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# Civic-Recreational-Industrial Authority



Regular Meeting Agenda  
January 13, 2021  
9:00 a.m.

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

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 regular 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: 111 321 961#. 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 Monday, January 11, 2021, 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 Civic-Recreational-Industrial 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 Civic-Recreational-Industry 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 January 13, 2021

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

- 5.2 Consideration of the minutes of the November 10, 2020 special meeting and the December 9, 2020 regular meeting

*RECOMMENDED ACTION: Approve as submitted.*

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 November 2020

*RECOMMENDED ACTION: Receive and file.*

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

*RECOMMENDED ACTION: Receive and file the report.*

- 6.4 Consideration of Amendment No. 2 to the Professional Services Agreement with Goss Engineering, Inc., for the EXPO Barn Facilities Lighting Upgrade Design and Specifications Services, extending the term through March 31, 2021 (CIP-EXPO-18-014-B)

*RECOMMENDED ACTION: Approve the Amendment.*

7. **EXECUTIVE DIRECTOR COMMUNICATIONS**

8. Adjournment. Next regular meeting: Wednesday, February 10, 2021 at 9:00 a.m.

*CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY*

ITEM NO. 5.1

**CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY**  
AUTHORIZATION FOR PAYMENT OF BILLS  
Board Meeting January 13, 2021

<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
120	CAPITAL IMPROVEMENT FUND	189,605.45
360	INDUSTRY HILLS EXPO OPERATING ACCOUNT	197,844.07

<u>BANK</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
WFCK	WELLS FARGO CHECKING	387,449.52

APPROVED PER CITY MANAGER

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**Civic-Recreational-Industrial Authority**  
**Board Meeting**  
**January 13, 2021**

Check	Date		Payee Name	Check Amount
<b>CRIA.WF.CHK - CRIA Wells Fargo Checking</b>				
11140	12/16/2020		SOCALGAS	\$15.29
	Invoice	Date	Description	Amount
	2021-00000970	12/07/2020	11/02-12/03/20 SVC - 16200 TEMPLE AVE APT 100-EXPO	\$15.29
11141	01/06/2021		CRIA-EQUESTRIAN CENTER	\$66,000.00
	Invoice	Date	Description	Amount
	NOV-20	01/04/2021	REIMBURSEMENT FOR NOVEMBER 2020 OPERATING C	\$66,000.00
11142	01/06/2021		L A COUNTY REGISTRAR-RECORDER/	\$75.00
	Invoice	Date	Description	Amount
	EXPO-2129	12/22/2020	ENVIRONMENTAL FILING FEE-NOTICE OF EXEMPTION	\$75.00
11143	01/13/2021		ABSOLUTE INTERNATIONAL SECURIT	\$42,995.81
	Invoice	Date	Description	Amount
	2020102024	01/01/2021	DECEMBER 2020 SECURITY SVC	\$42,995.81
11144	01/13/2021		CITY OF INDUSTRY	\$300.46
	Invoice	Date	Description	Amount
	2021-00000029	11/30/2020	NOVEMBER 2020 FUEL COSTS	\$300.46
11145	01/13/2021		CITY OF INDUSTRY-REFUSE	\$900.00
	Invoice	Date	Description	Amount
	4237045	12/01/2020	IH RODEO STORAGE BOXES	\$450.00
	4301870	01/01/2021	IH RODEO STORAGE BOXES	\$450.00
11146	01/13/2021		CNC ENGINEERING	\$115,687.50
	Invoice	Date	Description	Amount

**Civic-Recreational-Industrial Authority**  
**Board Meeting**  
**January 13, 2021**

Check	Date	Payee Name	Check Amount
<b>CRIA.WF.CHK - CRIA Wells Fargo Checking</b>			
502129	12/14/2020	RESURFACING DESIGN-EXPO CENTER PARKING LOT	\$705.00
502130	12/14/2020	EXPO BARN FACILITY LIGHTING UPGRADES	\$9,962.50
502131	12/14/2020	LIGHTING AND ELECTRICAL IMPROVEMENTS-EXPO CE	\$4,675.00
502132	12/14/2020	SEWER DESIGN - EXPO CENTER SEWER MAIN REPLA	\$9,502.50
502133	12/14/2020	AVALON ROOM IMPROVEMENTS	\$8,845.00
502136	12/14/2020	EXPO CENTER ALARM SYSTEM UPGRADES	\$200.00
502137	12/14/2020	EXPO CENTER ELECTRICAL LOADING MASTER PLAN	\$1,915.00
502138	12/14/2020	EXPO CENTER ROADS REHABILITATION	\$15,032.50
502164	01/05/2021	RESURFACING DESIGN-EXPO CENTER PARKING LOT	\$1,400.00
502165	01/05/2021	EXPO BARN FACILITY LIGHTING UPGRADES	\$6,927.50
502166	01/05/2021	LIGHTING AND ELECTRICAL IMPROVEMENTS-EXPO CE	\$5,090.00
502167	01/05/2021	SEWER DESIGN - EXPO CENTER SEWER MAIN REPLA	\$6,857.50
502168	01/05/2021	AVALON ROOM IMPROVEMENTS	\$4,455.00
502171	01/05/2021	EXPO CENTER ALARM SYSTEM UPGRADES	\$300.00
502172	01/05/2021	EXPO CENTER ROADS REHABILITATION	\$8,700.00
502170	01/05/2021	NEW BANQUET FACILITY AT THE EXPO CENTER	\$19,757.50
502135	12/14/2020	NEW BANQUET FACILITY AT THE EXPO CENTER	\$11,362.50
<b>11147</b>	01/13/2021	<b>CNC ENGINEERING</b>	<b>\$3,477.50</b>
Invoice	Date	Description	Amount
502173	01/05/2021	EXPO CENTER - STANDARDS OF FACILITIES MAINTEN	\$700.00
502139	12/14/2020	EXPO CENTER - STANDARDS OF FACILITIES MAINTEN	\$2,777.50
<b>11148</b>	01/13/2021	<b>CRIA-PAYROLL ACCOUNT</b>	<b>\$7,000.00</b>
Invoice	Date	Description	Amount
JAN-21	12/14/2020	REPLENISH PAYROLL ACCOUNT FOR JANUARY 2021	\$7,000.00

**Civic-Recreational-Industrial Authority**  
**Board Meeting**  
**January 13, 2021**

Check	Date		Payee Name	Check Amount
<b>CRIA.WF.CHK - CRIA Wells Fargo Checking</b>				
11149	01/13/2021		ELEVATE PUBLIC AFFAIRS, LLC	\$5,000.00
	Invoice	Date	Description	Amount
	2104	12/15/2020	PROFESSIONAL SVC - NOVEMBER 2020	\$5,000.00
11150	01/13/2021		ENVIRONS, INC.	\$1,590.00
	Invoice	Date	Description	Amount
	3456	12/03/2020	LANDSCAPE PLANS - EXPO CENTER-NEW BANQUET F.	\$1,590.00
11151	01/13/2021		FRAZER, LLP	\$1,677.00
	Invoice	Date	Description	Amount
	169766	11/30/2020	PROFESSIONAL SVC - NOVEMBER 2020	\$1,677.00
11152	01/13/2021		IDS GROUP, INC.	\$17,415.00
	Invoice	Date	Description	Amount
	20X047.00-1	11/30/2020	FIRE ALARM SYSTEM DESIGN - EXPO CENTER	\$6,300.00
	20X047.00-2	12/22/2020	FIRE ALARM SYSTEM DESIGN - EXPO CENTER	\$11,115.00
11153	01/13/2021		IRRI-CARE PLUMBING & BACKFLOW T	\$2,573.29
	Invoice	Date	Description	Amount
	11699	11/06/2020	BACKFLOW TESTING - EXPO CENTER	\$1,080.00
	11756	12/03/2020	BACKFLOW TESTING - EXPO CENTER	\$1,493.29
11154	01/13/2021		KLINE'S PLUMBING, INC.	\$705.00
	Invoice	Date	Description	Amount
	11656	12/07/2020	LEAK REPAIRS - EXPO CENTER-PATIO CAFE	\$120.00
	11664	12/14/2020	PLUMBING SVC - EXPO CENTER RESTROOMS	\$390.00
	11663	12/14/2020	PLUMBING SVC - EXPO CENTER RESTROOMS	\$195.00



**Civic-Recreational-Industrial Authority**  
**Board Meeting**  
**January 13, 2021**

Check	Date		Payee Name	Check Amount
<b>CRIA.WF.CHK - CRIA Wells Fargo Checking</b>				
11155	01/13/2021		M. BREY ELECTRIC, INC.	\$49,201.95
	Invoice	Date	Description	Amount
	#1EXPO-2128	01/01/2021	EXPO CENTER BARN LIGHTING UPDATES	\$51,791.54
11156	01/13/2021		NINYO & MOORE GEOTECHNICAL COI	\$5,636.00
	Invoice	Date	Description	Amount
	245336	12/30/2020	ASBESTOS & LEAD TESTING - EXPO CENTER AVALON	\$5,636.00
11157	01/13/2021		PACIFIC UTILITY INSTALLATION	\$24,577.00
	Invoice	Date	Description	Amount
	22667	11/30/2020	ELECTRICAL DISTRIBUTION & STREETLIGHT SYSTEM	\$22,776.00
	22824	12/31/2020	ELECTRICAL DISTRIBUTION & STREETLIGHT SYSTEM	\$1,801.00
11158	01/13/2021		SATSUMA LANDSCAPE & MAINT.	\$37,317.16
	Invoice	Date	Description	Amount
	1220EC	12/28/2020	DECEMBER 2020 LANDSCAPE MAINTENANCE	\$37,317.16
11159	01/13/2021		THE BIG NORWEGIAN	\$2,035.56
	Invoice	Date	Description	Amount
	56268	12/09/2020	2004 JLG 860SJ SERVICE & REPAIRS	\$2,035.56
11160	01/13/2021		VORTEX INDUSTRIES, INC.	\$3,270.00
	Invoice	Date	Description	Amount
	04-1473111	12/03/2020	INSTALL MAGNETIC GATE LOCK - EXPO CENTER SWIN	\$3,270.00

**Civic-Recreational-Industrial Authority**  
**Board Meeting**  
**January 13, 2021**

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

Checks	Status	Count	Transaction Amount
	Total	21	\$387,449.52

*CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY*

ITEM NO. 5.2

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CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY  
SPECIAL MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
NOVEMBER 10, 2020  
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The Special 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: 530 525 215#.

**FLAG SALUTE**

The flag salute was led by Board Member Ron Whittemore.

**ROLL CALL**

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

STAFF PRESENT: Troy Helling, Executive Director; Bing Hyun, Assistant City Manager; Josh Nelson, Director of Public Works/City Engineer/Assistant City Manager; James M. Casso, General Counsel; Julie Robles, Secretary; and Lynn Thompson, Administrative Technician III.

**PUBLIC COMMENTS**

There was none.

**CONSENT CALENDAR**

**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.*

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CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY  
SPECIAL MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
NOVEMBER 10, 2020  
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**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.*

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

AYES:	BOARD MEMBERS:	BENAVIDEZ, LEE, LINDSEY, WHITTEMORE, 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 Facility Ops Manager, Cory Moss provided a staff report and was available to answer any questions.

Executive Director, Troy Helling, spoke on the increase of COVID incidents rising in the County and suggested that the Expo Center staff start cancelling events for the first quarter of next year and he will bring back an agenda item for the next CRIA meeting.

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:	BENAVIDEZ, LEE, LINDSEY, WHITTEMORE, C/HARTMANN
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	NONE
ABSTAIN:	BOARD MEMBERS:	NONE

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CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY  
SPECIAL MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
NOVEMBER 10, 2020  
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**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.*

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

AYES:	BOARD MEMBERS:	BENAVIDEZ, LEE, LINDSEY, WHITTEMORE, 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 JULY 31, 2020**

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

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

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

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

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CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY  
SPECIAL MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
NOVEMBER 10, 2020  
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**EXECUTIVE DIRECTOR COMMUNICATIONS**

Executive Director, Troy Helling, introduced Josh Nelson who presented photos of the new lighting at the Expo Center parking lot.

**ADJOURNMENT**

Larry Hartmann expressed his appreciation to staff and all that attend these meetings. He thanked General Counsel, James M. Casso, for keeping us on the straight and narrow and honored our dear Expo Center past supporters, Hilda and Dan Holloway.

Larry Hartmann ended the meeting with a quote provided by Ron Whitemore by Author John Wooden; "Do not let what you cannot do interfere with what you can do."

There being no further business, the Civic-Recreational-Industrial Authority adjourned at 9:20 a.m.

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Larry Hartmann, Chairman

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Julie Robles, Secretary

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CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY  
REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
DECEMBER 9, 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: 838 998 17#.

**FLAG SALUTE**

The flag salute was led by Board Member Sean Lee.

**ROLL CALL**

PRESENT: Larry Hartmann, Chairman  
Eric Benavidez, Board Member  
Sean Lee, Board Member  
Bob Lindsey, Board Member  
Ronald Whittlemore, Board Member

STAFF PRESENT: Troy Helling, Executive Director; Bing Hyun, Assistant City Manager; Josh Nelson, Director of Public Works/City Engineer/Assistant City Manager; James M. Casso, General Counsel; Julie Robles, Secretary; and Lynn Thompson, Administrative Technician III.

**PUBLIC COMMENTS**

There was none.

**CONSENT CALENDAR**

**5.1 CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED BY THE FINANCE DEPARTMENT FOR DECEMBER 9, 2020**

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

**5.2 CONSIDERATION OF THE MINUTES OF THE OCTOBER 7, 2020 REGULAR MEETING**

*RECOMMENDED ACTION:* Approve as submitted.



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CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY  
REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
DECEMBER 9, 2020  
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**5.3 CONSIDERATION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT FOR FINANCIAL AUDITING SERVICES WITH WHITE NELSON DIEHL EVANS, LLP**

*RECOMMENDED ACTION:* *Approve Amendment No. 1.*

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

AYES:	BOARD MEMBERS:	BENAVIDEZ, LEE, LINDSEY, WHITTEMORE, 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 Facility Ops Manager, Cory Moss provided a staff report and was available to answer any questions.

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

AYES:	BOARD MEMBERS:	BENAVIDEZ, LEE, LINDSEY, WHITTEMORE, 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 OCTOBER 2020**

*RECOMMENDED ACTION:* *Receive and file.*

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CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY  
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MOTION BY BOARD MEMBER LINDSEY AND SECOND BY BOARD MEMBER BENAVIDEZ TO RECEIVE AND FILE. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	BENAVIDEZ, LEE, LINDSEY, WHITTEMORE, 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 SEPTEMBER 30, 2020**

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

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

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

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

**6.4 CONSIDERATION OF AWARD OF CONTRACT NO. EXPO-2129, EXPO CENTER SEWER REPLACEMENT PHASE B, TO VASILJ, INC., IN AN AMOUNT NOT TO EXCEED \$471,450.00, AND ADOPT A NOTICE OF EXEMPTION REGARDING SAME (CIP-SS-18-009-B)**

*RECOMMENDED ACTION:* *Award the contract to Vasilj, Inc.  
in the amount of \$471,450.00.*

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CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY  
REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
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Director of Public Works/City Engineer/Assistant City Manager, Josh Nelson provided a staff report and was available to answer any questions.

MOTION BY BOARD MEMBER LINDSEY AND SECOND BY BOARD MEMBER BENAVIDEZ TO AWARD THE CONTRACT TO VASILJ, INC. IN THE AMOUNT OF \$471,450.00, AND ADOPT A NOTICE OF EXEMPTION REGARDING SAME. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	BENAVIDEZ, LEE, LINDSEY, WHITTEMORE, 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., FOR DESIGN AND CONSTRUCTABILITY REVIEW OF THE NEW BANQUET FACILITY AT THE INDUSTRY HILLS EXPO CENTER IN AN AMOUNT NOT-TO-EXCEED \$21,520 THROUGH DECEMBER 31, 2021 (MP 01-34 #35)**

*RECOMMENDED ACTION:* *Approve the Agreement.*

Director of Public Works/City Engineer/Assistant City Manager, Josh Nelson asked to pull this item from the agenda.

**6.6 CONSIDERATION OF AN APPOINTMENT OF A CHAIRPERSON AND VICE CHAIRPERSON**

*RECOMMENDED ACTION:* *Consider nominations and make appointments.*

Board Member Ronald Whitemore nominated Eric Benavidez as Chairperson.

MOTION BY BOARD MEMBER WHITTEMORE AND SECOND BY BOARD MEMBER LINDSEY TO NOMINATE ERIC BENAVIDEZ AS CHAIRPERSON. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY  
REGULAR MEETING MINUTES  
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AYES: BOARD MEMBERS: BENAVIDEZ, LEE, LINDSEY, WHITTEMORE,  
C/HARTMANN  
NOES: BOARD MEMBERS: NONE  
ABSENT: BOARD MEMBERS: NONE  
ABSTAIN: BOARD MEMBERS: NONE

Board Member/Chair Benavidez nominated Ronald Whittemore as Vice Chairperson.

MOTION BY BOARD MEMBER/CHAIR BENAVIDEZ AND SECOND BY BOARD MEMBER LINDSEY TO NOMINATE RONALD WHITTEMORE AS VICE CHAIRPERSON. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

**EXECUTIVE DIRECTOR COMMUNICATIONS**

Executive Director, Troy Helling thanked Larry Hartmann for his service as Chair for the CRIA Board and wished everyone a safe and happy holiday.

**ADJOURNMENT**

Larry Hartmann ended the meeting with a quote by Will Rogers provided by Ron Whittemore; "If you don't learn to laugh at trouble, you won't have anything to laugh at when you're old."

There being no further business, the Civic-Recreational-Industrial Authority adjourned at 9:27 a.m.

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Larry Hartmann, Chairman

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Julie Robles, Secretary

*CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY*

ITEM NO. 6.1

Back-up will be provided prior to the Meeting

*CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY*

ITEM NO. 6.2

Back-up will be provided prior to the Meeting

*CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY*  
*JANUARY 13, 2021*

ITEM NO. 6.2

HANDOUT ITEM

Industry Hills Expo Center

Check Detail

November 2020

Industry Hills Expo Center - Check Register  
NOVEMBER

DATE	CHECK #	PAYEE	AMOUNT	DETAILS
11/17/2020	16411	ALARMCO	910.00	PROG. PMT. ALARM SYS./ALARM SYS. MONITORING.
11/17/2020	16412	AT&T	533.48	TELEPHONE EXP.
11/17/2020	16413	CINTAS	3,591.05	MATS, MOPS AND UNIFORMS
11/17/2020	16414	DRAGON FIRE PROTECTION CO INC.	365.50	PROPERTY MAINT EXP.
11/17/2020	16415	FRONTIER COMMUNICATIONS	765.90	TELEPHONE EXP./INTERNET EXP.
11/17/2020	16416	HOME DEPOT	486.53	PROPERTY MAINT EXP.
11/17/2020	16417	JANUS PEST MANAGEMENT, INC.	2,248.00	PROPERTY MAINT EXP.
11/17/2020	16418	RANCHO JANITORIAL SUPPLIES	410.91	PROPERTY MAINT EXP.
11/17/2020	16419	ROGERS,CLEM & CO.	2,200.00	ACCTG. CONSULTING SERVICES-OCTOBER 2020
11/17/2020	16420	SATSUMA LANDSCAPE	8,674.00	PROPERTY MAINT EXP.
11/17/2020	16421	SPARKLETTS	41.76	OFFICE SUPPLIES EXP.
11/17/2020	16422	PAV-010921R MONICA VALLIN	600.00	*EVENT CANCELLATION REFUND
11/20/2020	16423	California Dept. of Tax and Fee Admin.	86.78	SALES TAX PYMT
11/23/2020	16424	CITY OF INDUSTRY	9,475.21	PROPERTY MAINT EXP.
11/23/2020	16425	CNC EQUESTRIAN MANAGEMENT	959.67	AMEX CRGS NOVEMBER 2020
11/23/2020	16426	OFFICE DEPOT	45.37	OFFICE SUPPLIES EXP.
11/23/2020	16427	SOUTHERN CALIFORNIA EDISON	4,773.29	UTILITIES EXP.
11/23/2020	16428	TBS CLEANING SERVICE	1,650.00	PROPERTY MAINT EXP.
11/23/2020	16429	XEROX FINANCIAL SERVICES	708.85	LEASE PYMT. XEROX
11/23/2020	16430	PAV-041021R ALICE RODRIGUEZ	5,476.00	*EVENT CANCELLATION REFUND
11/30/2020	16431	ALARMCO	700.00	PROG. PMT. ALARM SYS.
11/30/2020	16432	CINTAS	804.10	MATS, MOPS AND UNIFORMS
11/30/2020	16433	FRONTIER COMMUNICATIONS	586.24	TELEPHONE EXP.
11/30/2020	16434	JANUS PEST MANAGEMENT, INC.	659.00	PROPERTY MAINT EXP.
11/30/2020	16435	JUAN LOPEZ	1,423.75	IT SERVICES-SEPT/OCT 2020
11/30/2020	16436	OFFICE DEPOT	171.99	OFFICE SUPPLIES EXP.

\*INDICATES CANCELLATION DUE TO COVID-19 OUTBREAK

<b>TOTAL</b>	<b>48,347.38</b>
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*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 <sup>YP</sup>  
Dean Yamagata, Financial Consultant – Frazer, LLP

DATE: January 13, 2021

SUBJECT: Civic-Recreational-Industrial Authority October 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 October 31, 2020, the Expo Center generated revenues of \$5,337 and incurred expenses of \$116,082.

For the year to date ended October 31, 2020, the Expo Center expenses amounted to \$485,504, which represents 30% of budgeted annual expenses of \$1,594,300. Transfers received by the Expo Center amounted to \$338,000 for the year to date ended October 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 \$200,970 of year to date expenses for the period ended October 31, 2020. Year to date transfers from the City of Industry amounted to \$586,131, of which \$338,000 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 October 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

OCTOBER 31, 2020

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

FINANCIAL STATEMENTS

OCTOBER 31, 2020

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Schedule of Revenues and Expenses – Industry Hills Expo Center for the months and years to date ended October 31, 2020 and 2019 - Schedule 1	7 – 8
Schedule of Revenues and Expenditures – Capital Projects Fund for the month and year to date ended October 31, 2020 - Schedule 2	9

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  
OCTOBER 31, 2020

**Expo Center Operations**

During the month ended October 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 October 31, 2020 and 2019, our financial statements reflect the following activity:

<u>Expo Center Operations</u>	Month Ended 10/31/2020	Year To Date 10/31/2020	Annual Budget 2019-2020	% of Annual Budget	Month Ended 10/31/2019	Year To Date 10/31/2019
Total revenues	\$ 5,337	\$ 12,169	\$ 655,000	2%	\$ 79,487	\$ 788,371
Expenses:						
Direct Expo Center expenses	38,659	142,728	450,800	32%	53,016	585,852
General and administrative expenses	77,423	342,776	1,143,500	30%	96,618	463,715
Total direct Expo Center expenses	116,082	485,504	1,594,300	30%	149,634	1,049,567
Net loss from operations	(110,745)	(473,335)	(1,039,300)	46%	(70,147)	(261,196)
Net loss	\$ (110,745)	\$ (473,335)	\$ (1,039,300)	46%	\$ (70,147)	\$ (261,196)

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

<u>Expo Center Operations</u>	Month Ended 10/31/2020	Month Ended 10/31/2020	Month Ended 10/31/2020	Month Ended 10/31/2020	Month Ended 10/31/2020
	Speedway	Facilities	Grand Arena	General and Admin.	Totals
Total revenues	\$ -	\$ -	\$ 4,244	\$ 1,093	\$ 5,337
Expenses:					
Direct Expo Center expenses	1,009	19,415	18,235	-	38,659
General and administrative expenses	-	-	-	77,423	77,423
Total direct Expo Center expenses	1,009	19,415	18,235	77,423	116,082
Net (loss) income from operations	(1,009)	(19,415)	(13,991)	(76,330)	(110,745)
Net loss for the month ended	\$ (1,009)	\$ (19,415)	\$ (13,991)	\$ (76,330)	\$ (110,745)

<u>Expo Center Operations</u>	Month Ended 10/31/2019	Month Ended 10/31/2019	Month Ended 10/31/2019	Month Ended 10/31/2019	Month Ended 10/31/2019
	Speedway	Facilities	Grand Arena	General and Admin.	Totals
Total revenues	\$ 9	\$ 34,444	\$ 44,894	\$ 140	\$ 79,487
Expenses:					
Direct Expo Center expenses	(486)	20,974	32,528	-	53,016
General and administrative expenses	-	-	-	96,618	96,618
Total direct Expo Center expenses	(486)	20,974	32,528	96,618	149,634
Net income (loss) from operations	495	13,470	12,366	(96,478)	(70,147)
Net income (loss) for the month ended	\$ 495	\$ 13,470	\$ 12,366	\$ (96,478)	\$ (70,147)

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

EXECUTIVE SUMMARY  
FINANCIAL STATEMENTS  
OCTOBER 31, 2020

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

<u>Expo Center Operations</u>	Year To Date	Year To Date	Year To Date	Year To Date	Year To Date
	10/31/2020	10/31/2020	10/31/2020	10/31/2020	10/31/2020
	Speedway	Facilities	Grand Arena	General and Admin.	Totals
Total revenues	\$ -	\$ 975	\$ 6,209	\$ 4,985	\$ 12,169
Expenses:					
Direct Expo Center expenses	4,035	73,831	64,862	-	142,728
General and administrative expenses	-	-	-	342,776	342,776
Total direct Expo Center expenses	4,035	73,831	64,862	342,776	485,504
Net (loss) income from operations	(4,035)	(72,856)	(58,653)	(337,791)	(473,335)
Net loss year to date	\$ (4,035)	\$ (72,856)	\$ (58,653)	\$ (337,791)	\$ (473,335)

<u>Expo Center Operations</u>	Year To Date	Year To Date	Year To Date	Year To Date	Year To Date
	10/31/2019	10/31/2019	10/31/2019	10/31/2019	10/31/2019
	Speedway	Facilities	Grand Arena	General and Admin.	Totals
Total revenues	\$ 107,877	\$ 200,537	\$ 479,173	\$ 784	\$ 788,371
Expenses:					
Direct Expo Center expenses	121,314	168,471	296,067	-	585,852
General and administrative expenses	-	-	-	463,715	463,715
Total direct Expo Center expenses	121,314	168,471	296,067	463,715	1,049,567
Net (loss) income from operations	(13,437)	32,066	183,106	(462,931)	(281,196)
Net (loss) income for the year ended	\$ (13,437)	\$ 32,066	\$ 183,106	\$ (462,931)	\$ (281,196)

**CRIA Capital Assets**

In accordance with GASB 34, the Civic-Recreational-Industrial-Authority (referred to as "CRIA") is required to capitalize and depreciate their capital assets. The capital assets net of accumulated depreciation at October 31, 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 October 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  
OCTOBER 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 October 31, 2020, our financial statements reflect the following activity:

<u>Capital Projects Fund</u>	<u>Month Ended</u> <u>10/31/2020</u>	<u>Year To Date</u> <u>10/31/2020</u>	<u>Annual Budget</u> <u>2019-2020</u>	<u>% of Annual</u> <u>Budget</u>
Total revenues	\$ -	\$ 302	\$ 1,500	20%
Expenditures				
General and administrative expenses	69,491	200,970	493,500	41%
Total expenses	69,491	200,970	493,500	41%
Net loss	\$ (69,491)	\$ (200,668)	\$ (492,000)	41%

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

BALANCE SHEET  
AS OF OCTOBER 31, 2020

	<u>Capital Projects</u>	<u>Expo Center</u>
<b>ASSETS</b>		
<b>CURRENT ASSETS:</b>		
Cash and cash equivalents	\$ 25,699	\$ 81,856
Investments	83,481	-
Accounts receivable, net	-	2,767
Prepaid insurance	-	4,342
Prepaid expenses	-	47,093
Inventories	-	35,763
Deposits	-	3,000
Total current assets	<u>109,180</u>	<u>174,821</u>
 CAPITAL ASSETS, net	 -	 5,834,212
Total assets	 \$ <u>109,180</u>	 \$ <u>6,009,033</u>
 <b>LIABILITIES AND FUND BALANCE</b>		
<b>CURRENT LIABILITIES:</b>		
Accounts payable	\$ -	\$ 19,367
Sales tax payable	-	87
Advance rental payments	-	100,034
Security deposits	-	44,350
Total current liabilities	<u>-</u>	<u>163,838</u>
 FUND BALANCE:		
Fund balance	 109,180	 5,845,195
Total liabilities and fund balance	 \$ <u>109,180</u>	 \$ <u>6,009,033</u>

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

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

	CAPITAL PROJECTS				EXPO-CENTER			
	MONTH ENDED 10/31/2020	YEAR TO DATE 10/31/2020	2019-2020 ANNUAL BUDGET	% OF ANNUAL BUDGET	MONTH ENDED 10/31/2020	YEAR TO DATE 10/31/2020	2019-2020 ANNUAL BUDGET	% OF ANNUAL BUDGET
REVENUES:								
Expo center revenues	\$ -	\$ -	\$ -	0%	\$ 5,337	\$ 12,169	\$ 555,000	2%
Other revenues	-	302	1,500	20%	-	-	-	0%
Total revenues	<u>-</u>	<u>302</u>	<u>1,500</u>	<u>20%</u>	<u>5,337</u>	<u>12,169</u>	<u>555,000</u>	<u>2%</u>
EXPENDITURES:								
Operating expenses	-	-	-		38,659	142,728	450,800	32%
General and administrative expenses	69,491	200,970	493,500	41%	77,423	342,776	1,143,500	30%
Total expenses	<u>69,491</u>	<u>200,970</u>	<u>493,500</u>	<u>41%</u>	<u>116,082</u>	<u>485,504</u>	<u>1,594,300</u>	<u>30%</u>
EXCESS OF EXPENDITURES OVER REVENUES	(69,491)	(200,668)	(492,000)	41%	(110,745)	(473,335)	(1,039,300)	46%
OTHER FINANCING SOURCES, NET	<u>(14,075)</u>	<u>248,131</u>	<u>-</u>	<u>0%</u>	<u>84,000</u>	<u>338,000</u>	<u>-</u>	<u>0%</u>
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER EXPENDITURES/(EXCESS OF EXPENDITURES OVER REVENUE AND OTHER FINANCING SOURCES)	(83,566)	47,463	<u>(492,000)</u>		(26,745)	(135,335)	<u>(1,039,300)</u>	
Fund balance, beginning	<u>192,746</u>	<u>61,717</u>			<u>5,871,940</u>	<u>5,980,530</u>		
Fund balance, ending	<u>\$ 109,180</u>	<u>\$ 109,180</u>			<u>\$ 5,845,195</u>	<u>\$ 5,845,195</u>		

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

INDUSTRY HILLS EXPO CENTER  
 STATEMENT OF CASH FLOWS  
FOR THE FOUR MONTHS ENDED OCTOBER 31, 2020

	<u>AMOUNT</u>
CASH FLOWS FROM OPERATING ACTIVITIES	
Net loss before transfers and other credits	\$ (473,335)
Adjustments to reconcile net loss to net cash used in operating activities:	
Change in operating assets and liabilities:	
Accounts receivable, net	3,654
Due from other funds	222,000
Prepaid insurance	4,356
Prepaid expenses	(47,093)
Inventories	2,653
Accounts payable	(6,794)
Sales tax payable	87
Advance rental payments	3,010
Security deposits	650
Net cash used in operating activities	<u>(290,812)</u>
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES	
Other financing sources	<u>338,000</u>
NET CHANGE IN CASH	47,188
Cash at June 30, 2020	34,668
Cash at October 31, 2020	<u>\$ <u>81,856</u></u>

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

Schedule 1  
Page 1

INDUSTRY HILLS EXPO CENTER  
SCHEDULE OF REVENUES AND EXPENSES  
FOR THE MONTH AND YEAR TO DATE OCTOBER 31, 2020 AND 2019

<u>Expo Center Operations</u>	MONTH ENDED 10/31/2020	YEAR TO DATE 10/31/2020	ANNUAL BUDGET 2019-2020	% OF ANNUAL BUDGET	MONTH ENDED 10/31/2019	YEAR TO DATE 10/31/2019
<b>Revenues</b>						
Facilities rentals	\$ -	\$ 975	\$ 118,000	1%	\$ 15,838	\$ 91,306
Facilities rentals - bar sales	-	-	107,800	0%	14,823	82,489
Facilities - security	-	-	24,400	0%	2,621	14,874
Facilities - food	-	-	5,700	0%	362	3,943
Facilities - insurance	-	-	-	0%	800	4,500
Facilities - other	-	-	-	0%	-	3,625
Grand Arena - special events rentals	-	-	-	0%	2,500	49,362
Grand Arena - outdoor arena rentals	-	-	3,800	0%	-	3,000
Grand Arena - show barn stall rentals	3,330	4,930	21,000	23%	2,620	19,814
Grand Arena - shaving sales	393	393	5,200	8%	1,980	5,255
Grand Arena - security	-	-	44,800	0%	420	62,044
Grand Arena - trailer parking	-	-	7,200	0%	25	3,900
Grand Arena - bar sales	521	886	-	0%	29,306	231,506
Grand Arena - food	-	-	-	0%	2,549	17,135
Grand Arena - feed sales	-	-	100	0%	55	55
Grand Arena - parking	-	-	-	0%	2,633	48,488
Grand Arena - other	-	-	33,500	0%	2,828	38,614
Speedway - Merchandise	-	-	-	0%	-	4,777
Speedway - Bar	-	-	33,700	0%	-	24,264
Speedway - Prize Money	-	-	30,200	0%	-	12,495
Speedway - General Admission	-	-	51,400	0%	-	34,365
Speedway - Concessions	-	-	28,400	0%	-	21,477
Speedway - Parking	-	-	12,900	0%	-	8,930
Speedway - Other	-	-	25,100	0%	9	1,569
G&A- Other	1,093	4,985	1,800	277%	140	784
<b>Total revenues</b>	<b>5,337</b>	<b>12,169</b>	<b>555,000</b>	<b>2%</b>	<b>79,487</b>	<b>788,371</b>
<b>Expo expenses</b>						
Cost of sales	2,492	3,250	78,200	4%	17,768	91,446
Bar supplies	-	-	200	0%	377	4,368
Promotional banquet	-	-	3,400	0%	40	1,727
Feed	-	-	100	0%	-	-
Contract labor/wages	31,300	117,054	22,800	513%	21,581	234,584
Furniture/fixtures & equipment	-	-	13,800	0%	-	4,900
Facilities - Insurance	-	1,000	6,700	15%	(200)	4,000
Miscellaneous	-	-	2,500	0%	-	2,841
Promotional	-	-	10,500	0%	-	2,583
Property maintenance	-	1,436	36,400	4%	1,070	17,491
Repairs and maintenance	-	-	1,100	0%	-	5,064
Security - Grand Arena	-	-	40,100	0%	2,087	48,211
Security - Facilities	-	-	26,800	0%	2,412	18,849
Security - Speedway	-	-	13,000	0%	-	9,125
Shavings	(88)	(88)	2,400	-4%	2,054	4,125
Supplies	3,196	11,704	34,900	34%	4,555	30,819
Equipment rental	-	1,337	11,700	11%	-	1,099
Special event concessions	-	-	-	0%	884	7,201
Bad debt	750	3,000	8,400	36%	1,500	6,000
Speedway- Concessions	-	-	12,700	0%	(275)	9,026
Speedway- Merchandise	-	-	5,100	0%	-	-
Speedway- Insurance	1,009	4,035	9,500	42%	1,027	4,110
Speedway - Prize money	-	-	45,300	0%	(1,800)	28,076
Speedway- Outside services/contract labor	-	-	65,400	0%	-	49,271
<b>Total Expo expenses</b>	<b>38,659</b>	<b>142,728</b>	<b>450,800</b>	<b>32%</b>	<b>53,016</b>	<b>585,852</b>
<b>Operating income before direct G &amp; A and CRIA indirect expenses</b>	<b>(33,322)</b>	<b>(130,559)</b>	<b>104,200</b>	<b>-125%</b>	<b>26,471</b>	<b>202,519</b>

INDUSTRY HILLS EXPO CENTER  
SCHEDULE OF REVENUES AND EXPENSES  
FOR THE MONTH AND YEAR TO DATE OCTOBER 31, 2020 AND 2019

<u>Expo Center Operations</u>	<u>MONTH ENDED</u> <u>10/31/2020</u>	<u>YEAR TO DATE</u> <u>10/31/2020</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>10/31/2019</u>	<u>YEAR TO DATE</u> <u>10/31/2019</u>
Direct general and administrative expenses						
Travel and meetings	-	-	1,500	0%	126	1,008
Dues, subscriptions, books, etc.	1,037	6,508	12,800	61%	-	4,550
Equipment rental/lease	1,110	6,033	5,000	121%	721	4,219
Employee training	-	-	800	0%	-	747
Furniture/fixtures & equipment	-	-	1,000	0%	-	-
Advertising/printing	-	-	100	0%	(2,399)	-
Telephone	1,292	5,631	17,500	32%	1,380	4,906
Postage	-	44	6,500	1%	141	2,074
Miscellaneous	1,796	3,428	24,000	14%	1,056	7,653
Professional services	14,438	68,989	322,500	21%	28,554	97,974
Repairs and equipment	217	217	3,100	7%	-	721
Vehicle expenses	-	5,364	68,800	8%	11,344	34,856
Insurance and bonds	1,087	4,347	11,700	37%	1,008	4,032
Supplies	2,691	10,600	52,500	20%	5,194	18,425
Contract labor/administrative wages	34,197	132,638	310,100	43%	26,719	136,833
Property maintenance	10,200	53,967	135,400	40%	9,868	72,009
Utilities	9,358	45,110	170,200	27%	12,906	73,709
Total direct general and administrative expenses	<u>77,423</u>	<u>342,776</u>	<u>1,143,500</u>	30%	<u>96,618</u>	<u>463,715</u>
 EXCESS OF EXPENDITURES OVER REVENUES	 <u>\$ (110,745)</u>	 <u>\$ (473,335)</u>	 <u>\$ (1,039,300)</u>	46%	 <u>\$ (70,147)</u>	 <u>\$ (261,196)</u>

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

REVENUES:	MONTH ENDED 10/31/2020	YEAR TO DATE 10/31/2020	ANNUAL BUDGET 2019-2020	% OF ANNUAL BUDGET
Other revenues	\$ -	\$ 302	\$ 1,500	20%
<b>GENERAL AND ADMINISTRATIVE EXPENSES:</b>				
Salaries - board	2,836	11,344	38,000	30%
Medicare/disability	41	164	600	27%
PARS - ARS	106	425	1,400	30%
Legal	-	-	10,000	0%
Professional services	12,755	16,099	113,000	14%
Accounting	50	201	1,000	20%
Vehicle expenses	230	577	7,000	8%
General engineering	10,648	10,648	-	0%
Printing/photography	-	43	-	0%
Security	41,308	85,488	-	0%
Property maintenance	1,502	72,777	295,000	25%
Insurance and bonds	-	-	26,000	0%
Office expenses	-	-	500	0%
Utilities	15	3,206	1,000	321%
Total general and administrative expenses	<u>69,491</u>	<u>200,970</u>	<u>493,500</u>	41%
EXCESS OF EXPENDITURES OVER REVENUES	\$ <u>(69,491)</u>	\$ <u>(200,668)</u>	\$ <u>(492,000)</u>	41%

*CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY*

ITEM NO. 6.4





# CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

## MEMORANDUM

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

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

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

**DATE:** January 13, 2021

**SUBJECT:** Consideration of Amendment No. 2 to the Professional Services Agreement with Goss Engineering, Inc., for the EXPO Barn Facilities Lighting Upgrade Design and Specifications Services, extending the term through March 31, 2021 (CIP-EXPO-18-014-B)

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### Background:

On March 8, 2018, the City Council approved a Professional Services Agreement ("Agreement") with Goss Engineering, Inc. ("Goss"), to provide professional services to upgrade the barn lighting, both exterior and interior, at the Industry Hills Expo Center. The Agreement was approved for an amount not to exceed \$15,260.00, through March 8, 2019. On July 11, 2019, the City Council approved Amendment No. 1 to modify Goss's scope by eliminating further design development of the interior lighting of the barns, and extending the term through June 30, 2020.

### Discussion:

Because CRIA funded the lighting project, Staff is recommending an amendment to the Agreement to allow CRIA to serve as the contracting party, rather than the City. Further, the construction of the project was recently completed, and Goss provided construction support services during the process and continues to provide subsequent support for the closeout process. Since the Agreement expired, it is necessary to extend the term to accommodate these services. Sufficient funds remain to cover the balance of the work through the end of the term. Lastly, it is necessary to amend the Agreement to include the language required under AB5 concerning independent contractors, and to revise the address for the office of CRIA's General Counsel. Staff recommends approving Amendment No. 2 naming CRIA as the contracting party, extending the term through March 31, 2021, adding language regarding AB5, and the current address for the General Counsel.

**Fiscal Impact:**

There is no fiscal impact associated with Amendment No. 2.

**Recommendation:**

Staff recommends approving Amendment No. 2 to the Professional Services Agreement with Goss Engineering, Inc.

**Exhibit:**

A. Amendment No. 2 with Goss Engineering, Inc., dated January 13, 2021

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TH/JN/TD:jf

**EXHIBIT A**

Amendment No. 2 with Goss Engineering, Inc., dated January 13, 2021

[Attached]

**AMENDMENT NO. 2  
TO PROFESSIONAL SERVICES AGREEMENT WITH  
GOSS ENGINEERING, INC.**

This Amendment No. 2 to the Professional Services Agreement (“Agreement”) is made and entered into this 13<sup>th</sup> day of January 2021, (“Effective Date”) by and between the Civic Recreational Industrial Authority (“CRIA”), a public body, and Goss Engineering, Inc., a California Corporation (“Consultant”). CRIA and Consultant are hereinafter collectively referred to as the “Parties.”

**RECITALS**

**WHEREAS**, on or about March 8, 2018 the Agreement was entered into and executed between the City of Industry (“City”) and Consultant, to provide professional services to upgrade the barn lighting at the Industry Hills Expo Center; and

**WHEREAS**, on or about July 11, 2019, Amendment No. 1 was approved, extending the term of the Agreement through June 30, 2020 to provide all design development for the interior of the East and West Barns; and

**WHEREAS**, while the Agreement and Amendment No. 1 were approved by the City, given that CRIA is funding the project at the Expo Center, it is necessary for CRIA to serve as the contracting party, rather than the City; and

**WHEREAS**, the Agreement expired on June 30, 2020 and the project is still ongoing, therefore Staff is recommending an extension of the term through March 31, 2021, to allow Consultant to continue providing services; and

**WHEREAS**, effective January 1, 2020, Consultant represents and warrants that it is aware of the requirements of Assembly Bill 5, Worker Status: Employees and Independent Consultants; and it is also necessary to revise the contact information for notice to the General Counsel’s office; and

**WHEREAS**, for the reasons set forth herein, CRIA and Consultant desire to enter into this Amendment No. 2, 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:

As of the Effective Date, the Agreement, and all rights and responsibilities thereunder are hereby assigned to the CRIA. All instances of the term “City” shall mean “Civic Recreational Industrial Authority”.

**Section 1. Term**

Section 1, Term, is hereby revised to read in its entirety as follows:

This Agreement shall commence on July 1, 2020, and shall remain and continue in effect until tasks described herein are completed, but in no event later than March 31, 2021, unless sooner terminated pursuant to the provisions of 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) are effective as of January 1, 2020.

**Section 14. NOTICES**

The address for James M. Casso is hereby revised to read in its entirety as follows:

James M. Casso, General Counsel  
Casso & Sparks, LLP  
13300 Crossroads Parkway North, Suite 410  
City of Industry, CA 91746

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 to the Agreement as of the Effective Date.

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

**“CONSULTANT”**  
**Goss Engineering, Inc.**

By: \_\_\_\_\_  
Eric Benavidez, Chairman

By: \_\_\_\_\_  
Shaw Gentry, President

**Attest:**

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

**APPROVED AS TO FORM**

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

**EXHIBIT A TO AMENDMENT NO. 2**  
**AGREEMENT FOR CONSULTING SERVICES WITH GOSS ENGINEERING, INC.**  
**DATED MARCH 8, 2018**

## CITY OF INDUSTRY

### PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of March 8, 2018 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Goss Engineering, Inc., a California corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

#### RECITALS

**WHEREAS**, City 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, City 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 March 8, 2019, unless sooner terminated pursuant to the provisions of this Agreement.

#### 2. SERVICES

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

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

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing barn lighting design and specification services, serving a municipal 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) City has not consented in writing to Consultant's performance of such work. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et. seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, and Consultant will be required to reimburse the City 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**

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

### **4. PAYMENT**

(a) The City 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 Fifteen Thousand Two Hundred Sixty Dollars (\$15,260.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

(c) Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

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

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

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to the City 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 City 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 City or its designees at reasonable times to review such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

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

including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the services under this Agreement. All reports, documents, or other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

## **7. INDEMNIFICATION**

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

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

**(c) DUTY TO DEFEND.** In the event the City, 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 City, Consultant shall have an immediate duty to defend the City at Consultant's cost or at City's option, to reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

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

**8. INSURANCE**

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

**9. INDEPENDENT CONSULTANT**

(a) Consultant is and shall at all times remain as to the City 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 City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City 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, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

**10. LEGAL RESPONSIBILITIES**

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

**11. UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City 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 City, 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 City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order. (b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the City of such Discovery, court order or subpoena. City 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 City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City 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 City:

City of Industry  
15625 E. Stafford, Suite 100  
City of Industry, CA 91744

Attention: City Manager

With a Copy To:

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

To Consultant:

Goss Engineering, Inc.  
320 South Main Street, Suite 102  
Corona, CA 92882  
Attention: Shaw Gentry, PE, CEM, CWEP

**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 the City.

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

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the City for the performance of its subconsultant as it would be if Consultant had performed the Services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the City 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**

The City 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 City 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 City 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

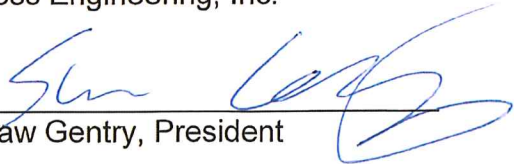
Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

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

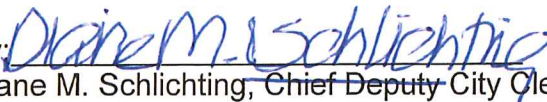
**"CITY"**  
City of Industry

**"CONSULTANT"**  
Goss Engineering, Inc.

By:   
\_\_\_\_\_  
~~Raul A. Phillips, City Manager~~  
Mark D. Radecki, Mayor

By:   
\_\_\_\_\_  
Shaw Gentry, President

**Attest:**

By:   
\_\_\_\_\_  
Diane M. Schlichting, Chief Deputy City Clerk

**Approved as to form:**

By:   
\_\_\_\_\_  
James M. Casso, City Attorney

Attachments:      Exhibit A      Scope of Services  
                         Exhibit B      Rate Schedule  
                         Exhibit C      Insurance Requirements



## EXHIBIT A

### SCOPE OF SERVICES

Consultant shall assess, design, and specify upgraded lighting appropriate for the unique requirements of temporary horse boarding in the West and East barns, yard lighting at the horse handling area, and stall lighting at the 18 horse wash racks located at the EXPO Barns, 16200 Temple Avenue, City of Industry, CA 91744.

The Consultant will perform at a minimum:

- Provide a design to upgrade EXPO Center lighting at the following facilities:
  1. West and East Barns
  2. Horse handling area (south of West Barn)
  3. Horse Wash Stalls (south of West Barn)
  4. Exterior Safety and Security Lighting
- Pre-engineering, including photometric study of the existing barn facilities lighting and the assessment of existing lighting/lighting schemes and switching systems from available drawings and “as-found” conditions.
- Develop preliminary lighting designs at the facilities identified that includes: updated and energy efficient lighting, preferably LED (unless it can be shown that others are more energy efficient); and improved barn lighting switching schemes, establishing options and costs for review and approval by City. All designs shall meet Title 24 and include the incorporation or modification of existing electrical switchgear, circuit breakers, transformers, etc. as needed for a fully functioning system.
- Conduct final engineering and provide construction documents based on an approved preliminary lighting and switching engineering option, incorporating 30% and 70% engineering reviews by the City. The Consultant shall compile the drawings in a format suitable to the City (full sized drawings, reduced sized drawings and/or electronic copies in .pdf format), and submit it to the City at 30% and 70% progress. It is expected that there may be some design elements which will require some review comments or changes by the City. A re-submittal of the detailed design may be required. If the review comments are not significant, the City may elect to not require a re-submittal.
- Provide specifications and bill of materials for all materials, fixtures, and equipment needed to install the upgraded lighting systems.
- Provide a comprehensive construction cost estimate for the designed barn lighting and switching system, horse handling area lighting, and wash rack stall lighting as

required for the complete planning and installation of materials and equipment (by others).

- Consultant shall provide construction support allowance which shall include the review of equipment and material submittals, resolution of Request for Information (RFI), review of Daily Reports, Test Data documentation, turnover materials, punch list items, and resolution of field issues.

Consultant will provide and be responsible for materials and personnel necessary to complete the assessment, design, and specification of an upgraded lighting system. All personnel performing the services set forth herein shall have the requisite training, skills and/or licenses required to perform the work.

EXHIBIT B

RATE SCHEDULE

<b>Barn Facility Lighting System Design and Installation Services</b>	<b>Phase Cost</b>
Phase 1 – Site Assessment	
a. Photometric Study, Site Assessment and Preliminary Design Options	\$4,840
Phase 2 – Design and Construction Documents	
a. Final Engineering/Design	\$3,700
b. Lighting System Drawings and Specifications	\$2,800
c. Equipment/Material Bill of Material/Cost Est	\$1,120
Phase 3 – Construction Support	
a. Review/resolution of submittals, RFI's, field issues	\$2,800
<b>Grand Total</b>	<b>\$15,260</b>

<b>Position</b>	<b>Hourly Rates</b>
Administration	\$65
Auto Cad Drafter	\$90
Engineering Intern	\$55
Engineering Aide	\$85
Assistant Engineer	\$100
Associate Engineer	\$120
Engineer	\$145
Senior Engineer	\$170
Principal Engineer	\$195
Executive Engineer	\$210

## EXHIBIT C

### INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, 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 Agency.

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

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

**City'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, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant, or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

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

**Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, 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 City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

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

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

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

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

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

**Timely notice of claims.** Consultant shall give the City 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.