
Civic-Recreational-Industrial Authority



Regular Meeting Agenda
March 10, 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

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: 813 272 556#. 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, March 8, 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 are 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 March 10, 2021

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

- 5.2 Consideration of the Register of Demands submitted by CNC Equestrian Management Services for the Industry Hills Expo Center for January 31, 2021

RECOMMENDED ACTION: Receive and file.

6. **BOARD MATTERS**

- 6.1 Update on the Expo Center

RECOMMENDED ACTION: Receive and file.

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

RECOMMENDED ACTION: Receive and file the report.

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 5.1

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
AUTHORIZATION FOR PAYMENT OF BILLS
Board Meeting March 10, 2021

<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
120	CAPITAL IMPROVEMENT FUND	356,370.07
360	INDUSTRY HILLS EXPO OPERATING ACCOUNT	161,614.23

<u>BANK</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
WFCK	WELLS FARGO CHECKING	517,984.30

APPROVED PER CITY MANAGER

**Civic-Recreational-Industrial Authority
Board Meeting
March 10, 2021**

Check	Date		Payee Name	Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking				
11178	02/10/2021		SOCALGAS	\$14.30
	Invoice	Date	Description	Amount
	2021-00001346	02/05/2021	01/05-02/03/21 SVC - 16200 TEMPLE AVE APT 100-EXPO	\$14.30
11179	03/03/2021		CRIA-EQUESTRIAN CENTER	\$77,000.00
	Invoice	Date	Description	Amount
	JAN-21	03/01/2021	REIMBURSEMENT FOR JANUARY 2021 OPERATING CO	\$77,000.00
11180	03/10/2021		ABSOLUTE INTERNATIONAL SECURIT	\$36,154.42
	Invoice	Date	Description	Amount
	2020102321	03/01/2021	FEBRUARY 2021 SECURITY SVC	\$36,154.42
11181	03/10/2021		CITY OF INDUSTRY	\$131.98
	Invoice	Date	Description	Amount
	2021-00000041	01/31/2021	JANUARY 2021 FUEL COSTS	\$131.98
11182	03/10/2021		CITY OF INDUSTRY-REFUSE	\$450.00
	Invoice	Date	Description	Amount
	4332758	03/01/2021	IH RODEO STORAGE BOXES	\$450.00
11183	03/10/2021		CNC ENGINEERING	\$150,375.00
	Invoice	Date	Description	Amount
	502477	02/25/2021	RESURFACING DESIGN-EXPO CENTER PARKING LOT	\$4,915.00
	502478	02/25/2021	LIGHTING AND ELECTRICAL IMPROVEMENTS-EXPO CE	\$3,765.00
	502479	02/25/2021	SEWER DESIGN - EXPO CENTER SEWER MAIN REPLAI	\$83,602.50
	502480	02/25/2021	AVALON ROOM IMPROVEMENTS	\$7,610.00
	502481	02/25/2021	NEW BANQUET FACILITY AT THE EXPO CENTER	\$34,287.50

**Civic-Recreational-Industrial Authority
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March 10, 2021**

Check	Date		Payee Name	Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking				
	502482	02/25/2021	PAVILION UPGRADES	\$2,300.00
	502483	02/25/2021	EXPO CENTER ALARM SYSTEM UPGRADES	\$6,205.00
	502484	02/25/2021	EXPO CENTER ELECTRICAL LOADING MASTER PLAN	\$1,457.50
	502485	02/25/2021	EXPO CENTER ROADS REHABILITATION	\$6,232.50
11184	03/10/2021		CNC ENGINEERING	\$3,567.50
	Invoice	Date	Description	Amount
	502476	02/25/2021	EXPO CENTER - STANDARDS OF FACILITIES MAINTEN,	\$3,567.50
11185	03/10/2021		CRIA-PAYROLL ACCOUNT	\$2,000.00
	Invoice	Date	Description	Amount
	MAR-21	02/08/2021	REPLENISH PAYROLL ACCOUNT FOR MARCH 2021	\$2,000.00
11186	03/10/2021		ELEVATE PUBLIC AFFAIRS, LLC	\$5,000.00
	Invoice	Date	Description	Amount
	2148	02/19/2021	PROFESSIONAL SVC - JANUARY 2021	\$5,000.00
11187	03/10/2021		FRAZER, LLP	\$1,740.00
	Invoice	Date	Description	Amount
	170742	01/31/2021	PROFESSIONAL SVC - JANUARY 2021	\$1,740.00
11188	03/10/2021		GEO-ADVANTEC, INC.	\$1,880.00
	Invoice	Date	Description	Amount
	2305	01/31/2021	OBSERVATION & TESTING - EXPO CENTER SEWER RE	\$1,880.00
11189	03/10/2021		IDS GROUP, INC.	\$11,115.00
	Invoice	Date	Description	Amount

Civic-Recreational-Industrial Authority
Board Meeting
March 10, 2021

Check	Date		Payee Name	Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking				
	20X047.00-3	01/31/2021	FIRE ALARM SYSTEM DESIGN - EXPO CENTER	\$11,115.00
11190	03/10/2021		M. BREY ELECTRIC, INC.	\$29,988.78
	Invoice	Date	Description	Amount
	#2EXPO-2128	03/01/2021	EXPO CENTER BARN LIGHTING UPDATES	\$27,399.19
	#3R-EXPO-2128	03/01/2021	RETENTION-EXPO CENTER BARN LIGHTING UPDATES	\$3,959.55
11191	03/10/2021		MX GRAPHICS, INC.	\$9.86
	Invoice	Date	Description	Amount
	21908	10/29/2020	BLUEPRINT SVC - EXPO 2126	\$9.86
11192	03/10/2021		ORSA CONSULTING ENGINEERS, INC.	\$4,500.00
	Invoice	Date	Description	Amount
	EXPOCENTER-20/02	02/19/2021	PARKING LOT LIGHT REPLACEMENT-EXPO CENTER GI	\$4,500.00
11193	03/10/2021		PACIFIC UTILITY INSTALLATION	\$2,170.00
	Invoice	Date	Description	Amount
	23069	01/29/2021	ELECTRICAL DISTRIBUTION & STREETLIGHT SYSTEM	\$2,170.00
11194	03/10/2021		SATSUMA LANDSCAPE & MAINT.	\$29,175.52
	Invoice	Date	Description	Amount
	0221EC	02/24/2021	FEBRUARY 2021 LANDSCAPE MAINTENANCE	\$29,175.52
11195	03/10/2021		THE BIG NORWEGIAN	\$4,210.51
	Invoice	Date	Description	Amount
	56355	02/22/2021	2005 ISUZU WATER TRUCK REPAIRS	\$4,210.51

**Civic-Recreational-Industrial Authority
Board Meeting
March 10, 2021**

Check	Date	Payee Name		Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking				
11196	03/10/2021	VASILJ, INC.		\$112,408.75
	Invoice	Date	Description	Amount
	#1EXPO-2129	03/01/2021	EXPO CENTER SEWER REPLACEMENT PHASE B	\$118,325.00
11197	03/10/2021	VT ELECTRIC, INC.		\$46,092.68
	Invoice	Date	Description	Amount
	#4EXPO-2126-1	03/01/2021	LIGHTING & ELECTRICAL IMPROVEMENTS - EXPO CEN	\$3,168.00
	#4EXPO-2126-51	03/01/2021	LIGHTING & ELECTRICAL IMPROVEMENTS - EXPO CEN	\$25,667.00
	#5R-EXPO-2126-1	03/01/2021	RETENTION-LIGHTING & ELECTRICAL IMPROVEMENTS	\$12,170.75
	#5R-EXPO-2126-51	03/01/2021	RETENTION-LIGHTING & ELECTRICAL IMPROVEMENTS	\$6,528.68

Checks	Status	Count	Transaction Amount
	Total	20	\$517,984.30

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 5.2

Back-up material will be distributed at Meeting

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
MARCH 10, 2021

ITEM NO. 5.2

HANDOUT ITEM

Industry Hills Expo Center
Check Detail
February 2021

Industry Hills Expo Center - Check Register
FEBRUARY

DATE	CHECK #	PAYEE	AMOUNT	DETAILS
02/03/2021	16491	ALARMCO	210.00	PROG. PMT. ALARM SYS.
02/03/2021	16492	CNC EQUESTRIAN MANAGEMENT	47,092.98	CONTRACT LABOR FEB.2021
02/03/2021	16493	FRONTIER COMMUNICATIONS	291.08	TELEPHONE EXP.
02/03/2021	16494	MRC SMART TECHNOLOGY SOLUTIONS	412.51	OFFICE SUPPLIES EXP.
02/03/2021	16495	SATSUMA LANDSCAPE	8,674.00	PROPERTY MAINT EXP.
02/03/2021	16496	SOUTHERN CALIFORNIA EDISON	30.61	UTILITIES EXP.
02/03/2021	16497	AR-052221RR CYNTHIA RODRIGUEZ	870.00	*EVENT CANCELLATION REFUND
02/15/2021	16498	AT&T	516.16	TELEPHONE EXP.
02/15/2021	16499	CINTAS	858.54	MATS, MOPS AND UNIFORMS
02/15/2021	16500	FOOTHILL VACUUM & JANITORIAL	281.86	SUPPLIES EXP.
02/15/2021	16501	JAM GOLF CARS	1,891.20	VEHICLE MAINT. EXP.
02/15/2021	16502	JANUS PEST MANAGEMENT, INC.	844.00	PROPERTY MAINT EXP.
02/15/2021	16503	ROGERS, CLEM & CO.	2,200.00	ACCTG. CONSULTING SERVICES-JANUARY 2021
02/15/2021	16504	TBS CLEANING SERVICE	650.00	PROPERTY MAINT EXP.
02/15/2021	16505	PAV-070921R GISEL ELIZARRARAS	1,475.00	*EVENT CANCELLATION REFUND
02/15/2021	16506	PAV-112021R BRENDA BAUTISTA	2,245.00	*EVENT CANCELLATION REFUND
02/15/2021	16507	PAV-061921 STEPHANIE NUPIA	2,175.00	*EVENT CANCELLATION REFUND
02/15/2021	16508	AR-080721 ANDREA DUENAS	700.00	*EVENT CANCELLATION REFUND
02/15/2021	16509	PAV-062621R LAURA ZAMORA	4,975.00	*EVENT CANCELLATION REFUND

***INDICATES CANCELLATION DUE TO COVID-19 OUTBREAK**

TOTAL	76,392.94
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CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 6.1

Back-up material will be distributed at Meeting

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 6.2



CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

MEMORANDUM

TO: Honorable Chairman and Board Members

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

DATE: March 10, 2021

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

Executive Summary:

The Expo Center operations have been shut down since March 2020 and operations have been severally limited and restricted. Our analysis will focus mainly on the control of expenditures and status of the capital projects to be completed during year ended 2021.

Expo Center:

For the month ended December 31, 2020, the Expo Center incurred expenses of \$110,834.

For the year to date ended December 31, 2020, the Expo Center expenses amounted to \$711,208, which represents 45% of budgeted annual expenses of \$1,594,300. Transfers received by the Expo Center amounted to \$439,000 for the year to date ended December 31, 2020.

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

Capital Projects Fund:

Total budgeted expenditures for the year ended June 30, 2021 amount to \$493,500 which the Fund has incurred \$469,798 of year to date expenditures which represents 95% of annual budgeted expenditures. Year to date transfers from the City of Industry amounted to \$1,056,206, of which \$439,000 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 December 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

DECEMBER 31, 2020

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

FINANCIAL STATEMENTS

DECEMBER 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
DECEMBER 31, 2020

Expo Center Operations

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

<u>Expo Center Operations</u>	Month Ended 12/31/2020	Year To Date 12/31/2020	Annual Budget 2019-2020	% of Annual Budget	Month Ended 12/31/2019	Year To Date 12/31/2019
Total revenues	\$ -	\$ 12,329	\$ 555,000	2%	\$ 114,613	\$ 1,019,819
Expenses:						
Direct Expo Center expenses	31,181	204,129	450,800	45%	59,026	797,388
General and administrative expenses	79,653	507,079	1,143,500	44%	82,892	614,765
Total direct Expo Center expenses	110,834	711,208	1,594,300	45%	141,918	1,412,153
Net loss from operations	(110,834)	(698,879)	(1,039,300)	67%	(27,305)	(392,334)
Net loss	\$ (110,834)	\$ (698,879)	\$ (1,039,300)	67%	\$ (27,305)	\$ (392,334)

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

<u>Expo Center Operations</u>	Month Ended 12/31/2020	Month Ended 12/31/2020	Month Ended 12/31/2020	Month Ended 12/31/2020	Month Ended 12/31/2020
	Speedway	Facilities	Grand Arena	General and Admin.	Totals
Total revenues	\$ -	\$ -	\$ -	\$ -	\$ -
Expenses:					
Direct Expo Center expenses	1,009	15,830	14,342	-	31,181
General and administrative expenses	-	-	-	79,653	79,653
Total direct Expo Center expenses	1,009	15,830	14,342	79,653	110,834
Net (loss) income from operations	(1,009)	(15,830)	(14,342)	(79,653)	(110,834)
Net loss for the month ended	\$ (1,009)	\$ (15,830)	\$ (14,342)	\$ (79,653)	\$ (110,834)

<u>Expo Center Operations</u>	Month Ended 12/31/2019	Month Ended 12/31/2019	Month Ended 12/31/2019	Month Ended 12/31/2019	Month Ended 12/31/2019
	Speedway	Facilities	Grand Arena	General and Admin.	Totals
Total revenues	\$ -	\$ 66,815	\$ 47,798	\$ -	\$ 114,613
Expenses:					
Direct Expo Center expenses	1,277	34,949	22,800	-	59,026
General and administrative expenses	-	-	-	82,892	82,892
Total direct Expo Center expenses	1,277	34,949	22,800	82,892	141,918
Net (loss) income from operations	(1,277)	31,866	24,998	(82,892)	(27,305)
Net (loss) income for the month ended	\$ (1,277)	\$ 31,866	\$ 24,998	\$ (82,892)	\$ (27,305)

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

EXECUTIVE SUMMARY
FINANCIAL STATEMENTS
DECEMBER 31, 2020

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

<u>Expo Center Operations</u>	Year To Date	Year To Date	Year To Date	Year To Date	Year To Date
	12/31/2020	12/31/2020	12/31/2020	12/31/2020	12/31/2020
	Speedway	Facilities	Grand Arena	General and Admnl.	Totals
Total revenues	\$ -	\$ 975	\$ 8,369	\$ 4,985	\$ 12,329
Expenses:					
Direct Expo Center expenses	6,052	105,651	92,426	-	204,129
General and administrative expenses	-	-	-	607,079	607,079
Total direct Expo Center expenses	6,052	105,651	92,426	607,079	711,208
Net (loss) income from operations	(6,052)	(104,676)	(86,057)	(602,094)	(698,879)
Net loss year to date	\$ (6,052)	\$ (104,676)	\$ (86,057)	\$ (602,094)	\$ (698,879)
<u>Expo Center Operations</u>	Year To Date	Year To Date	Year To Date	Year To Date	Year To Date
	12/31/2019	12/31/2019	12/31/2019	12/31/2019	12/31/2019
	Speedway	Facilities	Grand Arena	General and Admnl.	Totals
Total revenues	\$ 107,877	\$ 353,561	\$ 557,597	\$ 784	\$ 1,019,819
Expenses:					
Direct Expo Center expenses	123,619	275,736	398,033	-	797,388
General and administrative expenses	-	-	-	614,765	614,765
Total direct Expo Center expenses	123,619	275,736	398,033	614,765	1,412,153
Net (loss) income from operations	(15,742)	77,825	159,564	(613,981)	(392,334)
Net (loss) income year to date	\$ (15,742)	\$ 77,825	\$ 159,564	\$ (613,981)	\$ (392,334)

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 December 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 December 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
DECEMBER 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 December 31, 2020, our financial statements reflect the following activity:

<u>Capital Projects Fund</u>	<u>Month Ended</u> <u>12/31/2020</u>	<u>Year To Date</u> <u>12/31/2020</u>	<u>Annual Budget</u> <u>2019-2020</u>	<u>% of Annual</u> <u>Budget</u>
Total revenues	\$ -	\$ 479	\$ 1,500	32%
Expenditures				
General and administrative expenses	78,916	469,798	493,500	95%
Total expenses	78,916	469,798	493,500	95%
Excess of expenditures over revenues	\$ (78,916)	\$ (469,319)	\$ (492,000)	95%

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

BALANCE SHEET
AS OF DECEMBER 31, 2020

	<u>Capital Projects</u>	<u>Expo Center</u>
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 125,951	\$ 13,481
Investments	83,653	-
Accounts receivable, net	-	697
Prepaid insurance	-	2,173
Inventories	-	33,282
Deposits	-	3,000
Total current assets	<u>209,604</u>	<u>52,633</u>
CAPITAL ASSETS, net	<u>-</u>	<u>5,834,212</u>
Total assets	<u>\$ 209,604</u>	<u>\$ 5,886,845</u>
LIABILITIES AND FUND BALANCE		
CURRENT LIABILITIES:		
Accounts payable	\$ -	\$ 19,828
Advance rental payments	-	102,916
Security deposits	-	43,450
Total current liabilities	<u>-</u>	<u>166,194</u>
FUND BALANCE:		
Fund balance	<u>209,604</u>	<u>5,720,651</u>
Total liabilities and fund balance	<u>\$ 209,604</u>	<u>\$ 5,886,845</u>

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

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

	CAPITAL PROJECTS				EXPO CENTER			
	MONTH ENDED 12/31/2020	YEAR TO DATE 12/31/2020	2019-2020 ANNUAL BUDGET	% OF ANNUAL BUDGET	MONTH ENDED 12/31/2020	YEAR TO DATE 12/31/2020	2019-2020 ANNUAL BUDGET	% OF ANNUAL BUDGET
REVENUES:								
Expo center revenues	\$ -	\$ -	\$ -	0%	\$ -	\$ 12,329	\$ 555,000	2%
Other revenues	-	479	1,500	32%	-	-	-	0%
Total revenues	-	479	1,500	32%	-	12,329	555,000	2%
EXPENDITURES:								
Operating expenses	-	-	-		31,181	204,129	450,800	45%
General and administrative expenses	78,916	469,798	493,500	95%	79,653	507,079	1,143,500	44%
Total expenses	78,916	469,798	493,500	95%	110,834	711,208	1,594,300	45%
EXCESS OF EXPENDITURES OVER REVENUES	(78,916)	(469,319)	(492,000)	95%	(110,834)	(698,879)	(1,039,300)	67%
OTHER FINANCING SOURCES, NET	99,000	617,206	-	0%	101,000	439,000	-	0%
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER EXPENDITURES/(EXCESS OF EXPENDITURES OVER REVENUE AND OTHER FINANCING SOURCES)	20,084	147,887	<u>\$(492,000)</u>		(9,834)	(259,879)	<u>\$(1,039,300)</u>	
Fund balance, beginning	189,520	61,717			5,730,465	5,980,530		
Fund balance, ending	<u>\$ 209,604</u>	<u>\$ 209,604</u>			<u>\$ 5,720,651</u>	<u>\$ 5,720,651</u>		

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

INDUSTRY HILLS EXPO CENTER
 STATEMENT OF CASH FLOWS
FOR THE SIX MONTHS ENDED DECEMBER 31, 2020

	<u>AMOUNT</u>
CASH FLOWS FROM OPERATING ACTIVITIES	
Net loss before transfers and other credits	\$ (698,879)
Adjustments to reconcile net loss to net cash used in operating activities:	
Change in operating assets and liabilities:	
Accounts receivable, net	5,724
Due from other funds	222,000
Prepaid insurance	6,521
Prepaid expenses	-
Inventories	5,134
Accounts payable	(6,329)
Sales tax payable	-
Advance rental payments	5,892
Security deposits	(250)
Net cash used in operating activities	<u>(460,187)</u>
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES	
Other financing sources	<u>439,000</u>
NET CHANGE IN CASH	(21,187)
Cash at June 30, 2020	34,668
Cash at December 31, 2020	<u>\$ 13,481</u>

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

<u>Expo Center Operations</u>	<u>MONTH ENDED</u> <u>12/31/2020</u>	<u>YEAR TO DATE</u> <u>12/31/2020</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>12/31/2019</u>	<u>YEAR TO DATE</u> <u>12/31/2019</u>
Revenues						
Facilities rentals	\$ -	\$ 975	\$ 118,000	1%	\$ 23,748	\$ 167,912
Facilities rentals - bar sales	-	-	107,800	0%	38,188	161,238
Facilities - security	-	-	24,400	0%	5,069	28,385
Facilities - food	-	-	5,700	0%	434	4,703
Facilities - Insurance	-	-	-	0%	1,400	7,700
Facilities - other	-	-	-	0%	-	3,625
Grand Arena - special events rentals	-	-	-	0%	20,260	78,712
Grand Arena - outdoor arena rentals	-	-	3,800	0%	-	3,500
Grand Arena - show barn stall rentals	-	5,090	21,000	24%	480	20,774
Grand Arena - shaving sales	-	393	6,200	8%	-	5,265
Grand Arena - security	-	-	44,800	0%	2,885	64,909
Grand Arena - trailer parking	-	-	7,200	0%	685	6,955
Grand Arena - bar sales	-	886	-	0%	892	232,188
Grand Arena - food	-	-	-	0%	7,898	32,304
Grand Arena - feed sales	-	-	100	0%	-	65
Grand Arena - parking	-	-	-	0%	12,516	68,398
Grand Arena - other	-	-	33,600	0%	2,433	44,537
Speedway - Merchandise	-	-	-	0%	-	4,777
Speedway - Bar	-	-	33,700	0%	-	24,284
Speedway - Prize Money	-	-	30,200	0%	-	12,495
Speedway - General Admission	-	-	51,400	0%	-	34,385
Speedway - Concessions	-	-	28,400	0%	-	21,477
Speedway - Parking	-	-	12,900	0%	-	8,930
Speedway - Other	-	-	25,100	0%	-	1,589
G&A- Other	-	4,985	1,800	277%	-	784
Total revenues	-	12,329	555,000	2%	114,613	1,019,819
Expo expenses						
Cost of sales	2,095	5,730	78,200	7%	10,179	115,088
Bar supplies	-	-	200	0%	234	4,602
Promotional banquet	-	-	3,400	0%	401	2,128
Feed	-	-	100	0%	-	140,000
Contract labor/wages	25,237	167,978	22,800	737%	31,039	385,285
Furniture/fixtures & equipment	-	-	13,600	0%	-	4,900
Facilities - Insurance	-	1,000	6,700	15%	900	7,200
Miscellaneous	-	-	2,500	0%	260	3,111
Promotional	-	-	10,500	0%	116	2,899
Property maintenance	-	1,866	36,400	6%	-	18,365
Repairs and maintenance	-	-	1,100	0%	-	5,064
Sales tax	-	-	-	0%	-	(64)
Security - Grand Arena	-	-	40,100	0%	3,450	51,881
Security - Facilities	-	-	26,800	0%	5,600	32,929
Security - Speedway	-	-	13,000	0%	-	9,125
Shavings	-	(88)	2,400	-4%	1	4,125
Supplies	2,090	15,764	34,800	45%	3,391	36,458
Equipment rental	-	1,337	11,700	11%	853	1,762
Special event concessions	-	-	-	0%	375	11,284
Bad debt	750	4,500	8,400	54%	1,500	9,000
Speedway- Concessions	-	-	12,700	0%	-	9,028
Speedway- Merchandise	-	-	5,100	0%	-	-
Speedway- Insurance	1,009	6,062	9,500	64%	1,027	6,165
Speedway - Prize money	-	-	45,300	0%	-	28,076
Speedway- Outside services/contract labor	-	-	65,400	0%	-	49,271
Total Expo expenses	31,181	204,129	450,800	45%	59,028	797,388
Operating income before direct						
G & A and CRIA Indirect expenses	(31,181)	(191,800)	104,200	-184%	55,587	222,431

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

<u>Expo Center Operations</u>	<u>MONTH ENDED</u> <u>12/31/2020</u>	<u>YEAR TO DATE</u> <u>12/31/2020</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>12/31/2019</u>	<u>YEAR TO DATE</u> <u>12/31/2019</u>
Direct general and administrative expenses						
Travel and meetings	-	-	1,600	0%	-	1,316
Dues, subscriptions, books, etc.	962	8,429	12,800	66%	1,140	6,933
Equipment rental/lease	709	7,611	5,000	152%	778	6,358
Employee training	-	-	800	0%	-	747
Furniture/fixtures & equipment	-	-	1,000	0%	-	-
Advertising/printing	-	-	100	0%	-	45
Telephone	980	8,205	17,500	47%	1,372	7,646
Postage	-	44	6,500	1%	1,718	3,993
Miscellaneous	362	4,249	24,000	18%	1,928	11,342
Professional services	18,266	103,988	322,500	32%	20,873	144,030
Repairs and equipment	-	583	3,100	19%	-	721
Vehicle expenses	-	5,364	68,800	8%	5,285	42,298
Insurance and bonds	1,086	6,520	11,700	56%	1,008	6,047
Supplies	1,450	13,934	52,500	27%	4,634	25,557
Contract labor/administrative wages	31,165	195,093	310,100	63%	28,980	208,835
Property maintenance	18,732	97,235	135,400	72%	12,454	60,960
Utilities	5,941	55,824	170,200	33%	4,722	67,940
Total direct general and administrative expenses	<u>79,653</u>	<u>507,079</u>	<u>1,143,500</u>	44%	<u>82,892</u>	<u>614,765</u>
EXCESS OF EXPENDITURES OVER REVENUES	<u>\$ (110,834)</u>	<u>\$ (698,679)</u>	<u>\$ (1,039,300)</u>	67%	<u>\$ (27,305)</u>	<u>\$ (382,334)</u>

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

REVENUES:	MONTH ENDED 12/31/2020	YEAR TO DATE 12/31/2020	ANNUAL BUDGET 2019-2020	% OF ANNUAL BUDGET
Other revenues	\$ -	\$ 479	\$ 1,500	32%
GENERAL AND ADMINISTRATIVE EXPENSES:				
Salaries - board	2,836	17,016	38,000	45%
Medicare/disability	41	247	600	41%
PARS - ARS	106	638	1,400	46%
Legal	-	-	10,000	0%
Professional services	9,388	35,947	113,000	32%
Accounting	171	422	1,000	42%
Vehicle expenses	412	1,365	7,000	20%
General engineering	6,527	26,480	-	0%
Printing/photography	-	43	-	0%
Security	42,395	213,123	-	0%
Property maintenance	17,025	168,289	295,000	57%
Insurance and bonds	-	-	26,000	0%
Office expenses	-	-	500	0%
Utilities	15	6,228	1,000	623%
Total general and administrative expenses	<u>78,916</u>	<u>469,798</u>	<u>493,500</u>	95%
EXCESS OF EXPENDITURES OVER REVENUES	\$ <u>(78,916)</u>	\$ <u>(469,319)</u>	\$ <u>(492,000)</u>	95%

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 6.3



CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

MEMORANDUM

TO: Honorable Chairman and Board Members

FROM: Troy Helling, City Manager *TH*

STAFF: Yamini Pathak, Director of Finance *Y*

DATE: March 11, 2021

SUBJECT: **Presentation of the FY 2020-2021 Mid-Year Budget Report, and Consideration of Resolution No. CRIA 2021-01, approving and adopting the FY 2020-2021 Mid-Year Budget Amendments and The FY 2020-2021 Proposed Mid-Year Budget Amendments for The Capital Improvement Program Budget**

BACKGROUND:

On June 30, 2020, the Civic Recreational Industrial Authority (“CRIA”) adopted the FY 2020-2021 (“FY 21”) Operating Budget. Throughout the fiscal year, unanticipated revenues and expenditures arise that potentially impact the approved budget, and therefore require budget amendments.

DISCUSSION:

On June 30, 2020, CRIA adopted a budget that included total revenues for CRIA Administration in the amount of \$1,500.00, \$801,700.00 of expenditures, and transfers from the City’s General Fund to cover any shortfalls. The CRIA, adopted a budget for the Expo Center that showed \$898,300.00 in revenues and \$1,974,100.00 in expenditures. The shortfall to be subsidized by the City’s General Fund.

The FY 21 Mid-Year Budget Update will discuss changes to revenue and expenditures through the halfway point of the year and provide an overview of the FY 20- 21 Proposed Budget Amendments.

- **CRIA-Administration-** The proposed midyear budget reflects a \$190,300.00 increase for new security services and other overall expenses.

- **CRIA-Expo Center-** There is no change in the budget for the Expo Center.

FISCAL IMPACT

CRIA will be receiving an additional \$190,300 in transfers from the City's General Fund to cover expenses for CRIA Administration.

RECOMMENDATION

Staff recommends that the Civic Recreational Industrial Authority receive and file the FY 20-21 Mid-Year Budget Report and adopt Resolution No. CRIA 2021-01, approving the Proposed FY 21 Mid-Year Budget Amendments.

Attachments:

1. Resolution CRIA 2021-01: Resolution Approving and Adopting FY 2020-2021 Proposed Mid-Year Budget Amendments
2. Exhibit A – FY 2020-21 Proposed CRIA Budget
3. Exhibit B – FY 2020-21 Proposed CRIA-Expo Center Capital Project List
4. Exhibit C – FY 2020-21 Proposed CRIA-Expo Center Transfer In/Out

RESOLUTION NO. CRIA 2021-01

**A RESOLUTION OF THE CIVIC-RECREATIONAL-INDUSTRIAL
AUTHORITY APPROVING AND ADOPTING THE FISCAL YEAR 2020-21
PROPOSED MID-YEAR BUDGET AMENDMENTS AND THE FY 2020-
2021 PROPOSED MID-YEAR AMENDEMENTS FOR THE CAPITAL
IMPROVEMENT PROGRAM BUDGET**

WHEREAS, on June 30, 2020, CRIA adopted its FY 2020-2021 (“FY 21”) Budget;
and

WHEREAS, throughout a fiscal year, unanticipated revenues and expenditures may arise that could potentially impact the adopted budget and require budget amendments; and

WHEREAS, on March 10, 2021, the FY 21 Mid-Year Budget Report was presented to the CRIA Board, which provided an update on CRIA’s fiscal performance through the mid-point of the fiscal year, from July 1, 2020, through December 31, 2020, comparing all revenues and expenditures to the same period in the prior fiscal year and against adopted budget levels; and

WHEREAS, the FY 21 Mid-Year Budget Report also presented an overview of the FY 21 Mid-Year Budget Amendments for the Board’s consideration to approve and amend the FY 21 Adopted Budget.

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

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

Section 2. The CRIA Board received a presentation on the FY 2020-21 Mid-Year Budget Report and hereby receives and files same.

Section 3. The CRIA Board hereby approves the FY 21 Mid-Year Budget Amendments, attached hereto as Exhibit A, and incorporated herein by reference, subject to any necessary allocations by the City of Industry City Council.

Section 4. The CRIA Board hereby authorizes the Executive Director, or his designee, to make the appropriate changes and budget amendments in CRIA’s Financial System.

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

Section 6. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

Section 7. This Resolution shall be effective immediately.

PASSED, APPROVED AND ADOPTED by the Board of Directors of the Civic Recreational-Industrial Authority, at a regular meeting held on March 10, 2021, by the following vote:

AYES:	BOARD MEMBERS:
NOES:	BOARD MEMBERS
ABSTAIN:	BOARD MEMBERS
ABSENT:	BOARD MEMBERS

Eric Benavidez, Chairman

ATTEST:

Julie Gutierrez-Robles, Secretary

**CIVIC RECREATIONAL INDUSTRIAL AUTHORITY
MID-YEAR BUDGET UPDATE
REVENUE/EXPENSES DETIAL
FISCAL YEAR 2020-2021**

Account	Account Description	FY 20/21 Adopted	Budget	Amended	Mid-Year	Exhibit A
		Budget	Amendments	Budget	Budget Amendment FY 2020-2021	Proposed Amended Fy 2020- 2021
Fund 360 - CRIA						
Department 800 - CRIA Administration City						
5068	Landscape Maintenance	295,000.00	.00	295,000.00	29,600.00	324,600.00
5120.01	Professional Services	113,000.00	125,000.00	238,000.00	(72,800.00)	165,200.00
5120.02	Legal Services	10,000.00	.00	10,000.00	(10,000.00)	-
5620	Vehicle Expenses	7,000.00	.00	7,000.00	(4,200.00)	2,800.00
5900	General Engineering	.00	.00	.00	51,400.00	51,400.00
6120	Security	200,000.00	.00	200,000.00	239,100.00	439,100.00
8510	Property Maintenance	87,000.00	.00	87,000.00	(42,800.00)	44,200.00
	Department 800 - CRIA Administration City	\$712,000.00	\$125,000.00	\$837,000.00	190,300.00	1,027,300.00
Fund 360 - CRIA Totals						
	REVENUE TOTALS	-	-	-	-	-
	EXPENSE TOTALS	712,000.00	125,000.00	837,000.00	190,300.00	1,027,300.00
	Fund 360 - CRIA Totals	\$712,000.00	\$125,000.00	\$837,000.00	190,300.00	1,027,300.00

CITY OF INDUSTRY
MID-YEAR BUDGET UPDATE
CAPITAL IMPROVEMENT BUDGET
FISCAL YEAR 2020-2021

Exhibit B

DESCRIPTION	ADOPTED BUDGET FY 20-21	MID-YEAR BUDGET AMENDMENT FY 20-21	PROPOSED AMENDED BUDGET FY 20-21
Grade Separation	438,000.00	57,000.00	495,000.00
Street Widening, Reconstruction, Resurfacing and Slurry Seal	16,880,000.00	(983,545.00)	15,896,455.00
Bridge Widening, Seismic Retrofit, and Preventative Maintenance	1,240,000.00	(875,000.00)	365,000.00
Traffic Signal and Traffic Related Improvements	1,660,000.00	4,160,000.00	5,820,000.00
Strom Drain & Stormwater Improvements	1,035,000.00	350,000.00	1,385,000.00
IPUC - Water Utility	1,620,000.00	(290,000.00)	1,330,000.00
IPUC - Electric Utility	6,510,000.00	(1,367,000.00)	5,143,000.00
Expo Center at industry Hills	8,920,000.00	(168,000.00)	8,752,000.00
Industry Hills Golf & Convention Facilities	975,000.00	(120,000.00)	855,000.00
Open Spaces/Tonner Canyon Tres Hermanos	1,415,000.00	(680,000.00)	735,000.00
Civic Center Facilities	2,490,000.00	325,000.00	2,815,000.00
El Encanto	1,935,000.00	(1,225,000.00)	710,000.00
Facilities Improvements	715,000.00	952,000.00	1,667,000.00
CAPITAL IMPROVEMENTS FUND-TOTAL EXPENDITURES	45,833,000.00	135,455.00	45,968,455.00

**CITY OF INDUSTRY
PROPOSED MID YEAR BUDGET
SCHEDULE OF TRANSFERS
FISCAL YEAR 2020-2021**

Exhibit C

		TRANSFERS IN	TRANSFERS OUT	MID YEAR BUDGET ADJUSTMENT
1)	CRIA - EXPO CENTER	1,075,800.00		
	CRIA- CAPITAL PROJECTS		(1,075,800.00)	190,300.00
2)	CRIA- CAPITAL PROJECTS	1,877,500.00		
	CITY GENERAL FUND		(1,877,500.00)	(190,300.00)
3)	CITY- IPHMA	377,300.00		23,700.00
	CITY GENERAL FUND		(377,300.00)	(23,700.00)
4)	CITY DEBT SERVICE	29,546,000.00	(4,559,996.00)	
	CITY GENERAL FUND	4,559,996.00	(29,546,000.00)	
5)	PUBLIC FACILITIES AUTHORITY	39,474,000.00		
	CITY DEBT SERVICE		(39,474,000.00)	
	CITY GENERAL FUND			
6)	SA PROJECT 2	21,374,796.00		
	SA - LAND		(21,374,796.00)	
7)	DEBT SERVICES PROJECT AREA # 1		(45,488,765.00)	
	DEBT SERVICES PROJECT AREA # 2	54,645,683.00		
	DEBT SERVICES PROJECT AREA # 3		(9,156,918.00)	
		<u>152,931,075.00</u>	<u>(152,931,075.00)</u>	<u>-</u>

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 6.4



CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

MEMORANDUM

TO: Chairman Benavidez and Members of the Board

FROM: Troy Helling, Executive Director *TH*

STAFF: Joshua Nelson, Agency Engineer *JN*

DATE: March 10, 2021

SUBJECT: Consideration of a Professional Services Agreement with C & C Engineering, Inc., for Engineering Services

Background:

C & C Engineering, Inc. ("CNC") has been providing engineering services to the City for over 40 years. They have served in various capacities, assisting with engineering projects for the City's agencies, commissions, and boards. CNC has a long-standing working relationship with the City and has proven to be instrumental in many of the projects that have been completed throughout the years.

Discussion:

CNC's current agreement is set to expire on March 21, 2021. Therefore, staff is requesting the Board approve a new Professional Services Agreement ("Agreement") with CNC for engineering services. The proposed Agreement will become effective on March 22, 2021 and will terminate upon the Board's 120-day written notice to CNC. Similar to the current agreement, the proposed Agreement does not have a not-to-exceed amount and includes new specific indemnification language for independent contractors, updated scope of services and rate schedule.

Fiscal Impact:

Annual expenditures for the proposed Agreement will vary depending on work assigned and performed. Based on CNC's cost of services year to date, its expenditures for Fiscal Year 20/21 will be approximately \$100,000.

Recommendation:

- 1.) Staff recommends that the Board approves the Professional Services Agreement with C & C Engineering, Inc., and authorize the Executive Director to execute same.

Exhibit:

A. Professional Services Agreement with C & C Engineering, Inc., dated March 22, 2021.

TH/BH:yp

EXHIBIT A

Professional Services Agreement with C & C Engineering, Inc., dated March 22, 2021

[Attached]

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of March 22, 2021 (“Effective Date”), between the Civic-Recreational-Industrial Authority, a public body (“CRIA”), and C & C Engineering, Inc., a California Corporation (“Consultant”). The CRIA and Consultant are hereinafter collectively referred to as the “Parties”.

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the CRIA and in a first-class manner in conformance with the standards of quality normally observed by an entity providing engineering 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 the CRIA. If Consultant was an employee, agent, appointee, or official of the CRIA in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that if this Agreement is made in violation of Government Code §1090 *et. seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, and Consultant will be required to reimburse the CRIA for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

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

3. MANAGEMENT

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

4. PAYMENT

(a) The CRIA agrees to pay Consultant 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.

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

(c) 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 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. LABOR CODE AND PREVAILING WAGES

(a) Consultant represents and warrants that it is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000.00 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and any location where the Services are performed. Consultant shall indemnify, defend and hold harmless, the City, 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 subcontractors of Consultant, failure or alleged failure to comply with Prevailing Wage Laws.

(b) In accordance with the requirements of Labor Code Section 1776, Consultant shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Consultant shall make all such records available for inspection at all reasonable hours.

(c) To the extent applicable, Consultant shall comply with the provisions of Section 1777.5 of the Labor Code with respect to the employment of properly registered apprentices upon public works.

(d) Consultant shall comply with the legal days work and overtime requirements of Sections 1813 and 1815 of the Labor Code.

(e) If the Services are being performed as part of an applicable Public Works or Maintenance project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Agreement and require the same of any subconsultants, as applicable. This Services set forth in this Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

6. SUSPENSION OR TERMINATION OF AGREEMENT

(a) The CRIA may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least one hundred twenty (120) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the CRIA suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the CRIA shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the CRIA. Notwithstanding the foregoing, CRIA shall pay Consultant for work related to the transition of the Services, in accordance with the Rate Schedule. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to the CRIA pursuant to Section 5 of this Agreement.

7. OWNERSHIP OF DOCUMENTS

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

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

8. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

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

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

9. 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.

10. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the CRIA a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultants exclusive direction and control. Neither 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 CRIA. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the CRIA, or bind the CRIA in any manner.

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

(c) Consultant shall indemnify, defend and hold harmless, the CRIA, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including contributions to any retirement and/or pension plan, legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Consultant's or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant, service as an independent contractor. The provisions of this Section 10 are effective as of January 1, 2020. The indemnity provisions set forth in this Section 10 shall survive the termination of this Agreement, and are in addition to any other rights or remedies the City may have under the law.

11. LEGAL RESPONSIBILITIES

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

12. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the CRIA in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the CRIA has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the CRIA to any and all remedies at law or in equity.**13. 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

To Consultant: Clement N. Calvillo, President
C & C Engineering, Inc.
255 N. Hacienda Boulevard, Suite 222
City of Industry, CA 91744

16. ASSIGNMENT

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

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

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

17. GOVERNING LAW/ATTORNEYS' FEES

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

18. ENTIRE AGREEMENT

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

19. SEVERABILITY

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

20. COUNTERPARTS

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

21. CAPTIONS

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

22. WAIVER

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

23. REMEDIES

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

24. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

“CRIA”
Civic-Recreational-Industrial Authority

“CONSULTANT”
C & C Engineering, Inc.

By: _____
Troy Helling, Executive Director

By: _____
Clement N. Calvillo, President

Attest:

By: _____
Julie Gutierrez-Robles, Board 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's services shall include, but are not limited to, the following:

1. Provide on-call services related to any engineering, land surveying, construction and coordination of projects as requested by CRIA;
2. Manage and maintain all Geographic Information Systems (GIS) related databases;
3. Provide GIS static and web-based mapping tools in support of CRIA projects;
4. Perform GIS field collection of infrastructure location, specification, and condition;
5. Train and support CRIA staff in the use and application of GIS information, software, and associated information;
6. Point of Contact - Receive calls from CRIA Staff, City of Industry personnel, contractors, or the public regarding repair concerns at Expo Center;
7. Be reachable and available to respond to emergencies at all times. Consultant must provide CRIA with emergency contact numbers for key personnel to facilitate the immediate response by Consultant to emergencies and provide an updated contact list when needed;
8. Coordinate and provide inspections at Expo Center for repair and/or maintenance needs and/or safety concerns;
9. Evaluate and investigate the severity and validity of repair and maintenance concerns;
10. Coordinate with CRIA Staff and contractors for bidding repairs and executing the work;
11. Coordinate with various trades including but not limited to:
 - i. Plumbing
 - ii. Electrical
 - iii. Mechanical/HVAC equipment
 - iv. Refrigeration/Commercial Kitchen Appliance repair
 - v. Carpentry
 - vi. Flooring repair/replacement/cleaning
 - vii. Roofing
 - viii. Landscaping
 - ix. Masonry/stucco
 - x. Tree trimming/removal
 - xi. Pest Control
 - xii. Painting
 - xiii. Weed abatement/vegetation clearance
 - xiv. HAZMAT response
12. Provide backflow device inspection and repair, including document control and coordination with LA County Backflow & Cross Connections and surrounding water agencies and maintain the Backflow Maintenance Program;
13. Provide electrical services, as needed - investigate, trouble-shoot, coordinate with electrical utilities (SCE and Industry Public Utilities) to provide direction and feedback for electrical repairs needed;
14. Provide civil engineering design, land surveying and construction management on CRIA Capital Improvement Projects, including coordination with CRIA staff and

assisting with work progress, schedule and access to restricted areas in the facility;
and
15. Other duties as requested.

EXHIBIT B
RATE SCHEDULE

Civil Engineering, GIS and Administrative Services	
Principal/Director of Engineering	\$255.00
Director of Operations	\$220.00
Senior Project Manager/Sr. Civil Engineer	\$200.00
Project Manager/Civil Engineer	\$175.00
Senior GIS Manager	\$195.00
GIS Manager	\$180.00
Senior Project Engineer	\$165.00
Project Engineer	\$155.00
Senior Design Engineer	\$145.00
Design Engineer	\$135.00
Senior GIS Analyst	\$165.00
GIS Analyst	\$145.00
GIS Technician	\$115.00
CADD Technician	\$115.00
Administrative Supervisor	\$105.00
Administrative Assistant	\$90.00
Intern	\$80.00

Electric Utility Services	
Senior Energy Advisor	\$255.00
Operations Manager	\$215.00
Senior Electrical Worker/Inspector	\$175.00
Electrical Worker/Inspector	\$155.00
Electrical Senior Project Manager	\$195.00
Electrical Project Manager	\$175.00
Electrical Project Engineer	\$155.00
Electrical Design Engineer	\$135.00

Municipal Engineering Services	
Deputy City/Agency Engineer	\$255.00
Plan Check Engineer	\$190.00
Plan Check Associate	\$165.00
Senior Construction Manager	\$210.00
Construction Manager	\$175.00
Senior Construction Inspector	\$175.00
Construction Inspector	\$145.00
Permit Coordinator	\$165.00
Director of Field Operations & Facilities	\$210.00
Field Operations Project Manager	\$180.00
Senior Field Operations	\$170.00
Field Operations	\$150.00
Field Operations Assistant	\$130.00
Administrative Supervisor	\$105.00
Administrative Assistant	\$90.00

Field Survey Services	
Director of Survey	\$210.00
Survey Manager	\$180.00
Land Surveyor	\$155.00
Senior Survey Technician	\$135.00
Survey Technician	\$115.00
One Person Crew	\$165.00
Two Person Crew	\$270.00
Three Person Crew	\$345.00

*The above-mentioned rates shall increase 2.5 percent, adjusted and rounded up to the nearest five dollars (\$5.00) per hour, beginning January 1, 2022, and annually thereafter.

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the 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. The CRIA reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the CRIA and Consultant may renegotiate Consultant's compensation.

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

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

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