



**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

AUGUST 13, 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: 225 143 381 570 2

Passcode: 8MG3Vq6J

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

Or call in (audio only)

+1 657-204-3264

Phone Conference ID: 529 872 526#

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 by the Finance Department for August 13, 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 June 2025

RECOMMENDED ACTION: Approve the Register of Demands

6.3. Consideration of Amendment No. 1 to the Professional Services Agreement with Actum-E, LLC, for public relations consulting services, revising the name of the Consultant

RECOMMENDED ACTION: Approve Amendment No. 1

6.4. Consideration of a Maintenance Services Agreement with Janus Pest Management, Inc., for pest control services at the Expo Center, in an amount not to exceed \$200,000 through August 13, 2028

RECOMMENDED ACTION: RECOMMENDED ACTION: Approve the Agreement

6.5. Consideration of Amendment No. 1 to the Maintenance Services Agreement with San Gabriel Valley Conservation Corps extending the term through September 7, 2028, and increasing compensation by \$225,000.00

RECOMMENDED ACTION: RECOMMENDED ACTION: Approve the Amendment

7. ACTION ITEMS

7.1. Presentation and discussion regarding the Civic-Recreational-Industrial Authority's Financial Report for June 30, 2025

RECOMMENDED ACTION: Receive and file the report

7.2. Update on the Expo Center

RECOMMENDED ACTION: Receive and file

8. PUBLIC HEARINGS-NONE

9. **ADMINISTRATION OF OATH OF OFFICE**

10. **CLOSED SESSION**

11. **EXECUTIVE DIRECTOR COMMUNICATIONS**

12. **AB 1234 REPORTS**

13. **BOARD MEMBER COMMUNICATIONS**

14. **PUBLIC COMMENTS**

15. Adjournment. The next regular Civic-Recreational-Industrial Authority Meeting is Wednesday, September 10, 2025, at 9:00 AM.

ITEM NO. 6.1

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
AUTHORIZATION FOR PAYMENT OF BILLS
Board Meeting August 13, 2025

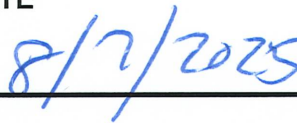
<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
121	CRIA - CAPITAL IMPROVEMENT	206,794.25
360	INDUSTRY HILLS EXPO OPERATING ACCOUNT	360,875.16
TOTAL ALL FUNDS		567,669.41

<u>BANK</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
WFCK	WELLS FARGO CHECKING	567,669.41
TOTAL ALL BANKS		567,669.41

APPROVED PER EXECUTIVE DIRECTOR



DATE



Civic-Recreational-Industrial Authority
Board Meeting
August 13, 2025

Check	Date	Payee Name		Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking				
12244	07/16/2025	VALLEY VISTA SERVICES, INC		\$3,118.61
	Invoice	Date	Description	Amount
	2526936	07/01/2025	IH RODEO STORAGE BOXES JUL 2025	\$491.45
	2527177	07/01/2025	ORGANIC BINS LANDSCAPE MAINT- CRIA	\$2,627.16
12245	07/23/2025	INDUSTRY PUBLIC UTILITIES		\$5,289.20
	Invoice	Date	Description	Amount
	2026-00000103	07/01/2025	4/17-6/16/25 SVC-MAIN GUARD SHACK	\$116.62
	2026-00000104	07/01/2025	4/17-6/16/25 SVC-GRAND ARENA - E SIDE OF PARKING	\$248.23
	2026-00000105	07/01/2025	4/17-6/16/25 SVC-GRAND ARENA - S SIDE OF PARKING	\$99.72
	2026-00000106	07/01/2025	4/17-6/16/25 SVC-NEAR CAFE @ GRAND EXPO	\$173.44
	2026-00000107	07/01/2025	4/17-6/16/25 SVC-PATIO CAFE	\$65.29
	2026-00000108	07/01/2025	4/17-6/16/25 SVC-GRAND ARENA CAFE	\$315.79
	2026-00000109	07/01/2025	4/17-6/16/25 SVC-SNACK BAR @ GRAND ARENA	\$367.63
	2026-00000110	07/01/2025	4/17-6/16/25 SVC-BUILDING 4-E SIDE PLANTER AREA	\$590.51
	2026-00000111	07/01/2025	4/17-6/16/25 SVC-WATER TOWER @ PAVILION PARKIN	\$1,390.49
	2026-00000112	07/01/2025	4/17-6/16/25 SVC-ARENA NEAR BUNKHOUSE	\$196.49
	2026-00000113	07/01/2025	4/17-6/16/25 SVC-EXPO OFFICE	\$295.99
	2026-00000114	07/01/2025	4/17-6/16/25 SVC-BARN D	\$327.83
	2026-00000115	07/01/2025	4/17-6/16/25 SVC-DC @ BARN D	\$114.31
	2026-00000116	07/01/2025	4/17-6/16/25 SVC-BARN E	\$228.33
	2026-00000117	07/01/2025	4/17-6/16/25 SVC-DC @ BARN E	\$114.31
	2026-00000118	07/01/2025	4/17-6/16/25 SVC-BATHROOM @ BARN E	\$256.19
	2026-00000119	07/01/2025	4/17-6/16/25 SVC-HORSE TRAINING ARE BEHIND BUNK	\$200.47
	2026-00000120	07/01/2025	4/17-6/16/25 SVC-1ST GUARD SHACK	\$73.25
	2026-00000121	07/01/2025	4/17-6/16/25 SVC-S SIDE OF BLDG BEHIND GATED ARE	\$114.31

**Civic-Recreational-Industrial Authority
Board Meeting
August 13, 2025**

Check	Date		Payee Name	Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking				
12246	08/13/2025		A.D. WILSON, INC.	\$102,947.53
	Invoice	Date	Description	Amount
	256331	07/01/2025	MAINT SVC-EXPO CENTER	\$102,947.53
12247	08/13/2025		BLAKE AIR CONDITIONING COMPANY	\$1,089.00
	Invoice	Date	Description	Amount
	M64110	06/15/2025	HVAC MAINT @ EXPO	\$1,089.00
12248	08/13/2025		CINTAS CORPORATION LOC 693	\$145.53
	Invoice	Date	Description	Amount
	9331873632	07/31/2025	LEASE FEE AED MACHINE EXPO CNTR-JULY 2025	\$145.53
12249	08/13/2025		CITY OF INDUSTRY	\$714.55
	Invoice	Date	Description	Amount
	2025-00002147	06/30/2025	JUNE 2025-FUEL COSTS	\$714.55
12250	08/13/2025		CNC ENGINEERING	\$99,283.75
	Invoice	Date	Description	Amount
	512919	07/10/2025	PAVILION UPGRADES	\$147.50
	512920	07/10/2025	PAVILION UPGRADES	\$717.50
	512921	07/10/2025	EXPO CENTER ALARM SYSTEM UPGRADES	\$8,067.50
	512922	07/10/2025	EXPO CENTER AUDIO/VIDEO UPGRADES	\$450.00
	512928	07/10/2025	EXPO CENTER - STANDARDS OF FACILITIES MAINTEN	\$7,765.00
	513049	07/31/2025	EXPO CENTER - STANDARDS OF FACILITIES MAINTEN	\$35,991.25
	513037	07/31/2025	PAVILION UPGRADES	\$20,617.50
	513038	07/31/2025	PAVILION UPGRADES	\$995.00
	513039	07/31/2025	EXPO CENTER ALARM SYSTEM UPGRADES	\$15,955.00

**Civic-Recreational-Industrial Authority
Board Meeting
August 13, 2025**

Check	Date		Payee Name	Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking				
	513040	07/31/2025	EXPO CENTER AUDIO/VIDEO UPGRADES	\$7,597.50
	513041	07/31/2025	EXPO CENTER AUDIO/VIDEO UPGRADES	\$372.50
	513042	07/31/2025	EXPO CENTER OFFICE IMPROVEMENTS	\$607.50
12251	08/13/2025		CRIA-EQUESTRIAN CENTER	\$85,000.00
	Invoice	Date	Description	Amount
	JUN-25	07/29/2025	REIMBURSEMENT FOR JUNE 2025 OPERATING COSTS	\$85,000.00
12252	08/13/2025		CRIA-PAYROLL ACCOUNT	\$4,000.00
	Invoice	Date	Description	Amount
	JUL-25	07/10/2025	REPLENISH PAYROLL ACCT FOR JULY 2025	\$4,000.00
12253	08/13/2025		ELEVATE PUBLIC AFFAIRS, LLC	\$6,000.00
	Invoice	Date	Description	Amount
	4554	07/09/2025	PROFESSIONAL SVC-JUNE 2025	\$6,000.00
12254	08/13/2025		FRAZER, LLP	\$5,177.00
	Invoice	Date	Description	Amount
	194288	06/30/2025	PROFESSIONAL SVC-JUNE 2025	\$5,177.00
12255	08/13/2025		GARCIA'S FENCE CORP	\$685.00
	Invoice	Date	Description	Amount
	072510	07/11/2025	FENCE MAINT SVC-CRIA	\$685.00
12256	08/13/2025		IDS GROUP, INC.	\$1,314.00
	Invoice	Date	Description	Amount
	20X47.00-27	06/30/2025	ELECTRICAL ENGINEERING SVC	\$1,314.00

**Civic-Recreational-Industrial Authority
Board Meeting
August 13, 2025**

Check	Date		Payee Name	Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking				
12257	08/13/2025		INDUSTRY SECURITY SERVICES	\$78,116.49
	Invoice	Date	Description	Amount
	SG-ECGP-2044	06/27/2025	6/20-6/26/25 SECURITY SVC-EXPO CENTER	\$12,465.60
	SG-ECGP-2047	07/11/2025	7/4-7/10/25 SVC-SECURITY SVC-EXPO CENTER	\$13,462.50
	SG-ECGP-2048	07/18/2025	7/11-7/17/25 SECURITY SVC-EXPO CENTER	\$12,778.08
	SG-ECGP-2046	07/04/2025	6/27-7/3/25 SECURITY SVC- EXPO CENTER	\$12,836.91
	SG-ECGP-2049	07/25/2025	7/18-7/24/25 SECURITY SVC - EXPO CENTER	\$13,795.32
	SG-ECGP-2050	08/01/2025	7/25-7/31/25 SECURITY SVC-EXPO CNTR	\$12,778.08
12258	08/13/2025		ISN GLOBAL ENTERPRISES, INC.	\$48,490.65
	Invoice	Date	Description	Amount
	#1-EXPO-2142	08/01/2025	AUDIO UPGRADES @ GRAND ARENA	\$48,490.65
12259	08/13/2025		JANUS PEST MANAGEMENT	\$185.00
	Invoice	Date	Description	Amount
	285564	07/10/2025	MONTHLY PEST SVC - CONDO'S @ EXPO	\$185.00
12260	08/13/2025		KLINE'S PLUMBING, INC.	\$19,782.90
	Invoice	Date	Description	Amount
	13982	02/05/2025	JET CLEAN 3 AREA DRAINS @ PAVILION PARKING LOT	\$5,800.00
	14229	06/27/2025	REPAIR LEAK TO HORSE BUCKET/FILL VALVE EXPO B,	\$350.00
	14188	06/09/2025	INSPECT/REPAIR LEAKING PIP BEHIND RV STN @ EXP	\$1,150.00
	14230	06/30/2025	REMOVE/REPLACE DRINKING FOUNTAIN @EXPO COV	\$12,482.90
12261	08/13/2025		MERRITT'S ACE HARDWARE	\$66.08
	Invoice	Date	Description	Amount

**Civic-Recreational-Industrial Authority
Board Meeting
August 13, 2025**

Check	Date		Payee Name	Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking				
	147665-A	07/11/2025	PROPERTY MAINT SUPPLIES - CRIA	\$66.08
12262	08/13/2025		MX GRAPHICS, INC.	\$1,712.10
	Invoice	Date	Description	Amount
	34807	07/14/2025	PLANS/SPECS FOR EXPO PAVILION BLDG UPGRADE F	\$1,712.10
12263	08/13/2025		RED WAVE COMMUNICATIONS & ELEI	\$99,750.00
	Invoice	Date	Description	Amount
	#2-EXPO-2138	08/01/2025	CAMPUS WIDE FIRE ALARM & IT INFRASTRUCTURE UI	\$105,000.00
12264	08/13/2025		SOUTHERN TIRE MART LLC - DEPT 14	\$904.02
	Invoice	Date	Description	Amount
	7070030680	07/08/2025	VEHICLE MAINT SVC-CRIA	\$904.02
12265	08/13/2025		THE BIG NORWEGIAN	\$640.00
	Invoice	Date	Description	Amount
	57828	07/01/2025	VEHICLE MAINT SVC-CRIA	\$640.00
12266	08/13/2025		VORTEX INDUSTRIES, INC.	\$3,258.00
	Invoice	Date	Description	Amount
	04-2058868	06/26/2025	GATE MAINT SVC- CRIA	\$2,673.00
	04-2059240	06/27/2025	GATE MAINT SVC- CRIA	\$585.00

Checks	Status	Count	Transaction Amount
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Civic-Recreational-Industrial Authority
Board Meeting
August 13, 2025

Check	Date	Payee Name	Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking			
		Total	23 <u>\$567,669.41</u>

ITEM NO. 6.2

CRIA CHECK REGISTER

JUNE

2025

Industry Hills Expo Center - Check Register

DATE	CHECK #	PAYEE	AMOUNT	DETAILS
06/04/2025	19236	VOID CHECK	0.00	DATA ENTRY ERROR
06/05/2025	19237	AR-053125 ALONSO TORRES	400.00	SECURITY DEPOSIT REFUND
06/06/2025	19238	AR-060825 MONICA CADAVID	400.00	SECURITY DEPOSIT REFUND
06/13/2025	19239	PAV-060625 ABSOLOM MUASAN	700.00	SECURITY DEPOSIT REFUND
06/16/2025	19240	BRADY INDUSTRIES	4.00	PAPER,PLASTIC & CLEANING SUPPLIES EXP.
06/16/2025	19241	CNC EQUESTRIAN MANAGEMENT	15,000.00	MONTHLY MANAGEMENT FEE
06/16/2025	19242	FRONTIER COMMUNICATIONS	189.47	MONTHLY WIFI EXPENSE
06/16/2025	19243	HARBOR DISTRIBUTING,LLC	150.50	BEV.ORDER/ALCOHOL INVENTORY
06/16/2025	19244	INDUSTRY SECURITY SERVICES, INC.	5,190.60	EVENT SECURITY SERVICES
06/16/2025	19245	JAM GOLF CARS	980.78	VEHICLE MAINTENANCE EXPENSE
06/16/2025	19246	JANUS PEST MANAGEMENT, INC.	1,258.00	PEST CONTROL
06/16/2025	19247	JUAN LOPEZ	3,342.50	IT CONSULTING AND SUPPORT SERVICES.
06/16/2025	19248	MARTHA CUEVAS	705.00	POPCORN FOR LASD MET-AUTISM RESOURCE EVENT
06/16/2025	19249	OFFICE DEPOT	271.67	OFFICE SUPPLIES EXPENSE
06/16/2025	19250	OS4 LABOR	11,974.01	CONTRACT LABOR W/E 05/11/25, 06/01/25,& 06/08/25
06/16/2025	19251	VOID CHECK	0.00	DATA ENTRY ERROR
06/16/2025	19252	ROGERS,CLEM & CO.	2,200.00	ACCT'G & CONSULTING SERVICES.
06/16/2025	19253	SATSUMA LANDSCAPE	8,674.00	MONTHLY LANDSCAPE MAINTENANCE-JUNE
06/16/2025	19254	SO CAL GAS	19.98	MONTHLY UTILITY EXPENSE
06/16/2025	19255	SOUTHERN GLAZER'S OF CA SOUTH	2,251.94	BEV.ORDER/ALCOHOL INVENTORY
06/16/2025	19256	STAGING CANADELL	1,734.83	REPLACEMENT PARTS/BANQUET STAGE.
06/16/2025	19257	STAPLES	97.45	OFFICE SUPPLIES EXPENSE
06/16/2025	19258	SYSCO	910.35	BEV.ORDER/ALCOHOL INVENTORY
06/16/2025	19259	TBS CLEANING SERVICE	2,100.00	SHUTTLE SERVICES MA-040525
06/16/2025	19260	THE FLY GUY	692.28	MATERIAL REFILL-FLY ABATEMENT SYSTEM.
06/16/2025	19261	VALLEY VISTA SERVICES	9,846.74	ROLLOFF, DUMP FEES, STORAGE BOX RENTAL.
06/16/2025	19262	XEROX FINANCIAL SERVICES	825.28	MONTHLY LEASE PMT-COPIER.
06/16/2025	19263	CNC EQUESTRIAN MANAGEMENT	36,000.00	MONTHLY SALARIES-JUNE
06/16/2025	19264	CNC EQUESTRIAN MANAGEMENT	2,124.66	REIIMB. FOR CC PURCHASES.
06/16/2025	19265	OFFICE DEPOT	165.96	OFFICE SUPPLIES EXPENSE
06/16/2025	19266	OS4 LABOR	555.87	CONTRACT LABOR W/E 06/08/25 LATE TIMESHEETS
06/16/2025	19267	SOUTHERN GLAZER'S OF CA SOUTH	2,448.36	BEV.ORDER/ALCOHOL INVENTORY
06/16/2025	19268	California Dept. of Tax and Fee Admin.	13,333.00	QRTLTY SALES TAX PMT.
06/18/2025	19269	CINTAS	1,044.13	MATS, MOPS AND UNIFORMS.
06/18/2025	19270	CNC EQUESTRIAN MANAGEMENT	38,761.06	EXPO FAC. MAINT. SATSUMA-APRIL/MAY

CRIA CHECK REGISTER

JUNE
2025

06/18/2025	19271	HOME DEPOT	1,697.42	PROPERTY MAINT. SUPPLIES EXPESE.
06/18/2025	19272	PITNEY BOWES	49.99	POSTAGE EXPENSE
06/18/2025	19273	TBS CLEANING SERVICE	9,586.50	RR,TRASH & CLEANING MA-050225 (4-DAYS)
06/18/2025	19274	STAPLES	86.76	OFFICE SUPPLIES EXPENSE
06/18/2025	19275	PAV-061325 VIRGINIA MENDOZA	700.00	SECURITY DEPOSIT REFUND
06/18/2025	19276	AR-061425 ANGIE PEREZ	400.00	SECURITY DEPOSIT REFUND
06/19/2025	19277	PET002-PETTY CASH	1,571.27	REPLENISH PETTY CASH-MAY/JUNE RECEIPTS
06/25/2025	19278	AR-092725 MICHELLE ROSSELLI	500.00	SECURITY DEPOSIT REFUND
06/27/2025	19279	ANHEUSER BUSCH SALES OF AMERICA	284.25	BEV.ORDER/ALCOHOL INVENTORY
06/27/2025	19280	BRADY INDUSTRIES	375.05	PAPER,PLASTIC & CLEANING SUPPLIES EXP.
06/27/2025	19281	BROWN & BROWN OF CALIFORNIA INC.	302.00	TULIP INSURANCE PREMIUM
06/27/2025	19282	CINTAS	2,088.26	MATS, MOPS AND UNIFORMS.
06/27/2025	19283	CNC EQUESTRIAN MANAGEMENT	39,426.24	EXPO FAC. MAINT. SATSUMA-APRIL/MAY
06/27/2025	19284	DEPT. OF ALCOHOLIC BEV. CONTROL	1,240.00	ANNUAL LICENSE FEES-2025/26
06/27/2025	19285	FRONTIER COMMUNICATIONS	757.46	MONTHLY PHONE CHARGES
06/27/2025	19286	HARBOR DISTRIBUTING,LLC	431.25	BEV.ORDER/ALCOHOL INVENTORY
06/27/2025	19287	INDUSTRY SECURITY SERVICES, INC.	1,045.50	EVENT SECURITY SERVICES
06/27/2025	19288	JANUS PEST MANAGEMENT, INC.	2,293.00	PEST CONTROL
06/27/2025	19289	OFFICE DEPOT	55.00	OFFICE SUPPLIES EXPENSE
06/27/2025	19290	OS4 LABOR	2,018.25	CONTRACT LABOR W/E 05/31 & 06/15/25
06/27/2025	19291	PITNEY BOWES	196.68	POSTAGE EXPENSE
06/27/2025	19292	SOUTHERN CALIFORNIA EDISON	19,403.68	MONTHLY UTILITY EXPENSE
06/27/2025	19293	SOUTHERN GLAZER'S OF CA SOUTH	1,299.44	BEV.ORDER/ALCOHOL INVENTORY
06/27/2025	19294	STAPLES	22.03	OFFICE SUPPLIES EXPENSE
06/27/2025	19295	SYSCO	1,629.80	BEV.ORDER/ALCOHOL INVENTORY
06/27/2025	19296	TBS CLEANING SERVICE	672.00	RR,TRASH & CLEANING MA-062025
06/27/2025	19297	CINTAS	1,044.13	MATS, MOPS AND UNIFORMS.
06/27/2025	19298	PAV-041125 CATHOLIC RESOURCE CTR	700.00	SECURITY DEPOSIT REFUND
06/27/2025	19299	STEVE MITTLEIDER	600.00	2 CAMERA SHOOT-SPDWY 060725
06/30/2025	19300	PCR CASH	892.21	REPLENISH PETTY CASH JUNE RECEIPTS
TOTAL			255,720.59	

ITEM NO. 6.3



CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

MEMORANDUM

TO: Honorable Chairperson and Members of the Board

FROM: Joshua Nelson, Executive Director

STAFF: Sam Pedroza, Asst. City Manager

DATE: August 13, 2025

SUBJECT: Consideration of Amendment No. 1 to the Professional Services Agreement with Actum-E, LLC, for public relations consulting services, revising the name of the Consultant

Background:

On October 12, 2022, the CRIA Board approved a Professional Services Agreement ("Agreement") with Elevate Public Affairs, LLC ("Elevate") for a not-to-exceed amount of \$360,000.00 through October 31, 2027. Elevate provides public relations consulting services for the Expo Center, including sharing special event information, preparing communication tools to increase event attendance, creating opportunities for positive media exposure, and other related support services.

Discussion:

In July 2025, Elevate merged with Actum, LLC, a global consulting firm, and began doing business as Actum-E, LLC. The proposed amendment revises the name of the Consultant. No other changes have been made to the Agreement.

Fiscal Impact:

The cost for public relations consulting services is included in the adopted budget for FY 25/26. No appropriation is needed at this time.

Recommendation:

Staff recommends that the CRIA Board approve Amendment No. 1 to the Agreement.

Exhibits:

- 1. Amendment No. 1 to the Professional Services Agreement with Actum-E, LLC, dated August 13, 2025
- 2. Elevate Public Affairs, LLC Professional Services Agreement dated October 12, 2022

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT WITH
ACTUM-E, LLC.**

This Amendment No. 1 to the Professional Services Agreement (“Agreement”), is made and entered into this 13th day of August, 2025 (“Effective Date”), by and between the Civic-Recreational-Industrial Authority, a public body (“CRIA”) and Actum-E, LLC, a California limited liability company (“Consultant”). CRIA and Consultant are hereinafter collectively referred to as the “Parties”.

RECITALS

WHEREAS, on or about October 12, 2022, the CRIA Board approved the Agreement with Elevate Public Affairs, LLC, to provide public relations consulting services; and

WHEREAS, in July 2025, Elevate Public Affairs, LLC merged with Actum LLC, a global consulting firm, and will henceforth be doing business as Actum-E, LLC; and

WHEREAS, the Parties desire to amend the Agreement to revise the name of the Consultant; and

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

AMENDMENT

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

Effective immediately, all instances of the term “Elevate Public Affairs, LLC” shall mean “Actum-E, LLC”

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.

(SIGNATURES ON FOLLOWING PAGE)

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

“CRIA”
Civic-Recreational-Industrial Authority

“CONSULTANT”
Actum-E, LLC.

By: _____
Joshua Nelson, Executive Director

By: _____
Elizabeth Hansell, Principal

Attest:

By: _____
Julie Gutierrez-Robles, Secretary

APPROVED AS TO FORM

By: _____
James M. Casso, General Counsel

EXHIBIT A TO AMENDMENT NO. 1

PROFESSIONAL SERVICES AGREEMENT WITH ACTUM-E, LLC DATED OCTOBER
12, 2022

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of October 12, 2022 (“Effective Date”), between the Civic-Recreational-Industrial Authority, a public body (“CRIA”) and Elevate Public Affairs, LLC, a California limited liability company (“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 October 31, 2027, 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 public relations consulting 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 the 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 Three Hundred Sixty Thousand Dollars s) 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 4 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 the 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 the 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 the 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 shall indemnify, defend and hold harmless, the CRIA, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including contributions to any retirement and/or pension plan, legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Consultant's or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant, service as an independent contractor. The indemnity provisions set forth in this Section 9 shall survive the termination of this Agreement and are in addition to any other rights or remedies CRIA may have under the law.

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 the 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 Mayor Dave Way, Suite 100
City of Industry, CA 91744
Attention: 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: Elevate Public Affairs, LLC
10474 Santa Monica Boulevard, #405
Santa Monica, CA 90025
Attention: Elizabeth Hansell, Principal

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-Recreation-Industrial Authority

By: 
Joshua Nelson, Executive Director

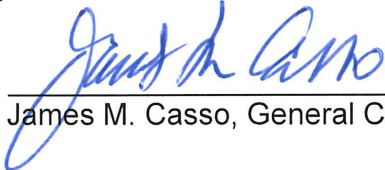
“CONSULTANT”
Elevate Public Affairs, LLC

By: 
Elizabeth Hansell, 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 including, but not limited to:

- Support Expo Center staff with media management to highlight events and activities hosted at the Expo to a wide-ranging audience including constituents, the business community, outside governmental agencies, other municipalities and the media.
- Provide social media content creation and monitoring services. Services include drafting social media content and designs graphics for events taking place at the Expo Center, in addition to highlighting Expo Center venues and amenities; work with third party to ensure they are posting all content on the Expo Center's social media platforms; and monitor social media followers for content that can be highlighted and reshared across the Expo Center's social media platforms.
- Provide event management for events hosted at the Expo Center. Services include managing communications, advertising, planning, material updates, and social media for events and updating website and ticketing platform for the event.

EXHIBIT B
RATE SCHEDULE

<u>Activity</u>	<u>Rate</u>
Services set forth in Exhibit A	\$6,000.00/month

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 the 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 the 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 the 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, Director of Public Works
James Cramsie, Sr. Director of Engineering
Justin Aguilar, Field Operations Project Manager

DATE: August 13, 2025

SUBJECT: Consideration of a Maintenance Services Agreement with Janus Pest Management, Inc., for pest control services at the Expo Center, in an amount not to exceed \$200,000 through August 13, 2028

Background:

Janus Pest Management, Inc. (“Janus”) has a longstanding relationship with the City, through its provision of pest control services at the following locations: Homestead Museum, City Hall, Industry Business Council/Chamber of Commerce, Post Office, Tonner Canyon/Boy Scout Reserve, Metrolink Station, Helipad Parking Lot and Helipad, Industry Public Housing, and various other City facilities and parcels. Janus Pest has been used at Expo Center on an as-needed basis in recent years and has been productive enough in their services to warrant regular standard services throughout the campus.

Discussion:

Staff recommends approving a Maintenance Services Agreement with Janus Pest Management, Inc., for pest and rodent control needs at the Expo Center, in an amount not to exceed \$200,000 through August 13, 2028. These services will be provided on variable schedules depending on the needs of the facility. Contingency services will also be included to address any unforeseen and unexpected or emergency concerns that arise to make the campus clean and safe of pest and rodent issues for public use on a regular basis.

Fiscal Impact:

The fiscal impact is \$200,000.00 through August 13, 2028. In the adopted Fiscal Year 2025-2026 General Fund budget, \$400,000.00 was approved for this work (Account No. 360-800-8510, MP 01 34)

Recommendation:

It is recommended that the CRIA Board approve the Maintenance Services Agreement with Janus.

Exhibits:

1. Maintenance Services Agreement with Janus Pest Management, Inc. dated August 13, 2025

CIVIC-RECRECREATIONAL-INDUSTRIAL AUTHORITY

MAINTENANCE SERVICES AGREEMENT

This MAINTENANCE SERVICES AGREEMENT (“Agreement”), is made and effective as of August 13, 2025 (“Effective Date”), between the CIVIC-RECRECREATIONAL-INDUSTRIAL AUTHORITY, a public body (“CRIA”) and Janus Pest Management, 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 August 13, 2028, 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 pest control services serving a municipal agency.

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

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

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

3. MANAGEMENT

CRIA 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 Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Two Hundred Thousand Dollars (\$200,000.00) 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. The 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 Maintenance liability

When the law establishes a Maintenance 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 Maintenance services under this Agreement.

(b) Indemnity other than for Maintenance liability

Other than in the performance of Maintenance 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 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 Mayor Dave Way 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:	Janus Pest Management, Inc. P.O. Box 4649 San Dimas, CA 91773 Attn: Kristina Spicer, Operations Manager

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

“CONTRACTOR”
Janus Pest Management, Inc.

By: _____
Joshua Nelson, Executive Director

By _____
Kristina Spicer, Operations Manager

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

Location	Scope	Frequency
Expo Center – Main Office	<p>a) Contractor shall inspect the exterior of the main office facilities, including the adjacent planter beds and lawns, and provide treatment every other week as needed to suppress targeted pest issues.</p> <p>b) Contractor shall inspect the interior of the main office facilities, including rodent devices, and render treatment and maintain devices every other week as needed to suppress targeted pest issues.</p> <p>c) Contractor shall maintain twelve (12) rodent bait stations around the exterior of the main office facilities once per month to suppress rodent activity.</p>	1X/weekly (once per week) – services rendered on weekdays during regular business hours.
Expo Center – Grand Cafe	Contractor shall inspect the interior and exterior of the Grand Café facilities, including the restrooms, and provide treatment to suppress targeted pest issues.	2X/month (twice per month) – services rendered on weekdays during regular business hours.
Expo Center – Grand Arena Press Box	Contractor shall inspect and treat the exterior and interior of the Grand Arena press box as needed to suppress targeted pests.	1X/month (once per month) – services rendered on weekdays during regular business hours.
Expo Center – Cowboy Cafe	Contractor shall inspect the interior and exterior of the Cowboy Café facilities, including the restrooms, and provide treatment to suppress targeted	2X/month (twice per month) – services rendered on weekdays during regular business hours.

	pest issues.	
Expo Center - Pavillion	<p>a) Contractor shall inspect the interior and exterior of the Pavilion facilities, including the restrooms, and provide treatment to suppress targeted pest issues.</p> <p>b) Contractor shall maintain twelve (12) rodent bait stations around the exterior of the Pavilion facilities once per month to suppress rodent activity.</p>	2X/month (twice per month) – services rendered on weekdays during regular business hours.
Expo Center – Barns D & E	Contractor shall inspect the exterior of the barns and the adjacent restrooms and provide treatment as needed to suppress targeted pest issues.	1X/month (once per month) – services rendered on weekdays during regular business hours.
Expo Center – Fly Service Roll Off Dumpsters	<p>a) Contractor shall treat up to three (3) roll-off dumpsters located on the east side of the barns and N.W. of the bunkhouse to suppress targeted pest issues.</p> <p>Contractor shall treat the stable manure pits on the barns' east side to suppress targeted pest issues.</p>	2X/month (twice per month) – services rendered on weekdays during regular business hours.
Expo Center – Fly Treatment – Trash Receptacles	Contractor shall treat the trash receptacles inside and outside the barns D & E, Grand Arena, Grand Café, Cowboy Café, and Pavilion to suppress targeted pests	1X/month (once per month) – services rendered on weekdays during regular business hours.
Expo Center – Fire Ants – Main Office/Avalon	Contractor shall treat the turf and planter beds around the main office and Avalon facilities to suppress targeted pest issues.	1X/year (once per year) – services rendered on weekdays during regular business hours.
Expo Center – Spider Treatment	a) Contractor shall treat the Grand Cafe, Cowboy Cafe and Arena	1X/year (once per year) – service rendered on

	<p>grandstands to address targeted pest issues.</p> <p>b) Contractor shall remove spider webs and egg sacs from the Grand Cafe, Cowboy Café the Arena grandstands (lower levels) and railings.</p> <p>c) Contractor shall remove spider webs and egg sacs from readily accessible light fixtures secured to the underside of the grandstands.</p>	weekdays during regular business hours.
Expo Center – Fly Trap Service – Main Office	Contractor shall maintain eight (8) Advantage fly traps on the south side of the Main Office, secured to the split-rail fence, to suppress targeted pests.	2X/month (twice per month) – services rendered on weekdays during regular business hours.
Expo Center – Fly Trap Service – Avalon	Contractor shall maintain six (6) Advantage fly traps around the West lawn area of the Avalon facilities to facilitate the suppression of targeted pests	2X/month (twice per month) – services rendered on weekdays during regular business hours.
Expo Center – Fly Trap Service – Pavillion	Contractor shall maintain ten (10) Advantage fly traps around the exterior of the Avalon to facilitate the suppression of the targeted pest issue.	2X/month (twice per month) – services rendered on weekdays during regular business hours.
Expo Center – Fly Trap Service – Barns	Contractor shall maintain eight (8) Advantage fly traps around the exterior of the Barns to facilitate the suppression of the targeted pest issue.	2X/month (twice per month) – services rendered on weekdays during regular business hours.
Expo Center – Fly Trap Service – Barns (Annual)	Contractor shall maintain approximately fifty-six (56) Advantage fly traps on the exterior barn walls along Barnes D & E to suppress the targeted pest issue during the Industry Hills Charity Pro Rodeo.	The annual program includes initial installation, minimal mounting hardware/device replacement, and two post-event maintenance services – services rendered on weekdays during regular business hours.

Expo Center – Mosquito Treatment – Barns D & E	Contractor shall treat the foliage around the exterior of the barns D & E to suppress the targeted pest issue.	Twice per month (September to November) – services rendered on weekdays during regular business hours.
Expo Center – Mosquito Treatment – Grand Cafe	Contractor shall treat the foliage around the exterior of the Grand Cafe to suppress the targeted pest issue.	Twice per month (September to November) – services rendered on weekdays during regular business hours.
Expo Center – Mosquito Trap: Service – Barns D & E	Contractor shall install and maintain sixteen (16) In2Care mosquito traps along the exterior of Barns D & E to suppress the targeted pest issue.	Twice per month (September to November) – services rendered on weekdays during regular business hours.
Sheriff’s Equestrian Center	Contractor shall treat exterior of the office facility to suppress targeted pest issue	1X/quarterly (once per quarter) – services rendered on weekdays during regular business hours.

EXHIBIT B
RATE SCHEDULE

Service	Service Frequency	Service Charge
Main Office	1X/weekly	\$532.00/month
Grand Cafe	2X/month	\$130.00/month
Grand Arena Press Box	1X/month	\$65.00/month
Cowboy Cafe	2X/month	\$130.00/month
Pavilion	2X/month	\$260.00/month
Barns D & E	1X/month	\$145.00/month
Fly Service – Roll-off Dumpsters	2X/month	\$330.00/month
Fly Service – Trash Receptacles	1X/month	\$380.00/month
Fire Ant Treatment – Main/Avalon	1X/year	\$980.00/service
Spider Treatment – Arena/Cafes	1X/year	\$520.00/service
Fly Trap Service – Main Office	2X/month	\$256.00/month
Fly Trap Service – Avalon	2X/month	\$192.00/month
Fly Trap Service – Pavilion	2X/month	\$320.00/month
Fly Trap Service – Barns	2X/month	\$256.00/month
Fly Trap Service – Barns/Annual	1X/year	\$2,980.00/service
Mosquito Treatment – Barns D, E	2X/month @ 3 months	\$700.00/month
Mosquito Treatment – Grand Cafe	2X/month @ 3 months	\$700.00/month
Mosquito Trap Service	2X/month @ 3 months	\$960.00/month
Sheriff's Equestrian Office Portable	1X/quarter	\$85.00/quarter

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.

Maintenance liability (errors & omissions) insurance. Contractor shall maintain Maintenance 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. 6.5



CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

MEMORANDUM

TO: Honorable Chairperson and Members of the Board

FROM: Joshua Nelson, Executive Director

STAFF: Mathew Hudson, Director of Public Works
James Cramsie, Sr. Director of Engineering
Justin Aguilar, Field Operations Project Manager

DATE: August 13, 2025

SUBJECT: Consideration of Amendment No. 1 to the Maintenance Services Agreement with San Gabriel Valley Conservation Corps extending the term through September 7, 2028, and increasing compensation by \$225,000.00

Background:

On September 7, 2022, the Board approved a Maintenance Services Agreement (“Agreement”) with San Gabriel Valley Conservation Corps (“SGVCC”) for general landscape maintenance within the Expo Center. Services included weed abatement, trash and debris removal, small tree planting and removals, graffiti removal, and other related as needed maintenance. The Agreement would be for three years, for an amount not to exceed \$225,000.00.

Discussion:

Staff recommends approval of Amendment No. 1 to extend the term through September 7, 2028 and increase compensation by \$225,000.00 to allow SGVCC to continue providing landscape maintenance services throughout Expo Center. Currently, Staff has applied for a fire prevention grant through Cal Fire. If successful, these services would be covered under the grant.

Fiscal Impact:

The fiscal impact is \$225,000.00 over three years. In the Fiscal Year 2025-2026 adopted budget, \$950,000.00 is approved for this work (Account No. 360-800-5068, MP 01 34) and no appropriations are required.

Recommendation:

It is recommended that the Board approve Amendment No. 1 to the Maintenance Services Agreement with SGVCC.

Exhibits:

1. Amendment No. 1 to the Maintenance Services Agreement with San Gabriel Valley Conservation Corps. dated August 13, 2025
2. Approval Letter - San Gabriel Valley Corps - CRIA

**AMENDMENT NO. 1
TO MAINTENANCE SERVICES AGREEMENT WITH
SAN GABRIEL VALLEY CONSERVATION AND SERVICES CORPS.**

This Amendment No. 1 to the Maintenance Services Agreement (“Agreement”) is made and entered into this 13th day of August 2025, (“Effective Date”) between the Civic-Recreational-Industrial Authority (“CRIA”), a public body, and San Gabriel Valley Conservation and Services Corps., a California non-profit corporation (“Contractor”). CRIA and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about September 7, 2022, the Agreement was entered into and executed between CRIA and Contractor’s to provide general landscape and maintenance services through September 7, 2025 in an amount not to exceed \$225,000.00; and

WHEREAS, the Parties desire to extend the term of the Agreement through September 7, 2028 to allow Contractor to continue providing services, along with a companion increase in compensation of \$225,000.00; and

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

AMENDMENT

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

1. TERM

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

This Agreement shall commence on the Effective Date and shall remain and continue in effect until tasks described herein are completed, but in no event later than September 7, 2028, unless sooner terminated pursuant to the provisions of this Agreement.

4. PAYMENT

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

- (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 Four Hundred Fifty Thousand Dollars (\$450,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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. 1 to the Agreement as of the Effective Date.

“CRIA”
Civic Recreational Industrial Authority

“CONTRACTOR”
San Gabriel Valley Conservation and Services Corps.

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

CIVIC-RECRECREATIONAL-INDUSTRIAL AUTHORITY

MAINTENANCE SERVICES AGREEMENT

This MAINTENANCE SERVICES AGREEMENT ("Agreement"), is made and effective as of September 7, 2022 ("Effective Date"), between the CIVIC-RECRECREATIONAL-INDUSTRIAL AUTHORITY, a municipal corporation ("CRIA") and San Gabriel Valley Conservation and Services Corps., a California non-profit 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 September 7, 2025, 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 general landscape and maintenance services, serving a public agency.

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

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

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

3. MANAGEMENT

CRIA 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 monthly, in accordance with the payment rate and terms and the schedule of payments as set forth in Exhibit B ("Rate Schedule") attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Two Hundred Twenty Five Thousand Dollars (\$225,000.00) 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

Contractor represents and warrants that it is a "Community Conservation Corps" within the meaning of Public Resources Code Section 14507.5 and has been certified as such by the California Conservation Corps. As such, Contractor is not subject to prevailing wages pursuant to Labor Code Section 1720.4.

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 other than for 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 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 Mayor Dave Way
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: Norma Quinones, Executive Director
San Gabriel Valley Conservation and Services
Corps.
10900 Mulhall Avenue
El Monte, CA 91731

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.

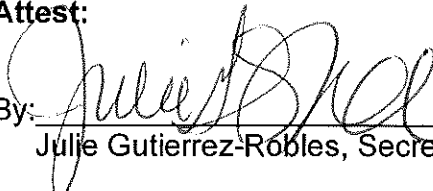
“CRIA”
Civic-Recreational-Industrial Authority

“CONTRACTOR”
San Gabriel Valley Conservation and
Services Corps.


By: 
Joshua Nelson, Executive Director

By: 
Norma Quinones, Executive Director

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 maintenance services on an as-need, as-requested basis, throughout Expo Center as set forth below:

- Provide weed abatement and/or general landscape maintenance services
- Debris and brush removal
- Planting of trees and shrubs under 15 feet
- Concrete cleanup
- Graffiti removal
- Native vegetation management
- Tree trimming (under 15 feet) and stump grinding
- Tree removal (under 15 feet)
- Trail maintenance
- Erosion control
- Fire fuel reduction

EXHIBIT B
RATE SCHEDULE

General (all inclusive) Labor Rate	\$46 per labor hour	Labor rate includes all necessary Insurance, crew supervision, project coordination, tools and administrative costs associated with the project for a minimum crew size of 5 corps members and 1 supervisor. This rate includes landscape maintenance/ brush clearance The rate does not include materials or equipment rental.
Vehicle Cost Pool	\$1 per mile	The San Gabriel Valley Conservation Corps (SGVCC) uses a vehicle pool for costing vehicle mileage. All vehicle costs for the month are applied to the vehicle cost pool expenses and all vehicle cost pool miles are applied to the grant for which the vehicle is used. At the end of the month SGVCC divides the total vehicle costs by the total vehicle miles to determine the vehicle cost rate for that month. The grant is then charged the vehicle cost rate per the miles allocated to that grant. On average, that rate is approximately \$1.00 per mile.
Per Unit Cost for Tree Planting 48" box street trees 36" box open street trees 24" box street trees 15 gallon street trees 24" box open space trees 15 gallon open space trees	Labor Cost/Tree \$1225 labor cost per tree \$450 labor cost per tree \$275 labor cost per tree \$200 labor cost per tree \$440 labor cost per tree \$220 labor cost per tree	Tree & native planting costs include all labor, supervision, coordination, transportation, tools, insurance, and administrative costs associated with the project. The rate does not include any materials (trees, stakes, plants, etc.) or equipment rental.

Per Unit Cost for Plants & Shrubs 5 gallon plants 1 gallon plants	\$30 labor cost per plant \$20 labor cost per plant	
Concrete Cuts	\$35 per square foot	Cost is inclusive of labor, equipment, concrete disposal, as well as storm water capture and disposal.
Graffiti Removal	\$1250 per day	Cost is inclusive of labor (assuming a 3-man crew), materials, equipment, and transportation.
Equipment Rental Water Trailer \$150 per day Landscaping Trailer \$90 per day Heavy Equipment Rental Variable		
<p>Services such as irrigation installation, playground construction, native vegetation, tree trimming, stump grinding, tree removal, growing and installation are calculated on a per project basis.</p> <p>Contractor's Environmental Project Manager will be the contact for all Environmental questions.</p> <p>If CRIA is in need of any assistance, please call 626-655-0015.</p>		

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: August 13, 2025

SUBJECT: Civic-Recreational-Industrial Authority June 30, 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 June 30, 2025, the Expo Center generated revenues of \$116,939 and expenses of \$235,722 resulting in a net operating loss of \$118,783.

Year to date revenues amounted to \$2,020,611, which represents approximately 118% of the budgeted revenues of \$1,711,100 for the year ended June 30, 2025.

Year to date operating expenses through June 30, 2025 amounted to \$2,672,017, which represents approximately 102% 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 \$638,000 from the Capital Project fund through June 30, 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 \$2,062,509 of year to date expenditures through June 30, 2025 which represents approximately 77% of budgeted expenditures. Year to date transfers from the City of Industry amounted to \$3,107,999 of which \$638,000 was transferred to the Expo Center resulting in net transfers of \$2,469,999 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 June 30, 2025, expenditures for capital improvements amounted to \$350,723 with year to date expenditures of \$779,767. This represents 16% 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 June 30, 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

June 30, 2025

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

FINANCIAL STATEMENTS

June 30, 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
June 30, 2025

Expo Center Operations

During the month ended June 30, 2025 total revenues for the Facilities and Grand Arena revenues amounted to \$116,939. There were three events held in the Pavilion and six events in the Avalon Room, generating \$38,537 in Facilities revenues. Three events were held in the Grand Arena, generating \$59,474 in Grand Arena revenues.

At June 30, 2025, our financial statements reflect the following activity:

<u>Expo Center Operations</u>	<u>Month Ended 6/30/2025</u>	<u>Year To Date 6/30/2025</u>	<u>Amended Budget 2024-2025</u>	<u>% of Budget</u>	<u>Month Ended 06/30/2024</u>	<u>Year To Date 06/30/2024</u>
Total revenues	\$ 116,939	\$ 2,020,611	\$ 1,711,100	118%	\$ 150,592	\$ 1,835,959
Expenses:						
Direct Expo Center expenses	91,370	1,177,187	1,077,000	109%	79,381	1,141,305
General and administrative expenses	144,352	1,494,830	1,533,200	97%	101,158	1,305,009
Total direct Expo Center expenses	235,722	2,672,017	2,610,200	102%	180,539	2,446,314
Net (loss) income from operations	(118,783)	(651,406)	(899,100)	72%	(29,947)	(610,355)
Net (loss) income	\$ (118,783)	\$ (651,406)	\$ (899,100)	72%	\$ (29,947)	\$ (610,355)

Summarized financial information by department for the month ending June 30, 2025 and 2024:

<u>Expo Center Operations</u>	<u>Month Ended 6/30/2025</u>	<u>Month Ended 6/30/2025</u>	<u>Month Ended 6/30/2025</u>	<u>Month Ended 6/30/2025</u>
	<u>Facilities</u>	<u>Grand Arena</u>	<u>General and Admin.</u>	<u>Totals</u>
Total revenues	\$ 38,537	\$ 59,474	\$ 18,928	\$ 116,939
Expenses:				
Direct Expo Center expenses	48,750	42,620	-	91,370
General and administrative expenses	-	-	144,352	144,352
Total direct Expo Center expenses	48,750	42,620	144,352	235,722
Net (loss) income from operations	(10,213)	16,854	(125,424)	(118,783)
Net (loss) income for the month ended	\$ (10,213)	\$ 16,854	\$ (125,424)	\$ (118,783)

<u>Expo Center Operations</u>	<u>Month Ended 6/30/2024</u>	<u>Month Ended 6/30/2024</u>	<u>Month Ended 6/30/2024</u>	<u>Month Ended 6/30/2024</u>
	<u>Facilities</u>	<u>Grand Arena</u>	<u>General and Admin.</u>	<u>Totals</u>
Total revenues	\$ 80,132	\$ 70,460	\$ -	\$ 150,592
Expenses:				
Direct Expo Center expenses	44,024	35,357	-	79,381
General and administrative expenses	-	-	101,158	101,158
Total direct Expo Center expenses	44,024	35,357	101,158	180,539
Net (loss) income from operations	36,108	35,103	(101,158)	(29,947)
Net (loss) income for the month ended	\$ 36,108	\$ 35,103	\$ (101,158)	\$ (29,947)

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

EXECUTIVE SUMMARY
FINANCIAL STATEMENTS
June 30, 2025

Summarized financial information by department for the year ending June 30, 2025 and 2024:

<u>Expo Center Operations</u>	Year To Date 6/30/2025	Year To Date 6/30/2025	Year To Date 6/30/2025	Year To Date 6/30/2025
	Facilities	Grand Arena	General and Admin.	Totals
Total revenues	\$ 615,299	\$ 1,385,139	\$ 20,173	\$ 2,020,611
Expenses:				
Direct Expo Center expenses	553,447	623,740	-	1,177,187
General and administrative expenses	-	-	1,494,830	1,494,830
Total direct Expo Center expenses	553,447	623,740	1,494,830	2,672,017
Net (loss) income from operations	61,852	761,399	(1,474,657)	(651,406)
Net (loss) income year to date	\$ 61,852	\$ 761,399	\$ (1,474,657)	\$ (651,406)

<u>Expo Center Operations</u>	Year To Date 6/30/2024	Year To Date 6/30/2024	Year To Date 6/30/2024	Year To Date 6/30/2024
	Facilities	Grand Arena	General and Admin.	Totals
Total revenues	\$ 570,542	\$ 1,264,711	\$ 706	\$ 1,835,959
Expenses:				
Direct Expo Center expenses	490,569	650,736	-	1,141,305
General and administrative expenses	-	-	1,305,009	1,305,009
Total direct Expo Center expenses	490,569	650,736	1,305,009	2,446,314
Net (loss) income from operations	79,973	613,975	(1,304,303)	(610,355)
Net (loss) income year to date	\$ 79,973	\$ 613,975	\$ (1,304,303)	\$ (610,355)

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 June 30, 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 June 30, 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
June 30, 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 June 30, 2025, our financial statements reflect the following activity:

<u>Capital Projects Fund</u>	<u>Month Ended</u> <u>6/30/2025</u>	<u>Year To Date</u> <u>6/30/2025</u>	<u>Amended Budget</u> <u>2024-2025</u>	<u>% of</u> <u>Budget</u>
Total revenues	\$ 1,020	\$ 5,144	\$ 4,000	129%
Expenditures:				
General and administrative expenses	424,144	2,062,509	2,677,896	77%
Total expenses	424,144	2,062,509	2,677,896	77%
Excess of expenditures over revenues	\$ (423,124)	\$ (2,057,365)	\$ (2,673,896)	77%

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
June 30, 2025

At June 30, 2025, our financial statements reflect the following activity:

<u>Capital Improvements Fund</u>	<u>Month Ended 6/30/2025</u>	<u>Year To Date 6/30/2025</u>	<u>Amended Budget 2024-2025</u>	<u>% of Budget</u>
Equestrian Center Capital Improvements:				
Planning, Survey and Design	\$ 142,396	\$ 313,893	\$ 1,073,000	29%
Construction Costs	115,488	143,452	3,565,000	4%
Small Equipment & Supplies	92,839	322,422	112,000	288%
Total expenditures	<u>350,723</u>	<u>779,767</u>	<u>4,750,000</u>	16%
Excess of expenditures over revenues	\$ <u>350,723</u>	\$ <u>779,767</u>	\$ <u>4,750,000</u>	16%

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

BALANCE SHEET
AS OF JUNE 30, 2025

	<u>Capital Projects</u>	<u>Expo Center</u>	<u>Capital Improvements</u>
ASSETS			
CURRENT ASSETS:			
Cash and cash equivalents	\$ 280,035	\$ 133,814	\$ -
Investments	94,673	-	-
Accounts receivable, net	-	89,069	-
Prepaid insurance	-	9,074	-
Inventories	-	50,819	-
Deposits	-	3,000	-
Total current assets	<u>374,708</u>	<u>285,776</u>	<u>-</u>
CAPITAL ASSETS, net	<u>-</u>	<u>16,010,565</u>	<u>-</u>
Total assets	<u>\$ 374,708</u>	<u>\$ 16,296,341</u>	<u>\$ -</u>
LIABILITIES AND FUND BALANCE			
CURRENT LIABILITIES:			
Accounts payable	\$ 162,438	\$ 17,555	\$ 172,477
Sales tax payable	-	3,068	-
Advance rental payments	-	120,841	-
Security deposits	-	39,000	-
Other current liabilities	-	486	-
Total current liabilities	<u>162,438</u>	<u>180,950</u>	<u>172,477</u>
FUND BALANCE:			
Fund balance	<u>212,270</u>	<u>16,115,391</u>	<u>(172,477)</u>
Total liabilities and fund balance	<u>\$ 374,708</u>	<u>\$ 16,296,341</u>	<u>\$ -</u>

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

STATEMENT OF OPERATIONS
FOR THE MONTH AND YEAR TO DATE ENDED JUNE 30, 2025

	Capital Projects				Expo Center				Capital Improvements			
	MONTH ENDED 6/30/2025	YEAR TO DATE 6/30/2025	2024-2025 AMENDED BUDGET	% OF AMENDED BUDGET	MONTH ENDED 6/30/2025	YEAR TO DATE 6/30/2025	2024-2025 AMENDED BUDGET	% OF AMENDED BUDGET	MONTH ENDED 6/30/2025	YEAR TO DATE 6/30/2025	2024-2025 AMENDED BUDGET	% OF AMENDED ANNUAL BUDGET
REVENUES:												
Expo center revenues	\$ -	\$ -	\$ -	0%	\$ 116,939	\$ 2,020,611	\$ 1,711,100	118%	\$ -	\$ -	\$ -	0%
Other revenues	1,020	5,144	4,000	129%	-	-	-	0%	-	-	-	0%
Total revenues	<u>1,020</u>	<u>5,144</u>	<u>4,000</u>	129%	<u>116,939</u>	<u>2,020,611</u>	<u>1,711,100</u>	118%	<u>-</u>	<u>-</u>	<u>-</u>	0%
EXPENDITURES:												
Operating expenses	-	-	-	0%	91,370	1,177,187	1,077,000	109%	350,723	779,767	4,750,000	16%
General and administrative expenses	424,144	2,062,509	2,677,896	77%	144,352	1,494,830	1,533,200	97%	-	-	-	0%
Total expenses	<u>424,144</u>	<u>2,062,509</u>	<u>2,677,896</u>	77%	<u>235,722</u>	<u>2,672,017</u>	<u>2,610,200</u>	102%	<u>350,723</u>	<u>779,767</u>	<u>4,750,000</u>	16%
EXCESS OF EXPENDITURES OVER REVENUES	(423,124)	(2,057,365)	(2,673,896)	77%	(118,783)	(651,406)	(899,100)	72%	(350,723)	(779,767)	(4,750,000)	16%
OTHER FINANCING SOURCES, NET	<u>367,912</u>	<u>2,469,999</u>	<u>1,233,400</u>	200%	<u>85,000</u>	<u>638,000</u>	<u>899,100</u>	71%	<u>178,246</u>	<u>776,889</u>	<u>4,750,000</u>	16%
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER EXPENDITURES	(55,212)	412,634	\$ <u>(1,440,496)</u>	-29%	(33,783)	(13,406)	\$ <u>-</u>	0%	(172,477)	(2,878)	\$ <u>-</u>	0%
Fund balance, beginning	<u>267,482</u>	<u>(200,364)</u>			<u>16,149,174</u>	<u>16,128,797</u>			<u>-</u>	<u>(169,599)</u>		
Fund balance, ending	\$ <u>212,270</u>	\$ <u>212,270</u>			\$ <u>16,115,391</u>	\$ <u>16,115,391</u>			\$ <u>(172,477)</u>	\$ <u>(172,477)</u>		

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

INDUSTRY HILL EXPO CENTER
 STATEMENT OF CASH FLOWS
FOR THE YEAR TO DATE ENDED JUNE 30, 2025

	<u>AMOUNT</u>
CASH FLOWS FROM OPERATING ACTIVITIES	
Net loss before transfers and other credits	\$ (651,406)
Change in operating assets and liabilities:	
Accounts receivable, net	10,421
Prepaid insurance	(78)
Inventories	1,576
Accounts payable	647
Sales tax payable	(2,585)
Advance rental payments	(9,700)
Security deposits	(2,200)
Other current liabilities	486
Net cash used in operating activities	<u>(652,839)</u>
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES	
Other financing sources	<u>638,000</u>
NET CHANGE IN CASH	(14,839)
Cash at July 1, 2024	<u>148,653</u>
Cash at June 30, 2025	<u>\$ 133,814</u>

**INDUSTRY HILLS EXPO CENTER
SCHEDULE OF REVENUES AND EXPENSES
FOR THE MONTH AND YEAR TO DATE ENDED JUNE 30, 2025**

<u>Expo Center Operations</u>	MONTH ENDED 6/30/2025	YEAR TO DATE 6/30/2025	AMENDED BUDGET 2024-2025	% OF AMENDED BUDGET	MONTH ENDED 06/30/2024	YEAR TO DATE 06/30/2024
Expo revenues						
Facilities rentals	\$ 13,972	\$ 305,455	\$ 240,800	127%	\$ 37,431	\$ 268,961
Facilities rentals - bar sales	15,712	237,509	219,100	108%	31,679	235,979
Facilities - security	2,778	51,849	46,600	111%	5,724	50,789
Facilities - food	-	-	1,600	0%	219	1,534
Facilities - insurance	100	8,665	8,500	102%	1,300	9,500
Facilities - other	5,793	9,625	900	1069%	3,779	3,779
Facilities - concessions	182	2,196	-	0%	-	-
Grand Arena - special events rentals	10,000	196,500	182,900	107%	10,000	180,878
Grand Arena - outdoor arena rentals	-	6,900	8,000	86%	-	4,000
Grand Arena - show barn stall rentals	525	60,370	51,400	117%	700	64,585
Grand Arena - shaving sales	-	5,043	6,800	74%	-	3,963
Grand Arena - security	-	105,387	82,800	127%	-	87,758
Grand Arena - trailer parking	6,315	74,612	66,200	113%	5,390	55,210
Grand Arena - bar sales	10,892	459,519	382,600	120%	27,377	467,122
Grand Arena - food	-	-	100	0%	-	-
Grand Arena - parking	25,545	315,704	262,300	120%	22,060	254,561
Grand Arena - other	6,197	161,104	149,700	108%	4,933	146,634
Total revenues	98,011	2,000,438	1,710,300	117%	150,592	1,835,253
Direct general and administrative revenues						
G&A- Other	18,928	20,173	800	2522%	-	706
Expo expenses						
Cost of sales	(1,853)	189,792	148,700	128%	13,107	195,114
Bar supplies	-	6,796	7,500	91%	406	7,607
Promotional banquet	-	-	400	0%	-	161
Contract labor/wages	76,715	664,050	622,600	107%	45,983	634,880
Furniture/fixtures & equipment	3,072	40,616	39,900	102%	100	35,519
Facilities - insurance	302	302	-	0%	-	1,000
Miscellaneous	891	8,618	12,700	68%	-	3,434
Promotional	-	1,515	9,500	16%	1,000	18,787
Property maintenance	-	19,779	17,900	110%	-	5,879
Repairs and maintenance	-	-	300	0%	1,997	2,910
Racer purse payout	1,597	115,705	-	0%	5,726	92,809
Sales tax	519	1,147	700	164%	-	1,856
Security - Grand Arena	-	-	87,200	0%	-	2,800
Security - Facilities	6,523	54,679	56,600	97%	5,724	66,349
Shavings	741	4,380	5,200	84%	88	3,004
Supplies	2,863	52,565	46,900	112%	2,748	41,188
Equipment rental	-	17,243	20,900	83%	2,502	27,641
Total Expo expenses	91,370	1,177,187	1,077,000	109%	79,381	1,141,305
Operating net income before direct G & A and CRIA indirect expenses	25,569	843,424	634,100	133%	71,211	694,654
Direct general and administrative expenses						
Office supplies	-	14,927	19,000	0%	-	6,420
Travel and meetings	-	100	700	14%	-	232
Dues, subscriptions, books, etc.	5,606	19,819	21,400	93%	2,144	23,284
Equipment rental/lease	1,950	12,416	10,100	123%	1,735	11,876
Furniture/fixtures & equipment	-	14,292	6,800	210%	-	7,978
Advertising/printing	-	540	-	0%	-	-
Telephone	948	17,888	18,300	98%	1,499	17,678
Postage	-	1,953	1,200	163%	-	1,247
Miscellaneous	2,300	54,503	24,900	219%	3,513	29,701
Professional services	25,005	327,740	371,600	88%	22,747	307,446
Repairs and equipment	-	3,949	2,500	158%	19	3,590
Vehicle expenses	980	33,366	37,900	88%	-	37,363
Insurance and bonds	1,135	12,656	11,800	107%	1,124	13,491
Supplies	3,853	45,339	43,200	105%	3,000	39,164
Contract labor/administrative wages	62,933	525,951	521,200	101%	36,958	419,772
Property maintenance	20,218	175,801	152,400	115%	10,309	150,960
Utilities	19,424	233,590	290,200	80%	18,110	234,807
Total direct general and administrative expenses	144,352	1,494,830	1,533,200	97%	101,158	1,305,009
EXCESS OF EXPENDITURES OVER REVENUES	\$ (118,783)	\$ (651,406)	\$ (899,100)	72%	\$ (29,947)	\$ (610,355)

CAPITAL PROJECTS FUND
 SCHEDULE OF REVENUES AND EXPENDITURES
 FOR THE MONTH AND YEAR TO DATE ENDED JUNE 30, 2025

REVENUES:	MONTH ENDED 6/30/2025	YEAR TO DATE 6/30/2025	AMENDED BUDGET 2024-2025	% OF AMENDED BUDGET
Other revenues	\$ 1,020	\$ 5,144	\$ 4,000	129%
GENERAL AND ADMINISTRATIVE EXPENDITURES:				
Salaries - board	3,834	46,011	48,000	96%
Payroll taxes	-	-	4,000	0%
Life insurance, state comp, and LTC	-	-	1,000	0%
Medicare/disability	55	667	1,000	67%
PARS - ARS	144	1,726	2,000	86%
Landscaping	147,602	332,246	950,000	35%
Taxes and assessments	-	287	-	0%
Legal	15,262	19,851	16,000	124%
Professional services	14,384	291,823	335,000	87%
Accounting	123	1,747	2,000	87%
Small equipment and supplies	440	1,667	2,000	83%
Vehicle expenses	1,079	7,052	10,000	71%
General engineering	67,682	218,535	200,000	109%
Printing/photography	-	663	-	0%
Security	100,309	644,087	658,896	98%
Property maintenance	67,937	433,691	400,000	108%
Furniture, equipment & fixtures	-	-	5,000	0%
Utilities	5,293	30,290	28,000	108%
Reclaimed water	-	15,313	15,000	102%
Other	-	16,853	-	0%
Total general and administrative expenditures	<u>424,144</u>	<u>2,062,509</u>	<u>2,677,896</u>	77%
EXCESS OF EXPENDITURES OVER REVENUES	<u>\$ (423,124)</u>	<u>\$ (2,057,365)</u>	<u>\$ (2,673,896)</u>	77%

CAPITAL IMPROVEMENT FUND
 SCHEDULE OF EXPENDITURES
FOR THE MONTH AND YEAR TO DATE ENDED JUNE 30, 2025

EXPENDITURES	MONTH ENDED <u>6/30/2025</u>	YEAR TO DATE <u>6/30/2025</u>	AMENDED BUDGET <u>2024-2025</u>	% OF AMENDED BUDGET
Equestrian center capital improvements:				
Planning, survey and design	\$ 142,396	\$ 313,893	1,073,000	29%
Construction costs	115,488	143,452	3,565,000	4%
Small equipment & supplies	<u>92,839</u>	<u>322,422</u>	<u>112,000</u>	288%
Total expenditures	<u>350,723</u>	<u>779,767</u>	<u>4,750,000</u>	16%
 EXCESS OF EXPENDITURES OVER REVENUES	 <u>\$ 350,723</u>	 <u>\$ 779,767</u>	 <u>\$ 4,750,000</u>	 16%

ITEM NO. 7.2

Verbal Presentation