
Civic-Recreational-Industrial Authority



SPECIAL Meeting Agenda
February 7, 2024

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 Public Comments (Agenda Items Only): During public comments, if you wish to address the Authority during this Special Meeting, under Government Code Section 54954.3(a), you may only address the Authority concerning any item that has been described in the notice for the Special Meeting. In order to conduct a timely meeting, there will

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: 216 695 456 989

Passcode: XipNmK

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

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

Phone Conference ID: 133 535 328#

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 February 7, 2024

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

- 6.2 Consideration of the minutes of the December 13, 2023 regular meeting and the January 10, 2024 regular meeting

RECOMMENDED ACTION: *Approve as submitted.*

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

RECOMMENDED ACTION: *Receive and file.*

7. **ACTION ITEMS**

- 7.1 Consideration of Amendment No. 1 to the Professional Services Agreement with Alliance Project, Inc. to provide building commissioning services for the proposed New Banquet Facility at the Expo Center extending the term through December 31, 2025, revising the scope of services, increasing compensation by \$6,000.00, and updating the address for CRIA (MP 01-34 #35)

RECOMMENDED ACTION: *Approve the Amendment.*

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

RECOMMENDED ACTION: *Receive and file the report.*

7.3 Update on the Expo Center

RECOMMENDED ACTION: *Receive and file.*

8. **PUBLIC HEARING-NONE**

9. **CLOSED SESSION-NONE**

10. **EXECUTIVE DIRECTOR COMMUNICATIONS**

11. **AB 1234 REPORTS**

12. **BOARD MEMBER COMMUNICATIONS**

13. Adjournment. Next regular meeting: Wednesday, March 13, 2024, at 9:00 a.m.

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

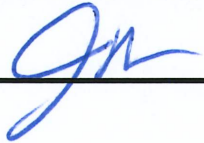
ITEM NO. 6.1

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
AUTHORIZATION FOR PAYMENT OF BILLS
Board Meeting February 7, 2024

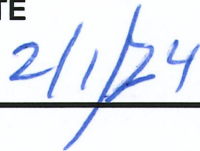
<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
121	CRIA - CAPITAL IMPROVEMENT	95,094.77
360	INDUSTRY HILLS EXPO OPERATING ACCOUNT	202,718.16
TOTAL ALL FUNDS		297,812.93

<u>BANK</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
WFCK	WELLS FARGO CHECKING	297,812.93
TOTAL ALL BANKS		297,812.93

APPROVED PER EXECUTIVE DIRECTOR



DATE



Civic-Recreational-Industrial Authority
Board Meeting
February 7, 2024

Check	Date			Payee Name	Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking					
11862	01/24/2024	INDUSTRY PUBLIC UTILITIES			\$4,338.13
	Invoice	Date	Description	Amount	
	2024-00001207	01/01/2024	10/17-12/18/23 SVC-MAIN GUARD SHACK	\$127.63	
	2024-00001208	01/01/2024	10/17-12/18/23 SVC-GRAND ARENA - E SIDE OF PARKIN	\$185.85	
	2024-00001209	01/01/2024	10/17-12/18/23 SVC-GRAND ARENA - S SIDE OF PARKIN	\$79.78	
	2024-00001210	01/01/2024	10/17-12/18/23 SVC-NEAR CAFE @ GRAND EXPO	\$135.95	
	2024-00001211	01/01/2024	10/17-12/18/23 SVC-PATIO CAFE	\$62.96	
	2024-00001212	01/01/2024	10/17-12/18/23 SVC-GRAND ARENA CAFE	\$287.08	
	2024-00001213	01/01/2024	10/17-12/18/23 SVC-SNACK BAR @ GRAND ARENA	\$250.83	
	2024-00001214	01/01/2024	10/17-12/18/23 SVC-BUILDING 4-E SIDE PLANTER AREA	\$377.18	
	2024-00001215	01/01/2024	10/17-12/18/23 SVC-WATER TOWER @ PAVILION PARKI	\$1,236.36	
	2024-00001216	01/01/2024	10/17-12/18/23 SVC-ARENA NEAR BUNKHOUSE	\$178.63	
	2024-00001217	01/01/2024	10/17-12/18/23 SVC-EXPO OFFICE	\$261.66	
	2024-00001218	01/01/2024	10/17-12/18/23 SVC-BARN D	\$200.29	
	2024-00001219	01/01/2024	10/17-12/18/23 SVC-DC @ BARN D	\$103.92	
	2024-00001220	01/01/2024	10/17-12/18/23 SVC-BARN E	\$182.24	
	2024-00001221	01/01/2024	10/17-12/18/23 SVC-DC @ BARN E	\$103.92	
	2024-00001222	01/01/2024	10/17-12/18/23 SVC-BATHROOM @ BARN E	\$214.73	
	2024-00001223	01/01/2024	10/17-12/18/23 SVC-HORSE TRAINING AREA BEHIND BL	\$178.63	
	2024-00001224	01/01/2024	10/17-12/18/23 SVC-1ST GUARD SHACK	\$66.57	
	2024-00001225	01/01/2024	10/17-12/18/23 SVC-S SIDE OF BLDG BEHIND GATED AF	\$103.92	
11863	01/31/2024	VALLEY VISTA SERVICES, INC			\$450.00
	Invoice	Date	Description	Amount	
	561717	01/31/2024	IH RODEO STORAGE BOXES JAN 2024	\$450.00	

Civic-Recreational-Industrial Authority
Board Meeting
February 7, 2024

Check	Date		Payee Name	Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking				
11864	02/07/2024		CASC ENGINEERING AND CONSULTIN	\$106.00
	Invoice	Date	Description	Amount
	0050385	12/31/2023	MND FOR EXPO CENTER BANQUET FACILITY	\$106.00
11865	02/07/2024		CINTAS CORPORATION LOC 693	\$396.00
	Invoice	Date	Description	Amount
	9249937969	12/01/2023	LEASE FEE FOR AED MACHINE-EXPO CENTER DEC 20:	\$132.00
	9245812399	11/01/2023	LEASE FEE FOR AED MACHINE-EXPO CENTER NOV 20	\$132.00
	9253756488	01/01/2024	LEASE FEE FOR AED MACHINE-EXPO CENTER JAN 20:	\$132.00
11866	02/07/2024		CITY OF INDUSTRY	\$818.04
	Invoice	Date	Description	Amount
	2024-00000035	12/31/2023	DECEMBER 2023 FUEL COSTS	\$818.04
11867	02/07/2024		CNC ENGINEERING	\$24,535.00
	Invoice	Date	Description	Amount
	509549	01/25/2024	EXPO CENTER-STANDARDS OF FACILITY MAINT	\$9,143.75
	509542	01/25/2024	EXPO CENTER IT INFRASTRUCTURE UPGRADES	\$1,352.50
	509541	01/25/2024	EXPO CENTER ELECTRICAL LOADING MASTER PLAN	\$550.00
	509540	01/25/2024	EXPO CENTER-AUDIO/VIDEO UPGRADES	\$5,928.75
	509539	01/25/2024	NEW BANQUET FACILITY @ EXPO CENTER	\$4,622.50
	509538	01/25/2024	AVALON ROOM IMPROVEMENTS	\$2,937.50
11868	02/07/2024		COUNTRY ESTATE FENCE, INC.	\$12,218.57
	Invoice	Date	Description	Amount
	25419	01/08/2024	FENCING MATERIAL & SUPPLIES-EXPO CENTER	\$12,218.57

Civic-Recreational-Industrial Authority
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Check	Date	Payee Name			Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking					
11869	02/07/2024	CRIA-EQUESTRIAN CENTER			\$125,000.00
	Invoice	Date	Description	Amount	
	DEC-23	01/25/2024	REIMBURSEMENT FOR DECEMBER 2023 OPERATING CC	\$125,000.00	
11870	02/07/2024	ELEVATE PUBLIC AFFAIRS, LLC			\$6,000.00
	Invoice	Date	Description	Amount	
	3649	01/19/2024	PROFESSIONAL SVC-DEC 2023	\$6,000.00	
11871	02/07/2024	IDS GROUP, INC.			\$29,989.00
	Invoice	Date	Description	Amount	
	19X002.15-6	12/31/2023	AVALON ROOM/PATIO CAFE-GAS GENERATOR	\$29,989.00	
11872	02/07/2024	INDUSTRY SECURITY SERVICES			\$37,675.64
	Invoice	Date	Description	Amount	
	927	01/05/2024	12/29-1/04/24 SECURITY SVC-EXPO CENTER	\$12,888.00	
	899	12/29/2023	12/22-12/28/23 SECURITY SVC-EXPO CENTER	\$12,787.38	
	946	01/12/2024	1/05-1/11/24 SVC-SECURITY SVC-EXPO CENTER	\$12,000.26	
11873	02/07/2024	KAZONI CONSTRUCTION			\$47,612.02
	Invoice	Date	Description	Amount	
	11-EXPO-2127R	02/01/2024	EXPO CENTER AVALON ROOM IMPRVMENTS-EXPO-2127	\$47,612.02	
11874	02/07/2024	KLINE'S PLUMBING, INC.			\$4,775.00
	Invoice	Date	Description	Amount	
	13231	01/10/2024	WATER MAIN REPAIRS-EXPO BARNIS	\$3,800.00	

Civic-Recreational-Industrial Authority
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Check	Date		Payee Name	Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking				
	13241	01/18/2024	PLUMBING MAINT SVC-EXPO CENTER	\$975.00
11875	02/07/2024		MORTISE & TENON BUILDING CORP	\$673.03
	Invoice	Date	Description	Amount
	156250199	01/03/2024	NEW LOCKING SYSTEM INSTALLED-PATIO CAFE SIDE	\$673.03
11876	02/07/2024		TEMP AIR SYSTEM INC.	\$780.00
	Invoice	Date	Description	Amount
	16922	07/11/2023	WALL INSERT AC UNIT SVC-GRAND ARENA TOWER RC	\$780.00
11877	02/07/2024		VALLEY VISTA SERVICES, INC	\$450.00
	Invoice	Date	Description	Amount
	561714	01/01/2024	IH RODEO STORAGE BOXES JAN 2024	\$450.00
11878	02/07/2024		VENEKLASSEN ASSOCIATES, INC.	\$1,996.50
	Invoice	Date	Description	Amount
	73359	01/10/2024	DESIGN SVC-EXPO CENTER GRAND ARENA A/V UPGR.	\$1,996.50

Checks	Status	Count	Transaction Amount
	Total	17	\$297,812.93

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 6.2

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
DECEMBER 13, 2023
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The Regular Meeting of the Civic-Recreational-Industrial Authority of the City of Industry, California, was called to order by Chairman Eric Benavidez at 9:00 a.m., in the City of Industry Council Chamber, 15651 Mayor Dave Way, California.

FLAG SALUTE

The flag salute was led by Chairman Benavidez.

AB 2449 VOTE ON EMERGENCY CIRCUMSTANCES (IF NECESSARY)

There was no need for AB 2449 vote since there were no Board Members taking part remotely. The webcast was then terminated.

ROLL CALL

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

STAFF PRESENT: Bing Hyun, Assistant Executive Director; James M. Casso, General Counsel; Mat Hudson, Engineering Manager; and Lynn Thompson, Administrative Technician III.

PRESENTATIONS

There were none.

CONSENT CALENDAR

6.1 CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED BY THE FINANCE DEPARTMENT FOR DECEMBER 13, 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

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
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CENTER FOR JUNE 2023 AND OCTOBER 2023

RECOMMENDED ACTION:
Registers of Demand.

Ratify the June and October 2023

6.3 CONSIDERATION OF THE MINUTES OF THE OCTOBER 11, 2023 REGULAR MEETING AND NOVEMBER 8, 2023 REGULAR MEETING

RECOMMENDED ACTION:

Approve the minutes.

There were no public comments.

MOTION BY BOARD MEMBER LINDSEY, AND SECOND BY BOARD MEMBER LEE TO APPROVE THE CONSENT CALENDAR. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

ACTION ITEMS

7.1 CONSIDERATION OF RESOLUTION NO. CRIA 2023-09 – A RESOLUTION OF THE CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY, AMENDING SECTION 3.01 OF ARTICLE III. OF THE CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY JOINT EXERCISE OF POWERS AGREEMENT

RECOMMENDED ACTION:
09.

Adopt Resolution No. CRIA 2023-

General Counsel, James M. Casso, provided a staff report and explained that this resolution would provide more flexibility in reorganizing the IPHMA Board.

There were no public comments.

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
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MOTION BY CHAIRMAN WHITTEMORE AND SECOND BY BOARD MEMBER MCPEAK TO ADOPT RESOLUTION NO. CRIA 2023-09. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

7.2 PRESENTATION AND DISCUSSION REGARDING THE CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY'S FINANCIAL REPORT FOR SEPTEMBER 30, 2023

RECOMMENDED ACTION: Approve as submitted.

Dean Yamagata from Frazier, LLP provided a staff report regarding the Financial Report for September 30, 2023, and was available to answer any questions.

There were no public comments.

MOTION BY BOARD MEMBER MCPEAK AND SECOND BY BOARD MEMBER LEE TO APPROVE AS SUBMITTED. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

7.3 UPDATE ON THE EXPO CENTER

RECOMMENDED ACTION: Receive and file.

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

There were no public comments.

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
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MOTION BY BOARD MEMBER LINDSEY AND SECOND BY CHAIRMAN BENAVIDEZ TO RECEIVE AND FILE. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

PUBLIC HEARING - NONE

CLOSED SESSION - NONE

EXECUTIVE DIRECTOR COMMUNICATIONS

Assistant Executive Director, Bing Hyun, said Executive Director Josh Nelson, sends his regrets for not being here today, as a personal matter came up. He relayed "Merry Christmas and Happy New Year to all".

AB 1234 REPORTS

There were none.

BOARD MEMBER COMMUNICATIONS

Chairman Eric Benavidez wished Cory Moss a happy belated birthday and wished everyone a Merry Christmas and Happy New Year!

PUBLIC COMMENTS

There were none.

ADJOURNMENT

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

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
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Eric Benavidez, Chairman

Julie Gutierrez-Robles, Secretary

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
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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 9:01 a.m., in the City of Industry Council Chamber, 15651 Mayor Dave Way, California.

FLAG SALUTE

The flag salute was led by Chairman Benavidez.

AB 2449 VOTE ON EMERGENCY CIRCUMSTANCES (IF NECESSARY)

There was no need for AB 2449 vote since there were no Board Members taking part remotely. The webcast was then terminated.

ROLL CALL

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

STAFF PRESENT: Josh Nelson, Executive Director; Bing Hyun, Assistant Executive Director; James M. Casso, General Counsel; Cory Moss, Expo Facility Ops Manager; and Julie Gutierrez-Robles, Secretary.

PRESENTATIONS

There were none.

CONSENT CALENDAR

6.1 CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED BY THE FINANCE DEPARTMENT FOR JANUARY 10, 2024

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

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
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Executive Director Josh Nelson mentioned a handout was delivered for the Register of Demands this month, due to the holidays.

6.2 CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED BY CNC EQUESTRIAN MANAGEMENT SERVICES FOR THE INDUSTRY HILLS EXPO CENTER FOR NOVEMBER 30, 2023

RECOMMENDED ACTION: *Receive and file.*

There were no public comments.

MOTION BY VICE CHAIRMAN WHITTEMORE, AND SECOND BY BOARD MEMBER MCPEAK TO APPROVE THE CONSENT CALENDAR. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

ACTION ITEMS

7.1 PRESENTATION AND DISCUSSION REGARDING THE CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY'S FINANCIAL REPORT FOR OCTOBER 31, 2023 AND NOVEMBER 30, 2023

RECOMMENDED ACTION: *Receive and file the report.*

Dean Yamagata from Frazier, LLP provided a staff report regarding the Financial Report for October 31, 2023 and November 30, 2023, and was available to answer any questions.

There were no public comments.

MOTION BY BOARD MEMBER LINDSEY AND SECOND BY CHAIR BENAVIDEZ TO RECEIVE AND FILE THE REPORT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
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AYES: BOARD MEMBERS: LEE, LINDSEY, MCPEAK, V/C
WHITTEMORE, C/BENAVIDEZ
NOES: BOARD MEMBERS: NONE
ABSENT: BOARD MEMBERS: NONE
ABSTAIN: BOARD MEMBERS: NONE

7.2 UPDATE ON THE EXPO CENTER

RECOMMENDED ACTION: *Receive and file.*

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

There were no public comments.

MOTION BY BOARD MEMBER MCPEAK AND SECOND BY VICE CHAIRMAN WHITTEMORE TO RECEIVE AND FILE. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

PUBLIC HEARING - NONE

CLOSED SESSION - NONE

EXECUTIVE DIRECTOR COMMUNICATIONS

Executive Director, Josh Nelson said happy new year and mentioned in the coming months, we plan on reviewing the cost associated with CRIA vs. City Council to be sure we are allocating expenses properly.

AB 1234 REPORTS

There were none.

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
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BOARD MEMBER COMMUNICATIONS

Chair Eric Benavidez thanked Board Member Sean Lee for the toy drive at Expo Center. It was fabulous and asked Sean Lee to say a few words.

Board Member Sean Lee said this event has grown enormously and it was his goal this year to hand deliver gifts himself to children that are very ill, especially those that are most likely having their last Christmas. This was very meaningful to a particular little girl and her family. We delivered lots of toys for the community children and thanked everyone who participated in this cause.

Expo Facility Ops Manager, Cory Moss mentioned that this event would not have started had it not been for Carol Perez, who set up the very first event. Cheers to Carol!

PUBLIC COMMENTS

There were none.

ADJOURNMENT

There being no further business, the Civic-Recreational-Industrial Authority adjourned at 9:15 a.m.

Eric Benavidez, Chairman

Julie Gutierrez-Robles, Secretary

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 6.3

Backup Material will be provided Prior to Meeting

*CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
FEBRUARY 7, 2024*

ITEM NO. 6.3
HAND-OUT

Industry Hills Expo Center - Check Register

DATE	CHECK #	PAYEE	AMOUNT	DETAILS
12/06/2023	18073	CNC EQUESTRIAN MANAGEMENT	\$77,030.86	CONT. LABOR(EXPO & SATSUMA)MNGMT FEE- DEC.
12/06/2023	18074	FRONTIER COMMUNICATIONS	\$175.98	INTERNET/WIFI EXPENSE DEC/JAN
12/06/2023	18075	HARBOR DISTRIBUTING,LLC	\$1,617.00	BEVERAGE ORDER/ALCOHOL INVENTORY
12/06/2023	18076	INDUSTRY SECURITY SERVICES, INC.	\$1,515.22	EVENT SECURITY SERVICES
12/06/2023	18077	JANUS PEST MANAGEMENT, INC.	\$959.00	PEST CONTROL SERVICES
12/06/2023	18078	OS4 LABOR	\$1,217.86	CONTRACT LABOR W/E 112623
12/06/2023	18079	SATSUMA LANDSCAPE	\$9,375.31	MONTHLY FAC. LANDSCAPE EXPENSE-NOV.
12/06/2023	18080	SOUTHERN CALIFORNIA EDISON	\$18,747.96	MONTHLY UTILITY EXPENSE OCT-NOV.
12/06/2023	18081	SOUTHERN GLAZER'S OF CA SOUTH	\$1,808.24	BEVERAGE ORDER/ALCOHOL INVENTORY
12/06/2023	18082	SPARKLETTS	\$137.41	3 & 5 GAL.WATER JUGS FOR OFFICE WATER COOLERS
12/06/2023	18083	THE FLY GUY	\$446.58	FLY ABATEMENT MATERIAL FOR BARNs
12/06/2023	18084	VALLEY VISTA SERVICES	\$6,504.40	ROLL-OFF & DUMP FEES
12/06/2023	18085	XEROX FINANCIAL SERVICES	\$1,026.80	MONTHLY COPIER LEASE PMT.
12/06/2023	18086	FRONTIER COMMUNICATIONS	\$180.82	INTERNET/WIFI EXPENSE NOV/DEC
12/09/2023	18087	PAV-120223 LOU VILLALVAZO	\$700.00	SEC. DEPOSIT REFUND
12/09/2023	18088	AR-120223 JIMMIE MANDUJANO	\$400.00	SEC. DEPOSIT REFUND
12/09/2023	18089	PAV-120723 LASD PICO RIVERA STATION	\$700.00	SEC. DEPOSIT REFUND
12/13/2023	18090	AR-120923 MARIA CARRANZA	\$400.00	SEC. DEPOSIT REFUND
12/13/2023	18091	PAV-120923 DAVID DIAZ	\$700.00	SEC. DEPOSIT REFUND
12/14/2023	18092	ANHEUSER BUSCH SALES OF AMERICA	\$362.70	BEVERAGE ORDER/ALCOHOL INVENTORY
12/14/2023	18093	AT&T	\$567.98	MONTHLY PHONE SERVICE
12/14/2023	18094	CINTAS	\$790.98	MATS, MOPS AND UNIFORMS
12/14/2023	18095	CNC EQUESTRIAN MANAGEMENT	\$28,426.32	CONTRACT LABOR MONTHLY SALARIES-JAN.
12/14/2023	18096	GRAHAM COMPANY	\$1,077.85	REPLACE FAN- EMERG. LIGHT SYSTEM ARENA
12/14/2023	18097	HARBOR DISTRIBUTING,LLC	\$1,316.90	BEVERAGE ORDER/ALCOHOL INVENTORY
12/14/2023	18098	INDUSTRY SECURITY SERVICES, INC.	\$22,278.50	EVENT SECURITY SERVICES
12/14/2023	18099	JANUS PEST MANAGEMENT, INC.	\$1,104.00	PEST CONTROL SERVICES
12/14/2023	18100	JUAN LOPEZ	\$3,350.00	IT MAINT.& CONSULTING SERVICE
12/14/2023	18101	OFFICE DEPOT	\$15.38	OFFICE SUPPLIES EXP.
12/14/2023	18102	OS4 LABOR	\$2,522.73	CONTRACT LABOR W/E 120323
12/14/2023	18103	ROBINSONS FLOWERS	\$126.50	SYMPATHY ARRANGEMENT-KNEUBUHLER FAMILY
12/14/2023	18104	ROGERS,CLEM & CO.	\$2,200.00	ACCT'G & CONSULTING SERVICES
12/14/2023	18105	SO CAL GAS	\$16.27	MONTHLY UTILITY EXPENSE NOV.
12/14/2023	18106	SOUTHERN GLAZER'S OF CA SOUTH	\$3,754.62	BEVERAGE ORDER/ALCOHOL INVENTORY
12/14/2023	18107	SYSCO	\$1,479.35	BEVERAGE ORDER/ALCOHOL INVENTORY
12/14/2023	18108	CNC EQUESTRIAN MANAGEMENT	\$3,110.32	REIMBURSE FOR AMEX PURCHASES
12/14/2023	18109	CNC EQUESTRIAN MANAGEMENT	\$15,000.00	MONTHLY MANAGEMENT FEE.-JAN
12/14/2023	18110	PCR CASH	\$2,064.56	REPLENISH PETTY CASH-NOV. RECEIPTS
12/18/2023	18111	VY-TBD 1ST ANNUAL VETRANS BENEFIT TRAI	\$1,000.00	SEC. DEPOSIT REFUND
12/18/2023	18112	AR-121523 GLENN FERDINAND	\$400.00	SEC. DEPOSIT REFUND
12/18/2023	18113	AR-121623 MAY MARTINEZ	\$400.00	SEC. DEPOSIT REFUND
12/20/2023	18114	BRADY INDUSTRIES	\$793.04	PAPER GOODS & CLEANING-SUPPLIES EXP.
12/20/2023	18115	JANUS PEST MANAGEMENT, INC.	\$90.00	PEST CONTROL SERVICES
12/20/2023	18116	OFFICE DEPOT	\$144.16	OFFICE SUPPLIES EXP.

Industry Hills Expo Center - Check Register

DATE	CHECK #	PAYEE	AMOUNT	DETAILS
12/20/2023	18117	OS4 LABOR	\$2,518.22	CONTARCT LABOR W/E 121023
12/20/2023	18118	PITNEY BOWES-PURCHASE POWER	\$44.49	POSTAGE EXPENSE-REFILL POSTAGE METER
12/20/2023	18119	TBS CLEANING SERVICE	\$3,450.00	MONTHLY FACILITY CLEANING-DEC
12/31/2023	18120	California Dept. of Tax and Fee Admin.	\$1,964.00	PRE-PAY SALES TAX
12/31/2023	18121	FRONTIER COMMUNICATIONS	\$734.10	MONTHLY PHONE CHARGES-OFFICE
12/31/2023	18122	INDUSTRY SECURITY SERVICES, INC.	\$1,937.18	EVENT SECURITY SERVICES
12/31/2023	18123	JANUS PEST MANAGEMENT, INC.	\$459.00	PEST CONTROL SERVICES
12/31/2023	18124	OS4 LABOR	\$2,250.07	CONTRACT LABOR W/E 121723
12/31/2023	18125	SOUTHERN CALIFORNIA EDISON	\$12,532.01	MONTHLY UTILITY EXP. NOV/DEC.
12/31/2023	18126	THE FLY GUY	\$263.88	FLY ABATEMENT MATERIAL FOR BARNS
12/31/2023	18127	VALLEY VISTA SERVICES	\$3,835.80	ROLL-OFF & DUMP FEES
TOTAL			246,024.35	

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; James Cramsie, Director of Engineering, CNC Engineering
DATE: 02/07/2024
SUBJECT: Consideration of Amendment No. 1 to the Professional Services Agreement with Alliance Project Inc., to provide building commissioning services for the proposed New Banquet Facility at the Expo Center, extending the term through December 31, 2025, revising the scope of services, increasing compensation by \$6,000.00, and updating the address for CRIA (MP 01-34 #35)

BACKGROUND

The architectural and engineering design of the new banquet facility at the Expo Center, with an approximately floor space of 17,500 square feet, is underway. The new facility will provide a modern space for hosting events at the Expo Center for up to 500 guests. In accordance with the State's Energy Efficiency Standards under Title 24 Part 6 and CAL Green requirements, the building must undergo a commissioning process by a certified commissioning firm. The County also requires this process for all new buildings over 10,000 square feet.

Alliance Project Inc. ("Alliance") is certified by the AABC Commissioning Group and will provide a systematic, documented, and collaborative commissioning process, including document review, testing and verification for the new banquet facility. The scope of services entails verifying the installation and performing functional tests for each type of commissioned system for the building. The systems include HVAC, HVAC Controls and exhaust systems, domestic water heating, recirculation and tempering systems, lighting and daylighting controls, and data network basic infrastructure provisions. On April 7, 2021, the Board approved a Professional Services Agreement ("Agreement") with Alliance to provide building commissioning services for the proposed New Banquet Facility at the Expo Center in an amount not to exceed \$22,850.00.

DISCUSSION

The Agreement expired on December 31, 2023, and Staff recommends approving Amendment No. 1 to extend the term through December 31, 2025, for Alliance to continue providing these services as the project is still in design, along with an increase in compensation by \$6,000.00. The scope of work is also revised to include an occupancy and operations phase, which involves the final commissioning phase that provides a roadmap for a maximally efficient building. The final commissioning report and a re-commissioning manual will be provided during this phase. Additionally, it is necessary to update the address for CRIA.

FISCAL IMPACT

Table 1 - Summary of Costs

Contract Amount	\$22,850.00
Amendment No. 1	\$6,000.00
Revised Project Cost	\$28,850.00

The fiscal impact for Amendment No. 1 is \$6,000.00. In the adopted Fiscal Year 2023-2024 Capital Improvement Project budget, \$250,000 is approved (MP 01-34 #35) (Account No. 121-713-5130).

RECOMMENDATION

Staff recommends the Board approve Amendment No. 1 to the Agreement with Alliance Project.

Attachments

A. Amendment No 1 to the Professional Services Agreement with Alliance Project, Inc. dated February 7, 2024

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT WITH
ALLIANCE PROJECT INC.**

This Amendment No. 1 to the Professional Services Agreement (“Agreement”) is made and entered into this 7th day of February 2024, (“Effective Date”) between the Civic-Recreational-Industrial Authority (“CRIA”), a public body, and Alliance Project Inc. (“Consultant”), a California corporation. CRIA and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about April 7, 2021, the Agreement was entered into and executed between CRIA and Consultant for building commissioning services for the proposed New Banquet Facility at the Expo Center in an amount not-to-exceed \$22,850.00 with a term through December 31, 2023; and

WHEREAS, the Agreement expired on December 31, 2023, and work is ongoing, Staff recommends extending the term though December 31, 2025 to allow for work to be completed, along with an increase in compensation by \$6,000. Further, the scope of services is revised to include occupancy and operations commission services, which includes providing the final commissioning report and a re-commissioning manual. It is also 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, 2024, and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2025, unless sooner terminated pursuant to the provisions of this Agreement.

4. PAYMENT

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

This amount shall not exceed Twenty Eight Thousand Eight Hundred Fifty Dollars (\$28,850.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

15. **NOTICES**

The notices to CRIA is hereby revised to read as follows:

To CRIA: CRIA
15625 Mayor Dave Way, Suite 100
City of Industry, CA 91746
Attention: Executive Director

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. 1 to the Agreement as of the Effective Date.

“CRIA”
Civic Recreational Industrial Authority

“CONSULTANT”
Alliance Project Inc.

By: _____
Joshua Nelson, Executive Director

By: _____
Michael Dadjou, Principal

Attest:

By: _____
Julie Gutierrez-Robles, Secretary, CMC

APPROVED AS TO FORM

By: _____
James M. Casso, General Counsel

ATTACHMENT 1

EXHIBIT A Scope of Services

Consultant shall provide the following additional services for the New Banquet Facility project at Expo Center:

SYSTEMS TO BE COMMISSIONED

1. HVAC Systems
2. Exhaust Fan Units
3. Test and Balancing (TAB)
4. Lighting and Lighting Control Systems
5. Energy Management System
6. Domestic Hot Water System

OCCUPANCY & OPERATIONS PHASE

- **Milestones**
 - Direct & Verify Seasonal Tests
 - Punchlist Resolution
 - Convene Lessons Learned Workshop
 - Deliver Final Commissioning Report
 - Deliver Re-commissioning Manual
- Deliverables: Scheduled Reporting, Final Commissioning Report, Re-Commissioning Manual, Lessons Learned Workshop, Summary Commissioning Report

Strategy

In the Occupancy and Operations Phase the true value of building commissioning is set for the future life of the building. Final resolution of open issues, direction and verification of seasonal testing, coordination of warranty review for installed systems, and the Lessons Learned Workshop are accomplished. The Final Cx Report and the Re-Commissioning Manual provide the roadmap to go forward successfully with a maximally efficient building. The maximum return-on-investment is achieved during the ongoing Occupancy and Operations Phase if the Building Commissioning guidelines and practices are maintained.

Final Commissioning Report

The Final Commissioning Report summarizes all tasks, findings, and documentation of the commissioning project. The report addresses actual performance of the building systems in reference to the design documents. The report is a final reference to document test results and provide insight for future planning, revisions, and/or validation of the systems. (All test reports by various sub-contractors, manufacturers and controlling authorities are incorporated into the final report by the Consultant CxA). The Commissioning Report includes:

- Executive Summary
- Design Criteria Finalization (optional)
- Design Criteria representing what the systems have been built to do
- Evaluation of the operating condition of the systems at the time of functional test completion
- Functional Test Data (procedures and results)
- Deficiencies that were discovered and the measures taken to correct them
- Report documentation of all Cx field activities as they progressed
- Description and estimated schedule of required deferred testing
- Testing validation of actual tests performed, testing protocols and results
- O&M Advocacy Summary
- Lessons Learned & Recommendations

Re-Commissioning Manual

A Re-Commissioning Manual is prepared which includes all information required to effectively maintain the building at optimal performance. The Re-Commissioning Manual includes, at a minimum, the following information:

- Final version of CRIA's project requirements and basis of design
- As-built sequences of operations for all equipment as provided by the design professionals and contractors, including time-of-day schedules and schedule frequency, and detailed point listings with ranges and initial set-points
- Ongoing operation instructions for all energy- and water-saving features and strategies
- Functional performance test results, blank test forms, and recommended schedule for ongoing benchmarking
- Seasonal operational guidelines
- Recommendations for re-calibration frequency of sensors and actuators by type and use
- Single line diagrams of each commissioned system
- Troubleshooting table for ongoing achievement of the owner's project requirements
- Guidelines for continuous maintenance of the owner's project requirements (operational requirements) and basis of design (basis of operation)

EXHIBIT A TO AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT WITH ALLIANCE PROJECT, INC.
DATED APRIL 7, 2021

CIVIC-RECRECREATIONAL-INDUSTRIAL AUTHORITY
PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of April 7, 2021 (“Effective Date”), between the Civic-Recreational-Industrial Authority (“CRIA”), a public body, and Alliance Project, 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, 2023, 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 commissioning services for a facility owned by 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 Manager 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 the Consultant a lump sum. Amount not to exceed Twenty Two Thousand Eight Hundred Fifty Dollars (\$22,850.00) 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. LABOR CODE AND PREVAILING WAGES

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

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

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

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

(e) If the Services are being performed as part of an applicable Public works or Maintenance project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Agreement and require the same of any subconsultants, as applicable. This Services set

forth in this Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

6. SUSPENSION OR TERMINATION OF AGREEMENT

(a) 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.

7. OWNERSHIP OF DOCUMENTS

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

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of 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.

8. **INDEMNIFICATION**

(a) Indemnity for professional liability

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless 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 subconsultants 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.

9. INSURANCE

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

10. INDEPENDENT CONSULTANT

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

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

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

11. LEGAL RESPONSIBILITIES

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

12. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of 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.

13. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by 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.

15. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail,

certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To CRIA: CRIA
15625 E. Stafford, Suite 100
City of Industry, CA 91744
Attention: Executive Director

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

To Consultant: Alliance Project, Inc.
28202 Cabot Road, Suite 300
Laguna Niguel, CA 92677

16. ASSIGNMENT

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

17. 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.

18. ENTIRE AGREEMENT

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

19. SEVERABILITY

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

20. COUNTERPARTS

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

21. CAPTIONS

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

22. WAIVER

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

23. REMEDIES

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

24. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

“CRIA”
Civic-Recreational-Industrial Authority

By: 

Troy Helling, Executive Director

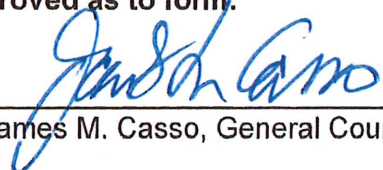
“CONSULTANT”
Alliance Project, Inc.

By: 

Michael Dadjou, 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 will provide Building Commissioning Services in accordance with ASHRAE Guideline 0 2013 for the new Banquet Facility at the Expo Center for the City of Industry, CA. The Commissioning process will be implemented through three phases, Design Phase, Construction Phase, and Occupancy Phase for the duration of the project.

DESIGN PHASE

- **Milestones**
 - Develop Initial Commissioning (“Cx”) Plan
 - Submit Cx Plan to CRIA
 - Conduct Design Reviews
 - Determine Training Requirements
 - Determine Operations & Maintenance (“O&M”) Manual Structure
 - Determine Construction Checklist Requirements
 - Create Master Project Matrix
 - Develop Cx Requirements for Construction Documents
- **Deliverables:** Cx Plan, Deficiency Report & Resolution Record (Issues Record), Standardized Reporting, and Scheduled Reporting

The Cx Plan includes the following information:

- Participant roles and responsibilities
- Commissioning scope and extent of services
- Commissioning activity schedule requirements
- Start-up/Pre-functional & functional testing procedures and methodologies
- Identification of systems and equipment to be commissioned
- Training of operations staff, during construction
- Functional testing & final acceptance before occupancy
- Closeout procedures including O&M documentation and as-built drawings

Commissioning Design Review

Consultant CxA will review construction documents for concept and value in meeting CRIA’s project requirements. C x A reviews are done with respect to established design criteria for the major buildingsystems and include:

- Equipment & Hardware types
- Equipment locations - accessibility for maintenance
- Energy efficiency
- Potential errors of omission

- Ease of operations & maintenance
- Operating & control sequences - normal, backup, safeties
- Indoor air quality
- Capacities / modular expansion

Designs are first reviewed for general issues such as: continuation of items (ductwork, piping, others) from page to page, labeling, component details, schedules, others. If the documentation is insufficient, the design Architect is contacted and made aware of the discrepancies, and the documents are returned for improvement.

Project Closeout Deliverable Tracking

A Master Project Matrix is developed at the beginning of the Consultant Cx Project. It is updated and tracked throughout the life of the project. This document is critical, as effective Project Management relies upon effective contingency systems and overlap. Consultant builds these systems into the overall Cx plan.

CONSTRUCTION PHASE

- **Milestones**
 - Develop Test Procedures
 - Direct & Verify Operational Tests
 - Coordinate, observe and participate in O&M Training
- **Deliverables:** Scheduled Reporting, Shop Drawing/Submittal Review, Test Results & Recommendations, Project Communication Report(s), O&M Manual Review, O&M Training, Scheduled Reporting

Construction Observation

Normal commissioning construction observation activities combine monitoring construction progress in conjunction with the construction manager's M/E/P coordinator and the designers in preparation for functional testing of the final product. This work precedes the start-up of the M/E/P systems and the functional performance testing portions.

Consultant shall focus on the quality of the installation, maintainability and adherence to plans and specifications designated for the project. In addition, possible omissions that may hinder start-up, preclude proper balancing of the systems or items that detract from efficient operations over the long term are identified.

Cx Scheduling Coordination

In accordance with the Cx plan and the construction schedule, Consultant shall provide coordination to integrate the Cx process into the overall project schedule. Included is the planning and scheduling of Cx efforts with the construction manager to ensure adequate time for functional performance testing prior to occupancy. The schedule also includes

time to validate the performance of building systems that do not perform the first or second time. When occupancy is dependent on satisfactory working systems, sufficient time must be incorporated into the schedule for the initial testing and resolution of problems as required, and reverification.

RFI/ Change Order/ Scope/ Cost Review

Under the auspices of being an Owner's representative, the Consultant CxA will provide review services of contractor's requests for information and change orders as they apply to the systems being commissioned.

Commissioning (Cx) & Construction Meeting Attendance

To improve results, Consultant recommends separate Cx meetings focused on Cx activities and expedited resolution of Cx problems. Consultant recommends these meetings occur regularly in lieu of construction meeting participation once start-up and functional testing begins. These meetings continue until the final punch lists are completed and the functional testing has proven proper system function. Consultant's team will attend construction meetings to represent the project's commissioning interests and explain the program per the commissioning plan.

Operation & Maintenance (O&M) Team Advocacy

The integrity of the building systems will rely on successful training and willingness of the CRIA staff to uphold the intended purpose of the building systems and their programming. It is important to engage the facilities operating staff, when available, to consult with commissioned systems. While the judgments of the operating team may not be final, their input will add significant value to the effort to collaborate in the commissioning process. *Consultant's intent is to achieve team participation within the contractual parameters of the project.* During construction, CRIA staff can be included as part of the quality assurance team. System design, installation, operation, and maintenance issues should be discussed, reviewed, and integrated within the limitations of design and contractual requirements. It is critical to distinguish between "in contract" and maintenance 'wish lists' O&M Staff Training O&M staff training in system procedures is vital to achieving the goals of the Building Commissioning Program and is conducted by experienced Consultant staff. Continued peak building performance rests firmly on the education and diligence of CRIA maintenance and operations staff. Consultant is committed to positive practical training and works with your Operations staff to understand systems and project requirements. Consultant facilitates Contractor development and/or updating of Operations & Maintenance Manuals to be used as guidelines for keeping systems operating at peak performance.

O&M Manuals Review

Consultant reviews content, accuracy, and completeness of the general contractor's O&M manuals submissions after they have been prepared and submitted by the project vendors and contractors. Exceptions are noted and returned for improvement until O&M Manuals are satisfactory for Owner's Intent. Consultant facilitates improved O&M manuals by addressing requirements for O&M documentation early in the Design Phase.

Consultant recommends the Owner include within its vendor/contractor scope of services, the review and/or compilation of the following items in O&M manuals for each piece of equipment and system scheduled for installation were actually installed in the project:

- Instructions for installation, maintenance & replacement
- Sequences of operation
- Maintenance & replacement service agencies
- Parts lists & special tools required
- Performance data
- Warranty information
- System software
- Troubleshooting
- Record drawings
- As-built system one-line diagrams

Final Commissioning Report

Consultant shall prepare the Final Commissioning Report summarizing tasks, findings, and documentation of the commissioning project. The report shall address actual performance of the building systems relative to the design documents. The report is a final reference to document test results and provide insight for future planning, revisions, and/or validation of the systems. (All test reports by various sub-contractors, manufacturers and controlling authorities are incorporated into the final report by the Consultant CXA). The Commissioning Report shall include:

- Executive Summary
- Design Criteria Finalization (optional)
- Design Criteria representing what the systems have been built to do
- Evaluation of the operating condition of the systems at the time of functional test completion
- Functional Test Data (procedures and results)
- Deficiencies that were discovered and the measures taken to correct them
- Report documentation of all Cx field activities as they progressed
- Description and estimated schedule of required deferred testing
- Testing validation of actual tests performed, testing protocols and results
- O&M Advocacy Summary
- Lessons Learned & Recommendations

EXHIBIT B
RATE SCHEDULE

Classification	Hourly Rate
Principal	260.00
Director/Supervising Engineer	240.00
Sr. Project Manager	220.00
Sr. Engineer	220.00
CxA Commissioning Agent	210.00
Project Manager / LEED Project Manager	195.00
LEED Project Engineer / Doc. Specialist	175.00
Engineer	175.00
Technician	150.00
Administrative Assistant	85.00

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, subConsultants, 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, subConsultants, 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: February 7, 2024

SUBJECT: Civic-Recreational-Industrial Authority December 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 been booking events for calendar year 2024.

Expo Center:

For the month ended December 31, 2023, the Expo Center generated revenues of \$105,791 and expenses of \$200,210 resulting in an operating loss of \$94,419.

Year to date revenues amounted to \$978,794, which represents approximately 81% of the budgeted revenues of \$1,215,800 for the year ended June 30, 2024.

Year to date operating expenses through December 31, 2023 amounted to \$1,326,137, which represents approximately 57% of the budgeted expenses of \$2,307,400 for the year ended June 30, 2024.

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

Year to date transfers from the Capital Project fund amounted to \$220,000 through December 31, 2023.

Capital Projects Fund:

This fund is accounting for the general operating activities of CRIA. Total budgeted expenditures for the year ended June 30, 2024 amount to \$2,189,000. The Fund has incurred \$1,059,059 of year to date expenditures through December 31, 2023 which represents approximately 48% of budgeted expenditures. Year to date transfers from the City of Industry amounted to \$1,390,000 of which \$220,000 was transferred to the Expo Center resulting in net transfers of \$1,170,706 retained in the fund.

Capital Improvement Fund:

This fund is accounting for the capital improvement projects that were budgeted at the beginning of the year. For the month ended December 31, 2023, expenditures for capital improvements amounted to \$96,200 with year to date expenditures of \$397,690. This amount represents approximately 14% of total budgeted expenditures for the year ended June 30, 2024.

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, 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

December 31, 2023

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

FINANCIAL STATEMENTS

December 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
December 31, 2023

Expo Center Operations

During the month ended December 31, 2023 total revenues for the Facilities and Grand Arena revenues amounted to \$105,791. There were eleven events held in the Pavilion, generating \$63,068 in Facilities revenues. Nine events were held in the Avalon Room, generating \$24,871 in Avalon Room revenue. Three events were held in the Grand Arena, generating \$17,852 in Grand Arena revenues.

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

<u>Expo Center Operations</u>	<u>Month Ended</u> <u>12/31/2023</u>	<u>Year To Date</u> <u>12/31/2023</u>	<u>Amended Budget</u> <u>2023-2024</u>	<u>% of Amended</u> <u>Budget</u>	<u>Month Ended</u> <u>12/31/2022</u>	<u>Year To Date</u> <u>12/31/2022</u>
Total revenues	\$ 105,791	\$ 978,794	\$ 1,215,800	81%	\$ 65,123	\$ 766,367
Expenses:						
Direct Expo Center expenses	93,041	616,469	861,700	72%	55,264	479,497
General and administrative expenses	107,169	709,668	1,445,700	49%	97,298	766,503
Total direct Expo Center expenses	200,210	1,326,137	2,307,400	57%	152,562	1,246,000
Net loss from operations	(94,419)	(347,343)	(1,091,600)	32%	(87,439)	(479,633)
Net loss	\$ (94,419)	\$ (347,343)	\$ (1,091,600)	32%	\$ (87,439)	\$ (479,633)

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

<u>Expo Center Operations</u>	<u>Month Ended</u> <u>12/31/2023</u>	<u>Month Ended</u> <u>12/31/2023</u>	<u>Month Ended</u> <u>12/31/2023</u>	<u>Month Ended</u> <u>12/31/2023</u>	<u>Month Ended</u> <u>12/31/2023</u>
	<u>Speedway</u>	<u>Facilities</u>	<u>Grand</u> <u>Arena</u>	<u>General</u> <u>and Admin.</u>	<u>Totals</u>
Total revenues	\$ -	\$ 87,939	\$ 17,852	\$ -	\$ 105,791
Expenses:					
Direct Expo Center expenses	-	55,943	37,098	-	93,041
General and administrative expenses	-	-	-	107,169	107,169
Total direct Expo Center expenses	-	55,943	37,098	107,169	200,210
Net (loss) income from operations	-	31,996	(19,246)	(107,169)	(94,419)
Net (loss) income for the month ended	\$ -	\$ 31,996	\$ (19,246)	\$ (107,169)	\$ (94,419)
<u>Expo Center Operations</u>	<u>Month Ended</u> <u>12/31/2022</u>	<u>Month Ended</u> <u>12/31/2022</u>	<u>Month Ended</u> <u>12/31/2022</u>	<u>Month Ended</u> <u>12/31/2022</u>	<u>Month Ended</u> <u>12/31/2022</u>
	<u>Speedway</u>	<u>Facilities</u>	<u>Grand</u> <u>Arena</u>	<u>General</u> <u>and Admin.</u>	<u>Totals</u>
Total revenues	\$ -	\$ 43,334	\$ 21,789	\$ -	\$ 65,123
Expenses:					
Direct Expo Center expenses	-	43,460	11,804	-	55,264
General and administrative expenses	-	-	-	97,298	97,298
Total direct Expo Center expenses	-	43,460	11,804	97,298	152,562
Net (loss) income from operations	-	(126)	9,985	(97,298)	(87,439)
Net (loss) income for the month ended	\$ -	\$ (126)	\$ 9,985	\$ (97,298)	\$ (87,439)

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

EXECUTIVE SUMMARY
FINANCIAL STATEMENTS
December 31, 2023

Summarized financial information by department for the year ending December 31, 2023 and 2022:

	Year To Date 12/31/2023	Year To Date 12/31/2023	Year To Date 12/31/2023	Year To Date 12/31/2023	Year To Date 12/31/2023
<u>Expo Center Operations</u>	<u>Speedway</u>	<u>Facilities</u>	<u>Grand Arena</u>	<u>General and Admin.</u>	<u>Totals</u>
Total revenues	\$ -	\$ 289,164	\$ 689,571	\$ 59	\$ 978,794
Expenses:					
Direct Expo Center expenses	-	267,149	349,320	-	616,469
General and administrative expenses	-	-	-	709,668	709,668
Total direct Expo Center expenses	-	267,149	349,320	709,668	1,326,137
Net (loss) income from operations	-	22,015	340,251	(709,609)	(347,343)
Net (loss) income year to date	\$ -	\$ 22,015	\$ 340,251	\$ (709,609)	\$ (347,343)
	Year To Date 12/31/2022	Year To Date 12/31/2022	Year To Date 12/31/2022	Year To Date 12/31/2022	Year To Date 12/31/2022
<u>Expo Center Operations</u>	<u>Speedway</u>	<u>Facilities</u>	<u>Grand Arena</u>	<u>General and Admin.</u>	<u>Totals</u>
Total revenues	\$ 65,380	\$ 223,051	\$ 477,186	\$ 750	\$ 766,367
Expenses:					
Direct Expo Center expenses	18,448	211,223	249,826	-	479,497
General and administrative expenses	-	-	-	766,503	766,503
Total direct Expo Center expenses	18,448	211,223	249,826	766,503	1,246,000
Net (loss) income from operations	46,932	11,828	227,360	(765,753)	(479,633)
Net (loss) income year to date	\$ 46,932	\$ 11,828	\$ 227,360	\$ (765,753)	\$ (479,633)

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, 2023 amounted to \$14,982,486 with \$3,072,481 representing construction in progress. 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, 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

The capital projects fund reflects expenditures for general and administrative costs and operational costs. General and administrative costs include board and staff salaries, professional services, and miscellaneous items. Operational costs include planning costs, survey costs, design costs, construction costs, small equipment, and supplies.

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

EXECUTIVE SUMMARY
FINANCIAL STATEMENTS
December 31, 2023

At December 31, 2023, our financial statements reflect the following activity:

<u>Capital Projects Fund</u>	<u>Month Ended</u> <u>12/31/2023</u>	<u>Year To Date</u> <u>12/31/2023</u>	<u>Budget</u> <u>2023-2024</u>	<u>% of</u> <u>Budget</u>
Total revenues	\$ -	\$ 1,445	\$ 3,000	48%
Expenditures:				
General and administrative expenses	339,318	1,059,059	2,189,000	48%
Total expenses	339,318	1,059,059	2,189,000	48%
Excess of expenditures over revenues	\$ (339,318)	\$ (1,057,614)	\$ (2,186,000)	48%

Capital Improvements Fund

The capital improvements fund is to account for expenditures incurred for capital improvement projects that have been budgeted for the year. Costs include planning costs, survey costs, design costs, construction costs, small equipment, and supplies. Below is a summary of the proposed Capital Improvement Program that was approved in June 2023.

Capital Improvement Program (CRIA)

#	Project Name	FY 23-24 Adopted Budget
1	Sewer Upgrades at Expo Center	60,000
2	Pavilion Building Upgrades □	40,000
3	Expo Center Avalon Room Improvements □	300,000
4	Expo Center Patio Café Improvements	10,000
5	Expo Center Fire Alarm System	600,000
6	Expo Center Electrical Loading Master Plan	120,000
7	Expo Center A/V upgrades to the Grand Arena □	420,000
8	Expo Center Signage Improvements	15,000
9	Expo Center IT Infrastructure Upgrades	75,000
10	New Banquet Facility	750,000
11	Drainage Improvements around Avalon Building	300,000
12	Expo Center ADA Upgrades	50,000
13	Replace Pull Boxes and Adjust to Grade at Expo Center	60,000
14	Expo Center Barn Improvements	60,000
	Total	\$2,860,000

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

EXECUTIVE SUMMARY
FINANCIAL STATEMENTS

December 31, 2023

At December 31, 2023, our financial statements reflect the following activity:

<u>Capital Improvements Fund</u>	<u>Month Ended</u> <u>12/31/2023</u>	<u>Year To Date</u> <u>12/31/2023</u>	<u>Budget</u> <u>2023-2024</u>	<u>% of</u> <u>Budget</u>
Equestrian Center Capital Improvements:				
Planning, Survey and Design	\$ 95,180	\$ 304,795	\$ 1,295,000	24%
Construction Costs	-	86,089	1,450,000	6%
Small Equipment & Supplies	1,020	6,806	115,000	6%
Total expenditures	<u>96,200</u>	<u>397,690</u>	<u>2,860,000</u>	14%
Excess of expenditures over revenues	<u>\$ 96,200</u>	<u>\$ 397,690</u>	<u>\$ 2,860,000</u>	14%

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

BALANCE SHEET
AS OF DECEMBER 31, 2023

	<u>Capital Projects</u>	<u>Expo Center</u>	<u>Capital Improvements</u>	<u>Totals</u>
ASSETS				
CURRENT ASSETS:				
Cash and cash equivalents	\$ 231,561	\$ 105,275	\$ -	\$ 336,836
Investments	86,726	-	-	86,726
Due from other funds	-	-	32,237	32,237
Accounts receivable, net	418	16,773	-	17,191
Prepaid insurance	-	2,246	-	2,246
Prepaid expenses	-	15,000	-	15,000
Inventories	-	50,164	-	50,164
Deposits	-	3,000	-	3,000
Total current assets	<u>318,705</u>	<u>192,458</u>	<u>32,237</u>	<u>543,400</u>
CAPITAL ASSETS, net	-	14,982,486	-	14,982,486
Total assets	\$ <u>318,705</u>	\$ <u>15,174,944</u>	\$ <u>32,237</u>	\$ <u>15,525,886</u>
LIABILITIES AND FUND BALANCE				
CURRENT LIABILITIES:				
Accounts payable	\$ -	\$ 53,640	\$ 95,224	\$ 148,864
Sales tax payable	-	3,563	-	3,563
Due to other funds	-	-	660	660
Advance rental payments	-	95,207	-	95,207
Security deposits	-	43,800	-	43,800
Total current liabilities	<u>-</u>	<u>196,210</u>	<u>95,884</u>	<u>292,094</u>
FUND BALANCE:				
Fund balance	318,705	14,978,734	(63,647)	15,233,792
Total liabilities and fund balance	\$ <u>318,705</u>	\$ <u>15,174,944</u>	\$ <u>32,237</u>	\$ <u>15,525,886</u>

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

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

	Capital Projects				Expo Center				Capital Improvements			
	MONTH ENDED 12/31/2023	YEAR TO DATE 12/31/2023	2023-2024 ANNUAL BUDGET	% OF ANNUAL BUDGET	MONTH ENDED 12/31/2023	YEAR TO DATE 12/31/2023	2023-2024 ANNUAL BUDGET	% OF ANNUAL BUDGET	MONTH ENDED 12/31/2023	YEAR TO DATE 12/31/2023	2023-2024 ANNUAL BUDGET	% OF ANNUAL BUDGET
REVENUES:												
Expo center revenues	\$ -	\$ -	\$ -	0%	\$ 105,791	\$ 978,794	\$ 1,215,800	81%	\$ -	\$ -	\$ -	0%
Other revenues	-	1,445	3,000	48%	-	-	-	0%	-	-	-	0%
Total revenues	<u>-</u>	<u>1,445</u>	<u>3,000</u>	48%	<u>105,791</u>	<u>978,794</u>	<u>1,215,800</u>	81%	<u>-</u>	<u>-</u>	<u>-</u>	0%
EXPENDITURES:												
Operating expenses	-	-	-	0%	93,041	616,469	861,700	72%	96,200	397,690	2,860,000	14%
General and administrative expenses	339,318	1,059,059	2,189,000	48%	107,169	709,668	1,445,700	49%	-	-	-	0%
Total expenses	<u>339,318</u>	<u>1,059,059</u>	<u>2,189,000</u>	48%	<u>200,210</u>	<u>1,326,137</u>	<u>2,307,400</u>	57%	<u>96,200</u>	<u>397,690</u>	<u>2,860,000</u>	14%
EXCESS OF EXPENDITURES OVER REVENUES	(339,318)	(1,057,614)	(2,186,000)	48%	(94,419)	(347,343)	(1,091,600)	32%	(96,200)	(397,690)	(2,860,000)	14%
OTHER FINANCING SOURCES, NET	<u>400,000</u>	<u>1,170,706</u>	<u>2,936,000</u>	40%	<u>-</u>	<u>220,000</u>	<u>640,200</u>	34%	<u>96,200</u>	<u>520,705</u>	<u>2,860,000</u>	18%
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER EXPENDITURES	60,682	113,092	<u>\$ 750,000</u>	15%	(94,419)	(127,343)	<u>\$ (451,400)</u>	28%	-	123,015	<u>\$ -</u>	0%
Fund balance, beginning	<u>258,025</u>	<u>205,613</u>			<u>15,073,153</u>	<u>15,106,077</u>			<u>(63,647)</u>	<u>(186,662)</u>		
Fund balance, ending	<u>\$ 318,707</u>	<u>\$ 318,705</u>			<u>\$ 14,978,734</u>	<u>\$ 14,978,734</u>			<u>(63,647)</u>	<u>\$ (63,647)</u>		

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY
INDUSTRY HILL EXPO CENTER
STATEMENT OF CASH FLOWS
FOR THE YEAR TO DATE ENDED DECEMBER 31, 2023

	AMOUNT
CASH FLOWS FROM OPERATING ACTIVITIES	
Net loss before transfers and other credits	\$ (347,343)
Adjustments to reconcile net loss to net cash used in operating activities:	
Change in operating assets and liabilities:	
Accounts receivable, net	7,848
Prepaid insurance	6,748
Inventories	(15,040)
Accounts payable	15,635
Sales tax payable	(66)
Advance rental payments	(21,561)
Security deposits	(2,450)
Net cash used in operating activities	(371,229)
 CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES	
Other financing sources	220,000
 NET CHANGE IN CASH	(151,229)
 Cash at July 1, 2023	256,504
Cash at December 31, 2023	\$ 105,275

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

<u>Expo Center Operations</u>	MONTH ENDED 12/31/2023	YEAR TO DATE 12/31/2023	ANNUAL BUDGET 2023-2024	% OF ANNUAL BUDGET	MONTH ENDED 12/31/2022	YEAR TO DATE 12/31/2022
Expo revenues						
Facilities rentals	\$ 42,783	\$ 136,111	\$ 137,000	99%	\$ 18,552	\$ 109,789
Facilities rentals - bar sales	37,015	121,716	127,700	95%	20,986	89,704
Facilities - security	6,512	26,079	26,900	97%	3,013	19,091
Facilities - food	-	-	900	0%	183	767
Facilities - insurance	1,300	4,600	3,900	118%	600	3,000
Facilities - other	-	-	-	0%	-	700
Facilities - concessions	329	658	-	0%	-	-
Grand Arena - special events rentals	16,000	99,923	181,000	55%	16,000	88,600
Grand Arena - outdoor arena rentals	-	4,000	2,800	143%	-	-
Grand Arena - show barn stall rentals	875	35,870	65,900	54%	1,300	37,225
Grand Arena - shaving sales	-	2,970	6,000	50%	-	5,109
Grand Arena - security	-	40,328	42,500	95%	-	26,331
Grand Arena - trailer parking	675	35,875	12,800	280%	575	5,850
Grand Arena - bar sales	-	251,366	329,800	76%	-	179,215
Grand Arena - food	-	-	7,300	0%	-	-
Grand Arena - parking	-	141,210	135,200	104%	3,495	79,310
Grand Arena - other	302	78,029	51,300	152%	419	55,546
Speedway - bar	-	-	60,700	0%	-	48,272
Speedway - parking	-	-	20,900	0%	-	15,345
Speedway - other	-	-	2,100	0%	-	1,763
Total revenues	<u>105,791</u>	<u>978,735</u>	<u>1,214,700</u>	<u>81%</u>	<u>65,123</u>	<u>765,617</u>
Direct general and administrative revenues						
G&A- Other	-	59	1,100	5%	-	750
Expo expenses						
Cost of sales	9,165	101,549	162,700	62%	21,564	114,689
Bar supplies	303	4,683	6,000	78%	-	4,150
Feed	-	367	-	0%	-	-
Contract labor/wages	50,742	353,176	537,100	66%	28,166	253,858
Furniture/fixtures & equipment	120	4,384	(800)	-548%	-	650
Facilities - insurance	-	1,000	1,100	91%	-	1,000
Miscellaneous	-	1,167	5,200	22%	-	3,236
Promotional	-	17,626	400	4407%	-	300
Property maintenance	1,593	4,392	1,000	439%	-	-
Repairs and maintenance	-	546	-	0%	722	2,055
Racer purse payout	20,101	54,409	-	0%	-	-
Sales tax	-	4,327	-	0%	279	201
Security - Grand Arena	-	2,800	62,700	4%	-	39,229
Security - Facilities	8,329	32,685	32,300	101%	3,013	22,388
Shavings	-	2,188	5,600	39%	-	4,744
Supplies	2,688	19,624	35,600	55%	1,520	23,389
Equipment rental	-	11,546	2,200	525%	-	-
Bad debt	-	-	9,900	0%	-	9,008
Speedway- outside services/contract labor	-	-	700	0%	-	600
Total Expo expenses	<u>93,041</u>	<u>616,469</u>	<u>861,700</u>	<u>72%</u>	<u>55,264</u>	<u>479,497</u>
Operating net income before direct G & A and CRIA indirect expenses	<u>12,750</u>	<u>362,325</u>	<u>354,100</u>	<u>102%</u>	<u>9,859</u>	<u>286,870</u>
Direct general and administrative expenses						
Office supplies	-	3,893	-	0%	-	-
Travel and meetings	-	78	1,100	7%	1,035	1,977
Dues, subscriptions, books, etc.	3,110	13,843	32,900	42%	1,064	18,533
Equipment rental/lease	-	5,605	12,600	44%	770	6,011
Employee training	-	-	-	0%	-	-
Furniture/fixtures & equipment	241	1,198	900	133%	-	731
Capital outlay expense	-	-	-	0%	-	-
Advertising/printing	-	-	-	0%	-	-
Telephoning	1,660	8,726	15,500	56%	1,394	7,404
Postage	89	511	1,800	28%	-	1,037
Miscellaneous	1,654	18,764	26,300	71%	2,564	14,713
Professional services	21,063	154,528	364,800	42%	17,776	218,159
Planning, survey & design	-	-	-	0%	-	-
Repairs and equipment	-	1,668	9,700	17%	33	256
Vehicle expenses	-	24,309	15,700	155%	1,177	7,496
Insurance and bonds	1,124	6,745	14,400	47%	1,086	6,520
License and permits	-	-	-	0%	-	-
Supplies	2,627	18,968	42,500	45%	2,138	20,421
Security - Expo Center	-	-	-	0%	-	-
Contract labor/administrative wages	48,443	227,194	507,500	45%	48,388	243,209
Property maintenance	14,610	77,215	177,100	44%	9,365	76,447
Utilities	12,548	146,423	222,900	66%	10,508	143,589
Total direct general and administrative expenses	<u>107,169</u>	<u>709,668</u>	<u>1,445,700</u>	<u>49%</u>	<u>97,298</u>	<u>766,503</u>
EXCESS OF EXPENDITURES OVER REVENUES	<u>\$ (94,419)</u>	<u>\$ (347,343)</u>	<u>\$ (1,091,600)</u>	<u>32%</u>	<u>\$ (87,439)</u>	<u>\$ (479,633)</u>

CAPITAL PROJECTS FUND
 SCHEDULE OF REVENUES AND EXPENDITURES
FOR THE MONTH AND YEAR TO DATE ENDED DECEMBER 31, 2023

REVENUES:	MONTH ENDED 12/31/2023	YEAR TO DATE 12/31/2023	ANNUAL BUDGET 2022-2023	% OF ANNUAL BUDGET
Other revenues	\$ -	\$ 1,445	\$ 3,000	48%
GENERAL AND ADMINISTRATIVE EXPENDITURES:				
Salaries - board	3,687	22,121	45,000	49%
Payroll taxes	-	-	4,000	0%
Miscellaneous	(4)	(35)	-	0%
Life insurance, state comp, and LTC	-	-	1,000	0%
Medicare/disability	54	321	1,000	32%
PARS - ARS	138	829	2,000	41%
Landscaping	143,945	462,901	950,000	49%
Legal	-	-	16,000	0%
Professional services	27,637	55,702	235,000	24%
Accounting	272	749	2,000	37%
Planning, survey and design	-	-	1,000	0%
Small equipment and supplies	130	528	1,000	53%
Vehicle expenses	926	3,726	8,000	47%
General engineering	-	81,791	200,000	41%
Security	61,632	254,906	491,000	52%
Property maintenance	100,901	163,767	212,000	77%
Furniture, equipment & fixtures	-	1,648	-	0%
Utilities	-	10,105	20,000	51%
Total general and administrative expenditures	<u>339,318</u>	<u>1,059,059</u>	<u>2,189,000</u>	48%
EXCESS OF EXPENDITURES OVER REVENUES	<u>\$ (339,318)</u>	<u>\$ (1,057,614)</u>	<u>\$ (2,186,000)</u>	48%

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

Schedule 3

CAPTIAL IMPROVEMENT FUND
 SCHEDULE OF EXPENDITURES
FOR THE MONTH AND YEAR TO DATE ENDED DECEMBER 31, 2023

EXPENDITURES	MONTH ENDED 12/31/2023	YEAR TO DATE 12/31/2023	ANNUAL BUDGET 2022-2023	% OF ANNUAL BUDGET
Equestrian Center Capital Improvements:				
Planning, Survey and Design	\$ 95,180	\$ 304,795	\$ 1,295,000	24%
Construction Costs	-	86,089	1,450,000	6%
Small Equipment & Supplies	1,020	6,806	115,000	6%
Total expenditures	<u>96,200</u>	<u>397,690</u>	<u>2,860,000</u>	14%
EXCESS OF EXPENDITURES OVER REVENUES	<u>\$ 96,200</u>	<u>\$ 397,690</u>	<u>\$ 2,860,000</u>	14%

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 7.3

Backup Material will be provided Prior to Meeting

*CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
FEBRUARY 7, 2024*

ITEM NO. 7.3
HAND-OUT

For the month of December –As anticipated the holidays were very busy for our banquet facilities. The Expo Center held 11 banquet events in the Pavilion and 9 in the Avalon room with revenues totaling \$87,556.78

Revenues from Arena events held in December totaled \$16,977.50.

We hosted the following 3 Grand Arena events.

Tjarks Agility So Cal Keeshond Dec 1
Tjarks Agility Schnauzer Club Dec 15
Tjarks Agility Keeshond Club Dec 12

Events for the month of January in the Grand Arena include:

MA-010624 TJARKS AGILITY WCCS
MA-012024 LA CTY CHEER OFF
MA-012724 TJARKS AGILITY VENTURA

Banquet events for January include 4 events in the Pavilion and 3 events in the Avalon.

While it is still slower than average, we are beginning to see an increase of event bookings. The banquets are filling up more in March. April was not booked very much partially due to larger arena events and the need for all available parking, so it is my hope to perform any necessary repairs to the Pavilion during that month. We are still tending to some of the punch list items at the Avalon room and I am working with CNC, Juan Lopez, and the contractor to address areas of concern.

Satsuma will be hanging a new sunshade at the west end of the Grand arena as soon as the weather permits. The existing shade was originally

purchased in 2014 and was badly torn during windy conditions a few weeks ago.

This month we are excited to be hosting Industry Racing Speedway at the Grand Arena's Annual Gumball Rally again on Feb 24th-25th . This is the first time since pre-covid shut down. The Gumball Rally highlights the young riders who are getting their start in Speedway. The weekend starts out with Division 1 riders coming out on Saturday and putting on a great race for spectators while also supporting and mentoring these young boys and girls who are interested in advancing their talents in the sport. Then on Sunday the show is all about the kids. Kelly Inman and Billy Hamill started putting this race on over 30 years ago. Fans of Speedway come out to show their support and an array of donations of both cash and gear are collected to award the kids for their racing efforts.

I am looking forward to reporting the details of this event back to you at a future meeting.

The current storm event and the steady rainfall it has brought with it has made it clear that there are areas around the venue that need some TLC. We are working closely with Justin with CNC and Bert Spivey with Satsuma to implement any repairs or drainage enhancements that have come to our attention.

Thank you,
Cory Moss