



Civic-Recreational-Industrial Authority

Regular Meeting Agenda
October 10, 2018
9:00 a.m.

Chairman Larry Hartmann
Vice Chairman John Karns
Board Member David Carmany
Board Member Sean Lee
Board Member Ronald Whittemore

Location: City Council Chamber, 15651 East Stafford Street, City of Industry, California

Addressing the Authority:

- ▶ **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 three-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 three-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.

Americans with Disabilities Act:

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

Agendas and other writings:

- ▶ In compliance with SB 343, staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 East Stafford Street, Suite 100, City of Industry, California, at the office of the City Clerk during regular business hours, Monday through Thursday 8:00 a.m. to 5:00 p.m., Friday 8:00 a.m. to 4:00 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.

-
1. Call to Order
 2. Flag Salute
 3. Roll Call
 4. Public Comments

5. **EXPO CENTER MATTERS**

5.1 Update on the Expo Center

RECOMMENDED ACTION: Receive and file.

5.2 Consideration of the Register of Demands submitted by the Industry Hills Expo Center for September 2018

RECOMMENDED ACTION: Receive and file.

6. **BOARD MATTERS**

6.1 Consideration of the Register of Demands submitted by the Finance Department for October 10, 2018

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

6.2 Consideration of the minutes of the January 10, 2018 regular meeting, February 7, 2018 regular meeting, February 16, 2018 special meeting, March 7, 2018 regular meeting, April 11, 2018 regular meeting, May 9, 2018 regular meeting, August 15, 2018 special meeting and September 12, 2018 regular meeting

RECOMMENDED ACTION: Approve as submitted.

6.3 Consideration of a Maintenance Services Agreement with SureTeck Industrial and Commercial Services, Inc., for on-call maintenance services in an amount not-to-exceed \$100,000.00 from May 24, 2018 to May 24, 2019

RECOMMENDED ACTION: Approve the Agreement.

7. Adjournment. Next regular meeting: Wednesday, November 7, 2018, at 9:00 a.m.

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 5.1

Additional back-up will be provided prior to the Meeting

Aug 2018

Printed Newsletters:

5,071

Cell Phone Texting:

<https://www.eztexting.com>

4,987

****Electronic Emails:**

<https://www.ymlp.com>

4,537

Twitter - Expo:

<https://twitter.com/expoindustry>

1,117

Twitter - Racing:

<https://twitter.com/industry-racing>

1,791

Facebook - Expo:

2,479

<https://facebook.com/industryexpoctr>

Facebook - Racing:

<https://facebook.com/IndustryRacing>

5,212

Instagram IHEC:

<https://www.instagram.com/industryexpoctr/>

4,714

Instagram Speedway at the Grand:

<https://www.instagram.com/speedwayatthegrand/>

2,140

BANQUET NON-AVAILABILITY SHEET - AUGUST

Date Called	Client Name	Date Requested	Pavilion	Avalon Room	Guests	Type of Event	How they heard	Contact
08/01/18	Linda	Sat, December 2018	1	1	500	Holiday Party	Website	E-Mail
08/01/18	Thalia Amar	October 21, 2018		1	100	Baby Shower	Referral	Phone
08/02/18	Makena Gleen	July 6, 2018	TB	TS	175	Wedding Reception	Website	E-Mail
08/02/18	Alicia Gonzalez	Septembet 22, 2018		1	150	Baby Shower	Referral	Phone
08/03/18	Patricia	April 27, 2019		1	130	Quinceanera	Attended	Phone
08/03/18	Richard Perez	2019, June	TB	TS	200	Wedding Reception	Referral	Phone
08/03/18	Elizabeth Ortiz	February 9, 2019	1		250	Quinceanera	Referral	Phone
08/03/18	Liza	October 27, 2018	1		350	Wedding Reception	Attended	Phone
08/03/18	Julie Reyes	January 12, 2019	1		250	Quinceanera	Attended	Phone
08/03/18	Cynthia Villalvazo	2018, October	1		350	Wedding Reception	Referral	Phone
08/06/18	Gloria	March 16, 2019	1		350	Wedding Reception	Attended	Phone
08/06/18	Raymond	Septembet 28, 2019	1		500	Wedding Reception	Referral	Phone
08/06/18	George Munoz	November 3, 2018		1	120	Quinceanera	Attended	Phone
08/08/18	Justine Martin	May 18, 2019	1		200	Wedding Reception	Referral	Phone
08/10/18	Maria	December 8, 2018		1	90	Holiday Party	Attended	Phone
08/10/18	Rebecca	December 29, 2018		1	120	Birthday Party	Referral	Phone
08/10/18	Christian Solis	November 24, 2018	1		200	Quinceanera	Attended	Phone
08/10/18	Samantha Caster	December 1, 2018		1	100	Private Party	Website	E-Mail
08/13/18	Yesenia	March 30, 2019	1		300	Quinceanera	Referral	Phone
08/17/18	Vinny	November 10, 2018		1	100	Birthday Party	Referral	Phone
08/17/18	Alma Vega	March 23, 2019		1	150	Sweet Sixteen	Attended	Phone
08/21/18	George Vargas	June 1, 2019	1		350	Wedding Reception	Website	E-Mail
08/22/18	Frances Bravo	April 20, 2019		1	100	Wedding Ceremony & Recp	Website	E-Mail
08/23/18	Lupe Nava	February 16, 2019		1	100	Private Party	Website	E-Mail

08/27/18	Carla	November 17, 2018		1	130	Birthday Party	Referral	Phone
08/27/18	Flora Uisar	December 1, 2018	1		200	Wedding Reception	Attended	Phone
			14	15				

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 5.2

HANDOUT ITEM
(To be Distributed Prior to Meeting)

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 6.1

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
AUTHORIZATION FOR PAYMENT OF BILLS
Board Meeting October 10, 2018

<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
360	INDUSTRY HILLS EXPO OPERATING ACCOUNT	259,500.28

<u>BANK</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
WFCK	WELLS FARGO CHECKING	259,500.28

APPROVED PER ACTING CITY MANAGER

Civic-Recreational-Industrial Authority
Board Meeting
October 10, 2018

Check	Date		Payee Name	Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking				
10802	09/12/2018		INDUSTRY PUBLIC UTILITIES	\$141.01
	Invoice	Date	Description	Amount
	2019-00000236	08/21/2018	06/18-08/21/18 SVC - EXPO CENTER BUNKHOUSE	\$141.01
10803	09/19/2018		SOCALGAS	\$72.17
	Invoice	Date	Description	Amount
	2019-00000356	09/04/2018	08/01-08/31/18 SVC -16200 TEMPLE AVE APT 100-EXPO	\$18.33
	2019-00000357	09/04/2018	08/01-08/31/18 SVC - 16200 TEMPLE AVE APT 202-BUNK	\$53.84
10804	10/10/2018		CITY OF INDUSTRY-REFUSE	\$450.00
	Invoice	Date	Description	Amount
	3334175	09/01/2018	IH RODEO STORAGE BOXES	\$450.00
10805	10/10/2018		CRIA-EQUESTRIAN CENTER	\$199,000.00
	Invoice	Date	Description	Amount
	AUG-18	09/27/2018	REIMBURSEMENT FOR AUGUST 2018 OPERATING COE	\$199,000.00
10806	10/10/2018		CRIA-PAYROLL ACCOUNT	\$2,000.00
	Invoice	Date	Description	Amount
	SEP-18	09/17/2018	REIMBURSE PAYROLL - SEPTEMBER 2018	\$2,000.00
10807	10/10/2018		ELEVATE PUBLIC AFFAIRS, LLC	\$5,000.00
	Invoice	Date	Description	Amount
	1265	05/16/2018	PROFESSIONAL SVC - APRIL 2018	\$5,000.00
10808	10/10/2018		FRAZER, LLP	\$5,980.00
	Invoice	Date	Description	Amount

Civic-Recreational-Industrial Authority
Board Meeting
October 10, 2018

Check	Date		Payee Name	Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking				
	156695	08/31/2018	PROFESSIONAL SVC - JULY & AUGUST 2018	\$5,980.00
10809	10/10/2018		GREG'S REFRIGERATION	\$3,977.97
	Invoice	Date	Description	Amount
	21678	08/06/2018	REPAIR AIR HANDLER FZR - AVALON ROOM	\$1,577.97
	21909	08/13/2018	NEW COMPRESSOR - BEHIND PAVILLION	\$2,400.00
10810	10/10/2018		SATSUMA LANDSCAPE & MAINT.	\$41,105.38
	Invoice	Date	Description	Amount
	0818EC	08/30/2018	AUGUST 2018 LANDSCAPE MAINTENANCE	\$16,900.79
	0918EC	09/27/2018	SEPTEMBER 2018 LANDSCAPE MAINTENANCE	\$24,204.59
10811	10/10/2018		VORTEX INDUSTRIES, INC.	\$1,773.75
	Invoice	Date	Description	Amount
	04-1265664	08/31/2018	NEW BATTERIES & LIMIT SWITCH - WEST GATE	\$1,274.25
	04-1275307	09/06/2018	GATE SVC - EXPO CENTER SLIDING GATE	\$103.50
	04-1280377	09/21/2018	GATE SVC - EXPO CENTER	\$396.00

Checks	Status	Count	Transaction Amount
	Total	10	\$259,500.28

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 6.2

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JANUARY 10, 2018
PAGE 1

The Regular Meeting of the Civic-Recreational-Industrial Authority of the City of Industry, California, was called to order by Chairman Howard Lim at 9:00 a.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

FLAG SALUTE

The flag salute was led by Chairman Howard Lim.

ROLL CALL

PRESENT: Howard Lim, Chairman
Larry Hartmann, Board Member
John Karns, Board Member
Danny Molina, Board Member

ABSENT: David Carmany, Board Member

STAFF PRESENT: James M. Casso, General Counsel; L. Thompson, Administrative Technician I; and Jeff Cowen, Expo Center Manager.

PUBLIC COMMENTS

There were no public comments.

STATUS REPORT ON EXPO CENTER

Expo Center Manager Cowen informed the Board Members of the activities occurring at the Expo Center.

MOTION BY BOARD MEMBER HARTMANN, AND SECOND BY BOARD MEMBER MOLINA, TO RECEIVE AND FILE THE REPORT. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	HARTMANN, KARNS, MOLINA, LIM
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	CARMANY
ABSTAIN:	BOARD MEMBERS:	NONE

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JANUARY 10, 2018
PAGE 2

**CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED BY THE
INDUSTRY HILLS EXPO CENTER FOR DECEMBER 2017**

MOTION BY BOARD MEMBER MOLINA, AND SECOND BY BOARD MEMBER KARNS, TO RECEIVE AND FILE THE REGISTER OF DEMANDS SUBMITTED BY THE INDUSTRY HILLS EXPO CENTER. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES: BOARD MEMBERS: HARTMANN, KARNS, MOLINA, LIM
NOES: BOARD MEMBERS: NONE
ABSENT: BOARD MEMBERS: CARMANY
ABSTAIN: BOARD MEMBERS: NONE

**CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED BY THE
FINANCE DEPARTMENT FOR JANUARY 10, 2018**

Correction to the agenda; listed as January 10, 2017, which was intended to be January 10, 2018.

MOTION BY BOARD MEMBER HARTMANN, AND SECOND BY BOARD MEMBER KARNS, TO APPROVE THE REGISTER OF DEMANDS AND AUTHORIZE THE APPROPRIATE PERSONNEL TO PAY THE BILLS. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES: BOARD MEMBERS: HARTMANN, KARNS, MOLINA, LIM
NOES: BOARD MEMBERS: NONE
ABSENT: BOARD MEMBERS: CARMANY
ABSTAIN: BOARD MEMBERS: NONE

**PRESENTATION AND DISCUSSION REGARDING THE CIVIC-RECREATIONAL-
INDUSTRIAL AUTHORITY'S FINANCIAL REPORTS FOR NOVEMBER 30, 2017**

MOTION BY BOARD MEMBER HARTMANN, AND SECOND BY BOARD MEMBER MOLINA, TO RECEIVE AND FILE THE REPORT. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES: BOARD MEMBERS: HARTMANN, KARNS, MOLINA, LIM
NOES: BOARD MEMBERS: NONE
ABSENT: BOARD MEMBERS: CARMANY

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JANUARY 10, 2018
PAGE 3

ABSTAIN: BOARD MEMBERS: NONE

ADJOURNMENT

There being no further business, the Civic-Recreational-Industrial Authority adjourned at 9:08 a.m.

Howard Lim, Chairman

Diane M. Schlichting
Assistant Secretary

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
FEBRUARY 7, 2018
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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 Howard Lim at 9:00 a.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

FLAG SALUTE

The flag salute was led by Chairman Howard Lim.

ROLL CALL

PRESENT: Howard Lim, Chairman
Larry Hartmann, Board Member
David Carmany, Board Member
John Karns, Board Member
Danny Molina, Board Member

STAFF PRESENT: James M. Casso, General Counsel; Diane M. Schlichting, Assistant Secretary; Cory C. Moss, Expo Facility Co-Manager; and Jeff Cowen, Expo Facility Director.

PUBLIC COMMENTS

There were no public comments.

STATUS REPORT ON EXPO CENTER

Expo Center Co-Manager Moss informed the Board Members of the activities occurring at the Expo Center.

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

AYES:	BOARD MEMBERS:	CARMANY, HARTMANN, KARNs, MOLINA, LIM
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	NONE
ABSTAIN:	BOARD MEMBERS:	NONE

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
FEBRUARY 7, 2018
PAGE 2

**CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED BY THE
INDUSTRY HILLS EXPO CENTER FOR JANUARY 2018**

MOTION BY BOARD MEMBER CARMANY, AND SECOND BY BOARD MEMBER HARTMANN, TO RECEIVE AND FILE THE REGISTER OF DEMANDS SUBMITTED BY THE INDUSTRY HILLS EXPO CENTER. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES: BOARD MEMBERS: CARMANY, HARTMANN, KARNS, MOLINA,
LIM
NOES: BOARD MEMBERS: NONE
ABSENT: BOARD MEMBERS: NONE
ABSTAIN: BOARD MEMBERS: NONE

**CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED BY THE
FINANCE DEPARTMENT FOR FEBRUARY 7, 2018**

MOTION BY BOARD MEMBER CARMANY, AND SECOND BY BOARD MEMBER HARTMANN, TO APPROVE THE REGISTER OF DEMANDS AND AUTHORIZE THE APPROPRIATE PERSONNEL TO PAY THE BILLS. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES: BOARD MEMBERS: CARMANY, HARTMANN, KARNS, MOLINA,
LIM
NOES: BOARD MEMBERS: NONE
ABSENT: BOARD MEMBERS: NONE
ABSTAIN: BOARD MEMBERS: NONE

**PRESENTATION AND DISCUSSION REGARDING THE CIVIC-RECREATIONAL-
INDUSTRIAL AUTHORITY'S FINANCIAL REPORTS FOR DECEMBER 31, 2017**

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

AYES: BOARD MEMBERS: CARMANY, HARTMANN, KARNS, MOLINA,
LIM
NOES: BOARD MEMBERS: NONE

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
FEBRUARY 7, 2018
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ABSENT: BOARD MEMBERS: NONE
ABSTAIN: BOARD MEMBERS: NONE

CONSIDERATION OF A SECOND AMENDMENT TO AGREEMENT FOR EXPO CENTER MANAGEMENT BETWEEN THE CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY AND CNC EQUESTRIAN MANAGEMENT SERVICES, INC.

City Engineer Calvillo was available to answer questions from the Board. Discussion was held.

MOTION BY BOARD MEMBER CARMANY, AND SECOND BY BOARD MEMBER HARTMANN, TO APPROVE THE AMENDMENT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES: BOARD MEMBERS: CARMANY, HARTMANN, KARNs, MOLINA, LIM
NOES: BOARD MEMBERS: NONE
ABSENT: BOARD MEMBERS: NONE
ABSTAIN: BOARD MEMBERS: NONE

PRESENTATION, DISCUSSION, AND DIRECTION REGARDING THE REPORT FROM BONHAM/WILLS & ASSOCIATES REGARDING THE INDUSTRY HILLS EXPO CENTER NAMING RIGHTS ANALYSIS

Tom Wills from Bonham/Wills & Associates spoke about his presentation and offered to answer any questions. Discussion ensued between Tom Wills, Chairman Lim and the Board Members. Direction was given by General Council Casso, suggesting to bring this item back at the next scheduled meeting.

MOTION BY BOARD MEMBER HARTMANN, AND SECOND BY BOARD MEMBER KARNs, TO CONTINUE DISCUSSION AT THE NEXT SCHEDULED MEETING. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES: BOARD MEMBERS: CARMANY, HARTMANN, KARNs, MOLINA, LIM
NOES: BOARD MEMBERS: NONE
ABSENT: BOARD MEMBERS: NONE
ABSTAIN: BOARD MEMBERS: NONE

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
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ADJOURNMENT

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

Howard Lim, Chairman

Diane M. Schlichting
Assistant Secretary

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
FEBRUARY 16, 2018
PAGE 1

The Special Meeting of the Civic-Recreational-Industrial Authority of the City of Industry, California, was called to order by Chairman Howard Lim at 3:02 p.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

FLAG SALUTE

The flag salute was led by Chairman Howard Lim.

ROLL CALL

PRESENT: Howard Lim, Chairman
Larry Hartmann, Board Member
David Carmany, Board Member
Danny Molina, Board Member

ABSENT: John Karns, Board Member

STAFF PRESENT: Paul J. Phillips, Executive Director; James M. Casso, General Counsel; Diane M. Schlichting, Secretary; Cory C. Moss, Expo Facility Co-Manager; and Jeff Cowen, Expo Facility Director.

MOTION BY BOARD MEMBER HARTMANN, AND SECOND BY BOARD MEMBER MOLINA, TO GRANT BOARD MEMBER KARNs AN EXCUSED ABSENCE. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	CARMANY, HARTMANN, MOLINA, LIM
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	KARNs
ABSTAIN:	BOARD MEMBERS:	NONE

PUBLIC COMMENTS

There were no public comments.

DISCUSSION AND DIRECTION REGARDING THE REPORT FROM BONHAM/WILLS & ASSOCIATES REGARDING THE INDUSTRY HILLS EXPO CENTER NAMING RIGHTS ANALYSIS

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
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Tom Wills from Bonham/Wills & Associates provided a presentation on the Naming Rights Analysis Report and responded to the Board Members questions.

MOTION BY BOARD MEMBER CARMANY, AND SECOND BY BOARD MEMBER HARTMANN, TO DIRECT STAFF TO PREPARE A PROFESSIONAL SERVICES AGREEMENT WITH BONHAM/WILLS AND ASSOCIATES, AND RETURN TO THE BOARD FOR APPROVAL. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	CARMANY, HARTMANN, MOLINA, LIM
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	KARNS
ABSTAIN:	BOARD MEMBERS:	NONE

ADJOURNMENT

There being no further business, the Civic-Recreational-Industrial Authority adjourned at 3:24 p.m.

Howard Lim, Chairman

Diane M. Schlichting
Secretary

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
MARCH 7, 2018
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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 Howard Lim at 9:00 a.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

FLAG SALUTE

The flag salute was led by Chairman Howard Lim.

ROLL CALL

PRESENT: Howard Lim, Chairman
Larry Hartmann, Board Member
David Carmany, Board Member
John Karns, Board Member
Danny Molina, Board Member

STAFF PRESENT: James M. Casso, General Counsel; Diane M. Schlichting, Secretary; Cory C. Moss, Expo Facility Co-Manager; and Jeff Cowen, Expo Facility Director.

PUBLIC COMMENTS

There were no public comments.

STATUS REPORT ON EXPO CENTER

Expo Center Co-Manager Moss informed the Board Members of the activities occurring at the Expo Center.

MOTION BY BOARD MEMBER CARMANY, AND SECOND BY BOARD MEMBER HARTMANN, TO RECEIVE AND FILE. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	CARMANY, HARTMANN, KARNs, MOLINA, LIM
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	NONE
ABSTAIN:	BOARD MEMBERS:	NONE

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
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**CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED BY THE
INDUSTRY HILLS EXPO CENTER FOR FEBRUARY 2018**

MOTION BY BOARD MEMBER HARTMANN, AND SECOND BY BOARD MEMBER
MOLINA, TO RECEIVE AND FILE. MOTION CARRIED 5-0, BY THE FOLLOWING
VOTE:

AYES:	BOARD MEMBERS:	CARMANY, HARTMANN, KARNS, MOLINA, LIM
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	NONE
ABSTAIN:	BOARD MEMBERS:	NONE

**CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED BY THE
FINANCE DEPARTMENT FOR MARCH 7, 2018**

MOTION BY BOARD MEMBER CARMANY, AND SECOND BY BOARD MEMBER
HARTMANN, TO APPROVE THE REGISTER OF DEMANDS AND AUTHORIZE THE
APPROPRIATE PERSONNEL TO PAY THE BILLS. MOTION CARRIED 5-0, BY THE
FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	CARMANY, HARTMANN, KARNS, MOLINA, LIM
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	NONE
ABSTAIN:	BOARD MEMBERS:	NONE

**PRESENTATION AND DISCUSSION REGARDING THE CIVIC-RECREATIONAL-
INDUSTRIAL AUTHORITY'S FINANCIAL REPORTS FOR JANUARY 31, 2018**

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

AYES:	BOARD MEMBERS:	CARMANY, HARTMANN, KARNS, MOLINA, LIM
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	NONE
ABSTAIN:	BOARD MEMBERS:	NONE

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
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**CONSIDERATION OF THE MINUTES OF THE APRIL 12, 2018 REGULAR MEETING
AND MAY 24, 2017 SPECIAL MEETING**

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

AYES: BOARD MEMBERS: CARMANY, HARTMANN, KARNS, MOLINA,
LIM
NOES: BOARD MEMBERS: NONE
ABSENT: BOARD MEMBERS: NONE
ABSTAIN: BOARD MEMBERS: NONE

**CONSIDERATION OF RESOLUTION NO. CRIA 2018-01 – A RESOLUTION OF THE
CIVIC-RECREATIONAL-INDUSTRY AUTHORITY OF THE CITY INDUSTRY,
CALIFORNIA, AMENDING SECTION 3.05, LEGAL COUNSEL OF ARTICLE III,
OFFICERS AND EMPLOYEES, OF THE CITY OF INDUSTRY PROPERTY AND
HOUSING MANAGEMENT AUTHORITY JOINT EXERCISE OF POWERS
AGREEMENT**

General Counsel Casso made comments and answered questions.

MOTION BY BOARD MEMBER HARTMANN, AND SECOND BY BOARD MEMBER MOLINA TO ADOPT RESOLUTION NO. CRIA 2018-01. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES: BOARD MEMBERS: CARMANY, HARTMANN, KARNS, MOLINA,
LIM
NOES: BOARD MEMBERS: NONE
ABSENT: BOARD MEMBERS: NONE
ABSTAIN: BOARD MEMBERS: NONE

**PRESENTATION, DISCUSSION, AND DIRECTION REGARDING THE
CONCEPTUAL DESIGN FOR THE AVALON ROOM AT INDUSTRY HILLS EXPO
CENTER**

Portfolio Manager, Sonia Babian from CIP Engineering gave a presentation and answered questions.

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
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MOTION BY BOARD MEMBER CARMANY, AND SECOND BY BOARD MEMBER MOLINA TO APPROVE THE CONCEPTUAL DESIGN. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES: BOARD MEMBERS: CARMANY, HARTMANN, KARNS, MOLINA,
LIM
NOES: BOARD MEMBERS: NONE
ABSENT: BOARD MEMBERS: NONE
ABSTAIN: BOARD MEMBERS: NONE

**PRESENTATION, DISCUSSION, AND DIRECTION REGARDING THE
CONCEPTUAL DESIGN FOR THE PATIO CAFE AT INDUSTRY HILLS EXPO
CENTER**

Portfolio Manager, Sonia Babian from CIP Engineering gave a presentation and answered questions.

MOTION BY BOARD MEMBER CARMANY, AND SECOND BY BOARD MEMBER KARNS TO APPROVE THE CONCEPTUAL DESIGN. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES: BOARD MEMBERS: CARMANY, HARTMANN, KARNS, MOLINA,
LIM
NOES: BOARD MEMBERS: NONE
ABSENT: BOARD MEMBERS: NONE
ABSTAIN: BOARD MEMBERS: NONE

**CONSIDERATION AUTHORIZATION TO ADVERTISE FOR SOLICITATION OF
PUBLIC BIDS FOR AGREEMENT NO. DS-18-040-B, INDUSTRY HILLS GRAND
ARENA PAINTING, FOR AN ESTIMATED COST OF \$1,100,000.00**

MOTION BY BOARD MEMBER KARNS, AND SECOND BY BOARD MEMBER HARTMANN TO RECOMMEND THAT THE CITY COUNCIL APPROVE THE PLANS AND SPECIFICATIONS, AND FOR THE CITY TO ADVERTISE FOR RECEIPT OF SEALED BIDS. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
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MARCH 7, 2018
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AYES:	BOARD MEMBERS:	CARMANY, HARTMANN, KARNS, MOLINA, LIM
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	NONE
ABSTAIN:	BOARD MEMBERS:	NONE

Larry Hartmann gave the Chairman and Board Members an update on his health condition and progress while going to the City of Hope. Within three months a better understanding will be known and he conveyed that he was feeling good.

ADJOURNMENT

There being no further business, the Civic-Recreational-Industrial Authority adjourned at 9:44 a.m.

Howard Lim, Chairman

Diane M. Schlichting
Secretary

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
APRIL 11, 2018
PAGE 1

The Regular Meeting of the Civic-Recreational-Industrial Authority of the City of Industry, California, was called to order by Chairman Howard Lim at 9:00 a.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

FLAG SALUTE

The flag salute was led by Chairman Howard Lim.

ROLL CALL

PRESENT: Howard Lim, Chairman
Larry Hartmann, Board Member
David Carmany, Board Member
John Karns, Board Member
Danny Molina, Board Member

STAFF PRESENT: James M. Casso, General Counsel; Diane M. Schlichting, Secretary; Cory C. Moss, Expo Facility Co-Manager; Jeff Cowen, Expo Facility Director; and Troy Helling, Acting Director of Development Services & Administration.

PUBLIC COMMENTS

There were no public comments.

STATUS REPORT ON EXPO CENTER

Expo Center Co-Manager Moss informed the Board Members of the activities occurring at the Expo Center.

MOTION BY BOARD MEMBER CARMANY, AND SECOND BY BOARD MEMBER HARTMANN, TO RECEIVE AND FILE. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	CARMANY, HARTMANN, KARNs, MOLINA, LIM
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	NONE
ABSTAIN:	BOARD MEMBERS:	NONE

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
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PAGE 2

**CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED BY THE
INDUSTRY HILLS EXPO CENTER FOR MARCH 2018**

MOTION BY BOARD MEMBER HARTMANN, AND SECOND BY BOARD MEMBER
MOLINA, TO RECEIVE AND FILE. MOTION CARRIED 5-0, BY THE FOLLOWING
VOTE:

AYES: BOARD MEMBERS: CARMANY, HARTMANN, KARNS, MOLINA,
LIM
NOES: BOARD MEMBERS: NONE
ABSENT: BOARD MEMBERS: NONE
ABSTAIN: BOARD MEMBERS: NONE

**CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED BY THE
FINANCE DEPARTMENT FOR APRIL 11, 2018**

MOTION BY BOARD MEMBER HARTMANN, AND SECOND BY BOARD MEMBER
CARMANY, TO APPROVE THE REGISTER OF DEMANDS AND AUTHORIZE THE
APPROPRIATE PERSONNEL TO PAY THE BILLS. MOTION CARRIED 5-0, BY THE
FOLLOWING VOTE:

AYES: BOARD MEMBERS: CARMANY, HARTMANN, KARNS, MOLINA,
LIM
NOES: BOARD MEMBERS: NONE
ABSENT: BOARD MEMBERS: NONE
ABSTAIN: BOARD MEMBERS: NONE

**PRESENTATION AND DISCUSSION REGARDING THE CIVIC-RECREATIONAL-
INDUSTRIAL AUTHORITY'S FINANCIAL REPORTS FOR FEBRUARY 28, 2018**

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

AYES: BOARD MEMBERS: CARMANY, HARTMANN, KARNS, MOLINA,
LIM
NOES: BOARD MEMBERS: NONE
ABSENT: BOARD MEMBERS: NONE
ABSTAIN: BOARD MEMBERS: NONE

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
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CITY OF INDUSTRY, CALIFORNIA
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ADJOURNMENT

There being no further business, the Civic-Recreational-Industrial Authority adjourned at 9:07 a.m.

Howard Lim, Chairman

Diane M. Schlichting
Secretary

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
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CITY OF INDUSTRY, CALIFORNIA
MAY 9, 2018
PAGE 1

The Regular Meeting of the Civic-Recreational-Industrial Authority of the City of Industry, California, was called to order by Chairman Howard Lim at 9:00 a.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

FLAG SALUTE

The flag salute was led by Chairman Howard Lim.

ROLL CALL

PRESENT: Howard Lim, Chairman
Larry Hartmann, Board Member
David Carmany, Board Member
John Karns, Board Member
Danny Molina, Board Member

STAFF PRESENT: James M. Casso, General Counsel; Lynn Thompson, Administrative Technician I; Cory C. Moss, Expo Facility Co-Manager; Jeff Cowen, Expo Facility Director; and Troy Helling, Acting City Manager.

PUBLIC COMMENTS

There were no public comments.

STATUS REPORT ON EXPO CENTER

Expo Center Co-Manager Moss informed the Board Members of the activities occurring at the Expo Center.

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

AYES:	BOARD MEMBERS:	CARMANY, HARTMANN, KARNs, MOLINA, LIM
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	NONE
ABSTAIN:	BOARD MEMBERS:	NONE

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
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PAGE 2

**CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED BY THE
INDUSTRY HILLS EXPO CENTER FOR APRIL 2018**

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

AYES:	BOARD MEMBERS:	CARMANY, HARTMANN, KARNS, MOLINA, LIM
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	NONE
ABSTAIN:	BOARD MEMBERS:	NONE

**CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED BY THE
FINANCE DEPARTMENT FOR MAY 9, 2018**

MOTION BY BOARD MEMBER HARTMANN, AND SECOND BY BOARD MEMBER MOLINA, TO APPROVE THE REGISTER OF DEMANDS AND AUTHORIZE THE APPROPRIATE PERSONNEL TO PAY THE BILLS. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	CARMANY, HARTMANN, KARNS, MOLINA, LIM
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	NONE
ABSTAIN:	BOARD MEMBERS:	NONE

**CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH COATING
SPECIALISTS AND INSPECTIONS SERVICES, INC., FOR PAINT INSPECTION
SERVICES FOR THE INDUSTRY HILLS GRAND ARENA IN AN AMOUNT NOT-TO-
EXCEED \$86,000.00**

City Engineer Nelson provided information and answered Board Member Hartmann's question about the cost. He then introduced Todd from CSI Services who spoke to the Board and answered additional questions.

Board Member Carmany then mentioned the noise coming from the Grand Arena facility and had heard that neighbors were complaining and was concerned about keeping up

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
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PAGE 3

good neighbor relations. Suggested bringing this topic up at a future meeting to discuss operating hours, volume of noise, etc.

MOTION BY BOARD MEMBER CARMANY, AND SECOND BY BOARD MEMBER HARTMANN TO APPROVE THE AGREEMENT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	CARMANY, HARTMANN, KARNS, MOLINA, LIM
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	NONE
ABSTAIN:	BOARD MEMBERS:	NONE

ADJOURNMENT

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

Howard Lim, Chairman

Diane M. Schlichting
Secretary

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
SPECIAL MEETING MINUTES
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AUGUST 15, 2018
PAGE 1

The Special Meeting of the Civic-Recreational-Industrial Authority of the City of Industry, California, was called to order by Acting Chairman Larry Hartmann at 9:00 a.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

Before the flag salute and roll call, Acting Chairman Hartmann mentioned the two new Board Members joining the CRIA Board, Sean Lee and Ronald Whittemore, and welcoming Julie Gutierrez-Robles as the new Deputy City Clerk.

FLAG SALUTE

The flag salute was led by Acting Chairman Larry Hartmann.

ROLL CALL

PRESENT: Larry Hartmann, Acting Chairman
John Karns, Board Member
Sean Lee, Board Member
Ronald Whittemore, Board Member

ABSENT: David Carmany, Board Member

STAFF PRESENT: Troy Helling, Acting City Manager; Bing Hyun, Assistant City Manager; Julie Gutierrez-Robles, Assistant Secretary; James M. Casso, General Counsel; Cory C. Moss, Expo Facility Co-Manager; Clem Calvillo, Deputy Agency/City Engineer; and Lynn Thompson, Administrative Technician I.

PUBLIC COMMENTS

Acting Chairman Hartmann asked for a moment of silence for the passing of Rubin Cardenas who worked at the Expo Center for over 20 years. He was 65 years old. Cory Moss then mentioned the funeral service date and times.

STATUS REPORT ON EXPO CENTER

Expo Center Co-Manager Moss informed the Board Members of the activities occurring at the Expo Center.

CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED BY THE INDUSTRY HILLS EXPO CENTER FOR JULY 2018

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
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AUGUST 15, 2018
PAGE 2

MOTION BY BOARD MEMBER KARNS, AND SECOND BY BOARD MEMBER WHITTEMORE, TO RECEIVE AND FILE THE REGISTER OF DEMANDS SUBMITTED BY THE INDUSTRY HILLS EXPO CENTER. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	KARNS, LEE, WHITTEMORE, HARTMANN
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	CARMANY
ABSTAIN:	BOARD MEMBERS:	NONE

CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED BY THE FINANCE DEPARTMENT FOR AUGUST 8, 2018

MOTION BY BOARD MEMBER KARNS, AND SECOND BY BOARD MEMBER WHITTEMORE, TO APPROVE THE REGISTER OF DEMANDS AND AUTHORIZE THE APPROPRIATE PERSONNEL TO PAY THE BILLS. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	KARNS, LEE, WHITTEMORE, HARTMANN
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	CARMANY
ABSTAIN:	BOARD MEMBERS:	NONE

Before adjourning, Acting City Manager Helling provided an update from the last City Council Meeting, giving direction to himself and General Counsel to add two new board members to the Housing Board (IPHMA). Coming back, both the CRIA Board and City Council will add one additional appointment to the Housing Board.

Legal Counsel Casso indicated that it is required for CRIA to consider an amendment to the bylaws of the Housing Board to increase the size, and both bodies would have to provide a set direction and consideration for that expansion.

ADJOURNMENT

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

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Larry Hartmann, Acting Chairman

Julie Gutierrez-Robles
Assistant Secretary

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
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PAGE 1

The Regular Meeting of the Civic-Recreational-Industrial Authority of the City of Industry, California, was called to order by Board Member Larry Hartmann at 9:00 a.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

FLAG SALUTE

The flag salute was led by Board Member Larry Hartmann.

ROLL CALL

PRESENT: Larry Hartmann, Board Member
David Carmany, Board Member
John Karns, Board Member
Sean Lee, Board Member
Ronald Whittemore, Board Member

STAFF PRESENT: Troy Helling, Acting City Manager; Bing Hyun, Assistant City Manager; Julie Gutierrez-Robles, Assistant Secretary; James M. Casso, General Counsel; Cory C. Moss, Expo Facility Co-Manager; Clem Calvillo, Deputy Agency/City Engineer; and Lynn Thompson, Administrative Technician I.

PUBLIC COMMENTS

There were no public comments.

STATUS REPORT ON EXPO CENTER

Expo Center Co-Manager Moss informed the Board Members of the activities occurring at the Expo Center.

CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED BY THE INDUSTRY HILLS EXPO CENTER FOR AUGUST 2018

MOTION BY BOARD MEMBER CARMANY, AND SECOND BY BOARD MEMBER KARNs, TO RECEIVE AND FILE THE REGISTER OF DEMANDS SUBMITTED BY THE INDUSTRY HILLS EXPO CENTER. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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SEPTEMBER 12, 2018
PAGE 2

AYES: BOARD MEMBERS: CARMANY, KARNS, LEE, WHITTEMORE,
HARTMANN
NOES: BOARD MEMBERS: NONE
ABSENT: BOARD MEMBERS: NONE
ABSTAIN: BOARD MEMBERS: NONE

**CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED BY THE
FINANCE DEPARTMENT FOR SEPTEMBER 13, 2018**

MOTION BY BOARD MEMBER WHITTEMORE, AND SECOND BY BOARD MEMBER
KARNS, TO APPROVE THE REGISTER OF DEMANDS AND AUTHORIZE THE
APPROPRIATE PERSONNEL TO PAY THE BILLS. MOTION CARRIED 5-0, BY THE
FOLLOWING VOTE:

AYES: BOARD MEMBERS: CARMANY, KARNS, LEE, WHITTEMORE,
HARTMANN
NOES: BOARD MEMBERS: NONE
ABSENT: BOARD MEMBERS: NONE
ABSTAIN: BOARD MEMBERS: NONE

**PRESENTATION AND DISCUSSION REGARDING THE CIVIC-RECREATIONAL-
INDUSTRIAL AUTHORITY'S FINANCIAL REPORT FOR JUNE 30, 2018**

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

AYES: BOARD MEMBERS: CARMANY, KARNS, LEE, WHITTEMORE,
HARTMANN
NOES: BOARD MEMBERS: NONE
ABSENT: BOARD MEMBERS: NONE
ABSTAIN: BOARD MEMBERS: NONE

**PRESENTATION AND DISCUSSION REGARDING THE CIVIC-RECREATIONAL-
INDUSTRIAL AUTHORITY'S FINANCIAL REPORT FOR JULY 31, 2018**

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

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AYES: BOARD MEMBERS: CARMANY, KARNS, LEE, WHITTEMORE,
HARTMANN
NOES: BOARD MEMBERS: NONE
ABSENT: BOARD MEMBERS: NONE
ABSTAIN: BOARD MEMBERS: NONE

**CONSIDERATION OF THE APPOINTMENT OF THE CHAIRMAN AND VICE
CHAIRMAN OF CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY**

MOTION BY BOARD MEMBER CARMANY, AND SECOND BY BOARD MEMBER
KARNS TO APPOINT LARRY HARTMANN AS CHAIRMAN. MOTION CARRIED 5-0,
BY THE FOLLOWING VOTE:

AYES: BOARD MEMBERS: CARMANY, KARNS, LEE, WHITTEMORE,
HARTMANN
NOES: BOARD MEMBERS: NONE
ABSENT: BOARD MEMBERS: NONE
ABSTAIN: BOARD MEMBERS: NONE

MOTION BY BOARD MEMBER CARMANY, AND SECOND BY BOARD MEMBER
WHITTEMORE TO APPOINT JOHN KARNS AS VICE CHAIRMAN. MOTION
CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES: BOARD MEMBERS: CARMANY, KARNS, LEE, WHITTEMORE,
HARTMANN
NOES: BOARD MEMBERS: NONE
ABSENT: BOARD MEMBERS: NONE
ABSTAIN: BOARD MEMBERS: NONE

**CONSIDERATION OF RESOLUTION NO. CRIA 2018-03 - A RESOLUTION OF THE
CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY OF THE CITY OF INDUSTRY,
CALIFORNIA, AMENDING SECTION 2.03 BOARD OF DIRECTORS, OF ARTICLE II.
GENERAL PROVISIONS, AND SECTION 3.01 CHAIRPERSON, VICE
CHAIRPERSON, TREASURER, SECRETARY AND EXECUTIVE DIRECTOR, OF
ARTICLE III. OFFICERS AND EMPLOYEES, OF THE CITY OF INDUSTRY
PROPERTY AND HOUSING MANAGEMENT AUTHORITY JOINT EXERCISE OF
POWERS AGREEMENT**

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
SEPTEMBER 12, 2018
PAGE 4

MOTION BY BOARD MEMBER CARMANY, AND SECOND BY BOARD MEMBER WHITTEMORE TO ADOPT RESOLUTION CRIA 2018-03. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	CARMANY, KARNS, LEE, WHITTEMORE, HARTMANN
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	NONE
ABSTAIN:	BOARD MEMBERS:	NONE

ADJOURNMENT

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

Larry Hartmann, Chairman

Julie Gutierrez-Robles
Assistant Secretary

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 6.3



CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

MEMORANDUM

TO: Honorable Chair and Members of the Board of Directors Civic-Recreational-Industrial Authority

FROM: Troy Helling, Executive Director *TH*

STAFF: Bing Hyun, Assistant Executive Director *BH*

DATE: October 10, 2018

SUBJECT: Consideration of a Maintenance Services Agreement with SureTeck Industrial and Commercial Services, Inc., for on-call maintenance services in an amount not-to-exceed \$100,000.00 from May 24, 2018 to May 24, 2019

Background:

Per Section 3.52.120 of the City's Municipal Code concerning the procedure for awarding maintenance service contracts, any contracts relating to maintenance of public works or public facilities may be provided by competitive bidding, informal public bidding or by negotiated contract, at the discretion of the City Council.

SureTeck Industrial and Commercial Services, Inc. ("SureTeck"), was awarded a maintenance services agreement with the City on May 24, 2018. When the original agreement went to the City Council, the maintenance of the City facilities managed by the Civic-Recreational-Industrial Authority ("CRIA") board were not included in the agreement, as the CRIA is a separate legal entity. Since the implementation of the City agreement, SureTeck has been providing maintenance services to Industry Expo Center facilities. In order for SureTeck to continue to provide services, a maintenance agreement is now being submitted to the CRIA board in the amount of \$100,000.00 for one year. This time period will allow City Staff to draft a Request for Qualifications and obtain a bench of contractors for the CRIA's maintenance services.

The maintenance services include, but are not limited to, general maintenance, plumbing, electrical, and emergency repairs for CRIA facilities. SureTeck will be assigned work through the Cartegraph work order software system, and/or Staff. SureTeck will be responsible for updating each work order once the project is completed with photographs of work performed, material receipts and labor records.

Fiscal Impact:

The fiscal impact associated with this action requires an appropriation of \$100,000.00 to CRIA – CRIA Administration - Property Maintenance (Account No. 360-800-8510).

Recommendation:

- 1.) Approve the Maintenance Services Agreement with SureTeck Industrial and Commercial Services, Inc., in an amount not to exceed \$100,000.00 dated May 24, 2018; and
- 2.) Appropriate \$100,000.00 CRIA – CRIA Administration - Property Maintenance (Account No. 360-800-8510).

Exhibit:

- A. Maintenance Services Agreement with SureTeck Industrial and Commercial Services, Inc., dated May 24, 2018
-

TH/BH:yp

EXHIBIT A

Maintenance Services Agreement with SureTeck Industrial and Commercial Services, Inc., dated May 24, 2018

[Attached]

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

MAINTENANCE SERVICES AGREEMENT

This MAINTENANCE SERVICES AGREEMENT ("Agreement"), is made and effective as of May 24, 2018 ("Effective Date"), between the Civic-Recreational-Industrial Authority, a public body ("CRIA") and SureTeck Industrial & Commercial Services, Inc., a California Corporation ("Consultant"). The 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 May 24, 2019, 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 the CRIA. The Services shall be performed by Consultant, unless prior written approval is first obtained from the 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 the CRIA and in a first-class manner in conformance with the standards of quality normally observed by an entity providing inspection services, serving a municipal 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 the CRIA. If Consultant was an employee, agent, appointee, or official of the CRIA in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et. seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, and Consultant will be required to reimburse the 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 the 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) The 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 Thousand Dollars (\$100,000.00) 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 the 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 the 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. City 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, the City, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Consultant's or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant, failure or alleged failure to comply with 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) The 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 the 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, the 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 the CRIA. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to the 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 the CRIA and may be used, reused, or otherwise disposed of by the CRIA without the permission of the Consultant. With respect to computer files, Consultant shall make available to the CRIA, at the Consultant's office, and upon reasonable written request by the 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 the 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 the 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 the 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 the CRIA at Consultant's cost or at CRIA's option, to reimburse the CRIA for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

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

9. 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.

10. 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 the CRIA. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the CRIA, or bind the 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.

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. The 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 the 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 the 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 the 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 the 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 the CRIA, unless otherwise required by law or court order.

(b) Consultant shall promptly notify CRIA should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the CRIA, unless Consultant is prohibited by law from informing the 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 the 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:	Civic Recreational Industrial Authority 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 13200 Crossroads Parkway North, Suite 345 City of Industry, CA 91746
To Consultant:	Gino Garcia, CEO SureTeck Industrial & Commercial Services 10742 Central Avenue, Unit A Ontario, CA 91762

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 the 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 the CRIA for such insurance.

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the 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 the 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

The 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”
SureTeck Industrial and Commercial Services, Inc.

By: _____
Troy Helling, Executive Director

By: _____
Gino Garcia, CEO

Attest:

By: _____
Julie Gutierrez-Robles, Board 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

The Consultant shall provide all general maintenance services at all CRIA facilities.

The Consultant shall be assigned work by the CRIA's Contract Field Operations Project Manager.

The Consultant is required to enter a start and end date for each work order and update the work order once the project is completed with photographs of work performed, material receipts and labor records.

The Consultant shall be available 24 hours a day, seven days per week, in order to immediately respond to emergency situations.

EXHIBIT B
RATE SCHEDULE

General Maintenance	\$90.00/hour
Plumbing	\$110.00/hour, 2 hour minimum
Electrical	\$95.00/hour
Concrete	\$95.00/hour

Consultant shall invoice the CRIA on a time and materials basis. CRIA shall reimburse Consultant its actual costs for all materials, upon submittal of evidence of said costs along with the monthly invoice, as set forth in the Agreement.

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

Enforcement of contract provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the CRIA to inform Consultant of non-compliance with any requirement imposes no additional obligations on the 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, the 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 the 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. The 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, the CRIA and Consultant may renegotiate Consultant's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the CRIA. The 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 the CRIA.

Timely notice of claims. Consultant shall give the 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.