,955	73,813	310,100	24%	35,555	78,018
Property maintenance	17,179	31,830	135,400	23%	10,149	19,708
Utilities	12,116	23,482	170,200	14%	20,566	40,207
Total direct general and administrative expense	<u>99,480</u>	<u>185,130</u>	<u>1,143,500</u>	16%	<u>112,164</u>	<u>227,704</u>
EXCESS OF EXPENDITURES OVER REVENUES	<u>\$ (144,067)</u>	<u>\$ (265,015)</u>	<u>\$ (1,039,300)</u>	25%	<u>\$ (58,558)</u>	<u>\$ (127,307)</u>

**CAPITAL PROJECTS FUND  
SCHEDULE OF REVENUES AND EXPENDITURES  
FOR THE MONTH AND YEAR TO DATE AUGUST 31, 2020**

REVENUES:	MONTH ENDED 8/31/2020	YEAR TO DATE 8/31/2020	ANNUAL BUDGET 2019-2020	% OF ANNUAL BUDGET
Other revenues	\$ 22	\$ 302	\$ 1,500	20%
<b>GENERAL AND ADMINISTRATIVE EXPENSES:</b>				
Salaries - board	2,836	5,672	38,000	15%
Medicare/disability	41	82	600	14%
PARS - ARS	107	213	1,400	15%
Legal	-	-	10,000	0%
Professional services	-	-	113,000	0%
Accounting	51	101	1,000	10%
Vehicle expenses	-	-	7,000	0%
Property maintenance	35,271	35,271	295,000	12%
Insurance and bonds	-	-	26,000	0%
Office expenses	-	-	500	0%
Utilities	15	15	1,000	2%
Total general and administrative expenses	<u>38,364</u>	<u>41,397</u>	<u>493,500</u>	8%
<b>EXCESS OF EXPENDITURES OVER REVENUES</b>	<b>\$ <u>(38,342)</u></b>	<b>\$ <u>(41,095)</u></b>	<b>\$ <u>(492,000)</u></b>	<b>8%</b>