
Civic-Recreational-Industrial Authority



Regular Meeting Agenda

October 11, 2023

9:00 a.m.

Chairman Eric Benavidez
V. Chairman Ronald Whittemore
Board Member Sean Lee
Board Member Bob Lindsey
Board Member Ronald McPeak

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

- ▶ **Agenda Items:** Members of the public may address the Authority on any matter listed on the Agenda. In order to conduct a timely meeting, there will be a one-minute time limit per person for any matter listed on the Agenda. Anyone wishing to speak to the Authority is asked to complete a Speaker's Card which can be found at the back of the room and at each podium. The completed card should be submitted to the City Clerk prior to the Agenda item being called and prior to the individual being heard by the Authority.
- ▶ **Public Comments (Non-Agenda Items):** Anyone wishing to address the 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 one-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. Anyone wishing to speak to the Authority is asked to complete a Speaker's Card which can be found at the back of the room and at each podium. The completed card should be submitted to the City Clerk prior to the Agenda item being called by the City Clerk and prior to the individual being heard by the Authority.

At the time of publication, no Board Member intends to take part in the meeting remotely under the provisions of AB 2449. Should that change between the time of publication and the start of the meeting, a live webcasting of the meeting will be accessible via the link, meeting ID, and meeting passcode listed below. Whenever possible, an announcement will be made at the start of the meeting via the live webcast to confirm whether or not a Board Member will join remotely. If they will not be joining remotely, then the live webcast will terminate after the announcement.

www.microsoft.com/microsoft-teams/join-a-meeting

Meeting ID: 217 085 138 109

Passcode: JJ8bwS

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[+1 657-204-3264](tel:+16572043264)

Phone Conference ID: 368 866 922#

Americans with Disabilities Act:

- ▶ In compliance with the ADA, if you need special assistance to participate in any City meeting (including assisted listening devices), please contact the City Clerk's Office (626) 333-2211. Notification of at least 48 hours prior to the meeting will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting.

Agendas and other writings:

- ▶ In compliance with SB 343, 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., Friday 8:00 a.m. to 4:00 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.

1. Call to Order
2. Flag Salute
3. AB 2449 Vote on Emergency Circumstances (if necessary)
4. Roll Call
5. Presentations
6. **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.

- 6.1 Consideration of the Register of Demands submitted by the Finance Department for October 11, 2023

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

- 6.2 Consideration of the Register of Demands submitted by CNC Equestrian Management Services for the Industry Hills Expo Center for August 2023

RECOMMENDED ACTION: Receive and file.

7. **ACTION ITEMS**

- 7.1 Consideration of Amendment No. 3 to the Professional Services Agreement with IDS Group, Inc., for design services for the Expo Center Fire Alarm System at the Industry Hills Expo Center, extending the term through June 30, 2025, and increasing compensation by \$40,000.00 (MP 01-34 #32)

RECOMMENDED ACTION: Approve the Amendment.

- 7.2 Presentation and discussion regarding the Civic-Recreational-Industrial Authority's Financial Report for July 31, 2023

RECOMMENDED ACTION: Receive and file the report.

7.3 Update on the Expo Center

RECOMMENDED ACTION:

Receive and file.

8. **PUBLIC HEARING**

9. **CLOSED SESSION**

10. **EXECUTIVE DIRECTOR COMMUNICATIONS**

11. **AB 1234 REPORTS**

12. **BOARD MEMBER COMMUNICATIONS**

13. **PUBLIC COMMENTS**

14. Adjournment. Next regular meeting: Wednesday, November 8, 2023, at 9:00 a.m.

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY


ITEM NO. 6.1

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
AUTHORIZATION FOR PAYMENT OF BILLS
Board Meeting October 11, 2023

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
121	CRIA - CAPITAL IMPROVEMENT	104,609.89
360	INDUSTRY HILLS EXPO OPERATING ACCOUNT	392,576.02
TOTAL ALL FUNDS		497,185.91

<u>BANK</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
WFCK	WELLS FARGO CHECKING	497,185.91
TOTAL ALL BANKS		497,185.91

APPROVED PER EXECUTIVE DIRECTOR



DATE

10/5/23

**Civic-Recreational-Industrial Authority
Board Meeting
October 11, 2023**

Check	Date	Payee Name		Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking				
11777	09/20/2023	VALLEY VISTA SERVICES, INC		\$450.00
	Invoice	Date	Description	Amount
	5349063	09/01/2023	IH RODEO STORAGE BOXES - SEPT 2023	\$450.00
11778	10/04/2023	INDUSTRY PUBLIC UTILITIES		\$5,160.15
	Invoice	Date	Description	Amount
	2024-00000532	09/01/2023	06/16-08/17/23 SVC - MAIN GUARD SHACK	\$121.59
	2024-00000533	09/01/2023	06/16-08/17/23 SVC - GRAND ARENA - E SIDE OF PARKING LOT	\$183.75
	2024-00000534	09/01/2023	06/16-08/17/23 SVC - GRAND ARENA - S SIDE OF PARKING LOT	\$81.68
	2024-00000535	09/01/2023	06/16-08/17/23 SVC - NEAR CAFE @ GRAND EXPO	\$129.01
	2024-00000536	09/01/2023	06/16-08/17/23 SVC - PATIO CAFE	\$56.73
	2024-00000537	09/01/2023	06/16-08/17/23 SVC - GRAND ARENA CAFE	\$261.89
	2024-00000538	09/01/2023	06/16-08/17/23 SVC - SNACK BAR @ GRAND ARENA	\$248.95
	2024-00000539	09/01/2023	06/16-08/17/23 SVC - BUILDING 4-E SIDE PLANTER AREA	\$737.95
	2024-00000540	09/01/2023	06/16-08/17/23 SVC - WATER TOWER @ PAVILION PARKING	\$1,833.31
	2024-00000541	09/01/2023	06/16-08/17/23 SVC - ARENA NEAR BUNKHOUSE	\$160.93
	2024-00000542	09/01/2023	06/16-08/17/23 SVC - EXPO OFFICE	\$242.43
	2024-00000543	09/01/2023	06/16-08/17/23 SVC - BARN D	\$206.57
	2024-00000544	09/01/2023	06/16-08/17/23 SVC - DC @ BARN D	\$93.62
	2024-00000545	09/01/2023	06/16-08/17/23 SVC - BARN E	\$170.71
	2024-00000546	09/01/2023	06/16-08/17/23 SVC - DC @ BARN E	\$93.62
	2024-00000547	09/01/2023	06/16-08/17/23 SVC - BATHROOM @ BARN E	\$216.35
	2024-00000548	09/01/2023	06/16-08/17/23 SVC - HORSE TRAINING AREA BEHIND BUN	\$160.93
	2024-00000549	09/01/2023	06/16-08/17/23 SVC - 1ST GUARD SHACK	\$66.51
	2024-00000550	09/01/2023	06/16-08/17/23 SVC - S SIDE OF BLDG BEHIND GATED ARE	\$93.62

Civic-Recreational-Industrial Authority
Board Meeting
October 11, 2023

Check	Date	Payee Name		Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking				
11779	10/11/2023	CELCO CONSTRUCTION SERVICES INC.		\$1,580.31
	Invoice	Date	Description	Amount
	12047	08/16/2023	EMERGENCY WATER MITIGATION - AVALON @ EXPO	\$1,580.31
11780	10/11/2023	CINTAS CORPORATION LOC 693		\$132.00
	Invoice	Date	Description	Amount
	92336976748	08/01/2023	LEASE FEE FOR AED MACHINE - EXPO CENTER	\$132.00
11781	10/11/2023	CITY OF INDUSTRY		\$1,163.07
	Invoice	Date	Description	Amount
	2024-00000011	08/31/2023	AUGUST 2023 FUEL COSTS	\$1,163.07
11782	10/11/2023	CNC ENGINEERING		\$37,677.50
	Invoice	Date	Description	Amount
	508830	09/28/2023	EXPO CENTER PATIO CAFE DESIGN	\$230.00
	508831	09/28/2023	AVALON ROOM IMPROVEMENTS	\$3,452.50
	508832	09/28/2023	NEW BANQUET FACILITY AT THE EXPO CENTER	\$14,042.50
	508833	09/28/2023	EXPO CENTER ALARM SYSTEM UPGRADES	\$3,080.00
	508834	09/28/2023	EXPO CENTER AUDIO/VIDEO UPGRADES	\$343.75
	508835	09/28/2023	EXPO CENTER ELECTRICAL LOADING MASTER PLAN	\$632.50
	508836	09/28/2023	EXPO CENTER IT INFRASTRUCTURE UPGRADES	\$137.50
	508842	09/28/2023	EXPO CENTER - STANDARDS OF FACILITIES MAINTENANCE	\$1,570.00
	508843	09/28/2023	EXPO CENTER - STANDARDS OF FACILITIES MAINTENANCE	\$14,188.75
11783	10/11/2023	CRIA-EQUESTRIAN CENTER		\$130,000.00

Civic-Recreational-Industrial Authority
Board Meeting
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Check	Date		Payee Name	Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking				
	Invoice	Date	Description	Amount
	AUG-23	09/28/2023	REIMBURSEMENT FOR AUGUST 2023 OPERATING COSTS	\$130,000.00
11784	10/11/2023		CRIA-PAYROLL ACCOUNT	\$4,000.00
	Invoice	Date	Description	Amount
	OCT-23	09/12/2023	REPLENISH PAYROLL ACCOUNT FOR OCTOBER 2023	\$4,000.00
11785	10/11/2023		ESPY'S ELECTRICAL SERVICES INC.	\$750.00
	Invoice	Date	Description	Amount
	1208	09/26/2023	URGENT REPAIR TO LIGHTPOLES - GRAND ARENA CAFE @ EXPO	\$750.00
11786	10/11/2023		FRAZER, LLP	\$3,575.00
	Invoice	Date	Description	Amount
	184699	08/31/2023	PROFESSIONAL SVC - AUGUST 2023	\$3,575.00
11787	10/11/2023		IDS GROUP, INC.	\$8,161.06
	Invoice	Date	Description	Amount
	20X47.00-14	08/31/2023	FIRE ALARM SYSTEM DESIGN - EXPO CENTER	\$2,261.25
	20X47.00-15	09/29/2023	FIRE ALARM SYSTEM DESIGN - EXPO CENTER	\$5,899.81
11788	10/11/2023		INDUSTRY SECURITY SERVICES	\$48,669.92
	Invoice	Date	Description	Amount
	537	09/08/2023	09/01-09/07/23 SECURITY SVC - EXPO CENTER	\$12,888.00
	512	09/01/2023	08/25-08/31/23 SECURITY SVC - EXPO CENTER	\$11,876.56
	567	09/15/2023	09/08-09/14/23 SVC - EXPO CENTER	\$12,028.80
	585	09/22/2023	09/15-09/21/23 SVC - EXPO CENTER	\$11,876.56

**Civic-Recreational-Industrial Authority
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Check	Date		Payee Name	Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking				
11789	10/11/2023		ISSA ELECTRIC, INC.	\$14,626.35
	Invoice	Date	Description	Amount
	#6RET-EXPO-2134	10/01/2023	RETENTION-MISC SITE & DRAINAGE IMPROVEMENT AT AVALON BUILDING	\$14,626.35
11790	10/11/2023		MORTISE & TENON BUILDING CORP	\$371.64
	Invoice	Date	Description	Amount
	156250177	09/25/2023	INSTALL 4 SECURITY BOXES - FRONT OFFICE @ EXPO	\$371.64
11791	10/11/2023		PLACEWORKS	\$239.70
	Invoice	Date	Description	Amount
	82996	08/31/2023	TECHNICAL STUDIES - NEW BANQUET @ EXPO	\$239.70
11792	10/11/2023		SAN GABRIEL VALLEY CONSERVATION &	\$9,568.00
	Invoice	Date	Description	Amount
	20230922 COI	09/27/2023	LANDSCAPE SVC - TRAIL MAINT	\$9,568.00
11793	10/11/2023		THE BIG NORWEGIAN	\$1,992.58
	Invoice	Date	Description	Amount
	57348	08/26/2023	CAR MAINTENANCE - 2000 JOHN DEERE 6400 @ EXPO	\$1,992.58
11794	10/11/2023		VENEKLASSEN ASSOCIATES, INC.	\$59,664.03
	Invoice	Date	Description	Amount
	71661	09/07/2023	DESIGN SVC - EXPO CENTER GRAND ARENA AV UPGRADES	\$35,857.08
	71662	09/07/2023	DESIGN SVC - EXPO CENTER GRAND ARENA AV UPGRADES	\$22,253.20

**Civic-Recreational-Industrial Authority
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Check	Date	Payee Name	Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking			
71682	09/09/2023	DESIGN SVC - EXPO CENTER GRAND ARENA A/V UPGRADES	\$1,182.50
71663R	09/07/2023	DESIGN SVC - EXPO CENTER GRAND ARENA A/V UPGRADES	\$371.25
11795	10/11/2023	WEST COAST ARBORISTS, INC.	\$169,404.60
Invoice	Date	Description	Amount
204328	08/31/2023	TREE MAINTENANCE SVC - EXPO CENTER	\$96,046.10
204742	09/15/2023	TREE MAINTENANCE SVC - EXPO CENTER	\$73,358.50

Checks	Status	Count	Transaction Amount
Total		19	\$497,185.91

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 6.2

Industry Hills Expo Center - Check Register
AUGUST

DATE	CHECK #	PAYEE	AMOUNT	DETAILS
08/06/2023	17831	CAL-MED AMBULANCE	\$2,100.00	AMB SERVICE FOR ARENA EVENT
08/06/2023	17832	CINTAS	\$686.95	MATS, MOPS AND UNIFORMS
08/06/2023	17833	CNC EQUESTRIAN MANAGEMENT	\$43,426.32	CONTRACT LABOR & MONTHLY MNGMT FEE
08/06/2023	17834	FRONTIER COMMUNICATIONS	\$175.98	MONTHLY WIFI CHARGES
08/06/2023	17835	HARBOR DISTRIBUTING,LLC	\$3,436.05	BEVERAGE ORDER/ALC. INVENTORY
08/06/2023	17836	INDUSTRY SECURITY SERVICES, INC.	\$5,641.44	EVENT SECURITY SERVICES
08/06/2023	17837	JAM GOLF CARS	\$4,807.47	VEHICLE MAINT. EXPENSE-GOLF CARTS
08/06/2023	17838	JANUS PEST MANAGEMENT, INC.	\$934.00	PEST CONTROL
08/06/2023	17839	JUAN LOPEZ	\$4,235.00	IT CONSULTING SERVICES-JUNE
08/06/2023	17840	MRC SMART TECHNOLOGY SOLUTIONS	\$224.52	OVERAGE CHG./DOCUMENT COPIES
08/06/2023	17841	OFFICE DEPOT	\$51.34	OFFICE SUPPLIES EXP.
08/06/2023	17842	OS4 LABOR	\$6,245.20	CONTRACT LABOR W/E 07/23 & 07/30
08/06/2023	17843	RANCHO JANITORIAL SUPPLIES	\$3,172.33	PAPER AND CLEANING SUPPLIES
08/06/2023	17844	THE FLY GUY	\$1,784.63	FLY ABATEMENT SYSTEM SUPPLIES
08/06/2023	17845	VALLEY VISTA SERVICES	\$7,209.40	ROLL OFF AND DUMP FEES JULY/AUGUST
08/06/2023	17846	XEROX FINANCIAL SERVICES	\$724.51	MONTHLY LEASE PMT.-XEROX COPIER
08/06/2023	17847	JUAN LOPEZ	\$1,933.75	IT CONSULTING SERVICES-JULY
08/06/2023	17848	ROGERS,CLEM & CO.	\$2,200.00	MONTHLY ACCT'G & CONSULTING EXPENSE-JULY
08/01/2023	17849	PCR CASH	\$1,386.30	REIMBURSE PETY CASH-JULY AUG. RECEIPTS
08/09/2023	17850	PAV-080523 ROSA RIVAS	\$600.00	SECURITY DEPOSIT REFUND
08/11/2023	17851	PAV-080523 ROSA RIVAS	\$313.00	SECURITY DEPOSIT REFUND
08/14/2023	17852	ALARMCO	\$210.00	MONTHLY MONITORING EXPENSE-FIRE SYSTEM
08/14/2023	17853	AT&T	\$565.11	MONTHLY WIRELESS PHONE CHGS
08/14/2023	17854	CNC EQUESTRIAN MANAGEMENT	\$33,298.29	CONTRACT LABOR/SATSUMA-JULY
08/14/2023	17855	INDUSTRY BUSINESS COUNCIL	\$225.00	REG. FEE FOR ANNUAL IBC EXEC. LUNCHEON
08/14/2023	17856	INDUSTRY SECURITY SERVICES, INC.	\$1,031.36	EVENT SECURITY SERVICES
08/14/2023	17857	OFFICE DEPOT	\$4.28	OFFICE SUPPLIES EXP.
08/14/2023	17858	OS4 LABOR	\$3,106.94	CONTRACT LABOR W/E 08/06
08/14/2023	17859	ROBINSONS FLOWERS	\$99.00	FLORAL ARRANGEMENT-OFFICE BDAY
08/14/2023	17860	SO CAL GAS	\$14.79	MONTHLY UTILITY EXPENSE
08/14/2023	17861	SPARKLETTIS	\$1,651.24	BEVERAGE ORDER/ALC. INVENTORY
08/14/2023	17862	SYSCO	\$676.40	BEVERAGE ORDER/ALC. INVENTORY
08/14/2023	17863	VORTEX INDUSTRIES LLC	\$1,668.09	REPAIR DAMAGES TO EXPO MAIN GATE
08/22/2023	17864	PAV-081223 LAURA PEREZ	\$700.00	SECURITY DEPOSIT REFUND
08/22/2023	17865	PAV-081923 ORLANDO CASTELLON	\$700.00	SECURITY DEPOSIT REFUND
08/22/2023	17866	AIRGAS USA, LLC	\$312.51	BAR SUPPLIES EXP.
08/22/2023	17867	ANHEUSER BUSCH SALES OF AMERICA	\$514.05	BEVERAGE ORDER/ALC. INVENTORY
08/22/2023	17868	California Dept. of Tax and Fee Admin.	\$7,854.00	QRTLY SALES TAX-AUG/NOV.
08/22/2023	17869	CINTAS	\$2,027.25	MATS, MOPS AND UNIFORMS
08/22/2023	17870	CNC EQUESTRIAN MANAGEMENT	\$6,694.40	REIMBURSE CNC FOR CC CHARGES-JULY/AUG.
08/22/2023	17871	F.GAVINA & SONS INC.	\$235.11	COFFEE FOR EXPO OFFICE (QRTLY EXP)
08/22/2023	17872	FRONTIER COMMUNICATIONS	\$681.92	MONTHLY PHONE CHARGES-OFFICE LINES
08/22/2023	17873	INDUSTRIAL PIPE & STEEL, LLC	\$903.87	PROPERTY MAINT. EXP
08/22/2023	17874	INDUSTRY SECURITY SERVICES, INC.	\$606.28	EVENT SECURITY SERVICES

08/22/2023	17875	JANUS PEST MANAGEMENT, INC.	\$470.00	PEST CONTROL
08/22/2023	17876	OFFICE DEPOT	\$132.16	OFFICE SUPPLIES EXP.
08/22/2023	17877	OS4 LABOR	\$2,048.63	CONTRACT LABOR W/E 08/13
08/22/2023	17878	PACIFIC PALMS CONFERENCE RESORT	\$4,950.26	DEP. FOR USA BMX HOTEL ACCOMMODATIONS
08/22/2023	17879	PITNEY BOWES-PURCHASE POWER	\$282.67	POSTAGE METER LEASE PMT.
08/22/2023	17880	SOUTHERN CALIFORNIA EDISON	\$29,381.89	MONTHLY UTILITY EXPENSE
08/28/2023	17881	California Dept. of Tax and Fee Admin.	\$4,228.42	PRE-PAY SALES TAX-JULY
08/28/2023	17882	CINTAS	\$675.75	MATS, MOPS AND UNIFORMS
08/28/2023	17883	GRAHAM COMPANY	\$485.00	QRTL Y EMERG. LIGHT SYSTEM INSPE
08/28/2023	17884	HOME DEPOT	\$1,504.98	PROPERTY MAINT. EXP
08/28/2023	17885	INDUSTRY SECURITY SERVICES, INC.	\$5,347.96	EVENT SECURITY SERVICES
08/28/2023	17886	JANUS PEST MANAGEMENT, INC.	\$90.00	PEST CONTROL
08/28/2023	17887	OFFICE DEPOT	\$57.36	OFFICE SUPPLIES EXP.
08/28/2023	17888	OS4 LABOR	\$3,221.84	CONTRACT LABOR W/E 08/20
08/28/2023	17889	SYSCO	\$1,388.41	BEV.& PAPER ORDER/ALC. INVENTORY
08/28/2023	17890	TBS CLEANING SERVICE	\$5,650.00	MONTHLY AND EVENT CLEANING SERVICES
08/29/2023	17891	ADVANCED DOCUMENT SYSTEMS & SUPPLY	\$233.44	REPLACE/RELOAD LAMINATE FILM ROLL
08/29/2023	17892	BRADY INDUSTRIES	\$420.10	CLEANING SUPPLIES EXPENSE
08/29/2023	17893	PCR CASH	\$11,000.00	CASH FOR CHANGE-ARENA EVENTS
08/31/2023	17894	PAV-082723 LAURA GUERRERO	\$700.00	SECURITY DEPOSIT REFUND
08/31/2023	17895	PAV-082723 LAURA GUERRERO	\$825.00	REFUND DUE TO OVERPMT ON ACCOUNT
08/31/2023	17896	ARMOUR MEDICS	\$2,200.00	EMT SERVICES FOR ARENA EVENT
08/31/2023	17897	INDUSTRY SECURITY SERVICES, INC.	\$824.74	EVENT SECURITY SERVICES
08/31/2023	17898	OFFICE DEPOT	\$121.52	OFFICE SUPPLIES EXP.

TOTAL

231,308.21

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 7.1



CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY MEMORANDUM

TO: Honorable Chair and Members of the Board
FROM: Joshua Nelson, Executive Director
STAFF: Mathew Hudson, Engineering Manager; Dev Birla, Senior Energy Adviser, CNC Engineering
DATE: 10/11/2023
SUBJECT: Consideration of Amendment No. 3 to the Professional Services Agreement with IDS Group, Inc., for design services for the Expo Center Fire Alarm System at the Industry Hills Expo Center, extending the term through June 30, 2025, and increasing compensation by \$40,000.00 (MP 01-34 #32)

BACKGROUND

On October 7, 2020, the CRIA Board approved a Professional Services Agreement with IDS Group, Inc. ("IDS") for the design of the Expo Center Fire Alarm System Project ("Project"), in an amount not-to-exceed \$60,680.00 through December 31, 2021. The project was delayed for investigation and field verification of existing substructures such as pull boxes, conduits, etc., by CRIA's contractor, A.D. Wilson, and viability assessment of their potential use for the fire alarm system. On March 9, 2022, the CRIA Board approved Amendment No. 1 which extended the term through June 30, 2023, and revised the address for CRIA. On June 28, 2022, the CRIA Board approved Amendment No. 2 to increase compensation by \$30,000.00, revising the rate schedule and extending the term through June 30, 2024.

DISCUSSION

IDS is working on completing the design for the Project. There is additional work that Staff recommends adding to the scope of work. This includes designing the fire alarm system for the New Banquet Facility and preparing the final plans for review and approval by the Los Angeles County Fire Department. Staff recommends approving Amendment No. 3 to extend the term through June 30, 2025 to allow IDS to complete the additional work, along with an increase in compensation of \$40,000.00.

FISCAL IMPACT

Table 1 - Summary of Costs

Contract Amount	\$60,680.00
Amendment No. 2	\$30,000.00
Amendment No. 3	\$40,000.00
Revised Project Cost	\$130,680.00

The fiscal impact for Amendment No. 3 is \$40,000.00. In the adopted Fiscal Year 2023-2024 Capital Improvement Project budget, \$80,000.00 is budgeted for this project (Account No. 121-713-5130) (MP 01-34 #32) and no additional appropriation is required.

RECOMMENDATION

Staff recommends that the CRIA Board approve Amendment No. 3 to the Professional Services Agreement with IDS.

Attachments

A. Amendment No. 3 to the Professional Services Agreement with IDS Group, Inc., dated October 11, 2023

**AMENDMENT NO. 3
TO PROFESSIONAL SERVICES AGREEMENT WITH
IDS GROUP, INC**

This Amendment No. 3 to the Professional Services Agreement (“Agreement”) is made and entered into this 11th day of October 2023, (“Effective Date”) between the Civic-Recreational-Industrial Authority (“CRIA”), a public body, and IDS Group, Inc. (“Consultant”), a California corporation. 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 the design services for a Fire Alarm System at the Expo Center in an amount not-to-exceed \$60,680.00 with a term through December 31, 2021; and

WHEREAS, the Agreement expired on December 31, 2021, and the completion of project was delayed due to need to investigate and field verify existing substructure by CRIA’s contractor, A.D. Wilson. On or about March 9, 2022, the CRIA Board approved Amendment No. 1, extending the term through June 30, 2023, to allow Consultant to continue providing design services, and amending the address for CRIA; and

WHEREAS, on or about June 28, 2022, Amendment No. 2 was approved to extend the term through June 30, 2024, revise the rate schedule to meet Consultant’s then current rates, and increase compensation by \$30,000.00; and

WHEREAS, the work is ongoing and additional work by the Consultant is needed. The additional scope of services includes designing the fire alarm system for the New Banquet Facility and providing complete plans to be submitted for plan check to the Los Angeles County Fire Department. Staff recommends extending the term though June 30, 2025 to allow for the additional work to be completed, along with an increase in compensation by \$40,000.00; and

WHEREAS, for the reasons set forth herein, CRIA and Consultant desire to enter into this Amendment No. 3, 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 Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2025, unless sooner terminated pursuant to the provisions of this Agreement.

4. PAYMENT

Section 4a second sentence is revised as follows:

This amount shall not exceed One Hundred Thirty Thousand Six Hundred Eighty Dollars (\$130,680.00) 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 revised to include additional work as set forth in Attachment 1, attached hereto, and incorporated herein by reference.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3 to the Agreement as of the Effective Date.

“CRIA”

Civic Recreational Industrial Authority

“CONSULTANT”

IDS Group, Inc.

By: _____
Joshua Nelson, Executive Director

By: _____
Said Hilmy, Principal

Attest:

By: _____
Julie Gutierrez-Robles, Secretary

APPROVED AS TO FORM

By: _____
James M. Casso, General Counsel

ATTACHMENT 1
EXHIBIT A
SCOPE OF SERVICES

The Consultant shall provide additional engineering and design services for the Fire Alarm System project for the New Banquet Facility and to interconnect it to the Expo Center main fire alarm system and prepare documents for a standalone system for the entire Expo Center campus, including the plan check by Los Angeles County Fire Department (“LACFD”). The additional scope of work includes, but is not limited to, the following:

Task 1 - Design Documents:

1. Prepare AutoCAD fire alarm background drawings using the newly developed AutoCAD buildings base files.
2. Determine design conditions, including accessible above ceiling spaces, and determine device locations of the new fire alarm system based on floor plans.
3. Work with CRIA staff to determine underground conduit pathways to the existing FA systems.
4. Review the mechanical drawings to review locations of fans and dampers to coordinate with fire alarm duct detectors.
5. Determine appropriate locations for new fire alarm system elements including the following:
 - a. Main Fire Alarm Control Unit(s)
 - b. Conduit/Wiring
 - c. Slave/Annunciator Panels
 - d. Detection Devices
 - i. Heat detectors
 - ii. Waterflow detectors
 - iii. Smoke detectors
 - iv. Beam detectors
 - v. Flame detectors
 - vi. Duct smoke detectors
 - vii. Manual pull stations
 - e. Notification Appliances
 - i. Speaker/strobes or
 - ii. Horn/strobes
 - f. Booster Power Supplies
 - g. Monitor/Control Modules, including:
 - i. Clean agent systems
 - ii. Halon systems
 - iii. Fire sprinkler systems
 - iv. Fire/smoke dampers
6. Prepare preliminary fire alarm construction drawings and project specifications in accordance with CRIA staff and LACFD.
7. Submit preliminary construction drawings, product datasheets, and specifications to CRIA staff for review and comment. The final submittable drawings will be reviewed and stamped by a licensed California Fire Protection Engineer / approved installer.
8. Attending conference calls, as necessary, with CRIA staff to review the construction drawings and the design intent (One (1) site meeting anticipated for this item).
9. Participate in a pre-bid walk-through to discuss the project with bidders and provide clarification and technical assistance regarding contractors’ questions.

10. Provide preliminary construction drawings to the installation contractor in AUTOCAD drawing format. The installation contractor will use these preliminary construction drawings to develop the final construction drawings for submittal to the appropriate Agency.
11. Provide product datasheets and specifications to the installation contractor for submittal to the appropriate agency.
12. Battery calculations, voltage drop calculations, speaker and/or strobe settings, device wiring requirements, and device addressing shall be reviewed and stamped by the installation contractor, and may use these preliminary construction drawings to develop the final construction drawings for submittal to the appropriate agency.
13. Designing for mass notification requirements is not included in the proposal.
14. Device and control panel wiring schematics shall be reviewed by the installation contractor, and may use these preliminary construction drawings to develop the final construction drawings for submittal to the appropriate agency.
15. Locations of fire protection equipment and devices (i.e., Ansul system(s), tamper/flow switch(es), etc.) shall be provided by Consultant, and shall be reviewed by the installation contractor, and may use these preliminary construction drawings to develop the final construction drawings for submittal to the appropriate agency.
16. The new fire alarm system shall match campus fire alarm system requirements.

B. Construction Administration

17. Provide general consulting regarding the project to CRIA. This consulting may be used for:
 - a. Providing clarifications to CRIA's contractor.
 - b. Mitigating contractor problems and/or conflicts.
 - c. Providing recommendations/solutions.
 - d. Assisting with requests for change orders.
 - e. Shop drawings review.
18. Perform a construction observation survey at the 75 percent stage of construction. The Consultant will provide written observation comments to CRIA staff reflecting items reviewed at the site. One (1) site visit for this item is included, following a final punch list walk and report.

EXHIBIT A TO AMENDMENT NO. 3
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

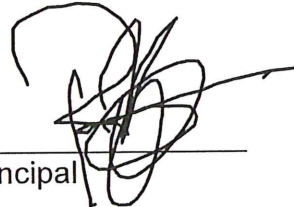
The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

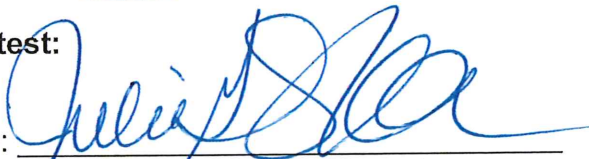
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

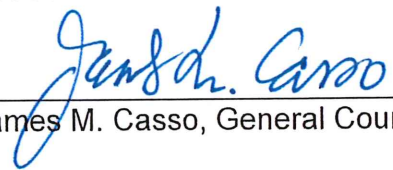
“CRIA”
Civic-Recreational-Industrial Authority

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. 7.2



CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

MEMORANDUM

TO: Honorable Chairman and Board Members

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

DATE: October 11, 2023

SUBJECT: Civic-Recreational-Industrial Authority July 31, 2023 Financial Report

Executive Summary:

Management is continuing to book and hold events depending upon availability of the venue. Prime dates are always in demand. Management has started to book events in 2024.

Expo Center:

For the month ended July 31, 2023, the Expo Center generated revenues of \$199,751, which represents approximately 16% of the budgeted revenues for the year ended June 30, 2024.

Total operating expenses for July 31, 2023 amounted to \$235,107. The expenses represent approximately 10% of the total budgeted expenses for the year ended June 30, 2024.

The expenses are in line with the budgeted amounts for the year ended June 30, 2024.

Capital Projects Fund:

Total budgeted expenditures for the year ended June 30, 2024 amount to \$2,189,000, of which the Fund has incurred \$4,423 of expenditures during the month of July 31, 2023. Month to date transfers from the City of Industry amounted to \$706.

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 July 31, 2023.

Fiscal Impact:

There is no fiscal impact as result of this action.

Recommendation:

Receive and file.

EXHIBIT A

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

FINANCIAL STATEMENTS

July 31, 2023

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

FINANCIAL STATEMENTS

July 31, 2023

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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
July 31, 2023

Expo Center Operations

During the month ended July 31, 2023 total revenues for the Facilities and Grand Arena revenues amounted to \$199,751. There were two events held in the Pavilion, generating \$20,946 in Facilities revenues. Four events were held in the Grand Arena, generating \$178,805 in Grand Arena revenues.

At July 31, 2023 and 2022, our financial statements reflect the following activity:

<u>Expo Center Operations</u>	Month Ended 7/31/2023	Year To Date 7/31/2023	Amended Budget 2023-2024	% of Amended Budget	Month Ended 07/31/2022	Year To Date 07/31/2022
Total revenues	\$ 199,751	\$ 199,751	\$ 1,215,800	16%	\$ 160,493	\$ 160,493
Expenses:						
Direct Expo Center expenses	114,323	114,323	863,300	13%	107,106	107,106
General and administrative expenses	120,784	120,784	1,445,700	8%	161,392	161,392
Total direct Expo Center expenses	235,107	235,107	2,309,000	10%	268,498	268,498
Net (loss) income from operations	(35,356)	(35,356)	(1,093,200)	3%	(108,005)	(108,005)
Net (loss) income	\$ (35,356)	\$ (35,356)	\$ (1,093,200)	3%	\$ (108,005)	\$ (108,005)

Summarized financial information by department for the month ending July 31, 2023 and 2022:

<u>Expo Center Operations</u>	Month Ended 7/31/2023	Month Ended 7/31/2023	Month Ended 7/31/2023	Month Ended 7/31/2023	Month Ended 7/31/2023
	Speedway	Facilities	Grand Arena	General and Admin.	Totals
Total revenues	\$ -	\$ 20,946	\$ 178,805	\$ -	\$ 199,751
Expenses:					
Direct Expo Center expenses	-	34,674	79,649	-	114,323
General and administrative expenses	-	-	-	120,784	120,784
Total direct Expo Center expenses	-	34,674	79,649	120,784	235,107
Net (loss) income from operations	-	(13,728)	99,156	(120,784)	(35,356)
Net (loss) income for the month ended	\$ -	\$ (13,728)	\$ 99,156	\$ (120,784)	\$ (35,356)

<u>Expo Center Operations</u>	Month Ended 7/31/2022	Month Ended 7/31/2022	Month Ended 7/31/2022	Month Ended 7/31/2022	Month Ended 7/31/2022
	Speedway	Facilities	Grand Arena	General and Admin.	Totals
Total revenues	\$ 29,787	\$ 38,559	\$ 92,147	\$ -	\$ 160,493
Expenses:					
Direct Expo Center expenses	7,370	39,072	60,664	-	107,106
General and administrative expenses	-	-	-	161,392	161,392
Total direct Expo Center expenses	7,370	39,072	60,664	161,392	268,498
Net (loss) income from operations	22,417	(513)	31,483	(161,392)	(108,005)
Net (loss) income for the month ended	\$ 22,417	\$ (513)	\$ 31,483	\$ (161,392)	\$ (108,005)

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

EXECUTIVE SUMMARY
 FINANCIAL STATEMENTS
July 31, 2023

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 July 31, 2023 amounted to \$14,982,484. 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 July 31, 2023. It is the accounting policy of CRIA to record annual depreciation expense subsequent to the completion of the June 30, 2024 annual audit.

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 July 31, 2023, our financial statements reflect the following activity:

<u>Capital Projects Fund</u>	<u>Month Ended</u> <u>7/31/2023</u>	<u>Year To Date</u> <u>7/31/2023</u>	<u>Amended Budget</u> <u>2023-2024</u>	<u>% of Amended</u> <u>Budget</u>
Total revenues	\$ -	\$ -	\$ 3,000	0%
Expenditures:				
General and administrative expenses	4,423	4,423	2,189,000	0%
Total expenses	<u>4,423</u>	<u>4,423</u>	<u>2,189,000</u>	0%
Excess of expenditures over revenues	\$ <u>(4,423)</u>	\$ <u>(4,423)</u>	\$ <u>(2,186,000)</u>	0%

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

BALANCE SHEET
AS OF JULY 31, 2023

	<u>Capital Projects</u>	<u>Expo Center</u>
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 210,420	\$ 209,517
Investments	85,283	-
Accounts receivable, net	419	58,081
Prepaid insurance	-	7,870
Inventories	-	39,376
Deposits	-	3,000
Total current assets	<u>296,122</u>	<u>317,844</u>
CAPITAL ASSETS, net		
	<u>-</u>	<u>14,982,484</u>
Total assets	<u>\$ 296,122</u>	<u>\$ 15,300,328</u>
LIABILITIES AND FUND BALANCE		
CURRENT LIABILITIES:		
Accounts payable	\$ 76,538	\$ 37,394
Sales tax payable	-	7,855
Due to other funds	1,035	-
Advance rental payments	-	135,958
Security deposits	-	48,400
Total current liabilities	<u>77,573</u>	<u>229,607</u>
FUND BALANCE:		
Fund balance	<u>218,549</u>	<u>15,070,721</u>
Total liabilities and fund balance	<u>\$ 296,122</u>	<u>\$ 15,300,328</u>

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

STATEMENT OF OPERATIONS
FOR THE MONTH AND YEAR TO DATE ENDED JULY 31, 2023

	CAPITAL PROJECTS				EXPO CENTER			
	MONTH ENDED 7/31/2023	YEAR TO DATE 7/31/2023	2023-2024 ANNUAL BUDGET	% OF ANNUAL BUDGET	MONTH ENDED 7/31/2023	YEAR TO DATE 7/31/2023	2023-2024 ANNUAL BUDGET	% OF ANNUAL BUDGET
REVENUES:								
Expo center revenues	\$ -	\$ -	\$ -	0%	\$ 199,751	\$ 199,751	\$ 1,215,800	16%
Other revenues	-	-	3,000	0%	-	-	-	0%
Total revenues	<u>-</u>	<u>-</u>	<u>3,000</u>	0%	<u>199,751</u>	<u>199,751</u>	<u>1,215,800</u>	16%
EXPENDITURES:								
Operating expenses	-	-	-	0%	114,323	114,323	863,300	13%
General and administrative expenses	4,423	4,423	2,189,000	0%	120,784	120,784	1,445,700	8%
Total expenses	<u>4,423</u>	<u>4,423</u>	<u>2,189,000</u>	0%	<u>235,107</u>	<u>235,107</u>	<u>2,309,000</u>	10%
EXCESS OF EXPENDITURES OVER REVENUES	(4,423)	(4,423)	(2,186,000)	0%	(35,356)	(35,356)	(1,093,200)	3%
OTHER FINANCING SOURCES, NET	<u>706</u>	<u>706</u>	<u>2,936,000</u>	0%	<u>-</u>	<u>-</u>	<u>640,200</u>	0%
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER EXPENDITURES	(3,717)	(3,717)	<u>\$ 750,000</u>	0%	(35,356)	(35,356)	<u>\$ (453,000)</u>	8%
Fund balance, beginning	<u>222,266</u>	<u>222,266</u>			<u>15,106,077</u>	<u>15,106,077</u>		
Fund balance, ending	<u>\$ 218,549</u>	<u>\$ 218,549</u>			<u>\$ 15,070,721</u>	<u>\$ 15,070,721</u>		

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

STATEMENT OF CASH FLOWS
FOR THE MONTH AND YEAR TO DATE ENDED JULY 31, 2023

	<u>AMOUNT</u>
CASH FLOWS FROM OPERATING ACTIVITIES	
Net loss before transfers and other credits	\$ (35,356)
Adjustments to reconcile net loss to net cash used in operating activities:	
Change in operating assets and liabilities:	
Accounts receivable, net	(33,458)
Prepaid insurance	1,124
Inventories	(4,252)
Accounts payable	(611)
Sales tax payable	4,226
Advance rental payments	19,190
Security deposits	2,150
Net cash used in operating activities	<u>(46,987)</u>
NET CHANGE IN CASH	(46,987)
Cash at July 1, 2023	<u>256,504</u>
Cash at July 31, 2023	<u>\$ <u>209,517</u></u>

INDUSTRY HILLS EXPO CENTER
SCHEDULE OF REVENUES AND EXPENSES
FOR THE MONTH AND YEAR TO DATE ENDED JULY 31, 2023 AND 2022

<u>Expo Center Operations</u>	MONTH ENDED 7/31/2023	YEAR TO DATE 7/31/2023	ANNUAL BUDGET 2023-2024	% OF ANNUAL BUDGET	MONTH ENDED 07/31/2022	YEAR TO DATE 07/31/2022
Expo revenues						
Facilities rentals	\$ 9,219	\$ 9,219	\$ 137,000	7%	\$ 17,094	\$ 17,094
Facilities rentals - bar sales	9,701	9,701	127,700	8%	16,354	16,354
Facilities - security	1,826	1,826	26,900	7%	4,101	4,101
Facilities - food	-	-	900	0%	110	110
Facilities - insurance	200	200	3,900	5%	600	600
Facilities - other	-	-	-	0%	300	300
Grand Arena - special events rentals	17,000	17,000	181,000	9%	11,000	11,000
Grand Arena - outdoor arena rentals	-	-	2,800	0%	-	-
Grand Arena - show barn stall rentals	7,945	7,945	65,900	12%	3,300	3,300
Grand Arena - shaving sales	668	668	6,000	11%	96	96
Grand Arena - security	20,448	20,448	42,500	48%	11,975	11,975
Grand Arena - trailer parking	2,050	2,050	12,800	16%	1,275	1,275
Grand Arena - bar sales	73,495	73,495	329,800	22%	25,737	25,737
Grand Arena - food	-	-	7,300	0%	-	-
Grand Arena - parking	31,890	31,890	135,200	24%	24,847	24,847
Grand Arena - other	25,309	25,309	51,300	49%	13,917	13,917
Speedway - bar	-	-	60,700	0%	22,172	22,172
Speedway - parking	-	-	20,900	0%	6,805	6,805
Speedway - other	-	-	2,100	0%	810	810
Total revenues	<u>199,751</u>	<u>199,751</u>	<u>1,214,700</u>	16%	<u>160,493</u>	<u>160,493</u>
Direct general and administrative revenues						
G&A- Other	-	-	1,100	0%	-	-
Expo expenses						
Cost of sales	22,205	22,205	162,700	14%	21,361	21,361
Bar supplies	-	-	6,000	0%	459	459
Contract labor/wages	72,008	72,008	537,100	13%	48,758	48,758
Furniture/fixtures & equipment	-	-	800	0%	-	-
Facilities - insurance	1,000	1,000	1,100	91%	1,000	1,000
Miscellaneous	-	-	5,200	0%	-	-
Promotional	-	-	400	0%	300	300
Property maintenance	1,338	1,338	1,000	134%	-	-
Repairs and maintenance	546	546	-	0%	-	-
Security - Grand Arena	7,455	7,455	62,700	12%	18,520	18,520
Security - Facilities	1,826	1,826	32,300	6%	4,762	4,762
Shavings	530	530	5,600	9%	71	71
Supplies	4,461	4,461	35,600	13%	2,867	2,867
Equipment rental	2,954	2,954	2,200	134%	-	-
Bad debt	-	-	9,900	0%	9,008	9,008
Speedway- outside services/contract labor	-	-	700	0%	-	-
Total Expo expenses	<u>114,323</u>	<u>114,323</u>	<u>863,300</u>	13%	<u>107,106</u>	<u>107,106</u>
Operating net income before direct G & A and CRIA indirect expenses	<u>85,428</u>	<u>85,428</u>	<u>352,500</u>	24%	<u>53,387</u>	<u>53,387</u>
Direct general and administrative expenses						
Travel and meetings	-	-	1,100	0%	-	-
Dues, subscriptions, books, etc.	1,901	1,901	32,900	6%	4,071	4,071
Equipment rental/lease	732	732	12,600	6%	1,633	1,633
Furniture/fixtures & equipment	-	-	900	0%	731	731
Telephone	1,417	1,417	15,500	9%	1,029	1,029
Postage	-	-	1,800	0%	21	21
Miscellaneous	1,342	1,342	26,300	5%	2,207	2,207
Professional services	19,263	19,263	364,800	5%	42,716	42,716
Repairs and equipment	-	-	9,700	0%	-	-
Vehicle expenses	11,471	11,471	15,700	73%	-	-
Insurance and bonds	1,124	1,124	14,400	8%	1,087	1,087
Supplies	3,777	3,777	42,500	9%	3,030	3,030
Contract labor/administrative wages	35,450	35,450	507,500	7%	42,926	42,926
Property maintenance	15,887	15,887	177,100	9%	14,526	14,526
Utilities	28,420	28,420	222,900	13%	47,415	47,415
Total direct general and administrative expenses	<u>120,784</u>	<u>120,784</u>	<u>1,445,700</u>	8%	<u>161,392</u>	<u>161,392</u>
EXCESS OF EXPENDITURES OVER REVENUES	\$ <u>(35,356)</u>	\$ <u>(35,356)</u>	\$ <u>(1,093,200)</u>	3%	\$ <u>(108,005)</u>	\$ <u>(108,005)</u>

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

CAPTIAL PROJECTS FUND
 SCHEDULE OF REVENUES AND EXPENSES
 FOR THE MONTH AND YEAR TO DATE ENDED JULY 31, 2023 AND 2022

REVENUES:	MONTH ENDED 7/31/2023	YEAR TO DATE 7/31/2023	ANNUAL BUDGET 2022-2023	% OF ANNUAL BUDGET
Other revenues	\$ -	\$ -	\$ 3,000	0%
GENERAL AND ADMINISTRATIVE EXPENSES:				
Salaries - board	3,687	3,687	45,000	8%
Payroll taxes	-	-	4,000	0%
Life insurance, state comp, and LTC	-	-	1,000	0%
Medicare/disability	53	53	1,000	5%
PARS - ARS	138	138	2,000	7%
Landscaping	-	-	950,000	0%
Legal	-	-	16,000	0%
Professional services	-	-	235,000	0%
Accounting	95	95	2,000	5%
Planning, survey and design	-	-	1,000	0%
Small equipment and supplies	-	-	1,000	0%
Vehicle expenses	-	-	8,000	0%
General engineering	-	-	200,000	0%
Security	-	-	491,000	0%
Property maintenance	450	450	212,000	0%
Utilities	-	-	20,000	0%
Total general and administrative expenses	4,423	4,423	2,189,000	0%
EXCESS OF EXPENDITURES OVER REVENUES	\$ (4,423)	\$ (4,423)	\$ (2,186,000)	0%

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 7.3

Handout will be provided at the Meeting