



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

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

MAY 7, 2025 AT 9:00 AM

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

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

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

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

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

Meeting ID: 291 858 602 400 8

Passcode: YT3RG9mL

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+1 657-204-3264

Phone Conference ID: 824 798 880#

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 May 7, 2025

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

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

RECOMMENDED ACTION: *Receive and file.*

- 6.3. Consideration of Amendment No. 1 to the Maintenance Services Agreement with Ocean Blue Environmental Services, Inc., for On-Call Hazardous Waste Removal and Clean Up Services, extending the term through March 26, 2028, revising the scope of services and rate schedule, updating the address for CRIA, and increasing compensation by \$50,000.00

RECOMMENDED ACTION: *Approve the Amendment*

7. **ACTION ITEMS**

- 7.1. Presentation and discussion regarding the Civic-Recreational-Industrial Authority's Financial Report for March 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. PUBLIC COMMENTS

14. Adjournment. The next regular Civic-Recreational-Industrial Authority Meeting is June 11, 2025 at 9:00 AM.

ITEM NO. 6.1

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
AUTHORIZATION FOR PAYMENT OF BILLS
Board Meeting May 7, 2025

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
121	CRIA - CAPITAL IMPROVEMENT	62,263.60
360	INDUSTRY HILLS EXPO OPERATING ACCOUNT	198,321.08
TOTAL ALL FUNDS		260,584.68

<u>BANK</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
WFCK	WELLS FARGO CHECKING	260,584.68
TOTAL ALL BANKS		260,584.68

APPROVED PER EXECUTIVE DIRECTOR



DATE



Civic-Recreational-Industrial Authority
Board Meeting
May 7, 2025

P. 1

Check	Date	Payee Name		Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking				
12179	04/23/2025	VALLEY VISTA SERVICES, INC		\$2,694.22
	Invoice	Date	Description	Amount
	2165430	04/01/2025	IH RODEO STORAGE BOXES APRIL 2025	\$472.50
	2165676	04/01/2025	ORGANIC BINS LANDSCAPE MAINT- CRIA	\$2,221.72
12180	05/07/2025	BLAKE AIR CONDITIONING COMPANY		\$1,089.00
	Invoice	Date	Description	Amount
	M63472	04/01/2025	HVAC MAINT @ EXPO	\$1,089.00
12181	05/07/2025	CINTAS CORPORATION LOC 693		\$136.40
	Invoice	Date	Description	Amount
	9314843232	03/31/2025	LEASE FEE FOR AED MACHINE EXPO CENTER-MAR 20	\$136.40
12182	05/07/2025	CITY OF INDUSTRY		\$535.83
	Invoice	Date	Description	Amount
	2025-00001738	03/31/2025	March 2025 Fuel Costs	\$535.83
12183	05/07/2025	CNC ENGINEERING		\$62,222.50
	Invoice	Date	Description	Amount
	512416	04/24/2025	EXPO CENTER - STANDARDS OF FACILITIES MAINTEN	\$16,877.50
	512404	04/24/2025	PAVILION UPGRADES	\$27,945.00
	512405	04/24/2025	EXPO CENTER ALARM SYSTEM UPGRADES	\$8,825.00
	512406	04/24/2025	EXPO CENTER AUDIO/VIDEO UPGRADES	\$3,312.50
	512407	04/24/2025	EXPO CENTER IT INFRASTRUCTURE UPGRADES	\$5,262.50
12184	05/07/2025	CRIA-EQUESTRIAN CENTER		\$35,000.00
	Invoice	Date	Description	Amount

Civic-Recreational-Industrial Authority
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P. 2

Check	Date		Payee Name	Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking				
	MAR-25	04/29/2025	REIMBURSEMENT FOR MARCH 2025 OPERATING COS	\$35,000.00
12185	05/07/2025		CRIA-PAYROLL ACCOUNT	\$4,000.00
	Invoice	Date	Description	Amount
	APR-25	04/10/2025	REPLENISH PAYROLL ACCT FOR APRIL 2025	\$4,000.00
12186	05/07/2025		ELEVATE PUBLIC AFFAIRS, LLC	\$6,000.00
	Invoice	Date	Description	Amount
	4376	04/08/2025	PROFESSIONAL SVC-MAR 2025	\$6,000.00
12187	05/07/2025		FRAZER, LLP	\$8,193.00
	Invoice	Date	Description	Amount
	193127	03/31/2025	PROFESSIONAL SVC-MAR 2025	\$8,193.00
12188	05/07/2025		GARCIA'S FENCE CORP	\$2,245.00
	Invoice	Date	Description	Amount
	042512	04/17/2025	FENCE MAINT SVC-CRIA	\$2,245.00
12189	05/07/2025		INDUSTRY SECURITY SERVICES	\$50,733.09
	Invoice	Date	Description	Amount
	SG-ECGP-2032	04/04/2025	3/28-4/3/25 SECURITY SVC EXPO CNTR	\$12,465.60
	SG-ECGP-2033	04/11/2025	4/4-4/10/25 SECURITY SVC EXPO CNTR	\$12,465.60
	SG-ECGP-2034	04/18/2025	4/11-4/17/25 SECURITY SVC EXPO CNTR	\$12,445.89
	SG-ECGP-2035	04/25/2025	4/18-4/24/25 SECURITY SVC-EXPO CNTR	\$13,356.00
12190	05/07/2025		IRRI-CARE PLUMBING & BACKFLOW T	\$3,286.76
	Invoice	Date	Description	Amount

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P. 3

Check	Date		Payee Name	Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking				
17368	03/17/2025		URGENT BACKFLOW DEVICE WORK @ EXPO	\$3,286.76
12191	05/07/2025		JANUS PEST MANAGEMENT	\$1,110.00
	Invoice	Date	Description	Amount
	277193	01/13/2025	MONTHLY PEST SVC-EXPO	\$185.00
	279432	01/13/2025	MONTHLY PEST SVC-EXPO	\$185.00
	278331	01/13/2025	MONTHLY PEST SVC-EXPO	\$185.00
	276043	01/13/2025	MONTHLY PEST SVC-EXPO	\$185.00
	281533	03/11/2025	MONTHLY PEST SVC-EXPO	\$185.00
	280539	02/06/2025	MONTHLY PEST SVC-EXPO	\$185.00
12192	05/07/2025		KLINE'S PLUMBING, INC.	\$350.00
	Invoice	Date	Description	Amount
	14109	03/31/2025	PLUMBING MAINT SVC-CRIA	\$350.00
12193	05/07/2025		MORTISE & TENON BUILDING CORP	\$28,862.64
	Invoice	Date	Description	Amount
	228	03/14/2025	PATIO CAFE MISC REPAIRS REQUIRED BY HEALTH DE	\$6,972.03
	214	02/27/2025	ROAD EROSION CONTROL WORK BETWEEN BUNKHO	\$2,950.00
	220	03/05/2025	MISC REPAIRS-PAVILION BUILDING	\$14,940.61
	242	04/03/2025	HANDYMAN MAINT SVC-CRIA	\$250.00
	248	04/06/2025	FURNISH/DELIVER 40FT STORAGE CONTAINER FOR E	\$3,750.00
12194	05/07/2025		PACIFIC UTILITY INSTALLATION	\$23,951.00
	Invoice	Date	Description	Amount
	31863	03/31/2025	ELECTRICAL DISTRIBUTION & STREETLIGHT SYSTEM	\$23,951.00

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P. 4

Check	Date	Payee Name			Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking					
12195	05/07/2025	RAMOS AND SONS PLUMBING			\$2,183.00
	Invoice	Date	Description	Amount	
	3767	04/07/2025	WATER HEATER INSP/TEMP ADJUSTMENTS @ EXPO	\$2,183.00	
12196	05/07/2025	SOUTHERN TIRE MART LLC - DEPT 14			\$428.20
	Invoice	Date	Description	Amount	
	7080025332	04/09/2025	VEHICLE MAINT SVC-CRIA	\$428.20	
12197	05/07/2025	THE BIG NORWEGIAN			\$666.44
	Invoice	Date	Description	Amount	
	57788	04/15/2025	VEHICLE MAINT SVC-CRIA	\$666.44	
12198	05/07/2025	VENEKLASEN ASSOCIATES, INC.			\$16,918.60
	Invoice	Date	Description	Amount	
	78073	03/10/2025	DESIGN SVC-EXPO CENTER GRAND ARENA A/V UPGR	\$16,918.60	
12199	05/07/2025	WEST COAST ARBORISTS, INC.			\$9,979.00
	Invoice	Date	Description	Amount	
	227403	03/31/2025	TREE MAINT-INDUSTRY HILLS EXPO	\$9,979.00	

Checks	Status	Count	Transaction Amount
	Total	21	\$260,584.68

ITEM NO. 6.2

Backup Material will be distributed prior to Meeting

ITEM NO. 6.3



CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

MEMORANDUM

TO: Honorable Chairperson and Members of the Board

FROM: Joshua Nelson, Executive Director

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

DATE: May 7, 2025

SUBJECT: Consideration of Amendment No. 1 to the Maintenance Services Agreement with Ocean Blue Environmental Services, Inc., for On-Call Hazardous Waste Removal and Clean Up Services, extending the term through March 26, 2028, revising the scope of services and rate schedule, updating the address for CRIA, and increasing compensation by \$50,000.00

Background:

Ocean Blue Environmental Services, Inc. ("Ocean Blue") is a full service, 24-hour/7-day- a-week ("24/7"), hazardous materials ("HAZMAT") emergency response company, primarily serving government entities and industrial clientele. Some notable clients have included Los Angeles County Department of Public Works ("LACDPW"), Orange County Department of Public Works, the Port of Long Beach, Port of LA, Caltrans, US Coast Guard, LAX and SNA Airports and several cities in the region. The services that Ocean Blue provides include HAZMAT spill cleanup, confined space cleanup, trauma scene cleanup, homeless encampments cleanup, stormwater management (jetting/cleaning lines or catch basins), remediation, and hazardous waste management (categorization, packing, hauling for disposal).

To be better prepared for proper HAZMAT responses, it is crucial to have a contractor in place that is available with short notice, day or night. On May 13, 2020, the CRIA Board approved a Maintenance Services Agreement ("Agreement") with Ocean Blue to provide HAZMAT cleanups and removal services at Expo Center in an amount of \$25,000.00.

Discussion:

Ocean Blue continues to provide CRIA with a 24/7 emergency response to HAZMAT spills and provide many non-emergency services as well such as routine HAZMAT collections and

disposals. If needed, Ocean Blue can provide homeless encampments cleanup and stormwater catch basins/lines cleanup. The Agreement expired on March 26, 2025, and Staff recommends extending the contract with Ocean Blue through March 26, 2028. Additionally, it is necessary to update the scope of services to include more detail of the types of cleanups, revise the rate schedule to reflect their current rates, along with an increase in compensation of \$50,000.00 for the extension, and update the address for CRIA.

Fiscal Impact:

The fiscal impact is \$50,000.00 through March 2028. There is currently no budget allocated for this work, an appropriation for the remainder of FY 2025 in the amount of \$10,000.00 is requested at this time for CRIA-Administration-Hazardous Waste Disposal Account No. 360-800-6050 (MP 01-34). Future fiscal year budgets will be accounted for accordingly.

Recommendation:

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

Exhibits:

1. Ocean Blue MSA Amendment No. 1
2. Attachments

**AMENDMENT NO. 1
TO MAINTENANCE SERVICES AGREEMENT WITH
OCEAN BLUE ENVIRONMENTAL**

This Amendment No. 1 to the Maintenance Services Agreement (“Agreement”) is made and entered into this 7th day of May, 2025, (“Effective Date”) between the Civic-Recreational-Industrial Authority (“CRIA”), and Ocean Blue Environmental Services, Inc., a California corporation (“Contractor”). CRIA and Contractor are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about May 13, 2020, the Agreement was entered into and executed between CRIA and Contractor to provide maintenance services for on-call hazardous waste removal and clean up; and

WHEREAS, the Agreement expired on March 26, 2025, and in order to allow the Contractor to continue the services, it is necessary to extend the term through March 26, 2028, update the scope of services to include more detail on the types of cleanups, revise the rate schedule to reflect Contractor’s current rates, increase in compensation by \$50,000.00, and update the address for CRIA; and

WHEREAS, for the reasons set forth herein, CRIA and Contractor 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 is hereby revised to read in its entirety as follows:

The Agreement shall commence on the March 27, 2025, and shall remain and continue in effect until tasks described herein are completed, but in no event later than March 26, 2028, unless sooner terminated to the provisions of this Agreement.

4. PAYMENT

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

(a) CRIA agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B (“Rate Schedule”), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Seventy-Five Thousand Dollars (\$75,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

15. NOTICES

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

To CRIA: CRIA
15625 Mayor Dave Way, Suite 100
City of Industry, CA 91744
Attention: Executive Director

EXHIBIT A, SCOPE OF SERVICES

The Scope of Services is hereby rescinded in its entirety and replaced with services set forth in Attachment 1, attached hereto and incorporated herein by reference.

EXHIBIT B, RATE SCHEDULE

The Rate Schedule is hereby rescinded in its entirety and replaced with rates set forth in Attachment 2, attached hereto and incorporated herein by reference.

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 have executed this Amendment No. 1 to the Agreement as of the Effective Date.

“CRIA”
Civic Recreational Industrial Authority

“CONTRACTOR”
Ocean Blue Environmental Services, Inc.

By: _____
Joshua Nelson, Executive Director

By: _____
Justin Lee, President

Attest:

By: _____
Julie Gutierrez-Robles, Secretary

APPROVED AS TO FORM

By: _____
James M. Casso, General Counsel

ATTACHMENT 1
EXHIBIT A
SCOPE OF SERVICES

Contractor shall perform on-call HAZMAT response services at Expo Center. Scope of work shall include, but is not limited to, the following, on an as-needed basis:

- 24/7 Emergency Response for HAZMAT Cleanup.
 - Chemical spills, cargo spills, sewage release, factory fires, and accident cleanup.
- Confined Spaces and Underground Cleanup.
- Trauma Scene Cleanup and safe biohazard cleanup and removal.
- Homeless Encampments Cleanup.
 - Biohazard and hypodermic needle removal.
- Stormwater Management.
 - Jetting, vacuum trucks, and cleaning lines and/or catch basins.
 - Stormwater filtration systems and inlet screen installations.
- Remediation of Soil or addressing Soil contamination.
 - Scheduling the assessment, working the site, & haul away and disposal.
- Underground Storage Tank services.
 - Investigations, removal and disposal, and UST closure reporting.
- HAZMAT Waste Management.
 - Categorization, manifest creation and tracking, packing, and hauling for proper disposal.

ATTACHMENT 2
EXHIBIT B
RATE SCHEDULE



DEFINITIONS

Straight Time: Monday through Friday, from 7:00 AM to 4:00 PM

Overtime: Monday through Friday, before 7:00 AM and after 4:00 PM,
and all day on Saturdays

Premium Time: Sundays, Following Holidays

HOLIDAYS OBSERVED

New Year's Day
Martin Luther King, Jr.'s Birthday
Veterans Day
Fourth of July
Day after Thanksgiving
Christmas Day

Labor Day
Presidents Day
Memorial Day
Thanksgiving Day
Columbus Day

MINIMUM CHARGES

Four (4) hour minimum charges will apply to all call outs. Portal to Portal rates apply. Time charges include personnel, equipment and materials for preparation, mobilization, travel to and from site, demobilization, decontamination, transportation and unloading.

DISPOSAL AND OUTSIDE COSTS

All disposal, services, non-heavy equipment rentals, and materials not on the rate sheet will be billed at cost plus a twenty percent (20%) handling charge. Heavy equipment rental will be billed at cost plus twenty five percent handling charge due to high liability cost.

PREVAILING WAGE

An additional \$40 per hour will be added to personnel and equipment with operator rate.

PAYMENT TERMS

All terms are net-thirty (30) days upon receipt of invoice, unless previous arrangements have been made. All emergency response work for non-established customers is C.O.D.

1. HAZARDOUS WASTE-TRAINED PERSONNELHOURLY RATE

<u>CLASSIFICATION</u>	<u>STRAIGHT TIME</u>	<u>OVER- TIME</u>	<u>PREMIUM TIME</u>
PROJECT MANAGER	157.80	206.90	206.90
SUPERVISOR	121.60	145.00	166.00
CHEMIST / INDUSTRIAL HYGIENIST	242.00	277.00	277.00
LEAD TECHNICIAN	84.20	122.70	160.20
EQUIPMENT OPERATOR	80.70	121.60	155.50
TECHNICIAN	76.10	107.50	140.30
ILWU (INT. LONGSHORE & WHSE UNION) TECH	106.40	159.00	213.90

ALL PERSONNEL HAVE AT A MINIMUM, 40-HR HAZ-WOPER TRAINING AS SPECIFIED BY 29 CFR 1910.120

2. CERTIFIED HAZARDOUS WASTE TRANSPORTATION VEHICLESHOURLY RATE

UTILITY TRUCK 4X4 W/TRAFFIC CONTROL LIGHTS & LIFTGATE	66.70
GEAR TRUCK W/ LIFTGATE	66.70
EMERGENCY RESPONSE UNIT - LARGE	309.80
EMERGENCY RESPONSE UNIT - SMALL	215.20
VACUUM TRAILER - 20 BBL	72.50
VACUUM TRUCK - 70 BBL W/ ROPER PUMP*	177.70
VACUUM TRUCK - 120 BBL*	203.40
VACUUM TRUCK - 120 BBL STAINLESS STEEL*	230.40
AIR EXCAVATOR*	177.70
OMNI VAC - 85 BBL*	329.80
JETTER / VACTOR COMBO UNIT*	329.80
ROLL-OFF TRUCK*	177.70
ROLL-OFF TRUCK AND TRAILER*	203.40
TRASH COMPACTOR*	247.80
25' BOX VAN*	125.10
45' BOX VAN*	177.70
45' FLAT BED*	177.70
25' EQUIPMENT TRAILER	46.80

"*" DENOTES EQUIPMENT INCLUDING OPERATOR. THESE WILL BE CHARGED AN ADDITIONAL \$29.00 PER HOUR FOR OVERTIME AND \$39.00 PER HOUR FOR PREMIUM TIME.

3. RESPIRATORY / CONFINED SPACE ENTRY EQUIPMENT

SELF-CONTAINED BREATHING APPARATUS (30 MIN.)	181.20	DAILY
6-PACK BREATHING AIR BOTTLES	363.60	DAILY
5-MINUTE EGRESS AIR BOTTLE	51.50	DAILY
TRIPOD W/DOUBLE WINCHES	325.00	DAILY
FULL BODY HARNESS W/ SHOCK ABSORBER	46.80	DAILY
SAFETY LINE	64.20	DAILY
COPPUS BLOWER	263.10	DAILY
4-GAS AIR MONITOR	398.80	DAILY
PID METER	551.80	DAILY
MERCURY VAPOR ANALYZER	691.00	DAILY

OVA MONITOR	482.90	DAILY
PERSONAL 4 GAS METER	329.80	DAILY
ELECTRIC BLOWER	192.60	DAILY
<u>4. TRAFFIC CONTROL</u>		
ARROW BOARD	295.90	DAILY
PORTABLE DECON STATION W/ARROWBOARD	395.30	DAILY
BARRICADES W/ REFLECTORS, EACH	43.30	DAILY
DELINEATOR/REFLECTIVE, EACH	2.40	DAILY
NO TURN RIGHT OR LEFT SIGNS, EACH	21.10	DAILY
TRAFFIC CONE/REFLECTIVE, EACH	3.50	DAILY
TRAFFIC CONTROL SIGNS 48"X48"/REFLECTIVE	49.10	DAILY
<u>5. CLEANING EQUIPMENT</u>		
AIR COMPRESSOR	56.10	HOURLY
CHEMICAL DIAPHRAGM PUMP	415.10	DAILY
DECONTAMINATION STATION	282.90	DAILY
DIAPHRAGM PUMP	297.00	DAILY
SUCTION/DISCHARGE HOSE (PER FOOT)	1.20	DAILY
LAYFLAT HOSE (PER FOOT)	1.20	DAILY
HYDROBLASTER	104.00	HOURLY
INTRINSICALLY SAFE PUMP FOR FUEL TANKS	145.00	DAILY
PRESSURE WASHER - 1,000 PSI 22 GPM	93.50	HOURLY
PRESSURE WASHER - 3,500 PSI 6 GPM	80.70	HOURLY
ENGINE DRIVEN PUMPS	681.10	DAILY
PORTABLE TRASH PUMP	277.00	DAILY
SUBMERSIBLE PUMP	245.60	DAILY
AIR SCRUBBERS PORTABLE	230.40	DAILY
HEPA FILTERS FOR SCRUBBERS	171.90	EACH
55 GALLON CARBON SCRUBBER FOR VAC TRUCKS	263.10	DAILY
3 STALL DECONTAMINATION SHOWER	395.30	DAILY
<u>6. PORTABLE STORAGE UNITS</u>		
20-YARD BIN, OPEN TOP	33.90	DAILY
20-YARD BIN, CLOSED TOP	40.90	DAILY
40-YARD BIN, OPEN TOP	33.90	DAILY
40-YARD BIN, CLOSED TOP	43.30	DAILY
4" TANK MANIFOLD	25.70	DAILY
BIN LINERS	107.00	EACH
<u>7. OIL SPILL EQUIPMENT</u>		
20' DRUM & SUPPLY TRAILER W/ 4' SIDES & 12,000 GWV	277.00	DAILY
BOOM TRAILER (STANDBY) W/ 1500' OF 8"x12" BOOM	206.90	DAILY
BOOM 8"x12" (DEPLOYED)	2.40	PER FT/DAY
BOOM 4"x12" (DEPLOYED)	1.20	PER FT/DAY
22' TOW/SPILL CONTROL BOAT W/ 200 HP MOTOR	177.70	HOURLY
22' x 8' SELF POWERED BARGE	119.20	HOURLY
19' TOOL SPILL BOAT W/90HP	119.20	HOURLY

17' TOW/SPILL CONTROL BOAT W/ 40 HP MOTOR	99.40	HOURLY
14' TOW/SPILL CONTROL BOAT W/ 25 HP MOTOR	78.30	HOURLY
12' PUNTS	46.80	HOURLY
12' PUNTS W/ 5HP MOTOR	58.40	HOURLY
SPLASH ZONE 2-PART SEALER	217.40	PER GALLON
25 LBS ANCHORS W/ 15' CHAIN	19.80	DAILY
15 LBS ANCHORS W/ 10' CHAIN	14.00	DAILY
24" BOEYS	19.80	DAILY
EMERGENCY RESPONSE TRAILER	622.00	DAILY
ROPE MOP SKIMMER	206.90	HOURLY
DRUM SKIMMER TDS-136 W/ POWER PACK	277.00	HOURLY
SKIM-PAK SERIES 4000 W/ CONTROL SYSTEM	84.20	HOURLY
SKIMMER TRAILER	277.00	DAILY
ABSORBENT BOOM TRAILER	206.90	DAILY
ATV (ALL TERRAIN VEHICLE) W/TRAILER	361.20	DAILY
FORKLIFT TRAILER	131.00	DAILY

8. MATERIALS

10 GALLON DOT DRUM, STEEL	66.70	EACH
15 GALLON DOT DRUM, POLY	66.70	EACH
16 GALLON DOT DRUM, STEEL	66.70	EACH
20 GALLON DOT DRUM, STEEL	70.20	EACH
30 GALLON DOT DRUM, POLY	70.20	EACH
30 GALLON DOT DRUM, STEEL	70.20	EACH
5 GALLON DOT DRUM	24.60	EACH
55 GALLON DOT DRUM, POLY	81.90	EACH
55 GALLON DOT DRUM, STEEL	80.70	EACH
55 GALLON DOT DRUM, BIO	52.50	EACH
85 GALLON DRUM, OVERPAK, STEEL	295.90	EACH
95 GALLON DRUM, OVERPAK, POLY	295.90	EACH
ACID SPILFYTER NEUTRALIZER PER GALLON	102.90	EACH
BASE SPILFYTER NEUTRALIZER PER GALLON	102.90	EACH
BIO-SOLVE (HYDROCARBON ENCAPSULANT)	49.10	PER GALLON
BLEACH	5.90	PER GALLON
CHEMICAL POLY TOTES	426.70	EACH
CHLOR-D-TECT Q4000	24.60	EACH
CITRI-CLEAN, 55 GALLON	1,105.00	PER DRUM
DIESEL FUEL (EQUIPMENT)	7.10	PER GALLON
DRUM LINER	3.50	EACH
DUCT TAPE	8.10	PER ROLL
FACE SHIELD	17.50	EACH
HAND AUGER	115.80	DAILY
HEPA VACUUM FILTER PROTECTORS	26.90	EACH
HEPA VACUUM REPLACEMENT BAGS	26.90	EACH
OIL SORBENT POM POMS	76.10	PER BALE
PLASTIC BAGS	99.40	PER BOX
PLASTIC SHEETING	99.40	PER ROLL
RAGS, 50 LB BOX	90.10	PER BOX

ROPE 1/2 POLY, 100' ROLL	43.30	PER ROLL
ROPE 5/8 POLY, 100' SPOOL	49.10	PER ROLL
SAMPLE JARS - 1QT	17.50	EACH
SAND BAGS	4.60	EACH
SHRINK WRAP	40.90	ROLL
SIMPLE GREEN	17.50	PER GALLON
SODA ASH	8.10	PER GALLON
SORBENT BOOM W/ JELLING MATERIAL	551.80	PER BALE
SORBENT BOOM, 8"x10"	72.50	EACH
SORBENT PADS 18"x18"x1/4" (200/BALE)	119.20	PER BALE
SUPERFINE, 25 LB BAG	24.60	PER BAG
TRIWALL BOXES	206.90	EACH
VACTOR FLEX HOSE 4"	2.40	PER FOOT
VACTOR FLEX HOSE 6"	3.50	PER FOOT
4' LIGHT TUBE CARDBOARD DRUM	109.80	EACH
8' LIGHT TUBE CARDBOARD DRUM	85.40	EACH

9. TOOLS AND OTHER EQUIPMENT

CHEST WADERS	81.90	DAILY
COM-A-LONG - 4000 LBS	8.10	DAILY
CHAIN SAW	171.20	DAILY
CHIPPING GUNS	160.50	DAILY
CHIPPING BITS	42.80	EACH
CUTTING TORCH	199.90	DAILY
CUT OFF WHEELS	22.50	EACH
DRILL	72.80	DAILY
DRUM SAMPLING ROD (GLASS)	9.40	EACH
DRUM VACUUM - 55 GALLON	159.00	DAILY
EXTENSION LADDER	42.80	DAILY
MANHOLE LADDER	101.70	DAILY
CHAINS / STRAPS	16.10	DAILY
FORK LIFT	292.30	DAILY
GENERATOR, 10KV TRAILER MOUNTED	46.80	HOURLY
GENERATOR, 5500 WATTS	214.00	DAILY
HAND TOOLS	70.20	DAILY
HAND WASHING STATION	66.70	DAILY
HAZ-CAT KIT	26.90	PER TEST
HEAD LAMPS	16.10	DAILY
HEAVY DUTY JETTER NOZZLES	313.30	DAILY
HEPA VACUUM (DRY)	206.90	DAILY
HIP WADERS	70.20	DAILY
HOLE SAW	16.10	DAILY
HUDSON SPRAYER	26.90	DAILY
LIFE JACKETS	21.10	DAILY
LIGHT STAND (2 BULBS)	49.10	DAILY
LIGHT TOWER (4 BULBS)	395.30	DAILY
MEALS ON SPILLS	11.60	EACH

MERCURY VACUUM	691.00	DAILY
MOTO MIX	42.80	GALLON
NON-SPARKING COLD CUTTER / RIVET BUSTER	131.00	DAILY
NON-SPARKING COLD CUTTER TIPS	40.90	EACH
PER DIEM ALLOWANCE ON TRAVEL	217.40	DAILY
PLUG & DIKE, 1 LB CAN	33.90	EACH
POLY SIPHON (POGO) PUMP	25.70	EACH
PORTABLE RESTROOM W/SINK	206.90	DAILY
PROFILING FEE (PER WASTE STREAM)	104.00	EACH
RADIO 2-WAY, INTRINSICALLY SAFE	55.00	DAILY
ROTARY HAMMER	149.80	DAILY
ROTARY BITS	69.60	EACH
SAWZALL	109.90	DAILY
STIHL CUT OFF SAW	214.00	DAILY
4" TANK HOOK	101.70	DAILY
TYGUARD PATCH TOOLKIT	80.30	DAILY
TYGUARD PATCH (250')	963.00	PER ROLL
TYGUARD (500')	1,284.00	PER ROLL
TRANSFER HOSES, 1 - 4"	58.40	DAILY
TRUCK RAMPS (30,000 LBS)	395.30	DAILY
VAPOR TIGHT DROP LIGHTS	206.90	DAILY
VENTILATION FAN	159.00	DAILY
WATER METER	346.00	DAILY
WATER TANK TRAILER W/ PUMP	467.70	DAILY
DRUM DOLLY	32.70	DAILY

10. PERSONAL PROTECTIVE EQUIPMENT (PPE)

LEVEL "A" - FULLY ENCAPSULATED GAS-TIGHT SUIT WITH SCBA	657.10	PER SET
LEVEL "B" - POLY-TYVEK THROUGH FULLY ENCAPSU- LATED SUIT, BUT NOT GAS TIGHT W/SCBA	206.90	PER SET
LEVEL "C" - TYVEK THROUGH SARANEX SUIT W/ AIR PURIFYING RESPIRATOR	90.10	PER SET
LEVEL "D" - TYVEK, POLY-TYVEK, COVERALL OR RAINGEAR SUIT WITH GLOVES, BOOTS, HARDHAT AND SAFETY GLASSES	43.30	PER SET

**EXHIBIT A TO AMENDMENT NO. 1
MAINTENANCE SERVICES AGREEMENT WITH OCEAN BLUE
ENVIRONMENTAL SERVICES, INC. DATED MAY 13, 2020**

CIVIC RECREATIONAL INDUSTRIAL AUTHORITY
MAINTENANCE SERVICES AGREEMENT

This MAINTENANCE SERVICES AGREEMENT ("Agreement"), is made and effective as of May 13, 2020 ("Effective Date"), between the Civic-Recreational-Industrial Authority ("CRIA") and Ocean Blue Environmental Services, Inc., a California corporation ("Contractor"). CRIA and Contractor are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than March 26, 2025, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

(c) Contractor shall perform all Services in a manner reasonably satisfactory to CRIA and in a first-class manner in conformance with the standards of quality normally observed by an entity providing maintenance services for on-call hazardous waste removal and clean up, 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. Contractor shall maintain all licenses required to perform the Services, including but not limited to, the following: Class A General Engineering Contractors license with Hazardous Substances Removal Certification, State of California Highway Patrol Hazardous Materials Transportation License, State of California License to Transport Hazardous Materials issued by the Department of Motor Vehicles, Federal Environmental Protection Agency License, Trauma Scene Waste Management Practitioner License, Medical Waste Hauler Registration License, and Incident Command System Certification- ICS-200 or ICS-300.

3. MANAGEMENT

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

4. PAYMENT

(a) CRIA agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Twenty-Five Thousand Dollars (\$25,000.00) 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. COI 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, COI, 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, or employees (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, or employees of Contractor.

(c) Environmental indemnity

The Contractor shall conduct all aspects of its operation in compliance with all state and federal environmental laws, rules and regulations. The Contractor shall immediately inform CRIA of any investigation, citation or legal action by any regulatory agency related to the Contractor's obligations under this Agreement and shall defend, indemnify and hold

harmless CRIA and the Indemnified Parties from any loss including, but not limited to fines, penalties and corrective measures CRIA may sustain by reason of the Contractor's failure to comply with any state or federal law, regulation or rule.

(d) 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 C 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, or agents, 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, or agents, 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:	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 Contractor:	Justin Lee, Director Ocean Blue Environmental Services, Inc. 925 West Esther Street Long Beach, CA 90813

16. ASSIGNMENT

The Contractor shall not assign or subcontract the performance of this Agreement, nor any part thereof, nor any monies due hereunder.

17. GOVERNING LAW/ATTORNEYS' FEES

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

18. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this

Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

19. SEVERABILITY

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

20. COUNTERPARTS

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

21. CAPTIONS

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

22. WAIVER

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

23. REMEDIES

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

24. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

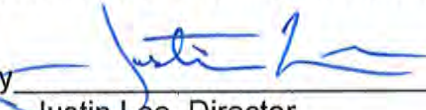
"CRIA"

Civic Recreational Industrial Authority

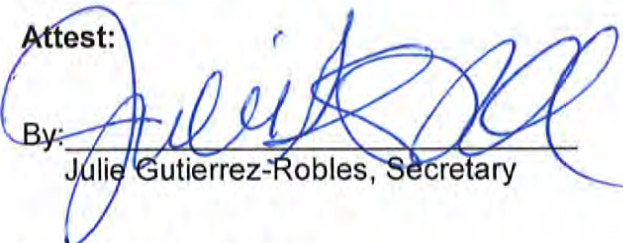
By: 
Troy Helling, Executive Director

"CONTRACTOR"

Ocean Blue Environmental Services, Inc.

By: 
Justin Lee, Director

Attest:

By: 
Julie Gutierrez-Robles, Secretary

Approved as to form:

By: 
James M. Casso, General Counsel

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

EXHIBIT A

SCOPE OF SERVICES

Contractor shall perform on-call HAZMAT response services in CRIA's public right-of-way and at CRIA-owned facilities. Scope of work shall include, but is not limited to, the following, on an as-needed basis:

- 24/7 Emergency Response for HAZMAT Spill Cleanup
- Confined space Cleanup
- Trauma Scene Cleanup
- Homeless Encampments Cleanup
- Stormwater Management (jetting/cleaning lines or catch basins)
- Remediation of Soil (schedule the dig & haul)
- Underground Storage Tanks
- HAZMAT waste management (categorization, packing, hauling for disposal)

EXHIBIT B

RATE SCHEDULE

The following rates apply to the Services performed under this Agreement:

<u>1. HAZARDOUS WASTE-TRAINED PERSONNEL</u>		<u>HOURLY RATE</u>	
<u>CLASSIFICATION</u>	<u>STRAIGHT TIME</u>	<u>OVER-TIME</u>	<u>PREMIUM TIME</u>
PROJECT MANAGER	121.50	159.30	159.30
SUPERVISOR	93.60	111.60	127.80
CHEMIST / INDUSTRIAL HYGIENIST	186.30	213.30	213.30
LEAD TECHNICIAN	64.80	94.50	123.30
EQUIPMENT OPERATOR	62.10	93.60	119.70
TECHNICIAN	58.50	82.80	108.00
ILWU (INT. LONGSHORE & WHSE UNION) TECH	81.90	122.40	164.70

<u>2. CERTIFIED HAZARDOUS WASTE TRANSPORTATION VEHICLES</u>	<u>HOURLY RATE</u>
UTILITY TRUCK 4X4 W/TRAFFIC CONTROL LIGHTS & LIFTGATE	51.30
GEAR TRUCK W/ LIFTGATE	51.30
EMERGENCY RESPONSE UNIT - LARGE	238.50
EMERGENCY RESPONSE UNIT - SMALL	165.60
CREW VAN	45.00
BOB CAT W/SOLID TIRES	55.80
VACUUM TRAILER - 20 BBL	55.80
VACUUM TRUCK - 70 BBL W/ ROPER PUMP*	136.80
VACUUM TRUCK - 120 BBL*	156.60
VACUUM TRUCK - 120 BBL STAINLESS STEEL*	177.30
AIR EXCAVATOR*	136.80
HYDRO EXCAVATOR*	253.80
OMNI VAC - 85 BBL*	253.80
JETTER / VACTOR COMBO UNIT*	253.80
ROLL-OFF TRUCK*	136.80
ROLL-OFF TRUCK AND TRAILER*	156.60
DUMP TRUCK - 10 WHEEL*	96.30
<u>PREVAILING WAGE</u>	190.80

Personnel and equipment with operator rate:

45' FLAT BED*	111.60
25' EQUIPMENT TRAILER	36.00
STREET SWEEPER	90.00

"*" DENOTES EQUIPMENT INCLUDING OPERATOR. THESE WILL BE CHARGED AN ADDITIONAL \$29.00 PER HOUR FOR OVERTIME AND \$39.00 PER HOUR FOR PREMIUM TIME.

3. RESPIRATORY / CONFINED SPACE ENTRY EQUIPMENT

SELF-CONTAINED BREATHING APPARATUS (30 MIN.)	139.50	DAILY
6-PACK BREATHING AIR BOTTLES	279.90	DAILY
5-MINUTE EGRESS AIR BOTTLE	39.60	DAILY
TRIPOD W/DOUBLE WINCHES	250.20	DAILY
FULL BODY HARNESS W/ SHOCK ABSORBER	36.00	DAILY
COPPUS BLOWER	202.50	DAILY
4-GAS AIR MONITOR	306.90	DAILY
PID METER	424.80	DAILY
MERCURY VAPOR ANALYZER	531.90	DAILY
OVA MONITOR	371.70	DAILY
PERSONAL 4 GAS METER	253.80	DAILY
ELECTRIC BLOWER	81.90	DAILY

4. TRAFFIC CONTROL

ARROW BOARD	227.70	DAILY
PORTABLE DECON STATION W/ARROWBOARD	304.20	DAILY
BARRICADES W/ REFLECTORS, EACH	33.30	DAILY
DELINEATOR/REFLECTIVE, EACH	1.80	DAILY
NO TURN RIGHT OR LEFT SIGNS, EACH	16.20	DAILY
TRAFFIC CONE/REFLECTIVE, EACH	2.70	DAILY
TRAFFIC CONTROL SIGNS 48"X48"/REFLECTIVE	37.80	DAILY

5. CLEANING EQUIPMENT

AIR COMPRESSOR	43.20	HOURLY
CHEMICAL DIAPHRAGM PUMP	319.50	DAILY
DECONTAMINATION STATION	217.80	DAILY
DIAPHRAGM PUMP	228.60	DAILY
SUCTION/DISCHARGE HOSE (PER FOOT)	0.90	DAILY
HYDROBLASTER	80.10	HOURLY
INTRINSICALLY SAFE PUMP FOR FUEL TANKS	111.60	DAILY
STEAM MACHINE 1,000 PSI 22 GPM	72.00	HOURLY
STEAM MACHINE 3,500 PSI 6 GPM	62.10	HOURLY
PORTABLE TRASH PUMP	213.30	DAILY
SUBMERSIBLE PUMP	189.00	DAILY
AIR SCRUBBERS PORTABLE	177.30	DAILY
HEPA FILTERS FOR SCRUBBERS	132.30	EACH
55 GALLON CARBON SCRUBBER FOR VAC TRUCKS	202.50	DAILY
3 STALL DECONTAMINATION SHOWER	304.20	DAILY

6. PORTABLE STORAGE UNITS

20-YARD BIN, OPEN TOP	26.10	DAILY
20-YARD BIN, CLOSED TOP	31.50	DAILY
40-YARD BIN, OPEN TOP	26.10	DAILY
40-YARD BIN, CLOSED TOP	33.30	DAILY
4" TANK MANIFOLD	19.80	DAILY
BIN LINERS	54.00	EACH

7. OIL SPILL EQUIPMENT

20' DRUM & SUPPLY TRAILER W/ 4' SIDES & 12,000 GVW	213.30	DAILY
BOOM TRAILER (STANDBY) W/ 1500' OF 8"x12" BOOM	159.30	DAILY
BOOM 8"x12" (DEPLOYED)	1.80	PER FT/DAY
BOOM 4"x12" (DEPLOYED)	0.90	PER FT/DAY
22' TOW/SPILL CONTROL BOAT W/ 200 HP MOTOR	136.80	HOURLY
22' x 8' SELF POWERED BARGE	91.80	HOURLY
19' TOOL SPILL BOAT W/90HP	91.80	HOURLY
17' TOW/SPILL CONTROL BOAT W/ 40 HP MOTOR	76.50	HOURLY
14' TOW/SPILL CONTROL BOAT W/ 25 HP MOTOR	60.30	HOURLY
12' PUNTS	36.00	HOURLY
12' PUNTS W/ 5HP MOTOR	45.00	HOURLY
SPLASH ZONE 2-PART SEALER	167.40	PER GALLON
25 LBS ANCHORS W/ 15' CHAIN	15.30	DAILY
15 LBS ANCHORS W/ 10' CHAIN	10.80	DAILY
24" BOEYS	15.30	DAILY
EMERGENCY RESPONSE TRAILER	478.80	DAILY
ROPE MOP SKIMMER	159.30	HOURLY
DRUM SKIMMER TDS-136 W/ POWER PACK	213.30	HOURLY
SKIM-PAK SERIES 4000 W/ CONTROL SYSTEM	64.80	HOURLY
SKIMMER TRAILER	213.30	DAILY
ABSORBENT BOOM TRAILER	159.30	DAILY
ATV (ALL TERRAIN VEHICLE) W/TRAILER	278.10	DAILY
FORKLIFT TRAILER	100.80	DAILY

8. MATERIALS

10 GALLON DOT DRUM, STEEL	51.30	EACH
15 GALLON DOT DRUM, POLY	51.30	EACH
16 GALLON DOT DRUM, STEEL	51.30	EACH
20 GALLON DOT DRUM, STEEL	54.00	EACH
30 GALLON DOT DRUM, POLY	54.00	EACH
30 GALLON DOT DRUM, STEEL	54.00	EACH
5 GALLON DOT DRUM	18.90	EACH
55 GALLON DOT DRUM, POLY	63.00	EACH
55 GALLON DOT DRUM, STEEL	62.10	EACH
55 GALLON DOT DRUM, BIO	40.50	EACH
85 GALLON DRUM, OVERPAK, STEEL	227.70	EACH
95 GALLON DRUM, OVERPAK, POLY	227.70	EACH
ACID SPILFYTER NEUTRALIZER PER GALLON	79.20	EACH
BASE SPILFYTER NEUTRALIZER PER GALLON	79.20	EACH
BIO-SOLVE (HYDROCARBON ENCAPSULANT)	37.80	PER GALLON

BLEACH	4.50	PER GALLON
CHEMICAL POLY TOTES	328.50	EACH
CHLOR-D-TECT Q4000	18.90	EACH
CITRI-CLEAN, 55 GALLON	850.50	PER DRUM
DIESEL FUEL (EQUIPMENT)	5.40	PER GALLON
DRUM LINER	2.70	EACH
DUCT TAPE	6.30	PER ROLL
FACE SHIELD	13.50	EACH
HAND AUGER	89.10	DAILY
HEPA VACUUM FILTER PROTECTORS	20.70	EACH
HEPA VACUUM REPLACEMENT BAGS	20.70	EACH
OIL SORBENT POM POMS	58.50	PER BALE
PLASTIC BAGS	76.50	PER BOX
PLASTIC SHEETING	76.50	PER ROLL
RAGS, 50 LB BOX	69.30	PER BOX
ROPE 1/2 POLY, 100' ROLL	33.30	PER ROLL
ROPE 5/8 POLY, 100' SPOOL	37.80	PER ROLL
SAMPLE JARS - 1QT	13.50	EACH
SAND BAGS	3.60	EACH
SHRINK WRAP	31.50	ROLL
SIMPLE GREEN	13.50	PER GALLON
SODA ASH	6.30	PER GALLON
SORBENT BOOM W/ JELLING MATERIAL	424.80	PER BALE
SORBENT BOOM, 8"x10"	55.80	EACH
SORBENT PADS 18"x18"x1/4" (200/BALE)	91.80	PER BALE
SUPERFINE, 25 LB BAG	18.90	PER BAG
TRIWALL BOXES	159.30	EACH
VACTOR FLEX HOSE 4"	1.80	PER FOOT
VACTOR FLEX HOSE 6"	2.70	PER FOOT

9. TOOLS AND OTHER EQUIPMENT

BIO-HAZARD "BLOOD" SPILL KIT	106.20	EACH
BOAT HOOKS 3'-9' TELESCOPING	7.20	DAILY
BOBCAT SWEEPER ATTACHMENT	225.00	DAILY
CHEST WADERS	63.00	DAILY
14 PORTABLE GAS POWERED ABRASIVE SAW	152.10	DAILY
COM-A-LONG - 4000 LBS	6.30	DAILY
CUTTING TORCH	153.90	DAILY
DRUM SAMPLING ROD (GLASS)	7.20	EACH
DRUM VACUUM - 55 GALLON	122.40	DAILY
EXTENSION LADDER	13.50	DAILY
EYEWASH STATION	33.30	DAILY
FIRE PROTECTION SUIT (1500 DEGREE PROTECTION FACTOR)	227.70	DAILY
FORK LIFT	225.00	DAILY
GENERATOR, 10KV TRAILER MOUNTED	36.00	HOURLY
GENERATOR, 5500 WATTS	126.90	DAILY

HAND TOOLS	54.00	DAILY
HAND WASHING STATION	51.30	DAILY
HAZ-CAT KIT	20.70	PER TEST
HEAVY DUTY JETTER NOZZLES	241.20	DAILY
HEPA VACUUM (DRY)	159.30	DAILY
HIP WADERS	54.00	DAILY
HUDSON SPRAYER	20.70	DAILY
JACK HAMMER 90 LBS	126.90	DAILY
LIFE JACKETS	16.20	DAILY
LIGHT STAND (2 BULBS)	37.80	DAILY
LIGHT TOWER (4 BULBS)	304.20	DAILY
MEALS ON SPILLS	7.20	EACH
MERCURY VACUUM	531.90	DAILY
NON-SPARKING COLD CUTTER / RIVET BUSTER	100.80	DAILY
NON-SPARKING COLD CUTTER TIPS	31.50	EACH
PER DIEM ALLOWANCE ON TRAVEL	167.40	DAILY
PICKS "MINERS"	2.70	DAILY
PLUG & DIKE, 1 LB CAN	26.10	EACH
POLY SIPHON (POGO) PUMP	19.80	EACH
PORTABLE RESTROOM W/SINK	159.30	DAILY
PROFILING FEE (PER WASTE STREAM)	80.10	EACH
RADIO 2-WAY, INTRINSICALLY SAFE	42.30	DAILY
SAWZALL	84.60	DAILY
SKIL SAW	37.80	DAILY
STEEL SPIKES, 36"	5.40	DAILY
TRANSFER HOSES, 1 - 4"	45.00	DAILY
TRUCK RAMPS (30,000 LBS)	304.20	DAILY
VAPOR TIGHT DROP LIGHTS	159.30	DAILY
VENTILATION FAN	122.40	DAILY
WATER METER	266.40	DAILY
WATER TANK TRAILER W/ PUMP	360.00	DAILY
DRUM DOLLY	25.20	DAILY

10. PERSONAL PROTECTIVE EQUIPMENT (PPE)

LEVEL "A" - FULLY ENCAPSULATED GAS-TIGHT SUIT WITH SCBA	505.80	PER SET
LEVEL "B" - POLY-TYVEK THROUGH FULLY ENCAPSULATED SUIT, BUT NOT GAS TIGHT W/SCBA	159.30	PER SET
LEVEL "C" - TYVEK THROUGH SARANEX SUIT W/ AIR PURIFYING RESPIRATOR	69.30	PER SET
LEVEL "D" - TYVEK, POLY-TYVEK, COVERALL OR RAINGEAR SUIT WITH GLOVES, BOOTS, HARDHAT AND SAFETY GLASSES	33.30	PER SET

MINIMUM CHARGES

Four (4) hour minimum charges will apply to all call outs. Portal to Portal rates apply. Time charges include personnel, equipment and materials for preparation, mobilization, travel to and from site, demobilization, decontamination, transportation and

unloading.

DEFINITIONS

Straight
Time: Monday through Friday, from 7:00 AM to 4:00 PM

Overtime: Monday through Friday, before 7:00 AM and after 4:00 PM,
and all day on Saturdays

Premium
Time: Sundays, Following Holidays

HOLIDAYS OBSERVED

New Year's Day	Labor Day
Martin Luther King, Jr.'s Birthday	Presidents Day
Veterans Day	Memorial Day
Fourth of July	Thanksgiving Day
Day after Thanksgiving	Columbus Day
Christmas Day	

MINIMUM CHARGES

Four (4) hour minimum charges will apply to all call outs. Portal to Portal rates apply. Time charges include personnel, equipment and materials for preparation, mobilization, travel to and from site, demobilization, decontamination, transportation and unloading.

PREVAILING WAGE

An additional \$40 per hour will be added to personnel and equipment with operator rate.

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 \$5,000,000.00 per occurrence, \$10,000,000.00 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 \$2,000,000.00 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 \$2,000,000 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).

Environmental Impairment Liability Insurance. Contractor shall maintain environmental impairment liability insurance which shall be written on a form acceptable to CRIA providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. Said policy shall include an endorsement for "materials in transit". The policy limit shall be no less than \$5,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations."

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, or employees.

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.

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 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 any part 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: May 7, 2025

SUBJECT: Civic-Recreational-Industrial Authority March 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 March 31, 2025, the Expo Center generated revenues of \$108,061 and expenses of \$281,384 resulting in a net operating loss of \$173,323.

Year to date revenues amounted to \$1,414,498, which represents approximately 83% of the budgeted revenues of \$1,711,100 for the year ended June 30, 2025.

Year to date operating expenses through March 31, 2025 amounted to \$2,008,502, which represents approximately 77% of the budgeted expenses of \$2,610,200 for the year ended June 30, 2025.

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

The Expo Center received year to date net transfers of \$488,000 from the Capital Project fund through March 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, 2025 amount to \$2,677,896. The Fund has incurred \$1,211,499 of year to date expenditures through March 31, 2025 which represents approximately 49% of budgeted expenditures. Year to date transfers from the City of Industry amounted to \$2,477,999 of which \$488,000 was transferred to the Expo Center resulting in net transfers of \$1,989,999 retained in the fund.

Capital Improvement Fund:

This fund is accounting for the capital improvement projects that are budgeted for the year ending June 30, 2025. The budget is \$4,750,000. For the month ended March 31, 2025, expenditures for capital improvements amounted to \$35,976 with year to date expenditures of \$299,469. This represents 6% of total budgeted expenditures for the year ended June 30, 2025.

Description of Reports:

The monthly financial statements, as shown in Exhibit A, are a comprehensive document reflecting the financial position and the result of operations of the Authority at March 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

March 31, 2025

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

FINANCIAL STATEMENTS

March 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
March 31, 2025

Expo Center Operations

During the month ended March 31, 2025 total revenues for the Facilities and Grand Arena revenues amounted to \$108,061. There were eight events held in the Pavilion and six events in the Avalon Room, generating \$52,877 in Facilities revenues. Four events were held in the Grand Arena, generating \$55,184 in Grand Arena revenues.

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

<u>Expo Center Operations</u>	Month Ended 3/31/2025	Year To Date 3/31/2025	Amended Budget 2024-2025	% of Budget	Month Ended 03/31/2024	Year To Date 03/31/2024
Total revenues	\$ 108,061	\$ 1,414,498	\$ 1,711,100	83%	\$ 115,318	\$ 1,254,009
Expenses:						
Direct Expo Center expenses	116,780	883,227	1,077,000	82%	110,020	840,676
General and administrative expenses	164,604	1,125,275	1,533,200	73%	98,216	984,930
Total direct Expo Center expenses	281,384	2,008,502	2,610,200	77%	208,236	1,825,606
Net loss from operations	(173,323)	(594,004)	(899,100)	66%	(92,918)	(571,597)
Net loss	\$ (173,323)	\$ (594,004)	\$ (899,100)	66%	\$ (92,918)	\$ (571,597)

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

<u>Expo Center Operations</u>	Month Ended 3/31/2025	Month Ended 3/31/2025	Month Ended 3/31/2025	Month Ended 3/31/2025
	Facilities	Grand Arena	General and Admin.	Totals
Total revenues	\$ 52,877	\$ 55,184	\$ -	\$ 108,061
Expenses:				
Direct Expo Center expenses	56,090	60,690	-	116,780
General and administrative expenses	-	-	164,604	164,604
Total direct Expo Center expenses	56,090	60,690	164,604	281,384
Net (loss) income from operations	(3,213)	(5,506)	(164,604)	(173,323)
Net (loss) income for the month ended	\$ (3,213)	\$ (5,506)	\$ (164,604)	\$ (173,323)

<u>Expo Center Operations</u>	Month Ended 3/31/2024	Month Ended 3/31/2024	Month Ended 3/31/2024	Month Ended 3/31/2024
	Facilities	Grand Arena	General and Admin.	Totals
Total revenues	\$ 58,819	\$ 56,421	\$ 78	\$ 115,318
Expenses:				
Direct Expo Center expenses	48,561	61,459	-	110,020
General and administrative expenses	-	-	98,216	98,216
Total direct Expo Center expenses	48,561	61,459	98,216	208,236
Net (loss) income from operations	10,258	(5,038)	(98,138)	(92,918)
Net (loss) income for the month ended	\$ 10,258	\$ (5,038)	\$ (98,138)	\$ (92,918)

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

EXECUTIVE SUMMARY FINANCIAL STATEMENTS March 31, 2025

Summarized financial information by department for the year ending March 31, 2025 and 2024:

<u>Expo Center Operations</u>	Year To Date 3/31/2025 Facilities	Year To Date 3/31/2025 Grand Arena	Year To Date 3/31/2025 General and Admin.	Year To Date 3/31/2025 Totals
Total revenues	\$ 502,703	\$ 910,550	\$ 1,245	\$ 1,414,498
Expenses:				
Direct Expo Center expenses	433,334	449,893	-	883,227
General and administrative expenses	-	-	1,125,275	1,125,275
Total direct Expo Center expenses	433,334	449,893	1,125,275	2,008,502
Net (loss) income from operations	69,369	460,657	(1,124,030)	(594,004)
Net (loss) income year to date	\$ 69,369	\$ 460,657	\$ (1,124,030)	\$ (594,004)

<u>Expo Center Operations</u>	Year To Date 3/31/2024 Facilities	Year To Date 3/31/2024 Grand Arena	Year To Date 3/31/2024 General and Admin.	Year To Date 3/31/2024 Totals
Total revenues	\$ 392,455	\$ 860,848	\$ 706	\$ 1,254,009
Expenses:				
Direct Expo Center expenses	357,622	483,054	-	840,676
General and administrative expenses	-	-	984,930	984,930
Total direct Expo Center expenses	357,622	483,054	984,930	1,825,606
Net (loss) income from operations	34,833	377,794	(984,224)	(571,597)
Net (loss) income year to date	\$ 34,833	\$ 377,794	\$ (984,224)	\$ (571,597)

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 March 31, 2025 amounted to \$16,010,565 with \$2,173,674 representing construction in progress. This amount represents the cost of capital assets purchased or constructed over the years at the Industry Hills Expo Center and surrounding areas. No depreciation expense has been recorded in the statement of operations for the period ended March 31, 2025. It is the accounting policy of CRIA to record annual depreciation expense subsequent to the completion of the June 30, 2025 annual audit.

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

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

<u>Capital Projects Fund</u>	<u>Month Ended</u> <u>3/31/2025</u>	<u>Year To Date</u> <u>3/31/2025</u>	<u>Amended Budget</u> <u>2024-2025</u>	<u>% of</u> <u>Budget</u>
Total revenues	\$ 4	\$ 3,118	\$ 4,000	78%
Expenditures:				
General and administrative expenses	(152,702)	1,211,499	2,677,896	45%
Total expenses	(152,702)	1,211,499	2,677,896	45%
Excess of expenditures over revenues	\$ 152,706	\$ (1,208,381)	\$ (2,673,896)	45%

Capital Improvements Fund

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

Capital Improvement Program (CRIA)

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

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

EXECUTIVE SUMMARY FINANCIAL STATEMENTS March 31, 2025

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

<u>Capital Improvements Fund</u>	<u>Month Ended 3/31/2025</u>	<u>Year To Date 3/31/2025</u>	<u>Amended Budget 2024-2025</u>	<u>% of Budget</u>
Equestrian Center Capital Improvements:				
Planning, Survey and Design	\$ 12,711	\$ 136,977	\$ 1,073,000	13%
Construction Costs	-	27,964	3,565,000	1%
Small Equipment & Supplies	23,265	134,528	112,000	120%
Total expenditures	35,976	299,469	4,750,000	6%
Excess of expenditures over revenues	\$ 35,976	\$ 299,469	\$ 4,750,000	6%

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

BALANCE SHEET
AS OF MARCH 31, 2025

	<u>Capital Projects</u>	<u>Expo Center</u>	<u>Capital Improvements</u>
ASSETS			
CURRENT ASSETS:			
Cash and cash equivalents	\$ 488,609	\$ 118,244	\$ -
Investments	92,645	-	-
Accounts receivable, net	-	41,464	-
Prepaid insurance	-	12,477	-
Inventories	-	42,969	-
Deposits	-	3,000	-
Total current assets	<u>581,254</u>	<u>218,154</u>	<u>-</u>
 CAPITAL ASSETS, net	 <u>-</u>	 <u>16,010,565</u>	 <u>-</u>
 Total assets	 \$ <u><u>581,254</u></u>	 \$ <u><u>16,228,719</u></u>	 \$ <u><u>-</u></u>
 LIABILITIES AND FUND BALANCE			
CURRENT LIABILITIES:			
Accounts payable	\$ -	\$ 57,375	\$ -
Sales tax payable	-	3,836	-
Advance rental payments	-	103,165	-
Security deposits	-	41,550	-
Total current liabilities	<u>-</u>	<u>205,926</u>	<u>-</u>
 FUND BALANCE:			
Fund balance	<u>581,254</u>	<u>16,022,793</u>	<u>-</u>
Total liabilities and fund balance	\$ <u><u>581,254</u></u>	\$ <u><u>16,228,719</u></u>	\$ <u><u>-</u></u>

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

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

	Capital Projects				Expo Center				Capital Improvements			
	MONTH ENDED 3/31/2025	YEAR TO DATE 3/31/2025	2024-2025 AMENDED BUDGET	% OF AMENDED BUDGET	MONTH ENDED 3/31/2025	YEAR TO DATE 3/31/2025	2024-2025 AMENDED BUDGET	% OF AMENDED BUDGET	MONTH ENDED 3/31/2025	YEAR TO DATE 3/31/2025	2024-2025 AMENDED BUDGET	% OF AMENDED ANNUAL BUDGET
REVENUES:												
Expo center revenues	\$ -	\$ -	\$ -	0%	\$ 108,061	\$ 1,414,498	\$ 1,711,100	83%	\$ -	\$ -	\$ -	0%
Other revenues	4	3,118	4,000	78%	-	-	-	0%	-	-	-	0%
Total revenues	4	3,118	4,000	78%	108,061	1,414,498	1,711,100	83%	-	-	-	0%
EXPENDITURES:												
Operating expenses	-	-	-	0%	116,780	883,227	1,077,000	82%	35,976	299,469	4,750,000	6%
General and administrative expenses	(152,702)	1,211,499	2,677,896	45%	164,604	1,125,275	1,533,200	73%	-	-	-	0%
Total expenses	(152,702)	1,211,499	2,677,896	45%	281,384	2,008,502	2,610,200	77%	35,976	299,469	4,750,000	6%
EXCESS OF EXPENDITURES OVER REVENUES	152,706	(1,208,381)	(2,673,896)	45%	(173,323)	(594,004)	(899,100)	66%	(35,976)	(299,469)	(4,750,000)	6%
OTHER FINANCING SOURCES, NET	148,000	1,989,999	1,233,400	161%	65,000	488,000	899,100	54%	35,976	469,068	4,750,000	10%
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER EXPENDITURES	300,706	781,618	\$ (1,440,496)	-54%	(108,323)	(106,004)	\$ -	0%	-	169,599	\$ -	0%
Fund balance, beginning	280,548	(200,364)			16,131,116	16,128,797			-	(169,599)		
Fund balance, ending	\$ 581,254	\$ 581,254			\$ 16,022,793	\$ 16,022,793			-	\$ -		

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

INDUSTRY HILL EXPO CENTER
STATEMENT OF CASH FLOWS
FOR THE YEAR TO DATE ENDED MARCH 31, 2025

	<u>AMOUNT</u>
CASH FLOWS FROM OPERATING ACTIVITIES	
Net loss before transfers and other credits	\$ (594,004)
Adjustments to reconcile net loss to net cash used in operating activities:	
Change in operating assets and liabilities:	
Accounts receivable, net	58,026
Prepaid insurance	(3,481)
Inventories	9,426
Accounts payable	40,467
Sales tax payable	(1,817)
Advance rental payments	(27,376)
Security deposits	350
Net cash used in operating activities	<u>(518,409)</u>
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES	
Other financing sources	<u>488,000</u>
NET CHANGE IN CASH	(30,409)
Cash at July 1, 2024	148,653
Cash at March 31, 2025	<u>\$ 118,244</u>

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

<u>Expo Center Operations</u>	MONTH ENDED 3/31/2025	YEAR TO DATE 3/31/2025	AMENDED BUDGET 2024-2025	% OF AMENDED BUDGET	MONTH ENDED 03/31/2024	YEAR TO DATE 03/31/2024
Expo revenues						
Facilities rentals	\$ 30,660	\$ 253,073	\$ 240,800	105%	\$ 24,841	\$ 182,336
Facilities rentals - bar sales	25,105	194,708	219,100	89%	27,175	166,212
Facilities - security	5,736	43,062	46,600	92%	5,684	36,484
Facilities - food	-	-	1,600	0%	219	1,023
Facilities - insurance	700	7,765	8,500	91%	900	6,400
Facilities - other	(9,726)	2,154	900	239%	-	-
Facilities - concessions	402	1,941	-	0%	-	-
Grand Arena - special events rentals	6,000	146,500	182,900	80%	13,000	134,923
Grand Arena - outdoor arena rentals	-	6,900	8,000	86%	-	4,000
Grand Arena - show barn stall rentals	875	32,855	51,400	64%	875	40,445
Grand Arena - shaving sales	-	4,912	6,800	72%	-	3,792
Grand Arena - security	9,748	71,588	82,800	86%	13,525	59,357
Grand Arena - trailer parking	290	59,842	66,200	90%	-	38,490
Grand Arena - bar sales	14,292	293,727	382,600	77%	8,238	315,710
Grand Arena - food	-	-	100	0%	-	-
Grand Arena - parking	18,410	190,408	262,300	73%	12,340	168,481
Grand Arena - other	5,569	103,818	149,700	69%	8,443	95,650
Total revenues	<u>108,061</u>	<u>1,413,253</u>	<u>1,710,300</u>	83%	<u>115,240</u>	<u>1,253,303</u>
Direct general and administrative revenues						
G&A- Other	-	1,245	800	156%	78	706
Expo expenses						
Cost of sales	10,195	147,359	148,700	99%	9,682	132,939
Bar supplies	64	5,464	7,500	73%	556	5,639
Promotional banquet	-	-	400	0%	-	161
Feed	-	-	-	0%	-	367
Contract labor/wages	89,662	492,113	622,600	79%	49,992	474,689
Furniture/fixtures & equipment	1,578	37,544	39,900	94%	16,315	25,232
Facilities - insurance	-	-	-	0%	-	1,000
Miscellaneous	(7,561)	3,051	12,700	24%	-	1,590
Promotional	1,000	1,000	9,500	11%	-	17,787
Property maintenance	-	15,814	17,900	88%	2	5,394
Repairs and maintenance	-	-	300	0%	-	913
Racer purse payout	12,700	79,699	-	-	8,578	67,222
Sales tax	-	628	700	90%	442	1,064
Security - Grand Arena	-	-	87,200	0%	-	2,800
Security - Facilities	6,068	43,410	56,600	77%	10,782	48,189
Shavings	-	3,551	5,200	68%	16	2,916
Supplies	3,074	39,396	46,900	84%	2,590	29,613
Equipment rental	-	14,198	20,900	68%	11,067	23,161
Total Expo expenses	<u>116,780</u>	<u>883,227</u>	<u>1,077,000</u>	82%	<u>110,022</u>	<u>840,676</u>
Operating net income before direct G & A and CRIA indirect expenses	<u>(8,719)</u>	<u>531,271</u>	<u>634,100</u>	84%	<u>5,296</u>	<u>413,333</u>
Direct general and administrative expenses						
Office supplies	-	14,927	19,000	0%	-	3,893
Travel and meetings	-	100	700	14%	-	232
Dues, subscriptions, books, etc.	1,021	12,137	21,400	57%	-	17,994
Equipment rental/lease	1,984	8,668	10,100	86%	811	9,176
Furniture/fixtures & equipment	10,122	14,292	6,800	210%	-	6,977
Telephone	1,512	13,729	18,300	75%	1,304	12,996
Postage	89	1,953	1,200	163%	468	1,020
Miscellaneous	7,176	31,104	24,900	125%	3,119	18,791
Professional services	25,229	255,610	371,600	69%	26,627	231,786
Repairs and equipment	-	3,949	2,500	158%	-	3,482
Vehicle expenses	-	22,262	37,900	59%	-	30,552
Insurance and bonds	1,134	10,387	11,800	88%	1,124	10,118
Supplies	3,468	32,715	43,200	76%	3,409	30,544
Contract labor/administrative wages	84,432	393,864	521,200	76%	37,797	314,703
Property maintenance	14,841	123,407	152,400	81%	9,377	106,438
Utilities	13,596	186,171	290,200	64%	14,178	186,228
Total direct general and administrative expenses	<u>164,604</u>	<u>1,125,275</u>	<u>1,533,200</u>	73%	<u>98,214</u>	<u>984,930</u>
EXCESS OF EXPENDITURES OVER REVENUES	\$ <u>(173,323)</u>	\$ <u>(594,004)</u>	\$ <u>(899,100)</u>	66%	\$ <u>(92,918)</u>	\$ <u>(571,597)</u>

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

REVENUES:	MONTH ENDED 3/31/2025	YEAR TO DATE 3/31/2025	AMENDED BUDGET 2024-2025	% OF AMENDED BUDGET
Other revenues	\$ 4	\$ 3,118	\$ 4,000	78%
GENERAL AND ADMINISTRATIVE EXPENDITURES:				
Salaries - board	3,835	34,509	48,000	72%
Payroll taxes	-	-	4,000	0%
Life insurance, state comp, and LTC	-	-	1,000	0%
Medicare/disability	55	500	1,000	50%
PARS - ARS	144	1,294	2,000	65%
Landscaping	(284,119)	57,936	950,000	6%
Taxes and assessments	-	287	-	0%
Legal	4,589	4,589	16,000	29%
Professional services	11,007	231,946	335,000	69%
Accounting	162	1,343	2,000	67%
Small equipment and supplies	137	1,094	2,000	55%
Vehicle expenses	742	4,574	10,000	46%
General engineering	18,420	105,629	200,000	53%
Printing/photography	265	663	-	0%
Security	50,719	443,256	658,896	67%
Property maintenance	21,755	271,248	400,000	68%
Furniture, equipment & fixtures	-	-	5,000	0%
Utilities	4,274	20,465	28,000	73%
Reclaimed water	15,313	15,313	15,000	
Other	-	16,853	-	0%
Total general and administrative expenditures	(152,702)	1,211,499	2,677,896	45%
EXCESS OF EXPENDITURES OVER REVENUES	\$ 152,706	\$ (1,208,381)	\$ (2,673,896)	45%

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

EXPENDITURES	MONTH ENDED 3/31/2025	YEAR TO DATE 3/31/2025	AMENDED BUDGET 2024-2025	% OF AMENDED BUDGET
Equestrian Center Capital Improvements:				
Planning, Survey and Design	\$ 12,711	\$ 136,977	1,073,000	13%
Construction Costs	-	27,964	3,565,000	1%
Small Equipment & Supplies	23,265	134,528	112,000	120%
Total expenditures	<u>35,976</u>	<u>299,469</u>	<u>4,750,000</u>	6%
EXCESS OF EXPENDITURES OVER REVENUES	\$ <u>35,976</u>	\$ <u>299,469</u>	\$ <u>4,750,000</u>	6%

ITEM NO. 7.2

Verbal Presentation