



**CIVIC-RECREATIONAL-
INDUSTRIAL AUTHORITY
REGULAR MEETING
AGENDA**

CHAIRMAN ERIC BENAVIDEZ
V. CHAIRMAN RONALD WHITTEMORE
BOARD MEMBER SEAN LEE
BOARD MEMBER ALEX BAUMAN
BOARD MEMBER RONALD McPEAK

APRIL 9, 2025 AT 9:00 AM

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

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

Public Comments (Non-Agenda Items): Anyone wishing to address the Authority on an item not on the Agenda may do so during the "Public Comments" period. In order to conduct a timely meeting, there will be a one-minute time limit per person for the Public Comments portion of the Agenda. State law prohibits the Authority from taking action on a specific item unless it appears on the posted Agenda. Anyone wishing to speak to the Authority is asked to complete a Speaker's Card which can be found at the back of the room and at each podium. The completed card should be submitted to the City Clerk prior to the Agenda item being called by the City Clerk and prior to the individual being heard by the Authority.

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

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

Meeting ID: 256 000 523 95

Passcode: Me38xJ3u

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

Or call in (audio only)

+1 657-204-3264

Phone Conference ID: 849 724 965#

AMERICANS WITH DISABILITIES ACT:

In compliance with the ADA, if you need special assistance to participate in any Public 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., Fridays 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

- 6.1. Consideration of the Register of Demands submitted by the Finance Department for April 9, 2025

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

- 6.2. Consideration of the Register of Demands submitted by CNC Equestrian Management Services for the Industry Hills Expo Center for February 2025

RECOMMENDED ACTION: Receive and file.

- 6.3. Consideration of Amendment No. 4 to the Professional Services Agreement with IDS Group, Inc., for design services for the Expo Center Fire Alarm System at the Industry Hills Expo Center, extending the term through December 31, 2026, revising the scope of services, and increasing compensation by \$45,000.00 (MP 01-34 #32)

RECOMMENDED ACTION: Approve the Amendment.

- 6.4. Consideration of Amendment No.4 to the Maintenance Services Agreement with A.D. Wilson, Inc., for the maintenance of underground utility substructures at the Industry Hills Expo Center, extending the term through June 30, 2026, increasing compensation by \$100,000.00, and revising the rate schedule (MP 01-34)

RECOMMENDED ACTION: Approve the Amendment.

7. ACTION ITEMS

- 7.1. Presentation and discussion regarding the Civic-Recreational-Industrial Authority's Financial Report for February 28, 2025

RECOMMENDED ACTION: Receive and file the report.

7.2. Update on the Expo Center

RECOMMENDED ACTION: Receive and file.

8. PUBLIC HEARINGS

9. CLOSED SESSION

10. EXECUTIVE DIRECTOR COMMUNICATIONS

11. AB 1234 REPORTS

12. BOARD MEMBER COMMUNICATIONS

13. PUBLIC COMMENTS

14. Adjournment. The next regular Civic-Recreational-Industrial Authority Meeting is May 7, 2025, at 9:30 AM.

ITEM NO. 6.1

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
AUTHORIZATION FOR PAYMENT OF BILLS
Board Meeting April 9, 2025

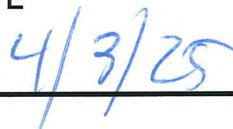
<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
121	CRIA - CAPITAL IMPROVEMENT	64,399.40
360	INDUSTRY HILLS EXPO OPERATING ACCOUNT	260,078.95
TOTAL ALL FUNDS		324,478.35

<u>BANK</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
WFCK	WELLS FARGO CHECKING	324,478.35
TOTAL ALL BANKS		324,478.35

APPROVED PER EXECUTIVE DIRECTOR



DATE



Civic-Recreational-Industrial Authority
Board Meeting
April 9, 2025

P. 1

Check	Date	Payee Name			Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking					
12160	03/19/2025	VALLEY VISTA SERVICES, INC			\$2,221.72
	Invoice	Date	Description	Amount	
	1999495	03/01/2025	ORGANIC BINS LANDSCAPE MAINT- CRIA	\$2,221.72	
12161	03/26/2025	INDUSTRY PUBLIC UTILITIES			\$4,274.30
	Invoice	Date	Description	Amount	
	2025-00001505	03/01/2025	12/16-2/18/25 SVC-MAIN GUARD SHACK	\$108.66	
	2025-00001506	03/01/2025	12/16-2/18/25 SVC-GRAND ARENA - E SIDE OF PARKINC	\$212.41	
	2025-00001507	03/01/2025	12/16-2/18/25 SVC-GRAND ARENA - S SIDE OF PARKINC	\$95.74	
	2025-00001508	03/01/2025	12/16-2/18/25 SVC-NEAR CAFE @ GRAND EXPO	\$181.40	
	2025-00001509	03/01/2025	12/16-2/18/25 SVC-PATIO CAFE	\$65.29	
	2025-00001510	03/01/2025	12/16-2/18/25 SVC-GRAND ARENA CAFE	\$315.79	
	2025-00001511	03/01/2025	12/16-2/18/25 SVC-SNACK BAR @ GRAND ARENA	\$307.93	
	2025-00001512	03/01/2025	12/16-2/18/25 SVC-BUILDING 4 - E SIDE PLANTER AREA	\$375.59	
	2025-00001513	03/01/2025	12/16-2/18/25 SVC-WATER TOWER @ PAVILLION PARK	\$869.11	
	2025-00001514	03/01/2025	12/16-2/18/25 SVC-ARENA NEAR BUNKHOUSE	\$196.49	
	2025-00001515	03/01/2025	12/16-2/18/25 SVC-EXPO OFFICE	\$276.09	
	2025-00001516	02/01/2025	12/16-2/18/25 SVC-BARN D	\$228.33	
	2025-00001517	03/01/2025	12/16-2/18/25 SVC-DC @ BARN D	\$114.31	
	2025-00001518	03/01/2025	12/16-2/18/25 SVC-BARN E	\$204.45	
	2025-00001519	03/01/2025	12/16-2/18/25 SVC-DC @ BARN E	\$114.31	
	2025-00001520	03/01/2025	12/16-2/18/25 SVC-BATHROOM @ BARN E	\$228.33	
	2025-00001521	03/01/2025	12/16-2/18/25 SVC-HORSE TRAINING AREA BEHIND BUI	\$196.49	
	2025-00001522	03/01/2025	12/16-2/18/25 SVC-1ST GUARD SHACK	\$69.27	
	2025-00001523	03/01/2025	12/16-2/18/25 SVC-S SIDE OF BLDG BEHIND GATED ARI	\$114.31	
12162	03/26/2025	VALLEY VISTA SERVICES, INC			\$472.50

Civic-Recreational-Industrial Authority
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Check	Date		Payee Name	Check	Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking					
	Invoice	Date	Description	Amount	
	001999248	03/31/2025	IH RODEO STORAGE BOXES-MAR 2025	\$472.50	
12163	04/09/2025		ANNEALTA GROUP		\$3,845.00
	Invoice	Date	Description	Amount	
	497-3534	03/10/2025	16200 TEMPLE AVE	\$3,845.00	
12164	04/09/2025		BLAKE AIR CONDITIONING COMPANY		\$382.09
	Invoice	Date	Description	Amount	
	68087	03/05/2025	AC MAINT SVC-CRIA	\$382.09	
12165	04/09/2025		CASC ENGINEERING AND CONSULTIN		\$5,521.70
	Invoice	Date	Description	Amount	
	0053051	02/28/2025	MND FOR EXPO CNTR BANQUET FACILITY	\$5,521.70	
12166	04/09/2025		CITY OF INDUSTRY		\$863.39
	Invoice	Date	Description	Amount	
	2025-00001602	02/28/2025	FEB 2025- FUEL COSTS	\$863.39	
12167	04/09/2025		CNC ENGINEERING		\$82,858.75
	Invoice	Date	Description	Amount	
	512213	03/27/2025	PAVILION UPGRADES	\$28,440.00	
	512214	03/27/2025	EXPO CENTER ALARM SYSTEM UPGRADES	\$22,910.00	
	512215	03/27/2025	EXPO CENTER AUDIO/VIDEO UPGRADES	\$1,490.00	
	512216	03/27/2025	EXPO CENTER IT INFRASTRUCTURE UPGRADES	\$1,672.50	
	512224	03/27/2025	EXPO CENTER - STANDARDS OF FACILITIES MAINTEN	\$28,346.25	

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P. 3

Check	Date	Payee Name			Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking					
12168	04/09/2025	CRIA-EQUESTRIAN CENTER			\$30,000.00
	Invoice	Date	Description	Amount	
	FEB-25	03/26/2025	REIMBURSEMENT FOR FEBRUARY 2025 OPERATING CC	\$30,000.00	
12169	04/09/2025	ELEVATE PUBLIC AFFAIRS, LLC			\$6,000.00
	Invoice	Date	Description	Amount	
	4326	02/28/2025	PROFESSIONAL SVC-FEB 2025	\$6,000.00	
12170	04/09/2025	FRAZER, LLP			\$1,349.00
	Invoice	Date	Description	Amount	
	192724	02/28/2025	PROFESSIONAL SVC-FEB 2025	\$1,349.00	
12171	04/09/2025	GARCIA'S FENCE CORP			\$15,000.00
	Invoice	Date	Description	Amount	
	032513	03/14/2025	REPAIR 100FT SECTION FENCE ALONG UPPER SLOPE	\$15,000.00	
12172	04/09/2025	INDUSTRY SECURITY SERVICES			\$49,788.20
	Invoice	Date	Description	Amount	
	SG-ECGP-2028	03/07/2025	2/28-3/6/25 SECURITY SVC-EXPO CNTR	\$12,465.60	
	SG-ECGP-2029	03/14/2025	3/7-3/13/25 SECURITY SVC-EXPO CNTR	\$12,391.40	
	SG-ECGP-2030	03/21/2025	3/14-3/20/25 SECURITY SVC-EXPO CNTR	\$12,465.60	
	SG-ECGP-2031	03/28/2025	3/21-3/27/25 SECURITY SVC-EXPO CNTR	\$12,465.60	
12173	04/09/2025	KLINE'S PLUMBING, INC.			\$2,950.00
	Invoice	Date	Description	Amount	
	14030	02/24/2025	REPAIR FAULTY WATER HEATER @ EXPO PAVILLION	\$2,400.00	
	14059	03/14/2025	PLUMBING MAINT SVC-CRIA	\$550.00	

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Check	Date	Payee Name		Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking				
12174	04/09/2025	PLACEWORKS		\$520.20
	Invoice	Date	Description	Amount
	IND-22.13-3	02/28/2025	TECH SVC-NEW BANQUET @ EXPO	\$520.20
12175	04/09/2025	SAN GABRIEL VALLEY CONSERVATIO		\$104,618.00
	Invoice	Date	Description	Amount
	20240630EXPO	06/30/2024	LANDSCAPE MAINT SVC-JAN-JUN 2024 @ EXPO	\$15,378.00
	20240831EXPO	08/31/2024	LANDSCAPE MAINT SVC-AUG 2024 @ EXPO	\$40,296.00
	20240731EXPO	07/31/2024	LANDSCAPE MAINT SVC-JUL 2024 @ EXPO	\$48,944.00
12176	04/09/2025	SOUTHERN TIRE MART LLC - DEPT 14		\$172.50
	Invoice	Date	Description	Amount
	7070029504	03/25/2025	VEHICLE MAINT SVC-CRIA	\$172.50
12177	04/09/2025	THE BIG NORWEGIAN		\$1,530.00
	Invoice	Date	Description	Amount
	57769	03/10/2025	URGENT REPLACEMENT OF STARTER ON 2005 IZUSU	\$1,530.00
12178	04/09/2025	WEST COAST ARBORISTS, INC.		\$12,111.00
	Invoice	Date	Description	Amount
	226749	03/15/2025	TREE MAINT-INDUSTRY HILLS EXPO	\$4,650.00
	226435	01/31/2025	TREE MAINT-INDUSTRY HILLS EXPO	\$3,300.00
	225437	02/15/2025	TREE MAINT-INDUSTRY HILLS EXPO	\$4,161.00

Civic-Recreational-Industrial Authority
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Check	Date	Payee Name	Check Amount
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CRIA.WF.CHK - CRIA Wells Fargo Checking

Checks	Status	Count	Transaction Amount
	Total	19	\$324,478.35

ITEM NO. 6.2

CRIA CHECK REGISTER

February 2025

Industry Hills Expo Center - Check Register

DATE	CHECK #	PAYEE	AMOUNT	DETAILS
02/06/2025	18975	AR-020225 VANESSA MUNOZ	400.00	SECURITY DEPOSIT REFUND
02/06/2025	18976	PAV-020125 MARIA LOPEZ	700.00	SECURITY DEPOSIT REFUND
02/07/2025	18977	ALARMCO	210.00	FIRE ALARM MONITORING
02/07/2025	18978	AT&T	1,143.23	MONTHLY WIRELESS PHONE CHGS
02/07/2025	18979	BRADY INDUSTRIES	1,277.23	PAPER AND CLEANING SUPPLIES EXP.
02/07/2025	18980	CINTAS	997.24	MATS, MOPS AND UNIFORMS
02/07/2025	18981	CNC EQUESTRIAN MANAGEMENT	15,000.00	MONTHLY MANAGEMENT FEE
02/07/2025	18982	FRONTIER COMMUNICATIONS	189.47	MONTHLY INTERNET SERVICES
02/07/2025	18983	HARBOR DISTRIBUTING,LLC	3,085.00	BEVERAGE ORDERS/ALCOHOL INVENTORY
02/07/2025	18984	INDUSTRIAL PIPE & STEEL, LLC	677.25	PROPERTY MAINTENANCE EXPENSE-SUPPLIES
02/07/2025	18985	INDUSTRY SECURITY SERVICES, INC.	1,845.00	EVENT SECURITY SERVICES
02/07/2025	18986	JANUS PEST MANAGEMENT, INC.	1,861.00	MONTHLY PEST CONTROL EXPENSE
02/07/2025	18987	MITY-LITE	14,144.78	PURCHASE NEW 8 FT & 60 INCH ROUNDS-BANQUETS
02/07/2025	18988	MRC SMART TECHNOLOGY SOLUTIONS	526.89	MONTHLY EXPENSE FOR COLOR COPIES
02/07/2025	18989	OFFICE DEPOT	373.84	OFFICE SUPPLIES EXPENSE
02/07/2025	18990	OS4 LABOR	4,382.21	CONTRACT LABOR PR W/E 012625
02/07/2025	18991	PITNEY BOWES	20.70	POSTAGE EXPENSE
02/07/2025	18992	SATSUMA LANDSCAPE	8,674.00	MONTHLY LANDSCAPE SERVICE EXPENSE-JANUARY
02/07/2025	18993	SO CAL GAS	220.99	MONTHLY UTILITY EXPENSE
02/07/2025	18994	SOUTHERN GLAZER'S OF CA SOUTH	80.40	BEVERAGE ORDERS/ALCOHOL INVENTORY
02/07/2025	18995	TBS CLEANING SERVICE	5,415.00	JAN CLEAN SERV/BANQ. CLN UP FOLLOWING EVENTS
02/07/2025	18996	THE FLY GUY	446.58	FLY ABATEMENT SERVICES-BARNS
02/07/2025	18997	VALLEY VISTA SERVICES	7,032.25	ROLLOFF, DUMP & ORGANICS PROGRAM FEES
02/07/2025	18998	XEROX FINANCIAL SERVICES	673.00	MONTHLY XEROX COPIER LEASE PMT
02/10/2025	18999	AR-020825 JOANN LOPEZ	400.00	SECURITY DEPOSIT REFUND
02/07/2025	19000	CNC EQUESTRIAN MANAGEMENT	36,000.00	MONTHLY SALARIES-JANUARY
02/07/2025	19001	SYSCO	749.98	BEVERAGE ORDERS/ALCOHOL INVENTORY
02/21/2025	19002	AR-021925 MICHELLE REYNOLDS	400.00	SECURITY DEPOSIT REFUND
02/21/2025	19003	AR-021525 CRYSTAL JARAMILLO	400.00	SECURITY DEPOSIT REFUND
02/23/2025	19004	California Dept. of Tax and Fee Admin.	1,245.00	SALES TAX PAYMENT
02/23/2025	19005	CINTAS	997.24	MATS, MOPS AND UNIFORMS
02/23/2025	19006	CNC EQUESTRIAN MANAGEMENT	53,502.36	MONTHLY SALARIES, MGMT FEES & CC REIMB.-FEBRUARY
02/23/2025	19007	EL MONTE ICE CO.	470.00	BULK ICE FOR ARENA EVENTS
02/23/2025	19008	FIRETEAM ONE INC.	3,950.00	ANNUAL FIRE EXTINGUISHERS INSPECTION
02/23/2025	19009	FRONTIER COMMUNICATIONS	758.62	MONTHLY PHONE SERVICES
02/23/2025	19010	INDUSTRY SECURITY SERVICES, INC.	5,499.79	EVENT SECURITY SERVICES
02/23/2025	19011	ISN Global Enterprises Inc.	1,702.06	50 % DEPOSIT PAVILION AUDIO UPGRADES
02/23/2025	19012	JAM GOLF CARS	2,116.38	MONTHLY VEHICLE MAINT. EXPENSE

CRIA CHECK REGISTER

February 2025

Industry Hills Expo Center - Check Register

DATE	CHECK #	PAYEE	AMOUNT	DETAILS
02/23/2025	19013	JANUS PEST MANAGEMENT, INC.	470.00	MONTHLY PEST CONTROL EXPENSE
02/23/2025	19014	JUAN LOPEZ	4,221.25	MNTHLY IT CONSULTING & SUPPORT-JANUARY
02/23/2025	19015	OFFICE DEPOT	337.58	OFFICE SUPPLIES EXPENSE
02/23/2025	19016	OS4 LABOR	2,406.13	CONTRACT LABOR PR W/E 020925
02/23/2025	19017	ROGERS,CLEM & CO.	2,200.00	MNTHLY ACCTG CONSULTING AND SUPPORT
02/23/2025	19018	SOUTHERN CALIFORNIA EDISON	11,728.79	MNTHLY UTILITY EXPENSE-JA
02/23/2025	19019	CHAD'S PROFESSIONAL CLEANING	2,920.00	PAV. CARPET SANI/CLEAN/GUM RMVL & AV. SANI/CLEAN
02/27/2025	19020	INDUSTRY HILLS ROTARY CLUB	500.00	ADVERTISING-1/2 PAGE AD FUND RAISING EVENT
02/28/2025	19021	AR-022125 MIGUEL DEL RIO	400.00	SECURITY DEPOSIT REFUND
02/28/2025	19022	INDUSTRY SECURITY SERVICES, INC.	174.25	EVENT SECURITY SERVICES
02/28/2025	19023	OS4 LABOR	4,612.91	CONTRACT LABOR PR W/E 021625
02/28/2025	19024	TBS CLEANING SERVICE	2,400.00	FEB. CLEAN SERV/BANQ. CLN UP FOLLOWING EVENTS
TOTAL			209,938.40	

ITEM NO. 6.3



CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

MEMORANDUM

TO: Honorable Chairperson and Members of the Board

FROM: Joshua Nelson, Executive Director

STAFF: Mathew Hudson, Engineering Manager
Dev Birla, Contract Electric Utility Director

DATE: April 9, 2025

SUBJECT: Consideration of Amendment No. 4 to the Professional Services Agreement with IDS Group, Inc., for design services for the Expo Center Fire Alarm System at the Industry Hills Expo Center, extending the term through December 31, 2026, revising the scope of services, and increasing compensation by \$45,000.00 (MP 01-34 #32)

Background:

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

The project was delayed due to investigation and field verification of existing substructures such as pull boxes, conduits, etc., by CRIA's contractor, A.D. Wilson, and a viability assessment of their potential use for the fire alarm system. On March 9, 2022, the CRIA Board approved Amendment No. 1 which extended the term through June 30, 2023, and revised the address for CRIA.

On June 28, 2022, the CRIA Board approved Amendment No. 2 which extended the term through June 30, 2024, and increased compensation by \$30,000.00. On October 11, 2023 the CRIA Board approved Amendment No. 3 which extended the term through June 30, 2025, and increased compensation by \$40,000.00.

Discussion:

The plans and specifications were recently completed for CRIA's project, EXPO-2138 Campus Wide Fire Alarm and IT Infrastructure Upgrades, and the project was awarded to Red Wave Communications and Electrical Systems Inc., on November 13, 2024. The project is set to

begin, and due to the delays, it is necessary to extend the term of the Agreement with IDS through December 31, 2026 . Additionally, the scope of services for construction support under Task 4 of the original Agreement is limited and needs to be revised. Staff recommends revising the scope of services to include IDS’s support to attend the pre-construction meeting, attend meetings during construction, as required, and attend a final site visit to make a punch list of items to be corrected by the contractor. The additional scope also includes reviewing submittals, response to RFIs and reviewing any change orders from the contractor, and providing other support during construction phase on plans and construction documents and as-built drawings to close the project out. Staff also recommends approving Amendment No. 4 to increase compensation by \$45,000.00 for the extension and additional work.

Fiscal Impact:

Table 1 - Summary of Costs

Contract Amount	\$60,680.00
Amendment No. 2	\$30,000.00
Amendment No. 3	\$40,000.00
Amendment No. 4	\$45,000.00
Revised Project Cost	\$175,680.00

The fiscal impact for Amendment No. 4 is \$45,000.00. In the approved Fiscal Year 2024-2025 Capital Improvement Project budget, \$100,000.00 is budgeted for this work (MP 01- 34 #32, Account No. 121-713-5130).

Recommendation:

Staff recommends that the CRIA Board approve Amendment No. 4 to the Agreement with IDS.

Exhibits:

1. Amendment No. 4 to the Professional Services Agreement with IDS Group, Inc., dated April 9, 2025

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

This Amendment No. 4 to the Professional Services Agreement (“Agreement”) is made and entered into this 9th day of April 2025, (“Effective Date”) between the Civic-Recreational-Industrial Authority (“CRIA”), a public body, and IDS Group, Inc., a California corporation (“Consultant”). CRIA and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about October 7, 2020, the Agreement was entered into and executed between CRIA and Consultant for design services for Fire Alarm System at Expo Center, in an amount not-to-exceed \$60,680.00; and

WHEREAS, on or about March 9, 2022, the CRIA Board approved Amendment No. 1 to extend the term through June 30, 2023, and revise the address for CRIA; and

WHEREAS, on or about June 28, 2022, the CRIA Board approved Amendment No. 2 to extend the term through June 30, 2024, and increase compensation by \$30,000.00; and

WHEREAS, on or about October 11, 2023, the CRIA Board approved Amendment No. 3 to extend the term through June 30, 2025, and increase compensation by \$40,000.00; and

WHEREAS, the Agreement expires on June 30, 2025, and an extension is needed through December 31, 2026, to allow Consultant to continue providing services on the project. Additionally, it is necessary to revise the scope of services to include attending a pre-construction meeting, attending meetings during construction, and a final site visit to develop a punch list of items, reviewing submittals and change orders, providing responses to RFIs, providing support on plans and construction documents, and as-built drawings. Finally, it is necessary to increase compensation by \$45,000.00 for the additional scope of work; and

WHEREAS, for the reasons set forth herein, CRIA and Consultant desire to enter into Amendment No. 4, as set forth below.

AMENDMENT

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

1. TERM

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

This Agreement shall commence on Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2026, 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 One Hundred Seventy-Five Thousand Six Hundred Eighty Dollars (\$175,680.00) for the total Term of the Agreement unless additional payment is approved as provided in the Agreement.

EXHIBIT A, SCOPE OF SERVICES

The Scope of Services is hereby revised to include the services set forth in Attachment I, attached hereto and incorporated herein by reference.

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

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

“CRIA”

Civic Recreational Industrial Authority

“CONSULTANT”

IDS Group, Inc.

By: _____
Joshua Nelson, Executive Director

By: _____
Said Hilmy, Principal

Attest:

By: _____
Julie Gutierrez-Robles, Secretary

APPROVED AS TO FORM

By: _____
James M. Casso, General Counsel

ATTACHMENT 1

EXHIBIT A

SCOPE OF SERVICES

Construction Support Task 4 of original agreement is revised as below:

Task 4 Construction Phase

Upon CRIA's written authorization to proceed, Consultant shall provide the following Architectural and Electrical Engineering services for the Project as follows:

A. Meetings and Site Visits

1. Consultant's Project Managers shall attend the Roles and Responsibilities Meeting via Teleconference with CRIA / Expo Centers stakeholders and Inspector of Record (IOR) to discuss roles, responsibilities, processes, and procedures during the Construction Phase. CRIA will determine the meeting date, time, location, and teleconferencing method.
2. At a minimum, the Consultant's Project Manager shall attend the Pre-Construction Meeting with CRIA and the construction contractor. Assist CRIA in preparation of the meeting agenda and recording meeting minutes.
3. The Consultant's Project Manager shall attend weekly Construction Meetings for the duration of the Construction Phase. At a minimum, attend 3 meetings at the project site and the remaining meetings via teleconference.
4. CRIA will conduct site visits as required to review the Construction Contractor's work for progress assessment, compliance with construction documents, and other project requirements. Consultant may schedule the site visit(s) on the same day(s) as the on-site Construction Meeting(s).
5. At CRIA's direction, Consultant's Project Manager and engineers shall conduct a site visit to perform Final Review of each phase of the project to develop a Punch List consisting of documentation and photographs of deficiencies and defects observed. Develop and submit the Punch List for each phase to CRIA Project Director within 3 calendar days of the site visit.

B. Construction Support

1. Advise CRIA and Construction Manager of any defects or deficiencies in the Construction Contractor's work observed on site, in photographs, and in inspection reports. Consultant shall not issue instructions to Construction Contractor and shall provide CRIA recommendations of corrective actions to address the defects and deficiencies.
2. During construction, expeditiously furnish all necessary additional drawings and documents for supplementing, clarifying, or correcting the Construction Documents and issue Additional Detail Instructions (ADI), required by to address errors or omissions in the Construction Documents, and to address changes to the project.
3. Review testing and inspection reports and notify CRIA of any concerns with the report information.
4. Review and approve project submittals including product information, shop drawings, mock-ups, samples, O&M Manuals, warranties, substitution requests, and other documents for compliance with Construction Documents. Incorporate

CRIA stakeholders' review comments for materials and equipment requiring joint review such as finishes, colors, equipment features and configurations. Reviews will be performed using paper and electronic copies. Consultant must complete a review of the project submittals and submit responses to CRIA Project Director-CM within 14 calendar days of receipt of project submittals. Complete re-submittal reviews within 7 calendar days of receipt. Notify CRIA in writing when an item requires more than 2 re-submittals.

5. For all product substitution requests, Consultant shall provide CRIA with manufacturer's product data for the proposed substitute product and the originally specified product and provide recommendation of approval or rejection of the request. Issue approval or rejection of the request after obtaining concurrence from CRIA Project Director.
6. Respond to each Request for Information (RFI) within 7 calendar days of receipt. Consultant must respond to all RFIs including clarification of Construction Documents, Construction Contractor's proposed corrective actions, alternate means of construction, field and site conditions, and errors and omissions in the Construction Documents.
7. Review Proposed Change Orders. Provide detailed cost estimates including labor and material costs of the proposed changes for CRIA review.

Task 5 Close-Out Phase

1. Review the equipment operations and maintenance manuals for contractor-furnished equipment, as submitted by the Construction Contractor for accuracy and completeness.
2. Review and incorporate the as-built drawings and specifications submitted by the Construction Contractor, all RFIs, ADIs, change orders, and other changes and corrections occurred on the project into the **Final As-Built Documents**.
3. In accordance with the Deliverables Schedule, submit the native AutoCAD or Revit files, MS Word files, PDFs, (3) sets of full-size hardcopies and (3) sets of half size hardcopies of the **Final As-Built Documents** prior to the scheduled OSFM final inspection.
4. Prepare and submit close-out documents required by regulatory agencies.

EXHIBIT A TO AMENDMENT NO. 4
PROFESSIONAL SERVICES AGREEMENT WITH IDS GROUP INC. DATED
OCTOBER 7, 2020

CIVIC RECREATIONAL INDUSTRIAL AUTHORITY

PROFESSIONAL SERVICES AGREEMENT

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

RECITALS

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

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

1. TERM

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

2. SERVICES

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

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

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

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

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

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

3. MANAGEMENT

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

4. PAYMENT

(a) CRIA agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Sixty Thousand Six Hundred Eighty Dollars (\$60,680.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

(c) Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty

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

5. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

6. OWNERSHIP OF DOCUMENTS

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

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

performance of the Services pursuant to this Agreement, shall be and remain the property of CRIA.

7. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

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

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

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

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

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

(c) Consultant represents and warrants that it is aware of the requirements of Assembly Bill 5, Worker Status: Employees and Independent Contractors, effective January 1, 2020, including the provisions set forth in California Labor Code Section 2750.3. Consultant agrees to fully comply with the provisions of AB 5 and Labor Code Section 2750.3. Consultant shall indemnify, defend and hold harmless, CRIA, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Consultant's or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant, failure or alleged failure to comply with the provisions of AB 5 and/or Labor Code Section 2750.3.

10. LEGAL RESPONSIBILITIES

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

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

14. NOTICES

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

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

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

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

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

15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

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

17. ENTIRE AGREEMENT

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

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

"CRIA"

Civic-Recreational-Industrial Authority

By: _____

Troy Helling, Executive Director

"CONSULTANT"

IDS Group

By: _____

Rob O'Neil, Principal

Attest: _____

By: _____

Julie Gutierrez-Robles, Secretary

Approved as to form:

By: _____

James M. Casso, General Counsel

Attachments:

Exhibit A

Scope of Services

Exhibit B

Rate Schedule

Exhibit C

Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide the following services for the design of the Expo Center Fire Alarm System.

Task 1 - Design Documents:

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

Task 2 - Regulatory Review and Approval Set:

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

Task 3 – Bid Set:

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

Task 4 – Construction Administration and Closeout:

Consultant shall provide construction administration as follows:

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

Project Exclusions and Assumptions:

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

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

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

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

EXHIBIT B

RATE SCHEDULE

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

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

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ITEM NO. 6.4



CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

MEMORANDUM

TO: Honorable Chairperson and Members of the Board

FROM: Joshua Nelson, Executive Director

STAFF: Mathew Hudson, Engineering Manager
Dev Birla, Contract Electric Utility Director

DATE: April 9, 2025

SUBJECT: Consideration of Amendment No.4 to the Maintenance Services Agreement with A.D. Wilson, Inc., for the maintenance of underground utility substructures at the Industry Hills Expo Center, extending the term through June 30, 2026, increasing compensation by \$100,000.00, and revising the rate schedule (MP 01-34)

Background:

The Industry Hills Expo Center property has various pull boxes, vaults, and unused conduits located underground that require occasional inspection and maintenance to keep them in a safe condition for potential use in future improvement projects. On May 12, 2021, the CRIA Board approved a Maintenance Services Agreement ("Agreement") with A.D. Wilson, Inc. ("AD Wilson") for the maintenance of underground utility substructures at the Industry Hills Expo Center, in an amount not-to-exceed \$60,000.00, through May 12, 2022.

On June 28, 2022, the CRIA Board approved Amendment No. 1 to the Agreement, revising the scope of services, extending the term through June 30, 2023, increasing compensation by \$120,000.00, and revising the rate schedule. On July 12, 2023, the CRIA Board approved Amendment No. 2, revising the scope of services, extending the term through June 30, 2024, and revising the rate schedule. On July 10, 2024, the CRIA Board approved Amendment No. 3, extending the term through June 30, 2025, and revising the rate schedule.

Discussion:

It is an ongoing process to properly maintain and safely operate underground utility infrastructure at Expo Center, through work such as excavating to uncover buried pull boxes and adjust them to grade level, replacing covers for safety reasons, and performing related minor conduit work. The Agreement expires on June 30, 2025, and staff recommends

extending the contract for another year through June 30, 2026, along with revising rate schedule to reflect AD Wilson's current rates. Some upcoming work includes raising three existing buried pull boxes to grade level and replacing their respective covers, as part of the ongoing maintenance of the underground utility structures. Additionally, Staff recommends increasing compensation by \$100,000.00 for the extension.

Fiscal Impact:

The fiscal impact is \$100,000.00. In the adopted Fiscal Year 2024-2025 General Fund Budget, \$335,000.00 is approved for this work (Account No. 360-800-5120.01) (MP 01-34).

Recommendation:

It is recommended that the CRIA Board approve Amendment No.4 to the Maintenance Services Agreement with AD Wilson.

Exhibits:

1. Amendment No. 4 to the Maintenance Services Agreement with A.D. Wilson, Inc. dated April 9, 2025

**AMENDMENT NO. 4
TO MAINTENANCE SERVICES AGREEMENT WITH
A.D. WILSON, INC.**

This Amendment No. 4 to the Maintenance Services Agreement (“Agreement”) is made and entered into this 9th day of April 2025 (“Effective Date”), between the Civic-Recreational-Industrial Authority (“CRIA”), a public body, and A.D. Wilson, Inc, a California corporation (“Contractor”). CRIA and Contractor are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about May 12, 2021, the Agreement was entered into and executed between CRIA and Contractor to provide maintenance of equipment related to underground utilities services including excavating and adjusting buried pull boxes to grade level and replacing pull box covers as required for safe operation and maintenance; and

WHEREAS, on or about June 28, 2022, CRIA approved Amendment No. 1 to the Agreement, extending term through June 30, 2023, revising the scope of services, revising the rate schedule, and increasing compensation by \$120,000.00; and

WHEREAS, on or about July 12, 2023, CRIA approved Amendment No. 2 to the Agreement, revising the scope of services, extending term through June 30, 2024, and revising the rate schedule; and

WHEREAS, on or about July 10, 2024, CRIA approved Amendment No. 3 to the Agreement, extending term through June 30, 2025, and revising the rate schedule; and

WHEREAS, the Agreement expires on June 30, 2025, and the Parties desire to extend the Agreement through June 30, 2026, and increase compensation by \$100,000.00. It is also necessary to revise the rate schedule to reflect Contractor’s current rates; and

WHEREAS, for the reasons set forth herein, CRIA and Contractor desire to enter into Amendment No. 4, as set forth below.

AMENDMENT

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

1. TERM

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

This Agreement shall commence on Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2026, unless sooner terminated pursuant to the provisions of this Agreement.

4. PAYMENT

Payment paragraph 4(a) is revised as below:

CRIA agrees to pay the Contractor for time and materials. Amount not to exceed Two Hundred Eighty Thousand Dollars (\$280,000.00) for the total Term of the Agreement unless additional payment is approved as provided in the Agreement.

Exhibit B, Rate Schedule

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

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 have executed this Amendment No. 4 to the Agreement as of the Effective Date.

“CRIA”

Civic Recreational Industrial Authority

“CONTRACTOR”

A.D. Wilson, Inc.

By: _____
Joshua Nelson, Executive Director

By: _____
Richard Wilson, Principal

Attest:

By: _____
Julie Gutierrez-Robles, Secretary

APPROVED AS TO FORM

By: _____
James M. Casso, General Counsel

ATTACHMENT 1

EXHIBIT B- Rate Schedule

Equipment & Labor Rental Rates*(Large Equipment Price Includes Operator)

♦ *Vermeer Trencher T-655	\$ 495.00 - Hr.
♦ *Vermeer Trencher V5750	\$ 235.00 - Hr.
♦ *Hitachi 160 Excavator	\$ 280.00 - Hr.
♦ *John Deere Excavator 300 GLC	\$ 355.00 - Hr.
♦ *John Deere Loader 624	\$ 280.00 - Hr.
♦ *John Deere Loader 544	\$ 255.00 - Hr.
♦ *John Deere Backhoe 410	\$ 230.00 - Hr.
♦ *Backhoe w/Wheel	\$ 235.00 - Hr.
♦ *Brodersen Hydrohammer	\$ 220.00 - Hr.
♦ *Vermeer 3" Mole	\$ 99.00 - Hr.
♦ *2000 Gallon Water Truck	\$ 185.00 - Hr.
♦ *Kenworth Lowbed	\$ 200.00 - Hr.
♦ *Flatbed 2 - Ton Dump	\$ 135.00 - Hr.
♦ Truck 1 - Ton	\$ 38.00 - Hr.
♦ Pickup ¾ Ton	\$ 35.00 - Hr.
♦ 185 CFM Air Compressor	\$ 45.00 - Hr.
♦ Arrow Board	\$ 165.00 - Day
♦ Trench Plate	\$ 28.50 - Day
♦ Jack Hammer 90 Lb.	\$ 19.00 - Hr.
♦ Toyo Chipping Gun	\$ 17.00 - Hr.
♦ 39" Drum AC Roller	\$ 61.00 - Hr.
♦ Makita Vibratory Plate	\$ 17.00 - Hr.
♦ Submersible Pump	\$ 11.00 - Hr.
♦ Generator	\$ 25.00 - Hr.
♦ Whacker	\$ 35.00 - Hr.
♦ Welder	\$ 55.00 - Hr.
♦ Powder Puff	\$ 19.00 - Hr.
♦ Foreman With Truck	\$ 170.00 - Hr.
♦ Operator	\$ 135.00 - Hr.
♦ Teamster	\$ 115.00 - Hr.
♦ Laborer	\$ 110.00 - Hr.
Blower w/hose	\$ 35.00 - Day
Cages	\$ 27.50 - Day
Gas Detector	\$ 55.00 - Day
Compaction Wheel	\$ 50.00 - Hour
Broom	\$ 150.00 -
Material and outside service	Cost plus 15%

EXHIBIT A TO AMENDMENT NO. 4
PROFESSIONAL SERVICES AGREEMENT WITH A.D. WILSON INC. DATED MAY
12, 2021

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

MAINTENANCE SERVICES AGREEMENT

This MAINTENANCE SERVICES AGREEMENT ("Agreement"), is made and effective as of May 12, 2021 ("Effective Date"), between the CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY, a public body ("CRIA") and A.D. Wilson, Inc., a California corporation ("Contractor"). CRIA and Contractor are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than May 12, 2022, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

(c) Contractor shall perform all Services in a manner reasonably satisfactory to CRIA and in a first-class manner in conformance with the standards of quality normally observed by an entity providing maintenance of equipment related to underground utilities, serving a public body.

(d) Contractor shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the

Political Reform Act (Government Code Section 81000 *et seq.*)). During the term of this Agreement, Contractor shall not perform any work for another person or entity for whom Contractor was not working on the Effective Date if both (i) such work would require Contractor to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) CRIA has not consented in writing to Contractor's performance of such work. No officer or employee of CRIA shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Contractor hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of CRIA. If Contractor was an employee, agent, appointee, or official of CRIA in the previous twelve (12) months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Contractor will not be entitled to any compensation for Services performed pursuant to this Agreement, and Contractor will be required to reimburse CRIA for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

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

3. MANAGEMENT

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

4. PAYMENT

(a) CRIA agrees to pay the Contractor for time & materials. Amount not to exceed Sixty Thousand Dollars (\$60,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

(c) Contractor shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty

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

5. LABOR CODE AND PREVAILING WAGES

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

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

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

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

(e) If the Services are being performed as part of an applicable Public works or Maintenance project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the

Department of Industrial Relations. Contractor shall maintain registration for the duration of the Agreement and require the same of any subcontractors, as applicable. This Services set forth in this Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements.

6. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

7. OWNERSHIP OF DOCUMENTS

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

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

services under this Agreement. All reports, documents, or other written material developed by Contractor in the performance of the Services pursuant to this Agreement, shall be and remain the property of CRIA.

8. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

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

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

9. INSURANCE

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

10. INDEPENDENT CONTRACTOR

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

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

(c) Contractor shall indemnify, defend and hold harmless, CRIA, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including 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, Contractor's or by any individual or agency for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor, 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 the CRIA may have under the law.

11. LEGAL RESPONSIBILITIES

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

12. UNDUE INFLUENCE

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

13. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

15. NOTICES

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

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

To CRIA:

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 Contractor:

A.D. Wilson, Inc.
4078 Crestview Drive
Norco, CA 92860
Attention: Richard Wilson

16. ASSIGNMENT

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

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

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

17. GOVERNING LAW/ATTORNEYS' FEES

CRIA and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Los Angeles County, California. If any action at law or suit in equity is brought to enforce or interpret the

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

18. ENTIRE AGREEMENT

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

19. SEVERABILITY

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

20. COUNTERPARTS

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

21. CAPTIONS

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

22. WAIVER

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

23. REMEDIES

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

24. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

"CRIA"

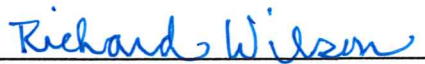
Civic-Recreational-Industrial Authority

By: 

Troy Helling, Executive Director

"CONTRACTOR"

A.D. Wilson, Inc.

By: 

Richard Wilson, President

Attest:

By: 

Julie Gutierrez-Robles, Secretary

Approved as to form:

By: 

James M. Casso, General Counsel

Attachments:

Exhibit A

Scope of Services

Exhibit B

Rate Schedule

Exhibit C

Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

Contractor shall provide the following services at the Industry Hills Expo Center property:

- Contractor shall locate underground pull-boxes and vaults based on as-builts drawings available and direction from CRIA representatives, including uncovering any buried boxes, throughout the property.
- Contractor shall clean out any dirt, mud, water, debris, etc. from the pull-boxes and locate any unused conduits.
- Blow out and/or clean out, mandrel, and install pull rope in CRIA specified conduits after pull boxes are located and cleaned.

EXHIBIT B

RATE SCHEDULE

Classification	Rate
Foreman	\$130.00/HR
Laborer	\$85.00/HR
1 Ton Truck with Air Compressor	\$83.00/HR
1/4-inch by 4000-foot Pull Rope	\$113.00/Roll

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

from or in connection with the performance of the Services hereunder by Contractor, his agents, representatives, employees or subcontractors.

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

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

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

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

Enforcement of contract provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of CRIA to inform Contractor of non-compliance with any requirement imposes no additional obligations on 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 Contractor maintains higher limits than the minimums shown above, CRIA requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CRIA.

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

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

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

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

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

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

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

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

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

ITEM NO. 7.1



CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

MEMORANDUM

TO: Honorable Chairman and Board Members

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

DATE: April 9, 2025

SUBJECT: Civic-Recreational-Industrial Authority February 28, 2025 Financial Report

Executive Summary:

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

Expo Center:

For the month ended February 28, 2025, the Expo Center generated revenues of \$129,582 and expenses of \$165,546 resulting in a net operating loss of \$35,964.

Year to date revenues amounted to \$1,306,437, which represents approximately 76% of the budgeted revenues of \$1,711,100 for the year ended June 30, 2025.

Year to date operating expenses through February 28, 2025 amounted to \$1,727,113, which represents approximately 66% of the budgeted expenses of \$2,610,200 for the year ended June 30, 2025.

Revenues and expenses are in line with the budgeted amounts for the year ended June 30, 2025.

The Expo Center received year to date net transfers of \$423,000 from the Capital Project fund through February 28, 2025.

Capital Projects Fund:

This fund is accounting for the general operating activities of CRIA. Total budgeted expenditures for the year ended June 30, 2025 amount to \$2,677,896. The Fund has incurred \$1,364,207 of year to date expenditures through February 28, 2025 which represents approximately 51% of budgeted expenditures. Year to date transfers from the City of Industry amounted to \$2,264,999 of which \$423,000 was transferred to the Expo Center resulting in net transfers of \$1,841,999 retained in the fund.

Capital Improvement Fund:

This fund is accounting for the capital improvement projects that are budgeted for the year ending June 30, 2025. The budget is \$4,750,000. For the month ended February 28, 2025, expenditures for capital improvements amounted to \$36,905 with year to date expenditures of \$263,493. This represents 6% of total budgeted expenditures for the year ended June 30, 2025.

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 February 28, 2025.

Fiscal Impact:

There is no fiscal impact as result of this action.

Recommendation:

Receive and file.

EXHIBIT A

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

FINANCIAL REPORT

February 28, 2025

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

FINANCIAL STATEMENTS

February 28, 2025

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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
February 28, 2025

Expo Center Operations

During the month ended February 28, 2025 total revenues for the Facilities and Grand Arena revenues amounted to \$129,582. There were three events held in the Pavilion and five events in the Avalon Room, generating \$32,069 in Facilities revenues. Five events were held in the Grand Arena, generating \$97,513 in Grand Arena revenues.

At February 28, 2025, our financial statements reflect the following activity:

<u>Expo Center Operations</u>	Month Ended 2/28/2025	Year To Date 2/28/2025	Amended Budget 2024-2025	% of Budget	Month Ended 02/29/2024	Year To Date 02/29/2024
Total revenues	\$ 129,582	\$ 1,306,437	\$ 1,711,100	76%	\$ 119,466	\$ 1,138,691
Expenses:						
Direct Expo Center expenses	70,478	766,447	1,077,000	71%	95,283	730,656
General and administrative expenses	95,068	960,666	1,533,200	63%	117,501	886,716
Total direct Expo Center expenses	165,546	1,727,113	2,610,200	66%	212,784	1,617,372
Net loss from operations	(35,964)	(420,676)	(899,100)	47%	(93,318)	(478,681)
Net loss	\$ (35,964)	\$ (420,676)	\$ (899,100)	47%	\$ (93,318)	\$ (478,681)

Summarized financial information by department for the month ending February 28, 2025 and February 29, 2024:

<u>Expo Center Operations</u>	Month Ended 2/28/2025	Month Ended 2/28/2025	Month Ended 2/28/2025	Month Ended 2/28/2025
	Facilities	Grand Arena	General and Admin.	Totals
Total revenues	\$ 32,069	\$ 97,513	\$ -	\$ 129,582
Expenses:				
Direct Expo Center expenses	33,039	37,439	-	70,478
General and administrative expenses	-	-	95,068	95,068
Total direct Expo Center expenses	33,039	37,439	95,068	165,546
Net (loss) income from operations	(970)	60,074	(95,068)	(35,964)
Net (loss) income for the month ended	\$ (970)	\$ 60,074	\$ (95,068)	\$ (35,964)

<u>Expo Center Operations</u>	Month Ended 2/29/2024	Month Ended 2/29/2024	Month Ended 2/29/2024	Month Ended 2/29/2024
	Facilities	Grand Arena	General and Admin.	Totals
Total revenues	\$ 17,973	\$ 100,924	\$ 569	\$ 119,466
Expenses:				
Direct Expo Center expenses	35,152	60,131	-	95,283
General and administrative expenses	-	-	117,501	117,501
Total direct Expo Center expenses	35,152	60,131	117,501	212,784
Net (loss) income from operations	(17,179)	40,793	(116,932)	(93,318)
Net (loss) income for the month ended	\$ (17,179)	\$ 40,793	\$ (116,932)	\$ (93,318)

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

EXECUTIVE SUMMARY FINANCIAL STATEMENTS February 28, 2025

Summarized financial information by department for the year ending February 28, 2025 and February 29, 2024:

<u>Expo Center Operations</u>	Year To Date 2/28/2025	Year To Date 2/28/2025	Year To Date 2/28/2025	Year To Date 2/28/2025
	Facilities	Grand Arena	General and Admin.	Totals
Total revenues	\$ 449,826	\$ 855,366	\$ 1,245	\$ 1,306,437
Expenses:				
Direct Expo Center expenses	377,244	389,203	-	766,447
General and administrative expenses	-	-	960,666	960,666
Total direct Expo Center expenses	377,244	389,203	960,666	1,727,113
Net (loss) income from operations	72,582	466,163	(959,421)	(420,676)
Net (loss) income year to date	\$ 72,582	\$ 466,163	\$ (959,421)	\$ (420,676)

<u>Expo Center Operations</u>	Year To Date 2/29/2024	Year To Date 2/29/2024	Year To Date 2/29/2024	Year To Date 2/29/2024
	Facilities	Grand Arena	General and Admin.	Totals
Total revenues	\$ 333,636	\$ 804,427	\$ 628	\$ 1,138,691
Expenses:				
Direct Expo Center expenses	309,061	421,595	-	730,656
General and administrative expenses	-	-	886,716	886,716
Total direct Expo Center expenses	309,061	421,595	886,716	1,617,372
Net (loss) income from operations	24,575	382,832	(886,088)	(478,681)
Net (loss) income year to date	\$ 24,575	\$ 382,832	\$ (886,088)	\$ (478,681)

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 February 28, 2025 amounted to \$16,010,565 with \$2,173,674 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 February 28, 2025. It is the accounting policy of CRIA to record annual depreciation expense subsequent to the completion of the June 30, 2025 annual audit.

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

EXECUTIVE SUMMARY FINANCIAL STATEMENTS February 28, 2025

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.

At February 28, 2025, our financial statements reflect the following activity:

<u>Capital Projects Fund</u>	Month Ended 2/28/2025	Year To Date 2/28/2025	Amended Budget 2024-2025	% of Budget
Total revenues	\$ 1,057	\$ 3,118	\$ 4,000	78%
Expenditures:				
General and administrative expenses	174,257	1,364,207	2,677,896	51%
Total expenses	174,257	1,364,207	2,677,896	51%
Excess of expenditures over revenues	\$ (173,200)	\$ (1,361,089)	\$ (2,673,896)	51%

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.

Capital Improvement Program (CRIA)

#	Project Name	FY 24-25 Amended Budget
1	Sewer Upgrades at Expo Center	60,000
2	Pavilion Building Upgrades	1,200,000
3	Expo Center Avalon Room Improvements	250,000
4	Expo Center Patio Café Improvements	65,000
5	Expo Center Fire Alarm System	1,000,000
6	Expo Center Electrical Loading Master Plan	40,000
7	Expo Center A/V upgrades to the Grand Arena	1,730,000
8	Expo Center Signage Improvements	15,000
9	Expo Center IT Infrastructure Upgrades	80,000
10	New Banquet Facility	250,000
11	Expo Center ADA Upgrades	10,000
12	Expo Center Barn Improvements	50,000
	Total	\$4,750,000
	TOTALS - CRIA	\$4,750,000

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

EXECUTIVE SUMMARY
FINANCIAL STATEMENTS
February 28, 2025

At February 28, 2025, our financial statements reflect the following activity:

<u>Capital Improvements Fund</u>	<u>Month Ended</u> <u>2/28/2025</u>	<u>Year To Date</u> <u>2/28/2025</u>	<u>Amended Budget</u> <u>2024-2025</u>	<u>% of</u> <u>Budget</u>
Equestrian Center Capital Improvements:				
Planning, Survey and Design	\$ 20,343	\$ 124,266	\$ 1,073,000	12%
Construction Costs	-	27,964	3,565,000	1%
Small Equipment & Supplies	16,562	111,263	112,000	99%
Total expenditures	36,905	263,493	4,750,000	6%
Excess of expenditures over revenues	\$ 36,905	\$ 263,493	\$ 4,750,000	6%

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

BALANCE SHEET
AS OF FEBRUARY 28, 2025

	<u>Capital Projects</u>	<u>Expo Center</u>	<u>Capital Improvements</u>
ASSETS			
CURRENT ASSETS:			
Cash and cash equivalents	\$ 187,901	\$ 154,510	\$ -
Investments	92,645	-	-
Accounts receivable, net	-	71,816	-
Prepaid expenses	-	51,000	-
Inventories	-	40,508	-
Deposits	-	3,000	-
Total current assets	<u>280,546</u>	<u>320,834</u>	<u>-</u>
CAPITAL ASSETS, net	<u>-</u>	<u>16,010,565</u>	<u>-</u>
Total assets	<u>\$ 280,546</u>	<u>\$ 16,331,399</u>	<u>\$ -</u>
LIABILITIES AND FUND BALANCE			
CURRENT LIABILITIES:			
Accounts payable	\$ -	\$ 50,113	\$ -
Sales tax payable	-	7,088	-
Advance rental payments	-	99,827	-
Security deposits	-	43,250	-
Total current liabilities	<u>-</u>	<u>200,278</u>	<u>-</u>
FUND BALANCE:			
Fund balance	<u>280,546</u>	<u>16,131,121</u>	<u>-</u>
Total liabilities and fund balance	<u>\$ 280,546</u>	<u>\$ 16,331,399</u>	<u>\$ -</u>

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

STATEMENT OF OPERATIONS
FOR THE MONTH AND YEAR TO DATE ENDED FEBRUARY 28, 2025

	Capital Projects				Expo Center				Capital Improvements			
	MONTH ENDED 2/28/2025	YEAR TO DATE 2/28/2025	2024-2025 AMENDED BUDGET	% OF AMENDED ANNUAL BUDGET	MONTH ENDED 2/28/2025	YEAR TO DATE 2/28/2025	2024-2025 AMENDED BUDGET	% OF AMENDED ANNUAL BUDGET	MONTH ENDED 2/28/2025	YEAR TO DATE 2/28/2025	2024-2025 AMENDED BUDGET	% OF AMENDED ANNUAL BUDGET
REVENUES:												
Expo center revenues	\$ -	\$ -	\$ -	0%	\$ 129,582	\$ 1,306,437	\$ 1,711,100	76%	\$ -	\$ -	\$ -	0%
Other revenues	1,057	3,118	4,000	78%	-	-	-	0%	-	-	-	0%
Total revenues	<u>1,057</u>	<u>3,118</u>	<u>4,000</u>	78%	<u>129,582</u>	<u>1,306,437</u>	<u>1,711,100</u>	76%	<u>-</u>	<u>-</u>	<u>-</u>	0%
EXPENDITURES:												
Operating expenses	-	-	-	0%	70,478	766,447	1,077,000	71%	36,905	263,493	4,750,000	6%
General and administrative expenses	174,257	1,364,207	2,677,896	51%	95,068	960,666	1,533,200	63%	-	-	-	0%
Total expenses	<u>174,257</u>	<u>1,364,207</u>	<u>2,677,896</u>	51%	<u>165,546</u>	<u>1,727,113</u>	<u>2,610,200</u>	66%	<u>36,905</u>	<u>263,493</u>	<u>4,750,000</u>	6%
EXCESS OF EXPENDITURES OVER REVENUES	(173,200)	(1,361,089)	(2,673,896)	51%	(35,964)	(420,676)	(899,100)	47%	(36,905)	(263,493)	(4,750,000)	6%
OTHER FINANCING SOURCES, NET	<u>168,000</u>	<u>1,841,999</u>	<u>1,233,400</u>	149%	<u>42,000</u>	<u>423,000</u>	<u>173,300</u>	244%	<u>36,905</u>	<u>433,092</u>	<u>4,750,000</u>	9%
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER EXPENDITURES	(5,200)	480,910	<u>\$ (1,440,496)</u>	-33%	6,036	2,324	<u>\$ (725,800)</u>	0%	-	169,599	<u>\$ -</u>	0%
Fund balance, beginning	<u>285,746</u>	<u>(200,364)</u>			<u>16,125,085</u>	<u>16,128,797</u>			<u>-</u>	<u>(169,599)</u>		
Fund balance, ending	<u>\$ 280,546</u>	<u>\$ 280,546</u>			<u>\$ 16,131,121</u>	<u>\$ 16,131,121</u>			<u>-</u>	<u>\$ -</u>		

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

INDUSTRY HILL EXPO CENTER
STATEMENT OF CASH FLOWS
FOR THE YEAR TO DATE ENDED FEBRUARY 28, 2025

	<u>AMOUNT</u>
CASH FLOWS FROM OPERATING ACTIVITIES	
Net loss before transfers and other credits	\$ (420,676)
Adjustments to reconcile net loss to net cash used in operating activities:	
Change in operating assets and liabilities:	
Accounts receivable, net	27,674
Prepaid insurance	8,996
Prepaid expenses	(51,000)
Inventories	11,887
Accounts payable	33,205
Sales tax payable	1,435
Advance rental payments	(30,714)
Security deposits	2,050
Net cash used in operating activities	<u>(417,143)</u>
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES	
Other financing sources	<u>423,000</u>
NET CHANGE IN CASH	5,857
Cash at July 1, 2024	<u>148,653</u>
Cash at February 28, 2025	<u><u>\$ 154,510</u></u>

INDUSTRY HILLS EXPO CENTER
SCHEDULE OF REVENUES AND EXPENSES
FOR THE MONTH AND YEAR TO DATE ENDED FEBRUARY 28, 2025

<u>Expo Center Operations</u>	MONTH ENDED 2/28/2025	YEAR TO DATE 2/28/2025	AMENDED BUDGET 2024-2025	% OF AMENDED BUDGET 2024-2025	MONTH ENDED 02/29/2024	YEAR TO DATE 02/29/2024
Expo revenues						
Facilities rentals	\$ 12,866	\$ 222,413	\$ 240,800	92%	\$ 6,992	\$ 157,495
Facilities rentals - bar sales	14,668	169,603	219,100	77%	8,558	139,037
Facilities - security	3,643	37,326	46,600	80%	2,123	30,800
Facilities - food	-	-	1,600	0%	-	804
Facilities - insurance	600	7,065	8,500	83%	300	5,500
Facilities - other	-	11,880	900	1320%	-	-
Facilities - concessions	292	1,539	-	0%	-	-
Grand Arena - special events rentals	12,000	140,500	182,900	77%	14,000	121,923
Grand Arena - outdoor arena rentals	1,000	6,900	8,000	86%	-	4,000
Grand Arena - show barn stall rentals	2,095	31,980	51,400	62%	2,825	39,570
Grand Arena - shaving sales	789	4,912	6,800	72%	822	3,792
Grand Arena - security	5,295	61,840	82,800	75%	5,504	45,832
Grand Arena - trailer parking	1,300	59,552	66,200	90%	1,715	38,490
Grand Arena - bar sales	58,116	279,435	382,600	73%	56,106	307,472
Grand Arena - food	-	-	100	0%	-	-
Grand Arena - parking	11,460	171,998	262,300	66%	10,126	156,141
Grand Arena - other	5,458	98,249	149,700	66%	9,826	87,207
Total revenues	129,582	1,305,192	1,710,300	76%	118,897	1,138,063
Direct general and administrative revenues						
G&A- Other	-	1,245	800	156%	569	628
Expo expenses						
Cost of sales	19,673	137,164	148,700	92%	19,612	123,257
Bar supplies	470	5,400	7,500	72%	400	5,083
Promotional banquet	-	-	400	0%	161	161
Feed	-	-	-	0%	-	367
Contract labor/wages	37,156	402,451	622,600	65%	63,473	424,697
Furniture/fixtures & equipment	-	35,966	39,900	90%	1,452	8,917
Facilities - insurance	-	-	-	0%	-	1,000
Miscellaneous	-	10,612	12,700	84%	-	1,590
Promotional	-	-	9,500	0%	161	17,787
Property maintenance	2,217	15,814	17,900	88%	519	5,394
Repairs and maintenance	-	-	300	0%	-	913
Racer purse payout	4,947	66,999	-	0%	1,669	58,644
Sales tax	-	628	700	90%	118	622
Security - Grand Arena	-	-	87,200	0%	-	2,800
Security - Facilities	2,572	37,342	56,600	66%	2,123	37,407
Shavings	587	3,551	5,200	68%	712	2,900
Supplies	2,473	36,322	46,900	77%	4,337	27,023
Equipment rental	383	14,198	20,900	68%	548	12,094
Total Expo expenses	70,478	766,447	1,077,000	71%	95,285	730,656
Operating net income before direct G & A and CRIA indirect expenses	59,104	539,990	634,100	85%	24,181	408,035
Direct general and administrative expenses						
Office supplies	-	14,927	19,000	79%	-	3,893
Travel and meetings	-	100	700	14%	154	232
Dues, subscriptions, books, etc.	1,019	11,116	21,400	52%	2,084	17,994
Equipment rental/lease	196	6,684	10,100	66%	2,743	8,365
Furniture/fixtures & equipment	220	4,170	6,800	61%	5,779	6,977
Telephone	1,903	12,217	18,300	67%	2,053	11,692
Postage	88	1,864	1,200	155%	41	552
Miscellaneous	3,460	23,925	24,900	96%	1,540	15,672
Professional services	23,958	230,381	371,600	62%	28,984	205,159
Repairs and equipment	3,730	3,949	2,500	158%	1,814	3,482
Vehicle expenses	2,116	22,262	37,900	59%	912	30,552
Insurance and bonds	1,125	9,253	11,800	78%	1,124	8,994
Supplies	3,056	29,245	43,200	68%	4,740	27,135
Contract labor/administrative wages	24,540	309,432	521,200	59%	43,818	276,906
Property maintenance	17,708	108,566	152,400	71%	8,745	97,061
Utilities	11,949	172,575	290,200	59%	12,968	172,050
Total direct general and administrative expenses	95,068	960,666	1,533,200	63%	117,499	886,716
EXCESS OF EXPENDITURES OVER REVENUES	\$ (35,964)	\$ (420,676)	\$ (899,100)	47%	\$ (93,318)	\$ (478,681)

CAPITAL PROJECTS FUND
SCHEDULE OF REVENUES AND EXPENDITURES
FOR THE MONTH AND YEAR TO DATE ENDED FEBRUARY 28, 2025

REVENUES:	MONTH ENDED 2/28/2025	YEAR TO DATE 2/28/2025	AMENDED BUDGET 2024-2025	% OF AMENDED BUDGET
Other revenues	\$ 1,057	\$ 3,118	\$ 4,000	78%
GENERAL AND ADMINISTRATIVE EXPENDITURES:				
Salaries - board	3,834.00	30,674	48,000	64%
Payroll taxes	-	-	4,000	0%
Life insurance, state comp, and LTC	-	-	1,000	0%
Medicare/disability	56.00	445	1,000	45%
PARS - ARS	143.00	1,150	2,000	58%
Landscaping	41,862.00	342,055	950,000	36%
Taxes and assessments	-	287	-	0%
Legal	-	-	16,000	0%
Professional services	15,800.00	220,939	335,000	66%
Accounting	131.00	1,181	2,000	59%
Small equipment and supplies	137.00	957	2,000	48%
Vehicle expenses	-	3,832	10,000	38%
General engineering	8,194.00	87,209	200,000	44%
Printing/photography	-	398	-	0%
Security	76,558.00	392,538	658,896	60%
Property maintenance	22,786.00	249,498	400,000	62%
Furniture, equipment & fixtures	-	-	5,000	0%
Utilities	4,756.00	16,191	28,000	58%
Reclaimed water	-	-	15,000	0%
Other	-	16,853	-	0%
Total general and administrative expenditures	174,257	1,364,207	2,677,896	51%
EXCESS OF EXPENDITURES OVER REVENUES	\$ (173,200)	\$ (1,361,089)	\$ (2,673,896)	51%

CAPTIAL IMPROVEMENT FUND
SCHEDULE OF EXPENDITURES
FOR THE MONTH AND YEAR TO DATE ENDED FEBRUARY 28, 2025

EXPENDITURES	MONTH ENDED 2/28/2025	YEAR TO DATE 2/28/2025	AMENDED BUDGET 2024-2025	% OF AMENDED BUDGET
Equestrian Center Capital Improvements:				
Planning, Survey and Design	\$ 20,343	\$ 124,266	\$ 1,073,000	12%
Construction Costs	-	27,964	3,565,000	1%
Small Equipment & Supplies	16,562	111,263	112,000	99%
Total expenditures	<u>36,905</u>	<u>263,493</u>	<u>4,750,000</u>	6%
EXCESS OF EXPENDITURES OVER REVENUES	\$ <u>36,905</u>	\$ <u>263,493</u>	\$ <u>4,750,000</u>	6%

ITEM NO. 7.2

Verbal Presentation