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# Civic-Recreational-Industrial Authority



Regular Meeting Agenda

June 9, 2021

9:00 a.m.

Chairman Eric Benavidez

Vice Chairman Ronald Whittimore

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: 816 714 058#. 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, June 7, 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 (CRIIA) 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 June 9, 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 April 2021

*RECOMMENDED ACTION: Receive and file.*

- 5.3 Consideration of the minutes of the May 12, 2021 regular meeting

*RECOMMENDED ACTION: Approve as submitted.*

- 5.4 Consideration of Amendment No. 1 to the Professional Services Agreement with CliftonLarsonAllen LLP, for Auditing Services in an amount not to exceed \$11,950 through June 30, 2022

*RECOMMENDED ACTION: Approve the Amendment.*

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 March 31, 2021

*RECOMMENDED ACTION:                      Receive and file the report.*

- 6.3 Consideration of a Professional Services Agreement with Veneklasen Associates, Inc. for the design of the audio-visual system, the information technology system, and the security systems for the Expo Center A/V Upgrades to the Grand Arena project, in an amount not to exceed \$85,596.00 through December 31, 2022 (MP 01-34 #33)

*RECOMMENDED ACTION:                      Approve the Agreement*

7.     **EXECUTIVE DIRECTOR COMMUNICATIONS**

8.     Adjournment. Next regular meeting: Wednesday, July 7, 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 June 9, 2021

<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
120	CAPITAL IMPROVEMENT FUND	218,614.51
360	INDUSTRY HILLS EXPO OPERATING ACCOUNT	253,698.39
TOTAL ALL FUNDS		472,312.90

<u>BANK</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
WFCK	WELLS FARGO CHECKING	472,312.90

**APPROVED PER CITY MANAGER**

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**Civic-Recreational-Industrial Authority**  
**Board Meeting**  
**June 9, 2021**

Check	Date		Payee Name	Check Amount
<b>CRIA.WF.CHK - CRIA Wells Fargo Checking</b>				
<b>11223</b>	05/12/2021		05/31/2021 <b>INDUSTRY PUBLIC UTILITIES</b>	<b>\$2,862.18</b>
	Invoice	Date	Description	Amount
	2021-00001876	05/01/2021	02/17-04/19/21 SVC - MAIN GUARD SHACK	\$86.31
	2021-00001877	05/01/2021	02/17-04/19/21 SVC - GRAND ARENA - E SIDE OF PARKI	\$144.91
	2021-00001878	05/01/2021	02/17-04/19/21 SVC - GRAND ARENA - S SIDE OF PARKI	\$58.07
	2021-00001879	05/01/2021	02/17-04/19/21 SVC - NEAR CAFE @ GRAND EXPO	\$87.18
	2021-00001880	05/01/2021	02/17-04/19/21 SVC - PATIO CAFE	\$46.20
	2021-00001881	05/01/2021	02/17-04/19/21 SVC - GRAND ARENA CAFE	\$204.39
	2021-00001882	05/01/2021	02/17-04/19/21 SVC - SNACK BAR @ GRAND ARENA	\$133.66
	2021-00001883	05/01/2021	02/17-04/19/21 SVC - BUILDING 4 - E SIDE OF PLANTER	\$129.16
	2021-00001884	05/01/2021	02/17-04/19/21 SVC - WATER TOWER @ PAVILION PARI	\$759.16
	2021-00001885	05/01/2021	02/17-04/19/21 SVC - ARENA NEAR BUNKHOUSE	\$117.91
	2021-00001886	05/01/2021	02/17-04/19/21 SVC - EXPO OFFICE	\$149.41
	2021-00001887	05/01/2021	02/17-04/19/21 SVC - BARN D	\$135.91
	2021-00001888	05/01/2021	02/17-04/19/21 SVC - DC @ BARN D	\$133.66
	2021-00001889	05/01/2021	02/17-04/19/21 SVC - BARN E	\$117.91
	2021-00001890	05/01/2021	02/17-04/19/21 SVC - DC @ BARN E	\$133.66
	2021-00001891	05/01/2021	02/17-04/19/21 SVC - BATHROOM @ BARN E	\$126.91
	2021-00001892	05/01/2021	02/17-04/19/21 SVC - HORSE TRAINING AREA BEHIND B	\$117.91
	2021-00001893	05/01/2021	02/17-04/19/21 SVC - 1ST GUARD SHACK	\$46.20
	2021-00001894	05/01/2021	02/17-04/19/21 SVC - S SIDE OF BLDG BEHIND GATED A	\$133.66
<b>11224</b>	05/18/2021		05/31/2021 <b>CRIA-EQUESTRIAN CENTER</b>	<b>\$155,000.00</b>
	Invoice	Date	Description	Amount
	APR-21	05/17/2021	REIMBURSEMENT FOR APRIL 2021 OPERATING COSTS	\$155,000.00
<b>11225</b>	06/09/2021		<b>ABSOLUTE INTERNATIONAL SECURIT</b>	<b>\$40,844.67</b>

**Civic-Recreational-Industrial Authority  
Board Meeting  
June 9, 2021**

Check	Date		Payee Name	Check Amount
<b>CRIA.WF.CHK - CRIA Wells Fargo Checking</b>				
	Invoice	Date	Description	Amount
	2020102833	06/01/2021	MAY 2021 SECURITY SVC	\$40,844.67
<b>11226</b>	06/09/2021		<b>ANIMAL PEST MANAGEMENT SERVICE</b>	<b>\$2,500.00</b>
	Invoice	Date	Description	Amount
	648016	04/30/2021	PEST CONTROL - EXPO CENTER	\$2,500.00
<b>11227</b>	06/09/2021		<b>BLAKE AIR CONDITIONING COMPANY</b>	<b>\$1,912.45</b>
	Invoice	Date	Description	Amount
	57202	10/01/2020	CONDENSING UNIT REPAIR - EXPO CENTER	\$1,912.45
<b>11228</b>	06/09/2021		<b>CITY OF INDUSTRY</b>	<b>\$252.64</b>
	Invoice	Date	Description	Amount
	2021-00000058	04/30/2021	APRIL 2021 FUEL COSTS	\$252.64
<b>11229</b>	06/09/2021		<b>CNC ENGINEERING</b>	<b>\$63,957.50</b>
	Invoice	Date	Description	Amount
	502966	05/13/2021	EXPO CENTER IT INFRASTRUCTURE UPGRADES	\$100.00
	503018	05/27/2021	RESURFACING DESIGN-EXPO CENTER PARKING LOT	\$2,250.00
	503019	05/27/2021	SEWER DESIGN - EXPO CENTER SEWER MAIN REPLA	\$1,452.50
	503020	05/27/2021	AVALON ROOM IMPROVEMENTS	\$3,080.00
	503021	05/27/2021	NEW BANQUET FACILITY AT THE EXPO CENTER	\$4,845.00
	503022	05/27/2021	PAVILION UPGRADES	\$3,010.00
	503023	05/27/2021	EXPO CENTER ALARM SYSTEM UPGRADES	\$200.00
	503024	05/27/2021	EXPO CENTER AUDIO/VIDEO UPGRADES	\$400.00
	503025	05/27/2021	EXPO CENTER ELECTRICAL LOADING MASTER PLAN	\$3,825.00
	503026	05/27/2021	EXPO CENTER ROADS REHABILITATION	\$7,822.50

**Civic-Recreational-Industrial Authority**  
**Board Meeting**  
**June 9, 2021**

Check	Date		Payee Name	Check Amount
<b>CRIA.WF.CHK - CRIA Wells Fargo Checking</b>				
	503027	05/27/2021	GAZEBO AT EXPO CENTER PAVILION BUILDING	\$23,105.00
	503057	05/27/2021	EXPO CENTER IT INFRASTRUCTURE UPGRADES	\$100.00
	503017	05/27/2021	EXPO CENTER - STANDARDS OF FACILITIES MAINTEN.	\$13,767.50
<b>11230</b>	06/09/2021		<b>CRIA-PAYROLL ACCOUNT</b>	<b>\$3,000.00</b>
	Invoice	Date	Description	Amount
	JUN-21	05/12/2021	REPLENISH PAYROLL ACCOUNT FOR JUNE 2021	\$3,000.00
<b>11231</b>	06/09/2021		<b>FRAZER, LLP</b>	<b>\$3,200.00</b>
	Invoice	Date	Description	Amount
	172052	04/30/2021	PROFESSIONAL SVC - APRIL 2021	\$3,200.00
<b>11232</b>	06/09/2021		<b>SATSUMA LANDSCAPE &amp; MAINT.</b>	<b>\$29,146.38</b>
	Invoice	Date	Description	Amount
	0521EC	05/27/2021	MAY 2021 LANDSCAPE MAINTENANCE	\$29,146.38
<b>11233</b>	06/09/2021		<b>THE BIG NORWEGIAN</b>	<b>\$1,212.57</b>
	Invoice	Date	Description	Amount
	56444	05/07/2021	HOSE REPAIR FOR 2004 JLG 860SJ	\$1,212.57
<b>11234</b>	06/09/2021		<b>VASILJ, INC.</b>	<b>\$168,424.51</b>
	Invoice	Date	Description	Amount
	#4EXPO-2129a	06/01/2021	EXPO CENTER SEWER REPLACEMENT PHASE B	\$177,288.95



**Civic-Recreational-Industrial Authority**  
**Board Meeting**  
**June 9, 2021**

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

Checks	Status	Count	Transaction Amount
	Total	12	\$472,312.90

*CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY*

ITEM NO.5.2

Industry Hills Expo Center  
Check Detail  
April 2021

Industry Hills Expo Center - Check Register  
APRIL

DATE	CHECK #	PAYEE	AMOUNT	DETAILS
04/09/2021	16554	AR-080821 MARTHA JIMENEZ	800.00	*EVENT CANCELLATION REFUND
04/09/2021	16555	AR-081421R STEPHANIE SOLIS	1,100.00	*EVENT CANCELLATION REFUND
04/09/2021	16556	AR-082821R ELIZABETH CHAVEZ	729.00	*EVENT CANCELLATION REFUND
04/09/2021	16557	AR-082121R MARTHA BRENES	1,730.00	*EVENT CANCELLATION REFUND
04/09/2021	16558	AR-091121 TERESITA PEREZ	1,445.00	*EVENT CANCELLATION REFUND
04/09/2021	16559	AR-092521R ELIA HERNANDEZ	1,245.00	*EVENT CANCELLATION REFUND
04/09/2021	16560	AR-052321R LETICIA PASILLAS	1,285.00	*EVENT CANCELLATION REFUND
04/09/2021	16561	AR-090321 MONICA AVELS	1,001.00	*EVENT CANCELLATION REFUND
04/09/2021	16562	PAV-073121R FABIAN SANCHEZ	5,227.00	*EVENT CANCELLATION REFUND
04/09/2021	16563	PAV-080621 ANGELICA GUERRERO	2,695.00	*EVENT CANCELLATION REFUND
04/09/2021	16564	PAV-082121R ANGELICA CALDERON	2,800.00	*EVENT CANCELLATION REFUND
04/09/2021	16565	PAV-082821RR PEDRO JAUREGUI	4,776.00	*EVENT CANCELLATION REFUND
04/09/2021	16566	CINTAS	1,007.18	MATS, MOPS AND UNIFORMS
04/09/2021	16567	CITY OF INDUSTRY	5,157.04	PROPERTY MAINT EXP.
04/09/2021	16568	FED EX	31.82	POSTAGE EXP.
04/09/2021	16569	FRONTIER COMMUNICATIONS	290.98	INTERNET EXP.
04/09/2021	16570	JANUS PEST MANAGEMENT, INC.	844.00	PROPERTY MAINT EXP.
04/09/2021	16571	OFFICE DEPOT	25.48	OFFICE SUPPLIES EXP.
04/09/2021	16572	SATSUMA LANDSCAPE	8,674.00	PROPERTY MAINT EXP.
04/09/2021	16573	SOUTHERN CALIFORNIA EDISON	5,868.17	UTILITIES EXP.
04/13/2021	16574	CNC EQUESTRIAN MANAGEMENT	10,987.85	CONTRACT LABOR APRIL.2021/AMEX CHGS
04/13/2021	16575	FED EX	85.78	POSTAGE EXP.
04/13/2021	16576	JANUS PEST MANAGEMENT, INC.	470.00	PROPERTY MAINT EXP.
04/13/2021	16577	JUAN LOPEZ	2,266.25	IT SERVICES JAN/FEB. 2021
04/14/2021	16578	AR-060621 JOANNE ARCOS	800.00	*EVENT CANCELLATION REFUND
04/27/2021	16579	AT&T	515.85	TELEPHONE EXP.
04/27/2021	16580	CINTAS	1,011.20	MATS, MOPS AND UNIFORMS
04/27/2021	16581	CNC EQUESTRIAN MANAGEMENT	71,348.73	MAINT CREW MARCH 2021/CONTRACT LABOR APRIL 2021/AMEX CHGS
04/27/2021	16582	FOOTHILL VACUUM & JANITORIAL	445.43	SUPPLIES EXP.
04/27/2021	16583	FRONTIER COMMUNICATIONS	516.33	TELEPHONE EXP.
04/27/2021	16584	HOME DEPOT	177.45	PROPERTY MAINT EXP.
04/27/2021	16585	JANUS PEST MANAGEMENT, INC.	749.00	PROPERTY MAINT EXP.
04/27/2021	16586	OFFICE DEPOT	92.90	OFFICE SUPPLIES EXP.
04/27/2021	16587	PITNEY BOWES-PURCHASE POWER	94.38	POSTAGE EXP.
04/27/2021	16588	ROGERS,CLEM & CO.	2,200.00	ACCTG. CONSULTING SERVICES-MARCH 2021
04/27/2021	16589	SOUTHERN CALIFORNIA EDISON	6,133.79	UTILITIES EXP.
04/27/2021	16590	TBS CLEANING SERVICE	2,150.00	PROPERTY MAINT EXP.
04/27/2021	16591	XEROX FINANCIAL SERVICES	794.90	LEASE PYMT. XEROX
04/27/2021	16592	PAV-091121 ELIA SEMU	2,424.00	*EVENT CANCELLATION REFUND

\*INDICATES CANCELLATION DUE TO COVID-19 OUTBREAK

<b>TOTAL</b>	<b>149,995.51</b>
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*CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY*

ITEM NO.5.3

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CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY  
REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
MAY 12, 2021  
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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 Eric Benavidez at 9:04 a.m., telephonically using Conference Call Number, 657-204-3264, Conference ID: 263 378 358#.

**FLAG SALUTE**

The flag salute was led by Vice Chairman Larry Hartman.

**ROLL CALL**

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

ABSENT: Bob Lindsey, Board Member

STAFF PRESENT: 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 were none.

**CONSENT CALENDAR**

**5.1 CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED BY THE FINANCE DEPARTMENT FOR MAY 12, 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 MARCH 31, 2021**

*RECOMMENDED ACTION: Receive and file.*

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CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY  
REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
MAY 12, 2021  
PAGE 2

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**5.3 CONSIDERATION OF THE MINUTES OF THE MARCH 10, 2021 REGULAR MEETING AND THE APRIL 7, 2021 REGULAR MEETING**

*RECOMMENDED ACTION:* *Approve as submitted.*

**5.4 CONSIDERATION OF CHANGE ORDER NOS. 1 THROUGH 4, IN THE AMOUNT OF \$244,188.95 FOR CONTRACT NO. EXPO-2129, EXPO CENTER SEWER REPLACEMENT PHASE B (CIP-SS-18-009-B)**

*RECOMMENDED ACTION:* *Approve Change Order Nos. 1, 2, 3 & 4 and authorize the Chair to execute the Change Orders.*

MOTION BY BOARD MEMBER HARTMANN AND SECOND BY VICE CHAIRMAN WHITTEMORE TO APPROVE THE CONSENT CALENDAR. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	HARTMANN, LEE, V/C WHITTEMORE, C/BENAVIDEZ
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	LINDSEY
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 HARTMANN AND SECOND BY BOARD MEMBER LEE TO RECEIVE AND FILE. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

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CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY  
REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
MAY 12, 2021  
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**6.2 PRESENTATION AND DISCUSSION REGARDING THE CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY'S FINANCIAL REPORT FOR FEBRUARY 28, 2021**

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

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

MOTION BY VICE CHAIRMAN WHITTEMORE AND SECOND BY BOARD MEMBER HARTMANN TO RECEIVE AND FILE THE REPORT. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

**6.3 CONSIDERATION OF A MAINTENANCE SERVICES AGREEMENT WITH A.D. WILSON, INC. FOR THE MAINTENANCE OF UNDERGROUND UTILITIES AT THE INDUSTRY HILLS EXPO CENTER IN AN AMOUNT NOT-TO-EXCEED \$60,000.00 THROUGH MAY 12, 2022 (MP 01-34 #1)**

*RECOMMENDED ACTION:* *Approve the Agreement.*

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 HARTMANN AND SECOND BY VICE CHAIRMAN WHITTEMORE TO APPROVE THE AGREEMENT. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

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CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY  
REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
MAY 12, 2021  
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**6.4 DISCUSSION REGARDING THE OPENING OF THE EXPO CENTER FOR EVENTS AND EXPO CENTER PROJECTS SCHEDULE UPDATE**

*RECOMMENDED ACTION:*

*Provide direction to Staff.*

Director of Public Works/City Engineer/Assistant City Manager, Josh Nelson, and Expo Facility Ops Manager, Cory Moss, each spoke about the updates at the Expo Center and the regulations still being followed by the State Health Order. The Expo Center remains closed for events until June 30<sup>th</sup>, with the possibility of smaller events, if the restrictions are followed and everyone is safe and protected. More to come based on the California Health Order.

**EXECUTIVE DIRECTOR COMMUNICATIONS**

There were none.

**ADJOURNMENT**

In closing Chairman Eric Benavidez provided a quote by John Wooden, "Whatever you do in life, surround yourself with smart people who'll argue with you."

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

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Eric Benavidez, Chairman

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Julie Robles, Secretary



*CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY*

ITEM NO.5.4



# CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

## MEMORANDUM

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

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

**STAFF:** Bing Hyun, Assistant Executive Director *[Signature]*

**DATE:** June 9, 2021

**SUBJECT:** Consideration of Amendment No. 2 to the Professional Services Agreement with CliftonLarsonAllen, LLP, for Auditing Services through June 30, 2022 in an amount not-to-exceed \$11,950.00

### Background:

On May 13, 2020, the CRIA approved a Professional Services Agreement (“Agreement”) with White Nelson Diehl Evans, LLP (“WNDE”) to provide auditing services in the amount of \$5,830.00 through June 30, 2021.

Effective November 1, 2020, WNDE was acquired by CliftonLarsonAllen, LLP (“CLA”), and has been operating under the CLA name since that time. On December 9, 2020, Amendment No. 1 was approved to transfer the Agreement with WNDE to its successor in interest CLA, and revise indemnity provisions to clarify the auditor’s role and responsibilities as independent contractors.

### Discussion:

The Agreement is set to expire on June 30, 2021. Amendment No. 2 will extend the term through June 30, 2022, provide two (2) one-year extension options, and increase the compensation amount by \$6,120.00. Additionally, the amendment will further update indemnity provisions related to the auditor’s status as independent contractors to match CRIA’s current standard language, and update the notices of the Agreement to reflect the current addresses for the General Counsel and CLA.

The table below shows the Agreement’s total not-to-exceed amount.

Professional Services Agreement	\$5,830.00
Amendment No. 1	\$0
Amendment No. 2 (proposed)	\$6,120.00
Total	\$11,950.00

**Fiscal Impact:**

No fiscal impact at this time. Costs for work to be performed through June 30, 2022 will be appropriated in Account Code No. 360-800-5120.01 as part of the FY 2021/22 adopted budget.

**Recommendation:**

- 1.) Staff recommends that the Board approve Amendment No. 2 to the Professional Services Agreement with CliftonLarsonAllen, LLP

**Exhibit:**

- A. Amendment No. 2 to the Professional Services Agreement with CliftonLarsonAllen, LLP, dated June 9, 2021
- 

TH/BH:yp

**EXHIBIT A**

Amendment No. 2 to the Professional Services Agreement with CliftonLarsonAllen, LLP,  
dated June 9, 2021

[Attached]

**AMENDMENT NO. 2  
TO PROFESSIONAL SERVICES AGREEMENT WITH  
CLIFTONLARSONALLEN, LLP**

This Amendment No. 2 to the Professional Services Agreement (“Agreement”), is made and entered into this 9<sup>th</sup> day of June, 2021 (“Effective Date”), by and between the Civic Recreational Industrial Authority, a public body, corporate and politic (“CRIA”) and CliftonLarsonAllen, LLP, a California limited liability partnership (“Consultant”). The CRIA and Consultant are hereinafter collectively referred to as the “Parties”.

**RECITALS**

**WHEREAS**, on or about May 13, 2020, the Agreement was entered into and executed between the CRIA and White Nelson Diehl Evans, LLC (“WNDE”) to provide professional auditing services; and

**WHEREAS**, effective November 1, 2020, WNDE was acquired by CliftonLarsonAllen, LLP (“CLA”), and has been operating under the CLA name since that time. On or about December 9, 2020, the CRIA approved Amendment No. 1 to assign the Agreement to CLA and revise indemnity provisions to clarify the auditor’s role and responsibilities as independent contractors; and

**WHEREAS**, the Parties desire to amend the Agreement to extend the term to June 30, 2022, provide extension options, increase the compensation by \$6,120.00, update the rate schedule, amend the notices section to include the current addresses for General Counsel and Consultant, and update indemnity provisions; and

**WHEREAS**, for the reasons set forth herein, the 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, and incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided:

**Section 1. TERM**

Section 1 is hereby amended to read in its entirety as follows:

This Agreement shall be effective as of November 1, 2020, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2022, unless sooner terminated pursuant to the provisions of this Agreement. Notwithstanding the foregoing, the CRIA may extend the Term of the Agreement for two

(2) one (1) year extensions.

**Section 4. PAYMENT**

Section 4(a) is hereby amended to read in its entirety as follows:

(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. This amount shall not exceed Eleven Thousand Nine Hundred Fifty Dollars (\$11,950.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

**Section 9. INDEPENDENT CONSULTANT**

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

(c) Consultant 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 9 (c) are effective as of January 1, 2020. The indemnity provisions set forth in this Section 9(c) shall survive the termination of this Agreement, and are in addition to any other rights or remedies the CRIA may have under the law.

**Section 10. LEGAL RESPONSIBILITIES**

Section 10(c) is hereby deleted in its entirety.

**Section 11. NOTICES**

The addresses for James M. Casso and Consultant are hereby revised to read in its entirety as follows:

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

To Consultant: CliftonLarsonAllen, LLP

2875 Michelle Drive, Suite 300  
Irvine, CA 92606  
Attention: Daphnie Munoz

**EXHIBIT B RATE SCHEDULE**

The Rate Schedule is hereby rescinded in its entirety and replaced with the information set forth in Attachment 1, attached hereto and incorporated herein by reference.

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

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

**“CONSULTANT”**  
**CliftonLarsonAllen, LLP**

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

By: \_\_\_\_\_  
Daphnie Munoz, Principal

**Attest:**

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

**APPROVED AS TO FORM:**

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

Attachment 1

EXHIBIT B

RATE SCHEDULE

<b>Description of Services</b>	<b>Estimated Hours</b>	<b>Cost</b>
Audited Financial Statements of the Civic Recreational-Industrial Authority, Report on Internal Controls Over Financial Reporting, and Auditors' Communication with the Board of Directors	48	\$6,120.00
<b>Total</b>	48	\$6,120.00

**AUDIT STAFF STANDARD HOURLY BILLING RATES**

	Hourly Rate
Partner	\$263.00
Manager	\$184.00
Supervisory Staff	\$126.00
Professional Staff	\$100.00
Clerical	\$74.00



*CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY*

ITEM NO.6.1

Backup will be provided 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: June 9, 2021

SUBJECT: Civic-Recreational-Industrial Authority March 31, 2021 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 March 31, 2021, the Expo Center incurred a net loss before transfers of \$90,030.

For the year to date ended March 31, 2021, the Expo Center expenses amounted to \$1,034,013, which represents 53% of budgeted annual expenses of \$1,968,200. Transfers received by the Expo Center amounted to \$858,011 for the year to date ended March 31, 2021.

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 \$1,156,600 which the Fund has incurred \$765,960 of year to date expenditures which represents 66% of annual budgeted expenditures. Year to date transfers from the City of Industry amounted to \$1,594,206, of which \$858,011 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 March 31, 2021.

**Fiscal Impact:**

There is no fiscal impact as result of this action.

**Recommendation:**

Receive and file.

# **EXHIBIT A**

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

FINANCIAL STATEMENTS

MARCH 31, 2021

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

FINANCIAL STATEMENTS

MARCH 31, 2021

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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  
MARCH 31, 2021

**Expo Center Operations**

During the month ended March 31, 2021, 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 March 31, 2021 and 2020, our financial statements reflect the following activity:

<u>Expo Center Operations</u>	Month Ended 3/31/2021	Year To Date 3/31/2021	Annual Budget 2019-2020	% of Annual Budget	Month Ended 03/31/2020	Year To Date 03/31/2020
Total revenues	\$ 280	\$ 13,609	\$ 892,400	2%	\$ 26,611	\$ 1,290,969
Expenses:						
Direct Expo Center expenses	15,114	284,521	704,400	40%	64,617	1,053,243
General and administrative expenses	75,196	749,492	1,263,800	59%	98,779	909,914
Total direct Expo Center expenses	90,310	1,034,013	1,968,200	53%	163,396	1,963,157
Net loss from operations	(90,030)	(1,020,404)	(1,075,800)	95%	(136,785)	(672,188)
Net loss	\$ (90,030)	\$ (1,020,404)	\$ (1,075,800)	95%	\$ (136,785)	\$ (672,188)

Summarized financial information by department for the month ending March 31, 2021 and 2020:

<u>Expo Center Operations</u>	Month Ended 3/31/2021		Month Ended 3/31/2021	Month Ended 3/31/2021	
	Speedway	Facilities	Grand Arena	General and Admin.	Totals
Total revenues	\$ -	\$ -	\$ 280	\$ -	\$ 280
Expenses:					
Direct Expo Center expenses	1,085	9,146	4,883	-	15,114
General and administrative expenses	-	-	-	75,196	75,196
Total direct Expo Center expenses	1,085	9,146	4,883	75,196	90,310
Net (loss) income from operations	(1,085)	(9,146)	(4,603)	(75,196)	(90,030)
Net loss for the month ended	\$ (1,085)	\$ (9,146)	\$ (4,603)	\$ (75,196)	\$ (90,030)

<u>Expo Center Operations</u>	Month Ended 3/31/2020		Month Ended 3/31/2020	Month Ended 3/31/2020	
	Speedway	Facilities	Grand Arena	General and Admin.	Totals
Total revenues	\$ 150	\$ 22,530	\$ 3,931	\$ -	\$ 26,611
Expenses:					
Direct Expo Center expenses	4,432	34,864	25,321	-	64,617
General and administrative expenses	-	-	-	98,779	98,779
Total direct Expo Center expenses	4,432	34,864	25,321	98,779	163,396
Net (loss) income from operations	(4,282)	(12,334)	(21,390)	(98,779)	(136,785)
Net (loss) income for the month ended	\$ (4,282)	\$ (12,334)	\$ (21,390)	\$ (98,779)	\$ (136,785)



CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

EXECUTIVE SUMMARY  
FINANCIAL STATEMENTS  
MARCH 31, 2021

Summarized financial information by department for the year to date period ending March 31, 2021 and 2020:

	Year To Date	Year To Date	Year To Date	Year To Date	Year To Date
	3/31/2021	3/31/2021	3/31/2021	3/31/2021	3/31/2021
	Speedway	Facilities	Grand Arena	General and Admin.	Totals
<u>Expo Center Operations</u>					
Total revenues	\$ -	\$ 975	\$ 7,649	\$ 4,985	\$ 13,609
Expenses:					
Direct Expo Center expenses	76	153,966	130,479	-	284,521
General and administrative expenses	-	-	-	749,492	749,492
Total direct Expo Center expenses	76	153,966	130,479	749,492	1,034,013
Net (loss) income from operations	(76)	(152,991)	(122,830)	(744,507)	(1,020,404)
Net loss year to date	\$ (76)	\$ (152,991)	\$ (122,830)	\$ (744,507)	\$ (1,020,404)
	Year To Date	Year To Date	Year To Date	Year To Date	Year To Date
	3/31/2020	3/31/2020	3/31/2020	3/31/2020	3/31/2020
	Speedway	Facilities	Grand Arena	General and Admin.	Totals
<u>Expo Center Operations</u>					
Total revenues	\$ 120,127	\$ 459,031	\$ 711,027	\$ 784	\$ 1,290,969
Expenses:					
Direct Expo Center expenses	147,790	387,715	517,738	-	1,053,243
General and administrative expenses	-	-	-	909,914	909,914
Total direct Expo Center expenses	147,790	387,715	517,738	909,914	1,963,157
Net (loss) income from operations	(27,663)	71,316	193,289	(909,130)	(672,188)
Net (loss) income year to date	\$ (27,663)	\$ 71,316	\$ 193,289	\$ (909,130)	\$ (672,188)

**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 March 31, 2021 amounted to \$5,115,836. 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 March 31, 2021. It is the accounting policy of the CRIA to record annual depreciation expense subsequent to the completion of the June 30, 2021 annual audit.

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

EXECUTIVE SUMMARY  
 FINANCIAL STATEMENTS  
MARCH 31, 2021

**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 March 31, 2021, our financial statements reflect the following activity:

<u>Capital Projects Fund</u>	<u>Month Ended</u> <u>3/31/2021</u>	<u>Year To Date</u> <u>3/31/2021</u>	<u>Annual Budget</u> <u>2019-2020</u>	<u>% of Annual</u> <u>Budget</u>
Total revenues	\$ -	\$ 611	\$ 1,500	41%
Expenditures				
General and administrative expenses	85,113	766,571	1,156,600	66%
Total expenses	85,113	766,571	1,156,600	66%
Excess of expenditures over revenues	\$ (85,113)	\$ (765,960)	\$ (1,155,100)	66%

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

BALANCE SHEET  
AS OF MARCH 31, 2021

	<u>Capital Projects</u>	<u>Expo Center</u>
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ (51,833)	\$ 70,653
Investments	83,785	-
Accounts receivable, net	-	86
Prepaid insurance	-	11,926
Inventories	-	31,647
Deposits	-	3,000
Total current assets	<u>31,952</u>	<u>117,312</u>
CAPITAL ASSETS, net	<u>-</u>	<u>5,115,836</u>
Total assets	<u>\$ 31,952</u>	<u>\$ 5,233,148</u>
LIABILITIES AND FUND BALANCE		
CURRENT LIABILITIES:		
Accounts payable	\$ -	\$ 24,952
Advance rental payments	-	76,185
Security deposits	-	32,250
Total current liabilities	<u>-</u>	<u>133,387</u>
FUND BALANCE:		
Fund balance	31,952	5,099,761
Total liabilities and fund balance	<u>\$ 31,952</u>	<u>\$ 5,233,148</u>

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

STATEMENT OF OPERATIONS  
FOR THE MONTH AND YEAR TO DATE MARCH 31, 2021

	CAPITAL PROJECTS				EXPO CENTER			
	MONTH ENDED 3/31/2021	YEAR TO DATE 3/31/2021	2020-2021 ANNUAL BUDGET	% OF ANNUAL BUDGET	MONTH ENDED 3/31/2021	YEAR TO DATE 3/31/2021	2020-2021 ANNUAL BUDGET	% OF ANNUAL BUDGET
REVENUES:								
Expo center revenues	\$ -	\$ -	\$ -	0%	\$ 280	\$ 13,609	\$ 892,400	2%
Other revenues	-	611	1,500	41%	-	-	-	0%
Total revenues	<u>-</u>	<u>611</u>	<u>1,500</u>	41%	<u>280</u>	<u>13,609</u>	<u>892,400</u>	2%
EXPENDITURES:								
Operating expenses	-	-	-		15,114	284,521	704,400	40%
General and administrative expenses	85,113	766,571	1,156,600	66%	75,196	749,492	1,263,800	59%
Total expenses	<u>85,113</u>	<u>766,571</u>	<u>1,156,600</u>	66%	<u>90,310</u>	<u>1,034,013</u>	<u>1,968,200</u>	53%
EXCESS OF EXPENDITURES OVER REVENUES	(85,113)	(765,960)	(1,155,100)	66%	(90,030)	(1,020,404)	(1,075,800)	95%
OTHER FINANCING SOURCES, NET	<u>(76,011)</u>	<u>736,195</u>	<u>-</u>	0%	<u>251,011</u>	<u>858,011</u>	<u>-</u>	0%
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER EXPENDITURES/(EXCESS OF EXPENDITURES OVER REVENUE AND OTHER FINANCING SOURCES)	(161,124)	(29,765)	<u>\$(1,155,100)</u>		160,981	(162,393)	<u>\$(1,075,800)</u>	
Fund balance, beginning	<u>193,076</u>	<u>61,717</u>			<u>4,938,780</u>	<u>5,262,154</u>		
Fund balance, ending	<u>\$ 31,952</u>	<u>\$ 31,952</u>			<u>\$ 5,099,761</u>	<u>\$ 5,099,761</u>		

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

INDUSTRY HILLS EXPO CENTER  
 STATEMENT OF CASH FLOWS  
FOR THE NINE MONTHS ENDED MARCH 31, 2021

	<u>AMOUNT</u>
CASH FLOWS FROM OPERATING ACTIVITIES	
Net loss before transfers and other credits	\$ (1,020,404)
Adjustments to reconcile net loss to net cash used in operating activities:	
Change in operating assets and liabilities:	
Accounts receivable, net	6,335
Due from other funds	222,000
Prepaid insurance	(3,232)
Inventories	6,769
Accounts payable	(1,205)
Advance rental payments	(20,839)
Security deposits	(11,450)
Net cash used in operating activities	<u>(822,026)</u>
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES	
Other financing sources	<u>858,011</u>
NET CHANGE IN CASH	35,985
Cash at June 30, 2020	34,668
Cash at March 31, 2021	<u>\$ 70,653</u>

**INDUSTRY HILLS EXPO CENTER  
SCHEDULE OF REVENUES AND EXPENSES  
FOR THE MONTH AND YEAR TO DATE MARCH 31, 2021 AND 2020**

<u>Expo Center Operations</u>	<u>MONTH ENDED</u> <u>3/31/2021</u>	<u>YEAR TO DATE</u> <u>3/31/2021</u>	<u>ANNUAL</u> <u>BUDGET</u> <u>2020-2021</u>	<u>% OF</u> <u>ANNUAL</u> <u>BUDGET</u>	<u>MONTH ENDED</u> <u>03/31/2020</u>	<u>YEAR TO DATE</u> <u>03/31/2020</u>
<b>Revenues</b>						
Facilities rentals	\$ -	\$ 975	\$ 118,000	1%	\$ 8,620	\$ 200,373
Facilities rentals - bar sales	-	-	107,800	0%	10,974	199,987
Facilities - security	-	-	24,400	0%	1,905	38,260
Facilities - food	-	-	5,700	0%	181	5,536
Facilities - insurance	-	-	-	0%	500	10,300
Facilities - other	-	-	-	0%	350	4,575
Grand Arena - special events rentals	-	-	79,000	0%	3,600	119,463
Grand Arena - outdoor arena rentals	-	-	3,800	0%	-	3,500
Grand Arena - show barn stall rentals	280	6,370	21,000	30%	160	22,534
Grand Arena - shaving sales	-	393	5,200	8%	-	6,639
Grand Arena - security	-	-	44,800	0%	-	82,111
Grand Arena - trailer parking	-	-	7,200	0%	130	9,970
Grand Arena - bar sales	-	886	134,200	1%	-	277,485
Grand Arena - food	-	-	51,600	0%	-	43,401
Grand Arena - feed sales	-	-	100	0%	-	55
Grand Arena - parking	-	-	65,100	0%	-	92,593
Grand Arena - other	-	-	33,500	0%	41	53,276
Speedway - Merchandise	-	-	7,500	0%	-	5,054
Speedway - Bar	-	-	33,700	0%	-	26,340
Speedway - Prize Money	-	-	30,200	0%	150	16,395
Speedway - General Admission	-	-	51,400	0%	-	37,620
Speedway - Concessions	-	-	28,400	0%	-	23,426
Speedway - Parking	-	-	12,900	0%	-	9,625
Speedway - Other	-	-	25,100	0%	-	1,667
G&A- Other	-	4,985	1,800	277%	-	784
<b>Total revenues</b>	<u>280</u>	<u>13,609</u>	<u>892,400</u>	<u>2%</u>	<u>26,611</u>	<u>1,290,969</u>
<b>Expo expenses</b>						
Cost of sales	70	7,365	78,200	9%	2,748	139,518
Bar supplies	-	-	200	0%	-	4,952
Promotional banquet	-	-	3,400	0%	(40)	2,088
Feed	-	-	100	0%	-	140.00
Contract labor/wages	12,365	246,884	259,000	95%	37,866	533,970
Furniture/fixtures & equipment	-	-	13,600	0%	-	5,626
Facilities - insurance	-	400	800	50%	600	9,800
Miscellaneous	-	-	2,500	0%	148	3,259
Promotional	-	-	10,500	0%	178	6,269
Property maintenance	-	1,866	36,400	5%	7,016	28,534
Repairs and maintenance	-	-	1,100	0%	-	5,064
Sales tax	-	1	-	0%	-	(64)
Security - Grand Arena	-	-	40,100	0%	5,075	62,635
Security - Facilities	-	-	26,800	0%	2,553	47,991
Security - Speedway	-	-	13,000	0%	-	11,190
Shavings	-	(88)	2,400	-4%	-	6,266
Supplies	1,594	21,676	34,900	62%	4,015	45,961
Equipment rental	-	1,337	11,700	11%	-	1,752
Special event concessions	-	-	23,300	0%	-	15,844
Bad debt	-	5,004	8,400	60%	750	11,250
Speedway- Concessions	-	-	12,700	0%	-	9,336
Speedway- Merchandise	-	-	5,100	0%	-	-
Speedway- Insurance	1,085	76	9,500	1%	1,009	10,415
Speedway - Prize money	-	-	45,300	0%	-	30,706
Speedway- Outside services/contract labor	-	-	65,400	0%	2,699	60,741
<b>Total Expo expenses</b>	<u>15,114</u>	<u>284,521</u>	<u>704,400</u>	<u>40%</u>	<u>64,617</u>	<u>1,053,243</u>
<b>Operating income before direct G &amp; A and CRIA indirect expenses</b>	<u>(14,834)</u>	<u>(270,912)</u>	<u>188,000</u>	<u>-144%</u>	<u>(38,006)</u>	<u>237,726</u>

**INDUSTRY HILLS EXPO CENTER  
SCHEDULE OF REVENUES AND EXPENSES  
FOR THE MONTH AND YEAR TO DATE MARCH 31, 2021 AND 2020**

<u>Expo Center Operations</u>	<u>MONTH ENDED 3/31/2021</u>	<u>YEAR TO DATE 3/31/2021</u>	<u>ANNUAL BUDGET 2020-2021</u>	<u>% OF ANNUAL BUDGET</u>	<u>MONTH ENDED 03/31/2020</u>	<u>YEAR TO DATE 03/31/2020</u>
Direct general and administrative expenses						
Travel and meetings	-	-	1,500	0%	-	1,634
Dues, subscriptions, books, etc.	988	11,869	12,800	93%	2,580	10,592
Equipment rental/lease	793	10,580	5,000	212%	709	9,290
Employee training	-	-	800	0%	-	747
Furniture/fixtures & equipment	-	146	1,000	15%	-	1,252
Advertising/printing	-	-	100	0%	2,378	2,423
Telephone	1,610	12,175	17,500	70%	1,076	11,787
Postage	32	76	6,500	1%	-	4,164
Miscellaneous	359	5,242	26,000	20%	1,761	15,439
Professional services	18,219	155,011	322,500	48%	20,517	207,346
Repairs and equipment	-	583	3,100	19%	2,055	2,776
Vehicle expenses	-	7,256	68,800	11%	2,567	54,617
Insurance and bonds	-	8,694	11,700	74%	1,087	9,150
Supplies	1,595	19,702	52,500	38%	3,498	37,807
Contract labor/administrative wages	24,729	290,185	428,400	68%	34,822	324,022
Property maintenance	17,112	149,497	135,400	110%	16,027	98,119
Utilities	9,759	78,476	170,200	46%	9,702	118,749
Total direct general and administrative expenses	<u>75,196</u>	<u>749,492</u>	<u>1,263,800</u>	59%	<u>98,779</u>	<u>909,914</u>
 EXCESS OF EXPENDITURES OVER REVENUES	 <u>\$ (90,030)</u>	 <u>\$ (1,020,404)</u>	 <u>\$ (1,075,800)</u>	95%	 <u>\$ (136,785)</u>	 <u>\$ (672,188)</u>

CAPITAL PROJECTS FUND  
SCHEDULE OF REVENUES AND EXPENDITURES  
FOR THE MONTH AND YEAR TO DATE MARCH 31, 2021

REVENUES:	MONTH ENDED 3/31/2021	YEAR TO DATE 3/31/2021	ANNUAL BUDGET 2020-2021	% OF ANNUAL BUDGET
Other revenues	\$ -	\$ 611	\$ 1,500	41%
GENERAL AND ADMINISTRATIVE EXPENSES:				
Salaries - board	-	22,688	38,000	60%
Medicare/disability	-	329	600	55%
PARS - ARS	-	851	1,400	61%
Legal	-	-	10,000	0%
Professional services	8,910	84,881	165,200	51%
Accounting	-	526	1,000	53%
Vehicle expenses	132	2,102	2,800	75%
General engineering	3,567	36,450	51,400	71%
Printing/photography	-	43	-	0%
Security	36,154	332,867	439,100	76%
Property maintenance	33,837	274,180	368,800	74%
Insurance and bonds	-	-	26,000	0%
Office expenses	-	-	500	0%
Utilities	2,513	11,654	51,800	22%
Total general and administrative expenses	<u>85,113</u>	<u>766,571</u>	<u>1,156,600</u>	66%
EXCESS OF EXPENDITURES OVER REVENUES	\$ <u>(85,113)</u>	\$ <u>(765,960)</u>	\$ <u>(1,155,100)</u>	66%



*CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY*

ITEM NO.6.3



# 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, Senior Project Manager, CNC Engineering

**DATE:** June 9, 2021

**SUBJECT:** Consideration of a Professional Services Agreement with Veneklasen Associates, Inc. for the design of the audio-visual system, the information technology system, and the security systems for the Expo Center A/V Upgrades to the Grand Arena project, in an amount not to exceed \$85,596.00 through December 31, 2022 (MP 01-34 #33)

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### **Background:**

The audio-visual system, information technology system, and security system within the Grand Arena needs a thorough professional evaluation and associated recommended upgrades. The existing systems are an array of patched together components from years of limited/make-shift repairs. Environmental impacts to electronic components have degraded much of the equipment's functionality. Evaluation and removal of abandoned equipment and securing new equipment within a dust-controlled space will further prolong the life capabilities of any new equipment. Expanding capabilities to share live Grand Arena events at other buildings within the Expo Center will further promote marketability and capabilities of the Grand Arena.

### **Discussion:**

Veneklasen Associates, Inc. ("VA") is one of the world's oldest audio-visual and information technology systems design consulting firms. With existing experience as a consultant on other Expo Center projects (Avalon Remodeling and the New Banquet Building), VA is able to provide design and capability continuity between those other projects and the Grand Arena. Staff recommends approving the Agreement with VA in an amount not to exceed \$85,596.00 for the audio-visual system, information technology system, and security system design services for the Expo Center A/V Upgrades to the Grand Arena project.

**Fiscal Impact:**

The fiscal impact is \$85,596.00. In the Fiscal Year 2020-2021 Capital Improvement Project budget, \$100,000.00 is approved for this work (Account No. 120-713-5130) (MP 01-34 #33). No appropriations are required.

**Recommendation:**

Staff recommends that the Board approve the Professional Services Agreement with Veneklasen Associates, Inc.

**Exhibit:**

- A. Professional Services Agreement with Veneklasen Associates, Inc. dated June 9, 2021

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TH/JN/TD:jf

**EXHIBIT A**

Professional Services Agreement with Veneklasen Associates, Inc. dated June 9, 2021

[Attached]

## CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

### PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of June 9, 2021 (“Effective Date”), between the Civic-Recreational-Industrial Authority (“CRIA”), a public body, and Veneklasen Associates, Inc., a California corporation (“Consultant”). CRIA and Consultant are hereinafter collectively referred to as the “Parties”.

#### RECITALS

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

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

#### 1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2022, unless sooner terminated pursuant to the provisions of this Agreement.

#### 2. SERVICES

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

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

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

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

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

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

### **3. MANAGEMENT**

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

### **4. PAYMENT**

(a) CRIA agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Eighty Five Thousand Five Hundred Ninety Six Dollars (\$85,596.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

(c) Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If CRIA disputes any of

Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

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

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

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

## **6. OWNERSHIP OF DOCUMENTS**

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

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

## 7. INDEMNIFICATION

### (a) Indemnity for professional liability

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

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

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

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

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

## 8. INSURANCE

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



## **9. INDEPENDENT CONSULTANT**

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

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

(c) 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 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 indemnity provisions set forth in this Section 9(c) shall survive the termination of this Agreement, and are in addition to any other rights or remedies CRIA may have under the law.

## **10. LEGAL RESPONSIBILITIES**

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

## **11. UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of CRIA in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of CRIA has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as

a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling CRIA to any and all remedies at law or in equity.

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

No member, officer, or employee of CRIA, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

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

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

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

**14. NOTICES**

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

To CRIA: Civic-Recreational-Industrial Authority  
15625 E. Stafford, Suite 100  
City of Industry, CA 91744  
Attention: Troy Helling, Executive Director

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

To Consultant: Veneklasen Associates, Inc.  
1711 Sixteenth Street  
Santa Monica, CA 90404  
Attention: Jack Shimizu, Associate Principal

## **15. ASSIGNMENT**

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

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

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

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

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

## **17. ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement,

are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

**18. SEVERABILITY**

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

**19. COUNTERPARTS**

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

**20. CAPTIONS**

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

**21. WAIVER**

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

**22. REMEDIES**

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

**23. AUTHORITY TO EXECUTE THIS AGREEMENT**

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

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

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

**“CONSULTANT”**  
**Veneklasen Associates, Inc.**

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

By: \_\_\_\_\_  
Anika Atwal, Principal

**Attest:**

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

**Approved as to form:**

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

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

## EXHIBIT A

### SCOPE OF SERVICES

Consultant shall provide the following services for information technology, security systems, and audio-visual systems for the Expo Center Audio-Visual Upgrades to the Grand Arena project:

#### **A.1: INFORMATION TECHNOLOGY (“IT”) SYSTEMS DESIGN**

The project will provide for TELECOM and Wi-Fi infrastructure services consulting at the EXPO Grand Arena consisting of Grand Arena, Barns, Shavings Office, Cafés, common areas and Parking area. IT Infrastructure design shall be in compliance with current Building Industry Consulting Service International, Incorporated. (BICSI) and American National Standards Institute (ANSI) / Telecommunications Industry Association (TIA) standards, as well as the design standards presented by IT user groups, and best practices. During the programming and schematic phase, the requirements of the IT system will be defined and documented by Consultant and approved by CRIA staff, prior to proceeding with preparation of design development drawings for the following areas:

Intermediate Distribution Frame (IDF) / IT Equipment Room

Rack, cabinet, equipment enclosures

Grounding and bonding system

Cable support and pathways

Broadband / Internet Protocol Television (IPTV) distribution

Utilities demarcation point

Fiber optic backbone distribution Copper backbone distribution

802.11 based Wi-Fi Services distribution uninterruptible power supply ( UPS) Power Systems

Cafés

Copper voice and data outlets Include Cabling Support Broadband / IPTV distribution

Include Cabling Specifications into IT Drawings

802.11 based Wi-Fi Services distribution Harsh environment / moisture proof outlets

Shavings Office

Copper voice and data outlets Include Cabling Support Broadband / IPTV distribution

Include Cabling Specifications into IT Drawings

802.11 based Wi-Fi Services distribution Harsh environment / moisture proof outlets

Admin / Building Management System

Copper voice and data outlets Include Cabling Support Broadband / IPTV distribution

Include Cabling Specifications into IT Drawings

802.11 based Wi-Fi Services distribution Harsh environment / moisture proof outlets Riser / Distribution Closets

Rack, Cabinet, Equipment enclosures Grounding and Bonding system Cable support and pathways

Fiber Optic backbone distribution Copper backbone distribution Horizontal voice / data distribution

802.11 based Wi-Fi Services distribution Broadband / IPTV distribution

UPS Power Systems

East / West Barns

Copper voice and data outlets Include Cabling Support Broadband / IPTV distribution

Include Cabling Specifications into IT Drawings

802.11 based Wi-Fi Services distribution Harsh environment / moisture proof outlets

Arena Parking Lot

Copper voice and data outlets Include Cabling Support Broadband / IPTV distribution

Include Cabling Specifications into IT Drawings

802.11 based Wi-Fi Services distribution Harsh environment / moisture proof outlets

Main Arena

Copper voice and data outlets Include Cabling Support Broadband / IPTV distribution

Include Cabling Specifications into IT Drawings

802.11 based Wi-Fi Services distribution Harsh environment / moisture proof outlets

## **I. DESIGN PHASE**

### **A. Programming**

1. Meet with the CRIA Staff to discuss the objectives for the voice, data, and broadband systems. Discuss alternative approaches. Discuss the alternatives of installed equipment vs. making provisions for future equipment in the infrastructure. Discuss budget issues in general.

2. Develop a programming document for review and approval that includes the following information:

- a. Summarize information determined from meeting in a programming report.
- b. Description of major systems and functions.

- c. Space requirements for control rooms, storage, etc.
- 3. Meet and coordinate with CRIA and CRIA's IT consultant on future campus wide IT project
- B. Schematic Design
  - 1. Based upon the approved program develop the design to the following level:
    - a. Establish space requirements for control rooms and equipment storage, and equipment.
    - b. Establish requirements for special electrical power, grounds, etc.
    - c. Provide outline specifications for the systems.
    - d. Respond to comments associated with the programming report.
- C. Design development
  - 1. Prepare drawings to be upgraded in terms of detail to become the final contract documents. These drawings will include:
    - a. Equipment and distribution room layout
    - b. Equipment racks and cabinets location plan.
    - c. Voice and data outlet locations.
    - d. Wireless access point general locations.
    - e. Grounding and bonding details.
    - f. Pathway and conduit recommendations
  - 2. Specify outlet requirements for harsh environments.
  - 3. Provide riser sleeve quantity and general location.
  - 4. Provide structural load information of cable support systems.
  - 5. In areas being refurbished, perform a site survey to determine usability of existing infrastructure, and develop systems to tie the existing structured cabling plant to new locations.
- D. Construction Documents
  - 1. Finalize contract drawings including the following:
    - a. Symbols, general notes.
    - b. Rack elevations.
    - c. Functional diagrams.
    - d. Cable and fiber optic specifications.



- e. Locations for voice / data network system components.
- f. Wireless access point detailed locations and mounting methods
- 2. Complete Information Technology systems specifications including voice, data, and broadband specifications and other specification sections, as required.

E. Meetings

- 1. Attend four meetings as necessary during the design process and two site inspections during construction. Unlimited virtual meetings will be honored.

F. Document Submittal and Coordination

Submit IT system documents and specifications a maximum of three times during the design process. Consultant will submit 50 percent, 90 percent, and 100 percent construction documents packages. Drawings will be submitted in AutoCAD drawing format; specifications will be submitted in Microsoft Word format. CRIA shall pay for all printing costs.

## **II. BIDDING AND CONSTRUCTION CONTRACT AWARD**

A. Design, engineering and technical production tasks

- 1. Respond to questions as directed by CRIA provided by the bidders in regard to IT drawings and specifications.
- 2. Prepare addenda as necessary for clarification.
- 3. Review IT bids for completeness and accuracy. Advise CRIA on the acceptability of the bidder's proposals.
- 4. Incorporate addenda into plans and specifications and issue conformed set documents for construction as appropriate.
- 5. Provide a list of recommended IT Systems contractors to CRIA upon request.

## **III. CONSTRUCTION ADMINISTRATION**

- A. Review IT System shop drawings and submittals. Consultant requires that the contractor provide one submission of the entire IT system. Partial submittals are not acceptable and will be communicated to CRIA staff.
- B. Review and respond to contractor and vendor RFI's.
- C. Review and approve IT systems operation and maintenance manuals.
- D. Oversee systems test and prepare punch list with CRIA staff.
- E. Provide observation visits to the project site as necessary.
- F. Prepare observation reports and punch list, as required.
- G. Unlimited virtual meeting will be honored.

#### **IV. ASSUMPTIONS AND ADDITIONAL SERVICES**

A. Exclusions include the following:

1. Structural, Electrical, and Mechanical Engineering and Design.
2. Plan Check Submittal and Approval Process.
3. Voice and Data Computer hardware and software not directly related to the passive IT system.
4. Fire Alarm Systems. (Local Area Network (LAN) connections included in fee)
5. DAS (Distributed Antenna Systems) ERRC (Emergency Responder Radio Coverage)
6. Building Automation Systems Design (BAS) / Building Management System (BMS) (Local Area Network (LAN) connections included in fee)
7. Participation in value engineering or peer review sessions and responding to value engineering review comments - other than as may be indicated above.
8. Value engineering or redesign after completion of contract documents.
9. Attendance at hearings, planning commission meetings, etc.
10. Preparation of construction documents for alternates.
11. Split project or construction documents into separate bid packages.
12. Converting drawings (hardcopy, PDF, TIF, etc.) to DWG format
13. Record Drawings.
14. Consideration of any space or feature not listed above in Scope of Work.

B. Clarifications

1. Distributed Antenna Systems (DAS) for cellular phones will be coordinated with local carriers and their design teams.
2. Emergency First Responders radio repeater system will be coordinated with local contractors used by existing local agencies

#### **A.2: SECURITY SYSTEM DESIGN**

Security systems will include the following anticipated elements and systems.

1. Video surveillance system
  - a. Video surveillance camera
  - b. Client monitoring stations
  - c. Video management system software and server

- d. Network video recorder and archiver
- e. Power over ethernet (PoE) network switch
- f. Patch panel
- g. Power supply and Uninterrupted Power Supply (UPS)
- h. All associated wires and cable
- 2. Intrusion detection system
  - a. Intrusion alarm panel and expansion modules
  - b. Motion detection
  - c. Glass break
  - d. Duress alarm
  - e. Horn/strobe
  - f. Power supply and battery back-up
  - g. All associated wires and cables
- 3. Equipment rack for all rack mounted equipment and devices
- 4. Pathways and cable infrastructure for security systems.

#### Areas of Work

##### Point of Sale (POS) & ATM locations

- Video Surveillance System
- Intrusion Detection System
- Audio Video Intercommunication System
- Equipment rack pathways and cable infrastructure for security systems.

#### I. DESIGN PHASE

##### A. Programming

1. Meet with CRIA staff to discuss their objectives and goals for security systems and operations.
  - a. Discuss alternative approaches.
  - b. Discuss the immediately installed equipment and provisions for future equipment based on the needs of the project.
  - c. Discuss primary security systems approaches; such as analog vs digital, IP based, stand-alone vs shared network configuration, etc.

- d. Discuss security systems' budget.
  - e. Discuss special security requirements and protection of IT server rooms, offices, etc.
  - f. Discuss security communications signals on the IT network and co-location of security and IT equipment.
  - g. Review owner provided security system criteria and requirements.
2. Develop a programming document for CRIA review and approval that includes the following information:
- a. Summarize information determined from meeting in a programming report.
  - b. Description of major systems and functions.
  - c. Alternatives.
  - d. Space requirements for equipment and control rooms, storage, etc.
- B. Schematic design
1. Based upon the approved program, develop the design to the following level:
- a. Establish compatibility requirements for existing equipment required to integrate with new Security System.
  - b. Establish provisions for future equipment / expansion requirements.
  - c. Provide schematic level documents as necessary to determine major systems elements and components.
  - d. Establish space requirements related to security functions.
  - e. Prepare basis-of-design narrative.
  - f. Revise narrative as appropriate after owner and project team reviews.
- C. Design development
1. Upon approval of the basis of design narrative:
- a. Layout field located devices.
  - b. Prepare accompanying devices schedules.
  - c. Prepare the general security systems specifications.
2. Finalize required system interconnectivity and integration design.
3. Coordinate with owner in regard to field located security equipment aesthetics.
4. Develop block diagram to depict major systems elements.
5. Prepare control and equipment room layouts.

6. Prepare general electronics security systems specifications section.
- D. Construction Documents
  1. Finalize contract drawings including the following:
    - a. Symbols, general notes.
    - b. Rack elevations.
    - c. Functional diagrams.
    - d. Wire specifications.
    - e. Locations for security system components.
    - f. Sections and elevations
    - g. Details, as needed.
  2. Finalize control and equipment room layouts.
  3. Prepare systems details drawings.
  4. Complete security systems performance specifications including system programming specifications and other specification sections, as required.
- E. Meetings
  1. Attend four meetings as necessary during the design process and two site inspections during construction. Unlimited virtual meetings will be honored.
- F. Document Submittal and Coordination
  1. Coordinate with the other consultants as required.
  2. Support preparation of systems cost estimates (by others).
  3. Submit security system documents and specifications a maximum of three times during the design process. Consultant will submit 50 percent, 90 percent, and 100 percent Construction Documents packages.
  4. Drawings will be submitted in AutoCAD drawing format.
  5. Specifications will be submitted in Microsoft Word format.
- II. BIDDING AND CONSTRUCTION CONTRACT AWARD**
- A. Design, Engineering and Technical Production Tasks
  1. Provide response to CRIA to questions provided by the bidders in regard to security drawings and specifications.
  2. Prepare addenda as needed by CRIA for clarification.

3. Review security bids for completeness and accuracy. Advise CRIA staff on the acceptability of the bidder's proposals.
4. Incorporate addenda into plans and specifications and issue conformed set documents for construction as appropriate.
5. Upon request by CRIA, provide a list of approved security systems contractors.

### **III. CONSTRUCTION ADMINISTRATION**

- A. Review security system shop drawings and submittals from the awarded contractor. Consultant requires that the security contractor provide only one submittal of the entire security system. Partial submittals are not acceptable.
- B. Review and respond to CRIA regarding contractor and vendor requests for information.
- C. Review and recommend approval to CRIA the security systems operation and maintenance manuals.
- D. Oversee systems test and prepare punch list for CRIA staff.
- E. Provide final systems punch list checkout.
- F. Provide one observation visit to the project site.
- G. Prepare observation reports and punch list, as required.

### **IV. PRINCIPAL ASSUMPTIONS AND ADDITIONAL SERVICES**

- A. Assumptions
  1. Plotting and printing of drawings and specifications for distribution to CRIA and CRIA's consultants will be billed as a reimbursable expense
  3. A full security systems design is included. However, it is assumed that point-to-point wiring diagrams, final systems configurations, conduit sizing and routing, shop drawings, as-built drawings, etc., will be provided by the security systems contractor.
- B. Exclusions include the following:
  1. Structural, electrical, and mechanical engineering and design.
  2. Plan check submittal and approval process.
  3. Preparation of security risk or vulnerability assessments.
  4. Physical security design (bollards, barriers, ballistic rated glass and panels, etc.)
  5. Meetings or site visits beyond the numbers indicated above.
  6. Attendance at hearings, planning commission meetings, etc.
  7. Preparation of opinions of probable construction cost (cost estimates).

8. Participation in value engineering or peer review sessions and responding to value engineering review comments - other than as may be indicated above.
9. Redesign of systems after design phase documents have been approved.
10. Revisions to previously performed work caused by changes to the original approved design criteria.
11. Preparation of construction documents for alternates.
12. Services and expenses necessary to oversee correction of contractor-caused defects, omissions, delays or damage to the project.
13. Split project or construction documents into separate bid packages.
14. The preparation of record drawings. The specifications will call for the systems integrator / installer to provide as-built drawings, shop drawings, wiring diagrams, etc., for the project.
15. Consideration of any space or feature not listed above in "Scope of Services"

### **A.3 – AUDIO-VISUAL SYSTEM DESIGN**

AV systems will include the following anticipated elements and systems.

<b>Broadcast systems and infrastructure</b>	<b>Public address system</b>
Broadcast Production Switcher	Digital Mixer
Effects Generator	Wired and Wireless Microphones
Character Generator	Source equipment
Production Cameras	Loudspeaker & Power Supplies
Video Servers	Enhancement Loudspeakers
Video Disk Recorder	Power Amplifiers
Ingest Station	Controller
Audio Mixer	Preset recall Capable
Graphics Generator	Distributed 70 Volt Loudspeaker System
Program/Preview Monitors	Multi Zoned Amplification
Broadcast Connectivity/Infrastructure	Cabling Telephone Interface
Mobile TV Truck Panel	Cross Connect Infrastructure
Broadcast Uplink Infrastructure	Assistive Listening System
Cross Connect Infrastructure	

<b>Streaming Broadcast System – Grand Arena, Cafes, Barns</b>	<b>InterComm – Grand Arena, Barns, Cafes, Shavings Office</b>
Video Monitors (typical of 30)	Multi-building Communications
Streaming Server	
Streaming Encoders	

## Existing Infrastructure Investigation

### Acoustical Model of Grand Arena

#### I. DESIGN PHASE

##### A. Programming

1. Meet with CRIA staff to discuss the objectives for the audio-visual systems. Discuss alternative approaches. Discuss the alternatives of installed equipment vs. making provisions for future equipment in the infrastructure. Discuss budget issues in general.
2. Develop a programming document for review and approval that includes the following information:
  - a. Summarize information determined from meeting.
  - b. Description of major systems and functions.
  - c. Alternatives.
  - d. Space requirements for control rooms, storage, etc.
  - e. Preliminary system budgets.
3. Perform onsite investigation of existing infrastructure:
  - a. Document and summarize information.

##### B. Schematic Phase

Based upon the approved program develop the design to the following level:

1. Establish space requirements for control rooms and equipment storage, and equipment.



2. Establish requirements for special electrical power, grounds, etc.
  3. Provide outline specifications for the systems.
  4. Provide an engineer's opinion of probable cost for the installed systems.
  5. Respond to comments associated with the programming report.
  6. Provide equipment layout plan.
- C. Design Development Phase
1. Prepare drawings that will be upgraded in terms of detail to become the final contract documents. These drawings will include:
    - a. Loudspeaker locations and types.
    - b. Equipment location plan.
    - c. Sound system receptacle (microphone, auxiliary inputs, etc.) locations.
    - d. Control and equipment room layouts.
    - e. Video screen size and locations.
    - f. Preliminary details.
  2. Provide heat load data and equipment power requirements.
  3. Provide special attachment requirements.
  4. Provide structural load information.
- D. Contract Documents
1. Finalize contract drawings including the following:
    - a. Symbols, general notes.
    - b. Rack elevations.
    - c. Functional diagrams.
    - d. Wire specifications.
    - e. Final locations for audio-visual system components.
    - f. Speaker hanging and aiming details, as needed.
    - g. Facility panel details.
  2. Complete audio-visual performance specifications including system programming specifications and other specification sections, as required.
  3. Prepare final system cost estimates.
- E. Meetings

1. Attend four meetings as necessary during the design process and two site inspections during construction. Unlimited virtual meetings will be honored.

F. Document Submittal and Coordination

1. Coordinate with other consultants as required.

2. Submit audio-visual system documents and specifications a maximum of three times during the design process. VA anticipates submitting 50%, 90%, and 100% Construction Documents packages.

3. Drawings will be submitted in AutoCAD. If Revit or BIM documentation is required, this will be performed as an additional service.

4. Specifications will be submitted in Microsoft Word format.

**II. BIDDING & CONSTRUCTION CONTRACT AWARD**

A. Respond to CRIA with answers to questions provided by the bidders to the audio-visual drawings and specifications.

B. Review the audio-visual systems bids. Advise CRIA on the acceptability of the bidder's proposals. Consultant will review qualified bids for the project once. CRIA will provide one package including all Contractor bids.

**III. CONSTRUCTION ADMINISTRATION**

A. Review audio-visual shop drawings and submittals. Consultant will limit the review of any single item to one time, maximum. Consultant requires that the Contractor provide one submission of the entire system. Partial submittals are not acceptable.

B. Review and respond to CRIA for contractor and vendor RFI's.

C. Review and respond to CRIA for audio-visual systems operation and maintenance manuals.

D. Provide two observation visits to the project site.

E. Prepare observation reports and punch list, as required.

**IV. PRINCIPAL ASSUMPTIONS AND EXCLUSIONS**

A. Assumptions

1. Plotting and printing of drawings and specifications for distribution to CRIA and will be billed as a reimbursable expense.

B. Exclusions

1. Structural, electrical, and mechanical engineering and design.

2. Plan check submittal and approval process.

3. Consideration of any space or feature not listed above in "Scope of Services"
4. Computer hardware and software not directly related to the audio-visual system.
5. Close Circuit Television (CCTV), Master Antenna Television (MATV), voice and data telecommunications
6. Participation in value engineering or peer review sessions and responding to value engineering review comments - other than as may be indicated above.
7. Value engineering or redesign after completion of contract documents.
8. Attendance at hearings, planning commission meetings, etc.
9. Revisions to previously performed work caused by changes to the original design criteria.
10. Preparation of construction documents for alternates.
11. Split project or construction documents into separate bid packages.
12. Converting drawings (hardcopy, PDF, TIF, etc.) to DWG format
13. Record Drawings.

EXHIBIT B  
RATE SCHEDULE

<b>Classification</b>	<b>Rate</b>
Associate Principal	\$210/HR
Senior Associate	\$190/HR
Associate IV	\$160/HR
Associate V	\$140/HR
Associate VI	\$120/HR
Black & White Plotting	\$0.15/SF
Color Plotting	\$2.25/SF
Scanning	\$2.25/SF

## EXHIBIT C

### INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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