
Civic-Recreational-Industrial Authority



Regular Meeting Agenda
March 9, 2022

9:00 a.m.

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

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

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: 511 019 093#. 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, March 7, 2022, 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 March 9, 2022

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

- 5.2 Consideration of the Register of Demands submitted by CNC Equestrian Management Services for the Industry Hills Expo Center for January 2022

RECOMMENDED ACTION: Receive and file.

- 5.3 Consideration of the minutes of the December 8, 2021 regular meeting and the January 12, 2022 regular meeting

RECOMMENDED ACTION: Approve as submitted.

- 5.4 Presentation of the FY 2021-22 Mid-Year Budget Report and consideration of Resolution No CRIA 2022-03, approving and adopting the Fiscal Year 2021-22 proposed Mid-Year Budget Adjustments, and Fiscal Year 2021-22 Proposed Mid-Year Budget Adjustments for the Capital Improvement Program Budget

RECOMMENDED ACTION: Adopt Resolution No. CRIA-2022-03.

- 5.5 Consideration of Resolution No. CRIA 2022-04 – 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. CRIA 2022-04, continuing the authorization of remote teleconference meetings pursuant to AB 361.

- 5.6 Consideration of Amendment No. 1 to the Professional Services Agreement with IDS Group to provide design services for the Expo Center Fire Alarm System at the Industry Hills Expo Center, extending the term through June 30, 2023, and revising the address for CRIA (MP 01-34 #32)

RECOMMENDED ACTION: Approve the Amendment.

- 5.7 Consideration of Amendment No. 4 to the Professional Services Agreement with IDS Group, Inc., for the Avalon Room Improvements Project (CIP-EXPO-18-017-B)

RECOMMENDED ACTION: Approve the Amendment.

6. **BOARD MATTERS**

- 6.1 Presentation and discussion regarding the Civic-Recreational-Industrial Authority’s Financial Report for December 31, 2021

RECOMMENDED ACTION: Receive and file the report.

- 6.2 Update on the Expo Center

RECOMMENDED ACTION: Receive and file.

7. **EXECUTIVE DIRECTOR COMMUNICATIONS**

8. **AB 1234 REPORTS**

9. **BOARD MEMBER COMMUNICATIONS**

10. Adjournment. Next regular meeting: Wednesday, April 13, 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 March 9, 2022

<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
121	CRIA - CAPITAL IMPROVEMENT	65,493.82
360	INDUSTRY HILLS EXPO OPERATING ACCOUNT	256,355.90
TOTAL ALL FUNDS		321,849.72

<u>BANK</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
WFCK	WELLS FARGO CHECKING	321,849.72

APPROVED PER CITY MANAGER

Civic-Recreational-Industrial Authority
Board Meeting
March 9, 2022

Check	Date		Payee Name	Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking				
11361	03/01/2022		CRIA-EQUESTRIAN CENTER	\$115,000.00
	Invoice	Date	Description	Amount
	JAN-22	03/01/2022	REIMBURSEMENT FOR JANUARY 2022 OPERATING CO	\$115,000.00
11362	03/02/2022		ABSOLUTE INTERNATIONAL SECURIT	\$44,561.61
	Invoice	Date	Description	Amount
	2020104660	03/01/2022	FEBRUARY 2022 SECURITY SVC - EXPO CENTER	\$44,561.61
11363	03/09/2022		CASSO & SPARKS, LLP	\$7,697.03
	Invoice	Date	Description	Amount
	20599	02/14/2022	MAY 2021-NOV 2021 LEGAL SVC - CRIA	\$7,697.03
11364	03/09/2022		CITY OF INDUSTRY	\$814.42
	Invoice	Date	Description	Amount
	2022-00000041	01/31/2022	JAN 2022 FUEL COSTS	\$814.42
11365	03/09/2022		CNC ENGINEERING	\$66,653.41
	Invoice	Date	Description	Amount
	504822	02/24/2022	EXPO-2127 - AVALON ROOM IMPROVEMENTS	\$15,802.50
	504823	02/24/2022	NEW BANQUET FACILITY AT THE EXPO CENTER	\$10,395.00
	504825	02/24/2022	PAVILION UPGRADES - EXPO CENTER	\$505.00
	504826	02/24/2022	EXPO CENTER ALARM SYSTEM UPGRADES	\$525.00
	504827	02/24/2022	EXPO CENTER ALARM SYSTEM UPGRADES	\$2,865.00
	504828	02/24/2022	EXPO CENTER AUDIO/VIDEO UPGRADES	\$100.00
	504829	02/24/2022	EXPO CENTER ELECTRICAL LOADING MASTER PLAN	\$1,210.00
	504830	02/24/2022	EXPO CENTER ROADS REHABILITATION	\$5,745.00
	504831	02/24/2022	GAZEBO AT EXPO CENTER PAVILION BUILDING	\$14,975.91

Civic-Recreational-Industrial Authority
Board Meeting
March 9, 2022

Check	Date		Payee Name	Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking				
	504832	02/24/2022	EXPO CENTER IT INFRASTRUCTURE UPGRADES	\$200.00
	504833	02/24/2022	EXPO CENTER - STANDARDS OF FACILITIES MAINTEN.	\$14,330.00
11366	03/09/2022		ELEVATE PUBLIC AFFAIRS, LLC	\$5,000.00
	Invoice	Date	Description	Amount
	2554	01/28/2022	PROFESSIONAL SVC - DEC 2021	\$5,000.00
11367	03/09/2022		GARCIA'S FENCE CORP	\$6,925.00
	Invoice	Date	Description	Amount
	12233	01/31/2022	REPAIR IRON FENCE - EXPO CENTER	\$1,125.00
	22207	02/03/2022	REPAIR CHAIN LINK FENCE - EXPO CENTER	\$5,800.00
11368	03/09/2022		KLINE'S PLUMBING, INC.	\$12,800.00
	Invoice	Date	Description	Amount
	12220	02/23/2022	REPAIR SEWER LINES - EXPO CENTER	\$12,800.00
11369	03/09/2022		LEIGHTON CONSULTING INC	\$12,380.16
	Invoice	Date	Description	Amount
	48971	01/31/2022	GEOTECHNICAL SVC - EXPO-2133	\$11,560.95
	49293	02/18/2022	GEOTECHNICAL SVC - EXPO-2133	\$819.21
11370	03/09/2022		MX GRAPHICS, INC.	\$10.95
	Invoice	Date	Description	Amount
	25112	02/22/2022	BLUEPRINT SVC - EXPO CENTER	\$10.95
11371	03/09/2022		POLAR KING INTERNATIONAL, INC.	\$18,942.89
	Invoice	Date	Description	Amount

Civic-Recreational-Industrial Authority
Board Meeting
March 9, 2022

Check	Date		Payee Name	Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking				
	S1128636	02/07/2022	WALK IN COOLER UNIT - 16200 TEMPLE AVE	\$18,942.89
11372	03/09/2022		SATSUMA LANDSCAPE & MAINT.	\$27,925.87
	Invoice	Date	Description	Amount
	022EC	02/25/2022	FEBRUARY 2022 LANDSCAPE MAINTENANCE	\$27,925.87
11373	03/09/2022		THE BIG NORWEGIAN	\$1,898.13
	Invoice	Date	Description	Amount
	56729	01/25/2022	REPAIR OIL LEAK - 2000 CASE 570 MXT @ EXPO CENTI	\$1,898.13
11374	03/09/2022		VALLEY VISTA SERVICES, INC	\$450.00
	Invoice	Date	Description	Amount
	0004718895	02/01/2022	IH RODEO STORAGE BOXES - FEB 2022	\$450.00
11375	03/09/2022		VENEKLASEN ASSOCIATES, INC.	\$790.25
	Invoice	Date	Description	Amount
	63057	02/09/2022	DESIGN SVC - EXPO CENTER GRAND ARENA A/V UPGI	\$790.25

Checks	Status	Count	Transaction Amount
	Total	15	\$321,849.72

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 5.2

Industry Hills Expo Center
 Check Detail
 January 2022
 Industry Hills Expo Center - Check Register
 JANUARY

DATE	CHECK #	PAYEE	AMOUNT	DETAILS
01/03/2022	16832	CINTAS	578.12	MATS, MOPS AND UNIFORMS
01/03/2022	16833	CNC EQUESTRIAN MANAGEMENT	66,714.16	CONTRACT LABOR JAN. 2022/MAINT. CREW DEC.2021
01/03/2022	16834	FRONTIER COMMUNICATIONS	34.18	TELEPHONE/INTERNET EXP.
01/03/2022	16835	GRAHAM COMPANY	6,752.50	EMERGENCY LIGHT SYSTEM MAINT.
01/03/2022	16836	HOME DEPOT	248.00	PROPERTY MAINT. EXP.
01/03/2022	16837	JANUS PEST MANAGEMENT, INC.	145.00	PEST CONTROL
01/03/2022	16838	JUAN LOPEZ	871.25	IT SERVICES NOVEMBER 2021
01/03/2022	16839	OFFICE DEPOT	64.74	SUPPLIES EXP.
01/03/2022	16840	OS4 LABOR	299.44	PAYROLL W/E 12/12 & 12/19/21
01/03/2022	16841	PITNEY BOWES-PURCHASE POWER	133.38	POSTAGE
01/03/2022	16842	SATSUMA LANDSCAPE	8,674.00	PROPERTY MAINT. EXP.
01/03/2022	16843	SOUTHERN CALIFORNIA EDISON	2,665.25	UTILITIES EXP.
01/03/2022	16844	TBS CLEANING SERVICE	1,600.00	DEC. 2021 CLEANING EXP.
01/03/2022	16845	XEROX FINANCIAL SERVICES	794.90	XEROX LEASE
01/07/2022	16846	FST SAND & GRAVEL INC.	6,308.91	MATERIAL FOR ARENA SURFACE IMPROVEMENTS
01/10/2022	16847	Benjamin Romero	1,000.22	TEMP. DIVERSION RAIN GUTTERS - EAST OFFICE
01/10/2022	16849	FST SAND & GRAVEL INC.	4,902.99	MATERIAL FOR ARENA SURFACE IMPROVEMENTS
01/20/2022	16850	AT&T	499.30	TELEPHONE EXP.
01/20/2022	16851	Benjamin Romero	520.52	CARPET REMOVAL - EAST OFFICE FLOODED
01/20/2022	16852	COUNTY OF LOS ANGELES FIRE DEPT.	787.96	FSO - RODEO 2021
01/20/2022	16853	DRAGON FIRE PROTECTION CO INC.	533.31	PROPERTY MAINT. EXP.
01/20/2022	16854	MRC SMART TECHNOLOGY SOLUTIONS	188.65	SUPPLIES EXP.
01/20/2022	16855	ROGERS,CLEM & CO.	2,200.00	ACCTG. CONSULTING SERVICES-DECEMBER 2021
01/20/2022	16856	SO CAL GAS	40.87	UTILITIES EXP.
01/20/2022	16857	SOCAL INDUSTRIES	897.20	EQUIPMENT RENTAL
01/20/2022	16858	SPARKLETTS	60.91	SUPPLIES EXP.
01/20/2022	16859	STAPLES Business Advantage	207.34	SUPPLIES EXP.
01/24/2022	16860	MA-031321 CARNAVAL DE MOYOTZINGO	5,500.00	*EVENT CANCELLATION REFUND
01/28/2022	16861	California Dept. of Tax and Fee Admin.	1.00	SALES TAX
01/28/2022	16862	FRONTIER COMMUNICATIONS	493.18	TELEPHONE/INTERNET EXP.
01/28/2022	16863	RESTORATION1 OF THE FOOTHILLS	2,620.00	FLOOD/DEHUMIDIFIER- EAST OFFICE
01/28/2022	16864	TBS CLEANING SERVICE	1,800.00	JAN. 2022 CLEANING EXP.
01/31/2022	16865	MA-052822 ORGANIZACION SANTA MARIA	1,000.00	*EVENT CANCELLATION REFUND
01/31/2022	16866	CINTAS	2,312.48	MATS, MOPS AND UNIFORMS
01/31/2022	16867	CNC EQUESTRIAN MANAGEMENT	48,564.63	CONTRACT LABOR FEB. 2022/AMEX CHGS
01/31/2022	16868	FRONTIER COMMUNICATIONS	170.98	TELEPHONE/INTERNET EXP.
01/31/2022	16869	JANUS PEST MANAGEMENT, INC.	2,063.00	PEST CONTROL
01/31/2022	16870	OFFICE DEPOT	524.76	SUPPLIES EXP.
01/31/2022	16871	PITNEY BOWES-PURCHASE POWER	34.41	POSTAGE
01/31/2022	16872	SPARKLETTS	39.93	SUPPLIES EXP.

Industry Hills Expo Center
Check Detail
January 2022
Industry Hills Expo Center - Check Register
JANUARY

DATE	CHECK #	PAYEE	AMOUNT	DETAILS
01/31/2022	16873	VALLEY VISTA SERVICES, INC.	897.21	ROLL OFF AND DUMP FEES
01/31/2022	16874	XEROX FINANCIAL SERVICES	794.90	XEROX LEASE
01/31/2022	16875	ABI ATTACHMENTS	3,555.00	EQUIPMENT/ARENA RASCAL DRAG
				*INDICATES CANCELLATION DUE TO COVID-19 OUTBREAK
TOTAL			178,094.58	

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 5.3

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
DECEMBER 8, 2021
PAGE 1

The Regular Meeting of the Civic-Recreational-Industrial Authority of the City of Industry, California, was called to order by Chairman Eric Benavidez at 9:03 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: 144 196 075#.

FLAG SALUTE

The flag salute was led by Chairman Benavidez.

ROLL CALL

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

ABSENT: 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 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.

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
DECEMBER 8, 2021
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**5.3 CONSIDERATION OF THE MINUTES OF THE NOVEMBER 10, 2021
REGULAR MEETING**

RECOMMENDED ACTION: *Approve as submitted.*

MOTION BY VICE CHAIRMAN WHITTEMORE AND SECOND BY CHAIRMAN BENAVIDEZ TO APPROVE THE CONSENT CALENDAR. MOTION CARRIED 3-0, BY THE FOLLOWING VOTE:

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

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.*

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

MOTION BY CHAIRMAN BENAVIDEZ AND SECOND BY VICE CHIARMAN WHITTEMORE TO RECEIVE AND FILE THE REPORT. MOTION CARRIED 3-0, BY THE FOLLOWING VOTE:

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

6.2 UPDATE ON THE EXPO CENTER

RECOMMENDED ACTION: *Receive and file.*

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
DECEMBER 8, 2021
PAGE 3

Expo Facility Ops Manager, Cory Moss provided a staff report and was available to answer any questions.

MOTION BY VICE CHAIRMAN WHITTEMORE AND SECOND BY BOARD MEMBER LEE TO RECEIVE AND FILE. MOTION CARRIED 3-0, BY THE FOLLOWING VOTE:

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

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.

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 AMENDMENT. MOTION CARRIED 3-0, BY THE FOLLOWING VOTE:

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

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

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
DECEMBER 8, 2021
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RECOMMENDED ACTION: *Adopt Resolution No. CC 2021-07, continuing the authorization of remote teleconference meetings pursuant to AB 361.*

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

MOTION BY CHAIRMAN BENAVIDEZ AND SECOND BY VICE CHAIRMAN WHITTEMORE TO ADOPT RESOLUTION NO. CC 2021-07, CONTINUING THE AUTHORIZATION OF REMOTE TELECONFERENCE MEETINGS PURSUANT TO AB 361. MOTION CARRIED 3-0, BY THE FOLLOWING VOTE:

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

EXECUTIVE DIRECTOR COMMUNICATIONS

Executive Director Josh Nelson wished everyone a Merry Christmas. The luncheon yesterday was a nice way to get the season started. Hope everyone enjoys their time off with family.

AB1234 REPORTS

General Counsel, Jamie M. Casso, explained the purpose to the Authority of the AB 1234 Reports. The California State Legislators adopted a requirement of all legislative bodies to report any reimbursement received for trips, conferences, or seminars to show openness and transparency of attended events.

BOARD MEMBER COMMUNICATIONS

Board Member Lee announced that the City of Industry and the Purist Group will be hosting the 9th Annual Winter Toy Drive on Saturday, December 11, 2021, from 10am-3pm at the Industry Hills Expo Center. The event brings car enthusiasts and the community together to donate new, unwrapped toys for local children in need. This event is getting more attendance each year and he anticipates thousands of people showing up with many organizations participating including Del Haven, Y.A.L. City of La Puente, and the Los Angeles Sheriff's Department.

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
DECEMBER 8, 2021
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ADJOURNMENT

There being no further business, the Civic-Recreational-Industrial Authority adjourned at 9:18 a.m.

Eric Benavidez, Chairman

Julie Robles, Secretary

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JANUARY 12, 2022
PAGE 1

The Regular Meeting of the Civic-Recreational-Industrial Authority of the City of Industry, California, was called to order by Chairman Eric Benavidez at 9:12 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: 639 631 887#.

FLAG SALUTE

The flag salute was led by Chairman Benavidez.

ROLL CALL

PRESENT: Eric Benavidez, Chairman
Ronald Whittemore, 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 JANUARY 12, 2022

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 NOVEMBER 2021

RECOMMENDED ACTION: Receive and file.

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JANUARY 12, 2022
PAGE 2

5.3 CONSIDERATION OF RESOLUTION NO. CRIA 2022-01 – 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 2022-01, continuing the authorization of remote teleconference meetings pursuant to AB 361.*

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

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

BOARD MATTERS

6.1 PRESENTATION AND DISCUSSION REGARDING THE CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY’S FINANCIAL REPORT FOR OCTOBER 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 BOARD MEMBER LEE TO RECEIVE AND FILE THE REPORT. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JANUARY 12, 2022
PAGE 3

6.2 UPDATE ON THE EXPO CENTER

RECOMMENDED ACTION: *Receive and file.*

Expo Facility Ops Manager, Cory Moss provided a staff report and talked about the dirt footing at the Grand Arena and how sand was being brought in to prepare the ground. Also, she spoke in regard to COVID testing at the Expo Center through the end of the month.

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

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

EXECUTIVE DIRECTOR COMMUNICATIONS

Executive Director Josh Nelson wished everyone a Happy New Year and told the Authority that by the next meeting, he's hoping a fifth member will be added to the Authority.

AB1234 REPORTS

There were none.

BOARD MEMBER COMMUNICATIONS

Board Member Lee thanked everyone that attended the Winter Toy Drive and said it was a successful event. Lots of toys were collected and given to smiling children.

ADJOURNMENT

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

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JANUARY 12, 2022
PAGE 4

Eric Benavidez, Chairman

Julie Robles, Secretary

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 5.4



CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

MEMORANDUM

TO: Honorable Chairman and Board Members

FROM: Joshua Nelson, City Manager *gn*

STAFF: Yamini Pathak, Director of Finance *YR*

DATE: March 10, 2022

SUBJECT: **Presentation of the FY 2021-2022 Mid-Year Budget Report, and Consideration of Resolution No. CRIA 2022-03, approving and adopting the FY 2021-2022 Mid-Year Budget Amendments and The FY 2021-2022 Proposed Mid-Year Budget Amendments for The Capital Improvement Program Budget**

BACKGROUND:

On June 30, 2021, the Civic Recreational Industrial Authority ("CRIA") adopted the FY 2021-2022 ("FY 22") Operating Budget. Throughout the fiscal year, unanticipated revenues and expenditures arise that potentially impact the approved budget, and therefore require budget amendments.

DISCUSSION:

On June 30, 2021, CRIA adopted a budget that included total revenues for CRIA Administration in the amount of \$1,000.00, \$1,177,900.00 of expenditures, and transfers from the City's General Fund to cover any shortfalls. CRIA adopted a budget for the Expo Center that showed \$8,500.00 in revenues and \$1,487,000.00 in expenditures, the shortfall to be subsidized by the City's General Fund.

The FY 22 Mid-Year Budget Update will discuss changes to revenue and expenditures through the halfway point of the year and provide an overview of the FY 21- 22 Proposed Budget Amendments.

- **CRIA-Administration-** The proposed mid-year budget reflects a \$15,900.00 increase for general insurance and bonding expenses.

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

FISCAL IMPACT

CRIA will receive an additional \$15,900.00 in transfers from the City's General Fund to cover expenses for CRIA Administration.

RECOMMENDATION

Staff recommends that the Civic Recreational Industrial Authority receive and file the FY 21-22 Mid-Year Budget Report and adopt Resolution No. CRIA 2022-03, approving the Proposed FY 22 Mid-Year Budget Amendments.

Attachments:

1. Resolution CRIA 2022-03: Resolution Approving and Adopting FY 2021-2022 Proposed Mid-Year Budget Amendments
2. Exhibit A – FY 2021-22 Proposed CRIA Budget
3. Exhibit B – FY 2021-22 Proposed CRIA-Expo Center Transfer In/Out
4. Exhibit C – FY 2021-22 Proposed CRIA-Expo Center Capital Project List

RESOLUTION NO. CRIA 2022-03

A RESOLUTION OF THE CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY APPROVING AND ADOPTING THE FISCAL YEAR 2021-22 PROPOSED MID-YEAR BUDGET AMENDMENTS, AND THE FY 2021-2022 PROPOSED MID-YEAR AMENDEMENTS FOR THE CAPITAL IMPROVEMENT PROGRAM BUDGET

WHEREAS, on June 30, 2021, CRIA adopted its FY 2021-2022 (“FY 22”) Budget;
and

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

WHEREAS, on March 9, 2022, the FY 22 Mid-Year Budget Report was presented to the CRIA Board, which provided an update on CRIA’s fiscal performance through the mid-point of the fiscal year, from July 1, 2021, through December 31, 2021, comparing all revenues and expenditures to the same period in the prior fiscal year and against adopted budget levels; and

WHEREAS, the FY 22 Mid-Year Budget Report also presented an overview of the FY 22 Mid-Year Budget Amendments for the Board’s consideration to approve and amend the FY 22 Adopted Budget.

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

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

Section 2. The CRIA Board received a presentation on the FY 2021-22 Mid-Year Budget Report and hereby receives and files same.

Section 3. The CRIA Board hereby approves the FY 22 Mid-Year Budget Amendments, attached hereto as Exhibit A, and incorporated herein by reference, subject to any necessary allocations by the City of Industry City Council.

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

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

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

Section 7. This Resolution shall be effective immediately.

PASSED, APPROVED AND ADOPTED by the Board of Directors of the Civic Recreational-Industrial Authority, at a regular meeting held on March 9, 2022, by the following vote:

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

Eric Benavidez, Chairman

ATTEST:

Julie Gutierrez-Robles, Secretary

EXHIBIT A

FY 2021-22 Proposed CRIA Budget

(Attached)

CIVIC RECREATIONAL INDUSTRIAL AUTHORITY
 REVENUE/EXPENSES SUMMARY
 MID-YEAR BUDGET UPDATE
 FISCAL YEAR 2021-2022

Exhibit A

<u>Account</u>	<u>Account Description</u>	<u>ADOPTED BUDGET FY 21-22</u>	<u>BUDGET AMENDMENTS</u>	<u>AMENDED BUDGET</u>	<u>MID-YEAR BUDGET AMENDMENTS</u>	<u>PROPOSED AMENDED BUDGET FY 21-22</u>
Fund 360 - CRIA						
	Department 800 - CRIA Administration City					
5012	General Insurance and Bonding	26,000.00	-	26,000.00	15,900.00	41,900.00
	Department 800 - CRIA Administration City Total	26,000.00	-	26,000.00	15,900.00	41,900.00
Fund 360 - CRIA Total						
EXPENSE Total		26,000.00	-	26,000.00	15,900.00	41,900.00

EXHIBIT B

FY 2021-22 Proposed CRIA-Expo Center Transfer In/Out

(Attached)

**CITY OF INDUSTRY
SCHEDULE OF TRANSFERS
MID-YEAR BUDGET UPDATE
FISCAL YEAR 2021-2022**

		<u>TRANSFERS IN</u>	<u>TRANSFERS OUT</u>	Exhibit B <u>MID-YEAR BUDGET AMENDMENTS</u>
1)	CRIA - EXPO CENTER CRIA- CAPITAL PROJECTS (ADMINISTRATIVE)	1,797,400.00	(1,797,400.00)	
2)	CRIA- CAPITAL PROJECTS (ADMINISTRATIVE) CITY GENERAL FUND	4,019,600.00	(4,019,600.00)	15,900.00 (15,900.00)
3)	CITY- IPHMA CITY GENERAL FUND	541,700.00	(541,700.00)	(20,000.00) 20,000.00
4)	CITY DEBT SERVICE CITY GENERAL FUND CITY GENERAL FUND CITY DEBT SERVICE	32,285,000.00 3,109,600.00	(32,285,000.00) (3,109,600.00)	
5)	PUBLIC FACILITIES AUTHORITY CITY DEBT SERVICE	44,649,000.00	(44,649,000.00)	
6)	SA PROJECT 2 SA - LAND	41,644,900.00	(41,644,900.00)	
7)	DEBT SERVICES PROJECT AREA # 1 DEBT SERVICES PROJECT AREA # 2 DEBT SERVICES PROJECT AREA # 3	8,566,000.00	(8,566,000.00)	
		<u>136,613,200.00</u>	<u>(136,613,200.00)</u>	<u>-</u>

EXHIBIT C

FY 2021-22 Proposed CRIA-Expo Center Capital Project List

(Attached)

**CITY OF INDUSTRY
CAPITAL IMPROVEMENT BUDGET
MID-YEAR BUDGET UPDATE
FISCAL YEAR 2021-2022**

CITY		Exhibit C				
Project Description	ADOPTED BUDGET FY 21-22	BUDGET APROPRIATION	AMENDED BUDGET	MID-YEAR BUDGET AMENDMENTS	PROPOSED AMENDED BUDGET FY 21-22	
1 GRADE SEPARATION PROJECTS	755,000.00	-	755,000.00	(160,000.00)	595,000.00	
2 STREET WIDENING, RECONSTRUCTION, RESURFACING AND SLURRY SEAL	18,970,000.00		18,970,000.00	(1,925,000.00)	17,045,000.00	
3 STORM DRAIN IMPROVEMENTS	910,000.00		910,000.00	75,000.00	985,000.00	
4 TRAFFIC SIGNAL IMPROVEMENTS	5,245,000.00		5,245,000.00	1,470,000.00	6,715,000.00	
5 Bridge Widening, Seismic Retrofit, and Preventative Maintenance (City)	815,000		815,000.00		815,000.00	
6 Homestead Museum	650,000		650,000.00		650,000.00	
7 Industry Hills Golf & Convention Facilities (City)	1,020,000		1,020,000.00		1,020,000.00	
8 EL ENCANTO C.I.P.	2,180,000.00	301,937.00	2,481,937.00	(75,000.00)	2,406,937.00	
10 Open Spaces/Tonner Canyon/Tres Hermanos (City)	395,000		395,000.00		395,000.00	
11 Tres Hermanos Ranch Property	315,000		315,000.00		315,000.00	
12 Property Redevelopment & Demo	35,000		35,000.00		35,000.00	
15 MISCELLANEOUS	890,000.00		890,000.00	(125,000.00)	765,000.00	
16 CIVIC CENTER FACILITIES	2,170,000.00		2,170,000.00	70,000.00	2,240,000.00	
17 FACILITIES IMPROVEMENTS	4,750,000.00		4,750,000.00	225,000.00	4,975,000.00	
Total City	39,100,000.00	301,937.00	39,401,937.00	(445,000.00)	38,956,937.00	
CRIA						
Project Description	ADOPTED BUDGET FY 21-22	BUDGET AMENDMENTS	AMENDED BUDGET	MID-YEAR BUDGET AMENDMENTS	PROPOSED AMENDED BUDGET FY 21-22	
9 EXPO CENTER AT INDUSTRY HILLS	7,570,000.00	128,894.00	7,698,894.00	(195,000.00)	7,503,894.00	
Total CRIA	7,570,000.00	128,894.00	7,698,894.00	(195,000.00)	7,503,894.00	
IPUC						
Project Description	ADOPTED BUDGET FY 21-22	BUDGET AMENDMENTS	AMENDED BUDGET	MID-YEAR BUDGET AMENDMENTS	PROPOSED AMENDED BUDGET FY 21-22	
13 IPUC - WATER UTILITY (IPU)	975,000.00		975,000.00	570,000.00	1,545,000.00	
14 IPUC - ELECTRIC UTILITY (IPU)	2,300,000.00		2,300,000.00	(345,000.00)	1,955,000.00	
Total IPUC	3,275,000.00	-	3,275,000.00	225,000.00	3,500,000.00	
IPHMA						
Project Description	ADOPTED BUDGET FY 21-22	BUDGET AMENDMENTS	AMENDED BUDGET	MID-YEAR BUDGET AMENDMENTS	PROPOSED AMENDED BUDGET FY 21-22	
18 IPHMA Capital Improvements	1,000,000.00		1,000,000.00		1,000,000.00	
Total IPHMA	1,000,000.00	-	1,000,000.00	-	1,000,000.00	
	50,945,000.00	430,831.00	51,375,831.00	(415,000.00)	50,960,831.00	

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 5.5

RESOLUTION NO. CRIA 2022-04

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 Omicron variant, 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, the CRIA Board adopted Resolution No. CRIA 2021-05 on October 13, 2021, Resolution No. CRIA 2021-06 on November 10, 2021, Resolution No. CRIA 2021-07 on December 10, 2021, Resolution No. CRIA 2022-01 on January 9, 2022, and Resolution No. CRIA 2022-02 on February 8, 2022, 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 2022-02 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 3: 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 4: This Resolution shall take effect March 10, 2022, and shall be effective until April 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 March 9, 2022, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

Eric Benavidez, Chairman

ATTEST:

Julie Gutierrez-Robles, Secretary

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY


ITEM NO. 5.6



CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

MEMORANDUM

TO: Honorable Chairman Hartmann and Members of the Board

FROM: Joshua Nelson, Executive Director 

STAFF: Tapas Dutta, Program Manager, CNC Engineering

DATE: March 9, 2022

SUBJECT: Consideration of Amendment No. 1 to the Professional Services Agreement with IDS Group to provide design services for the Expo Center Fire Alarm System at the Industry Hills Expo Center, extending the term through June 30, 2023, and revising the address for CRIA (MP 01-34 #32)

Background:

On October 7, 2020, the CRIA Board approved a Professional Services Agreement with IDS Group ("IDS") for an amount not to exceed \$60,680.00, for the design of the Expo Center Fire Alarm System ("Project"), in an amount not to exceed \$60,680.00 through December 31, 2021.

Discussion:

The Project has been delayed due to the inaccessibility of the existing pull boxes that are buried throughout the Expo Center. CRIA's consultant A.D. Wilson has been working to unearth the buried pull boxes and ascertain the condition and configuration of the existing conduits. That work is nearly complete, and IDS can continue its work. The Agreement with IDS expired on December 31, 2021, and it is necessary to extend the Agreement through June 30, 2023, to allow IDS to finish the design services and construction documents and to provide design support during the construction phase. Additionally, it is necessary to revise the address for CRIA.

Fiscal Impact:

There is no fiscal impact associated to this Amendment.

Recommendation:

It is recommended that the CRIA Board approve Amendment No. 1 to the Professional Services Agreement with IDS Group.

Exhibit:

- A. Amendment No. 1 to the Professional Services Agreement with IDS Group dated March 9, 2022
-

JN/TD:jf

EXHIBIT A

Amendment No. 1 to the Professional Services Agreement with IDS Group dated March
9, 2022

[Attached]

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT WITH
IDS GROUP, INC**

This Amendment No. 1 to the Professional Services Agreement (“Agreement”) is made and entered into this 9th day of March 2022, (“Effective Date”) between the Civic-Recreational-Industrial Authority (“CRIA”), a public body, and IDS Group, Inc, a California corporation (“Consultant”). CRIA and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about October 7, 2020, the Agreement was entered into and executed between CRIA and Consultant for architectural design services at Expo Center; and

WHEREAS, the Agreement expired on December 31, 2021, and an extension is needed through June 30, 2023, to allow Consultant to continue providing design services. Additionally, it is necessary to update the address for CRIA; and

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

AMENDMENT

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

1. TERM

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

This Agreement shall commence on January 1, 2022, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2023, unless sooner terminated pursuant to the provisions of this Agreement.

14. NOTICES

Section 14 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
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IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 to the Agreement as of the Effective Date.

“CRIA”

Civic Recreational Industrial Authority

“CONSULTANT”

IDS Group, Inc.

By: _____
Joshua Nelson, Executive Director

By: _____
Rob O’Neil, Principal

Attest:

By: _____
Julie Gutierrez-Robles, Secretary

APPROVED AS TO FORM

By: _____
James M. Casso, General Counsel

EXHIBIT A TO AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT WITH IDS GROUP INC. DATED
OCTOBER 7, 2020

CIVIC RECREATIONAL INDUSTRIAL AUTHORITY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of October 7, 2020 ("Effective Date"), between the Civic-Recreational-Industrial Authority ("CRIA") and IDS Group, Inc., a California corporation ("Consultant"). CRIA and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

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

2. SERVICES

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

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

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

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

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

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

3. MANAGEMENT

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

4. PAYMENT

(a) CRIA agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Sixty Thousand Six Hundred Eighty Dollars (\$60,680.00) 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 represents and warrants that it is aware of the requirements of Assembly Bill 5, Worker Status: Employees and Independent Contractors, effective January 1, 2020, including the provisions set forth in California Labor Code Section 2750.3. Consultant agrees to fully comply with the provisions of AB 5 and Labor Code Section 2750.3. Consultant shall indemnify, defend and hold harmless, CRIA, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Consultant's or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant, failure or alleged failure to comply with the provisions of AB 5 and/or Labor Code Section 2750.3.

10. LEGAL RESPONSIBILITIES

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

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

14. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which

provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

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

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

To Consultant: Rob O'Neil, Principal
IDS Group, Inc.
1 Peters Canyon Road, Suite 130
Irvine, CA 92606

15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

CRIA and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Los Angeles County,

California. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to the Services provided by Consultant under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled.

17. ENTIRE AGREEMENT

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

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

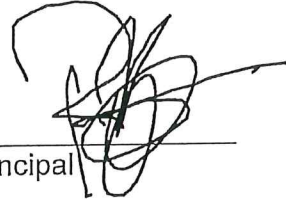
The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.


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


"CRIA"
Civic-Recreational-Industrial Authority

By: 
Troy Helling, Executive Director

"CONSULTANT"
IDS Group

By: 
Rob O'Neil, 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 the design of the Expo Center Fire Alarm System.

Task 1 - Design Documents:

1. Collect and review existing drawings of the building and fire alarm system, including but not limited to the architectural plans, design documents, and relevant fire alarm, and electrical systems.
2. Perform site walkthrough and review the existing fire alarm system and observe issues and deficiencies.
3. Develop architectural backgrounds from pdf as-builts suitable for diagrammatic layout of Fire Alarm system design.
4. Meet with the facility and planning staff to review fire alarm equipment issues, and immediate and future needs.
5. Perform detailed site walkthrough to review implementation of new fire alarm system equipment and devices and note observed issues and deficiencies (4 site visits/ meetings are anticipated during the design phase).
6. Fire Alarm initiating devices to be reviewed include, but are not limited to the following:
 - o Pull Stations
 - o Heat and Smoke Detectors
 - o Smoke Fire Dampers
 - o Duct mounted smoke detectors
 - o Door hold open devices
 - o Fire Sprinkler System flow and tamper switch(s)
 - o Fire suppression systems within food prep areas and or data centers
7. Fire Alarm signally devices to be reviewed include, but are not limited to the following:
 - o Horn and Strobe devices
 - o EVAC (Firemen's control panel phone)
 - o Auto signal to Fire Department
8. Prepare demolition drawings of the existing fire alarm system including all devices, panels and wiring.
9. Re-use existing FA conduit pathways, where feasible.
10. Develop a Basis of Design (BOD) narrative and preliminary cost estimate for new Fire Alarm System and review with facility.
11. Assess options for a phased approach for the replacement of equipment and devices. Propose and review the facility, a construction phasing plan for the replacement and switchover from the existing to the new Fire Alarm System.
12. Assess existing secondary structural framing supporting the fire alarm panel to accommodate the intended replacement.
13. Review with Staff, current stand-by power systems for the Fire Alarm system.
14. Identify the re-use of existing power circuits for new equipment including stand-by power equipment specifications.

Task 2 - Regulatory Review and Approval Set:

1. Participate in plan reviews with agencies having jurisdiction on this project, and make any changes required to the construction documents to obtain required approvals
2. Deliverables:
 - o Administer regulatory review and approval
 - o Package and deliver plans and specifications to regulatory agency as necessary (SFM)
 - o Respond to Questions
 - o Prepare and Update Plans & Specifications for back-check

Task 3 – Bid Set:

1. Prepare "Issue for Bid" set (Plans, Specifications & Estimate)
2. Attend bid walk with CRIA and contractors
3. Respond to RFI's during bid period
4. Provide consultation on bids as requested by CRIA

Task 4 – Construction Administration and Closeout:

Consultant shall provide construction administration as follows:

1. Prepare "Issued for Construction" Set (Plans, Specifications & Estimate)
2. Attend kick off meeting with the selected contractor and participate in construction coordination meetings (assume up to 4 meetings) to address field coordination issues and assist in resolving necessary field modifications
3. Response to RFIs, and review submittals
4. Review the technical contractors' product submittals to check for general conformance with the specifications and to prevent incorrect products or unauthorized product substitutions prior to ordering. This review includes up to two rounds.
5. Conduct site visits in conjunction with the construction coordination meetings to verify the installation is proceeding in general conformance with the contract documents. Produce and issue field observation reports (one per site visit)
6. Punch-list. Prepare a summary of deficiencies and/or items needing correction.
7. Closeout tasks: Review Contractor-produced closeout documents. Close out documents would include cabling test results, As-built drawings, and Operations and Maintenance (O&M) manuals.

Project Exclusions and Assumptions:

- Complete as-built drawings of the architectural, MEP and structural systems will be made available
- Assume that the existing electrical system infrastructure will be able to accommodate the new Fire Alarm System replacement without any upgrades to any of the existing electrical systems
- Design of any new or revisions to HVAC systems is not included
- Drawings to be provided in AutoCAD

The Services include specifications for repair/patching of existing finishes where new Fire Alarm equipment installation work occurs. Any unforeseen conditions that may trigger code and/or upgrades within the new work area is not included.

- Training or establishing training programs to be performed by the fire alarm contractor
- Site surveys and existing building dimensional surveys are excluded from the Services.

- Dimensionally coordination design and/or shop drawings are excluded from the Services. Dimension drawings remain the responsibility of the fire alarm contractor
- As-built REVIT models, record drawings or a conformed set of plans are excluded from the Services
- Engineering design and/or inspection of temporary power that maybe required for fire alarm power is excluded from the Services
- Commissioning and Commissioning Management is excluded from the Services
- Documentation for LEED or other green building certification tools is excluded from the Services
- Revisions to design based on uncovering of existing conditions after completion of design work and changes required due to unanticipated field conditions are excluded from the Services
- Value engineering as may be required after the completion of each design phase to meet budget is excluded from the Services
- Services performed at CRIA's request in connection with peer reviews is excluded from the Services
- Making revisions in drawings, specifications, models or other design documents are excluded from the Services when such revisions are: Inconsistent with approvals or instructions previously given by CRIA, including revisions made necessary by adjustments in CRIA's program or budget; Required by the enactment or revision of codes, laws or regulations during or subsequent to the preparation of the design documents
- Supervision of or responsibility for fire alarm contractor means, methods and sequences of demolition and construction is excluded from the Services
- Review, implementation, monitoring or enforcement of contractor safety programs and procedures is excluded from the Services
- The new Fire Alarm system will be designed to meet applicable ADA requirements, however, any architectural upgrades related to accessibility are not included in the Services.

EXHIBIT B

RATE SCHEDULE

Consultant shall be compensated in accordance with the rates set forth below:

Title	Hourly Rate
Principal	\$190
Associate	\$178
Senior Project Manager	\$168
Project Manager	\$157
Senior Engineer	\$146
Senior Cost Estimator	\$135
Project Engineer	\$135
Design Engineer	\$119
Engineering Designer- BIM	\$103
Designer	\$98
CAD Drafting Engineer	\$87
Office Administration	\$55

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY


ITEM NO. 5.7



CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

MEMORANDUM

TO: Honorable Chairman Benavidez and Members of the Board

FROM: Joshua Nelson, Executive Director 

STAFF: Tapas Dutta, Program Manager, CNC Engineering

DATE: March 9, 2022

SUBJECT: Consideration of Amendment No. 4 to the Professional Services Agreement with IDS Group, Inc., for the Avalon Room Improvements Project (CIP-EXPO-18-017-B))

Background:

On December 13, 2018, the City Council approved a Professional Services Agreement (“Agreement”) with IDS Group, Inc. (“IDS”) for architectural services for the Avalon Room and Patio Café Improvements (“Project”) for an amount not-to-exceed \$226,550.00. The Project entails providing final architectural and engineering construction documents for upgrades to the existing Avalon Room and Patio Café based on the conceptual drawings approved by the Council in 2017. The conceptual drawings were done by a previous consultant.

On February 13, 2020, the City Council approved Amendment No. 1 which revised the scope to include the addition of the design of the Temporary Facility, extended the term through December 31, 2021, and increased compensation in the amount of \$330,606.00. The Temporary Facility was later renamed the New Banquet Facility.

On April 7, 2021, the Board approved Amendment No. 2 which assigned the Agreement from the City to CRIA, given that the work is being performed at the Expo Center, revised the scope to include additional scope for the design of the Avalon Room, extended the term through June 30, 2022, included indemnity language specific to independent contractors, and increased the compensation by \$56,524.00.

On November 11, 2021, the Board approved Amendment No. 3 which extended the term through December 12, 2024, increased the compensation by \$87,592.00, changed the address for CRIA, and updated the scope of services for the New Banquet Facility.

Discussion:

Kazoni, Construction is the contractor selected for the project, and construction activities commenced on February 10, 2022. The Project does not include the Expo Center office area which is contiguous to the Avalon Room. Staff desires to add improvements to the Expo Center office area, including replacing the carpet flooring with tiles, replacing the wallpapered and painted walls with new paint, replacing the six external doorways for enhanced security and upgrading the kitchenette in the conference room. Staff recommends revising the scope of work as set forth above, and authorizing a companion budget increase of \$8,618.00.

Fiscal Impact:

The fiscal impact for Amendment No. 4 is \$8,618 (CIP-EXPO-18-017-B). In the adopted Fiscal Year 2021-2022 Capital Improvement Project budget, \$375,000.00 is budgeted for design work (Account No. 121-713-5130) and no additional appropriation is required.

Recommendation:

Staff recommends that the CRIA Board approve Amendment No. 4 to the Professional Services Agreement with IDS Group, Inc.

Exhibit:

- A. Amendment No. 4 to Professional Services Agreement with IDS Group, Inc. dated March 9, 2022
-

JN/TD:jf

EXHIBIT A

Amendment No. 4 to Professional Services Agreement with IDS Group, Inc. dated
March 9, 2022

[Attached]

AMENDMENT NO. 4
TO PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES
WITH IDS GROUP, INC.

This Amendment No. 4 to the Professional Services Agreement (“Agreement”), is made and entered into this 9th day of March, 2022 (“Effective Date”), between the Civic-Recreational-Industrial Authority (“CRIIA”), a public body, and IDS Group, Inc., a California corporation (“Consultant”). CRIIA and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about December 13, 2018, the Agreement was entered into and executed between the City of Industry (“City”) and Consultant to provide professional services for the Avalon Room and Patio Café Improvement Project; and

WHEREAS, on or about February 13, 2020, Amendment No. 1 was approved to extend the term of the Agreement, amend the scope of services, revise the rate schedule to reflect Consultant’s current rates, and to update the address for the City Attorney; and

WHEREAS, on or about April 7, 2021, Amendment No. 2 was approved to assign the Agreement from the City to CRIIA, extend the term through June 30, 2022, amend the scope of services, and include a companion budget increase of \$56,524.00. Additionally, it was necessary to comply with best practices and include indemnity language specific to independent contractors; and

WHEREAS, on or about November 10, 2021, Amendment No. 3 was approved to amend the scope of services to include additional work, including audio/visual design and information technology system design, extend the term through December 12, 2024, and include a companion budget increase of \$87,592.00. Additionally, it was necessary to update the address for CRIIA; and

WHEREAS, the Parties desire to amend the scope of services to include additional work for the Avalon Room project involving upgrades to the office areas, and provide a companion increase in compensation by \$87,592.00; and

WHEREAS, for the reasons set forth herein, CRIIA and Consultant desire to enter into this Amendment No. 4, 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:

4. PAYMENT

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

CRIA agrees to pay Consultant monthly, in accordance to the payment rates and terms 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 Seven Hundred Nine Thousand, Eight Hundred and Ninety Dollars (\$709,890.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

Exhibit A Scope of Services

The Scope of Services is hereby amended to include the additional services provided in Attachment 1, attached hereto, and incorporated herein by reference.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 4 to the Agreement as of the Effective Date.

“CRIA”
Civic Recreational Industrial Authority

“CONSULTANT”
IDS Group, Inc.

By: _____
Eric Benavidez, Chairman

By: _____
John Silber, Principal Architect

Attest:

By: _____
Julie Gutierrez-Robles, Secretary

APPROVED AS TO FORM

By: _____
James M. Casso, General Counsel

ATTACHMENT 1

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide the following additional architectural design services for the Expo Center office area located contiguous to the Avalon Room building:

- Replacement of existing carpet flooring with new carpet tiles
- Removal of existing wallpapered and painted walls
- New paint specifications for walls
- Replace six external doorways with new doors with enhanced security features
- Upgrade kitchenette in conference room

EXHIBIT A TO AMENDMENT NO. 4:

**PROFESSIONAL SERVICES AGREEMENT WITH IDS GROUP, INC. (DATED
DECEMBER 13, 2018)**

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of December 13, 2018 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and IDS Group, Inc. a California Corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than July 5, 2020, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

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

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

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

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

3. MANAGEMENT

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

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Two Hundred Twenty-Six Thousand Five Hundred and Fifty dollars (\$226,550.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

5. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

6. OWNERSHIP OF DOCUMENTS

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

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

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

7. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

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

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

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

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

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

10. LEGAL RESPONSIBILITIES

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

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

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

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order. (b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

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

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

Attention: City Manager

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

To Consultant:

John Silber, Principal Architect
IDS Group, Inc.
1 Peters Canyon Road, Suite 130.
Irvine, CA 92606

15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

17. ENTIRE AGREEMENT

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

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

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

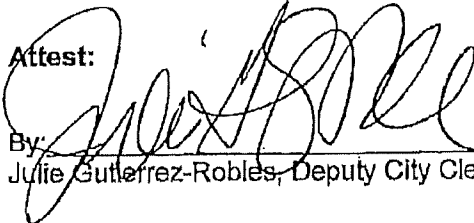
"CITY"
City of Industry

"CONSULTANT"
IDS Group, Inc.

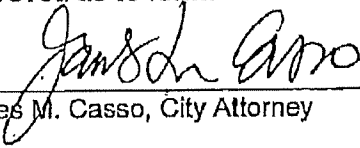
By: 
Troy Helling, City Manager

By: 
John Silber, Principal Architect

Attest:


By:
Julie Gutierrez-Robles, Deputy City Clerk

Approved as to form:

By: 
James M. Casso, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

I. Site Field & Project Scope Verification

Kick-off Meeting: The Consultant will meet with the City to review transition of the project to design development. At this meeting also receive end-user feedback to the existing conceptual design. [Meeting #1]

Field verify existing conditions: the Consultant will make a visual inspection, photograph and make field measurements within the limits of the work proposed.

II. Development of Plans, Specifications, and Estimate (PS&E)

Consultant will develop the project PS&E as follows.

Schematic Design: Revise the schematic design once the existing concept design floor plans are provided to Consultant; revisions will address end-user comments. Where more than one viable solution is identified Consultant will provide up to three (3) alternates. Meet with the City [Meeting #2] to review the revisions proposed to seek City guidance going forward.

Provide to the City's Geotechnical Engineer a scoping document for the Preliminary Geotechnical Report.

Design Development: Prepare Design Development Plans. Consultant will develop the schematic design illustrated by dimensioned building and site plan designs, building cross and transverse sections, exterior elevations, and site plans. Consultant will complete preliminary engineering and design drawings for the building structural, mechanical (plumbing), and electrical systems including lighting. Consultant will submit the Design Development deliverables at a meeting with the City. [Meeting #3]

Construction Documents to "Plans ready for plan check submittal." Consultant will develop construction documents including data, plans and exhibits, applications and documents as needed to obtain all necessary building permits and approvals from The City of Industry.

Detailed construction cost estimate and preliminary construction schedule Consultant will prepare a professional opinion of likely construction costs for the developed design and submitted to the City accompanied by his professional opinion of the likely construction schedule. Consultant's cost estimate for the project will be an itemized "schedule of values." Consultant will present the PS&E progress set and construction estimate and construction schedule at a meeting with the City. [Meeting #4]

Permits and Construction Documents to "permits ready to issue" Consultant will be responsible for necessary coordination for processing the plan review and approvals and make any corrections for comments received and resubmit plans for approvals as necessary, until final approval of plans is received. In addition, Consultant will coordinate

documents with other disciplines providing design (such as civil, landscape, etc.) and approvals, Consultant will coordinate with the City such that the final plans include the City's input and comments.

"Ready to bid" PS&E Package Consultant will prepare complete PS&E bid package ready for bidding. The PS&E design will include providing all necessary services and preparing all necessary plans required for the construction of the project in all detail. Consultant will prepare complete technical specifications for the project. City will provide Administrative Section of the Specifications.

III. Construction Contract Bidding and Negotiation (BN) Phase

Consultant will assist the City with the process of securing bids and negotiating the Construction Contract Award as follows;

Pre-bid Job Walk the Consultant's Project Manager will attend one pre-bid job walk

Bidders' Requests for Information (RFI's) Consultant will prepare written/graphic responses to bidders RFI's interpreting/clarifying the intent drawings and technical specifications

Consultant will review bid costs/schedule of values of 3 low bidders and inform City if the costs are in line with estimates.

IV: Construction Administration Phase

During the construction administration period, Consultant will perform the following services:

Consultant will provide support to City by providing written and/or graphic responses with reasonable promptness clarifying items which relate to the PS&E package prepared by Consultant to written questions submitted to Consultant (RFI's and Architect's Supplemental Instructions).

Review and take other appropriate action with reasonable promptness upon contractor's submittals as shop drawings, product data, and samples, for conformance with the general design concept of the work as provided in the construction contract documents review and approve shop drawings with reasonable promptness to be submitted by the contractor as per the PS&E package;

When requested, attend monthly construction meetings with the City, contractor, and other involved parties.

During the monthly construction meeting observe, evaluate and report to the City upon representative samples of the work and report to the City defects and deficiencies in the work observed during the site reviews.

When requested, review and make recommendations to the City regarding the Contractor's Application(s) for Payment based on the Architect's observation and evaluation of the

progress of the work in the value proportionate to the amount of the construction contract, of work performed and products delivered to the Place of the Work.

Render written findings within a reasonable time, on all claims, disputes and other matters in question between the City and the contractor relating to the execution or performance of the work or the interpretation of the construction contract documents.

Render interpretations and findings consistent with the intent of and reasonably inferable from the construction contract documents; showing partiality to neither the City nor the contractor; but Consultant shall not be liable for the result of any interpretation or finding rendered in good faith in such capacity.

Based on direction from the City, have the authority to reject work which does not conform to the construction contract documents, and whenever, in the Architect's opinion, it is necessary or advisable for the implementation of the intent of the construction contract documents, have the authority to require special inspection or testing of Work, whether or not, such work has been fabricated, installed or completed.

When requested, prepare change orders and change directives for the City's approval and signature in accordance with the construction contract documents.

With the City's approval, have the authority to order minor adjustments in the work which are consistent with the intent of the construction contract documents, when these do not involve an adjustment in the contract price or an extension of the contract time.

V. Meetings

Meetings During the development of PS&E documents the Consultant's Project Manager will attend in person the following meetings. (Individual A/E project team members will attend these meetings via teleconference as needed.)

Additional concept development meetings/workshops with the City provided upon request and authorization as additional services, when approved by the City.

4 meetings provided with the City as listed above.

Presentations to the City Council or other public body provided upon request and authorization as additional services.

EXHIBIT B

RATE SCHEDULE

The following hourly rates shall apply:

Principal	\$190.00
Project Manager	\$135.00
Project Architect	\$135.00
Project Engineer	\$135.00
Cost Estimator	\$135.00
Designer/Draftsperson	\$98.00

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may

arise from or in connection with the performance of the Services hereunder by Consultant, his agents, representatives, employees or subconsultants.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

MEMORANDUM

TO: Honorable Chairman Hartmann and Members of the Board

FROM: Joshua Nelson, Executive Director

STAFF: Tapas Dutta, Program Manager, CNC Engineering

DATE: March 9, 2022

SUBJECT: Consideration of Amendment No. 1 to the Professional Services Agreement with IDS Group to provide design services for the Expo Center Fire Alarm System at the Industry Hills Expo Center, extending the term through June 30, 2023, and revising the address for CRIA (MP 01-34 #32)

Background:

On October 7, 2020, the CRIA Board approved a Professional Services Agreement with IDS Group (“IDS”) for an amount not to exceed \$60,680.00, for the design of the Expo Center Fire Alarm System (“Project”), in an amount not to exceed \$60,680.00 through December 31, 2021.

Discussion:

The Project has been delayed due to the inaccessibility of the existing pull boxes that are buried throughout the Expo Center. CRIA’s consultant A.D. Wilson has been working to unearth the buried pull boxes and ascertain the condition and configuration of the existing conduits. That work is nearly complete, and IDS can continue its work. The Agreement with IDS expired on December 31, 2021, and it is necessary to extend the Agreement through June 30, 2023, to allow IDS to finish the design services and construction documents and to provide design support during the construction phase. Additionally, it is necessary to revise the address for CRIA.

Fiscal Impact:

There is no fiscal impact associated to this Amendment.

Recommendation:

It is recommended that the CRIA Board approve Amendment No. 1 to the Professional Services Agreement with IDS Group.

Exhibit:

- A. Amendment No. 1 to the Professional Services Agreement with IDS Group dated March 9, 2022

JN/TD:jf

EXHIBIT A

Amendment No. 1 to the Professional Services Agreement with IDS Group dated March 9, 2022

[Attached]

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

“CRIA”

Civic Recreational Industrial Authority

“CONSULTANT”

IDS Group, Inc.

By: _____
Joshua Nelson, Executive Director

By: _____
Rob O’Neil, Principal

Attest:

By: _____
Julie Gutierrez-Robles, Secretary

APPROVED AS TO FORM

By: _____
James M. Casso, General Counsel

EXHIBIT A TO AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT WITH IDS GROUP INC. DATED
OCTOBER 7, 2020

CIVIC RECREATIONAL INDUSTRIAL AUTHORITY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of October 7, 2020 ("Effective Date"), between the Civic-Recreational-Industrial Authority ("CRIA") and IDS Group, Inc., a California corporation ("Consultant"). CRIA and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

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

2. SERVICES

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

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

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

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

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

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

3. MANAGEMENT

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

4. PAYMENT

(a) CRIA agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Sixty Thousand Six Hundred Eighty Dollars (\$60,680.00) 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 represents and warrants that it is aware of the requirements of Assembly Bill 5, Worker Status: Employees and Independent Contractors, effective January 1, 2020, including the provisions set forth in California Labor Code Section 2750.3. Consultant agrees to fully comply with the provisions of AB 5 and Labor Code Section 2750.3. Consultant shall indemnify, defend and hold harmless, CRIA, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Consultant's or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant, failure or alleged failure to comply with the provisions of AB 5 and/or Labor Code Section 2750.3.

10. LEGAL RESPONSIBILITIES

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

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

14. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which

provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

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

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

To Consultant: Rob O'Neil, Principal
IDS Group, Inc.
1 Peters Canyon Road, Suite 130
Irvine, CA 92606

15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

CRIA and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Los Angeles County,

California. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to the Services provided by Consultant under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled.

17. ENTIRE AGREEMENT

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

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

“CRIA”

Civic-Recreational-Industrial Authority

By: _____

Troy Helling, Executive Director

“CONSULTANT”

IDS Group

By: _____

Rob O’Neil, 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 the design of the Expo Center Fire Alarm System.

Task 1 - Design Documents:

1. Collect and review existing drawings of the building and fire alarm system, including but not limited to the architectural plans, design documents, and relevant fire alarm, and electrical systems.
2. Perform site walkthrough and review the existing fire alarm system and observe issues and deficiencies.
3. Develop architectural backgrounds from pdf as-builts suitable for diagrammatic layout of Fire Alarm system design.
4. Meet with the facility and planning staff to review fire alarm equipment issues, and immediate and future needs.
5. Perform detailed site walkthrough to review implementation of new fire alarm system equipment and devices and note observed issues and deficiencies (4 site visits/ meetings are anticipated during the design phase).
6. Fire Alarm initiating devices to be reviewed include, but are not limited to the following:
 - o Pull Stations
 - o Heat and Smoke Detectors
 - o Smoke Fire Dampers
 - o Duct mounted smoke detectors
 - o Door hold open devices
 - o Fire Sprinkler System flow and tamper switch(s)
 - o Fire suppression systems within food prep areas and or data centers
7. Fire Alarm signally devices to be reviewed include, but are not limited to the following:
 - o Horn and Strobe devices
 - o EVAC (Firemen's control panel phone)
 - o Auto signal to Fire Department
8. Prepare demolition drawings of the existing fire alarm system including all devices, panels and wiring.
9. Re-use existing FA conduit pathways, where feasible.
10. Develop a Basis of Design (BOD) narrative and preliminary cost estimate for new Fire Alarm System and review with facility.
11. Assess options for a phased approach for the replacement of equipment and devices. Propose and review the facility, a construction phasing plan for the replacement and switchover from the existing to the new Fire Alarm System.
12. Assess existing secondary structural framing supporting the fire alarm panel to accommodate the intended replacement.
13. Review with Staff, current stand-by power systems for the Fire Alarm system.
14. Identify the re-use of existing power circuits for new equipment including stand-by power equipment specifications.

Task 2 - Regulatory Review and Approval Set:

1. Participate in plan reviews with agencies having jurisdiction on this project, and make any changes required to the construction documents to obtain required approvals
2. Deliverables:
 - o Administer regulatory review and approval
 - o Package and deliver plans and specifications to regulatory agency as necessary (SFM)
 - o Respond to Questions
 - o Prepare and Update Plans & Specifications for back-check

Task 3 – Bid Set:

1. Prepare "Issue for Bid" set (Plans, Specifications & Estimate)
2. Attend bid walk with CRIA and contractors
3. Respond to RFI's during bid period
4. Provide consultation on bids as requested by CRIA

Task 4 – Construction Administration and Closeout:

Consultant shall provide construction administration as follows:

1. Prepare "Issued for Construction" Set (Plans, Specifications & Estimate)
2. Attend kick off meeting with the selected contractor and participate in construction coordination meetings (assume up to 4 meetings) to address field coordination issues and assist in resolving necessary field modifications
3. Response to RFIs, and review submittals
4. Review the technical contractors' product submittals to check for general conformance with the specifications and to prevent incorrect products or unauthorized product substitutions prior to ordering. This review includes up to two rounds.
5. Conduct site visits in conjunction with the construction coordination meetings to verify the installation is proceeding in general conformance with the contract documents. Produce and issue field observation reports (one per site visit)
6. Punch-list. Prepare a summary of deficiencies and/or items needing correction.
7. Closeout tasks: Review Contractor-produced closeout documents. Close out documents would include cabling test results, As-built drawings, and Operations and Maintenance (O&M) manuals.

Project Exclusions and Assumptions:

- Complete as-built drawings of the architectural, MEP and structural systems will be made available
- Assume that the existing electrical system infrastructure will be able to accommodate the new Fire Alarm System replacement without any upgrades to any of the existing electrical systems
- Design of any new or revisions to HVAC systems is not included
- Drawings to be provided in AutoCAD

The Services include specifications for repair/patching of existing finishes where new Fire Alarm equipment installation work occurs. Any unforeseen conditions that may trigger code and/or upgrades within the new work area is not included.

- Training or establishing training programs to be performed by the fire alarm contractor
- Site surveys and existing building dimensional surveys are excluded from the Services.

- Dimensionally coordination design and/or shop drawings are excluded from the Services. Dimension drawings remain the responsibility of the fire alarm contractor
- As-built REVIT models, record drawings or a conformed set of plans are excluded from the Services
- Engineering design and/or inspection of temporary power that maybe required for fire alarm power is excluded from the Services
- Commissioning and Commissioning Management is excluded from the Services
- Documentation for LEED or other green building certification tools is excluded from the Services
- Revisions to design based on uncovering of existing conditions after completion of design work and changes required due to unanticipated field conditions are excluded from the Services
- Value engineering as may be required after the completion of each design phase to meet budget is excluded from the Services
- Services performed at CRIA's request in connection with peer reviews is excluded from the Services
- Making revisions in drawings, specifications, models or other design documents are excluded from the Services when such revisions are: Inconsistent with approvals or instructions previously given by CRIA, including revisions made necessary by adjustments in CRIA's program or budget; Required by the enactment or revision of codes, laws or regulations during or subsequent to the preparation of the design documents
- Supervision of or responsibility for fire alarm contractor means, methods and sequences of demolition and construction is excluded from the Services
- Review, implementation, monitoring or enforcement of contractor safety programs and procedures is excluded from the Services
- The new Fire Alarm system will be designed to meet applicable ADA requirements, however, any architectural upgrades related to accessibility are not included in the Services.

EXHIBIT B

RATE SCHEDULE

Consultant shall be compensated in accordance with the rates set forth below:

Title	Hourly Rate
Principal	\$190
Associate	\$178
Senior Project Manager	\$168
Project Manager	\$157
Senior Engineer	\$146
Senior Cost Estimator	\$135
Project Engineer	\$135
Design Engineer	\$119
Engineering Designer- BIM	\$103
Designer	\$98
CAD Drafting Engineer	\$87
Office Administration	\$55

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 6.1



CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

MEMORANDUM

TO: Honorable Chairman and Board Members

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

DATE: March 9, 2022

SUBJECT: Civic-Recreational-Industrial Authority December 31, 2021 Financial Report

Executive Summary:

Due to the pandemic, the Expo Center operations have been severely limited since March 2020. 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 December 31, 2021, the Expo Center generated revenues of \$7,437 and incurred expenses of \$105,230.

For the year to date ended December 31, 2021, the Expo Center generated revenues of \$64,165 and incurred expenses amounted to \$745,280, which represents approximately 50.0% of the budgeted annual expenses of \$1,479,000. Transfers received by the Expo Center amounted to \$597,500 for the year to date period ended December 31, 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 \$44,918 of expenditures during the month of December 2021 and \$581,898 or 49% of year to date expenditures. Year to date transfers from the City of Industry amounted to \$1,000,463, of which \$597,500 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 December 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

December 31, 2021

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

FINANCIAL STATEMENTS

December 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
DECEMBER 31, 2021

Expo Center Operations

During the month ended December 31, 2021, no events were held in The Pavilion or the Avalon Room due to events being limited as a result of the COVID-19 pandemic.

In the Grand Arena we held two events with contracts totaling \$7,411. These events were the Winter Drive and Tjarks Agility.

At December 31, 2021 and 2020, our financial statements reflect the following activity:

<u>Expo Center Operations</u>	Month Ended 12/31/2021	Year To Date 12/31/2021	Annual Budget 2021-2022	% of Annual Budget	Month Ended 12/31/2020	Year To Date 12/31/2020
Total revenues	\$ 7,437	\$ 64,165	\$ 8,500	755%	\$ -	\$ 12,329
Expenses:						
Direct Expo Center expenses	27,044	213,472	437,100	49%	31,181	204,128
General and administrative expenses	78,186	531,808	1,041,900	51%	79,653	507,079
Total direct Expo Center expenses	105,230	745,280	1,479,000	50%	110,834	711,207
Net loss from operations	(97,793)	(681,115)	(1,470,500)	46%	(110,834)	(698,878)
Net loss	\$ (97,793)	\$ (681,115)	\$ (1,470,500)	46%	\$ (110,834)	\$ (698,878)

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

<u>Expo Center Operations</u>	Month Ended 12/31/2021	Month Ended 12/31/2021	Month Ended 12/31/2021	Month Ended 12/31/2021	Month Ended 12/31/2021
	Speedway	Facilities	Grand Arena	General and Admin.	Totals
Total revenues	\$ -	\$ -	\$ 7,411	\$ 26	\$ 7,437
Expenses:					
Direct Expo Center expenses	(475)	15,926	11,593	-	27,044
General and administrative expenses	-	-	-	78,186	78,186
Total direct Expo Center expenses	(475)	15,926	11,593	78,186	105,230
Net (loss) income from operations	475	(15,926)	(4,182)	(78,160)	(97,793)
Net loss for the month ended	\$ 475	\$ (15,926)	\$ (4,182)	\$ (78,160)	\$ (97,793)

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

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

EXECUTIVE SUMMARY
FINANCIAL STATEMENTS
DECEMBER 31, 2021

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

<u>Expo Center Operations</u>	Year To Date	Year To Date	Year To Date	Year To Date	Year To Date
	12/31/2021	12/31/2021	12/31/2021	12/31/2021	12/31/2021
	Speedway	Facilities	Grand Arena	General and Admin.	Totals
Total revenues	\$ -	\$ 692	\$ 62,666	\$ 807	\$ 64,165
Expenses:					
Direct Expo Center expenses	(475)	106,123	107,824	-	213,472
General and administrative expenses	-	-	-	531,808	531,808
Total direct Expo Center expenses	(475)	106,123	107,824	531,808	745,280
Net (loss) income from operations	475	(105,431)	(45,158)	(531,001)	(681,115)
Net loss year to date	\$ 475	\$ (105,431)	\$ (45,158)	\$ (531,001)	\$ (681,115)
<u>Expo Center Operations</u>	Year To Date	Year To Date	Year To Date	Year To Date	Year To Date
	12/31/2020	12/31/2020	12/31/2020	12/31/2020	12/31/2020
	Speedway	Facilities	Grand Arena	General and Admin.	Totals
Total revenues	\$ -	\$ 975	\$ 6,369	\$ 4,985	\$ 12,329
Expenses:					
Direct Expo Center expenses	6,052	105,651	92,426	-	204,129
General and administrative expenses	-	-	-	507,079	507,079
Total direct Expo Center expenses	6,052	105,651	92,426	507,079	711,208
Net loss from operations	(6,052)	(104,676)	(86,057)	(502,094)	(698,879)
Net loss year to date	\$ (6,052)	\$ (104,676)	\$ (86,057)	\$ (502,094)	\$ (698,879)

CRIA Capital Assets

In accordance with GASB 34, the Civic-Recreational-Industrial-Authority (referred to as "CRIA") is required to capitalize and depreciate their capital assets. The capital assets net of accumulated depreciation at December 31, 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 December 31, 2021. It is the accounting policy of 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
DECEMBER 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 December 31, 2021, our financial statements reflect the following activity:

<u>Capital Projects Fund</u>	<u>Month Ended</u> <u>12/31/2021</u>	<u>Year To Date</u> <u>12/31/2021</u>	<u>Annual Budget</u> <u>2021-2022</u>	<u>% of Annual</u> <u>Budget</u>
Total revenues	\$ -	\$ 119	\$ 1,000	12%
Expenditures				
General and administrative expenses	44,918	581,898	1,177,900	49%
Total expenses	<u>44,918</u>	<u>581,898</u>	<u>1,177,900</u>	49%
Excess of expenditures over revenues	<u>\$ (44,918)</u>	<u>\$ (581,779)</u>	<u>\$ (1,176,900)</u>	49%

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

BALANCE SHEET
AS OF DECEMBER 31, 2021

	<u>Capital Projects</u>	<u>Expo Center</u>
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 115,114	\$ 135,531
Investments	83,715	-
Accounts receivable, net	-	282
Prepaid insurance	-	2,168
Inventories	-	22,905
Deposits	-	3,000
Total current assets	<u>198,829</u>	<u>163,886</u>
CAPITAL ASSETS, net	<u>-</u>	<u>5,115,834</u>
Total assets	<u>\$ 198,829</u>	<u>\$ 5,279,720</u>
LIABILITIES AND FUND BALANCE		
CURRENT LIABILITIES:		
Accounts payable	\$ -	\$ 47,522
Advance rental payments	-	33,759
Security deposits	-	19,950
Total current liabilities	<u>-</u>	<u>101,231</u>
FUND BALANCE:		
Fund balance	198,829	5,178,489
Total liabilities and fund balance	<u>\$ 198,829</u>	<u>\$ 5,279,720</u>

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

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

	CAPITAL PROJECTS				EXPO CENTER			
	MONTH ENDED 12/31/2021	YEAR TO DATE 12/31/2021	2021-2022 ANNUAL BUDGET	% OF ANNUAL BUDGET	MONTH ENDED 12/31/2021	YEAR TO DATE 12/31/2021	2021-2022 ANNUAL BUDGET	% OF ANNUAL BUDGET
REVENUES:								
Expo center revenues	\$ -	\$ -	\$ -	0%	\$ 7,437	\$ 64,165	\$ 8,500	755%
Other revenues	-	119	1,000	12%	-	-	-	0%
Total revenues	<u>-</u>	<u>119</u>	<u>1,000</u>	12%	<u>7,437</u>	<u>64,165</u>	<u>8,500</u>	755%
EXPENDITURES:								
Operating expenses	-	-	-		27,044	213,472	437,100	49%
General and administrative expenses	44,918	581,898	1,177,900	49%	78,186	531,808	1,041,900	51%
Total expenses	<u>44,918</u>	<u>581,898</u>	<u>1,177,900</u>	49%	<u>105,230</u>	<u>745,280</u>	<u>1,479,000</u>	50%
EXCESS OF EXPENDITURES OVER REVENUES	(44,918)	(581,779)	(1,176,900)	49%	(97,793)	(681,115)	(1,470,500)	46%
OTHER FINANCING SOURCES, NET	220,000	867,818	-	0%	95,000	597,500	-	0%
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER EXPENDITURES/(EXCESS OF EXPENDITURES OVER REVENUE AND OTHER FINANCING SOURCES)	175,082	286,039	<u><u>\$(1,176,900)</u></u>	-24%	(2,793)	(83,615)	<u><u>\$(1,470,500)</u></u>	6%
Fund balance, beginning	23,747	(87,210)			5,181,282	5,262,104		
Fund balance, ending	<u><u>\$ 198,829</u></u>	<u><u>\$ 198,829</u></u>			<u><u>\$ 5,178,489</u></u>	<u><u>\$ 5,178,489</u></u>		

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

INDUSTRY HILLS EXPO CENTER
 STATEMENT OF CASH FLOWS
FOR THE FIVE MONTHS ENDED DECEMBER 31, 2021

	<u>AMOUNT</u>
CASH FLOWS FROM OPERATING ACTIVITIES	
Net loss before transfers and other credits	\$ (681,115)
Adjustments to reconcile net loss to net cash used in operating activities:	
Change in operating assets and liabilities:	
Accounts receivable, net	(357)
Due from other funds	92,000
Prepaid insurance	6,508
Inventories	423
Accounts payable	(8,604)
Advance rental payments	(20,469)
Security deposits	(5,700)
Net cash used in operating activities	<u>(617,314)</u>
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES	
Other financing sources	<u>597,500</u>
NET CHANGE IN CASH	(19,814)
Cash at July 1, 2021	155,345
Cash at December 31, 2021	<u>\$ <u>135,531</u></u>

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

<u>Expo Center Operations</u>	MONTH ENDED 12/31/2021	YEAR TO DATE 12/31/2021	ANNUAL BUDGET 2021-2022	% OF ANNUAL BUDGET	MONTH ENDED 12/31/2020	YEAR TO DATE 12/31/2020
Revenues						
Facilities rentals	\$ -	\$ -	\$ -	0%	\$ -	\$ 975
Facilities rentals - bar sales	-	692	-	0%	-	-
Facilities - security	-	-	-	0%	-	-
Facilities - food	-	-	-	0%	-	-
Facilities - insurance	-	-	-	0%	-	-
Facilities - other	-	-	-	0%	-	-
Grand Arena - special events rentals	4,000	4,500	-	0%	-	-
Grand Arena - outdoor arena rentals	-	-	-	0%	-	-
Grand Arena - show barn stall rentals	525	13,495	8,000	169%	-	5,090
Grand Arena - shaving sales	-	2,509	500	502%	-	393
Grand Arena - security	-	-	-	0%	-	-
Grand Arena - trailer parking	600	650	-	0%	-	-
Grand Arena - bar sales	-	26,499	-	0%	-	886
Grand Arena - food	-	2,122	-	0%	-	-
Grand Arena - feed sales	-	-	-	0%	-	-
Grand Arena - parking	1,880	11,275	-	0%	-	-
Grand Arena - other	406	1,616	-	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	26	807	-	0%	-	4,985
Total revenues	7,437	64,165	8,500	755%	-	12,329
Expo expenses						
Cost of sales	-	9,833	12,000	82%	2,095	5,730
Bar supplies	-	858	-	0%	-	-
Promotional banquet	-	-	-	0%	-	-
Feed	-	-	-	0%	-	-
Contract labor/wages	25,444	181,381	366,700	49%	25,237	167,978
Furniture/fixtures & equipment	-	-	-	0%	-	-
Facilities - insurance	-	1,000	-	0%	-	1,000
Miscellaneous	-	1,844	2,000	92%	-	-
Promotional	-	-	-	0%	-	-
Property maintenance	-	5,604	12,000	47%	-	1,866
Repairs and maintenance	-	-	-	0%	-	-
Sales tax	-	242	-	0%	-	-
Security - Grand Arena	-	-	-	0%	-	-
Security - Facilities	-	-	-	0%	-	-
Security - Speedway	-	-	-	0%	-	-
Shavings	-	2,491	400	623%	-	(88)
Supplies	2,075	9,400	32,000	29%	2,090	15,754
Equipment rental	-	-	3,000	0%	-	1,337
Special event concessions	-	1,294	-	0%	-	-
Bad debt	-	-	9,000	0%	750	4,500
Speedway- Concessions	-	-	-	0%	-	-
Speedway- Merchandise	-	-	-	0%	-	-
Speedway- Insurance	-	-	-	0%	1,009	6,052
Speedway - Prize money	(475)	(475)	-	0%	-	-
Speedway- Outside services/contract labor	-	-	-	0%	-	-
Total Expo expenses	27,044	213,472	437,100	49%	31,181	204,129
Operating loss before direct						
G & A and CRIA indirect expenses	(19,607)	(149,307)	(428,600)	35%	(31,181)	(191,800)

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

<u>Expo Center Operations</u>	<u>MONTH ENDED</u> <u>12/31/2021</u>	<u>YEAR TO DATE</u> <u>12/31/2021</u>	<u>ANNUAL</u> <u>BUDGET</u> <u>2021-2022</u>	<u>% OF</u> <u>ANNUAL</u> <u>BUDGET</u>	<u>MONTH ENDED</u> <u>12/31/2020</u>	<u>YEAR TO DATE</u> <u>12/31/2020</u>
Direct general and administrative expenses						
Travel and meetings	-	-	-	0%	-	-
Dues, subscriptions, books, etc.	1,988	14,649	23,000	64%	962	8,429
Equipment rental/lease	795	5,311	14,000	38%	709	7,611
Employee training	-	-	-	0%	-	-
Furniture/fixtures & equipment	-	-	200	0%	-	-
Advertising/printing	-	-	3,000	0%	-	-
Telephone	1,038	7,218	16,000	45%	980	8,205
Postage	133	522	600	87%	-	44
Miscellaneous	1,529	3,854	700	551%	362	4,249
Professional services	19,058	138,664	215,000	64%	18,266	103,988
Repairs and equipment	533	533	3,400	16%	-	583
Vehicle expenses	-	14,166	14,000	101%	-	5,364
Insurance and bonds	1,084	6,505	14,000	46%	1,086	6,520
Supplies	2,388	10,674	30,000	36%	1,450	13,934
Contract labor/administrative wages	31,270	196,903	407,000	48%	31,165	195,093
Property maintenance	15,674	82,277	200,000	41%	18,732	97,235
Utilities	2,696	50,532	101,000	50%	5,941	55,824
Total direct general and administrative expenses	<u>78,186</u>	<u>531,808</u>	<u>1,041,900</u>	51%	<u>79,653</u>	<u>507,079</u>
EXCESS OF EXPENDITURES OVER REVENUES	<u>\$ (97,793)</u>	<u>\$ (681,115)</u>	<u>\$ (1,470,500)</u>	46%	<u>\$ (110,834)</u>	<u>\$ (698,879)</u>

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

CAPITAL PROJECTS FUND
SCHEDULE OF REVENUES AND EXPENSES
FOR THE MONTH AND YEAR TO DATE DECEMBER 31, 2021 AND 2020

REVENUES:	MONTH ENDED 12/31/2021	YEAR TO DATE 12/31/2021	ANNUAL BUDGET 2021-2022	% OF ANNUAL BUDGET
Other revenues	\$ -	\$ 119	\$ 1,000	12%
GENERAL AND ADMINISTRATIVE EXPENSES:				
Salaries - board	2,127	15,598	34,100	46%
Medicare/disability	31	226	500	45%
PARS - ARS	80	585	1,300	45%
Professional services	-	117,578	175,000	67%
Accounting	211	717	1,000	72%
Planning, Survey and Design	-	390	-	0%
Small equipment and supplies	-	344	-	0%
Vehicle expenses	-	1,591	3,000	53%
General engineering	-	32,509	60,000	54%
Printing/photography	-	-	1,000	0%
Security	42,469	214,100	455,000	47%
Property maintenance	-	150,195	404,000	37%
Insurance and bonds	-	41,884	26,000	161%
Office expenses	-	144	-	0%
Utilities	-	6,037	17,000	36%
Total general and administrative expenses	<u>44,918</u>	<u>581,898</u>	<u>1,177,900</u>	49%
EXCESS OF EXPENDITURES OVER REVENUES	\$ <u>(44,918)</u>	\$ <u>(581,779)</u>	\$ <u>(1,176,900)</u>	49%

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 6.2

Verbal Presentation – No Backup Material