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# Civic-Recreational-Industrial Authority



Regular Meeting Agenda  
December 8, 2021

9:00 a.m.

Chairman Eric Benavidez  
Vice Chairman Ronald Whittimore  
Board Member Sean Lee  
Board Member Bob Lindsey

Location: City Council Chamber, 15651 Mayor Dave Way  
City of Industry, California

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**Addressing the Authority:**

**NOTICE OF TELEPHONIC MEETING:**

- **Pursuant to AB 361 (Government Code Section 54953(e), this meeting will be held in person and telephonically. Members of the public can attend the hybrid meeting and offer public comments either in person or telephonically, by calling the following conference call number: 657-204-3264, then entering the following Conference ID: 144 196 075#. In accordance with Section 4 of the County of Los Angeles Department of Public Health, Order of the Health Officer, dated July 30, 2021, all individuals who attend the meeting in person must wear a mask. Pursuant to the Governor's Executive Order, and in compliance with the Americans with Disabilities Act, if you need special assistance to participate in the Civic-Recreational-Industrial Authority meeting (including assisted listening devices), please contact the City Clerk's Office at (626) 333-2211 by 5:00 p.m. on Monday, December 6, 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 Mayor Dave Way, City of Industry, California, at the office of the City Clerk during regular business hours, Monday through Thursday, 8:00 a.m. to 5:00 p.m., Fridays 8:00 a.m. to 4:00 pm. City Hall doors are closed between 12:00 p.m. to 1:00 p.m. each day. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.

1. Call to Order
2. Flag Salute
3. Roll Call
4. Public Comments

5. **CONSENT CALENDAR**

All matters listed under the Consent Calendar are considered to be routine and will be enacted by one vote. There will be no separate discussion of these items unless members of the Civic-Recreational-Industrial Authority (CRIA) Board 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 December 8, 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 October 2021

*RECOMMENDED ACTION: Receive and file.*

- 5.3 Consideration of the minutes of the November 10, 2021 regular meeting

*RECOMMENDED ACTION: Approve as submitted.*

6. **BOARD MATTERS**

- 6.1 Presentation and discussion regarding the Civic-Recreational-Industrial Authority's Financial Report for September 30, 2021

*RECOMMENDED ACTION: Receive and file the report.*

- 6.2 Update on the Expo Center

*RECOMMENDED ACTION: Receive and file.*

- 6.3 Consideration of Amendment No. 2 to the Maintenance Services Agreement with Pacific Utility Installation, Inc., for the operation and maintenance of the electrical distribution and streetlight system at the Expo Center, extending the term through June 30, 2024, increasing compensation by \$225,000.00, revising the indemnity provisions specific to independent contractors, and updating the address for CRIA

*RECOMMENDED ACTION: Approve the Amendment.*

- 6.4 Consideration of Resolution No. CRIA 2021-07 – A RESOLUTION OF THE CIVIC-RECREATION-INDUSTRIAL AUTHORITY (“CRIA”) CONTINUING THE AUTHORIZATION OF REMOTE TELECONFERENCE MEETINGS PURSUANT TO AB 361

*RECOMMENDED ACTION: Adopt Resolution No. CC 2021-07, continuing the authorization of remote teleconference meetings pursuant to AB 361.*

7. **EXECUTIVE DIRECTOR COMMUNICATIONS**

8. **AB 1234 REPORTS**

9. **BOARD MEMBER COMMUNICATIONS**

10. Adjournment. Next regular meeting: Wednesday, January 12, 2022 at 9:00 a.m.

*CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY*

ITEM NO. 5.1

**CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY**  
**AUTHORIZATION FOR PAYMENT OF BILLS**  
Board Meeting December 8, 2021

<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
121	CRIA - CAPITAL IMPROVEMENT	124,161.55
360	INDUSTRY HILLS EXPO OPERATING ACCOUNT	310,646.74
TOTAL ALL FUNDS		434,808.29

<u>BANK</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
WFCK	WELLS FARGO CHECKING	434,808.29

**APPROVED PER CITY MANAGER**

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**Civic-Recreational-Industrial Authority**  
**Board Meeting**  
**December, 8 2021**

Check	Date	Payee Name		Check Amount
<b>CRIA.WF.CHK - CRIA Wells Fargo Checking</b>				
11311	11/10/2021	<b>INDUSTRY PUBLIC UTILITIES</b>		<b>\$2,958.93</b>
	Invoice	Date	Description	Amount
	2022-00000738	11/01/2021	08/18-10/18/21 SVC - MAIN GUARD SHACK	\$90.81
	2022-00000739	11/01/2021	08/18-10/18/21 SVC - GRAND ARENA - E SIDE OF PARKI	\$117.91
	2022-00000740	11/01/2021	08/18-10/18/21 SVC - GRAND ARENA - S SIDE OF PARKI	\$64.82
	2022-00000741	11/01/2021	08/18-10/18/21 SVC - NEAR CAFE @ GRAND EXPO	\$87.18
	2022-00000742	11/01/2021	08/18-10/18/21 SVC - PATIO CAFE	\$48.45
	2022-00000743	11/01/2021	08/18-10/18/21 SVC - GRAND ARENA CAFE	\$204.39
	2022-00000744	11/01/2021	08/18-10/18/21 SVC - SNACK BAR @ GRAND ARENA	\$156.16
	2022-00000745	11/01/2021	08/18-10/18/21 SVC - BUILDING 4-E SIDE PLANTER ARE	\$151.66
	2022-00000746	11/01/2021	08/18-10/18/21 SVC - WATER TOWER @ PAVILION PARI	\$799.66
	2022-00000747	11/01/2021	08/18-10/18/21 SVC - ARENA NEAR BUNKHOUSE	\$117.91
	2022-00000748	11/01/2021	08/18-10/18/21 SVC - EXPO OFFICE	\$160.66
	2022-00000749	11/01/2021	08/18-10/18/21 SVC - BARN D	\$140.41
	2022-00000750	11/01/2021	08/18-10/18/21 SVC - DC @ BARN D	\$133.66
	2022-00000751	11/01/2021	08/18-10/18/21 SVC - BARN E	\$129.16
	2022-00000752	11/01/2021	08/18-10/18/21 SVC - DC @ BARN E	\$133.66
	2022-00000753	11/01/2021	08/18-10/18/21 SVC - BATHROOM @ BARN E	\$124.66
	2022-00000754	11/01/2021	08/18-10/18/21 SVC - HORSE TRAINING AREA BEHIND E	\$117.91
	2022-00000755	11/01/2021	08/18-10/18/21 SVC - 1ST GUARD SHACK	\$46.20
	2022-00000756	11/01/2021	08/18-10/18/21 SVC - S SIDE OF BLDG BEHIND GATED A	\$133.66
11312	11/17/2021	<b>POLAR KING INTERNATIONAL, INC.</b>		<b>\$18,942.89</b>
	Invoice	Date	Description	Amount
	DP34487.1	11/11/2021	WALK-IN COOLER UNIT INSTALLATION - 16200 TEMPLE	\$18,942.89
11313	11/29/2021	<b>CRIA-EQUESTRIAN CENTER</b>		<b>\$150,000.00</b>

**Civic-Recreational-Industrial Authority  
Board Meeting  
December, 8 2021**

Check	Date		Payee Name	Check Amount
<b>CRIA.WF.CHK - CRIA Wells Fargo Checking</b>				
	Invoice	Date	Description	Amount
	OCT-21	11/29/2021	REIMBURSEMENT FOR OCTOBER 2021 OPERATING CC	\$150,000.00
<b>11314</b>	11/30/2021		<b>IRRI-CARE PLUMBING &amp; BACKFLOW T</b>	<b>\$3,284.32</b>
	Invoice	Date	Description	Amount
	12759	10/21/2021	BACKFLOW TEST - EXPO CENTER	\$3,284.32
<b>11315</b>	12/08/2021		<b>ABSOLUTE INTERNATIONAL SECURIT</b>	<b>\$42,469.81</b>
	Invoice	Date	Description	Amount
	2020103850	11/30/2021	NOVEMBER 2021 SECURITY SVC - EXPO CENTER	\$42,469.81
<b>11316</b>	12/08/2021		<b>CITY OF INDUSTRY</b>	<b>\$893.85</b>
	Invoice	Date	Description	Amount
	2022-00000017	09/30/2021	SEPT 2021 FUEL COSTS	\$274.31
	2022-00000023	10/31/2021	OCT 2021 FUEL COSTS	\$619.54
<b>11317</b>	12/08/2021		<b>CNC ENGINEERING</b>	<b>\$71,680.00</b>
	Invoice	Date	Description	Amount
	504107	11/24/2021	FACILITY MAINTENANCE - EXPO CENTER	\$6,215.00
	504104	11/24/2021	NEW BANQUET FACILITY AT THE EXPO CENTER	\$14,823.75
	504105	11/24/2021	NEW BANQUET FACILITY AT THE EXPO CENTER	\$4,642.50
	504106	11/24/2021	AVALON ROOM IMPROVEMENTS - EXPO CENTER	\$2,245.00
	504103	11/24/2021	PAVILION UPGRADES - EXPO CENTER	\$1,300.00
	504102	11/24/2021	EXPO CENTER ALARM SYSTEM UPGRADES	\$515.00
	504101	11/24/2021	EXPO CENTER ALARM SYSTEM UPGRADES	\$510.00
	504100	11/24/2021	EXPO CENTER AUDIO/VIDEO UPGRADES	\$1,500.00
	504099	11/24/2021	EXPO CENTER ELECTRICAL LOADING MASTER PLAN	\$2,781.25

**Civic-Recreational-Industrial Authority**  
**Board Meeting**  
**December, 8 2021**

Check	Date		Payee Name	Check Amount
<b>CRIA.WF.CHK - CRIA Wells Fargo Checking</b>				
	504098	11/24/2021	EXPO CENTER ELECTRICAL LOADING MASTER PLAN	\$1,505.00
	504097	11/24/2021	EXPO CENTER ROADS REHABILITATION	\$31,805.00
	504096	11/24/2021	GAZEBO AT EXPO CENTER PAVILION BUILDING	\$3,337.50
	504095	11/24/2021	EXPO CENTER IT INFRASTRUCTURE UPGRADES	\$500.00
<b>11318</b>	12/08/2021		<b>CRIA-PAYROLL ACCOUNT</b>	<b>\$3,000.00</b>
	Invoice	Date	Description	Amount
	DEC-21	11/08/2021	REPLENISH PAYROLL ACCOUNT FOR DECEMBER 2021	\$3,000.00
<b>11319</b>	12/08/2021		<b>FRAZER, LLP</b>	<b>\$3,092.00</b>
	Invoice	Date	Description	Amount
	175058	10/31/2021	PROFESSIONAL SVC - OCT 2021	\$3,092.00
<b>11320</b>	12/08/2021		<b>FULLERTON ELECTRIC</b>	<b>\$14,029.70</b>
	Invoice	Date	Description	Amount
	28946	10/22/2021	PROFESSIONAL SVC - 16200 TEMPLE AVE	\$4,869.00
	28945	10/22/2021	PROFESSIONAL SVC - 16200 TEMPLE AVE	\$9,160.70
<b>11321</b>	12/08/2021		<b>IDS GROUP, INC.</b>	<b>\$11,061.36</b>
	Invoice	Date	Description	Amount
	19X002.30-4	10/31/2021	EXPO CENTER ELECTRICAL LOADING MASTER PLAN	\$8,319.30
	19X002.12-4	09/30/2021	IT AV SECURITY - AVALON ROOM EXPO CENTER	\$1,607.73
	19X002.12-5	10/31/2021	IT AV SECURITY SVC - AVALON ROOM EXPO CENTER	\$1,134.33
<b>11322</b>	12/08/2021		<b>KLINE'S PLUMBING, INC.</b>	<b>\$4,470.00</b>
	Invoice	Date	Description	Amount
	12050	09/29/2021	PLUMBING SVC - EXPO CENTER GUARD SHACK	\$120.00



**Civic-Recreational-Industrial Authority  
Board Meeting  
December, 8 2021**

Check	Date		Payee Name	Check Amount
<b>CRIA.WF.CHK - CRIA Wells Fargo Checking</b>				
	12055	09/29/2021	PLUMBING SVC - EXPO CENTER PAVILLION, COWBOY	\$3,800.00
	12056	09/30/2021	PLUMBING SVC - EXPO CENTER RV DUMP STN	\$550.00
<b>11323</b>	12/08/2021		<b>L A COUNTY REGISTRAR-RECORDER/</b>	<b>\$75.00</b>
	Invoice	Date	Description	Amount
	NOV-21A	11/22/2021	EXPO-2127R - NOTICE OF EXEMPTION FILING FEE	\$75.00
<b>11324</b>	12/08/2021		<b>L A COUNTY REGISTRAR-RECORDER/</b>	<b>\$75.00</b>
	Invoice	Date	Description	Amount
	NOV-21	11/22/2021	EXPO-2132 - NOTICE OF EXEMPTION FILING FEE	\$75.00
<b>11325</b>	12/08/2021		<b>PACIFIC UTILITY INSTALLATION</b>	<b>\$41,531.30</b>
	Invoice	Date	Description	Amount
	24759	10/29/2021	ELECTRICAL DISTRIBUTION & STREETLIGHT SYSTEM	\$41,531.30
<b>11326</b>	12/08/2021		<b>SATSUMA LANDSCAPE &amp; MAINT.</b>	<b>\$19,308.94</b>
	Invoice	Date	Description	Amount
	1021EC	10/28/2021	OCTOBER 2021 LANDSCAPE MAINTENANCE	\$19,308.94
<b>11327</b>	12/08/2021		<b>VALLEY VISTA SERVICES, INC</b>	<b>\$450.00</b>
	Invoice	Date	Description	Amount
	0004619562	11/01/2021	IH RODEO STORAGE BOXES - NOV 2021	\$450.00
<b>11328</b>	12/08/2021		<b>VASILJ, INC.</b>	<b>\$39,421.94</b>
	Invoice	Date	Description	Amount
	#6EXPO-2129	12/01/2021	EXPO CENTER SEWER REPLACEMENT - PHASE B	\$4,500.00
	#7RETEXPO-2129	12/01/2021	RETENTION - EXPO CENTER SEWER REPLACEMENT -	\$35,146.94

**Civic-Recreational-Industrial Authority**  
**Board Meeting**  
**December, 8 2021**

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

Check	Date	Description	Amount
11329	12/08/2021	VENEKLASSEN ASSOCIATES, INC.	\$8,063.25
	Invoice		
	61775	10/13/2021 DESIGN SVC - EXPO CENTER GRAND ARENA A/V UPGI	\$1,580.50
	61774	10/13/2021 DESIGN SVC - EXPO CENTER GRAND ARENA A/V UPGI	\$480.00
	61773	10/13/2021 DESIGN SVC - EXPO CENTER GRAND ARENA A/V UPGI	\$5,212.50
	62174	11/12/2021 DESIGN SVC - EXPO CENTER GRAND ARENA A/V UPGI	\$790.25

Checks	Status	Count	Transaction Amount
	Total	19	\$434,808.29

*CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY*

ITEM NO. 5.2

Industry Hills  
Expo Center  
Check Detail  
October 2021

Industry Hills Expo Center - Check Register  
OCTOBER

DATE	CHECK #	PAYEE	AMOUNT	DETAILS
10/01/2021	16738	CINTAS	1,010.38	MATS, MOPS AND UNIFORMS
10/01/2021	16739	CNC EQUESTRIAN MANAGEMENT	66,775.81	MAINT. CREW - JULY/AUG/SEPT 2021/ AMEX CHRGS
10/01/2021	16740	TBS CLEANING SERVICE	1,700.00	PROPERTY MAINT. EXP.
10/04/2021	16741	PCR CASH	16,270.50	TO REPLENISH CASH ON HAND
10/18/2021	16742	ANHEUSER BUSCH SALES OF AMERICA	179.75	ALCOHOL INVENTORY
10/18/2021	16743	BILL'S SOUND & SECURITY	8,397.00	IT/INTERNET UPGRADES
10/18/2021	16744	CLASSIC DISTRIBUTING & BEV.	1,964.55	ALCOHOL INVENTORY
10/18/2021	16745	FED EX	62.84	POSTAGE EXP.
10/18/2021	16746	HARBOR DISTRIBUTING, LLC	585.95	ALCOHOL INVENTORY
10/18/2021	16747	LOCKS PLUS	233.08	PROPERTY MAINT. EXP.
10/18/2021	16748	RANCHO JANITORIAL SUPPLIES	1,592.39	SUPPLIES EXP.
10/18/2021	16749	REPUBLIC NATIONAL DISTRIBUTING COMPANY	666.44	ALCOHOL INVENTORY
10/18/2021	16750	SOUTHERN WINE & SPIRITS	956.00	ALCOHOL INVENTORY
10/18/2021	16751	SPARKLETTS	651.33	SUPPLIES EXP.
10/18/2021	16752	VOIDED CHECK	0.00	PRINTER FEED ERROR
10/18/2021	16753	VALLEY VISTA SERVICES, INC.	5,982.86	ROLL OFF AND DUMP FEES
10/18/2021	16754	SYSCO	5,290.54	SUPPLIES EXP.
<b>*INDICATES CANCELLATION DUE TO COVID-19 OUTBREAK</b>				
<b>TOTAL</b>			<b>112,319.42</b>	

*CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY*

ITEM NO. 5.3

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CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY  
REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
NOVEMBER 10, 2021  
PAGE 1

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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 9:00 a.m., in the City of Industry Council Chamber, 15651 Mayor Dave Way, California and telephonically using Conference Call Number, 657-204-3264, Conference ID: 742 006 371#.

**FLAG SALUTE**

The flag salute was led by Chairman Benavidez.

**ROLL CALL**

PRESENT: Eric Benavidez, Chairman  
Ronald Whitemore, Vice Chairman  
Sean Lee, Board Member  
Bob Lindsey, Board Member

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

**PUBLIC COMMENTS**

There were no public comments.

**CONSENT CALENDAR**

**5.1 CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED BY THE FINANCE DEPARTMENT FOR NOVEMBER 10, 2021**

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

**5.2 CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED BY CNC EQUESTRIAN MANAGEMENT SERVICES FOR THE INDUSTRY HILLS EXPO CENTER FOR SEPTEMBER 2021**

*RECOMMENDED ACTION:* *Receive and file.*

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CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY  
REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
NOVEMBER 10, 2021  
PAGE 2

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**5.3 CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 8, 2021  
REGULAR MEETING AND THE OCTOBER 13, 2021 REGULAR MEETING**

*RECOMMENDED ACTION:* *Approve as submitted.*

**5.4 CONSIDERATION OF AMENDMENT NO. 3 TO THE PROFESSIONAL  
SERVICES AGREEMENT WITH IDS GROUP, INC., FOR THE NEW BANQUET  
FACILITY (CIP-EXPO-18-017 B/MP 01-34 #35)**

*RECOMMENDED ACTION:* *Approve the Amendment.*

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

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

**BOARD MATTERS**

**6.1 UPDATE ON THE EXPO CENTER**

*RECOMMENDED ACTION:* *Receive and file.*

Misty Lucero with CNC Equestrian provided an update on the Expo Center in the  
absence of Expo Facility Ops Manager, Cory Moss.

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

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

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CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY  
REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
NOVEMBER 10, 2021  
PAGE 3

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**6.2 PRESENTATION AND DISCUSSION REGARDING THE CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY'S FINANCIAL REPORT FOR AUGUST 31, 2021**

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

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

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

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

**6.3 CONSIDERATION OF AWARD OF CONTRACT NO. EXPO-2127R, (PROJECT CIP-EXPO 18-017-B) EXPO CENTER AVALON ROOM IMPROVEMENTS, TO KAZONI INC., IN AN AMOUNT NOT TO EXCEED \$1,539,899.00 AND ADOPT A NOTICE OF EXEMPTION REGARDING SAME**

*RECOMMENDED ACTION:* *Award the contract to Kazoni, Inc. in the amount of \$1,539,899, authorize the City Manager to approve change orders up to five percent of the contract amount, and adopt a Notice of Exemption for the project.*

Program Manager, Tapas Dutta with CNC Engineering, provided a staff report to the Council and was available to answer any questions.

MOTION BY VICE CHAIRMAN WHITTEMORE AND SECOND BY BOARD MEMBER LINDSEY TO AWARD THE CONTRACT TO KAZONI, INC. IN THE AMOUNT OF \$1,539,899, AUTHORIZE THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO FIVE PERCENT OF THE CONTRACT AMOUNT, AND ADOPT A NOTICE OF EXEMPTION FOR THE PROJECT. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:



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CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY  
REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
NOVEMBER 10, 2021  
PAGE 4

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

**6.4 CONSIDERATION OF AWARD OF CONTRACT NO. EXPO-2132, GAZEBO AT EXPO CENTER PAVILION BUILDING, TO C.S. LEGACY CONSTRUCTION, INC., IN AN AMOUNT NOT-TO-EXCEED \$584,316.84, AND ADOPT A NOTICE OF EXEMPTION REGARDING SAME (MP 01-34 #40)**

*RECOMMENDED ACTION:* *Award the contract to C.S. Legacy Construction, Inc. in the amount of \$584,316.84, authorize the Executive Director to approve change orders up to ten percent of the contract amount, and adopt a Notice of Exemption for the project.*

Senior Project Manager, Upendra Joshi from CNC Engineering provided a staff report and Executive Director, Josh Nelson provided additional information. Both were available to answer any questions.

MOTION BY BOARD MEMBER LINDSEY AND SECOND BY VICE CHAIRMAN WHITTEMORE TO AWARD THE CONTRACT TO C.S. LEGACY CONSTRUCTION, INC. IN THE AMOUNT OF \$584,316.84, AUTHORIZE THE EXECUTIVE DIRECTOR TO APPROVE CHANGE ORDERS UP TO TEN PERCENT OF THE CONTRACT AMOUNT, AND ADOPT A NOTICE OF EXEMPTION FOR THE PROJECT. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

**6.5 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH LEIGHTON CONSULTING INC., FOR MATERIALS TESTING AND INSPECTION SERVICES DURING CONSTRUCTION OF THE EXPO CENTER ROADS REHABILITATION PROJECT, IN AN AMOUNT NOT TO EXCEED \$16,843.00 (MP 01-34 #36)**

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CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY  
REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
NOVEMBER 10, 2021  
PAGE 5

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*RECOMMENDED ACTION:*

*Approve the Agreement.*

Executive Director, Josh Nelson provided a staff report and was available to answer any questions.

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

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

**6.6 CONSIDERATION OF RESOLUTION NO. CRIA 2021-06 – A RESOLUTION OF THE CIVIC-RECREATION-INDUSTRIAL AUTHORITY (“CRIA”) AUTHORIZING REMOTE TELECONFERENCE MEETINGS PURSUANT TO AB 361**

*RECOMMENDED ACTION:*  
*direction.*

*Discuss and provide*

MOTION BY BOARD MEMBER LINDSEY AND SECOND BY BOARD MEMBER LEE TO ADOPT RESOLUTION NO. CRIA 2021-06, AUTHORIZING REMOTE TELECONFERENCE MEETINGS PURSUANT TO AB 361. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

**EXECUTIVE DIRECTOR COMMUNICATIONS**

Executive Director Josh Nelson announced the passing of Board Member Larry Hartmann on October 20, 2021, and the date of his upcoming memorial. Board Members expressed their sadness of his passing and appreciation for his leadership, positive attitude, wisdom, and inspiration. He will be greatly missed.

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CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY  
REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
NOVEMBER 10, 2021  
PAGE 6

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**ADJOURNMENT**

Chairman Eric Benavidez said in closing, in keeping with tradition, a quote was provided, this time from Ralph Waldo Emerson, “The purpose of life is not to be happy. It is to be useful, to be honorable, to be compassionate, to have it make some difference that you have lived and lived well.”

There being no further business, the Civic-Recreational-Industrial Authority adjourned at 9:25 a.m.

\_\_\_\_\_  
Eric Benavidez, Chairman

\_\_\_\_\_  
Julie Robles, Secretary

*CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY*

ITEM NO. 6.1



# CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

## MEMORANDUM

TO: Honorable Chairman and Board Members

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

DATE: December 8, 2021

SUBJECT: Civic-Recreational-Industrial Authority September 30, 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 2022.

#### Expo Center:

For the month ended September 30, 2021, the Expo Center generated a net loss of \$164,826.

For the year to date ended September 30, 2021, the Expo Center expenses amounted to \$366,670, which represents approximately 25.0% of the budgeted annual expenses of \$1,479,000. Transfers received by the Expo Center amounted to \$227,500 for the year to date period ended September 30, 2021.

The expenses are in line with the budgeted amounts for the year ended June 30, 2022.

#### Capital Projects Fund:

Total budgeted expenditures for the year ended June 30, 2022 amount to \$1,177,900 which the Fund has incurred \$57,829 of expenditures during the month of September 2021 and \$173,652 of year to date expenditures. Year to date transfers from the City of Industry amounted to \$686,884, of which \$227,500 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 September 30, 2021.

**Fiscal Impact:**

There is no fiscal impact as result of this action.

**Recommendation:**

Receive and file.

# **EXHIBIT A**

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

EXECUTIVE SUMMARY  
FINANCIAL STATEMENTS  
SEPTEMBER 30, 2021

**Expo Center Operations**

During the month ended September 30, 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 September 30, 2021 and 2020, our financial statements reflect the following activity:

<u>Expo Center Operations</u>	Month Ended 9/30/2021	Year To Date 9/30/2021	Annual Budget 2021-2022	% of Annual Budget	Month Ended 09/30/2020	Year To Date 09/30/2020
Total revenues	\$ 525	\$ 2,620	\$ 8,500	31%	\$ 1,106	\$ 6,832
Expenses:						
Direct Expo Center expenses	67,333	110,910	437,100	25%	18,458	104,070
General and administrative expenses	98,018	255,760	1,041,900	25%	80,223	265,353
Total direct Expo Center expenses	165,351	366,670	1,479,000	25%	98,681	369,423
Net loss from operations	(164,826)	(364,050)	(1,470,500)	25%	(97,575)	(362,591)
Net loss	\$ (164,826)	\$ (364,050)	\$ (1,470,500)	25%	\$ (97,575)	\$ (362,591)

Summarized financial information by department for the month ending September 30, 2021 and 2020:

<u>Expo Center Operations</u>	Month Ended 9/30/2021	Month Ended 9/30/2021	Month Ended 9/30/2021	Month Ended 9/30/2021	Month Ended 9/30/2021
	Speedway	Facilities	Grand Arena	General and Admin.	Totals
Total revenues	\$ -	\$ -	\$ 525	\$ -	\$ 525
Expenses:					
Direct Expo Center expenses		31,635	35,698	-	67,333
General and administrative expenses	-	-	-	98,018	98,018
Total direct Expo Center expenses		31,635	35,698	98,018	165,351
Net loss from operations	-	(31,635)	(35,173)	(98,018)	(164,826)
Net loss for the month ended	\$ -	\$ (31,635)	\$ (35,173)	\$ (98,018)	\$ (164,826)

<u>Expo Center Operations</u>	Month Ended 9/30/2020	Month Ended 9/30/2020	Month Ended 9/30/2020	Month Ended 9/30/2020	Month Ended 9/30/2020
	Speedway	Facilities	Grand Arena	General and Admin.	Totals
Total revenues	\$ -	\$ -	\$ 699	\$ 407	\$ 1,106
Expenses:					
Direct Expo Center expenses	1,009	10,693	6,756	-	18,458
General and administrative expenses	-	-	-	80,223	80,223
Total direct Expo Center expenses	1,009	10,693	6,756	80,223	98,681
Net (loss) income from operations	(1,009)	(10,693)	(6,057)	(79,816)	(97,575)
Net loss for the month ended	\$ (1,009)	\$ (10,693)	\$ (6,057)	\$ (79,816)	\$ (97,575)



CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

EXECUTIVE SUMMARY  
FINANCIAL STATEMENTS  
SEPTEMBER 30, 2021

Summarized financial information by department for the year to date period ending September 30, 2021 and 2020:

<u>Expo Center Operations</u>	Year To Date	Year To Date	Year To Date	Year To Date	Year To Date
	9/30/2021	9/30/2021	9/30/2021	9/30/2021	9/30/2021
	Speedway	Facilities	Grand Arena	General and Admin.	Totals
Total revenues	\$ -	\$ 200	\$ 2,386	\$ 34	\$ 2,620
Expenses:					
Direct Expo Center expenses	-	57,481	53,429	-	110,910
General and administrative expenses	-	-	-	255,760	255,760
Total direct Expo Center expenses	-	57,481	53,429	255,760	366,670
Net (loss) income from operations	-	(57,281)	(51,043)	(255,726)	(364,050)
Net loss year to date	\$ -	\$ (57,281)	\$ (51,043)	\$ (255,726)	\$ (364,050)
<u>Expo Center Operations</u>	Year To Date	Year To Date	Year To Date	Year To Date	Year To Date
	9/30/2020	9/30/2020	9/30/2020	9/30/2020	9/30/2020
	Speedway	Facilities	Grand Arena	General and Admin.	Totals
Total revenues	\$ -	\$ 975	\$ 1,965	\$ 3,892	\$ 6,832
Expenses:					
Direct Expo Center expenses	3,026	54,416	46,628	-	104,070
General and administrative expenses	-	-	-	265,353	265,353
Total direct Expo Center expenses	3,026	54,416	46,628	265,353	369,423
Net (loss) income from operations	(3,026)	(53,441)	(44,663)	(261,461)	(362,591)
Net loss year to date	\$ (3,026)	\$ (53,441)	\$ (44,663)	\$ (261,461)	\$ (362,591)

**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 September 30, 2021 amounted to \$5,115,834. 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 September 30, 2021. It is the accounting policy of the CRIA to record annual depreciation expense subsequent to the completion of the June 30, 2022 annual audit.

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

EXECUTIVE SUMMARY  
 FINANCIAL STATEMENTS  
SEPTEMBER 30, 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 September 30, 2021, our financial statements reflect the following activity:

<u>Capital Projects Fund</u>	<u>Month Ended</u> <u>9/30/2021</u>	<u>Year To Date</u> <u>9/30/2021</u>	<u>Annual Budget</u> <u>2021-2022</u>	<u>% of Annual</u> <u>Budget</u>
Total revenues	\$ -	\$ 68	\$ 1,000	7%
Expenditures				
General and administrative expenses	<u>57,829</u>	<u>173,652</u>	<u>1,177,900</u>	15%
Total expenses	<u>57,829</u>	<u>173,652</u>	<u>1,177,900</u>	15%
Excess of expenditures over revenues	<u>\$ (57,829)</u>	<u>\$ (173,584)</u>	<u>\$ (1,176,900)</u>	15%

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

FINANCIAL STATEMENTS

September 30, 2021

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

FINANCIAL STATEMENTS

September 30, 2021

TABLE OF CONTENTS

	<u>Pages</u>
Executive Summary	1 – 3
Balance Sheet as of September 30, 2021	4
Statement of Operations for the month and year to date ended September 30, 2021	5
Statement of Cash Flows – Industry Hills Expo Center for the third month ended September 30, 2021	6
Schedule of Revenues and Expenses – Industry Hills Expo Center for the months and years to date ended September 30, 2021 and 2020 - Schedule 1	7 – 8
Schedule of Revenues and Expenditures – Capital Projects Fund for the month and year to date ended September 30, 2021 - Schedule 2	9

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

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

BALANCE SHEET  
AS OF SEPTEMBER 30, 2021

	<u>Capital Projects</u>	<u>Expo Center</u>
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 69,395	\$ 109,791
Investments	83,664	-
Accounts receivable, net	-	2,392
Prepaid insurance	-	5,421
Inventories	-	27,483
Deposits	-	3,000
Total current assets	<u>153,059</u>	<u>148,087</u>
CAPITAL ASSETS, net	<u>-</u>	<u>5,115,834</u>
Total assets	<u>\$ 153,059</u>	<u>\$ 5,263,921</u>
LIABILITIES AND FUND BALANCE		
CURRENT LIABILITIES:		
Accounts payable	\$ -	\$ 95,248
Advance rental payments	-	24,169
Security deposits	-	18,950
Total current liabilities	<u>-</u>	<u>138,367</u>
FUND BALANCE:		
Fund balance	<u>153,059</u>	<u>5,125,554</u>
Total liabilities and fund balance	<u>\$ 153,059</u>	<u>\$ 5,263,921</u>

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

STATEMENT OF OPERATIONS  
FOR THE MONTH AND YEAR TO DATE SEPTEMBER 30, 2021

	CAPITAL PROJECTS				EXPO CENTER			
	MONTH ENDED 9/30/2021	YEAR TO DATE 9/30/2021	2021-2022 ANNUAL BUDGET	% OF ANNUAL BUDGET	MONTH ENDED 9/30/2021	YEAR TO DATE 9/30/2021	2021-2022 ANNUAL BUDGET	% OF ANNUAL BUDGET
REVENUES:								
Expo center revenues	\$ -	\$ -	\$ -	0%	\$ 525	\$ 2,620	\$ 8,500	31%
Other revenues	-	68	1,000	7%	-	-	-	0%
Total revenues	<u>-</u>	<u>68</u>	<u>1,000</u>	7%	<u>525</u>	<u>2,620</u>	<u>8,500</u>	31%
EXPENDITURES:								
Operating expenses	-	-	-		67,333	110,910	437,100	25%
General and administrative expenses	57,829	173,652	1,177,900	15%	98,018	255,760	1,041,900	25%
Total expenses	<u>57,829</u>	<u>173,652</u>	<u>1,177,900</u>	15%	<u>165,351</u>	<u>366,670</u>	<u>1,479,000</u>	25%
EXCESS OF EXPENDITURES OVER REVENUES	(57,829)	(173,584)	(1,176,900)	15%	(164,826)	(364,050)	(1,470,500)	25%
OTHER FINANCING SOURCES, NET	<u>170,737</u>	<u>413,853</u>	<u>-</u>	0%	<u>87,500</u>	<u>227,500</u>	<u>-</u>	0%
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER EXPENDITURES/(EXCESS OF EXPENDITURES OVER REVENUE AND OTHER FINANCING SOURCES)	112,908	240,269	<u>\$ (1,176,900)</u>		(77,326)	(136,550)	<u>\$ (1,470,500)</u>	9%
Fund balance, beginning	<u>40,151</u>	<u>(87,210)</u>			<u>5,202,880</u>	<u>5,262,104</u>		
Fund balance, ending	<u>\$ 153,059</u>	<u>\$ 153,059</u>			<u>\$ 5,125,554</u>	<u>\$ 5,125,554</u>		

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

INDUSTRY HILLS EXPO CENTER  
 STATEMENT OF CASH FLOWS  
FOR THE THIRD MONTH ENDED SEPTEMBER 30, 2021

	<u>AMOUNT</u>
CASH FLOWS FROM OPERATING ACTIVITIES	
Net loss before transfers and other credits	\$ (364,050)
Adjustments to reconcile net loss to net cash used in operating activities:	
Change in operating assets and liabilities:	
Accounts receivable, net	(2,467)
Due from other funds	92,000
Prepaid insurance	3,255
Inventories	(4,155)
Accounts payable	39,122
Advance rental payments	(30,059)
Security deposits	(6,700)
Net cash used in operating activities	<u>(273,054)</u>
 NET CHANGE IN CASH	 (45,554)
 Cash at July 1, 2021	 155,345
Cash at September 30, 2021	<u>\$ 109,791</u>

**INDUSTRY HILLS EXPO CENTER**  
**SCHEDULE OF REVENUES AND EXPENSES**  
**FOR THE MONTH AND YEAR TO DATE SEPTEMBER 30, 2021 AND 2020**

<u>Expo Center Operations</u>	MONTH ENDED 9/30/2021	YEAR TO DATE 9/30/2021	ANNUAL BUDGET 2021-2022	% OF ANNUAL BUDGET	MONTH ENDED 09/30/2020	YEAR TO DATE 09/30/2020
<b>Revenues</b>						
Facilities rentals	\$ -	\$ -	\$ -	0%	\$ -	\$ 975
Facilities rentals - bar sales	-	200	-	0%	-	-
Facilities - security	-	-	-	0%	-	-
Facilities - food	-	-	-	0%	-	-
Facilities - insurance	-	-	-	0%	-	-
Facilities - other	-	-	-	0%	-	-
Grand Arena - special events rentals	-	-	-	0%	-	-
Grand Arena - outdoor arena rentals	-	-	-	0%	-	-
Grand Arena - show barn stall rentals	525	1,770	8,000	22%	480	1,600
Grand Arena - shaving sales	-	616	500	123%	-	-
Grand Arena - security	-	-	-	0%	-	-
Grand Arena - trailer parking	-	-	-	0%	-	-
Grand Arena - bar sales	-	-	-	0%	219	365
Grand Arena - food	-	-	-	0%	-	-
Grand Arena - feed sales	-	-	-	0%	-	-
Grand Arena - parking	-	-	-	0%	-	-
Grand Arena - other	-	-	-	0%	-	-
Speedway - Merchandise	-	-	-	0%	-	-
Speedway - Bar	-	-	-	0%	-	-
Speedway - Prize Money	-	-	-	0%	-	-
Speedway - General Admission	-	-	-	0%	-	-
Speedway - Concessions	-	-	-	0%	-	-
Speedway - Parking	-	-	-	0%	-	-
Speedway - Other	-	-	-	0%	-	-
G&A- Other	-	34	-	0%	407	3,892
<b>Total revenues</b>	<b>525</b>	<b>2,620</b>	<b>8,500</b>	<b>31%</b>	<b>1,106</b>	<b>6,832</b>
<b>Expo expenses</b>						
Cost of sales	-	(629)	12,000	-5%	570	758
Bar supplies	-	-	-	0%	-	-
Promotional banquet	-	-	-	0%	-	-
Feed	-	-	-	0%	-	-
Contract labor/wages	64,618	103,053	366,700	28%	12,364	85,754
Furniture/fixtures & equipment	-	-	-	0%	-	-
Facilities - insurance	-	1,000	-	0%	1,000	1,000
Miscellaneous	-	1,844	2,000	92%	-	-
Promotional	-	-	-	0%	-	-
Property maintenance	-	-	12,000	0%	-	1,436
Repairs and maintenance	-	-	-	0%	-	-
Sales tax	1	20	-	0%	-	-
Security - Grand Arena	-	-	-	0%	-	-
Security - Facilities	-	-	-	0%	-	-
Security - Speedway	-	-	-	0%	-	-
Shavings	-	1,038	400	260%	-	-
Supplies	2,714	4,584	32,000	14%	2,765	8,509
Equipment rental	-	-	3,000	0%	-	1,337
Special event concessions	-	-	-	0%	-	-
Bad debt	-	-	9,000	0%	750	2,250
Speedway- Concessions	-	-	-	0%	-	-
Speedway- Merchandise	-	-	-	0%	-	-
Speedway- Insurance	-	-	-	0%	1,009	3,026
Speedway - Prize money	-	-	-	0%	-	-
Speedway- Outside services/contract labor	-	-	-	0%	-	-
<b>Total Expo expenses</b>	<b>67,333</b>	<b>110,910</b>	<b>437,100</b>	<b>25%</b>	<b>18,458</b>	<b>104,070</b>
<b>Operating income (loss) before direct G &amp; A and CRIA indirect expenses</b>	<b>(66,808)</b>	<b>(108,290)</b>	<b>(428,600)</b>	<b>25%</b>	<b>(17,352)</b>	<b>(97,238)</b>



**INDUSTRY HILLS EXPO CENTER  
SCHEDULE OF REVENUES AND EXPENSES  
FOR THE MONTH AND YEAR TO DATE SEPTEMBER 30, 2021 AND 2020**

<u>Expo Center Operations</u>	<u>MONTH ENDED 9/30/2021</u>	<u>YEAR TO DATE 9/30/2021</u>	<u>ANNUAL BUDGET 2021-2022</u>	<u>% OF ANNUAL BUDGET</u>	<u>MONTH ENDED 09/30/2020</u>	<u>YEAR TO DATE 09/30/2020</u>
Direct general and administrative expenses						
Travel and meetings	-	-	-	0%	-	-
Dues, subscriptions, books, etc.	991	6,271	23,000	27%	1,312	5,471
Equipment rental/lease	794	2,796	14,000	20%	709	4,923
Employee training	-	-	-	0%	-	-
Furniture/fixtures & equipment	-	-	200	0%	-	-
Advertising/printing	-	-	3,000	0%	-	-
Telephone	1,305	3,911	16,000	24%	1,286	4,339
Postage	163	221	600	37%	44	44
Miscellaneous	369	1,005	700	144%	1,025	1,632
Professional services	20,263	60,133	215,000	28%	19,118	54,551
Repairs and equipment	-	-	3,400	0%	-	-
Vehicle expenses	-	-	14,000	0%	3,557	5,364
Insurance and bonds	1,085	3,253	14,000	23%	1,087	3,260
Supplies	2,522	5,153	30,000	17%	2,950	7,909
Contract labor/administrative wages	46,656	102,967	407,000	25%	24,728	98,341
Property maintenance	9,587	29,334	200,000	15%	12,137	43,767
Utilities	14,283	40,716	101,000	40%	12,270	35,752
Total direct general and administrative expenses	<u>98,018</u>	<u>255,760</u>	<u>1,041,900</u>	25%	<u>80,223</u>	<u>265,353</u>
 EXCESS OF EXPENDITURES OVER REVENUES	 <u>\$ (164,826)</u>	 <u>\$ (364,050)</u>	 <u>\$ (1,470,500)</u>	 25%	 <u>\$ (97,575)</u>	 <u>\$ (362,591)</u>

CAPITAL PROJECTS FUND  
SCHEDULE OF REVENUES AND EXPENDITURES  
FOR THE MONTH AND YEAR TO DATE ENDED SEPTEMBER 30, 2021

REVENUES:	MONTH ENDED 9/30/2021	YEAR TO DATE 9/30/2021	ANNUAL BUDGET 2021-2022	% OF ANNUAL BUDGET
Other revenues	\$ -	\$ 68	\$ 1,000	7%
<b>GENERAL AND ADMINISTRATIVE EXPENSES:</b>				
Salaries - board	2,836	8,508	34,100	25%
Medicare/disability	41	123	500	25%
PARS - ARS	106	319	1,300	25%
Professional services	2,699	2,699	175,000	2%
Accounting	102	305	1,000	31%
Vehicle expenses	-	-	3,000	0%
General engineering	5,468	8,407	60,000	14%
Printing/photography	-	-	1,000	0%
Security	42,329	85,207	455,000	19%
Property maintenance	1,026	22,978	404,000	6%
Insurance and bonds	-	41,884	26,000	161%
Utilities	3,078	3,078	17,000	18%
Total general and administrative expenses	<u>57,829</u>	<u>173,652</u>	<u>1,177,900</u>	15%
<b>EXCESS OF EXPENDITURES OVER REVENUES</b>	<b>\$ <u>(57,829)</u></b>	<b>\$ <u>(173,584)</u></b>	<b>\$ <u>(1,176,900)</u></b>	15%

*CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY*

ITEM NO. 6.2

Verbal Presentation – No Backup Material

*CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY*

ITEM NO. 6.3



# CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

## MEMORANDUM

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

**FROM:** Joshua Nelson, Executive Director *JN*

**STAFF:** Dev Birla, Operations Manager, CNC Engineering

**DATE:** December 8, 2021

**SUBJECT:** Consideration of Amendment No. 2 to the Maintenance Services Agreement with Pacific Utility Installation, Inc., for the operation and maintenance of the electrical distribution and streetlight system at the Expo Center, extending the term through June 30, 2024, increasing compensation by \$225,000.00, revising the indemnity provisions specific to independent contractors, and updating the address for CRIA

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### **Background:**

On February 12, 2020, the CRIA Board approved a Maintenance Services Agreement (“Agreement”) with Pacific Utility Installation, Inc. (“PUI”) in an amount not-to-exceed \$100,000.00, through June 30, 2021. The scope of the work involves performing emergency and scheduled field operations and maintenance (“O&M”) of the electrical distribution and streetlight systems at the Expo Center, and responding to calls for urgent issues, as necessary. PUI’s scope of work did not include any capital improvement work which is individually bid and awarded. On October 7, 2020, CRIA approved Amendment No. 1 increasing compensation by \$125,000.00, with the total amount not-to-exceed \$225,000.00, but the term was not extended past June 30, 2021.

### **Discussion:**

The continued maintenance and operation of the electrical distribution and streetlight system at the Expo Center are essential for the enjoyment and safety of staff and guests while on property. The term of this Agreement expired on June 30, 2021, and Amendment No. 2 is necessary for PUI to continue providing the above-mentioned services. Staff recommends extending the term of the Agreement for three years, through June 30, 2024, along with an increase in compensation by \$225,000.00, revising the hourly rate schedule to reflect PUI’s current rates, including language requiring indemnity specific to independent contractors, and updating the address of CRIA.

**Fiscal Impact:**

The fiscal impact is \$225,000.00 over three years. In the adopted Fiscal Year 2021-2022 General Fund budget, \$175,000.00 is approved for this work (Account No. 360-800-5120.01) and no appropriations are required.

**Recommendation:**

It is recommended that the Board approve Amendment No. 2 to the Maintenance Services Agreement with Pacific Utility Installation, Inc.

**Exhibit:**

- A. Amendment No. 2 to the Maintenance Services Agreement with Pacific Utility Installation, Inc., dated December 8, 2021

---

JN/DB:jf

**EXHIBIT A**

Amendment No. 2 to the Maintenance Services Agreement with Pacific Utility  
Installation, Inc., dated December 8, 2021

[Attached]

**AMENDMENT NO. 2  
TO MAINTENANCE SERVICES AGREEMENT WITH  
PACIFIC UTILITY INSTALLATION, INC.**

This Amendment No. 2 to the Maintenance Services Agreement (“Agreement”) is made and entered into this 8th day of December, 2021, (“Effective Date”) by and between the Civic Recreational Industrial Authority (“CRIA”), a public body, and Pacific Utility Installation, Inc., a California corporation, (“Contractor”). CRIA and Contractor are hereinafter collectively referred to as the “Parties.”

**RECITALS**

**WHEREAS**, on or about February 12, 2020, CRIA approved the Agreement with the Contractor, in an amount of \$100,000.00, to perform emergency and scheduled field operations and maintenance (“O&M”) for electrical distribution and streetlight systems at the Expo Center, for a period through June 30, 2021; and

**WHEREAS**, on or about October 7, 2020, CRIA approved Amendment No. 1 to the Agreement increasing compensation by \$125,000.00 and revising language requiring indemnity specific to independent contractors; and

**WHEREAS**, the Agreement expired on June 30, 2021, and Amendment No. 2 is necessary in order for Contractor to continue providing the above mentioned services. The Amendment extends the term through June 30, 2024, revises the hourly rate schedule, has a companion increase in compensation by \$225,000.00, and updates the address of CRIA; and

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

**AMENDMENT**

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

**1. TERM**

Section 1 of the Agreement shall be revised in its entirety to read as follows:

This Agreement shall commence on the July 1, 2021, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2024, unless sooner terminated pursuant to the provisions of this Agreement.

**4. PAYMENT**

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

The total contract amount shall not exceed Four Hundred Fifty Thousand Dollars (\$450,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.



**15. NOTICES**

Section 15 is hereby revised to reflect the current address of CRIA:

To CRIA:                   Civic Recreational Industrial Authority  
                                  15625 Mayor Dave Way  
                                  City of Industry, CA 91744  
  
                                  Attention: Executive Director

**EXHIBIT B, RATE SCHEDULE**

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

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

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

**“CONTRACTOR”**  
**Pacific Utility Installation, Inc.**

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

By: \_\_\_\_\_  
Bill Pfeifer, President/CEO

**Attest:**

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

**APPROVED AS TO FORM**

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

**ATTACHMENT 1 TO AMENDMENT NO. 2**

**EXHIBIT B**

**Rate Schedule**

<b>Description</b>	<b>Hourly Rate</b>	<b>Straight Time Shift: 1-8 Hours</b>	<b>Premium Time Shift: Over 8 Hours</b>
General Foreman	1	\$130.00	\$195.00
Cable Splicer Foreman	1	\$125.00	\$187.50
Cable Splicer/Lineman	1	\$120.00	\$180.00
Groundman/Cable Splicer	1	\$85.00	\$127.50
Sr. Test Tech or Electrical Engineer P.E.	1	\$185.00	\$277.50
Senior Meter Technician	1	\$110.00	\$165.00
Accounting and Material Handling	1	\$65.00	\$97.50
Splicing Truck & Tools	1	\$55.00	N/A
Pick Up Truck	1	\$40.00	N/A
Heavy Duty Equipment (Line Truck, Boom Truck, Bucket Truck)	1	\$75.00	N/A
Delivery and Pickup Charge for Heavy Equipment (each way)	1	\$350.00	N/A

**EXHIBIT A TO AMENDMENT NO. 2**  
**MAINTENANCE SERVICES AGREEMENT WITH PACIFIC UTILITY**  
**INSTALLATION, INC. DATED FEBRUARY 12, 2020**

## CIVIC RECREATIONAL INDUSTRIAL AUTHORITY

### MAINTENANCE SERVICES AGREEMENT

This MAINTENANCE SERVICES AGREEMENT ("Agreement"), is made and effective as of February 12, 2020 ("Effective Date"), between the Civic Recreational Industrial Authority ("CRIA") and Pacific Utility Installation, Inc., a California corporation ("Contractor"). CRIA and Contractor are hereinafter collectively referred to as the "Parties".

#### RECITALS

WHEREAS, CRIA desires to engage Contractor to perform the services described herein, and Contractor 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 Contractor 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 June 30, 2021, unless sooner terminated pursuant to the provisions of this Agreement.

#### 2. SERVICES

(a) Contractor 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 Contractor, 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) Contractor 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 maintenance services for electrical distribution and streetlight systems, serving a public agency.

(d) Contractor 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, Contractor shall not perform any work for another person or entity for whom Contractor was not working on the Effective Date if both (i) such work would require Contractor 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 Contractor'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.* Contractor 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 Contractor was an employee, agent, appointee, or official of CRIA in the previous twelve (12) months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Contractor will not be entitled to any compensation for Services performed pursuant to this Agreement, and Contractor will be required to reimburse CRIA for any sums paid to the Contractor. Contractor 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) Contractor 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 Contractor or under its supervision, and all personnel engaged in the Services shall be qualified and licensed to perform such services.

### 3. MANAGEMENT

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

### 4. PAYMENT

(a) CRIA agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed One Hundred Thousand Dollars (\$100,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Contractor 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. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by CRIA and Contractor at the time CRIA's written authorization is given to Contractor for the performance of said services.

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

## **5. LABOR CODE AND PREVAILING WAGES**

(a) Contractor represents and warrants that it is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000.00 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. CRIA shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and any location where the Services are performed. Contractor shall indemnify, defend and hold harmless, CRIA, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Contractor's or by any individual or agency for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor, failure or alleged failure to comply with Prevailing Wage Laws.

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

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

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

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

## **6. 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 Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor 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 Contractor 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 Contractor shall submit an invoice to CRIA pursuant to Section 5 of this Agreement.

## **7. OWNERSHIP OF DOCUMENTS**

(a) Contractor 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. Contractor 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. Contractor 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 Contractor. With respect to computer files, Contractor shall make available to CRIA, at the Contractor'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. Contractor 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 Contractor in the course of providing the services under this Agreement. All reports, documents, or other written material developed by Contractor in the performance of the Services pursuant to this Agreement, shall be and remain the property of CRIA.

## 8. INDEMNIFICATION

### (a) Indemnity for professional liability

When the law establishes a professional standard of care for Contractor's Services, to the fullest extent permitted by law, Contractor 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 Contractor, its officers, agents, employees or SubContractors (or any agency or individual that Contractor 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, Contractor 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 Contractor or by any individual or agency for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

(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, Contractor shall have an immediate duty to defend CRIA at Contractor'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 Contractor and CRIA, as to whether liability arises from the sole negligence of CRIA or its officers, employees, or agents, Contractor will be obligated to pay for CRIA's defense until such time as a final judgment has been entered adjudicating CRIA as solely negligent. Contractor will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.



9. **INSURANCE**

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

10. **INDEPENDENT CONTRACTOR**

(a) Contractor is and shall at all times remain as to CRIA a wholly independent Contractor and/or independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither CRIA nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor 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. Contractor 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 Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, CRIA shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for CRIA. CRIA shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

11. **LEGAL RESPONSIBILITIES**

The Contractor 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 Contractor 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 Contractor to comply with this Section.

12. **UNDUE INFLUENCE**

Contractor 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 Contractor, or from any officer, employee or agent of Contractor, 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.

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

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

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.

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

(a) All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without CRIA's prior written authorization. Contractor, its officers, employees, agents, or subcontractors, 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) Contractor shall promptly notify CRIA should Contractor, its officers, employees, agents, or subcontractors 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 Contractor is prohibited by law from informing CRIA of such Discovery, court order or subpoena. CRIA retains the right, but has no obligation, to represent Contractor 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 Contractor in such proceeding, Contractor agrees to cooperate fully with CRIA and to provide the opportunity to review any response to discovery requests provided by Contractor. 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.

**15. 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 Contractor:

Bill Pfeifer, President/CEO  
Pacific Utility Installation, Inc.  
1585 Harmony Circle  
Anaheim, CA 92807

**16. ASSIGNMENT**

The Contractor 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 subcontractor for any services under this Agreement, Contractor shall provide CRIA with the identity of the proposed subcontractor, a copy of the proposed written contract between Contractor and such subcontractor 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 subcontractor carries insurance at least equal to that required by this Agreement or obtain a written waiver from CRIA for such insurance.

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

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

CRIA and Contractor 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 Contractor under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and Contractors, as well as costs on appeal, in addition to any other relief to which it may be entitled.

**18. ENTIRE AGREEMENT**

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

and upon each party's own independent investigation of any and all facts such party deems material.

**19. SEVERABILITY**

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

**20. COUNTERPARTS**

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

**21. CAPTIONS**

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

**22. WAIVER**

The waiver by CRIA or Contractor 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 Contractor unless in writing.

**23. REMEDIES**

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

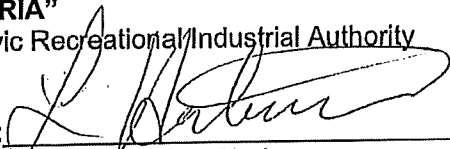
**24. AUTHORITY TO EXECUTE THIS AGREEMENT**

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

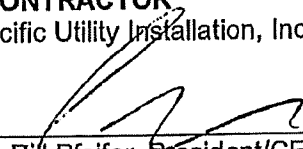
Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

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

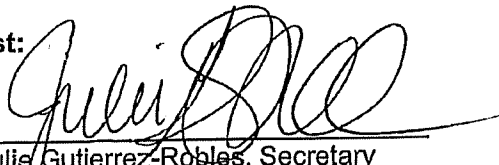
**"CRIA"**  
Civic Recreational/Industrial Authority

By:   
Larry Hartmann, Chairman

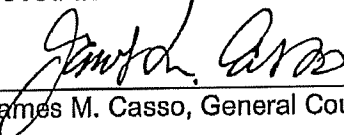
**"CONTRACTOR"**  
Pacific Utility Installation, Inc.

By:   
Bill Pfeifer, President/CEO

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

Contractor shall perform emergency and scheduled maintenance of the electrical distribution and the streetlight systems at Expo Center.

EXHIBIT B

RATE SCHEDULE

Item No.	Description of Title	Hourly Rate	Straight Time Shift: 1 through 8 hours	Premium Time Shift: Over 8 hours
1	General Foreman	1	\$ 115.00	\$ 172.50
2	Cable Splicer Foreman	1	\$ 110.00	\$ 165.00
3	Cable Splicer/Lineman	1	\$ 100.00	\$ 150.00
4	Groundman/Cable Splicer	1	\$ 70.00	\$ 105.00
5	Senior Test Technician or Electrical Engineer P.E.	1	\$ 175.00	\$ 262.50
6	Senior Meter Technician	1	\$ 100.00	\$ 150.00
7	Accounting and Material Handling	1	\$ 65.00	\$ 97.50
8	Splicing Truck and Tools	1	\$ 52.00	N/A
9	Pick Up Truck	1	\$ 35.00	N/A
10	Heavy Duty Equipment(Line Truck, Boom Truck, Bucket Truck)	1	\$ 73.00	N/A
11	Delivery and Pickup Charge for Heavy Equipment ( Each Way)	1	\$ 350.00	N/A

Rates are for Regular Time, Monday- Friday from 7:00 am to 3:00pm.

Minimum 2 hours for calls during normal working hours.

Labor Rates are double for after hours, weekends and holidays.

Minimum 4 hours for calls after hours.

All labor is based on prevailing rates.

## EXHIBIT C

### INSURANCE REQUIREMENTS

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

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

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

**Proof of insurance.** Contractor 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.** Contractor 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 Contractor, his agents, representatives, employees or subContractors.

**Primary/noncontributing.** Coverage provided by Contractor 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 Contractor, or CRIA will withhold amounts sufficient to pay premium from Contractor 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 Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against CRIA, and shall require similar written express waivers and insurance clauses from each of its subContractors.

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

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

Notice of cancellation. Contractor 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 Contractor'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.** Contractor agrees to ensure that its subContractors, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor 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. Contractor agrees that upon request, all agreements with Contractors, 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 Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, CRIA and Contractor may renegotiate Contractor'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.** Contractor shall give CRIA prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

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

*CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY*

ITEM NO. 6.4

## RESOLUTION NO. CRIA 2021-07

### A RESOLUTION OF THE CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY (“CRIA”) CONTINUING THE AUTHORIZATION OF REMOTE TELECONFERENCE MEETINGS PURSUANT TO AB 361

#### RECITALS

**WHEREAS**, CRIA is committed to preserving and encouraging public access and participation in meetings of its legislative bodies; and

**WHEREAS**, all meetings of CRIA are open and public, as required by the Ralph M. Brown Act (Gov. Code §§54950 – 54963) (“Brown Act”), so that any member of the public may attend, participate, and observe the legislative bodies conduct their business; and

**WHEREAS**, in March 2020 as a response to the ongoing COVID-19 pandemic, Governor Newsom issued Executive Orders N-25-20 and N-29-20. These orders suspended certain elements of the Brown Act and specifically allowed for legislative bodies as defined by the Brown Act to hold their meetings entirely electronically with no physical meeting place. On June 11, 2021, Governor Newsom issued Executive Order N-08-21, which provided that the provisions in Executive Order N-29-20 suspending certain elements of the Brown Act would continue to apply through September 30, 2021; and

**WHEREAS**, on September 16, 2021 Governor Newsom signed AB 361, which added subsection (e) to Government Code §54953 of the Brown Act, and makes provision for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code §54953(b)(3), subject to the existence of certain conditions; and

**WHEREAS**, one of the conditions required is that a state of emergency has been declared by the Governor pursuant to Government Code §8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code §8558; and

**WHEREAS**, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

**WHEREAS**, in March 2020, in response to the spread of COVID-19 in the State of California, the Governor Proclaimed a State of Emergency pursuant to Government Code §8625, and issued a number of executive orders aimed at containing the COVID-19 virus, and the County of Los Angeles through various Orders of the Los Angeles County Health Officer, continues to impose or recommend measures to promote social distancing; and

**WHEREAS**, Los Angeles County officials have recommended and imposed measures to promote social distancing, and requiring masks for all regardless of vaccination status in an effort to slow the continuously high levels of transmission of COVID-19 throughout the State and Los Angeles County; and

**WHEREAS**, the Centers for Disease Control and Prevention (“CDC”) continues to recommend physical distancing of at least 6 feet from others outside the household; and

**WHEREAS**, due to the rise in COVID-19 cases caused by the Delta variant, the CRIA is concerned about the health and safety of all individuals of the public who attend public meetings; and

**WHEREAS**, as a consequence of the continued state of emergency, on October 13, 2021, the CRIA Board adopted Resolution No. CRIA 2021-05, and on November 10, 2021, the Board adopted Resolution No. CRIA 2021-06, finding and determining that the CRIA Board would continue to conduct its meetings without compliance with Government Code §54953(b)(3), as authorized by Government Code §54953(e), and that CRIA would continue to comply with the requirements to provide the public with access to all public meetings as prescribed in §54953(e)(2); and

**WHEREAS**, pursuant to the provisions of AB 361, the CRIA Board hereby finds and determines that the findings set forth in Resolution No. CRIA 2021-06 remain, and that it is thereby necessary to continue to conduct its meetings without compliance with Government Code §54953(b)(3), as authorized by Government Code §54953(e).

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

**SECTION 1:** The Board finds that all of the facts set forth in the Recitals are true and correct and are incorporated herein by reference.

**SECTION 2:** The Board hereby considers the existing conditions of the state of emergency, local officials in Los Angeles County have recommended or imposed measures to promote social distancing in connection with COVID-19. Based on these facts, findings, and determinations, the Board authorizes Staff to conduct remote teleconference meetings of the Board, under the provisions of Government Code §54953(e).

**SECTION 4:** The Executive Director is hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution and AB 361, including continuing to conduct open and public meetings in accordance with the Brown Act.

**SECTION 5:** This Resolution shall take effect December 10, 2021 and shall be effective until January 9, 2022, or such time as the Board adopts a subsequent resolution

in accordance with Government Code §54953(e)(3) to extend the time during which the Board may continue to meet by teleconference.

**PASSED, APPROVED AND ADOPTED** by the Civic-Recreational-Industrial Authority (“CRIA”) at a regular meeting held on December 8, 2021, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

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Eric Benavidez, Chairman

**ATTEST:**

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Julie Robles, Secretary