



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

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

DECEMBER 10, 2025 AT 1:30 PM

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: 265 584 086 421 26

Passcode: yf2hA2wL

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

Or call in (audio only)

+1 657-204-3264

Phone Conference ID: 194 690 930#

AMERICANS WITH DISABILITIES ACT:

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

AGENDAS AND OTHER WRITINGS:

In compliance with SB 343, staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 Mayor Dave Way, City of Industry, California, at the office of the City Clerk during regular business hours, Monday through Thursday 8:00 a.m. to 5:00 p.m., Fridays 8:00 a.m. to 4:00 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.

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

- 6.1. Consideration of the Register of Demands submitted by the Finance Department for December 10, 2025

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

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

RECOMMENDED ACTION: Receive and file.

- 6.3. Consideration of the minutes of the September 11, 2024 regular meeting, January 15, 2025 special meeting, August 13, 2025 regular meeting, and the September 10, 2025 regular meeting

RECOMMENDED ACTION: Approve as submitted.

- 6.4. Consideration of Resolution No. CRIA 2025-07, Confirming the Continued Existence of an Emergency Condition at the EXPO Center, and Declaring that the Public Interest and Necessity Require Certain Work to be Performed without formal Competitive Bidding Pursuant to California Public Contract Code Section 22050 and Section 3.52.110 of the City's Municipal Code

RECOMMENDED ACTION: Adopt Resolution No. CRIA 2025-07.

- 6.5. Consideration of Amendment No. 2 to the Professional Services Agreement with Alliance Project Inc., to provide building commissioning services for the New Banquet Facility at the Expo Center, extending the term through December 31, 2028 (MP 01-34 #35)

RECOMMENDED ACTION: Approve the Amendment.

- 6.6. Consideration of Amendment No. 1 to the Professional Services Agreement with Alliance Project Inc., for building commissioning services, for the Pavilion Building at the Expo Center, extending the term through December 31, 2028 (MP 01-34 #24)

RECOMMENDED ACTION: Approve the Amendment.

- 6.7. Consideration of Amendment No. 7 to the Professional Services Agreement with Melzer Deckert & Ruder Architects, Inc., for design services for the Pavilion Building Upgrades at the Industry Hills Expo Center, extending the term through June 30, 2028, revising the scope of services, and increasing compensation by \$131,320 (MP 01-34 #24)

RECOMMENDED ACTION: Approve the Amendment.

- 6.8. Consideration of a Maintenance Services Agreement for Tree Maintenance Services with North Star Land Care, in an amount not to exceed \$2,000,000.00 through December 31, 2028

RECOMMENDED ACTION: Approve the Agreement.

7. ACTION ITEMS

- 7.1. Presentation and discussion regarding the Civic-Recreational-Industrial Authority's Financial Report for October 31, 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. CLOSED SESSION-NONE

10. EXECUTIVE DIRECTOR COMMUNICATIONS

11. AB 1234 REPORTS

12. BOARD MEMBER COMMUNICATIONS

13. Adjournment. The next regular Civic-Recreational-Industrial Authority Meeting is Wednesday, January 7, 2026, at 9:00 AM.

ITEM NO. 6.1

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
AUTHORIZATION FOR PAYMENT OF BILLS
Board Meeting December 10, 2025

<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
121	CRIA - CAPITAL IMPROVEMENT	770,803.09
360	INDUSTRY HILLS EXPO OPERATING ACCOUNT	99,391.78
TOTAL ALL FUNDS		870,194.87

<u>BANK</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
WFCK	WELLS FARGO CHECKING	870,194.87
TOTAL ALL BANKS		870,194.87

APPROVED PER EXECUTIVE DIRECTOR



DATE



Civic-Recreational-Industrial Authority
Board Meeting
December 10, 2025

Check	Date		Payee Name	Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking				
12335	11/12/2025		INDUSTRY PUBLIC UTILITIES	\$5,799.68
	Invoice	Date	Description	Amount
	2026-00000772	11/01/2025	8/18-10/16/25 SVC-MAIN GUARD SHACK	\$148.71
	2026-00000773	11/01/2025	8/18-10/16/25 SVC-GRAND ARENA - E SIDE OF PARKINC	\$231.50
	2026-00000774	11/01/2025	8/18-10/16/25 SVC-GRAND ARENA - S SIDE OF PARKINC	\$134.63
	2026-00000775	11/01/2025	8/18-10/16/25 SVC-NEAR CAFE @ GRAND EXPO	\$180.32
	2026-00000776	11/01/2025	8/18-10/16/25 SVC-PATIO CAFE	\$75.50
	2026-00000777	11/01/2025	8/18-10/16/25 SVC-GRAND ARENA CAFE	\$344.21
	2026-00000778	11/01/2025	8/18-10/16/25 SVC-SNACK BAR @ GRAND ARENA	\$344.08
	2026-00000779	11/01/2025	8/18-10/16/25 SVC-BUILDING 4-E SIDE PLANTER AREA	\$525.94
	2026-00000780	11/01/2025	8/18-10/16/25 SVC-WATER TOWER @ PAVILION PARKII	\$1,790.30
	2026-00000781	11/01/2025	8/18-10/16/25 SVC-ARENA NEAR BUNK HOUSE	\$214.18
	2026-00000782	11/01/2025	8/18-10/16/25 SVC-EXPO OFFICE	\$331.09
	2026-00000783	11/01/2025	8/18-10/16/25 SVC-BARN D	\$305.11
	2026-00000784	11/01/2025	8/18-10/16/25 SVC-DC @ BARN D	\$124.60
	2026-00000785	11/01/2025	8/18-10/16/25 SVC-BARN E	\$235.83
	2026-00000786	11/01/2025	8/18-10/16/25 SVC-DC @ BARN E	\$124.60
	2026-00000787	11/01/2025	8/18-10/16/25 SVC-BATHROOM @ BARN E	\$257.48
	2026-00000788	11/01/2025	8/18-10/16/25 SVC-HORSE TRAINING AREA NEAR BUNK	\$218.51
	2026-00000789	11/01/2025	8/18-10/16/25 SVC-1ST GUARD SHACK	\$88.49
	2026-00000790	11/01/2025	8/18-10/16/25 SVC-S SIDE OF BUILDING BEHIND GATEC	\$124.60
12336	11/12/2025		VALLEY VISTA SERVICES, INC	\$3,118.61
	Invoice	Date	Description	Amount
	30343344	11/01/2025	ORGANIC BINS/LANDSCAPE MAINT - CRIA	\$2,627.16
	3034105	11/01/2025	IH RODEO/STORAGE BOXES - NOV 2025	\$491.45

Civic-Recreational-Industrial Authority
Board Meeting
December 10, 2025

Check	Date		Payee Name	Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking				
12337	12/10/2025		ACTUM-E, LLC	\$6,000.00
	Invoice	Date	Description	Amount
	202510-0257	10/31/2025	PROFESSIONAL SVC-OCT 2025	\$6,000.00
12338	12/10/2025		ALFARO COMMUNICATIONS CONSTRI	\$36,971.00
	Invoice	Date	Description	Amount
	2026-00000792	12/01/2025	COOLER PAD @ PAVILLION BLDG- EXPO	\$36,971.00
12339	12/10/2025		CINTAS CORPORATION LOC 693	\$436.59
	Invoice	Date	Description	Amount
	9344826723	10/31/2025	LEASE FEE AED MACHINE EXPO CNTR-OCT 2025	\$145.53
	9340289988	09/30/2025	LEASE FEE AED MACHINE EXPO CNTR-SEPT 2025	\$145.53
	9348798634	11/30/2025	LEASE FEE AED MACHINE EXPO CNTR-NOV 2025	\$145.53
12340	12/10/2025		CITY OF INDUSTRY	\$685.46
	Invoice	Date	Description	Amount
	2026-00000867	10/31/2025	OCT 2025-FUEL COSTS	\$685.46
12341	12/10/2025		CNC ENGINEERING	\$106,833.75
	Invoice	Date	Description	Amount
	513903	11/27/2025	EXPO CENTER - STANDARDS OF FACILITIES MAINTEN	\$20,578.75
	513904	11/27/2025	EXPO CENTER SECURITY ACCESS CONTROL SYSTEM	\$1,900.00
	513889	11/27/2025	PAVILION UPGRADES	\$41,592.50
	513890	11/27/2025	PAVILION UPGRADES	\$3,135.00
	513891	11/27/2025	EXPO CENTER ALARM SYSTEM UPGRADES	\$17,672.50
	513892	11/27/2025	EXPO CENTER AUDIO/VIDEO UPGRADES	\$5,542.50
	513893	11/27/2025	EXPO CENTER AUDIO/VIDEO UPGRADES	\$600.00

**Civic-Recreational-Industrial Authority
Board Meeting
December 10, 2025**

Check	Date		Payee Name	Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking				
	513894	11/27/2025	MISCELLANEOUS TRAILS LIGHTING IMPROVEMENTS /	\$15,222.50
	513895	11/27/2025	SECURITY CAMERA INSTALLATION AT EXPO CENTER	\$590.00
12342	12/10/2025		CRIA-PAYROLL ACCOUNT	\$5,000.00
	Invoice	Date	Description	Amount
	11/10/2025	11/10/2025	REPLENISH PAYROLL ACCT FOR NOVEMBER 2025	\$5,000.00
12343	12/10/2025		ESPY'S ELECTRICAL SERVICES INC.	\$10,675.00
	Invoice	Date	Description	Amount
	1737	10/10/2025	INSPECT & RESTORE POWER GOING INTO PATIO CAF	\$2,800.00
	1765	11/19/2025	INSTALL TRANSFORMER FOR ELECTRICAL PANEL BEI	\$7,000.00
	1768	11/21/2025	ELECTRICAL MAINT SVC-CRIA	\$875.00
12344	12/10/2025		FEC FUTURE CONTRACTORS AND EN	\$608,295.43
	Invoice	Date	Description	Amount
	#4-EXPO-2139	12/01/2025	EXPO CNTR PAVILION BLDG UPGRADES	\$640,311.01
12345	12/10/2025		FRAZER, LLP	\$5,700.00
	Invoice	Date	Description	Amount
	196164	10/31/2025	PROFESSIONAL SVC-OCT 2025	\$5,700.00
12346	12/10/2025		IRRI-CARE PLUMBING & BACKFLOW T	\$1,690.00
	Invoice	Date	Description	Amount
	18344	11/07/2025	BACKFLOW MAINT SVC-CRIA	\$1,690.00
12347	12/10/2025		ISN GLOBAL ENTERPRISES, INC.	\$9,269.07
	Invoice	Date	Description	Amount

**Civic-Recreational-Industrial Authority
Board Meeting
December 10, 2025**

Check	Date		Payee Name	Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking				
	25-685529	11/17/2025	REPLACEMENT TV & TV ENCLOSURE-EXPO CNTR AV/	\$9,269.07
12348	12/10/2025		KLINE'S PLUMBING, INC.	\$1,905.00
	Invoice	Date	Description	Amount
	14412	10/10/2025	INSPECT/REPAIR EXPO COWBOY PATIO CAFE RESTR	\$1,905.00
12349	12/10/2025		L A COUNTY DEPT OF PUBLIC HEALTH	\$148.00
	Invoice	Date	Description	Amount
	IN1549263	11/12/2025	MONITOR BACKFLOW DEVICES EXPO CNTR-FY 25/26	\$148.00
12350	12/10/2025		NINYO & MOORE GEOTECHNICAL COI	\$6,580.50
	Invoice	Date	Description	Amount
	308531	09/17/2025	GEOTECHNICAL SVC-PAVILION @ EXPO CNTR	\$5,200.50
	311482	11/12/2025	GEOTECHNICAL SVC-PAVILION @ EXPO CNTR	\$1,380.00
12351	12/10/2025		PORTOLA SYSTEMS, INC	\$52,681.22
	Invoice	Date	Description	Amount
	18995-A	11/03/2025	PROVIDE SECURITY CAMERAS FOR EXPO CNTR	\$32,776.16
	18996-A	10/29/2025	SECURITY CAMERA LICENSING FOR EXPO	\$19,905.06
12352	12/10/2025		ROGERS, ANDERSON, MALODY & SCC	\$1,500.00
	Invoice	Date	Description	Amount
	79130	10/31/2025	CRIA AUDITING SVC-FY 25/26	\$1,500.00
12353	12/10/2025		SAN GABRIEL VALLEY CONSERVATIO	\$2,604.00
	Invoice	Date	Description	Amount
	251112CRIA	11/17/2025	ON CAL MAINT SVC-CRIA	\$2,604.00

**Civic-Recreational-Industrial Authority
Board Meeting
December 10, 2025**

Check	Date		Payee Name	Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking				
12354	12/10/2025		SO CAL INDUSTRIES	\$1,600.00
	Invoice	Date	Description	Amount
	769823	10/26/2025	PROVIDE 3 RESTROOM TRAILERS DURING PAVILION I	\$1,600.00
12355	12/10/2025		THE BIG NORWEGIAN	\$2,476.56
	Invoice	Date	Description	Amount
	57909	10/24/2025	VEHICLE MAINT SVC-CRIA	\$393.17
	57908	10/24/2025	VEHICLE MAINT SVC-CRIA	\$2,083.39
12356	12/10/2025		VENEKLASEN ASSOCIATES, INC.	\$225.00
	Invoice	Date	Description	Amount
	79703	11/06/2025	DESIGN SVC-EXPO CNTR GRAND ARENA-AV UPGRAD	\$225.00

Checks	Status	Count	Transaction Amount
	Total	22	\$870,194.87

ITEM NO. 6.2

CRIA CHECK REGISTER
OCTOBER

2025

Industry Hills Expo Center - Check Register

DATE	CHECK #	PAYEE	AMOUNT	DETAILS
10/01/2025	ACH TRFR	Fintech	\$1.00	TO OPEN ACCOUNT WITH FINTECH
10/30/2025	ACH TRFR	HARBOR DISTRIBUTING,LLC	\$489.50	BEVERAGE ORDER/ALCOHOL INVENTORY
10/31/2025	ACH TRFR	PACIFIC WESTERN BANK	\$5.00	TO OPEN ADD'L CHECKING ACCT.
10/31/2025	ACH TRFR	PACIFIC WESTERN BANK	\$1,872.62	BANK FEES-OCTOBER
10/01/2025	19504	CNC EQUESTRIAN MANAGEMENT	\$51,000.00	MONTHLY SALARIES/MANAGEMENT FEES
10/06/2025	19507	BRADY INDUSTRIES	\$1,075.46	PAPER/CLEANING SUPPLIES EXP.
10/06/2025	19508	VOID CHECK	\$0.00	DATA ENTRY ERROR
10/06/2025	19509	PAV-100425 ANGELICA SAUCEDO	\$700.00	SEC DEPOSIT REFUND
10/06/2025	19510	PAV-092725 JACQUELINE IBARRA	\$1,200.00	SEC DEPOSIT REFUND
10/06/2025	19511	AR-100425 MARTHA CALDERON	\$400.00	SEC DEPOSIT REFUND
10/06/2025	19512	AR-092725R CARLOS ESTRADA	\$400.00	SEC DEPOSIT REFUND
10/06/2025	19513	VOID CHECK	\$0.00	LOST IN MAIL/REISSUED
10/06/2025	19514	AG-100325 ARIANA CORDON	\$200.00	SEC DEPOSIT REFUND
10/12/2025	19515	PAV-100425 ANGELICA SAUCEDO	\$400.00	REFUND DUE TO OVERPMT ON ACCOUNT
10/14/2025	19516	ANHEUSER BUSCH SALES OF AMERICA	\$1,210.00	BEVERAGE ORDER/ALCOHOL INVENTORY
10/14/2025	19517	BRADY INDUSTRIES	\$1,241.66	PAPER/CLEANING SUPPLIES EXP.
10/14/2025	19518	CAPITAL PROTECTION INC.	\$1,762.00	EVENT SECURITY SERVICES
10/14/2025	19519	CINTAS	\$2,530.66	MATS, MOPS AND UNIFORMS
10/14/2025	19520	CNC EQUESTRIAN MANAGEMENT	\$46,347.08	CONTRACT LABOR-EXPO CTR MONTHLY MAINT. SATSUMA
10/14/2025	19521	FRONTIER COMMUNICATIONS	\$190.48	MONTHLY WIFI EXPENSE
10/14/2025	19522	VOID CHECK	\$0.00	PRINTER ERROR
10/14/2025	19523	INDUSTRY BUSINESS COUNCIL	\$100.00	EXECUTIVE MEMBER LUNCHEON
10/14/2025	19524	JAM GOLF CARS	\$300.00	VEHICLE MAINTENANCE/REPAIRS
10/14/2025	19525	JANUS PEST MANAGEMENT, INC.	\$3,973.00	PEST CONTROL
10/14/2025	19526	JUAN LOPEZ	\$4,256.25	IT SUPPORT AND CONSULTING SERVICES
10/14/2025	19527	MARTHA CUEVAS	\$705.00	LINEN RENTAL
10/14/2025	19528	MX GRAPHICS	\$166.70	REPLACE ROLL-LAMINATING MATERIAL
10/14/2025	19529	OFFICE DEPOT	\$255.69	OFFICE SUPPLIES EXPENSE
10/14/2025	19530	ORANGE LUTHERN HIGH SCHOOL	\$155.00	FUND RAISER-OFFICE CHRISTMAS TREE
10/14/2025	19531	OS4 LABOR	\$4,672.15	CONTRACT LABOR PR W/E 0928-100525
10/14/2025	19532	ROGERS,CLEM & CO.	\$2,200.00	MONTHLY ACCT'G & CONSULTING FEES
10/14/2025	19533	SO CAL GAS	\$14.30	MONTHLY UTILITY EXPENSE
10/14/2025	19534	SOCAL INDUSTRIES	\$1,498.72	PORTABLE TOILET RENTALS-ARENA EVENTS
10/14/2025	19535	SOUTHERN GLAZER'S OF CA SOUTH	\$10,285.95	BEVERAGE ORDER/ALCOHOL INVENTORY
10/14/2025	19536	SYSCO	\$5,652.43	BEVERAGE ORDER/ALCOHOL INVENTORY
10/14/2025	19537	TBS CLEANING SERVICE	\$3,284.00	MONTHLY CLEANING EXPENSE
10/14/2025	19538	THE FLY GUY	\$2,194.76	FLY ABATEMENT SYSTEM-MATERIAL REFILL
10/15/2025	19539	PACIFIC PALMS CONFERENCE RESORT	\$1,381.51	TRFR ACCT TO PAC PALMS DUE TO PAV. CONSTRUCTION
10/15/2025	19540	PACIFIC PALMS CONFERENCE RESORT	\$1,900.00	TRFR ACCT TO PAC PALMS DUE TO PAV. CONSTRUCTION

CRIA CHECK REGISTER
OCTOBER

2025

10/15/2025	19541	PACIFIC PALMS CONFERENCE RESORT	\$1,500.00	TRFR ACCT TO PAC PALMS DUE TO PAV. CONSTRUCTION
10/15/2025	19542	PACIFIC PALMS CONFERENCE RESORT	\$1,500.00	TRFR ACCT TO PAC PALMS DUE TO PAV. CONSTRUCTION
10/20/2025	19543	PAV-101825 MARIA RAMIREZ	\$700.00	SEC DEPOSIT REFUND
10/20/2025	19544	AR-101825 MARIA LORENZO	\$650.00	SEC DEPOSIT REFUND
10/21/2025	19545	ANHEUSER BUSCH SALES OF AMERICA	\$545.00	BEVERAGE ORDER/ALCOHOL INVENTORY
10/21/2025	19546	AT&T	\$1,195.78	MONTHLY WIRELESS PHONE CHARGES
10/21/2025	19547	CAPITAL PROTECTION INC.	\$2,516.00	EVENT SECURITY SERVICES
10/21/2025	19548	CINTAS	\$1,265.33	MATS, MOPS AND UNIFORMS
10/21/2025	19549	FED EX	\$57.48	POSTAGE EXPENSE
10/21/2025	19550	FRONTIER COMMUNICATIONS	\$763.55	MONTHLY PHONE CHGS-OFFICE
10/21/2025	19551	HOME DEPOT	\$1,694.85	MONTHLY SUPPLIES/PROPERTY MAINT EXP.
10/21/2025	19552	JAM GOLF CARS	\$837.50	VEHICLE MAINTENANCE/REPAIRS
10/21/2025	19553	OS4 LABOR	\$5,692.00	CONTRACT LABOR PR W/E 101225
10/21/2025	19554	SOUTHERN GLAZER'S OF CA SOUTH	\$1,659.57	BEVERAGE ORDER/ALCOHOL INVENTORY
10/08/2025	19555	PAV-032026 CATHOLIC RESOURCE CENTER	\$100.00	REFUND DUE TO OVERPMT ON ACCOUNT
10/22/2025	19556	AR-102025 SUSAN BERUMEN	\$400.00	SEC DEPOSIT REFUND
10/25/2025	19557	BLACK DIAMOND SOLUTIONS	\$196.83	COMPUTER SOFTWARE EXPENSE
10/25/2025	19558	California Dept. of Tax and Fee Admin.	\$11,772.00	SALES TAX PAYMENT
10/25/2025	19559	CAPITAL PROTECTION INC.	\$350.00	EVENT SECURITY SERVICES
10/25/2025	19560	JANUS PEST MANAGEMENT, INC.	\$1,753.00	PEST CONTROL
10/25/2025	19561	OFFICE DEPOT	\$117.89	OFFICE SUPPLIES EXPENSE
10/25/2025	19562	PISTONBONES	\$863.25	CUSTOM PARKING WINDOW DECALS
10/25/2025	19563	SUNBELT RENTALS	\$1,748.92	PORTABLE TOILET RENTALS-ARENA EVENTS
10/31/2025	19564	CNC EQUESTRIAN MANAGEMENT	\$3,638.97	REIMBURSEMENT-CC PURCHASES (SEPT/OCT)
10/31/2025	19565	JANUS PEST MANAGEMENT, INC.	\$1,232.00	PEST CONTROL
10/31/2025	19566	OS4 LABOR	\$1,780.83	CONTRACT LABOR PR W/E 101925
10/01/2025	3000314	SOUTHERN GLAZER'S OF CA SOUTH	\$13,797.25	BEVERAGE ORDER/ALCOHOL INVENTORY

212,348.92

ITEM NO. 6.3

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
SEPTEMBER 11, 2024
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The Regular Meeting of the Civic-Recreational-Industrial Authority of the City of Industry, California, was called to order by Chairman Eric Benavidez at 9:04 a.m., in the City of Industry Council Chamber, 15651 Mayor Dave Way, California.

FLAG SALUTE

The flag salute was led by Chairman Benavidez.

AB 2449 VOTE ON EMERGENCY CIRCUMSTANCES (IF NECESSARY)

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

ROLL CALL

PRESENT: Eric Benavidez, Chairman
Ronald Whittmore, Vice Chairman
Ronald McPeak, Board Member

ABSENT: Sean Lee, Board Member
Bob Lindsey, Board Member

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

PRESENTATIONS

There were none.

CONSENT CALENDAR

6.1 CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED BY THE FINANCE DEPARTMENT FOR SEPTEMBER 11, 2024

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

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
SEPTEMBER 11, 2024
PAGE 2

6.2 CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED BY CNC EQUESTRIAN MANAGEMENT SERVICES FOR THE INDUSTRY HILLS EXPO CENTER FOR JULY 2024

RECOMMENDED ACTION:

Receive and file.

A handout was provided to the Authority.

6.3 CONSIDERATION OF AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH VENEKLASSEN ASSOCIATES, INC., TO PROVIDE DESIGN SERVICES FOR THE GRAND ARENA AUDIO VISUAL UPGRADES PROJECT, EXTENDING THE TERM THROUGH JUNE 30, 2026, REVISING THE SCOPE OF SERVICES, REVISING THE RATE SCHEDULE, AND INCREASING COMPENSATION BY \$100,000.00 (MP 01-34 #33)

RECOMMENDED ACTION:

Approve the Amendment.

Chairman Benavidez asked if there were any comments or questions from the Authority regarding the Consent Calendar. There were none.

Armando Herman spoke for one minute in opposition of the Consent Calendar.

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

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

ACTION ITEMS

7.1 PRESENTATION AND DISCUSSION REGARDING THE CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY'S FINANCIAL REPORT FOR JULY 31, 2024

RECOMMENDED ACTION:
report.

Receive and file the

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Dean Yamagata from Frazier, LLP provided a staff report regarding the Financial Report for July 31, 2024. He was available to answer any questions.

Chairman Benavidez asked if there were any comments or questions from the Authority regarding Item No. 7.1. There were none.

Armando Herman spoke for one minute in opposition of Item No. 7.1.

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

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

7.2 UPDATE ON THE EXPO CENTER

RECOMMENDED ACTION:

Receive and file.

A handout was provided to the Authority.

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

Chairman Benavidez asked if there were any comments or questions from the Authority regarding Item No. 7.2. There were none.

Armando Herman spoke for one minute in opposition of Item No. 7.2.

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

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

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PUBLIC HEARING - NONE

CLOSED SESSION - NONE

EXECUTIVE DIRECTOR COMMUNICATIONS

Executive Director Josh Nelson acknowledged that today an agreement for an audio-visual consultant was approved. Chairman Benevidez confirmed.

AB 1234 REPORTS

There were none.

BOARD MEMBER COMMUNICATIONS

There were none.

PUBLIC COMMENTS

Armando Herman spoke for one minute about his first amendment freedom of speech rights, to include the tolerance of all unpleasant forms of speech. He spoke about his opposition to government policies/leadership.

ADJOURNMENT

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

Eric Benevidez, Chairman

Julie Gutierrez-Robles, Secretary

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The Special Meeting of the Civic-Recreational-Industrial Authority of the City of Industry, California, was called to order by Chairman Eric Benavidez at 9:00 a.m., in the City of Industry Council Chamber, 15651 Mayor Dave Way, California.

FLAG SALUTE

The flag salute was led by Chairman Benavidez.

AB 2449 VOTE ON EMERGENCY CIRCUMSTANCES (IF NECESSARY)

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

ROLL CALL

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

ABSENT: Bob Lindsey, Board Member

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

PRESENTATIONS

There were none.

CONSENT CALENDAR

6.1 CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED BY THE FINANCE DEPARTMENT FOR JANUARY 8, 2025

RECOMMENDED ACTION:
Demands for January 8, 2025.

Ratify the Register of

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6.2 CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED BY CNC EQUESTRIAN MANAGEMENT SERVICES FOR THE INDUSTRY HILLS EXPO CENTER FOR NOVEMBER 2024

RECOMMENDED ACTION:

Receive and file.

Chairman Benavidez asked if there were any comments or questions from the Authority regarding the Consent Calendar. There were none.

There were no comments from the public.

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

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

ACTION ITEMS

7.1 PRESENTATION AND DISCUSSION REGARDING THE CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY'S FINANCIAL REPORT FOR NOVEMBER 30, 2024

RECOMMENDED ACTION:

Receive and file the report.

Dean Yamagata from Frazier, LLP provided a staff report regarding the Financial Report for November 30, 2024. He was available to answer any questions.

Chairman Benavidez asked if there were any comments or questions from the Authority regarding Item No. 7.1. There were none.

There were no comments from the public.

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

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

7.2 UPDATE ON THE EXPO CENTER

RECOMMENDED ACTION:

Receive and file.

In the absence of Cory Moss, Expo Facility Ops Manager, Clem Calvillo from CNC Engineering provided a staff report and was available to answer any questions.

Board Member Lee spoke about the success of the Toy Drive this past year and how many toys were delivered to Title 1 Schools and various communities. We hope to repeat this event and its success again in 2025.

Chairman Benavidez asked if there were any comments or questions from the Authority regarding Item No. 7.2. There were none.

There were no comments from the public.

MOTION BY BOARD MEMBER LEE, AND SECOND BY BOARD MEMBER MCPEAK TO RECEIVE AND FILE. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

PUBLIC HEARING - NONE

CLOSED SESSION - NONE

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EXECUTIVE DIRECTOR COMMUNICATIONS

Executive Director Josh Nelson asked if everyone would keep Bob Lindsey in their prayers as he is going through some medical issues.

AB 1234 REPORTS

There were none.

BOARD MEMBER COMMUNICATIONS

Chairman Benavidez spoke about the recent fires and that the Expo Center had made available some stables for animals. Executive Director Josh Nelson said that Expo Facility Ops Manager Cory Moss is maintaining a list of people in the area needing help, and people who are offering help, and trying to connect these people together for housing, supplies, etc.

ADJOURNMENT

There being no further business, the Civic-Recreational-Industrial Authority adjourned at 9:12 a.m.

Eric Benavidez, Chairman

Julie Gutierrez-Robles, Secretary

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The Regular Meeting of the Civic-Recreational-Industrial Authority of the City of Industry, California, was called to order by Chairman Eric Benavidez at 9:00 a.m., in the City of Industry Council Chamber, 15651 Mayor Dave Way, California.

FLAG SALUTE

The flag salute was led by Chairman Benavidez.

AB 2449 VOTE ON EMERGENCY CIRCUMSTANCES (IF NECESSARY)

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

ROLL CALL

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

ABSENT: Ronald McPeak, Board Member

STAFF PRESENT: Sam Pedroza, Assistant Executive Director; James M. Casso, General Counsel (arrived at 9:08 am); Cory Moss, Expo Facility Ops Manager; and Julie Gutierrez-Robles, Secretary.

PRESENTATIONS

There were none.

CONSENT CALENDAR

Chairman Benavidez asked for a staff report on Item No. 6.5.

6.1. CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED 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.

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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: *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: *Approve the Amendment.*

Justin Aguilar, Field Operations Project Manager with CNC Engineering, provided a staff report and was available to answer any questions.

Chairman Benavidez asked if there were any comments or questions from the Authority regarding the Consent Calendar. There were none.

There were no comments from the public.

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

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AYES:	BOARD MEMBERS:	BAUMAN, LEE, VC/WHITTEMORE, C/BENAVIDEZ
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	MCPEAK
ABSTAIN:	BOARD MEMBERS:	NONE

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.*

Dean Yamagata from Frazier LLP provided a staff report regarding the Financial Report for June 30, 2025. He was available to answer any questions.

Chairman Benavidez asked if there were any comments or questions from the Authority regarding Item No. 7.1. There were none.

There were no comments from the public.

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

AYES:	BOARD MEMBERS:	BAUMAN, LEE, VC/WHITTEMORE, C/BENAVIDEZ
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	MCPEAK
ABSTAIN:	BOARD MEMBERS:	NONE

7.2 UPDATE ON THE EXPO CENTER

RECOMMENDED ACTION: *Receive and file.*

Cory Moss, Expo Facility Ops Manager, provided a staff report on the events for the month of June and was available to answer any questions.

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Chairman Benavidez asked if there were any comments or questions from the Authority regarding Item No. 7.2. There were none.

Chairman Benavidez asked if there were any comments from the public, there were none.

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

AYES:	BOARD MEMBERS:	BAUMAN, LEE, VC/WHITTEMORE, C/BENAVIDEZ
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	MCPEAK
ABSTAIN:	BOARD MEMBERS:	NONE

PUBLIC HEARINGS-NONE

ADMINISTRATION OF OATH OF OFFICE

City Clerk Julie Gutierrez-Robles administered the Oath of Office to re-appoint Board Members, Eric Benavidez and Sean Lee for four more years. The oath will be presented to Ronald McPeak at the next meeting.

CLOSED SESSION

There were none.

EXECUTIVE DIRECTOR COMMUNICATIONS

There were none.

AB 1234 REPORTS

There were none.

BOARD MEMBER COMMUNICATIONS

There were none.

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PUBLIC COMMENT

There were none.

ADJOURNMENT

Chairman Benavidez corrected the typo on the agenda and stated the next meeting would be September 10, 2025.

There being no further business, the Civic-Recreational-Industrial Authority adjourned at 9:16 a.m.

Eric Benavidez, Chairman

Julie Gutierrez-Robles, Secretary

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The Regular Meeting of the Civic-Recreational-Industrial Authority of the City of Industry, California, was called to order by Chairman Eric Benavidez at 9:00 a.m., in the City of Industry Council Chamber, 15651 Mayor Dave Way, California.

FLAG SALUTE

The flag salute was led by Chairman Benavidez.

AB 2449 VOTE ON EMERGENCY CIRCUMSTANCES (IF NECESSARY)

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

ROLL CALL

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

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

PRESENTATIONS

There were none.

CONSENT CALENDAR

Chairman Benavidez asked for a staff report on Item No. 6.4.

6.1. CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED BY THE FINANCE DEPARTMENT FOR SEPTEMBER 10, 2025

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

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6.2 CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED BY CNC EQUESTRIAN MANAGEMENT SERVICES FOR THE INDUSTRY HILLS EXPO CENTER FOR JULY 2025

RECOMMENDED ACTION: *Approve the Register of Demands.*

6.3 CONSIDERATION OF THE MINUTES OF THE OCTOBER 9, 2024 REGULAR MEETING, JUNE 25, 2025 SPECIAL MEETING, AND THE JULY 9, 2025 REGULAR MEETING

RECOMMENDED ACTION: *Approve as submitted.*

6.4 CONSIDERATION OF RESOLUTION NO. CRIA 2025-04, DECLARING AN EMERGENCY CONDITION AT THE EXPO CENTER, AND DECLARING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE CERTAIN WORK TO BE PERFORMED WITHOUT FORMAL COMPETITIVE BIDDING PURSUANT TO CALIFORNIA PUBLIC CONTRACT CODE SECTION 22050 AND SECTION 3.52.110 OF THE CITY'S MUNICIPAL CODE, AND ADOPTING A NOTICE OF EXEMPTION REGARDING SAME

RECOMMENDED ACTION: *Adopt Resolution No. CRIA 2025-04.*

Senior Director of Engineering James Cramsie, from CNC Engineering provided a staff report and was available to answer any questions.

6.5 CONSIDERATION OF THE STATEMENT OF INVESTMENT POLICY

RECOMMENDED ACTION: *Approve the Investment Policy.*

Chairman Benavidez asked if there were any comments or questions from the Authority regarding the Consent Calendar. There were none.

There were no comments from the public.

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

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AYES: BOARD MEMBERS: BAUMAN, LEE, MCPEAK, VC/WHITTEMORE,
C/BENAVIDEZ
NOES: BOARD MEMBERS: NONE
ABSENT: BOARD MEMBERS: NONE
ABSTAIN: BOARD MEMBERS: NONE

ACTION ITEMS

7.1 PRESENTATION AND DISCUSSION REGARDING THE CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY'S FINANCIAL REPORT FOR JULY 31, 2025

RECOMMENDED ACTION: Receive and file the report.

Dean Yamagata from Frazier LLP provided a staff report regarding the Financial Report for July 31, 2025. He was available to answer any questions.

Chairman Benavidez asked if there were any comments or questions from the Authority regarding Item No. 7.1. There were none.

There were no comments from the public.

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

AYES: BOARD MEMBERS: BAUMAN, LEE, MCPEAK, VC/WHITTEMORE,
C/BENAVIDEZ
NOES: BOARD MEMBERS: NONE
ABSENT: BOARD MEMBERS: NONE
ABSTAIN: BOARD MEMBERS: NONE

7.2 UPDATE ON THE EXPO CENTER

RECOMMENDED ACTION: Receive and file.

Cory Moss, Expo Facility Ops Manager, provided a staff report and a handout on the recent events that have taken place at the Expo Center and was available to answer any questions.

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Chairman Benavidez asked if there were any comments or questions from the Authority regarding Item No. 7.2. There were none.

Chairman Benavidez asked if there were any comments from the public, there were none.

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

AYES:	BOARD MEMBERS:	BAUMAN, LEE, MCPEAK, VC/WHITTEMORE, C/BENAVIDEZ
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	NONE
ABSTAIN:	BOARD MEMBERS:	NONE

PUBLIC HEARINGS-NONE

CLOSED SESSION-NONE

EXECUTIVE DIRECTOR COMMUNICATIONS

Executive Director Josh Nelson spoke about the announcement from the Olympic Committee stating the mountain bike event will be at Industry Hills, in and around the golf course. Many tickets for parking are expected and the CRIA board will be involved in discussions and helping with decisions at the Expo Center. Board Member McPeak asked if the existing trails were going to be used and Executive Director Josh Nelson said yes, the horse trails would be used along with a good portion of newly designed trails added.

AB 1234 REPORTS

There were none.

BOARD MEMBER COMMUNICATIONS

Chairman Benavidez said to Assistant Executive Director Hyun "Glad to see you back".

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PUBLIC COMMENT

There were none.

ADJOURNMENT

There being no further business, the Civic-Recreational-Industrial Authority adjourned at 9:19 a.m.

Eric Benavidez, Chairman

Julie Gutierrez-Robles, Secretary

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
Dev Birla, Contract Electric Utility Director
James Cramsie, Sr. Director of Engineering

DATE: December 10, 2025

SUBJECT: Consideration of Resolution No. CRIA 2025-07, Confirming the Continued Existence of an Emergency Condition at the EXPO Center, and Declaring that the Public Interest and Necessity Require Certain Work to be Performed without formal Competitive Bidding Pursuant to California Public Contract Code Section 22050 and Section 3.52.110 of the City's Municipal Code

Background:

In June of 2019, the Industry Trail Lighting Improvements project was completed at a cost of \$613,795.10. The scope of work included installation of conduits, pull boxes, junction boxes, wires and lighting fixtures along Temple Avenue and Azusa Avenue and three metering pedestals for electric services from Southern California Edison to provide lighting along the existing trail, where no previous lighting was present.

Cities and utilities have faced incidents of copper wire thefts recently. As of the past few weeks, approximately 90 percent of the copper wiring for the trail lighting has been stolen and they are currently out of service. Additionally, several locations have been identified where the thieves have entered the property at the Expo Center. Emergency work is necessary to fix the lighting because the trail lights provide safety to the public before and after daylight hours. This situation will worsen once daylight saving time ends on November 2nd. The work required for the restoration of the trail lighting system consists of the items noted below:

- Removal of the existing 178 plastic junction boxes and remaining copper wires, with any copper wire remaining to be salvaged.
- Furnish and install 178 new pad lockable weatherproof metal junction boxes
- Minor replacement of conduits near junction boxes, if required

- Furnish and install 60,100 LF of #2 XHHW Aluminum Wire
- Furnish and install 14,700 LF of #4 XHHW Aluminum Ground Wire
- Furnish and install 1128 UTILCO PED4-350 SSP, or approved equal, Wire Junctions
- Testing and restoring all trail lights back to service
-

Additionally, Staff have investigated the various areas of entry where thieves have accessed the property and identified certain locations that would be ideal for new security cameras. Security cameras can be a deterrent for thieves approaching the property and will provide the security team instant alerts if the motion sensors are activated. This will ensure that the security team can respond promptly and alert the proper authorities.

On September 10, 2025, the CRIA Board adopted Resolution No. CRIA 2025-04, making the findings needed pursuant to the California Public Contract Code Section 22050 to allow the Executive Director to immediately retain the services necessary to complete the work. Additionally, a notice of exemption was adopted for the project. The trail lighting project was awarded to Fullerton Electric, in an amount of \$244,310.00 and the security camera installation project was awarded to Portola Systems for the equipment and licensing and BEI Construction for the installation, in an amount of \$164,990.42.

On October 7, 2025, the CRIA Board adopted Resolution No. CRIA 2025-05, confirming the continued existence of the emergency condition at Expo Center. The trail lighting project updates included finalized contract documents were obtained, the preconstruction meeting was held on September 18, and the project materials were to be ordered by the contractor. The security camera project updates included finalized purchase order for the equipment was processed and the equipment would be ordered.

On November 12, 2025, the CRIA Board adopted Resolution No. CRIA 2025-06, confirming the continued existence of the emergency condition at Expo Center. The work completed for the trail lighting project with Fullerton Electric includes:

- Work at Expo Center began October 20, 2025
- Over 130 junction boxes have been demolished
- Over 85 new junction boxes have been installed
- Aluminum wire delivered week of November 3, 2025
- Estimated date of completion and trail lights back in service is by November 30, 2025

The work completed for the security cameras installation project with Portola Systems and BEI Construction includes:

- All the equipment has been ordered to be delivered to contractor
- Contractor will provide a schedule once the equipment is received
- Preconstruction meeting to be determined, once all equipment is received

Discussion:

Pursuant to California Public Contracts Code Section 22050, the CRIA Board must find that an emergency still exists, and that the emergency action is necessary to address the issue. Further, the Board will be provided project updates at every regularly scheduled Board meeting until the projects are completed. The emergency work has been ongoing. The work completed for the trail lighting project with Fullerton Electric includes:

- All work is completed from Expo Center Drive (main guard shack) along Temple Ave. to Azuza Avenue and trail lights are on
- Expo Center Drive to westerly limits: 6 out of 35 junction boxes have been removed
 1. Tentatively, by week of December 8, all work will be completed, and all trail lights will be on along Temple Avenue
- Azuza Avenue from Temple Avenue to southerly limits: 26 out of 35 junction boxes have been removed
 1. Contractor is working diligently to have all work along Azuza Avenue completed by 12/23/25 weather permitting; therefore, all trail lights will be on
 2. Contractor will need approx. one week to demobilize

The work completed for the security cameras installation project with Portola Systems and BEI Construction includes:

- All the equipment has been ordered and was delivered to contractor
- Contractor will provide a schedule in early December
- Preconstruction meeting to be determined and subsequent start date for installation work

Further project updates will be provided at the next CRIA meeting.

Fiscal Impact:

The ongoing fiscal impact for the trail lighting project is \$244,310.00 (Account No. 121-713-5205, MP 01-34 #51) and \$194,000.00 for the security camera installation project (Account No. 121-713-5205, MP 01-34 #52). While these projects were not originally accounted for in the FY 25-26 Capital Improvement Project budget, the funds have been allocated for this work.

Recommendation:

Staff recommends that the Board adopt Resolution No. CRIA 2025-07

Exhibits:

1. Resolution No. CRIA 2025-07

RESOLUTION NO. CRIA 2025-07

RESOLUTION OF THE CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY CONFIRMING THE CONTINUED EXISTENCE OF AN EMERGENCY CONDITION AT THE EXPO CENTER, AND DECLARING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE CERTAIN WORK TO BE PERFORMED WITHOUT FORMAL COMPETITIVE BIDDING PURSUANT TO CALIFORNIA PUBLIC CONTRACT CODE SECTION 22050 AND SECTION 3.52.110 OF THE CITY'S MUNICIPAL CODE

WHEREAS, in June of 2019, the Industry Trail Lighting Improvements project was completed and the public has utilized the trails with adequate lighting for safety outside of daylight hours within and around the Expo Center and Industry Hills areas; and

WHEREAS, cities and utilities have faced incidents of copper wire thefts recently. Over the past few months, approximately 90 percent of the copper wiring for the trail lighting has been stolen, and most of the 169 trail lights are currently out of service. Additionally, several locations have been identified where the thieves have entered the property at the Expo Center; and

WHEREAS, due to shorter daylight periods as a result of the upcoming ending of daylight savings, an emergency declaration for public safety is needed in order to complete two identified projects that will address public safety issues expediently; and

WHEREAS, Staff have identified two essential projects to respond to the emergency which involve the restoration of the trail lighting system and installation of security cameras in Expo Center where thieves have been identified entering the property; and

WHEREAS, the City has adopted the Uniform Public Construction Cost Accounting Act ("Act"), and under the provisions of the Act (California Public Contract Code Section 22035(b)), and Section 3.52.110 of the City's Code, in the event of an emergency, upon a four-fifths vote by the Civic Recreational Industrial Authority ("CRIA") Board of Directors, CRIA may procure any necessary equipment, services and supplies for the emergency without engaging in the competitive bidding process. Further, pursuant to Public Contract Code Section 22050(a)(1), the Board may take any directly related and immediate action required by that emergency. In accordance with the provisions of Section 22050(a)(2) of the Public Contract Code, it is necessary for the Board to make a finding that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency; and

WHEREAS, due to the public safety issues created by a lack of lighting along the trail, the emergency will not permit a delay resulting from a competitive solicitation for bids, and immediate action is necessary to respond to the emergency.

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

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

Section 2. The emergency work is necessary for public safety throughout Expo Center and the Industry Hills trails.

Section 3. Based on the foregoing, pursuant to California Public Contract Code Section 22050 and Section 3.52.110 of the City's Municipal Code, the Board of Directors hereby finds that an emergency situation exists, and also existed on October 7, 2025 and November 12, 2025, and declares that the public interest and necessity demand the immediate expenditure of public money for such repair work to safeguard life, health, and property without complying with the competitive bidding requirements of the California Public Contract Code. The emergency will not permit a delay resulting from a competitive solicitation for bids, and the action is necessary to respond to the emergency. The Board of Directors hereby waives competitive bidding under Public Contract Code 22050, and Section 3.52.110 of the City's Municipal Code.

Section 4. In accordance with Public Contract Code Section 22050(a)(1), the Board of Directors hereby confirms the agreement between the CRIA and Fullerton Electric to perform the required emergency services for the trail lighting restoration project, and authorizes the Executive Director to execute all necessary contracts and documents with a qualified contractor(s) or vendor(s) in addition to the aforementioned agreement, for the Industry Hills trail lighting restoration project.

Section 5. In accordance with Public Contract Code Section 22050(a)(1), the Board of Directors hereby confirms the agreement between the CRIA and Portola Systems and BEI Construction, to perform the required emergency services for the security camera installation safety project, and authorizes the Executive Director to execute all necessary contracts and documents with a qualified contractor(s) or vendor(s) in addition to the aforementioned agreement, for the security cameras installation safety project.

Section 6. The Board of Directors shall review the emergency action at every regularly scheduled meeting until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action.

Section 7. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

Section 8. The Board Secretary shall certify to the passage and adoption of this resolution and the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED by the Board of Directors of the Civic-Recreational-Industrial Authority at a regular meeting held on December 10, 2025, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

Eric Benavidez, Chairman

ATTEST:

Julie Gutierrez-Robles, Secretary

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

DATE: December 10, 2025

SUBJECT: Consideration of Amendment No. 2 to the Professional Services Agreement with Alliance Project Inc., to provide building commissioning services for the New Banquet Facility at the Expo Center, extending the term through December 31, 2028 (MP 01-34 #35)

Background:

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

Alliance Project Inc. ("Alliance") is certified by the AABC Commissioning Group and will provide a systematic, documented, and collaborative commissioning process, including document review, testing and verification for the new banquet facility. The scope of services entails verifying the installation and performing functional tests for each type of commissioned system for the building. The systems include HVAC, HVAC Controls and exhaust systems, domestic water heating, recirculation and tempering systems, lighting and daylighting controls, and data network basic infrastructure provisions.

On April 7, 2021, the Board approved a Professional Services Agreement ("Agreement") with Alliance to provide building commissioning services for the proposed New Banquet Facility at the Expo Center in an amount not to exceed \$22,850.00. On February 7, 2024, the Board approved Amendment No. 1 to extend the term through December 31, 2025, revise the scope of services, increase compensation by \$6,000.00, and update the address for CRIA.

Discussion:

The Agreement expires on December 31, 2025, and Staff recommends approving Amendment No. 2 to extend the term through December 31, 2028, for Alliance to continue providing these services on this project. Currently, the design is currently on hold, while the Board evaluates the project.

Fiscal Impact:

There is no fiscal impact associated with this Amendment.

Recommendation:

Staff recommends the Board approve Amendment No. 2 to the Agreement with Alliance Project.

Exhibits:

1. COI CRIA Amendment No. 2 Alliance Project
2. ALLIANCE PROJECT INC - PROF SERVICES AGREEMENT

**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT WITH
ALLIANCE PROJECT INC.**

This Amendment No. 2 to the Professional Services Agreement (“Agreement”) is made and entered into this 10th day of December 2025, (“Effective Date”) between the Civic-Recreational-Industrial Authority (“CRIA”), a public body, and Alliance Project Inc. (“Consultant”), a California corporation. CRIA and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

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

WHEREAS, on or about February 7, 2024, CRIA approved Amendment No. 1 to the Agreement, extending the term through December 31, 2025, revising the scope of services, increasing compensation by \$6,000.00, and updating the address for CRIA; and

WHEREAS, the Agreement expires on December 31, 2025, and the work is ongoing, Staff recommends extending the term through December 31, 2028, to allow for work to be completed for the project, pending the direction of the CRIA Board; and

WHEREAS, for the reasons set forth herein, CRIA and Consultant desire to enter into this Amendment No. 2, as set forth below.

AMENDMENT

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

1. TERM

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

This Agreement shall commence on Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2028, unless sooner terminated pursuant to the provisions of 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.

(Signatures on the following page)

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 to the Agreement as of the Effective Date.

“CRIA”

Civic Recreational Industrial Authority

“CONSULTANT”

Alliance Project Inc.

By: _____
Joshua Nelson, Executive Director

By: _____
Michael Dadjou, Principal

Attest:

By: _____
Julie Gutierrez-Robles, Secretary

APPROVED AS TO FORM

By: _____
James M. Casso, General Counsel

**PROFESSIONAL SERVICES AGREEMENT WITH ALLIANCE PROJECT, INC.
DATED APRIL 7, 2021**

CIVIC-RECRECREATIONAL-INDUSTRIAL AUTHORITY
PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of April 7, 2021 (“Effective Date”), between the Civic-Recreational-Industrial Authority (“CRIA”), a public body, and Alliance Project, Inc., a California corporation (“Consultant”). CRIA and Consultant are hereinafter collectively referred to as the “Parties”.

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2023, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

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

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

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

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

3. MANAGEMENT

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

4. PAYMENT

(a) CRIA agrees to pay the Consultant a lump sum. Amount not to exceed Twenty Two Thousand Eight Hundred Fifty Dollars (\$22,850.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

5. LABOR CODE AND PREVAILING WAGES

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

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

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

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

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

7. OWNERSHIP OF DOCUMENTS

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

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

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

8. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

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

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

9. INSURANCE

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

10. INDEPENDENT CONSULTANT

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

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

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

11. LEGAL RESPONSIBILITIES

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

12. UNDUE INFLUENCE

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

13. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

15. NOTICES

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

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

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

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

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

16. ASSIGNMENT

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

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

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

17. GOVERNING LAW/ATTORNEYS' FEES

CRIA and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Los Angeles County, California. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to the Services provided by Consultant under this Agreement, the prevailing party shall be entitled to reasonable

attorneys' fees and all related costs, including costs of expert witnesses and Consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled.

18. ENTIRE AGREEMENT

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

19. SEVERABILITY

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

20. COUNTERPARTS

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

21. CAPTIONS

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

22. WAIVER

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

23. REMEDIES

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

24. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

“CRIA”
Civic-Recreational-Industrial Authority


“CONSULTANT”
Alliance Project, Inc.

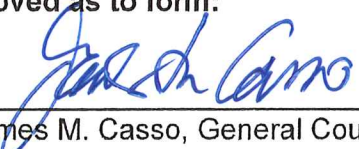
By: 

Troy Helling, Executive Director

By: 

Michael Dadjou, Principal

Attest:

By: _____
Julie Gutierrez-Robles, Secretary

Approved as to form:

By: _____
James M. Casso, General Counsel

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

EXHIBIT A

SCOPE OF SERVICES

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

DESIGN PHASE

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

The Cx Plan includes the following information:

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

Commissioning Design Review

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

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

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

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

Project Closeout Deliverable Tracking

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

CONSTRUCTION PHASE

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

Construction Observation

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

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

Cx Scheduling Coordination

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

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

RFI/ Change Order/ Scope/ Cost Review

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

Commissioning (Cx) & Construction Meeting Attendance

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

Operation & Maintenance (O&M) Team Advocacy

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

O&M Manuals Review

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

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

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

Final Commissioning Report

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

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

EXHIBIT B
RATE SCHEDULE

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

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ITEM NO. 6.6



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

DATE: December 10, 2025

SUBJECT: Consideration of Amendment No. 1 to the Professional Services Agreement with Alliance Project Inc., for building commissioning services, for the Pavilion Building at the Expo Center, extending the term through December 31, 2028 (MP 01-34 #24)

Background:

The Pavilion at the Expo Center was constructed in 1994 as a barn-like environment with no mechanical HVAC system, insulation or adequately sealed doors or windows. Although incremental improvements have been made over the years, the interior layout does not provide good flow or functionality for events. Storage is currently provided using only external containers. It is also necessary to make upgrades to the facility to comply with requirements under the ADA.

On October 13, 2021, the Board approved a Professional Services Agreement (“Agreement”) with Alliance Project, Inc. (“Alliance”) to provide building commissioning services for the Pavilion Building at the Expo Center in an amount not to exceed \$25,850.00.

Discussion:

The Agreement expires on December 31, 2025, and Staff recommends approving Amendment No. 1 to extend the term through December 31, 2028, for Alliance to be available to provide these services, as the Pavilion Building upgrades project is still in construction. These services typically are needed through project completion.

Fiscal Impact:

There is no fiscal impact associated with this Amendment.

Recommendation:

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

Exhibits:

1. CRIA Amendment No. 1 Alliance Pavillion
2. Alliance Project PSA

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

This Amendment No. 1 to the Professional Services Agreement (“Agreement”) is made and entered into this 10th day of December 2025, (“Effective Date”) between the Civic-Recreational-Industrial Authority (“CRIA”), a public body, and Alliance Project Inc. (“Consultant”), a California corporation. CRIA and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about October 13, 2021 the Agreement was entered into between CRIA and Consultant for building commissioning services for Pavillion facility at the Expo Center, in an amount not-to-exceed \$25,850.00 with a term through December 31, 2025; and

WHEREAS, the Agreement expires on December 31, 2025, and work is ongoing, Staff recommends extending the term though December 31, 2028 to allow for work to be completed; and

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

AMENDMENT

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

1. TERM

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

This Agreement shall commence on Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2028, unless sooner terminated pursuant to the provisions of 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

“CONSULTANT”

Alliance Project Inc.

By: _____
Joshua Nelson, Executive Director

By: _____
Michael Dadjou, 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 ALLIANCE PROJECT, INC.
DATED APRIL 7, 2021

CIVIC-RECRECREATIONAL-INDUSTRIAL AUTHORITY
PROFESSIONAL SERVICES AGREEMENT
WITH ALLIANCE PROJECT, INC.

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of October 13, 2021 ("Effective Date"), between the Civic-Recreational-Industrial Authority ("CRIA"), a public body, and Alliance Project Inc., a California corporation ("Consultant"). CRIA and Consultant are hereinafter collectively referred to as the "Parties."

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2025, 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 building commissioning services, serving a public agency.

(d) Consultant shall comply with all applicable federal, state, and local laws,

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

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

3. MANAGEMENT

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

4. PAYMENT

(a) CRIA agrees to pay the Consultant a lump sum. Amount not to exceed Twenty-Five Thousand, Eight Hundred Fifty Dollars (\$25,850.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

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

5. LABOR CODE AND PREVAILING WAGES

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

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

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

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

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

7. OWNERSHIP OF DOCUMENTS

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

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

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

8. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

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

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

9. INSURANCE

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

10. INDEPENDENT CONSULTANT

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

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

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

11. LEGAL RESPONSIBILITIES

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

12. UNDUE INFLUENCE

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

13. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

15. NOTICES

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

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

To CRIA:	CRIA 15625 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 Consultant:	Alliance Project, Inc. 28202 Cabot Road, Suite 300 Laguna Niguel, CA 92677

16. ASSIGNMENT

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

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

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

17. GOVERNING LAW/ATTORNEYS' FEES

CRIA and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Los Angeles County, California. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to the Services provided by Consultant under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all

related costs, including costs of expert witnesses and Consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled.

18. ENTIRE AGREEMENT

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

19. SEVERABILITY

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

20. COUNTERPARTS

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

21. CAPTIONS

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

22. WAIVER

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

23. REMEDIES

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

24. AUTHORITY TO EXECUTE THIS AGREEMENT

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

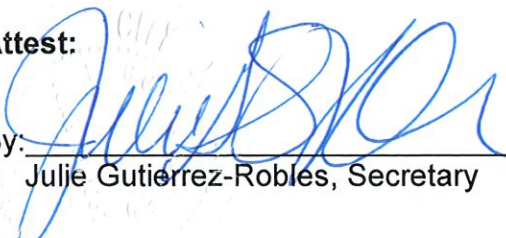
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

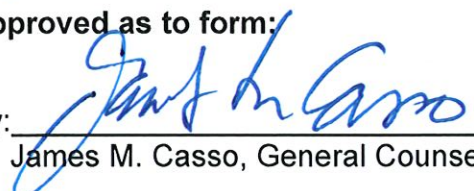
“CRIA”
Civic-Recreational-Industrial Authority

“CONSULTANT”
Alliance Project, Inc.

By: 
Joshua Nelson, Executive Director

By:  10/05/21
Michael Dadjou, Principal

Attest:

By: Julie Gutierrez-Robles, Secretary

Approved as to form:

By: James M. Casso, General Counsel

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

EXHIBIT A

SCOPE OF SERVICES

Consultant will provide building commissioning services at the Pavilion Facility at the Expo Center. The commissioning process will be implemented through three phases, design phase, construction phase, and occupancy phase for the duration of the project.

DESIGN PHASE

- **Milestones**
 - Develop Initial Commissioning (“Cx”) Plan
 - Submit Cx Plan to CRIA
 - Conduct Design Reviews
 - Determine Training Requirements
 - Determine Operations & Maintenance (“O&M”) Manual Structure
 - Determine Construction Checklist Requirements
 - Create Master Project Matrix
 - Develop Cx Requirements for Construction Documents

- **Deliverables:** Cx Plan, Deficiency Report & Resolution Record (Issues Record), Standardized Reporting, and Scheduled Reporting

The Cx Plan includes the following information:

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

Commissioning Design Review

Consultant CXA will review construction documents for concept and value in meeting CRIA’s project requirements. Reviews are done with respect to established design criteria for the major buildings systems and include:

- | | |
|---|--------------------------------|
| • Equipment & Hardware types | • Energy efficiency |
| • Equipment locations - accessibility for maintenance | • Potential errors of omission |
| • Ease of operations & maintenance | • Indoor air quality |

- Operating & control sequences - normal, backup, safeties
- Capacities / modular expansion

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

Project Closeout Deliverable Tracking

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

CONSTRUCTION PHASE

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

Construction Observation

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

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

Cx Scheduling Coordination

In accordance with the Cx plan and the construction schedule, Consultant shall provide coordination to integrate the Cx process into the overall project schedule. Included is the planning and scheduling of Cx efforts with the construction manager to ensure adequate time for functional performance testing prior to occupancy. The schedule also includes time to validate the performance of building systems that do not perform the first or second time. When occupancy is dependent on satisfactory working systems, sufficient time must

be incorporated into the schedule for the initial testing and resolution of problems as required, and reverification.

RFI/ Change Order/ Scope/ Cost Review

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

Commissioning (Cx) & Construction Meeting Attendance

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

Operation & Maintenance (O&M) Team Advocacy

The integrity of the building systems will rely on successful training and willingness of the CRIA staff to uphold the intended purpose of the building systems and their programming. It is important to engage the facilities operating staff, when available, to consult with commissioned systems. While the judgments of the operating team may not be final, their input will add significant value to the effort to collaborate in the commissioning process. *Consultant's intent is to achieve team participation within the contractual parameters of the project.* During construction, CRIA staff shall be included as part of the quality assurance team. System design, installation, operation, and maintenance issues shall be discussed, reviewed, and integrated within the limitations of design and contractual requirements.

O&M Staff Training

O&M staff training shall be conducted by experienced Consultant staff. Consultant shall facilitate development and/or updating of Operations & Maintenance Manuals to be used as guidelines for keeping systems operating at peak performance.

O&M Manuals Review

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

Final Commissioning Report

Consultant shall prepare the Final Commissioning Report summarizing tasks, findings, and documentation of the commissioning project. The report shall address actual

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

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

OCCUPANCY & OPERATIONS PHASE

Milestones

- Direct & Verify Seasonal Tests
- Punchlist Resolution
- Convene Lessons Learned Workshop
- Deliver Final Commissioning Report
- Deliver Re-commissioning Manual

RE-COMMISSIONING MANUAL

Consultant shall prepare a Re-Commissioning Manual including information required to effectively maintain the building at its optimal performance. The Re-Commissioning Manual includes the following information:

- Final record version of the Owner's project requirements and basis of design
- Record one-line diagrams of each commissioned system with integrated instrumentation layouts
- As-built operating sequences for each system as provided by the design professionals and contractors, including time-of-day schedules, and detailed point listings with ranges and initial set-points

- Ongoing operating instructions for energy and water-saving features and strategies
- Functional performance test results, blank test forms, and recommended schedule for ongoing benchmarking
- Seasonal operational guidelines
- Recommendations for re-calibration of sensors and actuators by type and use
- Troubleshooting table for ongoing achievement of the owner's project requirements
- Guidelines for continuous maintenance of the owner's project requirements (operational requirements) and basis of design (systems operation)

EXHIBIT B

RATE SCHEDULE

Classification	Hourly Rate
Principal	\$260.00
Director/Supervising Engineer	\$240.00
Senior Project Manager	\$220.00
Senior Engineer	\$220.00
CxA Commissioning Agent	\$210.00
Project Manager / LEED Project Manager	\$195.00
LEED Project Engineer / Document Specialist	\$175.00
Engineer	\$175.00
Technician	\$150.00
Administrative Assistant	\$85.00

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ITEM NO. 6.7



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

DATE: December 10, 2025

SUBJECT: Consideration of Amendment No. 7 to the Professional Services Agreement with Melzer Deckert & Ruder Architects, Inc., for design services for the Pavilion Building Upgrades at the Industry Hills Expo Center, extending the term through June 30, 2028, revising the scope of services, and increasing compensation by \$131,320 (MP 01-34 #24)

Background:

On May 13, 2020, the Civic-Recreational-Industrial Authority ("CRIA") Board approved a Professional Services Agreement ("Agreement") with Melzer Deckert & Ruder Architects, Inc. ("MDR") in an amount not to exceed \$199,400.00, to provide architectural and engineering services to upgrade the Pavilion Building at the Industry Hills Expo Center. The Pavilion was constructed in 1994 as a barn-like environment with no mechanical HVAC system, insulation, or adequately sealed doors or windows. Although incremental improvements have been made over the years, the interior layout does not provide good flow or functionality for events. Storage is currently provided using only external containers. It is also necessary to make upgrades to the facility to comply with requirements under the ADA.

On November 10, 2020, the CRIA Board approved Amendment No. 1, to revise the scope of services, and increase compensation by \$62,980.00. The additional scope included the design of a permanent 200 square foot porch, a 650 square foot rear addition that would include food service equipment and the integration, and coordination of the new additions with the existing building architecture.

On July 7, 2021, the CRIA Board approved Amendment No. 2, to revise the scope of services, increase compensation by \$19,900.00, revise the indemnity provisions specific to independent contractors, and update the address for CRIA. The additional scope included interior design,

and upgrades to the camera surveillance system.

On August 11, 2021, the CRIA Board approved Amendment No. 3 to revise the scope of services and increase the compensation by \$9,335.00. The additional scope of work was related to information technology (“IT”) such as the design services for the extension of fiber optics cable, CAT6 cabling in building, relocation of racks to new IT Room, preparing plans and specifications and performing other related work.

On February 8, 2023, the CRIA Board approved Amendment No. 4 to extend the term through June 30, 2024, revise the scope of services, and increase the compensation by \$15,000.00. The additional scope of work was related to additional design services based on recommendations made in the electrical master plan for the EXPO Center.

On August 7, 2024, the CRIA Board approved Amendment No. 5 to extend term through June 30, 2026, and revise the rate schedule.

On November 13, 2024, the CRIA Board approved Amendment No. 6 to revise the scope of work, and increase compensation in the amount of \$121,100.00.

Discussion:

Amendment No. 7 is necessary to allow MDR to revise the plans with minor design changes that were made in the building, provide support during the bidding process, construction support and structural services during construction. Staff recommends approving Amendment No. 7 to extend the term through June 30, 2028, revise the scope of work, and increase compensation by \$131,320.00.

Fiscal Impact:

Table 1 - Summary of Costs

Contract Amount	\$199,400.00
Amendment No. 1	\$62,980.00
Amendment No. 2	\$19,900.00
Amendment No. 3	\$9,335.00
Amendment No. 4	\$15,000.00
Amendment No. 6	\$121,000.00
Amendment No. 7	\$131,320.00
Revised Project Cost	\$558,935.00

The fiscal impact is \$131,320.00. In the 2025-2026 adopted Capital Improvement Project budget, \$500,000.00 is approved (MP 01-34 #24) (Account No. 121-713-5130).

Recommendation:

It is recommended that the CRIA Board approve Amendment No. 7 to the Professional Services Agreement with MDR.

Exhibits:

1. Amendment No. 7 to the Professional Services Agreement with Melzer Deckert & Ruder Architects, Inc. dated December 10, 2025
2. Approval Letter - Melzer Deckert PSA

**AMENDMENT NO. 7
TO PROFESSIONAL SERVICES AGREEMENT WITH
MELZER DECKERT RUDER ARCHITECTS, INC.**

This Amendment No. 7 to the Professional Services Agreement (“Agreement”) is made and entered into this 10th day of December 2025, by and between the Civic Recreational Industrial Authority (“CRIA”), a public body, and Melzer Deckert & Ruder, Architects, Inc., a California corporation, (“Consultant”). CRIA and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about May 13, 2020, CRIA approved a Professional Services Agreement (“Agreement”) for Pavilion building upgrades at the Expo Center; and

WHEREAS, on or about November 10, 2020, Amendment No. 1 was approved to amend the scope of services, and increase compensation by \$62,980.00. It was also necessary for Consultant to comply with the provisions of Assembly Bill 5 (“AB 5”) concerning independent contractors, and language was included in the amendment to address AB 5; and

WHEREAS, on or about July 7, 2021, Amendment No. 2 was approved to amend the scope of services, and increase compensation by \$19,900.00. It was also necessary to comply with best practices and revise the indemnity provisions specific to independent contractors, and update the address for CRIA; and

WHEREAS, on or about August 11, 2021, Amendment No. 3 was approved to amend the Agreement to permit Consultant to perform additional services relating to information technology (“IT”), and to allow for a companion increase in compensation of \$9,335.00; and

WHEREAS, on or about February 8, 2023, Amendment No. 4 was approved to extend the term through June 30, 2024, revise the scope of services to incorporate recommendations into the plans made in the electrical master plan, and increase compensation by \$15,000.00; and

WHEREAS, on or about August 7, 2024, Amendment No. 5 was approved to extend the term through June 30, 2026, and revise the rate schedule; and

WHEREAS, on or about November 13, 2024, Amendment No. 6 was approved to revise the scope of work and increase compensation in the amount of \$121,100.00; and

WHEREAS, it is necessary to revise the scope of work to include additional design work for minor plan revisions of the building, and support during bidding, construction support and structural services during construction. Given the additional services, it is also necessary to increase compensation by \$131,320.00 and extend the term through June 30, 2028; and

WHEREAS, for the reasons set forth herein, CRIA and Consultant desire to enter into Amendment No. 7, 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 for modifications made in Amendment 6, and as otherwise hereinafter provided:

1. TERM

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

The 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 June 30, 2028, unless sooner terminated to the provisions of this Agreement.

4. PAYMENT

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

The total contract amount shall not exceed Five Hundred Fifty Eight Thousand Nine Hundred Thirty Five Dollars (\$558,935.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

Exhibit A, Scope of Services

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

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

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 7 to the Agreement as of the Effective Date.

“CRIA”
Civic Recreational Industrial Authority

“CONSULTANT”
Melzer Deckert & Ruder Architects, Inc.

By: _____
Eric Benavidez, Chairman

By: _____
Mark Melzer, AIA, LEED AP

Attest:

By: _____
Julie Gutierrez-Robles, Secretary

APPROVED AS TO FORM

By: _____
James M. Casso, General Counsel

ATTACHMENT 1
EXHIBIT A

SCOPE OF SERVICES

The consultant will provide the following additional services for Pavilion Upgrade at Expo Center:

Plan Revisions

- Provide an interior set of door(s) to create a small entry area.
- Closing of the existing exterior opening to the proposed Storage Room.
- Look at replacing one set of the proposed glass sliding doors, on both sides of the building, with a set of glass French doors to allow for a full opening.
- Revise door and hardware specifications.
- Relocation of emergency exit signs for new doors, electrical drawings.
- Coordination with mechanical and electrical engineering and AV services

Engineering / AV drawing revisions

- No structural revisions
- Mechanical engineering
- Electrical engineering
- AV Services

Bidding Support

- Provide a materials board showing all proposed finishes for review by Expo Staff.
- Provide recommendations for phasing and sequencing improvements to accommodate continued use of facility.
- Respond to bidders questions for clarification. Responses may include making revisions to plans or specifications. Assume two rounds of questions.
- Provide any updated specifications based on any plan revisions and/or standard spec, changes that are needed to address bid questions.

Construction Support

- Review project submittals per specifications (Interior design review, materials, finishes and lighting).
- Respond to RFIs during construction
- Architectural Site Visits – Assume 6 visits
- Engineering Services in office – Structural, Mechanical, Plumbing, Electrical and AV Services
- Engineering Site Visits – 12 visits

Structural Services

- Site visit by engineer.
- Provide recommendations for repair / fix to steel column via sketches
- (repair is assumed to be straightforward)

EXHIBIT A TO AMENDMENT NO. 7
PROFESSIONAL SERVICES AGREEMENT WITH MELZER DECKERT RUDER
ARCHITECTS, INC. DATED MAY 13, 2020

CIVIC RECREATIONAL INDUSTRIAL AUTHORITY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of May 13, 2020 ("Effective Date"), between the Civic-Recreational-Industrial Authority ("CRIA") and Melzer Deckert & Ruder Architects, Inc., a California Corporation ("Consultant"). CRIA and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

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

2. SERVICES

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

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

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

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

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

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

3. MANAGEMENT

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

4. PAYMENT

(a) CRIA agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed One Hundred Ninety-Nine Thousand Four Hundred Dollars (\$199,400.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

(c) Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as

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

5. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

6. OWNERSHIP OF DOCUMENTS

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

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

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

7. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

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

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

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

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

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

10. LEGAL RESPONSIBILITIES

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

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

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

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

14. NOTICES

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

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

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

To Consultant:

Melzer Deckert & Ruder Architects, Inc.
9511 Irvine Center Drive
Irvine, CA 92618
Attention: Mark Melzer, AIA, LEED AP

15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

17. ENTIRE AGREEMENT

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

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

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the


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

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

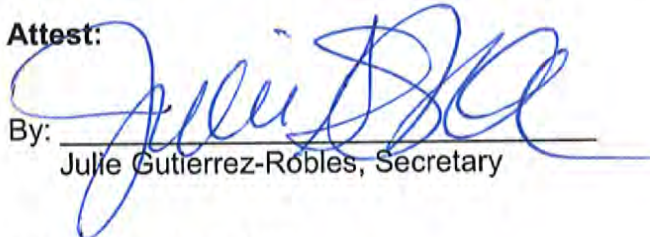
"CRIA"
Civic Recreational Industrial Authority

By: 
Troy Helling, Executive Director

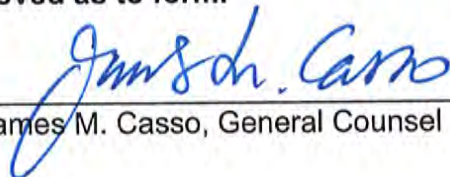
"CONSULTANT"
Melzer Deckert & Ruder Associates, Inc.

By: 
Mark Melzer, AIA, LEED AP

Attest:


By: Julie Gutierrez-Robles, Secretary

Approved as to form:

By: 
James M. Casso, General Counsel

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

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide the following services for the design of the Pavilion Building Upgrades at the Industry Hills Expo Center:

Project and Design Approach

A Design Methodology

Consultant shall initially meet with CRIA Staff to understand the goals for the project and will visit the site to review existing conditions. Consultant shall provide design services to address the functional and operational use of the facility. Operational issues will be reviewed so that the facility has flexibility for various events. Consultant shall incorporate durable and cleanable materials suitable for long-term use in its design.

Budget: Consultant shall work closely with CRIA Staff and CRIA's project manager to determine the construction budget and control the design to meet the budget.

B. Key Design Elements

Consultant will seek to evaluate design elements as follows:

1. Functional and flexible building design.
2. Operational considerations for equipment and materials.
3. ADA accessibility access and compliance.
4. A design concept and imagery for both exterior and interior that is in harmony with the surrounding equestrian center, and one that evokes the character and identity of a banquet facility.

Time Schedule

A time schedule shall be prepared at the commencement of the project. For initial purposes, Consultant estimates the following:

Concept Design – 3 weeks

Schematic Design (with Basis of Design by Engineers) – 4 weeks

Design Development and Construction Documents – 10 weeks

Bidding – 4 weeks

Permit Approvals by Health Department and Building Department- 12-14 weeks

Items to be Furnished by CRIA

- A. As-built drawing of existing facility.
- B. Asbestos and hazardous materials report. (at existing facility adjacent to

- C. Utility information.
- D. Quantitative programming and operational input by Client's designated personnel.

Work Product:

Consultant shall provide the following work product for the project:
Architectural and Engineering Construction Documents in pdf and AutoCAD formats for the improvements comprising of plans, specifications and estimates.

The exclusions to the Services are as follows:

1. Evaluation or performance of existing building envelope or Mechanical Electrical and Plumbing systems.
2. Exterior building façade (other than doors)
3. Site work and parking.
4. Grease Interceptor
5. Selection of interior furnishings and accessories (services may be provided upon request)

EXHIBIT B
RATE SCHEDULE

Hourly Rate Schedule

Title	Hourly Rate
Principal	\$195.00
Principal Designer	\$195.00
Project Architect	\$185.00
Designer	\$150.00
Technical	\$88.00
Secretarial	\$54.00

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Pass Through Clause. Consultant agrees to ensure that its subconsultants, 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. 6.8



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
Sean Calvillo, Director of Operations

DATE: December 10, 2025

SUBJECT: Consideration of a Maintenance Services Agreement for Tree Maintenance Services with North Star Land Care, in an amount not to exceed \$2,000,000.00 through December 31, 2028

Background:

On May 12, 2025, a Request for Proposals (“RFP”) for Citywide Tree Maintenance Services was posted in the City’s PlanetBids™ vendor portal. The RFP was issued to procure a contractor to furnish all materials, equipment, tools, labor and incidentals as required for tree pruning, tree removal, tree stump removal and tree replacement as approved by the City. The RFP was viewed by 123 prospective bidders. The proposal was due on Monday, June 2, 2025, at 3:00 p.m. Seven (7) proposals were received. Below is a table of all proposers that submitted a proposal for Citywide Tree Maintenance Services.

Proposers

Great Scott Tree Service, Inc.
Greenfield Landscaping and Maintenance, Inc.
Mariposa Tree Management, Inc.
North Star Land Care
Tiger Tree Services, Inc
United Pacific Services, Inc.
West Coast Arborists, Inc.

Upon review of the submitted proposals, Staff selected three companies that presented the best overall fit to the City’s needs for in person interviews which include, in no particular order: Great Scott Tree Service, West Coast Arborists, and North Star Land Care. The interviews were conducted on August 27, 2025. Thereafter, Staff determined that the three interviewed

companies are adequately equipped to meet the requirements for the City-wide tree maintenance services. However, with over 10,000 trees, Staff decided it would be advantageous to split the City into two zones for two companies, one for the western portion and another for the eastern portion, which would allow for an efficiency of work progress throughout the year. Additionally, in emergency situations, due to inclement weather, for example, Staff would have more access to emergency crews City-wide to respond. Staff is also proposing that another company provide tree maintenance services to CRIA for the Industry Hills and the Expo Center areas, in which over 12,000 trees are located, and the IPHMA parcels, which have around 250 trees. This is also advantageous for crew availability throughout the year and in emergency situations.

Pursuant to Section 3.52.030(B)(4) of the City's Code, and Section 22002(d)(4) of the Public Contract Code ("PCC"), public works projects do not include landscape maintenance services. As a result, tree maintenance service is not subject to the public bidding requirement of the PCC, however it does require compliance with the City's Code. Under Section 3.52.120 of the City's Code, contracts relating to maintenance of public works or public facilities may be provided for either by competitive bidding, informal public bidding, or by negotiated contract, at the discretion of the City Council. CRIA adheres to the City's Code, and Staff recommends CRIA negotiate a maintenance contract per the City's Municipal Code.

Discussion:

North Star Land Care ("North Star") has been providing arborists services to southern California municipalities since 2017 and is well equipped to meet CRIA's tree maintenance needs. There are about 11,900 trees within the Expo Center area and surrounding hills, and within the golf course area down to the wrought iron fences. Staff will coordinate with North Star on the locations of tree trimming work and the schedule of work. The scope also includes providing global position system ("GPS") location of trees that are currently not in the City's Geographic Information System. Staff recommends approving a Maintenance Services Agreement with North Star for Tree Maintenance Services, in an amount not to exceed \$2,000,000.00 through December 31, 2028.

Fiscal Impact:

The fiscal impact is \$2,000,000.00 over three years. In the adopted Fiscal Year 2025-2026 General Fund budget, \$950,000.00 was approved for this (Account No. 360-800-5068) (MP 01-34) and Staff will budget accordingly in future fiscal years.

Recommendation:

It is recommended that the CRIA Board approve the Maintenance Services Agreement with North Star Land Care.

Exhibits:

1. Maintenance Services Agreement with North Star Land Care, dated December 10, 2025

CIVIC-RECRECREATIONAL-INDUSTRIAL AUTHORITY

MAINTENANCE SERVICES AGREEMENT

This MAINTENANCE SERVICES AGREEMENT (“Agreement”), is made and effective as of December 10, 2025 (“Effective Date”), between the CIVIC-RECRECREATIONAL-INDUSTRIAL AUTHORITY, a public body (“CRIA”) and North Star Land Care, 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 December 31, 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 arborist 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 Manager 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 a lump sum. Amount not to exceed Two Million Dollars (\$2,000,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

(c) Contractor shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If CRIA disputes any of Contractor's fees it shall give written notice to Contractor within thirty (30) days of receipt of

an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

5. LABOR CODE AND PREVAILING WAGES

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

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

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

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

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

7. OWNERSHIP OF DOCUMENTS

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

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

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

8. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

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

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

9. INSURANCE

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

10. INDEPENDENT CONTRACTOR

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

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

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:

North Star Land Care
10831 Downey Avenue
Downey, CA 90241

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”
North Star Land Care

By: _____
Joshua Nelson, Executive Director

By _____
Jose A. Martinez, President

Attest:

By: _____
Julie Gutierrez-Robles, Secretary

Approved as to form:

By: _____
James M. Casso, General Counsel

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

EXHIBIT A

SCOPE OF SERVICES

CRIA maintains approximately 11,900 trees throughout Expo Center and Industry Hills. The work to be done consists of furnishing all materials, equipment, tools, labor and incidentals as required for tree pruning, tree removal, tree stump removal and tree replacement as approved by CRIA. In general, all right-of-way trees on specified streets or neighborhoods will be pruned, with limited exceptions, commonly known as grid pruning. The Contractor would be assigned to prune all the trees within that grid/zone before proceeding into the next grid or zone, unless otherwise directed by CRIA. Grid pruning services will occur each year on a start date determined by CRIA, outside of bird nesting season. The Contractor shall cease work in a tree if a nest is found and is determined to be active, unless given written permission by CRIA. The Contractor will be available for tree removals, stump removals, tree replacements, emergency call-out services, and specialty tree crew rental services on a limited, as-needed basis throughout each year. The Contractor will maintain and annually update a digital tree maintenance inventory, which will be the property of CRIA.

The Contractor shall also be required to report to CRIA any condition that could pose a threat to the public or result in a poor aesthetic such as, but not limited to, low or hanging limbs, and dead, dying or structurally deficient trees.

The Contractor shall deliver a level of quality that is compatible with International Society of Arboriculture ("ISA") standards, American National Standards Institute ("ANSI") criteria and the standards and requirements described herein in providing tree services. All work performed shall be comply with good arboreal practices within the industry for the particular species of tree being maintained. All of the Contractor's personnel engaged in the actual trimming of the trees shall hold, at minimum, a current ISA Certified Tree Worker credential. All other personnel (e.g. ground workers) shall have received sufficient training so as to be capable of performing their functions in a safe and proficient manner.

The Contractor shall conduct all work outlined in this Scope of Services in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines and materials or other hazards consequential or related to the work; and agrees to accept the sole responsibility for complying with all City, County, State or other legal requirements including, but limited to, full compliance with the terms of the applicable OSHA and CAL EPA Safety Orders at all times so as to protect all persons, including Contractor's employees, agents of CRIA, vendors, members of the public or others from injury or damage to their property. The Contractor shall cooperate fully with CRIA in the investigation of any accident, injury or death occurring on the property set forth in this Agreement, including a complete written report to the Executive Director/City Manager within 24 hours following the incident.

Any damage caused by the Contractor shall be repaired or restored at Contractor's expense to a condition similar or equal to that existing before such damage, or the Contractor shall repair such damage in a manner acceptable to CRIA.

GENERAL PROVISIONS

SUPERVISION

The Contractor must have a certified arborist on staff to supervise all tree maintenance services conducted at any time. The Contractor will be required to provide continual supervision for all operations at the job site and will be subject to administrative direction by CRIA.

INSPECTION

When work in specified areas is completed and ready for final inspection, the Contractor will be required to notify CRIA. As soon as possible thereafter, City will make the necessary inspection, and determine whether the work has been properly performed and completed.

WORK SCHEDULE

The Contractor will be required to submit a complete schedule of work to be performed to CRIA at least one (1) week prior to the beginning of the work. Normal working hours will be an eight (8) hour day between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday. Any adjustments to this schedule must be approved by City. Roads known to have heavy traffic periods may be restricted to work between the hours of 9:00 a.m. and 2:00 p.m.

EQUIPMENT

Equipment supplied and used by the Contractor will be maintained in a mechanically sound and safe condition, free from infectious disease or materials. When pruning infected or diseased trees, the Contractor will sterilize pruning tools prior to beginning work on the following tree.

SAFETY

Subject to the approval by the Director of Public Works, whenever streets are to be blocked off, City along with the Los Angeles County Sheriffs and Fire Departments will all be notified by Contractor of the locations and length of time the street will be blocked.

Suitable street, sidewalk barriers, signs, traffic cones and other such equipment will be used by the Contractor.

It is the responsibility of the Contractor to use Work Area Traffic Control Handbook (W.A.T.C.H. manual latest edition) for traffic control as needed. Adequate traffic control

shall be maintained at all times through the work zone, in compliance with the WATCH manual, latest edition.

It is the sole responsibility of the Contractor to ensure the safety of its work. The Contractor will observe all arborist and industrial safety standards.

DAMAGED PROPERTY

Plant material, irrigation systems and other facilities damaged or destroyed by the Contractor will be repaired or replaced at the Contractor's expense.

CONDUCT OF OPERATIONS

Cooperation with others: The Contractor will endeavor to maintain good public relations at all times. The work will be conducted in a manner which will cause the least possible interference with or annoyance to the public. Work will be performed by competent workers supervised by a competent supervisor with experience and training in tree trimming and removal.

Contractor will notify resident(s) and business(es) of tree removal or trimming a minimum of 24 hours before commencing work.

Complaints: Complaints resulting from the Contractor's operation will be referred to the Contractor for prompt handling and satisfactory adjustment. All such adjustments will be at the Contractor's expense, whether said complaints arise from City authorities, or from private property owners and others.

EXTRA WORK

Extra work will not be performed without prior written approval by City.

PERMITS, FEES AND LICENSES

The Contractor shall have a valid and current C-49 contractor license for the duration of the contract. The Contractor is responsible for obtaining a business license and encroachment permit from CRIA. All permit fees and licenses necessary for completion of the work will be paid for by the Contractor

SPECIAL PROVISIONS

PRUNING STANDARDS

All pruning will follow the Western Chapter - International Society of Arbor Culture Standards. Some exceptions may be implemented by City.

TECHNIQUES

Thinning cuts will be removed at its point of attachment or shortened to a lateral large enough to assume the terminal role.

When shortening a branch or leader, the lateral to which it is cut should be at least one-half the diameter of the cut being made.

Holding cuts, or removing branches to stubs, buds or lateral branches not large enough to assume the terminal role is not allowed.

When removing a branch, pruning cuts should be made in branch tissue close to, but outside, the branch bark ridge. If no collar is visible, the angle of the cut should approximate the angle formed by the branch bark ridge and the trunk.

When removing a dead branch, the final cut should be made outside the collar of live callus tissue. If the collar has grown out several inches around the branch stub, only the dead stub should be removed, the live collar should remain intact and uninjured.

When reducing the length of a branch or the height of a leader, the final cut should be close to, but beyond (not violate) the branch bark ridge of the branch being cut to. The cut should approximately bisect the angle formed by the branch bark ridge and an imaginary line perpendicular to the trunk or branch cut.

During structural pruning the diameter of the branch, at its attachment, will be less than three-fourths the diameter of the parent branch or trunk. If larger, the branch's foliage should be reduced by 15 to 25 percent, particularly near its terminal. The parent branch will not be thinned as much in order to allow the parent branch to grow at a faster rate and reduce the weight of the lateral branch, slow its total growth, and develop a stronger branch attachment. If this does not appear appropriate, the branch should be shortened to a large lateral or be completely removed.

On large growing trees, branches that are more than one-third the diameter of the trunk at least 18 inches apart, on center, should have their mass reduced 15 to 25 percent, particularly near their terminals and/or be shortened. All pruning cuts should be clean and smooth with the bark at the edge of the cut firmly attached to the wood.

All end cuts on main branches will be cut on an angle of no less than 60 degrees so as not to restrict their natural flow of nutrients within the cambium layer.

All removals will include complete stump grinding except where noted otherwise.

TYPES OF PRUNING - MATURE TREES

Crown Cleaning: The removal of dead, dying, diseased, crowded, weakly attached, and low-vigor branches and water sprouts from a tree crown. Crown Thinning: Includes

crown cleaning and the selective removal of branches to increase light penetration and air movement into the crown. Thinning of foliage to reduce the wind-sail effect of the crown and the weight of heavy limbs.

Thinning the crown to emphasize the structural beauty of trunk and specific branches as well as improve the growth of plants beneath the tree by increasing light penetration. When thinning the crown of mature trees, seldom should more than one-third of the live foliage be removed. At least one-half of the foliage should be on branches that arise in the lower two-thirds of the trees. When thinning laterals from a limb, the lateral branches will be left in the same distribution of foliage along the branch.

An effect known as "lion's-tailing" which results from pruning out the inside lateral branches is not allowed.

Crown Reduction: To reduce the height and/or spread of a tree. Thinning cuts are most effective in maintaining the structural integrity and natural form of a tree and in delaying the time when it will need to be pruned again. The lateral to which a branch or trunk is cut should be at least one-half the diameter of the cut being made.

Crown Restoration: To improve the structure and appearance of trees that have topped or severely pruned using heading cuts. One to three sprouts on main branch stubs will be selected to reform a more natural appearing crown. A vigorous selected sprout may be thinned to a lateral, headed, to control length growth in order to ensure adequate attachment for the size of the sprout.

Crown Raising: The removal of lower branches of a tree in order to provide clearance for buildings, a clearance of 13 feet to 16 feet for vehicular traffic and 11 feet for pedestrian traffic. The tree will have at least one-half of its foliage on branches that originate in the lower two-thirds of its crown to ensure a well-formed, tapered structure.

View Restoration Trim: The removal of specified branches of a tree in order to provide/restore unobstructed views hindered by City-owned trees.

Clearance Trim: The removal of specified branches of a tree in order to provide adequate clearance for buildings, to the property line or to a specified point.

Minimum Trim: The removal of sucker and waterspout growth and the elevation of tree limbs to City Code heights.

Removals: Trees that are to be removed will be designated by CRIA only. Trees removed will be cut flush to finish grade or lower. Care will be taken to protect surrounding landscape plants that will be remaining at the completion of the project. Each will be marked at breast height with orange paint. All tree removals will include complete stump grinding except when determined unnecessary by CRIA.

ROOT PRUNING

Root pruning shall be performed upon request by the Public Works Director, or designee. Root pruning will be performed no closer than 24 inches (24") from base of tree and no deeper than 12 inches (12").

Contractor shall provide all equipment, labor and materials necessary for the root pruning of trees throughout CRIA in accordance with the specifications herein.

No location or site will be provided for the parking of vehicles and/or staging of materials. Vehicles and materials may not be stored in the Public Right of Way.

COMPETING PLANT MATERIALS

Competing plant material or plant material clinging to the trunk such as ivy, volunteer trees, or woody shrubs, will be removed to provide a clear area of at least 18 inches, but not more than 24 inches around the trunk of the tree and the root crown.

CLIMBING TECHNIQUES

Climbing and pruning practices should not injure the tree except for the pruning cuts. Climbing spurs will not be used when pruning a tree, unless the branches are more than throw-line distance apart. In such cases, the spurs should be removed once the climber is tied in.

Spurs may be used to reach an injured climber and when removing tree.

Rope injury to thin-barked trees from loading out heavy limbs should be avoided by installing a block in the tree to carry the load.

REMOVAL OF BRUSH AND DEBRIS

At the close of each day's operation, the Contractor will be required to keep all street, parkway, sidewalk and yard areas of all properties free of debris. Additionally, Contractor will be required to dump all ground wood chips at a site within CRIA limits to be determined by City. Material that is not ground up (stumps, etc.) must be disposed of at Contractor's expense.

ANNUAL SERVICES MEETING

A mandatory meeting will be held with the Contractor each year prior to commencement of grid pruning to coordinate the annual work program.

RECORDKEEPING

The contractor will be responsible for managing a City tree maintenance database, which will be shared with City staff on a regular basis, as determined by CRIA.

GPS TREE DATA COLLECTION

The Contractor will be responsible for regularly updating the City's GPS tree database as conditions require, including any trees removed or newly planted, and submit in a GIS-compatible format acceptable to the City's GIS system and Cartegraph application. The Contractor shall be required to create an ESRI ArcGIS Pro compatible "shape file". The data shall be compatible with the latest version of ArcGIS Pro. If the Contractor utilizes proprietary software for GPS tree management, the Contractor will still be required to submit GIS-compatible data to CRIA, and the tree inventory and maintenance data are the property of CRIA, and CRIA should have access to the Contractor's software. The inventory shall be capable of showing the location of every existing tree site and vacancies on the City's existing GIS base maps (streets, parcels, addresses, ROW and hardscape, etc.) The information collected shall, at a minimum, include the confirmation of the tree asset number, tree type, trunk diameter, height, canopy spread, maintenance needs, previous pruning date, and the general condition of the tree.

DISPOSAL OF GREEN WASTE

All tree debris produced as a result of the Contractor's operations under the contract will be reduced, reused, recycled, and/or transformed. Weight slips may be required as proof of final disposal, and invoices will not be processed unless accompanied with weight slips of recycled waste. Reducing will include, but not be limited to, chipping, grinding and/or shredding operations. Disposal is to be at a recycling yard for use in a tub grinding and mulching program.

Transformation will include, but not be limited to, firewood that is too large to be chipped, ground, or shredded for use as mulch. If wood is to be kept for firewood by the Contractor, the Contractor must provide proof of such an operation to CRIA.

Green waste generated from the tree maintenance activities shall be used towards the City's recycling credits. The Contractor shall provide backup certified reports regarding efforts. Organic waste recycling required herein shall be in compliance with Senate Bill 1383, Assembly Bill 939, and Chapter 8.20 of the City's Municipal Code.



- Trees 11,894
- ▭ IPHMA
- ▭ City of Industry Boundary
- ▭ CRIA MSA Limits

Workman
(William) High
School

Wing Lane
Elementary
School

Industry Hills
Golf Club

EXHIBIT B
RATE SCHEDULE

Description	Unit	Unit Price
Crew Rental (1 man w/equip. business hours)	per hr.	\$ 100.00
Crew Rental (3 man w/equip. business hours)	per hr.	\$ 300.00
Emergency Crew Rental (1 man w/equip. after business hours)	per hr.	\$ 110.00
Emergency Crew Rental (3 man w/equip. after business hours)	per hr.	\$ 330.00
Specialty Equipment(Rolloff, Loader, 95 foot Aerial lift)	Per hr.	\$ 125.00
Clearance Pruning	Per tree	\$ 95.00
Aesthetic Pruning	Per tree	\$ 145.00
Crown Reduction	Per tree	\$ 395.00
Clearance Pruning (Climbing)	Per tree	\$ 145.00
Aesthetic Pruning (Climbing)	Per tree	\$ 220.00
Crown Reduction (Climbing)	Per tree	\$ 595.00
Palm Trimming	Per tree	\$ 100.00
Palm Tree Skinning	Per LF	\$ 18.00
Tree & Stump Removal	Per DBH	\$ 40.00
Tree Only Removal	Per DBH	\$ 33.00
Stump Removal	Per DBH	\$ 12.00
GIS Collection	Per tree	\$ 4.00
Arborist Services (Reports)	Per Hr.	\$ 150.00
15-Gallon Tree planting	Per tree	\$ 180.00
24-Inch Box Tree Planting	Per tree	\$ 340.00

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: December 10, 2025

SUBJECT: Civic-Recreational-Industrial Authority October 31, 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 October 31, 2025, the Expo Center generated revenues of \$218,148 and expenses of \$140,025 resulting in \$78,123 of net operating income.

Year-to-date revenues amounted to \$826,937, which represents approximately 46% of budgeted revenues of \$1,817,000 for the year ended June 30, 2026.

Year-to-date operating expenses through October 31, 2025 amounted to \$928,670, which represents approximately 34% of budgeted expenses of \$2,726,000 for the year ended June 30, 2026.

Revenues and expenses are in line with the budgeted amounts for the year ended June 30, 2026.

The Expo Center received year-to-date net transfers of \$235,000 from the Capital Project fund through October 31, 2025.

Capital Projects Fund:

This fund is accounting for the general operating activities of CRIA. Total budgeted expenditures for the year ended June 30, 2026 amount to \$2,715,000. The Fund has incurred \$457,859 of year-to-date expenditures through October 31, 2025 which represents approximately 17% of budgeted expenditures. Year-to-date transfers from the City of Industry amounted to \$654,000 of which \$235,000 was transferred to the Expo Center resulting in net transfers of \$419,000 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, 2026. The budget is \$8,855,000. From the month ended September 30, 2025, expenditures for capital improvements amounted to \$1,098,015 with the year-to-date expenditures of \$2,586,622. This represents 29% of total budgeted expenditures for the year ended June 30, 2026.

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 October 31, 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

October 31, 2025

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

FINANCIAL STATEMENTS

October 31, 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
October 31, 2025

Expo Center Operations

During the month ended October 31, 2025 total revenues for the Facilities and Grand Arena revenues amounted to \$215,291. There were seven events held in the Pavilion and four events in the Avalon Room, generating \$48,174 in Facilities revenues. Four events were held in the Grand Arena, generating \$167,117 in Grand Arena revenues. Total revenues for the month amounted to \$218,148 which includes \$2,857 other income.

At October 31, 2025, our financial statements reflect the following activity:

<u>Expo Center Operations</u>	Month Ended 10/31/2025	Year To Date 10/31/2025	Annual Budget 2025-2026	% of Annual Budget	Month Ended 10/31/2024	Year To Date 10/31/2024
Total revenues	\$ 218,148	\$ 826,937	\$ 1,817,000	46%	\$ 211,317	\$ 785,877
Expenses:						
Direct Expo Center expenses	72,946	452,378	1,182,000	38%	79,090	451,205
General and administrative expenses	67,079	476,292	1,544,000	31%	121,232	532,552
Total direct Expo Center expenses	140,025	928,670	2,726,000	34%	200,322	983,757
Net (loss) income from operations	78,123	(101,733)	(909,000)	11%	10,995	(197,880)
Net (loss) income	\$ 78,123	\$ (101,733)	\$ (909,000)	11%	\$ 10,995	\$ (197,880)

Summarized financial information by department for the month ending October 31, 2025 and 2024:

<u>Expo Center Operations</u>	Month Ended 10/31/2025	Month Ended 10/31/2025	Month Ended 10/31/2025	Month Ended 10/31/2025
	Facilities	Grand Arena	General and Admin.	Totals
Total revenues	\$ 48,174	\$ 167,117	\$ 2,857	\$ 218,148
Expenses:				
Direct Expo Center expenses	32,027	40,919	-	72,946
General and administrative expenses	-	-	67,079	67,079
Total direct Expo Center expenses	32,027	40,919	67,079	140,025
Net (loss) income from operations	16,147	126,198	(64,222)	78,123
Net (loss) income for the month ended	\$ 16,147	\$ 126,198	\$ (64,222)	\$ 78,123

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

EXECUTIVE SUMMARY
FINANCIAL STATEMENTS
October 31, 2025

<u>Expo Center Operations</u>	Month Ended 10/31/2024	Month Ended 10/31/2024	Month Ended 10/31/2024	Month Ended 10/31/2024
	Facilities	Grand Arena	General and Admin.	Totals
Total revenues	\$ 46,334	\$ 164,926	\$ 57	\$ 211,317
Expenses:				
Direct Expo Center expenses	31,923	47,167	-	79,090
General and administrative expenses	-	-	121,232	121,232
Total direct Expo Center expenses	31,923	47,167	121,232	200,322
Net (loss) income from operations	14,411	117,759	(121,175)	10,995
Net (loss) income for the month ended	\$ 14,411	\$ 117,759	\$ (121,175)	\$ 10,995

Summarized financial information by department year to date period ending October 31, 2025 and 2024:

<u>Expo Center Operations</u>	Year To Date 10/31/2025	Year To Date 10/31/2025	Year To Date 10/31/2025	Year To Date 10/31/2025
	Facilities	Grand Arena	General and Admin.	Totals
Total revenues	\$ 200,845	\$ 623,194	\$ 2,898	\$ 826,937
Expenses:				
Direct Expo Center expenses	183,817	268,561	-	452,378
General and administrative expenses	-	-	476,292	476,292
Total direct Expo Center expenses	183,817	268,561	476,292	928,670
Net (loss) income from operations	17,028	354,633	(473,394)	(101,733)
Net (loss) income year to date	\$ 17,028	\$ 354,633	\$ (473,394)	\$ (101,733)

<u>Expo Center Operations</u>	Year To Date 10/31/2024	Year To Date 10/31/2024	Year To Date 10/31/2024	Year To Date 10/31/2024
	Facilities	Grand Arena	General and Admin.	Totals
Total revenues	\$ 206,256	\$ 579,564	\$ 57	\$ 785,877
Expenses:				
Direct Expo Center expenses	175,548	275,657	-	451,205
General and administrative expenses	-	-	532,552	532,552
Total direct Expo Center expenses	175,548	275,657	532,552	983,757
Net (loss) income from operations	30,708	303,907	(532,495)	(197,880)
Net (loss) income year to date	\$ 30,708	\$ 303,907	\$ (532,495)	\$ (197,880)

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

EXECUTIVE SUMMARY
FINANCIAL STATEMENTS
October 31, 2025

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 October 31, 2025 amounted to \$16,232,188 with \$2,495,954 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 October 31, 2025. It is the accounting policy of CRIA to record annual depreciation expense subsequent to the completion of the June 30, 2026 annual audit.

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

EXECUTIVE SUMMARY
FINANCIAL STATEMENTS
October 31, 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 October 31, 2025, our financial statements reflect the following activity:

<u>Capital Projects Fund</u>	<u>Month Ended</u> <u>10/31/2025</u>	<u>Year To Date</u> <u>10/31/2025</u>	<u>Annual Budget</u> <u>2025-2026</u>	<u>% of Annual</u> <u>Budget</u>
Total revenues	\$ 1,023	\$ 1,023	\$ 5,000	20%
Expenditures:				
General and administrative expenses	161,735	457,859	2,715,000	17%
Total expenses	161,735	457,859	2,715,000	17%
Excess of expenditures over revenues	\$ (160,712)	\$ (456,836)	\$ (2,710,000)	17%

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 25-26 Annual Budget
1	Sewer Upgrades at Expo Center	15,000
2	Pavilion Building Upgrades	5,500,000
3	Expo Center Patio Café Improvements	5,000
4	Expo Center Fire Alarm System	1,400,000
5	Expo Center A/V upgrades to the Grand Arena	1,700,000
6	Expo Center Signage Improvements	5,000
7	New Banquet Facility	100,000
8	Expo Center ADA Upgrades	5,000
9	Expo Center Barn Improvements	25,000
10	Expo Center Office Improvements	100,000
	Total	\$8,855,000
	TOTALS - CRIA	\$8,855,000

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

EXECUTIVE SUMMARY
 FINANCIAL STATEMENTS
October 31, 2025

At October 31, 2025, our financial statements reflect the following activity:

<u>Capital Improvements Fund</u>	<u>Month Ended 10/31/2025</u>	<u>Year To Date 10/31/2025</u>	<u>Annual Budget 2025-2026</u>	<u>% of Annual Budget</u>
Equestrian Center Capital Improvements:				
Planning, Survey and Design	\$ 243,575	\$ 406,708	\$ 1,150,000	35%
Construction Costs	852,076	2,142,060	7,700,000	28%
Small Equipment & Supplies	2,364	37,854	5,000	757%
Total expenditures	<u>1,098,015</u>	<u>2,586,622</u>	<u>8,855,000</u>	29%
Excess of expenditures over revenues	\$ <u>1,098,015</u>	\$ <u>2,586,622</u>	\$ <u>8,855,000</u>	29%

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

BALANCE SHEET
AS OF OCTOBER 31, 2025

	<u>Capital Projects</u>	<u>Expo Center</u>	<u>Capital Improvements</u>
ASSETS			
CURRENT ASSETS:			
Cash and cash equivalents	\$ 129,946	\$ 290,789	\$ -
Investments	94,698	-	-
Accounts receivable, net	-	63,916	-
Prepaid insurance	-	4,537	-
Inventories	-	70,435	-
Deposits	-	3,000	-
Total current assets	<u>224,644</u>	<u>432,677</u>	<u>-</u>
CAPITAL ASSETS, net	<u>-</u>	<u>16,232,188</u>	<u>-</u>
Total assets	<u>\$ 224,644</u>	<u>\$ 16,664,865</u>	<u>\$ -</u>
LIABILITIES AND FUND BALANCE			
CURRENT LIABILITIES:			
Accounts payable	\$ 28,863	\$ 42,227	\$ 209,559
Sales tax payable	-	8,589	-
Advance rental payments	-	40,619	-
Security deposits	-	18,150	-
Total current liabilities	<u>28,863</u>	<u>109,585</u>	<u>209,559</u>
FUND BALANCE:			
Fund balance	<u>195,781</u>	<u>16,555,280</u>	<u>(209,559)</u>
Total liabilities and fund balance	<u>\$ 224,644</u>	<u>\$ 16,664,865</u>	<u>\$ -</u>

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

STATEMENT OF OPERATIONS
FOR THE MONTH AND YEAR TO DATE ENDED OCTOBER 31, 2025

	Capital Projects				Expo Center				Capital Improvements			
	MONTH ENDED 10/31/2025	YEAR TO DATE 10/31/2025	2025-2026 ANNUAL BUDGET	% OF ANNUAL BUDGET	MONTH ENDED 10/31/2025	YEAR TO DATE 10/31/2025	2025-2026 ANNUAL BUDGET	% OF ANNUAL BUDGET	MONTH ENDED 10/31/2025	YEAR TO DATE 10/31/2025	2025-2026 ANNUAL BUDGET	% OF ANNUAL BUDGET
REVENUES:												
Expo center revenues	\$ -	\$ -	\$ -	0%	\$ 218,148	\$ 826,937	\$ 1,817,000	46%	\$ -	\$ -	\$ -	0%
Other revenues	1,023	1,023	5,000	20%	-	-	-	0%	-	-	-	0%
Total revenues	<u>1,023</u>	<u>1,023</u>	<u>5,000</u>	20%	<u>218,148</u>	<u>826,937</u>	<u>1,817,000</u>	46%	<u>-</u>	<u>-</u>	<u>-</u>	0%
EXPENDITURES:												
Operating expenses	-	-	-	0%	72,946	452,378	1,182,000	38%	1,098,015	2,586,622	8,855,000	29%
General and administrative expenses	161,735	457,859	2,715,000	17%	67,079	476,292	1,544,000	31%	-	-	-	0%
Total expenses	<u>161,735</u>	<u>457,859</u>	<u>2,715,000</u>	17%	<u>140,025</u>	<u>928,670</u>	<u>2,726,000</u>	34%	<u>1,098,015</u>	<u>2,586,622</u>	<u>8,855,000</u>	29%
EXCESS OF EXPENDITURES OVER REVENUES	(160,712)	(456,836)	(2,710,000)	17%	78,123	(101,733)	(909,000)	11%	(1,098,015)	(2,586,622)	(8,855,000)	29%
OTHER FINANCING SOURCES, NET	<u>86,011</u>	<u>654,000</u>	<u>2,665,400</u>	25%	<u>150,000</u>	<u>235,000</u>	<u>909,000</u>	26%	<u>952,048</u>	<u>2,562,900</u>	<u>8,855,000</u>	29%
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER EXPENDITURES	(74,701)	197,164	<u>\$ (44,600)</u>	-442%	228,123	133,267	<u>\$ -</u>	0%	(145,967)	(23,722)	<u>\$ -</u>	0%
Fund balance, beginning	<u>270,482</u>	<u>(1,383)</u>			<u>16,327,157</u>	<u>16,422,013</u>			<u>(63,592)</u>	<u>(185,837)</u>		
Fund balance, ending	<u>\$ 195,781</u>	<u>\$ 195,781</u>			<u>\$ 16,555,280</u>	<u>\$ 16,555,280</u>			<u>(209,559)</u>	<u>\$ (209,559)</u>		

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY
INDUSTRY HILL EXPO CENTER
STATEMENT OF CASH FLOWS
FOR THE YEAR TO DATE ENDED OCTOBER 31, 2025

	AMOUNT
CASH FLOWS FROM OPERATING ACTIVITIES	
Net loss before transfers and other credits	\$ (101,733)
Change in operating assets and liabilities:	
Accounts receivable, net	25,152
Due from other funds	85,000
Prepaid insurance	4,537
Inventories	(19,616)
Accounts payable	24,672
Sales tax payable	5,521
Advance rental payments	(80,222)
Security deposits	(20,850)
Other current liabilities	(486)
Net cash used by operating activities	(78,025)
 CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES	
Other financing sources	235,000
 NET CHANGE IN CASH	156,975
 Cash at July 1, 2025	133,814
Cash at October 31, 2025	\$ 290,789

**INDUSTRY HILLS EXPO CENTER
SCHEDULE OF REVENUES AND EXPENSES
FOR THE MONTH AND YEAR TO DATE ENDED OCTOBER 31, 2025**

<u>Expo Center Operations</u>	MONTH ENDED 10/31/2025	YEAR TO DATE 10/31/2025	ANNUAL BUDGET 2025-2026	% OF ANNUAL BUDGET 2025-2026	MONTH ENDED 10/31/2024	YEAR TO DATE 10/31/2024
Expo revenues						
Facilities rentals	\$ 19,010	\$ 90,590	\$ 253,000	36%	\$ 22,364	\$ 111,094
Facilities rentals - bar sales	22,269	80,118	224,000	36%	19,137	72,067
Facilities - security	4,849	20,346	59,000	34%	4,060	18,424
Facilities - food	-	-	2,000	0%	-	-
Facilities - insurance	300	1,200	11,000	11%	500	3,400
Facilities - other	1,636	8,445	6,000	141%	200	650
Facilities - concessions	110	146	-	0%	73	621
Grand Arena - special events rentals	14,500	66,000	187,000	35%	28,000	79,500
Grand Arena - outdoor arena rentals	-	-	7,000	0%	-	2,400
Grand Arena - show barn stall rentals	1,165	20,553	58,000	35%	875	27,615
Grand Arena - shaving sales	2,493	3,512	5,000	70%	2,528	4,123
Grand Arena - security	8,500	50,719	106,000	48%	9,471	42,258
Grand Arena - trailer parking	12,580	22,175	68,000	33%	20,975	29,350
Grand Arena - bar sales	63,148	257,375	391,000	66%	51,791	217,825
Grand Arena - parking	54,240	140,648	277,000	51%	39,140	104,378
Grand Arena - other	10,491	62,212	162,000	38%	12,146	72,115
Total revenues	<u>215,291</u>	<u>824,039</u>	<u>1,816,000</u>	45%	<u>211,260</u>	<u>785,820</u>
Direct general and administrative revenues						
G&A- Other	2,857	2,898	1,000	290%	57	57
Expo expenses						
Cost of sales	16,105	82,596	187,000	44%	15,092	84,911
Bar supplies	-	6,159	8,000	77%	-	4,146
Promotional banquet	-	286	-	0%	-	-
Contract labor/wages	34,900	242,152	627,000	39%	33,664	228,175
Furniture/fixtures & equipment	-	171	55,000	0%	10,160	21,821
Facilities - insurance	-	259	-	0%	-	-
Miscellaneous	2	6,730	13,000	52%	274	274
Promotional	-	-	10,000	0%	-	-
Property maintenance	-	550	17,000	3%	-	10,639
Repairs and maintenance	-	-	-	0%	-	930
Racer purse payout	8,437	59,134	-	0%	10,562	48,335
Sales tax	-	932	2,000	47%	-	627
Security - Grand Arena	-	-	115,000	0%	-	-
Security - Facilities	5,499	22,674	59,000	38%	3,095	18,818
Shavings	2,033	2,881	4,000	72%	1,200	2,964
Supplies	5,970	18,564	52,000	36%	4,163	19,092
Equipment rental	-	9,290	33,000	28%	880	10,473
Total Expo expenses	<u>72,946</u>	<u>452,378</u>	<u>1,182,000</u>	38%	<u>79,090</u>	<u>451,205</u>
Operating net income before direct G & A and CRIA indirect expenses	<u>145,202</u>	<u>374,559</u>	<u>635,000</u>	59%	<u>132,227</u>	<u>334,672</u>
Direct general and administrative expenses						
Office supplies	197	2,880	18,000	16%	14,732	14,927
Travel and meetings	100	230	-	0%	100	100
Dues, subscriptions, books, etc.	1,055	4,597	17,000	27%	1,020	6,599
Equipment rental/lease	858	2,892	11,000	26%	879	3,730
Furniture/fixtures & equipment	-	-	5,000	0%	-	2,520
Telephone	1,956	6,527	19,000	34%	1,498	6,040
Postage	58	825	3,000	28%	41	469
Miscellaneous	1,838	10,167	39,000	26%	3,153	12,605
Professional services	31,358	125,929	354,000	36%	33,635	133,813
Repairs and equipment	-	-	4,000	0%	-	219
Vehicle expenses	1,138	10,838	30,000	36%	3,182	12,864
Insurance and bonds	1,134	4,537	14,000	32%	1,125	4,756
Supplies	6,020	18,019	42,000	43%	4,370	15,711
Contract labor/administrative wages	21,889	179,287	525,000	34%	25,200	162,568
Property maintenance	9,484	45,026	166,000	27%	9,424	39,176
Utilities	(10,006)	64,538	297,000	22%	22,873	116,455
Total direct general and administrative expenses	<u>67,079</u>	<u>476,292</u>	<u>1,544,000</u>	31%	<u>121,232</u>	<u>532,552</u>
EXCESS OF EXPENDITURES OVER REVENUES	<u>\$ 78,123</u>	<u>\$ (101,733)</u>	<u>\$ (909,000)</u>	11%	<u>\$ 10,995</u>	<u>\$ (197,880)</u>

CAPITAL PROJECTS FUND
 SCHEDULE OF REVENUES AND EXPENDITURES
 FOR THE MONTH AND YEAR TO DATE ENDED OCTOBER 31, 2025

REVENUES:	MONTH ENDED 10/31/2025	YEAR TO DATE 10/31/2025	ANNUAL BUDGET 2025-2026	% OF ANNUAL BUDGET
Other revenues	\$ 1,023	\$ 1,023	\$ 5,000	20%
GENERAL AND ADMINISTRATIVE EXPENDITURES:				
Salaries - board	3,949	15,797	47,000	34%
Payroll taxes	-	-	2,000	0%
Life insurance, state comp, and LTC	-	-	1,000	0%
Medicare/disability	57	229	1,000	23%
PARS - ARS	148	592	2,000	30%
Landscaping	67,278	-	950,000	0%
Legal	5,623	5,623	16,000	35%
Professional services	10,794	140,218	335,000	42%
Accounting	123	509	2,000	25%
Small equipment and supplies	(1)	291	2,000	15%
Vehicle expenses	834	1,844	10,000	18%
General engineering	14,847	81,653	200,000	41%
Printing/photography	-	-	1,000	0%
Security	51,990	168,728	679,000	25%
Property maintenance	6,093	36,417	400,000	9%
Furniture, equipment & fixtures	-	-	2,000	0%
Utilities	-	5,958	28,000	21%
Reclaimed water	-	-	22,000	0%
Other	-	-	15,000	0%
Total general and administrative expenditures	<u>161,735</u>	<u>457,859</u>	<u>2,715,000</u>	17%
EXCESS OF EXPENDITURES OVER REVENUES	<u>\$ (160,712)</u>	<u>\$ (456,836)</u>	<u>\$ (2,710,000)</u>	17%

CAPITAL IMPROVEMENT FUND
 SCHEDULE OF EXPENDITURES
FOR THE MONTH AND YEAR TO DATE ENDED OCTOBER 31, 2025

EXPENDITURES	MONTH ENDED 10/31/2025	YEAR TO DATE 10/31/2025	ANNUAL BUDGET 2025-2026	% OF ANNUAL BUDGET
Equestrian center capital improvements:				
Planning, survey and design	\$ 243,575	\$ 406,708	\$ 1,150,000	35%
Construction costs	852,076	2,142,060	7,700,000	28%
Small equipment & supplies	2,364	37,854	5,000	757%
Total expenditures	<u>1,098,015</u>	<u>2,586,622</u>	<u>8,855,000</u>	29%
 EXCESS OF EXPENDITURES OVER REVENUES	 <u>\$ 1,098,015</u>	 <u>\$ 2,586,622</u>	 <u>\$ 8,855,000</u>	 29%

ITEM NO. 7.2

Verbal Presentation