



ANNOTATED AGENDA

Antioch City Council REGULAR MEETING

**Including the Antioch City Council acting as
Housing Successor to the Antioch Development Agency**

Date: Tuesday, September 10, 2024

**Time: 6:30 P.M. – Closed Session
7:00 P.M. – Regular Meeting**

**Place: Council Chambers
200 'H' Street
Antioch, CA 94509**

City Council meetings are televised live on Comcast channel 24, AT&T U-verse channel 99, or live stream (at www.antiochca.gov). Please see the inside cover for detailed Speaker Rules.

PLEASE TURN OFF CELL PHONES BEFORE ENTERING COUNCIL CHAMBERS.

Lamar A. Hernandez-Thorpe, Mayor
Monica E. Wilson, Mayor Pro Tem (District 4)
Tamisha Torres-Walker, Council Member District 1
Michael Barbanica, Council Member District 2
Lori Ogorchock, Council Member District 3

Ellie Householder, City Clerk
Lauren Posada, City Treasurer
Kwame P. Reed, Acting City Manager
Thomas Lloyd Smith, City Attorney

ACCESSIBILITY: In accordance with the Americans with Disabilities Act and California law, it is the policy of the City of Antioch to offer its public programs, services and meetings in a manner that is readily accessible to everyone, including individuals with disabilities. If you are a person with a disability and require information or materials in an appropriate alternative format; or if you require any other accommodation, please contact the ADA Coordinator at the number or address below at least 72 hours prior to the meeting or when you desire to receive services. Advance notification within this guideline will enable the City to make reasonable arrangements to ensure accessibility. The City's ADA Coordinator can be reached @ Phone: (925) 779-6950, and e-mail: publicworks@antiochca.gov.

Notice of Availability of Reports

This agenda is a summary of the actions proposed to be taken by the City Council. For almost every agenda item, materials have been prepared by the City staff for the Council's consideration. These materials include staff reports which explain in detail the item before the Council and the reason for the recommendation. The materials may also include resolutions or ordinances which are proposed to be adopted. Unless otherwise noted, City Council actions include a determination that the California Environmental Quality Act (CEQA) does not apply. The Council meets regularly on the second and fourth Tuesdays of the month at 7:00 p.m., with Closed Sessions often occurring before or after the regular meeting. City Council Agendas, including Staff Reports are posted onto our City's Website 72 hours before each Council Meeting. To be notified when the agenda packets are posted onto our City's Website, simply click on this link: [Notifications – City of Antioch, California \(antiochca.gov\)](https://www.antiochca.gov/notifications) and enter your e-mail address to subscribe. To view the agenda information, click on the following link: [City Council – City of Antioch, California \(antiochca.gov\)](https://www.antiochca.gov/city-council). Questions may be directed to the staff member who prepared the staff report, or to the City Clerk's Office, who will refer you to the appropriate person.

Notice of Opportunity to Address Council

The public has the opportunity to address the City Council on each agenda item. To address the Council, fill out a Speaker Request form and place in the Speaker Card Tray near the City Clerk before the meeting begins. This will enable us to call upon you to speak. Comments regarding matters not on this Agenda may be addressed during the "Public Comments" section. No one may speak more than once on an agenda item or during "Public Comments". The Speaker Request forms are located at the entrance of the Council Chambers. Please see the Speaker Rules on the inside cover of this Agenda.

6:30 P.M. ROLL CALL – CLOSED SESSION – for Council Members – *Council Members District 3 Ogorchock, Mayor Pro Tem (District 4) Wilson, and Mayor Hernandez-Thorpe (Council Member District 1 Torres-Walker arrived at 6:32 p.m.) [Council Member District 2 Barbanica – Absent]*

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS *for Closed Session – None*

CLOSED SESSION:

- 1) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION –**
pursuant to California Government Code section 54956.9: Kimberly Kirkland v. City of Antioch, Superior Court of California Contra Costa County (Case No. C23-01113).
City Council voted to approve to settle case in the amount of \$55,000, 4/0 [Barbanica Absent]

6:31 P.M. MOTIONED TO ADJOURN TO CLOSED SESSION

7:01 P.M. ROLL CALL – REGULAR MEETING – for City /City Council Members acting as Housing Successor to the Antioch Development Agency – *All Present*

PLEDGE OF ALLEGIANCE

CITY ATTORNEY TO REPORT OUT ON CLOSED SESSION

COUNCIL REGULAR AGENDA – Continued from August 27, 2024, Council Meeting

1. 2023 ANNUAL MILITARY EQUIPMENT REPORT

Approved, 5/0

Recommended Action: It is recommended that the City Council review and approve the 2023 Annual Military Equipment Report.

2. RESPONSE TO GRAND JURY REPORT NO. 2405, “CHALLENGES FACING THE CITY OF ANTIOCH”

Reso No. 2024/124 adopted with amendments, 3/1/1-(Ogorchock-No), (Barbanica-Abstained)

Recommended Action: It is recommended that the City Council adopt the resolution to approve the response to the Grand Jury report: “Challenges Facing the City of Antioch” and authorize the Mayor to sign it.

3. DESIGNATION OF A VOTING DELEGATE AND ALTERNATE DELEGATE FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE AND AUTHORIZATION FOR ASSOCIATED CONFERENCE EXPENSES NOT TO EXCEED \$2,238 PER PARTICIPANT

Appointed Council Member Torres-Walker as the Voting Delegate, Appointed Mayor Hernandez-Thorpe as the Alternate Delegate; and approved the conference expenses, 5/0

Recommended Action: It is recommended that the City Council appoint a Voting Delegate and Alternate Delegate for the 2024 League of California Cities Annual Conference. It is further recommended that the Council authorize the associated conference expenses for one participant in an amount not to exceed \$2,238.

MAYOR PRO TEM WILSON REQUESTED A MOTION TO SUSPEND THE RULES TO MOVE UP COUNCIL REGULAR AGENDA ITEM #12 TO BE HEARD AS THE NEXT ORDER OF BUSINESS; APPROVED, 5/0

COUNCIL REGULAR AGENDA

12. CITY COUNCIL APPOINTMENT OF STANDBY CITY COUNCIL MEMBERS

Recommended Action: It is recommended that the City Council appoint the following nominees as standby city council members:

- Mayor Hernandez-Thorpe: 1) Filled; 2) Filled;
3) Appointed Ricka Davis Sheard, 5/0

- Council Member (District 1) Torres-Walker: 1) Filled; 2) Filled;
3) Appointed Raymond Rodriguez, 5/0

4. PROCLAMATIONS

- 9/11 Day of Service and Remembrance, September 11, 2024
- In Honor of Hispanic Heritage Month, September 2024

Approved, 5/0

Recommended Action: It is recommended that the City Council approve the proclamations.

5. ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

- BIG TRUCK DAY – September 19, 2024
 - Antioch Community Center, 4703 Lone Tree Way, Antioch, CA
- CALIFORNIA COASTAL CLEANUP DAY – September 21, 2024
 - Antioch Marina and Antioch Water Park, Antioch, CA

6. ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

- CONTRA COSTA COUNTY MOSQUITO & VECTOR CONTROL BOARD
- ECONOMIC DEVELOPMENT COMMISSION

PUBLIC COMMENTS – *Members of the public may comment only on unagendized items. The public may comment on agendized items when they come up on this Agenda.*

CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS

MAYOR’S COMMENTS

7. PRESENTATION – BUILD Internship Presentation

8. CONSENT CALENDAR for City /City Council Members acting as Housing Successor to the Antioch Development Agency

A. APPROVAL OF COUNCIL MEETING MINUTES FOR AUGUST 13, 2024

Approved, 5/0

Recommended Action: It is recommended that the City Council approve the Meeting Minutes.

CONSENT CALENDAR for City /City Council Members acting as Housing Successor to the Antioch Development Agency – Continued

- B.** APPROVAL OF COUNCIL MEETING MINUTES FOR AUGUST 27, 2024 **Approved, 5/0**
Recommended Action: It is recommended that the City Council approve the Meeting Minutes.
- C.** APPROVAL OF COUNCIL WARRANTS **Approved, 5/0**
Recommended Action: It is recommended that the City Council approve the warrants.
- D.** APPROVAL OF HOUSING SUCCESSOR WARRANTS **Approved, 5/0**
Recommended Action: It is recommended that the City Council approve the warrants.
- E.** APPROVAL OF TREASURER'S REPORT FOR MAY 2024 **Received and filed, 5/0**
Recommended Action: It is recommended that the City Council receive and file the May 2024 Treasurer's Report.
- F.** APPROVAL OF TREASURER'S REPORT FOR JUNE 2024 **Received and filed, 5/0**
Recommended Action: It is recommended that the City Council receive and file the June 2024 Treasurer's Report.
- G.** SECOND READING: ORDINANCE ADDING CHAPTER 6 TO TITLE 11 (JUST CAUSE EVICTION ORDINANCE) *(Introduced on August 27, 2024)* **Ord No. 2240-C-S adopted, 5/0**
Recommended Action: It is recommended that the City Council adopt the proposed Ordinance Adding Chapter 6 to Title 11 of the Antioch Municipal Code Providing Just Cause Eviction Protection within the City of Antioch.
- H.** SECOND READING OF ORDINANCE: COUNCILMEMBER COMPENSATION – SENATE BILL 329 INCREASES THE COMPENSATION LIMITS FOR CITY COUNCILMEMBERS *(Introduced on August 27, 2024)* **Ord No. 2241-C-S adopted, 4/1-(Ogorchock-No)**
Recommended Action: It is recommended that the City Council adopt the ordinance increasing councilmember compensation to one thousand nine hundred dollars (\$1,900) per month for a total of twenty-two thousand eight hundred dollars (\$22,800) per year.

CONSENT CALENDAR for City /City Council Members acting as Housing Successor to the Antioch Development Agency – Continued

I. AWARD OF PROPOSAL NO. 946-0701-24G FOR LOCKBOX SERVICES

Reso No. 2024/125 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution awarding the Lockbox Services Agreement, Proposal No. 946-0701-24G, to RT Lawrence Corporation for the charges and fees as proposed, estimated at a total cost of \$83,750 for a term of five years and authorizing the Acting City Manager to execute the agreement.

J. AWARD OF AGREEMENT TO NAVIGATING PREPAREDNESS ASSOCIATES FOR HAZARD MITIGATION PLAN PREPARATION

Reso No. 2024/126 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution:

- 1) Awarding the agreement to Navigating Preparedness Associates for Hazard Mitigation Plan Preparation beginning September 10, 2024, through final FEMA approval of the plan (tentative approval date of March 2025) in the amount of \$63,500 with an option to extend the agreement annually for the five (5) year period the Hazard Mitigation Plan is active; and
- 2) Authorizing the Acting City Manager to execute the agreement in a form approved by the City Attorney.

K. AMENDMENT TO THE CONSTRUCTION AGREEMENT WITH CONSOLIDATED ENGINEERING INC. FOR THE NEIGHBORHOOD TRAFFIC CALMING PROJECT (P.W. 282-19A)

Reso No. 2024/127 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution approving an amendment to the construction agreement with Consolidated Engineering Inc. for the Neighborhood Traffic Calming Project in the amount of \$17,839.50, for a total contract amount of \$395,789.50.

CONSENT CALENDAR for City /City Council Members acting as Housing Successor to the Antioch Development Agency – Continued

L. UNHOUSED RESIDENTS’ SERVICES – AMENDMENT NO. 1 TO SUPPORTIVE SERVICES AGREEMENT WITH BAY AREA COMMUNITY SERVICES

Reso No. 2024/128 adopted in the amount of \$818,771.24, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution:

- 1) Authorizing the Acting City Manager to execute Amendment No. 1 to the Bay Area Community Services (BACS) for supportive services associated with the City's Non-Congregate Bridge Housing Program; and
- 2) Authorizing the Acting City Manager or designee to make the necessary Fiscal Year 2024-2025 budget adjustments.

M. RESOLUTION TO CHANGE AUTHORIZED SIGNATORY TO SUBMIT ANNUAL APPLICATION FOR PERMANENT LOCAL HOUSING ALLOCATION (PLHA) FUNDING

Recommended Action: It is recommended that the City Council:

Reso No. 2024/129 adopted, 5/0

- 1) Adopt the resolution to rescind Resolution No. 2020/110.

Reso No. 2024/130 adopted, 5/0

- 2) Adopt the resolution authorizing the City Manager or Acting City Manager to execute the Permanent Local Housing Allocation Program Application, the Permanent Local Housing Allocation Standard Agreement and any subsequent amendment or modifications.

PUBLIC HEARING/ CITY OF ANTIOCH COUNCIL MEMBERS ACTING AS HOUSING SUCCESSOR TO THE ANTIOCH DEVELOPMENT AGENCY

9. PUBLIC HEARING TO REVIEW THE FISCAL YEAR 2023-24 CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT (CAPER) FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), HOUSING SUCCESSOR, AND PERMANENT LOCAL HOUSING ALLOCATION (PLHA) FUNDS

Received and filed, 5/0

Recommended Action: It is recommended that the City Council receive and consider public comment on the Fiscal Year 2023-24 CAPER year-end report, detailing achievements of programs funded with CDBG, Housing Successor and PLHA funds for housing, homeless, and community services to improve the quality of life of lower income Antioch residents and neighborhoods.

COUNCIL REGULAR AGENDA – Continued

10. RECEIVE REPORT ON UTILITY REVENUE REQUIREMENTS AND ADOPT RESOLUTION SETTING PUBLIC HEARING FOR WATER CHARGE INCREASES FOR NOVEMBER 12, 2024, AND AUTHORIZING DISTRIBUTION OF PROPOSITION 218 NOTICES

Reso No. 2024/131 adopted, 4/1-(Hernandez-Thorpe-No)

Recommended Action: It is recommended that the City Council adopt a resolution setting a Public Hearing on proposed Water Service Charge adjustments and authorize the distribution of Proposition 218 notices addressing proposed adjustments and notifying owners of the public hearing on this issue.

[ITEM #12 MOVED UP IN THE AGENDA]

11:00 P.M. COUNCIL MEMBERS DISTRICT 2 BARBANICA AND DISTRICT 3 OGORCHOCK LEFT THE MEETING AFTER THE VOTE ON ITEM #10.

13. RESOLUTION FOR APPROVAL OF CANNABIS OPERATING AGREEMENT FOR 2615 SOMERSVILLE RD LLC DBA FLAVORS ANTIOCH

**Reso No. 2024/132 adopted, 3/0
[Barbanica and Ogorchock-Absent]**

Recommended Action: It is recommended that the City Council:

- 1) Adopt a resolution approving a cannabis operating agreement between the City and 2615 Somersville Rd LLC dba Flavors Antioch (“Flavors Antioch”); and
- 2) Authorize the Acting City Manager to execute the agreement in a form approved by the City Attorney.

11:02 P.M. BREAK

11:03 P.M. RECONVENED – Council Members District 1 Torres-Walker, Mayor Pro Tem (District 4) Wilson, and Mayor Hernandez-Thorpe [Council Members District 2 Barbanica and District 3 Ogorchock – Absent]

MOTION TO ADJOURN – After Council Communications and Future Agenda Items, the Mayor will make a motion to adjourn the meeting. A second motion is required, and then a majority vote is required to adjourn the meeting.

**Motioned to adjourn meeting at 11:03 p.m., 3/0
[Council Members District 2 Barbanica and District 3 Ogorchock – Absent]**

COUNCIL REGULAR AGENDA – Continued

11. AMENDMENT OF EMPLOYEE REFERRAL AND RECRUITMENT SIGNING BONUS AND INCENTIVE PROGRAM FOR PEACE OFFICERS, ADDITION OF INCENTIVE PROGRAM FOR DISPATCHERS

Recommended Action: It is recommended that the City Council adopt the resolution:

- 1) Authorizing the Acting City Manager or designee to continue the employee referral and recruitment signing bonus and incentive program for qualified lateral and entry-level (academy graduate and recruit) Peace Officers;*
- 2) Introducing a \$10,000 signing bonus for newly hired Police Dispatchers to be paid in two increments: \$5,000 upon successful completion of the Dispatch Training Program and \$5,000 upon successful completion of two (2) years of employment with the City of Antioch Police Department Dispatch Center; and*
- 3) Authorizing the necessary budget through June 30, 2025, of up to \$350,000.*

14. CITY COUNCIL REQUESTED DISCUSSION ITEM – DISCUSSION ON REVISIONS TO OVERNIGHT/CAMPING ORDINANCE

Recommended Action: It is recommended that the City Council discuss and provide direction to City staff.

15. CITY COUNCIL REQUESTED DISCUSSION ITEM – DISCUSSION ON ADOPTING COMMUNITY POLICING RESOLUTION

Recommended Action: It is recommended that the City Council discuss and provide direction to City staff.

PUBLIC COMMENTS

STAFF COMMUNICATIONS

COUNCIL COMMUNICATIONS AND FUTURE AGENDA ITEMS – *Council Members report out various activities and any Council Member may place an item for discussion and direction on a future agenda. Timing determined by Mayor and Acting City Manager – no longer than 90 days.*

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 10, 2024
TO: Honorable Mayor and Members of the City Council
SUBMITTED BY: Joseph Vigil, Police Captain
APPROVED BY: Brian Addington, Interim Chief of Police
SUBJECT: 2023 Annual Military Equipment Report

RECOMMENDED ACTION

It is recommended that the City Council review and approve the 2023 Annual Military Equipment Report.

FISCAL IMPACT

There is no fiscal impact in accepting this report.

DISCUSSION

Assembly Bill 481 (AB 481), approved on September 30, 2021, by Governor Gavin Newsom (codified as Chapter 12.8 of the California Government Code and commencing with section 7070 et seq.), requires all local law enforcement agencies obtain approval from the applicable governing body (City Council) via adoption of a “military equipment” use policy by ordinance prior to requesting, seeking funding, acquiring, collaborating with other jurisdictions about the deployment of military equipment, or using military equipment.

Section 7072 of the Government Code requires departments to prepare an annual equipment report. Section 7071 requires agencies submit reports to their governing bodies annual detailing the following:

1. A summary of how the military equipment was used and the purpose of its use.
2. A summary of any complaints or concerns received concerning the military equipment.
3. The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.

4. The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
5. The quantity possessed for each type of military equipment.
6. If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

(a) Within 30 days of submitting and publicly releasing an annual military equipment report pursuant to this section, the law enforcement agency shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and the law enforcement agency's funding, acquisition, or use of military equipment.

On June 17, 2024, the Antioch Police Department presented the Annual Military Equipment Report to the Antioch Police Oversight Commission.

The police department worked with commission members to clarify wording in the report as well as define separate heading sections. A clear process, specific for military equipment, was created for community members to ask questions, express concerns, and make complaints.

On August 5, 2024, the 2023 the Annual Military Equipment Report was presented and approved by the Antioch Police Oversight Commission.

ATTACHMENTS

A. 2023 Annual Military Equipment Report

ANTIOCH POLICE DEPARTMENT

Brian Addington, Interim Chief of Police



2023 ANNUAL MILITARY EQUIPMENT USE REPORT

Introduction

On September 30, 2021, the Governor of the State of California approved Assembly Bill 481 (codified as Chapter 12.8 of the California Government Code) requiring law enforcement agencies to have a military equipment use policy approved by the City Council prior to requesting, seeking funding, acquiring or using items that it defined as military equipment. Assembly Bill 481 allows the governing body to approve the policy within its jurisdiction only if it determines that the military equipment meets specified standards.

On May 24, 2022, the Antioch City Council approved Ordinance 2213-C-S, approving Antioch Police Department Policy #706: Military Equipment Use Policy. On May 23, 2023, the Antioch City Council accepted the APD Military Equipment Report for 2022 and approved the continued use of that equipment.

As required by Assembly Bill 481 and the Ordinance, annually, the Antioch Police Department must prepare a report on the use of each type of military equipment approved in the Policy over the last year. Subsequently, the City Council must then review the Ordinance, Policy and Annual Report, and determine whether the Department's use of the defined military equipment in the past year complied with the Policy, and whether to continue the Ordinance and Policy, take action (by ordinance) to modify the Policy or repeal the Ordinance.

As the Policy outlines, the Antioch Police Department retains and employs limited equipment that falls under this legislation and subsequent law to safeguard its community. Antioch Police Department officers, certified instructional staff, and specialized units receive training throughout the year on the use of this equipment approved under the Policy.

This annual report outlines the Antioch Police Department's military equipment inventory and usage and community complaints over the use of military equipment from January 1, 2023, through December 31, 2023. It also outlines the proposed purchase of new and/or replacement equipment during 2024. In the future, the Department will submit its Military Equipment Annual Report to the City Council in May of each year in compliance with AB481.

Antioch Police Department Military Use Policy (706)

Antioch Police Department's Military Use Policy (706) requires the Police Department to present an annual report to the City Council. The annual report, as mandated by Government Code sections 7071 & 7072, requires the police department to present the following:

1. A summary of how the military equipment was used and the purpose of its use.
2. A summary of any complaints or concerns received concerning the military equipment.

ANTIOCH POLICE DEPARTMENT

Brian Addington, Interim Chief of Police



3. The results of any internal audits, information about military equipment use policy violations, and any actions taken in response.
4. The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
5. The quantity possessed for each type of military equipment.
6. If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

Summary of Use

The Antioch Police Department used military equipment in two incidents described below:

APD Case # 23-1863
March 15, 2023

Summary of Incident: The Antioch Police Department SWAT Team served an arrest and search warrant related to an armed robbery and carjacking investigation.

Type of Military Equipment Used: Armored Rescue Vehicle, Unmanned Aerial Systems, and Mobile Command Center. Precision Rifles and appropriate ammunition were deployed, but not fired during this operation. Additionally, noise and flash distraction devices were deployed during this operation.

APD Case # 23-6185
August 15, 2023

Summary of Incident: Officers responded to a domestic violence incident where a man was reported to be armed with a firearm. The man was uncooperative and would not comply with orders to get on the ground. Officers feared he was armed with a firearm, so an officer deployed a less-lethal kinetic energy projectile that shot a sponge round at the man's abdomen. The sponge round hit the man and had no effect. The officer fired a second CS sponge round and again struck the man in the abdomen, prompting him to comply. No firearm was located.

In addition to the two incidents listed above, officers used Unmanned Aerial Systems (drones) numerous times on various calls throughout the year. Usage ranged from crime mapping, area checks, locating suspects, victims, witnesses, and lost individuals to checking and clearing large spaces and closed spaces and checking areas over the city's waterways. The flight time related to use was approximately 44 hours.

ANTIOCH POLICE DEPARTMENT

Brian Addington, Interim Chief of Police



Complaints and Concerns

An audit of the 2023 complaints found no complaints regarding deploying or using the listed equipment.

Internal Audits

Internal audits of the listed equipment regarding deployment and use did not yield any policy violations or deployment concerns.

Inventory and Annual Costs

1. Armored Rescue Vehicle

International, NAVSTAR, MAXXPRO M1224. Quantity 1

A. Fiscal Impact

Annual maintenance cost of approx. \$2000

B. Training

All drivers of the MAXXPRO attend formalized instructions and are trained in the operation and driving of this vehicle.

2. Command and Control Vehicle (Mobile Command Center)

2008 Chevrolet Kodiak 5500Box Truck (custom built) vehicle. Quantity 1

A. Fiscal Impact

Annual maintenance cost of approx. \$2000.

B. Training

Drivers complete a closed course training block of instruction annually.

3. Unmanned Aerial Systems

- a. Da-Jaing Innovations (DJI) Mavic 2 Enterprise Advanced, cost \$6500.00, Quantity 6
- b. DJI Mavic 2 Dual, cost \$2,759.00, Quantity 2
- c. DJI Mavic Enterprise Zoom, \$2,495.00, Quantity 2
- d. DJI Air 2, \$1,998.00, Quantity 4
- e. DJI Mini 2, \$600.00, Quantity 2
- f. DJI Mini Pro, cost \$1,737.00, Quantity 1
- g. DJI M-30, cost \$14,657.00, Quantity 1
- h. DJI Avata Pro, cost \$2,856.00, Quantity 2
- i. DJI Mavic 3E, cost \$3628.00, Quantity 1

A. Fiscal Impact

Annual maintenance and battery replacement cost is approx. \$7,500.00.

3 Older model DJI Mavic were traded in for 2 DJI Mavic 2 Duals and the DJI M-30.

B. Training

All UAS operators are licensed by the Federal Aviation Administration (FAA) for UAS operations. The training for this certification is 40 hours for the basic certification. The advanced operation certification class is 20 hours, and the night certification is a 30-hour class. All drone

ANTIOCH POLICE DEPARTMENT

Brian Addington, Interim Chief of Police



training classes the police department uses are POST-certified. You must be certified to operate the drones for duty use.

4. Specialized Firearms and Ammunition

- A. Colt ArmaLite Rifle (AR)-15 rifle. Quantity 41
- B. M4 AR-15 rifle. Quantity 6
- C. Colt Commando Short Barrel (SB) rifle. Quantity 10
- D. Heckler & Koch (H&K) UMP. Quantity 5
- E. Remington 700 bolt action rifle. Quantity 5
- F. Federal brand .223 caliber rifle ammunition. Quantity 250 cases.
- G. Ruag brand .308 caliber rifle ammunition. Quantity 2 cases.

B. Fiscal Impact

Annual maintenance is approx. \$50 for each rifle. Ammunition purchased as needed, \$1000-\$5,000.00 depending on order size.

C. Training

Officers must attend a POST-certified rifle course or the FBI-certified rifle course to use a rifle. Both courses are 16 hours in length, and officers must requalify annually.

5. Kinetic Energy Projectile Launch Platforms and Projectiles

- a. Penn Arms Model L140-4. Quantity 20.
- b. Remington 870 Less lethal Shotgun. Quantity 2
 - i. Both have orange stocks and foregrips and are identified as non-lethal munition launchers.
- c. Projectiles
 - i. Combined Tactical Systems (CTS) direct impact sponge round. Quantity 200
 - ii. CTS Frangible CS round. Quantity 60
 - iii. CTS Ferrett round. Quantity 100
 - iv. CTS LC5 Launching Cups. Quantity 4
 - v. CTS 2600 12-gauge launch cartridge. Quantity 100

A. Fiscal Impact

The L140-4's annual maintenance costs are approximately \$50.00 each, and the purchase of new munitions costs approximately \$900- \$2000 annually.

B. Training

40 mm instructors attend a POST-certified instructor's course and then instruct officers within the department on its use and capabilities. The POST-certified instructor course is 16 hours, and the officer user course is 4 hours.

6. Diversionary Devices (Flashbang)

- a. TS Flashbang (single use) #7290, Cost \$ 50.00. Quantity 60
- b. CTS Flashbang (triple single) #7290-3, Cost \$104.00. Quantity 4

A. Fiscal Impact

ANTIOCH POLICE DEPARTMENT

Brian Addington, Interim Chief of Police



No annual maintenance, purchased as needed approx. \$1239.00 - \$2500.00.

B. Training

Officers must attend the 16-hour POST-certified Diversionary Device Instructor course to deploy diversionary devices.

7. Chemical Agent and Smoke Canisters

- a. CTS CS Baffled Grenade #5230B. Quantity 35
- b. CTS CS Smoke Canister #8230. Quantity 60
- c. CTS Smoke Canister #5230 Quantity 45

B. Fiscal Impact

No annual maintenance costs, purchased as needed \$770.00-\$2000.00.

C. Training

Officers using the abovementioned equipment must attend a 40-hour POST-certified course on chemical munitions.

Conclusion

APD does not intend to acquire additional military equipment. However, future attempts to obtain new equipment will include adhering to procedures outlined in our department policy and remaining consistent with the Military Equipment inventory list, policy, and department budget, previously approved by the City Council.

There are some cases when military equipment is used or displayed that may cause concerns or raise questions from community members. In those instances, there is a process where community members can ask questions, express concerns, and make a complaint about the equipment's use. These questions, concerns, and complaints can be directed to the police department through the complaint process on the police department's website (<https://www.antiochca.gov/comment-forms/police-comments-complaints-recommendations/>) or directly to the Chief of Police at APDfeedback@antiochca.gov.

End of Report

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 10, 2024
TO: Honorable Mayor and Members of the City Council
SUBMITTED BY: Kwame P. Reed, Acting City Manager *KPR*
SUBJECT: Response to Grand Jury Report No. 2405,
"Challenges Facing the City of Antioch"

RECOMMENDED ACTION

It is recommended that the City Council adopt the resolution to approve the attached response to the Grand Jury report: "Challenges Facing the City of Antioch" (Attachment B, Exhibit 1) and authorize the Mayor to sign it.

FISCAL IMPACT

Responding to the Grand Jury report required staff time. Fiscal impacts of implementing the recommendations in the report are not yet identified.

DISCUSSION

Early in California's history, the California Constitution established grand juries in each county. The California Penal Code § 933(c) includes provisions on the formation of grand juries and the powers and duties of grand juries. With respect to public agencies, grand juries are authorized to "investigate and report upon the operations, accounts, and records of the officers, departments, functions and the method or systems of performing the duties of any such city or joint powers agency and make such recommendations as it may deem proper and fit." (Cal. Penal Code § 925a) Within 90 days after the grand jury submits a report regarding the operations of any public agency, the governing body of the public agency shall comment to the presiding judge of the superior court findings and recommendations pertaining to matters under the control the governing body.

In June 2024, the City of Antioch received the attached Grand Jury report entitled, "Challenges Facing the City of Antioch". Due to the nature of the report, City staff contacted each Councilmember to provide input into the attached response. Input into the attached response has been provided by Mayor Hernandez-Thorpe and Councilmember Ogorchock.

ATTACHMENTS

- A. Resolution
- B. Civil Grand Jury Report 2405 - Challenges Facing the City of Antioch
- C. City Response to Grand Jury Report (Exhibit 1)

ATTACHMENT "A"

RESOLUTION NO. 2024-XXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AUTHORIZING THE MAYOR TO FORWARD A RESPONSE TO GRAND JURY REPORT NO. 2405- CHALLENGES FACING THE CITY OF ANTIOCH

WHEREAS, the City of Antioch received Grand Jury Report No. 2405 – “Challenges Facing the City of Antioch”;

WHEREAS, a written response to the Grand Jury is required under California Penal Code § 933.05 (b); and

WHEREAS, a written response to the Grand Jury has been drafted and submitted to the City Council for review and approval.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby:

1. approves the written response to the Grand Jury Report No. 2405, “Challenges Facing the City of Antioch” (Exhibit 1) and
2. authorizes the Mayor to sign the written response to the Grand Jury Report No. 2405, “Challenges Facing the City of Antioch”, which is attached to this Resolution as Exhibit 1.”

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch, at a regular meeting thereof, held on the 10th day of September 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH**

Contra
Costa
County



June 14, 2024

Antioch City Council
P.O. Box 5007
Antioch, CA 94531-5007

Dear Antioch City Council:

Attached is a copy of Grand Jury Report No. 2405, "Challenges Facing the City of Antioch" by the 2023-2024 Contra Costa County Grand Jury

In accordance with California Penal Code Section 933 et seq., we are submitting this report to you as the officer, agency, or department responsible for responding to the report. Please respond to the Findings and Recommendations as they apply to your agency. Please also confirm in writing that the person responding to the report is authorized to do so. As the responding person or person responding on behalf of an entity, please indicate one of the following actions with respect to each finding:

- (1) You agree with the finding.
- (2) You disagree with the finding.
- (3) You partially disagree with the finding.

(Pen. Code, § 933.05(a).) In the cases of both (2) and (3) above, please specify the portion of the finding that is disputed, and include an explanation of the reasons therefor.

In addition, Section 933.05(b) requires you to reply to each recommendation by stating one of the following actions:

1. The recommendation has been implemented, with a summary describing the implemented action.
2. The recommendation has not yet been implemented, but will be implemented in the future, with a time frame for implementation.
3. The recommendation requires further analysis. This response should explain the scope and parameters of the analysis or study, and a time frame for the matter to be prepared for discussion. This time frame shall not exceed six months from the date of the publication of the Grand Jury Report.
4. The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation thereof.

The Penal Code also prescribes the obligations of a governing board or elected county official

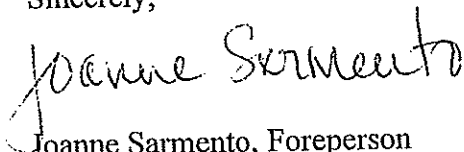
with regard to responding to the grand jury's findings and recommendations. Specifically, if the report contains one or more recommendations directed to you as an elected county official, or to the governing board of which you are a member, you must respond to these recommendations and to the supporting findings, as directed in the report.

After reviewing the response to ensure that it includes the above-noted mandated items, please send (1) a hard copy of the response to the Grand Jury at P.O. Box 431, Martinez, CA 94553; and (2) an electronic copy by e-mail to ctadmin@contracosta.courts.ca.gov. The response must be submitted to the Grand Jury no later than **Monday, September 13, 2024**.

Finally, please note that this report is provided at least two working days before it is released publicly. Section 933.05 specifies that no officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to its public release.

Please immediately confirm receipt of this letter and the attached report by responding via e-mail to ctadmin@contracosta.courts.ca.gov.

Sincerely,



Joanne Sarmiento, Foreperson
20223-2024 Contra Costa County Civil Grand Jury

Cc: Kwame Reed

**A Report of
The 2023 – 2024 Contra Costa County
Civil Grand Jury**

Report 2405
6/12/2024

Challenges Facing the City of Antioch




**A Report of
The 2023 – 2024 Contra Costa County
Civil Grand Jury**

Report 2405
6/12/2024

Challenges Facing the City of Antioch

APPROVED BY THE GRAND JURY




JOANNE SARMENTO
GRAND JURY FOREPERSON

Date




ACCEPTED FOR FILING



Hon. TERRI MOCKLER
JUDGE OF THE SUPERIOR COURT

Date



SUMMARY

Antioch is a dynamic and diverse city that faces a number of challenges. Among these challenges are:

1. Turnover in city leadership (six permanent or acting City Managers since 2013) which has resulted in an average tenure for Antioch City Managers that is less than half the state average (less than two years vs. 4.5-year average).
2. A city employee vacancy rate that is 4-times the national average (21.6% vs. 5.3%).
3. Possible Brown Act violations by the Mayor and certain City Council members, as outlined in a letter to Antioch's Acting City Manager from the Contra Costa District Attorney (see Appendix A).

An important first step in addressing the challenges facing Antioch will be stabilizing leadership by hiring an experienced and qualified City Manager. The city has hired a Human Resources consulting firm and is in the process of recruiting a City Manager. A new City Manager's success will depend, in part, on the Mayor and City Council creating an environment that while maintaining the oversight required by city ordinances, enables the City Manager to operate with independence, as also mandated by city ordinances. The Mayor and City Council should also perform their functions in compliance with the Brown Act.

This report details the Grand Jury's research and findings related to the challenges facing Antioch. We conclude with our recommendations to help address these challenges.

BACKGROUND

Why This Report?

Controversy regarding the Antioch Police Department was receiving wide press attention at the time the Grand Jury was considering topics to investigate during its 2023-2024 term. We concluded that the police force was receiving adequate attention from other investigative bodies, including the Federal Bureau of Investigation and the Contra Costa County District Attorney's Office. However, the Grand Jury learned that the issues surrounding the police force are related to other issues of oversight and management within city government. In particular, we noted the average tenure for Antioch City Managers has been less than half the California state average over the last decade (average City Manager tenure of less than 2 years in Antioch vs. 4.5 years for the state).

Accordingly, the Grand Jury decided to examine the issue of turnover in city leadership. In pursuing this investigation, the Grand Jury learned that in addition to a high level of turnover in the City Manager position, Antioch has a city employee vacancy rate in excess of 20% (the national average for government agencies is 5.3%). Seven of the eleven most senior positions in Antioch city government are currently filled with acting (not permanent) or part-time personnel.

Our investigation also raised concerns regarding the Mayor and City Council's involvement in operating issues that are the responsibility of the City Manager. All of these issues are interrelated as is discussed later in this report.

Our investigation revealed evidence that one or more violations of the Brown Act, the California law requiring open and public meetings, may have occurred. We also learned that the Contra Costa County District Attorney's Office investigated potential Brown Act violations. The District Attorney's findings are discussed later in this report and in Appendix A.

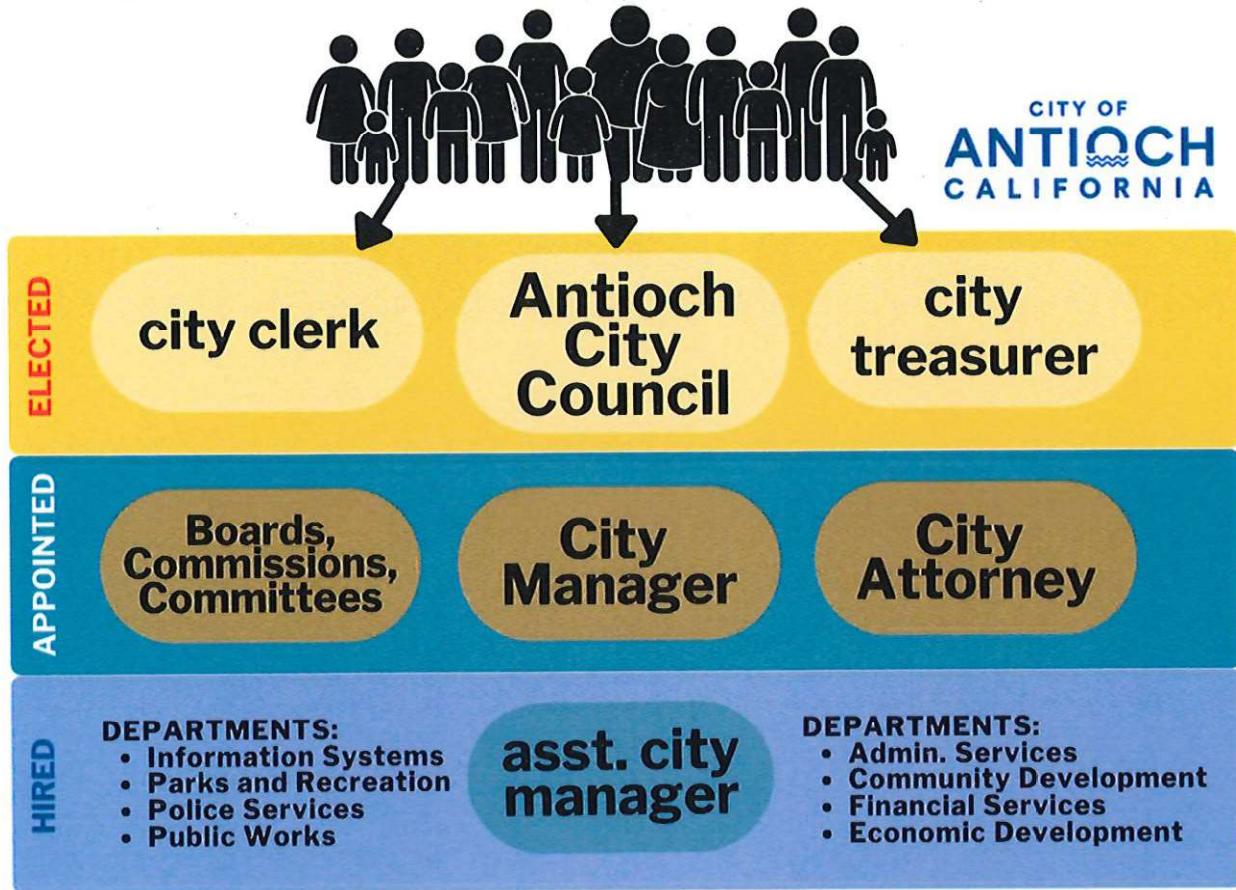
Antioch Government Structure

In examining the issue of turnover in Antioch city leadership it is helpful to first understand the structure of Antioch's local government. Like many California cities, Antioch is a general law city, operating under the Council-Manager form of government. Policymaking and legislative authority are vested in a five-member city council, which consists of a mayor and four council members. The four council members are elected by district, with the mayor elected city-wide. All serve four-year staggered terms. Under city ordinances the mayor and council hire and supervise the City Manager and City Attorney. The City Manager is responsible for day-to-day operations of the city, including supervision of all city employees (Antioch City Code § 2-2.06).

Under its Council-Manager structure, and as specified in city ordinances, the Antioch City Council has the responsibility of appointing the City Manager and City Attorney (Antioch City Code § 2-2.02). The City Manager serves as the chief administrative officer of the city, with responsibility for day-to-day operations of the city and the hiring and supervision of the Assistant City Manager as well as nine department heads. The department heads, in turn, hire and supervise departmental employees. See Exhibit 1. Under city ordinances the City Council, including the Mayor, have no direct authority to direct, supervise, hire, or fire any city employees, other than the City Manager and City Attorney (Ordinance 246-A).

Given the City Manager's role as chief administrative officer of Antioch, this position is critical to the City's successful operation. A vacancy in this position creates a void in city leadership and prevents the appointment of new permanent department heads when there is turnover. Antioch's policy is to defer the appointment of new department heads until a permanent City Manager is in place. This policy allows the permanent City Manager to appoint their own staff. Because the city has not had a permanent City Manager since March 2023, no new permanent department heads have been appointed since that time. As a result, the city now has acting heads in five of its nine most senior staff positions (three department heads, the City Manager, and the Assistant City Manager).

EXHIBIT 1



Source: City of Antioch website

A Bit About Antioch

Antioch is the second largest city in Contra Costa County, with a population of approximately 115,000. It is also among the county’s most racially diverse cities (see Table 1, Antioch At-A-Glance for details).

Affordable housing relative to other parts of the county has contributed to meaningful population growth in Antioch in recent decades. Improving transportation infrastructure, including a BART extension, has also made Antioch a more desirable community for commuters. As the city’s population has grown it has experienced significant demographic shifts, which are highlighted in Table 1.

TABLE 1

Antioch At-A-Glance

| | Antioch | | Contra Costa County | |
|----------------------------------|----------------|-------------|----------------------------|-------------|
| | 2010 | 2022 | 2010 | 2022 |
| Population | 102,372 | 115,264 | 1,049,025 | 1,156,966 |
| Population Growth | | 12.6% | | 10.3% |
| Land Area (square miles) | | 28.4 | | 715.9 |
| Housing Units | 32,252 | 36,639 | 400,203 | 430,081 |
| Homeownership Rate | NA | 61.5% | 67.1% | 67.2% |
| Racial Mix | | | | |
| White (a) | 35.6% | 25.4% | 47.8% | 39.8% |
| Hispanic/Latino | 31.7% | 35.5% | 24.4% | 27.0% |
| Asian | 10.5% | 13.7% | 14.2% | 20.2% |
| Black/African American | 17.3% | 19.5% | 8.9% | 9.5% |
| Other | 4.9% | 5.9% | 4.8% | 3.5% |
| Household Income (median) | \$62,088 | \$90,709 | \$73,678 | \$120,020 |
| HH Income as % of County Average | 84% | 76% | | |
| Poverty Rate | 9.2% | 12.1% | 9.0% | 8.7% |
| High School Graduates (b) | | 85.6% | | 89.7% |
| Bachelor's Degree (b) | | 23.0% | | 44.5% |

(a) Not Hispanic or Latino

(b) Among adults 25 or older

Source: US Census Bureau

METHODOLOGY

- We interviewed government officials in Antioch and experts in city government practices and regulation.
- We reviewed press reports and other documents related to Antioch’s city government operations and performance.
- We reviewed recordings and transcripts of city council meetings.
- We reviewed city budgets for the past 20 years.
- We also reviewed documents related to city government best practices.

DISCUSSION

Excessive City Manager Turnover is a Negative for Antioch

Over the past ten years, Antioch has had six permanent or acting city managers, with an average tenure of less than two years (see Table 2). At least two of the city's last three permanent city managers were terminated by the Mayor and City Council or resigned under threat of termination.

While turnover among city managers can be healthy, bringing new approaches and fresh views to city government, excessive turnover in leadership in any organization will be disruptive to that organization. According to data from the California City Managers Foundation, the average tenure of a City Manager in California is slightly over 4.5 years. This compares to the average in Antioch of less than 2 years.

The level of turnover for City Managers in Antioch has impacted the city in several ways. First and perhaps most importantly, it is disruptive to city operations. The City Manager is responsible for hiring and directly supervising all department heads. As highlighted in Exhibit 1, in Antioch this includes Community Development, Economic Development, Financial Services, Human Resources, Information Systems, Recreation, Police Services, Public Safety, and Public Works, as well as Assistant City Manager. As previously noted, as a result of having no permanent City Manager for over a year, the city has delayed appointing permanent department heads who supervise day-to-day operations in such critical departments as Public Works, Community Development and the Police Department. In addition, the Directors of the Economic Development and Recreation Departments are currently serving as Acting City Manager and Acting Assistant City Manager, respectively. Accordingly, these departments do not have full-time Directors. As a result, more than half of the city departments are headed by acting or part-time directors.

TABLE 2

Antioch City Managers

| Name | Title | Begin Date | End Date | Tenure (months) (a) |
|-------------------------|--------------------------------------|-------------------|---------------------------------------------------------|-------------------------------|
| Kwame Reed | Acting City Manager | 6/23/2023 | | 12 months |
| Forest Ebbs | Acting City Manager | 3/17/2023 | 7/14/2023 | 4 months |
| Ana Cortez | Acting City Manager | 3/15/2023 | 3/17/2023 | < 1 month |
| Cornelius (Con) Johnson | City Manager Interim City Manager | 22-Oct 21-Nov | 7/14/23 - Resigned 3/2023 - On administrative leave | 16 months (until on leave) |
| Ron Bernal | City Manager | 17-Mar | 12/2021 - Retired | 57 months (4.5 years) |
| Steve Duran | City Manager | 13-Dec | 4/2017 - Terminated 3/2017 - On administrative leave | 39 months (until on leave) |

Average Tenure: 21 months

Notes:

(a) There can be overlap in manager's tenure reflecting timing of hiring and departure

Source: City of Antioch press releases, media reports

Turnover in the City Manager position also imposes incremental costs on the city. These costs include duplicative salaries when City Manager tenures overlap. This was the case when former City Managers Steve Duran and Cornelius Johnson were placed on administrative leave before being replaced. Other costs include recruiting, training, and severance expenses. Mr. Duran received one year of severance pay (\$230,000) following his termination.

The Antioch City Manager has broad responsibilities including oversight of a roughly \$100 million general fund budget and responsibility for an authorized staff of over 400 full-time personnel. High turnover means more time on the learning curve for each new City Manager.

Appointing a qualified and effective permanent City Manager is an important first step for Antioch in addressing current challenges, including filling key department head vacancies, reducing the employee vacancy rate, and managing a large and complex organization. For the new City Manager to succeed, the Mayor and City Council must create an environment that enables the City Manager to operate with the authority vested in the position and without interference, as outlined in city ordinances (Antioch City Code § 2-2.06 and § 2-2.10) as well as in the position's job description¹. In particular, city ordinances specify that "Except for the purpose of inquiry, the Council and its members shall deal with the administrative service solely through the City Manager, and neither the Council, nor any member thereof, shall give orders to any of the subordinates of the City Manager" (Antioch City Code § 2-2.10).

The job description Antioch posted in its recruiting process calls out the need for the new City Manager to work effectively with staff while providing "appropriate buffering between the City Council and the Department Directors." In addition, the City Manager is tasked with "refereeing elected official involvement" in city operations and ensuring compliance with the Brown Act. These are critical and difficult tasks.

¹ The Antioch City Manager's job description can be found here: https://www.antiochca.gov/fc/human-resources/document-warehouse/IEDA223_CITY%20MANAGER.pdf

High Employee Vacancy Rates Negatively Impact City Services

In addition to turnover in city leadership, Antioch currently experiences a level of vacancies in city staff that is roughly four-times the national average. These issues are related. In the absence of a permanent City Manager, three department head positions have not been filled permanently. The Community Development and Public Works Departments have not had permanent Directors for over a year (see Table 3). This has delayed the hiring process for staff members within these departments. Multiple interviewees noted that turnover at senior levels of city management has negatively impacted recruitment efforts because job candidates are often reticent to accept a position when the permanent supervisor is not in place. Table 4 provides data on the vacancy rates for the three departments currently without permanent department heads.

TABLE 3

Antioch Department Heads

| Department | Director | Status | Tenure (a) |
|-------------------------------|----------------------|---------------|-------------------|
| City Manager | Kwame Reed | Acting | 12 months |
| Assistant City Manager | Bradley Helfenberger | Acting | 10 months |
| Community Development | Kevin Scudero | Acting | 13 months |
| Economic Development | Kwame Reed | Part-time | |
| Financial Services | Dawn Merchant | Permanent | |
| Human Resources | Ana Cortez | Permanent | |
| Information Systems | Alan Barton | Permanent | |
| Recreation | Bradley Helfenberger | Part-time | |
| Police Services | Brian Addington | Acting | 3 months (b) |
| Public Safety/Comm. Resources | Tasha Johnson | Permanent | |
| Public Works | Scott Buenting | Acting | 16 months |

(a) Number of months person has served as Acting Director

(b) Acting Chief Addington replaced Acting Chief Joe Vigil, who served in the role for 6 months

Source: City of Antioch, media reports

Figure 1 tracks the employee vacancy rate in Antioch since 2012. Vacancy rate refers to the percentage of authorized and funded positions in the city that are currently unfilled. Between 2012 and 2023 the vacancy rate in Antioch city government positions has averaged roughly 12% each year. This has spiked to over 21% in the past two years, with a vacancy rate of 21.6% as of February 2024. For comparison purposes according to the U.S. Bureau of Labor Statistics, the employee vacancy rate for all U.S. employers as of February 2024 was 5.3%. The vacancy rate for state and local governments (excluding education) was also 5.3%.²

Staff turnover in Antioch contributes to the city’s vacancy rate. Since July 1, 2022, the city has hired 102 new employees (out of a total authorized staff of approximately 409). Over the same period, 98 employees have departed. Recurring reasons cited by employees for leaving their jobs included: (1) overwork in the context of understaffing and (2) dysfunction within and lack of support from the City Council.

Job vacancies in Antioch’s city government are broad-based, covering most departments. The police department has engaged in proactive recruiting efforts (including a current \$30,000 recruitment bonus and other incentives for Police Officer positions) which has helped reduce the vacancy rate in that department. Nevertheless, the department still has approximately 30 open positions. The vacancy rates in the Community Development and Public Works departments, the other two departments without permanent heads, exceed the city-wide average vacancy rate.

Table 4

Department Vacancy Rates

| | Filled Positions | Funded Positions | Vacancy Rate |
|-----------------------|-------------------------|-------------------------|---------------------|
| Community Development | 20 | 31 | 35% |
| Police Services | 128 | 157 | 18% |
| Public Works (a) | 87 | 117 | 26% |
| TOTAL City | 315 | 409 | 23% |

(a) includes water and sewer departments

Data reflects full time equivalent positions, excluding seasonal and temporary staff

Source: Fiscal 2023-2025 Antioch City Budget

Vacancy rates for government agencies tend to be higher in the San Francisco Bay Area than the nation overall³. This is a function of a tight local labor market and high local cost of living, among other factors. For example, the vacancy rate (as of 2023, the most recently available data) for San Francisco was 14%, Concord 11%, Richmond 19%, and Oakland 12% (excluding unfunded and frozen positions). While all these cities have rates well above the national average, Antioch’s 21% rate stands out at nearly four-times the national average.

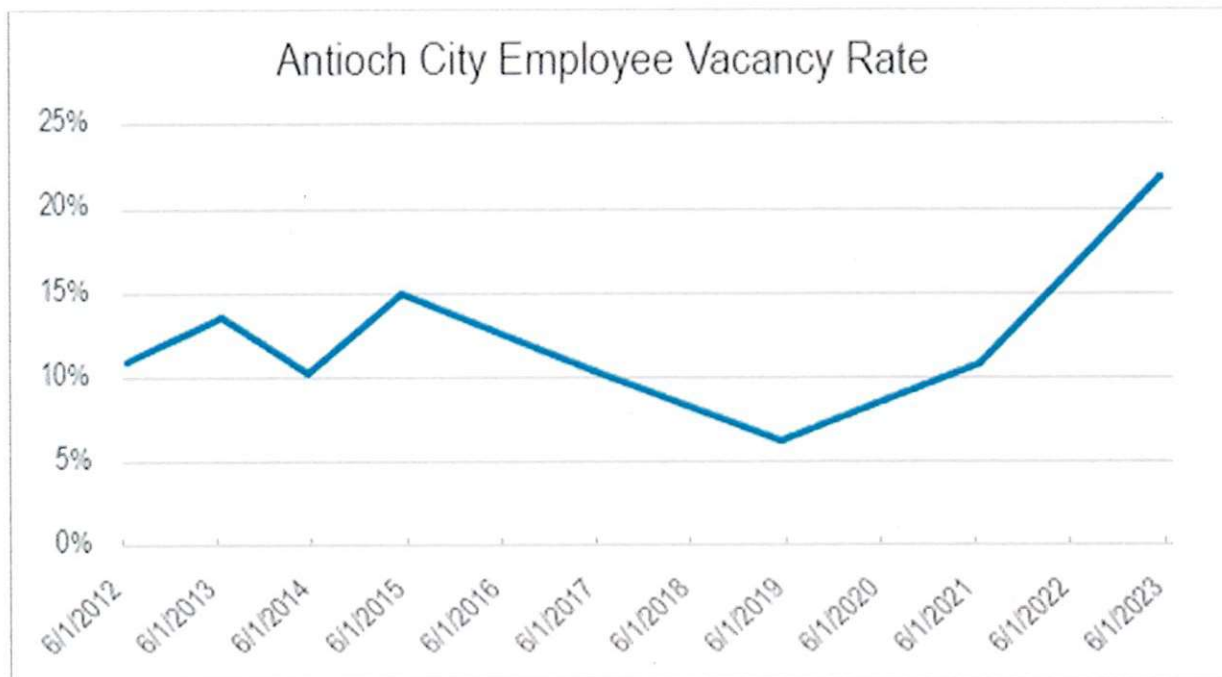
² U.S. Bureau of Labor Statistics, Economic News Release, 4/2/24.

³ “Civil Service Vacancies in California: 2022-2023”, UC Berkeley Labor Center, December 12, 2023.

Antioch’s employee vacancy rate has negative implications for several reasons. Most importantly, services to citizens have been negatively impacted by a lack of staff. For example, limited staffing has caused delays in certain capital projects. This includes traffic signal installations; road improvements and park renovations have been delayed due to staffing issues in the Public Works Department. Longer response times for police services have resulted from staffing shortages in the Police Department. The Mayor and Council Members have cited police staffing shortages and associated slower police response times as contributors to the higher crime rate the city has experienced in the past three years. Total Group A offenses in Antioch (the most serious crimes) have increased from 5,733 in 2021, to 6,130 in 2022, to 7,257 in 2023, with a further 24% increase year-to-date through April in 2024.

In addition to the negative impact on services to citizens, staff shortages impose an additional work burden on existing staff. This negatively impacts staff morale, contributing to the city’s high employee turnover rate. Finally, staff shortages lead to increased overtime expenses and the need to outsource services.

FIGURE – 1



In the course of numerous interviews, the Grand Jury learned that turnover in the City Manager position and high employee vacancy rates are both related to a failure, at times, by the Mayor and City Council to respect the City Manager’s operating authority. As previously noted, Antioch’s government structure calls for the City Manager to make hiring decisions (with the exception of City Attorney) and oversee day-to-day operations of the city. However, Antioch’s Mayor and City Council have on occasion overstepped their authority in seeking to implement personnel and other changes that are the responsibility of the City Manager.

Examples over the last three years include efforts by certain Council Members to direct the City Manager to fire then Public Works Director John Samuelson in December 2022. Mr. Samuelson was terminated, but subsequently received a settlement and severance totaling \$244,000. Other examples include pressure to hire Gregory Rolen as a consulting attorney in November 2022. Mr. Rolen was hired without prior approval of his contract, as required by Antioch Resolution #2021/26 (adopted 2/26/21). Mr. Rolen's contract was subsequently terminated after payment of a \$39,000 fee. Finally, the Grand Jury learned of instances of Council Members setting up meetings with City Staff without the approval or involvement of the City Manager, as required by city ordinance (Antioch City Code § 2-2.10). The Grand Jury found evidence that Council interference with City Manager responsibilities contributed to the departures of some of the recent City Managers. In turn, the City Managers' departures contributed to subsequent increases in employee vacancy rates due in part to extended vacancies in key department head positions.

Brown Act Compliance

The Ralph M. Brown Act (California Code § 54950, et. seq.) is a California law that specifies, among other things, that government business must be conducted in open and public meetings, with limited exceptions. In particular, elected government officials cannot meet as a group in private, unannounced, and/or secret sessions to discuss government business⁴.

A meeting is defined as a "congregation of a majority of the members of a legislative body" (§ 54952.2a). In the case of the city of Antioch, this would be 3 out of 5 Council Members. Under the Brown Act, a meeting and the agenda must be noticed and posted at least 72 hours in advance of the meeting. It must be held in a place accessible to the public. A legislative body may not take action on any item not on the agenda, except to seek information on the topic. The exception is a "closed meeting" to discuss labor negotiations, real estate transactions, personnel issues, and lawsuits. For these, an agenda of closed session items is posted, and any reportable actions taken in closed session are subsequently announced in open session.

A violation of the Brown Act occurs when a majority of members of a governing body are together in an unnoticed meeting, in a place not accessible to the public, and discuss business about their jurisdiction (or disclose privileged information from closed meetings). Violations of the Brown Act are a misdemeanor, with penalties including fines of up to \$1,000, imprisonment in state prison, and/or permanent disqualification from holding any office in California.

In the course of our investigation, the Grand Jury discovered evidence that one or more Brown Act violations may have occurred involving members of the Antioch City Council. The Grand Jury learned that the hiring of former City Manager Cornelius Johnson may have been discussed at a private meeting in October 2021 with Mayor Hernandez-Thorpe and Council members Monica Wilson and Tamisha Torres-Walker. This meeting was held without public notice and

⁴ The full text of the Brown Act can be found at:

https://leginfo.ca.gov/faces/codes_displayText.xhtml?division=2.&chapter=9.&part=1.&lawCode=GOV&title=5.

without the participation of the full Council. Mr. Johnson was subsequently hired as Acting City Manager in a 3-2 council vote on November 9, 2021, with Mayor Hernandez-Thorpe and Council members Wilson and Torres-Walker voting yes, and Council members Michael Barbanica and Lori Ogorchock voting no.

The Contra Costa District Attorney's Office conducted an investigation into alleged violations of the Brown Act by Mayor Hernandez-Thorpe and Council members Wilson and Torres-Walker (see Appendix A for details on the District Attorney's findings). The District Attorney's investigation focused on meetings held at Mayor Hernandez-Thorpe's home in 2022 that may have involved discussions regarding restructuring the Public Works Department, hiring a City Engineer and redistricting the city's electoral map.

The Grand Jury found evidence that the meetings cited by the District Attorney took place at the dates and locations specified in the District Attorney's letter (Appendix A). The Grand Jury was unable to independently confirm the content of those meetings.

In concluding its investigation into potential Brown Act violations in Antioch, the District Attorney noted that there was insufficient evidence to prove beyond a reasonable doubt that intentional violations occurred. The District Attorney's Office nevertheless noted that it "has serious concerns that noncompliance with the Brown Act may have occurred" and indicated that "any similar meeting on matters concerning the city could subject Council members to criminal liability." (See Appendix A).

The Grand Jury found that the city of Antioch has not historically provided formal training on Brown Act compliance to Council members. Following the District Attorney's investigation, a formal session on the Brown Act and Brown Act compliance was held at the City Council meeting on February 13, 2024. Given the importance of Brown Act compliance, we encourage the Council to consider conducting similar training events on an ongoing basis.

FINDINGS

- F1.** Antioch's City Manager has broad responsibility to ensure the efficient operation of the city, including supervision of an approximately \$100 million general fund budget and an authorized staff of over 400 employees.
- F2.** The city began the process of recruiting a new permanent City Manager in January 2024. As of June 10, 2024, no hiring decision has been announced.
- F3.** As outlined in both the City Manager job description and in city recruitment materials, the City Manager position requires a qualified and experienced individual.
- F4.** There has been a lack of continuity in City Managers in Antioch, with six City Managers or Acting City Managers since December 2013.

- F5.** Under city ordinances the City Council, including the Mayor, has no direct authority to direct, supervise, hire, or fire any city employees, other than the City Manager and City Attorney (Ordinance 246-A).
- F6.** The Mayor and City Council members have on occasion overstepped their authority in seeking to make personnel decisions, including terminating the then Public Works Director in December 2022, in ways not permitted by city ordinance (Antioch City Code § 2-2.06 and § 2-2.10).
- F7.** The Mayor and City Council members have on occasion sought to conduct meetings with City Staff without the approval or involvement of the City Manager, as required by city ordinance (Antioch City Code § 2-2.10).
- F8.** Antioch's city government had a 21.6% employee vacancy rate as of February 2024, roughly four-times the national average for government agencies.
- F9.** In the absence of a permanent City Manager since March 2023, the city has deferred hiring new department heads when openings occur.
- F10.** The Police, Public Works and Community Development departments currently are without permanent department heads.
- F11.** Seven of the eleven most senior positions in Antioch city government are currently held by acting or part-time personnel, including City Manager, Assistant City Manager, Directors of Community Development, Police Services, and Public Works (all acting) and the Directors of Economic Development and Recreation (both part-time).
- F12.** The employee vacancy rate is above the city-wide average in the Public Works Department (26% vacancy rate) and Community Development Department (35% vacancy rate), both of which currently do not have permanent directors.
- F13.** Recruitment and retention of staff has been impacted by the absence of a permanent City Manager and the lack of permanent department heads in multiple city departments.
- F14.** The Contra Costa County District Attorney's Office conducted an investigation into alleged Brown Act violations by Mayor Lamar Hernandez-Thorpe and Council Members Tamisha Torres-Walker and Monica Wilson, which was forwarded to the Grand Jury.
- F15.** The District Attorney's Office noted serious concerns that noncompliance with the Brown Act may have occurred, however, there was insufficient evidence to prove beyond a reasonable doubt intentional violations of the statute occurred.

RECOMMENDATIONS

- R1.** The Mayor and City Council should follow through on the ongoing process of hiring an experienced and qualified City Manager.
- R2.** The Mayor and City Council should abide by city regulations (Antioch City Code § 2-2.06 and § 2-2.10) that preclude the Mayor and City Council from having any direct authority to direct, supervise, hire or fire any city employee, other than the City Manager and City Attorney.
- R3.** The new City Manager should, within 6 months of their appointment to the position of City Manager, recruit and appoint permanent department heads to fill current department head vacancies.
- R4.** By 1/1/2025 the City Council should direct the City Manager to undertake a study to determine the factors leading to the city’s high employee turnover and vacancy rates.
- R5.** By 1/1/2025 the Mayor and City Council should consider directing the City Manager and City Attorney to organize an annual training session focused on Brown Act requirements and compliance for the Mayor, City Council members, relevant city employees and members of city boards and commissions.

REQUEST FOR RESPONSES

Pursuant to California Penal Code § 933(b) et seq. and California Penal Code § 933.05, the 2023-2024 Contra Costa County Civil Grand Jury requests responses from the following governing bodies:

| Responding Agency | Findings | Recommendations |
|--------------------------|-----------------|------------------------|
| Antioch City Council | F1 – F16 | R1 – R5 |

These responses must be provided in the format and by the date set forth in the cover letter that accompanies this report. An electronic copy of these responses in the form of a Word document should be sent by e-mail to ctadmin@contracosta.courts.ca.gov and a hard (paper) copy should be sent to:

Civil Grand Jury – Foreperson
725 Court Street
P.O. Box 431
Martinez, CA 94553-0091

APPENDIX A

NOTE: The letter from the Contra Costa County District Attorney's Office is incorrectly dated January 4, 2023. The Grand Jury has confirmed with the District Attorney's Office that the correct date is January 4, 2024.



OFFICE OF THE DISTRICT ATTORNEY
CONTRA COSTA COUNTY

Diana Becton
DISTRICT ATTORNEY

January 4, 2023

Kwame Reed
Acting City Manager
City of Antioch
200 H Street
Antioch, CA 94509

RE: Alleged violations of the Brown Act by Antioch City Council members

Dear Mr. Reed:

The Contra Costa County District Attorney's Office was contacted earlier this year regarding alleged violations of the Brown Act by Antioch Mayor Thorpe, Antioch Councilmember Torres-Walker and Antioch Councilmember Wilson. Specifically, we were told that those three council members met in private to discuss matters within the council's jurisdiction regarding the Public Works Department and the hiring of the City Engineer. Our investigation also led to an allegation that those three city officials met in private to discuss the redistricting of the city's electoral map. The District Attorney's Office reviewed these allegations and the applicable law and then interviewed potential witnesses to determine whether any Brown Act violations occurred.

As you are aware, the Brown Act is set forth in California Government Code sections 54950, et seq. Our analysis here is specifically guided by Government Code section 54952.2. That section prohibits a majority of the members of a legislative body to develop a collective concurrence as to action to be taken on any item within the subject matter jurisdiction of the legislative body unless such a meeting is open and public.

In this matter, there is evidence that Mayor Thorpe and Councilmembers Torres-Walker and Wilson met at Mayor Thorpe's home in 2022 and held discussions. Furthermore, it appears that the discussions may have included an agreement to take action on matters within the subject matter jurisdiction of the council. As defined by Government Code section 54952.6, "action taken" means a collective decision, or even a commitment or promise to make a decision, on a matter concerning the city. Our investigation leads us to believe that Mayor Thorpe and Councilmembers Torres-Walker and Wilson did meet and may have developed a collective occurrence absent a public forum.

District Attorney Administration
900 Ward Street, Fourth Floor
Martinez, California 94553

(925) 957-8604
Fax (925) 646-4683

Government Code sections 54959 through 54960.5 set forth the actions that may be taken by the District Attorney's Office to enforce and prevent Brown Act violations. Following our review of the underlying facts and the applicable laws that are relevant to this matter, the District Attorney's Office has serious concerns that non-compliance with the Brown Act may have occurred, however, there is insufficient evidence to prove beyond a reasonable doubt intentional violations of the statute at this time.

We have decided to bring our concerns to your attention in order for you to impress upon the council the importance of the Brown Act and the requirements of the statute. Any similar meeting on matters concerning the city could subject council members to criminal liability. Further, we are referring this letter to the Contra Costa County Grand Jury to provide that body the opportunity to take any action it may deem appropriate.

Thank you for your serious consideration of this matter. As the Brown Act makes clear, the deliberations and actions of our governmental representatives must occur openly and be subject to public scrutiny. If you have any questions or concerns regarding this matter, please feel free to contact me.

Sincerely,

DIANA BECTON
District Attorney

Steven Bolen
Deputy District Attorney
Contra Costa County

cc: Thomas L. Smith, City Attorney, City of Antioch
Contra Costa County Grand Jury

ATTACHMENT C

“Exhibit 1”

XXXXXXXX, 2024

The Honorable Terri Mockler
Presiding Judge of Contra Costa County Superior Court
725 Court Street
PO Box 431
Martinez, CA 94553-0091

Re: City of Antioch Response to 2023-2024 Contra Costa Civil Grand Jury Report No. 2405: Challenges Facing the City of Antioch

Dear Judge Mockler,

On behalf of the City of Antioch City Council, this letter is in response to Contra Costa Civil Grand Jury Report No. 2405 – Challenges Facing the City of Antioch. The City Council approved this response at its meeting on September 10, 2024. Pursuant to California Penal Code § 933.05, the City of Antioch has responded to the applicable findings and recommendations.

Findings

F1. Antioch's City Manager has broad responsibility to ensure the efficient operation of the city, including supervision of an approximately \$ 100 million general fund budget and an authorized staff of over 400 employees.

Response The City agrees with this finding (Mayor Hernandez-Thorpe (“MHT” & Councilmember Ogorchock (“CMO”).

The City’s overall budget including general operations and capital improvements is \$146 million (Acting City Manager).

F2. The city began the process of recruiting a new permanent City Manager in January 2024. As of June 10, 2024, no hiring decision has been announced.

Response The City agrees with this finding (MHT & CMO).

F3. As outlined in both the City Manager job description and in city recruitment materials, the City Manager position requires a qualified and experienced individual.

Response The City agrees with this finding (MHT & CMO).

F4. There has been a lack of continuity in City Managers in Antioch, with six City Managers or Acting City Managers since December 2013.

Response The City partially disagrees with the finding (MHT).

The City agrees with this finding (CMO).

The Antioch City Council has appointed five (5) city managers since December 2013. Human Resources Director, Ana Cortez, was delegated the authority and responsibilities of the city manager position by a former city manager prior to him being placed on administrative leave. Ms. Cortez fulfilled those responsibilities for a period of two (2) days bridging the period between the city manager being placed on administrative leave and the City Council appointing an Acting City Manager. Ms. Cortez was not appointed Acting City Manager by the City Council (Acting City Manager).

F5. Under city ordinances the City Council, including the Mayor, has no direct authority to direct, supervise, hire, or fire any city employees, other than the City Manager and City Attorney (Ordinance 246-A).

Response The City agrees with this finding (MHT & CMO).

F6. The Mayor and City Council members have on occasion overstepped their authority in seeking to make personnel decisions, including terminating the then Public Works Director in December 2022, in ways not permitted by city ordinance (Antioch City Code § 2-2.06 and § 2-2.10).

Response The City disagrees with this finding (MHT).

The City agrees with this finding (CMO).

F7. The Mayor and City Council members have on occasion sought to conduct meetings with City Staff without the approval or involvement of the City Manager, as required by city ordinance (Antioch City Code § 2-2.10).

Response The City disagrees with this finding (MHT).

The City agrees with this finding (CMO).

Staff is under the direction from the City Manager to always inform him of these conversations once they have occurred. There has been a history of Council working with staff on topics including Measure W, salary studies, ad hoc committees and standing committees. Committee topics have included matters such as

cannabis businesses, social equity and racial justice, unsheltered people, and the Rivertown/Downtown area (Acting City Manager).

F8. Antioch's city government had a 21.6% employee vacancy rate as of February 2024, roughly four-times the national average for government agencies.

Response The City agrees with this finding (MHT).

As of February 15, 2024, the City-wide vacancy rate was 21% (Acting City Manager).

F9. In the absence of a permanent City Manager since March 2023, the city has deferred hiring new department heads when openings occur.

Response The City agrees with this finding (MHT & CMO).

F10. The Police, Public Works and Community Development departments currently are without permanent department heads.

Response The City agrees with this finding (MHT & CMO).

F11. Seven of the eleven most senior positions in Antioch city government are currently held by acting or part-time personnel, including City Manager, Assistant City Manager, Directors of Community Development, Police Services, and Public Works (all acting) and the Directors of Economic Development and Recreation (both part-time).

Response The City agrees with this finding (MHT & CMO).

The Economic Development Director is currently serving as Acting City Manager. He is not performing "part-time" duties for the Economic Development Department. The role of the Acting City Manager does not allow for any instance of not performing those duties 100% of the time (Acting City Manager).

F12. The employee vacancy rate is above the city-wide average in the Public Works Department (26% vacancy rate) and Community Development Department (35% vacancy rate), both of which currently do not have permanent directors.

Response The City partially disagrees with this finding.

Not knowing when the Grand Jury sourced the staffing information for the abovementioned departments, the City cannot verify the information. As of June 30, 2024, the Public Works Department had a 17% vacancy rate, and the Community Development Department had a 25% vacancy rate (Acting City Manager).

F13. Recruitment and retention of staff has been impacted by the absence of a permanent City Manager and the lack of permanent department heads in multiple city departments.

Response The City disagrees with this finding (MHT).

The City agrees with this finding (CMO).

F14. The Contra Costa County District Attorney's Office conducted an investigation into alleged Brown Act violations by Mayor Lamar Hernandez-Thorpe and Council Members Tamisha Torres-Walker and Monica Wilson, which was forwarded to the Grand Jury.

Response The City agrees with this finding (MHT & CMO).

F15. The District Attorney's Office noted serious concerns that noncompliance with the Brown Act may have occurred, however, there was insufficient evidence to prove beyond a reasonable doubt intentional violations of the statute occurred.

Response The City agrees with this finding (MHT).

The City partially disagrees with this finding (CMO).

RECOMMENDATIONS

The Grand Jury recommends that:

R1. The Mayor and City Council should follow through on the ongoing process of hiring an experienced and qualified City Manager.

Response The City agrees with this recommendation (MHT & CMO).

R2. The Mayor and City Council should abide by city regulations (Antioch

City Code § 2-2.06 and § 2-2.10) that preclude the Mayor and City Council from having any direct authority to direct, supervise, hire or fire any city employee, other than the City Manager and City Attorney.

Response The City agrees with this recommendation (MHT & CMO).

R3. The new City Manager should, within 6 months of their appointment to the position of City Manager, recruit and appoint permanent department heads to fill current department head vacancies.

Response The City agrees with this recommendation (MHT & CMO).

R4. By 1/1/2025 the City Council should direct the City Manager to undertake a study to determine the factors leading to the city's high employee turnover and vacancy rates.

Response The City agrees with this recommendation (MHT & CMO).

R5. By 1/1/2025 the Mayor and City Council should consider directing the City Manager and City Attorney to organize an annual training session focused on Brown Act requirements and compliance for the Mayor, City Council members, relevant city employees and members of city boards and commissions.

Response The City agrees with this recommendation (MHT & CMO).

On behalf of the City of Antioch, we are committed to working in partnership with Contra Costa Board of Supervisors in acknowledging of both the Civil Grand Jury findings and recommendations. We trust the Grand Jury will find these responses extremely helpful to its future endeavors.

Sincerely yours,

Lamar A. Thorpe
Mayor, City of Antioch

Cc: Joanne Sarmiento, 2023-2024 Contra Costa County Civil Grand Jury Foreperson
Antioch City Council
Kwame P. Reed, Acting City Manager
Thomas Lloyd Smith, City Attorney, City of Antioch

DRAFT

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 10, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Kwame P. Reed, Acting City Manager *KPR*

SUBJECT: Designation of a Voting Delegate and Alternate Delegate for the League of California Cities Annual Conference and Authorization for Associated Conference Expenses Not to Exceed \$2,238 per Participant

RECOMMENDED ACTION

It is recommended that the Council appoint a Voting Delegate and Alternate Delegate for the 2024 League of California Cities Annual Conference. It is further recommended that the Council authorize the associated conference expenses for one participant in an amount not to exceed \$2,238.

FISCAL IMPACT

The League of California Cities Annual Conference is being held at the Long Beach Convention Center from October 16 through October 18, 2024. The registration, hotel accommodations, and flight for one participant estimated total cost is \$2,238 (registration, flight, per diem, and hotel accommodations).

DISCUSSION

The League's 2024 Annual Conference is scheduled for October 16 – October 18, 2024, at the Long Beach Convention Center. An important part of the Annual Conference is the Annual Business Meeting (during the General Assembly), scheduled for Friday, October 18, 2024. At that meeting, the League membership considers and acts on resolutions that establish League policy.

To vote at the Annual Business Meeting, the City Council must designate a Voting Delegate. The City may also appoint up to two alternate Voting Delegates, one of whom may vote if the designated Voting Delegate is unable to serve in that capacity.

The attached Voting Delegate form must be completed and returned to the League's office no later than Wednesday, September 25, 2024. This allows the League's office time to establish voting delegate/alternate records prior to the conference.

ATTACHMENTS

- A. League of California Cities' Letter dated July 10, 2024
Annual Conference General Assembly Guidelines
2024 Annual Conference How it Works: Cal Cities Resolutions and the General Assembly



Council Action Advised by September 25, 2024

DATE: Wednesday, July 10, 2024

TO: Mayors, Council Members, City Clerks, and City Managers

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Oct. 16-18, 2024
Long Beach Convention Center**

Every year, the League of California Cities convenes a member-driven General Assembly at the [Cal Cities Annual Conference and Expo](#). The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Oct. 18, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

Following council action, please submit your city's delegates through [the online submission portal](#) by Wed., Sept. 25. When completing the Voting Delegate submission form, you will be asked to attest that council action was taken. You will need to be signed in to your My Cal Cities account when submitting the form.

Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the [Cal Cities](#) website.



For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Please view Cal Cities' [event and meeting policy](#) in advance of the conference.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the Long Beach Convention Center in Long Beach, will be open at the following times: Wednesday, Oct. 16, 8:00 a.m.-6:00 p.m. and Thursday, Oct. 17, 7:30 a.m.-4:00 p.m. On Friday, Oct. 18, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for submitting your voting delegate and alternates by Wednesday, Sept. 25. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Information Sheet: Cal Cities Resolutions and the General Assembly

General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.
6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.
7. **Resolving Disputes.** In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.

How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure Cal Cities represents cities with one voice. These policies directly guide Cal Cities' advocacy to promote local decision-making, and lobby against statewide policies that erode local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how resolutions and the General Assembly work.

Prior to the Annual Conference and Expo

General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance

to cities. The resolution must have the concurrence of at least five additional member cities or individual members.



Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members

review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.



During the Annual Conference and Expo

Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during

the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.



Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved¹ by either a policy committee

or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.²



General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, and policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates—one from every member city.

Seven **policy committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, and municipal department, as well as individuals appointed by the Cal Cities president.

¹ The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.

² Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI, Sec. 5(f).



9/11 DAY OF SERVICE AND REMEMBRANCE

SEPTEMBER 11, 2024

WHEREAS, on September 11, 2001, the American people endured the worst terrorist attack on U.S. soil in the nation's history with courage and heroism;

WHEREAS, in response to this tragedy, Americans across the country came together in a remarkable spirit of patriotism and unity, carrying out countless acts of kindness, generosity, and compassion;

WHEREAS, community organizations and family members of 9/11 victims began observing the anniversary of September 11th as a charity service day to honor the memory of those who were lost and those who united in response to the tragedy, including first responders and volunteers; and

WHEREAS, participating in service and remembrance activities on September 11th is a positive and respectful way to remember the lives of those lost, pay tribute to those who rose in service, and honor those who continue to serve our Country today, including active-duty and reserve soldiers and their families, veterans, and first responders.

NOW, THEREFORE, I, LAMAR A. HERNANDEZ-THORPE, Mayor of the City of Antioch, on behalf of the citizens of Antioch, do hereby proclaim September 11, 2024, as 9/11 DAY OF SERVICE AND REMEMBRANCE and encourage citizens to honor the lives of those lost through participation in community service and remembrance ceremonies on this day and throughout the year.

SEPTEMBER 10, 2024

LAMAR A. HERNANDEZ-THORPE, Mayor



**IN HONOR OF
HISPANIC HERITAGE MONTH
September 15 – October 15, 2024**

WHEREAS, the observance started in 1968 as Hispanic Heritage Week under President Lyndon B. Johnson, and was expanded by President Ronald Reagan in 1988 to cover a 30-day period starting on September 15 and ending on October 15;

WHEREAS, every year since 1988, from September 15 to October 15, our country has celebrated Hispanic culture & contributions to our community and nation by celebrating the histories, cultures, and contributions of American citizens whose ancestors came from Spain, Mexico, the Caribbean, and Central and South America;

WHEREAS, we begin the observance on September 15 because it is the anniversary of independence or Independence Day for Latin American countries: Costa Rica, El Salvador, Guatemala, Honduras and Nicaragua. In addition, Mexico and Chile celebrate their independence days on September 16 and September 18, respectively;

WHEREAS, the theme for 2024 “Pioneers of Change: Shaping the Future Together” encapsulates the spirit of innovation, resilience, and unity that define the Hispanic experience and recognizes all the Hispanics /Latinos who have been trailblazers and game changers, paving the way for future generations;

WHEREAS, throughout the year, we honor the contributions of Hispanic and Latinx Americans in our history as well as celebrate the contributions of Hispanic and Latinx Americans who serve our communities, such as civil rights trailblazer Cesar Chavez.

NOW, THEREFORE, I, LAMAR A. HERNANDEZ-THORPE, Mayor of the City of Antioch, hereby proclaim that September 15 through October 15, 2024, is “Hispanic Heritage Month” and encourage all residents to use this time to reflect on the rich culture, history, and contributions of Latinx and Hispanic peoples to the enrichment of the City of Antioch.

SEPTEMBER 10, 2024

LAMAR A. HERNANDEZ-THORPE, Mayor

4.02
09-10-24

ANTIOCH
CALIFORNIA
OPPORTUNITY LIVES HERE

5TH ANNUAL

BIG TRUCK DAY



"This is not a program of the Antioch Unified School District (AUSD) and AUSD accepts no liability or responsibility for this program."

ANTIOCH COMMUNITY CENTER
4703 LONE TREE WAY

SEPTEMBER 19, 2024
4PM-8PM

WWW.ANTIOCHCA.GOV/RECREATION



CALIFORNIA'S 40TH COASTAL CLEANUP DAY

SATURDAY, SEPTEMBER 21 | 9AM-12PM

THE ANTIOCH MARINA & THE ANTIOCH WATER PARK

#11057

#11058

Volunteer alongside your families, friends, coworkers, scout troops, school groups, and service clubs. Help us preserve wildlife by taking trash out of the environment and our waterways.



TO VOLUNTEER, REGISTER AT

WWW.ANTIOCHCA.GOV/COASTALCLEANUP

OR CALL 925-776-3050



LET'S KEEP TRASH OUT OF OUR WATERWAYS!

The City of Antioch urges residents to become involved in their local community! One way to do so is to serve on the various Boards, Commissions, and Committees. Any interested resident is encouraged to apply for the vacancies by **5:00 p.m. on the deadline below.**

EXTENDED DEADLINE DATE: FRIDAY, SEPTEMBER 27, 2024:

- **CONTRA COSTA MOSQUITO & VECTOR CONTROL BOARD**
 - One (1) vacancy, expiring April 2026

EXTENDED DEADLINE DATE: FRIDAY, SEPTEMBER 27, 2024:

- **ECONOMIC DEVELOPMENT COMMISSION**
 - Two (2) vacancies, expiring June 2025
 - Three (3) vacancies, expiring June 2027
 - One (1) Chamber of Commerce vacancy, expiring June 2027

To be considered for the vacancy position(s) listed above, please fill out an application available on the City's website at <https://bit.ly/COA-BC23>. Printed applications are also available at Antioch City Hall, 200 H Street, Antioch, CA.

Please return the completed application by the deadline date listed above, by email to: cityclerk@antiochca.gov. You can also drop off the application (Attn: City Clerk), in the water billing drop-off box outside Antioch City Hall.



Your interest and desire to serve our community can make a difference.



Extended Deadline Date: By 5:00 p.m., September 27, 2024

The City of Antioch encourages residents to become involved in their local community. One way to do so is to serve on various commissions, boards, and committees. Any interested resident is encouraged to apply.

Purpose:

The Board of Trustees are officials appointed by their respective city councils to govern the Mosquito and Vector Control District knowledgeably and effectively. They serve without compensation for a term of two to four years and are highly dedicated to this community service.

Additional information regarding the responsibilities and duties are available online at www.contracostamosquito.com.

Qualifications:

To be eligible, you must be an Antioch resident and a Contra Costa County taxpayer who is at least 18 years old and interested in any of the following areas: public health, public policy, wetlands, farming, community education, finance, personnel, or land development.

Meetings:

Board meets on the second Monday of every other the month starting January at 7:00 p.m., and occasionally, it may be necessary to hold a special Board meeting.

Location:

Meetings are to be held at the District Office address, located at 155 Mason Circle, Concord

If you are interested in pursuing volunteer positions with the City of Antioch, please complete an application and submit it via email to cityclerk@antiochca.gov, or mail/deliver it to the Office of the City Clerk, by the deadline date mentioned above. Applications must include your responses to the Questionnaire to be considered.

Applications are available on the City's website at: <https://bit.ly/COA-BC23>, and at the City Clerk's Office.



Two (2) Vacancies, expiring June 2025
Three (3) Vacancies, expiring June 2027
One (1) Chamber of Commerce Vacancy, expiring June 2027
EXTENDED Deadline Date: By 5:00 p.m., September 27, 2024

The City of Antioch encourages residents to become involved in their local community. One way to do so is to serve on various commissions, boards, and committees. Any interested resident is encouraged to apply.

Purpose:

Economic Development Commission serves in an advisory capacity to the City Council in matters pertaining to economic development issues within the City and makes recommendations to the City Council and staff regarding policies, regulations, marketing, development strategies and planning activities designed to enhance the City’s economic base and create quality jobs.



Committee Seats:

- Seven (7) Members, 4-year terms.
 - At least five (5) members shall be Antioch residents/electors. Non-resident members shall own or operate a business in the City of Antioch.
 - Members with backgrounds in commercial real estate, marketing or investment banking are strongly preferred.
 - Antioch Chamber of Commerce shall recommend one member.

Meetings:

Regular meetings are held at 6:00 p.m. in the Council Chambers, 200 H Street, Antioch CA.

- First Tuesday in February, April, June, September, October, and December.
- Third Tuesday in July.
- First Tuesday on an as-needed basis only, in March, May, and November.
- No Meetings are held during January or August

Additional Requirements:

- Commissioners are required to submit the Fair Political Practices Commission (FPPC) Form 700 (Statement of Economic Interests) upon assuming office, and every year thereafter.
- Commissioners are required to complete a 2-hour online AB1234 Ethics training course within one year of their appointment.
- Newly appointed and reappointed members are required to take an Oath of Office administered by the City Clerk.

To be considered for these volunteer position(s), a completed application must be emailed to: cityclerk@antiochca.gov, or mailed/delivered to the Office of the City Clerk, by the deadline date listed above. Applications are available on the City’s website at: <https://bit.ly/COA-BC23>, and at the City Clerk’s Office.

2024 AFSF BUILD ANTIOCH
09.10.2024

WELCOME

#7

Team

Landscape

NOEL
ARMENTA

Architecture

CHRIS
WISE

JOSHUA
MENDEZ
VALDEZ

CLARISSA
RIVERA
MONTES

KEVIN
GUSTAVO
ROLDAN

Interiors

MARON
ZEWDIE

DONNIA
DOTSON

DAISHANE
GATES

Research & Analysis

JES
VINCENT
BALLESTEROS

MARON
ZEWDIE

NOEL
ARMENTA

Studio Instructors

TRISH
CALLO

LIVIA
ABREU COELHO

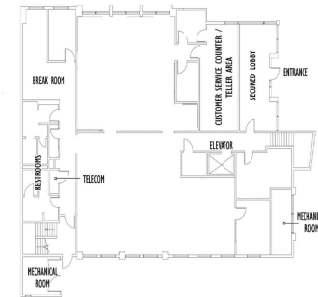
The Client:

Dept of Public Safety & Community Resources

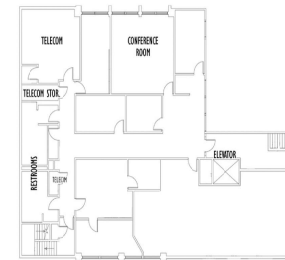
*“Together we
build a future
of strength,
support, and
unity.”*

Project Brief: a new home for the Public Safety & Community Services Department

- ☐ 800 W 2nd St, Antioch
- ☐ Building Type: Office
- ☐ Formerly PG&E Offices
- ☐ Built 1988
- ☐ 2-Story
- ☐ 9,898 Total SF
- ☐ 4,949/Floor
- ☐ Parking (10) Space



Exist Ground Floor



Exist 2nd Floor

Process:

Research

Analysis

Design

Process:

Research Analysis

Project Goals:

- ❑ achieve LEED Silver for renovated spaces
- ❑ utilize cost effective & sustainable interior finishes
- ❑ design spaces that are welcoming & relatable
- ❑ enhance & elevate the staff experience & environment
- ❑ design a space that is both user-specific as well as flexible

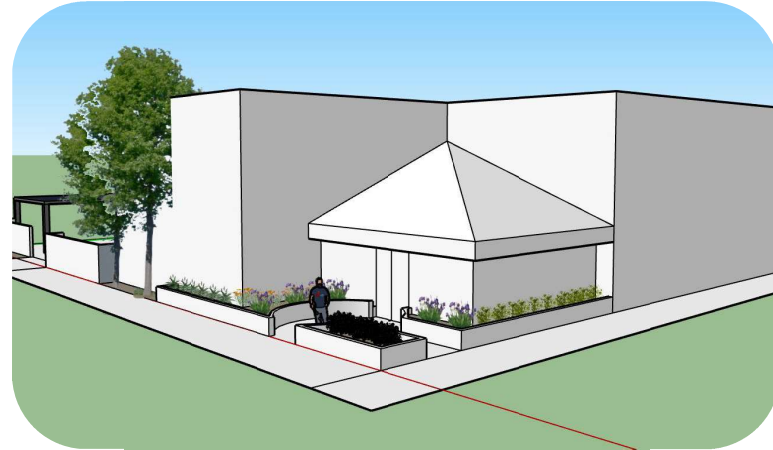
2024 AFSF BUILD ANTIOCH
09.10.2024

Design: Landscape

Easy Care & Yearlong Color



- Low Maintenance
- Low Operating Cost
- Beautiful - Elevates the Building Image



Native Plants



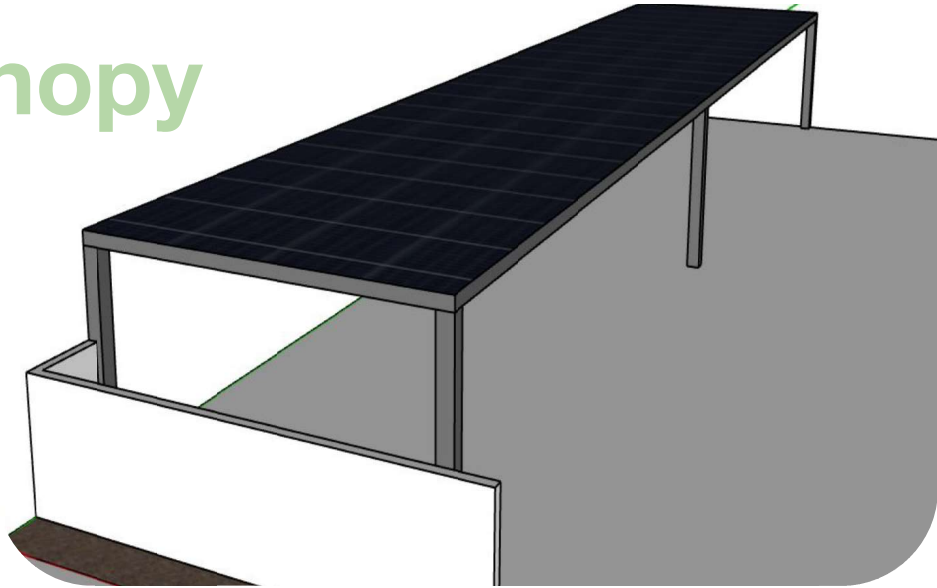
- Attracts Pollinators
- Low Maintenance
- Drought Tolerant



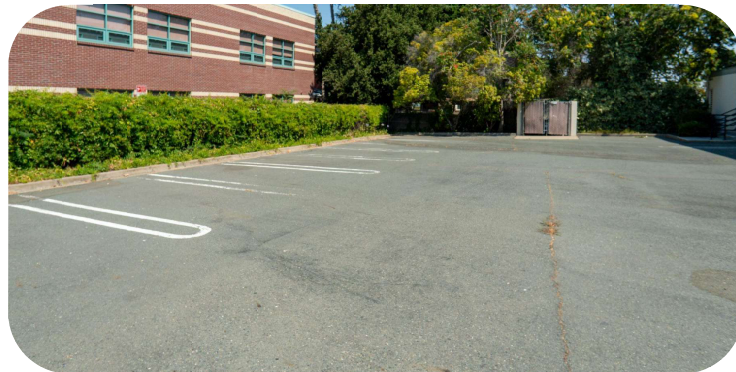
Landscape



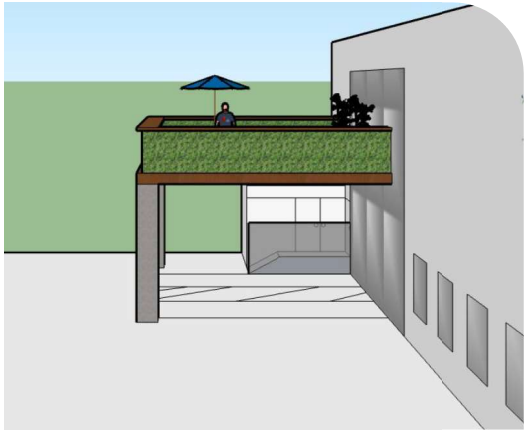
Solar Panel Canopy



- ☐ Lowers Operating Costs
- ☐ Provides Shade for Parking



Outdoor Break Room



- ❑ A Comfortable Space for Staff



2024 AFSF BUILD ANTIOCH
09.10.2024

Design: Architecture

DESIGN:

Project Goals

“Whether you’re a youth with aspirations, a nonprofit organization seeking to make a positive impact, or a community member ready to contribute, YSN is your avenue for collective growth and shared success, encouraging personal growth, and championing the potential within every young person.”

-Youth Services Network



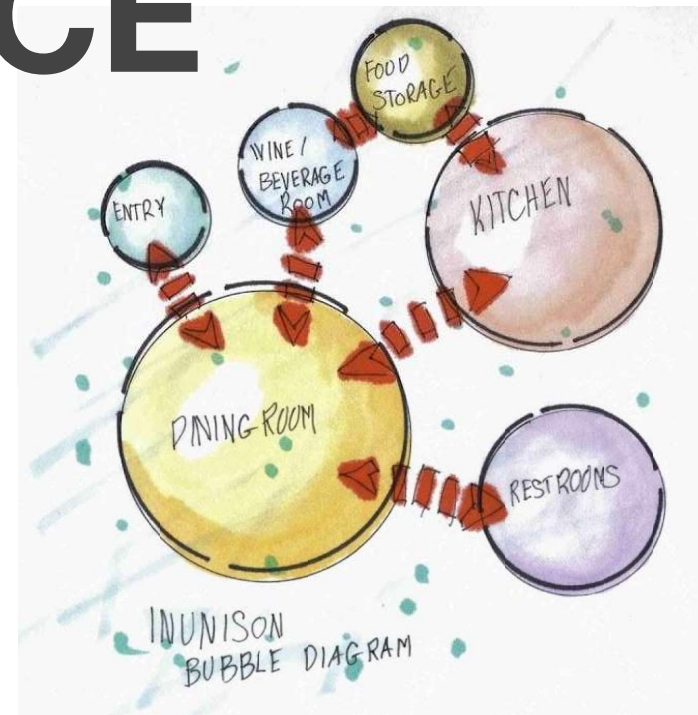
DESIGN:

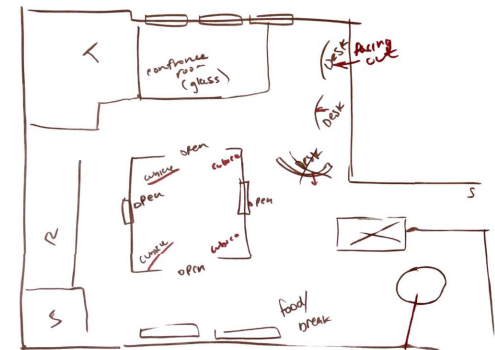
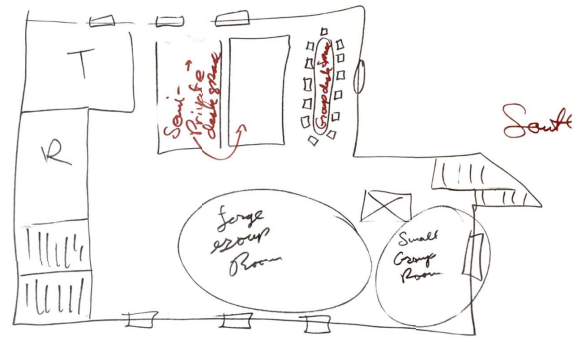
Architecture as Catalyst for Change

- ❑ A Place for Collaborations & Fostering Relationships
- ❑ Create a Collaborative Ecosystem
- ❑ A Positive Environment to Connect
- ❑ A Hub to Connect Youth, City Resources, and Nonprofits

WHAT IS SPACE PLANNING?

- Simple
- Conceptual
- Relationships





1ST FLOOR

YS Program Spaces

Who? Why?

When designing this space it was important for us to take full account for what program and people were going to be making use of it. The building serves the Department, which includes Environmental Sustainability, Housing & Unhoused Services, Community Engagement, Violence Intervention & Prevention, and Youth Services.

A.C.T.

Antioch Council of Teens

Bi-weekly meetings for Antioch and AUSD youth to get involved in community service, leadership, and personal growth.

Ages 12-18



M.A.P.

Mayor's Apprenticeship Program

Job training program for opportunity youth to develop career skills and gain work experience.

Ages 18-26



Springboard Project

Job training program for opportunity youth to develop career skills and gain work experience.

Grades 11th - 12th



YOCH Program

Program providing opportunities to learn business skills & complete community service projects.

Grades 6th - 10th



Build Antioch

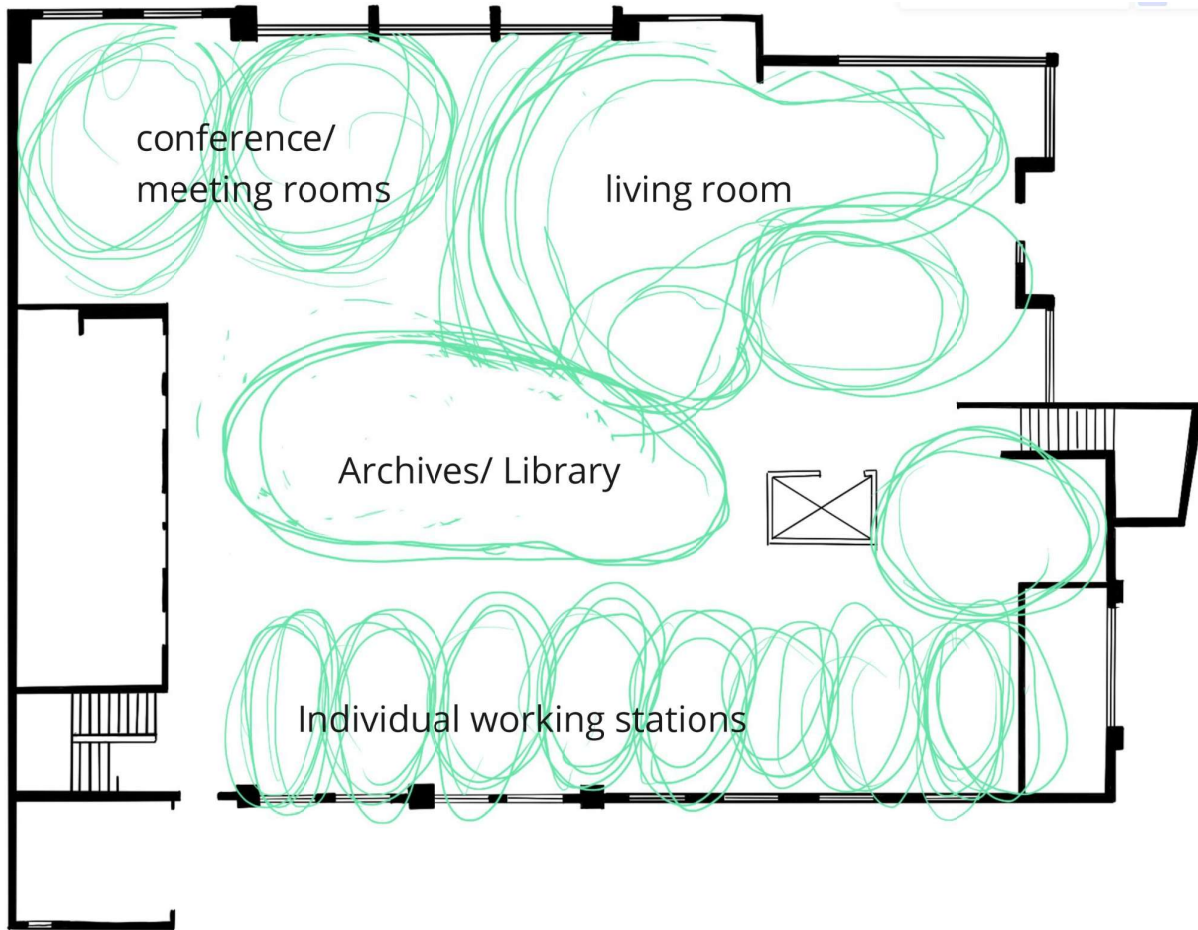
Architectural & Design Summer Internship

Ages 18-26

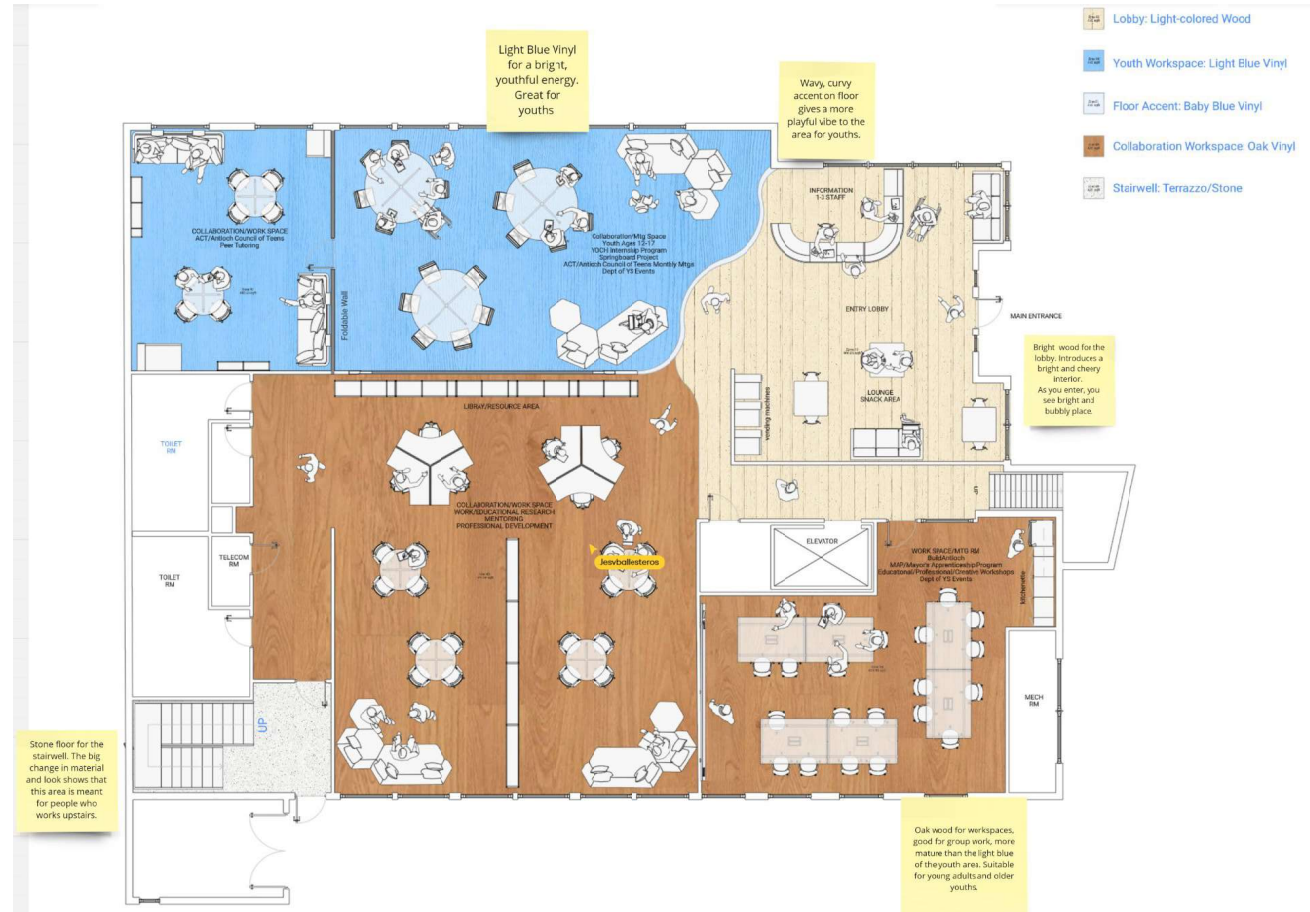
DESIGN:

A Place of Discovery

We often don't give our youth the autonomy necessary to make the discoveries that will lead them into their future career paths. This space will serve as that **place of discovery.**

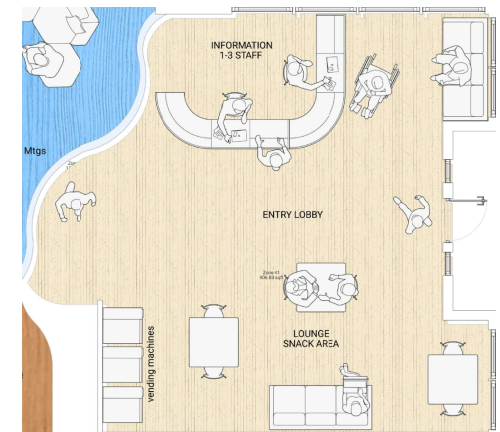
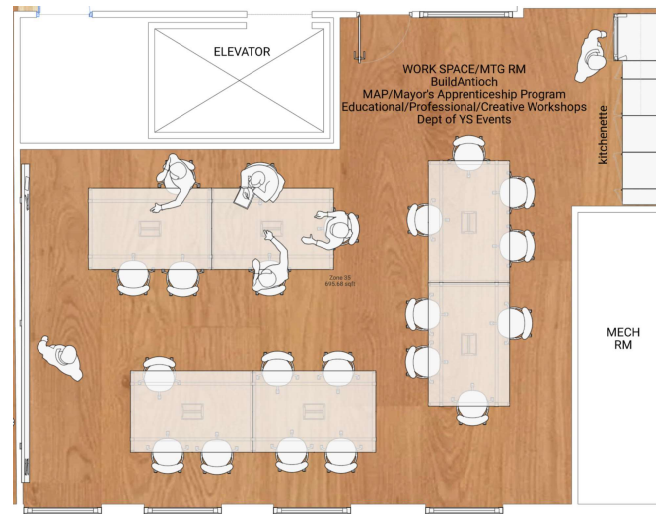
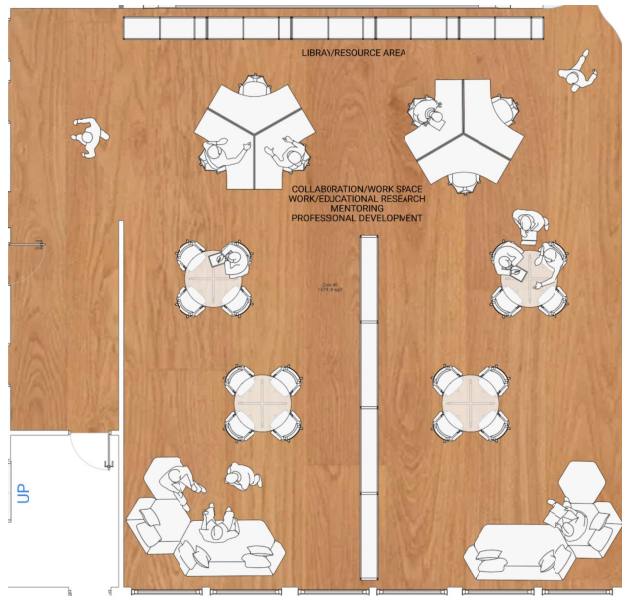
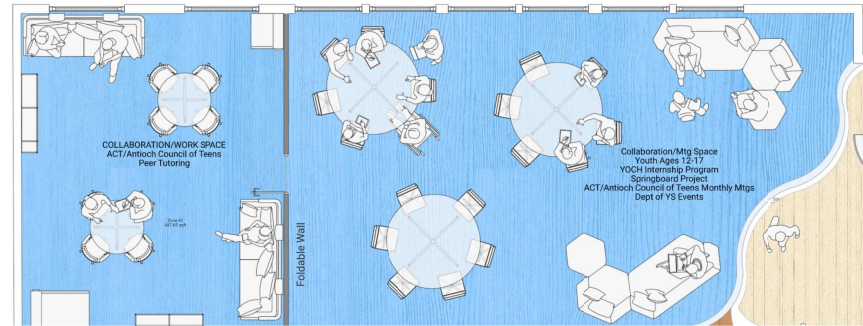


Concept for the First Floor Plan



A Place of Discovery

We often don't give our youth the autonomy necessary to make the discoveries that will lead them into their future career paths, this space will serve as that place of discovery.

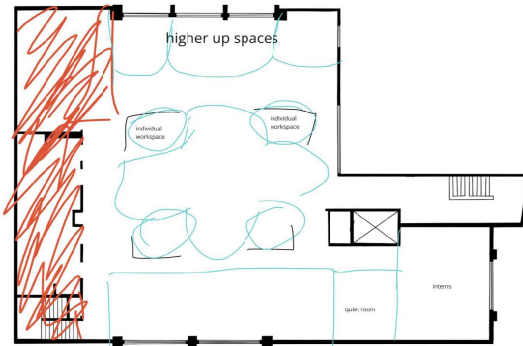


2ND FLOOR

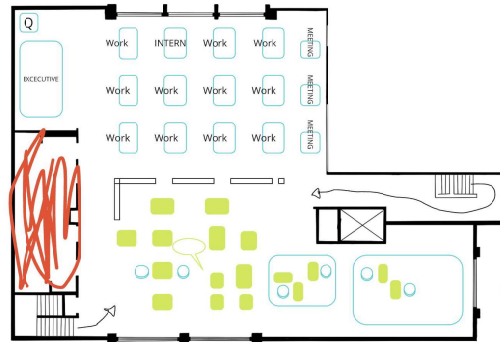
**Public Safety & Community
Resources Department**

CONCEPT DEVELOPMENT

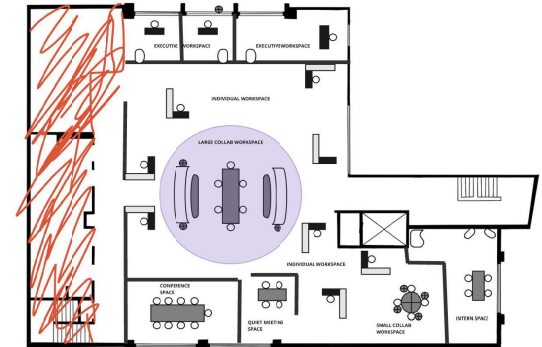
Shared Light



Collaboration



Centralized Workspace





Shared Light

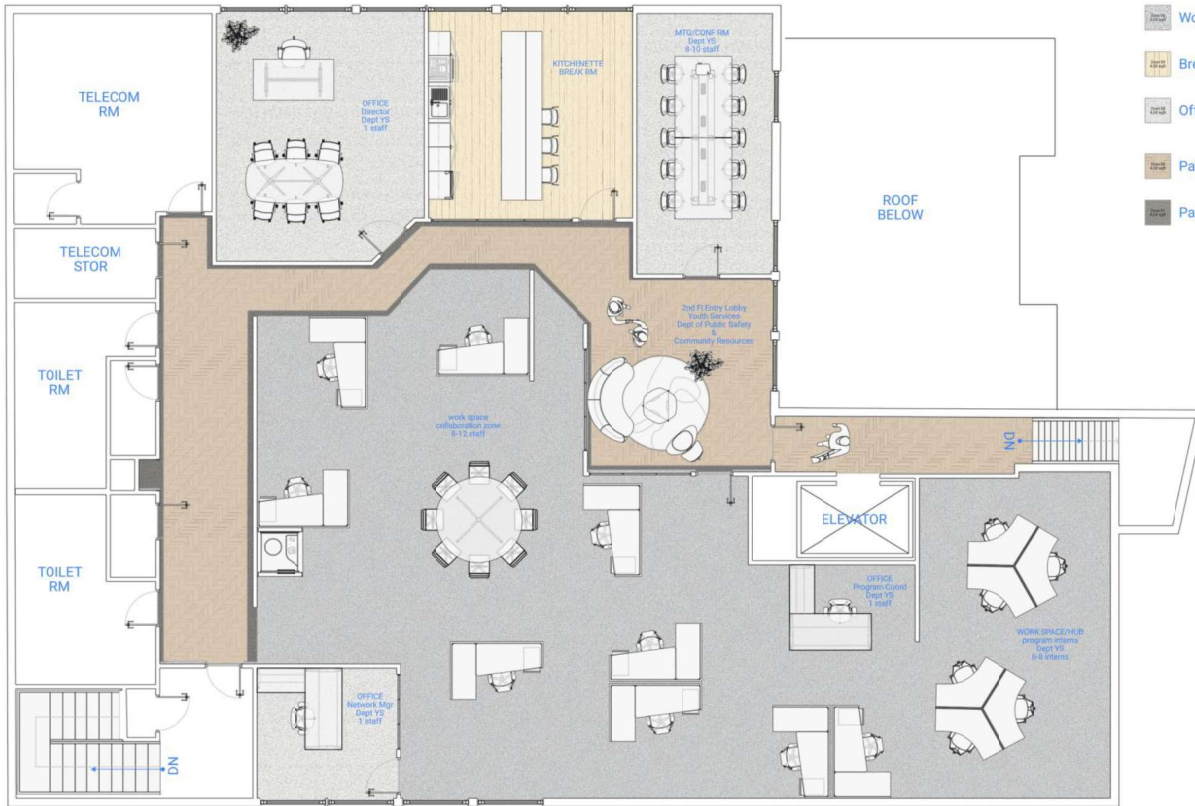
- ❑ Lots of Natural Light in Central Workspaces
- ❑ Clear Department Hierarchy
- ❑ Transparency Between Staff
- ❑ Levels of Privacy of work Areas



- Workspace: Gray Carpet
- Collaborative & Break: Lighter-color Wood Vinyl
- Offices: Light Gray Carpet
- Collaborative & Break Frame: Wood Vinyl





Collaboration

- Collaboration
- Clear Departmental Hierarchy
- Clear Separation Between Collaboration Zones & Work Spaces



-  Workspace: Gray Carpet
-  Break: Lighter-color Wood Vinyl
-  Offices: Light Gray Carpet
-  Pathway: Wood Vinyl
-  Pathway Frame: Carpet

Centralized Workspace

-  Guest vs Staff Circulation
-  Balancing Group & Individual Workspaces
-  Areas for Eating & Casual Collaboration
-  Comfortable Shared Space w/Lots of Natural Light

2024 AFSF BUILD ANTIOCH
09.10.2024

Design: Interiors

2024 AFSF BUILD ANTIOCH
09.10.2024

Design: INTERIOR DESIGN

Mood Boards



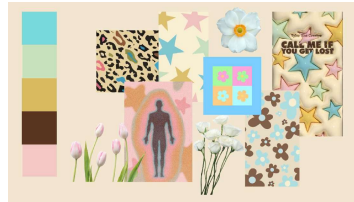
Emerald Opulence



Organic Fusion



Retro 70s



Tyler the Creator



Blossom Breeze



Savanna Elegance



Autumn Radiance



Verdant Harmony



Spectrum of Green

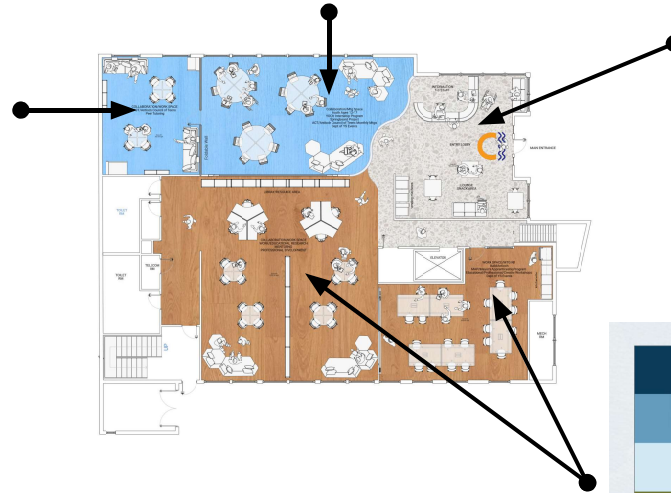
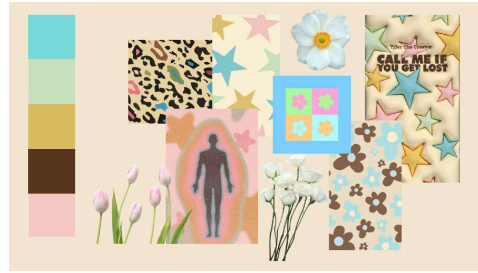


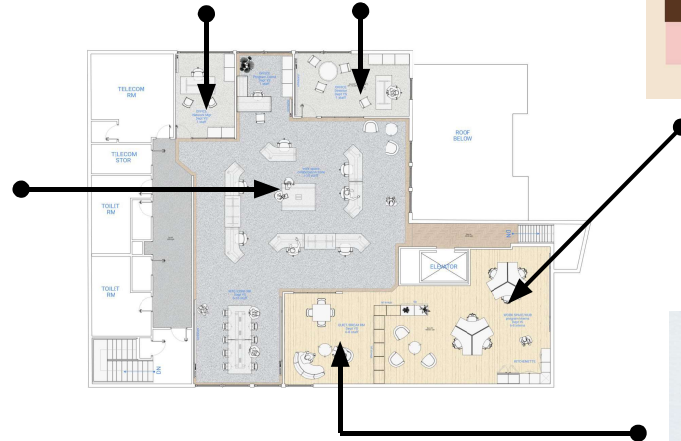
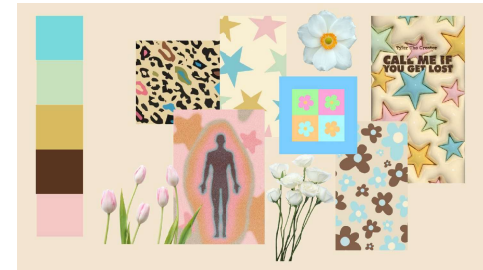
Serenity in Blue



Earthy Bloom

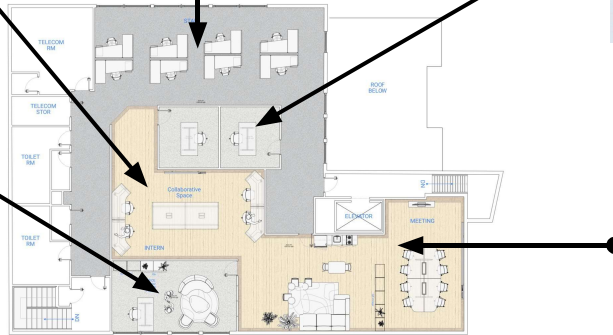
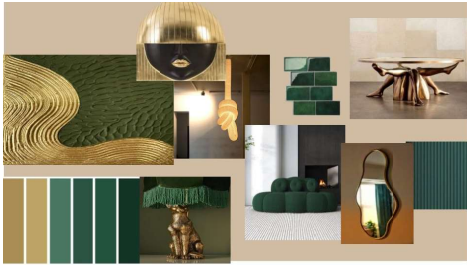
1st Floor Scheme:



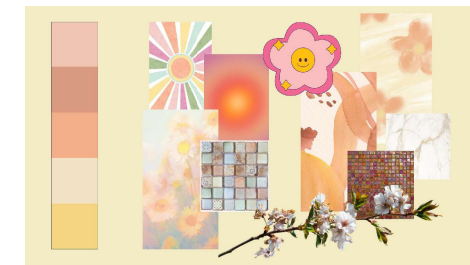
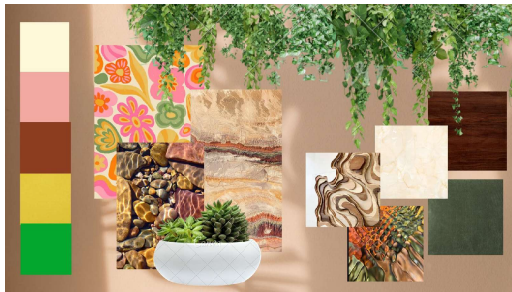
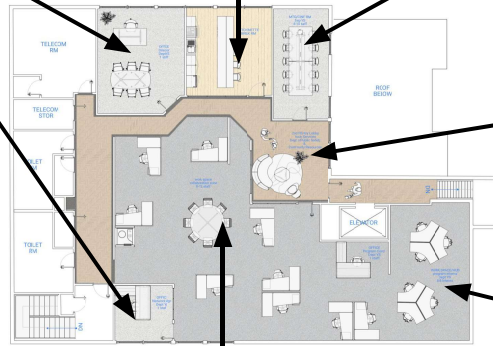


2nd Floor Shared Light





2nd Floor Collaboration



2nd Floor Centralized Work Space

THANK YOU

Acknowledgements

Antioch City Council

Lamar Hernandez-Thorpe, Mayor
Monica E Wilson, Mayor Pro Tem/District 4
Tamisha Torres-Walker, Council Member/District 1
Michael Barbanica, Council Member/District 2
Lori Ogorchock, Council Member/District 3

2024 Mentors

Jason DeMarco/Polyline Architecture + Urbanism
David Gonzalez/Junker Gonzalez Engineering Group
Simon McKenzie/Feldman Architecture
Michael Tzortzis/Singular Builders

Antioch Dept of Youth Services

Tasha Johnson, Director
Monserrat Cabral, Youth Services Manager
Maelvy Saucedo-Hinke, Program Coordinator

AFSF/A GLOBAL LEARNING COMMUNITY

Alan Sandler, Director
Fred Werner, Mentor Coordinator
Trish Callo, Studio Instructor
Livia Abreu Coelho, Studio Instructor

**CITY COUNCIL MEETING
INCLUDING THE ANTIOCH CITY COUNCIL
ACTING AS HOUSING SUCCESSOR
TO THE ANTIOCH DEVELOPMENT AGENCY**

**Regular Meeting
7:00 P.M.**

**August 13, 2024
Council Chambers**

5:15 P.M. - CLOSED SESSION

Mayor Hernandez-Thorpe called the Closed Session to order at 5:16 P.M., and Acting City Clerk Rosales called the roll.

Present: Council Members District 1 Torres-Walker, District 2 Barbanica, District 3 Ogorchock, Mayor Pro Tem (District 4) Wilson, and Mayor Hernandez-Thorpe

PLEDGE OF ALLEGIANCE

Mayor Hernandez-Thorpe led the Pledge of Allegiance.

1. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** – pursuant to California Government Code section 54956.9: National Prescription Opiate Litigation, United States District Court Northern District of Ohio Eastern Division, Case No. 1:17-md-2804.
2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**, Initiation of litigation pursuant to California Government Code section 54956.9(c): Two Cases.
3. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** – pursuant to California Government Code section 54956.9: California Resources Production v. City of Antioch et al. Contra Costa County Superior Court Case No. N21-2354; Delta Gas Gathering, Inc. and California Energy Exchange Corporation v. City of Antioch et al. Contra Costa County Superior Court Case No. N21-2355; and Enerfin Resources Northwest Limited Partnership v. City of Antioch et al. Contra Costa County Superior Court Case No. N21-2356.
4. **PUBLIC EMPLOYMENT** – Recruitment of City Manager. This closed session is authorized pursuant to California Government Code Section 54957(b).

PUBLIC COMMENTS – None

ADJOURN TO CLOSED SESSION

Mayor Hernandez-Thorpe adjourned to Closed Session at 5:17 P.M.

7:00 P.M. REGULAR MEETING

Mayor Hernandez-Thorpe called the meeting to order at 7:02 P.M., and Acting City Clerk Rosales called the roll.

Present: Council/Agency Members District 3 Ogorchock, Mayor Pro Tem (District 4) Wilson and Mayor Hernandez-Thorpe
Absent: Council/Agency Members District 1 Torres-Walker (arrived at 7:04 P.M.) and District 2 Barbanica

PLEDGE OF ALLEGIANCE

Mayor Hernandez-Thorpe led the Pledge of Allegiance.

CITY ATTORNEY TO REPORT OUT ON CLOSED SESSION

City Attorney Smith reported the City Council had been in Closed Session and gave the following report: **#1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** City Council unanimously approved a settlement, **#2 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**, direction given to City Attorney, **#3 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**, direction given to City Attorney; and, **#4 PUBLIC EMPLOYMENT**, direction given to the Director of Human Resources and City Attorney.

Councilmember Torres-Walker arrived at 7:04 P.M.

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS – None

1. ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

Acting City Clerk Rosales announced the following Board and Commission openings.

- Contra Costa County Mosquito & Vector Control Board
- Economic Development Commission
- Parks and Recreation Commission

For more information and to apply, visit the City's website.

PUBLIC COMMENTS

Erika Raulston expressed public safety concerns related to insufficient lighting and encampments in downtown Antioch.

Bruce Ohlson, Mister Bicycle, Delta Pedalers and Robert Prinz, Bike East Bay, discussed a recent bicycle fatality on Lone Tree Way and offered suggestions for improving safety for bicyclists in the area.

Mario Moren, Sarah Nichols and Janae Tan, Bella Rose Apartment residents, expressed safety concerns related to homeless encampments in their neighborhood.

Ralph Hernandez announced the passing of former City of Antioch employee, Bill Davis.

Kimberly Kidd-Bailey and Linnette Kidd discussed a bicycle fatality involving a family member on Lone Tree Way and offered suggestions for improving safety for bicyclists in the area. They also requested City staff and elected officials respond to their family regarding this incident.

Patricia Granados requested Council bring back a zoom option for public participation during City meetings.

Krystle Law discussed her homeless outreach efforts and requested anyone offering services provide their information so she could distribute a list of resources to the unhoused. Contact information was provided.

Leslie May expressed concern regarding unsafe traffic conditions in Antioch and discussed incidents related to unhoused residents that were negatively impacting her neighborhood.

An unidentified speaker expressed concern that the City had not pursued affordable housing sustainable community grant dollars from the State to improve infrastructure in Antioch.

Devin Williams offered his condolences to Ms. Kidd and led a moment of silence for lives that were lost to community violence.

Public comments submitted in writing were entered into the record from the following individuals: Valerie Randolph, Bo Dash, Deborah Cullen, Kristy Jardim, Vince Augusta., Mark Murray, Laurence White, Nati Flores Paniagua, Denise Baquing, Carol Kuhn, Yensi Kaplan, Wilmetta Silva, Dennis Daigle, Steven Amaral, Sandra Fuentes, Rosanne Carey, Kirin White, Bernabe Leiva, Johanna Leiva, Lisa Florez, Karen Spangler, Joe Sousa, Mike Hopkins, Nicole Geeting, Jake DeSoto, Noelle Ochinang, Marcel Saunders, Taneshia Jackson, Joan Scotto, an unidentified Individual and Mozell Quarles, Antioch residents, Samantha S, Brentwood resident, Sally de Becker, Berkeley resident, Lizbeth Gutierrez and Nicole Armstrong Pittsburg residents, Sierra Asnicar, Dublin resident, Dani Lanis, Advocacy Manager, Robert Prinz, Advocacy Director, Linda Kallenberger, RJ Erbeau, Walnut Creek, Will Leben, Bike East Bay, Kristin Tennesen, Walnut Creek resident, Nicole Cavanaugh, Annelise Meunier, Paige, Zach Fraser, District 4 Local Assistance Area Engineer, Danielle LoPresti, Robbie Williams, Hydeh Ghaffari, M.A. Caruso, Annemarie Dompe, Benicia resident and Carla Castillo.

CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS

Councilmember Torres-Walker reported on her attendance at the Cannabis Standing Committee meeting. She offered her condolences to the mother of the bicycle fatality victim and encouraged her to reach out to her directly with her concerns. She voiced her support for investing in the appropriate infrastructure for traffic safety. She reported on Council's efforts to address

homelessness. She requested Council hold a workshop to address the Governor's mandate and suggested bringing back Acting City Manager Reed's request for an analyst to seek out grant opportunities.

Councilmember Wilson agreed with Councilmember Torres-Walker's comments. She supported dedicated bicycle lanes and crime prevention through environmental design. She announced Delta Diablo would be meeting on August 14, 2024, and Tri Delta would be meeting next week.

MAYOR'S COMMENTS

Mayor Hernandez-Thorpe reported on his attendance at a Tri Delta Transit meeting. He provided an overview of encampment cleanup efforts. He reported on the results of an analysis that was conducted of votes taken by Council. He offered his condolences to the family of the bicycle fatality. He reported on the efforts Council had taken with regards to traffic calming measures and spoke in support of developing a bicycle master plan. He stated he would be meeting with Interim Police Chief Addington to discuss improving customer service from APD. He commented that Council would continue to move forward on the encampment and homelessness issues, and there had been funding requests at the state level.

2. PRESENTATIONS

2.01. PFM ASSET MANAGEMENT LLC Presented by Justin Resuello, Client Relations Manager

City Treasurer Posada introduced Justin Resuello, Client Relations Manager, PFM Asset Management LLC, who gave a PowerPoint presentation of the Investment Performance Review for the Quarter Ended June 30, 2024.

2.02. PROJECT UPDATE FOR THE BRACKISH WATER DESALINATION PROJECT (P.W. 694)

Project Manager Sbranti presented the staff report and Brackish Water Desalination Project Update PowerPoint presentation recommending the City Council receive and file the Brackish Water Desalination Project update.

Leslie May asked if the Brackish Water Desalination Project was similar to the state water project.

Mayor Hernandez-Thorpe explained that the state water project was a separate issue.

In response to Councilmember Wilson, Acting Director of Public Works/City Engineer Buenting explained that they had looked into solar to help supplement power.

3. CONSENT CALENDAR *for City /City Council Members acting as Housing Successor to the Antioch Development Agency*

- A. APPROVAL OF COUNCIL MEETING MINUTES FOR JULY 23, 2024
- B. APPROVAL OF COUNCIL WARRANTS
- C. APPROVAL OF HOUSING SUCCESSOR WARRANTS
- D. **RESOLUTION NO. 2024/108** AWARD OF AGREEMENT TO ADVANCED TRENCHLESS INC. FOR EMERGENCY UNDERGROUND WATER AND SEWER/STORM UTILITY INFRASTRUCTURE REPAIRS
- E. **RESOLUTION NO. 2024/109** FIRST AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH COASTLAND FOR ON-CALL CONSULTANT INSPECTION SERVICES
- F. **RESOLUTION NO. 2024/110** AWARD OF AGREEMENT TO BARTLEY PUMP, PM LLC, DBA PUMPMAN CO. FOR ON-CALL PUMP REPAIRS AND REBUILDS

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson, the City Council members present unanimously approved the Council Consent Calendar.

PUBLIC HEARING

4. EAST LONE TREE SPECIFIC PLAN PROJECT

Planning Manager Merideth introduced Contract Planner Gnos who presented the staff report dated August 13,2024. The Planning Commission recommended the City Council take the following actions: 1) Adopt the resolution certifying the East Lone Tree Specific Plan Supplemental Environmental Impact Report (SEIR). 2) Adopt the resolution approving the East Lone Tree Specific Plan amendment.

Mayor Hernandez-Thorpe opened and closed the public hearing with no members of the public requesting to speak.

Public comment submitted in writing was entered into the record from the following individual: Pete Sheehan, Golden State Environmental Justice Alliance.

RESOLUTION NO. 2024/111

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson the City Council members present unanimously adopted the resolution certifying the East Lone Tree Specific Plan Supplemental Environmental Impact Report (SEIR).

RESOLUTION NO. 2024/112

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson the City Council members present unanimously adopted the resolution approving the East Lone Tree Specific Plan amendment.

COUNCIL REGULAR AGENDA

5. REQUEST TO OVERHIRE ONE POLICE CAPTAIN FOR THE REMAINDER OF FISCAL YEAR 2024/25

Interim Police Chief Addington presented the staff report dated August 13, 2024, recommending the City Council adopt a resolution to authorize the overhire of one Police Captain position for the remainder of Fiscal Year 2024/25.

RESOLUTION NO. 2024/113

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson the City Council members present unanimously adopted a resolution to authorize the overhire of one Police Captain position for the remainder of Fiscal Year 2024/25.

6. REQUEST TO ADD ONE ADMINISTRATIVE ANALYST I POSITION FOR THE POLICE DEPARTMENT

Interim Police Chief Addington presented the staff report dated August 13, 2024, recommending the City Council adopt a resolution to approve the addition of one Administrative Analyst I position to the Police Department and the necessary Fiscal Year 2024/25 General Fund budget adjustment.

RESOLUTION NO. 2024/114

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson the City Council members present unanimously adopted a resolution to approve the addition of one Administrative Analyst I position to the Police Department and the necessary Fiscal Year 2024/25 General Fund budget adjustment.

7. DISPOSITION OF REAL PROPERTY LOCATED AT 275 WEST TREGALLAS ROAD, ANTIOCH, CA (APN 071-050-047); AUTHORIZATION OF THE ACTING CITY MANAGER TO EXECUTE THE PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS WITH DELTA LEARNING CENTER; APPROVAL OF CERTAIN RELATED ACTIONS; AND CEQA EXEMPTION FINDINGS

Acting City Manager Reed presented the staff report dated August 13, 2024 recommending the City Council adopt a resolution: 1) Approving the disposition of the real property located at 275 West Tregallas Road, Antioch, California (APN 071-050-047) ("Property"); 2) Authorizing the Acting City Manager to execute the Purchase and Sale Agreement and Joint Escrow Instructions with Delta Learning Center for disposition of the Property with a purchase price in the amount of

One Dollar (\$1.00) with certain reservations of rights and deed use restrictions; and 3) Making a finding that the disposition of the Property is found to be categorically exempt from environmental review under the California Environmental Quality Act (CEQA).

Kimberly Ahumada, Executive Director / Delta Learning Center, Cara Begley, Soroptimist International of Antioch, Antonio Hernandez, Delta Learning Center Board of Directors, LeAndra Turner and Osayi Edigin, Antioch residents and an unidentified speaker spoke in support of Council adopting the resolution approving the disposition of the property.

RESOLUTION NO. 2024/115

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson the City Council members present unanimously adopted a resolution: 1) Approving the disposition of the real property located at 275 West Tregallas Road, Antioch, California (APN 071-050-047) ("Property"); 2) Authorizing the Acting City Manager to execute the Purchase and Sale Agreement and Joint Escrow Instructions with Delta Learning Center for disposition of the Property with a purchase price in the amount of One Dollar (\$1.00) with certain reservations of rights and deed use restrictions; and 3) Making a finding that the disposition of the Property is found to be categorically exempt from environmental review under the California Environmental Quality Act (CEQA).

Mayor Hernandez-Thorpe congratulated Delta Learning Center.

8. CONSIDERATION OF A CANNABIS OPERATING AGREEMENT FOR ANT GREEN LLC

Assistant City Attorney Kundinger presented the staff report dated August 13, 2024, recommending the City Council: 1) Adopt a resolution approving a cannabis operating agreement between the City and ANT Green LLC and 2) Authorize the Acting City Manager to execute the agreement in a form approved by the City Attorney.

Ralph Hernandez and Kibibi Columbus spoke in opposition to Council approving the Operating Agreement for ANT Green LLC.

Leslie May spoke in support of Council approving the Operating Agreement for ANT Green LLC.

Councilmember Ogorchock stated she did not support cannabis businesses.

In response to Councilmember Torres-Walker, Acting Director of Community Development Scudero reviewed the security plan associated with cannabis businesses.

Councilmember Torres-Walker thanked Monument Impact and City staff for identifying organizations to benefit from these agreements.

Mayor Hernandez-Thorpe clarified that this item was for consideration of the Operating Agreement and noted the application for the business had received prior approval. He added that Council had taken previous actions to extend the green zone and apply buffers to restrict the concentration of cannabis operations. He reported there had been no issues related to public safety with current cannabis businesses.

RESOLUTION NO. 2024/116

On motion by Councilmember Wilson, seconded by Councilmember Torres-Walker the City Council 1) Adopted a resolution approving a cannabis operating agreement between the City and ANT Green LLC and 2) Authorized the Acting City Manager to execute the agreement in a form approved by the City Attorney. The motion carried the following vote:

Ayes: Torres-Walker, Wilson, Thorpe

Noes: Ogorchock

Absent: Barbanica

9. CONSIDERATION OF A CANNABIS OPERATING AGREEMENT FOR OTC ANTIOCH, LLC

Assistant City Attorney Kunding presented the staff report dated August 13, 2024, recommending the City Council: 1) Adopt a resolution approving a cannabis operating agreement between the City and OTC Antioch, LLC and 2) Authorize the Acting City Manager to execute the agreement in a form approved by the City Attorney.

Adam Mernit, Chief Development Officer, OTC Antioch LLC dba Off the Charts, gave a brief background of their company and requested approval of their Operating Agreement and Social Equity Program.

Ralph Hernandez and Kibibi Columbus spoke in opposition to Council approving the Operating Agreement for OTC Antioch, LLC.

Leslie May spoke in support of Council approving the Operating Agreement for OTC Antioch, LLC.

In response to Councilmember Ogorchock, Mayor Hernandez-Thorpe clarified the approval of these operating agreements would bring the number of cannabis operations to seven (7) within the City.

Councilmember Torres-Walker encouraged operators to provide educational programs centered on the impacts of cannabis.

RESOLUTION NO. 2024/117

On motion by Councilmember Wilson, seconded by Councilmember Torres-Walker the City Council 1) Adopted a resolution approving a cannabis operating agreement between the City

and OTC Antioch, LLC and 2) Authorized the Acting City Manager to execute the agreement in a form approved by the City Attorney. The motion carried the following vote:

Ayes: Torres-Walker, Wilson, Thorpe Noes: Ogorchock Absent: Barbanica

10. CITY COUNCIL REQUESTED DISCUSSION ITEM – DISCUSSION ON WORKING WITH CONTRA COSTA COUNTY TO CREATE A COORDINATED OUTREACH REFERRAL, ENGAGEMENT (C.O.R.E.) TEAM FOR ANTIOCH

Councilmember Ogorchock stated she requested this agenda item and gave an update on cities that had CORE teams. She reported that Director of Public Safety and Community Resources Johnson had applied for a grant through the state and would like to use at least 50% for a CORE team. She provided projected costs and requested Council reconsider funding a CORE team or request Acting City Manager Reed contact neighboring cities to determine if there was interest in sharing a CORE team and the costs associated.

Leslie May explained the Contra Costa County CORE Team did not operate in Antioch.

Following discussion, the Council consensus directed staff to agendize a workshop on homelessness.

PUBLIC COMMENT – None

STAFF COMMUNICATIONS – None

COUNCIL COMMUNICATIONS AND FUTURE AGENDA ITEMS

Councilmember Torres-Walker thanked the public for their attendance this evening. She requested staff agendize consideration of hiring an analyst in the City Manager’s office for the purpose of seeking grant opportunities.

Councilmember Ogorchock restated a previous agenda request for consideration of the formation of a Senior Ad Hoc Committee.

Councilmember Wilson restated a previous Agenda request for a discussion on the development of a bicycle specific plan for Antioch.

ADJOURNMENT

On motion by Councilmember Ogorchock, seconded by Councilmember Torres-Walker the City Council members present unanimously adjourned the meeting at 9:46 P.M.

Respectfully submitted:
Kitty Eiden
KITTY EIDEN, Minutes Clerk

**CITY COUNCIL MEETING
INCLUDING THE ANTIOCH CITY COUNCIL
ACTING AS HOUSING SUCCESSOR
TO THE ANTIOCH DEVELOPMENT AGENCY**

**Regular Meeting
7:00 P.M.**

**August 27, 2024
Council Chambers**

5:15 P.M. - CLOSED SESSION

Mayor Hernandez-Thorpe called the Closed Session to order at 5:15 P.M., and Acting City Clerk Rosales called the roll.

Present: Council Members District 2 Barbanica, District 3 Ogorchock, Mayor Pro Tem (District 4) Wilson and Mayor Hernandez-Thorpe
Absent: Council Member District 1 Torres-Walker (arrived at 5:31 P.M.)

PLEDGE OF ALLEGIANCE

Mayor Hernandez-Thorpe led the Pledge of Allegiance.

PUBLIC COMMENTS

Mark Jordan and an unidentified speaker requested Council appoint an experienced City Manager.

Leslie May and Devin Williams spoke in support of appointing Bessie M. Scott as City Manager.

1. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** – pursuant to California Government Code section 54956.9: Susana Shippam v. City of Antioch, Superior Court of California Contra Costa County (Case No. C22-01129).
2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**, Initiation of litigation pursuant to California Government Code section 54956.9(c): Three Cases.
3. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION: ACTING CITY MANAGER.** This closed session is authorized pursuant to California Government Code section 54957(b)(1).
4. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION: CITY ATTORNEY.** This closed session is authorized pursuant to California Government Code section 54957(b)(1).
5. **A. PUBLIC EMPLOYEE APPOINTMENT: CITY MANAGER.** This closed session is authorized pursuant to California Government Code section 54957(b)(1).

- B. CONFERENCE WITH LABOR NEGOTIATORS** – pursuant to California Government Code section 54957.6. City designated representatives: Human Resources Director Ana Cortez and City Attorney Thomas Lloyd Smith. Employee Organization: Unrepresented Employee – City Manager Candidate.

ADJOURN TO CLOSED SESSION

Mayor Hernandez-Thorpe adjourned to Closed Session at 5:29 P.M.

7:00 P.M. REGULAR MEETING

Mayor Hernandez-Thorpe called the meeting to order at 7:10 P.M., and City Clerk Householder called the roll.

Present: Council/Agency Members District 1 Torres-Walker, District 2 Barbanica, District 3 Ogorchock, Mayor Pro Tem (District 4) Wilson and Mayor Hernandez-Thorpe

PLEDGE OF ALLEGIANCE

Mayor Hernandez-Thorpe led the Pledge of Allegiance.

CITY ATTORNEY TO REPORT OUT ON CLOSED SESSION

City Attorney Smith reported the City Council had been in Closed Session and gave the following report: **#1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**, City Council unanimously approved a settlement in the amount of \$85,000, by a 5-0 vote, **#2 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**, direction given to City Attorney, **#3 PUBLIC EMPLOYEE PERFORMANCE EVALUATION: ACTING CITY MANAGER**, no reportable action, **#4 PUBLIC EMPLOYEE PERFORMANCE EVALUATION: CITY ATTORNEY**, no reportable action; and, **5. A. PUBLIC EMPLOYEE APPOINTMENT: CITY MANAGER** and, **5. B. CONFERENCE WITH LABOR NEGOTIATORS**, no reportable action.

1. INTRODUCTION OF NEW CITY EMPLOYEES

Interim Police Chief Addington introduced Brennan Taft, Community Service Officer who thanked Interim Police Chief Addington for the introduction and stated he looked forward to serving the citizens of Antioch.

Director of Human Resources Cortez introduced Michele Milo, Human Resources Technician who thanked Director of Human Resources Cortez for the introduction and stated she looked forward to working in Antioch.

2. PROCLAMATIONS

- International Overdose Awareness Day, August 31, 2024
- Childhood Cancer Awareness Month, September 2024

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson the City Council unanimously approved the Proclamations.

A representative accepted the *International Overdose Awareness Day* proclamation.

3. ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

Amadeus Castillo, Antioch Council of Teens (ACT) announced the following civic and community events:

- The “Yoch” Teen Volunteer Program – Visit: antiochca.gov/Youth
- Mayor’s Apprenticeship Program (MAP) – Visit: antiochca.gov/MAP

4. ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

City Clerk Householder announced the following Board and Commission openings.

- Contra Costa County Mosquito & Vector Control Board
- Economic Development Commission

For more information and to apply, visit the City’s website.

PUBLIC COMMENTS

Due to the amount of speaker requests, Mayor Hernandez-Thorpe reduced speaker times to (2) two-minutes.

John Malcolm Jr., Antioch resident, discussed a significant increase in his water bill and requested Council intervene.

Nadia King, NAACP, announced the NAACP Banquet would be held on October 20, 2024.

Kimberly Kidd-Bailey and Linette Kidd, Antioch residents, discussed a bicycle fatality of a family member and expressed concern for the lack of response from City staff regarding this matter.

Teresa Farias Lua, Rising Juntos, expressed concern that interpretation services were not made available this evening.

Erika Raulston suggested the City bring Job Corps and AmeriCorps programs into Antioch for the youth in the community.

Dan Aderholt, American River Homeless Crews, spoke in support of the *Childhood Cancer Awareness Month* proclamation, discussed his homeless outreach efforts and thanked homeless advocates in Antioch.

Yousef spoke in support of a ceasefire resolution and divestment from Israel.

Frank Sterling, Antioch resident, spoke in support of a ceasefire resolution. He thanked the CARE team for providing services to a member of the community. He spoke in support of ACCE and congratulated Captain Vigil on his promotion.

Kathryn Wade encouraged the City to advocate for state funding for homeless services. She thanked Mayor Hernandez-Thorpe for his outreach efforts and expressed concern for comments posted on social media during this election season.

Gavin Payton, NAACP, offered condolences to the lives lost to community violence and voiced his support for anti-racism efforts.

Nicole Arrington spoke in support of Councilmember Torres-Walker and voiced her support for anti-racism efforts.

An unidentified speaker reported on an interaction he had with children raising money for charity and encouraged community members to support each other.

Gigi Crowder, Black Minds Matter 21, expressed concern that the County was not sharing federal funding opportunities for housing with East Contra Costa County. She encouraged relationship building to get federal funding for housing and residential treatment programs in Antioch.

Tachina Garrett, ACCE Antioch, invited the community to attend the Whistle Stop Tour and Celebration on September 14, 2024.

An unidentified speaker requested Council provide a zoom option for public participation at City meetings. She acknowledged the accomplishments of several Councilmembers and encouraged them to continue to make positive changes in the community. She expressed concern for divisive posts on social media.

Public comments submitted in writing were entered into the record from the following individuals: Robert Prinz, Advocacy Director Bike East Bay and Mahogany Gillam.

Councilmember Wilson made a request to suspend the rules to move Public Hearing Item #6 up as the next order of business. Following discussion, she withdrew her request.

CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS – None

MAYOR'S COMMENTS – None

5. **CONSENT CALENDAR for City /City Council Members acting as Housing Successor to the Antioch Development Agency**
 - A. **APPROVAL OF COUNCIL MEETING MINUTES FOR JULY 23, 2024**
 - B. **APPROVAL OF COUNCIL MEETING MINUTES FOR AUGUST 13, 2024**
 - C. **APPROVAL OF COUNCIL WARRANTS**
 - D. **APPROVAL OF HOUSING SUCCESSOR WARRANTS**
 - E. **RESOLUTION NO. 2024/118 APPROVAL OF THE PROPOSAL FROM LILYPAD EV UTILIZING THE SOURCEWELL COOPERATIVE PURCHASING AGREEMENT NO. 04221-CPI FOR PHASE 1 OF THE ZERO EMISSION VEHICLE TRANSITION PROJECT (P.W. 690-1)**
 - F. **RESOLUTION NO. 2024/119 CONSIDERATION OF BIDS FOR THE JACOBSEN PARK RENOVATIONS (P.W. 59-P2)**
 - G. **RESOLUTION NO. 2024/120 FIRST AMENDMENT TO THE MAINTENANCE SERVICE AGREEMENT WITH DC ELECTRIC GROUP INC. FOR ELECTRIC VEHICLE CHARGER INSTALLATIONS**
 - H. **RESOLUTION NO. 2024/121 APPROVAL OF THE REPLACEMENT PURCHASE OF A CATERPILLAR WHEEL LOADER MODEL CAT 914 UTILIZING A SOURCEWELL COOPERATIVE PURCHASING AGREEMENT WITH PETERSON CAT AGREEMENT NO. 011723-CAT**
 - I. **RESOLUTION NO. 2024/122 ACCEPTING COMPLETED IMPROVEMENTS, AUTHORIZING FILING A NOTICE OF COMPLETION AND AUTHORIZING THE RELEASE OF BONDS FOR AVIANO SUBDIVISION PHASE 3 IMPROVEMENTS NOT PREVIOUSLY ACCEPTED WITH CITY COUNCIL RESOLUTION NO. 2023/142, TRACT NO. 9489 (P.W. 676-3)**
 - J. **RESOLUTION NO. 2024/123 APPROVING PROGRAM SUPPLEMENT AGREEMENT NO. HSIPSL-5038(029) TO ADMINISTERING AGENCY-STATE AGREEMENT NO. 04-5038S21 FOR STATE FUNDS FROM THE HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) AND APPROVING A FISCAL YEAR 2024/25 BUDGET AMENDMENT FOR THE INSTALLATION OF HAWK SIGNALS AT VARIOUS LOCATIONS (P.W. 282-25)**

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson, the City Council unanimously approved the Council Consent Calendar with the exception of Items E and F, which were removed for further discussion.

Item E – In response to Andrew Becker, Acting Director of Public Works/City Engineer Buenting gave an overview of the Phase 1 Zero Emission Vehicle Transition Project.

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson the City Council unanimously approved Item E.

Item F – In response to Andrew Becker and Alexander Broom, Acting Director of Public Works/City Engineer Buenting explained the community engagement and review process as well as site design for the Jacobson Park renovations.

On motion by Councilmember Ogorchock, seconded by Mayor Hernandez-Thorpe the City Council unanimously approved Item F.

PUBLIC HEARING

6. INTRODUCTION OF THE JUST CAUSE EVICTION ORDINANCE

In response to Councilmember Ogorchock, Assistant City Attorney Kunding clarified that the redline of the Ordinance was not included with the staff report; however, the Draft Ordinance was attached.

Assistant City Attorney Kunding presented the staff report dated August 27, 2024, recommending the City Council introduce by title only and waive further reading of the Ordinance Adding Chapter 6 of Title 11 of the Antioch Municipal Code Providing Just Cause Eviction Protection within the City of Antioch. He noted there were two minor typographical errors that needed to be corrected, and he would review those after the close of the Public Hearing.

Mayor Hernandez-Thorpe opened the public hearing.

Ethan Silverstein, California Center for Movement Legal Services, Melvin Willis, ACCE, Richmond resident, Reverand Millie Phillips, Faith Alliance for a Moral Economy and EBASE, Leslie May, Devin Williams, Yarely Perez, Rising Juntos, Leticia Walker, Rising Juntos, Brendon O'Laskey, Rising Juntos, Dr. Kimberly Payton, Gavin Payton, Patricia Granados, Nicole Arrington, Jaydon Pierre-King, Rising Juntos, Addison Peterson, Eddie Gums, ACCE, Rhea Elina Laughlin, Rising Juntos, an unidentified speaker and Antwon Webster, spoke in support of the Just Cause for Evictions Ordinance and thanked the stakeholders for participating in the process. Several speakers made recommendations for items to be included in the ordinance.

Public comments submitted in writing were entered into the record from the following individuals: Joey Flegel-Mishlove and Greg Terzakis, Senior Vice President, California Apartment Association.

Mayor Hernandez-Thorpe closed the public hearing.

Assistant City Attorney Kunding explained the typographical errors that needed to be corrected included the following: 1) Page 3, Section – 11-6.04 - Termination of tenancy. A.(1)(c) removing 30 days to abate the nuisance and replacing it with **3 days** to abate the nuisance, and 2) Page 11, Section – 11-6.06 – Relocation assistance. A.(1) replacing reference to 11-6.04 (A)(2)(a) with **11-6.04(A)(2)**.

Councilmember Torres-Walker, Wilson and Mayor Hernandez-Thorpe thanked the tenants and stakeholders for advocating on behalf of renters and for participating in the process.

On motion by Councilmember Torres-Walker, seconded by Councilmember Wilson the City Council unanimously introduced by title only and waived further reading of the Ordinance Adding Chapter 6 of Title 11 of the Antioch Municipal Code Providing Just Cause Eviction Protection within the City of Antioch incorporating the following amendments:

- Page 3, Section – 11-6.04 - Termination of tenancy. A.(1)(c) removing 30 days to abate the nuisance and replacing it with **3 days** to abate the nuisance
- Page 11, Section – 11-6.06 – Relocation assistance. A.(1) replacing reference to 11-6.04 (A)(2)(a) with **11-6.04(A)(2)**

7. **GOOD CHANCE PRELIMINARY DEVELOPMENT PLAN (PRE2023-0004)**

Councilmember Barbanica recued himself due to the location of the project and left the dais.

Planning Manager Merideth introduced Contract Planner Valente who presented the staff report dated August 27, 2024, recommending the City Council provide feedback to the applicant and staff regarding the proposal and provide direction to the applicant for the entitlement submittal.

Mayor Hernandez-Thorpe opened the public hearing.

Mike Milani, Milani and Associates Mike Milani, Milani and Associates, thanked staff for a thorough staff report and gave a brief history of the project. He explained they were requesting direction from Council on how to move forward with their project and asked them to consider a general plan land use amendment to change the property from open space to medium/low density residential.

An unidentified speaker and Alexander Broom spoke in opposition to the General Plan Land Use Amendment given site constraints on the property and spoke in support of it remaining a buffer for open space.

Leslie May spoke in opposition to the project design and expressed concern for site constraints and potential seismic activity occurring in the area.

Rebuttal

Mike Milani explained the PDP process. He stated they could not proceed with geotechnical studies unless Council supported the General Plan Amendment and if they were conditioned to address the landfill, then they could evaluate that matter to determine economic viability. He reported that they had been in discussions with the park district regarding the property that they had acquired, and they were in the process of addressing that issue. He commented that ADU issues were a result of action taken by the State and noted that they intended to be good developers. He requested direction from Council and approval of the General Plan Amendment.

Public comments submitted in writing were entered into the record from the following individuals: Jerry Henderson and Thomas Smith, Antioch residents.

Mayor Hernandez-Thorpe closed the public hearing.

Following discussion, Council consensus did not support a General Plan Amendment from Open Space to Medium Low Density Residential for this property.

Councilmember Barbanica returned to the dais.

8. INTRODUCTION OF AN ORDINANCE: APPROVING COUNCILMEMBER INCREASES IN SALARY IN ACCORDANCE WITH SENATE BILL 329. THE COUNCIL PAY WILL INCREASE FROM \$1,604 PER MONTH TO \$1,900 PER MONTH AND WILL NOT TAKE EFFECT UNTIL THE NEXT CITY COUNCIL IS SEATED AFTER THE NOVEMBER 2024 ELECTION.

City Attorney Smith presented the staff report dated August 27, 2024, recommending the City Council introduce by title only and waive the further reading of the ordinance increasing councilmember compensation to one thousand nine hundred dollars (\$1,900) per month for a total of twenty-two thousand eight hundred dollars (\$22,800) per year.

An unidentified speaker and Devin Williams spoke in support of the ordinance increasing Councilmember compensation.

A motion was made by Councilmember Barbanica, seconded by Councilmember Torres-Walker to introduce by title only and waive the further reading of the ordinance increasing councilmember compensation to one thousand nine hundred dollars (\$1,900) per month for a total of twenty-two thousand eight hundred dollars (\$22,800) per year.

Speaking to the motion, Councilmember Ogorchock stated she did not support increasing Councilmember compensation.

Councilmember Barbanica spoke in support of the Ordinance.

A vote taken on the previous motion to introduce by title only and waive the further reading of the ordinance passed. The motion carried the following vote:

Ayes: Torres-Walker, Barbanica, Wilson, Hernandez-Thorpe

Noes: Ogorchock

COUNCIL REGULAR AGENDA

9. APPOINTMENT OF BESSIE M. SCOTT AS CITY MANAGER AND APPROVAL OF AN EMPLOYMENT AGREEMENT WITH BESSIE M. SCOTT FOR CITY MANAGER SERVICES

Director of Human Resources Cortez presented the staff report dated August 27, 2024, recommending the City Council 1) Approve the Agreement appointing Bessie M. Scott as City Manager for a term of two years with an annual salary of \$_____ (Salary Schedule Step __); 2) Approve reimbursement of additional moving expenses up to _____; and 3) Authorize the Mayor to sign the Agreement in a form approved by the City Attorney.

Teki, Devin Williams, Leslie May, Mary Lutz, Dr. Kimberly Payton, Kimberly Kidd-Bailey, Antioch resident, Patricia Granados, Gigi Crowder, Nicole Arrington and an unidentified speaker, spoke in support of Council appointing Bessie M. Scott as City Manager. Several speakers expressed concern regarding social media posts in opposition to her appointment.

Sandra Wilson, Eric Wunderly, Antioch resident, Elleen Bethany and Dr. Jeffrey Klinger spoke in opposition to Council appointing Bessie M. Scott as City Manager. Several speakers suggested Council postpone this appointment until after the election in November.

Gavin Payton, NAACP, requested members of the NAACP in attendance this evening stand in solidarity.

Lynette Hart offered suggestions for updating job descriptions and the interview process.

Public comment submitted in writing was entered into the record from the following individual: Mike C.

Councilmember Barbanica spoke in support of Acting City Manager Reed remaining as an interim City Manager until after the election.

Councilmember Torres-Walker provided an overview of the City Manager recruitment process. She expressed concern for comments made on social media in opposition to Ms. Scott's appointment and spoke in support of appointing Ms. Scott as City Manager.

Councilmember Ogorchock thanked everyone who spoke on this item and stated she believed Ms. Scott was intelligent; however, she did not feel she was qualified for the position.

Councilmember Wilson spoke in support of appointing Ms. Scott as City Manager and acknowledged her connections with the federal government.

Mayor Hernandez-Thorpe encouraged residents to remain engaged. He gave a history of previous City Manager appointments and the interview process. He spoke in support of appointing Ms. Scott as City Manager.

In response to Councilmember Torres-Walker, Director of Human Resources Cortez reviewed the step schedule for the City Manager position and the request for reimbursement of moving expenses.

On motion by Councilmember Torres-Walker, seconded by Councilmember Wilson the City Council 1) Approved the Agreement appointing Bessie M. Scott as City Manager for a term of two years with an annual salary of \$263,880 (Salary Schedule Step B); 2) Approved reimbursement of additional moving expenses up to \$20,000; and 3) Authorized the Mayor to sign the Agreement in a form approved by the City Attorney. The motion carried the following vote:

Ayes: Torres-Walker, Wilson and Hernandez-Thorpe

Noes: Barbanica, Ogorchock

10. 2023 ANNUAL MILITARY EQUIPMENT REPORT

11. RESPONSE TO GRAND JURY REPORT NO. 2405, "CHALLENGES FACING THE CITY OF ANTIOCH"

12. DESIGNATION OF A VOTING DELEGATE AND ALTERNATE DELEGATE FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE AND AUTHORIZATION FOR ASSOCIATED CONFERENCE EXPENSES NOT TO EXCEED \$2,238 PER PARTICIPANT

On motion by Councilmember Torres-Walker, seconded by Mayor Hernandez-Thorpe, the City Council unanimously tabled Regular Agenda Items #10, 11 and 12 to September 10, 2024.

ADJOURNMENT

On motion by Councilmember Torres-Walker, seconded by Mayor Hernandez-Thorpe the City Council unanimously adjourned the meeting at 11:09 P.M.

Respectfully submitted:

Kitty Eiden

KITTY EIDEN, Minutes Clerk

[THE FOLLOWING COUNCIL MEETING AGENDA ITEMS WILL BE MOVED TO THE 09/10/2024 COUNCIL MEETING TO BE HEARD]

COUNCIL REGULAR AGENDA – Continued

10. 2023 ANNUAL MILITARY EQUIPMENT REPORT
11. RESPONSE TO GRAND JURY REPORT NO. 2405, “CHALLENGES FACING THE CITY OF ANTIOCH”
12. DESIGNATION OF A VOTING DELEGATE AND ALTERNATE DELEGATE FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE AND AUTHORIZATION FOR ASSOCIATED CONFERENCE EXPENSES NOT TO EXCEED \$2,238 PER PARTICIPANT

PUBLIC COMMENTS

STAFF COMMUNICATIONS

COUNCIL COMMUNICATIONS AND FUTURE AGENDA ITEMS

CITY OF
ANTIOCH
CALIFORNIA

CLAIMS BY FUND REPORT
FOR THE PERIOD OF
AUGUST 16 - AUGUST 29, 2024
FUND/CHECK#

100 General Fund

Non departmental

| | | | |
|----------|----------------------------------|-----------------------|-----------|
| 00414732 | 24 HOUR FITNESS | PAYROLL | 37.79 |
| 00414767 | CA BUILDING STANDARDS COMMISSION | CBSC FEES | 2,686.50 |
| 00414789 | DEPT OF CONSERVATION | SMI FEES | 8,267.06 |
| 00414793 | EMPLOYMENT DEVELOPMENT DEPT | PAYROLL | 1,030.61 |
| 00414811 | IN SHAPE HEALTH CLUBS | PAYROLL | 368.99 |
| 00414817 | LIFE INSURANCE CO OF NOAMERICA | PAYROLL | 5,240.28 |
| 00414824 | MUNICIPAL POOLING AUTHORITY | PAYROLL | 3,514.57 |
| 00414828 | OPERATING ENGINEERS LOCAL NO 3 | PAYROLL | 4,554.00 |
| 00414836 | PARS | PAYROLL | 14,039.68 |
| 00414839 | RANEY PLANNING & MANAGEMENT INC | PROFESSIONAL SERVICES | 9,950.64 |
| 00414852 | STATE OF CALIFORNIA | PAYROLL | 120.00 |
| 00414880 | BETTER EARTH INC | REFUND CBSC FEE | 5.38 |
| 00414884 | EMPLOYEE | EFT REISSUE | 3,200.22 |
| 00414912 | FIRE RISK MANAGEMENT SERVICES | INSURANCE PREMIUM | 47,505.36 |
| 00414922 | IPERMIT | REFUND CBSC FEE | 3.86 |
| 00948984 | ANTIOCH PD SWORN MGMT ASSOC | PAYROLL | 860.00 |
| 00948985 | ANTIOCH POLICE OFFICERS ASSOC | PAYROLL | 19,611.69 |
| 00948986 | ANTIOCH PUBLIC WORKS EMPLOYEE'S | PAYROLL | 2,415.00 |
| 00948993 | NATIONWIDE RETIREMENT SOLUTIONS | PAYROLL | 42,335.81 |
| 00948997 | NATIONWIDE RETIREMENT SOLUTION | PAYROLL | 28,241.75 |

City Council

| | | | |
|----------|------------------|------------|--------|
| 00414859 | VERIZON WIRELESS | DATA USAGE | 105.36 |
|----------|------------------|------------|--------|

City Attorney

| | | | |
|----------|--------------------------|-------------------------|-----------|
| 00414759 | BEST BEST & KRIEGER LLP | LEGAL SERVICES RENDERED | 29,301.08 |
| 00414769 | CANON FINANCIAL SERVICES | COPIER LEASE | 140.69 |
| 00414812 | JACKSON LEWIS PC | LEGAL SERVICES RENDERED | 3,611.62 |
| 00414854 | TELECOM LAW FIRM PC | LEGAL SERVICES RENDERED | 2,109.00 |
| 00414859 | VERIZON WIRELESS | DATA USAGE | 158.10 |
| 00414924 | JACKSON LEWIS PC | LEGAL SERVICES RENDERED | 284.00 |
| 00414941 | OFFICE DEPOT INC | OFFICE SUPPLIES | 59.24 |

City Manager

| | | | |
|----------|----------------------------|-----------------------|-----------|
| 00414769 | CANON FINANCIAL SERVICES | COPIER LEASE | 140.68 |
| 00414799 | FEDEX | POSTAGE | 30.21 |
| 00414851 | STAGELINE MOBILE SATGE INC | PROFESSIONAL SERVICES | 12,237.13 |
| 00948992 | KANTAK, ASHWINI | PROFESSIONAL SERVICES | 660.00 |

City Clerk

| | | | |
|----------|-----------------------------|------------------------|----------|
| 00414736 | AMAZON CAPITAL SERVICES INC | OFFICE SUPPLIES | 33.92 |
| 00414792 | EIDEN, KITTY J | TRANSCRIPTION SERVICES | 450.00 |
| 00414855 | TOTAL RECALL CAPTIONING | CAPTIONING SERVICES | 402.50 |
| 00414867 | ACCOMTEMPS | TEMP SERVICES | 1,580.52 |
| 00414909 | EIDEN, KITTY J | TRANSCRIPTION SERVICES | 1,550.00 |
| 00414941 | OFFICE DEPOT INC | OFFICE SUPPLIES | 150.92 |
| 00949006 | UBEO BUSINESS SERVICES | COPIER USAGE | 1,181.12 |

Human Resources

| | | | |
|----------|----------------------|--------------|--------|
| 00414904 | DIABLO LIVE SCAN LLC | FINGERPRINTS | 380.00 |
| 00414911 | FEDEX | POSTAGE | 78.45 |



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
AUGUST 16 - AUGUST 29, 2024
FUND/CHECK#

| | | | |
|--------------------------------------------|--------------------------------|--------------------------|-----------|
| 00414941 | OFFICE DEPOT INC | OFFICE SUPPLIES | 55.28 |
| Economic Development | | | |
| 00414769 | CANON FINANCIAL SERVICES | COPIER LEASE | 140.68 |
| 00414838 | PLACER LABS INC | COMMUTER DATA SOFTWARE | 20,000.00 |
| 00414859 | VERIZON WIRELESS | DATA USAGE | 105.04 |
| 00414948 | SAM CLAR OFFICE FURNITURE | CHECK REPLACEMENT | 1,503.58 |
| 00949000 | EVVIVA BRANDS LLC | MARKETING SERVICES | 12,250.00 |
| Finance Administration | | | |
| 00414736 | AMAZON CAPITAL SERVICES INC | OFFICE SUPPLIES | 224.66 |
| 00414827 | OFFICE DEPOT INC | OFFICE SUPPLIES | 56.37 |
| 00949006 | UBEO BUSINESS SERVICES | COPIER USAGE | 471.43 |
| Finance Accounting | | | |
| 00414766 | CALIF MUNICIPAL STATISTICS INC | DEBT STATEMENT | 480.00 |
| 00414800 | FIFTH ASSET INC | SUBSCRIPTION RENEWAL | 8,100.00 |
| 00414827 | OFFICE DEPOT INC | OFFICE SUPPLIES | 25.51 |
| 00414912 | FIRE RISK MANAGEMENT SERVICES | INSURANCE PREMIUM | 124.82 |
| Finance Operations | | | |
| 00414736 | AMAZON CAPITAL SERVICES INC | OFFICE SUPPLIES | 404.72 |
| 00414772 | CHAUDHARY, RASHILA PRANAV | EXPENSE REIMBURSEMENT | 45.94 |
| 00414827 | OFFICE DEPOT INC | OFFICE SUPPLIES | 42.24 |
| 00414941 | OFFICE DEPOT INC | OFFICE SUPPLIES | 183.41 |
| 00949006 | UBEO BUSINESS SERVICES | COPIER USAGE | 1,532.49 |
| Non Departmental | | | |
| 00414736 | AMAZON CAPITAL SERVICES INC | OFFICE SUPPLIES | 45.40 |
| 00414822 | MORGAN, FRANK | DELTA BOAT TOUR | 5,025.00 |
| Public Works Administration | | | |
| 00414736 | AMAZON CAPITAL SERVICES INC | OFFICE SUPPLIES | 86.18 |
| 00414827 | OFFICE DEPOT INC | OFFICE SUPPLIES | 40.78 |
| 00949006 | UBEO BUSINESS SERVICES | COPIER USAGE | 392.30 |
| Public Works Street Maintenance | | | |
| 00414736 | AMAZON CAPITAL SERVICES INC | OFFICE SUPPLIES | 69.92 |
| 00414795 | FASTENAL CO | SUPPLIES | 297.71 |
| 00414849 | SHARJO LLC | ABATEMENT SERVICES | 36,599.40 |
| 00414859 | VERIZON WIRELESS | DATA USAGE | 52.68 |
| 00414874 | ANTIOCH BUILDING MATERIALS | ASPHALT MATERIALS | 20,453.16 |
| 00414919 | HAWTHORN VENTURES LLC | SAFETY SHOES- VALADEZ, B | 1,446.56 |
| 00949001 | GRAINGER INC | SUPPLIES | 72.64 |
| 00949003 | RED WING SHOE STORE | SAFETY SHOES- HEINY, R | 300.00 |
| Public Works-Signal/Street Lights | | | |
| 00414745 | AT AND T MCI | PHONES | 145.57 |
| 00414746 | AT AND T MCI | PHONES | 482.56 |
| 00414787 | DC ELECTRIC GROUP INC | ELECTRICAL SERVICES | 2,739.25 |
| 00414900 | DC ELECTRIC GROUP INC | ELECTRICAL SERVICES | 891.37 |
| 00414943 | PACIFIC GAS AND ELECTRIC CO | ELECTRIC | 113.28 |
| 00414954 | STATE OF CALIFORNIA | PAYROLL | 5,751.12 |
| Public Works-Facilities Maintenance | | | |
| 00414736 | AMAZON CAPITAL SERVICES INC | OFFICE SUPPLIES | 889.94 |
| 00414745 | AT AND T MCI | PHONES | 85.81 |



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
AUGUST 16 - AUGUST 29, 2024
FUND/CHECK#

| | | | |
|-----------------------------------------|---------------------------------------|-------------------------|-----------|
| 00414757 | BAY ALARM COMPANY | PROFESSIONAL SERVICES | 29,651.28 |
| 00414834 | PACIFIC GAS AND ELECTRIC CO | GAS | 122.07 |
| 00414859 | VERIZON WIRELESS | DATA USAGE | 52.52 |
| 00414868 | AED MARKET | AED | 2,227.33 |
| 00414879 | BAY ALARM COMPANY | PROFESSIONAL SERVICES | 2,523.86 |
| 00414930 | MAYORGA, MARVIN A | EXPENSE REIMBURSEMENT | 300.00 |
| 00414943 | PACIFIC GAS AND ELECTRIC CO | ELECTRIC | 114.32 |
| Public Works-Parks Maint | | | |
| 00414745 | AT AND T MCI | PHONES | 145.60 |
| 00414876 | ARBORICULTURAL SPECIALTIES, INC | TREE TRIMMING SERVICES | 6,760.00 |
| 00414899 | DAVE BANG ASSOCIATES, INC OF CA | CRAWL TUBE HEIDORN PARK | 2,493.18 |
| 00414957 | TERRACARE ASSOCIATES | PARKS MAINTENANCE | 54,729.10 |
| 00414962 | WEST COVINA WHOLESALE NURSERY LLC | PLANTS | 70.69 |
| 00949005 | SITEONE LANDSCAPE SUPPLY HOLDING | PARTS | 723.89 |
| Public Works-Median/General Land | | | |
| 00414739 | ANTIOCH ACE HARDWARE | PARTS | 29.62 |
| 00414745 | AT AND T MCI | PHONES | 550.33 |
| 00414756 | B AND D EXCAVATION & CONSTRUCTION INC | PROGRESS PAYMENT | 66,250.00 |
| 00414862 | WATERSAVERS IRRIGATION | PARTS | 362.97 |
| 00414941 | OFFICE DEPOT INC | OFFICE SUPPLIES | 29.74 |
| 00948996 | SITEONE LANDSCAPE SUPPLY HOLDING | PARTS | 283.23 |
| Police Administration | | | |
| 00414735 | ALAMEDA COUNTY | ACADEMY TUITION | 12,000.00 |
| 00414738 | AMERICAN TROPHIES AWARDS & PROMO | MAILBOX TAGS | 11.25 |
| 00414742 | ARROWHEAD 24 HOUR TOWING INC | TOWING SERVICES | 358.25 |
| 00414743 | ARROWHEAD 24 HOUR TOWING INC | CHECK REPLACEMENT | 2,151.50 |
| 00414768 | CANON FINANCIAL SERVICES | MONTHLY CONTRACT | 2,419.29 |
| 00414770 | CARPENTER, RYAN C | PER DIEM | 370.00 |
| 00414776 | CODE 3 WEAR PUBLIC SAFETY OUTFITTERS | UNIFORMS | 5,342.05 |
| 00414777 | COLE PRO MEDIA, CORP | ADVERTISING SERVICES | 4,000.00 |
| 00414785 | CRIME SCENE CLEANERS INC | PROFESSIONAL SERVICES | 1,500.00 |
| 00414810 | IBANEZ, ROBERT G. | PER DIEM | 370.00 |
| 00414819 | MARTIN, SARA MICHELE | PER DIEM | 1,110.00 |
| 00414827 | OFFICE DEPOT INC | OFFICE SUPPLIES | 874.01 |
| 00414835 | PALMA, KRISTIAN | PER DIEM | 370.00 |
| 00414840 | RANEY, MICHAEL | PER DIEM | 345.00 |
| 00414846 | SAFESTORE INC | EVIDENCE STORAGE | 8,422.30 |
| 00414847 | SAVE MART SUPERMARKETS | 4TH OF JULY EVENT | 141.92 |
| 00414859 | VERIZON WIRELESS | MODEMS | 3,010.69 |
| 00414886 | CAPX, LLC | UNIFORM HATS | 1,645.55 |
| 00414887 | CHANDLER, JOSEPH ANTHONY | PER DIEM | 370.00 |
| 00414889 | CLONINGER, NAHLEEN R | PER DIEM | 740.00 |
| 00414890 | CODE 3 WEAR PUBLIC SAFETY OUTFITTERS | UNIFORMS | 4,304.97 |
| 00414897 | CRYSTAL CLEAR LOGOS INC | UNIFORM | 217.31 |
| 00414902 | DESIDERIO, JAMES | PER DIEM | 370.00 |
| 00414903 | DESIDERIO, JAMES | EXPENSE REIMBURSEMENT | 510.36 |
| 00414906 | DUFFY, ADAM JAMES | PER DIEM | 370.00 |
| 00414911 | FEDEX | MAILING PACKAGE | 14.95 |

CITY OF
ANTIOCH
CALIFORNIA

CLAIMS BY FUND REPORT
FOR THE PERIOD OF
AUGUST 16 - AUGUST 29, 2024
FUND/CHECK#

| | | | |
|---------------------------------------|--------------------------------------|-----------------------------|------------|
| 00414915 | GALLS LLC | EQUIPMENT | 1,607.69 |
| 00414925 | KOCH, MATTHEW T | PER DIEM | 222.00 |
| 00414926 | LASSAS, BRENDAN MICHAEL | PER DIEM | 370.00 |
| 00414928 | LEXISNEXIS | MONTHLY SUBSCRIPTION | 252.50 |
| 00414934 | MULHOLLAND, MATTHEW | PER DIEM | 370.00 |
| 00414936 | NELSON, AMANDA SUSANNE | EXPENSE REIMBURSEMENT | 54.00 |
| 00414937 | NGUYEN, TIFFANY JACQUELINE | PER DIEM | 370.00 |
| 00414938 | NGUYEN, TIFFANY JACQUELINE | EXPENSE REIMBURSEMENT | 263.96 |
| 00414940 | OCCUPATIONAL HEALTH CENTERS OF CA | PRE-EMPLOYMENT MEDICAL | 3,088.00 |
| 00414941 | OFFICE DEPOT INC | OFFICE SUPPLIES | 2,174.51 |
| 00414945 | PEREGRINE TECHNOLOGIES INC | SOFTWARE SUBSCRIPTION | 127,000.00 |
| 00414947 | SAFESTORE INC | EVIDENCE STORAGE | 9,938.40 |
| 00414959 | TRANSUNION RISK & ALT DATA SOLUTIONS | LEO DATABASE | 118.60 |
| Police Prisoner Custody | | | |
| 00414912 | FIRE RISK MANAGEMENT SERVICES | INSURANCE PREMIUM | 172.20 |
| Police Community Policing | | | |
| 00414796 | FASTRAK VIOLATION PROCESSING | ON DUTY TOLLS | 14.00 |
| 00414797 | FASTRAK VIOLATION PROCESSING | ON DUTY TOLLS | 14.00 |
| 00414809 | HUNT AND SONS INC | FUEL | 125.78 |
| 00414891 | EMPLOYEE | ADVANCED DISABILITY PENSION | 5,685.00 |
| 00414912 | FIRE RISK MANAGEMENT SERVICES | INSURANCE PREMIUM | 1,086.56 |
| 00414920 | HILLCREST CHEVRON | PD CAR WASH | 811.42 |
| 00414953 | SP PLUS CORPORATION | PARKING SERVICES | 21,636.32 |
| 00414955 | EMPLOYEE | ADVANCED DISABILITY PENSION | 5,685.00 |
| Police Traffic Division | | | |
| 00414918 | EMPLOYEE | ADVANCED DISABILITY PENSION | 5,685.00 |
| Police Investigations | | | |
| 00414895 | CONTRA COSTA HEALTH SERVICES | FORENSIC EXAM | 1,700.00 |
| Police Communications | | | |
| 00414745 | AT AND T MCI | PHONES | 215.14 |
| 00414746 | AT AND T MCI | PHONES | 657.86 |
| 00414754 | AT AND T MCI | PHONES | 364.94 |
| 00414778 | COMCAST | CONNECTION SERVICES | 301.80 |
| 00414779 | CONTRA COSTA COUNTY | ACCJIN YEARLY PORTION | 19,372.31 |
| 00414892 | COMCAST | CONNECTION SERVICES | 2,715.74 |
| 00414912 | FIRE RISK MANAGEMENT SERVICES | INSURANCE PREMIUM | 154.63 |
| 00414956 | T MOBILE USA INC | EVIDENCE/CELL RECOVERY | 50.00 |
| Office Of Emergency Management | | | |
| 00414745 | AT AND T MCI | PHONES | 230.26 |
| 00414755 | AT AND T MCI | PHONES | 222.08 |
| 00414877 | AT AND T MCI | PHONES | 240.48 |
| Police Community Volunteers | | | |
| 00414847 | SAVE MART SUPERMARKETS | NATIONAL NIGHT OUT | 1,533.24 |
| Police Facilities Maintenance | | | |
| 00414745 | AT AND T MCI | PHONES | 144.06 |
| 00414879 | BAY ALARM COMPANY | PROFESSIONAL SERVICES | 2,700.00 |
| Youth Network Services | | | |
| 00414736 | AMAZON CAPITAL SERVICES INC | OFFICE SUPPLIES | 1,629.02 |

CITY OF
ANTIOCH
CALIFORNIA

CLAIMS BY FUND REPORT
FOR THE PERIOD OF
AUGUST 16 - AUGUST 29, 2024
FUND/CHECK#

| | | | |
|-----------------------------------------------------|--------------------------------------|------------------------|-----------|
| 00414821 | MILLION SERVICES INC | TRANSPORTATION | 1,958.91 |
| 00414859 | VERIZON WIRELESS | DATA USAGE | 105.04 |
| 00414901 | DELTA BOWL | BACK TO SCHOOL | 758.00 |
| 00414951 | SHIELD PROTECTION AND PUBLIC SAFETY | SECURITY FOR EVENT | 315.00 |
| Housing and Homelessness | | | |
| 00414848 | SHARE COMMUNITY | SHOWER SERVICE | 728.50 |
| 00414859 | VERIZON WIRELESS | DATA USAGE | 52.68 |
| 00414912 | FIRE RISK MANAGEMENT SERVICES | INSURANCE PREMIUM | 107.96 |
| 00414949 | SHARE COMMUNITY | SHOWER SERVICE | 1,124.60 |
| PSCR Administration | | | |
| 00414736 | AMAZON CAPITAL SERVICES INC | OFFICE SUPPLIES | 1,253.92 |
| 00414859 | VERIZON WIRELESS | DATA USAGE | 52.68 |
| 00414879 | BAY ALARM COMPANY | PROFESSIONAL SERVICES | 350.00 |
| Community Development Land Planning Services | | | |
| 00414839 | RANEY PLANNING & MANAGEMENT INC | PROFESSIONAL SERVICES | 484.48 |
| 00414909 | EIDEN, KITTY J | TRANSCRIPTION SERVICES | 300.00 |
| CD Code Enforcement | | | |
| 00414780 | CONTRA COSTA COUNTY | CE JULY RECORDING FEES | 108.00 |
| 00414898 | DATA TICKET INC | PROFESSIONAL SERVICES | 780.00 |
| PW Engineer Land Development | | | |
| 00414736 | AMAZON CAPITAL SERVICES INC | OFFICE SUPPLIES | 69.19 |
| 00414745 | AT AND T MCI | PHONES | 56.69 |
| 00414806 | HAWTHORN VENTURES LLC | SAFETY SHOES- CRUZ, R | 493.20 |
| 00414859 | VERIZON WIRELESS | DATA USAGE | 128.70 |
| 00949006 | UBEO BUSINESS SERVICES | COPIER USAGE | 880.99 |
| Community Development Building Inspection | | | |
| 00414880 | BETTER EARTH INC | REFUND | 543.38 |
| 00414922 | IPERMIT | REFUND ENERGY INSP FEE | 383.76 |
| Capital Imp. Administration | | | |
| 00414736 | AMAZON CAPITAL SERVICES INC | OFFICE SUPPLIES | 20.83 |
| 00414859 | VERIZON WIRELESS | DATA USAGE | 38.01 |
| 00949006 | UBEO BUSINESS SERVICES | COPIER USAGE | 710.20 |
| 206 | American Rescue Plan Fund | | |
| Non Departmental | | | |
| 00414842 | RENAISSANCE ENTREPRENEURSHIP CTR | SMALL BUS ASST PROGRAM | 24,497.56 |
| 207 | CalVIP Grant Fund | | |
| Violence Intervention & Preven | | | |
| 00414733 | ADVANCE PEACE | PROFESSIONAL SERVICES | 20,000.00 |
| 209 | RMRA Fund | | |
| Streets | | | |
| 00414762 | BKF ENGINEERS INC | PROFESSIONAL SERVICES | 5,272.50 |
| 212 | CDBG Fund | | |
| CDBG | | | |
| 00414774 | CHOICE IN AGING | CDBG SERVICES | 2,019.60 |
| 00414781 | CONTRA COSTA COUNTY | CDBG SERVICES | 3,056.50 |
| 00414782 | CONTRA COSTA FAMILY JUSTICE ALLIANCE | CDBG SERVICES | 963.18 |
| 00414783 | CONTRA COSTA SENIOR LEGAL SERVICES | CDBG SERVICES | 2,239.62 |
| 00414829 | OPPORTUNITY JUNCTION | CDBG SERVICES | 14,907.03 |

CITY OF
ANTIOCH
CALIFORNIA

CLAIMS BY FUND REPORT
FOR THE PERIOD OF
AUGUST 16 - AUGUST 29, 2024
FUND/CHECK#

| | | | |
|------------|--------------------------------------|-----------------------|-----------|
| 00948989 | HOUSE, TERI | CONSULTING SERVICES | 4,140.00 |
| 213 | Gas Tax Fund | | |
| | Streets | | |
| 00414943 | PACIFIC GAS AND ELECTRIC CO | ELECTRIC | 238.41 |
| 214 | Animal Services Fund | | |
| | Animal Services | | |
| 00414791 | EAST BAY VETERINARY EMERGENCY | VETERINARY SERVICES | 462.89 |
| 00414807 | HILLS PET NUTRITION | PET FOOD | 996.38 |
| 00414825 | MWI VETERINARY SUPPLY CO | VET SUPPLIES | 2,416.74 |
| 00414864 | WILLIAMS SCOTSMAN INC | STORAGE | 186.28 |
| 00414866 | ZOETIS LLC | VET SUPPLIES | 488.11 |
| 00414894 | CONCORD FEED | OPERATING SUPPLIES | 466.50 |
| 00414897 | CRYSTAL CLEAR LOGOS INC | UNIFORM | 99.17 |
| 00948990 | IDEXX LABORATORIES INC | VET LAB SERVICES | 182.13 |
| 216 | Park-In-Lieu Fund | | |
| | Parks & Open Space | | |
| 00414763 | BLUEPRINT EXPRESS | PROFESSIONAL SERVICES | 380.30 |
| 219 | Recreation Fund | | |
| | Non departmental | | |
| 00414788 | DEL REAL, LUZMARIA | DEPOSIT REFUND | 500.00 |
| 00414958 | TIGER, RICOLYA | DEPOSIT REFUND | 500.00 |
| | Nick Rodriguez Community Cent | | |
| 00414736 | AMAZON CAPITAL SERVICES INC | OFFICE SUPPLIES | 580.60 |
| 00414737 | AMERICAN STAGE TOURS | SENIOR TRIP | 1,872.00 |
| 00414764 | BRADY INDUSTRIES | JANITORIAL SUPPLIES | 1,022.20 |
| 00414879 | BAY ALARM COMPANY | PROFESSIONAL SERVICES | 335.12 |
| 00414882 | BRADY INDUSTRIES | JANITORIAL SUPPLIES | 61.89 |
| 00949006 | UBEO BUSINESS SERVICES | COPIER USAGE | 1,095.57 |
| | Senior Programs | | |
| 00414736 | AMAZON CAPITAL SERVICES INC | OFFICE SUPPLIES | 76.57 |
| 00414746 | AT AND T MCI | PHONES | 76.86 |
| | Recreation Sports Programs | | |
| 00414745 | AT AND T MCI | PHONES | 29.12 |
| 00414804 | GONZALEZ-ALSTON, ZONIA V | CONTRACTOR PAYMENT | 577.20 |
| 00414859 | VERIZON WIRELESS | DATA USAGE | 39.02 |
| 00414879 | BAY ALARM COMPANY | PROFESSIONAL SERVICES | 150.00 |
| 00414942 | OLIVER, LANCE | DEPOSIT REFUND | 2,408.01 |
| | Recreation-Comm Center | | |
| 00414744 | AT AND T MCI | PHONES | 63.15 |
| 00414745 | AT AND T MCI | PHONES | 30.23 |
| 00414820 | MAX MARTIAL ARTS LLC | CONTRACTOR PAYMENT | 1,617.00 |
| 00414823 | MUIR, ROXANNE | CONTRACTOR PAYMENT | 360.00 |
| 00414833 | PACIFIC GAS AND ELECTRIC CO | GAS | 19,780.25 |
| 00414875 | ANTIOCH GLASS | BALLROOM GLASS DOOR | 898.75 |
| 00414879 | BAY ALARM COMPANY | PROFESSIONAL SERVICES | 673.04 |
| 00414882 | BRADY INDUSTRIES | JANITORIAL SUPPLIES | 1,422.78 |
| 00414896 | CPRS | CPRS RENEWAL | 150.00 |
| 00414912 | FIRE RISK MANAGEMENT SERVICES | INSURANCE PREMIUM | 46.11 |

CITY OF
ANTIOCH
CALIFORNIA

CLAIMS BY FUND REPORT
FOR THE PERIOD OF
AUGUST 16 - AUGUST 29, 2024
FUND/CHECK#

| | | | |
|----------------------------------------------|------------------------------------|-----------------------|-----------|
| 00414931 | MCCAULEY AGRICULTURAL PEST CONTROL | BIRD CONTROL SERVICE | 400.00 |
| 00414957 | TERRACARE ASSOCIATES | PARKS MAINTENANCE | 2,374.21 |
| 00949006 | UBEO BUSINESS SERVICES | COPIER USAGE | 1,123.35 |
| Recreation Water Park | | | |
| 00414734 | ADVANTASOFT INC | SOFTWARE | 8,568.06 |
| 00414736 | AMAZON CAPITAL SERVICES INC | OFFICE SUPPLIES | 3,083.97 |
| 00414745 | AT AND T MCI | PHONES | 114.93 |
| 00414757 | BAY ALARM COMPANY | PROFESSIONAL SERVICES | 5,926.62 |
| 00414790 | DIPPIN DOTS LLC | CONCESSION SUPPLIES | 7,706.67 |
| 00414814 | KNORR SYSTEMS INC | AWP SPRAY REPAIR | 2,222.10 |
| 00414858 | US FOODS INC | CONCESSION SUPPLIES | 13,926.06 |
| 00414879 | BAY ALARM COMPANY | PROFESSIONAL SERVICES | 1,093.42 |
| 00414905 | DIPPIN DOTS LLC | CONCESSION SUPPLIES | 292.70 |
| 00414912 | FIRE RISK MANAGEMENT SERVICES | INSURANCE PREMIUM | 46.11 |
| 00414927 | LESLIES POOL SUPPLIES | CHEMICALS | 539.94 |
| 00414929 | LINCOLN EQUIPMENT INC | CHEMICALS | 4,727.50 |
| 00414957 | TERRACARE ASSOCIATES | PARKS MAINTENANCE | 2,284.65 |
| 00949006 | UBEO BUSINESS SERVICES | COPIER USAGE | 974.73 |
| 222 Measure C/J Fund | | | |
| Streets | | | |
| 00414794 | EVERDE GROWERS | PLANTS | 11,192.80 |
| 00414862 | WATERSAVERS IRRIGATION | PARTS | 1,289.62 |
| 00948996 | SITEONE LANDSCAPE SUPPLY HOLDING | PARTS | 6,297.81 |
| 229 Pollution Elimination Fund | | | |
| Channel Maintenance Operation | | | |
| 00414837 | PEPPER INVESTMENTS INC | PEST CONTROL SERVICES | 450.00 |
| 00414881 | BLANKINSHIP AND ASSOCIATES INC | TRAINING | 2,269.18 |
| 00414944 | PARVINDER K GIR | LANDSCAPING MATERIALS | 18,526.77 |
| 00414952 | SILVA LANDSCAPE | PROFESSIONAL SERVICES | 16,200.00 |
| 251 Lone Tree SLLMD Fund | | | |
| Lonetree Maintenance Zone 1 | | | |
| 00414745 | AT AND T MCI | PHONES | 116.48 |
| Lonetree Maintenance Zone 2 | | | |
| 00414745 | AT AND T MCI | PHONES | 201.84 |
| Lonetree Maintenance Zone 3 | | | |
| 00414745 | AT AND T MCI | PHONES | 87.36 |
| 254 Hillcrest SLLMD Fund | | | |
| Hillcrest Maintenance Zone 1 | | | |
| 00414745 | AT AND T MCI | PHONES | 58.24 |
| Hillcrest Maintenance Zone 2 | | | |
| 00414745 | AT AND T MCI | PHONES | 286.54 |
| Hillcrest Maintenance Zone 4 | | | |
| 00414745 | AT AND T MCI | PHONES | 145.60 |
| 255 Park 1A Maintenance District Fund | | | |
| Park 1A Maintenance District | | | |
| 00414751 | AT AND T MCI | PHONES | 29.12 |
| 00414879 | BAY ALARM COMPANY | PROFESSIONAL SERVICES | 290.00 |
| 00414893 | COMCAST | CONNECTION SERVICES | 113.80 |



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
AUGUST 16 - AUGUST 29, 2024
FUND/CHECK#

| | | | |
|------------|----------------------------------------------|-----------------------|-----------|
| 256 | Citywide 2A Maintenance District Fund | | |
| | Citywide 2A Maintenance Zone 6 | | |
| 00414741 | ARBORICULTURAL SPECIALTIES, INC | PROFESSIONAL SERVICES | 17,600.00 |
| | Citywide 2A Maintenance Zone 9 | | |
| 00414745 | AT AND T MCI | PHONES | 116.48 |
| 257 | SLLMD Administration Fund | | |
| | SLLMD Administration | | |
| 00414751 | AT AND T MCI | PHONES | 169.90 |
| 00414826 | NUTRIEN AG SOLUTIONS | SUPPLIES | 2,985.20 |
| 00414907 | EAST BAY MUNICIPAL UTILITY DISTRICT | TRAIL R/W LICENSE | 1,263.40 |
| 00949003 | RED WING SHOE STORE | SAFETY SHOES- REESE,J | 300.00 |
| 570 | Equipment Maintenance Fund | | |
| | Non departmental | | |
| 00414808 | HUNT AND SONS INC | FUEL | 6,033.68 |
| 00414921 | HUNT AND SONS INC | FUEL | 16,472.11 |
| | Equipment Maintenance | | |
| 00414736 | AMAZON CAPITAL SERVICES INC | OFFICE SUPPLIES | 236.04 |
| 00414760 | BILL BRANDT FORD | PARTS | 1,766.48 |
| 00414775 | CHUCKS BRAKE AND WHEEL SERVICE INC | PARTS | 138.70 |
| 00414815 | LES SCHWAB TIRES OF CALIFORNIA | REPAIR TIRES | 649.43 |
| 00414818 | LIM AUTOMOTIVE SUPPLY INC | PARTS | 1,577.63 |
| 00414830 | OREILLY AUTO PARTS | PARTS | 791.28 |
| 00414853 | STOMMEL INC | PARTS | 296.88 |
| 00414861 | WALNUT CREEK FORD | PARTS | 313.85 |
| 00414908 | ECHARARRIA, MARIA | CHECK REPLACEMENT | 310.00 |
| 00414963 | WINTER CHEVROLET CO | PARTS | 96.69 |
| 00949006 | UBEO BUSINESS SERVICES | COPIER USAGE | 130.77 |
| 573 | Information Services Fund | | |
| | Information Services | | |
| 00414745 | AT AND T MCI | PHONES | 111.81 |
| 00414860 | VERIZON WIRELESS | DATA USAGE | 262.60 |
| | Network Support & PCs | | |
| 00414746 | AT AND T MCI | PHONES | 81.40 |
| 00414892 | COMCAST | CONNECTION SERVICES | 2,715.73 |
| 00948999 | DIGITAL SERVICES | PROFESSIONAL SERVICES | 6,565.00 |
| 00949006 | UBEO BUSINESS SERVICES | COPIER USAGE | 17.63 |
| | Telephone System | | |
| 00414744 | AT AND T MCI | PHONES | 3,251.96 |
| 00414747 | AT AND T MCI | PHONES | 421.88 |
| 00414748 | AT AND T MCI | PHONES | 156.00 |
| 00414749 | AT AND T MCI | PHONES | 105.03 |
| 00414750 | AT AND T MCI | PHONES | 484.59 |
| 00414752 | AT AND T MCI | PHONES | 469.20 |
| 00414753 | AT AND T MCI | PHONES | 105.06 |
| 00414754 | AT AND T MCI | PHONES | 466.65 |
| 00414877 | AT AND T MCI | PHONES | 488.75 |
| | GIS Support Services | | |
| 00414736 | AMAZON CAPITAL SERVICES INC | OFFICE SUPPLIES | 668.65 |

CITY OF
ANTIOCH
CALIFORNIA

CLAIMS BY FUND REPORT
FOR THE PERIOD OF
AUGUST 16 - AUGUST 29, 2024
FUND/CHECK#

| | | | |
|--------------------------|------------------------------------------|---------------------------|--------------|
| 00414859 | VERIZON WIRELESS | DATA USAGE | 371.11 |
| 578 | Post Retirement Medical-Misc Fund | | |
| Non Departmental | | | |
| 00414869 | RETIREE | MEDICAL AFTER RETIREMENT | 291.15 |
| 00414870 | RETIREE | MEDICAL AFTER RETIREMENT | 291.15 |
| 580 | Loss Control Fund | | |
| Human Resources | | | |
| 00414868 | AED MARKET | AED | 4,454.81 |
| 611 | Water Fund | | |
| Non departmental | | | |
| 00414736 | AMAZON CAPITAL SERVICES INC | OFFICE SUPPLIES | 535.31 |
| 00414761 | BISHOP CO | SUPPLIES | 464.09 |
| 00414764 | BRADY INDUSTRIES | JANITORIAL SUPPLIES | 1,305.07 |
| 00414795 | FASTENAL CO | SUPPLIES | 274.47 |
| 00414803 | GEMPLER'S INC | SUPPLIES | 917.18 |
| 00414806 | HAWTHORN VENTURES LLC | UNIFORMS | 153.98 |
| 00414818 | LIM AUTOMOTIVE SUPPLY INC | FUEL | 932.33 |
| 00414843 | ROADSAFE TRAFFIC SYSTEMS INC | SUPPLIES | 1,805.94 |
| 00414882 | BRADY INDUSTRIES | JANITORIAL SUPPLIES | 2,172.98 |
| 00414916 | GEMPLER'S INC | SUPPLIES | 2,345.45 |
| 00414919 | HAWTHORN VENTURES LLC | UNIFORMS | 4,667.55 |
| 00414933 | MICHAEL DEGOEY | NITRILE GLOVES | 767.15 |
| 00948988 | GRAINGER INC | SUPPLIES | 414.88 |
| 00949001 | GRAINGER INC | SUPPLIES | 286.37 |
| Water Supervision | | | |
| 00414806 | HAWTHORN VENTURES LLC | UNIFORMS | 767.20 |
| 00414859 | VERIZON WIRELESS | DATA USAGE | 198.12 |
| 00948995 | RED WING SHOE STORE | SAFETY SHOES- WOODLAND, M | 275.00 |
| Water Production | | | |
| 00414739 | ANTIOCH ACE HARDWARE | SUPPLIES | 340.49 |
| 00414744 | AT AND T MCI | PHONES | 126.28 |
| 00414745 | AT AND T MCI | PHONES | 42.36 |
| 00414746 | AT AND T MCI | PHONES | 717.56 |
| 00414754 | AT AND T MCI | PHONES | 65.68 |
| 00414771 | CARRASCO, AARON M | EXPENSE REIMBURSEMENT | 936.17 |
| 00414784 | CONTRA COSTA WATER DISTRICT | MAIN CANAL | 1,749,744.56 |
| 00414798 | FASTSIGNS | BUSINESS CARDS | 90.46 |
| 00414802 | FISHER SCIENTIFIC COMPANY | LAB SUPPLIES | 906.09 |
| 00414805 | HACH CO | LAB SUPPLIES | 7,873.15 |
| 00414806 | HAWTHORN VENTURES LLC | SAFETY SHOES- CASTILLO, J | 350.00 |
| 00414813 | KARL NEEDHAM ENTERPRISES INC | RENTAL SERVICES | 29,024.59 |
| 00414841 | REINHOLDT ENGINEERING CONSTR | PROFESSIONAL SERVICES | 580.00 |
| 00414857 | UNIVAR SOLUTIONS USA INC | CHEMICALS | 22,531.01 |
| 00414859 | VERIZON WIRELESS | DATA USAGE | 259.63 |
| 00414863 | WESTERN PACIFIC TRUCK SCHOOL | PROFESSIONAL SERVICES | 12,000.00 |
| 00414871 | ALLSTEEL INC | FURNITURE | 6,672.25 |
| 00414873 | ANTIOCH ACE HARDWARE | SUPPLIES | 301.13 |
| 00414879 | BAY ALARM COMPANY | PROFESSIONAL SERVICES | 3,478.44 |

CITY OF
ANTIOCH
CALIFORNIA

CLAIMS BY FUND REPORT
FOR THE PERIOD OF
AUGUST 16 - AUGUST 29, 2024
FUND/CHECK#

| | | | |
|------------------------------------------|---------------------------------|----------------------------|--------------|
| 00414883 | BRENNTAG PACIFIC INC | LAB SUPPLIES | 8,235.11 |
| 00414885 | CANON FINANCIAL SERVICES | COPIER LEASE | 96.58 |
| 00414888 | CLEAN LAKES INC | RESERVOIR TREATMENT | 21,330.29 |
| 00414910 | FASTSIGNS | LOGO SIGN | 1,509.67 |
| 00414913 | FLUID COOLING SYSTEMS | PARTS | 1,306.00 |
| 00414917 | HACH CO | LAB SUPPLIES | 1,020.80 |
| 00414932 | MCMASTER CARR SUPPLY CO | SUPPLIES | 413.94 |
| 00414960 | UNIVAR SOLUTIONS USA INC | CHEMICALS | 38,856.54 |
| 00414961 | VESTIS GROUP INC | WEEKLY SUPPLIES | 108.34 |
| 00948995 | RED WING SHOE STORE | SAFETY SHOES- BENNET, K | 698.71 |
| 00948998 | CHEMTRADE CHEMICALS US LLC | CHEMICALS | 14,503.21 |
| 00949003 | RED WING SHOE STORE | SAFETY SHOES- MUTULO, D | 909.79 |
| 00949006 | UBEO BUSINESS SERVICES | INK | 65.13 |
| Water Distribution | | | |
| 00414736 | AMAZON CAPITAL SERVICES INC | OFFICE SUPPLIES | 314.23 |
| 00414739 | ANTIOCH ACE HARDWARE | SMALL TOOLS | 68.98 |
| 00414740 | ANTIOCH BUILDING MATERIALS | ASPHALT MATERIALS | 2,315.46 |
| 00414745 | AT AND T MCI | PHONES | 29.12 |
| 00414773 | CHECK PROCESSORS INC | MONTHLY LOCKBOX PROCESSING | 497.52 |
| 00414795 | FASTENAL CO | SUPPLIES | 210.70 |
| 00414806 | HAWTHORN VENTURES LLC | SAFETY SHOES- LOGRASSO, A | 244.08 |
| 00414818 | LIM AUTOMOTIVE SUPPLY INC | PARTS | 394.66 |
| 00414827 | OFFICE DEPOT INC | OFFICE SUPPLIES | 78.01 |
| 00414831 | PACE SUPPLY CORP | PARTS | 7,472.89 |
| 00414832 | PACIFIC CREDIT SERVICES | COLLECTION FEES | 204.78 |
| 00414845 | ROYAL BRASS INC | PARTS | 577.98 |
| 00414859 | VERIZON WIRELESS | DATA USAGE | 3,219.63 |
| 00414872 | ALTA FENCE | PROFESSIONAL SERVICES | 260.00 |
| 00414878 | BACKFLOW DISTRIBUTORS INC | SUPPLIES | 4,080.30 |
| 00414879 | BAY ALARM COMPANY | PROFESSIONAL SERVICES | 210.00 |
| 00414914 | G AND S PAVING | PAVE SERVICE CUTS | 30,960.69 |
| 00414919 | HAWTHORN VENTURES LLC | UNIFORMS | 806.91 |
| 00414935 | NATIONAL TRENCH SAFETY, INC | REPAIR | 91.43 |
| 00414939 | NO CA BACKFLOW PREVENTION ASSOC | CCCS TRAINING | 3,850.00 |
| 00414941 | OFFICE DEPOT INC | OFFICE SUPPLIES | 108.49 |
| 00414946 | ROBERTS AND BRUNE CO | PARTS | 661.39 |
| 00948987 | BADGER METER INC | METER REGISTERS | 8,317.79 |
| 00948988 | GRAINGER INC | PARTS SUPPLIES & MATERIALS | 1,326.85 |
| 00948991 | INFOSEND INC | PRINT & MAIL SERVICES | 3,522.26 |
| 00949001 | GRAINGER INC | SUPPLIES | 72.64 |
| 00949002 | INFOSEND INC | PRINT AND MAIL SERVICES | 2,111.46 |
| 00949003 | RED WING SHOE STORE | SAFETY SHOES- M. HUGHES, D | 300.00 |
| 00949006 | UBEO BUSINESS SERVICES | COPIER USAGE | 379.70 |
| Public Buildings & Facilities | | | |
| 00414765 | BROWN AND CALDWELL INC | PROFESSIONAL SERVICES | 3,953.00 |
| 00949004 | SHIMMICK CONSTRUCTION INC | PROGRESS PAYMENT | 3,293,764.01 |
| Water Systems | | | |
| 00414946 | ROBERTS AND BRUNE CO | METER BOX LIDS | 10,261.63 |



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
AUGUST 16 - AUGUST 29, 2024
FUND/CHECK#

621 Sewer Fund

Swr-Wastewater Administration

| | | | |
|----------|------------------------------------|----------------------------|-----------|
| 00414736 | AMAZON CAPITAL SERVICES INC | OFFICE SUPPLIES | 125.25 |
| 00414740 | ANTIOCH BUILDING MATERIALS | ASPHALT MATERIALS | 2,315.46 |
| 00414745 | AT AND T MCI | PHONES | 58.24 |
| 00414758 | BEACH, TOBY ALAN | EXPENSE REIMBURSEMENT | 1,895.00 |
| 00414773 | CHECK PROCESSORS INC | MONTHLY LOCKBOX PROCESSING | 497.52 |
| 00414786 | CWEA SFBS | CERT RENEWAL | 1,062.00 |
| 00414801 | FIRST VANGUARD RENTALS & SALES INC | SUPPLIES | 223.78 |
| 00414806 | HAWTHORN VENTURES LLC | SAFETY SHOES- RIVERA, D | 583.82 |
| 00414816 | LEWIS IV, JASON F | EXPENSE REIMBURSEMENT | 350.00 |
| 00414844 | ROBERTS AND BRUNE CO | PARTS | 1,641.24 |
| 00414856 | TRUESDELL, CHAD C | EXPENSE REIMBURSEMENT | 122.61 |
| 00414859 | VERIZON WIRELESS | DATA USAGE | 4,416.04 |
| 00414863 | WESTERN PACIFIC TRUCK SCHOOL | TRAINING | 9,990.00 |
| 00414865 | WILSEY HAM | PROFESSIONAL SERVICES | 33,321.39 |
| 00414871 | ALLSTEEL INC | FURNITURE | 6,672.26 |
| 00414872 | ALTA FENCE | PROFESSIONAL SERVICES | 260.00 |
| 00414914 | G AND S PAVING | PAVE SERVICE CUTS | 30,960.70 |
| 00414923 | JACK DOHENY COMPANY | SUPPLIES | 487.46 |
| 00414940 | OCCUPATIONAL HEALTH CENTERS OF CA | PRE-EMPLOYMENT MEDICAL | 536.00 |
| 00414941 | OFFICE DEPOT INC | OFFICE SUPPLIES | 100.51 |
| 00414950 | SHARJO LLC | PROFESSIONAL SERVICES | 32,657.75 |
| 00948988 | GRAINGER INC | SUPPLIES | 461.05 |
| 00948991 | INFOSEND INC | PRINT AND MAIL SERVICES | 3,522.25 |
| 00948994 | OWEN EQUIPMENT SALES | SUPPLIES | 3,192.79 |
| 00949002 | INFOSEND INC | PRINT AND MAIL SERVICES | 2,111.47 |
| 00949006 | UBEO BUSINESS SERVICES | COPIER USAGE | 342.62 |

631 Marina Fund

Marina Administration

| | | | |
|----------|------------------------------|-----------------------|----------|
| 00414841 | REINHOLDT ENGINEERING CONSTR | INSPECTION SERVICES | 175.00 |
| 00414859 | VERIZON WIRELESS | DATA USAGE | 38.01 |
| 00414879 | BAY ALARM COMPANY | PROFESSIONAL SERVICES | 730.00 |
| 00414921 | HUNT AND SONS INC | FUEL | 6,377.75 |
| 00949006 | UBEO BUSINESS SERVICES | COPIER USAGE | 63.55 |

CITY OF
ANTIOCH
CALIFORNIA

AS HOUSING SUCCESSOR TO
THE ANTIOCH DEVELOPMENT AGENCY
CLAIMS BY FUND REPORT
AUGUST 16 - AUGUST 29, 2024
FUND/CHECK#

227
Housing
00414850

Housing Fund

SHELTER INC

Q4FY23-24SHELTERINC-FINAL

30,581.08

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 10, 2024
TO: Honorable Mayor and Members of the City Council
SUBMITTED BY: Lauren Posada, City Treasurer *LP*
SUBJECT: Approval of Treasurer's Report for May of 2024

RECOMMENDED ACTION

It is recommended that the City Council receive and file May 2024 Treasurer's Report.

FISCAL IMPACT

There is no fiscal impact of this action.

DISCUSSION

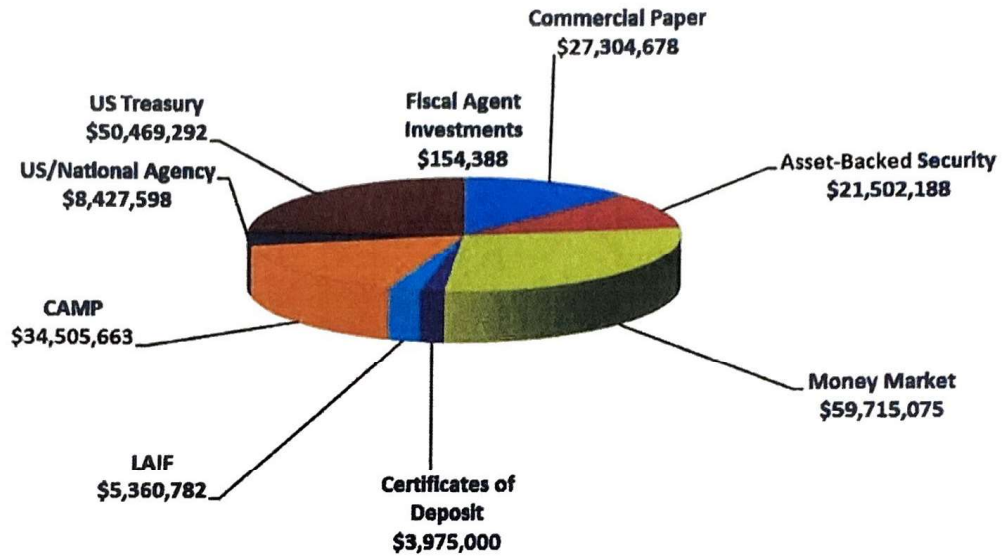
The City's *Statement of Investment Policy* (Policy) requires that the City Treasurer render, at least quarterly, an investment report to the City Council. The Policy also requires a monthly report of investment transactions to City Council. A monthly Treasurer's Report is provided with both reporting provisions of the Policy.

ATTACHMENTS

A. City Treasurer's Report

**CITY OF ANTIOCH
SUMMARY REPORT ON THE CITY'S INVESTMENTS**

May 31, 2024



Total of City and Fiscal Agent Investments = \$211,414,664

All City investments are shown above and conform to the City Investment Policy. All investment transactions during this period are included in this report. As Treasurer of the City of Antioch and Finance Director of the City of Antioch, we hereby certify that sufficient investment liquidity and anticipated revenue are available to meet the next six (6) months' estimated expenditures.


Lauren Posada
City Treasurer


Dawn Merchant
Finance Director

**Summary of Fiscal Agent Balances by
Debt Issue**

| | <u>Amount</u> |
|------------------------------------------------------------------------|-------------------------|
| Antioch Public Financing Authority 2015 Refunding Bonds (02 Lease Rev) | 2,985 |
| Antioch Development Agency 2009 Tax Allocation Bonds | 151,404 |
| | <u><u>\$154,388</u></u> |



Consolidated Summary Statement

Account Statement

For the Month Ending **May 31, 2024**

City of Antioch

| Portfolio Summary | | | |
|----------------------|---------------------------|-------------------------|---------------|
| Portfolio Holdings | Cash Dividends and Income | Closing Market Value | Current Yield |
| CAMP Pool | 160,974.03 | 34,505,663.26 | 5.44 % |
| CAMP Managed Account | 412,990.54 | 110,560,668.89 | * N/A |
| Total | \$573,964.57 | \$145,066,332.15 | |

* Not Applicable

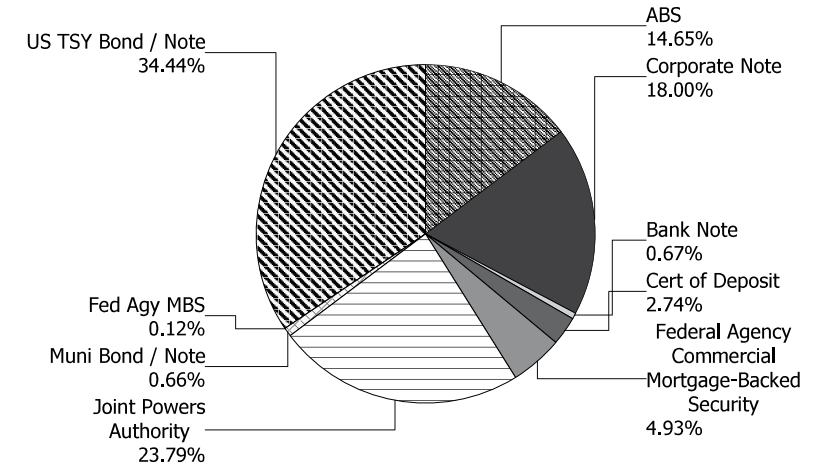
| Investment Allocation | | |
|----------------------------------------------|-------------------------|----------------|
| Investment Type | Closing Market Value | Percent |
| Asset-Backed Security | 21,258,676.18 | 14.65 |
| Corporate Note | 26,108,957.64 | 18.00 |
| Bank Note | 968,224.40 | 0.67 |
| Certificate of Deposit | 3,975,800.33 | 2.74 |
| Federal Agency Commercial Mortgage-Backed Se | 7,156,044.33 | 4.93 |
| Joint Powers Authority | 34,505,663.26 | 23.79 |
| Municipal Bond / Note | 964,459.95 | 0.66 |
| Federal Agency Mortgage-Backed Security | 179,374.83 | 0.12 |
| U.S. Treasury Bond / Note | 49,949,131.23 | 34.44 |
| Total | \$145,066,332.15 | 100.00% |

Maturity Distribution (Fixed Income Holdings)

| Portfolio Holdings | Closing Market Value | Percent |
|--------------------|-------------------------|----------------|
| Under 30 days | 35,100,649.58 | 24.19 |
| 31 to 60 days | 0.00 | 0.00 |
| 61 to 90 days | 0.00 | 0.00 |
| 91 to 180 days | 0.00 | 0.00 |
| 181 days to 1 year | 1,854,536.21 | 1.28 |
| 1 to 2 years | 38,268,414.17 | 26.38 |
| 2 to 3 years | 57,136,040.81 | 39.39 |
| 3 to 4 years | 9,844,138.58 | 6.79 |
| 4 to 5 years | 2,683,177.97 | 1.85 |
| Over 5 years | 179,374.83 | 0.12 |
| Total | \$145,066,332.15 | 100.00% |

Weighted Average Days to Maturity 637

Sector Allocation





Account Statement

For the Month Ending **May 31, 2024**

Consolidated Summary Statement

City of Antioch

| Account Number | Account Name | Opening Market Value | Purchases / Deposits | Redemptions / Sales/ Maturities | Unsettled Trades | Change in Value | Closing Market Value | Cash Dividends and Income |
|-----------------------|----------------------|-----------------------------|-----------------------------|----------------------------------------|-------------------------|------------------------|-----------------------------|----------------------------------|
| 6090-001 | City of Antioch | 34,323,949.77 | 157,941.06 | 0.00 | 0.00 | 0.00 | 34,481,890.83 | 157,941.06 |
| 6090-002 | Investment Portfolio | 109,761,728.20 | 9,771,104.22 | (9,311,254.73) | 0.00 | 362,863.63 | 110,584,441.32 | 416,023.51 |
| Total | | \$144,085,677.97 | \$9,929,045.28 | (\$9,311,254.73) | \$0.00 | \$362,863.63 | \$145,066,332.15 | \$573,964.57 |



Account Statement - Transaction Summary

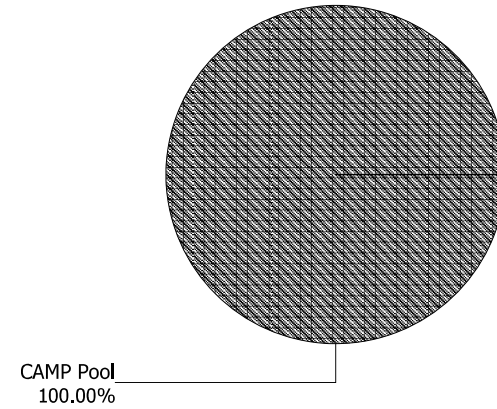
For the Month Ending **May 31, 2024**

City of Antioch - City of Antioch - 6090-001

| CAMP Pool | |
|-----------------------------|------------------------|
| Opening Market Value | 34,323,949.77 |
| Purchases | 157,941.06 |
| Redemptions | 0.00 |
| Unsettled Trades | 0.00 |
| Change in Value | 0.00 |
| Closing Market Value | \$34,481,890.83 |
| Cash Dividends and Income | 157,941.06 |

| Asset Summary | | |
|----------------------|------------------------|------------------------|
| | May 31, 2024 | April 30, 2024 |
| CAMP Pool | 34,481,890.83 | 34,323,949.77 |
| Total | \$34,481,890.83 | \$34,323,949.77 |

| Asset Allocation | |
|-------------------------|---------|
| CAMP Pool | 100.00% |





Account Statement

For the Month Ending **May 31, 2024**

City of Antioch - City of Antioch - 6090-001

| Trade Date | Settlement Date | Transaction Description | Share or Unit Price | Dollar Amount of Transaction | Total Shares Owned |
|------------------------|-----------------|-------------------------------------------------|---------------------|------------------------------|----------------------|
| CAMP Pool | | | | | |
| Opening Balance | | | | | 34,323,949.77 |
| 05/31/24 | 06/03/24 | Accrual Income Div Reinvestment - Distributions | 1.00 | 157,941.06 | 34,481,890.83 |
| Closing Balance | | | | | 34,481,890.83 |

| | Month of May | Fiscal YTD July-May |
|-----------------------------------|----------------------|----------------------|
| Opening Balance | 34,323,949.77 | 26,035,965.31 |
| Purchases | 157,941.06 | 8,445,925.52 |
| Redemptions (Excl. Checks) | 0.00 | 0.00 |
| Check Disbursements | 0.00 | 0.00 |
| Closing Balance | 34,481,890.83 | 34,481,890.83 |
| Cash Dividends and Income | 157,941.06 | 1,445,925.52 |

| | |
|-----------------------------------|---------------|
| Closing Balance | 34,481,890.83 |
| Average Monthly Balance | 34,329,044.64 |
| Monthly Distribution Yield | 5.43% |



Account Statement - Transaction Summary

For the Month Ending **May 31, 2024**

City of Antioch - Investment Portfolio - 6090-002

| CAMP Pool | |
|----------------------|----------------|
| Opening Market Value | 205,104.75 |
| Purchases | 4,803,147.91 |
| Redemptions | (4,984,480.23) |
| Unsettled Trades | 0.00 |
| Change in Value | 0.00 |

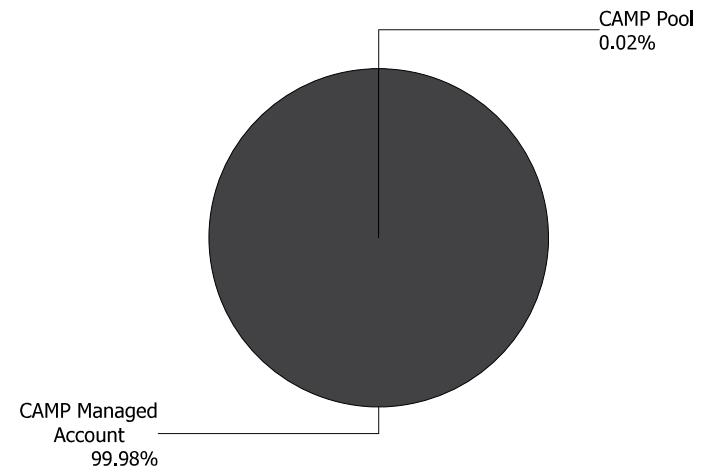
| | |
|-----------------------------|--------------------|
| Closing Market Value | \$23,772.43 |
| Cash Dividends and Income | 3,032.97 |

| CAMP Managed Account | |
|----------------------|----------------|
| Opening Market Value | 109,556,623.45 |
| Purchases | 4,967,956.31 |
| Redemptions | (4,326,774.50) |
| Unsettled Trades | 0.00 |
| Change in Value | 362,863.63 |

| | |
|-----------------------------|-------------------------|
| Closing Market Value | \$110,560,668.89 |
| Cash Dividends and Income | 412,990.54 |

| Asset Summary | | |
|-----------------------------|-------------------------|-------------------------|
| | May 31, 2024 | April 30, 2024 |
| CAMP Pool | 23,772.43 | 205,104.75 |
| CAMP Managed Account | 110,560,668.89 | 109,556,623.45 |
| Total | \$110,584,441.32 | \$109,761,728.20 |

Asset Allocation





Managed Account Summary Statement

For the Month Ending **May 31, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

| Transaction Summary - Money Market | | Transaction Summary - Managed Account | | Account Total | |
|------------------------------------|---------------------|---------------------------------------|-------------------------|-----------------------------|-------------------------|
| Opening Market Value | \$205,104.75 | Opening Market Value | \$109,556,623.45 | Opening Market Value | \$109,761,728.20 |
| Purchases | 4,803,147.91 | Maturities/Calls | (875,834.30) | | |
| Redemptions | (4,984,480.23) | Principal Dispositions | (3,450,940.20) | | |
| | | Principal Acquisitions | 4,967,956.31 | | |
| | | Unsettled Trades | 0.00 | | |
| | | Change in Current Value | 362,863.63 | | |
| Closing Market Value | \$23,772.43 | Closing Market Value | \$110,560,668.89 | Closing Market Value | \$110,584,441.32 |
| Dividend | 3,032.97 | | | | |

| Earnings Reconciliation (Cash Basis) - Managed Account | | Cash Balance | |
|--------------------------------------------------------|---------------------|-----------------------------|---------------|
| Interest/Dividends/Coupons Received | 473,340.44 | Closing Cash Balance | \$0.00 |
| Less Purchased Interest Related to Interest/Coupons | (8,329.92) | | |
| Plus Net Realized Gains/Losses | (52,019.98) | | |
| Total Cash Basis Earnings | \$412,990.54 | | |

| Earnings Reconciliation (Accrual Basis) | Managed Account | Total | Cash Transactions Summary- Managed Account | |
|------------------------------------------------------|---------------------|---------------------|--------------------------------------------|----------------|
| Ending Amortized Value of Securities | 111,678,755.75 | 111,702,528.18 | Maturities/Calls | 351,716.75 |
| Ending Accrued Interest | 966,167.22 | 966,167.22 | Sale Proceeds | 3,484,814.75 |
| Plus Proceeds from Sales | 3,484,814.75 | 8,469,294.98 | Coupon/Interest/Dividend Income | 437,749.14 |
| Plus Proceeds of Maturities/Calls/Principal Payments | 877,551.05 | 877,551.05 | Principal Payments | 525,834.30 |
| Plus Coupons/Dividends Received | 437,749.14 | 437,749.14 | Security Purchases | (4,976,286.23) |
| Less Cost of New Purchases | (4,976,286.23) | (9,779,434.14) | Net Cash Contribution | 176,171.29 |
| Less Beginning Amortized Value of Securities | (111,076,980.69) | (111,282,085.44) | Reconciling Transactions | 0.00 |
| Less Beginning Accrued Interest | (1,047,752.06) | (1,047,752.06) | | |
| Dividends | 0.00 | 3,032.97 | | |
| Total Accrual Basis Earnings | \$344,018.93 | \$347,051.90 | | |



Portfolio Summary and Statistics

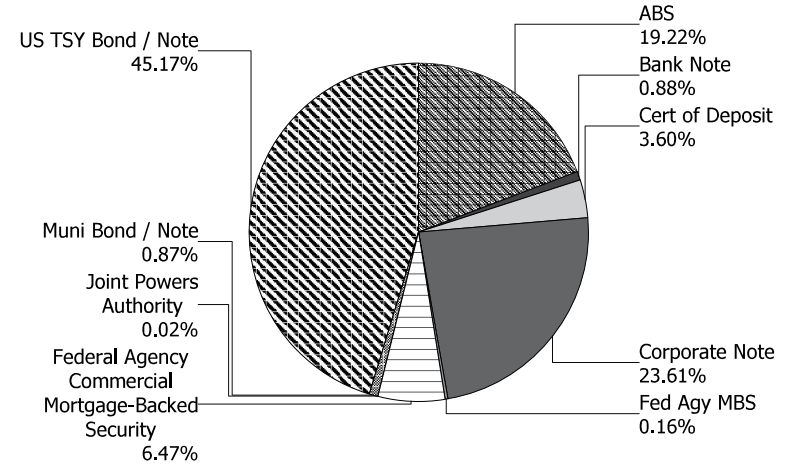
For the Month Ending **May 31, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

Account Summary

| Description | Par Value | Market Value | Percent |
|----------------------------------------------------|-----------------------|-----------------------|----------------|
| U.S. Treasury Bond / Note | 50,585,000.00 | 49,949,131.23 | 45.17 |
| Municipal Bond / Note | 1,005,000.00 | 964,459.95 | 0.87 |
| Federal Agency Mortgage-Backed Security | 190,478.35 | 179,374.83 | 0.16 |
| Federal Agency Commercial Mortgage-Backed Security | 7,490,107.38 | 7,156,044.33 | 6.47 |
| Corporate Note | 26,380,000.00 | 26,108,957.64 | 23.61 |
| Certificate of Deposit | 3,975,000.00 | 3,975,800.33 | 3.60 |
| Bank Note | 975,000.00 | 968,224.40 | 0.88 |
| Asset-Backed Security | 21,503,972.26 | 21,258,676.18 | 19.22 |
| Managed Account Sub-Total | 112,104,557.99 | 110,560,668.89 | 99.98% |
| Accrued Interest | | 966,167.22 | |
| Total Portfolio | 112,104,557.99 | 111,526,836.11 | |
| CAMP Pool | 23,772.43 | 23,772.43 | 0.02 |
| Total Investments | 112,128,330.42 | 111,550,608.54 | 100.00% |

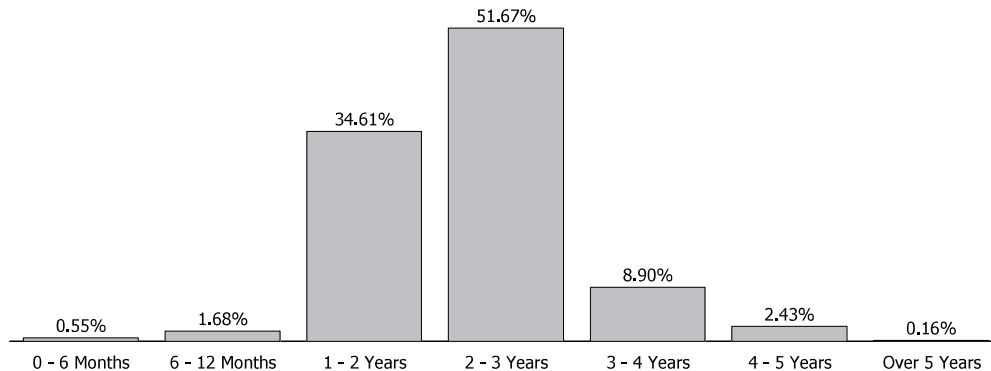
Sector Allocation



Unsettled Trades

0.00 0.00

Maturity Distribution



Characteristics

| | |
|-----------------------------------|-------|
| Yield to Maturity at Cost | 4.32% |
| Yield to Maturity at Market | 4.86% |
| Weighted Average Days to Maturity | 837 |



Managed Account Issuer Summary

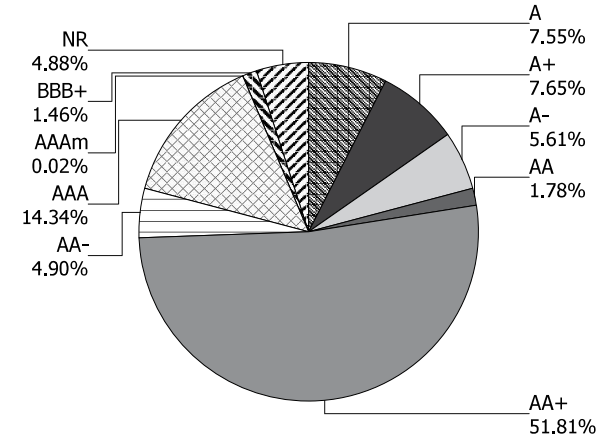
For the Month Ending **May 31, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

Issuer Summary

| Issuer | Market Value of Holdings | Percent |
|----------------------------------------|--------------------------|---------|
| ADOBE INC | 333,974.57 | 0.30 |
| ALLY AUTO RECEIVABLES TRUST | 1,285,954.07 | 1.16 |
| AMERICAN EXPRESS CO | 1,682,659.31 | 1.52 |
| AMERICAN HONDA FINANCE | 802,103.03 | 0.73 |
| ANZ BANKING GROUP LTD | 815,203.91 | 0.74 |
| ASTRAZENECA PLC | 402,609.29 | 0.36 |
| BANK OF AMERICA CO | 1,352,751.44 | 1.22 |
| BMW FINANCIAL SERVICES NA LLC | 846,196.80 | 0.77 |
| BMW VEHICLE OWNER TRUST | 382,394.63 | 0.35 |
| BP PLC | 598,066.20 | 0.54 |
| BRISTOL-MYERS SQUIBB CO | 394,112.08 | 0.36 |
| CAMP Pool | 23,772.43 | 0.02 |
| CAPITAL ONE FINANCIAL CORP | 1,835,417.65 | 1.66 |
| CARMAX AUTO OWNER TRUST | 1,705,434.85 | 1.54 |
| CATERPILLAR INC | 788,581.60 | 0.71 |
| CHASE ISSURANCE | 1,568,459.27 | 1.42 |
| CINTAS CORPORATION NO. 2 | 343,685.30 | 0.31 |
| CISCO SYSTEMS INC | 667,470.75 | 0.60 |
| CITIGROUP INC | 437,758.20 | 0.40 |
| COMMONWEALTH BANK OF AUSTRALIA | 441,057.76 | 0.40 |
| CREDIT AGRICOLE SA | 824,589.48 | 0.75 |
| DEERE & COMPANY | 796,054.51 | 0.72 |
| DISCOVER FINANCIAL SERVICES | 2,129,641.78 | 1.93 |
| ELI LILLY & CO | 547,580.76 | 0.50 |
| FANNIE MAE | 1,048,190.57 | 0.95 |
| FIFTH THIRD AUTO TRUST | 559,604.36 | 0.51 |
| FLORIDA STATE BOARD OF ADMIN FIN CORP | 774,262.80 | 0.70 |
| FORD CREDIT AUTO OWNER TRUST | 1,093,311.11 | 0.99 |
| FREDDIE MAC | 6,287,228.59 | 5.69 |
| GM FINANCIAL CONSUMER AUTOMOBILE TRUST | 1,191,876.72 | 1.08 |
| GOLDMAN SACHS GROUP INC | 829,320.05 | 0.75 |
| HARLEY-DAVIDSON MOTORCYCLE TRUST | 658,907.85 | 0.60 |

Credit Quality (S&P Ratings)





Managed Account Issuer Summary

For the Month Ending **May 31, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

| Issuer | Market Value of Holdings | Percent |
|------------------------------------------|-------------------------------------|----------------|
| HOME DEPOT INC | 347,644.51 | 0.31 |
| HONDA AUTO RECEIVABLES | 464,798.42 | 0.42 |
| HORMEL FOODS CORP | 233,338.32 | 0.21 |
| HUNTINGTON BANCSHARES INC/OH | 318,865.66 | 0.29 |
| HYUNDAI AUTO RECEIVABLES | 1,176,475.96 | 1.06 |
| JP MORGAN CHASE & CO | 1,062,307.00 | 0.96 |
| KUBOTA CREDIT OWNER TRUST | 1,641,014.31 | 1.48 |
| LINDE PLC | 521,339.70 | 0.47 |
| MERCEDES-BENZ AUTO RECEIVABLES | 862,174.48 | 0.78 |
| Mercedes-Benz Group AG | 821,738.48 | 0.74 |
| MORGAN STANLEY | 1,346,728.53 | 1.22 |
| NATIONAL AUSTRALIA BANK LTD | 1,463,927.70 | 1.32 |
| NATIONAL RURAL UTILITIES CO FINANCE CORP | 840,497.83 | 0.76 |
| NESTLE SA | 789,213.75 | 0.71 |
| NEW JERSEY TURNPIKE AUTHORITY | 190,197.15 | 0.17 |
| NISSAN AUTO RECEIVABLES | 986,357.13 | 0.89 |
| NORDEA BANK ABP | 1,051,727.25 | 0.95 |
| PACCAR FINANCIAL CORP | 599,811.88 | 0.54 |
| PEPSICO INC | 788,581.17 | 0.71 |
| PNC FINANCIAL SERVICES GROUP | 759,848.47 | 0.69 |
| RABOBANK NEDERLAND | 1,535,004.65 | 1.39 |
| ROCHE HOLDINGS INC | 676,665.23 | 0.61 |
| STATE STREET CORPORATION | 1,443,905.36 | 1.31 |
| TEXAS INSTRUMENTS INC | 481,634.10 | 0.44 |
| THE BANK OF NEW YORK MELLON CORPORATION | 517,898.33 | 0.47 |
| TORONTO-DOMINION BANK | 1,052,084.45 | 0.95 |
| TOYOTA MOTOR CORP | 2,267,054.88 | 2.05 |
| TRUIST FIN CORP | 775,602.62 | 0.70 |
| UNITED STATES TREASURY | 49,949,131.23 | 45.16 |
| UNITEDHEALTH GROUP INC | 179,715.42 | 0.16 |
| USAA CAPITAL CORP | 515,819.33 | 0.47 |
| VOLKSWAGEN AUTO LEASE TURST | 70,826.61 | 0.06 |
| WELLS FARGO & COMPANY | 1,254,170.63 | 1.13 |



Managed Account Issuer Summary

For the Month Ending **May 31, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

| <u>Issuer</u> | <u>Market Value of Holdings</u> | <u>Percent</u> |
|---------------------------|-------------------------------------|----------------|
| WORLD OMNI AUTO REC TRUST | 150,109.06 | 0.14 |
| Total | \$110,584,441.32 | 100.00% |



Managed Account Detail of Securities Held

For the Month Ending **May 31, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

| Security Type/Description Dated Date/Coupon/Maturity | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|-----------------------------------------------------------|-----------|--------------|---------------|-------------------|---------------|----------------|------------------|----------------|---------------------|-------------------|-----------------|
| U.S. Treasury Bond / Note | | | | | | | | | | | |
| US TREASURY NOTES DTD 09/15/2022 3.500% 09/15/2025 | 91282CFK2 | 2,250,000.00 | AA+ | Aaa | 10/06/22 | 10/11/22 | 2,204,912.11 | 4.23 | 16,691.58 | 2,230,152.90 | 2,205,351.45 |
| US TREASURY NOTES DTD 11/15/2022 4.500% 11/15/2025 | 91282CFW6 | 2,000,000.00 | AA+ | Aaa | 12/16/22 | 12/16/22 | 2,027,500.00 | 3.99 | 4,157.61 | 2,013,737.09 | 1,984,687.60 |
| US TREASURY NOTES DTD 01/15/2023 3.875% 01/15/2026 | 91282CGE5 | 4,650,000.00 | AA+ | Aaa | 01/30/23 | 02/01/23 | 4,639,283.20 | 3.96 | 68,312.84 | 4,644,110.23 | 4,569,351.33 |
| US TREASURY N/B NOTES DTD 01/31/2024 4.250% 01/31/2026 | 91282CJV4 | 1,175,000.00 | AA+ | Aaa | 02/14/24 | 02/20/24 | 1,167,748.05 | 4.59 | 16,737.29 | 1,168,753.81 | 1,161,414.06 |
| US TREASURY NOTES DTD 02/15/2023 4.000% 02/15/2026 | 91282CGL9 | 2,700,000.00 | AA+ | Aaa | 03/02/23 | 03/03/23 | 2,652,750.00 | 4.64 | 31,747.25 | 2,672,700.00 | 2,657,390.76 |
| US TREASURY N/B NOTES DTD 03/31/2024 4.500% 03/31/2026 | 91282CKH3 | 1,100,000.00 | AA+ | Aaa | 04/11/24 | 04/16/24 | 1,090,804.69 | 4.95 | 8,385.25 | 1,091,369.36 | 1,092,093.75 |
| US TREASURY NOTES DTD 04/15/2023 3.750% 04/15/2026 | 91282CGV7 | 2,550,000.00 | AA+ | Aaa | 05/01/23 | 05/03/23 | 2,544,123.05 | 3.83 | 12,279.71 | 2,546,276.48 | 2,497,406.25 |
| US TREASURY NOTES DTD 05/15/2023 3.625% 05/15/2026 | 91282CHB0 | 4,350,000.00 | AA+ | Aaa | 06/01/23 | 06/05/23 | 4,307,349.61 | 3.98 | 7,284.48 | 4,321,711.88 | 4,248,726.78 |
| US TREASURY NOTES DTD 06/15/2023 4.125% 06/15/2026 | 91282CHH7 | 2,150,000.00 | AA+ | Aaa | 06/29/23 | 06/29/23 | 2,129,003.91 | 4.48 | 40,951.33 | 2,135,562.76 | 2,119,429.58 |
| US TREASURY NOTES DTD 07/15/2023 4.500% 07/15/2026 | 91282CHM6 | 3,025,000.00 | AA+ | Aaa | 08/01/23 | 08/03/23 | 3,020,155.28 | 4.56 | 51,607.83 | 3,021,518.28 | 3,004,203.13 |
| US TREASURY NOTES DTD 08/15/2023 4.375% 08/15/2026 | 91282CHU8 | 2,250,000.00 | AA+ | Aaa | 09/06/23 | 09/11/23 | 2,228,554.69 | 4.73 | 28,936.30 | 2,233,850.82 | 2,228,906.25 |
| US TREASURY NOTES DTD 08/15/2023 4.375% 08/15/2026 | 91282CHU8 | 3,250,000.00 | AA+ | Aaa | 12/07/23 | 12/11/23 | 3,251,523.44 | 4.35 | 41,796.87 | 3,251,253.96 | 3,219,531.25 |
| US TREASURY N/B NOTES DTD 11/15/2023 4.625% 11/15/2026 | 91282CJK8 | 5,000,000.00 | AA+ | Aaa | 12/04/23 | 12/05/23 | 5,034,960.94 | 4.37 | 10,682.74 | 5,029,434.11 | 4,984,375.00 |
| US TREASURY N/B NOTES DTD 12/15/2023 4.375% 12/15/2026 | 91282CJP7 | 4,100,000.00 | AA+ | Aaa | 01/03/24 | 01/05/24 | 4,131,710.94 | 4.09 | 82,826.16 | 4,127,574.10 | 4,064,125.00 |



Managed Account Detail of Securities Held

For the Month Ending **May 31, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

| Security Type/Description | Dated Date/Coupon/Maturity | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|------------------------------------------------|-----------------------------------|--------------|----------------------|-----------------------|-----------------------|-------------------|--------------------|----------------------|--------------------|-------------------------|-----------------------|----------------------|
| U.S. Treasury Bond / Note | | | | | | | | | | | | |
| US TREASURY N/B NOTES | DTD 01/15/2024 4.000% 01/15/2027 | 91282CJT9 | 1,425,000.00 | AA+ | Aaa | 02/08/24 | 02/09/24 | 1,415,704.10 | 4.24 | 21,609.89 | 1,416,635.34 | 1,399,617.19 |
| US TREASURY N/B NOTES | DTD 01/15/2024 4.000% 01/15/2027 | 91282CJT9 | 1,625,000.00 | AA+ | Aaa | 02/02/24 | 02/06/24 | 1,617,446.29 | 4.17 | 24,642.86 | 1,618,221.62 | 1,596,054.69 |
| US TREASURY N/B NOTES | DTD 02/15/2024 4.125% 02/15/2027 | 91282CKA8 | 525,000.00 | AA+ | Aaa | 03/15/24 | 03/19/24 | 519,503.91 | 4.51 | 6,365.99 | 519,865.20 | 517,289.06 |
| US TREASURY N/B NOTES | DTD 02/15/2024 4.125% 02/15/2027 | 91282CKA8 | 1,500,000.00 | AA+ | Aaa | 03/11/24 | 03/12/24 | 1,493,144.53 | 4.29 | 18,188.53 | 1,493,636.03 | 1,477,968.75 |
| US TREASURY N/B NOTES | DTD 03/15/2024 4.250% 03/15/2027 | 91282CKE0 | 2,250,000.00 | AA+ | Aaa | 04/02/24 | 04/04/24 | 2,233,740.23 | 4.51 | 20,268.34 | 2,234,557.14 | 2,224,336.05 |
| US TREASURY N/B NOTES | DTD 04/15/2024 4.500% 04/15/2027 | 91282CKJ9 | 2,710,000.00 | AA+ | Aaa | 05/09/24 | 05/10/24 | 2,698,143.75 | 4.66 | 15,660.25 | 2,698,371.11 | 2,696,873.30 |
| Security Type Sub-Total | | | 50,585,000.00 | | | | | 50,408,062.72 | 4.30 | 529,133.10 | 50,469,292.22 | 49,949,131.23 |
| Municipal Bond / Note | | | | | | | | | | | | |
| NJ TURNPIKE AUTHORITY TXBL REV BONDS | DTD 02/04/2021 0.897% 01/01/2025 | 646140DNO | 195,000.00 | AA- | A1 | 01/22/21 | 02/04/21 | 195,000.00 | 0.90 | 728.81 | 195,000.00 | 190,197.15 |
| FL ST BOARD OF ADMIN TXBL REV BONDS | DTD 09/16/2020 1.258% 07/01/2025 | 341271AD6 | 235,000.00 | AA | Aa3 | 09/03/20 | 09/16/20 | 235,000.00 | 1.26 | 1,231.79 | 235,000.00 | 224,631.80 |
| FL ST BOARD OF ADMIN TXBL REV BONDS | DTD 09/16/2020 1.258% 07/01/2025 | 341271AD6 | 575,000.00 | AA | Aa3 | 11/21/22 | 11/23/22 | 519,690.75 | 5.26 | 3,013.96 | 552,027.18 | 549,631.00 |
| Security Type Sub-Total | | | 1,005,000.00 | | | | | 949,690.75 | 3.47 | 4,974.56 | 982,027.18 | 964,459.95 |
| Federal Agency Mortgage-Backed Security | | | | | | | | | | | | |
| FN BM4614 | DTD 10/01/2018 3.000% 03/01/2033 | 3140J9DU2 | 190,478.35 | AA+ | Aaa | 08/03/21 | 08/17/21 | 202,978.48 | 2.35 | 476.20 | 199,955.79 | 179,374.83 |
| Security Type Sub-Total | | | 190,478.35 | | | | | 202,978.48 | 2.35 | 476.20 | 199,955.79 | 179,374.83 |



Managed Account Detail of Securities Held

For the Month Ending **May 31, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

| Security Type/Description Dated Date/Coupon/Maturity | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|-----------------------------------------------------------------------|-----------|---------------------|---------------|-------------------|---------------|----------------|---------------------|----------------|---------------------|---------------------|---------------------|
| Federal Agency Commercial Mortgage-Backed Security | | | | | | | | | | | |
| FHMS K053 A2 DTD 03/29/2016 2.995% 12/01/2025 | 3137BN6G4 | 550,000.00 | AA+ | Aaa | 08/04/22 | 08/09/22 | 543,662.11 | 3.36 | 1,372.71 | 547,129.62 | 532,090.06 |
| FHMS K054 A2 DTD 04/20/2016 2.745% 01/01/2026 | 3137BNGT5 | 1,125,000.00 | AA+ | Aaa | 05/11/23 | 05/16/23 | 1,087,470.70 | 4.09 | 2,573.44 | 1,102,388.69 | 1,082,326.65 |
| FNA 2016-M3 A2 DTD 03/31/2016 2.702% 02/01/2026 | 3136ARTE8 | 276,648.15 | AA+ | Aaa | 08/31/22 | 09/06/22 | 267,278.86 | 3.76 | 622.92 | 272,053.88 | 265,294.35 |
| FHMS K057 A2 DTD 09/28/2016 2.570% 07/01/2026 | 3137BRQJ7 | 575,000.00 | AA+ | Aaa | 03/02/23 | 03/07/23 | 534,705.08 | 4.86 | 1,231.46 | 549,732.56 | 547,138.56 |
| FHMS K057 A2 DTD 09/28/2016 2.570% 07/01/2026 | 3137BRQJ7 | 575,000.00 | AA+ | Aaa | 05/18/23 | 05/23/23 | 546,744.14 | 4.26 | 1,231.46 | 556,079.78 | 547,138.56 |
| FHMS K058 A2 DTD 11/09/2016 2.653% 08/01/2026 | 3137BSP72 | 855,000.00 | AA+ | Aaa | 04/06/23 | 04/12/23 | 818,996.48 | 4.02 | 1,890.26 | 831,405.32 | 810,518.34 |
| FNA 2016-M12 A2 DTD 11/30/2016 2.443% 09/01/2026 | 3136AUKX8 | 638,183.73 | AA+ | Aaa | 12/11/23 | 12/14/23 | 599,369.20 | 4.92 | 1,299.50 | 605,661.63 | 603,521.39 |
| FHMS K061 A2 DTD 01/30/2017 3.347% 11/01/2026 | 3137BTUM1 | 494,358.79 | AA+ | Aaa | 11/27/23 | 11/30/23 | 471,050.56 | 5.09 | 1,378.85 | 475,069.97 | 474,601.19 |
| FHMS K062 A2 DTD 02/01/2017 3.413% 12/01/2026 | 3137BUX60 | 500,000.00 | AA+ | Aaa | 12/06/23 | 12/11/23 | 481,406.25 | 4.76 | 1,422.08 | 484,368.24 | 479,543.41 |
| FHMS K063 A2 DTD 03/01/2017 3.430% 01/01/2027 | 3137BVZ82 | 500,000.00 | AA+ | Aaa | 12/06/23 | 12/11/23 | 481,503.91 | 4.73 | 1,429.17 | 484,368.57 | 479,748.19 |
| FHLMC MULTIFAMILY STRUCTURED P DTD 07/01/2017 3.243% 04/01/2027 | 3137F1G44 | 575,000.00 | AA+ | Aaa | 11/22/23 | 11/28/23 | 543,172.85 | 5.05 | 1,553.94 | 548,025.19 | 547,298.21 |
| FHMS KJ28 A2 DTD 02/27/2020 2.308% 10/01/2027 | 3137FREE7 | 550,299.06 | AA+ | Aaa | 12/06/23 | 12/11/23 | 515,883.88 | 4.08 | 1,058.41 | 519,876.46 | 518,001.77 |
| FHLMC MULTIFAMILY STRUCTURED POOL DTD 02/01/2018 3.350% 09/01/2028 | 3137FETM2 | 275,617.65 | AA+ | Aaa | 12/08/22 | 12/13/22 | 267,327.59 | 3.94 | 769.43 | 269,454.67 | 268,823.65 |
| Security Type Sub-Total | | 7,490,107.38 | | | | | 7,158,571.61 | 4.38 | 17,833.63 | 7,245,614.58 | 7,156,044.33 |



Managed Account Detail of Securities Held

For the Month Ending **May 31, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

| Security Type/Description | S&P | Moody's | Trade | Settle | Original | YTM | Accrued | Amortized | Market | | |
|------------------------------------------------------------------------------|----------------|----------------|---------------|---------------|-----------------|----------------|-----------------|------------------|---------------|------------|------------|
| Dated Date/Coupon/Maturity | Par | Rating | Rating | Date | Date | at Cost | Interest | Cost | Value | | |
| CUSIP | | | | | | | | | | | |
| Corporate Note | | | | | | | | | | | |
| JPMORGAN CHASE CORP NOTES (CALLED, OMD 6 DTD 06/01/2021 0.824% 06/01/2024 | 46647PCH7 | 595,000.00 | A- | A1 | 05/24/21 | 06/01/21 | 595,000.00 | 0.82 | 2,451.40 | 595,000.00 | 594,986.32 |
| COOPERATIEVE RABOBANK UA CORPORATE NOTES DTD 01/12/2022 1.375% 01/10/2025 | 21688AAS1 | 500,000.00 | A+ | Aa2 | 01/19/22 | 01/24/22 | 496,040.00 | 1.65 | 2,692.71 | 499,183.84 | 487,605.50 |
| AMERICAN EXPRESS CO CORP NOTES (CALLABLE DTD 03/04/2022 2.250% 03/04/2025 | 025816CQ0 | 120,000.00 | BBB+ | A2 | 03/01/22 | 03/04/22 | 119,878.80 | 2.29 | 652.50 | 119,969.48 | 117,130.68 |
| AMERICAN EXPRESS CO CORP NOTES (CALLABLE DTD 03/04/2022 2.250% 03/04/2025 | 025816CQ0 | 205,000.00 | BBB+ | A2 | 03/02/22 | 03/04/22 | 204,633.05 | 2.31 | 1,114.69 | 204,907.59 | 200,098.25 |
| CINTAS CORPORATION NO. 2 CORP NOTE (CALL DTD 05/03/2022 3.450% 05/01/2025 | 17252MAP5 | 145,000.00 | A- | A3 | 05/02/22 | 05/04/22 | 144,575.15 | 3.55 | 416.87 | 144,870.17 | 142,383.91 |
| CINTAS CORPORATION NO. 2 CORP NOTE (CALL DTD 05/03/2022 3.450% 05/01/2025 | 17252MAP5 | 205,000.00 | A- | A3 | 04/26/22 | 05/03/22 | 204,954.90 | 3.46 | 589.38 | 204,986.23 | 201,301.39 |
| USAA CAPITAL CORP CORPORATE NOTES DTD 05/26/2022 3.375% 05/01/2025 | 90327QD89 | 525,000.00 | AA | Aa1 | 05/23/22 | 05/26/22 | 523,283.25 | 3.49 | 1,476.56 | 524,464.62 | 515,819.33 |
| TRUIST FINANCIAL CORP NOTES (CALLABLE) DTD 06/05/2018 3.700% 06/05/2025 | 05531FBE2 | 475,000.00 | A- | Baa1 | 02/07/22 | 02/09/22 | 499,358.00 | 2.09 | 8,592.22 | 481,971.21 | 465,843.90 |
| NATIONAL AUSTRALIA BK/NY CORPORATE NOTES DTD 06/09/2022 3.500% 06/09/2025 | 63254ABD9 | 565,000.00 | AA- | Aa2 | 05/31/22 | 06/09/22 | 565,000.00 | 3.50 | 9,448.06 | 565,000.00 | 553,220.88 |
| NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 05/04/2022 3.450% 06/15/2025 | 63743HFE7 | 65,000.00 | A- | A2 | 05/02/22 | 05/04/22 | 64,691.90 | 3.61 | 1,034.04 | 64,897.39 | 63,594.50 |



Managed Account Detail of Securities Held

For the Month Ending **May 31, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

| Security Type/Description | S&P | Moody's | Trade | Settle | Original | YTM | Accrued | Amortized | Market | | |
|-------------------------------------------------------------------------------|----------------|----------------|---------------|---------------|-----------------|----------------|-----------------|------------------|---------------|------------|------------|
| Dated Date/Coupon/Maturity | Par | Rating | Rating | Date | Date | at Cost | Interest | Cost | Value | | |
| CUSIP | | | | | | | | | | | |
| Corporate Note | | | | | | | | | | | |
| NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 05/04/2022 3.450% 06/15/2025 | 63743HFE7 | 85,000.00 | A- | A2 | 04/27/22 | 05/04/22 | 84,977.05 | 3.46 | 1,352.21 | 84,992.36 | 83,162.05 |
| NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 05/04/2022 3.450% 06/15/2025 | 63743HFE7 | 100,000.00 | A- | A2 | 05/03/22 | 05/05/22 | 99,532.00 | 3.61 | 1,590.83 | 99,844.00 | 97,837.70 |
| JP MORGAN CHASE CORP NOTES (CALLABLE) DTD 07/21/2015 3.900% 07/15/2025 | 46625HMN7 | 475,000.00 | A- | A1 | 03/10/22 | 03/14/22 | 489,834.25 | 2.91 | 6,998.33 | 479,182.00 | 467,320.68 |
| MORGAN STANLEY CORP NOTES DTD 07/23/2015 4.000% 07/23/2025 | 6174468C6 | 225,000.00 | A- | A1 | 06/22/22 | 06/24/22 | 224,581.50 | 4.06 | 3,200.00 | 224,844.88 | 221,820.08 |
| BMW US CAPITAL LLC CORPORATE NOTES DTD 08/11/2023 5.300% 08/11/2025 | 05565ECC7 | 300,000.00 | A | A2 | 08/08/23 | 08/11/23 | 299,982.00 | 5.30 | 4,858.33 | 299,989.26 | 299,617.80 |
| NESTLE HOLDINGS INC CORP NOTE DTD 09/13/2022 4.000% 09/12/2025 | 641062BA1 | 395,000.00 | AA- | Aa3 | 09/06/22 | 09/13/22 | 394,869.65 | 4.01 | 3,467.22 | 394,944.29 | 388,731.75 |
| COMMONWEALTH BK AUSTR NY CORPORATE NOTES DTD 09/12/2023 5.499% 09/12/2025 | 20271RAS9 | 440,000.00 | AA- | Aa2 | 09/05/23 | 09/12/23 | 440,000.00 | 5.50 | 5,309.59 | 440,000.00 | 441,057.76 |
| HOME DEPOT INC NOTES (CALLABLE) DTD 09/19/2022 4.000% 09/15/2025 | 437076CR1 | 115,000.00 | A | A2 | 09/12/22 | 09/19/22 | 114,958.60 | 4.01 | 971.11 | 114,982.14 | 113,166.21 |
| AMERICAN HONDA FINANCE CORPORATE NOTES DTD 10/04/2023 5.800% 10/03/2025 | 02665WEQ0 | 375,000.00 | A- | A3 | 11/22/23 | 11/27/23 | 377,527.50 | 5.41 | 3,504.17 | 376,854.13 | 377,067.75 |
| UNITEDHEALTH GROUP INC CORPORATE NOTES DTD 10/28/2022 5.150% 10/15/2025 | 91324PEN8 | 180,000.00 | A+ | A2 | 10/25/22 | 10/28/22 | 179,983.80 | 5.15 | 1,184.50 | 179,992.51 | 179,715.42 |
| PNC FINANCIAL SERVICES CORP NOTE (CALLAB) DTD 10/28/2022 5.671% 10/28/2025 | 693475BH7 | 345,000.00 | A- | A3 | 10/25/22 | 10/28/22 | 345,000.00 | 5.67 | 1,793.45 | 345,000.00 | 344,156.82 |



Managed Account Detail of Securities Held

For the Month Ending **May 31, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

| Security Type/Description | Dated Date/Coupon/Maturity | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|------------------------------------------------------------------------------|-----------------------------------|--------------|------------|-----------------------|-----------------------|-------------------|--------------------|----------------------|--------------------|-------------------------|-----------------------|---------------------|
| Corporate Note | | | | | | | | | | | | |
| BRISTOL-MYERS SQUIBB CO CORPORATE NOTES DTD 11/13/2020 0.750% 11/13/2025 | | 110122DN5 | 250,000.00 | A | A2 | 02/22/22 | 02/24/22 | 236,870.00 | 2.23 | 93.75 | 244,875.63 | 234,642.00 |
| LINDE INC/CT CORPORATE NOTES (CALLABLE) DTD 12/05/2022 4.700% 12/05/2025 | | 53522KAB9 | 525,000.00 | A | A2 | 11/28/22 | 12/05/22 | 524,433.00 | 4.74 | 12,063.33 | 524,714.43 | 521,339.70 |
| AUST & NZ BANKING GRP NY CORPORATE NOTES DTD 12/08/2022 5.088% 12/08/2025 | | 05254JAA8 | 445,000.00 | AA- | Aa2 | 11/29/22 | 12/08/22 | 445,000.00 | 5.09 | 10,880.55 | 445,000.00 | 443,751.78 |
| TOYOTA MOTOR CREDIT CORP CORPORATE NOTES DTD 01/05/2024 4.800% 01/05/2026 | | 89236TLJ2 | 375,000.00 | A+ | A1 | 01/02/24 | 01/05/24 | 374,711.25 | 4.84 | 7,300.00 | 374,767.74 | 372,546.38 |
| JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 01/09/2023 4.800% 01/09/2026 | | 24422EWPO | 525,000.00 | A | A1 | 01/03/23 | 01/09/23 | 524,753.25 | 4.82 | 9,940.00 | 524,867.84 | 522,218.03 |
| CITIGROUP INC CORPORATE NOTES DTD 01/12/2016 3.700% 01/12/2026 | | 172967KG5 | 450,000.00 | BBB+ | A3 | 04/27/23 | 05/01/23 | 438,070.50 | 4.76 | 6,428.75 | 442,868.89 | 437,758.20 |
| NATIONAL AUSTRALIA BK/NY CORPORATE NOTES DTD 01/12/2023 4.966% 01/12/2026 | | 63253QAA2 | 915,000.00 | AA- | Aa2 | 01/04/23 | 01/12/23 | 915,000.00 | 4.97 | 17,544.46 | 915,000.00 | 910,706.82 |
| STATE STREET CORP (CALLABLE) CORPORATE N DTD 02/07/2022 1.746% 02/06/2026 | | 857477BR3 | 225,000.00 | A | A1 | 02/02/22 | 02/07/22 | 225,000.00 | 1.75 | 1,254.94 | 225,000.00 | 218,961.45 |
| PEPSICO INC CORP NOTES (CALLABLE) DTD 02/15/2023 4.550% 02/13/2026 | | 713448FO6 | 795,000.00 | A+ | A1 | 02/13/23 | 02/15/23 | 794,538.90 | 4.57 | 10,851.75 | 794,737.84 | 788,581.17 |
| MORGAN STANLEY CORP NOTES (CALLABLE) DTD 02/18/2022 2.630% 02/18/2026 | | 61747YEM3 | 585,000.00 | A- | A1 | 02/16/22 | 02/18/22 | 585,000.00 | 2.63 | 4,401.96 | 585,000.00 | 572,375.70 |



Managed Account Detail of Securities Held

For the Month Ending **May 31, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

| Security Type/Description | S&P | Moody's | Trade | Settle | Original | YTM | Accrued | Amortized | Market | | |
|-------------------------------------------------------------------------------|----------------|----------------|---------------|---------------|-----------------|----------------|-----------------|------------------|---------------|------------|------------|
| Dated Date/Coupon/Maturity | Par | Rating | Rating | Date | Date | at Cost | Interest | Cost | Value | | |
| CUSIP | | | | | | | | | | | |
| Corporate Note | | | | | | | | | | | |
| NATIONAL RURAL UTIL COOP CORP NOTES (CAL) DTD 02/09/2023 4.450% 03/13/2026 | 63743HFH0 | 275,000.00 | A- | A2 | 02/03/23 | 02/09/23 | 273,979.75 | 4.58 | 2,651.46 | 274,412.09 | 271,506.13 |
| NESTLE HOLDINGS INC CORPORATE NOTES DTD 03/14/2023 5.250% 03/13/2026 | 641062BK9 | 400,000.00 | AA- | Aa3 | 03/07/23 | 03/14/23 | 399,868.00 | 5.26 | 4,550.00 | 399,921.64 | 400,482.00 |
| STATE STREET CORP NOTES (CALLABLE) DTD 10/29/2020 2.901% 03/30/2026 | 857477BM4 | 510,000.00 | A | A1 | 02/17/22 | 02/22/22 | 520,266.30 | 2.38 | 2,506.95 | 512,738.89 | 498,457.68 |
| BANK OF AMERICA CORP NOTES DTD 04/19/2016 3.500% 04/19/2026 | 06051GFX2 | 425,000.00 | A- | A1 | 05/10/23 | 05/12/23 | 412,288.25 | 4.60 | 1,735.42 | 416,861.16 | 411,503.28 |
| WELLS FARGO & CO CORP NOTES DTD 04/22/2016 3.000% 04/22/2026 | 949746RW3 | 450,000.00 | BBB+ | A1 | 03/28/23 | 03/30/23 | 423,396.00 | 5.11 | 1,462.50 | 433,595.39 | 429,856.20 |
| CATERPILLAR FINL SERVICE CORPORATE NOTES DTD 05/15/2023 4.350% 05/15/2026 | 14913UAA8 | 800,000.00 | A | A2 | 05/08/23 | 05/15/23 | 799,624.00 | 4.37 | 1,546.67 | 799,755.39 | 788,581.60 |
| TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 05/18/2023 4.450% 05/18/2026 | 89236TKT1 | 250,000.00 | A+ | A1 | 05/16/23 | 05/18/23 | 250,097.50 | 4.44 | 401.74 | 250,063.70 | 246,356.50 |
| AMERICAN HONDA FINANCE CORPORATE NOTES DTD 07/07/2023 5.250% 07/07/2026 | 02665WEK3 | 100,000.00 | A- | A3 | 07/21/23 | 07/25/23 | 100,504.00 | 5.06 | 2,100.00 | 100,358.13 | 100,008.30 |
| AMERICAN HONDA FINANCE CORPORATE NOTES DTD 07/07/2023 5.250% 07/07/2026 | 02665WEK3 | 140,000.00 | A- | A3 | 07/06/23 | 07/10/23 | 139,102.60 | 5.49 | 2,940.00 | 139,371.08 | 140,011.62 |
| AMERICAN HONDA FINANCE CORPORATE NOTES DTD 07/07/2023 5.250% 07/07/2026 | 02665WEK3 | 185,000.00 | A- | A3 | 07/05/23 | 07/07/23 | 184,772.45 | 5.29 | 3,885.00 | 184,840.96 | 185,015.36 |
| BANK OF NEW YORK MELLON CORP NOTES (CALL) DTD 07/26/2022 4.414% 07/24/2026 | 06406RBJ5 | 165,000.00 | A | A1 | 07/19/22 | 07/26/22 | 165,000.00 | 4.41 | 2,569.32 | 165,000.00 | 162,768.05 |



Managed Account Detail of Securities Held

For the Month Ending **May 31, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

| Security Type/Description | Dated Date/Coupon/Maturity | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|-------------------------------------------|-----------------------------------|--------------|------------|-----------------------|-----------------------|-------------------|--------------------|----------------------|--------------------|-------------------------|-----------------------|---------------------|
| Corporate Note | | | | | | | | | | | | |
| BANK OF NEW YORK MELLON CORP NOTES (CALL) | 07/26/2022 4.414% 07/24/2026 | 06406RBJ5 | 360,000.00 | A | A1 | 07/20/22 | 07/26/22 | 361,173.60 | 4.32 | 5,605.78 | 360,448.41 | 355,130.28 |
| TRUIST FIN CORP NOTES (CALLABLE) | 07/28/2022 4.260% 07/28/2026 | 89788MAH5 | 140,000.00 | A- | Baa1 | 07/25/22 | 07/28/22 | 140,000.00 | 4.26 | 2,037.70 | 140,000.00 | 137,670.54 |
| TRUIST FIN CORP NOTES (CALLABLE) | 07/28/2022 4.260% 07/28/2026 | 89788MAH5 | 175,000.00 | A- | Baa1 | 07/26/22 | 07/28/22 | 175,175.00 | 4.23 | 2,547.13 | 175,067.38 | 172,088.18 |
| STATE STREET CORP NOTES (CALLABLE) | 08/03/2023 5.272% 08/03/2026 | 857477CD3 | 300,000.00 | A | A1 | 07/31/23 | 08/03/23 | 300,000.00 | 5.27 | 5,184.13 | 300,000.00 | 299,877.60 |
| MERCEDES-BENZ FIN NA CORPORATE NOTES | 08/03/2023 5.200% 08/03/2026 | 58769JAK3 | 450,000.00 | A | A2 | 08/21/23 | 08/23/23 | 447,250.50 | 5.43 | 7,670.00 | 447,973.65 | 449,407.35 |
| PACCAR FINANCIAL CORP CORPORATE NOTES | 08/10/2023 5.050% 08/10/2026 | 69371RS56 | 325,000.00 | A+ | A1 | 08/03/23 | 08/10/23 | 324,837.50 | 5.07 | 5,060.52 | 324,881.39 | 324,090.00 |
| BANK OF AMERICA NA CORPORATE NOTES | 08/18/2023 5.526% 08/18/2026 | 06428CAA2 | 550,000.00 | A+ | Aa1 | 08/14/23 | 08/18/23 | 550,000.00 | 5.53 | 8,695.78 | 550,000.00 | 553,307.70 |
| HOME DEPOT INC CORPORATE NOTES | 12/04/2023 4.950% 09/30/2026 | 437076CV2 | 235,000.00 | A | A2 | 11/27/23 | 12/04/23 | 234,485.35 | 5.03 | 1,971.06 | 234,570.09 | 234,478.30 |
| STATE STREET CORP NOTES (CALLABLE) | 11/04/2022 5.751% 11/04/2026 | 857477BX0 | 425,000.00 | A | A1 | 11/03/22 | 11/07/22 | 424,409.25 | 5.79 | 1,833.13 | 424,641.01 | 426,608.63 |
| ROCHE HOLDINGS INC CORP NOTE (CALLABLE) | 11/13/2023 5.265% 11/13/2026 | 771196CE0 | 675,000.00 | AA | Aa2 | 11/22/23 | 11/27/23 | 678,118.50 | 5.10 | 1,776.94 | 677,594.84 | 676,665.23 |
| GOLDMAN SACHS GROUP INC CORP NOTES (CALL) | 11/16/2016 3.500% 11/16/2026 | 38145GAH3 | 450,000.00 | BBB+ | A2 | 08/07/23 | 08/09/23 | 424,597.50 | 5.40 | 656.25 | 430,910.92 | 430,085.25 |
| WELLS FARGO CORP NOTES (CALLABLE) | 12/11/2023 5.254% 12/11/2026 | 94988J6F9 | 825,000.00 | A+ | Aa2 | 12/04/23 | 12/11/23 | 825,000.00 | 5.25 | 20,468.71 | 825,000.00 | 824,314.43 |



Managed Account Detail of Securities Held

For the Month Ending **May 31, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

| Security Type/Description | S&P | Moody's | Trade | Settle | Original | YTM | Accrued | Amortized | Market | | |
|---------------------------------------------------------------------------------|----------------|----------------|---------------|---------------|-----------------|-------------|----------------|------------------|---------------|------------|------------|
| Dated Date/Coupon/Maturity | Par | Rating | Rating | Date | Date | Cost | at Cost | Cost | Value | | |
| CUSIP | | | | | | | | | | | |
| Corporate Note | | | | | | | | | | | |
| MERCEDES-BENZ FIN NA CORPORATE NOTES DTD 01/11/2024 4.800% 01/11/2027 | 58769JAO0 | 375,000.00 | A | A2 | 01/08/24 | 01/11/24 | 374,617.50 | 4.84 | 7,000.00 | 374,664.19 | 372,331.13 |
| AUST & NZ BANKING GRP NY BONDS DTD 01/18/2024 4.750% 01/18/2027 | 05253JAZ4 | 375,000.00 | AA- | Aa2 | 01/08/24 | 01/18/24 | 375,000.00 | 4.75 | 6,580.73 | 375,000.00 | 371,452.13 |
| TEXAS INSTRUMENTS CORP NOTES (CALLABLE) DTD 02/08/2024 4.600% 02/08/2027 | 882508CE2 | 485,000.00 | A+ | Aa3 | 02/05/24 | 02/08/24 | 484,689.60 | 4.62 | 7,002.86 | 484,720.05 | 481,634.10 |
| ELI LILLY & CO CORPORATE NOTES DTD 02/09/2024 4.500% 02/09/2027 | 532457CJ5 | 555,000.00 | A+ | A1 | 02/07/24 | 02/09/24 | 554,705.85 | 4.52 | 7,770.00 | 554,734.49 | 547,580.76 |
| BRISTOL-MYERS SQUIBB CORP NOTES (CALLABL DTD 02/22/2024 4.900% 02/22/2027 | 110122EE4 | 160,000.00 | A | A2 | 02/14/24 | 02/22/24 | 159,827.20 | 4.94 | 2,156.00 | 159,841.99 | 159,470.08 |
| ASTRAZENECA FINANCE LLC CORP NOTES (CALL DTD 02/26/2024 4.800% 02/26/2027 | 04636NAK9 | 405,000.00 | A | A2 | 02/21/24 | 02/26/24 | 404,319.60 | 4.86 | 5,130.00 | 404,375.56 | 402,609.29 |
| CISCO SYSTEMS INC CORPORATE NOTES (CALLA DTD 02/26/2024 4.800% 02/26/2027 | 17275RBQ4 | 670,000.00 | AA- | A1 | 02/21/24 | 02/26/24 | 669,129.00 | 4.85 | 8,486.67 | 669,200.65 | 667,470.75 |
| DEERE & COMPANY CAPITAL CORP NOTE DTD 03/07/2024 4.850% 03/05/2027 | 24422EXM6 | 275,000.00 | A | A1 | 03/05/24 | 03/07/24 | 275,176.00 | 4.83 | 3,112.08 | 275,163.15 | 273,836.48 |
| TOYOTA MOTOR CREDIT CORP CORPORATE NOTES DTD 03/21/2024 5.000% 03/19/2027 | 89236TLY9 | 100,000.00 | A+ | A1 | 03/18/24 | 03/21/24 | 99,879.00 | 5.04 | 972.22 | 99,886.37 | 99,764.70 |
| TOYOTA MOTOR CREDIT CORP CORPORATE NOTES DTD 03/21/2024 5.000% 03/19/2027 | 89236TLY9 | 125,000.00 | A+ | A1 | 03/19/24 | 03/21/24 | 125,110.00 | 4.97 | 1,215.28 | 125,103.30 | 124,705.88 |
| HORMEL FOODS CORP CORPORATE NOTES (CALLA DTD 03/08/2024 4.800% 03/30/2027 | 440452AK6 | 235,000.00 | A- | A1 | 03/05/24 | 03/08/24 | 234,772.05 | 4.83 | 2,600.66 | 234,788.16 | 233,338.32 |



Managed Account Detail of Securities Held

For the Month Ending **May 31, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

| Security Type/Description Dated Date/Coupon/Maturity | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|---------------------------------------------------------------------------------|--------------|----------------------|-----------------------|-----------------------|-------------------|--------------------|----------------------|--------------------|-------------------------|-----------------------|----------------------|
| Corporate Note | | | | | | | | | | | |
| BMW US CAPITAL LLC CORPORATE NOTES DTD 04/02/2024 4.900% 04/02/2027 | 05565ECH6 | 550,000.00 | A | A2 | 03/25/24 | 04/02/24 | 549,345.50 | 4.94 | 4,416.81 | 549,378.84 | 546,579.00 |
| ADOBE INC CORPORATE NOTES DTD 04/04/2024 4.850% 04/04/2027 | 00724PAE9 | 335,000.00 | A+ | A1 | 04/01/24 | 04/04/24 | 334,832.50 | 4.87 | 2,572.52 | 334,840.76 | 333,974.57 |
| NATIONAL RURAL UTIL CORP NOTES (CALLABLE DTD 05/10/2024 5.100% 05/06/2027 | 63743HFR8 | 80,000.00 | A- | A2 | 05/08/24 | 05/10/24 | 79,985.60 | 5.11 | 238.00 | 79,985.89 | 79,851.68 |
| NATIONAL RURAL UTIL CORP NOTES (CALLABLE DTD 05/10/2024 5.100% 05/06/2027 | 63743HFR8 | 245,000.00 | A- | A2 | 05/07/24 | 05/10/24 | 244,848.10 | 5.12 | 728.88 | 244,851.16 | 244,545.77 |
| PACCAR FINANCIAL CORP CORPORATE NOTES DTD 05/13/2024 5.000% 05/13/2027 | 69371RT22 | 275,000.00 | A+ | A1 | 05/06/24 | 05/13/24 | 274,788.25 | 5.03 | 687.50 | 274,791.92 | 275,721.88 |
| GOLDMAN SACHS BANK USA CORPORATE NOTES (DTD 05/21/2024 5.414% 05/21/2027 | 38151LAG5 | 45,000.00 | A+ | A1 | 05/17/24 | 05/21/24 | 44,953.65 | 5.45 | 67.68 | 44,954.12 | 44,913.91 |
| GOLDMAN SACHS BANK USA CORPORATE NOTES (DTD 05/21/2024 5.414% 05/21/2027 | 38151LAG5 | 355,000.00 | A+ | A1 | 05/15/24 | 05/21/24 | 355,000.00 | 5.41 | 533.88 | 355,000.00 | 354,320.89 |
| BP CAP MARKETS AMERICA CORPORATE NOTES (DTD 05/17/2024 5.017% 11/17/2027 | 10373QBY5 | 600,000.00 | A- | A1 | 05/15/24 | 05/17/24 | 600,000.00 | 5.02 | 1,170.63 | 600,000.00 | 598,066.20 |
| Security Type Sub-Total | | 26,380,000.00 | | | | | 26,326,963.75 | 4.42 | 295,756.25 | 26,331,995.19 | 26,108,957.64 |
| Certificate of Deposit | | | | | | | | | | | |
| TORONTO DOMINION BANK NY CERT DEPOS DTD 10/31/2022 5.600% 10/27/2025 | 89115B6K1 | 1,050,000.00 | A | A1 | 10/27/22 | 10/31/22 | 1,050,000.00 | 5.58 | 35,933.33 | 1,050,000.00 | 1,052,084.45 |
| NORDEA BANK ABP NEW YORK CERT DEPOS DTD 11/03/2022 5.530% 11/03/2025 | 65558UYF3 | 1,050,000.00 | AA- | Aa3 | 11/02/22 | 11/03/22 | 1,050,000.00 | 5.53 | 4,516.17 | 1,050,000.00 | 1,051,727.25 |



Managed Account Detail of Securities Held

For the Month Ending **May 31, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

| Security Type/Description Dated Date/Coupon/Maturity | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|---------------------------------------------------------------------------------|--------------|---------------------|-----------------------|-----------------------|-------------------|--------------------|----------------------|--------------------|-------------------------|-----------------------|---------------------|
| Certificate of Deposit | | | | | | | | | | | |
| COOPERAT RABOBANK UA/NY CERT DEPOS DTD 07/20/2023 5.080% 07/17/2026 | 21684LGS5 | 1,050,000.00 | A+ | Aa2 | 07/17/23 | 07/20/23 | 1,050,000.00 | 5.08 | 19,854.33 | 1,050,000.00 | 1,047,399.15 |
| CREDIT AGRICOLE CIB NY CERT DEPOS DTD 02/05/2024 4.760% 02/01/2027 | 22536DWD6 | 825,000.00 | A+ | Aa3 | 02/01/24 | 02/05/24 | 825,000.00 | 4.76 | 12,762.75 | 825,000.00 | 824,589.48 |
| Security Type Sub-Total | | 3,975,000.00 | | | | | 3,975,000.00 | 5.27 | 73,066.58 | 3,975,000.00 | 3,975,800.33 |
| Bank Note | | | | | | | | | | | |
| PNC BANK NA CORP NOTE (CALLABLE) DTD 06/01/2015 3.250% 06/01/2025 | 69353REQ7 | 425,000.00 | A | A2 | 08/09/22 | 08/11/22 | 417,775.00 | 3.89 | 6,906.25 | 422,427.20 | 415,691.65 |
| MORGAN STANLEY BANK NA BANK NOTES (CALLA DTD 05/30/2024 5.504% 05/26/2028 | 61690U8B9 | 270,000.00 | A+ | Aa3 | 05/29/24 | 05/30/24 | 270,256.50 | 5.48 | 41.28 | 270,256.03 | 271,243.35 |
| MORGAN STANLEY BANK NA BANK NOTES (CALLA DTD 05/30/2024 5.504% 05/26/2028 | 61690U8B9 | 280,000.00 | A+ | Aa3 | 05/28/24 | 05/30/24 | 280,000.00 | 5.50 | 42.81 | 280,000.00 | 281,289.40 |
| Security Type Sub-Total | | 975,000.00 | | | | | 968,031.50 | 4.81 | 6,990.34 | 972,683.23 | 968,224.40 |
| Asset-Backed Security | | | | | | | | | | | |
| VWALT 2022-A A3 DTD 06/14/2022 3.440% 07/21/2025 | 92868AAC9 | 71,052.89 | NR | Aaa | 06/07/22 | 06/14/22 | 71,047.24 | 3.44 | 74.68 | 71,050.82 | 70,826.61 |
| KCOT 2021-1A A3 DTD 04/14/2021 0.620% 08/15/2025 | 50117TAC5 | 44,602.96 | NR | Aaa | 04/06/21 | 04/14/21 | 44,593.83 | 0.62 | 12.29 | 44,600.42 | 44,189.01 |
| HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025 | 44933LAC7 | 14,617.88 | AAA | NR | 04/20/21 | 04/28/21 | 14,616.34 | 0.38 | 2.47 | 14,617.43 | 14,554.23 |
| KCOT 2021-2A A3 DTD 07/28/2021 0.560% 11/17/2025 | 50117XAE2 | 133,900.62 | NR | Aaa | 07/20/21 | 07/28/21 | 133,895.57 | 0.56 | 33.33 | 133,898.91 | 131,517.07 |
| HAROT 2021-4 A3 DTD 11/24/2021 0.880% 01/21/2026 | 43815GAC3 | 120,530.50 | NR | Aaa | 11/16/21 | 11/24/21 | 120,505.08 | 0.89 | 29.46 | 120,520.48 | 117,912.65 |



Managed Account Detail of Securities Held

For the Month Ending **May 31, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

| Security Type/Description Dated Date/Coupon/Maturity | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|-----------------------------------------------------------------------|--------------|------------|-----------------------|-----------------------|-------------------|--------------------|----------------------|--------------------|-------------------------|-----------------------|---------------------|
| Asset-Backed Security | | | | | | | | | | | |
| CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026 | 14314QAC8 | 46,223.86 | AAA | NR | 04/13/21 | 04/21/21 | 46,213.90 | 0.52 | 10.68 | 46,220.32 | 45,647.25 |
| HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026 | 44935FAD6 | 89,836.01 | AAA | NR | 11/09/21 | 11/17/21 | 89,815.96 | 0.75 | 29.55 | 89,827.29 | 87,930.24 |
| FORDO 2022-A A3 DTD 01/24/2022 1.290% 06/15/2026 | 345286AC2 | 127,214.93 | AAA | NR | 01/19/22 | 01/24/22 | 127,199.81 | 1.29 | 72.94 | 127,207.91 | 124,448.68 |
| CARMX 2021-3 A3 DTD 07/28/2021 0.550% 06/15/2026 | 14317DAC4 | 172,015.57 | AAA | Aaa | 07/21/21 | 07/28/21 | 171,987.27 | 0.55 | 42.05 | 172,003.76 | 168,074.59 |
| BMWOT 2022-A A3 DTD 05/18/2022 3.210% 08/25/2026 | 05602RAD3 | 200,369.00 | AAA | Aaa | 05/10/22 | 05/18/22 | 200,358.58 | 3.21 | 107.20 | 200,363.56 | 197,312.93 |
| COPAR 2021-1 A3 DTD 10/27/2021 0.770% 09/15/2026 | 14044CAC6 | 133,682.18 | AAA | Aaa | 10/19/21 | 10/27/21 | 133,679.65 | 0.77 | 45.75 | 133,680.99 | 130,237.56 |
| TAOT 2022-B A3 DTD 04/13/2022 2.930% 09/15/2026 | 89238FAD5 | 215,129.01 | AAA | Aaa | 04/07/22 | 04/13/22 | 215,123.97 | 2.93 | 280.15 | 215,126.40 | 211,533.77 |
| DCENT 2021-A1 A1 DTD 09/27/2021 0.580% 09/15/2026 | 254683CP8 | 265,000.00 | AAA | Aaa | 09/20/21 | 09/27/21 | 264,943.26 | 0.58 | 68.31 | 264,973.85 | 261,141.44 |
| GMCAR 2021-4 A3 DTD 10/21/2021 0.680% 09/16/2026 | 362554AC1 | 86,148.91 | AAA | Aaa | 10/13/21 | 10/21/21 | 86,146.71 | 0.68 | 24.41 | 86,147.88 | 83,973.41 |
| WOART 2021-D A3 DTD 11/03/2021 0.810% 10/15/2026 | 98163KAC6 | 153,581.99 | AAA | NR | 10/26/21 | 11/03/21 | 153,561.07 | 0.81 | 55.29 | 153,571.96 | 150,109.06 |
| HART 2022-A A3 DTD 03/16/2022 2.220% 10/15/2026 | 448977AD0 | 188,432.32 | AAA | NR | 03/09/22 | 03/16/22 | 188,425.06 | 2.22 | 185.92 | 188,428.56 | 184,810.12 |
| KCOT 2022-1A A3 DTD 03/23/2022 2.670% 10/15/2026 | 50117EAC8 | 451,943.26 | NR | Aaa | 03/15/22 | 03/23/22 | 451,878.64 | 2.67 | 536.31 | 451,909.69 | 442,321.61 |
| ALLYA 2022-1 A3 DTD 05/18/2022 3.310% 11/15/2026 | 02008JAC0 | 351,165.72 | AAA | Aaa | 05/10/22 | 05/18/22 | 351,097.74 | 3.31 | 516.60 | 351,128.58 | 346,718.10 |
| COMET 2021-A3 A3 DTD 11/30/2021 1.040% 11/15/2026 | 14041NFY2 | 500,000.00 | AAA | NR | 11/18/21 | 11/30/21 | 499,931.10 | 1.04 | 231.11 | 499,965.87 | 489,861.40 |



Managed Account Detail of Securities Held

For the Month Ending **May 31, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

| Security Type/Description Dated Date/Coupon/Maturity | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|-----------------------------------------------------------------------|--------------|------------|-----------------------|-----------------------|-------------------|--------------------|----------------------|--------------------|-------------------------|-----------------------|---------------------|
| Asset-Backed Security | | | | | | | | | | | |
| GMCAR 2022-1 A3 DTD 01/19/2022 1.260% 11/16/2026 | 380146AC4 | 126,108.52 | AAA | NR | 01/11/22 | 01/19/22 | 126,097.56 | 1.26 | 66.21 | 126,102.93 | 123,086.99 |
| KCOT 2022-2A A3 DTD 07/21/2022 4.090% 12/15/2026 | 50117JAC7 | 670,000.00 | NR | Aaa | 07/14/22 | 07/21/22 | 669,877.19 | 4.09 | 1,217.91 | 669,929.20 | 660,676.01 |
| CHAIT 2024-A1 A DTD 01/31/2024 4.600% 01/15/2027 | 161571HV9 | 715,000.00 | AAA | NR | 01/24/24 | 01/31/24 | 714,891.11 | 4.61 | 1,461.78 | 714,902.75 | 705,449.89 |
| HDMOT 2022-A A3 DTD 04/20/2022 3.060% 02/15/2027 | 41284YAD8 | 305,578.76 | AAA | Aaa | 04/12/22 | 04/20/22 | 305,527.88 | 3.06 | 415.59 | 305,550.20 | 301,034.77 |
| GMCAR 2022-2 A3 DTD 04/13/2022 3.100% 02/16/2027 | 362585AC5 | 196,670.62 | AAA | Aaa | 04/05/22 | 04/13/22 | 196,629.53 | 3.10 | 254.03 | 196,647.64 | 193,368.66 |
| CARMX 2022-2 A3 DTD 04/28/2022 3.490% 02/16/2027 | 14317HAC5 | 284,728.12 | AAA | Aaa | 04/21/22 | 04/28/22 | 284,684.80 | 3.49 | 441.64 | 284,703.68 | 280,472.60 |
| COMET 2022-A1 A1 DTD 03/30/2022 2.800% 03/15/2027 | 14041NFZ9 | 500,000.00 | AAA | NR | 03/23/22 | 03/30/22 | 499,962.30 | 2.80 | 622.22 | 499,978.83 | 489,449.95 |
| TAOT 2022-C A3 DTD 08/16/2022 3.760% 04/15/2027 | 89231CAD9 | 225,000.00 | AAA | NR | 08/08/22 | 08/16/22 | 224,962.40 | 3.76 | 376.00 | 224,976.86 | 221,409.61 |
| CARMX 2022-3 A3 DTD 07/20/2022 3.970% 04/15/2027 | 14318MAD1 | 550,438.63 | AAA | NR | 07/12/22 | 07/20/22 | 550,425.64 | 3.97 | 971.22 | 550,430.76 | 543,546.42 |
| GMCAR 2022-3 A3 DTD 07/13/2022 3.640% 04/16/2027 | 36265WAD5 | 340,000.00 | NR | Aaa | 07/06/22 | 07/13/22 | 339,997.65 | 3.64 | 515.67 | 339,998.58 | 334,899.63 |
| COMET 2022-A2 A DTD 06/14/2022 3.490% 05/15/2027 | 14041NGA3 | 740,000.00 | AAA | NR | 06/06/22 | 06/14/22 | 739,881.75 | 3.49 | 1,147.82 | 739,929.02 | 725,868.74 |
| NAROT 2022-B A3 DTD 09/28/2022 4.460% 05/17/2027 | 65480JAC4 | 495,000.00 | AAA | Aaa | 09/20/22 | 09/28/22 | 494,897.58 | 4.46 | 981.20 | 494,934.63 | 489,740.63 |
| DCENT 2022-A2 A DTD 05/26/2022 3.320% 05/17/2027 | 254683CS2 | 570,000.00 | NR | Aaa | 05/19/22 | 05/26/22 | 569,953.66 | 3.32 | 841.07 | 569,972.46 | 558,597.83 |
| AMXCA 2022-2 A DTD 05/24/2022 3.390% 05/17/2027 | 02582JJT8 | 815,000.00 | AAA | NR | 05/17/22 | 05/24/22 | 814,819.72 | 3.39 | 1,227.93 | 814,892.96 | 798,826.57 |



Managed Account Detail of Securities Held

For the Month Ending **May 31, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

| Security Type/Description Dated Date/Coupon/Maturity | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|-----------------------------------------------------------------------|--------------|------------|-----------------------|-----------------------|-------------------|--------------------|----------------------|--------------------|-------------------------|-----------------------|---------------------|
| Asset-Backed Security | | | | | | | | | | | |
| ALLYA 2022-2 A3 DTD 10/12/2022 4.760% 05/17/2027 | 02008MAC3 | 945,000.00 | AAA | Aaa | 10/04/22 | 10/12/22 | 944,988.28 | 4.76 | 1,999.20 | 944,992.46 | 939,235.97 |
| KCOT 2023-1A A3 DTD 03/31/2023 5.020% 06/15/2027 | 50117KAC4 | 365,000.00 | NR | Aaa | 03/28/23 | 03/31/23 | 364,942.88 | 5.02 | 814.36 | 364,958.79 | 362,310.61 |
| HART 2022-C A3 DTD 11/09/2022 5.390% 06/15/2027 | 44933DAD3 | 720,000.00 | AAA | NR | 11/01/22 | 11/09/22 | 719,996.54 | 5.39 | 1,724.80 | 719,997.71 | 718,953.84 |
| DCENT 2022-A3 A3 DTD 08/09/2022 3.560% 07/15/2027 | 254683CW3 | 665,000.00 | AAA | Aaa | 08/02/22 | 08/09/22 | 664,917.47 | 3.56 | 1,052.18 | 664,947.81 | 651,450.76 |
| CARMX 2022-4 A3 DTD 10/31/2022 5.340% 08/16/2027 | 14318UAD3 | 670,000.00 | AAA | NR | 10/26/22 | 10/31/22 | 669,842.89 | 5.35 | 1,590.13 | 669,894.87 | 667,693.99 |
| MBART 2022-1 A3 DTD 11/22/2022 5.210% 08/16/2027 | 58768PAC8 | 865,000.00 | AAA | Aaa | 11/15/22 | 11/22/22 | 864,828.90 | 5.21 | 2,002.96 | 864,884.05 | 862,174.48 |
| TAOT 2022-D A3 DTD 11/08/2022 5.300% 09/15/2027 | 89239HAD0 | 240,000.00 | NR | Aaa | 11/01/22 | 11/08/22 | 239,976.31 | 5.30 | 565.33 | 239,983.94 | 239,622.89 |
| TAOT 2023-A A3 DTD 01/30/2023 4.630% 09/15/2027 | 891940AC2 | 340,000.00 | AAA | NR | 01/24/23 | 01/30/23 | 339,999.83 | 4.63 | 699.64 | 339,999.88 | 336,442.51 |
| AMXCA 2022-4 A DTD 11/03/2022 4.950% 10/15/2027 | 02582JJX9 | 270,000.00 | AAA | NR | 10/27/22 | 11/03/22 | 269,986.61 | 4.95 | 594.00 | 269,990.88 | 268,312.58 |
| HAROT 2023-2 A3 DTD 05/30/2023 4.930% 11/15/2027 | 437927AC0 | 350,000.00 | AAA | Aaa | 05/23/23 | 05/30/23 | 349,943.30 | 4.93 | 766.89 | 349,956.10 | 346,885.77 |
| NAROT 2023-A A3 DTD 04/26/2023 4.910% 11/15/2027 | 65480WAD3 | 500,000.00 | NR | Aaa | 04/18/23 | 04/26/23 | 499,911.65 | 4.91 | 1,091.11 | 499,932.99 | 496,616.50 |
| HDMOT 2023-A A3 DTD 02/23/2023 5.050% 12/15/2027 | 41285JAD0 | 360,000.00 | NR | Aaa | 02/13/23 | 02/23/23 | 359,963.75 | 5.05 | 808.00 | 359,973.33 | 357,873.08 |
| FORDO 2023-A A3 DTD 03/31/2023 4.650% 02/15/2028 | 344928AD8 | 275,000.00 | AAA | NR | 03/28/23 | 03/31/23 | 274,971.32 | 4.65 | 568.33 | 274,978.21 | 272,218.32 |
| TAOT 2023-B A3 DTD 05/23/2023 4.710% 02/15/2028 | 891941AD8 | 420,000.00 | NR | Aaa | 05/16/23 | 05/23/23 | 419,976.52 | 4.71 | 879.20 | 419,981.61 | 414,672.64 |



Managed Account Detail of Securities Held

For the Month Ending **May 31, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

| Security Type/Description | Dated Date/Coupon/Maturity | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|------------------------------------------------------|-----------------------------------|--------------|----------------------|-----------------------|-----------------------|-------------------|--------------------|----------------------|--------------------|-------------------------|-----------------------|----------------------|
| Asset-Backed Security | | | | | | | | | | | | |
| GMCAR 2023-2 A3 DTD 04/12/2023 4.470% 02/16/2028 | | 362583AD8 | 295,000.00 | AAA | Aaa | 04/04/23 | 04/12/23 | 294,991.89 | 4.47 | 549.44 | 294,993.80 | 291,352.47 |
| BMWOT 2023-A A3 DTD 07/18/2023 5.470% 02/25/2028 | | 05592XAD2 | 185,000.00 | AAA | NR | 07/11/23 | 07/18/23 | 184,967.22 | 5.47 | 168.66 | 184,973.43 | 185,081.70 |
| DCENT 2023-A1 A DTD 04/11/2023 4.310% 03/15/2028 | | 254683CY9 | 670,000.00 | NR | Aaa | 04/04/23 | 04/11/23 | 669,961.14 | 4.31 | 1,283.42 | 669,970.14 | 658,451.75 |
| HART 2023-B A3 DTD 07/19/2023 5.480% 04/17/2028 | | 44933XAD9 | 170,000.00 | AAA | NR | 07/11/23 | 07/19/23 | 169,992.62 | 5.48 | 414.04 | 169,993.97 | 170,227.53 |
| BACCT 2023-A1 A1 DTD 06/16/2023 4.790% 05/15/2028 | | 05522RDG0 | 270,000.00 | AAA | NR | 06/08/23 | 06/16/23 | 269,938.87 | 4.79 | 574.80 | 269,950.82 | 267,670.17 |
| AMXCA 2023-1 A DTD 06/14/2023 4.870% 05/15/2028 | | 02582JJZ4 | 300,000.00 | AAA | NR | 06/07/23 | 06/14/23 | 299,973.39 | 4.87 | 649.33 | 299,978.62 | 298,291.23 |
| FORDO 2023-B A3 DTD 06/26/2023 5.230% 05/15/2028 | | 344930AD4 | 310,000.00 | AAA | NR | 06/21/23 | 06/26/23 | 309,995.82 | 5.23 | 720.58 | 309,996.62 | 309,235.04 |
| GMCAR 2023-3 A3 DTD 07/19/2023 5.450% 06/16/2028 | | 36267KAD9 | 165,000.00 | AAA | Aaa | 07/11/23 | 07/19/23 | 164,993.63 | 5.45 | 374.69 | 164,994.76 | 165,195.56 |
| FITAT 2023-1 A3 DTD 08/23/2023 5.530% 08/15/2028 | | 31680EAD3 | 560,000.00 | AAA | Aaa | 08/15/23 | 08/23/23 | 559,965.28 | 5.53 | 1,376.36 | 559,970.68 | 559,604.36 |
| CHAIT 2023-A1 A DTD 09/15/2023 5.160% 09/15/2028 | | 161571HT4 | 865,000.00 | AAA | NR | 09/07/23 | 09/15/23 | 864,760.22 | 5.17 | 1,983.73 | 864,790.72 | 863,009.38 |
| BAAT 2024-1A A3 DTD 05/22/2024 5.350% 11/15/2028 | | 09709AAC6 | 120,000.00 | NR | Aaa | 05/14/24 | 05/22/24 | 119,980.46 | 5.35 | 160.50 | 119,980.58 | 120,270.29 |
| FORDO 2024-A A3 DTD 03/19/2024 5.090% 12/15/2028 | | 34535EAD4 | 390,000.00 | NR | Aaa | 03/14/24 | 03/19/24 | 389,934.44 | 5.09 | 882.27 | 389,936.92 | 387,409.07 |
| HUNT 2024-1A A3 DTD 02/22/2024 5.230% 01/16/2029 | | 446144AE7 | 320,000.00 | AAA | Aaa | 02/13/24 | 02/22/24 | 319,988.10 | 5.23 | 743.82 | 319,988.69 | 318,865.66 |
| Security Type Sub-Total | | | 21,503,972.26 | | | | | 21,501,318.88 | 4.06 | 37,936.56 | 21,502,187.56 | 21,258,676.18 |



Managed Account Detail of Securities Held

For the Month Ending **May 31, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

| Security Type/Description Dated Date/Coupon/Maturity | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|---------------------------------------------------------|-------|-------------------------|---------------|-------------------|---------------|----------------|-------------------------|----------------|---------------------|-------------------------|-------------------------|
| Managed Account Sub-Total | | 112,104,557.99 | | | | | 111,490,617.69 | 4.32 | 966,167.22 | 111,678,755.75 | 110,560,668.89 |
| Joint Powers Authority | | | | | | | | | | | |
| CAMP Pool | | 23,772.43 | AAAm | NR | | | 23,772.43 | | 0.00 | 23,772.43 | 23,772.43 |
| Liquid Sub-Total | | 23,772.43 | | | | | 23,772.43 | | 0.00 | 23,772.43 | 23,772.43 |
| Securities Sub-Total | | \$112,128,330.42 | | | | | \$111,514,390.12 | 4.32% | \$966,167.22 | \$111,702,528.18 | \$110,584,441.32 |
| Accrued Interest | | | | | | | | | | | \$966,167.22 |
| Total Investments | | | | | | | | | | | \$111,550,608.54 |



Managed Account Security Transactions & Interest

For the Month Ending **May 31, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

| Transaction Type | | Security Description | CUSIP | Par | Principal Proceeds | Accrued Interest | Total | Realized G/L Cost | Realized G/L Amort Cost | Sale Method |
|-----------------------------------|----------|--------------------------------------------------------------------------------|-----------|---------------------|-----------------------|-------------------|-----------------------|-------------------|-------------------------|-------------|
| Trade | Settle | | | | | | | | | |
| BUY | | | | | | | | | | |
| 05/06/24 | 05/13/24 | PACCAR FINANCIAL CORP CORPORATE NOTES DTD 05/13/2024 5.000% 05/13/2027 | 69371RT22 | 275,000.00 | (274,788.25) | 0.00 | (274,788.25) | | | |
| 05/07/24 | 05/10/24 | NATIONAL RURAL UTIL CORP NOTES (CALLABLE) DTD 05/10/2024 5.100% 05/06/2027 | 63743HFR8 | 245,000.00 | (244,848.10) | 0.00 | (244,848.10) | | | |
| 05/08/24 | 05/10/24 | NATIONAL RURAL UTIL CORP NOTES (CALLABLE) DTD 05/10/2024 5.100% 05/06/2027 | 63743HFR8 | 80,000.00 | (79,985.60) | 0.00 | (79,985.60) | | | |
| 05/09/24 | 05/10/24 | US TREASURY N/B NOTES DTD 04/15/2024 4.500% 04/15/2027 | 91282CKJ9 | 2,710,000.00 | (2,698,143.75) | (8,329.92) | (2,706,473.67) | | | |
| 05/14/24 | 05/22/24 | BAAT 2024-1A A3 DTD 05/22/2024 5.350% 11/15/2028 | 09709AAC6 | 120,000.00 | (119,980.46) | 0.00 | (119,980.46) | | | |
| 05/15/24 | 05/17/24 | BP CAP MARKETS AMERICA CORPORATE NOTES () DTD 05/17/2024 5.017% 11/17/2027 | 10373QBY5 | 600,000.00 | (600,000.00) | 0.00 | (600,000.00) | | | |
| 05/15/24 | 05/21/24 | GOLDMAN SACHS BANK USA CORPORATE NOTES () DTD 05/21/2024 5.414% 05/21/2027 | 38151LAG5 | 355,000.00 | (355,000.00) | 0.00 | (355,000.00) | | | |
| 05/17/24 | 05/21/24 | GOLDMAN SACHS BANK USA CORPORATE NOTES () DTD 05/21/2024 5.414% 05/21/2027 | 38151LAG5 | 45,000.00 | (44,953.65) | 0.00 | (44,953.65) | | | |
| 05/28/24 | 05/30/24 | MORGAN STANLEY BANK NA BANK NOTES (CALLA) DTD 05/30/2024 5.504% 05/26/2028 | 61690U8B9 | 280,000.00 | (280,000.00) | 0.00 | (280,000.00) | | | |
| 05/29/24 | 05/30/24 | MORGAN STANLEY BANK NA BANK NOTES (CALLA) DTD 05/30/2024 5.504% 05/26/2028 | 61690U8B9 | 270,000.00 | (270,256.50) | 0.00 | (270,256.50) | | | |
| Transaction Type Sub-Total | | | | 4,980,000.00 | (4,967,956.31) | (8,329.92) | (4,976,286.23) | | | |
| INTEREST | | | | | | | | | | |
| 05/01/24 | 05/01/24 | USAA CAPITAL CORP CORPORATE NOTES DTD 05/26/2022 3.375% 05/01/2025 | 90327OD89 | 525,000.00 | 0.00 | 8,859.38 | 8,859.38 | | | |



Managed Account Security Transactions & Interest

For the Month Ending **May 31, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

| Transaction Type | | Security Description | CUSIP | Par | Principal Proceeds | Accrued Interest | Total | Realized G/L Cost | Realized G/L Amort Cost | Sale Method |
|------------------|----------|---------------------------------------------------------------------------------|-----------|--------------|--------------------|------------------|-----------|-------------------|-------------------------|-------------|
| Trade | Settle | | | | | | | | | |
| INTEREST | | | | | | | | | | |
| 05/01/24 | 05/01/24 | CINTAS CORPORATION NO. 2 CORP NOTE (CALL DTD 05/03/2022 3.450% 05/01/2025 | 17252MAP5 | 350,000.00 | 0.00 | 6,037.50 | 6,037.50 | | | |
| 05/01/24 | 05/25/24 | FHMS K062 A2 DTD 02/01/2017 3.413% 12/01/2026 | 3137BUX60 | 500,000.00 | 0.00 | 1,422.08 | 1,422.08 | | | |
| 05/01/24 | 05/25/24 | FHMS K061 A2 DTD 01/30/2017 3.347% 11/01/2026 | 3137BTUM1 | 495,368.05 | 0.00 | 1,381.66 | 1,381.66 | | | |
| 05/01/24 | 05/25/24 | FN BM4614 DTD 10/01/2018 3.000% 03/01/2033 | 3140J9DU2 | 194,103.59 | 0.00 | 485.26 | 485.26 | | | |
| 05/01/24 | 05/25/24 | FHMS K058 A2 DTD 11/09/2016 2.653% 08/01/2026 | 3137BSP72 | 855,000.00 | 0.00 | 1,890.26 | 1,890.26 | | | |
| 05/01/24 | 05/25/24 | FHLMC MULTIFAMILY STRUCTURED P DTD 07/01/2017 3.243% 04/01/2027 | 3137F1G44 | 575,000.00 | 0.00 | 1,553.94 | 1,553.94 | | | |
| 05/01/24 | 05/25/24 | FNA 2016-M12 A2 DTD 11/30/2016 2.443% 09/01/2026 | 3136AUKX8 | 639,413.35 | 0.00 | 1,301.99 | 1,301.99 | | | |
| 05/01/24 | 05/25/24 | FNA 2016-M3 A2 DTD 03/31/2016 2.702% 02/01/2026 | 3136ARTE8 | 277,093.74 | 0.00 | 623.92 | 623.92 | | | |
| 05/01/24 | 05/25/24 | FHLMC MULTIFAMILY STRUCTURED POOL DTD 02/01/2018 3.350% 09/01/2028 | 3137FETM2 | 439,376.57 | 0.00 | 2,385.05 | 2,385.05 | | | |
| 05/01/24 | 05/25/24 | FHMS KJ28 A2 DTD 02/27/2020 2.308% 10/01/2027 | 3137FREE7 | 562,177.05 | 0.00 | 1,081.25 | 1,081.25 | | | |
| 05/01/24 | 05/25/24 | FHMS K063 A2 DTD 03/01/2017 3.430% 01/01/2027 | 3137BVZ82 | 500,000.00 | 0.00 | 1,429.17 | 1,429.17 | | | |
| 05/01/24 | 05/25/24 | FHMS K054 A2 DTD 04/20/2016 2.745% 01/01/2026 | 3137BNGT5 | 1,125,000.00 | 0.00 | 2,573.44 | 2,573.44 | | | |
| 05/01/24 | 05/25/24 | FHMS K057 A2 DTD 09/28/2016 2.570% 07/01/2026 | 3137BRQJ7 | 1,150,000.00 | 0.00 | 2,462.92 | 2,462.92 | | | |
| 05/01/24 | 05/25/24 | FHMS K053 A2 DTD 03/29/2016 2.995% 12/01/2025 | 3137BN6G4 | 550,000.00 | 0.00 | 1,372.71 | 1,372.71 | | | |
| 05/03/24 | 05/03/24 | NORDEA BANK ABP NEW YORK CERT DEPOS DTD 11/03/2022 5.530% 11/03/2025 | 65558UYF3 | 1,050,000.00 | 0.00 | 29,032.50 | 29,032.50 | | | |



Managed Account Security Transactions & Interest

For the Month Ending **May 31, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

| Transaction Type | | Security Description | CUSIP | Par | Principal Proceeds | Accrued Interest | Total | Realized G/L Cost | Realized G/L Amort Cost | Sale Method |
|------------------|----------|---------------------------------------------------------------------------------|-----------|------------|--------------------|------------------|-----------|-------------------|-------------------------|-------------|
| Trade | Settle | | | | | | | | | |
| INTEREST | | | | | | | | | | |
| 05/04/24 | 05/04/24 | STATE STREET CORP NOTES (CALLABLE) DTD 11/04/2022 5.751% 11/04/2026 | 857477BX0 | 425,000.00 | 0.00 | 12,220.88 | 12,220.88 | | | |
| 05/13/24 | 05/13/24 | BRISTOL-MYERS SQUIBB CO CORPORATE NOTES DTD 11/13/2020 0.750% 11/13/2025 | 110122DN5 | 250,000.00 | 0.00 | 937.50 | 937.50 | | | |
| 05/13/24 | 05/13/24 | ROCHE HOLDINGS INC CORP NOTE (CALLABLE) DTD 11/13/2023 5.265% 11/13/2026 | 771196CE0 | 675,000.00 | 0.00 | 17,769.38 | 17,769.38 | | | |
| 05/15/24 | 05/15/24 | CATERPILLAR FINL SERVICE CORPORATE NOTES DTD 05/15/2023 4.350% 05/15/2026 | 14913UAA8 | 800,000.00 | 0.00 | 17,400.00 | 17,400.00 | | | |
| 05/15/24 | 05/15/24 | HART 2022-A A3 DTD 03/16/2022 2.220% 10/15/2026 | 448977AD0 | 204,114.77 | 0.00 | 377.61 | 377.61 | | | |
| 05/15/24 | 05/15/24 | CARMX 2022-2 A3 DTD 04/28/2022 3.490% 02/16/2027 | 14317HAC5 | 304,014.76 | 0.00 | 884.18 | 884.18 | | | |
| 05/15/24 | 05/15/24 | KCOT 2022-1A A3 DTD 03/23/2022 2.670% 10/15/2026 | 50117EAC8 | 479,398.61 | 0.00 | 1,066.66 | 1,066.66 | | | |
| 05/15/24 | 05/15/24 | ALLYA 2022-2 A3 DTD 10/12/2022 4.760% 05/17/2027 | 02008MAC3 | 945,000.00 | 0.00 | 3,748.50 | 3,748.50 | | | |
| 05/15/24 | 05/15/24 | CHAIT 2024-A1 A DTD 01/31/2024 4.600% 01/15/2027 | 161571HV9 | 715,000.00 | 0.00 | 2,740.83 | 2,740.83 | | | |
| 05/15/24 | 05/15/24 | MBART 2022-1 A3 DTD 11/22/2022 5.210% 08/16/2027 | 58768PAC8 | 865,000.00 | 0.00 | 3,755.54 | 3,755.54 | | | |
| 05/15/24 | 05/15/24 | TAOT 2023-A A3 DTD 01/30/2023 4.630% 09/15/2027 | 891940AC2 | 340,000.00 | 0.00 | 1,311.83 | 1,311.83 | | | |
| 05/15/24 | 05/15/24 | FORDO 2023-B A3 DTD 06/26/2023 5.230% 05/15/2028 | 344930AD4 | 310,000.00 | 0.00 | 1,351.08 | 1,351.08 | | | |
| 05/15/24 | 05/15/24 | TAOT 2023-B A3 DTD 05/23/2023 4.710% 02/15/2028 | 891941AD8 | 420,000.00 | 0.00 | 1,648.50 | 1,648.50 | | | |
| 05/15/24 | 05/15/24 | KCOT 2022-2A A3 DTD 07/21/2022 4.090% 12/15/2026 | 50117JAC7 | 670,000.00 | 0.00 | 2,283.58 | 2,283.58 | | | |
| 05/15/24 | 05/15/24 | CARMX 2022-4 A3 DTD 10/31/2022 5.340% 08/16/2027 | 14318UAD3 | 670,000.00 | 0.00 | 2,981.50 | 2,981.50 | | | |



Managed Account Security Transactions & Interest

For the Month Ending **May 31, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

| Transaction Type | | Security Description | CUSIP | Par | Principal Proceeds | Accrued Interest | Total | Realized G/L Cost | Realized G/L Amort Cost | Sale Method |
|------------------|----------|-------------------------------------------------------|-----------|--------------|--------------------|------------------|-----------|-------------------|-------------------------|-------------|
| Trade | Settle | | | | | | | | | |
| INTEREST | | | | | | | | | | |
| 05/15/24 | 05/15/24 | FORDO 2024-A A3 DTD 03/19/2024 5.090% 12/15/2028 | 34535EAD4 | 390,000.00 | 0.00 | 1,654.25 | 1,654.25 | | | |
| 05/15/24 | 05/15/24 | TAOT 2022-C A3 DTD 08/16/2022 3.760% 04/15/2027 | 89231CAD9 | 225,000.00 | 0.00 | 705.00 | 705.00 | | | |
| 05/15/24 | 05/15/24 | TAOT 2022-B A3 DTD 04/13/2022 2.930% 09/15/2026 | 89238FAD5 | 231,148.12 | 0.00 | 564.39 | 564.39 | | | |
| 05/15/24 | 05/15/24 | ALLYA 2022-1 A3 DTD 05/18/2022 3.310% 11/15/2026 | 02008JAC0 | 379,209.81 | 0.00 | 1,045.99 | 1,045.99 | | | |
| 05/15/24 | 05/15/24 | US TREASURY NOTES DTD 05/15/2023 3.625% 05/15/2026 | 91282CHB0 | 4,350,000.00 | 0.00 | 78,843.75 | 78,843.75 | | | |
| 05/15/24 | 05/15/24 | FORDO 2023-A A3 DTD 03/31/2023 4.650% 02/15/2028 | 344928AD8 | 275,000.00 | 0.00 | 1,065.63 | 1,065.63 | | | |
| 05/15/24 | 05/15/24 | DCENT 2022-A3 A3 DTD 08/09/2022 3.560% 07/15/2027 | 254683CW3 | 665,000.00 | 0.00 | 1,972.83 | 1,972.83 | | | |
| 05/15/24 | 05/15/24 | AMXCA 2023-1 A DTD 06/14/2023 4.870% 05/15/2028 | 02582JJZ4 | 300,000.00 | 0.00 | 1,217.50 | 1,217.50 | | | |
| 05/15/24 | 05/15/24 | KCOT 2021-1A A3 DTD 04/14/2021 0.620% 08/15/2025 | 50117TAC5 | 56,014.01 | 0.00 | 28.94 | 28.94 | | | |
| 05/15/24 | 05/15/24 | HART 2023-B A3 DTD 07/19/2023 5.480% 04/17/2028 | 44933XAD9 | 170,000.00 | 0.00 | 776.33 | 776.33 | | | |
| 05/15/24 | 05/15/24 | CARMX 2022-3 A3 DTD 07/20/2022 3.970% 04/15/2027 | 14318MAD1 | 565,000.00 | 0.00 | 1,869.21 | 1,869.21 | | | |
| 05/15/24 | 05/15/24 | CARMX 2021-3 A3 DTD 07/28/2021 0.550% 06/15/2026 | 14317DAC4 | 188,642.37 | 0.00 | 86.46 | 86.46 | | | |
| 05/15/24 | 05/15/24 | CHAIT 2023-A1 A DTD 09/15/2023 5.160% 09/15/2028 | 161571HT4 | 865,000.00 | 0.00 | 3,719.50 | 3,719.50 | | | |
| 05/15/24 | 05/15/24 | HAROT 2023-2 A3 DTD 05/30/2023 4.930% 11/15/2027 | 437927AC0 | 350,000.00 | 0.00 | 1,437.92 | 1,437.92 | | | |
| 05/15/24 | 05/15/24 | HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026 | 44935FAD6 | 100,386.23 | 0.00 | 61.90 | 61.90 | | | |
| 05/15/24 | 05/15/24 | KCOT 2023-1A A3 DTD 03/31/2023 5.020% 06/15/2027 | 50117KAC4 | 365,000.00 | 0.00 | 1,526.92 | 1,526.92 | | | |
| 05/15/24 | 05/15/24 | HART 2022-C A3 DTD 11/09/2022 5.390% 06/15/2027 | 44933DAD3 | 720,000.00 | 0.00 | 3,234.00 | 3,234.00 | | | |



Managed Account Security Transactions & Interest

For the Month Ending **May 31, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

| Transaction Type | | Security Description | CUSIP | Par | Principal Proceeds | Accrued Interest | Total | Realized G/L Cost | Realized G/L Amort Cost | Sale Method |
|------------------|----------|-----------------------------------------------------------|-----------|--------------|--------------------|------------------|------------|-------------------|-------------------------|-------------|
| Trade | Settle | | | | | | | | | |
| INTEREST | | | | | | | | | | |
| 05/15/24 | 05/15/24 | KCOT 2021-2A A3 DTD 07/28/2021 0.560% 11/17/2025 | 50117XAE2 | 152,318.39 | 0.00 | 71.08 | 71.08 | | | |
| 05/15/24 | 05/15/24 | BACCT 2023-A1 A1 DTD 06/16/2023 4.790% 05/15/2028 | 05522RDG0 | 270,000.00 | 0.00 | 1,077.75 | 1,077.75 | | | |
| 05/15/24 | 05/15/24 | US TREASURY NOTES DTD 11/15/2022 4.500% 11/15/2025 | 91282CFW6 | 2,000,000.00 | 0.00 | 45,000.00 | 45,000.00 | | | |
| 05/15/24 | 05/15/24 | COMET 2021-A3 A3 DTD 11/30/2021 1.040% 11/15/2026 | 14041NFY2 | 500,000.00 | 0.00 | 433.33 | 433.33 | | | |
| 05/15/24 | 05/15/24 | FORDO 2022-A A3 DTD 01/24/2022 1.290% 06/15/2026 | 345286AC2 | 140,032.04 | 0.00 | 150.53 | 150.53 | | | |
| 05/15/24 | 05/15/24 | HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025 | 44933LAC7 | 22,837.87 | 0.00 | 7.23 | 7.23 | | | |
| 05/15/24 | 05/15/24 | CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026 | 14314QAC8 | 54,601.51 | 0.00 | 23.66 | 23.66 | | | |
| 05/15/24 | 05/15/24 | NAROT 2023-A A3 DTD 04/26/2023 4.910% 11/15/2027 | 65480WAD3 | 500,000.00 | 0.00 | 2,045.83 | 2,045.83 | | | |
| 05/15/24 | 05/15/24 | TAOT 2022-D A3 DTD 11/08/2022 5.300% 09/15/2027 | 89239HAD0 | 240,000.00 | 0.00 | 1,060.00 | 1,060.00 | | | |
| 05/15/24 | 05/15/24 | AMXCA 2022-2 A DTD 05/24/2022 3.390% 05/17/2027 | 02582JJT8 | 815,000.00 | 0.00 | 2,302.38 | 2,302.38 | | | |
| 05/15/24 | 05/15/24 | DCENT 2022-A2 A DTD 05/26/2022 3.320% 05/17/2027 | 254683CS2 | 570,000.00 | 0.00 | 1,577.00 | 1,577.00 | | | |
| 05/15/24 | 05/15/24 | HDMOT 2023-A A3 DTD 02/23/2023 5.050% 12/15/2027 | 41285JAD0 | 360,000.00 | 0.00 | 1,515.00 | 1,515.00 | | | |
| 05/15/24 | 05/15/24 | US TREASURY N/B NOTES DTD 11/15/2023 4.625% 11/15/2026 | 91282CJK8 | 5,000,000.00 | 0.00 | 115,625.00 | 115,625.00 | | | |
| 05/15/24 | 05/15/24 | WOART 2021-D A3 DTD 11/03/2021 0.810% 10/15/2026 | 98163KAC6 | 168,923.40 | 0.00 | 114.02 | 114.02 | | | |
| 05/15/24 | 05/15/24 | DCENT 2023-A1 A DTD 04/11/2023 4.310% 03/15/2028 | 254683CY9 | 670,000.00 | 0.00 | 2,406.42 | 2,406.42 | | | |
| 05/15/24 | 05/15/24 | AMXCA 2022-4 A DTD 11/03/2022 4.950% 10/15/2027 | 02582JJX9 | 270,000.00 | 0.00 | 1,113.75 | 1,113.75 | | | |
| 05/15/24 | 05/15/24 | NAROT 2022-B A3 DTD 09/28/2022 4.460% 05/17/2027 | 65480JAC4 | 495,000.00 | 0.00 | 1,839.75 | 1,839.75 | | | |



Managed Account Security Transactions & Interest

For the Month Ending **May 31, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

| Transaction Type | | Security Description | CUSIP | Par | Principal Proceeds | Accrued Interest | Total | Realized G/L Cost | Realized G/L Amort Cost | Sale Method |
|------------------|----------|---------------------------------------------------------------------------------|-----------|------------|--------------------|------------------|----------|-------------------|-------------------------|-------------|
| Trade | Settle | | | | | | | | | |
| INTEREST | | | | | | | | | | |
| 05/15/24 | 05/15/24 | COMET 2022-A1 A1 DTD 03/30/2022 2.800% 03/15/2027 | 14041NFZ9 | 500,000.00 | 0.00 | 1,166.67 | 1,166.67 | | | |
| 05/15/24 | 05/15/24 | COMET 2022-A2 A DTD 06/14/2022 3.490% 05/15/2027 | 14041NGA3 | 740,000.00 | 0.00 | 2,152.17 | 2,152.17 | | | |
| 05/15/24 | 05/15/24 | DCENT 2021-A1 A1 DTD 09/27/2021 0.580% 09/15/2026 | 254683CP8 | 265,000.00 | 0.00 | 128.08 | 128.08 | | | |
| 05/15/24 | 05/15/24 | COPAR 2021-1 A3 DTD 10/27/2021 0.770% 09/15/2026 | 14044CAC6 | 145,610.51 | 0.00 | 93.43 | 93.43 | | | |
| 05/15/24 | 05/15/24 | FITAT 2023-1 A3 DTD 08/23/2023 5.530% 08/15/2028 | 31680EAD3 | 560,000.00 | 0.00 | 2,580.67 | 2,580.67 | | | |
| 05/15/24 | 05/15/24 | HDMOT 2022-A A3 DTD 04/20/2022 3.060% 02/15/2027 | 41284YAD8 | 332,123.66 | 0.00 | 846.92 | 846.92 | | | |
| 05/15/24 | 05/15/24 | HUNT 2024-1A A3 DTD 02/22/2024 5.230% 01/16/2029 | 446144AE7 | 320,000.00 | 0.00 | 1,394.67 | 1,394.67 | | | |
| 05/16/24 | 05/16/24 | GOLDMAN SACHS GROUP INC CORP NOTES (CALL DTD 11/16/2016 3.500% 11/16/2026 | 38145GAH3 | 450,000.00 | 0.00 | 7,875.00 | 7,875.00 | | | |
| 05/16/24 | 05/16/24 | GMCAR 2022-1 A3 DTD 01/19/2022 1.260% 11/16/2026 | 380146AC4 | 136,497.59 | 0.00 | 143.32 | 143.32 | | | |
| 05/16/24 | 05/16/24 | GMCAR 2022-3 A3 DTD 07/13/2022 3.640% 04/16/2027 | 36265WAD5 | 340,000.00 | 0.00 | 1,031.33 | 1,031.33 | | | |
| 05/16/24 | 05/16/24 | GMCAR 2023-3 A3 DTD 07/19/2023 5.450% 06/16/2028 | 36267KAD9 | 165,000.00 | 0.00 | 749.38 | 749.38 | | | |
| 05/16/24 | 05/16/24 | GMCAR 2022-2 A3 DTD 04/13/2022 3.100% 02/16/2027 | 362585AC5 | 209,580.19 | 0.00 | 541.42 | 541.42 | | | |
| 05/16/24 | 05/16/24 | GMCAR 2021-4 A3 DTD 10/21/2021 0.680% 09/16/2026 | 362554AC1 | 94,182.17 | 0.00 | 53.37 | 53.37 | | | |
| 05/16/24 | 05/16/24 | GMCAR 2023-2 A3 DTD 04/12/2023 4.470% 02/16/2028 | 362583AD8 | 295,000.00 | 0.00 | 1,098.88 | 1,098.88 | | | |
| 05/18/24 | 05/18/24 | TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 05/18/2023 4.450% 05/18/2026 | 89236TKT1 | 250,000.00 | 0.00 | 5,562.50 | 5,562.50 | | | |
| 05/20/24 | 05/20/24 | VWALT 2022-A A3 DTD 06/14/2022 3.440% 07/21/2025 | 92868AAC9 | 92,620.85 | 0.00 | 265.51 | 265.51 | | | |



Managed Account Security Transactions & Interest

For the Month Ending **May 31, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

| Transaction Type | | Security Description | CUSIP | Par | Principal Proceeds | Accrued Interest | Total | Realized G/L Cost | Realized G/L Amort Cost | Sale Method |
|-----------------------------------|----------|---------------------------------------------------------------------------------|-----------|----------------------|--------------------|-------------------|-------------------|-------------------|-------------------------|-------------|
| Trade | Settle | | | | | | | | | |
| INTEREST | | | | | | | | | | |
| 05/21/24 | 05/21/24 | HAROT 2021-4 A3 DTD 11/24/2021 0.880% 01/21/2026 | 43815GAC3 | 133,485.11 | 0.00 | 97.89 | 97.89 | | | |
| 05/25/24 | 05/25/24 | BMWOT 2022-A A3 DTD 05/18/2022 3.210% 08/25/2026 | 05602RAD3 | 217,117.97 | 0.00 | 580.79 | 580.79 | | | |
| 05/25/24 | 05/25/24 | BMWOT 2023-A A3 DTD 07/18/2023 5.470% 02/25/2028 | 05592XAD2 | 185,000.00 | 0.00 | 843.29 | 843.29 | | | |
| Transaction Type Sub-Total | | | | 45,715,392.29 | 0.00 | 437,749.14 | 437,749.14 | | | |
| MATURITY | | | | | | | | | | |
| 05/01/24 | 05/01/24 | CITIGROUP INC CORPORATE NOTES (CALLED,OM DTD 05/04/2021 0.981% 05/01/2024 | 172967MX6 | 350,000.00 | 350,000.00 | 1,716.75 | 351,716.75 | (917.00) | 0.00 | |
| Transaction Type Sub-Total | | | | 350,000.00 | 350,000.00 | 1,716.75 | 351,716.75 | (917.00) | 0.00 | |
| PAYDOWNS | | | | | | | | | | |
| 05/01/24 | 05/25/24 | FHMS KJ28 A2 DTD 02/27/2020 2.308% 10/01/2027 | 3137FREE7 | 11,877.99 | 11,877.99 | 0.00 | 11,877.99 | 742.84 | 0.00 | |
| 05/01/24 | 05/25/24 | FNA 2016-M12 A2 DTD 11/30/2016 2.443% 09/01/2026 | 3136AUKX8 | 1,229.62 | 1,229.62 | 0.00 | 1,229.62 | 74.79 | 0.00 | |
| 05/01/24 | 05/25/24 | FN BM4614 DTD 10/01/2018 3.000% 03/01/2033 | 3140J9DU2 | 3,625.24 | 3,625.24 | 0.00 | 3,625.24 | (237.91) | 0.00 | |
| 05/01/24 | 05/25/24 | FHLMC MULTIFAMILY STRUCTURED POOL DTD 02/01/2018 3.350% 09/01/2028 | 3137FETM2 | 163,758.92 | 163,758.92 | 0.00 | 163,758.92 | 4,925.56 | 0.00 | |
| 05/01/24 | 05/25/24 | FNA 2016-M3 A2 DTD 03/31/2016 2.702% 02/01/2026 | 3136ARTE8 | 445.59 | 445.59 | 0.00 | 445.59 | 15.09 | 0.00 | |
| 05/01/24 | 05/25/24 | FHMS K061 A2 DTD 01/30/2017 3.347% 11/01/2026 | 3137BTUM1 | 1,009.26 | 1,009.26 | 0.00 | 1,009.26 | 47.59 | 0.00 | |
| 05/15/24 | 05/15/24 | TAOT 2022-B A3 DTD 04/13/2022 2.930% 09/15/2026 | 89238FAD5 | 16,019.11 | 16,019.11 | 0.00 | 16,019.11 | 0.37 | 0.00 | |
| 05/15/24 | 05/15/24 | CARMX 2021-3 A3 DTD 07/28/2021 0.550% 06/15/2026 | 14317DAC4 | 16,626.80 | 16,626.80 | 0.00 | 16,626.80 | 2.73 | 0.00 | |



Managed Account Security Transactions & Interest

For the Month Ending **May 31, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

| Transaction Type | | Security Description | CUSIP | Par | Principal Proceeds | Accrued Interest | Total | Realized G/L Cost | Realized G/L Amort Cost | Sale Method |
|------------------|----------|-----------------------------------------------------|-----------|-----------|--------------------|------------------|-----------|-------------------|-------------------------|-------------|
| Trade | Settle | | | | | | | | | |
| PAYDOWNS | | | | | | | | | | |
| 05/15/24 | 05/15/24 | HART 2022-A A3 DTD 03/16/2022 2.220% 10/15/2026 | 448977AD0 | 15,682.45 | 15,682.45 | 0.00 | 15,682.45 | 0.60 | 0.00 | |
| 05/15/24 | 05/15/24 | CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026 | 14314QAC8 | 8,377.65 | 8,377.65 | 0.00 | 8,377.65 | 1.81 | 0.00 | |
| 05/15/24 | 05/15/24 | KCOT 2021-2A A3 DTD 07/28/2021 0.560% 11/17/2025 | 50117XAE2 | 18,417.77 | 18,417.77 | 0.00 | 18,417.77 | 0.69 | 0.00 | |
| 05/15/24 | 05/15/24 | HDMOT 2022-A A3 DTD 04/20/2022 3.060% 02/15/2027 | 41284YAD8 | 26,544.90 | 26,544.90 | 0.00 | 26,544.90 | 4.42 | 0.00 | |
| 05/15/24 | 05/15/24 | CARMX 2022-2 A3 DTD 04/28/2022 3.490% 02/16/2027 | 14317HAC5 | 19,286.64 | 19,286.64 | 0.00 | 19,286.64 | 2.93 | 0.00 | |
| 05/15/24 | 05/15/24 | FORDO 2022-A A3 DTD 01/24/2022 1.290% 06/15/2026 | 345286AC2 | 12,817.11 | 12,817.11 | 0.00 | 12,817.11 | 1.52 | 0.00 | |
| 05/15/24 | 05/15/24 | HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026 | 44935FAD6 | 10,550.22 | 10,550.22 | 0.00 | 10,550.22 | 2.36 | 0.00 | |
| 05/15/24 | 05/15/24 | CARMX 2022-3 A3 DTD 07/20/2022 3.970% 04/15/2027 | 14318MAD1 | 14,561.37 | 14,561.37 | 0.00 | 14,561.37 | 0.34 | 0.00 | |
| 05/15/24 | 05/15/24 | HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025 | 44933LAC7 | 8,219.99 | 8,219.99 | 0.00 | 8,219.99 | 0.86 | 0.00 | |
| 05/15/24 | 05/15/24 | ALLYA 2022-1 A3 DTD 05/18/2022 3.310% 11/15/2026 | 02008JAC0 | 28,044.09 | 28,044.09 | 0.00 | 28,044.09 | 5.43 | 0.00 | |
| 05/15/24 | 05/15/24 | KCOT 2021-1A A3 DTD 04/14/2021 0.620% 08/15/2025 | 50117TAC5 | 11,411.05 | 11,411.05 | 0.00 | 11,411.05 | 2.33 | 0.00 | |
| 05/15/24 | 05/15/24 | KCOT 2022-1A A3 DTD 03/23/2022 2.670% 10/15/2026 | 50117EAC8 | 27,455.35 | 27,455.35 | 0.00 | 27,455.35 | 3.93 | 0.00 | |
| 05/15/24 | 05/15/24 | COPAR 2021-1 A3 DTD 10/27/2021 0.770% 09/15/2026 | 14044CAC6 | 11,928.33 | 11,928.33 | 0.00 | 11,928.33 | 0.23 | 0.00 | |
| 05/15/24 | 05/15/24 | WOART 2021-D A3 DTD 11/03/2021 0.810% 10/15/2026 | 98163KAC6 | 15,341.41 | 15,341.41 | 0.00 | 15,341.41 | 2.09 | 0.00 | |
| 05/16/24 | 05/16/24 | GMCAR 2022-1 A3 DTD 01/19/2022 1.260% 11/16/2026 | 380146AC4 | 10,389.07 | 10,389.07 | 0.00 | 10,389.07 | 0.90 | 0.00 | |
| 05/16/24 | 05/16/24 | GMCAR 2021-4 A3 DTD 10/21/2021 0.680% 09/16/2026 | 362554AC1 | 8,033.26 | 8,033.26 | 0.00 | 8,033.26 | 0.21 | 0.00 | |
| 05/16/24 | 05/16/24 | GMCAR 2022-2 A3 DTD 04/13/2022 3.100% 02/16/2027 | 362585AC5 | 12,909.57 | 12,909.57 | 0.00 | 12,909.57 | 2.70 | 0.00 | |



Managed Account Security Transactions & Interest

For the Month Ending **May 31, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

| Transaction Type | | Security Description | CUSIP | Par | Principal Proceeds | Accrued Interest | Total | Realized G/L Cost | Realized G/L Amort Cost | Sale Method |
|-----------------------------------|----------|---------------------------------------------------------------------------------|-----------|-------------------|--------------------|------------------|-------------------|-------------------|-------------------------|-------------|
| Trade | Settle | | | | | | | | | |
| PAYDOWNS | | | | | | | | | | |
| 05/20/24 | 05/20/24 | VWALT 2022-A A3 DTD 06/14/2022 3.440% 07/21/2025 | 92868AAC9 | 21,567.96 | 21,567.96 | 0.00 | 21,567.96 | 1.72 | 0.00 | |
| 05/21/24 | 05/21/24 | HAROT 2021-4 A3 DTD 11/24/2021 0.880% 01/21/2026 | 43815GAC3 | 12,954.61 | 12,954.61 | 0.00 | 12,954.61 | 2.73 | 0.00 | |
| 05/25/24 | 05/25/24 | BMWOT 2022-A A3 DTD 05/18/2022 3.210% 08/25/2026 | 05602RAD3 | 16,748.97 | 16,748.97 | 0.00 | 16,748.97 | 0.87 | 0.00 | |
| Transaction Type Sub-Total | | | | 525,834.30 | 525,834.30 | 0.00 | 525,834.30 | 5,609.73 | 0.00 | |
| SELL | | | | | | | | | | |
| 05/02/24 | 05/06/24 | CATERPILLAR FINL SERVICE CORPORATE NOTES DTD 05/13/2022 3.400% 05/13/2025 | 14913R2V8 | 75,000.00 | 73,575.00 | 1,225.42 | 74,800.42 | (1,417.50) | (1,422.45) | FIFO |
| 05/02/24 | 05/06/24 | IBM CORP CORPORATE NOTES DTD 07/27/2022 4.000% 07/27/2025 | 459200KS9 | 800,000.00 | 787,040.00 | 8,800.00 | 795,840.00 | (12,960.00) | (12,960.00) | FIFO |
| 05/02/24 | 05/06/24 | CATERPILLAR FINL SERVICE CORPORATE NOTES DTD 05/13/2022 3.400% 05/13/2025 | 14913R2V8 | 225,000.00 | 220,725.00 | 3,676.25 | 224,401.25 | (3,989.25) | (4,178.01) | FIFO |
| 05/02/24 | 05/06/24 | US TREASURY NOTES DTD 07/15/2022 3.000% 07/15/2025 | 91282CEY3 | 1,450,000.00 | 1,414,939.45 | 13,384.62 | 1,428,324.07 | (29,566.41) | (32,831.12) | FIFO |
| 05/07/24 | 05/10/24 | NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 02/07/2022 1.875% 02/07/2025 | 63743HFC1 | 60,000.00 | 58,392.60 | 290.62 | 58,683.22 | (1,054.20) | (1,467.43) | FIFO |
| 05/07/24 | 05/10/24 | NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 02/07/2022 1.875% 02/07/2025 | 63743HFC1 | 215,000.00 | 209,240.15 | 1,041.41 | 210,281.56 | (5,753.40) | (5,758.24) | FIFO |
| 05/08/24 | 05/10/24 | NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 02/07/2022 1.875% 02/07/2025 | 63743HFC1 | 65,000.00 | 63,258.00 | 314.84 | 63,572.84 | (1,142.70) | (1,590.37) | FIFO |
| 05/16/24 | 05/21/24 | GOLDMAN SACHS GROUP INC (CALLABLE) CORP DTD 06/10/2021 5.835% 09/10/2024 | 38141GYE8 | 250,000.00 | 250,082.50 | 2,882.95 | 252,965.45 | 82.50 | 82.50 | FIFO |
| 05/17/24 | 05/21/24 | LOCKHEED MARTIN CORP NOTES (CALLABLE) DTD 10/24/2022 4.950% 10/15/2025 | 539830BU2 | 50,000.00 | 49,916.00 | 247.50 | 50,163.50 | 58.50 | (16.88) | FIFO |



Managed Account Security Transactions & Interest

For the Month Ending **May 31, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

| Transaction Type | | Security Description | CUSIP | Par | Principal Proceeds | Accrued Interest | Total | Realized G/L Cost | Realized G/L Amort Cost | Sale Method |
|------------------------------------|----------|------------------------------------------------------------------------------|-----------|---------------------|-----------------------|---------------------|-----------------------|----------------------|-------------------------|-------------|
| Trade | Settle | | | | | | | | | |
| SELL | | | | | | | | | | |
| 05/28/24 | 05/30/24 | LOCKHEED MARTIN CORP NOTES (CALLABLE) DTD 10/24/2022 4.950% 10/15/2025 | 539830BU2 | 200,000.00 | 199,244.00 | 1,237.50 | 200,481.50 | (854.00) | (800.27) | FIFO |
| 05/28/24 | 05/30/24 | LOCKHEED MARTIN CORP NOTES (CALLABLE) DTD 10/24/2022 4.950% 10/15/2025 | 539830BU2 | 125,000.00 | 124,527.50 | 773.44 | 125,300.94 | (116.25) | (307.65) | FIFO |
| Transaction Type Sub-Total | | | | 3,515,000.00 | 3,450,940.20 | 33,874.55 | 3,484,814.75 | (56,712.71) | (61,249.92) | |
| Managed Account Sub-Total | | | | | (641,181.81) | 465,010.52 | (176,171.29) | (52,019.98) | (61,249.92) | |
| Total Security Transactions | | | | | (\$641,181.81) | \$465,010.52 | (\$176,171.29) | (\$52,019.98) | (\$61,249.92) | |



Account Statement

For the Month Ending **May 31, 2024**

City of Antioch - Investment Portfolio - 6090-002

| Trade Date | Settlement Date | Transaction Description | Share or Unit Price | Dollar Amount of Transaction | Total Shares Owned |
|------------------------|-----------------|----------------------------------|---------------------|------------------------------|--------------------|
| CAMP Pool | | | | | |
| Opening Balance | | | | | 205,104.75 |
| 05/01/24 | 05/01/24 | Purchase - Interest 90327QD89 | 1.00 | 8,859.38 | 213,964.13 |
| 05/01/24 | 05/01/24 | Purchase - Interest 17252MAP5 | 1.00 | 6,037.50 | 220,001.63 |
| 05/01/24 | 05/01/24 | Purchase - Principal 172967MX6 | 1.00 | 351,716.75 | 571,718.38 |
| 05/03/24 | 05/03/24 | Purchase - Interest 65558UYF3 | 1.00 | 29,032.50 | 600,750.88 |
| 05/06/24 | 05/06/24 | Purchase - Interest 857477BX0 | 1.00 | 12,220.88 | 612,971.76 |
| 05/06/24 | 05/06/24 | Purchase - Interest 14913R2V8 | 1.00 | 4,901.67 | 617,873.43 |
| 05/06/24 | 05/06/24 | Purchase - Principal 14913R2V8 | 1.00 | 294,300.00 | 912,173.43 |
| 05/06/24 | 05/06/24 | Purchase - Interest 459200KS9 | 1.00 | 8,800.00 | 920,973.43 |
| 05/06/24 | 05/06/24 | Purchase - Principal 459200KS9 | 1.00 | 787,040.00 | 1,708,013.43 |
| 05/06/24 | 05/06/24 | Purchase - Principal 91282CEY3 | 1.00 | 1,414,939.45 | 3,122,952.88 |
| 05/06/24 | 05/06/24 | Purchase - Interest 91282CEY3 | 1.00 | 13,384.62 | 3,136,337.50 |
| 05/10/24 | 05/10/24 | Purchase - Principal 63743HFC1 | 1.00 | 267,632.75 | 3,403,970.25 |
| 05/10/24 | 05/10/24 | Purchase - Principal 63743HFC1 | 1.00 | 63,258.00 | 3,467,228.25 |
| 05/10/24 | 05/10/24 | Purchase - Interest 63743HFC1 | 1.00 | 314.84 | 3,467,543.09 |
| 05/10/24 | 05/10/24 | Purchase - Interest 63743HFC1 | 1.00 | 1,332.03 | 3,468,875.12 |
| 05/10/24 | 05/10/24 | Redemption - Principal 63743HFR8 | 1.00 | (79,985.60) | 3,388,889.52 |
| 05/10/24 | 05/10/24 | Redemption - Principal 63743HFR8 | 1.00 | (244,848.10) | 3,144,041.42 |
| 05/10/24 | 05/10/24 | Redemption - Interest 91282CKJ9 | 1.00 | (8,329.92) | 3,135,711.50 |
| 05/10/24 | 05/10/24 | Redemption - Principal 91282CKJ9 | 1.00 | (2,698,143.75) | 437,567.75 |
| 05/13/24 | 05/13/24 | Purchase - Interest 110122DN5 | 1.00 | 937.50 | 438,505.25 |
| 05/13/24 | 05/13/24 | Purchase - Interest 771196CE0 | 1.00 | 17,769.38 | 456,274.63 |



Account Statement

For the Month Ending **May 31, 2024**

City of Antioch - Investment Portfolio - 6090-002

| Trade Date | Settlement Date | Transaction Description | Share or Unit Price | Dollar Amount of Transaction | Total Shares Owned |
|------------------|-----------------|----------------------------------|---------------------|------------------------------|--------------------|
| CAMP Pool | | | | | |
| 05/13/24 | 05/13/24 | Redemption - Principal 69371RT22 | 1.00 | (274,788.25) | 181,486.38 |
| 05/15/24 | 05/15/24 | Purchase - Interest 91282CJK8 | 1.00 | 115,625.00 | 297,111.38 |
| 05/15/24 | 05/15/24 | Purchase - Interest 02008JAC0 | 1.00 | 1,045.99 | 298,157.37 |
| 05/15/24 | 05/15/24 | Purchase - Interest 02008MAC3 | 1.00 | 3,748.50 | 301,905.87 |
| 05/15/24 | 05/15/24 | Purchase - Interest 02582JJT8 | 1.00 | 2,302.38 | 304,208.25 |
| 05/15/24 | 05/15/24 | Purchase - Interest 02582JJX9 | 1.00 | 1,113.75 | 305,322.00 |
| 05/15/24 | 05/15/24 | Purchase - Interest 50117EAC8 | 1.00 | 1,066.66 | 306,388.66 |
| 05/15/24 | 05/15/24 | Purchase - Interest 14913UAA8 | 1.00 | 17,400.00 | 323,788.66 |
| 05/15/24 | 05/15/24 | Purchase - Interest 91282CFW6 | 1.00 | 45,000.00 | 368,788.66 |
| 05/15/24 | 05/15/24 | Purchase - Interest 91282CHB0 | 1.00 | 78,843.75 | 447,632.41 |
| 05/15/24 | 05/15/24 | Purchase - Interest 02582JJZ4 | 1.00 | 1,217.50 | 448,849.91 |
| 05/15/24 | 05/15/24 | Purchase - Interest 05522RDG0 | 1.00 | 1,077.75 | 449,927.66 |
| 05/15/24 | 05/15/24 | Purchase - Interest 14041NFY2 | 1.00 | 433.33 | 450,360.99 |
| 05/15/24 | 05/15/24 | Purchase - Interest 14041NFZ9 | 1.00 | 1,166.67 | 451,527.66 |
| 05/15/24 | 05/15/24 | Purchase - Interest 14041NGA3 | 1.00 | 2,152.17 | 453,679.83 |
| 05/15/24 | 05/15/24 | Purchase - Interest 14044CAC6 | 1.00 | 93.43 | 453,773.26 |
| 05/15/24 | 05/15/24 | Purchase - Interest 14314QAC8 | 1.00 | 23.66 | 453,796.92 |
| 05/15/24 | 05/15/24 | Purchase - Interest 14317DAC4 | 1.00 | 86.46 | 453,883.38 |
| 05/15/24 | 05/15/24 | Purchase - Interest 14317HAC5 | 1.00 | 884.18 | 454,767.56 |
| 05/15/24 | 05/15/24 | Purchase - Interest 14318MAD1 | 1.00 | 1,869.21 | 456,636.77 |
| 05/15/24 | 05/15/24 | Purchase - Interest 14318UAD3 | 1.00 | 2,981.50 | 459,618.27 |
| 05/15/24 | 05/15/24 | Purchase - Interest 161571HT4 | 1.00 | 3,719.50 | 463,337.77 |



Account Statement

For the Month Ending **May 31, 2024**

City of Antioch - Investment Portfolio - 6090-002

| Trade Date | Settlement Date | Transaction Description | Share or Unit Price | Dollar Amount of Transaction | Total Shares Owned |
|------------------|-----------------|-------------------------------|---------------------|------------------------------|--------------------|
| CAMP Pool | | | | | |
| 05/15/24 | 05/15/24 | Purchase - Interest 161571HV9 | 1.00 | 2,740.83 | 466,078.60 |
| 05/15/24 | 05/15/24 | Purchase - Interest 254683CP8 | 1.00 | 128.08 | 466,206.68 |
| 05/15/24 | 05/15/24 | Purchase - Interest 254683CS2 | 1.00 | 1,577.00 | 467,783.68 |
| 05/15/24 | 05/15/24 | Purchase - Interest 254683CW3 | 1.00 | 1,972.83 | 469,756.51 |
| 05/15/24 | 05/15/24 | Purchase - Interest 254683CY9 | 1.00 | 2,406.42 | 472,162.93 |
| 05/15/24 | 05/15/24 | Purchase - Interest 31680EAD3 | 1.00 | 2,580.67 | 474,743.60 |
| 05/15/24 | 05/15/24 | Purchase - Interest 344928AD8 | 1.00 | 1,065.63 | 475,809.23 |
| 05/15/24 | 05/15/24 | Purchase - Interest 344930AD4 | 1.00 | 1,351.08 | 477,160.31 |
| 05/15/24 | 05/15/24 | Purchase - Interest 345286AC2 | 1.00 | 150.53 | 477,310.84 |
| 05/15/24 | 05/15/24 | Purchase - Interest 34535EAD4 | 1.00 | 1,654.25 | 478,965.09 |
| 05/15/24 | 05/15/24 | Purchase - Interest 41284YAD8 | 1.00 | 846.92 | 479,812.01 |
| 05/15/24 | 05/15/24 | Purchase - Interest 41285JAD0 | 1.00 | 1,515.00 | 481,327.01 |
| 05/15/24 | 05/15/24 | Purchase - Interest 437927AC0 | 1.00 | 1,437.92 | 482,764.93 |
| 05/15/24 | 05/15/24 | Purchase - Interest 446144AE7 | 1.00 | 1,394.67 | 484,159.60 |
| 05/15/24 | 05/15/24 | Purchase - Interest 448977AD0 | 1.00 | 377.61 | 484,537.21 |
| 05/15/24 | 05/15/24 | Purchase - Interest 44933DAD3 | 1.00 | 3,234.00 | 487,771.21 |
| 05/15/24 | 05/15/24 | Purchase - Interest 44933LAC7 | 1.00 | 7.23 | 487,778.44 |
| 05/15/24 | 05/15/24 | Purchase - Interest 44933XAD9 | 1.00 | 776.33 | 488,554.77 |
| 05/15/24 | 05/15/24 | Purchase - Interest 44935FAD6 | 1.00 | 61.90 | 488,616.67 |
| 05/15/24 | 05/15/24 | Purchase - Interest 50117JAC7 | 1.00 | 2,283.58 | 490,900.25 |
| 05/15/24 | 05/15/24 | Purchase - Interest 50117KAC4 | 1.00 | 1,526.92 | 492,427.17 |
| 05/15/24 | 05/15/24 | Purchase - Interest 50117TAC5 | 1.00 | 28.94 | 492,456.11 |



Account Statement

For the Month Ending **May 31, 2024**

City of Antioch - Investment Portfolio - 6090-002

| Trade Date | Settlement Date | Transaction Description | Share or Unit Price | Dollar Amount of Transaction | Total Shares Owned |
|-------------------|------------------------|--------------------------------|----------------------------|-------------------------------------|---------------------------|
| CAMP Pool | | | | | |
| 05/15/24 | 05/15/24 | Purchase - Interest 50117XAE2 | 1.00 | 71.08 | 492,527.19 |
| 05/15/24 | 05/15/24 | Purchase - Interest 58768PAC8 | 1.00 | 3,755.54 | 496,282.73 |
| 05/15/24 | 05/15/24 | Purchase - Interest 65480JAC4 | 1.00 | 1,839.75 | 498,122.48 |
| 05/15/24 | 05/15/24 | Purchase - Interest 65480WAD3 | 1.00 | 2,045.83 | 500,168.31 |
| 05/15/24 | 05/15/24 | Purchase - Interest 891940AC2 | 1.00 | 1,311.83 | 501,480.14 |
| 05/15/24 | 05/15/24 | Purchase - Interest 891941AD8 | 1.00 | 1,648.50 | 503,128.64 |
| 05/15/24 | 05/15/24 | Purchase - Interest 89231CAD9 | 1.00 | 705.00 | 503,833.64 |
| 05/15/24 | 05/15/24 | Purchase - Interest 89238FAD5 | 1.00 | 564.39 | 504,398.03 |
| 05/15/24 | 05/15/24 | Purchase - Interest 89239HAD0 | 1.00 | 1,060.00 | 505,458.03 |
| 05/15/24 | 05/15/24 | Purchase - Interest 98163KAC6 | 1.00 | 114.02 | 505,572.05 |
| 05/15/24 | 05/15/24 | Purchase - Principal 14318MAD1 | 1.00 | 14,561.37 | 520,133.42 |
| 05/15/24 | 05/15/24 | Purchase - Principal 02008JAC0 | 1.00 | 28,044.09 | 548,177.51 |
| 05/15/24 | 05/15/24 | Purchase - Principal 14317DAC4 | 1.00 | 16,626.80 | 564,804.31 |
| 05/15/24 | 05/15/24 | Purchase - Principal 14314QAC8 | 1.00 | 8,377.65 | 573,181.96 |
| 05/15/24 | 05/15/24 | Purchase - Principal 14317HAC5 | 1.00 | 19,286.64 | 592,468.60 |
| 05/15/24 | 05/15/24 | Purchase - Principal 14044CAC6 | 1.00 | 11,928.33 | 604,396.93 |
| 05/15/24 | 05/15/24 | Purchase - Principal 44933LAC7 | 1.00 | 8,219.99 | 612,616.92 |
| 05/15/24 | 05/15/24 | Purchase - Principal 89238FAD5 | 1.00 | 16,019.11 | 628,636.03 |
| 05/15/24 | 05/15/24 | Purchase - Principal 41284YAD8 | 1.00 | 26,544.90 | 655,180.93 |
| 05/15/24 | 05/15/24 | Purchase - Principal 345286AC2 | 1.00 | 12,817.11 | 667,998.04 |
| 05/15/24 | 05/15/24 | Purchase - Principal 448977AD0 | 1.00 | 15,682.45 | 683,680.49 |
| 05/15/24 | 05/15/24 | Purchase - Principal 98163KAC6 | 1.00 | 15,341.41 | 699,021.90 |



Account Statement

For the Month Ending **May 31, 2024**

City of Antioch - Investment Portfolio - 6090-002

| Trade Date | Settlement Date | Transaction Description | Share or Unit Price | Dollar Amount of Transaction | Total Shares Owned |
|-------------------|------------------------|----------------------------------|----------------------------|-------------------------------------|---------------------------|
| CAMP Pool | | | | | |
| 05/15/24 | 05/15/24 | Purchase - Principal 44935FAD6 | 1.00 | 10,550.22 | 709,572.12 |
| 05/15/24 | 05/15/24 | Purchase - Principal 50117XAE2 | 1.00 | 18,417.77 | 727,989.89 |
| 05/15/24 | 05/15/24 | Purchase - Principal 50117TAC5 | 1.00 | 11,411.05 | 739,400.94 |
| 05/15/24 | 05/15/24 | Purchase - Principal 50117EAC8 | 1.00 | 27,455.35 | 766,856.29 |
| 05/16/24 | 05/16/24 | Purchase - Interest 38145GAH3 | 1.00 | 7,875.00 | 774,731.29 |
| 05/16/24 | 05/16/24 | Purchase - Interest 362554AC1 | 1.00 | 53.37 | 774,784.66 |
| 05/16/24 | 05/16/24 | Purchase - Interest 362583AD8 | 1.00 | 1,098.88 | 775,883.54 |
| 05/16/24 | 05/16/24 | Purchase - Interest 362585AC5 | 1.00 | 541.42 | 776,424.96 |
| 05/16/24 | 05/16/24 | Purchase - Interest 36265WAD5 | 1.00 | 1,031.33 | 777,456.29 |
| 05/16/24 | 05/16/24 | Purchase - Interest 36267KAD9 | 1.00 | 749.38 | 778,205.67 |
| 05/16/24 | 05/16/24 | Purchase - Interest 380146AC4 | 1.00 | 143.32 | 778,348.99 |
| 05/16/24 | 05/16/24 | Purchase - Principal 362585AC5 | 1.00 | 12,909.57 | 791,258.56 |
| 05/16/24 | 05/16/24 | Purchase - Principal 362554AC1 | 1.00 | 8,033.26 | 799,291.82 |
| 05/17/24 | 05/17/24 | Purchase - Principal 380146AC4 | 1.00 | 10,389.07 | 809,680.89 |
| 05/17/24 | 05/17/24 | Redemption - Principal 10373QBY5 | 1.00 | (600,000.00) | 209,680.89 |
| 05/20/24 | 05/20/24 | Purchase - Interest 89236TKT1 | 1.00 | 5,562.50 | 215,243.39 |
| 05/20/24 | 05/20/24 | Purchase - Interest 92868AAC9 | 1.00 | 265.51 | 215,508.90 |
| 05/20/24 | 05/20/24 | Purchase - Principal 92868AAC9 | 1.00 | 21,567.96 | 237,076.86 |
| 05/21/24 | 05/21/24 | Purchase - Interest 43815GAC3 | 1.00 | 97.89 | 237,174.75 |
| 05/21/24 | 05/21/24 | Purchase - Interest 38141GYE8 | 1.00 | 2,882.95 | 240,057.70 |
| 05/21/24 | 05/21/24 | Purchase - Principal 38141GYE8 | 1.00 | 250,082.50 | 490,140.20 |
| 05/21/24 | 05/21/24 | Purchase - Principal 539830BU2 | 1.00 | 49,916.00 | 540,056.20 |



Account Statement

For the Month Ending **May 31, 2024**

City of Antioch - Investment Portfolio - 6090-002

| Trade Date | Settlement Date | Transaction Description | Share or Unit Price | Dollar Amount of Transaction | Total Shares Owned |
|------------------|-----------------|----------------------------------|---------------------|------------------------------|--------------------|
| CAMP Pool | | | | | |
| 05/21/24 | 05/21/24 | Purchase - Interest 539830BU2 | 1.00 | 247.50 | 540,303.70 |
| 05/21/24 | 05/21/24 | Purchase - Principal 43815GAC3 | 1.00 | 12,954.61 | 553,258.31 |
| 05/21/24 | 05/21/24 | Redemption - Principal 38151LAG5 | 1.00 | (355,000.00) | 198,258.31 |
| 05/21/24 | 05/21/24 | Redemption - Principal 38151LAG5 | 1.00 | (44,953.65) | 153,304.66 |
| 05/22/24 | 05/22/24 | Redemption - Principal 09709AAC6 | 1.00 | (119,980.46) | 33,324.20 |
| 05/24/24 | 05/24/24 | IP Fees April 2024 | 1.00 | (7,754.76) | 25,569.44 |
| 05/24/24 | 05/24/24 | U.S. Bank Fees March 2024 | 1.00 | (439.24) | 25,130.20 |
| 05/28/24 | 05/28/24 | Purchase - Interest 05592XAD2 | 1.00 | 843.29 | 25,973.49 |
| 05/28/24 | 05/28/24 | Purchase - Interest 05602RAD3 | 1.00 | 580.79 | 26,554.28 |
| 05/28/24 | 05/28/24 | Purchase - Interest 3137BSP72 | 1.00 | 1,890.26 | 28,444.54 |
| 05/28/24 | 05/28/24 | Purchase - Interest 3136ARTE8 | 1.00 | 623.92 | 29,068.46 |
| 05/28/24 | 05/28/24 | Purchase - Interest 3136AUKX8 | 1.00 | 1,301.99 | 30,370.45 |
| 05/28/24 | 05/28/24 | Purchase - Interest 3137BN6G4 | 1.00 | 1,372.71 | 31,743.16 |
| 05/28/24 | 05/28/24 | Purchase - Interest 3137BNGT5 | 1.00 | 2,573.44 | 34,316.60 |
| 05/28/24 | 05/28/24 | Purchase - Interest 3137BRQJ7 | 1.00 | 2,462.92 | 36,779.52 |
| 05/28/24 | 05/28/24 | Purchase - Interest 3137BTUM1 | 1.00 | 1,381.66 | 38,161.18 |
| 05/28/24 | 05/28/24 | Purchase - Interest 3140J9DU2 | 1.00 | 485.26 | 38,646.44 |
| 05/28/24 | 05/28/24 | Purchase - Interest 3137BUX60 | 1.00 | 1,422.08 | 40,068.52 |
| 05/28/24 | 05/28/24 | Purchase - Interest 3137BVZ82 | 1.00 | 1,429.17 | 41,497.69 |
| 05/28/24 | 05/28/24 | Purchase - Interest 3137F1G44 | 1.00 | 1,553.94 | 43,051.63 |
| 05/28/24 | 05/28/24 | Purchase - Interest 3137FETM2 | 1.00 | 2,385.05 | 45,436.68 |
| 05/28/24 | 05/28/24 | Purchase - Interest 3137FREE7 | 1.00 | 1,081.25 | 46,517.93 |



Account Statement

For the Month Ending **May 31, 2024**

City of Antioch - Investment Portfolio - 6090-002

| Trade Date | Settlement Date | Transaction Description | Share or Unit Price | Dollar Amount of Transaction | Total Shares Owned |
|------------------|-----------------|-------------------------------------------------|---------------------|------------------------------|--------------------|
| CAMP Pool | | | | | |
| 05/28/24 | 05/28/24 | Purchase - Principal 3137FREE7 | 1.00 | 11,877.99 | 58,395.92 |
| 05/28/24 | 05/28/24 | Purchase - Principal 3137FETM2 | 1.00 | 163,758.92 | 222,154.84 |
| 05/28/24 | 05/28/24 | Purchase - Principal 3140J9DU2 | 1.00 | 3,625.24 | 225,780.08 |
| 05/28/24 | 05/28/24 | Purchase - Principal 05602RAD3 | 1.00 | 16,748.97 | 242,529.05 |
| 05/28/24 | 05/28/24 | Purchase - Principal 3137BTUM1 | 1.00 | 1,009.26 | 243,538.31 |
| 05/28/24 | 05/28/24 | Purchase - Principal 3136ARTE8 | 1.00 | 445.59 | 243,983.90 |
| 05/28/24 | 05/28/24 | Purchase - Principal 3136AUKX8 | 1.00 | 1,229.62 | 245,213.52 |
| 05/30/24 | 05/30/24 | Purchase - Principal 539830BU2 | 1.00 | 323,771.50 | 568,985.02 |
| 05/30/24 | 05/30/24 | Purchase - Interest 539830BU2 | 1.00 | 2,010.94 | 570,995.96 |
| 05/30/24 | 05/30/24 | Redemption - Principal 61690U8B9 | 1.00 | (280,000.00) | 290,995.96 |
| 05/30/24 | 05/30/24 | Redemption - Principal 61690U8B9 | 1.00 | (270,256.50) | 20,739.46 |
| 05/31/24 | 06/03/24 | Accrual Income Div Reinvestment - Distributions | 1.00 | 3,032.97 | 23,772.43 |



Account Statement

For the Month Ending **May 31, 2024**

City of Antioch - Investment Portfolio - 6090-002

| Trade Date | Settlement Date | Transaction Description | Share or Unit Price | Dollar Amount of Transaction | Total Shares Owned |
|-----------------------------------|-----------------|-------------------------|----------------------------|-----------------------------------|--------------------|
| Closing Balance | | | | | 23,772.43 |
| | | Month of May | Fiscal YTD July-May | | |
| Opening Balance | | 205,104.75 | 0.00 | Closing Balance | 23,772.43 |
| Purchases | | 4,803,147.91 | 40,155,617.43 | Average Monthly Balance | 659,819.22 |
| Redemptions (Excl. Checks) | | (4,984,480.23) | (40,131,845.00) | Monthly Distribution Yield | 5.43% |
| Check Disbursements | | 0.00 | 0.00 | | |
| Closing Balance | | 23,772.43 | 23,772.43 | | |
| Cash Dividends and Income | | 3,032.97 | 9,840.33 | | |

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 10, 2024
TO: Honorable Mayor and Members of the City Council
SUBMITTED BY: Lauren Posada, City Treasurer *LP*
SUBJECT: Approval of Treasurer's Report for June of 2024

RECOMMENDED ACTION

It is recommended that the City Council receive and file June 2024 Treasurer's Report.

FISCAL IMPACT

There is no fiscal impact of this action.

DISCUSSION

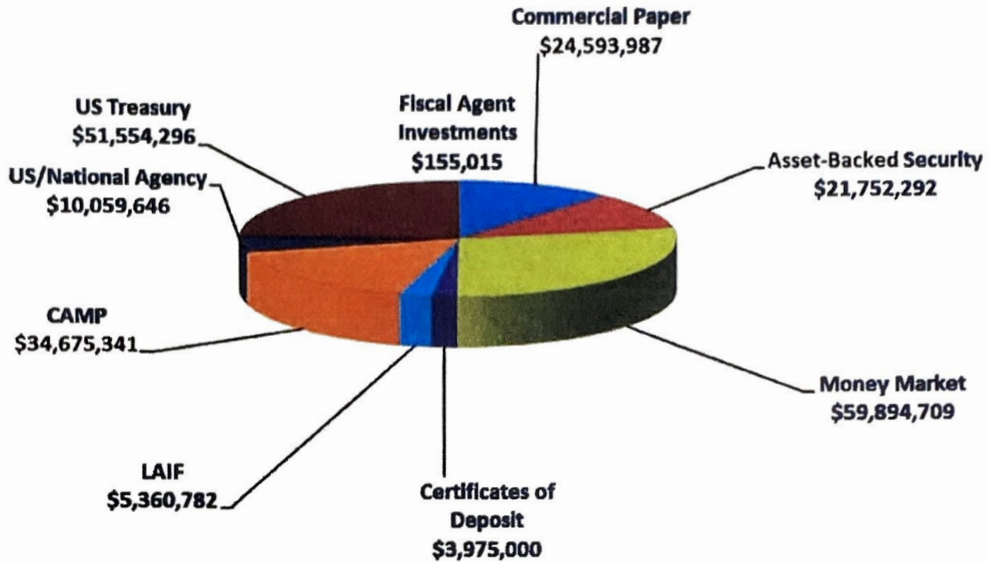
The City's *Statement of Investment Policy* (Policy) requires that the City Treasurer render, at least quarterly, an investment report to the City Council. The Policy also requires a monthly report of investment transactions to City Council. A monthly Treasurer's Report is provided with both reporting provisions of the Policy.

ATTACHMENTS

A. City Treasurer's Report

**CITY OF ANTIOCH
SUMMARY REPORT ON THE CITY'S INVESTMENTS**

June 30, 2024



Total of City and Fiscal Agent Investments = \$212,021,068

All City investments are shown above and conform to the City Investment Policy. All investment transactions during this period are included in this report. As Treasurer of the City of Antioch and Finance Director of the City of Antioch, we hereby certify that sufficient investment liquidity and anticipated revenue are available to meet the next six (6) months' estimated expenditures.


Lauren Posada
City Treasurer


Dawn Merchant
Finance Director

**Summary of Fiscal Agent Balances by
Debt Issue**

| | <u>Amount</u> |
|------------------------------------------------------------------------|-------------------------|
| Antioch Public Financing Authority 2015 Refunding Bonds (02 Lease Rev) | 2,997 |
| Antioch Development Agency 2009 Tax Allocation Bonds | 152,018 |
| | <u><u>\$155,015</u></u> |



Consolidated Summary Statement

Account Statement

For the Month Ending **June 30, 2024**

City of Antioch

Portfolio Summary

| Portfolio Holdings | Cash Dividends and Income | Closing Market Value | Current Yield |
|----------------------|---------------------------|-------------------------|---------------|
| CAMP Pool | 155,222.66 | 34,675,340.60 | 5.44 % |
| CAMP Managed Account | 281,835.07 | 111,125,983.01 | * N/A |
| Total | \$437,057.73 | \$145,801,323.61 | |

* Not Applicable

Investment Allocation

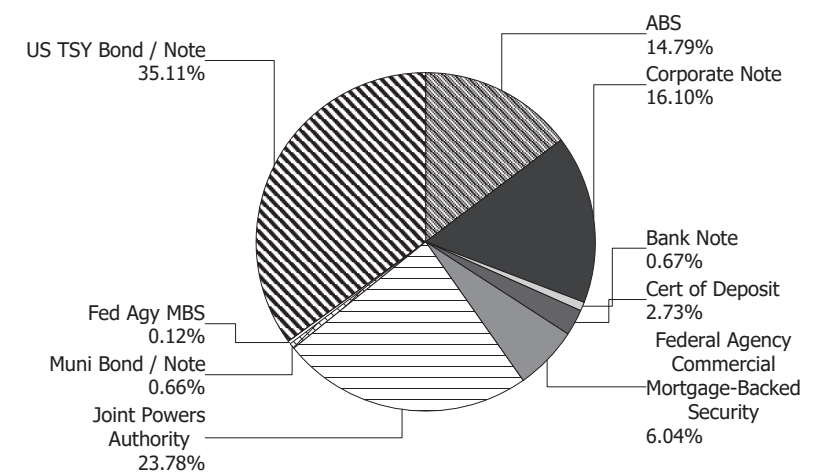
| Investment Type | Closing Market Value | Percent |
|----------------------------------------------------|-------------------------|----------------|
| Asset-Backed Security | 21,559,646.09 | 14.79 |
| Corporate Note | 23,473,688.37 | 16.10 |
| Bank Note | 969,788.00 | 0.67 |
| Certificate of Deposit | 3,974,838.52 | 2.73 |
| Federal Agency Commercial Mortgage-Backed Security | 8,805,927.54 | 6.04 |
| Joint Powers Authority | 34,675,340.60 | 23.78 |
| Municipal Bond / Note | 968,171.40 | 0.66 |
| Federal Agency Mortgage-Backed Security | 176,906.03 | 0.12 |
| U.S. Treasury Bond / Note | 51,197,017.06 | 35.11 |
| Total | \$145,801,323.61 | 100.00% |

Maturity Distribution (Fixed Income Holdings)

| Portfolio Holdings | Closing Market Value | Percent |
|--------------------|-------------------------|----------------|
| Under 30 days | 34,675,340.60 | 23.79 |
| 31 to 60 days | 0.00 | 0.00 |
| 61 to 90 days | 0.00 | 0.00 |
| 91 to 180 days | 0.00 | 0.00 |
| 181 days to 1 year | 2,218,204.45 | 1.52 |
| 1 to 2 years | 34,812,550.89 | 23.88 |
| 2 to 3 years | 59,384,767.41 | 40.73 |
| 3 to 4 years | 10,576,252.62 | 7.25 |
| 4 to 5 years | 3,957,301.61 | 2.71 |
| Over 5 years | 176,906.03 | 0.12 |
| Total | \$145,801,323.61 | 100.00% |

Weighted Average Days to Maturity 652

Sector Allocation





Account Statement

For the Month Ending **June 30, 2024**

Consolidated Summary Statement

City of Antioch

| Account Number | Account Name | Opening Market Value | Purchases / Deposits | Redemptions / Sales/ Maturities | Unsettled Trades | Change in Value | Closing Market Value | Cash Dividends and Income |
|-----------------------|----------------------|-----------------------------|-----------------------------|----------------------------------------|-------------------------|------------------------|-----------------------------|----------------------------------|
| 6090-001 | City of Antioch | 34,481,890.83 | 153,481.82 | 0.00 | 0.00 | 0.00 | 34,635,372.65 | 153,481.82 |
| 6090-002 | Investment Portfolio | 110,584,441.32 | 15,201,740.80 | (14,864,582.44) | 0.00 | 244,351.28 | 111,165,950.96 | 283,575.91 |
| Total | | \$145,066,332.15 | \$15,355,222.62 | (\$14,864,582.44) | \$0.00 | \$244,351.28 | \$145,801,323.61 | \$437,057.73 |



Account Statement - Transaction Summary

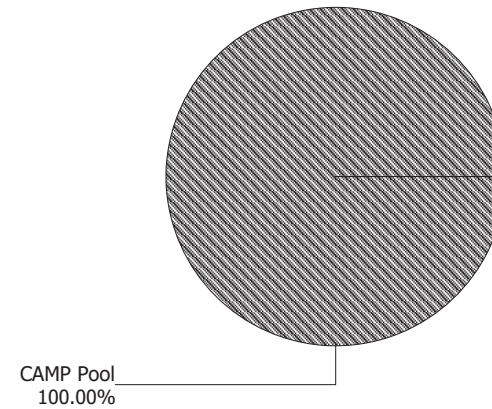
For the Month Ending **June 30, 2024**

City of Antioch - City of Antioch - 6090-001

| CAMP Pool | |
|-----------------------------|------------------------|
| Opening Market Value | 34,481,890.83 |
| Purchases | 153,481.82 |
| Redemptions | 0.00 |
| Unsettled Trades | 0.00 |
| Change in Value | 0.00 |
| Closing Market Value | \$34,635,372.65 |
| Cash Dividends and Income | 153,481.82 |

| Asset Summary | | |
|----------------------|------------------------|------------------------|
| | June 30, 2024 | May 31, 2024 |
| CAMP Pool | 34,635,372.65 | 34,481,890.83 |
| Total | \$34,635,372.65 | \$34,481,890.83 |

| Asset Allocation | |
|-------------------------|---------|
| CAMP Pool | 100.00% |





Account Statement

For the Month Ending **June 30, 2024**

City of Antioch - City of Antioch - 6090-001

| Trade Date | Settlement Date | Transaction Description | Share or Unit Price | Dollar Amount of Transaction | Total Shares Owned |
|------------------------|-----------------|-------------------------------------------------|---------------------|------------------------------|----------------------|
| CAMP Pool | | | | | |
| Opening Balance | | | | | 34,481,890.83 |
| 06/28/24 | 07/01/24 | Accrual Income Div Reinvestment - Distributions | 1.00 | 153,481.82 | 34,635,372.65 |
| Closing Balance | | | | | 34,635,372.65 |

| | Month of June | Fiscal YTD July-June |
|-----------------------------------|----------------------|----------------------|
| Opening Balance | 34,481,890.83 | 26,035,965.31 |
| Purchases | 153,481.82 | 8,599,407.34 |
| Redemptions (Excl. Checks) | 0.00 | 0.00 |
| Check Disbursements | 0.00 | 0.00 |
| Closing Balance | 34,635,372.65 | 34,635,372.65 |
| Cash Dividends and Income | 153,481.82 | 1,599,407.34 |

| | |
|-----------------------------------|---------------|
| Closing Balance | 34,635,372.65 |
| Average Monthly Balance | 34,497,239.01 |
| Monthly Distribution Yield | 5.43% |



Account Statement - Transaction Summary

For the Month Ending **June 30, 2024**

City of Antioch - Investment Portfolio - 6090-002

| CAMP Pool | |
|----------------------|----------------|
| Opening Market Value | 23,772.43 |
| Purchases | 7,621,862.33 |
| Redemptions | (7,605,666.81) |
| Unsettled Trades | 0.00 |
| Change in Value | 0.00 |

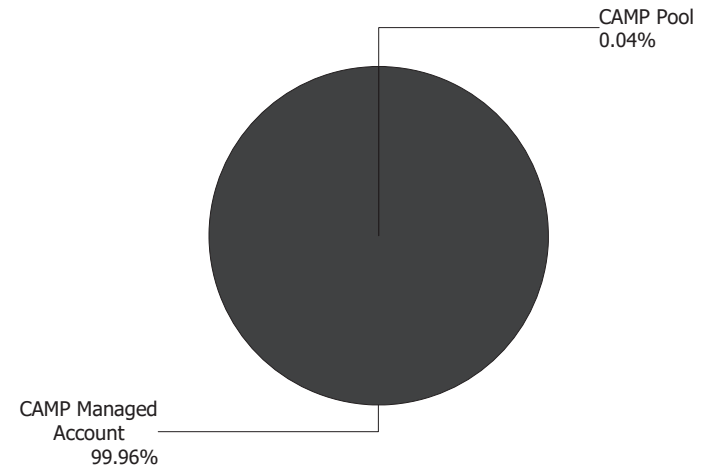
| | |
|-----------------------------|--------------------|
| Closing Market Value | \$39,967.95 |
| Cash Dividends and Income | 1,740.84 |

| CAMP Managed Account | |
|----------------------|----------------|
| Opening Market Value | 110,560,668.89 |
| Purchases | 7,579,878.47 |
| Redemptions | (7,258,915.63) |
| Unsettled Trades | 0.00 |
| Change in Value | 244,351.28 |

| | |
|-----------------------------|-------------------------|
| Closing Market Value | \$111,125,983.01 |
| Cash Dividends and Income | 281,835.07 |

| Asset Summary | | |
|-----------------------------|-------------------------|-------------------------|
| | June 30, 2024 | May 31, 2024 |
| CAMP Pool | 39,967.95 | 23,772.43 |
| CAMP Managed Account | 111,125,983.01 | 110,560,668.89 |
| Total | \$111,165,950.96 | \$110,584,441.32 |

| Asset Allocation | |
|------------------|--|
|------------------|--|





Managed Account Summary Statement

For the Month Ending **June 30, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

| Transaction Summary - Money Market | | Transaction Summary - Managed Account | | Account Total | |
|------------------------------------|--------------------|---------------------------------------|-------------------------|-----------------------------|-------------------------|
| Opening Market Value | \$23,772.43 | Opening Market Value | \$110,560,668.89 | Opening Market Value | \$110,584,441.32 |
| Purchases | 7,621,862.33 | Maturities/Calls | (1,043,610.45) | | |
| Redemptions | (7,605,666.81) | Principal Dispositions | (6,215,305.18) | | |
| | | Principal Acquisitions | 7,579,878.47 | | |
| | | Unsettled Trades | 0.00 | | |
| | | Change in Current Value | 244,351.28 | | |
| Closing Market Value | \$39,967.95 | Closing Market Value | \$111,125,983.01 | Closing Market Value | \$111,165,950.96 |
| Dividend | 1,740.84 | | | | |

| Earnings Reconciliation (Cash Basis) - Managed Account | | Cash Balance | |
|--------------------------------------------------------|---------------------|-----------------------------|---------------|
| Interest/Dividends/Coupons Received | 358,820.81 | Closing Cash Balance | \$0.00 |
| Less Purchased Interest Related to Interest/Coupons | (14,995.99) | | |
| Plus Net Realized Gains/Losses | (61,989.75) | | |
| Total Cash Basis Earnings | \$281,835.07 | | |

| Earnings Reconciliation (Accrual Basis) | Managed Account | Total | Cash Transactions Summary- Managed Account | |
|------------------------------------------------------|---------------------|---------------------|--------------------------------------------|----------------|
| Ending Amortized Value of Securities | 111,935,221.26 | 111,975,189.21 | Maturities/Calls | 597,451.40 |
| Ending Accrued Interest | 1,006,982.82 | 1,006,982.82 | Sale Proceeds | 6,273,362.98 |
| Plus Proceeds from Sales | 6,273,362.98 | 13,879,029.79 | Coupon/Interest/Dividend Income | 298,311.61 |
| Plus Proceeds of Maturities/Calls/Principal Payments | 1,046,061.85 | 1,046,061.85 | Principal Payments | 448,610.45 |
| Plus Coupons/Dividends Received | 298,311.61 | 298,311.61 | Security Purchases | (7,594,874.46) |
| Less Cost of New Purchases | (7,594,874.46) | (15,216,736.79) | Net Cash Contribution | (22,861.98) |
| Less Beginning Amortized Value of Securities | (111,678,755.75) | (111,702,528.18) | Reconciling Transactions | 0.00 |
| Less Beginning Accrued Interest | (966,167.22) | (966,167.22) | | |
| Dividends | 0.00 | 1,740.84 | | |
| Total Accrual Basis Earnings | \$320,143.09 | \$321,883.93 | | |



Portfolio Summary and Statistics

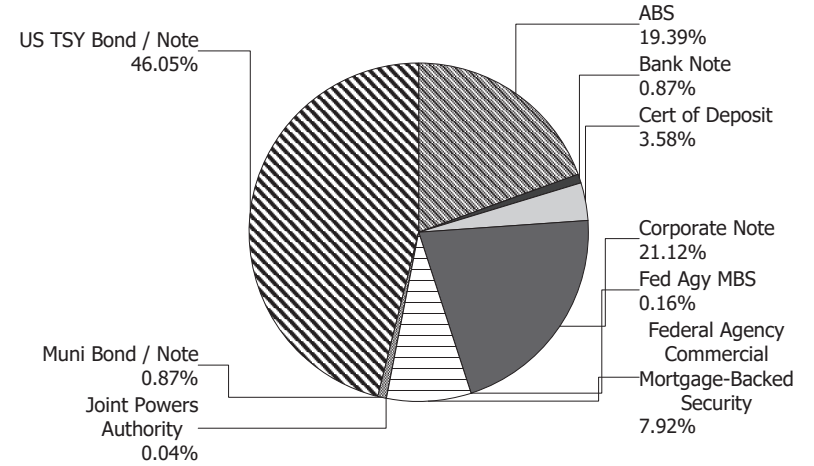
For the Month Ending **June 30, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

Account Summary

| Description | Par Value | Market Value | Percent |
|----------------------------------------------------|-----------------------|-----------------------|----------------|
| U.S. Treasury Bond / Note | 51,660,000.00 | 51,197,017.06 | 46.05 |
| Municipal Bond / Note | 1,005,000.00 | 968,171.40 | 0.87 |
| Federal Agency Mortgage-Backed Security | 186,986.71 | 176,906.03 | 0.16 |
| Federal Agency Commercial Mortgage-Backed Security | 9,194,924.20 | 8,805,927.54 | 7.92 |
| Corporate Note | 23,705,000.00 | 23,473,688.37 | 21.12 |
| Certificate of Deposit | 3,975,000.00 | 3,974,838.52 | 3.58 |
| Bank Note | 975,000.00 | 969,788.00 | 0.87 |
| Asset-Backed Security | 21,754,036.63 | 21,559,646.09 | 19.39 |
| Managed Account Sub-Total | 112,455,947.54 | 111,125,983.01 | 99.96% |
| Accrued Interest | | 1,006,982.82 | |
| Total Portfolio | 112,455,947.54 | 112,132,965.83 | |
| CAMP Pool | 39,967.95 | 39,967.95 | 0.04 |
| Total Investments | 112,495,915.49 | 112,172,933.78 | 100.00% |

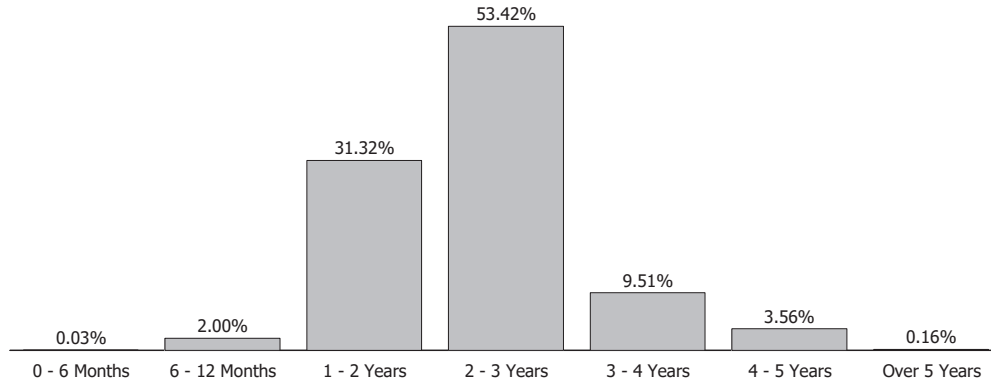
Sector Allocation



Unsettled Trades

0.00 0.00

Maturity Distribution



Characteristics

| | |
|-----------------------------------|-------|
| Yield to Maturity at Cost | 4.43% |
| Yield to Maturity at Market | 4.82% |
| Weighted Average Days to Maturity | 856 |



Managed Account Issuer Summary

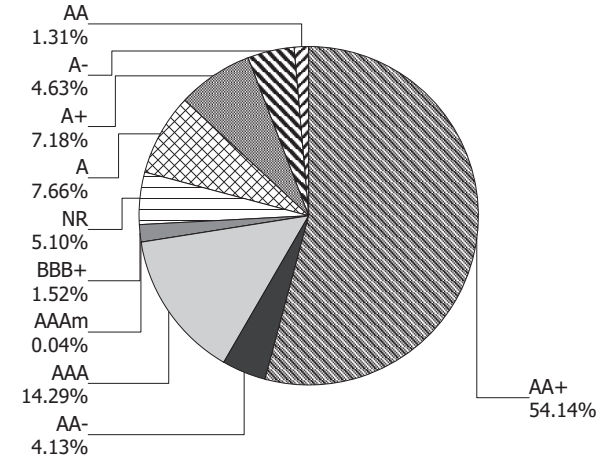
For the Month Ending **June 30, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

Issuer Summary

| Issuer | Market Value of Holdings | Percent |
|----------------------------------------|--------------------------|---------|
| ADOBE INC | 335,090.45 | 0.30 |
| ALLY AUTO RECEIVABLES TRUST | 1,206,850.33 | 1.09 |
| AMERICAN EXPRESS CO | 1,758,635.39 | 1.58 |
| AMERICAN HONDA FINANCE | 802,375.05 | 0.72 |
| ANZ BANKING GROUP LTD | 817,202.90 | 0.74 |
| ASTRAZENECA PLC | 403,920.68 | 0.36 |
| BANK OF AMERICA CO | 1,353,925.22 | 1.22 |
| BMW FINANCIAL SERVICES NA LLC | 846,991.15 | 0.76 |
| BMW VEHICLE OWNER TRUST | 833,584.51 | 0.75 |
| BP PLC | 598,825.80 | 0.54 |
| BRISTOL-MYERS SQUIBB CO | 394,996.42 | 0.36 |
| CAMP Pool | 39,967.95 | 0.04 |
| CAPITAL ONE FINANCIAL CORP | 1,336,504.70 | 1.20 |
| CARMAX AUTO OWNER TRUST | 1,631,557.07 | 1.47 |
| CATERPILLAR INC | 789,605.60 | 0.71 |
| CHASE ISSURANCE | 1,572,576.07 | 1.41 |
| CINTAS CORPORATION NO. 2 | 344,396.15 | 0.31 |
| CISCO SYSTEMS INC | 668,158.84 | 0.60 |
| CITIGROUP INC | 438,356.70 | 0.39 |
| CREDIT AGRICOLE SA | 824,548.73 | 0.74 |
| DEERE & COMPANY | 823,170.15 | 0.74 |
| DISCOVER FINANCIAL SERVICES | 1,871,201.62 | 1.68 |
| ELI LILLY & CO | 549,218.01 | 0.49 |
| FANNIE MAE | 1,047,850.24 | 0.94 |
| FIFTH THIRD AUTO TRUST | 561,169.78 | 0.50 |
| FLORIDA STATE BOARD OF ADMIN FIN CORP | 777,543.30 | 0.70 |
| FORD CREDIT AUTO OWNER TRUST | 1,689,068.98 | 1.52 |
| FREDDIE MAC | 7,934,983.33 | 7.14 |
| GM FINANCIAL CONSUMER AUTOMOBILE TRUST | 1,147,695.08 | 1.03 |
| GOLDMAN SACHS GROUP INC | 830,523.30 | 0.75 |
| HARLEY-DAVIDSON MOTORCYCLE TRUST | 633,991.98 | 0.57 |
| HOME DEPOT INC | 478,686.39 | 0.43 |

Credit Quality (S&P Ratings)





Managed Account Issuer Summary

For the Month Ending **June 30, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

| Issuer | Market Value of Holdings | Percent |
|------------------------------------------|-------------------------------------|----------------|
| HONDA AUTO RECEIVABLES | 453,835.24 | 0.41 |
| HORMEL FOODS CORP | 233,606.22 | 0.21 |
| HUNTINGTON BANCSHARES INC/OH | 319,078.78 | 0.29 |
| HYUNDAI AUTO RECEIVABLES | 1,143,402.88 | 1.03 |
| KUBOTA CREDIT OWNER TRUST | 1,956,361.72 | 1.76 |
| LINDE PLC | 521,403.23 | 0.47 |
| MERCEDES-BENZ AUTO RECEIVABLES | 862,484.58 | 0.78 |
| Mercedes-Benz Group AG | 822,919.58 | 0.74 |
| MORGAN STANLEY | 1,347,599.35 | 1.21 |
| NATIONAL AUSTRALIA BANK LTD | 1,465,908.22 | 1.32 |
| NATIONAL RURAL UTILITIES CO FINANCE CORP | 841,119.58 | 0.76 |
| NESTLE SA | 401,266.00 | 0.36 |
| NEW JERSEY TURNPIKE AUTHORITY | 190,628.10 | 0.17 |
| NISSAN AUTO RECEIVABLES | 986,918.40 | 0.89 |
| NORDEA BANK ABP | 1,050,249.90 | 0.94 |
| PACCAR FINANCIAL CORP | 600,496.71 | 0.54 |
| PEPSICO INC | 789,688.61 | 0.71 |
| PNC FINANCIAL SERVICES GROUP | 759,647.48 | 0.68 |
| RABOBANK NEDERLAND | 1,046,098.20 | 0.94 |
| ROCHE HOLDINGS INC | 678,620.03 | 0.61 |
| STATE STREET CORPORATION | 1,445,072.55 | 1.30 |
| TEXAS INSTRUMENTS INC | 481,466.29 | 0.43 |
| THE BANK OF NEW YORK MELLON CORPORATION | 519,135.23 | 0.47 |
| TORONTO-DOMINION BANK | 1,053,941.69 | 0.95 |
| TOYOTA MOTOR CORP | 2,254,581.60 | 2.03 |
| TRUIST FIN CORP | 776,775.31 | 0.70 |
| UNITED STATES TREASURY | 51,197,017.06 | 46.06 |
| UNITEDHEALTH GROUP INC | 179,706.06 | 0.16 |
| VOLKSWAGEN AUTO LEASE TURST | 51,278.08 | 0.05 |
| WELLS FARGO & COMPANY | 1,256,716.05 | 1.13 |
| WORLD OMNI AUTO REC TRUST | 135,756.36 | 0.12 |
| Total | \$111,165,950.96 | 100.00% |



Managed Account Detail of Securities Held

For the Month Ending **June 30, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

| Security Type/Description Dated Date/Coupon/Maturity | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|-----------------------------------------------------------|-----------|--------------|---------------|-------------------|---------------|----------------|------------------|----------------|---------------------|-------------------|-----------------|
| U.S. Treasury Bond / Note | | | | | | | | | | | |
| US TREASURY NOTES DTD 11/15/2022 4.500% 11/15/2025 | 91282CFW6 | 2,000,000.00 | AA+ | Aaa | 12/16/22 | 12/16/22 | 2,027,500.00 | 3.99 | 11,494.57 | 2,012,962.44 | 1,987,500.00 |
| US TREASURY NOTES DTD 01/15/2023 3.875% 01/15/2026 | 91282CGE5 | 4,650,000.00 | AA+ | Aaa | 01/30/23 | 02/01/23 | 4,639,283.20 | 3.96 | 83,163.46 | 4,644,408.19 | 4,580,250.00 |
| US TREASURY N/B NOTES DTD 01/31/2024 4.250% 01/31/2026 | 91282CJV4 | 1,175,000.00 | AA+ | Aaa | 02/14/24 | 02/20/24 | 1,167,748.05 | 4.59 | 20,853.02 | 1,169,052.06 | 1,163,800.84 |
| US TREASURY NOTES DTD 02/15/2023 4.000% 02/15/2026 | 91282CGL9 | 2,700,000.00 | AA+ | Aaa | 03/02/23 | 03/03/23 | 2,652,750.00 | 4.64 | 40,648.35 | 2,674,012.50 | 2,663,296.74 |
| US TREASURY N/B NOTES DTD 03/31/2024 4.500% 03/31/2026 | 91282CKH3 | 1,100,000.00 | AA+ | Aaa | 04/11/24 | 04/16/24 | 1,090,804.69 | 4.95 | 12,442.62 | 1,091,739.50 | 1,094,156.25 |
| US TREASURY NOTES DTD 04/15/2023 3.750% 04/15/2026 | 91282CGV7 | 2,550,000.00 | AA+ | Aaa | 05/01/23 | 05/03/23 | 2,544,123.05 | 3.83 | 20,117.83 | 2,546,440.03 | 2,504,179.56 |
| US TREASURY NOTES DTD 05/15/2023 3.625% 05/15/2026 | 91282CHB0 | 4,350,000.00 | AA+ | Aaa | 06/01/23 | 06/05/23 | 4,307,349.61 | 3.98 | 20,139.44 | 4,322,902.12 | 4,260,960.72 |
| US TREASURY NOTES DTD 06/15/2023 4.125% 06/15/2026 | 91282CHH7 | 2,150,000.00 | AA+ | Aaa | 06/29/23 | 06/29/23 | 2,129,003.91 | 4.48 | 3,877.05 | 2,136,144.91 | 2,125,140.63 |
| US TREASURY NOTES DTD 07/15/2023 4.500% 07/15/2026 | 91282CHM6 | 3,025,000.00 | AA+ | Aaa | 08/01/23 | 08/03/23 | 3,020,155.28 | 4.56 | 62,826.92 | 3,021,653.23 | 3,011,765.63 |
| US TREASURY NOTES DTD 08/15/2023 4.375% 08/15/2026 | 91282CHU8 | 2,250,000.00 | AA+ | Aaa | 09/06/23 | 09/11/23 | 2,228,554.69 | 4.73 | 37,049.28 | 2,234,452.65 | 2,235,234.38 |
| US TREASURY NOTES DTD 08/15/2023 4.375% 08/15/2026 | 91282CHU8 | 3,250,000.00 | AA+ | Aaa | 12/07/23 | 12/11/23 | 3,251,523.44 | 4.35 | 53,515.62 | 3,251,207.22 | 3,228,671.87 |
| US TREASURY N/B NOTES DTD 11/15/2023 4.625% 11/15/2026 | 91282CJK8 | 5,000,000.00 | AA+ | Aaa | 12/04/23 | 12/05/23 | 5,034,960.94 | 4.37 | 29,534.65 | 5,028,505.54 | 4,998,437.50 |
| US TREASURY N/B NOTES DTD 12/15/2023 4.375% 12/15/2026 | 91282CJP7 | 4,100,000.00 | AA+ | Aaa | 01/03/24 | 01/05/24 | 4,131,710.94 | 4.09 | 7,841.53 | 4,126,727.26 | 4,076,937.50 |
| US TREASURY N/B NOTES DTD 01/15/2024 4.000% 01/15/2027 | 91282CJT9 | 1,425,000.00 | AA+ | Aaa | 02/08/24 | 02/09/24 | 1,415,704.10 | 4.24 | 26,307.69 | 1,416,884.62 | 1,404,293.04 |



Managed Account Detail of Securities Held

For the Month Ending **June 30, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

| Security Type/Description Dated Date/Coupon/Maturity | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|--------------------------------------------------------------------------|-----------|----------------------|---------------|-------------------|---------------|----------------|----------------------|----------------|---------------------|----------------------|----------------------|
| U.S. Treasury Bond / Note | | | | | | | | | | | |
| US TREASURY N/B NOTES DTD 01/15/2024 4.000% 01/15/2027 | 91282CJT9 | 1,625,000.00 | AA+ | Aaa | 02/02/24 | 02/06/24 | 1,617,446.29 | 4.17 | 30,000.00 | 1,618,423.80 | 1,601,386.80 |
| US TREASURY N/B NOTES DTD 02/15/2024 4.125% 02/15/2027 | 91282CKA8 | 525,000.00 | AA+ | Aaa | 03/15/24 | 03/19/24 | 519,503.91 | 4.51 | 8,150.84 | 520,012.61 | 519,011.75 |
| US TREASURY N/B NOTES DTD 02/15/2024 4.125% 02/15/2027 | 91282CKA8 | 1,500,000.00 | AA+ | Aaa | 03/11/24 | 03/12/24 | 1,493,144.53 | 4.29 | 23,288.12 | 1,493,819.26 | 1,482,890.70 |
| US TREASURY N/B NOTES DTD 03/15/2024 4.250% 03/15/2027 | 91282CKE0 | 2,250,000.00 | AA+ | Aaa | 04/02/24 | 04/04/24 | 2,233,740.23 | 4.51 | 28,063.86 | 2,234,981.94 | 2,232,070.20 |
| US TREASURY N/B NOTES DTD 04/15/2024 4.500% 04/15/2027 | 91282CKJ9 | 2,710,000.00 | AA+ | Aaa | 05/09/24 | 05/10/24 | 2,698,143.75 | 4.66 | 25,656.15 | 2,698,682.16 | 2,706,189.20 |
| US TREASURY N/B NOTES DTD 05/15/2024 4.500% 05/15/2027 | 91282CKR1 | 525,000.00 | AA+ | Aaa | 06/10/24 | 06/12/24 | 522,518.55 | 4.67 | 3,017.32 | 522,559.52 | 524,343.75 |
| US TREASURY N/B NOTES DTD 05/15/2024 4.500% 05/15/2027 | 91282CKR1 | 2,800,000.00 | AA+ | Aaa | 06/07/24 | 06/10/24 | 2,788,515.63 | 4.65 | 16,092.39 | 2,788,724.89 | 2,796,500.00 |
| Security Type Sub-Total | | 51,660,000.00 | | | | | 51,514,184.79 | 4.33 | 564,080.71 | 51,554,296.45 | 51,197,017.06 |
| Municipal Bond / Note | | | | | | | | | | | |
| NJ TURNPIKE AUTHORITY TXBL REV BONDS DTD 02/04/2021 0.897% 01/01/2025 | 646140DN0 | 195,000.00 | AA- | A1 | 01/22/21 | 02/04/21 | 195,000.00 | 0.90 | 874.58 | 195,000.00 | 190,628.10 |
| FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025 | 341271AD6 | 235,000.00 | AA | Aa3 | 09/03/20 | 09/16/20 | 235,000.00 | 1.26 | 1,478.15 | 235,000.00 | 225,583.55 |
| FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025 | 341271AD6 | 575,000.00 | AA | Aa3 | 11/21/22 | 11/23/22 | 519,690.75 | 5.26 | 3,616.75 | 553,771.95 | 551,959.75 |
| Security Type Sub-Total | | 1,005,000.00 | | | | | 949,690.75 | 3.47 | 5,969.48 | 983,771.95 | 968,171.40 |
| Federal Agency Mortgage-Backed Security | | | | | | | | | | | |
| FN BM4614 DTD 10/01/2018 3.000% 03/01/2033 | 3140J9DU2 | 186,986.71 | AA+ | Aaa | 08/03/21 | 08/17/21 | 199,257.70 | 2.35 | 467.47 | 196,203.06 | 176,906.03 |



Managed Account Detail of Securities Held

For the Month Ending **June 30, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

| Security Type/Description Dated Date/Coupon/Maturity | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|--------------------------------------------------------------------|-----------|-------------------|---------------|-------------------|---------------|----------------|-------------------|----------------|---------------------|-------------------|-------------------|
| Security Type Sub-Total | | 186,986.71 | | | | | 199,257.70 | 2.35 | 467.47 | 196,203.06 | 176,906.03 |
| Federal Agency Commercial Mortgage-Backed Security | | | | | | | | | | | |
| FHMS K053 A2 DTD 03/29/2016 2.995% 12/01/2025 | 3137BN6G4 | 550,000.00 | AA+ | Aaa | 08/04/22 | 08/09/22 | 543,662.11 | 3.36 | 1,372.71 | 547,286.75 | 533,524.32 |
| FHMS K054 A2 DTD 04/20/2016 2.745% 01/01/2026 | 3137BNGT5 | 1,125,000.00 | AA+ | Aaa | 05/11/23 | 05/16/23 | 1,087,470.70 | 4.09 | 2,573.44 | 1,103,560.26 | 1,085,517.65 |
| FNA 2016-M3 A2 DTD 03/31/2016 2.702% 02/01/2026 | 3136ARTE8 | 276,231.34 | AA+ | Aaa | 08/31/22 | 09/06/22 | 266,876.17 | 3.76 | 621.98 | 271,869.60 | 265,692.48 |
| FHMS K057 A2 DTD 09/28/2016 2.570% 07/01/2026 | 3137BRQJ7 | 575,000.00 | AA+ | Aaa | 03/02/23 | 03/07/23 | 534,705.08 | 4.86 | 1,231.46 | 550,729.96 | 549,028.48 |
| FHMS K057 A2 DTD 09/28/2016 2.570% 07/01/2026 | 3137BRQJ7 | 575,000.00 | AA+ | Aaa | 05/18/23 | 05/23/23 | 546,744.14 | 4.26 | 1,231.46 | 556,826.63 | 549,028.48 |
| FHMS K058 A2 DTD 11/09/2016 2.653% 08/01/2026 | 3137BSP72 | 855,000.00 | AA+ | Aaa | 04/06/23 | 04/12/23 | 818,996.48 | 4.02 | 1,890.26 | 832,300.18 | 814,403.12 |
| FNA 2016-M12 A2 DTD 11/30/2016 2.525% 09/01/2026 | 3136AUKX8 | 637,014.13 | AA+ | Aaa | 12/11/23 | 12/14/23 | 598,270.74 | 4.92 | 1,340.47 | 605,692.10 | 605,251.73 |
| FHMS K061 A2 DTD 01/30/2017 3.347% 11/01/2026 | 3137BTUM1 | 493,415.92 | AA+ | Aaa | 11/27/23 | 11/30/23 | 470,152.14 | 5.09 | 1,376.22 | 474,817.98 | 475,603.73 |
| FHMS K062 A2 DTD 02/01/2017 3.413% 12/01/2026 | 3137BUX60 | 500,000.00 | AA+ | Aaa | 12/06/23 | 12/11/23 | 481,406.25 | 4.76 | 1,422.08 | 484,881.88 | 481,821.37 |
| FHMS K063 A2 DTD 03/01/2017 3.430% 01/01/2027 | 3137BVZ82 | 500,000.00 | AA+ | Aaa | 12/06/23 | 12/11/23 | 481,503.91 | 4.73 | 1,429.17 | 484,865.33 | 481,954.66 |
| FHLMC MULTIFAMILY STRUCTURED P DTD 07/01/2017 3.243% 04/01/2027 | 3137F1G44 | 575,000.00 | AA+ | Aaa | 11/22/23 | 11/28/23 | 543,172.85 | 5.05 | 1,553.94 | 548,807.82 | 549,839.29 |
| FHMS K067 A2 DTD 09/28/2017 3.194% 07/01/2027 | 3137FAWS3 | 575,000.00 | AA+ | Aaa | 06/24/24 | 06/27/24 | 548,585.94 | 4.84 | 1,530.46 | 548,682.08 | 547,353.05 |
| FHMS K068 A2 DTD 10/27/2017 3.244% 08/01/2027 | 3137FBBX3 | 575,000.00 | AA+ | Aaa | 06/17/24 | 06/21/24 | 548,541.02 | 4.84 | 1,554.42 | 548,773.93 | 547,821.84 |
| FHMS K069 A2 DTD 11/20/2017 3.187% 09/01/2027 | 3137FBU79 | 575,000.00 | AA+ | Aaa | 06/17/24 | 06/21/24 | 547,193.36 | 4.82 | 1,527.10 | 547,417.19 | 546,574.03 |



Managed Account Detail of Securities Held

For the Month Ending **June 30, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

| Security Type/Description Dated Date/Coupon/Maturity | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|-----------------------------------------------------------------------|-----------|------------|---------------|-------------------|---------------|----------------|------------------|----------------|---------------------|-------------------|-----------------|
| Federal Agency Commercial Mortgage-Backed Security | | | | | | | | | | | |
| FHMS KJ28 A2 DTD 02/27/2020 2.308% 10/01/2027 | 3137FREE7 | 542,035.29 | AA+ | Aaa | 12/06/23 | 12/11/23 | 508,136.92 | 4.08 | 1,042.51 | 512,770.12 | 512,492.10 |
| FHLMC MULTIFAMILY STRUCTURED POOL DTD 02/01/2018 3.350% 09/01/2028 | 3137FETM2 | 266,227.52 | AA+ | Aaa | 12/08/22 | 12/13/22 | 258,219.90 | 3.94 | 743.22 | 260,389.51 | 260,021.21 |

| | | | | | | | | | | | |
|--------------------------------|--|---------------------|--|--|--|--|---------------------|-------------|------------------|---------------------|---------------------|
| Security Type Sub-Total | | 9,194,924.20 | | | | | 8,783,637.71 | 4.46 | 22,440.90 | 8,879,671.32 | 8,805,927.54 |
|--------------------------------|--|---------------------|--|--|--|--|---------------------|-------------|------------------|---------------------|---------------------|

| | | | | | | | | | | | |
|----------------------------------------------------------------------------------|-----------|------------|-----|------|----------|----------|------------|------|----------|------------|------------|
| Corporate Note | | | | | | | | | | | |
| CINTAS CORPORATION NO. 2 CORP NOTE (CALL) DTD 05/03/2022 3.450% 05/01/2025 | 17252MAP5 | 145,000.00 | A- | A3 | 05/02/22 | 05/04/22 | 144,575.15 | 3.55 | 833.75 | 144,881.83 | 142,678.40 |
| CINTAS CORPORATION NO. 2 CORP NOTE (CALL) DTD 05/03/2022 3.450% 05/01/2025 | 17252MAP5 | 205,000.00 | A- | A3 | 04/26/22 | 05/03/22 | 204,954.90 | 3.46 | 1,178.75 | 204,987.47 | 201,717.75 |
| TRUIST FINANCIAL CORP NOTES (CALLABLE) DTD 06/05/2018 3.700% 06/05/2025 | 05531FBE2 | 475,000.00 | A- | Baa1 | 02/07/22 | 02/09/22 | 499,358.00 | 2.09 | 1,269.31 | 481,352.47 | 466,761.13 |
| NATIONAL AUSTRALIA BK/NY CORPORATE NOTES DTD 06/09/2022 3.500% 06/09/2025 | 63254ABD9 | 565,000.00 | AA- | Aa2 | 05/31/22 | 06/09/22 | 565,000.00 | 3.50 | 1,208.47 | 565,000.00 | 555,382.57 |
| NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 05/04/2022 3.450% 06/15/2025 | 63743HFE7 | 65,000.00 | A- | A2 | 05/02/22 | 05/04/22 | 64,691.90 | 3.61 | 99.67 | 64,905.51 | 63,734.19 |
| NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 05/04/2022 3.450% 06/15/2025 | 63743HFE7 | 85,000.00 | A- | A2 | 04/27/22 | 05/04/22 | 84,977.05 | 3.46 | 130.33 | 84,992.96 | 83,344.71 |
| NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 05/04/2022 3.450% 06/15/2025 | 63743HFE7 | 100,000.00 | A- | A2 | 05/03/22 | 05/05/22 | 99,532.00 | 3.61 | 153.33 | 99,856.35 | 98,052.60 |
| MORGAN STANLEY CORP NOTES DTD 07/23/2015 4.000% 07/23/2025 | 6174468C6 | 225,000.00 | A- | A1 | 06/22/22 | 06/24/22 | 224,581.50 | 4.06 | 3,950.00 | 224,856.04 | 221,675.85 |



Managed Account Detail of Securities Held

For the Month Ending **June 30, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

| Security Type/Description | S&P | Moody's | Trade | Settle | Original | YTM | Accrued | Amortized | Market | | |
|---------------------------------------------------------------------------------|----------------|----------------|---------------|---------------|-----------------|----------------|-----------------|------------------|---------------|------------|------------|
| Dated Date/Coupon/Maturity | Par | Rating | Rating | Date | Date | at Cost | Interest | Cost | Value | | |
| CUSIP | | | | | | | | | | | |
| Corporate Note | | | | | | | | | | | |
| BMW US CAPITAL LLC CORPORATE NOTES DTD 08/11/2023 5.300% 08/11/2025 | 05565ECC7 | 300,000.00 | A | A2 | 08/08/23 | 08/11/23 | 299,982.00 | 5.30 | 6,183.33 | 299,990.00 | 299,649.30 |
| AMERICAN HONDA FINANCE CORPORATE NOTES DTD 10/04/2023 5.800% 10/03/2025 | 02665WEO0 | 375,000.00 | A- | A3 | 11/22/23 | 11/27/23 | 377,527.50 | 5.41 | 5,316.67 | 376,744.38 | 376,994.25 |
| UNITEDHEALTH GROUP INC CORPORATE NOTES DTD 10/28/2022 5.150% 10/15/2025 | 91324PEN8 | 180,000.00 | A+ | A2 | 10/25/22 | 10/28/22 | 179,983.80 | 5.15 | 1,957.00 | 179,992.95 | 179,706.06 |
| PNC FINANCIAL SERVICES CORP NOTE (CALLAB DTD 10/28/2022 5.671% 10/28/2025 | 693475BH7 | 345,000.00 | A- | A3 | 10/25/22 | 10/28/22 | 345,000.00 | 5.67 | 3,423.87 | 345,000.00 | 343,742.48 |
| BRISTOL-MYERS SQUIBB CO CORPORATE NOTES DTD 11/13/2020 0.750% 11/13/2025 | 110122DN5 | 250,000.00 | A | A2 | 02/22/22 | 02/24/22 | 236,870.00 | 2.23 | 250.00 | 245,165.68 | 235,090.50 |
| LINDE INC/CT CORPORATE NOTES (CALLABLE) DTD 12/05/2022 4.700% 12/05/2025 | 53522KAB9 | 525,000.00 | A | A2 | 11/28/22 | 12/05/22 | 524,433.00 | 4.74 | 1,782.08 | 524,729.95 | 521,403.23 |
| AUST & NZ BANKING GRP NY CORPORATE NOTES DTD 12/08/2022 5.088% 12/08/2025 | 05254JAA8 | 445,000.00 | AA- | Aa2 | 11/29/22 | 12/08/22 | 445,000.00 | 5.09 | 1,446.55 | 445,000.00 | 444,611.52 |
| TOYOTA MOTOR CREDIT CORP CORPORATE NOTES DTD 01/05/2024 4.800% 01/05/2026 | 89236TLJ2 | 375,000.00 | A+ | A1 | 01/02/24 | 01/05/24 | 374,711.25 | 4.84 | 8,800.00 | 374,779.32 | 373,118.63 |
| CITIGROUP INC CORPORATE NOTES DTD 01/12/2016 3.700% 01/12/2026 | 172967KG5 | 450,000.00 | BBB+ | A3 | 04/27/23 | 05/01/23 | 438,070.50 | 4.76 | 7,816.25 | 443,231.49 | 438,356.70 |
| NATIONAL AUSTRALIA BK/NY CORPORATE NOTES DTD 01/12/2023 4.966% 01/12/2026 | 63253OAA2 | 915,000.00 | AA- | Aa2 | 01/04/23 | 01/12/23 | 915,000.00 | 4.97 | 21,331.04 | 915,000.00 | 910,525.65 |



Managed Account Detail of Securities Held

For the Month Ending **June 30, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

| Security Type/Description | S&P | Moody's | Trade | Settle | Original | YTM | Accrued | Amortized | Market | | |
|---------------------------------------------------------------------------------|----------------|----------------|---------------|---------------|-----------------|-------------|----------------|------------------|---------------|------------|------------|
| Dated Date/Coupon/Maturity | Par | Rating | Rating | Date | Date | Cost | at Cost | Cost | Value | | |
| CUSIP | | | | | | | | | | | |
| Corporate Note | | | | | | | | | | | |
| STATE STREET CORP (CALLABLE) CORPORATE N DTD 02/07/2022 1.746% 02/06/2026 | 857477BR3 | 225,000.00 | A | A1 | 02/02/22 | 02/07/22 | 225,000.00 | 1.75 | 1,582.31 | 225,000.00 | 219,525.53 |
| PEPSICO INC CORP NOTES (CALLABLE) DTD 02/15/2023 4.550% 02/13/2026 | 713448FO6 | 795,000.00 | A+ | A1 | 02/13/23 | 02/15/23 | 794,538.90 | 4.57 | 13,866.13 | 794,750.48 | 789,688.61 |
| MORGAN STANLEY CORP NOTES (CALLABLE) DTD 02/18/2022 2.630% 02/18/2026 | 61747YEM3 | 585,000.00 | A- | A1 | 02/16/22 | 02/18/22 | 585,000.00 | 2.63 | 5,684.09 | 585,000.00 | 572,040.50 |
| NATIONAL RURAL UTIL COOP CORP NOTES (CAL DTD 02/09/2023 4.450% 03/13/2026 | 63743HFH0 | 275,000.00 | A- | A2 | 02/03/23 | 02/09/23 | 273,979.75 | 4.58 | 3,671.25 | 274,439.22 | 271,037.80 |
| NESTLE HOLDINGS INC CORPORATE NOTES DTD 03/14/2023 5.250% 03/13/2026 | 641062BK9 | 400,000.00 | AA- | Aa3 | 03/07/23 | 03/14/23 | 399,868.00 | 5.26 | 6,300.00 | 399,925.26 | 401,266.00 |
| STATE STREET CORP NOTES (CALLABLE) DTD 10/29/2020 2.901% 03/30/2026 | 857477BM4 | 510,000.00 | A | A1 | 02/17/22 | 02/22/22 | 520,266.30 | 2.38 | 3,739.87 | 512,466.81 | 498,705.54 |
| BANK OF AMERICA CORP NOTES DTD 04/19/2016 3.500% 04/19/2026 | 06051GFX2 | 425,000.00 | A- | A1 | 05/10/23 | 05/12/23 | 412,288.25 | 4.60 | 2,975.00 | 417,216.57 | 411,796.95 |
| WELLS FARGO & CO CORP NOTES DTD 04/22/2016 3.000% 04/22/2026 | 949746RW3 | 450,000.00 | BBB+ | A1 | 03/28/23 | 03/30/23 | 423,396.00 | 5.11 | 2,587.50 | 434,308.63 | 431,364.60 |
| CATERPILLAR FINL SERVICE CORPORATE NOTES DTD 05/15/2023 4.350% 05/15/2026 | 14913UAA8 | 800,000.00 | A | A2 | 05/08/23 | 05/15/23 | 799,624.00 | 4.37 | 4,446.67 | 799,765.69 | 789,605.60 |
| TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 05/18/2023 4.450% 05/18/2026 | 89236TKT1 | 250,000.00 | A+ | A1 | 05/16/23 | 05/18/23 | 250,097.50 | 4.44 | 1,328.82 | 250,061.03 | 246,804.00 |
| AMERICAN HONDA FINANCE CORPORATE NOTES DTD 07/07/2023 5.250% 07/07/2026 | 02665WEK3 | 100,000.00 | A- | A3 | 07/21/23 | 07/25/23 | 100,504.00 | 5.06 | 2,537.50 | 100,344.10 | 100,089.60 |



Managed Account Detail of Securities Held

For the Month Ending **June 30, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

| Security Type/Description Dated Date/Coupon/Maturity | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|-------------------------------------------------------------------------------|--------------|------------|-----------------------|-----------------------|-------------------|--------------------|----------------------|--------------------|-------------------------|-----------------------|---------------------|
| Corporate Note | | | | | | | | | | | |
| AMERICAN HONDA FINANCE CORPORATE NOTES DTD 07/07/2023 5.250% 07/07/2026 | 02665WEK3 | 140,000.00 | A- | A3 | 07/06/23 | 07/10/23 | 139,102.60 | 5.49 | 3,552.50 | 139,395.71 | 140,125.44 |
| AMERICAN HONDA FINANCE CORPORATE NOTES DTD 07/07/2023 5.250% 07/07/2026 | 02665WEK3 | 185,000.00 | A- | A3 | 07/05/23 | 07/07/23 | 184,772.45 | 5.29 | 4,694.38 | 184,847.19 | 185,165.76 |
| BANK OF NEW YORK MELLON CORP NOTES (CALL) DTD 07/26/2022 4.414% 07/24/2026 | 06406RBJ5 | 165,000.00 | A | A1 | 07/19/22 | 07/26/22 | 165,000.00 | 4.41 | 3,176.24 | 165,000.00 | 163,156.79 |
| BANK OF NEW YORK MELLON CORP NOTES (CALL) DTD 07/26/2022 4.414% 07/24/2026 | 06406RBJ5 | 360,000.00 | A | A1 | 07/20/22 | 07/26/22 | 361,173.60 | 4.32 | 6,929.98 | 360,416.23 | 355,978.44 |
| TRUIST FIN CORP NOTES (CALLABLE) DTD 07/28/2022 4.260% 07/28/2026 | 89788MAH5 | 140,000.00 | A- | Baa1 | 07/25/22 | 07/28/22 | 140,000.00 | 4.26 | 2,534.70 | 140,000.00 | 137,784.08 |
| TRUIST FIN CORP NOTES (CALLABLE) DTD 07/28/2022 4.260% 07/28/2026 | 89788MAH5 | 175,000.00 | A- | Baa1 | 07/26/22 | 07/28/22 | 175,175.00 | 4.23 | 3,168.38 | 175,062.59 | 172,230.10 |
| STATE STREET CORP NOTES (CALLABLE) DTD 08/03/2023 5.272% 08/03/2026 | 857477CD3 | 300,000.00 | A | A1 | 07/31/23 | 08/03/23 | 300,000.00 | 5.27 | 6,502.13 | 300,000.00 | 300,014.40 |
| MERCEDES-BENZ FIN NA CORPORATE NOTES DTD 08/03/2023 5.200% 08/03/2026 | 58769JAK3 | 450,000.00 | A | A2 | 08/21/23 | 08/23/23 | 447,250.50 | 5.43 | 9,620.00 | 448,050.31 | 449,986.95 |
| PACCAR FINANCIAL CORP CORPORATE NOTES DTD 08/10/2023 5.050% 08/10/2026 | 69371RS56 | 325,000.00 | A+ | A1 | 08/03/23 | 08/10/23 | 324,837.50 | 5.07 | 6,428.23 | 324,885.83 | 324,957.43 |
| BANK OF AMERICA NA CORPORATE NOTES DTD 08/18/2023 5.526% 08/18/2026 | 06428CAA2 | 550,000.00 | A+ | Aa1 | 08/14/23 | 08/18/23 | 550,000.00 | 5.53 | 11,228.53 | 550,000.00 | 553,443.55 |
| HOME DEPOT INC CORPORATE NOTES DTD 12/04/2023 4.950% 09/30/2026 | 437076CV2 | 235,000.00 | A | A2 | 11/27/23 | 12/04/23 | 234,485.35 | 5.03 | 2,940.44 | 234,584.31 | 234,370.67 |
| STATE STREET CORP NOTES (CALLABLE) DTD 11/04/2022 5.751% 11/04/2026 | 857477BX0 | 425,000.00 | A | A1 | 11/03/22 | 11/07/22 | 424,409.25 | 5.79 | 3,869.94 | 424,653.17 | 426,827.08 |



Managed Account Detail of Securities Held

For the Month Ending **June 30, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

| Security Type/Description Dated Date/Coupon/Maturity | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|---------------------------------------------------------------------------------|-----------|------------|---------------|-------------------|---------------|----------------|------------------|----------------|---------------------|-------------------|-----------------|
| Corporate Note | | | | | | | | | | | |
| AMERICAN EXPRESS CO (CALLABLE) CORPORATE DTD 11/04/2021 1.650% 11/04/2026 | 025816CM9 | 425,000.00 | BBB+ | A2 | 06/18/24 | 06/21/24 | 391,102.00 | 5.27 | 1,110.31 | 391,493.43 | 390,806.20 |
| ROCHE HOLDINGS INC CORP NOTE (CALLABLE) DTD 11/13/2023 5.265% 11/13/2026 | 771196CE0 | 675,000.00 | AA | Aa2 | 11/22/23 | 11/27/23 | 678,118.50 | 5.10 | 4,738.50 | 677,510.40 | 678,620.03 |
| GOLDMAN SACHS GROUP INC CORP NOTES (CALL DTD 11/16/2016 3.500% 11/16/2026 | 38145GAH3 | 450,000.00 | BBB+ | A2 | 08/07/23 | 08/09/23 | 424,597.50 | 5.40 | 1,968.75 | 431,548.64 | 431,360.10 |
| WELLS FARGO CORP NOTES (CALLABLE) DTD 12/11/2023 5.254% 12/11/2026 | 94988J6F9 | 825,000.00 | A+ | Aa2 | 12/04/23 | 12/11/23 | 825,000.00 | 5.25 | 2,408.08 | 825,000.00 | 825,351.45 |
| MERCEDES-BENZ FIN NA CORPORATE NOTES DTD 01/11/2024 4.800% 01/11/2027 | 58769JAO0 | 375,000.00 | A | A2 | 01/08/24 | 01/11/24 | 374,617.50 | 4.84 | 8,500.00 | 374,674.17 | 372,932.63 |
| AUST & NZ BANKING GRP NY BONDS DTD 01/18/2024 4.750% 01/18/2027 | 05253JAZ4 | 375,000.00 | AA- | Aa2 | 01/08/24 | 01/18/24 | 375,000.00 | 4.75 | 8,065.10 | 375,000.00 | 372,591.38 |
| TEXAS INSTRUMENTS CORP NOTES (CALLABLE) DTD 02/08/2024 4.600% 02/08/2027 | 882508CE2 | 485,000.00 | A+ | Aa3 | 02/05/24 | 02/08/24 | 484,689.60 | 4.62 | 8,862.03 | 484,728.14 | 481,466.29 |
| ELI LILLY & CO CORPORATE NOTES DTD 02/09/2024 4.500% 02/09/2027 | 532457CJ5 | 555,000.00 | A+ | A1 | 02/07/24 | 02/09/24 | 554,705.85 | 4.52 | 9,851.25 | 554,742.16 | 549,218.01 |
| BRISTOL-MYERS SQUIBB CORP NOTES (CALLABL DTD 02/22/2024 4.900% 02/22/2027 | 110122EE4 | 160,000.00 | A | A2 | 02/14/24 | 02/22/24 | 159,827.20 | 4.94 | 2,809.33 | 159,846.47 | 159,905.92 |
| ASTRAZENECA FINANCE LLC CORP NOTES (CALL DTD 02/26/2024 4.800% 02/26/2027 | 04636NAK9 | 405,000.00 | A | A2 | 02/21/24 | 02/26/24 | 404,319.60 | 4.86 | 6,750.00 | 404,393.20 | 403,920.68 |
| CISCO SYSTEMS INC CORPORATE NOTES (CALLA DTD 02/26/2024 4.800% 02/26/2027 | 17275RBQ4 | 670,000.00 | AA- | A1 | 02/21/24 | 02/26/24 | 669,129.00 | 4.85 | 11,166.67 | 669,223.23 | 668,158.84 |



Managed Account Detail of Securities Held

For the Month Ending **June 30, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

| Security Type/Description | Dated Date/Coupon/Maturity | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|---------------------------------------------------------------------------------|-----------------------------------|--------------|------------|-----------------------|-----------------------|-------------------|--------------------|----------------------|--------------------|-------------------------|-----------------------|---------------------|
| Corporate Note | | | | | | | | | | | | |
| DEERE & COMPANY CAPITAL CORP NOTE DTD 03/07/2024 4.850% 03/05/2027 | | 24422EXM6 | 275,000.00 | A | A1 | 03/05/24 | 03/07/24 | 275,176.00 | 4.83 | 4,223.54 | 275,158.63 | 274,055.10 |
| TOYOTA MOTOR CREDIT CORP CORPORATE NOTES DTD 03/21/2024 5.000% 03/19/2027 | | 89236TLY9 | 100,000.00 | A+ | A1 | 03/18/24 | 03/21/24 | 99,879.00 | 5.04 | 1,388.89 | 99,889.46 | 99,930.20 |
| TOYOTA MOTOR CREDIT CORP CORPORATE NOTES DTD 03/21/2024 5.000% 03/19/2027 | | 89236TLY9 | 125,000.00 | A+ | A1 | 03/19/24 | 03/21/24 | 125,110.00 | 4.97 | 1,736.11 | 125,100.48 | 124,912.75 |
| HORMEL FOODS CORP CORPORATE NOTES (CALLA DTD 03/08/2024 4.800% 03/30/2027 | | 440452AK6 | 235,000.00 | A- | A1 | 03/05/24 | 03/08/24 | 234,772.05 | 4.83 | 3,540.66 | 234,793.87 | 233,606.22 |
| BMW US CAPITAL LLC CORPORATE NOTES DTD 04/02/2024 4.900% 04/02/2027 | | 05565ECH6 | 550,000.00 | A | A2 | 03/25/24 | 04/02/24 | 549,345.50 | 4.94 | 6,662.64 | 549,395.61 | 547,341.85 |
| ADOBE INC CORPORATE NOTES DTD 04/04/2024 4.850% 04/04/2027 | | 00724PAE9 | 335,000.00 | A+ | A1 | 04/01/24 | 04/04/24 | 334,832.50 | 4.87 | 3,926.48 | 334,845.05 | 335,090.45 |
| NATIONAL RURAL UTIL CORP NOTES (CALLABLE DTD 05/10/2024 5.100% 05/06/2027 | | 63743HFR8 | 80,000.00 | A- | A2 | 05/08/24 | 05/10/24 | 79,985.60 | 5.11 | 578.00 | 79,986.23 | 79,987.76 |
| NATIONAL RURAL UTIL CORP NOTES (CALLABLE DTD 05/10/2024 5.100% 05/06/2027 | | 63743HFR8 | 245,000.00 | A- | A2 | 05/07/24 | 05/10/24 | 244,848.10 | 5.12 | 1,770.13 | 244,854.78 | 244,962.52 |
| PACCAR FINANCIAL CORP CORPORATE NOTES DTD 05/13/2024 5.000% 05/13/2027 | | 69371RT22 | 275,000.00 | A+ | A1 | 05/06/24 | 05/13/24 | 274,788.25 | 5.03 | 1,833.33 | 274,796.99 | 275,539.28 |
| GOLDMAN SACHS BANK USA CORPORATE NOTES (DTD 05/21/2024 5.414% 05/21/2027 | | 38151LAG5 | 45,000.00 | A+ | A1 | 05/17/24 | 05/21/24 | 44,953.65 | 5.45 | 270.70 | 44,955.24 | 44,905.86 |
| GOLDMAN SACHS BANK USA CORPORATE NOTES (DTD 05/21/2024 5.414% 05/21/2027 | | 38151LAG5 | 355,000.00 | A+ | A1 | 05/15/24 | 05/21/24 | 355,000.00 | 5.41 | 2,135.52 | 355,000.00 | 354,257.34 |



Managed Account Detail of Securities Held

For the Month Ending **June 30, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

| Security Type/Description Dated Date/Coupon/Maturity | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|------------------------------------------------------------------------------|-----------|----------------------|---------------|-------------------|---------------|----------------|----------------------|----------------|---------------------|----------------------|----------------------|
| Corporate Note | | | | | | | | | | | |
| JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 06/11/2024 4.900% 06/11/2027 | 24422EXR5 | 550,000.00 | A | A1 | 06/06/24 | 06/11/24 | 549,318.00 | 4.95 | 1,497.22 | 549,329.55 | 549,115.05 |
| HOME DEPOT CORP NOTES (CALLABLE) DTD 06/25/2024 4.875% 06/25/2027 | 437076DB5 | 245,000.00 | A | A2 | 06/17/24 | 06/25/24 | 244,189.05 | 5.00 | 199.06 | 244,193.16 | 244,315.72 |
| BP CAP MARKETS AMERICA CORPORATE NOTES (DTD 05/17/2024 5.017% 11/17/2027 | 10373OBY5 | 600,000.00 | A- | A1 | 05/15/24 | 05/17/24 | 600,000.00 | 5.02 | 3,679.13 | 600,000.00 | 598,825.80 |
| Security Type Sub-Total | | 23,705,000.00 | | | | | 23,608,321.95 | 4.66 | 280,166.42 | 23,621,098.42 | 23,473,688.37 |
| Certificate of Deposit | | | | | | | | | | | |
| TORONTO DOMINION BANK NY CERT DEPOS DTD 10/31/2022 5.600% 10/27/2025 | 89115B6K1 | 1,050,000.00 | A | A1 | 10/27/22 | 10/31/22 | 1,050,000.00 | 5.58 | 40,833.33 | 1,050,000.00 | 1,053,941.69 |
| NORDEA BANK ABP NEW YORK CERT DEPOS DTD 11/03/2022 5.530% 11/03/2025 | 65558UYF3 | 1,050,000.00 | AA- | Aa3 | 11/02/22 | 11/03/22 | 1,050,000.00 | 5.53 | 9,354.92 | 1,050,000.00 | 1,050,249.90 |
| COOPERAT RABOBANK UA/NY CERT DEPOS DTD 07/20/2023 5.080% 07/17/2026 | 21684LGS5 | 1,050,000.00 | A+ | Aa2 | 07/17/23 | 07/20/23 | 1,050,000.00 | 5.08 | 24,299.33 | 1,050,000.00 | 1,046,098.20 |
| CREDIT AGRICOLE CIB NY CERT DEPOS DTD 02/05/2024 4.760% 02/01/2027 | 22536DWD6 | 825,000.00 | A+ | Aa3 | 02/01/24 | 02/05/24 | 825,000.00 | 4.76 | 16,035.25 | 825,000.00 | 824,548.73 |
| Security Type Sub-Total | | 3,975,000.00 | | | | | 3,975,000.00 | 5.27 | 90,522.83 | 3,975,000.00 | 3,974,838.52 |
| Bank Note | | | | | | | | | | | |
| PNC BANK NA CORP NOTE (CALLABLE) DTD 06/01/2015 3.250% 06/01/2025 | 69353REQ7 | 425,000.00 | A | A2 | 08/09/22 | 08/11/22 | 417,775.00 | 3.89 | 1,151.04 | 422,638.66 | 415,905.00 |
| MORGAN STANLEY BANK NA BANK NOTES (CALLA DTD 05/30/2024 5.504% 05/26/2028 | 61690U8B9 | 270,000.00 | A+ | Aa3 | 05/29/24 | 05/30/24 | 270,256.50 | 5.48 | 1,279.68 | 270,249.61 | 271,906.20 |



Managed Account Detail of Securities Held

For the Month Ending **June 30, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

| Security Type/Description Dated Date/Coupon/Maturity | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|---------------------------------------------------------------------------------|-----------|-------------------|---------------|-------------------|---------------|----------------|-------------------|----------------|---------------------|-------------------|-------------------|
| Bank Note | | | | | | | | | | | |
| MORGAN STANLEY BANK NA BANK NOTES (CALLA DTD 05/30/2024 5.504% 05/26/2028 | 61690U8B9 | 280,000.00 | A+ | Aa3 | 05/28/24 | 05/30/24 | 280,000.00 | 5.50 | 1,327.08 | 280,000.00 | 281,976.80 |
| Security Type Sub-Total | | 975,000.00 | | | | | 968,031.50 | 4.81 | 3,757.80 | 972,888.27 | 969,788.00 |
| Asset-Backed Security | | | | | | | | | | | |
| VWALT 2022-A A3 DTD 06/14/2022 3.440% 07/21/2025 | 92868AAC9 | 51,398.99 | NR | Aaa | 06/07/22 | 06/14/22 | 51,394.90 | 3.44 | 54.03 | 51,397.60 | 51,278.08 |
| KCOT 2021-1A A3 DTD 04/14/2021 0.620% 08/15/2025 | 50117TAC5 | 33,225.01 | NR | Aaa | 04/06/21 | 04/14/21 | 33,218.21 | 0.62 | 9.16 | 33,223.25 | 32,981.33 |
| HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025 | 44933LAC7 | 6,434.36 | AAA | NR | 04/20/21 | 04/28/21 | 6,433.68 | 0.38 | 1.09 | 6,434.17 | 6,418.15 |
| KCOT 2021-2A A3 DTD 07/28/2021 0.560% 11/17/2025 | 50117XAE2 | 115,442.58 | NR | Aaa | 07/20/21 | 07/28/21 | 115,438.23 | 0.56 | 28.73 | 115,441.19 | 113,615.94 |
| HAROT 2021-4 A3 DTD 11/24/2021 0.880% 01/21/2026 | 43815GAC3 | 107,885.36 | NR | Aaa | 11/16/21 | 11/24/21 | 107,862.61 | 0.89 | 26.37 | 107,876.84 | 105,700.74 |
| CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026 | 14314OAC8 | 38,041.28 | AAA | NR | 04/13/21 | 04/21/21 | 38,033.08 | 0.52 | 8.79 | 38,038.51 | 37,626.57 |
| HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026 | 44935FAD6 | 79,382.16 | AAA | NR | 11/09/21 | 11/17/21 | 79,364.44 | 0.75 | 26.11 | 79,374.78 | 78,003.58 |
| FORDO 2022-A A3 DTD 01/24/2022 1.290% 06/15/2026 | 345286AC2 | 115,104.28 | AAA | NR | 01/19/22 | 01/24/22 | 115,090.60 | 1.29 | 65.99 | 115,098.19 | 112,903.68 |
| CARMX 2021-3 A3 DTD 07/28/2021 0.550% 06/15/2026 | 14317DAC4 | 154,833.68 | AAA | Aaa | 07/21/21 | 07/28/21 | 154,808.21 | 0.55 | 37.85 | 154,823.48 | 151,559.44 |
| BMWOT 2022-A A3 DTD 05/18/2022 3.210% 08/25/2026 | 05602RAD3 | 183,554.14 | AAA | Aaa | 05/10/22 | 05/18/22 | 183,544.59 | 3.21 | 98.20 | 183,549.33 | 181,072.08 |
| COPAR 2021-1 A3 DTD 10/27/2021 0.770% 09/15/2026 | 14044CAC6 | 121,713.89 | AAA | Aaa | 10/19/21 | 10/27/21 | 121,711.59 | 0.77 | 41.65 | 121,712.85 | 118,799.23 |



Managed Account Detail of Securities Held

For the Month Ending **June 30, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

| Security Type/Description | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|------------------------------------------------------|--------------|------------|-----------------------|-----------------------|-------------------|--------------------|----------------------|--------------------|-------------------------|-----------------------|---------------------|
| Asset-Backed Security | | | | | | | | | | | |
| TAOT 2022-B A3 DTD 04/13/2022 2.930% 09/15/2026 | 89238FAD5 | 199,120.31 | AAA | Aaa | 04/07/22 | 04/13/22 | 199,115.65 | 2.93 | 259.30 | 199,117.99 | 195,885.72 |
| GMCAR 2021-4 A3 DTD 10/21/2021 0.680% 09/16/2026 | 362554AC1 | 78,271.72 | AAA | Aaa | 10/13/21 | 10/21/21 | 78,269.72 | 0.68 | 22.18 | 78,270.82 | 76,483.56 |
| WOART 2021-D A3 DTD 11/03/2021 0.810% 10/15/2026 | 98163KAC6 | 138,727.95 | AAA | NR | 10/26/21 | 11/03/21 | 138,709.05 | 0.81 | 49.94 | 138,719.21 | 135,756.36 |
| HART 2022-A A3 DTD 03/16/2022 2.220% 10/15/2026 | 448977AD0 | 172,849.35 | AAA | NR | 03/09/22 | 03/16/22 | 172,842.69 | 2.22 | 170.54 | 172,846.02 | 169,580.06 |
| KCOT 2022-1A A3 DTD 03/23/2022 2.670% 10/15/2026 | 50117EAC8 | 423,749.28 | NR | Aaa | 03/15/22 | 03/23/22 | 423,688.69 | 2.67 | 502.85 | 423,718.89 | 415,262.51 |
| ALLYA 2022-1 A3 DTD 05/18/2022 3.310% 11/15/2026 | 02008JAC0 | 323,359.28 | AAA | Aaa | 05/10/22 | 05/18/22 | 323,296.68 | 3.31 | 475.70 | 323,326.23 | 318,849.55 |
| GMCAR 2022-1 A3 DTD 01/19/2022 1.260% 11/16/2026 | 380146AC4 | 115,200.26 | AAA | NR | 01/11/22 | 01/19/22 | 115,190.25 | 1.26 | 60.48 | 115,195.33 | 112,645.13 |
| KCOT 2022-2A A3 DTD 07/21/2022 4.090% 12/15/2026 | 50117JAC7 | 670,000.00 | NR | Aaa | 07/14/22 | 07/21/22 | 669,877.19 | 4.09 | 1,217.91 | 669,931.49 | 661,716.79 |
| CHAIT 2024-A1 A DTD 01/31/2024 4.600% 01/15/2027 | 161571HV9 | 715,000.00 | AAA | NR | 01/24/24 | 01/31/24 | 714,891.11 | 4.61 | 1,461.78 | 714,905.62 | 706,893.76 |
| HDMOT 2022-A A3 DTD 04/20/2022 3.060% 02/15/2027 | 41284YAD8 | 279,617.74 | AAA | Aaa | 04/12/22 | 04/20/22 | 279,571.18 | 3.06 | 380.28 | 279,592.40 | 275,752.56 |
| GMCAR 2022-2 A3 DTD 04/13/2022 3.100% 02/16/2027 | 362585AC5 | 183,718.35 | AAA | Aaa | 04/05/22 | 04/13/22 | 183,679.97 | 3.10 | 237.30 | 183,697.53 | 180,789.09 |
| CARMX 2022-2 A3 DTD 04/28/2022 3.490% 02/16/2027 | 14317HAC5 | 265,661.55 | AAA | Aaa | 04/21/22 | 04/28/22 | 265,621.13 | 3.49 | 412.07 | 265,639.44 | 261,877.15 |
| COMET 2022-A1 A1 DTD 03/30/2022 2.800% 03/15/2027 | 14041NFZ9 | 500,000.00 | AAA | NR | 03/23/22 | 03/30/22 | 499,962.30 | 2.80 | 622.22 | 499,979.45 | 490,505.25 |
| TAOT 2022-C A3 DTD 08/16/2022 3.760% 04/15/2027 | 89231CAD9 | 225,000.00 | AAA | NR | 08/08/22 | 08/16/22 | 224,962.40 | 3.76 | 376.00 | 224,977.52 | 221,677.07 |



Managed Account Detail of Securities Held

For the Month Ending **June 30, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

| Security Type/Description | Dated Date/Coupon/Maturity | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|------------------------------------------------------|-----------------------------------|--------------|------------|-----------------------|-----------------------|-------------------|--------------------|----------------------|--------------------|-------------------------|-----------------------|---------------------|
| Asset-Backed Security | | | | | | | | | | | | |
| CARMX 2022-3 A3 DTD 07/20/2022 3.970% 04/15/2027 | | 14318MAD1 | 518,410.28 | AAA | NR | 07/12/22 | 07/20/22 | 518,398.05 | 3.97 | 914.71 | 518,403.08 | 511,977.69 |
| GMCAR 2022-3 A3 DTD 07/13/2022 3.640% 04/16/2027 | | 36265WAD5 | 325,010.64 | NR | Aaa | 07/06/22 | 07/13/22 | 325,008.39 | 3.64 | 492.93 | 325,009.32 | 320,577.69 |
| COMET 2022-A2 A DTD 06/14/2022 3.490% 05/15/2027 | | 14041NGA3 | 740,000.00 | AAA | NR | 06/06/22 | 06/14/22 | 739,881.75 | 3.49 | 1,147.82 | 739,931.00 | 727,200.22 |
| NAROT 2022-B A3 DTD 09/28/2022 4.460% 05/17/2027 | | 65480JAC4 | 495,000.00 | AAA | Aaa | 09/20/22 | 09/28/22 | 494,897.58 | 4.46 | 981.20 | 494,936.44 | 490,015.20 |
| DCENT 2022-A2 A DTD 05/26/2022 3.320% 05/17/2027 | | 254683CS2 | 570,000.00 | NR | Aaa | 05/19/22 | 05/26/22 | 569,953.66 | 3.32 | 841.07 | 569,973.22 | 559,331.54 |
| AMXCA 2022-2 A DTD 05/24/2022 3.390% 05/17/2027 | | 02582JJT8 | 815,000.00 | AAA | NR | 05/17/22 | 05/24/22 | 814,819.72 | 3.39 | 1,227.93 | 814,895.94 | 800,450.62 |
| ALLYA 2022-2 A3 DTD 10/12/2022 4.760% 05/17/2027 | | 02008MAC3 | 893,324.19 | AAA | Aaa | 10/04/22 | 10/12/22 | 893,313.11 | 4.76 | 1,889.88 | 893,317.26 | 888,000.78 |
| KCOT 2023-1A A3 DTD 03/31/2023 5.020% 06/15/2027 | | 50117KAC4 | 365,000.00 | NR | Aaa | 03/28/23 | 03/31/23 | 364,942.88 | 5.02 | 814.36 | 364,959.90 | 362,944.25 |
| HART 2022-C A3 DTD 11/09/2022 5.390% 06/15/2027 | | 44933DAD3 | 720,000.00 | AAA | NR | 11/01/22 | 11/09/22 | 719,996.54 | 5.39 | 1,724.80 | 719,997.78 | 718,931.52 |
| DCENT 2022-A3 A3 DTD 08/09/2022 3.560% 07/15/2027 | | 254683CW3 | 665,000.00 | AAA | Aaa | 08/02/22 | 08/09/22 | 664,917.47 | 3.56 | 1,052.18 | 664,949.18 | 652,112.57 |
| CARMX 2022-4 A3 DTD 10/31/2022 5.340% 08/16/2027 | | 14318UAD3 | 670,000.00 | AAA | NR | 10/26/22 | 10/31/22 | 669,842.89 | 5.35 | 1,590.13 | 669,897.56 | 668,516.22 |
| MBART 2022-1 A3 DTD 11/22/2022 5.210% 08/16/2027 | | 58768PAC8 | 865,000.00 | AAA | Aaa | 11/15/22 | 11/22/22 | 864,828.90 | 5.21 | 2,002.96 | 864,887.02 | 862,484.58 |
| TAOT 2022-D A3 DTD 11/08/2022 5.300% 09/15/2027 | | 89239HAD0 | 240,000.00 | NR | Aaa | 11/01/22 | 11/08/22 | 239,976.31 | 5.30 | 565.33 | 239,984.34 | 239,705.71 |
| TAOT 2023-A A3 DTD 01/30/2023 4.630% 09/15/2027 | | 891940AC2 | 340,000.00 | AAA | NR | 01/24/23 | 01/30/23 | 339,999.83 | 4.63 | 699.64 | 339,999.88 | 337,011.74 |



Managed Account Detail of Securities Held

For the Month Ending **June 30, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

| Security Type/Description | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|------------------------------------------------------|--------------|------------|-----------------------|-----------------------|-------------------|--------------------|----------------------|--------------------|-------------------------|-----------------------|---------------------|
| Asset-Backed Security | | | | | | | | | | | |
| AMXCA 2022-4 A DTD 11/03/2022 4.950% 10/15/2027 | 02582JJX9 | 270,000.00 | AAA | NR | 10/27/22 | 11/03/22 | 269,986.61 | 4.95 | 594.00 | 269,991.10 | 268,617.60 |
| HAROT 2023-2 A3 DTD 05/30/2023 4.930% 11/15/2027 | 437927AC0 | 350,000.00 | AAA | Aaa | 05/23/23 | 05/30/23 | 349,943.30 | 4.93 | 766.89 | 349,957.14 | 348,134.50 |
| NAROT 2023-A A3 DTD 04/26/2023 4.910% 11/15/2027 | 65480WAD3 | 500,000.00 | NR | Aaa | 04/18/23 | 04/26/23 | 499,911.65 | 4.91 | 1,091.11 | 499,934.59 | 496,903.20 |
| HDMOT 2023-A A3 DTD 02/23/2023 5.050% 12/15/2027 | 41285JAD0 | 360,000.00 | NR | Aaa | 02/13/23 | 02/23/23 | 359,963.75 | 5.05 | 808.00 | 359,973.95 | 358,239.42 |
| FORDO 2023-A A3 DTD 03/31/2023 4.650% 02/15/2028 | 344928AD8 | 275,000.00 | AAA | NR | 03/28/23 | 03/31/23 | 274,971.32 | 4.65 | 568.33 | 274,978.69 | 272,418.19 |
| TAOT 2023-B A3 DTD 05/23/2023 4.710% 02/15/2028 | 891941AD8 | 420,000.00 | NR | Aaa | 05/16/23 | 05/23/23 | 419,976.52 | 4.71 | 879.20 | 419,982.02 | 415,535.78 |
| GMCAR 2023-2 A3 DTD 04/12/2023 4.470% 02/16/2028 | 362583AD8 | 295,000.00 | AAA | Aaa | 04/04/23 | 04/12/23 | 294,991.89 | 4.47 | 549.44 | 294,993.93 | 291,704.79 |
| BMWOT 2023-A A3 DTD 07/18/2023 5.470% 02/25/2028 | 05592XAD2 | 185,000.00 | AAA | NR | 07/11/23 | 07/18/23 | 184,967.22 | 5.47 | 168.66 | 184,974.02 | 185,581.75 |
| DCENT 2023-A1 A DTD 04/11/2023 4.310% 03/15/2028 | 254683CY9 | 670,000.00 | NR | Aaa | 04/04/23 | 04/11/23 | 669,961.14 | 4.31 | 1,283.42 | 669,970.79 | 659,757.51 |
| HART 2023-B A3 DTD 07/19/2023 5.480% 04/17/2028 | 44933XAD9 | 170,000.00 | AAA | NR | 07/11/23 | 07/19/23 | 169,992.62 | 5.48 | 414.04 | 169,994.10 | 170,469.57 |
| BACCT 2023-A1 A1 DTD 06/16/2023 4.790% 05/15/2028 | 05522RDG0 | 270,000.00 | AAA | NR | 06/08/23 | 06/16/23 | 269,938.87 | 4.79 | 574.80 | 269,951.85 | 268,356.92 |
| AMXCA 2023-1 A DTD 06/14/2023 4.870% 05/15/2028 | 02582JJZ4 | 300,000.00 | AAA | NR | 06/07/23 | 06/14/23 | 299,973.39 | 4.87 | 649.33 | 299,979.06 | 298,760.97 |
| FORDO 2023-B A3 DTD 06/26/2023 5.230% 05/15/2028 | 344930AD4 | 310,000.00 | AAA | NR | 06/21/23 | 06/26/23 | 309,995.82 | 5.23 | 720.58 | 309,996.69 | 309,496.96 |
| GMCAR 2023-3 A3 DTD 07/19/2023 5.450% 06/16/2028 | 36267KAD9 | 165,000.00 | AAA | Aaa | 07/11/23 | 07/19/23 | 164,993.63 | 5.45 | 374.69 | 164,994.87 | 165,494.82 |



Managed Account Detail of Securities Held

For the Month Ending **June 30, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

| Security Type/Description Dated Date/Coupon/Maturity | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|---------------------------------------------------------|-----------|-------------------------|---------------|-------------------|---------------|----------------|-------------------------|----------------|-----------------------|-------------------------|-------------------------|
| Asset-Backed Security | | | | | | | | | | | |
| FITAT 2023-1 A3 DTD 08/23/2023 5.530% 08/15/2028 | 31680EAD3 | 560,000.00 | AAA | Aaa | 08/15/23 | 08/23/23 | 559,965.28 | 5.53 | 1,376.36 | 559,971.25 | 561,169.78 |
| CHAIT 2023-A1 A DTD 09/15/2023 5.160% 09/15/2028 | 161571HT4 | 865,000.00 | AAA | NR | 09/07/23 | 09/15/23 | 864,760.22 | 5.17 | 1,983.73 | 864,794.31 | 865,682.31 |
| BAAT 2024-1A A3 DTD 05/22/2024 5.350% 11/15/2028 | 09709AAC6 | 120,000.00 | NR | Aaa | 05/14/24 | 05/22/24 | 119,980.46 | 5.35 | 285.33 | 119,980.88 | 120,327.80 |
| KCOT 2024-2A A3 DTD 06/25/2024 5.410% 11/15/2028 | 50117DAC0 | 370,000.00 | NR | Aaa | 06/18/24 | 06/25/24 | 369,991.12 | 5.41 | 333.62 | 369,991.15 | 369,840.90 |
| FORDO 2024-A A3 DTD 03/19/2024 5.090% 12/15/2028 | 34535EAD4 | 390,000.00 | NR | Aaa | 03/14/24 | 03/19/24 | 389,934.44 | 5.09 | 882.27 | 389,937.94 | 389,357.79 |
| HUNT 2024-1A A3 DTD 02/22/2024 5.230% 01/16/2029 | 446144AE7 | 320,000.00 | AAA | Aaa | 02/13/24 | 02/22/24 | 319,988.10 | 5.23 | 743.82 | 319,988.87 | 319,078.78 |
| BMWOT 2024-A A3 DTD 06/11/2024 5.180% 02/26/2029 | 096919AD7 | 465,000.00 | AAA | Aaa | 06/04/24 | 06/11/24 | 464,929.37 | 5.18 | 1,338.17 | 464,930.09 | 466,930.68 |
| FORDO 2024-B A3 DTD 06/24/2024 5.100% 04/15/2029 | 34531OAD1 | 605,000.00 | AAA | Aaa | 06/18/24 | 06/24/24 | 604,994.43 | 5.10 | 599.96 | 604,994.45 | 604,892.36 |
| Security Type Sub-Total | | 21,754,036.63 | | | | | 21,751,466.38 | 4.28 | 39,577.21 | 21,752,291.79 | 21,559,646.09 |
| Managed Account Sub-Total | | 112,455,947.54 | | | | | 111,749,590.78 | 4.43 | 1,006,982.82 | 111,935,221.26 | 111,125,983.01 |
| Joint Powers Authority | | | | | | | | | | | |
| CAMP Pool | | 39,967.95 | AAA | NR | | | 39,967.95 | | 0.00 | 39,967.95 | 39,967.95 |
| Liquid Sub-Total | | 39,967.95 | | | | | 39,967.95 | | 0.00 | 39,967.95 | 39,967.95 |
| Securities Sub-Total | | \$112,495,915.49 | | | | | \$111,789,558.73 | 4.43% | \$1,006,982.82 | \$111,975,189.21 | \$111,165,950.96 |
| Accrued Interest | | | | | | | | | | | \$1,006,982.82 |
| Total Investments | | | | | | | | | | | \$112,172,933.78 |



Managed Account Security Transactions & Interest

For the Month Ending **June 30, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

| Transaction Type | | Security Description | CUSIP | Par | Principal Proceeds | Accrued Interest | Total | Realized G/L Cost | Realized G/L Amort Cost | Sale Method |
|-----------------------------------|----------|---------------------------------------------------------------------------------|-----------|---------------------|-----------------------|--------------------|-----------------------|-------------------|-------------------------|-------------|
| Trade | Settle | | | | | | | | | |
| BUY | | | | | | | | | | |
| 06/04/24 | 06/11/24 | BMWOT 2024-A A3 DTD 06/11/2024 5.180% 02/26/2029 | 096919AD7 | 465,000.00 | (464,929.37) | 0.00 | (464,929.37) | | | |
| 06/06/24 | 06/11/24 | JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 06/11/2024 4.900% 06/11/2027 | 24422EXR5 | 550,000.00 | (549,318.00) | 0.00 | (549,318.00) | | | |
| 06/07/24 | 06/10/24 | US TREASURY N/B NOTES DTD 05/15/2024 4.500% 05/15/2027 | 91282CKR1 | 2,800,000.00 | (2,788,515.63) | (8,902.17) | (2,797,417.80) | | | |
| 06/10/24 | 06/12/24 | US TREASURY N/B NOTES DTD 05/15/2024 4.500% 05/15/2027 | 91282CKR1 | 525,000.00 | (522,518.55) | (1,797.55) | (524,316.10) | | | |
| 06/17/24 | 06/21/24 | FHMS K068 A2 DTD 10/27/2017 3.244% 08/01/2027 | 3137FBBX3 | 575,000.00 | (548,541.02) | (1,036.28) | (549,577.30) | | | |
| 06/17/24 | 06/21/24 | FHMS K069 A2 DTD 11/20/2017 3.187% 09/01/2027 | 3137FBU79 | 575,000.00 | (547,193.36) | (1,018.07) | (548,211.43) | | | |
| 06/17/24 | 06/25/24 | HOME DEPOT CORP NOTES (CALLABLE) DTD 06/25/2024 4.875% 06/25/2027 | 437076DB5 | 245,000.00 | (244,189.05) | 0.00 | (244,189.05) | | | |
| 06/18/24 | 06/21/24 | AMERICAN EXPRESS CO (CALLABLE) CORPORATE DTD 11/04/2021 1.650% 11/04/2026 | 025816CM9 | 425,000.00 | (391,102.00) | (915.52) | (392,017.52) | | | |
| 06/18/24 | 06/24/24 | FORDO 2024-B A3 DTD 06/24/2024 5.100% 04/15/2029 | 34531OAD1 | 605,000.00 | (604,994.43) | 0.00 | (604,994.43) | | | |
| 06/18/24 | 06/25/24 | KCOT 2024-2A A3 DTD 06/25/2024 5.410% 11/15/2028 | 50117DAC0 | 370,000.00 | (369,991.12) | 0.00 | (369,991.12) | | | |
| 06/24/24 | 06/27/24 | FHMS K067 A2 DTD 09/28/2017 3.194% 07/01/2027 | 3137FAWS3 | 575,000.00 | (548,585.94) | (1,326.40) | (549,912.34) | | | |
| Transaction Type Sub-Total | | | | 7,710,000.00 | (7,579,878.47) | (14,995.99) | (7,594,874.46) | | | |
| INTEREST | | | | | | | | | | |
| 06/01/24 | 06/01/24 | PNC BANK NA CORP NOTE (CALLABLE) DTD 06/01/2015 3.250% 06/01/2025 | 69353REQ7 | 425,000.00 | 0.00 | 6,906.25 | 6,906.25 | | | |
| 06/01/24 | 06/25/24 | FHLMC MULTIFAMILY STRUCTURED POOL DTD 02/01/2018 3.350% 09/01/2028 | 3137FETM2 | 275,617.65 | 0.00 | 769.43 | 769.43 | | | |
| 06/01/24 | 06/25/24 | FHMS K062 A2 DTD 02/01/2017 3.413% 12/01/2026 | 3137BUX60 | 500,000.00 | 0.00 | 1,422.08 | 1,422.08 | | | |



Managed Account Security Transactions & Interest

For the Month Ending **June 30, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

| Transaction Type | | Security Description | CUSIP | Par | Principal Proceeds | Accrued Interest | Total | Realized G/L Cost | Realized G/L Amort Cost | Sale Method |
|------------------|----------|---------------------------------------------------------------------------------|-----------|--------------|--------------------|------------------|-----------|-------------------|-------------------------|-------------|
| Trade | Settle | | | | | | | | | |
| INTEREST | | | | | | | | | | |
| 06/01/24 | 06/25/24 | FHMS K058 A2 DTD 11/09/2016 2.653% 08/01/2026 | 3137BSP72 | 855,000.00 | 0.00 | 1,890.26 | 1,890.26 | | | |
| 06/01/24 | 06/25/24 | FNA 2016-M3 A2 DTD 03/31/2016 2.702% 02/01/2026 | 3136ARTE8 | 276,648.15 | 0.00 | 622.92 | 622.92 | | | |
| 06/01/24 | 06/25/24 | FHMS KJ28 A2 DTD 02/27/2020 2.308% 10/01/2027 | 3137FREE7 | 550,299.06 | 0.00 | 1,058.41 | 1,058.41 | | | |
| 06/01/24 | 06/25/24 | FNA 2016-M12 A2 DTD 11/30/2016 2.525% 09/01/2026 | 3136AUKX8 | 638,183.73 | 0.00 | 1,342.93 | 1,342.93 | | | |
| 06/01/24 | 06/25/24 | FHMS K054 A2 DTD 04/20/2016 2.745% 01/01/2026 | 3137BNGT5 | 1,125,000.00 | 0.00 | 2,573.44 | 2,573.44 | | | |
| 06/01/24 | 06/25/24 | FHLMC MULTIFAMILY STRUCTURED P DTD 07/01/2017 3.243% 04/01/2027 | 3137F1G44 | 575,000.00 | 0.00 | 1,553.94 | 1,553.94 | | | |
| 06/01/24 | 06/25/24 | FN BM4614 DTD 10/01/2018 3.000% 03/01/2033 | 3140J9DU2 | 190,478.35 | 0.00 | 476.20 | 476.20 | | | |
| 06/01/24 | 06/25/24 | FHMS K057 A2 DTD 09/28/2016 2.570% 07/01/2026 | 3137BROJ7 | 1,150,000.00 | 0.00 | 2,462.92 | 2,462.92 | | | |
| 06/01/24 | 06/25/24 | FHMS K063 A2 DTD 03/01/2017 3.430% 01/01/2027 | 3137BVZ82 | 500,000.00 | 0.00 | 1,429.17 | 1,429.17 | | | |
| 06/01/24 | 06/25/24 | FHMS K061 A2 DTD 01/30/2017 3.347% 11/01/2026 | 3137BTUM1 | 494,358.79 | 0.00 | 1,378.85 | 1,378.85 | | | |
| 06/01/24 | 06/25/24 | FHMS K053 A2 DTD 03/29/2016 2.995% 12/01/2025 | 3137BN6G4 | 550,000.00 | 0.00 | 1,372.71 | 1,372.71 | | | |
| 06/05/24 | 06/05/24 | LINDE INC/CT CORPORATE NOTES (CALLABLE) DTD 12/05/2022 4.700% 12/05/2025 | 53522KAB9 | 525,000.00 | 0.00 | 12,337.50 | 12,337.50 | | | |
| 06/05/24 | 06/05/24 | TRUIST FINANCIAL CORP NOTES (CALLABLE) DTD 06/05/2018 3.700% 06/05/2025 | 05531FBE2 | 475,000.00 | 0.00 | 8,787.50 | 8,787.50 | | | |
| 06/08/24 | 06/08/24 | AUST & NZ BANKING GRP NY CORPORATE NOTES DTD 12/08/2022 5.088% 12/08/2025 | 05254JAA8 | 445,000.00 | 0.00 | 11,320.80 | 11,320.80 | | | |
| 06/09/24 | 06/09/24 | NATIONAL AUSTRALIA BK/NY CORPORATE NOTES DTD 06/09/2022 3.500% 06/09/2025 | 63254ABD9 | 565,000.00 | 0.00 | 9,887.50 | 9,887.50 | | | |



Managed Account Security Transactions & Interest

For the Month Ending **June 30, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

| Transaction Type | | Security Description | CUSIP | Par | Principal Proceeds | Accrued Interest | Total | Realized G/L Cost | Realized G/L Amort Cost | Sale Method |
|------------------|----------|--------------------------------------------------------------------------|-----------|------------|--------------------|------------------|-----------|-------------------|-------------------------|-------------|
| Trade | Settle | | | | | | | | | |
| INTEREST | | | | | | | | | | |
| 06/11/24 | 06/11/24 | WELLS FARGO CORP NOTES (CALLABLE) DTD 12/11/2023 5.254% 12/11/2026 | 94988J6F9 | 825,000.00 | 0.00 | 21,672.75 | 21,672.75 | | | |
| 06/15/24 | 06/15/24 | HART 2023-B A3 DTD 07/19/2023 5.480% 04/17/2028 | 44933XAD9 | 170,000.00 | 0.00 | 776.33 | 776.33 | | | |
| 06/15/24 | 06/15/24 | AMXCA 2022-2 A DTD 05/24/2022 3.390% 05/17/2027 | 02582JJT8 | 815,000.00 | 0.00 | 2,302.38 | 2,302.38 | | | |
| 06/15/24 | 06/15/24 | CHAIT 2023-A1 A DTD 09/15/2023 5.160% 09/15/2028 | 161571HT4 | 865,000.00 | 0.00 | 3,719.50 | 3,719.50 | | | |
| 06/15/24 | 06/15/24 | AMXCA 2023-1 A DTD 06/14/2023 4.870% 05/15/2028 | 02582JJZ4 | 300,000.00 | 0.00 | 1,217.50 | 1,217.50 | | | |
| 06/15/24 | 06/15/24 | CARMX 2022-3 A3 DTD 07/20/2022 3.970% 04/15/2027 | 14318MAD1 | 550,438.63 | 0.00 | 1,821.03 | 1,821.03 | | | |
| 06/15/24 | 06/15/24 | FORDO 2023-B A3 DTD 06/26/2023 5.230% 05/15/2028 | 344930AD4 | 310,000.00 | 0.00 | 1,351.08 | 1,351.08 | | | |
| 06/15/24 | 06/15/24 | HAROT 2023-2 A3 DTD 05/30/2023 4.930% 11/15/2027 | 437927AC0 | 350,000.00 | 0.00 | 1,437.92 | 1,437.92 | | | |
| 06/15/24 | 06/15/24 | COMET 2022-A1 A1 DTD 03/30/2022 2.800% 03/15/2027 | 14041NFZ9 | 500,000.00 | 0.00 | 1,166.67 | 1,166.67 | | | |
| 06/15/24 | 06/15/24 | TAOT 2022-B A3 DTD 04/13/2022 2.930% 09/15/2026 | 89238FAD5 | 215,129.01 | 0.00 | 525.27 | 525.27 | | | |
| 06/15/24 | 06/15/24 | KCOT 2023-1A A3 DTD 03/31/2023 5.020% 06/15/2027 | 50117KAC4 | 365,000.00 | 0.00 | 1,526.92 | 1,526.92 | | | |
| 06/15/24 | 06/15/24 | WOART 2021-D A3 DTD 11/03/2021 0.810% 10/15/2026 | 98163KAC6 | 153,581.99 | 0.00 | 103.67 | 103.67 | | | |
| 06/15/24 | 06/15/24 | COPAR 2021-1 A3 DTD 10/27/2021 0.770% 09/15/2026 | 14044CAC6 | 133,682.18 | 0.00 | 85.78 | 85.78 | | | |
| 06/15/24 | 06/15/24 | CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026 | 14314OAC8 | 46,223.86 | 0.00 | 20.03 | 20.03 | | | |
| 06/15/24 | 06/15/24 | NAROT 2022-B A3 DTD 09/28/2022 4.460% 05/17/2027 | 65480JAC4 | 495,000.00 | 0.00 | 1,839.75 | 1,839.75 | | | |
| 06/15/24 | 06/15/24 | HUNT 2024-1A A3 DTD 02/22/2024 5.230% 01/16/2029 | 446144AE7 | 320,000.00 | 0.00 | 1,394.67 | 1,394.67 | | | |



Managed Account Security Transactions & Interest

For the Month Ending **June 30, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

| Transaction Type | | Security Description | CUSIP | Par | Principal Proceeds | Accrued Interest | Total | Realized G/L Cost | Realized G/L Amort Cost | Sale Method |
|------------------|----------|---------------------------------------------------------------------------------|-----------|--------------|--------------------|------------------|-----------|-------------------|-------------------------|-------------|
| Trade | Settle | | | | | | | | | |
| INTEREST | | | | | | | | | | |
| 06/15/24 | 06/15/24 | KCOT 2021-1A A3 DTD 04/14/2021 0.620% 08/15/2025 | 50117TAC5 | 44,602.96 | 0.00 | 23.04 | 23.04 | | | |
| 06/15/24 | 06/15/24 | US TREASURY NOTES DTD 06/15/2023 4.125% 06/15/2026 | 91282CHH7 | 2,150,000.00 | 0.00 | 44,343.75 | 44,343.75 | | | |
| 06/15/24 | 06/15/24 | CARMX 2022-4 A3 DTD 10/31/2022 5.340% 08/16/2027 | 14318UAD3 | 670,000.00 | 0.00 | 2,981.50 | 2,981.50 | | | |
| 06/15/24 | 06/15/24 | TAOT 2022-D A3 DTD 11/08/2022 5.300% 09/15/2027 | 89239HAD0 | 240,000.00 | 0.00 | 1,060.00 | 1,060.00 | | | |
| 06/15/24 | 06/15/24 | NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 05/04/2022 3.450% 06/15/2025 | 63743HFE7 | 250,000.00 | 0.00 | 4,312.50 | 4,312.50 | | | |
| 06/15/24 | 06/15/24 | COMET 2022-A2 A DTD 06/14/2022 3.490% 05/15/2027 | 14041NGA3 | 740,000.00 | 0.00 | 2,152.17 | 2,152.17 | | | |
| 06/15/24 | 06/15/24 | TAOT 2023-B A3 DTD 05/23/2023 4.710% 02/15/2028 | 891941AD8 | 420,000.00 | 0.00 | 1,648.50 | 1,648.50 | | | |
| 06/15/24 | 06/15/24 | CHAIT 2024-A1 A DTD 01/31/2024 4.600% 01/15/2027 | 161571HV9 | 715,000.00 | 0.00 | 2,740.83 | 2,740.83 | | | |
| 06/15/24 | 06/15/24 | HDMOT 2023-A A3 DTD 02/23/2023 5.050% 12/15/2027 | 41285JAD0 | 360,000.00 | 0.00 | 1,515.00 | 1,515.00 | | | |
| 06/15/24 | 06/15/24 | BACCT 2023-A1 A1 DTD 06/16/2023 4.790% 05/15/2028 | 05522RDG0 | 270,000.00 | 0.00 | 1,077.75 | 1,077.75 | | | |
| 06/15/24 | 06/15/24 | DCENT 2023-A1 A DTD 04/11/2023 4.310% 03/15/2028 | 254683CY9 | 670,000.00 | 0.00 | 2,406.42 | 2,406.42 | | | |
| 06/15/24 | 06/15/24 | FORDO 2022-A A3 DTD 01/24/2022 1.290% 06/15/2026 | 345286AC2 | 127,214.93 | 0.00 | 136.76 | 136.76 | | | |
| 06/15/24 | 06/15/24 | US TREASURY N/B NOTES DTD 12/15/2023 4.375% 12/15/2026 | 91282CJP7 | 4,100,000.00 | 0.00 | 89,687.50 | 89,687.50 | | | |
| 06/15/24 | 06/15/24 | ALLYA 2022-1 A3 DTD 05/18/2022 3.310% 11/15/2026 | 02008JAC0 | 351,165.72 | 0.00 | 968.63 | 968.63 | | | |
| 06/15/24 | 06/15/24 | MBART 2022-1 A3 DTD 11/22/2022 5.210% 08/16/2027 | 58768PAC8 | 865,000.00 | 0.00 | 3,755.54 | 3,755.54 | | | |
| 06/15/24 | 06/15/24 | HDMOT 2022-A A3 DTD 04/20/2022 3.060% 02/15/2027 | 41284YAD8 | 305,578.76 | 0.00 | 779.23 | 779.23 | | | |



Managed Account Security Transactions & Interest

For the Month Ending **June 30, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

| Transaction Type | | Security Description | CUSIP | Par | Principal Proceeds | Accrued Interest | Total | Realized G/L Cost | Realized G/L Amort Cost | Sale Method |
|------------------|----------|------------------------------------------------------|-----------|------------|--------------------|------------------|----------|-------------------|-------------------------|-------------|
| Trade | Settle | | | | | | | | | |
| INTEREST | | | | | | | | | | |
| 06/15/24 | 06/15/24 | HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026 | 44935FAD6 | 89,836.01 | 0.00 | 55.40 | 55.40 | | | |
| 06/15/24 | 06/15/24 | AMXCA 2022-4 A DTD 11/03/2022 4.950% 10/15/2027 | 02582JXX9 | 270,000.00 | 0.00 | 1,113.75 | 1,113.75 | | | |
| 06/15/24 | 06/15/24 | KCOT 2021-2A A3 DTD 07/28/2021 0.560% 11/17/2025 | 50117XAE2 | 133,900.62 | 0.00 | 62.49 | 62.49 | | | |
| 06/15/24 | 06/15/24 | TAOT 2022-C A3 DTD 08/16/2022 3.760% 04/15/2027 | 89231CAD9 | 225,000.00 | 0.00 | 705.00 | 705.00 | | | |
| 06/15/24 | 06/15/24 | HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025 | 44933LAC7 | 14,617.88 | 0.00 | 4.63 | 4.63 | | | |
| 06/15/24 | 06/15/24 | BAAT 2024-1A A3 DTD 05/22/2024 5.350% 11/15/2028 | 09709AAC6 | 120,000.00 | 0.00 | 410.17 | 410.17 | | | |
| 06/15/24 | 06/15/24 | HART 2022-A A3 DTD 03/16/2022 2.220% 10/15/2026 | 448977AD0 | 188,432.32 | 0.00 | 348.60 | 348.60 | | | |
| 06/15/24 | 06/15/24 | DCENT 2022-A2 A DTD 05/26/2022 3.320% 05/17/2027 | 254683CS2 | 570,000.00 | 0.00 | 1,577.00 | 1,577.00 | | | |
| 06/15/24 | 06/15/24 | CARMX 2021-3 A3 DTD 07/28/2021 0.550% 06/15/2026 | 14317DAC4 | 172,015.57 | 0.00 | 78.84 | 78.84 | | | |
| 06/15/24 | 06/15/24 | DCENT 2022-A3 A3 DTD 08/09/2022 3.560% 07/15/2027 | 254683CW3 | 665,000.00 | 0.00 | 1,972.83 | 1,972.83 | | | |
| 06/15/24 | 06/15/24 | CARMX 2022-2 A3 DTD 04/28/2022 3.490% 02/16/2027 | 14317HAC5 | 284,728.12 | 0.00 | 828.08 | 828.08 | | | |
| 06/15/24 | 06/15/24 | TAOT 2023-A A3 DTD 01/30/2023 4.630% 09/15/2027 | 891940AC2 | 340,000.00 | 0.00 | 1,311.83 | 1,311.83 | | | |
| 06/15/24 | 06/15/24 | KCOT 2022-1A A3 DTD 03/23/2022 2.670% 10/15/2026 | 50117EAC8 | 451,943.26 | 0.00 | 1,005.57 | 1,005.57 | | | |
| 06/15/24 | 06/15/24 | FITAT 2023-1 A3 DTD 08/23/2023 5.530% 08/15/2028 | 31680EAD3 | 560,000.00 | 0.00 | 2,580.67 | 2,580.67 | | | |
| 06/15/24 | 06/15/24 | FORDO 2024-A A3 DTD 03/19/2024 5.090% 12/15/2028 | 34535EAD4 | 390,000.00 | 0.00 | 1,654.25 | 1,654.25 | | | |
| 06/15/24 | 06/15/24 | FORDO 2023-A A3 DTD 03/31/2023 4.650% 02/15/2028 | 344928AD8 | 275,000.00 | 0.00 | 1,065.63 | 1,065.63 | | | |
| 06/15/24 | 06/15/24 | HART 2022-C A3 DTD 11/09/2022 5.390% 06/15/2027 | 44933DAD3 | 720,000.00 | 0.00 | 3,234.00 | 3,234.00 | | | |



Managed Account Security Transactions & Interest

For the Month Ending **June 30, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

| Transaction Type | | Security Description | CUSIP | Par | Principal Proceeds | Accrued Interest | Total | Realized G/L Cost | Realized G/L Amort Cost | Sale Method |
|-----------------------------------|----------|--------------------------------------------------------------------------|-----------|----------------------|--------------------|-------------------|-------------------|-------------------|-------------------------|-------------|
| Trade | Settle | | | | | | | | | |
| INTEREST | | | | | | | | | | |
| 06/15/24 | 06/15/24 | ALLYA 2022-2 A3 DTD 10/12/2022 4.760% 05/17/2027 | 02008MAC3 | 945,000.00 | 0.00 | 3,748.50 | 3,748.50 | | | |
| 06/15/24 | 06/15/24 | KCOT 2022-2A A3 DTD 07/21/2022 4.090% 12/15/2026 | 50117JAC7 | 670,000.00 | 0.00 | 2,283.58 | 2,283.58 | | | |
| 06/15/24 | 06/15/24 | NAROT 2023-A A3 DTD 04/26/2023 4.910% 11/15/2027 | 65480WAD3 | 500,000.00 | 0.00 | 2,045.83 | 2,045.83 | | | |
| 06/16/24 | 06/16/24 | GMCAR 2022-3 A3 DTD 07/13/2022 3.640% 04/16/2027 | 36265WAD5 | 340,000.00 | 0.00 | 1,031.33 | 1,031.33 | | | |
| 06/16/24 | 06/16/24 | GMCAR 2022-2 A3 DTD 04/13/2022 3.100% 02/16/2027 | 362585AC5 | 196,670.62 | 0.00 | 508.07 | 508.07 | | | |
| 06/16/24 | 06/16/24 | GMCAR 2023-2 A3 DTD 04/12/2023 4.470% 02/16/2028 | 362583AD8 | 295,000.00 | 0.00 | 1,098.88 | 1,098.88 | | | |
| 06/16/24 | 06/16/24 | GMCAR 2022-1 A3 DTD 01/19/2022 1.260% 11/16/2026 | 380146AC4 | 126,108.52 | 0.00 | 132.41 | 132.41 | | | |
| 06/16/24 | 06/16/24 | GMCAR 2023-3 A3 DTD 07/19/2023 5.450% 06/16/2028 | 36267KAD9 | 165,000.00 | 0.00 | 749.38 | 749.38 | | | |
| 06/16/24 | 06/16/24 | GMCAR 2021-4 A3 DTD 10/21/2021 0.680% 09/16/2026 | 362554AC1 | 86,148.91 | 0.00 | 48.82 | 48.82 | | | |
| 06/18/24 | 06/18/24 | FHLMC MULTIFAMILY STRUCTURED POOL DTD 02/01/2018 3.350% 09/01/2028 | 3137FETM2 | 0.00 | 0.00 | (2,385.05) | (2,385.05) | | | |
| 06/18/24 | 06/18/24 | FHLMC MULTIFAMILY STRUCTURED POOL DTD 02/01/2018 3.350% 09/01/2028 | 3137FETM2 | 0.00 | 0.00 | 1,226.59 | 1,226.59 | | | |
| 06/20/24 | 06/20/24 | VWALT 2022-A A3 DTD 06/14/2022 3.440% 07/21/2025 | 92868AAC9 | 71,052.89 | 0.00 | 203.68 | 203.68 | | | |
| 06/21/24 | 06/21/24 | HAROT 2021-4 A3 DTD 11/24/2021 0.880% 01/21/2026 | 43815GAC3 | 120,530.50 | 0.00 | 88.39 | 88.39 | | | |
| 06/25/24 | 06/25/24 | BMWOT 2022-A A3 DTD 05/18/2022 3.210% 08/25/2026 | 05602RAD3 | 200,369.00 | 0.00 | 535.99 | 535.99 | | | |
| 06/25/24 | 06/25/24 | BMWOT 2023-A A3 DTD 07/18/2023 5.470% 02/25/2028 | 05592XAD2 | 185,000.00 | 0.00 | 843.29 | 843.29 | | | |
| Transaction Type Sub-Total | | | | 38,179,557.99 | 0.00 | 298,311.61 | 298,311.61 | | | |



Managed Account Security Transactions & Interest

For the Month Ending **June 30, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

| Transaction Type | Trade | Settle | Security Description | CUSIP | Par | Principal Proceeds | Accrued Interest | Total | Realized G/L Cost | Realized G/L Amort Cost | Sale Method |
|------------------|----------|----------|---------------------------------------------------------------------------------|-----------|------------|--------------------|------------------|------------|-------------------|-------------------------|-------------|
| MATURITY | | | | | | | | | | | |
| | 06/01/24 | 06/01/24 | JPMORGAN CHASE CORP NOTES (CALLED, OMD 6 DTD 06/01/2021 0.824% 06/01/2024 | 46647PCH7 | 595,000.00 | 595,000.00 | 2,451.40 | 597,451.40 | 0.00 | 0.00 | |

| | | | | | | | | | | | |
|-----------------------------------|--|--|--|--|-------------------|-------------------|-----------------|-------------------|-------------|-------------|--|
| Transaction Type Sub-Total | | | | | 595,000.00 | 595,000.00 | 2,451.40 | 597,451.40 | 0.00 | 0.00 | |
|-----------------------------------|--|--|--|--|-------------------|-------------------|-----------------|-------------------|-------------|-------------|--|

| | | | | | | | | | | | |
|-----------------|----------|----------|--------------------------------------------------------------------------|-----------|-----------|-----------|------|-----------|----------|------|--|
| PAYDOWNS | | | | | | | | | | | |
| | 06/01/24 | 06/25/24 | FNA 2016-M3 A2 DTD 03/31/2016 2.702% 02/01/2026 | 3136ARTE8 | 416.81 | 416.81 | 0.00 | 416.81 | 14.12 | 0.00 | |
| | 06/01/24 | 06/25/24 | FNA 2016-M12 A2 DTD 11/30/2016 2.525% 09/01/2026 | 3136AUKX8 | 1,169.60 | 1,169.60 | 0.00 | 1,169.60 | 71.14 | 0.00 | |
| | 06/01/24 | 06/25/24 | FHMS K061 A2 DTD 01/30/2017 3.347% 11/01/2026 | 3137BTUM1 | 942.87 | 942.87 | 0.00 | 942.87 | 44.45 | 0.00 | |
| | 06/01/24 | 06/25/24 | FHLMC MULTIFAMILY STRUCTURED POOL DTD 02/01/2018 3.350% 09/01/2028 | 3137FETM2 | 9,390.13 | 9,390.13 | 0.00 | 9,390.13 | 282.44 | 0.00 | |
| | 06/01/24 | 06/25/24 | FN BM4614 DTD 10/01/2018 3.000% 03/01/2033 | 3140J9DU2 | 3,491.64 | 3,491.64 | 0.00 | 3,491.64 | (229.14) | 0.00 | |
| | 06/01/24 | 06/25/24 | FHMS KJ28 A2 DTD 02/27/2020 2.308% 10/01/2027 | 3137FREE7 | 8,263.77 | 8,263.77 | 0.00 | 8,263.77 | 516.81 | 0.00 | |
| | 06/15/24 | 06/15/24 | CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026 | 14314OAC8 | 8,182.58 | 8,182.58 | 0.00 | 8,182.58 | 1.76 | 0.00 | |
| | 06/15/24 | 06/15/24 | FORDO 2022-A A3 DTD 01/24/2022 1.290% 06/15/2026 | 345286AC2 | 12,110.65 | 12,110.65 | 0.00 | 12,110.65 | 1.44 | 0.00 | |
| | 06/15/24 | 06/15/24 | KCOT 2021-1A A3 DTD 04/14/2021 0.620% 08/15/2025 | 50117TAC5 | 11,377.95 | 11,377.95 | 0.00 | 11,377.95 | 2.33 | 0.00 | |
| | 06/15/24 | 06/15/24 | HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026 | 44935FAD6 | 10,453.85 | 10,453.85 | 0.00 | 10,453.85 | 2.33 | 0.00 | |
| | 06/15/24 | 06/15/24 | CARMX 2021-3 A3 DTD 07/28/2021 0.550% 06/15/2026 | 14317DAC4 | 17,181.89 | 17,181.89 | 0.00 | 17,181.89 | 2.83 | 0.00 | |
| | 06/15/24 | 06/15/24 | KCOT 2021-2A A3 DTD 07/28/2021 0.560% 11/17/2025 | 50117XAE2 | 18,458.04 | 18,458.04 | 0.00 | 18,458.04 | 0.70 | 0.00 | |
| | 06/15/24 | 06/15/24 | ALLYA 2022-1 A3 DTD 05/18/2022 3.310% 11/15/2026 | 02008JAC0 | 27,806.44 | 27,806.44 | 0.00 | 27,806.44 | 5.38 | 0.00 | |



Managed Account Security Transactions & Interest

For the Month Ending **June 30, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

| Transaction Type | | Security Description | CUSIP | Par | Principal Proceeds | Accrued Interest | Total | Realized G/L Cost | Realized G/L Amort Cost | Sale Method |
|------------------|----------|-----------------------------------------------------|-----------|-----------|--------------------|------------------|-----------|-------------------|-------------------------|-------------|
| Trade | Settle | | | | | | | | | |
| PAYDOWNS | | | | | | | | | | |
| 06/15/24 | 06/15/24 | COPAR 2021-1 A3 DTD 10/27/2021 0.770% 09/15/2026 | 14044CAC6 | 11,968.29 | 11,968.29 | 0.00 | 11,968.29 | 0.23 | 0.00 | |
| 06/15/24 | 06/15/24 | CARMX 2022-3 A3 DTD 07/20/2022 3.970% 04/15/2027 | 14318MAD1 | 32,028.35 | 32,028.35 | 0.00 | 32,028.35 | 0.76 | 0.00 | |
| 06/15/24 | 06/15/24 | TAOT 2022-B A3 DTD 04/13/2022 2.930% 09/15/2026 | 89238FAD5 | 16,008.70 | 16,008.70 | 0.00 | 16,008.70 | 0.38 | 0.00 | |
| 06/15/24 | 06/15/24 | ALLYA 2022-2 A3 DTD 10/12/2022 4.760% 05/17/2027 | 02008MAC3 | 51,675.81 | 51,675.81 | 0.00 | 51,675.81 | 0.64 | 0.00 | |
| 06/15/24 | 06/15/24 | HDMOT 2022-A A3 DTD 04/20/2022 3.060% 02/15/2027 | 41284YAD8 | 25,961.02 | 25,961.02 | 0.00 | 25,961.02 | 4.32 | 0.00 | |
| 06/15/24 | 06/15/24 | HART 2022-A A3 DTD 03/16/2022 2.220% 10/15/2026 | 448977AD0 | 15,582.97 | 15,582.97 | 0.00 | 15,582.97 | 0.60 | 0.00 | |
| 06/15/24 | 06/15/24 | HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025 | 44933LAC7 | 8,183.52 | 8,183.52 | 0.00 | 8,183.52 | 0.86 | 0.00 | |
| 06/15/24 | 06/15/24 | WOART 2021-D A3 DTD 11/03/2021 0.810% 10/15/2026 | 98163KAC6 | 14,854.04 | 14,854.04 | 0.00 | 14,854.04 | 2.02 | 0.00 | |
| 06/15/24 | 06/15/24 | CARMX 2022-2 A3 DTD 04/28/2022 3.490% 02/16/2027 | 14317HAC5 | 19,066.57 | 19,066.57 | 0.00 | 19,066.57 | 2.90 | 0.00 | |
| 06/15/24 | 06/15/24 | KCOT 2022-1A A3 DTD 03/23/2022 2.670% 10/15/2026 | 50117EAC8 | 28,193.98 | 28,193.98 | 0.00 | 28,193.98 | 4.03 | 0.00 | |
| 06/16/24 | 06/16/24 | GMCAR 2021-4 A3 DTD 10/21/2021 0.680% 09/16/2026 | 362554AC1 | 7,877.19 | 7,877.19 | 0.00 | 7,877.19 | 0.20 | 0.00 | |
| 06/16/24 | 06/16/24 | GMCAR 2022-2 A3 DTD 04/13/2022 3.100% 02/16/2027 | 362585AC5 | 12,952.27 | 12,952.27 | 0.00 | 12,952.27 | 2.71 | 0.00 | |
| 06/16/24 | 06/16/24 | GMCAR 2022-1 A3 DTD 01/19/2022 1.260% 11/16/2026 | 380146AC4 | 10,908.26 | 10,908.26 | 0.00 | 10,908.26 | 0.95 | 0.00 | |
| 06/16/24 | 06/16/24 | GMCAR 2022-3 A3 DTD 07/13/2022 3.640% 04/16/2027 | 36265WAD5 | 14,989.36 | 14,989.36 | 0.00 | 14,989.36 | 0.10 | 0.00 | |
| 06/20/24 | 06/20/24 | VWALT 2022-A A3 DTD 06/14/2022 3.440% 07/21/2025 | 92868AAC9 | 19,653.90 | 19,653.90 | 0.00 | 19,653.90 | 1.56 | 0.00 | |
| 06/21/24 | 06/21/24 | HAROT 2021-4 A3 DTD 11/24/2021 0.880% 01/21/2026 | 43815GAC3 | 12,645.14 | 12,645.14 | 0.00 | 12,645.14 | 2.67 | 0.00 | |
| 06/25/24 | 06/25/24 | BMWOT 2022-A A3 DTD 05/18/2022 3.210% 08/25/2026 | 05602RAD3 | 16,814.86 | 16,814.86 | 0.00 | 16,814.86 | 0.87 | 0.00 | |



Managed Account Security Transactions & Interest

For the Month Ending **June 30, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

| Transaction Type | | Security Description | CUSIP | Par | Principal Proceeds | Accrued Interest | Total | Realized G/L Cost | Realized G/L Amort Cost | Sale Method |
|-----------------------------------|----------|---------------------------------------------------------------------------------|-----------|-------------------|--------------------|------------------|-------------------|-------------------|-------------------------|-------------|
| Trade | Settle | | | | | | | | | |
| Transaction Type Sub-Total | | | | 448,610.45 | 448,610.45 | 0.00 | 448,610.45 | 742.39 | 0.00 | |
| SELL | | | | | | | | | | |
| 06/04/24 | 06/06/24 | NESTLE HOLDINGS INC CORP NOTE DTD 09/13/2022 4.000% 09/12/2025 | 641062BA1 | 395,000.00 | 389,387.05 | 3,686.67 | 393,073.72 | (5,482.60) | (5,557.83) | FIFO |
| 06/07/24 | 06/10/24 | AMERICAN EXPRESS CO CORP NOTES (CALLABLE DTD 03/04/2022 2.250% 03/04/2025 | 025816C00 | 120,000.00 | 117,206.40 | 720.00 | 117,926.40 | (2,672.40) | (2,764.07) | FIFO |
| 06/07/24 | 06/10/24 | COMMONWEALTH BK AUSTR NY CORPORATE NOTES DTD 09/12/2023 5.499% 09/12/2025 | 20271RAS9 | 440,000.00 | 441,205.60 | 5,914.48 | 447,120.08 | 1,205.60 | 1,205.60 | FIFO |
| 06/07/24 | 06/10/24 | COMET 2021-A3 A3 DTD 11/30/2021 1.040% 11/15/2026 | 14041NFY2 | 500,000.00 | 490,234.38 | 361.11 | 490,595.49 | (9,696.72) | (9,731.84) | FIFO |
| 06/07/24 | 06/10/24 | COOPERATIEVE RABOBANK UA CORPORATE NOTES DTD 01/12/2022 1.375% 01/10/2025 | 21688AAS1 | 500,000.00 | 487,910.00 | 2,864.58 | 490,774.58 | (8,130.00) | (11,306.78) | FIFO |
| 06/07/24 | 06/10/24 | AMERICAN EXPRESS CO CORP NOTES (CALLABLE DTD 03/04/2022 2.250% 03/04/2025 | 025816C00 | 205,000.00 | 200,227.60 | 1,230.00 | 201,457.60 | (4,405.45) | (4,683.01) | FIFO |
| 06/07/24 | 06/10/24 | US TREASURY NOTES DTD 09/15/2022 3.500% 09/15/2025 | 91282CFK2 | 250,000.00 | 245,195.31 | 2,068.61 | 247,263.92 | 205.08 | (2,641.59) | FIFO |
| 06/07/24 | 06/10/24 | DCENT 2021-A1 A1 DTD 09/27/2021 0.580% 09/15/2026 | 254683CP8 | 265,000.00 | 261,480.47 | 106.74 | 261,587.21 | (3,462.79) | (3,493.66) | FIFO |
| 06/10/24 | 06/11/24 | JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 01/09/2023 4.800% 01/09/2026 | 24422EWPO | 525,000.00 | 521,319.75 | 10,640.00 | 531,959.75 | (3,433.50) | (3,550.35) | FIFO |
| 06/10/24 | 06/11/24 | USAA CAPITAL CORP CORPORATE NOTES DTD 05/26/2022 3.375% 05/01/2025 | 90327QD89 | 525,000.00 | 515,697.00 | 1,968.75 | 517,665.75 | (7,586.25) | (8,783.65) | FIFO |
| 06/17/24 | 06/21/24 | US TREASURY NOTES DTD 09/15/2022 3.500% 09/15/2025 | 91282CFK2 | 475,000.00 | 466,390.63 | 4,427.31 | 470,817.94 | 909.18 | (4,597.35) | FIFO |
| 06/17/24 | 06/25/24 | US TREASURY NOTES DTD 09/15/2022 3.500% 09/15/2025 | 91282CFK2 | 225,000.00 | 220,948.24 | 2,182.74 | 223,130.98 | 457.03 | (2,168.18) | FIFO |
| 06/20/24 | 06/21/24 | US TREASURY NOTES DTD 09/15/2022 3.500% 09/15/2025 | 91282CFK2 | 550,000.00 | 540,203.13 | 5,126.36 | 545,329.49 | 1,224.61 | (5,151.37) | FIFO |



Managed Account Security Transactions & Interest

For the Month Ending **June 30, 2024**

City of Antioch - Investment Portfolio - 6090-002 - (04380500)

| Transaction Type | | Security Description | CUSIP | Par | Principal Proceeds | Accrued Interest | Total | Realized G/L Cost | Realized G/L Amort Cost | Sale Method |
|------------------------------------|----------|------------------------------------------------------------------------------|-----------|---------------------|---------------------|-------------------|---------------------|--------------------|-------------------------|-------------|
| Trade | Settle | | | | | | | | | |
| SELL | | | | | | | | | | |
| 06/20/24 | 06/21/24 | HOME DEPOT INC NOTES (CALLABLE) DTD 09/19/2022 4.000% 09/15/2025 | 437076CR1 | 115,000.00 | 113,308.35 | 1,226.67 | 114,535.02 | (1,650.25) | (1,674.55) | FIFO |
| 06/20/24 | 06/24/24 | JP MORGAN CHASE CORP NOTES (CALLABLE) DTD 07/21/2015 3.900% 07/15/2025 | 46625HMN7 | 475,000.00 | 467,894.00 | 8,181.88 | 476,075.88 | (21,940.25) | (10,985.52) | FIFO |
| 06/20/24 | 06/25/24 | US TREASURY NOTES DTD 09/15/2022 3.500% 09/15/2025 | 91282CFK2 | 350,000.00 | 343,806.64 | 3,395.38 | 347,202.02 | 820.31 | (3,263.35) | FIFO |
| 06/24/24 | 06/27/24 | US TREASURY NOTES DTD 09/15/2022 3.500% 09/15/2025 | 91282CFK2 | 400,000.00 | 392,890.63 | 3,956.52 | 396,847.15 | 906.26 | (3,775.77) | FIFO |
| Transaction Type Sub-Total | | | | 6,315,000.00 | 6,215,305.18 | 58,057.80 | 6,273,362.98 | (62,732.14) | (82,923.27) | |
| Managed Account Sub-Total | | | | | (320,962.84) | 343,824.82 | 22,861.98 | (61,989.75) | (82,923.27) | |
| Total Security Transactions | | | | | (320,962.84) | 343,824.82 | 22,861.98 | (61,989.75) | (82,923.27) | |



Account Statement

For the Month Ending **June 30, 2024**

City of Antioch - Investment Portfolio - 6090-002

| Trade Date | Settlement Date | Transaction Description | Share or Unit Price | Dollar Amount of Transaction | Total Shares Owned |
|------------------------|-----------------|---------------------------------|---------------------|------------------------------|--------------------|
| CAMP Pool | | | | | |
| Opening Balance | | | | | 23,772.43 |
| 06/03/24 | 06/03/24 | Purchase - Interest 69353REQ7 | 1.00 | 6,906.25 | 30,678.68 |
| 06/03/24 | 06/03/24 | Purchase - Principal 46647PCH7 | 1.00 | 597,451.40 | 628,130.08 |
| 06/05/24 | 06/05/24 | Purchase - Interest 05531FBE2 | 1.00 | 8,787.50 | 636,917.58 |
| 06/05/24 | 06/05/24 | Purchase - Interest 53522KAB9 | 1.00 | 12,337.50 | 649,255.08 |
| 06/06/24 | 06/06/24 | Purchase - Interest 641062BA1 | 1.00 | 3,686.67 | 652,941.75 |
| 06/06/24 | 06/06/24 | Purchase - Principal 641062BA1 | 1.00 | 389,387.05 | 1,042,328.80 |
| 06/10/24 | 06/10/24 | Purchase - Interest 05254JAA8 | 1.00 | 11,320.80 | 1,053,649.60 |
| 06/10/24 | 06/10/24 | Purchase - Interest 63254ABD9 | 1.00 | 9,887.50 | 1,063,537.10 |
| 06/10/24 | 06/10/24 | Purchase - Interest 025816CQ0 | 1.00 | 1,950.00 | 1,065,487.10 |
| 06/10/24 | 06/10/24 | Purchase - Principal 025816CQ0 | 1.00 | 317,434.00 | 1,382,921.10 |
| 06/10/24 | 06/10/24 | Purchase - Interest 14041NFY2 | 1.00 | 361.11 | 1,383,282.21 |
| 06/10/24 | 06/10/24 | Purchase - Principal 14041NFY2 | 1.00 | 490,234.38 | 1,873,516.59 |
| 06/10/24 | 06/10/24 | Purchase - Principal 20271RAS9 | 1.00 | 441,205.60 | 2,314,722.19 |
| 06/10/24 | 06/10/24 | Purchase - Interest 20271RAS9 | 1.00 | 5,914.48 | 2,320,636.67 |
| 06/10/24 | 06/10/24 | Purchase - Principal 21688AAS1 | 1.00 | 487,910.00 | 2,808,546.67 |
| 06/10/24 | 06/10/24 | Purchase - Interest 21688AAS1 | 1.00 | 2,864.58 | 2,811,411.25 |
| 06/10/24 | 06/10/24 | Purchase - Interest 254683CP8 | 1.00 | 106.74 | 2,811,517.99 |
| 06/10/24 | 06/10/24 | Purchase - Principal 254683CP8 | 1.00 | 261,480.47 | 3,072,998.46 |
| 06/10/24 | 06/10/24 | Purchase - Principal 91282CFK2 | 1.00 | 245,195.31 | 3,318,193.77 |
| 06/10/24 | 06/10/24 | Purchase - Interest 91282CFK2 | 1.00 | 2,068.61 | 3,320,262.38 |
| 06/10/24 | 06/10/24 | Redemption - Interest 91282CKR1 | 1.00 | (8,902.17) | 3,311,360.21 |



Account Statement

For the Month Ending **June 30, 2024**

City of Antioch - Investment Portfolio - 6090-002

| Trade Date | Settlement Date | Transaction Description | Share or Unit Price | Dollar Amount of Transaction | Total Shares Owned |
|------------------|-----------------|----------------------------------|---------------------|------------------------------|--------------------|
| CAMP Pool | | | | | |
| 06/10/24 | 06/10/24 | Redemption - Principal 91282CKR1 | 1.00 | (2,788,515.63) | 522,844.58 |
| 06/11/24 | 06/11/24 | Purchase - Interest 94988J6F9 | 1.00 | 21,672.75 | 544,517.33 |
| 06/11/24 | 06/11/24 | Purchase - Principal 24422EWPO | 1.00 | 521,319.75 | 1,065,837.08 |
| 06/11/24 | 06/11/24 | Purchase - Interest 24422EWPO | 1.00 | 10,640.00 | 1,076,477.08 |
| 06/11/24 | 06/11/24 | Purchase - Interest 90327QD89 | 1.00 | 1,968.75 | 1,078,445.83 |
| 06/11/24 | 06/11/24 | Purchase - Principal 90327QD89 | 1.00 | 515,697.00 | 1,594,142.83 |
| 06/11/24 | 06/11/24 | Redemption - Principal 24422EXR5 | 1.00 | (549,318.00) | 1,044,824.83 |
| 06/11/24 | 06/11/24 | Redemption - Principal 096919AD7 | 1.00 | (464,929.37) | 579,895.46 |
| 06/12/24 | 06/12/24 | Redemption - Interest 91282CKR1 | 1.00 | (1,797.55) | 578,097.91 |
| 06/12/24 | 06/12/24 | Redemption - Principal 91282CKR1 | 1.00 | (522,518.55) | 55,579.36 |
| 06/17/24 | 06/17/24 | Purchase - Interest 63743HFE7 | 1.00 | 4,312.50 | 59,891.86 |
| 06/17/24 | 06/17/24 | Purchase - Interest 91282CHH7 | 1.00 | 44,343.75 | 104,235.61 |
| 06/17/24 | 06/17/24 | Purchase - Interest 91282CJP7 | 1.00 | 89,687.50 | 193,923.11 |
| 06/17/24 | 06/17/24 | Purchase - Interest 02008JAC0 | 1.00 | 968.63 | 194,891.74 |
| 06/17/24 | 06/17/24 | Purchase - Interest 02008MAC3 | 1.00 | 3,748.50 | 198,640.24 |
| 06/17/24 | 06/17/24 | Purchase - Interest 02582JJT8 | 1.00 | 2,302.38 | 200,942.62 |
| 06/17/24 | 06/17/24 | Purchase - Interest 02582JJX9 | 1.00 | 1,113.75 | 202,056.37 |
| 06/17/24 | 06/17/24 | Purchase - Interest 02582JJZ4 | 1.00 | 1,217.50 | 203,273.87 |
| 06/17/24 | 06/17/24 | Purchase - Interest 05522RDG0 | 1.00 | 1,077.75 | 204,351.62 |
| 06/17/24 | 06/17/24 | Purchase - Interest 09709AAC6 | 1.00 | 410.17 | 204,761.79 |
| 06/17/24 | 06/17/24 | Purchase - Interest 14041NFZ9 | 1.00 | 1,166.67 | 205,928.46 |
| 06/17/24 | 06/17/24 | Purchase - Interest 14041NGA3 | 1.00 | 2,152.17 | 208,080.63 |



Account Statement

For the Month Ending **June 30, 2024**

City of Antioch - Investment Portfolio - 6090-002

| Trade Date | Settlement Date | Transaction Description | Share or Unit Price | Dollar Amount of Transaction | Total Shares Owned |
|------------------|-----------------|-------------------------------|---------------------|------------------------------|--------------------|
| CAMP Pool | | | | | |
| 06/17/24 | 06/17/24 | Purchase - Interest 14044CAC6 | 1.00 | 85.78 | 208,166.41 |
| 06/17/24 | 06/17/24 | Purchase - Interest 14314QAC8 | 1.00 | 20.03 | 208,186.44 |
| 06/17/24 | 06/17/24 | Purchase - Interest 14317DAC4 | 1.00 | 78.84 | 208,265.28 |
| 06/17/24 | 06/17/24 | Purchase - Interest 14317HAC5 | 1.00 | 828.08 | 209,093.36 |
| 06/17/24 | 06/17/24 | Purchase - Interest 14318MAD1 | 1.00 | 1,821.03 | 210,914.39 |
| 06/17/24 | 06/17/24 | Purchase - Interest 14318UAD3 | 1.00 | 2,981.50 | 213,895.89 |
| 06/17/24 | 06/17/24 | Purchase - Interest 161571HT4 | 1.00 | 3,719.50 | 217,615.39 |
| 06/17/24 | 06/17/24 | Purchase - Interest 161571HV9 | 1.00 | 2,740.83 | 220,356.22 |
| 06/17/24 | 06/17/24 | Purchase - Interest 254683CS2 | 1.00 | 1,577.00 | 221,933.22 |
| 06/17/24 | 06/17/24 | Purchase - Interest 254683CW3 | 1.00 | 1,972.83 | 223,906.05 |
| 06/17/24 | 06/17/24 | Purchase - Interest 254683CY9 | 1.00 | 2,406.42 | 226,312.47 |
| 06/17/24 | 06/17/24 | Purchase - Interest 31680EAD3 | 1.00 | 2,580.67 | 228,893.14 |
| 06/17/24 | 06/17/24 | Purchase - Interest 344928AD8 | 1.00 | 1,065.63 | 229,958.77 |
| 06/17/24 | 06/17/24 | Purchase - Interest 344930AD4 | 1.00 | 1,351.08 | 231,309.85 |
| 06/17/24 | 06/17/24 | Purchase - Interest 345286AC2 | 1.00 | 136.76 | 231,446.61 |
| 06/17/24 | 06/17/24 | Purchase - Interest 34535EAD4 | 1.00 | 1,654.25 | 233,100.86 |
| 06/17/24 | 06/17/24 | Purchase - Interest 362554AC1 | 1.00 | 48.82 | 233,149.68 |
| 06/17/24 | 06/17/24 | Purchase - Interest 362583AD8 | 1.00 | 1,098.88 | 234,248.56 |
| 06/17/24 | 06/17/24 | Purchase - Interest 362585AC5 | 1.00 | 508.07 | 234,756.63 |
| 06/17/24 | 06/17/24 | Purchase - Interest 36265WAD5 | 1.00 | 1,031.33 | 235,787.96 |
| 06/17/24 | 06/17/24 | Purchase - Interest 36267KAD9 | 1.00 | 749.38 | 236,537.34 |
| 06/17/24 | 06/17/24 | Purchase - Interest 380146AC4 | 1.00 | 132.41 | 236,669.75 |



Account Statement

For the Month Ending **June 30, 2024**

City of Antioch - Investment Portfolio - 6090-002

| Trade Date | Settlement Date | Transaction Description | Share or Unit Price | Dollar Amount of Transaction | Total Shares Owned |
|------------------|-----------------|-------------------------------|---------------------|------------------------------|--------------------|
| CAMP Pool | | | | | |
| 06/17/24 | 06/17/24 | Purchase - Interest 41284YAD8 | 1.00 | 779.23 | 237,448.98 |
| 06/17/24 | 06/17/24 | Purchase - Interest 41285JAD0 | 1.00 | 1,515.00 | 238,963.98 |
| 06/17/24 | 06/17/24 | Purchase - Interest 437927AC0 | 1.00 | 1,437.92 | 240,401.90 |
| 06/17/24 | 06/17/24 | Purchase - Interest 446144AE7 | 1.00 | 1,394.67 | 241,796.57 |
| 06/17/24 | 06/17/24 | Purchase - Interest 448977AD0 | 1.00 | 348.60 | 242,145.17 |
| 06/17/24 | 06/17/24 | Purchase - Interest 44933DAD3 | 1.00 | 3,234.00 | 245,379.17 |
| 06/17/24 | 06/17/24 | Purchase - Interest 44933LAC7 | 1.00 | 4.63 | 245,383.80 |
| 06/17/24 | 06/17/24 | Purchase - Interest 44933XAD9 | 1.00 | 776.33 | 246,160.13 |
| 06/17/24 | 06/17/24 | Purchase - Interest 44935FAD6 | 1.00 | 55.40 | 246,215.53 |
| 06/17/24 | 06/17/24 | Purchase - Interest 50117EAC8 | 1.00 | 1,005.57 | 247,221.10 |
| 06/17/24 | 06/17/24 | Purchase - Interest 50117JAC7 | 1.00 | 2,283.58 | 249,504.68 |
| 06/17/24 | 06/17/24 | Purchase - Interest 50117KAC4 | 1.00 | 1,526.92 | 251,031.60 |
| 06/17/24 | 06/17/24 | Purchase - Interest 50117TAC5 | 1.00 | 23.04 | 251,054.64 |
| 06/17/24 | 06/17/24 | Purchase - Interest 50117XAE2 | 1.00 | 62.49 | 251,117.13 |
| 06/17/24 | 06/17/24 | Purchase - Interest 58768PAC8 | 1.00 | 3,755.54 | 254,872.67 |
| 06/17/24 | 06/17/24 | Purchase - Interest 65480JAC4 | 1.00 | 1,839.75 | 256,712.42 |
| 06/17/24 | 06/17/24 | Purchase - Interest 65480WAD3 | 1.00 | 2,045.83 | 258,758.25 |
| 06/17/24 | 06/17/24 | Purchase - Interest 891940AC2 | 1.00 | 1,311.83 | 260,070.08 |
| 06/17/24 | 06/17/24 | Purchase - Interest 891941AD8 | 1.00 | 1,648.50 | 261,718.58 |
| 06/17/24 | 06/17/24 | Purchase - Interest 89231CAD9 | 1.00 | 705.00 | 262,423.58 |
| 06/17/24 | 06/17/24 | Purchase - Interest 89238FAD5 | 1.00 | 525.27 | 262,948.85 |
| 06/17/24 | 06/17/24 | Purchase - Interest 89239HAD0 | 1.00 | 1,060.00 | 264,008.85 |



Account Statement

For the Month Ending **June 30, 2024**

City of Antioch - Investment Portfolio - 6090-002

| Trade Date | Settlement Date | Transaction Description | Share or Unit Price | Dollar Amount of Transaction | Total Shares Owned |
|------------------|-----------------|--------------------------------|---------------------|------------------------------|--------------------|
| CAMP Pool | | | | | |
| 06/17/24 | 06/17/24 | Purchase - Interest 98163KAC6 | 1.00 | 103.67 | 264,112.52 |
| 06/17/24 | 06/17/24 | Purchase - Principal 41284YAD8 | 1.00 | 25,961.02 | 290,073.54 |
| 06/17/24 | 06/17/24 | Purchase - Principal 345286AC2 | 1.00 | 12,110.65 | 302,184.19 |
| 06/17/24 | 06/17/24 | Purchase - Principal 02008MAC3 | 1.00 | 51,675.81 | 353,860.00 |
| 06/17/24 | 06/17/24 | Purchase - Principal 02008JAC0 | 1.00 | 27,806.44 | 381,666.44 |
| 06/17/24 | 06/17/24 | Purchase - Principal 44935FAD6 | 1.00 | 10,453.85 | 392,120.29 |
| 06/17/24 | 06/17/24 | Purchase - Principal 14044CAC6 | 1.00 | 11,968.29 | 404,088.58 |
| 06/17/24 | 06/17/24 | Purchase - Principal 50117XAE2 | 1.00 | 18,458.04 | 422,546.62 |
| 06/17/24 | 06/17/24 | Purchase - Principal 14318MAD1 | 1.00 | 32,028.35 | 454,574.97 |
| 06/17/24 | 06/17/24 | Purchase - Principal 44933LAC7 | 1.00 | 8,183.52 | 462,758.49 |
| 06/17/24 | 06/17/24 | Purchase - Principal 14314QAC8 | 1.00 | 8,182.58 | 470,941.07 |
| 06/17/24 | 06/17/24 | Purchase - Principal 448977AD0 | 1.00 | 15,582.97 | 486,524.04 |
| 06/17/24 | 06/17/24 | Purchase - Principal 98163KAC6 | 1.00 | 14,854.04 | 501,378.08 |
| 06/17/24 | 06/17/24 | Purchase - Principal 362554AC1 | 1.00 | 7,877.19 | 509,255.27 |
| 06/17/24 | 06/17/24 | Purchase - Principal 36265WAD5 | 1.00 | 14,989.36 | 524,244.63 |
| 06/17/24 | 06/17/24 | Purchase - Principal 362585AC5 | 1.00 | 12,952.27 | 537,196.90 |
| 06/17/24 | 06/17/24 | Purchase - Principal 380146AC4 | 1.00 | 10,908.26 | 548,105.16 |
| 06/17/24 | 06/17/24 | Purchase - Principal 89238FAD5 | 1.00 | 16,008.70 | 564,113.86 |
| 06/17/24 | 06/17/24 | Purchase - Principal 14317HAC5 | 1.00 | 19,066.57 | 583,180.43 |
| 06/17/24 | 06/17/24 | Purchase - Principal 50117EAC8 | 1.00 | 28,193.98 | 611,374.41 |
| 06/17/24 | 06/17/24 | Purchase - Principal 14317DAC4 | 1.00 | 17,181.89 | 628,556.30 |
| 06/17/24 | 06/17/24 | Purchase - Principal 50117TAC5 | 1.00 | 11,377.95 | 639,934.25 |



Account Statement

For the Month Ending June 30, 2024

City of Antioch - Investment Portfolio - 6090-002

| Trade Date | Settlement Date | Transaction Description | Share or Unit Price | Dollar Amount of Transaction | Total Shares Owned |
|------------------|-----------------|----------------------------------------------------------|---------------------|------------------------------|--------------------|
| CAMP Pool | | | | | |
| 06/18/24 | 06/18/24 | Purchase - Correction to Interest 3137FETM2 from 5/28/24 | 1.00 | 1,226.59 | 641,160.84 |
| 06/18/24 | 06/18/24 | Redemption - Reversal of Interest 3137FETM2 from 5/28/24 | 1.00 | (2,385.05) | 638,775.79 |
| 06/20/24 | 06/20/24 | Purchase - Interest 92868AAC9 | 1.00 | 203.68 | 638,979.47 |
| 06/20/24 | 06/20/24 | Purchase - Principal 92868AAC9 | 1.00 | 19,653.90 | 658,633.37 |
| 06/21/24 | 06/21/24 | Purchase - Interest 43815GAC3 | 1.00 | 88.39 | 658,721.76 |
| 06/21/24 | 06/21/24 | Purchase - Principal 437076CR1 | 1.00 | 113,308.35 | 772,030.11 |
| 06/21/24 | 06/21/24 | Purchase - Interest 437076CR1 | 1.00 | 1,226.67 | 773,256.78 |
| 06/21/24 | 06/21/24 | Purchase - Principal 91282CFK2 | 1.00 | 540,203.13 | 1,313,459.91 |
| 06/21/24 | 06/21/24 | Purchase - Interest 91282CFK2 | 1.00 | 4,427.31 | 1,317,887.22 |
| 06/21/24 | 06/21/24 | Purchase - Interest 91282CFK2 | 1.00 | 5,126.36 | 1,323,013.58 |
| 06/21/24 | 06/21/24 | Purchase - Principal 91282CFK2 | 1.00 | 466,390.63 | 1,789,404.21 |
| 06/21/24 | 06/21/24 | Purchase - Principal 43815GAC3 | 1.00 | 12,645.14 | 1,802,049.35 |
| 06/21/24 | 06/21/24 | Redemption - Principal 3137FBU79 | 1.00 | (547,193.36) | 1,254,855.99 |
| 06/21/24 | 06/21/24 | Redemption - Interest 3137FBU79 | 1.00 | (1,018.07) | 1,253,837.92 |
| 06/21/24 | 06/21/24 | Redemption - Interest 025816CM9 | 1.00 | (915.52) | 1,252,922.40 |
| 06/21/24 | 06/21/24 | Redemption - Principal 025816CM9 | 1.00 | (391,102.00) | 861,820.40 |
| 06/21/24 | 06/21/24 | Redemption - Principal 3137FBBX3 | 1.00 | (548,541.02) | 313,279.38 |
| 06/21/24 | 06/21/24 | Redemption - Interest 3137FBBX3 | 1.00 | (1,036.28) | 312,243.10 |
| 06/24/24 | 06/24/24 | Purchase - Principal 46625HMN7 | 1.00 | 467,894.00 | 780,137.10 |
| 06/24/24 | 06/24/24 | Purchase - Interest 46625HMN7 | 1.00 | 8,181.88 | 788,318.98 |
| 06/24/24 | 06/24/24 | Redemption - Principal 34531QAD1 | 1.00 | (604,994.43) | 183,324.55 |
| 06/25/24 | 06/25/24 | Purchase - Interest 05592XAD2 | 1.00 | 843.29 | 184,167.84 |



Account Statement

For the Month Ending **June 30, 2024**

City of Antioch - Investment Portfolio - 6090-002

| Trade Date | Settlement Date | Transaction Description | Share or Unit Price | Dollar Amount of Transaction | Total Shares Owned |
|------------------|-----------------|--------------------------------|---------------------|------------------------------|--------------------|
| CAMP Pool | | | | | |
| 06/25/24 | 06/25/24 | Purchase - Interest 05602RAD3 | 1.00 | 535.99 | 184,703.83 |
| 06/25/24 | 06/25/24 | Purchase - Interest 3140J9DU2 | 1.00 | 476.20 | 185,180.03 |
| 06/25/24 | 06/25/24 | Purchase - Interest 3137FETM2 | 1.00 | 769.43 | 185,949.46 |
| 06/25/24 | 06/25/24 | Purchase - Interest 3137F1G44 | 1.00 | 1,553.94 | 187,503.40 |
| 06/25/24 | 06/25/24 | Purchase - Interest 3137BVZ82 | 1.00 | 1,429.17 | 188,932.57 |
| 06/25/24 | 06/25/24 | Purchase - Interest 3137BUX60 | 1.00 | 1,422.08 | 190,354.65 |
| 06/25/24 | 06/25/24 | Purchase - Interest 3137BTUM1 | 1.00 | 1,378.85 | 191,733.50 |
| 06/25/24 | 06/25/24 | Purchase - Interest 3137BSP72 | 1.00 | 1,890.26 | 193,623.76 |
| 06/25/24 | 06/25/24 | Purchase - Interest 3137BRQJ7 | 1.00 | 2,462.92 | 196,086.68 |
| 06/25/24 | 06/25/24 | Purchase - Interest 3137BNGT5 | 1.00 | 2,573.44 | 198,660.12 |
| 06/25/24 | 06/25/24 | Purchase - Interest 3137BN6G4 | 1.00 | 1,372.71 | 200,032.83 |
| 06/25/24 | 06/25/24 | Purchase - Interest 3136AUKX8 | 1.00 | 1,342.93 | 201,375.76 |
| 06/25/24 | 06/25/24 | Purchase - Interest 3136ARTE8 | 1.00 | 622.92 | 201,998.68 |
| 06/25/24 | 06/25/24 | Purchase - Interest 3137FREE7 | 1.00 | 1,058.41 | 203,057.09 |
| 06/25/24 | 06/25/24 | Purchase - Interest 91282CFK2 | 1.00 | 3,395.38 | 206,452.47 |
| 06/25/24 | 06/25/24 | Purchase - Principal 91282CFK2 | 1.00 | 343,806.64 | 550,259.11 |
| 06/25/24 | 06/25/24 | Purchase - Principal 91282CFK2 | 1.00 | 220,948.24 | 771,207.35 |
| 06/25/24 | 06/25/24 | Purchase - Interest 91282CFK2 | 1.00 | 2,182.74 | 773,390.09 |
| 06/25/24 | 06/25/24 | Purchase - Principal 3137BTUM1 | 1.00 | 942.87 | 774,332.96 |
| 06/25/24 | 06/25/24 | Purchase - Principal 3137FREE7 | 1.00 | 8,263.77 | 782,596.73 |
| 06/25/24 | 06/25/24 | Purchase - Principal 3140J9DU2 | 1.00 | 3,491.64 | 786,088.37 |
| 06/25/24 | 06/25/24 | Purchase - Principal 05602RAD3 | 1.00 | 16,814.86 | 802,903.23 |



Account Statement

For the Month Ending June 30, 2024

City of Antioch - Investment Portfolio - 6090-002

| Trade Date | Settlement Date | Transaction Description | Share or Unit Price | Dollar Amount of Transaction | Total Shares Owned |
|------------------|-----------------|-------------------------------------------------|---------------------|------------------------------|--------------------|
| CAMP Pool | | | | | |
| 06/25/24 | 06/25/24 | Purchase - Principal 3136AUKX8 | 1.00 | 1,169.60 | 804,072.83 |
| 06/25/24 | 06/25/24 | Purchase - Principal 3136ARTE8 | 1.00 | 416.81 | 804,489.64 |
| 06/25/24 | 06/25/24 | Purchase - Principal 3137FETM2 | 1.00 | 9,390.13 | 813,879.77 |
| 06/25/24 | 06/25/24 | Redemption - Principal 437076DB5 | 1.00 | (244,189.05) | 569,690.72 |
| 06/25/24 | 06/25/24 | Redemption - Principal 50117DAC0 | 1.00 | (369,991.12) | 199,699.60 |
| 06/26/24 | 06/26/24 | IP Fees May 2024 | 1.00 | (8,000.56) | 191,699.04 |
| 06/26/24 | 06/26/24 | U.S. Bank Fees April 2024 | 1.00 | (406.74) | 191,292.30 |
| 06/27/24 | 06/27/24 | Purchase - Interest 91282CFK2 | 1.00 | 3,956.52 | 195,248.82 |
| 06/27/24 | 06/27/24 | Purchase - Principal 91282CFK2 | 1.00 | 392,890.63 | 588,139.45 |
| 06/27/24 | 06/27/24 | Redemption - Interest 3137FAWS3 | 1.00 | (1,326.40) | 586,813.05 |
| 06/27/24 | 06/27/24 | Redemption - Principal 3137FAWS3 | 1.00 | (548,585.94) | 38,227.11 |
| 06/28/24 | 07/01/24 | Accrual Income Div Reinvestment - Distributions | 1.00 | 1,740.84 | 39,967.95 |



Account Statement

For the Month Ending **June 30, 2024**

City of Antioch - Investment Portfolio - 6090-002

| Trade Date | Settlement Date | Transaction Description | Share or Unit Price | Dollar Amount of Transaction | Total Shares Owned |
|-----------------------------------|-----------------|-------------------------|-----------------------------|-----------------------------------|--------------------|
| Closing Balance | | | | | 39,967.95 |
| | | Month of June | Fiscal YTD July-June | | |
| Opening Balance | | 23,772.43 | 0.00 | Closing Balance | 39,967.95 |
| Purchases | | 7,621,862.33 | 47,777,479.76 | Average Monthly Balance | 391,610.27 |
| Redemptions (Excl. Checks) | | (7,605,666.81) | (47,737,511.81) | Monthly Distribution Yield | 5.43% |
| Check Disbursements | | 0.00 | 0.00 | | |
| Closing Balance | | 39,967.95 | 39,967.95 | | |
| Cash Dividends and Income | | 1,740.84 | 11,581.17 | | |



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting on September 10, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Kevin W. Kundinger, Assistant City Attorney *KK*

APPROVED BY: Thomas Lloyd Smith, City Attorney *TLS*

SUBJECT: Second Reading: Ordinance Adding Chapter 6 to Title 11 (Just Cause Eviction Ordinance)

RECOMMENDED ACTION

It is recommended that the City Council adopt the proposed Ordinance Adding Chapter 6 to Title 11 of the Antioch Municipal Code Providing Just Cause Eviction Protection within the City of Antioch (attached as Attachment A).

FISCAL IMPACT

Adoption of the Ordinance would include increased future workloads for the City Attorney's Office related to new inquiries and requests for services from tenants and landlords. We anticipate this would include costs associated with tracking notices that would be sent to the City, administration of systems necessary to ensure compliance with the Ellis Act, preparation of forms that would be available for landlords and tenants, and potential legal action that would be taken by the City against violators or the Ordinance. This would require at minimum an administrative analyst position to manage tracking the notices and the implementation and upkeep of an Ellis Act program, along with the possibility of also requiring a deputy city attorney to handle enforcement of the Ordinance. However, the ultimate financial impact of this Ordinance cannot be fully assessed at this time.

ANTIOCH CITY COUNCIL DISCUSSIONS

On March 26, 2024, the City Council discussed proposing a Just Cause Eviction Ordinance ("Ordinance") for rental properties within the City of Antioch. The City Council directed staff to prepare a draft ordinance modeled on the City of Bell Garden's ordinance and incorporating particular concerns raised by the Antioch City Council.

On April 23, 2024, the City Council was presented a summary of the draft Ordinance, which received public comment and was reviewed by the City Council. After the comment period and the subsequent review, the Councilmembers provided staff with direction regarding specific provisions of the draft Ordinance and directed staff to produce an updated draft Ordinance that addressed the City Council's concerns.

On May 15, 2024, the City Council directed staff, through coordination with the Mayor, to meet with stakeholders to develop draft language to present to City Council. The City Attorney's Office and the Mayor met with stakeholders on June 7, July 11, and August 6, at which time the Mayor directed staff to meet with shareholders to finalize the draft language that is being brought forward as this meeting. On August 21, the language was finalized.

At the August 27, 2024 meeting, the City Council approved the Ordinance adding Chapter 6 to Title 11 (Tenant Protections) of the Antioch Municipal Code, which provide just cause eviction protections to the citizens of Antioch.

SUMMARY

State law requires "just cause" for a landlord to evict a tenant who has continuously and lawfully occupied a residence for at least 12 months.¹ The California Tenant Protection Act of 2019 ("TPA") limits rent increases and places restrictions on landlords' ability to evict tenants, unless the eviction is as a result of a "just cause" that is defined by state law. The TPA also imposes certain notice and language requirements.² "Just cause" includes "at-fault" evictions for wrongful or malicious conduct by tenants and "no-fault" evictions, such as when a property owner or their immediate family move into an otherwise occupied unit, remove a unit from the rental market, or when a landlord intends to demolish or "substantially remodel" a unit. Section 1946.2 also provides protections against evictions that do not meet the "just cause" standard as well as remedies that tenants can avail themselves of when evicted without "just cause."

Notwithstanding the protections afforded by state law, there are still many tenants who are not covered by the existing provisions of the TPA and thus are at risk of unnecessary or unjust evictions. Potentially foreseeing this outcome, the State Legislature drafted Section 1946.2 to preempt all local "just cause" eviction ordinances that were less protective than provided for in that section.

ANALYSIS

A municipality may subject residential real property to "just cause" eviction requirements that are more protective than what is required under State law (Section 1946.2). To do so, the ordinance must: (i) have "just cause" eviction criteria that are consistent with Section 1946.2; (ii) further limit the reasons for termination of a residential tenancy, provide for higher relocation assistance amounts, or provide additional tenant protections that are not prohibited by any other provision of law; and (iii) be accompanied by a finding that the ordinance is more protective than the provisions of Section 1946.2.

The Ordinance meets all the requirements to comply with Section 1946.2. The "just cause" eviction criteria are consistent with those in Section 1946.2. The Ordinance provides for relocation payments higher than required by Section 1946.2. Furthermore, the Ordinance provides protections that do not exist under current state law such as requirements for tenant buyout agreements, a decrease in the amount of time a tenant

¹ California Civil Code section 1946.2 (amended by Senate Bill 567, which took effect April 1, 2024).

² The California Tenant Protection Act of 2019 went into effect in 2020 and was enacted as California Civil Code sections 1946.2 and 1947.12.

must live in a rental unit to gain eviction protection, and an increase in the overall proportion of tenants that would be eligible receive tenant protections.

The Ordinance now incorporates the provisions of the Ellis Act, which opens up new protections afforded by California State law.

The Ordinance mitigates excessive evictions without being excessively burdensome on landlords. The Ordinance does not significantly limit the rights of landlords when it comes to evictions beyond limitations created by Section 1946.2. Instead, the Ordinance provides additional protections for tenants who experience unlawful evictions including additional financial assistance, assistance with securing alternate housing arraignments, and tools to contest unlaw eviction actions through administrative or court hearings.

The Ordinance creates an avenue for tenants who have been evicted in order for a landlord to renovate or repair a rental unit to return to the same unit at a rate similar to that which they paid at the time of their eviction. Additionally, the Ordinance expands the opportunity granted to tenants to move back into renovated or repaired unit they had once inhabited without suffering inordinate rental price increases.

The Ordinance enables the City to effectively monitor evictions in the City of Antioch and to prevent or deter unnecessary or unlawful evictions. The Ordinance deters landlords from unjustly evicting lawful tenants, which is important given the housing crisis in Antioch and across the State of California.

ATTACHMENTS

A. Just Cause Eviction Ordinance

ORDINANCE NO. 2024-X-X

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH ADDING CHAPTER 6 TO TITLE 11 OF THE ANTIOCH MUNICIPAL CODE RELATING TO TENANT EVICTION PROTECTIONS

WHEREAS, The City Council finds that the just cause for termination of residential tenancy requirements authorized by this chapter is consistent with California Civil Code section 1946.2;

WHEREAS, The City Council further finds that the provisions of this chapter are “more protective” than the provisions of California Civil Code Section 1946.2;

WHEREAS, this chapter regulates evictions for certain tenancies, requires landlords to provide relocation assistance for certain no-fault evictions, prohibits retaliation and harassment, and provides for the implementation and enforcement of this chapter;

WHEREAS, the intent of this chapter is to incorporate the provisions of the California Government Code Sections 7060 through 7060.7, otherwise known as the Ellis Act;

WHEREAS, the intent of this chapter is to provide eviction protections the day a rental agreement becomes effective until the day the landlord-tenant relationship is terminated;

The City Council of the City of Antioch does ordain as follows:

TENANT EVICTION PROTECTIONS

Sections:

- 11-6.01 Purpose and applicability.
- 11-6.02 Definitions.
- 11-6.03 Exemptions
- 11-6.04 Termination of tenancy.
- 11-6.05 Right to Replace Departing Tenant
- 11-6.06 Relocation assistance.
- 11-6.07 Tenant buyout agreements.
- 11-6.08 Retaliatory eviction and harassment prohibited.

- 11-6.09 Notices to tenants.
- 11-6.10 Enforcement.
- 11-6.11 Remedies.
- 11-6.12 Waiver.
- 11-6.13 Severability.

11-6.01 Purpose and applicability.

A. The City Council finds that the just cause for termination of a residential tenancy requirements authorized by this chapter is consistent with California Civil Code section 1946.2.

B. The City Council further finds that the provisions of this chapter are “more protective” than the provisions of California Civil Code section 1946.2.

C. This chapter shall apply to any building or part of a building that is used for residence and that is rented to a tenant as a dwelling place, except those units exempted by Section 11-6.03.

D. This chapter regulates evictions for certain tenancies. It requires landlords to provide relocation assistance for certain no-fault evictions, prohibits retaliation and harassment, and provides for the implementation and enforcement of this chapter.

E. The intent of this chapter is to provide eviction protections starting the day a rental agreement becomes effective until the day the Landlord-Tenant relationship is terminated.

11-6.02 Definitions.

For the purposes of this chapter, unless the context requires otherwise, the following definitions shall apply:

“Buyout agreement” means a written agreement between a landlord and a tenant as provided in section 11-6.06 by which a tenant, typically in consideration for monetary payment, agrees to vacate a rental unit.

“Ellis Act” means California Government Code Sections 7060 through 7060.7.

“Landlord’s family member” means a spouse, domestic partner, child, grandchild, parent, or grandparent of a landlord who is a natural person whose name is on the title of the property.

11-6.03 Exemptions

The following rental units are exempt from the restrictions and requirements of this chapter:

- (A) Rental units by any hospital, skilled nursing facility, or health facility.
- (B) Rental units in a nonprofit facility that has the primary purpose of providing short term treatment, assistance, or therapy for alcohol, drug, or other substance abuse and the housing is provided incident to the recovery program, and where the client has been informed in writing of the temporary or transitional nature of the

housing at its inception and is licensed for such purposes where such license is required.

(C) Rental units in a nonprofit facility that provides a structured living environment with the primary purpose of helping homeless persons obtain skills necessary for independent living in permanent housing and where the occupancy is restricted to a limited and specific period of time and not more than 24 months, and where the client has been informed in writing of the temporary or transitional nature of the housing at its inception and is licensed for such purposes where such license is required.

(D) Rental units exempted from California Civil Code Part 4, Title 4, Chapter 2 by section 1940(b) (transient occupancy in hotels/motels), or successor statute, unless either the landlord offers for rent or rents the rental unit for a period of 30 days or more, or the landlord violates California Civil Code section 1940.1, or successor statute, to avoid tenancy status.

11-6.04 Termination of tenancy.

A. The landlord shall not terminate the tenancy without just cause, which shall be stated in the written notice to terminate. Just cause shall comprise of the following reasons for eviction:

(1) At-fault just cause, which is any of the following:

(a) Tenant's failure to pay rent to the landlord.

(b) Tenant's breach of a material term of the rental agreement, including, but not limited to, a violation of a provisions of the rental agreement after Landlord has notified tenant of the breach in writing and given Tenant 3 days to cure the breach.

(c) Maintaining, committing, or permitting the maintenance or commission of a nuisance of as described by California Code of Civil Procedure section 1161(4), after the Landlord has notified the Tenant of the nuisance in writing and given Tenant 3 days to abate the nuisance.

(d) Committing waste as described by California Code of Civil Procedure section 1161(4).

(e) Tenant is criminally convicted of using or permitting a rental property to be used for any illegal purpose, including but not limited to any criminal violations of the California Health and Safety Code, California Penal Code, California Business and Professions Code, or any provisions of this Code.

(f) Tenant, Tenant's agent, or any person directed by a Tenant, makes a criminal threat as defined by Cal. Penal Code section 422 that is directed at Landlord or any agent of Landlord

(g) Tenant has refused to execute a written extension or renewal of a rental agreement upon expiration of a prior rental agreement, after written request or demand

from the Landlord, but only if the provisions are substantially similar and the additional term is of similar duration to the prior written rental agreement, and is consistent with federal, state, and local laws. For the purposes of this subsection, the Landlord's written request or demand must be received no later than 60 days before final day of tenancy of the prior rental agreement.

(h) Tenant continually refuses, after Landlord has provided a written request, to allow the landlord to enter the residential real property for the purpose of making necessary repairs or improvements in accordance with California Civil Code Sections 1101.5 and 1954 and California Health and Safety Code Sections 13113.7 and 17926.1.

(i) Failure to vacate rental property when Tenant was employed by the landlord to serve as a resident manager or other employee, was provided with the rental unit as part of or as a condition of the employment and the employment has been terminated. This provision shall not apply to any tenant whose tenancy in the building or complex housing the rental unit commenced prior to assuming managerial responsibilities or whose status as a tenant commenced prior to their status as a resident manager.

(j) Tenant fails to timely deliver possession of the rental unit after: (1) providing the Landlord written notice as provided in Civil Code Section 1946 of the tenant's intention to terminate a lease; or (2) making a written offer to surrender, that is accepted in writing by the Landlord, but the time specified in that written notice as described in Code of Civil Procedure Section 1161(5) has expired.

(k) Tenant has assigned or sublet the rental unit in violation of the rental agreement, as provided in California Code of Civil Procedure Section 1161(4), unless as provided for in Subsection 11-6.05.

(2) No-fault just cause, which can be any of the following:

(a) Landlord seeks in good faith to repossess rental unit to allow Landlord or Landlord's family member to occupy the rental unit. The Landlord or Landlord's family member must occupy the rental unit as their principle residence within 90 days and must continue to reside in the rental unit for at least two years, unless extenuating circumstance exist. Reliance on this subdivision for a no-fault just cause eviction shall be subject to the following:

(i) If the rental agreement was entered into on or after the effective date of this chapter, this subsection shall apply only if the tenant agrees, in writing, to the termination, or if a provision of the rental agreement allows the Landlord to terminate the rental agreement if the Landlord, or Landlord's family member, unilaterally decides to occupy the rental unit.

(ii) A Landlord must provide the tenant 60 days' written notice when ordering for an eviction for the purpose of a Landlord or Landlord's family member to occupy the unit pursuant to Cal. Civil Code section 1946.2. The same information must also be disclosed to the City.

(iii) The City may, in its own discretion, contact Landlord during the two-year occupancy time frame to confirm that the Landlord or Landlord's family member continues to occupy the rental unit as their primary residence, or request written verification of residency.

(iv) If the Landlord or Landlord's family member fails to move into the rental unit within 90 days or fails to reside at the unit for at least two years, the Tenant who was evicted from the rental unit is entitled to receive notice and right of first refusal for the unit at the same rental price previously charged plus any annual rent increases allowed under Chapter 11.

(v) A Landlord may not terminate a tenancy under this subsection if any of the following apply unless there is a showing that the incoming tenant or proposed incoming occupant is also meets one of the requirements outlined in the following subsections (A)-(C):

(A) Any Tenant in the rental unit has continuously and lawfully resided in the rental unit for at least five years, and a member of the Tenant's household is either: elderly as defined by California Welfare and Institution Code section 15610, disabled, as defined by California Government Code section 12955.3 or handicapped as defined by California Health and Safety Code section 50072;

(B) Any Tenant in the rental unit is terminally ill as certified by a treating physician licensed to practice medicine in the State of California.

(C) Any Tenant in the rental unit has continuously and lawfully resided in the rental unit for at least five years, and a member of the Tenant's household is a low-income tenant as defined by California Health and Safety Code section 50079.5

(b) Landlord repossesses rental unit to demolish or substantially remodel the rental unit pursuant to the requirements of Cal. Civil Code section 1946.2(a)(2)(D)(ii). Landlord shall obtain all necessary permits and/or have gone through the process of hiring a contractor for work not requiring a permit prior to issuing Tenant an eviction notice pursuant to this subsection.

(i) The Tenant who was evicted from the rental unit is entitled to receive notice and right of first refusal for the unit at the same rental price previously charged plus any annual rent increases allowed under Chapter 11.

(c) Landlord seeks in good faith to repossess rental unit to comply with one of the following:

(i) an order issued by a government agency or court relating to habitability that requires vacating the rental unit

(ii) an order issued by a government agency or court to vacate the rental unit

(iii) an ordinance pursuant to this Code that requires vacating the rental unit.

(d) Landlord seeks in good faith to recover possession of all rental units on a parcel of land to permanently withdraw the units from the rental market or for demolition so long as the withdrawal is permitted by the Ellis Act (Cal. Gov. Code section 7060 et seq.). The Landlord must have fulfilled all requirements of this Chapter and all regulations passed by the City initiating the procedure for withdrawing rental units from rent or lease, with the intention of completing the withdrawal process and going out of the rental business or demolishing the rental units. Tenants shall be entitled to a minimum of 120-days' notice of termination of tenancy. If a tenant is at least 62 years of age or disabled, the notice period shall be one year if tenant has provided required notice of eligibility and has lived in the unit for at least one year. Notice times may be increased by regulation if state laws allows for additional time. The following shall apply to a unit where the landlord recovers possession pursuant to this Subsection.

(i) If the rental unit is offered again for rent or lease for residential purposes within two years of the date the rental unit was withdrawn from rent or lease, the following shall apply:

(A) The landlord of the rental unit shall be liable to any tenant who was displaced from the property by that action for actual and punitive damages. Any action by a tenant pursuant to this paragraph shall be brought within three years of the withdrawal of the rental unit from rent or lease. However, nothing in this paragraph precludes a tenant from pursuing any alternative remedy available under the law.

(B) The City may institute a civil proceeding against the landlord or punitive damages for displacement of tenants. Any action pursuant to this paragraph shall be brought within three years of the withdrawal of the rental unit from rent or lease.

(C) The landlord shall first offer the unit for rent or lease to the tenant displaced from that unit by the withdrawal pursuant to this Chapter, if the tenant has advised the landlord in writing within 30 days of the displacement of the tenant's desire to consider an offer to renew the tenancy and has furnished the landlord with an address to which that offer is directed. That tenant or former tenant may advise the landlord at any time during the eligibility of a change of address to which the offer is to be directed.

(D) If the tenant has advised the landlord of a desire to consider an offer to renew the tenancy, then the landlord shall offer to reinstate the rental agreement or lease on terms permitted by law to that displaced tenant. This offer shall be deposited in the United States mail, by registered or certified mail with postage prepaid, addressed to the displaced tenant at the address furnished to the landlord as provided in Subsection 11-6.04(A)(2)(d), and shall describe the terms of the offer. The displaced tenant shall have 30 days from the deposit of the offer in the mail to accept the offer by personal delivery of that acceptance or by deposit of the acceptance in the United States mail by registered or certified mail with postage prepaid.

(ii) If the rental unit is offered again for rent or lease for residential purposes within five years of the date the rental unit was withdrawn from rent or lease, the rental unit

shall be offered and leased at the lawful rent in effect at the time any notice of intent to withdraw the rental unit is filed with the City, plus any lawful allowable rent increases. The provisions of this paragraph shall apply to all tenancies commenced during either of the following time periods:

- (A) the five-year period after any notice of intent to withdraw the rental unit is filed with the City, whether or not the notice of intent is rescinded or the withdrawal of the rental unit is completed pursuant to the notice of intent.
- (B) the five-year period after the rental unit is withdrawn

This subsection shall prevail over any conflicting provision of law authorizing the landlord to establish the rental rate up initial hiring of the rental unit.

(iii) A landlord who offers a rental unit again for rent or lease within 10 years from the date on which it is withdrawn shall first offer the unit to the tenant displaced from the unit by the withdrawal, if that tenant requests the offer in writing within 30 days after the landlord has notified the City of an intention to offer the rental unit again for residential rent or lease. The landlord of the rental unit shall be liable to any tenant who was displaced by that faction for failure to comply with this paragraph, for punitive damages in the amount which does not exceed the contract rent for six months, and the payment of which shall not be construed to extinguish the landlord's obligation to comply with this Subsecgtion.

(iv) If the rental units are demolished, and new rental units are constructed on the same property, and offered for rent or lease within five years of the date the rental units were withdrawn from rent or lease, the newly constructed rental units shall be subject to the system of control established in this Chapter, at which time they would be offered at the rent that was paid at the time the prior tenancy was terminated under Subsection 11-6.04(A)(2)(d), notwithstanding any exemption from the system of controls for newly constructed rental units.

(v) When a landlord withdraws rental units from rent or lease pursuant to Subsection 11-6.04(A)(2)(d), the requirements of Subsection 11-6.04(A)(2)(d) shall apply to all successors in interest. The City shall record a notice with the county recorder which shall specifically describe the real property where the rental is located, the dates applicable to the constraints and the name of the landlord of record of the real property. The notice shall be indexed in the grantor-grantee index. The City shall charge a fee for the processing of evictions pursuant to Subsection 11-6.04(A)(2)(d).

(vi) A landlord who seeks to demolish or withdraw a rental unit from the rental market under Subsection 11-6.04(A)(2)(d) must provide the City with a notice, that states under the penalty of perjury:

- (A) the number of rental units withdrawn;
- (B) the address or location of those rental units;

(C) the name or names of the tenants of the rental units;

(D) the lawful rent applicable to each rental unit.

The name or names of the tenants, the rent applicable to any rental unit, and the total number of rental units, is confidential information and for purposes of this Chapter shall be treated as confidential information for purposes of the Information Practices Act of 1977 Chapter 1 (commencing with section 1798) of Title 1.8 of Part 4 of Division 3 of the California Civil Code).

(vii) The landlord must record with the county recorder a memorandum summarizing the provision, other than the confidential provisions, of the notice in a form which shall be prescribed by the City, and will require a certification with the notice that actions have been initiated as required by law to terminate any existing tenancies.

(viii) The landlord must notify the City in writing of their intention to re-offer the rental unit for rent or lease.

(ix) The date on which the rental unit is withdrawn from rent or lease for purposes of this Chapter is 120 days from the delivery in person or by first-class mail of the notice of withdrawal to the City. However, if the tenant is at least 62 years of age or disabled, and has lived in the rental unit for at least one year prior to the date of delivery to the City of the notice of intent to withdraw, then the date of withdrawal of that tenant shall be extended one year after the date of delivery of that notice to the City, provided the tenant gives written notice of their entitlement to an extension to the landlord within 60 days of the date of delivery to the City of the notice to withdraw.

(x) If a tenant notifies a landlord of their right to an extension pursuant to Subsection 11-6.04(A)(2)(d) in writing within 60 days of the City receiving the notice of intent to withdraw the rental unit, the following provisions shall apply:

(A) The tenancy shall be continued on the same terms and conditions as existed on the date of delivery to the City of the notice of intent to withdraw, subject to any adjustments otherwise available under this Chapter.

(B) no party shall be relieved of the duty to perform any obligation under the lease or rental agreement.

(C) The landlord may elect to extend the tenancy on any other rental unit within the rental property up to one year after the date of delivery to the City of the notice of intent to withdraw, subject to paragraphs (A) and (B).

(D) Within 30 days of the notification by the tenant to the landlord of their entitlement to an extension, the landlord shall give written notice to the City of the claim that the tenant is entitled to stay in their rental unit for one year after the date of delivery to the City of the notice of intent to withdraw.

(E) Within 90 days of the date of delivery to the City of the notice of intent to withdraw, the landlord shall give written notice of the landlord's election to extend

tenancy under paragraph (x) and the revised date of withdrawal to the City and any tenant whose tenancy is extended.

(F) The date of withdrawal for the rental unit as a whole, for purposes of calculating any time-periods in this Chapter, shall be the latest termination date among all tenants within the rental unit, as stated in the notices required by paragraphs (A) and (B). A landlord's further voluntary extension of a tenancy beyond the date stated in the notices required by paragraphs (A) and (B) shall not extend the dates of withdrawal.

(xi) The landlord must notify any tenant displaced pursuant to Subsection 11-6.04(A)(2)(d) of the following:

- (A) That the City has been notified pursuant to subsection Subsection 11-6.04(A)(2)(d).
- (B) That the notice to the City specified the name and amount of rent paid by the tenant as an occupant of the rental unit.
- (C) The amount of rent the landlord specified in the notice to the City.
- (D) Notice to the tenant of their rights under Subsection 11-6.04(A)(2)(d).
- (E) That if the tenant is at least 62 years of age or disabled, and has lived in their rental unit for at least one year prior to the date of delivery to the City of the notice of intent to withdraw, then tenancy shall be extended to one year after date of delivery to the City of the notice of intent to withdraw, provided that the tenant gives written notice of their entitlement to the landlord within 60 days of date of delivery to the City of the notices of intent to withdraw.
- (F) That the extended tenancy shall be continued on the same terms and conditions as existed on date of delivery to the City of the notice of intent to withdraw, subject to any adjustment otherwise available under this the Chapter.
- (G) That no party shall be relieved of the duty to perform any obligation under the lease or rental agreement during the extended tenancy.

(xii) Not later than the last day of the third and sixth calendar months following the month in which notices is given to the City, and thereafter not later than December not later than December 31 of each calendar year for a period of five years, beginning with the year in which the six-month notice is given, the landlord of any property which contains or formerly contained one or more rental units which a tenant or tenants vacated pursuant to Subsection 11-6.04(A)(2)(d) shall notify the City, in writing, under the penalty of perjury, for each such rental unit:

- (A) Whether the unit has been demolished;
- (B) If the unit has not been demolished, whether it is in use;
- (C) If it is in use, whether it is in residential use;
- (D) If it is in residential use, the date the tenancy began, the name of the tenants, and the amount of rent charged.

If the rental unit has been demolished, and one or more new units constructed on the lot, the landlord shall furnish the information required by items (B), (C), (D) for each new unit. The City shall maintain a record of notices received under this subsection for each rental unit withdrawn from the rental market pursuant to this Chapter.

(xiii) The City shall notify each person who is reported as having become a tenant in a vacated or new rental unit subject to the reporting requirements of Subsection 11-6.04(A)(2)(d) that it maintains the records described in Subsection 11-6.04(A)(2)(d) and that the rent of the rental unit may be restricted pursuant to Subsection 11-6.04(A)(2)(d).

(xvi) The City shall maintain a register of all rental units withdrawn from rent or lease under Subsection 11-6.04(A)(2)(d) and the rent applicable to each unit at the time of withdrawal. The City shall inform tenants displaced from units withdrawn from rent or lease at the address provided by the tenant, when the landlord notifies the City that the rental unit or replacement unit will again be offered for rent or lease within ten years of the date of withdrawal.

(xv) The City may investigate whether a rental unit that was withdrawn from rent or lease has been again offered for rent or lease, and whether the landlord has complied with the provisions of Subsection 11-6.04(A)(2)(d).

B. When terminating a tenancy either for at-fault or no-fault just cause, unless otherwise provided by this Chapter, a landlord must comply with all of the following:

1. The Landlord must serve a written notice to the Tenant in accordance with California Civil Code Sections 1946 through 1946.5 that states the Landlord will terminate the tenancy, indicates at least one at-fault or no-fault just cause reason pursuant to for termination pursuant to this Chapter, and includes any other information required by federal or state law; and
2. The Landlord has not accepted and will not accept rent or any other consideration in return for the continued use of the rental unit beyond the term of the terminated tenancy in compliance with California Civil Code Sections 1946 through 1946.5; and
3. The Landlord qualifies the termination as at-fault or no-fault, as specified in this section; and
4. If the termination is a no-fault termination, the Landlord has provided the Tenant with the notice of relocation assistance required by Chapter 11; and

5. The Landlord has submitted to the City, within five days after service of the notice of termination on the Tenant, a true and accurate copy of the Landlord's written notice of termination, and proof of such service, signed under penalty of perjury, on the Tenant. The Landlord shall maintain proof of service to the department as evidence that the Landlord has complied with this section.

11-6.05 Right to Replace Departing Tenant

When two or more Tenants enter into a rental agreement with a Landlord, and one of those tenants exits the rental agreement and vacates the rental unit for any reason, the remaining Tenant or Tenants shall have the right to replace the departing Tenant or Tenants on a one-for-one basis. A Landlord shall have the right to approve or deny the prospective replacement Tenant, provided the owner does not unreasonably withhold approval. The Landlord shall reply to any request to replace a departing Tenant in writing. Any denial of a request to replace a departing Tenant must contain a description of the reason or reasons for the denial. Failure to reply to a request to replace a departing Tenant shall be treated as an approval for the proposed replacement Tenant.

11-6.06 Relocation assistance.

A. Permanent Relocation Assistance.

(1) Tenants who are evicted from their rental unit pursuant to Subsection 11-6.04(A)(2) are entitled to relocation assistance from the Landlord in accordance with this section. The Landlord must provide written notice to the Tenant of the Tenant's entitlement to permanent relocation assistance at the same time the Landlord serves a notice of termination of tenancy.

(a) The Landlord shall pay a relocation assistance amount equal to two times the Tenant's monthly rent in effect when the Landlord served the notice to terminate the tenancy.

i. If any Tenant residing in the rental unit from which the Tenants are to be displaced includes a qualified tenant, then all Tenants living in the rental unit are collectively entitled to additional relocation assistance as follows:

A. The Landlord shall pay an additional relocation assistance amount equal to one times the Tenant's monthly rent in effect when the Landlord served the notice to terminate the tenancy.

b. For purposes of this subsection, "qualified tenant" means any Tenant who:

i. Is elderly as defined by California Welfare and Institution Code section 15610, disabled, as defined by California Government Code section 12955.3 or handicapped as defined by California Health and Safety Code section 50072;

ii. Has one or more dependent children under the age of 18, who is in the custody of the Tenant, residing in the rental unit;

iii. Meets the income limits for a “lower-income household” as defined in California Health and Safety Code Section 50079.5; or

iv. The Tenant shall notify landlord within 10 days of receiving the termination of tenancy notice, if any of the Tenants living in the rental unit from which the Tenants are to be displaced includes a qualified tenant, along with any reasonable proof of eligibility.

(c) Permanent relocation assistance payments must be paid directly to the tenant.

(d) Landlords shall pay tenants moving expenses equal to the Uniform Relocation Assistance and Real Property Acquisition Policies Act – Residential Moving Expense and Dislocation Allowance Payment Schedule as published by Federal Highway Administration.

(e) Notwithstanding this section, Tenants who are found to have caused the issue requiring eviction pursuant to Section 11.6-04(A) shall not be entitled to relocation assistance or moving expenses.

B. Temporary Relocation Assistance.

(1) A Landlord must provide temporary relocation assistance to Tenants of a rental unit who are temporarily displaced due to repairs, rehabilitation of a rental unit, health and safety violations, or other work or activities that will make the rental unit an untenable dwelling, as defined in California Civil Code Section 1941.1, or will expose the tenant to toxic or hazardous materials, or that cannot otherwise be completed while the tenant remains in the rental unit, and for which said repairs will take less than 30 days. The following are acceptable forms of temporary relocation assistance:

(a) A per-diem payment. The amount of the payment shall be based on the Federal General Services Administration per-diem rate for lodging in the county of Contra Costa, which is updated on a yearly basis, unless otherwise agreed up by the Landlord and Tenant. Per-diem payments shall be made on a pro-rata basis to the eligible Tenant household.

(b) Where the Landlord owns other rental units in the City of Antioch and any such rental unit is vacant and available, and habitable, at the time of the written notice of the temporary relocation, the Landlord may notify the Tenant and allow the Tenant to reside in said rental unit during the pendency of the temporary relocation at the same terms as outlined in the original rental agreement entered into between the Tenant and Landlord.

(c) Where the Landlord owns other rental units in the City of Antioch and any such rental unit is vacant, available, and habitable at the time of the written notice terminating tenancy, the Landlord may offer Tenant a new rental agreement for said rental unit at a rental price not exceeding the rental price in the original rental agreement between the Tenant and Landlord.

(d) The Landlord may provide Tenant with temporary hotel or motel accommodation. If relocation is to a hotel or motel, the Landlord must provide a hotel or

motel accommodation which is safe, sanitary, and, unless otherwise agreed upon by the Landlord and Tenant, within a reasonable distance of the Tenant's rental unit.

(e) The temporary displacement and relocation of a Tenant pursuant to this subsection shall not terminate the tenancy of the displaced Tenant. The displaced Tenant shall have the right to reoccupy his or her rental unit upon the completion of the work necessary for the rental unit to comply with housing, health, building or safety laws or any government order and the tenant shall retain all rights of tenancy that existed prior to the displacement.

(f) Nothing in this subsection shall be construed as authorizing a Landlord to require a tenant to vacate a unit, except as permitted under federal, state, or local law.

2. A Tenant cannot waive his or her right to receive relocation assistance required by this chapter.

3. Any action brought by a tenant for a violation of this section must be brought in a court of competent jurisdiction. No administrative remedy need be exhausted prior to filing suit pursuant to this section.

11-6.07 Tenant buyout agreements.

A. At the time a proposed buyout agreement is provided, the Landlord shall provide each tenant in the rental unit a form written disclosure, published by the City form notice of in English and other frequently spoken languages, that shall include all of the following:

- (1) A statement that the Tenant has a right not to enter into buyout negotiations or a buyout agreement;
- (2) A statement that the Tenant may choose to consult with an attorney before entering into a buyout agreement;
- (3) A statement that the Tenant may rescind the buyout agreement for up to 30 days after it is fully executed;
- (4) A statement that the Tenant may contact the department for information about other buyout agreements in the Tenant's neighborhood and other relevant information;
- (5) Any other information required by the department consistent with the purpose and provisions of this section; and
- (6) A space for each Tenant to sign and write the date the Landlord provided the tenant with the disclosure.

B. The buyout agreement shall:

- (1) Be in writing in English and the language in which the buyout agreement was negotiated if other than English translated at the Landlord's expense. The Landlord shall give each tenant a copy of the proposed buyout agreement at least 5 days before it is executed by the parties.

(2) Include the following statement in bold letters in at least 12-point boldface type in close proximity to the space reserved for the signature of the Tenant:

(a) “You may cancel this buyout agreement in writing at any time before the thirtieth (30th) day after all parties have signed this buyout agreement.”

(b) “You have a right not to enter into a buyout agreement.”

(c) “You may choose to consult with an attorney before signing this buyout agreement.”

C. A Tenant shall have the right to rescind a buyout agreement for up to 30 days after its execution by all parties. To rescind a buyout agreement, the Tenant must hand-deliver, email, or send by certified mail return receipt requested, a statement to the Landlord indicating that the Tenant has rescinded the buyout agreement.

D. The Landlord shall provide the tenant a copy of the fully executed buyout agreement within 10 days of execution. Landlord shall also file with the City a copy of the executed buyout agreement, along with proof of service to the tenant of the disclosure notice as required in this section, within 10 days after the buyout agreement is executed by all parties.

11-6.08 Retaliatory eviction and harassment prohibited.

A. Any and all acts of retaliation pursuant to Chapter 4 of this title or acts of harassment pursuant to Chapter 5 of this title are prohibited.

B. Findings that the Landlord violated of this section shall result in the following:

(1) The Landlord’s eviction action being deemed void.

(2) Any other remedies allowed by Title 11 of this code and any other applicable state and federal laws.

11-6.09 Notices to tenants.

A. Landlords must provide to each Tenant, prior to or at the time of agreeing to rent or lease a rental unit, a notice of Tenant rights under this chapter. The City shall publish a form notice of tenant rights in English and other frequently spoken languages. Landlords must provide the form notice in the following circumstances:

1. When entering into a rental agreement, by including a copy of the form notice as an exhibit or attachment to the written rental agreement;

2. When renewing a rental agreement, by including a copy of the form notice as an exhibit or attachment to the written renewal agreement.

B. If the rental agreement is negotiated or written in a language other than English, the Landlord must also provide the form notice of tenant rights in English and the language in which the rental agreement was negotiated or written, at the cost of the Landlord.

11-6.10 Enforcement.

A. Enforcement Authority. The City is authorized to take appropriate steps it deems necessary to administer and enforce this chapter.

B. The City Attorney, or designee, may develop and publish procedures and guidelines to aid in the implementation of this chapter.

11-6.11 Remedies and Penalties.

A. Criminal penalty. A violation of any provision of this chapter is punishable as an infraction or a misdemeanor. A misdemeanor conviction under this article shall be punished by not more than \$1,000 for each offense or by imprisonment in the county jail for a period of not more than six months or both, as determined by the court.

B. Civil action. Any aggrieved person, or any person, organization, or entity who fairly and adequately represent the interest of an aggrieved tenant(s) under this chapter, or the city may institute civil proceedings as provided by law against any landlord violating any of the provisions of this article and any person who aids, facilitates, and/or incites another to violate the provisions of this article, regardless of whether the rental unit remains occupied or has been vacated due to harassment. The burden of proof in such cases shall be preponderance of the evidence.

C. Injunction/equitable relief. Any person who commits an act or engages in any pattern and practice that violates this chapter may be enjoined therefrom by a court of competent jurisdiction. A court may issue other equitable relief as appropriate. An action for injunction under this section may be brought by an aggrieved person, by the City Attorney, or by any person or entity who fairly or adequately represent the interests of the protected class.

D. Penalties and other monetary awards.

(1) Any person who violates, or aids or incites another person to violate, the provisions of this chapter is liable in a court action for each and every such offense for money damages of not less than three times actual damages suffered by an aggrieved tenant (including damages for mental or emotional distress), or for the minimum damages in the sum of \$2,000, whichever is greater, or whatever other relief the court deems appropriate, and shall be liable for such attorneys' fees and costs as may be determined by the court. In the case of an award for damages for mental or emotional distress, said award shall be trebled only if the trier of fact finds that the landlord acted in knowing violation of or reckless disregard of this chapter.

(2) Any person who violates, or aids or incites another person to violate, this chapter shall be liable for an additional civil penalty of up to \$5,000 for each offense committed against a person who is disabled within the meaning of Cal. Gov't Code § 12926, et seq. or successor statute, or aged 65 or over. A tenant prevailing in court under this article may be awarded compensatory damages, rent refunds for reduction in housing services, tenant relocation costs, imposition of civil penalties up to \$10,000 per violation depending upon the severity of the violation or history of violations of this chapter by the landlord, and other appropriate relief, as adjudged by the court.

(3) The court may also award punitive damages to any plaintiff, including the city, in a proper case as defined by Cal. Civil Code § 3294 or successor statute. The burden of proof for purposes of punitive damages shall be clear and convincing evidence.

(4) A prevailing defendant in a civil action under this section shall be entitled to an award of attorneys' fees only if it is determined by the court that the action was devoid of merit and brought in bad faith.

E. Affirmative defense. A violation of this chapter may be asserted as an affirmative defense in an unlawful detainer action.

F. *Additional enforcement; nonexclusive remedies and penalties.* This chapter may be enforced as provided in Chapter 2 of Title 1 of this code in addition to the remedies provided herein. The remedies in this chapter shall be in addition to any other existing remedies which may be available.

11-6.12 Waiver.

Any waiver of rights under this chapter shall be void as contrary to public policy.

11-6.13 Severability.

If any provision of this chapter or the application thereof to any person, property, or circumstance, is held invalid, such invalidity shall not affect other provisions or applications of this chapter that can be given effect without the invalid provision(s) or application, and to this end, the provisions of this chapter are declared to be severable.

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the 27th day of August 2024, and passed and adopted at a regular meeting thereof, held on the 10th day of September, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**LAMAR A. HERNANDEZ-THORPE
MAYOR OF THE CITY OF ANTIOCH**

ATTEST:

**ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH**



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 10, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Thomas Lloyd Smith, City Attorney [TLS](#)

SUBJECT: Second Reading of Ordinance: Councilmember Compensation - Senate Bill 329 Increases the Compensation Limits for City Councilmembers

RECOMMENDED ACTION

It is recommended that the City Council adopt the ordinance increasing councilmember compensation to one thousand nine hundred dollars (\$1,900) per month for a total of twenty-two thousand eight hundred dollars (\$22,800) per year.

FISCAL IMPACT

If this ordinance is adopted City Council salaries as well as the salaries of the City Clerk and the City Treasurer, in accordance with the City's municipal code (sections 2-1.701 and 2-1.702), would increase to one thousand nine hundred dollars (\$1,900) per month for a total of twenty-two thousand eight hundred dollars (\$22,800) per year. The effective date of the increase in salaries would be planned for December 10, 2024.

The current salaries of city council members, the City Clerk, and the City Treasurer are \$1,600.04 for each elected official per month with a total monthly salary of \$11,200.28 per month for all elected officials. If this ordinance is adopted, the increase in salary per elected official would be \$299.96. The total monthly increase for all elected officials would be \$2,099.72 (7 elected officials at \$299.96 per elected official). Therefore, the fiscal impact of adopting this ordinance for the remainder of FY 2024-25 would be additional salary of \$14,698.04 for all elected officials.

DISCUSSION

On June 29, 2023 Governor Newsom signed into law Senate Bill 329 ("SB 329"), which increases the compensation that councilmembers of general law cities may receive for their work.

1. Why Did the State of California Increase the Councilmember Compensation Limit?

The State Legislature found and declared the following reasons for adopting Senate Bill 329 to increase the compensation limits for City Councilmembers:

- (a) The compensation schedule for general law cities has not been adjusted since 1984, meaning that city council compensation has not kept pace with inflation.
 - (b) Allowing cities to adjust their compensation for inflation since 1984 may help city councils become more diverse because increased compensation can help individuals from across different income levels receive sufficient income from their service to help ensure that they can continue to serve the public and support their families.
2. What is the Compensation Limit for the Antioch City Council? How is it determined?

Senate Bill 329 amends Government Code section 36516 to increase the maximum salaries identified in the schedule. The maximum salary per city is determined by each city's population. The City of Antioch is included in the bracket cities over 75,000 up to and including 150,000 in population, which may compensate councilmembers up to and including one thousand nine hundred dollars (**\$1,900**) per month totaling twenty-two thousand eight hundred dollars (**\$22,800**) per year.¹

Senate Bill 329 also authorizes the salary of council members to be increased beyond the specified maximum to an amount not exceeding the greater of either 5% for each calendar year from the effective date of the last adjustment of the salary or an amount equal to inflation since January 1, 2024, based on the California Consumer Price Index (not to exceed 10% per calendar year).

3. What is the Process for a City Council to Increase its Compensation?

Government Code section 36516 authorizes a city council to enact an ordinance providing each member of the city council a salary, within a maximum limit based upon the population of the city in accordance with a specific schedule. Salary increases cannot exceed 5% for each calendar year from the operative date of the last adjustment of the salary that is in effect when the increase is enacted.

SB 329 requires the City Council to pass an ordinance increasing council member compensation. The City Council must consider the adoption of an ordinance to increase compensation in open session during at least two regular meetings of the City Council. At the first meeting, the City Council must present the proposed ordinance and it must include findings demonstrating the need for the increased compensation. At the second meeting, the City Council may consider whether to adopt the ordinance. A majority vote of the entire Antioch City Council is required. If the ordinance passes, it will become effective 30 days after the date of adoption.

SB 329 went into effect on January 1, 2024. In accordance with Government Code section 36516.5, any council salary increase takes effect when at least one member of the City Council commences a new term. Therefore, if the Antioch City Council adopts an ordinance concerning this matter and the ordinance becomes effective prior to the November 2024 election, the councilmember salary increases would become effective

¹ Government Code 36516(a)(1)(D)

upon the commencement of new councilmember terms following the November 2024 election.

An ordinance cannot be enacted or amended to provide automatic future increases in salary. Any retirement, health and welfare, federal social security benefits, or reimbursement for actual and necessary expenses are not included for purposes of determining salary under section 36516.

4. City Council Direction to Staff

On June 11, 2024, City Council gave direction to staff to prepare an ordinance for consideration that would increase City Council salaries to the current limits established by Senate Bill 329.

ATTACHMENTS

A. Proposed Ordinance

ORDINANCE NO. 2024-C-S

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AMENDING SECTION 2-1.206 OF THE ANTIOCH MUNICIPAL CODE RELATING TO COMPENSATION FOR CITY COUNCIL MEMBERS

WHEREAS, Government Code Section 36516 (§36516) establishes limits on the amount of compensation that city council members may receive for their service as elected officials;

WHEREAS, Senate Bill 329 (SB 329), signed into law by Governor Gavin Newsom on June 29, 2023, increases the maximum base tiers for city council salaries, based upon the population of a municipality, that may be approved by a city council by an ordinance or amendment thereto;

WHEREAS, the California Legislature passed SB 329 as acknowledgement of the important work of local governments, as well as the time and dedication that elected public service requires;

WHEREAS, in considering SB 329, the California Legislature found that city council compensation has not kept pace with inflation;

WHEREAS, the California Legislature determined that allowing cities to adjust their compensation for inflation may help city councils become more diverse because increased compensation can help individuals from across different income levels receive sufficient income from their service to help ensure that they can continue to serve the public and support their families;

WHEREAS, in addition to establishing revised maximum base tiers for city council salaries, SB 329 continues to provide that salaries for council members may be increased by either by an amount not to exceed 5 percent for each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance or amendment is enacted, or by an amount equal to inflation since January 1, 2024, based upon the California Consumer Price Index (CCPI), which shall not exceed 10 percent for each calendar year applied, whichever applied formula is greater; and

WHEREAS, the City Council of the City of Antioch (“City Council”) wishes to modify the salary compensation for all members of the City Council in accordance with the newly established maximum under SB 329.

The City Council of the City of Antioch does ordain as follows:

SECTION 1. Recitals. The above recitals are incorporated by reference as though set forth in full in this section.

SECTION 2. Amendment. Section 2-1.206 of the Antioch Municipal Code, “Council Member Salary; Operative Date”, shall now read as follows:

§ 2-1.206 COUNCIL MEMBER SALARY; OPERATIVE DATE.

Pursuant to Cal. Gov’t Code § 36516, the salary for each member of the City Council is hereby set at \$1,900.00 per month. The provisions of this section shall become operative on December 10, 2024.

SECTION 3. CEQA. The adoption of this Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), which provides that CEQA only applies to projects which have the potential for causing a significant effect on the environment. Where it can be determined that the proposed project will not have a significant adverse effect on the environment, the project is not subject to CEQA. This Ordinance increases the salary of City Council members, and does not propose nor authorize any action or specific project that would have the potential to cause a significant adverse effect on the environment.

SECTION 4. Severability. Should any provision of this Ordinance, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable, or otherwise void, that determination shall have no effect on any other provision of this Ordinance or the application of this Ordinance to any other person or circumstance and, to that end, the provisions hereof are severable.

SECTION 5. Publication; Effective Date. This Ordinance shall take effect within thirty (30) days from and after the date of its adoption by the City Council at a second reading and shall be posted and published in accordance with the California Government Code.

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the 27th day of August 2024, and passed and adopted at a regular meeting thereof, held on the 10th day of September 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**LAMAR A. HERNANDEZ-THORPE
MAYOR OF THE CITY OF ANTIOCH**

ATTEST:


**ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH**




STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 10, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Dawn Merchant, Finance Director 

APPROVED BY: Kwame P. Reed, Acting City Manager 

SUBJECT: Award of Proposal No. 946-0701-24G for Lockbox Services

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution awarding the Lockbox Services Agreement, Proposal No. 946-0701-24G, to RT Lawrence Corporation for the charges and fees as proposed, estimated at a total cost of \$83,750 for a term of five years and authorizing the Acting City Manager to execute the agreement.

FISCAL IMPACT

The contract will begin effective January 1, 2025. The estimated cost of the contract for FY25 is included in the Water and Sewer Enterprise Fund budgets and will be included in the upcoming budget cycles for the remaining years of the contract.

DISCUSSION

The City of Antioch's last Request for Proposals (RFP) for Lockbox Services for utility payments was in 2021, which was awarded to Check Processors Inc. Our current contract expires December 31, 2024. On July 10, 2024, the Finance Department issued Request for Proposal 946-0701-24G for services to begin January 1, 2025.

Three service providers responded to the RFP. Original respondents were: Check Processors, Inc.; Bank Up Corporation and RT Lawrence Corporation.

Finance staff members reviewed and analyzed all proposals. The selection criterion was not solely cost based. Experience with public sector lockbox services, overall cost, ease and internal costs of conversion, depth of services and support, technical and online capability, and references were all considered.

Each of the providers had strengths and weaknesses related to providing lockbox services, however, when all factors were considered, RT Lawrence Corporation will provide the required services with the most efficiency and cost-effective price. The Bid Tabulation is provided in Attachment A.

The monthly fees are estimated as final costs are based on the volume of transactions processed each month, which may vary. The quoted fees are based on the City's average monthly volume. Postage costs will be passed through to the City from RT Lawrence based on current USPS rates and will increase as USPS increases rates. The proposed fees per item and other charges are included as Exhibit A to the resolution.

It is Finance staff's recommendation to enter into a contract with RT Lawrence Corporation for a five-year term.

ATTACHMENTS

- A.** Bid Tabulation
- B.** Resolution
 - Exhibit A - Lockbox Fees & Charges



BID TABULATION
LOCKBOX SERVICE FOR UTILITY BILLING BID NO 946-0701-24G
BID CLOSED AUGUST 9, 2024 AT 2PM

| AGENCY NAME - LOCKBOX LOCATION | Estimated Year 1 Cost | Estimated Year 2 Cost | Estimated Year 3 Cost | Estimated Year 4 Cost | Estimated Year 5 Cost | Total Estimated 5 Year Cost |
|---------------------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------------|
| RT LAWRENCE CORP - WHITTIER, CA | \$ 16,450.00 | \$ 16,600.00 | \$ 16,750.00 | \$ 16,900.00 | \$ 17,050.00 | \$ 83,750.00 |
| CHECK PROCESSORS INC (CPI) - SACRAMENTO, CA | \$ 19,488.00 | \$ 20,454.00 | \$ 21,738.00 | \$ 22,507.00 | \$ 23,961.00 | \$ 108,148.00 |
| BANK UP CORPORATION - ALAMEDA, CA | \$ 22,080.00 | \$ 23,160.00 | \$ 24,252.00 | \$ 25,656.00 | \$ 26,748.00 | \$ 121,896.00 |

ATTACHMENT B

RESOLUTION NO. 2024/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AWARDING THE LOCKBOX SERVICES AGREEMENT, PROPOSAL NO. 946-0701-24G, TO RT LAWRENCE CORPORATION AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, on July 10, 2024, the Finance Department issued Request for Proposal (Proposal No. 946-0701-24G) for lockbox services for utility payment processing;

WHEREAS, on or before August 9, 2024, the Finance Department received three bids, which were carefully evaluated;

WHEREAS, based upon this evaluation, the Finance Department recommends awarding the lockbox services agreement, Proposal No. 946-0701-24G, to RT Lawrence Corporation for the fees and charges as outlined in Exhibit A attached for a term of five years; and

WHEREAS, the total estimated five-year cost is \$83,750, recognizing the annual amounts will fluctuate based on processing volumes and pass-thru postal fees.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby:

1. approves award of the lockbox services agreement, Proposal No. 946-0701-24G, to RT Lawrence Corporation for a term of five years for the fees and charges as outlined in Exhibit A attached; and
2. authorizes the Acting City Manager or his designee to execute said agreement in a form approved by the City Attorney.

* * * * *

RESOLUTION NO. 2024/***

September 10, 2024

Page 2

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 10th day of September 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH**

City of Antioch LockBox Services Bid Form
 MARK ITEM CLEARLY IF NO PROPOSAL, NOT APPLICABLE, CONTRACTED TO THIRD PARTY

| Service Description (Items City is Currently Billed For) | Estimated Mo. Volume | Yr 1 Unit Price | Yr 1 Monthly Cost | Yr 2 Unit Price | Yr 2 Monthly Cost | Yr 3 Unit Price | Yr 3 Monthly Cost | Yr 4 Unit Price | Yr 4 Monthly Cost | Yr 5 Unit Price | Yr 5 Monthly Cost |
|----------------------------------------------------------------------------|-------------------------|-----------------------|-------------------------|-----------------------|-------------------------|-----------------------|-------------------------|-----------------------|-------------------------|-----------------------|-------------------------|
| Monthly Maintenance Fee | 1 | 4,200.00 | 350.00 | 4,200.00 | 350.00 | 4,200.00 | 350.00 | 4,200.00 | 350.00 | 4,200.00 | 350.00 |
| PO Box (Estimated Annual Fee) <i>Price change when changed by USPS*</i> | 1 | 2,320 | 193.33 | 2,470 | 205.83 | 2,620 | 218.33 | 2,770 | 230.83 | 2,920 | 243.33 |
| Transaction Capture Fee (1 stub w/ scanline, 1 check) | 4100 | 7,380.00 | 615.00 | 7,380.00 | 615.00 | 7,380.00 | 615.00 | 7,380.00 | 615.00 | 7,380.00 | 615.00 |
| Check Clearing Service (Check 21 deposit per check) | 3700 | 444.00 | 37.00 | 444.00 | 37.00 | 444.00 | 37.00 | 444.00 | 37.00 | 444.00 | 37.00 |
| Letter or Correspondence Scan | 2 | 6.00 | 0.50 | 6.00 | 0.50 | 6.00 | 0.50 | 6.00 | 0.50 | 6.00 | 0.50 |
| Returned Items (\$10 Handling fee + postage) | 10 | 1440.00 | 120.00 | 1440.00 | 120.00 | 1440.00 | 120.00 | 1440.00 | 120.00 | 1440.00 | 120.00 |
| Online Access Fee (2-yrs worth of old images & data online) | 1 | 600.00 | 50.00 | 600.00 | 50.00 | 600.00 | 50.00 | 600.00 | 50.00 | 600.00 | 50.00 |

Additional Items Not Listed Above:

| | | | | | | | | | | | |
|-----------------------------------------------------------------------------------------------|---|------------|------|----|---|----|---|----|---|----|---|
| RTL Bank Deposit Trip Fee (for Check 21 ineligible that can't be deposited electronically) | 1 | 60.00 | 5.00 | 60 | 5 | 60 | 5 | 60 | 5 | 60 | 5 |
| New Lockbox Account Setup Fee ((\$1,200 - waived by Management) | | (1,200.00) | | | | | | | | | |
| New Check 21 Account Setup Fee | | 1,200.00 | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |

| | | | | | | | |
|-------------------------------------|-----------|--------------------|-------------------------|-------------------------|-------------------------|-------------------------|-----------------|
| Total Estimated Monthly Cost | | | <u>1,370.83</u> | <u>1,383.33</u> | <u>1,395.83</u> | <u>1,408.33</u> | <u>1,420.83</u> |
| Total Estimated Annual Cost | \$ | 16,450.00 (1) | <u>\$ 16,600.00 (2)</u> | <u>\$ 16,750.00 (3)</u> | <u>\$ 16,900.00 (4)</u> | <u>\$ 17,050.00 (5)</u> | |
| Total Estimated 5 Year Cost | 1+2+3+4+5 | <u>\$83,750.00</u> | | | | | |



**Lockbox Services Price Proposal for
City of Antioch**

RT Lawrence Corporation
7740 Painter Avenue, Suite 100
Whittier, CA 90602
626-838-5000
9-Aug-24

Section 1.

Transaction-Based Charges
Minimum Total Monthly Transaction Charges

Pricing

\$350 per month

- a) **Payment Coupon with Scanline** \$0.10 per document
 - > Retail size (check-like size) document
 - > Includes automatic or manual capture of up to 3 data fields of computer printed or written information
- b) **Payment Coupon without Scanline** \$0.18 per document
 - > Retail size (check-like size) document
 - > Includes automatic or manual capture of up to 3 data fields of computer printed or written information
- c) **Non-Standard Payment Coupon with Scanline** \$0.24 per document
 - > 1 page letter-size or like-size document
 - > Includes automatic or manual capture of up to 3 data fields of computer printed or written information
- d) **Non-Standard Payment Coupon without Scanline** \$0.30 per document
 - > 1 page letter-size or like-size document
 - > Includes automatic or manual capture of up to 3 data fields of computer printed or written information
- e) **Each Additional Payment on Coupon** \$0.18 per account
 - > Posting of additional payment to a separate account/fund - Creation of virtual stub(s)
 - > Includes automatic or manual capture of up to 3 data fields of computer printed or written information
- f) **Each Additional Line-Item Account on Non-Standard Payment Coupon** \$0.18 per account
 - > Posting of additional payment to a separate account/fund - Creation of virtual stub(s)
 - > Includes automatic or manual capture of up to 3 data fields of computer printed or written information
- g) **Letters or Correspondence Sent with Payment** \$0.25 per document
 - > 1 page letter-size or like-size document without any payment information requiring posting or data entry and only requiring image capture
- h) **Check Mailed with Payment Coupon** \$0.05 per check
 - > Check(s) that accompany the payment coupon (Not the same as check-only payment)
- i) **Check-Only Payment** \$0.30 per transaction
- j) **Virtual Check** \$0.18 per check
 - > Cash processing
- k) **Stub-Only** \$0.30 per transaction

**** Please see notes on following page. ****



**Lockbox Services Price Proposal for
City of Antioch**

RT Lawrence Corporation
7740 Painter Avenue, Suite 100
Whittier, CA 90602
626-838-5000
9-Aug-24

Notes:

- Transaction processing and pricing is based on client specifications as defined in Section 7 of this service proposal. Changes to lockbox service specifications and processing requirements may affect the prices listed above.
- If the items listed above does not meet all transaction processing needs, please contact your RTL sales representative for a more comprehensive price list.
- All Payment types will be fully processed by our lockbox, NOT simply sent back to client for processing.
- *We provide optional mail backs to our client's customers.*
- Matched and Unmatched Payments are priced the same.
- Unknown items are scanned in and presented via secured internet, along with the images, for client's immediate, remote, resolution without the need for "send-back".
- *RTL has a secure web portal for error checking and correction*


Section 2. Monthly Fixed Price Charges
Base Monthly Fee for Lockbox Services
Pricing

 \$350 per month
 per operation

Monthly Services Include:

- **Daily Pickup of Mail** - Includes daily pickup of mail from Client-specific PO Box in local Whittier, CA post office
- **Data File Transmission** - Includes data transmission of one upload file via email and/or https download per day
- **Reporting** - Three management reports in pdf file format are provided via email and/or https site download
- **Web-based Payment Verification of "Holds"** - Web-based verification of unknown items by 3 of client's remittance staff
- **Imaging Storage and Retrieval via the Web** - Hosting and storing of one month worth of images on our server and the ability for five of client's customer service representative to perform imaging search and retrieval of payment documents via the internet
- **Delivery of Older Images** - For convenience, it is RTL's standard practice to put images of "older" payments per calendar month block onto our https site for a period of five days for client download onto their own server

Optional, but Recommended, Services NOT Included In the Monthly Fee:

- **Client-Exclusive PO Box** - A Client-Exclusive "Caller Services" P.O. Box number. This service ensures early mail delivery dedicated to City of Antioch only.

\$2,320 per year

> City of Antioch mailing address or return envelope address can be as follows:

City of Antioch
 Payment Processing Center
 P.O. Box 7000
 Whittier, CA 90605-1400

Note: This cost is based on the current USPS P.O. Box rates for Whittier, CA. This is a direct cost passed onto the client and will change when changed by USPS.

Services NOT Included In the Monthly Fee:

- Courier fees to perform daily pick up of mail from Client site or Client-specific PO Box NOT located in local Whittier, CA post office
- Courier fees or bank deposit trip fees to perform daily drop-off of encoded checks for deposit to local bank branch office (or equivalent service). Note: We encourage the use of Electronic Deposit, which eliminates courier and bank fees.



**Lockbox Services Price Proposal for
City of Antioch**

RT Lawrence Corporation
7740 Painter Avenue, Suite 100
Whittier, CA 90602
626-838-5000
9-Aug-24

Section 3. E-Payment Services

Pricing

a) Check 21 Electronic Deposit Fees

- 1) Bank Check 21 or Image Cash Letter Transaction Fee
- 2) Bank Return Items Fee
- 3) RTL Check 21 or Image Cash Letter Transaction Fee
(In addition to Bank Check 21/ICL fees)
- 4) RTL Return Items Fee
(In addition to Bank return item fees)

TBD by Bank
TBD by Bank
\$0.01 per trans

\$0.00 per occurrence

Check 21 Notes:

- Check 21 fees eliminate current bank charges for processing encoded checks for deposit.
- Check 21 approach will convert the check payment into an electronic transaction for deposit.
- Check 21 subject to bank credit approval
- Check 21 processing capabilities include complete stub-check transaction processing, in-line quality usability, duplicate check tracking, X9.37 generation and sanitization, closed-loop returned item stub-check integrity retention, returned item archive retag, block database, reversal file to back-end host system, etc.

Section 4. One-Time Setup Charges

Pricing

a) New Lockbox Account Setup Fee

\$1,200 one-time fee

Notes:

- Setup includes one standard operation
- Setup includes one data file layout configuration service
- Setup includes three standard reports

***Waived by
Management***

b) New Check 21 Account Setup Fee for E-Payment

\$1,200 one-time fee
per bank

Notes:

- Includes RTL E-Payment startup services: RTL E-Payment file testing with bank, payment processing operation setup and remote end-user training, if applicable.

Exhibit A
RT Lawrence Corporation
Lockbox Fees & Charges



Lockbox Services Price Proposal for
City of Antioch

RT Lawrence Corporation
7740 Painter Avenue, Suite 100
Whittier, CA 90602
626-838-5000
9-Aug-24

- c) **Additional Operation Setup Fee** \$1,200 one-time fee
per operation
- Notes:**
- Setup includes one additional operation
 - Setup includes one data file layout configuration service
 - Setup includes three standard reports
 - If added later, same pricing
- d) **Real Time Lookup Setup Fee (optional)** \$1,200 one-time fee
- Notes:**
- Setup includes system configuration service and testing.
 - If added later, same pricing
- e) **E-pay Consolidator Module (optional)** \$1,200 one-time fee
- Notes:**
- Setup includes system configuration service and testing.
 - If added later, same pricing



**Lockbox Services Price Proposal for
City of Antioch**

RT Lawrence Corporation
7740 Painter Avenue, Suite 100
Whittier, CA 90602
626-838-5000
9-Aug-24

Section 5. Per-Occurrence Charges

Pricing

a) Mailing of Items to Client

Paid By Client

Notes:

- We anticipate only a once-a-week mailing, unless otherwise noted or requested, since the daily transactions are performed in real time mode via the use of images.
- Covers mailing of hard copy payment documents.
- Per-Occurrence charges cover cost of labor (\$10.00/occurrence) and postage, if applicable.

b) Additional Client Handling Requests

Paid By Client

Notes:

- This covers additional per occurrence services required by the Client that is not part of our standard lockbox services as noted above (i.e. photo copying stubs and/or checks, cutting or modifying the stubs to a

c) RTL Bank Deposit Trip Fee - for Check 21 ineligible

\$5 per trip

Notes:

- Charges to manually deposit Check21 ineligible checks to a local bank branch office (within a **6-mile** radius to payment center). Client can elect to have other courier services perform this task. If Client wishes for RTL to manually deposit the Check21 ineligible checks and current bank does not provide for a local branch office within a 6-mile radius, Client can consider opening an interim deposit account with an alternative financial institution with local branch office to RTL payment processing center.

d) Daily Bank Deposit by Third Party Courier Service

TBD

Notes:

- Courier fees to perform daily deposit drop-off to local bank branch.

e) Daily Mail Pickup Courier Fee

TBD

Notes:

- Courier fees to perform daily pick up of mail from Client site or Client-specific PO Box NOT located in local Whittier, CA post office



**Lockbox Services Price Proposal for
City of Antioch**

RT Lawrence Corporation
7740 Painter Avenue, Suite 100
Whittier, CA 90602
626-838-5000
9-Aug-24

Section 6. OPTIONAL IMAGE ARCHIVAL ALTERNATIVES

Pricing

a) **Hosting 2-years worth of images and data** - As an alternative option, RTL can host 2-years worth of old images and data online. Anything older will be posted in RTL's HTTPS website for Client to download and save into their PC/server.

\$50 per month

Section 7. Client Specific Requirements

Pricing

(The following lists any tasks, special processing, conditions, etc. that we will comply with, provide or include in our lockbox services as part of the service proposal.)

Client payment processing requirements and specifications are yet to be determined, finalized and is pending discussion. Lockbox service pricing may be affected by Client's special payment processing needs (i.e. Program Development is needed to accommodate client's business rule/processing requirement). Price is to be determined.

TBD

Section 8. Considerations

Proposal Notes

- Pricing is valid for 90 days only.

Payment Terms

- Lockbox Services are billed monthly by RTL with Net 30 terms.

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 10, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Desmond Bittner, Police Lieutenant

APPROVED BY: Brian Addington, Interim Chief of Police

SUBJECT: Award of Agreement to Navigating Preparedness Associates for Hazard Mitigation Plan Preparation

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Awarding the agreement to Navigating Preparedness Associates for Hazard Mitigation Plan Preparation beginning September 10, 2024, through final FEMA approval of the plan (tentative approval date of March 2025) in the amount of \$63,500 with an option to extend the agreement annually for the five (5) year period the Hazard Mitigation Plan is active; and
2. Authorizing the Acting City Manager to execute the agreement in a form approved by the City Attorney.

FISCAL IMPACT

The FY 2024/25 General Fund Police Office of Emergency Management Budget includes funding in the amount of \$75,000 for professional emergency management contracts. Funding for the remaining five (5) years of the agreement will be requested as part of the City's biennial budget process.

DISCUSSION

The Federal Disaster Act of 2000 requires local governments to adopt a comprehensive Hazard Mitigation Plan (HMP) to receive full federal funding after a disaster. By law, a Hazard Mitigation Plan must describe the type, location, and extent of all natural hazards that can affect a jurisdiction; describe the jurisdiction's vulnerability to these hazards; include a mitigation strategy that provides the jurisdiction's blueprint for reducing the potential losses; and contain a plan maintenance process. The Disaster Mitigation Act of 2000 strongly encourages state and local authorities to work together on pre-disaster planning, and it promotes "sustainable hazard mitigation", which includes sound management of natural resources, local economic and social resiliency, and the recognition that hazards, and mitigation must be understood in the largest

possible social and economic context. The Disaster Mitigation Act of 2000 called for an enhanced planning network to help local governments accurately assess mitigation needs to enable a faster allocation of funding for disaster assistance and cost-effective risk reduction projects.

State Assembly Bill (AB) 2140, which became effective on January 1, 2007, places limits on the amount of additional state funding to local jurisdictions for certain disaster recovery projects funded by the California Disaster Assistance Act (CDAA). Under AB 2140, unless the local jurisdiction has an approved Hazard Mitigation Plan and has incorporated that Hazard Mitigation Plan into the jurisdiction's General Plan Safety Element, it might not be eligible to obtain additional funding from the state for certain disaster recovery projects. Although compliance with AB 2140 is optional, noncompliance limits the ability of the City to obtain additional disaster assistance recovery funding from the state.

The City was previously part of a five-year Contra Costa County multi-jurisdictional Hazard Mitigation Plan which is in the process of being updated. The City is not included in the updated Contra Costa County multi-jurisdictional plan and now required to adopt its own local Hazard Mitigation Plan.

On July 1, 2024, a request for proposals was solicited on the City's website for Hazard Mitigation Plan Preparation consulting services. On August 1, 2024, seven (7) proposals were received. Staff reviewed and scored the proposals, and determined Navigating Preparedness Associates best met the needs and qualifications of the proposal. Staff recommends awarding the agreement to Navigating Preparedness Associates as described in the Draft Consulting Services/Professional Services Agreement attached hereto as Exhibit "1" to the Resolution.

ATTACHMENTS

- A. Resolution
- B. Proposal Evaluation

RESOLUTION NO. 2024/xxx

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AWARDING A CONSULTING SERVICES AGREEMENT FOR HAZARD MITIGATION
PLAN PREPARATION TO NAVIGATING PREPAREDNESS ASSOCIATES, LLC AND
AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE THE AGREEMENT**

WHEREAS, the Federal Disaster Mitigation Act of 2000 requires all cities, counties and special districts to adopt a Local Hazard Mitigation Plan to receive disaster mitigation funding from FEMA;

WHEREAS, having a qualified consultant prepare this plan and be available for ongoing assistance and annual updates ensures the protection of lives and property of City residents from the effects of natural or human caused disasters to which the City is subject and for which we must make efforts to mitigate, train and properly respond to;

WHEREAS, on July 1, 2024, a request for proposals was solicited on the City's website for Hazard Mitigation Plan Preparation consulting services;

WHEREAS, on August 1, 2024, seven (7) proposals for Hazard Mitigation Plan Preparation consulting services were received;

WHEREAS, City staff reviewed and scored the proposals, and determined that Navigating Preparedness Associates, LLC best met the needs and qualifications of the proposal;

WHEREAS, Staff recommends awarding the agreement to Navigating Preparedness Associates, LLC. for Hazard Mitigation Plan Preparation as described in the Consulting Services Agreement attached hereto as Exhibit "1"; and

WHEREAS, the City Council has considered awarding the agreement to Navigating Preparedness Associates, LLC. for Hazard Mitigation Plan Preparation beginning October 1st, 2024, through final FEMA approval of the plan (tentative approval date of March 2025) in the amount of \$63,500 with an option to extend the agreement annually for the five (5) year period the Hazard Mitigation Plan is active; and authorizing the Acting City Manager to execute the agreement.

RESOLUTION NO. 2024/***

September 10, 2024

Page 2

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch, hereby:

1. Awards the agreement to Navigating Preparedness Associates, LLC. for Hazard Mitigation Plan Preparation beginning October 1st, 2024, through final FEMA approval of the plan (tentative approval date of March 2025) in the amount of \$63,500 with an option to extend the agreement annually for the five (5) year period the Hazard Mitigation Plan is active; and
2. Authorizes the Acting City Manager to execute the agreement in a form approved by the City Attorney.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 10th day of September 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

**CONSULTING SERVICES/PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF ANTIOCH AND
NAVIGATING PREPAREDNESS ASSOCIATES**

THIS AGREEMENT (“**Agreement**”) is made and entered into this 10 day of September, 2024 (“**Effective Date**”) by and between the City of Antioch, a municipal Corporation with its principle place of business at 200 H Street, Antioch, CA 94509 (“**City**”) and Navigating Preparedness Associates with its principle place of business at 3245 Driftwood Drive, Lafayette, CA (“**Consultant**”) as of September 10, 2024. City and Consultant individually are sometimes referred to herein as “**Party**” and collectively as “**Parties**.”

SECTION 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall furnish all technical and professional services including labor, material, equipment, transportation, supervision and expertise to provide to City the services described in the Scope of Work attached as Exhibit A attached hereto and incorporated herein at the time and place and in the manner specified therein (“**Services**”). In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on March 2025 (and/or the date of FEMA plan approval), the date of completion specified in Exhibit A, and Consultant shall complete the Services described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the Services required by this Agreement shall not affect the City’s right to terminate the Agreement, under Section 8.

1.2 Standard of Performance. Consultant represents that it is experienced in providing these services to public clients and is familiar with the plans and needs of City. Consultant shall perform all Services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform Services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Consultant shall devote such time to the performance of Services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant’s obligations hereunder.

SECTION 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed \$63,500 notwithstanding any contrary indications that may be contained in Consultant’s proposal, for Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant’s proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for Services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from City to Consultant for Services rendered pursuant to this Agreement. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant’s estimated costs of providing the Services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that

compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for Services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services; and,
- The Consultant's signature.

2.2 Payment Schedule.

2.2.1 City shall make incremental payments, based on invoices received, [according to the payment schedule attached as Exhibit B and incorporated herein], for Services satisfactorily performed, in accordance with the requirements of this Agreement, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements of Section 2.1 to pay Consultant.

2.3 Total Payment. City shall pay for the Services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering Services pursuant to this Agreement, unless expressly provided for in Section 2.5.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.4 Hourly Fees. Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the fee schedule in Exhibit B.

2.5 Reimbursable Expenses. Reimbursable expenses are specified below, and shall not exceed (\$ 0). Expenses not listed below are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

Reimbursable Expenses are: N/A

2.6 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.7 Authorization to Perform Services. The Consultant is not authorized to perform any Services or incur any costs whatsoever under the terms of this Agreement until Consultant receives authorization to proceed from the Contract Administrator.

SECTION 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the Services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein. City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

SECTION 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work by the Consultant and its agents, representatives, employees, and subcontractors. Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Insurers shall have an AM Best rating of no less than A:VII unless otherwise accepted by the City in writing:

4.1 Commercial General Liability (CGL). Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If Consultant's services include work within 50 feet of a railroad right of way, the Consultant shall have removed any exclusion on their liability policy limiting coverage for work near a railroad, or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000.

4.2 Automobile Liability Insurance. ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

4.3 Workers' Compensation Insurance. Workers' Compensation Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

4.4 Professional Liability (Errors and Omissions). Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

4.5 Other Insurance Provisions. Unless otherwise specified below, all insurance policies are to contain, or be endorsed to contain, the following provisions:

4.5.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. CGL coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if

a later edition is used). This requirement shall only apply to the CGL and Automobile Liability Insurance policies specified above.

4.5.2 Primary Coverage. For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it. This requirement shall only apply to the CGL and Automobile Liability Insurance policies specified above.

4.5.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

4.5.4 Waiver of Subrogation. Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. This requirement shall only apply to the CGL, Automobile Liability and Workers' Compensation/Employer's Liability Insurance policies specified above.

4.5.5 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

4.5.6 Claims made policies. If any of the required policies provide claims-made coverage:

4.5.6.1 The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

4.5.6.2 Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

4.5.6.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

4.6 Certificate of Insurance and Endorsements. Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

4.7 Subcontractors. Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming additional insureds

4.8 Higher Limits. If the Consultant maintains higher limits than the minimums shown above, the City 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 City.

4.9 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

4.10 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise, any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due to Consultant under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or,
- Terminate this Agreement.

SECTION 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

5.1 To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably acceptable to City), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

5.1.1 Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

5.2 By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

SECTION 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Section 1.3; however, otherwise City shall not have the right to control the manner or means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including, but not limited to, eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee

of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 Consultant Not Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

SECTION 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Consultant and any subcontractors shall comply with all laws applicable to the performance of the Services.

7.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 Licenses and Permits. Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

7.5 Nondiscrimination and Equal Opportunity. Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, sexual orientation or any other legally protected status, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any Services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby. Consultant shall include the provisions of this Section in any subcontract approved by the Contract Administrator or this Agreement.

7.6 California Labor Code Requirements. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). 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 \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to

work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

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 full term of this Agreement and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

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. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

SECTION 8. TERMINATION AND MODIFICATION.

8.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Consultant. Consultant may cancel this Agreement only for cause upon thirty (30) days’ written notice to City and shall include in such notice the reasons for cancellation. In the event of termination, Consultant shall be entitled to compensation for Services performed satisfactorily to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

8.2 Extension. City may, in their sole and exclusive discretion, extend the end date of the term of this Agreement beyond that provided for in Section 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.3 Amendments. The parties may amend this Agreement only by a writing signed by all the Parties.

8.4 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant’s unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

8.6 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement; and/or

8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant in which case the City may charge Consultant the difference between the cost to have a different consultant complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

SECTION 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, drawings, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

9.2 Confidentiality. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be kept confidential by Consultant. Such materials shall not, without the prior written permission of City, be used by Consultant for any purpose other than the performance of this Agreement nor shall such materials be disclosed publicly. Nothing furnished to Consultant which is generally known, shall be deemed confidential. Consultant shall not use the City's name or logo or photographs pertaining to the Services under this Agreement in any publication without the prior written consent of the City.

9.3 Consultant's Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for Services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant.

9.4 Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

9.5 Intellectual Property. The City shall have and retain all right, title and interest, including copyright, patent, trade secret or other proprietary rights in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents and any other works of authorship fixed in any tangible medium or expression, including but not limited to physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of

Consultant under this Agreement. Consultant further grants to City a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional or supplemental work created under this Agreement.

SECTION 10. MISCELLANEOUS PROVISIONS.

10.1 Venue. In the event either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.

10.2 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.3 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.4 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

10.5 Use of Recycled Products. Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10.6 Conflict of Interest. Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq. Consultant shall not employ any official of City in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Section 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 City. If Consultant was an employee, agent, appointee, or official of City in the previous twelve 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, including reimbursement of expenses, and Consultant will be required to reimburse the City 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 Section 1090 and, if applicable, will be disqualified from holding public office in the State of California.

10.7 Inconsistent Terms. If the terms or provisions of this Agreement conflict with or are inconsistent with any term or provision of any Exhibit attached hereto, then the terms and provisions of this Agreement shall prevail.

10.8 Solicitation. Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 Contract Administration. This Agreement shall be administered by Lieutenant Desmond Bittner ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 Notices. Any written notice to Consultant shall be sent to:

Navigating Preparedness Associates
3245 Driftwood Drive
Lafayette, CA 94549

Any written notice to City shall be sent to:

Antioch Police Department
300 L Stret
Antioch, CA 94509

City of Antioch
P. O. Box 5007
Antioch, CA 94531-5007
Attn: City Attorney

10.11 Integration. This Agreement, including all exhibits and other attachments, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

CITY: CITY OF ANTIOCH

CONSULTANT: LEE ROSENBERG

Kwame Reed, Acting City Manager

By: _____

Attest:

Elizabeth Householder
City Clerk

Name: _____
Title: _____

Approved as to Form

Name: _____
Title: _____

Thomas Lloyd Smith, City Attorney

[Two signatures are required for a corporation or one signature with the corporate bylaws indicating that one person can sign on behalf of the corporation]

EXHIBIT A SCOPE OF WORK

This proposal is for Hazard Mitigation Plan Preparation beginning September 2024 through the plan completion and Cal OES / FEMA approval. See attached proposed schedule.

The Scope of Services to be provided by the consultant shall include, but not be limited to, the elements listed below:

Preparation of the plan will involve an inclusive citywide planning process and will include the following participants seeking FEMA approval of the Plan:

- City of Antioch
- Local special districts (water and school districts)
- Public and Private agencies, and
- Other stakeholders will be invited to participate in the plan development process as members of the planning committee

The Scope of work for this project is organized into four phases in accordance with the Disaster Mitigation Act planning process:

1. LHMP Planning/Development Process and Organize Resources;
2. Threat and Hazard Identification and Risk Assessment (Hazard Identification, Hazard Mapping, Vulnerability Assessment, and Capability Assessment);
3. Hazard Mitigation Strategy; and
4. Hazard Plan Implementation and Maintenance Process

1. Phase One: LHMP Planning/Development Process and Organize Resources

As part of the LHMP planning and development process, the City will organize a Hazard Mitigation Planning Committee (HMPC). Members of the HMPC will include representatives from each participating jurisdiction; staff with other local, state, and federal agencies; take the “whole community” approach including non-profits, religious institutions, disability access and functional needs groups, experts, or members of the public; and may also include a cross-section of the community, such as residents, community leaders, and business owners. The public will also be invited to participate on the HMPC. The HMPC will:

- Participate in the planning process, attend meetings, and provide data as requested
- Solicit input from citizens and professionals with knowledge of applicable hazards
- Provide input on how the risk differs across the planning area
- Identify new/proposed mitigation projects
- Review drafts of the plan
- Hold public meetings

- Coordinate the formal adoption of the plan by governing boards
- Manage the implementation of the proposed mitigation projects
- Prepare, publish, and distribute community and required public hearing notices

The Consultant shall facilitate public meetings. Each meeting will focus on educating the public on the LHMP development process and identifying community concerns. The Consultant shall provide content to post on the City's webpage and social media platforms. When a final draft LHMP is developed, the public will be invited to review and provide comments on the current draft. Public comments will be incorporated as appropriate by the Consultant.

Note: For security reasons, all critical infrastructure protection information will need to be redacted from the plan prior to dissemination or presentation to the public.

The City of Antioch LHMP will thoroughly document the hazard mitigation planning process, including but not limited to:

- A narrative description of how the plan was prepared and the process followed
- An outline of plan development meeting dates, attendees, and agendas
- Identify agencies and organizations that participated in plan development
- Coordination with existing planning mechanisms
- Description of how the public was involved and strategy for public outreach/meetings

2. Phase Two: Threat and Hazard Identification Risk Assessment (Hazard Identification, Vulnerability Assessment, and Capability Assessment)

A detailed risk assessment will be developed for this LHMP. The purpose of this section is to understand the risk and vulnerability of identified natural, technological, and human-caused hazards and to provide a basis for hazard mitigation strategy development. The risk assessment will include:

a. Hazard Identification and Profiles: The Hazard Identification and Profiles will include a description and prioritization of the hazards that have occurred within the City. The hazard categories may include:

- Flood-related hazards
- Wildfire hazards
- Earthquake hazards
- Severe weather-related hazards (extreme temperatures, drought, fog, heavy rains/thunderstorms, wind/lightning, etc.)
- Nuclear hazards
- Climate change hazards
- Other man-made hazards
- Other geologic and soil hazards
- Other hazards as identified by the HMPC and other data sources

b. Hazard Mapping: Using the best available data, the risk assessment will include maps (hazard and infrastructure maps will be provided by the Consultant) that delineate areas

affected by hazards and identify locations of local assets. The geographic information data will comprise a comprehensive inventory for use in developing map data layers (to the extent data is available), of the following items relative to the multiple hazard area:

- Public buildings
- Critical facilities and infrastructure
- Maps that depict the location of parcels, structures, land use, and populations
- Structures will be delineated by type of use (e.g., residential, commercial, industrial, etc.)

c. Vulnerability Assessment: Based on the previous information, the Consultant will develop an overview of the City's vulnerability to specific hazards. Digital maps and GIS data (provided by the consultant) will be developed to identify local assets that are located within known hazard areas. HAZUS will be used to model losses as appropriate. This vulnerability assessment will include (as the data allows):

- Types and numbers of buildings, infrastructure, and critical facilities located within the planning area and within identified hazard areas
- An inventory of all repetitive flood loss structures, as defined by FEMA, if applicable
- Potential dollar losses from identified hazards will be estimated through a process that utilizes HAZUS-MH or GIS analysis of County assessor's data with hazard locations
- Description of land uses and development trends to advise future land use decisions.

d. Capability Assessment: A capability assessment will be conducted that will inventory those existing plans, policies, and procedures that the City has in place to temper the effect of hazards. This will include protective measures under the National Flood Insurance Program (NFIP), building codes, zoning ordinances, completed or ongoing mitigation projects, and mitigation policies established in the general or comprehensive plans of participating jurisdictions.

3. Phase Three: Hazard Mitigation Strategy

The LHMP will include a mitigation strategy to address its exposure to identified hazards. This will require meetings of the HMPC, facilitated by the consultant, and include:

- a. Developing mitigation goal statements that focus on reducing the risk and vulnerability from the identified hazards.
- b. Developing a comprehensive range of specific mitigation actions items being considered to reduce the effects of each hazard, based on the risk assessment. The range of potential action items will include emphasis on mitigating losses for new and existing buildings and infrastructure and for future development areas. This section will include a list of prioritized hazard mitigation action items that best meet the City's needs for hazard damage reduction. Prioritization factors will include an analysis of proposed mitigation projects focused on several key areas, including but not limited to economic (including benefits and cost), engineering, technical, legal, environmental, social, and political feasibility. Action items given the highest priority will meet most or all aspects of the feasibility analysis and will be the best fit for the City and all plan participants.

c. Based on previous tasks, a draft plan will be prepared in accordance with state and federal requirements. The Consultant will ensure that each required component for each plan participant is included in the Plan. The draft plan will be made available to the HMPC for review and comment. The Consultant will incorporate HMPC comments and prepare a public review draft to be distributed to interested parties.

4. Phase Four: Hazard Mitigation Plan Maintenance Process

a. Monitoring, Evaluating, and Updating: This chapter will detail how the City of Antioch HMPC will monitor, evaluate, implement, and update the Plan. For example, maintenance will occur at an annual meeting of the HMPC where the LHMP mitigation strategy and implementation progress will be evaluated and modified as appropriate. The Plan will be revised, updated, and readopted every five years in accordance with the requirements of the Disaster Mitigation Act of 2000.

b. Incorporation into Existing Planning Mechanisms: The City will implement and incorporate hazard mitigation plan goals and actions into other local planning documents, such as the local emergency operations plan, community wildfire protection plans, storm water plans, etc. Incorporation of the LHMP into the Safety Element of the General Plan for the City will be emphasized.

c. Implementation Schedule: The completed LHMP will include procedures for ensuring the Plan's implementation, including an implementation schedule for each action item.

d. Continued Public Involvement: The City is committed to continued public involvement in the LHMP development, maintenance, and future updates. A description of public involvement activities for the Plan will be included.

e. Final Plan: The Consultant will collect and incorporate public comments to the public review draft, make all necessary revisions, and will prepare a Final Plan for submittal to CalOES and FEMA for review and approval. The Consultant is responsible for all plan revisions from CalOES, FEMA, or the City until it is adopted by Antioch City Council.

f. LHMP Adoption and Approval: The governing body of each participating jurisdiction will adopt the LHMP upon approval of the Plan from Cal OES and FEMA Region

**EXHIBIT B
PAYMENT SCHEDULE**

The scope of work including optional tasks for a fixed, firm fee of \$63,500.

The table below contains a breakdown of tasks, and estimated labor hours by staff billing rate, and other costs.

| City of Antioch Hazard Mitigation Plan Preparation | Rate | Project Management | Phase 1: Planning/Development Process & Organize Resources | Phase Two: Hazard Identification / Risk Assessment | Phase Three: Hazard Mitigation Strategy | Phase Four: Hazard Mitigation Plan Maintenance Process | Total Hours |
|---------------------------------------------------------------|-------------|---------------------------|-----------------------------------------------------------------------------------|-------------------------------------------------------------------|----------------------------------------------------|-----------------------------------------------------------------------|--------------------|
| LHMP | | | | | | | |
| Project Manager | 180 | 25 | 20 | 14 | 12 | 24 | 95 |
| HMP SME | 170 | | 30 | 8 | 20 | 6 | 64 |
| Senior Planner | 135 | | 20 | 30 | 48 | 44 | 142 |
| GIS Planner | 165 | | | 52 | 8 | | 60 |
| QA/QC | 145 | 6 | 4 | 8 | 6 | 12 | 36 |
| ODCs | | | | | | | |
| Material | | | 450 | | | | 450 |
| Travel | | | 780 | | | | 780 |
| Total ODCs | | - | 1,230 | - | - | - | 1,230 |
| Total Hours | | 74 | 112 | 112 | 94 | 86 | 397 |
| Labor Cost | | 5,370 | 11,980 | 17,670 | 14,230 | 13,020 | |
| Labor + ODCs | | 5,370 | 13,210 | 17,670 | 14,230 | 13,020 | \$63,500 |

Cost Proposal

Invoice monthly with payment due at net 30 days. Statements will contain detailed accounts of labor hours by staff and other direct costs. Each statement will provide a narrative of work completed, budget status, and any areas of concern

Attachment “B”

HAZARD MITIGATION PLAN PREPARATION RFP

918-0801-24

Evaluation Process


| CONSULTANT | Rater 1 100 points | Rater 2 100 points | Rater 3 100 points | Rater 4 100 points | Average | Project Cost |
|------------------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|----------------|-------------------------|
| A – Tech Consulting | 30 | 38 | 48 | 26 | 35.5 | \$73,065 |
| Black & Veatch | 64 | 67 | 80 | 80 | 72.75 | \$148,056 |
| Definitive Safety Group | 17 | 25 | 24 | 14 | 20 | \$217,933 |
| IEM | 51 | 54 | 78 | 24 | 51.75 | \$118,507 |
| Integrated Solutions Consulting | 70 | 64 | 84 | 65 | 70.75 | \$129,995 |
| Jacob Green and Associates | 56 | 65 | 81 | 60 | 65.5 | \$76,600 |
| Navigating Preparedness Associates | 85 | 80 | 100 | 92 | 89.25 | \$63,500 |


CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 10, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Mitchell Loving, Junior Engineer 

APPROVED BY: Scott Buenting, Acting Public Works Director/City Engineer 

SUBJECT: Amendment to the Construction Agreement with Consolidated Engineering Inc. for the Neighborhood Traffic Calming Project; P.W. 282-19A

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving an amendment to the construction agreement with Consolidated Engineering Inc. for the Neighborhood Traffic Calming Project in the amount of \$17,839.50, for a total contract amount of \$395,789.50.

FISCAL IMPACT

Adoption of this resolution will increase the construction agreement with Consolidated Engineering Inc. for the Neighborhood Traffic Calming Project ("Project") in the amount of \$17,839.50 for a total contract amount of \$395,789.50. Funding for this action is included within the Measure J Fund fiscal year 2024/25 budgets which has allocated a budget of \$398,722 for construction engineering and management, inspection, testing and contract administration of the Project.

DISCUSSION

On April 25, 2023, the City Council awarded an agreement to Consolidated Engineering Inc. for the Project. The Project included installation of eighteen (18) speed humps and proper signage/stripping in various locations within the City of Antioch and installation of a raised crosswalk on 2nd Street. Additional work included excavation, asphalt rehabilitation, stripping and signage installation.

Staff recommends the approval of the amendment to the construction agreement for additional asphalt concrete repair and replacement over adjacent areas outside the limits of work to ensure a seamless transition from existing to new asphalt. Additional stripping and signage installation was also necessary to complete this transition.

ATTACHMENTS

A. Resolution

ATTACHMENT "A"

RESOLUTION NO. 2024/xxx

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AUTHORIZING AN AMENDMENT TO THE CONSTRUCTION AGREEMENT AND
INCREASING THE CONTRACT AMOUNT BY \$17,839.50 FOR A TOTAL CONTRACT
AMOUNT OF \$395,789.50 WITH CONSOLIDATED ENGINEERING INC. FOR THE
NEIGHBORHOOD TRAFFIC CALMING PROJECT
P.W. 282-19A**

WHEREAS, the Neighborhood Traffic Calming Project ("Project") was published and advertised in the East County Times on March 31, 2023 and April 3, 2023 and a Notice to Contractors was sent to the construction trade journals;

WHEREAS, the Project bids were publicly opened and read on May 2, 2023, and two (2) bids were received for the Project;

WHEREAS, the lowest responsive and responsible bid was submitted by Consolidated Engineering Inc;

WHEREAS, on May 23, 2023, Consolidated Engineering Inc. was awarded a construction agreement to perform work associated with the Project; and

WHEREAS, the City has considered authorizing the amendment to increase the construction agreement with Consolidated Engineering Inc. for the Project in the amount of \$17,839.50 for a total contract amount of \$395,789.50.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby approves the amendment to increase the construction agreement with Consolidated Engineering Inc. for the Neighborhood Traffic Calming Project in the amount of \$17,839.50 for a total contract amount of \$395,789.50.

* * * * *

RESOLUTION NO. 2024/***

September 10, 2024

Page 2

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 10th day of September 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH**



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 10, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Tasha Johnson, Public Safety and Community Resources Director

APPROVED BY: Kwame Reed, Acting City Manager

SUBJECT: Unhoused Residents Services- Amendment No. 1 to Supportive Services Agreement with Bay Area Community Services

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

- 1) Authorizing the Acting City Manager to execute Amendment No. 1 to the Bay Area Community Services (BACS) for supportive services associated with the City's Non-Congregate Bridge Housing Program; and
- 2) Authorizing the Acting City Manager or designee to make the necessary Fiscal Year 2024-2025 budget adjustments.

FISCAL IMPACT

The request is to increase the contract with BACS for an additional \$818,771.24 from the American Rescue Plan Act (ARPA funds) from an initial amount of \$2,563,990 to a total contract amount of \$3,382,761 over 2 years. The current ARPA funding allocated to supportive services is \$3,100,000. Staff recommends reallocating \$282,761 from ARPA funds budgeted for the lease of the facility that will remain unspent at the expiration of that contract. This will allow adequate funding to continue the program through April 2025. There will be no net impact to allocated ARPA funding and no impact to the General Fund.

DISCUSSION

In April 2023, the City of Antioch opened Opportunity Village, a Non-Congregate Bridge Housing (NCBH) Program, in partnership with Bay Area Community Services (BACS) as the support service provider. NCBH operates at the Executive Inn Motel site located at 515 East 18th Street in Antioch, CA providing temporary non-congregate bridge housing for individuals experiencing homelessness.

Since its opening, BACS has provided supportive services to adults (without children) experiencing unsheltered homelessness. The goals of the program are to 1) provide

L

participants with a safe place to stay; 2) connect participants with community, mainstream, and personal resources based on individual need; and 3) assist participants in transitioning to more stable or permanent housing. The NCBH Program is being overseen by the City of Antioch, in alignment and coordination with Contra Costa County's homelessness response system.

BACS was selected as the service provider through a competitive solicitation process due to their expertise in trauma informed care and community-based philosophy. Their approach emphasizes housing first with a supportive services approach that is rooted in health and wellness. Skill building and problem solving with participants are central to their work.

The contract period is for two (2) years, with an option for up to two additional two-year extensions. The current contract period is active until April 2025.

In the program's first year, 71 individuals were housed out of 92 exited giving it a 77% success rate. BACS prepares unhoused populations to maintain their stability with move-in and rental assistance. In addition, when clients move into permanent housing, BACS utilizes flex funds to pay for deposit, first month's rent, and application fees. Due to the higher than expected success rate, BACS is requesting additional funding to continue supporting residents transition to permanent housing.

Additionally, BACS has increased wages for staff to be competitive and allow for a livable wage in the Bay Area. Housing Locator and Care Coordinator wages increased from \$25/hr. to \$30/hr. while residential counselors increased from \$24/hr. to \$30/hr. At the current rate of expenditures, the budget will be exhausted by October 2024. In effort to continue this work to house unsheltered residents in Antioch, it is being requested that the budget for the Service contract be increased.

ATTACHMENTS

- A. Resolution
- B. Agreement
- C. Two Year Budget

RESOLUTION NO. 2024/***

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE AMENDMENT NO. 1 WITH BAY AREA COMMUNITY SERVICES TO PROVIDE SUPPORTIVE SERVICES FOR UNHOUSED RESIDENT SERVICES AND AUTHORIZING THE ACTING CITY MANAGER OR DESIGNEE TO MAKE THE NECESSARY BUDGET ADJUSTMENTS

WHEREAS, on July 26, 2022, the City and Bay Area Community Services entered into Supportive Services Agreement (“Agreement”) for the City of Antioch’s Non-Congregate Bridge Housing Program Located at 515 East 18th Street in the amount of \$2,563,990;

WHEREAS, on May 1, 2023, BACS initiated their supportive services contract with the opening of the City of Antioch’s first Non-Congregate Bridge Housing Program, Opportunity Village;

WHEREAS, BACS has successfully housed 71 residents with a rate of success of 77% its first year;

WHEREAS, the Public Safety and Community Resources Department is recommending increasing the contract with BACS by \$818,771.24 in American Rescue Plan Act (ARPA) funding available in order to continue to provide services through April 2025 as the current contract amount is insufficient to provide services past October 2024; and

WHEREAS, the City Council has considered increasing the contract with BACS utilizing \$536,010 in remaining ARPA budget for Support Services and re-allocating funds in the amount of \$282,761 from the Bridge Housing Lease ARPA budget to Support Services, for a total contract increase of \$818,771.24.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch:

1. Authorizes the Acting City Manager to execute Amendment No. 1 in the amount of \$818,771.24 to the agreement with Bay Area Community Services to provide supportive services for a total not to exceed \$3,382,761 over 2 years (Exhibit A) in a form approved by the City Attorney.
2. Authorizes the Acting City Manager or designee to make the necessary Fiscal Year 2024-2025 APRA Fund budget adjustments.

* * * * *

RESOLUTION NO. 2024/***

September 10, 2024

Page Two

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 10th day of September 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH**

**AMENDMENT NO. 1 TO AGREEMENT
WITH BAY AREA COMMUNITY SERVICES TO PROVIDE FOR SUPPORTIVE
SERVICES FOR UNHOUSED RESIDENT SERVICES AND AUTHORIZING THE
ACTING CITY MANAGER OR DESIGNEE TO MAKE THE NECESSARY BUDGET
ADJUSTMENTS**

THIS FIRST AMENDMENT TO THE AGREEMENT FOR BAY AREA COMMUNITY SERVICES is entered into this 10 the day of September 2024, by and between the City of Antioch, a municipal Corporation with its principle place of business at 200 H Street, Antioch, CA 94509 (“**City**”) and **Bay Area Community Services Inc. (BACS)** with its principle place of business 390 40th Street, Oakland, CA 94609 (“**Contractor**”). City, and Contractor individually are sometimes referred to herein as “**Party**” and collectively as “**Parties.**”

R E C I T A L S

WHEREAS, on April 23rd, 2023, City and BACS, entered into an Agreement for Supportive Services for the Transitional Housing Program (“**Agreement**”) and the term of this Agreement shall end on April 21, 2025.

NOW, THEREFORE, THE PARTIES DO MUTUALLY AGREE AS FOLLOWS:

1. Section 2. “Compensation” the contract shall be amended to read as follows:

City hereby agrees to pay Contractor a sum not to exceed \$3,382,761 over a two-year period, notwithstanding any contrary indications that may be contained in Contractor's proposal, for Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Contractor's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Contractor for Services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from City to Contractor for Services rendered pursuant to this Agreement. Except as specifically authorized by City, Contractor shall not bill City for duplicate services performed by more than one person.

All other terms and conditions of the Agreement shall remain in full force and effect.

CITY:

CONTRACTOR:

CITY OF ANTIOCH:

BAY AREA COMMUNITY SERVICES,
INC.:

By: _____
Kwame P. Reed
Acting City Manager

By: _____
Jamie Almanza
Chief Executive Officer

ATTEST:

Elizabeth Householder
City Clerk

By: _____

APPROVED AS TO FORM:

Renee Tripp
Director of Finance and Administration

Thomas Lloyd Smith
City Attorney

**TRANSITIONAL HOUSING PROGRAM SERVICES AGREEMENT
BETWEEN THE CITY OF ANTIOCH AND
BAY AREA COMMUNITY SERVICES, INC.**

THIS AGREEMENT ("**Agreement**") is made and entered into this 23RD day of APRIL, 2023 ("**Effective Date**") by and between the City of Antioch, a municipal Corporation with its principal place of business at 200 H Street, Antioch, CA 94509 ("**City**") and Bay Area Community Services, Inc. ("**Contractor**"), a California nonprofit corporation with its principal place of business at 390 40th Street, Oakland, CA 94609. City and Contractor individually are sometimes referred to herein as "**Party**" and collectively as "**Parties.**"

The City desires to provide for transitional housing program services to benefit persons in the City struggling with unsheltered homelessness (the "**Program**"). The City desires to engage Contractor to provide services for the Program as further detailed in this Agreement and the attachments hereto. Contractor is a non-profit entity with experience in successfully providing the services required for the Program for public agencies. The Program may be funded, in whole or in part, with Coronavirus Local Fiscal Recovery Funds, as further detailed herein, and Contractor shall comply with all requirements related to such funding.

SECTION 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall furnish all technical and professional services including labor, material, equipment, transportation, supervision and expertise to provide to City the services described in the Scope of Work attached as Exhibit A and incorporated herein at the time and place and in the manner specified therein ("**Services**"). In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end two years later and Contractor shall complete the Services described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Contractor to complete the Services required by this Agreement shall not affect the City's right to terminate the Agreement, under Section 8.

1.2 Standard of Performance. Contractor represents that it is experienced in providing these Services to public clients and is familiar with the Program, and the plans and needs of City. Contractor shall perform all Services required pursuant to this Agreement in a good and workmanlike manner and in accordance with the highest professional standards.

1.3 Assignment of Personnel. Contractor shall assign only competent personnel to perform Services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment

of any such persons, Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.3.1 If required by the City, and to the extent permitted by law, Contractor shall ensure that criminal background checks are completed prior to engagement of any Contractor employee, director, officer, agent, subcontractor, or volunteer on performance of any sensitive Services under this Agreement, as determined by the City.

1.4 Time. Contractor shall devote such time to the performance of Services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Contractor's obligations hereunder.

SECTION 2. COMPENSATION. City hereby agrees to pay Contractor a sum not to exceed \$2,563,990 over a two year period, notwithstanding any contrary indications that may be contained in Contractor's proposal, for Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Contractor's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Contractor for Services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from City to Contractor for Services rendered pursuant to this Agreement. Except as specifically authorized by City, Contractor shall not bill City for duplicate services performed by more than one person.

Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's estimated costs of providing the Services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for Services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;

- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing Services; and,
- Contractor's signature.

2.2 Payment Schedule.

2.2.1 City shall make incremental payments, based on invoices received, according to the Two Year Budget attached as Exhibit B and incorporated herein by reference, for Services satisfactorily performed, in accordance with the requirements of this Agreement, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements of Section 2.1 to pay Contractor.

2.3 Total Payment. City shall pay for the Services to be rendered by Contractor pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering Services pursuant to this Agreement, unless expressly provided for in Section 2.5.

In no event shall Contractor submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.4 Hourly Fees. Fees for work performed by Contractor shall not exceed the amounts shown in Exhibit B.

2.5 Reimbursable Expenses. Reimbursable expenses shall be identified in Exhibit B, and shall not exceed \$913,500 over the two year term. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.6 Payment of Taxes. Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.7 Authorization to Perform Services. Contractor is not authorized to perform any Services or incur any costs whatsoever under the terms of this Agreement until Contractor receives authorization to proceed from the Contract Administrator.

SECTION 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the Services required by this Agreement. City shall make available to Contractor only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

Contractor shall operate the Program at leased facilities provided by the City, and the City shall furnish physical facilities required for Program operation, as determined by the City, at such leased facilities, all as further described in Exhibit A.

Should Contractor be required to be present at the offices of City, City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Contractor's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

3.1 Equipment Purchase.

3.1.1 Prior authorization, in writing, by City shall be required before Contractor enters into any unbudgeted purchase order, or subcontract for supplies, equipment, or services for which Contractor intends to seek reimbursement from City. Contractor shall provide an evaluation of the necessity or desirability of incurring such costs.

3.1.2 City may require three competitive quotations with the request for such purchase, or the absence of bidding must be adequately justified.

3.1.3 Any equipment purchased as a result of this Agreement is subject to the following:

Contractor shall maintain, and provide to the City upon request, an inventory of all nonexpendable property having a useful life of at least one year.

Title to all property shall vest in the name of the City. During the term of this Agreement, Contractor shall be responsible for the protection, maintenance and preservation of all such property held in custody for the City. Contractor shall, upon expiration or termination of this Agreement, deliver to the City all such property, and documents evidencing title to same, as applicable. In the case of lost or stolen items or equipment, Contractor shall immediately notify the City Administrator, and shall complete any reports or follow such other procedures regarding lost or stolen items or equipment as required by the City.

3.1.4 Contractor shall comply with all other requirements of the City regarding supplies and equipment procured under this Agreement as may be set forth in Exhibit A, or in any policies or procedures developed pursuant to this Agreement.

SECTION 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Contractor, at its own cost and expense, shall procure insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work by Contractor and its agents, representatives, employees, and subcontractors. Contractor shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in Contractor's proposal. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Insurers shall have an AM Best rating of no less than A:VII unless otherwise accepted by the City in writing:

4.1 Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

4.2 Automobile Liability Insurance. ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

4.3 Sexual/Abuse insurance. If Contractor will have contact with persons under the age of 18 years, or provides services to persons with Alzheimer's or Dementia, or provides case management services, or provides housing services to vulnerable groups (i.e., homeless persons), Contractor shall maintain sexual/molestation/abuse insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate.

4.4 Workers' Compensation Insurance. as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

4.5 Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

4.6 Other Insurance Provisions. Unless otherwise specified below, all insurance policies are to contain, or be endorsed to contain, the following provisions:

4.6.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. CGL coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used). This requirement shall only apply to the CGL and Automobile Liability Insurance policies specified above.

4.6.2 Primary Coverage. For any claims related to this contract, Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it. This requirement shall only apply to the CGL and Automobile Liability Insurance policies specified above.

4.6.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

4.6.4 Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. This requirement shall only apply to the CGL, Automobile Liability and Workers' Compensation/Employer's Liability Insurance policies specified above.

4.6.5 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

4.6.6 Claims made policies. If any of the required policies provide claims-made coverage:

4.6.6.1 The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

4.6.6.2 Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

4.6.6.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

4.7 Certificate of Insurance and Endorsements. Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

4.8 Subcontractors. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming additional insureds.

4.9 Higher Limits. If Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

4.10 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

4.11 Remedies. In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise, any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Contractor’s breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or,
- Terminate this Agreement.

SECTION 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

5.1 To the fullest extent permitted by law, Contractor shall defend (with counsel reasonably acceptable to City), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors or agents in connection with the performance of the Services, the Program or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor, the City, its officials, officers, employees, agents, or volunteers.

5.1.1 Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

5.2 By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

SECTION 6. STATUS OF CONTRACTOR.

6.1 Independent Contractor. At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and assignment of personnel pursuant to Section 1.3; however, otherwise City shall not have the right to control the manner or means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including, but not limited to, eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 Contractor Not Agent. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

SECTION 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Contractor and any subcontractors shall comply with all laws applicable to the performance of the Services.

7.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 Licenses and Permits. Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Contractor represents and warrants to City that Contractor and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

7.5 Nondiscrimination and Equal Opportunity. Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, sexual orientation or any other legally protected status, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any Services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

Contractor shall include the provisions of this Section in any subcontract approved by the Contract Administrator or this Agreement.

7.6 California Labor Code Requirements. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). 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 \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or

interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

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 full term of this Agreement and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

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. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

7.7 Federal Requirements. Coronavirus Local Fiscal Recovery Funds (“CLFRF”) may be used to fund all or a portion of this Agreement. Contractor shall comply with all federal requirements including, but not limited to, the following:

(a) Sections 602 and 603 of the Social Security Act as added by Section 9901 of the American Rescue Plan Act of 2021, U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions, Treasury’s Final Rule, and CLFRF reporting requirements, as applicable (collectively, the “CLFRF Compliance Requirements”). The CLFRF Compliance Requirements are expressly incorporated herein by reference.

(b) C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference.

(c) Federal Contract Provisions attached hereto as Exhibit C and incorporated herein by reference.

Subcontracts, if any, shall contain a provision making them subject to all applicable provisions of this Agreement, including but not limited to, CLFRF Compliance Requirements, 2 C.F.R. Part 200, and the Federal Contract Provisions.

With respect to any conflict between such federal requirements and the terms herein and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

SECTION 8. TERMINATION AND MODIFICATION.

8.1 Termination; Suspension.

8.1.1 City may cancel this Agreement at any time and without cause upon thirty (30) days' written notification to Contractor.

Contractor may cancel this Agreement for cause upon thirty (30) days' written notice to City and shall include in such notice the reasons for cancellation. In addition, Contractor may cancel this Agreement without cause upon one hundred twenty (120) days' written notification to City.

In the event of termination, Contractor shall be entitled to compensation for Services performed to the effective date of termination; City, however, may condition payment of such compensation upon Contractor delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Contractor or prepared by or for Contractor or the City in connection with this Agreement.

8.1.2 City shall may temporarily suspend this Agreement and the Services contemplated herein, wholly or in part, for such reasonable period as it deems necessary. Contractor will be paid for satisfactory Services performed prior to the date of suspension. During the period of suspension, Contractor shall not receive any payment for services or expenses incurred by Contractor by reason of such suspension.

8.2 Extension. City may, in their sole and exclusive discretion, extend the end date of the term of this Agreement beyond that provided for in Section 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Contractor understands and agrees that, if City grants such an extension, City shall have no obligation to provide Contractor with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Contractor for any otherwise reimbursable expenses incurred during the extension period.

8.3 Amendments. The Parties may amend this Agreement only by a writing signed by all the Parties.

8.4 Assignment and Subcontracting. City and Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.

8.6 Options upon Breach by Contractor. If Contractor materially breaches any of the terms of this Agreement, City' remedies shall include, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Temporarily withhold payments or suspend performance pending correction of deficiencies by the Contractor, or more severe enforcement action, as warranted.

8.6.3 Retain a different Contractor to complete the work described in Exhibit A not finished by Contractor in which case the City may charge Contractor the difference between the cost to have a different Contractor complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

SECTION 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Contractor's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, drawings, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Contractor hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

9.2 Confidentiality. All information, reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered

hereunder shall be kept confidential by Contractor. Such materials and information shall not, without the prior written permission of City, be used by Contractor for any purpose other than the performance of this Agreement nor shall such information or materials be disclosed publicly. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data. Nothing furnished to Contractor which is generally known, shall be deemed confidential. Contractor shall not use the City's name or logo or photographs pertaining to the Services under this Agreement in any publication without the prior written consent of the City.

9.3 Contractor's Books and Records. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for Services or expenditures and disbursements charged to the City under this Agreement, in accordance with generally accepted accounting principles (GAAP), procedures, and regulations, for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Contractor.

9.4 Inspection and Audit of Records. Any records or documents that Section 9.3 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

9.5 Intellectual Property. The City shall have and retain all right, title and interest, including copyright, patent, trade secret or other proprietary rights in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents and any other works of authorship fixed in any tangible medium or expression, including but not limited to physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Contractor under this Agreement. Contractor further grants to City a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Contractor which is the basis or foundation for any derivative, collective, insurrectional or supplemental work created under this Agreement.

SECTION 10. Program Monitoring and Evaluation.

Contractor shall be monitored and evaluated in terms of its effectiveness and timely compliance with the provisions of this Agreement and the effective and efficient achievement of Program objectives. Contractor shall undertake continuous quantitative and qualitative evaluation of the Scope of Services and populations served, and shall make written monthly reports, to be submitted with each invoice, and a final cumulative report to City as further detailed in Exhibit A. Reports shall be on forms provided by or

approved by the City. Contractor shall submit monthly reports, to be submitted with each invoice, and a final cumulative report, substantiating that the Program is operating in compliance with all the requirements of this Agreement. In the event financial or reporting issues are identified by the City or through a compliance review by the City, Contractor may be required to reimburse the City for funds that were expended on ineligible activities.

SECTION 11. Executive Order 13166 – Limited English Proficiency

The Limited English Proficiency (LEP) Guidelines, based upon Title VI of the Civil Rights Act of 1964 (24 CFR 1.4, Executive Order 13166) requires recipients of federal funding to provide language translation or interpreter services to its clients and potential clients who are limited in English proficiency.

A person with Limited English Proficiency (LEP) is a person who does not speak English as their primary language and who has a limited ability to read, write, speak, or understand English. Affirmative steps must be taken to communicate with people who need services or information in a language other than English. A policy must be developed to serve applicants, participants, and persons eligible for housing assistance and support services.

Contractor must analyze the various kinds of contacts it has with the public to assess language needs and decide what reasonable steps should be taken. In order to determine the level of access needed by LEP persons, the following four factors must be balanced:

1. The number or proportion of LEP persons eligible to be served or likely to be applying for Program services;
2. The frequency with which LEP persons utilize these programs and services;
3. The nature and importance of the Program, activity, or service provided; and
4. The benefits from providing LEP services and the resources available and costs to the Contractor for those services.

Balance these four factors will ensure meaningful access by LEP persons to critical services while not imposing undue burdens on the Contractor. Contractor shall develop and implement a LEP policy consistent with the above guidelines and provide the City with copies of its LEP policy.

SECTION 12. MISCELLANEOUS PROVISIONS.

12.1 Protocols; Incident Response. The Services shall be performed in compliance with all protocols provided to Contractor by the City, or developed pursuant to this Agreement and approved by the City. In addition to all other requirements for the Services contained in Exhibit A, Contractor shall have written plans or protocols and provide employee training for addressing incidents involving violence or threat of

violence; loss, theft or unlawful accessing of confidential information; fraud or waste of Agreement funds; and unethical conduct. Contractor shall report all such incidents to the City within one business day of their occurrence, unless a shorter period is otherwise required by the City.

12.2 Addressing Community Concerns. To the extent permitted by law, Contractor shall notify the City of any material complaints regarding the Services, received orally or in writing, and shall take appropriate steps to acknowledge receipt of any such complaint(s). Contractor shall report all such complaints to the City within one business day of receipt.

12.3 Venue. In the event either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.

12.4 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

12.5 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

12.6 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

12.7 Use of Recycled Products. Contractor shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

12.8 Conflict of Interest. Contractor may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Contractor shall not employ any official of City in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Section 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 the City. If Contractor was an employee, agent, appointee, or official of City in the previous twelve 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, including reimbursement of expenses, and Contractor will be required to reimburse the City for any sums paid to 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.

12.9 Inconsistent Terms. If the terms or provisions of this Agreement conflict with or are inconsistent with any term or provision of any Exhibit attached hereto, then the terms and provisions of this Agreement shall prevail.

12.10 Solicitation. Contractor agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

12.11 Contract Administration. This Agreement shall be administered on behalf of the City by the Office of the City Manager ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

12.12 Notices. Any written notice to Contractor shall be sent to:

Bay Area Community Services (BACS)
390 40th Street
Oakland, CA 94609

Any written notice to City shall be sent to:

Office of the City Manager
City of Antioch
P. O. Box 5007
Antioch, CA 94531-5007


City of Antioch
P. O. Box 5007
Antioch, CA 94531-5007
Attn: City Attorney

12.13 Contractor Representative. Contractor hereby designates Jonathan Russell, Chief Strategy & Impact Officer, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

**SIGNATURE PAGE TO
TRANSITIONAL HOUSING PROGRAM SERVICES AGREEMENT
BETWEEN THE CITY OF ANTIOCH AND
BAY AREA COMMUNITY SERVICES, INC.**

CITY:

CITY OF ANTIOCH

By: 

Cornelius Johnson
~~Interim~~ City Manager

Attest:

 By: 

Elizabeth Householder
City Clerk

CONTRACTOR:

BAY AREA COMMUNITY SERVICES,
INC.

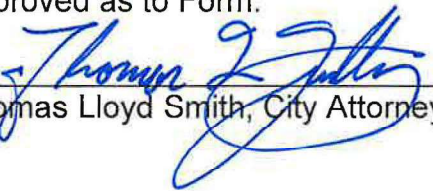
By: 

Jamie Almanza
Corporate Executive Officer (CEO)

By: 

Renee Tripp
Director of Finance & Administration

Approved as to Form:

By: 

Thomas Lloyd Smith, City Attorney

12.14 Integration. This Agreement, including all exhibits and other attachments, represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

[Signatures on following page]

<

**EXHIBIT A
SCOPE OF SERVICES**

Scope of Services - Provider Services Non-Congregate Bridge Housing

The term “Service Provider”, as used in this Scope of Services, shall have the same meaning as “Contractor”. The term “NCBH”, as used in this Scope of Services, shall have the same meaning as “Program”.

A. Overview and Purpose

Bay Area Community Services (BACS) will be responsible for operating a Non-Congregate Bridge Housing (NCBH) program located at the Executive Inn at 515 East 18th Street. The NCBH will provide temporary housing and supportive services to Antioch residents who are experiencing unsheltered homelessness. The goals of the NCBH are to provide participants with a safe place to stay; connect participants with community, mainstream, and personal resources based on individual need; and assist participants in transitioning to more stable or permanent housing. The NCBH Program will be overseen by the City of Antioch, in alignment and coordination with Contra Costa County’s homelessness response system, including Coordinated Entry.

B. Target Population, Referral Process and Program Eligibility

The target population to be served by the NCBH is people experiencing unsheltered homelessness in the City of Antioch – defined as living outdoors, in an encampment, in a vehicle or other places not meant for human habitation.

Participants must be 18 years of age or older or a legally emancipated minor. No children under age 18 may be enrolled in the program. The program may serve households consisting of one or two adults.

The City of Antioch will work collaboratively with BACS and the Contra Costa County Health, Housing and Homelessness Division (H3) to develop a set of criteria and process for referring participants to the NCBH. The City shall have final approval over any referrals.

BACS may establish reasonable program eligibility and screening criteria to ensure safety of program participants but shall not impose unnecessary barriers to entry. BACS must have capacity and expertise to serve households who have significant challenges, including alcohol or substance use issues, mental and physical health challenges, prior involvement with the criminal justice system, or other barriers to securing shelter or housing.

C. Facility Management and Program Operations

The City of Antioch is leasing the Executive Inn from the motel owner as the site for the NCBH. This section describes the respective responsibilities of the motel owner and service provider in relation to facility management and program operations.

Responsibilities of Motel Owner

1. Maintain the building in accordance with all applicable City and State building, health and safety codes
2. Conduct repairs as requested by the City and/or Service Provider (including to the building structure, common areas, and individual rooms)
3. Respond promptly to emergency maintenance requests
4. Provide utilities (including electricity, gas, water, sewer, and trash disposal)
5. Ensure HVAC systems comply with code and are fully functional; repairing as needed
6. Provide pest control services
7. Provide regular landscape maintenance
8. Maintain vending machines and laundry machines
9. Provide linens and towels for each room
10. Wash towels and sheets weekly, provide clean linens to rooms weekly, provide supplies as needed
11. Clean rooms when participants move out
12. Maintain needed monthly subscriptions (e.g., wifi)
13. Provide room furnishings for each room (including bed, side table, desk, chair, lamp, mini-fridge and microwave)
14. Provide parking spaces sufficient for all motel guests, as well as for Service Provider staff
15. Provide Service Provider with:
 - a. 24/7 full access to the building – including 30 rooms, front desk, and the common areas.
 - b. Keys to all rooms
16. Prepare cost estimate and claim to be submitted to City of Antioch for any damage to units, including accounting for costs that will be covered by the owner's insurance.

City Rights Under Lease Terms

1. Permit program participants to:
 - a. Access the site and their room in accordance with access policies established by the Service Provider
 - b. Access common areas of the motel
 - c. Bring pets into the motel (in accordance with policies established by the City and Service Provider)
 - d. Bring possessions into the motel in accordance with policies established by the Service Provider

Responsibilities of BACS

BACS shall have the following responsibilities in relation to operation of the facility and the NCBH program:

1. Operate and manage a NCBH program for up to 45 adults at a time
2. Provide 24/7 onsite staffing to ensure service and supports are available to participants at all hours. Staffing to include a minimum of 7.0 Residential Counselors who will cover evening and night shifts and be available to respond

to safety and security issues. (See Section D for details regarding Supportive Services to be provided).

3. Establish and implement entry/exit protocols for participants; provide services staffing to manage access to the building through the security fencing in accordance with established procedures.
4. Establish and implement a policy regarding guests, including when participants may have guests, how many, etc.
5. Staff front desk, respond to participant questions and concerns, conduct hourly rounds and wellness checks
6. Provide keys to participants, establish and implement policy regarding lost keys
7. Provide participants with any needed toiletries or household items
8. Establish and implement policy relating to participant and staff parking (i.e., any limitations on number of vehicles, whether vehicles must be in working order, etc.)
9. Establish and implement policy re: participant access to laundry facilities; provide needed laundry supplies (detergent, etc.)
10. Establish and implement policy and procedures for participants and program staff to submit maintenance requests to owner or designated vendor
11. Serve as point of contact for participants; receive and triage requests and then relay requests to motel owner or their designated maintenance vendor as needed
12. Establish and implement policy on intake protocols relating to guest possessions (e.g., heat treatment, laundry) and working with participants to address infestations.
13. Establish and implement policy re: participant responsibility for cleaning and maintaining their living space
14. Work collaboratively with the City of Antioch and H3 to establish eligibility criteria, screening protocol, referral process, and policy regarding admission or denial of referrals (including any role for City, CORE or other entities in making admission determinations)
15. Establish and implement policy on participant access to common areas (times, any areas off limits, etc.)
16. Address participants bringing pets into the program by establishing and implementing written policy on pets, including any limits on quantity, size, type of pets and pet behavior.
17. Manage on-site storage of belongings, including in participant rooms and in outside storage container, including establishing policy on amount of belongings, access to storage unit, etc.
18. Provide participants with one meal per day.
19. Identify a point of contact for neighbors and community stakeholders and convene meeting with neighbors and stakeholders as needed to respond to questions and address concerns relating to the NCBH Program.

D. Support Services

BACS will provide supportive services for participants in the NCBH, with a focus on services that promote households obtaining and retaining permanent housing.

1. Provide a minimum of 10.0 FTE direct on-site services staff, including 1.0 Program Supervisor; 2.0 Care Coordinators, and 7.0 Residential Counselors.
2. Directly provide the following on-site services:
 - a. Housing-focused case management – including developing a housing plan, document readiness for housing application process, housing search assistance, linkages to Coordinated Entry and other housing resources available through H3.
 - b. Support with obtaining income, including access to public benefits
 - c. Support with accessing County services and community resources for financial or supportive service assistance.
 - d. Manage pool of flexible funding/rental assistance to help participants secure housing placements upon exit.
3. Provide connections and linkages to:
 - a. Health and behavioral health services
 - b. Substance use recovery support
 - c. Employment and training services
 - d. Transportation assistance
 - e. Veterinary care for participant pets
 - f. Other community-based services as needed by participants
4. Respond to crises and provide de-escalation services; call for emergency support from 911 or other City first responders as needed.
5. Establish and maintain structures for program participants to provide input on program operations, policies, and services, and on quality improvement strategies.
6. Provide strategic guidance to City staff and periodic updates to a successor standing committee to the Transitional Housing Ad Hoc Committee and City Council.
7. Attend public and community meetings as needed.

E. Standards of Care

The Service Provider shall comply with the following general standards for service delivery:

1. Implement Housing First principles and practices, including low barriers to program entry and program rules designed to minimize involuntary client terminations.
2. Offer voluntary services; use motivational interviewing and trauma-informed strategies to engage participants in the services offered through the program.
3. Adopt fair, transparent, and accessible program policies.
4. Offer services that are person-centered and individualized to meet the needs of each client.
5. Support client choice and self-determination.

F. Service and Outcome Objectives

The program shall:

1. Maintain a daily occupancy of no less than 30 and no more than 45 individuals.
2. Serve a minimum of 90 individuals annually.

3. Maintain an average length of stay of 180 days or less.
4. Assist 70% of participants to exit to permanent or stable housing annually.

G. Data Collection and Reporting Requirements

The Service Provider is responsible for:

1. Data entry into the Homeless Management Information System (HMIS) for all participants in the program and for services provided. The Service Provider shall stay up to date on HMIS data quality and other requirements, attend HMIS-related trainings as required by H3 or the City, and adhere to all expectations and requirements outlined in the Contra Costa County Continuum of Care's HMIS Governance Charter and HMIS Policies and Procedures, attached as Attachment 1 to this Exhibit A and incorporated herein by reference.
2. Prepare monthly reports as required by CoA, including reporting on service and outcome measures.
3. Preparing reports as required by any other funders of the NCBH program.

**ATTACHMENT 1 TO EXHIBIT A
CONTRA COSTA COUNTY CONTINUUM OF CARE'S
HMIS GOVERNANCE CHARTER AND HMIS POLICIES AND PROCEDURES**



**CONTRA COSTA COUNTY CONTINUUM OF CARE
HOMELESS MANAGEMENT INFORMATION SYSTEM
(HMIS)**

HMIS GOVERNANCE CHARTER AND HMIS POLICIES & PROCEDURES

Adopted by Contra Costa Council on Homelessness – 05/06/2021

Contra Costa HMIS Project Staff
2400 Bisso Ln., Suite D2
Concord, CA 94520

Revision History

| Date | Author | Description |
|------------|-----------------------|------------------------------------------------------------------------------------------------------------------------------------|
| 03/21/2006 | Evan Smith | Changes to reflect edits made at the 02/2006 COCB HMIS Meeting |
| 04/21/2006 | Evan Smith | Changes to reflect edits made at the 03/2006 COCB HMIS Meeting |
| 05/22/2006 | Evan Smith | Changes to reflect edits made at the 04/2006 COCB HMIS Meeting |
| 06/4/2009 | Kim Baello | Added "24 hours or 1 business day" under 5.3 Policies |
| 12/11/2014 | HMIS Policy Committee | Changes to reflect edits made at 02 – 09/2014 HMIS Policy Committee meetings |
| 6/18/2018 | Kimberly Thai | Name change for County Homeless division, Change of address for County Homeless division, Updated software vendor to Bitfocus Inc. |
| 05/06/2021 | HMIS Policy Committee | Changes to reflect edits approved by the HMIS Policy Committee during 04/2021 meeting |

TABLE OF CONTENTS

| | |
|---------------------------------------------------------------|-----------|
| I. OVERVIEW | 4 |
| A. PURPOSE OF HMIS | 4 |
| B. HMIS OVERSIGHT & SUPPORT | 5 |
| C. HMIS BENEFITS & UTILITY | 5 |
| D. KEY TERMS | 6 |
| II. PART ONE: HMIS GOVERNANCE CHARTER | 7 |
| A. ARTICLE 1: PURPOSE | 7 |
| B. ARTICLE 2: CONTRA COSTA CONTINUUM OF CARE RESPONSIBILITIES | 7 |
| C. ARTICLE 3: DESIGNATIONS | 7 |
| D. ARTICLE 4: RESPONSIBILITIES OF THE HMIS LEAD | 8 |
| E. ARTICLE 5: RESPONSIBILITIES OF THE HMIS POLICY COMMITTEE | 8 |
| F. ARTICLE 6: RESPONSIBILITIES OF PARTNER AGENCIES | 8 |
| III. PART TWO: HMIS POLICIES AND PROCEDURES | 9 |
| A. PURPOSE | 9 |
| B. GOVERNING PRINCIPLES | 9 |
| C. ROLES AND RESPONSIBILITIES | 10 |
| 1. <i>Contra Costa CoC</i> | 10 |
| 2. <i>HMIS Lead Agency</i> | 10 |
| 3. <i>HMIS Policy Committee</i> | 14 |
| 4. <i>Partner Agencies (PA)</i> | 14 |
| D. USE OF HMIS COMPONENT GRANT FUNDS | 16 |
| E. OPERATING POLICIES AND PROCEDURES | 17 |
| 1. <i>HMIS Participation</i> | 17 |
| 2. <i>End User Authorization & Passwords</i> | 18 |
| 3. <i>Collection and Entry of Client Data</i> | 20 |
| 4. <i>Release and Disclosure of Client Data</i> | 22 |
| 5. <i>Client Complaint</i> | 23 |
| 6. <i>Data Quality</i> | 24 |
| 7. <i>Aggregate Data Access</i> | 25 |
| 8. <i>Proprietary Rights & Abuse</i> | 25 |
| 9. <i>Workstation Security</i> | 25 |
| 10. <i>Training</i> | 26 |
| 11. <i>Technical Support</i> | 27 |
| 12. <i>Changes to this and other Documents</i> | 27 |
| IV. APPENDIX A: HMIS DATA SECURITY PLAN | 29 |
| V. APPENDIX B: HMIS DATA QUALITY & MONITORING PLAN | 33 |
| VI. APPENDIX C: HMIS CLIENT DATA & PRIVACY PLAN | 37 |
| VII. APPENDIX D: HMIS PRIVACY NOTICE | 43 |
| VIII. APPENDIX E: SUPPORTING FORMS AND DOCUMENTS | 48 |

I. Overview

This document provides the framework for the ongoing operations of the Contra Costa County Homeless Management Information System (CONTRA COSTA HMIS). The document is organized into two main parts.

Part One contains the *HMIS Governance Charter*, which outlines how HMIS will be managed and the responsible parties. The Governance Charter establishes the relationship between the Contra Costa County Continuum of Care (the Continuum or CoC) and Contra Costa County Health, Housing and Homeless Services division (H3) as both the Collaborative Applicant and the HMIS Lead Agency for the operation and oversight of HMIS.

Part Two consists of the *HMIS Policies and Procedures*, which provide specific policies and steps necessary to control the operational environment and enforce compliance in the areas of:

- HMIS Participation
- User Authorization
- Collection of Client Data
- Release of Client Data
- Server Security and Availability
- Data Quality
- Workstation Security
- Training
- Technical Support

A. Purpose of HMIS

The purpose and mission of the Homeless Management Information System of the Contra Costa County Continuum of Care is to serve as a central database to collect, track, analyze and report uniform client and activity data regarding the provision of shelter, housing, and services to individuals and families experiencing homelessness and at risk of homelessness within the Contra Costa CoC region.

The long-term vision of HMIS is to enhance Partner Agencies' collaboration, service delivery and data collection capabilities. Accurate information will put The Continuum in a better position to request funding from various sources and improve planning efforts for future needs for the Contra Costa homeless system of care through evidence-based decision making.

A fundamental goal of CONTRA COSTA HMIS is to understand the trajectory of how clients are moving through the homeless system of care from access and enrollment to referral and housing. Data regarding clients' trajectory through the system can help identify patterns in utilization of services, effectiveness of services, and inform any gaps or process improvement points in the system. In addition, HMIS also documents the demographics of homelessness in Contra Costa County according to the U.S. Department of Housing and Urban Development (HUD) HMIS Standards. Demographic data is important in identifying the trends in the population of individuals and families experiencing homelessness to ensure individuals of different racial and ethnic backgrounds, age, gender, household size, and other subpopulations have access to and receive services within the CoC in a fair and equitable manner.

Data that is gathered in HMIS will be used to complete required local, state, and federal reporting requirements, including HUD Annual Progress Reports. HMIS data may also be analyzed to provide unduplicated counts and anonymous aggregate data to funders, policy makers, service providers, advocates, and clients and the public upon request.

HMIS utilizes a web-enabled application residing on a central server to facilitate data collection by homeless service organizations across the county. Access to the central server is limited to agencies formally participating in the project and then only to authorized staff members who meet the necessary training and security requirements.

B. HMIS Oversight & Support

The CONTRA COSTA HMIS is staffed and advised by the Contra Costa County Health, Housing, and Homeless Services division (H3), which acts as the HMIS Lead Agency. The HMIS System Administrator is the keeper for all agreements made between Partner Agencies and H3. Bitfocus, Inc. is responsible for the administration of the central server and administration of their software Clarity Human Services. H3 Staff will also provide technology, training and technical assistance to users of the system throughout the county.

The Contra Costa CoC Lead Agency, H3, is also responsible for oversight and direction of the CONTRA COSTA HMIS pursuant to the Contra Costa Council on Homelessness Governance Charter and HMIS Governance Charter.

The HMIS Policy Committee is responsible for oversight and guidance of the CONTRA COSTA HMIS. This group is committed to balancing the interests and needs of all stakeholders involved: individuals and households experiencing homelessness, including all children and adults; service providers; funders; policy makers, and system partners.

C. HMIS Benefits & Utility

Potential benefits for clients, service providers, and the system: Service coordination and delivery can be improved when information is shared among homeless service provider staff within one agency or with staff in other agencies (with client consent) who are serving the same clients.

Potential benefits for agencies and program managers: Aggregate information can be used to develop a more complete understanding of clients' needs and outcomes, and then used to advocate for additional resources, complete grant applications, conduct compliance and performance evaluations of agencies and program services, and/or report to funding agencies such as HUD and the State of California.

Potential benefits for the Continuum of Care and decision makers: County-wide involvement in the project provides the capacity to generate HUD Annual Progress Reports for the CoC, allows access to aggregate information both at the local and regional level that will assist in identification of gaps in services and for continuous quality improvement, as well as the delivery of other service reports used to inform policy and funding decisions aimed at addressing and ending homelessness in the County.

D. Key Terms

- **Client or Consumer**– person or persons experiencing or at-risk of homelessness that engage with the Contra Costa CoC to receive services.
- **Confidential Data** – data that includes personal identifying information (see below)
- **HMIS – Homeless Management Information System** - an internet-based database that is used by homeless service organizations across the Contra Costa CoC to record and store client-level information about the numbers, characteristics, needs, and service utilization of homeless persons and those at-risk of homelessness and must adhere to HUD Technical and Data Standards
- **Personal Identifying Information (PII)** - data that identifies, either directly or indirectly, a specific individual; or can be manipulated by a reasonably foreseeable method to identify a specific individual; or can be linked with other available information to identify a specific individual
- **End User** – a Partner Agency staff member that is permitted to access and enter data into HMIS and must adhere to minimum training and security standards and the HMIS Policies and Procedures
- **HMIS Vendor** – the Contra Costa HMIS Vendor is Bitfocus, the entity that administers the central server of their HMIS software, Clarity Human Services
- **Minimum Data Entry Standards** – a minimum set of questions that must be completed for each client to provide data for use in aggregate analysis
- **HMIS Partner Agency (Partner Agency)** – a homeless service organization that uses HMIS in accordance with the Partner Agency HMIS MOU; the Partner Agency User Agreement and Partner Agency HMIS Administrator Agreement; and the HMIS Policies and Procedures herein
- **Partner Agency HMIS Agency Administrator (Agency Administrator or AA)** – staff at the Partner Agency responsible for serving as a liaison between the HMIS Lead and the Partner Agency. The Agency Administrator is responsible for providing first-tier technical support to End Users and ensuring that HMIS Policies and Procedures are complied with at the agency level.
- **Partner Agency HMIS MOU** - the Memorandum of Understanding Between Contra Costa County Health, Housing, and Homeless Services and a Partner Agency which includes the terms that the Partner Agency must adhere to maintain access and continue to be an active participant in HMIS
- **HMIS System Administrator** – staff at H3 who are responsible for overseeing HMIS users and ensuring compliance with the HMIS Policies and Procedures

II. Part One: HMIS Governance Charter

HMIS Governance Charter

A. Article 1: Purpose

The purpose of the HMIS Governance Charter (Governance Charter) is to establish the governance structure for the operation of Contra Costa HMIS. The Governance Charter articulates the decision-making process and formalizes the roles and responsibilities of the parties and entities involved in the management and operation of HMIS. Any roles and responsibilities identified in this Governance Charter are also subject to any Memorandum of Understanding documents between the either of the parties herein.

B. Article 2: Contra Costa Continuum of Care Responsibilities

The Contra Costa Continuum of Care is a community-based collaborative that oversees homeless system planning and coordination, including HMIS implementation in Contra Costa County. The Continuum includes community members, housing and services providers, a governing body (Council on Homelessness), and an administrative entity and staff (Contra Costa Health, Housing and Homeless Services Division (H3)). H3 acts as the CoC Lead Agency and Collaborative Applicant on behalf of the CoC. The Continuum has the following HMIS-related responsibilities:

HUD Responsibilities:

- **HMIS Lead Agency:** The CoC is responsible for the selection of the HMIS Lead.
- **Designating HMIS:** The CoC is responsible for designating a single information system as the official HMIS software for the geographic area.
- **Reviewing and Approving Policies and Plans:** The CoC is responsible for reviewing, revising, and approving an HMIS privacy plan, security plan, data quality plan, and other policies and plans required by federal regulation.
- **HMIS Participation:** The CoC is responsible for ensuring consistent participation of recipients and subrecipients in the HMIS.
- **HMIS Compliance:** The CoC is responsible for ensuring that the HMIS is administered in compliance with requirements prescribed by HUD.

In addition to the HUD-mandated responsibilities, the CoC Lead is responsible for conducting oversight and monitoring of the HMIS Lead to ensure compliance with HUD HMIS standards and alignment with local needs and CoC goals. For a full description of the roles and responsibilities of the CoC Lead Agency, refer to Section C.1 of the HMIS Policies and Procedures herein.

C. Article 3: Designations

HMIS Software

The CoC designates Clarity Human Services to serve as its HMIS. Clarity Human Services is a software product of Bitfocus, Inc., and will hereafter be referred to as the Clarity System.

HMIS Lead Agency

The CoC designates H3 as the HMIS Lead Agency for the Contra Costa HMIS.

D. Article 4: Responsibilities of the HMIS Lead

H3, as the HMIS Lead Agency, is responsible for the day-to-day management of HMIS, including monitoring Partner Agencies for compliance with HMIS policies and data quality, privacy, and security plans. The HMIS Lead Agency provides technical support and training to ensure compliance with local and federal policies and regulations. In addition, the HMIS Lead agency is responsible for authorizing/completing mandatory reporting to HUD. The HMIS Lead Agency develops plans, policies and procedures on behalf of the CoC, which are reviewed and approved by the CoC Lead, the HMIS Policy Committee, and the Council on Homelessness. For a full description of the roles and responsibilities of the HMIS Lead, refer to Section C.2 of the HMIS Policies and Procedures herein.

E. Article 5: Responsibilities of the HMIS Policy Committee

The HMIS Policy Committee of the CoC is responsible for reviewing and approving HMIS related policies, conducting an annual review of the HMIS Governance Charter in partnership with the HMIS Lead and the CoC Lead, and providing direction and guidance on HMIS policies on an ongoing basis. For a full description of the roles and responsibilities of the HMIS Policy Committee, please see Section C.3 of the HMIS Policies and Procedures herein.

F. Article 6: Responsibilities of Partner Agencies

Partner Agencies are homeless service providers in Contra Costa County that have agreed to be an active contributor to the CONTRA COSTA HMIS. Partner Agencies must sign a Memorandum of Understanding between H3 and the Partner Agency (Partner Agency HMIS MOU). Partner Agencies are responsible for designating a staff person to oversee the HMIS activities of users within the agency and serve as a liaison with the HMIS Lead (hereinafter referred to as the Partner Agency HMIS Agency Administrator or Agency Administrator). Partner Agencies must develop internal policies and procedures to ensure its staff complies with the HMIS policies, procedures, governance charter, or other related HMIS agreements. Partner Agencies must hold client information in HMIS in strict confidence and adhere to all confidentiality policies related to client data. For a full description of the roles and responsibilities of Partner Agencies, please see Section C.4 of the HMIS Policies and Procedures herein.

III. Part Two: HMIS Policies and Procedures

HMIS Policies and Procedures

A. Purpose

The HMIS Policies and Procedures (Policies and Procedures) provides policies, procedures, and guidelines that govern HMIS operations, as well as responsibilities for Partner Agencies and End Users.

B. Governing Principles

Described below are the overall governing principles upon which all other decisions pertaining to the CONTRA COSTA HMIS are based.

Participants are expected to read, understand, and adhere to the spirit of these principles, even when the Policies and Procedures do not provide specific direction.

Confidentiality

The rights and privileges of clients are crucial to the success of HMIS. These policies will ensure clients' privacy without impacting the delivery of services, which are the primary focus of agency programs participating in this project.

Policies regarding client data will be founded on the premise that a client owns his/her own personal information and will provide the necessary safeguards to protect client, agency, and policy-level interests. Collection, access and disclosure of client data through HMIS will only be permitted by the procedures set forth in this document.

Data Integrity

Client data is the most valuable and sensitive asset of the CONTRA COSTA HMIS. These policies will ensure integrity and protect this asset from accidental or intentional unauthorized modification, destruction or disclosure.

System Availability

The availability of a centralized data repository is necessary to achieve countywide aggregation of unduplicated homeless statistics. The System Administrator is responsible for ensuring the broadest deployment and availability for homeless service agencies in Contra Costa County.

Compliance

Compliance with these Policies and Procedures is mandatory for participation in the CONTRA COSTA HMIS system. Violation of the policies and procedures set forth in this document will have serious consequences. Any deliberate or unintentional action resulting in a breach of confidentiality or loss of data integrity will result in the withdrawal of system access for the offending entity. Using the Clarity Human Services software, all changes to client data are recorded and will be periodically and randomly audited for compliance.

C. Roles and Responsibilities

1. *Contra Costa CoC*

H3 as the CoC Lead Agency for the Contra CoC is responsible for:

- **Designations:**
 - Designating the HMIS Lead Agency: The Research, Evaluation, and Data (RED) team at H3 has been designated as the HMIS Lead Agency
 - Designating a single information system as the official HMIS software for the geographic area: Clarity Human Services has been designated as the official HMIS software
- **Governance Charter:**
 - Executing an HMIS governance charter and regularly monitoring compliance with that charter
- **HMIS Policies and Plans:**
 - Reviewing, revising, and approving all HMIS policies, procedures, standards, and governance documents, HMIS privacy plan, security plan, data quality plan, as well as any updates to these policies or plans
 - Along with HMIS Lead Agency, developing and enforcing community level data quality plan and standards
- **HMIS Monitoring:**
 - Ensuring that HMIS is managed and administered in compliance with all applicable regulations, as well as CoC policies, protocols, and goals
 - Ensuring consistent participation in HMIS and promoting participation in non-participating agencies
 - Regularly monitoring agency and program participation and milestones and making reports available to CoC membership (along with HMIS Lead)
 - Authorizing release of aggregate system-wide data on homelessness within the CoC for required reporting or counts (along with the HMIS Lead)
 - Ensuring adherence by agency staff with HMIS data and system security protocols the CoC and HUD HMIS Data and Technical Standards (along with HMIS Lead and Partner Agencies)
- **HMIS Oversight:**
 - Overseeing guardianship of client data by ensuring appropriate policies, procedures, and standards are in place governing access, use and disclosure of records containing protected identifying information
 - Supporting the HMIS Lead in providing regular training to Partner Agencies and End Users. Trainings may include client confidentiality and privacy training, performance measurement training, business practices that support HMIS policies training, and program funding training
 - Supporting the HMIS Lead in ensuring that appropriate agreements are executed and enforced such as Agency Participation agreements, Data Sharing agreements, HMIS End-User agreements, and client consent agreements

2. *HMIS Lead Agency*

H3's Research, Evaluation, and Data (RED) Team as the HMIS Lead Agency is responsible for:

- **HMIS Operation and Maintenance:**
 - Day-to-day operations and maintenance of HMIS

- Ensuring all software and supporting services are updated, patched and otherwise maintained
- Serving as liaison to Clarity Human Services on behalf of the CoC and Partner Agencies
- Overseeing software license administration, including adding and removing Partner Agency HMIS Administrators or End Users
- **End User Training and Support:**
 - Providing initial and on-going HMIS training, support and technical assistance to all Partner Agencies. The Agency shall work with participating agencies serving homeless clients and assist them with the process of entering information into HMIS, and shall strive for real-time, or close to real-time data entry
 - Regularly reviewing HMIS service requests, activities, deliverables, and resolutions
 - Managing and maintaining mechanisms for soliciting, and analyzing feedback from end users program managers, agency executive directors, and individuals experiencing homelessness
- **Monitoring and Reporting:**
 - Regularly monitoring agency and program participation and milestones and making reports available to CoC membership (along with CoC Lead)
 - With cooperation from the Partner Agencies, completing any required aggregate data reporting and extraction on behalf of the CoC, including Annual Performance Reports (APRs), Annual Homeless Assessment Report (AHAR), Longitudinal Systemwide Analysis Report (LSA), and Annual Point-in-Time Counts (PIT)
- **Compliance and Enforcement of HMIS Policies and Plans and MOU:**
 - Ensuring that all Partner Agencies comply with standards provided in this Policies and Procedures document, including those specifically provided in the Privacy, Security & Data Quality Plans by working with Partner Agency HMIS Administrators to ensure adherence by agency staff
 - Taking appropriate measures as a result of noncompliance by Partner Agency of these HMIS Policies and Procedures or the Memorandum of Understanding between H3 and Partner Agency, such as implementing a progressive corrective action plan or suspending Partner Agency's access to HMIS until issue has been resolved
- **Security:**
 - In addition to any duties and responsibilities included in the HMIS Security Plan, the HMIS Lead Agency shall be responsible for making all reasonable efforts to maintain and secure client records, HMIS, and supporting services.
 - **User Credentials:** The HMIS Lead Agency shall assign and maintain user identification and passwords for all HMIS users and monitor and log use of anyone accessing client data.
 - **Network Security:** The HMIS Lead Agency shall take all reasonable efforts to ensure the security and integrity of the client database, including implementation and maintenance of appropriate firewalls, intrusion prevention systems (IPS), and other security measures as required in order to ensure the integrity of HMIS, including mobile security measures. The HMIS Lead Agency shall conduct regular audits of HMIS security and report any significant vulnerabilities to the CoC.
- **Data Quality:**
 - In addition to any duties and responsibilities included in the HMIS Data Quality Plan, the HMIS Lead will be responsible for making all reasonable efforts to ensure the highest level of data quality possible, including developing and enforcing data quality plans and policies.
 - **Universal Data Elements:** The HMIS Lead shall ensure the HMIS is capable of managing the collection of each data variable and corresponding response category for each of the Universal Data Elements outlined in the HUD HMIS data and Technical Standards.
 - **Program-Specific Data Elements:** The HMIS Lead shall ensure the HMIS is capable of managing the collection of each data variable and corresponding response category for each of the Program-specific data elements as outlined in the HMIS Data and Technical Standards.

- **Unduplicated Client Records:** The HMIS Lead shall ensure HMIS is capable of generating a summary of the number of unduplicated client records entered into HMIS.
- **Program Entry and Exit Dates:** The HMIS Lead shall be responsible for ensuring the accurate entry of program entry and exit dates. Program entry and exit dates should be recorded upon any program entry or exit on all participants. Entry dates should reflect the first day of service in the program. Exit dates should reflect the last day of residence, or for non-residential programs, the last day a service was provided.
- **Data Quality Reports:**
 - HMIS Lead Agency supports Partner Agency Administrators to regularly run data quality reports that indicate levels of data entry completion, consistency with program model, and timeliness as compared to the community data quality standards.
 - The HMIS Lead Agency provides technical assistance and training in response to data quality reports.
 - The HMIS Lead Agency may disseminate these data quality reports to the Council on Homelessness or HMIS Policy Committee for community planning and improvements
- **HMIS Participation:**
 - The HMIS Lead maintains documentation of the number of participating agencies using HMIS, regularly reviews and monitors HMIS coverage rates of the CoC, and engages with non-participating agencies to address barriers to participating
 - The HMIS Lead Agency provides reports of participating agencies at least annually to the HMIS Policy Committee
 - The HMIS Lead Agency ensures that appropriate agreements are executed and enforced such as Agency Participation agreements, Data Sharing agreements, HMIS End-User agreements, and client consent agreements

| RED Team Roles and Responsibilities | |
|-------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Role | Responsibilities |
| Research and Evaluation Manager | <ul style="list-style-type: none"> ● Oversees HMIS development, processes, and deliverables ● Conducts system level and program level data analysis and evaluation activities to determine impacts and inform effective practices ● Develops plans for improvement related to data collection, data analysis, and system/program evaluations ● Develops outcomes and indicators that will be used to monitor program performance. ● Prepares analytic and statistical reports on operations and activities of the homeless continuum of care ● Plans, prioritizes, assigns, supervises, and reviews the work of staff responsible for developing and implementing program applications, program deliverables and/or health assessments ● Monitors performance and compliance with applicable specifications, rules, regulations and laws related to research projects; and ensures quality and timeliness of work performed ● Oversees and supports data collection practices and privacy and confidentiality across the CoC program |
| Planner/Evaluator II | <ul style="list-style-type: none"> ● Gathers, tabulates and analyzes HMIS data relative to client demographics, service provisions, and system effectiveness ● Conducts complex research and evaluation program studies that may have department-wide/system-wide implications ● Helps determine the type of evaluation needed or desired and employs the appropriate research design |

| | |
|------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | <ul style="list-style-type: none"> • Conducts outcome evaluations to measure client changes and process evaluations and/or management audits of issues involving policies, procedures, work-flow and regulatory compliance • Develops and revises forms and questionnaires for gathering data and chooses statistical method for displaying results • Reviews collected data, interprets findings and makes conclusions and recommendations based thereon • Assess resources available to address and identify problems and barriers to achieving objectives |
| HMIS System Administrator | <ul style="list-style-type: none"> • Facilitates strategic planning around the HMIS. Determine rollout strategy and prioritization among agencies within continuum • Establishes policy and procedures around data use and data dissemination and reviews these policies and procedures annually • Reviews and monitors adherence to established policies and ensure security, confidentiality and quality of information within or exported system • Manages the ongoing implementation and usage of the HMIS system on behalf of the Continuum of Care • Coordinates training and ongoing support with each agency, to ensure users are properly trained. Perform data analysis and reporting as required by each agency. • Resolves local technical issues within the continuum and facilitate problem resolution with any agency experiencing difficulties with software or system • Serves as single point of contact between the Continuum of Care and the HMIS vendor • Oversees submission of HMIS federal reports (PIT, HIC, SPM, LSA) • Create user manuals, technical documentation, and data collection and migration tools • Responsible for recordkeeping of Partner Agency HMIS MOUs and data sharing agreements |
| HMIS Data Analysts | <ul style="list-style-type: none"> • Generates and build reports and dashboards using HMIS reporting tools. Use statistical methods to analyze HMIS program-level and system wide data to track client and service outcomes • Identify and recommend new ways to streamline program operations and processes using data • Work with partner agencies to outline specific data needs and translate to useful reports • Provide administrative support to the Homeless Program office including drafting user manuals, creating forms, and generating reports as needed • Oversees HMIS user licenses |
| HMIS Quality Assurance (QA) and Training Coordinator | <ul style="list-style-type: none"> • Runs and reconciles reports to ensure system data quality and timeliness. Create quality assurance procedures and generate reports as needed • Provides and/or coordinate trainings to support the quality and accessibility of the HMIS system • Provides 1st tier HMIS troubleshooting and technical support to program staff. • Facilitates technical assistance forums with agency administrators on HMIS operations and policy development • Oversees program compliance to HMIS policies and procedures and HUD Data Standards |
| HMIS Data Clerk | <ul style="list-style-type: none"> • Enters and updates client data in the HMIS • Runs and reconciles reports to ensure system data quality and timeliness • Documentation in case records and files to ensure the written record of work performed, including completion of information entered into the database. |

- | | |
|--|--------------------------------------------------------------------------------------------------------------------------------------------------|
| | <ul style="list-style-type: none"> • Collaborates with Program Evaluator to analyze data, write reports, and develop infographics |
|--|--------------------------------------------------------------------------------------------------------------------------------------------------|

3. *HMIS Policy Committee*

The HMIS Policy Committee is responsible for:

- **HMIS Policy Making:**
 - Reviewing, and approving all policies and procedures related to the operation of the HMIS as required by federal regulation, including but not limited to the HMIS Policies and Procedures, the Partner Agency Memorandum of Understanding, the HMIS Client Data & Privacy Plan, the HMIS Data Security Plan, and the HMIS Data Quality Plan.
- **Annual Review of this Governance Charter, Policies and Procedures:**
 - Reviewing HMIS Policies and Procedures and Governance Charter in consultation with the CoC Lead Agency and the HMIS Lead Agency, and updating these documents as necessary to comply with Section 578.7(b) of the McKinney-Vento Act.
- **HMIS Oversight:**
 - Providing project direction and guidance, ensuring that HMIS is administered in compliance with HUD requirements. In addition, the HMIS Policy Committee is responsible for overseeing the following HMIS topic areas:
 - Technology Plan
 - Selection of system software
 - Approval of project forms and documentation
 - Project participation and feedback
 - Project Funding

4. *Partner Agencies (PA)*

Partner Agencies are responsible for:

- **Adherence with all HMIS Policies and Procedure and Related Agreements**
 - Adhering with all policies and procedures documented in the HMIS Policies and Procedures herein
 - Enforcing HMIS Policies and Procedures through agency level policies and procedures.
 - Signing and complying with all terms provided in the Partner Agency HMIS MOU, the Partner Agency User Agreement, Partner Agency HMIS Administrator Agreement, and any applicable HMIS forms and documents
- **Client Data and Confidentiality**
 - Abiding by all federal and state laws and regulations and with all HMIS Policies and Procedures relating to the collection, storage, retrieval, and dissemination of client information
 - Collecting and maintaining records of all required Standardized Client Informed Consent & Release of Information Authorization forms in accordance with the IIMIS Policies and Procedures herein
- **Network Operations**
 - Notifying the HMIS Lead Agency HMIS System Administrator promptly of any difficulty with system software, access to database, or related problems; at no time will the Partner Agency contact the software vendor directly
 - Maintaining their agency internet connectivity and computer equipment in such a manner as not to disrupt continuity of project participation
- **Data Entry and Quality**
 - Collecting all mandatory data elements and striving to collect maximum data elements for consenting clients

- Entering or transferring data into the system as provided in the HMIS Data Quality and Monitoring Plan
- Assuring the accuracy of information entered into the system. Any information updates, errors, or inaccuracies that come to the attention of the Partner Agency will be corrected by the Partner Agency. If necessary, the HMIS Lead Agency must be notified of any corrections that cannot be made by the Partner Agency.
- Monitoring data quality through regular data quality reports that indicate levels of data entry completion, consistency with program model, and timeliness as compared to the community data quality standards
- Developing program specific interview guidelines that include the Standardized Intake Form, the Standardized Client Informed Consent & Release of Information Authorization form and Standardized HMIS Privacy Notice and any additional elements the agency wishes to collect
- Partner Agency Executive Director accepts responsibility for all records entered by their agency
- Ensuring that Partner Agency personnel do not knowingly enter erroneous information into the HMIS and conducting regular audits to ensure compliance with this requirement
- Not altering or amending information in the database that is entered by another Partner Agency
- **Security**
 - Limiting HMIS access to authorized users and following all protocols for monitoring those users and prohibiting shared passwords and accounts.
 - Providing the HMIS Lead Agency with the names of all staff members who have access to the HMIS (End Users) and certifying that such End Users are trained to have access to this information according to the provisions of this HMIS Policies and Procedures and the Partner Agency HMIS MOU. The HMIS Lead Agency may deny access to the system for the purpose of investigation of any suspicion of breached confidentiality.
 - Designating one person to act as the Partner Agency HMIS Agency Administrator (Agency Administrator) for the purpose of managing all communications with the HMIS Lead Agency. The Partner Agency will provide the HMIS Lead Agency with the name and title of the staff member designated.
 - Agency Administrator will ensure that all staff issued a User ID and Password to enter the system sign and abide by Partner Agency User Agreement and complete required confidentiality training.
 - Maintaining records of all Partner Agency User Agreements signed by staff, volunteers and other persons issued a User ID and Password.
 - Not transmitting security information and network policies to non-members of the HMIS in any manner.
 - Developing an internal process for the violation of any of the HMIS information security protocols.
 - Maintaining up-to-date virus and firewall protection at each workstation operating HMIS.
- **Training**
 - Ensuring all agency End Users are properly trained and authorized to use the system in accordance with the HMIS Policies and Procedures.
 - Ensuring that Agency Administrator regularly attends the HMIS Lead Agency monthly HMIS Policy Committee meetings, along with periodic update trainings and stay current with the HMIS Policies and Procedures.
 - Assigned Agency Administrator holds responsibility to communicate any updated HMIS information to all staff and volunteer HMIS End Users at his/her Partner Agency.
- **HMIS User License Fees and Module Costs**
 - Covering all applicable fees associated with user licenses being utilized by Partner Agency. User license fees will be invoiced by HMIS Lead Agency based on the current pricing, as provided by Bitfocus. License fees are established by Bitfocus once annually.
 - Covering the cost of additional HMIS modules requested by Partner Agency specific to Agency needs.

| Partner Agency Organization Roles and Responsibilities | |
|--------------------------------------------------------|------------------|
| Roles | Responsibilities |

| | |
|-----------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Partner Agency Executive Director | <ul style="list-style-type: none"> • Act as authorizing agent for the Partner Agency HMIS MOU • Designation of Agency Administrator • Agency compliance with HMIS Policies and Procedures • Agency level HUD reporting |
| Partner Agency HMIS Agency Administrator (Agency Administrator or AA) | <ul style="list-style-type: none"> • Authorizing agent for Partner Agency User Agreements • Keeper of Partner Agency User Agreements • Keeper of executed Client Informed Consent forms • End user licenses • Authorizing agent for user ID requests • Ensure staff workstations are compliant with HMIS Policies and Procedures and HUD requirements • End user adherence to workstation security policies • Ensure sufficient internet connectivity and security • Detecting and responding to violations of the HMIS Policies and Procedures • Provide first-level End User support • Maintain Agency/Program Data in HMIS Application • Data quality monitoring, including running regular data quality reports • Quality assurance • Provide ongoing training to End Users |
| Agency Staff (End User) | <ul style="list-style-type: none"> • Safeguard client privacy through compliance with confidentiality policies • Data collection, data entry, and development of dashboards and reports as specified by training and other documentation. |

D. Use of HMIS Component Grant Funds

The HMIS Lead Agency is the only entity eligible to use grant funds for an HMIS component, and funded activities must comply with HUD HMIS requirements. The HMIS Lead Agency has the following specific reporting requirements:

- **Annual Performance Reports:** The Agency shall ensure the HMIS is capable of generating a consistently reliable Annual Performance Report (APR) for all relevant projects with sufficient data stored in HMIS in compliance with the latest HUD guidance.
- **Annual Longitudinal Systemwide Analysis Reports:** The Agency shall prepare and submit Annual Longitudinal Systemwide Analysis Reports (I.SA) to HUD.
- **CoC Competition Community Application:** The Agency shall provide all necessary support required for the CoC to fully and accurately complete the community application portion of the HUD McKinney-Vento Continuum of Care competition.
- **High-Performing Communities Application:** The Agency shall at the CoC's request provide all necessary data and support required to support the collaborative applicant's application for designation as a High Performing Community under Section 424 of the McKinney-Vento Act.
- **System Performance Measures:** The Agency shall prepare and submit the annual System Performance Measures (SPM) to HUD.
- **Housing Inventory Count (HIC) and Point In Time (PIT):** The Agency shall prepare and submit the Housing Inventory Count (HIC) and the Point In Time (PIT) annually or as required by HUD.

E. Operating Policies and Procedures

1. *HMIS Participation*

Policies

- Agencies participating in the CONTRA COSTA HMIS must abide by the governing principles of the CONTRA COSTA HMIS, the HMIS Policies and Procedures herein, and adhere to the terms and conditions of the Partner Agency HMIS MOU.
- If applicable, Partner Agency shall pay a participation fee charged by the HMIS Lead Agency as specified in Partner Agency HMIS MOU.

Procedures

a) Confirm Participation

1. In order to become a Partner Agency, the agency shall complete the Contra Costa HMIS Application Form, which will be reviewed by the HMIS Lead and CoC Lead. If the application is accepted, Partner Agency will need to execute a Partner Agency HMIS MOU and an Agency Administrator Agreement.
2. The Partner Agency shall confirm their participation in the CONTRA COSTA HMIS by submitting a signed Partner Agency HMIS MOU to the HMIS System Administrator.
3. The HMIS System Administrator will obtain the co-signature of H3 Division Director.
4. The HMIS System Administrator will maintain a file of all signed MOUs.
5. The H3 System Administrator will update the list of all Partner Agencies and make it available to the project community. The list of Partner Agencies that participate in HMIS is included in Attachment A of the Client Informed Consent & Release of Authorization, which can be found at <https://cchealth.org/h3/coc/partners.php#HMIS>.

b) Voluntary Termination

1. If a Partner Agency no longer wants to participate in HMIS, the Partner Agency shall inform the HMIS System Administrator in writing of its intention to terminate its agreement to participate in CONTRA COSTA HMIS.
2. The HMIS System Administrator will provide a 30-Day Notice and inform the CoC Lead Agency, the HMIS Policy Committee, and as necessary, Council on Homelessness.
3. The HMIS System Administrator will revoke access of the Partner Agency End Users to the CONTRA COSTA HMIS. Note: All Partner Agency-specific information contained in the HMIS system will remain in the HMIS system upon termination.
4. The HMIS System Administrator will keep all termination records on file with the associated Memorandums of Understanding.
5. Any fees paid for participation in the CONTRA COSTA HMIS will not be refunded.
6. The Partner Agency understands and accepts any ramifications of not participating in the CONTRA COSTA HMIS.

c) Lack of Compliance and Involuntary Termination

1. When the HMIS System Administrator determines that a Partner Agency has failed to comply with the HMIS Policies and Procedures herein or is otherwise in violation of the terms of the partnership as specified in the Partner Agency HMIS MOU, the HMIS Lead Agency will notify the Partner Agency Executive Director and the Agency Administrator to resolve the conflict(s).
2. The HMIS Lead Agency may implement a Corrective Action Plan with the Partner Agency which may include additional training, reporting, and ongoing monitoring requirements until

the issues have been resolved. However, if offense is severe enough, the HMIS Lead Agency may terminate the Partner Agency's access immediately.

3. If the Partner Agency does not follow the Corrective Action Plan, the HMIS Lead Agency may terminate Partner Agency's participation in HMIS.
 - i. The Partner Agency will be notified in writing of the intention to terminate their participation in the CONTRA COSTA HMIS.
 - ii. The HMIS System Administrator will revoke access of the Partner Agency staff to the CONTRA COSTA HMIS.
 - iii. The HMIS System Administrator will keep all termination records on file with the associated Memorandums of Understanding.

d) List of Partner Agency Primary Contacts

1. The Partner Agency shall designate a primary contact for communications regarding the CONTRA COSTA HMIS by submitting a Partner Agency HMIS Administrator Agreement to the HMIS System Administrator.
2. The HMIS System Administrator will maintain a file of all signed Partner Agency HMIS Administrator Agreements and verify the designated Agency Administrator annually.
3. The HMIS System Administrator will maintain a list of all assigned Agency Administrators and make it available to the HMIS Lead project staff.
4. The Partner Agency may designate a new or replacement primary contact in the same manner as above.

e) Site Security Assessment

1. Prior to allowing access to the CONTRA COSTA HMIS, the Partner Agency Executive Director (or designee), Agency Administrator, and the HMIS System Administrator will review and assess the security measures and protocols in place to protect client data. This review shall in no way reduce the responsibility of Partner Agency's information security, which is the full and complete responsibility of the agency, its Executive Director, and Agency Administrator.
2. Partner Agencies shall have the latest version of virus protection software on all computers that access HMIS and comply with Section 9 Workstation Security below.

| |
|--------------------------------------------------|
| 2. End User Authorization & Passwords |
|--------------------------------------------------|

Policies

- Agency Staff participating in the CONTRA COSTA HMIS shall abide by the governing principles of the CONTRA COSTA HMIS, the HMIS Policies and Procedures herein, and adhere to the terms and conditions of the Partner Agency User Agreement.
- End User Licenses
 - The Agency Administrator is the only Partner Agency staff member that is authorized to request licenses on behalf of End Users.
 - The Agency Administrator must only request user access to HMIS for those staff members that require access to perform their job duties (End Users).
 - All End Users must have their own unique user ID and must never use or allow use of a User ID that is not assigned to them (see Partner Agency User Agreement).
- Passwords
 - Temporary, first time only, passwords will be communicated via email to the owner of the User ID.
 - User specified passwords must never be shared and should never be communicated in any format.
 - Written information pertaining to user access (e.g., username and password) may not be stored or displayed in any publicly accessible location.

- New User IDs must require password change on first use.
- Passwords must consist of at least 8 characters and must contain a combination of lowercase letters, uppercase letters, numbers, and symbols [required by software].
 - According to the HUD Data and Technical Standards Final Notice (July 2004): “User authentication. Baseline Requirement. A CHO must secure HMIS systems with, at a minimum, a user authentication system consisting of a username and password. Passwords must be at least eight characters long and meet reasonable industry standard requirements.”
 - Passwords must not use or include the username, the HMIS name, or the HMIS vendor’s name.
 - Passwords must not consist entirely of any word found in the common dictionary or any of the above spelled backwards.
- Passwords must be changed every 180 days. Once 180 days has passed, End Users will be prompted to change their passwords at their next log-in.
- After four consecutive unsuccessful attempts to login, the account will be locked for three hours. If the End User cannot wait three hours, they may contact the HMIS Lead Agency to gain access sooner.

Procedures

a) Workstation Security Assessment

1. Prior to requesting user access for any staff member, the Agency Administrator will assess the operational security of the user’s workspace to ensure compliance with Section 9 Workstation Security below.
2. The Agency Administrator will confirm that workstation has up to date virus and firewall protection properly installed and that a full-system scan has been performed within the last week.

b) Request New User ID

1. When the Agency Administrator identifies a staff member that requires access to CONTRA COSTA HMIS, the Agency Administrator must notify the RED Team by emailing H3REDteam@cchealth.org with the following information: name of staff person, position, start date, and email address. The RED Team will provide new user training to the prospective end user. Training and any associated coursework must be completed prior to receiving an end user license.
2. At the time of the training, the prospective end user must read and sign the Partner Agency User Agreement and return it to the Agency Administrator.
3. The HMIS System Administrator will create the new User ID as specified and notify the User ID owner of the temporary password via email.

c) Change User Access

1. When the HMIS System Administrator determines that it is necessary to change a user’s access level, they will update the User ID as needed.

d) Reset Password

1. When a user forgets their password, they may use the “Forgot Password” link provided in the login screen. Instructions are then emailed to the email address on file. Users should ensure that their email address in Clarity is kept up to date.
2. After four consecutive unsuccessful attempts to login, the account will be locked for three hours. If the End User cannot wait three hours, they may contact the HMIS Lead Agency at H3redteam@cchealth.org to gain access sooner.
3. If a user has reason to believe that someone else has gained access to their password, they must immediately reset their password in Clarity or notify their Agency Administrator.

e) **Termination of User Access**

1. If an End User no longer requires access to HMIS, for example if the user leaves the agency or otherwise becomes inactive, their HMIS license must be de-activated.
2. The Partner Agency must notify the HMIS System Administrator within three (3) days after an End User is no longer employed at the agency or no longer needs access to HMIS. The Partner Agency shall provide the name of the staff member and the date of departure or date of deactivation of their HMIS license.
3. The HMIS System Administrator will revoke access of the specified End Users to the CONTRA COSTA HMIS.

f) **Lack of Compliance and Involuntary Termination**

1. Partner Agencies must develop and implement internal policies and procedures to monitor its End User's compliance with the HMIS Policies and Procedures herein or the terms of the Partner Agency User Agreement. The Partner Agency's internal policies should include disciplinary actions for lack of compliance with these documents.
2. The actions of the End Users are ultimately the responsibility of the Partner Agency. If an End User has been found to be noncompliant with any of the policies and procedures, Agency Administrators shall take corrective action steps with the End User. The HMIS Lead Agency may be available for guidance and support as needed.
3. If the End User continues to be out of compliance, the HMIS System Administrator must deactivate the staff User IDs.
4. End Users will be immediately terminated if they have breached confidentiality of information in CONTRA COSTA HMIS.

| |
|------------------------------------------------------|
| 3. <i>Collection and Entry of Client Data</i> |
|------------------------------------------------------|

Policies

- Client Data must be gathered according to the policies, procedures and confidentiality rules meeting the minimum threshold of HUD data standards and the CoC's HMIS data standards.
- Client Data will only be shared with Partner Agencies if the Client provides verbal or written consent (see Procedures below).
- Client Data will be entered into the HMIS in a timely and accurate manner in compliance with the guidelines set in the HMIS Data Quality Plan.
- Hardcopy or electronic files will continue to be maintained according to individual program requirements.
- Data imports require authorization from both the CoC and HMIS Lead as they may impact data integrity and increase the likelihood of duplication of client files in the system.
- Any authorized data imports will be the responsibility of the Partner Agency.
- Partner Agencies are responsible for the accuracy, integrity, and security of all data input by said agency. The HMIS Lead Agency will periodically monitor for Partner Agencies data quality compliance.
- **Note that services may NOT be denied if Client refuses to sign the ROI or declines to state any information.** Partner Agencies shall not require or imply that services must be contingent upon a Client's participation in HMIS. Services should be provided to a Client regardless of HMIS participation, provided the Client would otherwise be eligible for services.
- **Domestic Violence Dedicated Programs**
 - Victim Service Providers (VSPs) whose primary purpose is to serve victims of domestic violence, are prohibited from participating in HMIS by the Violence Against Women Act (VAWA) and HUD. In addition, providers who receive funding (either through a direct grant or subgrant) from the Family Violence Prevention and Services Act, Office for Victims of Crime, Office on Violence Against Women, and Specialized Housing and Services for

Victims of Human Trafficking are prohibited from entering client PII into HMIS. These agencies are required to use a comparable database and are responsible for meeting the requirements of the comparable database.

- **Non-Homelessness Data**
 - The data inputted and stored in HMIS shall align with the purpose of CONTRA COSTA HMIS, which is to serve as a central database to collect, track, analyze and report uniform client and activity data related to the provision of shelter, housing, and services to individuals and families experiencing homelessness and at risk of homelessness within the Contra Costa CoC region. Data that does not align with or serve this purpose shall not be inputted in HMIS.

Procedures

a) **Obtaining Informed Consent & Release of Information (ROI)**

1. Client consent to share their data within HMIS must constitute INFORMED consent. The burden rests with the intake counselor to inform the Client before asking for consent.
2. Partner Agencies must explain the contents of the Client Informed Consent & Release of Information Authorization (ROI) and the Contra Costa County's Continuum of Care HMIS Privacy Notice (HMIS Privacy Notice) to the Client prior to entering client information into HMIS. During this explanation, Partner Agencies should summarize the following information:
 - a. ***What HMIS is*** - an internet-based database that is used by homeless service organizations across the Contra Costa CoC to record and store client-level information
 - b. ***Why the Partner Agency Uses it***
 - i. Efficiently coordinate the most effective services and resources for Clients
 - ii. Better understanding homelessness in the community
 - iii. Assess the types of resources needed in the local area
 - iv. Track whether needs are being met in the community
 - c. ***Security***
 - i. Only specific staff who have signed an agreement to maintain the security and privacy of your information and participate in training courses can access HMIS.
 - ii. HMIS is protected by passwords and encryption technology.
 - iii. HMIS must adhere to HUD Technical and Data Standards and other local, state and federal privacy laws
 - d. ***How their PPI may be shared and disclosed***
 - i. Coordinate services with other providers in the CoC
 - ii. Creating aggregated de-identified data to a third party like HUD
 - iii. Cooperate with law enforcement for a legitimate law enforcement purpose based on valid warrant or subpoena
 - iv. Full list of permissible disclosures is available in the HMIS Privacy Notice
 - e. ***Clients Rights***
 - i. No client information will be released to another agency without written or verbal consent from the Client. However, aggregate system wide data that does not contain any client specific identifying data may be shared with internal and external agents without specific permission.
 - ii. Client has the right to not answer questions, unless admission to the program requires it.
 - iii. Client has right to access their record.
 - iv. Clients can't be refused services if consent is not provided.
 - v. Clients can revoke consent at a later date.
 - f. ***Benefits for Clients***
 - i. Clients will not have to repeat their story to multiple agencies

- ii. Case managers can use information in HMIS to link Client to appropriate resources in the community
 3. The Client may sign a hard copy or electronic copy (on-screen signature) of the ROI. Once the client signs the ROI, the Partner Agency must document the ROI in the client's HMIS record.
 - a. All written consent forms must be stored in a client's case management file for record-keeping and auditing purposes. The Partner Agency may store the hard copy in their internal files, but must provide the address of the hard copy file in the client's HMIS record; or
 - b. The Partner Agency may scan and upload the hard copy or upload the electronic signed copy to the client's HMIS record.
 4. Partner Agencies must ensure that hard copy ROIs are stored in a location that is locked and not accessible to the general public.
 5. The ROI is valid for ten (10) years. When the ROI expires after 10 years and the client's data is still active in HMIS, then Partner Agencies must obtain a new signed ROI from the client.
- b) **Obtaining Verbal Consent**
 1. A signed written ROI is the preferred method of obtaining client informed consent; however, verbal consent is permitted under the following circumstances:
 - a. Client's verbal consent is obtained through one-door registration, 211, or another hotline or dispatch call-center.
 - b. If verbal consent is obtained, Partner Agencies must make reasonable attempts to collect written consent upon Client's arrival into the program or through subsequent meetings with the client.
 2. **Exception:** Phone registration and dispatch programs may enter client information without consent but must lock the record in HMIS. Upon client's arrival into the program, written consent must be obtained in order to unlock their record.
- c) **Consent for Minor Children**
 1. Partner Agencies must obtain consent to input a minor's data into HMIS from the minor's parent or legal guardian.
 2. The minor's consent must be documented on the head of household's ROI.
- d) **Client Refuses to Consent**
 1. Clients cannot be refused services solely based on their refusal to participate in HMIS.
 2. If the Client refuses to provide verbal or written consent, the Partner Agency must not share the Client's PII with any other partner agencies. Partner Agencies must lock the Client's HMIS record. The steps on how to lock a Client's record is provided during End User Training. Within 6 months of the Client's initial refusal, Partner Agencies should make one additional attempt to confirm whether the Client wishes to sign an ROI.

4. Release and Disclosure of Client Data

Policies

- The HMIS Lead Agency shall ensure compliance with relevant federal and state confidentiality regulations and laws that protect client records. The Agency shall only release client records with the consent of the client, unless otherwise provided for by law.
- Substance Abuse Records: The HMIS Lead Agency shall abide specially by federal confidentiality regulations as contained in the Code of Federal Regulations, 42 CFR Part 2 regarding disclosure of alcohol and/or drug abuse records unless disclosure is expressly permitted by informed written consent of the person whom it pertains to or as otherwise permitted by 42 CFR Part 2. A general authorization for the release of medical or other information is not sufficient for this purpose. The HMIS Lead Agency understands that federal rules restrict use of the information to criminally investigate any alcohol or drug abuse patients.

- Sharing of client data may be limited by program specific confidentiality rules.
- No client-specific data will be released or shared outside of the partner agencies unless the client gives specific written permission or unless withholding that information would be illegal or otherwise permitted under the Privacy Notice.
- Client shall be given a printout of all data relating to them upon written request and five (5) working days.
- A report of data sharing events, including dates, agencies, persons, and other details, must be made available to the client upon written request and within five (5) days or according to agency policy.
- A log of all external releases or disclosures must be maintained for seven (7) years and made available to the client upon written request and within five (5) days or according to agency policy.
- Aggregate system wide data that does not contain any client specific identifying data may be shared with internal and external agents without specific permission. This policy should be made clear to clients as part of the Informed Consent procedure (see Section 3).
- Each Partner Agency Executive Director is responsible for their agency's internal compliance with the 2004 HUD Data and Technical Standards. Agency Administrators and End Users must safeguard and maintain strict confidence over information in CONTRA COSTA HMIS.

Procedures

a) HMIS Privacy Notice

1. Partner Agencies must post the HMIS Privacy Notice (available in both English and Spanish) at their facility in a place conspicuous and accessible to clients.
2. Prior to asking the Client to review and sign the ROI, Partner Agency staff must review the HMIS Privacy Notice with the Client (see Section 3).
3. Partner Agencies must provide a copy of the HMIS Privacy Notice to the Client upon request.

b) Client Revocation of Consent

1. A Client may revoke consent for data sharing at any time. When Client makes such request, the Partner Agency staff should provide the [HMIS Client Revocation Form](#) to the Client. The Partner Agency staff shall complete the bottom of the HMIS Client Revocation Form with the HMIS Client Unique ID and forward the form securely to the RED Team.
2. Partner Agency staff shall inform the Client that only information going forward will not be shared. PII that the Client previously authorized to be shared cannot entirely be removed from the HMIS database and will remain accessible to the limited number of organizations that provided the Client with direct services.

5. Client Complaint

Policies

- Clients will file complaints with Partner Agencies. Partner Agencies must have written complaint procedures that can be provided to client upon request. Any unresolved complaints may be escalated to the CoC Lead Agency according to the CoC Complaint Process. For HMIS matters, the CoC Lead Agency may work with the HMIS Lead Agency to resolve the complaint.
- Partner Agencies complaint procedures must follow the guidelines and requirements under the CoC Complaint Process.

Procedures

a) Partner Agency Complaint Process

1. Clients will submit a complaint directly to Partner Agencies with which they have a complaint in accordance with the Partner Agency's internal complaint policies and procedures.

2. Upon client request, Partner Agencies must provide a copy of their complaint procedure and the HMIS Policies and Procedures along with the Contra Costa Continuum of Care Complaint Form (CoC Complaint Form). Partner Agencies shall explain that the CoC Complaint Form should be used only if the matter cannot be resolved by the Partner Agency's internal complaint procedure or if the Client believes that filing a complaint through the Partner Agency is inappropriate.
3. The Partner Agency will be responsible to answer any questions and complaints regarding the HMIS. A record of all complaints and any attempts made to resolve the issue must be kept in file for two (2) years. If the complaint is resolved, Partner Agencies will include the date and a brief description of the resolution.

b) CoC Complaint Process

1. If the Partner Agency is unable to resolve the problem or if the client believes that filing a complaint directly with the Partner Agency is not appropriate based on the circumstances, the client must complete the CoC Complaint Form outlining the date of incident, name of parties involved, description of the incident, and their contact information for follow-up. If the client needs assistance, Partner Agencies must forward a copy of the completed CoC Complaint Form to the CoC Manager.
2. The CoC Lead Agency will review and determine the need for further action based on the procedures outlined in the CoC Complaint Process.

| |
|-------------------------------|
| 6. <i>Data Quality</i> |
|-------------------------------|

Policies

- Data quality refers to the timeliness, completeness, and accuracy of information collected and reported in CONTRA COSTA HMIS. All data entered into the HMIS database must meet minimum data quality standards. End Users will be responsible for the quality of their data entry and must adhere to the specific requirements in the Contra Costa CoC Data Quality and Monitoring Plan (DQMP).
- **Data Timeliness:** End Users must enter all universal data elements and program-specific data elements within the specified time provided in the DQMP.
- **Data Completeness:** All data entered into the system must be complete, unless otherwise authorized by the HMIS Lead, following data collection standards set by the 2020 HUD HMIS Data Standards.
- **Data Accuracy:** All data entered shall be collected and entered in a common and consistent manner across all programs to ensure that all data entered into HMIS is an accurate a reflection of information provided by the client, as documented by the intake worker or otherwise updated by the client and documented for reference. Recording inaccurate information is strictly prohibited.

Procedures

1. Partner Agencies must collect and enter as much relevant client data as possible for the purposes of providing services to that client.
2. All End Users should strive to minimize the gap between when information is collected and when it is entered into HMIS, with the goal of real-time data entry whenever feasible. All data must be input into HMIS within the specific number of days based on program type as provided in the DQMP.
3. The HMIS System Administrator will conduct quarterly checks for data quality.
4. Any patterns of error or missing data will be reported to the Agency Administrator. Agency Administrators must adhere to the data quality monitoring and reporting requirements laid out in the DQMP.
5. End Users will be required to correct the identified data error and will be monitored for compliance by the Agency Administrator and the HMIS Administrator.
6. End Users may be required to attend additional training on data quality as needed.

7. *Aggregate Data Access*

Policies

- The Partner Agency shall provide reports using aggregate data to the CoC upon request, or to other entities for funding or planning purposes pertaining to providing services to homeless persons, for homeless policy and planning decisions, in preparing federal, state or local applications for funding, to demonstrate the need for and effectiveness of programs, and to obtain a system-wide view of program utilization in the state.
- The Partner Agency shall use only unidentified, aggregate data.
- The HMIS Lead Agency may also provide anonymous aggregate data for reporting purposes, research purposes, and to policy makers, service providers, advocates, and consumer representatives. The underlying goal of sharing aggregate data is to address and end homelessness.

Procedures

- The Partner Agency is responsible for ensuring that reporting access is maintained at the proscribed levels for agency clients, non-agency clients, and aggregate information reporting.
- Any requests for aggregate data must be directed to the HMIS Lead Agency using the following form on the H3 website: <https://cchealth.org/h3/coc/reports.php#Requests>.

8. *Proprietary Rights & Abuse*

Policies

- **Copyright:** The Contra Costa HMIS, underlying software, and services are protected by copyright and cannot be copied, except as permitted by law or written agreement with the copyright holder.
- **Unauthorized Access and Abuse:** The HMIS Lead Agency shall take reasonable efforts to prevent the unauthorized access, use or modification of HMIS, or interference with normal system operation. This shall include both corruption of the HMIS database in any manner, as well as unauthorized disclosure or sharing of user identification and/or passwords. The Agency shall not use HMIS with intent to defraud federal, state or local governments, individuals or entities, or to conduct any illegal activity.
- **Research and Electronic Data Exchange:** Agencies exporting data from HMIS must certify that the same privacy and security rights promised to their clients are met on the destination system. If the destination system operates under less restrictive rules, the client must be fully informed and approve this transfer. The Partner Agency must have the ability to restrict transfers to only those clients that approve the exchange.

Procedures

- The HMIS Lead Agency shall be responsible for monitoring and preventing unauthorized access, use, or modification of HMIS, or interference with normal system operation.
- Partner Agencies shall have internal policies prohibiting transmission of material in violation of any federal or state regulations, this includes but is not limited to: copyrighted material, material legally judged to be threatening or obscene, and material considered protected by trade secret.
- Partner Agencies shall have internal policies that prohibit profanity, offensive language, malicious information or discriminatory comments based on race, ethnicity, religion, national origin, disability, age, gender, or sexual orientation into the database.

9. *Workstation Security*

Policies

- The Agency Administrator is responsible for preventing degradation of the whole system resulting from viruses, intrusion, or other factors under the agency's control.

- The Agency Administrator or their delegate is responsible for preventing inadvertent release of confidential client-specific information. Such release may come from physical or electronic or even visual access to the workstation, thus steps should be taken to prevent these modes of inappropriate access (i.e. don't let someone read over your shoulder; lock your screen).
- The Agency Administrator is responsible for communicating all procedures to End Users regarding proper workstation configuration and protection against unauthorized access to HMIS by others.
- Additional security policies are included in the HMIS Data Security Plan.

Procedures

a) Computer Security

1. At a minimum, any workstation accessing the HMIS System shall have anti-virus software with current virus definitions (24 hours) and frequent full-system automated scans (weekly).
2. Partner Agency shall ensure that its computers and networks are equipped with secure firewalls, which are updated regularly automatically. Firewalls must be placed between any computer and internet connection for the entire network.
3. All workstations and computer hardware along with agency network equipment must be stored in a secure location, such as a locked office where only authorized users have access. If computers are in a public area, they must be staffed at all times. When not in use, computers must be secure and not usable by unauthorized users. Computers should automatically turn on a password protected screen saver when the workstation is temporarily not being used.

b) Hard Copy Security

1. Partner Agency staff must supervise at all times any paper or other hard copy generated by or for the HMIS that contains PPI when the hard copy is in a public area.
2. When Partner Agency staff is not present, the paper files must be secured and locked in areas that are not publicly accessible.
3. Written information specifically pertaining to user access (e.g., User ID and password) must not be stored or displayed in any publicly accessible location.
4. Documents printed from HMIS must be sent to a printer in a secure location where only authorized users have access.

10. Training

Policies

- Partner Agencies must ensure its End Users are properly trained and authorized to use the system in accordance with the HMIS Policies and Procedures herein.
- The Agency Administrators must regularly attend the HMIS Lead Agency monthly HMIS Policy Committee meetings, along with periodic update trainings and stay current with the HMIS Policies and Procedures.
- The Agency Administrator holds responsibility to communicate any updated HMIS information to all staff and volunteer HMIS End Users at his/her Partner Agency.
- End Users may also be required to participate in periodic trainings to maintain their end user license.

Procedures

a) Training

The HMIS Lead Agency will provide training in the following areas prior to Partner Agency using CONTRA COSTA HMIS:

- Data Privacy, Security, & Confidentiality
- HUD HMIS Data Standards
- End User Training
- Specific Modules

b) Agency Administrator Training

The HMIS Lead Agency will provide training to Agency Administrators who are then responsible for relaying that training to End Users within his or her agency. Training will be done virtually or in a group setting, where possible to achieve the most efficient use of time and sharing of information between agencies. Training will include:

- End User training
- Running package reports
- Creating customized reports

c) Ongoing Training

The HMIS Lead Agency will provide regular training for the Continuum of Care, as needed. The areas covered will be:

- Agency Administrator Training
- End User Training
- Data Privacy, Security, & Confidentiality
- Data Quality Monitoring and Reporting
- HUD HMIS Data Standards
- Specific Modules

11. Technical Support

Policies

- Support requests include problem reporting, requests for enhancements (features), or other general technical support.
- End Users shall submit support requests to their Agency Administrator (email is suggested).
- End Users shall not submit requests to software vendor.
- End Users shall not submit requests directly to the HMIS Lead Agency without specific invitation. All requests to H3 shall be submitted to the Agency Administrator, who may then escalate to the HMIS Lead Agency, who may then escalate to vendors as appropriate.
- The HMIS Lead will only provide support for issues specific to the CONTRA COSTA HMIS software and systems.

Procedures

a) Submission of Support Request

1. End User encounters a problem or originates idea for improvement to system or software.
2. End User creates a support request to Agency Administrator.
3. The Agency Administrator, upon receipt of a support request, shall make reasonable attempts to resolve the issue directly with End User.
4. If the Agency Administrator is unable to resolve the issue and determines that the problem is specific to CONTRA COSTA HMIS software and systems, the Agency Administrator may contact the HMIS Systems Administrator or the AA may submit a technical support request, including program set up or program modification using the following link:
<https://airtable.com/shr07VkJUci0rE8Rqt>.
5. The HMIS System Administrator will consolidate such requests from multiple Partner Agencies, if appropriate, and strive to resolve issues in priority order according to their severity and impact.
6. If the HMIS System Administrator is unable to resolve the issue, other software or system vendor(s) may be included in order to resolve the issue(s).
7. In cases where issue resolution may be achieved by the End User or other Partner Agency personnel, the HMIS System Administrator will provide instructions via email to Agency Administrator.

12. Changes to this and other Documents

Policies

- The CoC and HMIS Lead along with the HMIS Policy Committee of the Continuum will guide the

compilation and amendment of these Policies and Procedures. The HMIS Policy Committee will review this document on an annual basis.

Procedures

1. Proposed changes may originate from any participant in the CONTRA COSTA HMIS.
2. When proposed changes originate within a Partner Agency, they must be reviewed by the HMIS Policy Committee.
3. The HMIS System Administrator will maintain a list of proposed changes.
4. The list of proposed changes will be discussed by the HMIS Policy Committee, subject to line item excision and modification. This discussion may occur at an in-person or virtual meeting.
5. The HMIS Policy Committee will recommend annual proposed changes to the CoC's governing body, Council on Homelessness, for approval prior to implementation.
6. Partner Agencies Executive Directors shall acknowledge receipt and acceptance of the revised Policies and Procedures within 10 working days of delivery of the amended Policies and Procedures by notification in writing or email to the HMIS System Administrator. The Agency Administrator (cc to E.D.) shall also ensure circulation of the revised document within their agency and compliance with the revised Policies and Procedures by all End Users.

IV. Appendix A: HMIS Data Security Plan

HMIS DATA SECURITY PLAN

Overview

HUD regulations require that Continuums of Care establish HMIS Data Security Plans. This Data Security Plan is based upon the HMIS Requirements Proposed Rule released in December 2011, and may be edited upon the release of further guidance by HUD.

Applicability

CONTRA COSTA HMIS participating agencies must apply system security provisions to all the systems where personal protected information (PPI) is stored, including, but not limited to, its networks, desktops, laptops, tablets, phones, mainframes and servers.

User Authentication

Upon successful completion of training and submission of signed User Agreement to the HMIS Lead, each HMIS user will be provided with a unique personal User Identification Code (User ID) and initial password to access the HMIS. While the User ID provided will not change, HUD standards require that the initial password only be valid for the user's first access to the HMIS. Upon access with the initial password, the user will see a screen that will prompt the user to change the initial password to a personal password created by the user. The Partner Agency Administrator must only request user access to HMIS for those staff members that require access to perform their job duties.

The password created by the user must meet the following Federal and application-enforced guidelines from the HMIS Governance Charter and HMIS Policies and Procedures:

- a. All users must have their own unique user ID and must never use or allow use of a user ID that is not assigned to them. (See Partner Agency User Agreement.)
- b. Temporary, first time only, passwords will be communicated via email to the owner of the User ID.
- c. User specified passwords must never be shared and should never be communicated in any format.
- d. Written information pertaining to user access (e.g., username and password) may not be stored or displayed in any publicly accessible location.
- e. New User IDs must require password change on first use.
- f. Passwords must consist of at least 8 characters and must contain a combination of letters and numbers(required by software). (Refer to the HUD Data and Technical Standards Final Notice (July 2004) for additional guidance.)
- g. Passwords must not use or include the username, the HMIS name, or the HMIS vendor's name.
- h. Passwords must not consist entirely of any word found in the common dictionary or any of the above spelled backwards.

- i. Passwords must be changed every 180 days. Once 180 days has passed, End Users will be prompted to change their passwords at their next log-in.
- j. After four consecutive unsuccessful attempts to login, the account will be locked for three hours. If the End User cannot wait three hours, they may contact the HMIS Lead Agency to gain access sooner.

Agencies participating in the CONTRA COSTA HMIS shall commit to abide by the governing principles of the CONTRA COSTA HMIS and shall adhere to the terms and conditions of this partnership as detailed in the Partner Agency Memorandum of Understanding and the HMIS Governance Charter and HMIS Policies and Procedures.

Prior to allowing access to the HMIS, the Agency Administrator will agree to review and assess the security measures in place to protect client data. The HMIS System Administrator will meet Partner Agency Executive Director (or designee), Program Manager/Administrator and Agency Administrator to access agency information security protocols. This review shall in no way reduce the responsibility for agency information security, which is the full and complete responsibility of the agency, its Executive Director, and Agency Administrator.

Termination of User Access

If an End User no longer requires access to HMIS, for example if the user leaves the agency or otherwise becomes inactive, their HMIS license must be de-activated. The Partner Agency must notify the HMIS System Administrator within three (3) days after an End User is no longer employed at the agency or no longer needs access to HMIS. The Partner Agency shall provide the name of the staff member and the date of departure or date of deactivation of their HMIS license. The HMIS System Administrator will revoke access of the specified End Users to the CONTRA COSTA HMIS.

Lack of Compliance and Involuntary Termination

Partner Agencies must develop and implement internal policies and procedures to monitor its End User's compliance with the HMIS Policies and Procedures herein or the terms of the Partner Agency User Agreement. The Partner Agency's internal policies should include disciplinary actions for lack of compliance with these documents.

The actions of the End Users are ultimately the responsibility of the Partner Agency. If an End User has been found to be noncompliant with any of the policies and procedures, Agency Administrators shall take corrective action steps with the End User. The HMIS Lead Agency may be available for guidance and support as needed. If the End User continues to be out of compliance, the HMIS System Administrator must deactivate the staff User IDs. End Users will be immediately terminated if they have breached confidentiality of information in CONTRA COSTA HMIS.

Security Training

The HMIS Lead will ensure that all users receive security training prior to being given access to the HMIS, and that the training curriculum reflects the HMIS Governance Charter and HMIS

Policies and Procedures and HUD requirements. HMIS security training will be offered at least annually.

Application Security

Agencies must ensure that all computers connecting to HMIS run a current version of anti-virus software with current virus definitions (24 hours) and frequent full-system automated scans (weekly). This is enforced through an Active Directory network policy, and applies to both devices directly attached to an area-wide network as well as those at service provider locations that connect through the public Internet via a Secure Socket Layer (SSL) Virtual Private Network (VPN) tunnel connection. Individual computers are scanned and only allowed to connect to the network when the presence of updated anti/virus software and secure firewall from an approved list has been verified. This appliance also provides protection against phishing, malware; bot attacks and provides access control to limit users to appropriate resources.

HMIS Partner Agencies must maintain anti-virus software on all devices on their network. Devices that access the Internet must be configured to automatically download updated virus definitions. Steps should also be taken to prevent the intrusion of “adware” and “spyware” programs.

The Partner Agency Administrator maintains hardware, software and PPI in a secure environment, protected by a Firewall. Firewalls must be updated regularly automatically and must be placed between any computer and internet connection for the entire network. Users must take appropriate steps to ensure that networks used outside of the agency are secured in compliance with this section.

Physical Control over Devices with Access to HMIS Data

All workstations and computer hardware along with agency network equipment must be stored in a secure location, such as a locked office where only authorized users have access. If computers are in a public area, they must be staffed at all times. When not in use, computers must be secure and not usable by unauthorized users. Computers should automatically turn on a password protected screen saver when the workstation is temporarily not being used.

Disaster Protection and Recovery

HMIS is contained on mariaDB databases which are run on a clustered environment so that there will be failover protection if the primary server becomes unavailable. The physical data storage is on multiple disc drives in a RAID array for redundancy so that no data will be lost or downtime incurred if a physical disk drive becomes inoperable. Additional hardware redundancy exists in the form of dual power supplies, disc controllers and network interface cards. The databases are automatically backed up nightly and stored on another secure server.

Bitfocus, the vendor of Clarity Human Systems, is responsible for the disaster protection and recovery of the central server, as well as data disposal.

System Monitoring

HMIS produces reports based on log files that are reviewed and inactive user accounts are consequently disabled (e.g., in the event of a user leaving an agency, a job position change, etc.). In addition to the HMIS database itself, access to HMIS is also controlled, monitored and logged by the Agency Administrator.

Hard Copy Security

The guidelines regarding the security of paper or other hard copy containing PPI that is either generated by or for the HMIS, including, but not limited to reports, data entry forms, and signed consent forms are:

1. Partner Agency staff must supervise at all times any paper or other hard copy generated by or for the HMIS that contains PPI when the hard copy is in a public area.
2. When Partner Agency staff is not present, the paper files must be secured in areas that are not publicly accessible.
3. Written information specifically pertaining to user access (e.g., User ID and password) must not be stored or displayed in any publicly accessible location.
4. Documents printed from HMIS must be sent to a printer in a secure location where only authorized users have access.

V. Appendix B: HMIS Data Quality & Monitoring Plan

HMIS DATA QUALITY & MONITORING PLAN

Overview

HUD regulations require Continuums of Care to establish HMIS Data Quality Plans. This Data Quality Plan is based upon the HMIS Requirements Proposed Rule released in December 2011, and may be edited upon the release of further guidance by HUD.

Timeliness

An HMIS should have the most current client information available for every person being actively served by service providers. All HMIS participants should strive to minimize the gap between when information is collected and when it is entered into HMIS, with the goal of real-time data entry whenever feasible. To that end, relevant client information should always be entered into HMIS within the following initial guidelines, based on project type:

- Emergency Shelter, Transitional Housing, Permanent Housing, Rapid Rehousing, and Prevention projects: All Universal and Program-Specific Data Elements entered within two (2) business days of intake.
- Outreach projects and Non-residential Support Service Only projects (SSO): Limited data elements entered within five (5) business days of the first outreach encounter. Upon engagement for services, all remaining Universal and Program-Specific Data Elements entered within two (2) business days.

Agencies with projects providing services should strive to meet these timeliness goals:

- All users must have their own unique user ID and must never use or allow use of a user ID that is not assigned to them. [See Partner Agency User Agreement.] User specified passwords must never be shared and should never be communicated in any format. Client identification and supplemental assessments should be entered within two (2) business days.
- Updates and interim reviews should be entered within two (2) business days of discovery of the event change.
- All service data should be entered within five (5) business days of service provision.

As data entry policies and procedures are developed and refined within each participating agency, the CoC shall review these timeliness guidelines and modify them accordingly. It is the goal of Contra Costa Continuum of Care to enter data into HMIS in the most timely manner feasible.

Completeness

Complete HMIS data is necessary to fully understand the demographic characteristics and

service use of persons in the system. Complete data facilitates confident reporting and analysis on the nature and extent of homelessness, such as:

- Unduplicated counts of clients served at the local level;
- Patterns of use of people entering and exiting the homeless assistance system; and
- Evaluation of the effectiveness of homeless systems.

In effect, complete data tells the full “story” of homelessness to the agencies, the Continuum, and the general public. To that end, all data entered into the HMIS shall be complete.

In addition, at the client level, more complete HMIS data improves quality of services and ability of provider staff to meet client needs, efficiently and effectively.

Partner Agencies are responsible for making all reasonable efforts to ensure the highest level of data quality possible for the following categories:

- **Universal Data Elements:** The Partner Agency shall ensure the HMIS is capable of managing the collection of each data variable and corresponding response category for each of the Universal Data Elements outlined in the HUD HMIS data and Technical Standards.
- **Program-Specific Data Elements:** The Partner Agency shall ensure the HMIS is capable of managing the collection of each data variable and corresponding response category for each of the Program-specific data elements as outlined in the HMIS Data and Technical Standards.
- **Unduplicated Client Records:** The Partner Agency shall ensure HMIS is capable of generating a summary of the number of unduplicated client records entered into HMIS.
- **Program Entry and Exit Dates:** The Partner Agency shall be responsible for ensuring the accurate entry of program entry and exit dates. Program entry and exit dates should be recorded upon any program entry or exit on all participants. Entry dates should reflect the first day of service in the program. Exit dates should reflect the last day of residence, or for non-residential programs, the last day a service was provided.

The Continuum’s goal is to collect 100% of all data elements. However, the Continuum recognizes that this may not be possible in all cases. Therefore, the Continuum has established a data quality benchmark upper limit of 5% as an acceptable percent of null/missing and unknown/don’t know/refused responses for all UDEs and program specific data elements excluding Domestic Violence and Social Security Number.

For exit dates, SSOs will close out these if no contact has been made within 6 months.

Accuracy & Consistency

Accuracy of data in an HMIS can be difficult to assess because it depends on both the client's ability to provide the correct data and the intake worker's ability to document and enter the data accurately. Consistency directly affects the accuracy of data; if an end user collects all of the data, but they do not collect it in a consistent manner, then the data may not be accurate.

The purpose of accuracy is to ensure that the data in the CoC's HMIS is the best possible representation of reality as it relates to homeless people and the programs that serve them. To that end, all data entered into the CoC's HMIS shall be a reflection of information provided by the client, as documented by the intake worker or otherwise updated by the client and documented for reference. Recording inaccurate information is strictly prohibited.

All data in HMIS shall be collected and entered in a common and consistent manner across all programs. To that end, the CoC will undertake system-wide accuracy checks, require end user training, and maintain a consistent intake form.

- **Systemwide Checks:** HMIS Lead Agency staff will conduct periodic accuracy and consistency checks, including de-duplication efforts every 6 months, and will run automated searches for information that is likely inconsistent. Any data inconsistency issues identified by agency-level staff will be reported to the HMIS Administrator.
- **Data Accuracy Report:** Like the Data Completeness report, this report will be filed monthly. This report measures specific incongruity errors, including but not limited to:
 - Client age/date of birth errors, multiple active incomes, and incongruities between housing status and living situation, chronic homelessness status and disability status, and income and employment status.
- **Client Enrollment Reports:** Like the Data Completeness and Data Accuracy reports, this report will be filed monthly. This report displays a list of new client intakes, exits, and active clients during the month. This report should be verified for accuracy prior to submission.
- **Training:** All intake and data entry workers will complete an initial training before accessing the live HMIS system, using the established train the trainer structure. Optional trainings will be offered annually to HMIS users wishing to recertify their knowledge of consistency practices.
- **Intake Form:** A basic intake form that collects data in a consistent manner will be available to all programs, which they can alter to meet their additional needs, provided the base document does not change. The HMIS Data Collection Guide outlines the basic data elements collected on the intake form, their response categories, rationale, and definitions will be made available in paper and via the HMIS website as a quick reference to ensure consistent data collection. New agencies that join the CoC are required to review this document as part of the HMIS Agency Agreement execution process.

Monitoring & Enforcement

The CoC recognizes that the data produced from the HMIS is critical to meet the reporting and compliance requirements of individual agencies and the CoC as a whole. As such, all HMIS agencies are expected to meet the data quality benchmarks described in this document. To achieve this, the HMIS data will be monitored periodically to quickly identify and resolve issues that affect the timeliness, completeness, and accuracy of the data. All monitoring will be done in accordance with the Data Quality Plan, with full support of the CoC membership. The timeframe to correct errors will be within 10 days following the end of the month unless the 10th of the month falls on a weekend, then which it will be the following Monday.

- Data Completeness and Data Accuracy Reports must be run on a monthly basis and submitted to the HMIS Lead Agency by the 10th of the following month. Once submitted, the HMIS System Administrator will evaluate and ensure that these reports meet the minimum-level required for compliance. All agencies are required to take the steps necessary to mitigate any errors and performance gaps prior to submission

The purpose of monitoring is to ensure that the agreed-upon data quality benchmarks are met to the greatest possible extent and that data quality issues are quickly identified and resolved. Monitoring will be considered in the annual CoC Program review & rank process. Participating agencies that are identified as needing assistance in addressing performance gaps will be offered refresher HMIS training courses and corrective plan technical assistance as needed.

VI. Appendix C: HMIS Client Data & Privacy Plan

HMIS CLIENT DATA & PRIVACY PLAN

Overview

HUD regulations require that Continuums of Care establish HMIS Data Privacy Plans after the HMIS Privacy and Security Notice is released. This Client Data & Privacy Plan is based upon the HMIS Requirements Proposed Rule released in December 2011, and may be edited upon the release of further guidance by HUD.

HMIS Data Sharing

Client-specific data from CONTRA COSTA HMIS may be shared with partner agencies only when the sharing agency has secured a valid Release of Information from that client authorizing such sharing, and only during such time that Release of Information is valid (before its expiration). Other non-HMIS inter-agency agreements do not cover the sharing of HMIS data.

Obtaining Informed Consent & Release of Information (ROI)

Client consent to share their data within HMIS must constitute INFORMED consent. The burden rests with the intake counselor to inform the Client before asking for consent. Partner Agencies must post the HMIS Privacy Notice (available in both English and Spanish) at their facility in a place conspicuous and accessible to clients and must provide a copy of the HMIS Privacy Notice to clients upon request.

Partner Agencies must explain the contents of the Client Informed Consent & Release of Information Authorization (ROI) and the Contra Costa County's Continuum of Care HMIS Privacy Notice (HMIS Privacy Notice) to the Client prior to entering client information into HMIS. During this explanation, Partner Agencies should summarize the following information:

1. ***What HMIS is*** - an internet-based database that is used by homeless service organizations across the Contra Costa CoC to record and store client-level information
2. ***Why the Partner Agency Uses it***
 - a. Efficiently coordinate the most effective services and resources for Clients
 - b. Better understanding homelessness in the community
 - c. Assess the types of resources needed in the local area
 - d. Track whether needs are being met in the community
3. ***Security***
 - a. Only specific staff who have signed an agreement to maintain the security and privacy of your information and participate in training courses can access HMIS.
 - b. HMIS is protected by passwords and encryption technology.

- c. HMIS must adhere to HUD Technical and Data Standards and other local, state and federal privacy laws

4. *How their PPI may be shared and disclosed*

- a. Coordinate services with other providers in the CoC
- b. Creating aggregated de-identified data to a third party like HUD
- c. Cooperate with law enforcement for a legitimate law enforcement purpose based on valid warrant or subpoena
- d. Full list of permissible disclosures is available in the HMIS Privacy Notice

5. *Clients Rights*

- a. No client information will be released to another agency without written or verbal consent from the Client. However, aggregate system wide data that does not contain any client specific identifying data may be shared with internal and external agents without specific permission.
- b. Client has the right to not answer questions, unless admission to the program requires it.
- c. Client has right to access their record.
- d. Clients can't be refused services if consent is not provided.
- e. Clients can revoke consent at a later date.

6. *Benefits for Clients*

- a. Clients will not have to repeat their story to multiple agencies
- b. Case managers can use information in HMIS to link Client to appropriate resources in the community

The Client may sign a hard copy or electronic copy (on-screen signature) of the ROI. Once the client signs the ROI, the Partner Agency must document the ROI in the client's HMIS record. All written consent forms must be stored in a client's case management file for record-keeping and auditing purposes. The Partner Agency may store the hard copy in their internal files, but must provide the address of the hard copy file in the client's HMIS record; or the Partner Agency may scan and upload the hard copy or upload the electronic signed copy to the client's HMIS record. Partner Agencies must ensure that hard copy ROIs are stored in a location that is locked and not accessible to the general public.

The ROI is valid for ten (10) years. When the ROI expires after 10 years and the client's data is still active in HMIS, then Partner Agencies must obtain a new signed ROI from the client.

Obtaining Verbal Consent

A signed written ROI is the preferred method of obtaining client informed consent; however, verbal consent is permitted under the following circumstances:

1. Client's verbal consent is obtained through one-door registration, 211, or another hotline or dispatch call-center.

2. If verbal consent is obtained, Partner Agencies must make reasonable attempts to collect written consent upon Client's arrival into the program or through subsequent meetings with the client.

Exception: Phone registration and dispatch programs may enter client information without consent but must lock the record in HMIS. Upon client's arrival into the program, written consent must be obtained in order to unlock their record.

Consent for Minor Children

Partner Agencies must obtain consent to input a minor's data into HMIS from the minor's parent or legal guardian. The minor's consent must be documented on the head of household's ROI.

Client Refuses to Consent

Clients cannot be refused services solely based on their refusal to participate in HMIS. If the Client refuses to provide verbal or written consent, the Partner Agency must not share the Client's PII with any other partner agencies. Partner Agencies must lock the Client's HMIS record. Within 6 months of the Client's initial refusal, Partner Agencies should make one additional attempt to confirm whether the Client wishes to sign an ROI.

Adherence to Other Privacy Laws

The Participating Agency shall uphold Federal and State Confidentiality regulations to protect client records and privacy. If an agency is covered by the Health Insurance Portability and Accountability Act (HIPAA), the HIPAA regulations prevail. The Agency shall not require or imply that services must be contingent upon a Client's participation in HMIS. Services should be provided to a client regardless of HMIS participation, provided the client would otherwise be eligible for services.

Data Purpose & Use Limitations

Each Partner Agency will use or disclose personal information for activities described in this part of the notice. The Partner Agency assumes that clients consent to the use or disclosure of personal information for the purposes described here and for other uses and disclosures that are determined to be compatible with these uses or disclosures:

- a. To provide or coordinate services to a client.
- b. For payment or reimbursement of services for the participating organization.
- c. For administrative purposes, including but not limited to HMIS system administrator(s) and developer(s), and for legal, audit, personnel, and oversight and management functions.
- d. For creating de-identified PPI to disclose to a third party.
- e. To cooperate with a law enforcement official for a legitimate law enforcement purpose, consistent with applicable law and standards of ethical conduct, provided that such disclosure should be only the minimum amount of information necessary for the law enforcement official's immediate purpose, and the law enforcement official provides a

- lawful justification for the request (such as a warrant).
- f. As authorized by law, for victims of abuse, neglect, or domestic violence.
 - g. To prevent a serious threat to health or safety.
 - h. For academic research purposes but never published in an identifiable form.
 - i. Other uses and disclosures of your PPI can be made with your written consent.
 - j. A coroner, medical examiner or funeral director for the purpose of identifying a deceased person, determining a cause of death, or other duties as authorized by law.
 - k. Where disclosure is required by law.
 - l. To cooperate with legitimate requests for data from California State agencies that will be used for research, policy development, and/or creation of state-wide data warehouses.
 - m. For other purposes consistent with the ultimate goal of improving housing and homeless services that do not unduly burden the privacy rights of clients.

Each agency shall only solicit or input into HMIS client information that is essential to providing services to the client. Each agency shall not knowingly enter false or misleading data under any circumstance, nor use HMIS with intent to defraud federal, state or local governments, individuals or entities, or to conduct any illegal activity.

Access and Correction

Each Partner Agency must allow individuals to inspect and have a copy of their personal information that is maintained in HMIS in accordance with the HMIS Privacy Notice. Each agency must offer to explain any information that is not understood. Clients can exercise this right by making a written request to their social worker/case manager. Social workers/case managers can obtain assistance from their Agency Administrator, who can connect with the RED Team for additional support.

Within five (5) business days of the written request, the Partner Agency must provide the individual with:

- A correction of inaccurate or incomplete PPI;
- A copy of the consent form;
- A copy of the full HMIS Privacy Notice;
- A copy of the individual's HMIS records; and,
- A current list of participating organizations that have access to your HMIS data.

Partner Agencies must consider a written request for correction of inaccurate or incomplete, personal information. If the agency agrees that the information is inaccurate or incomplete, the agency may delete it, may choose to mark it as inaccurate or incomplete, and to supplement it with additional information.

Each Partner Agency may deny the individual's request for inspection or copying of personal information if:

- a. Information was compiled in reasonable anticipation of litigation or comparable proceedings
- b. Information is about another client/consumer
- c. Information was obtained under a promise of confidentiality and the disclosure would reveal the source of the information, or

- d. Disclosure of information would be reasonably likely to endanger the life or physical safety of any individual.

If the agency denies a request for access or correction, it must explain the reason for the denial and include documentation of the request and the reason for the denial. Each agency may reject repeated or harassing requests for access or correction.

Confidentiality

Each Partner Agency must maintain any/all personal information as required by federal, state, or local laws. Each Partner Agency shall ensure that all staff, volunteers and other persons who use HMIS are issued an individual User ID and password. Each Partner Agency shall ensure that all staff, volunteers and other persons issued a User ID and password for HMIS receive confidentiality training, HMIS training, and comply with CONTRA COSTA HMIS Policies and Procedures.

Revocation

Clients may revoke their consent for sharing information in HMIS at anytime. Agencies shall facilitate this revocation by providing the client with the Client Revocation of Consent form if requested. Agencies should assist clients with completing the form if needed. Once the client has completed the form, Agencies should email the form securely to H3REDteam@cchealth.org.

Upon receipt of the revocation request, the Partner Agency shall remove the Client's PPI from the shared HMIS database and prevent further PPI from being added. Partner Agency staff shall inform the Client that only information going forward will not be shared. PPI that the client previously authorized to be shared cannot entirely be removed from the HMIS database and will remain accessible to the limited number of organizations that provided the Client with direct services.

Protections for Victims of Violence, Dating Violence, Sexual Assault, and Stalking

Victim Service Providers are prohibited from entering data into HMIS. Other agencies must take extra precautions when handling data from victims of domestic violence, dating violence, sexual assault, and stalking. A Partner Agency may disclose PPI about an individual whom it reasonably believes to be a victim of violence, dating violence, sexual assault, or stalking only to a government authority authorized by law to receive reports of abuse, neglect, or domestic violence where:

- Disclosure is required by law, and the disclosure complies with and is limited to the requirements of the law
- The individual agrees to the disclosure, or
- To the extent that the disclosure is expressly authorized by statute or regulation; and the Agency believes the disclosure is necessary to prevent serious harm to the individual or other potential victims; or if the individual is unable to agree because of incapacity, a law enforcement or other public official authorized to receive the report represents that the PPI for which disclosure is sought is not intended to be used against the individual and that an immediate enforcement

activity that depends upon the disclosure would be materially and adversely affected by waiting until the individual is able to agree to the disclosure.

A Partner Agency that makes a permitted disclosure about a domestic violence incident must promptly inform the individual that a disclosure has been or will be made, except if 1) the Partner Agency, in the exercise of professional judgment, believes informing the individual would place the individual at risk of serious harm; or 2) the Partner Agency would be informing a personal representative (such as a family member or friend), and the Partner Agency reasonably believes the personal representative is responsible for the abuse, neglect or other injury, and that informing the personal representative would not be in the best interests of the individual as determined by the Partner Agency in the exercise of professional judgment.

VII. Appendix D: HMIS Privacy Notice

Contra Costa County's Continuum of Care: Homeless Management Information System (HMIS) PRIVACY NOTICE

THIS PRIVACY NOTICE EXPLAINS UNDER WHAT CIRCUMSTANCES WE MAY SHARE AND DISCLOSE YOUR INFORMATION FROM CONTRA COSTA COUNTY'S HMIS. THIS NOTICE ALSO EXPLAINS YOUR RIGHTS REGARDING YOUR CONFIDENTIAL INFORMATION.

Brief Summary

[Effective 8/18/2020]

[Version 2]

This notice describes the privacy policy of the **[Name of Homeless Agency]**. We may amend this policy at any time and amendments may affect information obtained by the covered homeless organization before the date of change. We collect personal information only when appropriate. We may use or disclose your information to provide you with services. We may also use or disclose it to comply with legal and other obligations. We assume that you agree to allow us to collect information and to use or disclose it as described in this notice, based on your consent provided in the CLIENT INFORMED CONSENT & RELEASE OF INFORMATION AUTHORIZATION. You can inspect personal information about you that we maintain. You can also ask us to correct inaccurate or incomplete information. You can ask us about our privacy policy or practices. We respond to questions and complaints. Read the full notice for more details. Anyone can have a copy of the full notice upon request.

Contra Costa County's Continuum of Care:
Homeless Management Information System PRIVACY NOTICE

Full Notice

[Effective 8/18/2020]

[Version 2]

Please review this notice carefully. If you have difficulty reading this notice, please ask for assistance.

A. What This Notice Covers

1. This notice describes the policy and practices of [Name of Homeless Agency]. Our main office is at [address, email/web address, telephone].
2. The policy and practices in this notice cover the process of protected personal information for clients of [Name of Homeless Agency].

Our organization collects and shares information about individuals who access our services. The information is confidentially stored in a local electronic database called the Contra Costa County Homeless Management Information System (CCC HMIS). The CCC HMIS securely records information (data) about persons accessing housing and homeless services in Contra Costa County. This Privacy Notice explains how we process confidential personal information that we collect about you and your family. This confidential information is referred to as Protected Personal Information (PPI). We are required to protect the privacy of your PPI by complying with the privacy practices described in this Privacy Notice.

B. Why We Collect and Share Information

When you request or receive services from this program, we ask for information about you.

This information helps us continuously improve services to people experiencing homelessness by:

1. Efficiently coordinating the most effective services for you and your family;
2. Better understanding homelessness in your community;
3. Assessing the types of resources needed in your local area; and
4. Tracking whether needs are being met in your community.

By collecting your information for HMIS, we are able to generate aggregate statistical reports requested by the Department of Housing and Urban Development (HUD).

C. The Type of Information We Collect and Share in the HMIS

We collect and share PPI and general information obtained during your intake assessment, contact assessments while engaged with services, and exit assessments, including but not limited to:

1. Name and contact information
2. Social security number
3. Birthdate
4. Demographic information such as gender and race/ethnicity
5. History of homelessness and housing (including current housing status and where and when services have been accessed for both you and your family members)
6. Self-reported medical history including any mental health and substance use issues
7. Case notes and services
8. Case manager's contact information
9. Income sources and amounts; healthcare benefits; and non-cash benefits
10. Veteran status
11. Disability status
12. Household composition
13. Emergency contact information
14. Domestic violence history
15. Criminal history

D. How Your PPI Is Secured in the HMIS

The information you provide is entered into a computer program called the Homeless Management Information System (HMIS). This computer program operates over the Internet and is managed by the HMIS lead agency in Contra Costa County: the Health, Housing and Homeless Services Division of Contra Costa Health Services (H3). This agency is required by law to maintain the privacy of protected personal information and to provide you with notice of their legal duties and privacy practices with respect to protected personal information. The HMIS uses many security protections to ensure the safety and confidentiality of your information.

Your information is protected by passwords and encryption technology. Each HMIS user and participating organization must sign an agreement to maintain the security and privacy of your information and participate in training courses to ensure protection and security of your information. If an HMIS user or participating organization violates the agreement, their access rights may be terminated and may be subject to further penalties pursuant to applicable state and federal privacy laws.

E. How PPI May Be Shared and Disclosed

Unless restricted by other laws, the information we collect can be shared and disclosed under the following circumstances:

1. To provide or coordinate services to a client.
2. For payment or reimbursement of services for the participating organization.
3. For administrative purposes, including but not limited to HMIS system administrator(s) and developer(s), and for legal, audit, personnel, and oversight and management functions.
4. For creating de-identified PPI to disclose to a third party.
5. To cooperate with a law enforcement official for a legitimate law enforcement purpose, consistent with applicable law and standards of ethical conduct, provided that such disclosure should be only the minimum amount of information necessary for the law enforcement official's immediate purpose, and the law enforcement official provides a lawful justification for the request (such as a warrant).
6. As authorized by law, for victims of abuse, neglect, or domestic violence.
7. To prevent a serious threat to health or safety.
8. For academic research purposes but never published in an identifiable form.
9. Other uses and disclosures of your PPI can be made with your written consent.
10. A coroner, medical examiner or funeral director for the purpose of identifying a deceased person, determining a cause of death, or other duties as authorized by law.
11. Where disclosure is required by law.
12. To cooperate with legitimate requests for data from California State agencies that will be used for research, policy development, and/or creation of state-wide data warehouses.
13. For other purposes consistent with the ultimate goal of improving housing and homeless services that do not unduly burden the privacy rights of clients.

F. Providing Your Consent for Sharing PPI in the HMIS

In addition to providing you this Privacy Notice, we will also obtain your written consent through a Release of Information unless an exception applies. *Exception:* In a situation where we are gathering PPI from you during a phone screening, street outreach, or community access center sign-in, your verbal consent can be used to share your information in HMIS. If we obtain your verbal consent, you will be requested to provide written consent during your initial assessment. If you do not appear for your initial assessment, your information will remain in HMIS until you revoke your consent in writing.

You have the right *not* to provide protected personal information to an agency. You may exercise your right of privacy by not answering any or all of the personal questions asked by the agency. You will not be denied services for not answering questions regarding your protected personal information, unless federal statute requires that your data must be shared as a condition of program participation.

G. How to Revoke Your Consent for Sharing Information in the HMIS

You may revoke your consent at any time. Your revocation must be provided either in writing or by completing the *Client Revocation of Consent form*. You may receive help to complete this form. Upon receipt of your revocation, we will remove your PPI from the shared HMIS database and prevent further PPI from being added. The PPI that you previously authorized to be shared cannot be entirely removed from the HMIS database and will remain accessible to the limited number of organization(s) that provided you with direct services.

Your Rights to Your Information in the HMIS

You have the right to receive the following, no later than five (5) business days of your written request:

1. A correction of inaccurate or incomplete PPI;
2. A copy of your consent form;
3. A copy of the full CCC HMIS Privacy Notice;
4. A copy of your HIMIS records; and
5. A current list of participating organizations that have access to your HMIS data.

We are required to explain any information that you may not understand (HMIS Privacy and Security Standards §4.2.5). You can exercise these rights by making a written request, either written by yourself or by someone designated on your behalf. You can either email or mail your written request:

- Email written request to: H3REDteam@cchealth.org;

or

- Mail the request to: H3 Research, Evaluation, and Data Team
2400 Bisso Lane, Suite D, 2nd Floor
Concord, CA 94520

Your Privacy Rights Regarding Your Information in the HMIS

If you believe your privacy rights have been violated, you may send a written grievance, either written by yourself or someone you designated on your behalf, to **[Enter agency name, email address, and/or mailing address]**. This agency has the responsibility to notify the HMIS lead agency (H3) of the grievance within 3 business days of receipt. You will not be retaliated against for filing a grievance. If your grievance is not resolved to your satisfaction, you may send a written grievance appeal to the Research, Evaluation, and Data team at H3REDteam@cchealth.org. If there is a need to escalate the complaint/grievance, it will be taken to the Contra Costa Oversight Committee for further investigation. The Oversight Committee will review the complaint/grievance and provide recommendations on the solution. If a solution can be reached, the grievance is closed.

Amendments to this Privacy Notice

The policies in this notice may be amended by the HMIS lead agency at any time. These amendments may affect information obtained by this organization before the date of the change. Amendments regarding use or disclosure of PPI will apply to information (data) previously entered in HMIS, unless otherwise stated. All amendments to this privacy notice must be consistent with the requirements of the federal HMIS privacy standards. This organization must keep permanent documentation of all privacy notice amendments.

VIII. Appendix E: Supporting Forms and Documents

Supporting Forms and Documents

The following forms and documents related to HMIS operations can be found at:
<https://cchealth.org/h3/coc/partners.php>.

- Contra Costa HMIS Access Application Form
- Client Informed Consent and Release of Information Authorization
- Release of Information Client Benefits
- Standardized Intake Form
- Contra Costa County's Continuum of Care HMIS Privacy Notice
- HMIS Client Revocation of Consent
- Contra Costa HMIS Data Collection Guide
- Clarity HMIS Workflow End User Training (Clarity's User's Manual)

**EXHIBIT B
BACS TWO YEAR BUDGET
FOR NON-CONGREGATE BRIDGE HOUSING PROGRAM**

**BACS Two Year Budget
for Non-Congregate Bridge Housing Program**

| Category | | Total 2 Year Budget |
|-------------------------------------------------------------------------|-----------------|------------------------|
| Personnel | | |
| Position | FTE* | |
| Program Manager | 1 | \$ 200,000.00 |
| Housing Locators/Care Coordinators | 2 | \$ 208,000.00 |
| Residential Counselors | 7 | \$ 698,880.00 |
| Quality Improvement Administrator | 0.25 | \$ 27,040.00 |
| Benefits and Taxes (@ 20%) | | \$ 283,480.00 |
| | SUBTOTAL | \$ 1,417,400.00 |
| Services and Supplies | | |
| Participant Meals/Food (45 meals 1x daily at \$4/meal and add'l snacks) | | \$ 170,000.00 |
| Participant Supplies (Laundry, Transportation Passes, Clothing, etc.) | | \$ 24,000.00 |
| Program Supplies | | \$ 25,000.00 |
| Office Supplies and Expenses | | \$ 20,000.00 |
| Equipment | | \$ 15,000.00 |
| Communications | | \$ 2,500.00 |
| Staff Transportation | | \$ 50,000.00 |
| Insurance | | \$ 7,000.00 |
| Flex Funds associated with Permanent Housing Exit Assistance | | \$ 600,000.00 |
| | SUBTOTAL | \$ 913,500.00 |
| Administrative Expenses | | |
| Indirect Costs (10% maximum) | | \$ 233,090.00 |
| | SUBTOTAL | |
| TOTAL BUDGET | | \$ 2,563,990.00 |

**FTE reflects the staff time that will be allocated towards NCBH program.*

EXHIBIT C FEDERAL PROVISIONS

1. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.327)

(a) Appendix II to Part 200 (A); Appendix II to Part 200 (B): Remedies for Breach; Termination for Cause/Convenience. The Agreement include remedies for breach and termination for cause and convenience.

(b) Appendix II to Part 200 (C) – Equal Employment Opportunity: The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(c) Appendix II to Part 200 (D) – Davis-Bacon Act: Not applicable to this Agreement since it is funded by the CLFRF.

(d) Appendix II to Part 200 (D) – Copeland “Antti-Kickback” Act: Not applicable to this Agreement since it is funded by the CLFRF.

(e) Appendix II to Part 200 (E) – Contract Work Hours and Safety Standards Act: Pursuant to section 3701 of title 40 of the United States Code, this Section C shall apply to Contractor in the event the amount payable under this Agreement exceeds \$100,000 and may involve the employment of mechanics or laborers.

(i) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(ii) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(iii) Withholding for unpaid wages and liquidated damages. City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (ii) of this section.

(iv) Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (i) through (iii) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (i) through (iii) of this section.

(f) Appendix II to Part 200 (F) – Rights to Inventions Made Under a Contract or Agreement:

If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the Federal awarding agency.

The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

(g) Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this Agreement is in excess of \$150,000, Contractor shall comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

(i) Pursuant to the Clean Air Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding \$150,000.

(ii) Pursuant to the Federal Water Pollution Control Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the

Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding \$150,000.

(h) Appendix II to Part 200 (H) – Debarment and Suspension: A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(i) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(ii) Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(iii) This certification is a material representation of fact relied upon by City. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(iv) Contractor warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Contractor also agrees to verify that all subcontractors performing work under this Contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Contractor further agrees to notify the City in writing immediately if Contractor or its subcontractors are not in compliance during the term of this Agreement.

(i) Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act: If this Agreement is in excess of \$100,000, Contractor shall have submitted and filed the required certification pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1353). If at any time during the Agreement term funding exceeds \$100,000.00, Contractor shall file with the City the Federal Standard Form LLL titled “Disclosure Form to Report Lobbying.” Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

(j) Appendix II to Part 200 (J) – §200.323 Procurement of Recovered Materials:

(i) Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement.

(ii) In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price.

(iii) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(iv) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

(k) Appendix II to Part 200 (K) – §200.216 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:

(i) Contractor shall not contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system funded under this Agreement. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(2) Telecommunications or video surveillance services provided by such entities or using such equipment.

(3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(ii) See Public Law 115-232, section 889 for additional information.

(l) Appendix II to Part 200 (L) – §200.322 Domestic Preferences for Procurement:

(i) Contractor shall, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts

(ii) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

2. CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS (2 C.F.R. § 200.321)

(a) Contractor shall be subject to 2 C.F.R. § 200.321 and will take affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.

(b) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and

(v) Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

Contractor shall submit evidence of compliance with the foregoing affirmative steps when requested by the City.

Scenario: average expenses

| CATEGORIES | BUDGET | JUNE INVOICE | YTD 06/2024 | REMAINING BAL BY JUNE 2024 YTD 12/2023 | 6 MONTHS EXP | PROJECTION THROUGH October 24 | remaining Bal by October 24 | projection through APRIL 2025 | REMAINING BAL BY APR 25 | projection through April 25 | remaining balance by April 2025 |
|--------------------------------------------|---------------------|-------------------|---------------------|----------------------------------------|-------------------|-------------------------------|-----------------------------|-------------------------------|-------------------------|-----------------------------|---------------------------------|
| PERSONNEL | | | | | | | | | | | |
| PROGRAM MANAGER | 200,000.00 | 10,583.34 | 185,215.02 | 14,784.98 | 119,714.92 | 65,500.10 | 43,666.73 | 28,881.75 | 109,166.83 | 105,833.40 | 91,048.42 |
| HOUSING LOCATOR/CARE COORDINATOR | 208,000.00 | 12,085.67 | 160,475.92 | 47,524.08 | 88,492.63 | 71,983.29 | 47,988.86 | 464.78 | 119,972.15 | 120,856.70 | 73,332.62 |
| RESIDENTIAL COUNSELORS | 698,880.00 | 33,494.89 | 579,958.91 | 118,921.09 | 339,233.52 | 240,735.39 | 160,490.26 | 41,265.17 | 401,225.65 | 334,948.90 | 219,027.81 |
| QUALITY IMPROVEMENT ADMINISTRATOR | 27,040.00 | | 0.00 | 27,040.00 | 0.00 | 0.00 | 0.00 | 27,040.00 | 0.00 | 0.00 | 27,040.00 |
| BENEFITS AND TAXES | 283,480.00 | 23,555.38 | 269,753.52 | 13,726.48 | 146,714.17 | 123,039.35 | 82,026.23 | 68,299.75 | 205,065.58 | 235,553.80 | 221,827.32 |
| SUBTOTAL | 1,417,400.00 | 79,719.28 | 1,195,403.37 | 221,996.63 | 694,145.24 | 501,258.13 | 334,172.09 | 112,175.46 | 835,430.22 | 797,192.80 | -575,196.17 |
| SERVICES AND SUPPLIES | | | | | | | | | | | |
| PARTICIPANT MEALS/FOOD | 170,000.00 | 9,654.41 | 83,561.12 | 86,438.88 | 18,644.14 | 64,916.98 | 43,277.99 | 43,160.89 | 108,194.97 | 96,544.10 | 15,105.22 |
| PARTICIPANT SUPPLIES | 24,000.00 | | 0.00 | 24,000.00 | 0.00 | 0.00 | 0.00 | 24,000.00 | 0.00 | 0.00 | 24,000.00 |
| PROGRAM SUPPLIES | 25,000.00 | 1,533.53 | 8,612.15 | 16,387.85 | 5,906.99 | 2,705.16 | 1,803.44 | 14,584.41 | 4,508.60 | 11,879.25 | 1,052.55 |
| OFFICE SUPPLIES AND EXPENSES | 20,000.00 | 15,584.39 | 31,406.55 | -11,406.55 | 12,678.40 | 18,728.15 | 12,485.43 | 23,891.98 | 31,213.58 | 155,843.90 | 187,260.45 |
| EQUIPMENT | 15,000.00 | | 8,933.13 | 6,066.87 | 8,933.13 | 0.00 | 0.00 | 6,046.87 | 0.00 | 0.00 | 6,046.87 |
| COMMUNICATION | 2,500.00 | 13,670.88 | 21,975.19 | -19,075.59 | 5,205.51 | 16,370.08 | 10,913.39 | 29,988.98 | 27,283.47 | 136,708.60 | 155,754.39 |
| STAFF TRANSPORTATION | 50,000.00 | 130.70 | 4,188.96 | 45,811.04 | 2,288.79 | 1,900.17 | 1,266.78 | 44,544.26 | 3,166.95 | 1,307.00 | -65,504.04 |
| INSURANCE | 7,000.00 | | 0.00 | 7,000.00 | 0.00 | 0.00 | 0.00 | 7,000.00 | 0.00 | 7,000.00 | 7,000.00 |
| FLEX FUNDS ASSOCIATION WITH PERMANENT HOUS | 600,000.00 | 21,396.79 | 325,909.42 | 274,090.58 | 94,411.31 | 231,498.11 | 154,332.07 | 119,758.51 | 385,830.18 | -111,739.60 | 111,739.60 |
| SUBTOTAL | 913,500.00 | 61,970.70 | 484,208.92 | 429,293.08 | 148,088.27 | 336,118.65 | 224,079.10 | 205,213.98 | 560,197.75 | 791,569.28 | -362,276.20 |
| ADMINISTRATION EXPENSES | | | | | | | | | | | |
| INSPECT COST 10 % | 233,090.00 | 14,149.00 | 167,960.17 | 65,129.83 | 84,222.48 | 83,737.69 | 95,825.13 | 9,304.71 | 139,562.82 | 141,689.98 | 76,560.15 |
| TOTAL BUDGET | 2,563,990.00 | 155,858.98 | 1,847,570.46 | 716,419.54 | 926,455.99 | 921,114.47 | 614,076.31 | 102,343.23 | 1,535,190.78 | 1,730,452.06 | -1,014,032.52 |
| | 3,100,000.00 | | | | | | 153,519.08 | | | | |

notes 1,282,429.54 8,108,191.59

fund will be exhausted between by October 2024

we need 818,771.24 to achieve the term of contract

Flex Fund budget will cover expense to the end of contract


3.1 million Budget will drive the program till February 2024

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 10, 2024

TO: Honorable Mayor and Members of the City Council

PREPARED BY: Teri House, CDBG/Housing Consultant

APPROVED BY: Tasha Johnson, Public Services and Community Resources
Director 

SUBJECT: Resolution to Change Authorized Signatory to Submit Annual
Application for Permanent Local Housing Allocation (PLHA) funding

RECOMMENDED ACTION:

It is recommended that City Council:

1. Adopt the resolution to rescind Resolution No. 2020/110 (Staff Report Attachment A).
2. Adopt the resolution authorizing the City Manager or Acting City Manager to execute the Permanent Local Housing Allocation Program Application, the Permanent Local Housing Allocation Standard Agreement and any subsequent amendment or modifications (Staff Report Attachment B).

FISCAL IMPACT

The proposed action updating the resolution for the City's PLHA applications has no fiscal impact.

DISCUSSION

The City of Antioch submitted its initial PLHA application for funding with Resolution No. 2020/110, which authorized Ron Bernal, City Manager, as the signatory. This resolution was accepted by HCD at that time.

In June 2024, when the application for funding was signed by the Acting City Manager, HCD informed the City that a new resolution must be passed. The new resolution must list only the title of the position authorized to sign the application, not a specific individual's name, using the current HCD template, to comply with current HCD requirements.

To meet these requirements, the City Council may designate the title "City Manager or Acting City Manager" as the authorized signatory. This designation will allow for flexibility

in future years without requiring additional resolutions, as both titles may be reasonably utilized.

Additionally, HCD has instructed that the new resolution adhere to their updated template, which differs slightly from the original resolution passed by City Council in 2020. By adopting the current template, the City ensures compliance with HCD's requirements and facilitates the release of the City's allocation of funding, which is now available.

Rescinding Resolution No. 2020/110 and adopting the new resolution will ensure that the City remains eligible for PLHA funding within the current five-year PLHA plan, with no further resolutions anticipated for subsequent applications.

ATTACHMENTS

- A. Resolution 2024/** Rescinding Resolution 2020/110
- B. Resolution 2024/** Authorizing City Manager or Acting City Manager
- C. Resolution 2020/110
- D. 2020 Initial PLHA Application

RESOLUTION NO. 2024/***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
RESCINDING RESOLUTION NO. 2020/110 FOR THE PERMANENT LOCAL
HOUSING ALLOCATION PROGRAM APPLICATIONS**

WHEREAS, the City Council of the City of Antioch previously adopted Resolution No. 2020/110 which authorized a specific individual to act as the signatory for Permanent Local Housing Allocation (PLHA) applications submitted to the State of California Department of Housing and Community Development (HCD);

WHEREAS, the State of California Department of Housing and Community Development (HCD) requires that the signatory for PLHA applications be designated by position title rather than by name; and

WHEREAS, it is necessary to update the authorized signatory to reflect the position title of City Manager or Acting City Manager to comply with HCD requirements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Antioch, that:

- 1. Resolution No. 2020/110 is hereby rescinded.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 10th day of September, 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH**

RESOLUTION NO. 2024/***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
CHANGING THE AUTHORIZED SIGNATORY AND ADOPTING THE UPDATED HCD
TEMPLATE FOR PERMANENT LOCAL HOUSING ALLOCATION PROGRAM
APPLICATIONS**

WHEREAS, the State of California (the “State”), Department of Housing and Community Development (“Department”) issues a Notice of Funding Availability (“NOFA”) under the Permanent Local Housing Allocation (“PLHA”) Program;

WHEREAS, the City of Antioch is an eligible local government that has applied for, and will continue to apply for, program funds to administer one or more eligible activities, or as a Local or Regional Housing Trust Fund to which an eligible Local government delegated its PLHA formula allocation;

WHEREAS, the Department may approve funding allocations for the PLHA Program, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement, and other contracts between the Department and PLHA grant recipients;

WHEREAS, on June 23, 2020, City Council adopted Resolution No. 2020/110 authorizing the application for and receipt of PLHA grant funds from the State of California; and

WHEREAS, upon adoption of the new resolutions, the Department of Housing and Community Development (HCD) requires the City to submit a new resolution using the current template offered by HCD.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Antioch, that:

1. If Applicant receives a grant of PLHA funds from the Department pursuant to the above referenced PLHA NOFA, the City represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts City may have with the Department.
2. Applicant is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix B of the current NOFA \$2,365,410 in accordance with all applicable laws and rules.

RESOLUTION NO. 2024/***

September 10, 2024

Page 2

3. Applicant hereby agrees to use the PLHA funds for eligible activities as approved by the Department and in accordance with all Program requirements, Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.
4. Pursuant to Section 302(c)(4) of the Guidelines, Applicant's PLHA Plan for the 2019-2023 Allocations is attached to this resolution, and Applicant hereby adopts this PLHA Plan and certifies compliance with all public notice, public comment, and public hearing requirements in accordance with the Guidelines.
5. Applicant certifies that it has or will subgrant some or all of its PLHA funds to another entity or entities. Pursuant to Guidelines Section 302(c)(3), "entity" means a housing developer or program operator, but does not mean an administering Local government to whom a Local government may delegate its PLHA allocation.
6. Applicant certifies that its selection process of these subgrantees was or will be accessible to the public and avoided or shall avoid any conflicts of interest.
7. Pursuant to Applicant's certification in this resolution, the PLHA funds will be expended only for eligible Activities and consistent with all program requirements.
8. Applicant certifies that, if funds are used for the acquisition, construction or rehabilitation of for-sale housing projects or units within for-sale housing projects, the grantee shall record a deed restriction against the property that will ensure compliance with one of the requirements stated in Guidelines Section 302(c)(6)(A), (B), and (C).
9. Applicant certifies that, if funds are used for the development of an Affordable Rental Housing Development, the Local government shall make PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the Project, and such loan shall be evidenced through a Promissory Note secured by a Deed of Trust and a Regulatory Agreement shall restrict occupancy and rents in accordance with a Local government-approved underwriting of the Project for a term of at least 55 years.
10. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable SB 2 Guidelines published by the Department.

RESOLUTION NO. 2024/***

September 10, 2024

Page 3

11. The City Manager or Acting City Manager is authorized to execute the Permanent Local Housing Allocation Program Application, the Permanent Local Housing Allocation Standard Agreement and any subsequent amendment or modifications thereto, as well as any other documents which are necessary for the City's participation in the Program or for the Permanent Local Housing Allocation grant to be awarded to the City, subject to approval of form by the City Attorney.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 10th day of September, 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

RESOLUTION NO. 2020/110

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AUTHORIZING THE APPLICATION FOR AND RECEIPT OF PLHA GRANT FUNDS
FROM THE STATE OF CALIFORNIA**

WHEREAS, the Department is authorized to provide up to \$195 million under the SB 2 Permanent Local Housing Allocation Program Formula Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)));

WHEREAS, the State of California (the "State"), Department of Housing and Community Development ("Department") issued a Notice of Funding Availability ("NOFA") dated 02/26/2020 under the Permanent Local Housing Allocation ("PLHA") Program;

WHEREAS, Applicant is an eligible Local government applying for the program to administer one or more eligible activities, or a Local or Regional Housing Trust Fund to whom an eligible Local government delegated its PLHA formula allocation; and

WHEREAS, the Department may approve funding allocations for PLHA Program, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement and other contracts between the Department and PLHA grant recipients.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Antioch that:

1. If Applicant receives a grant of PLHA funds from the Department pursuant to the above referenced PLHA NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts Applicant may have with the Department.
2. Applicant is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix C of the current NOFA **\$2,365,410** in accordance with all applicable rules and laws.
3. Applicant hereby agrees to use the PLHA funds for eligible activities as approved by the Department and in accordance with all Program requirements, Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.

4. Applicant certifies that it has or will subgrant some or all of its PLHA funds to another entity or entities. Pursuant to Guidelines Section 302(c)(3), "entity" means a housing developer or program operator, but does not mean an administering Local government to whom a Local government may delegate its PLHA allocation.
5. Applicant certifies that its selection process of these subgrantees was or will be accessible to the public and avoided or shall avoid any conflicts of interest.
6. Pursuant to Applicant's certification in this resolution, the PLHA funds will be expended only for eligible Activities and consistent with all program requirements.
7. Applicant certifies that, if funds are used for the acquisition, construction or rehabilitation of for-sale housing projects or units within for-sale housing projects, the grantee shall record a deed restriction against the property that will ensure compliance with one of the requirements stated in Guidelines Section 302(c)(6)(A),(B) and (C).
8. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable SB 2 Guidelines published by the Department.
9. Rowland E. Bernal, Jr., City Manager of the City of Antioch, is authorized to execute the PLHA Program Application, the PLHA Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA grant awarded to Applicant, as the Department may deem appropriate after review and approval of form by the City Attorney.

* * * * *


I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 23rd day of June 2020, by the following vote:

AYES: Council Members Motts, Wilson, Thorpe, Ogorchock and Mayor Wright

NOES: None

ABSTAIN: None

ABSENT: None



ARNE SIMONSEN, MMC
CITY CLERK OF THE CITY OF ANTIOCH

(Faint circular seal of the City of Antioch is visible in the background)

Local Government Formula Allocation

Rev. 5/20/20

| | | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|----------------------------------------------------------------------------------|-----------------------------------------|-----------------|
| Eligible Applicant Type: | | Entitlement | | |
| Local Government Recipient of PLHA Formula Allocation: | | | Antioch | |
| Approximate PLHA Formula Allocation Amount: | | \$394,235 | Allowable Local Admin (5%): | |
| | | | \$19,711 | |
| <p>Instructions: If the Local Government Recipient of the PLHA Formula Allocation delegated its PLHA formula allocation to a Local Housing Trust Fund or to another Local Government, the Applicant (for which information is required below) is the Local Housing Trust Fund or administering Local Government. The PLHA award will be made to the Applicant (upon meeting threshold requirements) and the Applicant is responsible for meeting all program requirements throughout the term of the Standard Agreement.</p> <p>The 302(c)(4) Plan template worksheet requires first choosing one or more of the Eligible Activities listed below. If "Yes" is clicked, the 302(c)(4) Plan worksheet opens a series of questions about what precise activities are planned. Some specific activities, such as providing downpayment assistance to lower-income households for acquisition of an affordable home, could be included under either Activity 2 or 9. Please only choose one of those Activities; don't list the downpayment assistance under both Activities.</p> <p>If the PLHA funds are used for the same Activity but for different Area Median Income (AMI) level, select the same Activity twice (or more times) and the different AMI level the Activity will serve. Please enter the percentage of funds allocated to the Activity in only the first Activity listing to avoid double counting the funding allocation.</p> | | | | |
| Eligible Applicants §300 | | | | |
| §300(a) and (b) Eligible Applicants for the entitlement and Non-entitlement formula component described in Section §100(b)(1) and (2) are limited to the metropolitan cities and urban counties allocated a grant for the federal fiscal year 2017 pursuant to the federal CDBG formula specified in 42 USC, Section §5306 and Non-entitlement local governments. | | | | |
| Applicant: | | City of Antioch | | |
| Address: | | 200 H St. | | |
| City: | Antioch | State: | CA | |
| Zip: | 94509 | County: | Contra Costa | |
| §300(d) Is Applicant delegated by another Local government to administer on its behalf its formula allocation of program funds? | | | No | |
| §300(d) If Applicant answered "Yes" above, has the Applicant attached the legally binding agreement required by §300 (c) and (d)? | | | | |
| File Name: | App1 Resolution | PLHA webpage for Resolution Document | Attached and on USB? Yes | |
| File Name: | App1 Signature Block | Signature Block - upload in Microsoft Word Document | Attached and on USB? Yes | |
| File Name: | App1 TIN | Taxpayer Identification Number Document | Attached and on USB? Yes | |
| File Name: | Applicant Agreement | Legally binding agreement between Delegating and Administering Local Governments | Attached and on USB? N/A | |
| Eligible Activities, §301 | | | | |
| §301(a) Eligible activities are limited to the following: | | | Included? | |
| §301(a)(1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to Extremely low-, Very low-, Low-, or Moderate-income households, including necessary operating subsidies. | | | <input type="checkbox"/> YES | |
| §301(a)(2) The predevelopment, development, acquisition, rehabilitation, and preservation of affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days. | | | <input checked="" type="checkbox"/> YES | |
| §301(a)(3) Matching portions of funds placed into Local or Regional Housing Trust Funds. | | | <input type="checkbox"/> YES | |
| §301(a)(4) Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176. | | | <input type="checkbox"/> YES | |
| §301(a)(5) Capitalized Reserves for services connected to the preservation and creation of new permanent supportive housing. | | | <input type="checkbox"/> YES | |
| §301(a)(6) Assisting persons who are experiencing or at-risk of homelessness, including, but not limited to, providing rapid re-housing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing. | | | <input checked="" type="checkbox"/> YES | |
| §301(a)(7) Accessibility modifications in Lower-Income Owner-occupied housing. | | | <input type="checkbox"/> YES | |
| §301(a)(8) Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments. | | | <input type="checkbox"/> YES | |
| §301(a)(9) Homeownership opportunities, including, but not limited to, down payment assistance. | | | <input checked="" type="checkbox"/> YES | |
| §301(a)(10) Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing Projects, or matching funds invested by a county in an affordable housing development Project in a city within the county, provided that the city has made an equal or greater investment in the Project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an affordable housing Project. Matching funds investments by both the county and the city also shall be a grant or low-interest deferred loan to the affordable housing Project. | | | <input type="checkbox"/> YES | |
| Threshold Requirements, §302 | | | | |
| §302(a) Housing Element compliance: Applicant or Delegating Local Government's Housing Element was adopted by the Local Government's governing body by the application deadline and subsequently determined to be in substantial compliance with state Housing Element Law pursuant to Government Code Section 65585. | | | Yes | |
| §302(b) Applicant or Delegating Local Government has submitted the current or prior year's Annual Progress Report to the Department of Housing and Community Development pursuant to Government Code Section 65400. | | | Yes | |
| §302(c)(2) Applicant certifies that submission of the application was authorized by the governing board of the Applicant. | | | Yes | |
| §302(c)(3) Applicant certifies that, if the Local Government proposes allocation of funds for any activity to another entity, the Local government's selection process had no conflicts of interest and was accessible to the public. | | | Yes | |
| §302(c)(4) Does the application include a Plan in accordance with §302(c)(4)? | | | Yes | |
| §302(c)(4)(D) Applicant certifies that the Plan was authorized and adopted by resolution by the Local Government and that the public had an adequate opportunity to review and comment on its content | | | Yes | |
| §302(c)(5) Applicant certifies that the Plan submitted is for a term of five years. Local Governments agree to inform the Department of changes made to the Plan in each succeeding year of the term of the Plan. | | | Yes | |
| §302(c)(6) Applicant certifies that it will ensure compliance with §302(c)(6) if funds are used for the acquisition, construction, or rehabilitation of for-sale housing projects or units within for-sale housing projects. | | | Yes | |
| §302(c)(7) Applicant certifies that it will ensure that the PLHA assistance is in the form of a low-interest, deferred loan to the Sponsor of the Project, if funds are used for the development of an Affordable Rental Housing Development. The loan shall be evidenced through a Promissory Note secured by a Deed of Trust. | | | Yes | |
| §302(c)(8) Has Applicant attached a program income reuse plan describing how repaid loans will be reused for eligible activities specified in Section 301? | | | Yes | |
| Administration | | | | |
| Applicant agrees to adhere to §500, Accounting Records. | | | Yes | |
| Applicant agrees to adhere to §501, Audits/Monitoring of PLHA Files. | | | Yes | |
| Applicant agrees to adhere to §502, Cancellation/Termination. | | | Yes | |
| Applicant agrees to adhere to §503, Reporting. | | | Yes | |
| Certifications | | | | |
| On behalf of the entity identified below, I certify that: The information, statements and attachments included in this application are, to the best of my knowledge and belief, true and correct and I possess the legal authority to submit this application on behalf of the entity identified in the signature block. | | | | |
| Rio Rowland Roland E. Bernal, Jr. Authorized Representative Printed Name | | City Manager Title | [Redacted Signature] Signature | 7/27/20 Date |
| Entity name: | | City of Antioch | | |
| Entity Address: | | 200 H. St. | | |
| | | City: | Antioch | |
| | | State: | CA | |
| | | Zip: | 94509 | |
| | | Phone Number: | 925-779-7011 | |



**STAFF REPORT TO THE CITY COUNCIL AND HOUSING SUCCESSOR TO THE
ANTIOCH DEVELOPMENT AGENCY OF THE CITY OF ANTIOCH**

DATE: Regular Meeting of September 10, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Teri House, CDBG/Housing Consultant

APPROVED BY: Tasha Johnson, Director of Public Safety and Community Resources

SUBJECT: Public Hearing to Review the Fiscal Year 2023-24 Consolidated Annual Performance Evaluation Report (CAPER) for Community Development Block Grant (CDBG), Housing Successor, and Permanent Local Housing Allocation (PLHA) Funds

RECOMMENDED ACTION

It is recommended that the City Council receive and consider public comment on the Fiscal Year 2023-24 CAPER year-end report, detailing achievements of programs funded with CDBG, Housing Successor and PLHA funds for housing, homeless, and community services to improve the quality of life of lower income Antioch residents and neighborhoods.

FISCAL IMPACT

There is no impact of these actions to the General Fund.

DISCUSSION

The CAPER details the achievements of funded agencies during the third year of the 2020-25 Consolidated Plan. It examines individual agency goals and outcomes and how they contribute to achieving the City's five-year Consolidated Plan priorities. Funded agencies continued to adapt to effectively deliver services while still impacted by COVID-19 variants and restrictions. Almost all agencies exceeded their goals. Following is a summary of the Priority Goals and Annual Strategies which were funded in FY 2022-23.

HOMELESS GOALS AND STRATEGIES (H-1 AND H-2)

H-1: Permanent Housing for Homeless. Further "Housing First" approach to ending homelessness by supporting homeless outreach efforts, emergency shelter, transitional housing, and permanent housing with supportive services to help homeless persons achieve housing stability.

Homeless Outreach

H-1.1 **Health, Housing and Homeless Services Division, Contra Costa Health Services - CORE Homeless Outreach** (HS \$30,000 allocated and expended). Program conducts outreach to unsheltered persons and serves as an entry point into the coordinated entry system for unsheltered persons and work to identify, engage, stabilize and house chronically homeless individuals and families. The outreach teams contact homeless individuals to provide basic needs supplies, counseling, benefits assistance, linkages to healthcare, shelter placement, and referrals and transportation to C.A.R.E. Centers.

- Goal 400, Served 2,094 (524%) *Significantly exceeded goal.*
- In FY 2023-24 CORE, like many other agencies, continued to struggle with insufficient staffing as well as limited shelter vacancies and lack of housing availability. They concentrated on more housing outreach services like getting clients housing document ready, obtaining an income, applying for waiting lists, and reconnecting them with family and friends who might take them in or help.

Homeless Shelter

H-1.2 **STAND! For Families Free of Violence - Emergency Shelter** (HS \$10,000 allocated/expended). Program provides up to 24 adult survivors and their children who are fleeing from violent relationships for up to 3 months at no cost. As part of a continuum of care at STAND!, the emergency shelter provides clients with access to comprehensive supportive services including food, clothing, social and legal advocacy, vocational assistance, children's services, housing and other referrals, and evidence-based counseling – transitioning clients toward independence.

- Goal 10, Served 31 (310%). *Significantly exceeded goal.*
- In FY 2023-24, as COVID cases dropped, agency was able to bring more clients directly to the shelter site instead of a motel and continues to provide comprehensive family violence services including a 24-hour crisis line.

H-1.3 **Winter Nights Family Shelter- Winter Nights Rotating Emergency Family Shelter** (HS \$15,000 allocated, \$14,999.92 expended). Program provides emergency family for up to 30 adults with children, providing shelter, food, transportation, showers, case management, tutoring, housing placement assistance and more.

- Goal 18, Served 24 (133%). *Exceeded goal.*
- In FY 2023-24 the program saw an increase in Spanish-speaking clients and is working on offering Spanish classes to current staff & hiring bilingual staff.

H-1.4 **Winter Nights Family Shelter - Safe Parking Program** (HS \$171,500 allocated, \$145,492.07 expended). Program provides supervised overnight parking for individuals, families and couples and their pets living in their vehicles, with overnight security, access to bathrooms, snacks, case management & housing assistance, and showers at the SVDP Day Center.

- Goal 20, Served 65 (217%). *Significantly exceeded goal.*
- In FY 2023-24 the program launched at St. Ignatius Church in Antioch. Staff works with clients to help them become document ready for any housing opportunities that come available. Of those exiting, 17% moved in with family/friends on a

temporary basis, 15% moved into the Winter Nights Family Shelter, 10% moved into permanent housing, 4% obtained temporary room rentals, 2% moved into Opportunity Village, 2% went into rehabilitation, and 2% went to the hospital.

H-2: Prevention of Homelessness. Expand existing prevention services including emergency rental assistance, case management, housing search assistance, legal assistance, landlord mediation, money management and credit counseling.

H-2.1 Bay Area Legal Aid – Homeless Prevention Eviction Services (HS \$25,000 allocated/expended). Program provides eviction prevention services to extremely and very low-income Antioch households to help them avoid eviction and homelessness, as well as tenant information and counseling; negotiations with landlords and other advocacy assistance; and legal services including advice, info and referral, and filing of required agency and court papers.

- Goal 100, Served 117 (117%) *Met Goal*
- In FY 2023-24, BALA worked on 70 Antioch cases. 45 clients had children in their households, benefiting a total of 174 Antioch residents. The majority of cases (66%) concerned private tenant/landlord, followed by federal subsidized housing cases (34%). The majority of households (55%) had a person with a disability.

H-2.2 Contra Costa Crisis Center/2-1-1 – Homeless Services (HS \$10,000 allocated and expended). Programs provide a 24-hour mental health crisis intervention service and 211 information and referral service utilizing a robust and continually updated social service database of local homeless, health and social services programs. Full-time professional staff and highly trained volunteers provide immediate crisis support service as well as immediate information and referrals 24 hours per day - to emergency shelters, emergency food programs, job training, health care and other services as well as residents, allowing for a single point of entry for a variety of resources.

- Goal 1,000 Served 2,048 (205%) *Significantly exceeded goal.*
- In FY 2023-24 overall agency call volume decreased but there was a significant increase of 15,234 more visits to the 211 Resource Database, which can be viewed 24/7 in 17 languages. Database access increases each year as a quick, easy, and confidential way to find needed resource information as an alternative to calling or texting the 211 phone line.

H-2.3 Loaves and Fishes, Nourishing Lives – Feeding Homeless and At-Risk Households (HS \$10,000 allocated, \$9,999.87 expended). Program provides hot nutritious meals and food pantry to very low to low-income people living in the County. Partnering with other agencies, clients are also offered safety net services such as medical, shelter, and registration for Cal Fresh.

- Goal 650, Served 812 (125%) *Significantly exceeded goal.*
- In FY 2023-24 agency experienced a high demand for hot meals and groceries as people struggled to regain their footing after the pandemic while experiencing high inflation and food costs, and increased homelessness. Agency is deploying a “food truck” model to serve same food in hard-to-reach encampments and places with no dining rooms.

H-2.4 **SHELTER Inc. – Homeless Prevention/Rapid Rehousing** (HS \$150,000 allocated/\$149,999.65 expended) Program prevents homelessness for households at-risk of homelessness and rapidly re-houses households who were homeless by providing supportive services and financial assistance.

- HS Goal 200, Served 851 (426%) *Significantly exceeded goal*
- In FY 2023-24, agency worked with 851 Antioch residents who contacted them for service. Of those, 238 qualified to receive financial assistance. Agency disbursed \$189,814.59 in financial assistance to these 238 residents, of which \$97,259 was from the Antioch HS grant, and \$92,556 was from other sources. Agency estimates that to adequately serve the Antioch population who needs assistance annually would require an allocation of \$370,000 annually and would greatly assist in reducing individuals from losing their housing and falling into homelessness.

NON-HOUSING COMMUNITY DEVELOPMENT GOALS & STRATEGIES (CD-1–8) *Public Services (CD-1–5)*

CD-1: General Public Services. Ensure that opportunities and services are provided to improve the quality of life and independence for lower-income persons and ensure access to programs that promote prevention and early intervention related to a variety of social concerns.

CD-1.1 **Cancer Support Community** (CDBG \$10,000 allocated, \$9,999.91 expended). Program center in Antioch targets underserved communities focusing on Latino and Black residents by providing free cancer care including psychosocial support, integrative therapies, educational programs, therapies, community navigation and emergency financial assistance.

- Goal 14, Served 24 (171%) *Exceeded goal*.
- In FY 2023-24 the agency analyzed results from an extensive needs assessment of Black cancer patients conducted last year. It published a report on the impact of health inequities in supportive cancer care for Black/African-Americans who experience higher incidence of cancer, shorter survival times, and higher mortality rates. The report can be found here on their website.

CD-1.2 **Opportunity Junction – Technology Center Training** (CDBG \$10,000 allocated and expended). Program provides low-income workers, job-seekers, and seniors with accessible training in computer applications, English as a Second Language, typing, Spanish, and free access to computers and the Internet Mon-Thurs evenings from 5 pm to 9 pm.

- Goal 75, Served 80 (107%) *Met goal*.
- In FY 2023-24 Antioch residents attended 1,295 hours of classes such as Computer Basics & Intermediate classes, English as a Second Language, typing tests, website building, artificial intelligence classes, Google docs, and more.

CD-1.3 **St. Vincent De Paul – RotaCare Pittsburg Free Medical Clinic** (CDBG \$10,000 allocated and \$9,999.65 expended). Program consists of a 4-exam room clinic that provides free urgent and chronic medical to the uninsured. All services are free of charge including physician/nurse treatment, pharmaceuticals, lab services, x-rays, MRIs, ultrasounds, and diagnostics. Patients are referred for free surgical and specialty care.

Bilingual support provided for all services.

- Goal 240, Served 322 (134%) *Exceeded goal.*
- In FY 2023-24 the Clinic provided free health services to 990 people of which Antioch residents were 33%. All were lower income and 76% were Hispanic. SVDP was honored as “Nonprofit of the Year” for Contra Costa by Senator Glazer.

CD-2: Non-Homeless Special Needs. Ensure that opportunities and services are provided to improve the quality of life and independence for persons with special needs, such as elderly and frail elderly, victims of domestic violence, persons with HIV/AIDS, persons with mental, physical and developmental disabilities, abused children, illiterate adults and migrant farm workers.

CD-2.1 Senior/Disabled Adults: Choice in Aging – Bedford Center Adult Day Health Cares (CDBG \$10,000 allocated, \$9,999.96 expended). Program provides adult day health care for severely disabled adults, primarily frail seniors and those with various types of dementia to support living at home and caregiver respite.

- Goal 29, Served 27 (118%) *Met goal.*
- In FY 2023-24 agency faced continuing challenges attracting and retaining staff due in part to the low rates paid by the health plan that primarily funds these services. Agency continues to advocate at the state and federal level to change policy and budget allocations to prioritize community-based care when possible, to avoid the need for most costly, less personal institutional care.

CD-2.2 Victims of Domestic Violence: Contra Costa Family Justice Center – Navigation for Victims of Domestic Violence (CDBG \$10,000 allocated/expended). Program provides system/services navigation services to victims of domestic violence, sexual assault, child abuse, elder abuse, and human trafficking.

- Goal 300, Served 372 (124%) *Exceeded goal.*
- In FY 2023-24 the agency served a record-breaking number of persons. The top five needs were for family law (20%), mental health/counseling (18%), restraining orders (13%), advocacy (9%), and housing (6%). Cases by type of violence were domestic violence (68%), child abuse (12%), sexual assault (9%), elder abuse (7%), stalking (4%) and human trafficking (1%).

CD-2.3 Seniors: Contra Costa Senior Legal Services (CDBG \$10,000 allocated, \$9,999.83 expended) Program provides vital legal assistance to older residents of the County aged 62 and over in areas such as eviction defense, protection from elder abuse and consumer debt, and Advanced Health Care directives and Power of Attorneys.

- Goal 100, Served 115 (115%) *Exceeded goal.*
- In FY 2023-24, agency continues to see a high number of housing cases for seniors on fixed incomes due to eviction orders, rising costs from inflation, and an increase in the number of scams targeting seniors.

CD-2.4 Seniors/Disabled Adults: Empowered Aging - Ombudsman Services (CDBG \$10,000 allocated, \$9,999.92 expended). Program provides dependent adults and elderly residing in long-term care facilities with access to safe and secure environments through the advocacy of trained and certified Ombudsman who investigate abuse and ensure compliance of facilities.

- Goal 125, Served 161 (129%) *Exceeded goal.*
- In FY 2023-24, agency experienced more complex cases and need for additional staff and volunteer support. Countywide they visited 97% of all Skilled Nursing Facilities and 11% of Residential Care Facilities for the Elderly and resolved 1,527 complaints, for a 97% complaint resolution rate.

CD-2.5 Seniors/Disabled Adults: Lions Center for the Visually Impaired – Independent Living Skills (CDBG \$10,000 allocated/expended) Program provides in-home independent living skills instruction as well as high-tech assistive devices to visually impaired adults so they will maintain their independence and avoid institutionalization. It also conducts group classes and activities with field trips, as well as early detection and intervention with free vision screening events at low-income senior housing and residential facilities.

- Goal 30, Served 70 (233%) *Significantly exceeded goal.*
- In FY 2023-24 agency services increased outreach and continued virtual and in-person services including vision screening, home visits, hybrid events and excursions, and provided information and referral to support social service, mental health, housing and food insecurity.

CD-2.6 Seniors: Meals on Wheels Diablo Region – Care Management (CDBG \$10,000 allocated/expended). Program provides an array of services to help older adults and their families meet long-term care needs. Care managers assist seniors in resolving critical issues affecting their health and wellness to help them live as independently as possible.

- Goal 150. Served 70 (47%) *Significantly under goal.*
- In FY 2023-24, the program experienced staff transitions and operated with only two of five team members for over 6 months. They hope to be fully staffed by the beginning of autumn.

CD-2.7 Seniors/Disabled Adults: Meals on Wheels Diablo Region – Meals on Wheels (CDBG \$10,000 allocated/expended) Program delivers seven nutritious meals each week to frail, home bound seniors and disabled adults to help them live at home in safety, comfort, and with dignity for as long as they can. Seniors benefit from daily health and wellness checks from volunteer drivers and ongoing client monitoring through in-home visits by outreach workers.

- CDBG Goal 330, Served 277 (84%) *Under goal*
- In FY 2023-24, after increasing their goal from 250 to 330 during the pandemic, the effect of rising gas prices, inflation and other factors reduced the number of volunteer drivers, which contributed to serving fewer than expected. Additionally, more seniors seem to be eating at congregate Senior Center meal sites post pandemic.

CD-3: Youth. Increase opportunities for children/youth to be healthy, succeed in school, and prepare for productive adulthood.

CD-3.1 Bay Area Crisis Nursery (CDBG \$10,000 allocated/expended). Program provides short-term residential shelter services and emergency childcare for children ages birth through five years of families experiencing crisis, and monthly respite/stress

breaks for 1-3 days for families at risk of child abuse.

- Goal 15, Served 42 (280%) *Significantly exceeded goal.*
- In FY 2023-24, demand continued to rise, stretching resources. Agency provided 8,831 hours of care, 282 days of emergency childcare, and 268 overnight safe stays for children living in Antioch.

CD-3.2 Community Violence Solutions – Child Sexual Assault Intervention (CDBG \$10,000 allocated and expended). Program provides child sexual assault and physical abuse victims aged 2-17 years and their non-offending family members services including forensic interview, advocacy, case management, and mental health services.

- Goal 65, Served 37 (57%) *Under goal. High turnover in law enforcement led to fewer referrals to the Children’s Interview Center (CIC). Agency is training new detectives in the Contra Costa protocols to increase referrals.*
- In FY 2023-24 the CIC staff had time to participate in a number of specialized trainings, and also provided trainings to Children and Family Services social workers, nurse examiners, Sexual Assault Response Team (SART) members, and first responders and detectives.

CD-3.2 Court Appointed Special Advocates – Advocacy for Youth at Risk (CDBG \$10,000 allocated, \$9,999.93 expended). Program provides advocacy, mentoring and representation services to abused and neglected children who are wards of the County Juvenile Dependency Court to improve access to social services, health care, therapeutic services and a safe and permanent living situation.

- Goal 40, Served 65 (163%) *Exceeded goal.*
- In FY 2023-24, 100% of CASA foster youth completed high school (far higher than the foster youth population without CASA volunteer advocates.) They also have a much higher rate of pursuing post-secondary education such as college or trade/vocational school.

CD-4: Fair Housing. Continue to promote fair housing activities and affirmatively further fair housing to eliminate discrimination in housing choice in the City of Antioch.

CD-4.1 City of Antioch– Fair Housing Services (CDBG-CV \$25,000 allocated, \$8,051.33 expended). Program investigates complaints of alleged housing discrimination and provides fair housing counseling services, including advice, mediation, testing/audits to uncover discrimination, training to housing providers, and outreach and education to residents and landlords.

- Goal 25 cases, Served 29 (116%) *Met goal.*
- In FY 2023-24, Fair Housing and Tenant/Landlord services were brought in-house using residual CDBG-CV funds and a full-time staff hired mid-year. Types of cases seen were discrimination based on disability/reasonable accommodation, which remain the greatest number of cases, as well as those based on race and source of income. Staff and the Mayor promoted Fair Housing month with a proclamation and held a Fair Housing drawing contest with prizes to support, publicize, and educate Antioch residents about Fair Housing rights.

CD-5: Tenant/Landlord Counseling. Support the investigation and resolution of disagreements between tenants and landlords and educate both as to their rights and

responsibilities, so as to help prevent people from becoming homeless and to ensure fair housing opportunity.

CD-5.2 **City of Antioch – Tenant/Landlord Counseling Services** (CDBG-CV \$100,000 allocated, \$83,532.54 expended). Program provides landlord/tenant counseling services and legal services to Antioch tenants and landlords on their rights and responsibilities under federal, state and local housing laws.

- Goal 150, Served 166 (111%) *Met goal*
- In FY 2023-24, counseling services provided primarily addressed evictions (32%), return of deposit (5%), harassment (4%), repairs and habitability (17%), rent increases (14%), and other issues (27%). Of the 166 cases, 68% were women and 32% were male. About 20% of the women had minor children, and 30% of all cases had children under the age of 18 in the household. Disabled households accounted for 5% of cases.
- The focus throughout the year was on Outreach to let residents know of the change in service provider to the City with numerous tabling sessions, housing clinics, and distribution of flyers in English and Spanish. Outreach successfully reached Antioch's diverse population. Black households comprised 51% of those served, although only 21% of Antioch's population. Hispanic households were served by a native speaker in Spanish as needed and were 27% of cases, 36% of Antioch's population. Asian residents comprise 14% of Antioch's population, but only 4% of cases.
- Over 66% of tenant services benefited those with extremely low incomes, with 16% having incomes that are considered by HUD to be very low-income, and 7% were low income. 10% either declined to state their income or had incomes greater than 80% of the area median.

Economic Development (CD-6)

CD-6: Economic Development. Reduce the number of persons with incomes below the poverty level, expand economic opportunities for very low- and low-income residents, and increase the viability of neighborhood commercial areas.

CD-6.1 **COCOKids – Road to Success for Childcare Businesses** (CDBG \$20,000 allocated/expended). Program benefits lower income residents by providing microenterprise assistance for those who want to maintain or start stable small businesses as licensed home-based family childcare providers.

- Goal 18, Served 21 (117%) *Exceeded goal*.
- In FY 2023-24 agency served 10 retention and 11 new microenterprises and worked with 18 potential microenterprises in the process of becoming licensed in Antioch. Challenges included increased waiting periods with CA Dept of Social Services which licenses the businesses, as well as difficulties that Spanish and other language-speaking clients experience with the state licensing agency and in obtaining some trainings required for their license which are not provided in their language.

CD-6.2 **Monument Impact – Emerging Business Support Program** (CDBG \$20,000 allocated/\$19,996.68 expended). Program assists Latinx immigrants to formalize and license their small, family-owned businesses by providing highly individualized services

that address the language, technology and financial barriers that immigrant entrepreneurs face.

- Goal 6, Served 4 (67%) *Short of goal.*
- In FY 2023-24, the agency utilized \$5,000 of the budget to provide grants to developing businesses for purchase of needed tools or supplies to start their microenterprises. The biggest challenge they face in Antioch is the requirement of property owner consent for renter home-based businesses. This impacts establishing businesses like landscaping, handyman, or maid businesses, even though they are not conducted at the home, and greatly reduces the number of businesses that can launch.

CD-6.3 **Opportunity Junction – Job Training and Placement Program** (CDBG \$60,000 allocated/expended). Program helps motivated job seekers develop the skills and confidence to enter careers in the administrative field by providing three sessions of 12-week intensive training in both the required technical skills to succeed in administrative roles and the life skills needed to thrive in a contemporary workplace. It also includes a post-training internship and lifetime alumni services. All graduates are hired into a paid work experience for up to 4 months upon graduating. Program trains and places graduates into 14 employer partner businesses with contracts to hire, providing residents with administrative careers that enable them to become self-sufficient.

- Goal 2, Served 3 (150%) *Exceeded goal.* *NOTE: A total of 20 Antioch residents were enrolled in training and 17 graduated and went on to work. Three graduates were placed in businesses with a HUD-required hiring contract to hire Opportunity Junction graduates.*
- In FY 2023-24, all three HUD placements went to full-time jobs, of which two of the three had employer-sponsored health care benefits. the average wage was \$23/hr.

CD-6.4 **Renaissance Entrepreneurship Center – Microenterprise Development** (CDBG \$20,000 allocated/expended). Program serves English and Spanish speaking low-income residents with intensive small business training, classes, individual consulting, network development, and access to capital services to develop the business skills and acumen, and access the resources and networks needed to create thriving small businesses.

- Goal 15, Served 38 (253%) *Significantly exceeded goal.*
- In FY 2023-24, based on agency's annual Entrepreneur Tracker survey, participants will, on average, generate \$162,385 in gross annual revenues, increasing their household income by 61% and create employment for themselves and one to three additional residents.

Infrastructure & Public Facilities for Homeless/Emergency (CD-7 & CD-8)

CD-7: Infrastructure and Accessibility: Maintain adequate infrastructure in lower income areas and ensure access for the mobility-impaired by addressing physical access barriers to goods, services, and public facilities in such areas.

The Downtown Roadway project for FY 2023-24 was cancelled and the funds reallocated by a Special Amendment to the FY 2024-25 Action Plan to support land purchase by Hope Solutions for affordable housing production.

Administration (CD-9)

CD-9: Administration. Support the development of viable urban communities through extending and strengthening partnerships among all levels of government and the private sector and administer federal grant programs in a fiscally prudent manner.

CD-9.1 **City, Administration of CDBG Program** (CDBG- \$165,194 allocated, \$135,519.79 expended) Program supports the development of viable urban communities through extending and strengthening partnerships among all levels of government and the private sector and administering federal grant programs in a fiscally prudent manner.

- In FY 2023-24 City CDBG administration funding continued to support Antioch nonprofits with web assistance to bring their websites into compliance with newest standards for disability access, and to add language translation to sites.

Affordable Housing Goals and Strategies (AH-1 – AH-3)

AH-3: Maintain and Preserve Affordable Housing. Maintain and preserve the existing affordable housing stock, including single family residences owned and occupied by lower-income households, multi-family units at risk of loss to the market, and housing in deteriorating or deteriorated lower income neighborhoods.

AH-3.1 **Bay Area Affordable Homeownership Alliance – Antioch Home Ownership Program (AHOP)** (HS \$60,000 allocated \$26,975 expended). Program helps lower income Antioch renters, employees of Antioch businesses, and others become Antioch homeowners by providing HUD approved homebuyer education (8 hrs.) and counseling, reviewing applications, assistance to identify down payment subsidies, and connection with lenders.

- Goal 5 loans, 0 loans completed.
- In FY 2023-24, BAAHA continued outreach and secured 63 additional applications for AHOP, of which 21 were eligible to secure AHOP funding, and 7 instructed to move forward and reserve AHOP subsidy. After securing AHOP funding, buyers should then begin their Antioch home search. Once a home has been found, AHOP requires 30 to 45 days to close a transaction.
- Five households entered into a purchase contract prior to securing AHOP approval. The purchase contracts for these non-approved AHOP buyers had between 15 to 30 days remaining to close the transaction. Due to the requirement to extend the duration of time to close the transaction, the parties involved in these transactions were either not able or willing to secure AHOP funding. One AHOP preapproved buyer entered into a contract but decided not to purchase the home.
- BAAHA worked hard this year to prepare participating households and real estate professionals to successfully work with the AHOP program, including 1) a higher level of support and guidance provided to real estate professionals and households; 2) greater emphasis to secure AHOP subsidy approvals prior to households starting their home search; and 3) interacting directly with homebuyer households and landlord/tenants to promote the sale of a rented property to the tenant.

AH-3.3 **Habitat for Humanity – Homeowner Housing Rehabilitation** (HS \$510,000 allocated, \$413,702.32 expended). Project helps lower income single-family homeowners to rehabilitate their homes and improve accessibility and livability, especially for elderly and disabled homeowners.

- Goal was 10 grants, 3 loans. Agency made 12 grants, 3 loans funded and 3 loans completed with 4 other loans committed and at various stages. Total amount of loans funded in FY 23-24 = \$309,250 (Since program inception in FY 21-22, 8 loans have been committed totaling \$534,250, and 4 loans completed totaling \$160,104.80).
- In FY 2023-24, the program is surging with great acceptance and demand. The majority of loan and grant recipients have been disabled seniors.

FY 2020-25 Consolidated Plan Summary

As of the close of FY 23-24, the City and its nonprofit partners have served a total of 67,692 persons, of which 7,674 were served in FY 23-24. Agencies on a whole have exceeded their service goals, attaining 135% of goal over the Consolidated Plan and 185% this past year.

The Antioch City Council has prioritized providing community grants to benefit those with the lowest incomes who are most vulnerable, especially those with incomes that are at 30% or below of the area median income (AMI). An analysis was conducted on services utilized by household income and race/ethnicity. In FY 23-24, 78% of persons served had household incomes of 30% or less than the area median income (AMI), 19% had incomes between 31-50% AMI, and 3% had incomes between 50-80% AMI. Data conclusively shows that community grant funding is serving those in the lowest income categories, with **97% of those receiving services having incomes less than half of the area median income** for the Oakland/Fremont Metropolitan Area.

Equity Analysis - Comparing persons served over the year by race and Hispanic ethnicity shows similar ratios of persons served to the Antioch population with the following exceptions:

- **Hispanic/Latino/Latina** is a subset of all the other races. In Antioch, Hispanic residents comprise 36.4% of the population. Yet they only access services at a rate of 16.2% over the ConPlan period, and 17.3% in FY 23-24 which is disproportionally low. In CDBG-funded services, the rate is much higher, with 33.7% of those accessing services being Hispanic, which is relatively proportional.
 - In Other services which includes Homeless services, the rate is much lower, at 11%. In the 2024 homeless PIT count, Hispanics account for 15% of all persons experiencing homeless on a particular night and 20% across CoC services. For those Hispanics who are homeless, 73% access Crisis Response services.
 - When separating out Fair Housing and Tenant/Landlord services, 26.3% of services are provided to Hispanic residents, which is still disproportionally

low. Of Fair Housing complaints and inquiries, 6 cases were brought forward by Hispanic residents, one of which involved three of the protected classes. The only two Race complaints were brought forward by Hispanic residents, and five concerned disability (3 mental and 1 physical disability). One case with multiple allegations also involved gender.

- Looking at Economic Development activities, we see some good news: job training and microenterprise development by Hispanic residents reached 39.4%. Since COVID, the City added two nonprofits that specialize in microenterprise development in the Hispanic community, and they have been effectively reaching this targeted population.
- **African American/Black** residents represent 20.9% of the City's population and over the ConPlan period are 32.8% of those served, which is disproportionally high (+12.8%). In 23-24 they represented 34.8% of all served, which is a difference of 13.9%, higher still. However, they are only 25.4% of those served with CDBG funds.
 - Black residents receive homeless related services at 38.4%, the highest rate of all races except for the Other Mixed race category (32.3%). The 2024 Homeless Point In Time (PIT) count for Contra Costa County shows that Blacks made up 33% of the homeless population countywide. Of the three types of homeless services – Prevention and Diversion, Crisis Response, and Permanent Housing, African Americans predominantly access Crisis Response at 69%.
 - In Fair Housing and Tenant/Landlord services, the rate of access for Black residents is even more disproportionately high, at 43% and 51.2% respectively. Of those served with Fair Housing and Tenant/Landlord services, 70% have extremely low incomes (0-30% of the area median income.) Over 71% of Fair Housing complaints were about physical disabilities (39%), and mental disabilities (32%) and usually concern reasonable accommodation. Two cases alleged racism and were both brought forward by Hispanic residents. Most of the Tenant/Landlord complaints are about eviction assistance, repairs and habitability, and rent increases (prior to the rent stabilization ordinance predominantly).
- **Asian** residents comprise 13% of the population in Antioch, but have received only 2.1% of ConPlan services to date, which is disproportionally low (10.9% below their occurrence in the population.) In FY 23-24 Asians received only 1% of all services, with 0.8% in CDBG funds and 1.1% in Other funds.
 - Historically, Asians have only comprised about 2% of the homeless population in Contra Costa County and the services they are more likely to

access are prevention and diversion (27% of the 2% accessed this type of homeless service.)

- One identified challenge in outreach to Asian residents in Antioch is the variety of languages spoken. The predominant Asian language in Antioch is Tagalog; yet in CDBG outreach in FY23-24 conducted by native Tagalog-speaking CDBG staff at local Asian supermarkets yielded no one that did not also speak English. This seems to validate what other agencies are reporting about the Tagalog-speaking residents, so it may be newer immigrants from other Asian countries, such as China, who are not being reached and made aware of government sponsored services.
 - Brainstorming with a variety of Asian residents suggests that several other factors may contribute to lower levels of services. These include cultural differences in taking care of family and elders, distrust of government and larger systems, pride, and looking for help within their community.
 - Finding a more effective means of outreach to a variety of Asian speaking residents will likely become a new focus for the Contra Costa HOME/CDBG Consortium.

General Conclusions by Race and Ethnicity

- **Hispanic. The most significant disparity in service utilization remains Hispanic residents**, who access services at a significantly lower rate than their proportion in Antioch's population. At this point, all nonprofits contracted by the City of Antioch to serve residents have Spanish-speaking staff on board, have all outreach materials translated into Spanish, and have websites that can be translated into various languages including, at minimum, Spanish and Tagalog.
 - Most effective at addressing this significant service disparity has been bringing on services specifically targeting the Hispanic population. Economic Development activities were mentioned above. The City also began funding RotaCare Health Clinic two years ago, which targets persons who do not have any health care insurance. Of the 322 clients they served, 76% were Hispanic.
 - Focus groups with service providers and clients list various factors that can play a part in lower service utilization. These include language barriers in outreach and service delivery which still remain, fear of authorities due to immigration status, lack of access to computers and internet, and cultural norms of family caring for its elderly (which affects Hispanic representation in senior/disabled services). Another factor is that some types of services (such as some health care, disabled/senior care facilities and adult day health care programs) are

- funded primarily through sources that require US citizenship for the benefits, so this may exclude some Hispanic residents.
- Effectively reaching Hispanic residents in Spanish with services they need which are delivered in Spanish is an area for growth in the coming Consolidated Plan throughout the Consortium.
 - **Asian. Asian residents also access all services at a much lower rate** than their proportion in the City's population, although they are a far smaller population. The Asian category is comprised of many different groups with different languages, which adds further challenges to outreach and service provision. In Antioch, the foremost Asian group is primarily Tagalog speaking, with smaller populations of Cantonese and Mandarin speaking, and even smaller groups of Korean and Vietnamese speaking persons.
 - In focus groups with agencies to discuss outreach to Asian residents, the low rate of service utilization is likely to be the result of a combination of factors. These include: inadequate outreach in their language of origin and with trusted messengers of their culture (this is viewed as more of an issue in the Chinese culture, as Tagalog-speaking residents seem to be more assimilated and usually have English-speaking family members); higher household incomes than other racial groups; multi-generational family structure; and cultural differences such as caring for family members and elders at home. Or they may have access to other resources due to multi-generational family structures.
 - It is also clear that nonprofit service providers do not have adequate outreach materials and staff to reach the variety of Asian languages. A number of agencies have outreach materials in Simplified Chinese, but very few have staff fluent in Mandarin or Cantonese, let alone Korean, Vietnamese and other languages. Hiring Asian-speaking staff has been difficult, agencies say, especially so in a challenging hiring environment post-COVID. Again, finding agencies that are trusted messengers to deliver services would be optimal, but they remain elusive in Contra Costa County.
 - **African American/Black. African American residents access all services at a higher rate than their proportion in the Antioch population.** Historic patterns of inequity and discrimination are major contributors to the result of extreme poverty of many African American households. Those who are also experiencing physical or mental disabilities access Fair Housing and Tenant/Landlord services at a rate double that of any other race.
 - However, Black residents also accessed Economic Development activities, participating in job training and microenterprise development, at the highest rate of any race, at 48.5% of those accessing this type of services. While they

are closest to their proportion of the population in Senior services at 25.3% and all other CDBG-funded services at 24.6%, the extremely low incomes often experienced lead many Black households to experience housing instability.

Concentrating on reducing barriers to adequate income for Black households, as well as helping to promote housing stability through continuation/expansion of rental assistance are two important steps that the City can take to reduce the need of households to access homeless services. **Public Comment.** As of the writing of this report, no public comment has been received on the CAPER from the Public Notice that was published on 8/24/2024 for a 15-day public comment period.

Council is asked to consider all public comments, and the CAPER will be submitted with public comments to HUD at the end of September.

ATTACHMENT


None

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 10, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Scott Buenting, Acting Public Works Director/City Engineer 

APPROVED BY: Kwame P. Reed, Acting City Manager

SUBJECT: Receive Report on Utility Revenue Requirements and Adopt Resolution Setting Public Hearing for Water Charge Increases for November 12, 2024, and Authorizing Distribution of Proposition 218 Notices

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution setting a Public Hearing on proposed Water Service Charge adjustments and authorize the distribution of Proposition 218 notices addressing proposed adjustments and notifying owners of the public hearing on this issue.

FISCAL IMPACT

The proposed adjustments will ensure adequate Water Enterprise funds for the City's projected operations and capital expenditures.

DISCUSSION

Background

The City of Antioch currently provides water to a population of more than 115,000, covering an estimated 29 square miles of developed and undeveloped land. In compliance with the California Constitution and other state laws, the Water Rates and Capacity Charges Study analyzes the adequacy of the revenues from rates to meet the projected expenditures of the water enterprise fund to determine whether revenues will be adequate to cover operating and maintenance costs as well as needed capital costs and meeting target reserve levels.

The City obtains raw water supplies from two primary sources: the Contra Costa Canal and the San Joaquin/Sacramento Rivers.

The City owns and operates a 38 million gallons per day (MGD) water treatment facility along with water storage facilities, chlorination facilities, and booster pumping stations and the City's 6 MGD brackish water desalination facility is nearing completion. Public Works personnel maintain approximately 387 miles of water main; 34,368 meters and

service connections; and 5,408 backflow prevention devices; repair and flush approximately 3,901 fire hydrants; exercise system valves; administer a water conservation program; and staff an alternative work shift and 24-hour Stand-by program that responds to emergency after hour calls for service 365 days/year. Staff prepares and submits mandatory monthly and annual reports to California's State Water Resources Control Board.

Utility fee calculations are based on the cost of operation and maintenance expenses (including labor, utilities, supplies and materials), legal requirements, capital expenditures for infrastructure, and adequate reserves for meeting capital and operational needs. This rate increase addresses the rising costs of treating water and the need to meet increasing mandates from both Federal and State agencies. The City is committed to proactively improving and maintaining our aging systems while providing excellent services at all levels within our programs. The City is recommending annual rate adjustments in monthly commodity and service charges for both programs.

The City's last water rate study along with associated rates for five fiscal years was adopted in 2015. The rates, fees and charges adopted for this period were designed to provide adequate funding for the Water Enterprise and Water Improvement funds to develop and maintain the City's water infrastructure. Water rates have remained unchanged for the previous four years.

This Draft *Water Utility Cash Flow Evaluation and Rates Study* analyzes the adequacy of the revenues from rates to meet the projected expenditures of Water Enterprise funds to determine whether revenues will be adequate to cover operating and maintenance costs as well as needed capital costs and meeting target reserve levels.

Water Rates - Proposed Rate Structure (Table 1):

The proposed water rate structure has two components:

1. A monthly meter service charge which varies by meter size; and
2. A quantity rate for actual metered water usage in each of four elevation zones. Quantity rates increase for higher elevation zones as a result of additional electricity costs associated with pumping water to higher elevations.

Most single family customers have a $\frac{5}{8}$ x $\frac{3}{4}$ -inch meter. Average monthly water use for single family customers has decreased from 15 hundred cubic feet (HCF) (about 370 gallons per day) to 13 HCF (about 320 gallons per day). In 2015, two-tier quantity rates were established and this study maintains those tiers in order to promote continued water conservation.

Table 1:

| Water Rates | <i>effective dates ></i> | Current | | Recommended Five-Year Rate Plan | | | |
|--------------------------------------|-----------------------------|--------------------|--------------------|---------------------------------|--------------------|--------------------|--------------------|
| | | FY24 | FY25 | FY26 | FY27 | FY28 | FY29 |
| | | 7/1/2019 | 1/1/2025 | 7/1/2025 | 7/1/2026 | 7/1/2027 | 7/1/2028 |
| Quantity Rates, \$/HCF | | | | | | | |
| Non-Single Family | | | | | | | |
| Zone I | | \$4.44 | \$4.45 | \$4.72 | \$5.03 | \$5.37 | \$5.73 |
| Zone II | | \$4.55 | \$4.57 | \$4.89 | \$5.28 | \$5.67 | \$6.09 |
| Zone III | | \$4.65 | \$4.80 | \$5.22 | \$5.76 | \$6.25 | \$6.79 |
| Zone IV | | \$4.86 | \$5.26 | \$5.89 | \$6.73 | \$7.41 | \$8.18 |
| Single Family & Senior | | | | | | | |
| Tier 1 | | <i>0 - 12 HCF</i> | <i>0 - 12 HCF</i> | <i>0 - 12 HCF</i> | <i>0 - 11 HCF</i> | <i>0 - 10 HCF</i> | <i>0 - 10 HCF</i> |
| Zone I | | \$3.78 | \$3.90 | \$4.14 | \$4.42 | \$4.72 | \$5.05 |
| Zone II | | \$3.89 | \$4.02 | \$4.31 | \$4.67 | \$5.02 | \$5.41 |
| Zone III | | \$3.99 | \$4.25 | \$4.64 | \$5.15 | \$5.60 | \$6.11 |
| Zone IV | | \$4.20 | \$4.71 | \$5.31 | \$6.12 | \$6.76 | \$7.50 |
| Tier 2 | | <i>> 12 HCF</i> | <i>> 12 HCF</i> | <i>> 12 HCF</i> | <i>> 11 HCF</i> | <i>> 10 HCF</i> | <i>> 10 HCF</i> |
| Zone I | | \$6.22 | \$6.34 | \$6.70 | \$7.11 | \$7.57 | \$8.07 |
| Zone II | | \$6.33 | \$6.46 | \$6.87 | \$7.36 | \$7.87 | \$8.43 |
| Zone III | | \$6.43 | \$6.69 | \$7.20 | \$7.84 | \$8.45 | \$9.13 |
| Zone IV | | \$6.64 | \$7.15 | \$7.87 | \$8.81 | \$9.61 | \$10.52 |
| Meter Service, \$/meter-month | | | | | | | |
| ¾ x ¾-inch | | \$24.40 | \$24.90 | \$26.10 | \$27.90 | \$31.00 | \$34.40 |
| 1-inch | | \$55.00 | \$56.10 | \$58.90 | \$63.00 | \$69.80 | \$77.60 |
| 1½-inch | | \$105.00 | \$107.00 | \$113.00 | \$120.00 | \$133.00 | \$148.00 |
| 2-inch | | \$165.00 | \$168.00 | \$177.00 | \$189.00 | \$209.00 | \$233.00 |
| 3-inch | | \$305.00 | \$311.00 | \$327.00 | \$349.00 | \$387.00 | \$430.00 |
| 4-inch | | \$506.00 | \$516.00 | \$542.00 | \$579.00 | \$642.00 | \$714.00 |
| 6-inch | | \$1,008.00 | \$1,030.00 | \$1,080.00 | \$1,150.00 | \$1,280.00 | \$1,420.00 |
| 8-inch | | \$1,610.00 | \$1,640.00 | \$1,730.00 | \$1,840.00 | \$2,040.00 | \$2,270.00 |
| 10-inch | | \$2,312.00 | \$2,360.00 | \$2,480.00 | \$2,650.00 | \$2,930.00 | \$3,260.00 |
| 12-inch | | \$3,315.00 | \$3,380.00 | \$3,550.00 | \$3,790.00 | \$4,210.00 | \$4,670.00 |

The first-tier quantity rate applies to water use equal to or below average monthly water use; the second-tier quantity rate applies to above average water use. All other customers (those shown as “Non-Single Family” in the chart above including multi-family, industrial, commercial, etc.) have a uniform increased quantity rate that applies to the applicable elevation zone.

Implementation of the proposed increases requires the City to notify property owners of a public hearing to review proposed increases a minimum of 45 days prior to the public hearing consistent with Proposition 218. The public hearing to consider the water service charge adjustments is proposed for November 12, 2024. The public hearing must consider all protests to the proposed water service charge adjustments. At the conclusion of the public hearing, the Council may adopt revised water service charge adjustments assuming that the total protests received represent less than the majority of properties. The notices include the proposed increases for the next five fiscal years. Draft notices are provided for Council approval as Attachment D.

Staff's Recommended Timeline

- September 10, 2024: Council accepts draft report and authorizes mailing of the Proposition 218 Notice of Public Hearing on proposed adjustments to water charges.
- November 12, 2024: Council accepts the Draft study on Water Rates and conducts Public Hearing and votes on adopting Resolution Authorizing Water Rate Increases.
- January 1, 2025: New water rates are implemented.

ATTACHMENTS

- A. Resolution Declaring the Intention to Increase the City's Water Rates
- B. PowerPoint Presentation
- C. Preliminary Draft Water Utility Cash Flow Evaluation and Rates Study from Pavletic Consulting LLC
- D. Copy of Proposed Notice of Public Hearing

ATTACHMENT "A"

RESOLUTION NO. 2024/xxx

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
DECLARING THE INTENTION TO AMEND THE MASTER FEE RESOLUTION
AND INCREASE THE AMOUNTS OF THE CITY'S WATER SERVICE
CHARGES AND SETTING PUBLIC HEARING**

WHEREAS the Antioch Municipal Code provides for the collection and remitting of water service charges;

WHEREAS in compliance with Article XIID of the California State Constitution and the Proposition 218 Omnibus Implementation Act, the City of Antioch is hereby notifying all affected property owners of the proposed water service charge changes; and

WHEREAS the City engaged the services of Pavletic Consulting LLC to provide a report on revenue requirements, cost of service allocations, and rate design for the water utilities.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Antioch as follows:

1. Notice is hereby given that a Public Hearing will be held on November 12, 2024, at 7:00 p.m. The City Council will conduct the public hearing on the proposed water service charge adjustments. At the time of the public hearing the City Council will hear and consider all protests and objections concerning these matters and will consider and may adopt the proposed increased charges.
2. Customers-of-Record, as defined under Proposition 218 may comment on the proposed fees in writing prior to or orally during the public hearing. Consistent with the provisions of Proposition 218, a notice will be mailed to all customers-of-record of the City's Municipal Water System to the current billing address as they appear on the application for water service. If you are a customer-of-record and wish to protest fees as described in the Notice, then you must submit a written protest with the Public Works Department, 1201 West 4th Street, Antioch 94509, P.O. Box 5007, Antioch, California, 94531-5007 at any time prior to the conclusion of the public hearing on November 12, 2024. Only one protest will be counted per parcel.
3. The City Clerk is hereby directed to publish the Resolution of Intention two times as a public hearing notice in the Contra Costa times, as required by law.

RESOLUTION NO. 2024/xxx

September 10, 2024

Page 2

A copy of the report on the Draft Water Utility Cash Flow Evaluation and Rates Study is available for inspection at City Hall, 200 H Street, Antioch.

The meeting facility is accessible to people with disabilities. Auxiliary aides will be made available, upon request in advance, for persons with hearing or vision disabilities.

* * * * *

I **HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 10th day of September, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

A2

ATTACHMENT "B"

*Presentation to the City of Antioch
September 10, 2024*



Water Rates Study

Findings and Recommendations

B1

Study Objectives

- Ensure adequate cash for projected operations and capital expenditures, debt payments, and debt service coverage requirements
- Ensure sufficient funding levels for target fund balances (minimum 180 days of operating expenses)
- Evaluate changes to the water rates structure for the quantity rate Tier 1/Tier 2 break point
- Compare rates and customer bills to those of nearby municipalities
- Evaluate City water rates for the prior 16 years

B2

Source Data

- City of Antioch 2023-25 Operating Budget and updates
- City Five-Year Enterprise Capital Improvement Program projected expenditures
- City Utility Billing System data for water use and number of meters by customer classes and elevation zones
- City Annual Comprehensive Financial Reports

B3

Methodology

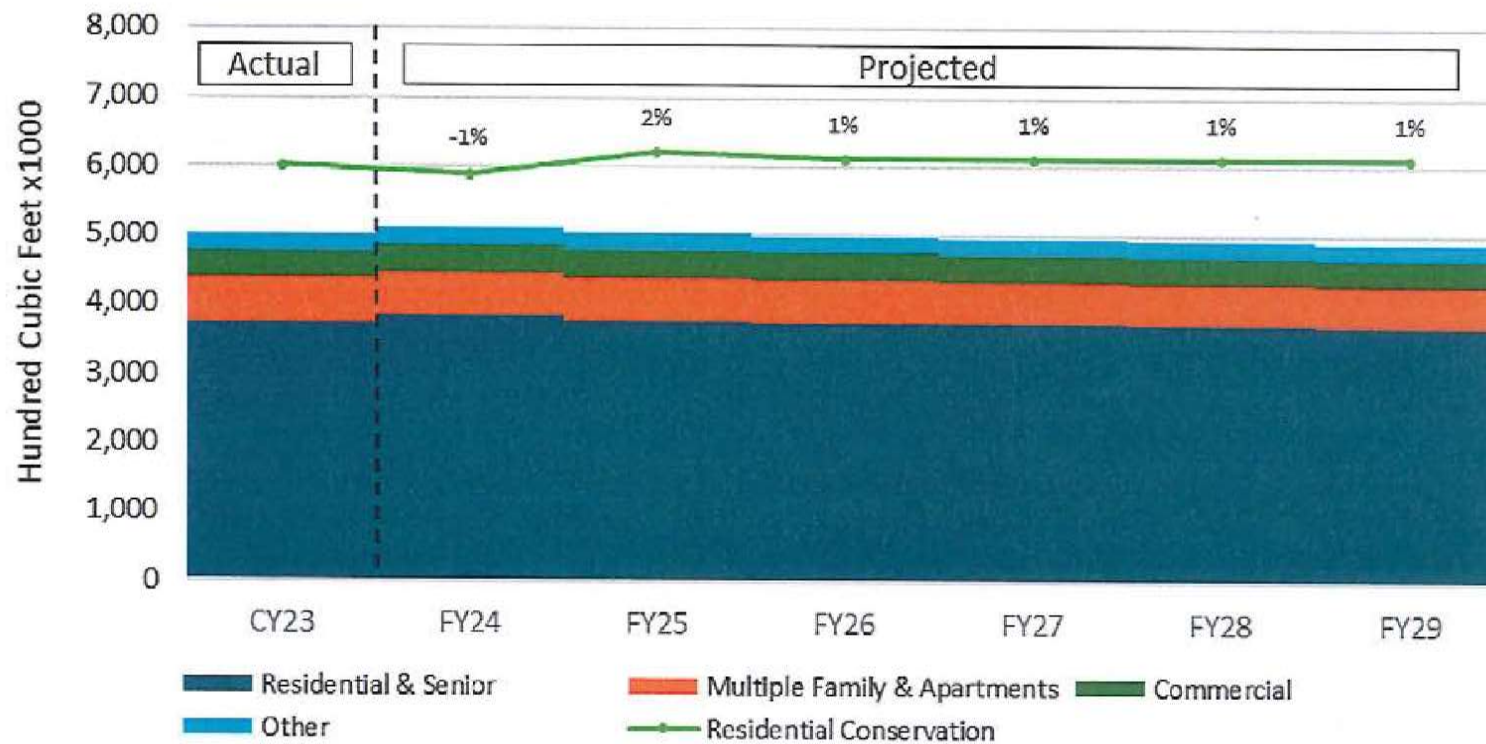
- State of California Article XIIID, Section 6(b)(3):
« ...fees [rates] shall not exceed the proportional cost of the service attributable to a parcel.”
- American Water Works Association (AWWA) *Manual of Water Supply Practices M1, Principles of Water Rates, Fees and Charges, 6th Edition*
 - Revenue requirements
 - Cost of service allocations
 - Rate structures

Water Use CY23 – FY29

One HCF = hundred cubic feet = ~748 gallons

Projected water use changes:

- ~1 percent increases from CY23 to FY24
- ~2 percent decrease from FY24 to FY25
- ~1 percent decrease per year from FY25 to FY29



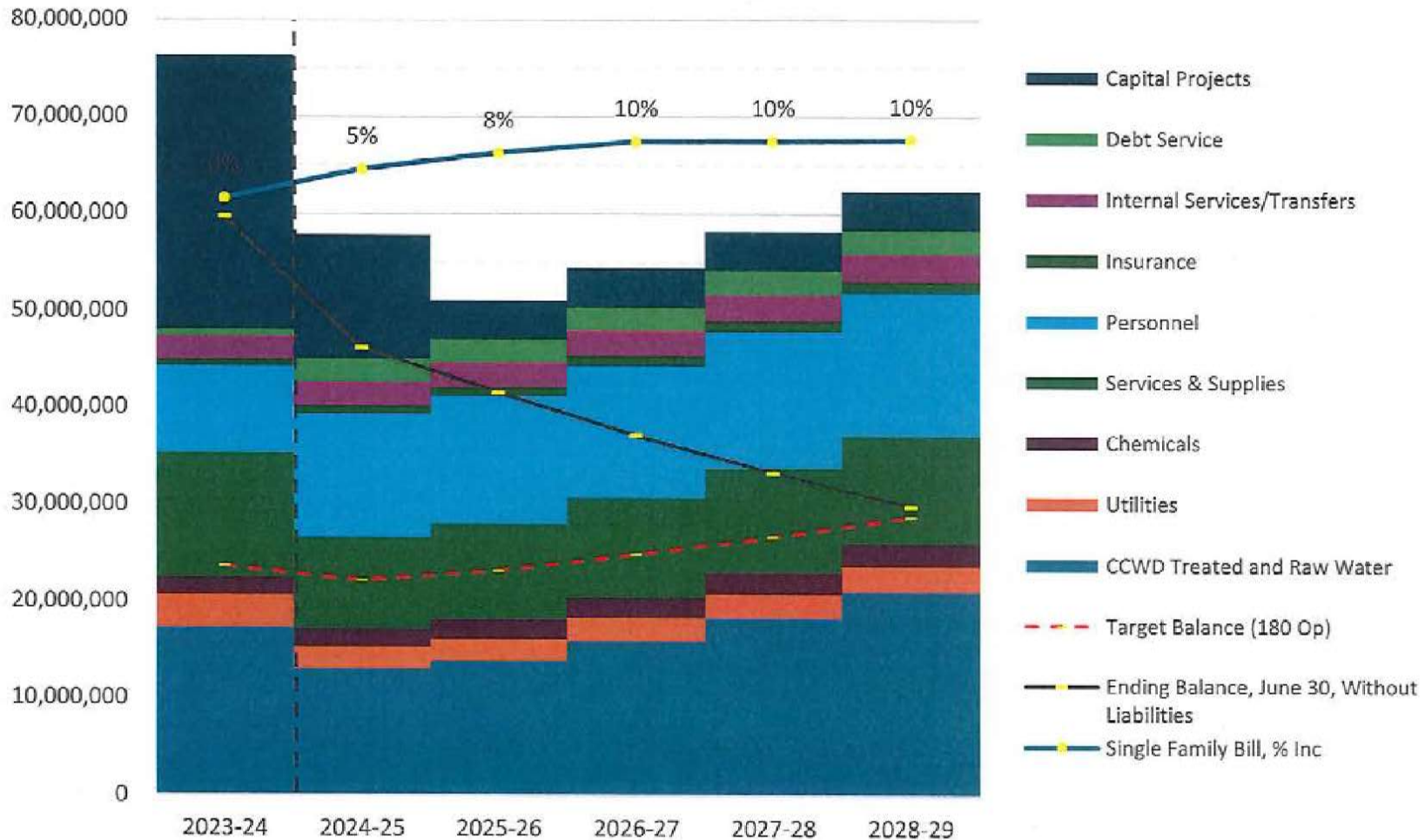
BS

Water Enterprise Fund 611 Overview

- FY25 – FY29 projected expenditures \$283.6 million
 - CCWD & Contracts \$81.8 million (29%)
 - Personnel \$68.2 million (24%)
 - Services & Supplies \$51.5 million (18%)
 - Utilities & Chemicals \$22.8 million (8%)
 - Insurance, Transfers, and Internal Services \$18.3 million (7%)
 - Capital Improvement Projects \$28.7 million (10%)
 - Debt Service \$12.3 million (4%)
- FY25 – FY29 projected revenues (\$253.6 million)
 - Charges for services \$226.2 million (89%)
 - Other \$27.4 million (11%)
 - \$30.0 million use of fund balance

B/C

Water Fund 611 Cash Flow and SF Monthly Bill



87

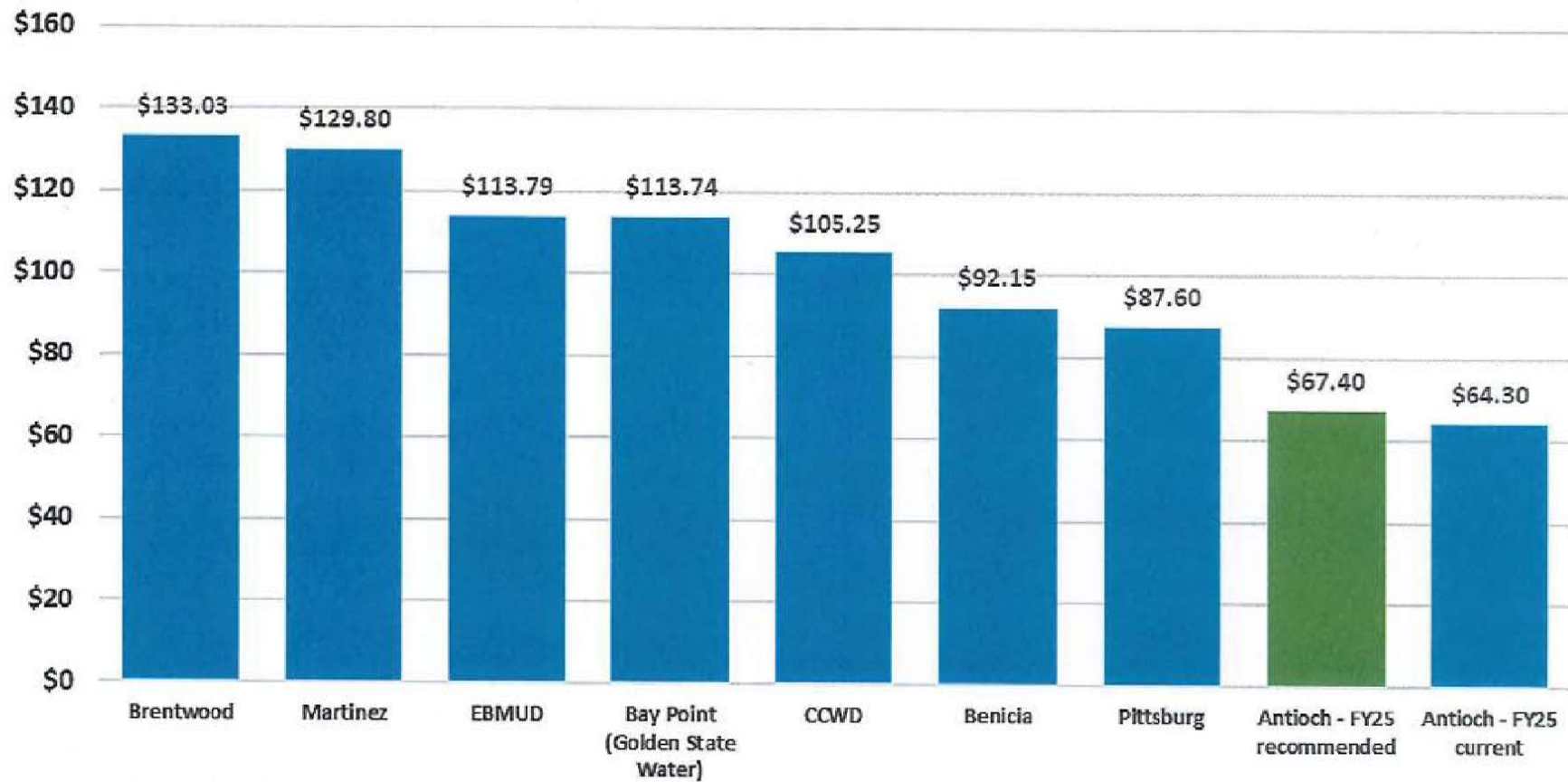
Current and Recommended Water Rates

Table for Proposition 218 Notice of Public Hearing

| Water Rates | effective dates > | Current | Recommended Five-Year Rate Plan | | | | |
|--------------------------------------|-------------------|--------------------|---------------------------------|--------------------|--------------------|--------------------|--------------------|
| | | FY24 | FY25 | FY26 | FY27 | FY28 | FY29 |
| | | 7/1/2019 | 1/1/2025 | 7/1/2025 | 7/1/2026 | 7/1/2027 | 7/1/2028 |
| Quantity Rates, \$/HCF | | | | | | | |
| Non-Single Family | | | | | | | |
| Zone I | | \$4.44 | \$4.45 | \$4.72 | \$5.03 | \$5.37 | \$5.73 |
| Zone II | | \$4.55 | \$4.57 | \$4.89 | \$5.28 | \$5.67 | \$6.09 |
| Zone III | | \$4.65 | \$4.80 | \$5.22 | \$5.76 | \$6.25 | \$6.79 |
| Zone IV | | \$4.86 | \$5.26 | \$5.89 | \$6.73 | \$7.41 | \$8.18 |
| Single Family & Senior | | | | | | | |
| Tier 1 | | <i>0 - 12 HCF</i> | <i>0 - 12 HCF</i> | <i>0 - 12 HCF</i> | <i>0 - 11 HCF</i> | <i>0 - 10 HCF</i> | <i>0 - 10 HCF</i> |
| Zone I | | \$3.78 | \$3.90 | \$4.14 | \$4.42 | \$4.72 | \$5.05 |
| Zone II | | \$3.89 | \$4.02 | \$4.31 | \$4.67 | \$5.02 | \$5.41 |
| Zone III | | \$3.99 | \$4.25 | \$4.64 | \$5.15 | \$5.60 | \$6.11 |
| Zone IV | | \$4.20 | \$4.71 | \$5.31 | \$6.12 | \$6.76 | \$7.50 |
| Tier 2 | | <i>> 12 HCF</i> | <i>> 12 HCF</i> | <i>> 12 HCF</i> | <i>> 11 HCF</i> | <i>> 10 HCF</i> | <i>> 10 HCF</i> |
| Zone I | | \$6.22 | \$6.34 | \$6.70 | \$7.11 | \$7.57 | \$8.07 |
| Zone II | | \$6.33 | \$6.46 | \$6.87 | \$7.36 | \$7.87 | \$8.43 |
| Zone III | | \$6.43 | \$6.69 | \$7.20 | \$7.84 | \$8.45 | \$9.13 |
| Zone IV | | \$6.64 | \$7.15 | \$7.87 | \$8.81 | \$9.61 | \$10.52 |
| Meter Service, \$/meter-month | | | | | | | |
| ¾ x ¾-inch | | \$24.40 | \$24.90 | \$26.10 | \$27.90 | \$31.00 | \$34.40 |
| 1-inch | | \$55.00 | \$56.10 | \$58.90 | \$63.00 | \$69.60 | \$77.60 |
| 1½-inch | | \$105.00 | \$107.00 | \$113.00 | \$120.00 | \$133.00 | \$148.00 |
| 2-inch | | \$165.00 | \$168.00 | \$177.00 | \$189.00 | \$209.00 | \$233.00 |
| 3-inch | | \$305.00 | \$311.00 | \$327.00 | \$349.00 | \$387.00 | \$430.00 |
| 4-inch | | \$506.00 | \$516.00 | \$542.00 | \$579.00 | \$642.00 | \$714.00 |
| 6-inch | | \$1,008.00 | \$1,030.00 | \$1,080.00 | \$1,150.00 | \$1,280.00 | \$1,420.00 |
| 8-inch | | \$1,610.00 | \$1,640.00 | \$1,730.00 | \$1,840.00 | \$2,040.00 | \$2,270.00 |
| 10-inch | | \$2,312.00 | \$2,360.00 | \$2,480.00 | \$2,650.00 | \$2,930.00 | \$3,260.00 |
| 12-inch | | \$3,315.00 | \$3,380.00 | \$3,550.00 | \$3,790.00 | \$4,210.00 | \$4,670.00 |

SS

Single Family Monthly Water Bills Survey



Monthly bills are for a 5/8 or 3/4-inch meter service - except Brentwood and EBMUD which are 1-inch - and 10 HCF water use in similar elevation zones

B9

Single Family Rates, Use and Monthly Bills

Quantity Charges at 10 HCF vs Quantity Charges at 12 to 10 HCF

| BILLS BASED ON 10 HCF WATER USE | FY24 | FY25 | FY26 | FY27 | FY28 | FY29 |
|----------------------------------------|---------|---------|---------|----------------------------------|---------|---------|
| Tier 1 Zone III Quantity Rate | \$3.99 | \$4.25 | \$4.64 | \$5.15 | \$5.60 | \$6.11 |
| Tier 1 Max HCF | 12 HCF | 12 HCF | 12 HCF | 11 HCF | 10 HCF | 10 HCF |
| Water Use (10 HCF) | 10 HCF | 10 HCF | 10 HCF | 10 HCF | 10 HCF | 10 HCF |
| Water Use Charge | \$39.90 | \$42.50 | \$46.40 | \$51.50 | \$56.00 | \$61.10 |
| ¾ x ¾-inch Meter Charge | \$24.40 | \$24.90 | \$26.10 | \$27.90 | \$31.00 | \$34.40 |
| Single Family Monthly Bill | \$64.30 | \$67.40 | \$72.50 | \$79.40 | \$87.00 | \$95.50 |
| Single Family Monthly Bill, \$ Inc | \$0.00 | \$3.10 | \$5.10 | \$6.90 | \$7.60 | \$8.50 |
| Single Family Annual Bill | \$772 | \$809 | \$870 | \$953 | \$1,044 | \$1,146 |
| Single Family Bill, % Inc | 0% | 5% | 8% | 10% | 10% | 10% |
| | | | | <i>five-year cumulative ></i> | | 8.2% |

| BILL BASED ON TIER 1 MAX WATER USE | FY24 | FY25 | FY26 | FY27 | FY28 | FY29 |
|-------------------------------------------|---------|---------|-------------------------------|----------------------------------|---------|---------|
| Tier 1 Zone III Quantity Rate | \$3.99 | \$4.25 | \$4.64 | \$5.15 | \$5.60 | \$6.11 |
| Tier 1 Max HCF | 12 HCF | 12 HCF | 12 HCF | 11 HCF | 10 HCF | 10 HCF |
| Water Use (Variable) | | | <i>same as Tier 1 Max HCF</i> | | | |
| Water Use Charge | \$47.88 | \$51.00 | \$55.68 | \$56.65 | \$56.00 | \$61.10 |
| ¾ x ¾-inch Meter Charge | \$24.40 | \$24.90 | \$26.10 | \$27.90 | \$31.00 | \$34.40 |
| Single Family Monthly Bill | \$72.28 | \$75.90 | \$81.78 | \$84.55 | \$87.00 | \$95.50 |
| Single Family Monthly Bill, \$ Inc | \$0.00 | \$3.62 | \$5.88 | \$2.77 | \$2.45 | \$8.50 |
| Single Family Annual Bill | \$867 | \$911 | \$981 | \$1,015 | \$1,044 | \$1,146 |
| Single Family Bill, % Inc | 0% | 5% | 8% | 3% | 3% | 10% |
| | | | | <i>five-year cumulative ></i> | | 5.7% |

B/D

Proposition 218 Process

- Proposition 218 Process
 - City Council votes on resolution of intent
 - Hearing Notices mailed to account address
 - If written protests against the proposed rate changes are presented by a majority of parcels or accounts, the City Council will not enact the proposed changes
 - City Council votes on resolution to adjust rates and charges

Projected Timeline

- May - August 2024 – Perform evaluations and develop findings and recommendations **COMPLETED**
- September 10, 2024 – Council accepts draft report and authorizes mailing of the Proposition 218 Notice of Public Hearing
- September - November 2024 – Outreach to Building Industry Association, Antioch Unified School District and Others
- November 12, 2024 – Council conducts Public Hearing and votes on adoption of new water rates; publish final report
- January 1, 2025 – Implement FY25 water rates
- July 1, 2025 – Implement FY26 water rates
- July 1 of following three years implement FY27, FY28, and FY29 water rates

B/A

END OF PRESENTATION

QUESTIONS ???

B13

ATTACHMENT "C"



DRAFT

Water Utility Cash Flow Evaluation and Rates Study

Prepared for
City of Antioch, California
August 2024

This Page Intentionally Blank

Table of Contents

- List of Figures ii
- List of Tables ii
- List of Abbreviations iii
- Executive Summary 1
 - Prior Rate Study and Current Charges 1
 - Projected Operating Expenditures..... 2
 - Projected Capital Improvement Program Expenditures..... 2
 - Projected Debt Service..... 2
 - Fund 611 Cash Flow and Revenue Required from Water Rates 3
 - Recommended Water Rates..... 4
- 1. Introduction..... 1-1
 - 1.1 Organization of the Report 1-1
 - 1.2 Antioch Water Utility..... 1-1
 - 1.3 Rate-Making Objectives 1-1
 - 1.4 Overview of Utility Rate Setting Process 1-2
 - 1.5 Customer and Financial Data..... 1-2
- 2. User Characteristics 2-1
 - 2.1 Calendar Year 2023 Water Deliveries..... 2-1
 - 2.2 Projected Water Deliveries 2-1
 - 2.3 Water Meters..... 2-3
- 3. Financial Plan and Cash Flow..... 3-1
 - 3.1 Operation and Maintenance Expenditures..... 3-1
 - 3.2 Capital Improvement Program Expenditures, Funds 611..... 3-3
 - 3.3 Debt Service 3-3
 - 3.4 Cash Flow, Water Fund 611..... 3-4
 - 3.5 Cash Flow, Water Fund 612..... 3-5
- 4. Proposition 218 Notice and Revenue from Rates 4-1
 - 4.1 Recommended Rates and Charges 4-1
 - 4.2 Revenue from Current and Recommended Rates and Charges 4-2
- 5. Impact of Rate Changes on Customer Bills 5-1
 - 5.1 Single Family Monthly Bills Survey..... 5-1
 - 5.2 Antioch Single Family Bills, FY09 – FY29 5-2
- 6. Limitations 6-1

List of Figures

| | |
|--------------------------------------------------------------|-----|
| Figure 1-1. Overview of Rate Setting Process | 1-2 |
| Figure 2-1. CY23 – FY29 Water Use by Customer Class | 2-2 |
| Figure 2-2. CY23 – FY29 Water Use by Elevation Zone..... | 2-2 |
| Figure 5-1. Single Family Monthly Bills Survey..... | 5-1 |
| Figure 5-2. Antioch Single Family Bills for FY09 – FY29..... | 5-2 |

List of Tables

| | |
|---------------------------------------------------------------------------|-----|
| Table ES-1. Current Rates Effective July 1, 2019..... | 1 |
| Table ES-2. Projected Cash Flow, FY24 – FY29 | 3 |
| Table ES-3. FY24 and Recommended FY25 – FY29 Water Rates and Charges..... | 4 |
| Table 2-1. CY23 Water Deliveries | 2-1 |
| Table 2-2. Water Meters by Size | 2-3 |
| Table 2-3. Water Meters by Elevation Zone | 2-3 |
| Table 3-1. Water Supervision Expenditures, FY23 – FY29..... | 3-1 |
| Table 3-2. Water Production Expenditures, FY23 – FY29 | 3-2 |
| Table 3-3. Water Distribution Expenditures, FY23 – FY29..... | 3-2 |
| Table 3-4. Water Capital Project Expenditures, FY23 – FY29 | 3-2 |
| Table 3-5. Water Fund 611 Expenditures, FY23 – FY29..... | 3-3 |
| Table 3-6. Water Fund 611 Cash Flow, FY23 – FY29..... | 3-4 |
| Table 3-7. Water Fund 612 Cash Flow, FY23 – FY29..... | 3-5 |
| Table 4-1. FY24 and Recommended FY25 – FY29 Water Rates and Charges..... | 4-1 |
| Table 4-2. Projected Revenue from Water Rates, FY24 – FY29..... | 4-2 |

List of Abbreviations

| | |
|------|-----------------------------------------------|
| AF | acre feet (equal to 325,851 gallons) |
| ACFR | Annual Comprehensive Financial Report |
| CIP | Capital Improvement Program |
| City | City of Antioch |
| DSC | debt service coverage |
| FY | Fiscal year (July 1 to June 30) |
| FY25 | July 1, 2024 to June 30, 2025 |
| GASB | Governmental Accounting Standards Board |
| gpd | gallons per day |
| hcf | Hundred Cubic Feet (equal to ~ 748.1 gallons) |
| mgd | million gallons per day |
| O&M | Operation and Maintenance |
| SRF | State Revolving Fund |

This Page Intentionally Blank.

Executive Summary

The City of Antioch, in conjunction with Pavletic Consulting LLC, has analyzed the adequacy of revenues to meet projected expenditures of the water enterprise fund to determine whether revenues will be adequate to cover operating and maintenance costs as well as capital costs while supporting debt service obligations. Rates and charges are developed for the five-year period Fiscal Year 2024 – 25 (FY25) through FY29.

Prior Rate Study and Current Charges

The previous water rate study was completed in 2015 as part of the *Water and Sewer Rates and Capacity Charge Study (2015 Water Rate Study)* and resulted in adoption of a revised water rate structure with inclining block rates (tiered rates) for single family and senior accounts in lieu of uniform rates, and water rate increases for all customers for five fiscal years – FY16 through FY20.

The City has not increased water rates since July 1, 2019 – the beginning date of the final fiscal year (FY20) of the *2015 Water Rate Study*. The current rates from July 1, 2019, are listed in the table below.

| Table ES-1. Current Rates Effective July 1, 2019 | | | |
|--------------------------------------------------|-------------------|------------------------|---------------------------|
| Metered Water Rates, \$ per HCF | Non-Single Family | Single Family & Senior | |
| | | Tier 1 0 - 12 HCF | Tier 2 13 and over HCF |
| Zone I | \$4.44 | \$3.78 | \$6.22 |
| Zone II | \$4.55 | \$3.89 | \$6.33 |
| Zone III | \$4.65 | \$3.99 | \$6.43 |
| Zone IV | \$4.86 | \$4.20 | \$6.64 |
| Meter Charges, \$ per month | Monthly | | |
| ½ x ¾-inch | \$24.40 | | |
| 1-inch | \$55.00 | | |
| 1½-inch | \$105.00 | | |
| 2-inch | \$165.00 | | |
| 3-inch | \$305.00 | | |
| 4-inch | \$506.00 | | |
| 6-inch | \$1,008.00 | | |
| 8-inch | \$1,610.00 | | |
| 10-inch | \$2,312.00 | | |
| 12-inch | \$3,315.00 | | |

Note: the monthly meter charge is waived for accounts with established discount prior to April 26, 2011.

In this report, rates and charges are developed for the five-year period Fiscal Year 2024 – 25 (FY25) through FY29.

Projected Operating Expenditures

Water Fund 611 expenditures are summarized in the following table.

| EXPENDITURES | 2023-25 Operating Budget Updates to FY23, FY24, and FY25 | | | Projected Operating Budget | | | | FY25 through FY29 | FY25-FY29 % of Total |
|------------------------------|-------------------------------------------------------------|---------------------|---------------------|----------------------------|----------------------|----------------------|----------------------|-------------------------|-------------------------|
| | 2022-23 Revised | 2023-24 Proposed | 2024-25 Proposed | 2025-26 Projected | 2026-27 Projected | 2027-28 Projected | 2028-29 Projected | | |
| | Personnel | 7,754,778 | 9,000,424 | 12,584,857 | 13,088,251 | 13,611,781 | 14,156,253 | 14,722,503 | 68,163,645 |
| Services & Supplies | 9,706,880 | 12,812,015 | 5,508,292 | 9,888,624 | 10,284,169 | 10,695,535 | 11,123,357 | 51,499,976 | 18% |
| CCWD Treated and Raw Water | 12,481,592 | 17,279,792 | 13,002,092 | 13,782,218 | 15,849,550 | 18,226,983 | 20,961,030 | 81,821,872 | 29% |
| Utilities | 2,141,443 | 3,366,227 | 2,219,954 | 2,330,952 | 2,447,499 | 2,569,874 | 2,698,368 | 12,266,647 | 4% |
| Chemicals | 1,093,301 | 1,807,500 | 1,907,500 | 2,002,875 | 2,103,019 | 2,208,170 | 2,318,578 | 10,540,142 | 4% |
| Insurance | 662,888 | 749,549 | 930,118 | 993,226 | 1,064,892 | 1,139,435 | 1,219,195 | 5,348,866 | 2% |
| Debt Service | 525,302 | 672,169 | 2,463,079 | 2,463,079 | 2,463,079 | 2,463,079 | 2,463,079 | 12,315,395 | 4% |
| Transfers Out | 314,679 | 617,780 | 414,510 | 433,236 | 456,997 | 479,847 | 503,839 | 2,290,429 | 1% |
| Internal Services | 1,382,819 | 1,753,898 | 2,001,377 | 2,061,418 | 2,123,261 | 2,186,959 | 2,252,567 | 10,625,582 | 4% |
| Capital Improvement Projects | 50,270,579 | 28,215,094 | 12,678,000 | 4,000,000 | 4,000,000 | 4,000,000 | 4,000,000 | 28,678,000 | 10% |
| Total | 86,334,261 | 76,274,448 | 57,709,779 | 51,047,878 | 54,404,247 | 58,126,134 | 62,262,517 | 283,550,555 | 100% |

Projected Capital Improvement Program Expenditures

Between FY25 and FY29, total projected CIP expenditures are approximately \$28.7 million. CIP expenditures are projected to be funded with cash from water rates and use of Fund 611 cash balance.

Projected Debt Service

In January 2019, the City entered into a construction installment sale agreement with the State Water Resources Control Board for project funding up to \$55,000,000 for a Brackish Water Desalination Plant project. In September 2023, an amendment to the agreement was executed increasing project funding up to \$60,000,000. The loan bears interest at a rate of 1.4%, with a 30-year repayment period. As of June 30, 2024, the City has drawn the entire amount available for funding. Interest payments began in 2022 and the first principal payment will begin in July 2025. Annual payments for principal plus interest are projected to be \$2,463,079.

Fund 611 Cash Flow and Revenue Required from Water Rates

The approximate amount of revenues required from water quantity rates and meter charges for the five-year period, FY25 through FY29, is approximately \$226.2 million. Another \$27.4 million in revenues is projected from other sources. Expenditures during the same period are projected to be approximately \$283.6 million. The operating fund balance is projected to decline from approximately \$59.7 million in FY24 to \$29.7 million in FY29. Cash flow FY23 through FY29 is summarized in the table below.

| Table ES-2. Projected Cash Flow, FY24 - FY29 | | | | | | | | |
|-----------------------------------------------------------|-------------------------------------------------------------|-------------------|-------------------|------------------------------------------------------------------------------------|-------------------|-------------------|-------------------|-------------------------|
| | 2023-25 Operating Budget Updates to FY23, FY24, and FY25 | | | Proforma Based on Alternative Rate Increase Scenarios and Expenditure Forecasts | | | | FY25 through FY29 |
| | 2022-23 Actual | 2023-24 Budget | FY25 Budget | FY26 Projected | FY27 Projected | FY28 Projected | FY29 Projected | |
| Beginning Balance, July 1 | 59,243,284 | 57,754,200 | 44,055,181 | 30,675,286 | 25,902,744 | 21,491,162 | 17,683,477 | |
| Revenue Source: | | | | | | | | |
| Charges for Services | 36,851,957 | 38,364,116 | 37,892,384 | 41,021,837 | 44,735,164 | 49,064,949 | 53,512,467 | 226,230,821 |
| Water Supervision Division Other | 3,399,513 | 5,322,321 | 4,484,500 | 4,484,500 | 4,484,500 | 4,484,500 | 4,484,500 | 22,422,500 |
| Water Distribution Division Other | 225,458 | 642,330 | 619,000 | 619,000 | 619,000 | 619,000 | 619,000 | 3,095,000 |
| Investment Income | 971,796 | 1,250,000 | 250,000 | 150,000 | 150,000 | 150,000 | 100,000 | 800,000 |
| State Brackish Water Grant | 3,006,115 | - | 1,000,000 | 0 | 0 | 0 | 0 | 1,000,000 |
| SWRCB Loan Financing | 34,157,126 | 16,865,358 | - | 0 | 0 | 0 | 0 | 0 |
| Miscellaneous | 133,112 | 131,304 | 84,000 | 0 | 0 | 0 | 0 | 84,000 |
| Transfer in | 6,100,000 | - | - | 0 | 0 | 0 | 0 | 0 |
| Total Revenues | 84,845,177 | 62,575,429 | 44,329,884 | 46,275,337 | 49,992,664 | 54,318,449 | 58,715,987 | 253,632,321 |
| Expenditures: | | | | | | | | |
| Personnel | 7,754,778 | 9,000,424 | 12,584,857 | 13,088,251 | 13,611,781 | 14,156,253 | 14,722,503 | 68,163,645 |
| Services & Supplies | 9,706,880 | 12,812,015 | 9,508,292 | 9,888,624 | 10,284,169 | 10,695,535 | 11,123,357 | 51,499,976 |
| CCWD Treated and Raw Water | 12,481,592 | 17,279,792 | 13,002,092 | 13,782,218 | 15,849,550 | 18,226,983 | 20,961,030 | 81,821,872 |
| Utilities | 2,141,443 | 3,366,227 | 2,219,954 | 2,330,952 | 2,447,499 | 2,569,874 | 2,698,368 | 12,266,647 |
| Chemicals | 1,093,301 | 1,807,500 | 1,907,500 | 2,002,875 | 2,103,019 | 2,208,170 | 2,318,578 | 10,540,142 |
| Insurance | 652,888 | 749,549 | 930,118 | 995,226 | 1,064,892 | 1,139,435 | 1,219,195 | 5,348,866 |
| Debt Service | 525,302 | 672,169 | 2,463,079 | 2,463,079 | 2,463,079 | 2,463,079 | 2,463,079 | 12,315,395 |
| Transfers Out | 314,679 | 617,780 | 414,510 | 435,236 | 456,997 | 479,847 | 503,839 | 2,290,429 |
| Internal Services | 1,382,819 | 1,753,898 | 2,001,377 | 2,061,418 | 2,123,261 | 2,186,959 | 2,252,567 | 10,625,582 |
| Capital Improvement Projects | 50,270,579 | 28,215,094 | 13,678,000 | 4,000,000 | 4,000,000 | 4,000,000 | 4,000,000 | 28,678,000 |
| Total Expenditures | 85,334,261 | 76,274,448 | 57,709,779 | 51,047,878 | 54,404,247 | 58,126,134 | 62,262,517 | 283,550,555 |
| Ending Balance, June 30, with Liabilities | 57,754,200 | 44,055,181 | 30,675,286 | 25,902,744 | 21,491,162 | 17,683,477 | 14,136,947 | |
| Pension/OPEB Liabilities | 14,602,802 | 15,613,430 | 15,613,430 | 15,613,430 | 15,613,430 | 15,613,430 | 15,613,430 | |
| Ending Balance, June 30, without Liabilities ¹ | 72,357,002 | 59,668,611 | 46,288,716 | 41,516,174 | 37,104,592 | 33,296,907 | 29,750,377 | |

¹ For purposes of cash flow analysis, Pension and OPEB liabilities of the Water Enterprise have been removed from the ending balances as these liabilities are non-cash and recognized for financial reporting under GASB 58 and GASB 75.

Recommended Water Rates

Current rates for FY24 and the first half of FY25, and recommended rates to be effective January 1, 2025, and onward for FY25 – FY29 are shown in the table below.

After the first rate increase for FY25 effective January 1, 2025 (six months into the fiscal year), increases for the next four fiscal years are effective July 1 which is the beginning of the fiscal year.

Note that the rate structure is also changed for single family and senior quantity rates. The rate structure change is to lower the break point between Tier 1 and Tier 2 rates from 12 HCF to 10 HCF over two years beginning in FY26.

The City has not increased water rates since July 1, 2019. Annual bill increases for Single Family accounts for the recommended five-year rate plan (for FY25 – FY29) average approximately 8.2% per year when using 10 HCF of water use in Zone 3.

The impact of rate increases on residential bills is described in more detail in Section 5.

| Table ES-3. FY24 and Recommended FY25 – FY29 Water Rates and Charges | | | | | | | |
|----------------------------------------------------------------------|-------------------|------------|---------------------------------|------------|------------|------------|------------|
| Water Rates | effective dates > | Current | Recommended Five-Year Rate Plan | | | | |
| | | FY24 | FY25 | FY26 | FY27 | FY28 | FY29 |
| | | 7/1/2019 | 1/1/2025 | 7/1/2025 | 7/1/2026 | 7/1/2027 | 7/1/2028 |
| Quantity Rates, \$/HCF | | | | | | | |
| Non-Single Family | | | | | | | |
| Zone I | | \$4.44 | \$4.45 | \$4.72 | \$5.03 | \$5.37 | \$5.73 |
| Zone II | | \$4.55 | \$4.57 | \$4.89 | \$5.28 | \$5.67 | \$6.09 |
| Zone III | | \$4.85 | \$4.80 | \$5.22 | \$5.76 | \$6.25 | \$6.79 |
| Zone IV | | \$4.86 | \$5.26 | \$5.89 | \$6.73 | \$7.41 | \$8.18 |
| Single Family & Senior | | | | | | | |
| Tier 1 | | | | | | | |
| | | 0 - 12 HCF | 0 - 12 HCF | 0 - 12 HCF | 0 - 10 HCF | 0 - 10 HCF | 0 - 10 HCF |
| Zone I | | \$3.78 | \$3.90 | \$4.14 | \$4.42 | \$4.72 | \$5.05 |
| Zone II | | \$3.89 | \$4.02 | \$4.31 | \$4.67 | \$5.02 | \$5.41 |
| Zone III | | \$3.99 | \$4.25 | \$4.64 | \$5.15 | \$5.60 | \$6.11 |
| Zone IV | | \$4.20 | \$4.71 | \$5.31 | \$6.12 | \$6.76 | \$7.50 |
| Tier 2 | | | | | | | |
| | | > 12 HCF | > 12 HCF | > 12 HCF | > 11 HCF | > 10 HCF | > 10 HCF |
| Zone I | | \$6.22 | \$6.34 | \$6.70 | \$7.11 | \$7.57 | \$8.07 |
| Zone II | | \$6.33 | \$6.46 | \$6.87 | \$7.36 | \$7.87 | \$8.43 |
| Zone III | | \$6.43 | \$6.69 | \$7.20 | \$7.84 | \$8.45 | \$9.13 |
| Zone IV | | \$6.64 | \$7.15 | \$7.87 | \$8.81 | \$9.61 | \$10.52 |
| Meter Service, \$/meter-month | | | | | | | |
| ¾ x ¾-inch | | \$24.40 | \$24.90 | \$26.10 | \$27.90 | \$31.00 | \$34.40 |
| 1-inch | | \$55.00 | \$56.10 | \$58.90 | \$63.00 | \$69.80 | \$77.60 |
| 1½-inch | | \$105.00 | \$107.00 | \$113.00 | \$120.00 | \$133.00 | \$148.00 |
| 2-inch | | \$165 | \$168.00 | \$177.00 | \$189.00 | \$209.00 | \$233.00 |
| 3-inch | | \$305 | \$311.00 | \$327.00 | \$349.00 | \$387.00 | \$430.00 |
| 4-inch | | \$506 | \$516.00 | \$542.00 | \$579.00 | \$642.00 | \$714.00 |
| 6-inch | | \$1,008 | \$1,030.00 | \$1,080.00 | \$1,150.00 | \$1,280.00 | \$1,420.00 |
| 8-inch | | \$1,610 | \$1,640.00 | \$1,730.00 | \$1,840.00 | \$2,040.00 | \$2,270.00 |
| 10-inch | | \$2,312 | \$2,360.00 | \$2,480.00 | \$2,650.00 | \$2,930.00 | \$3,260.00 |
| 12-inch | | \$3,315 | \$3,380.00 | \$3,550.00 | \$3,790.00 | \$4,210.00 | \$4,670.00 |

Section 1

Introduction

This section describes the organization of the report, rate-making objectives, the rate-setting process, and a general description of the water system.

1.1 Organization of the Report

This report is divided into six sections. This introduction provides an overview of the study objectives and description of the City's water system.

Section 2 discusses the water use characteristics of customers. The number and type of connections and water use projected for FY24 – FY29 is developed in this section.

Section 3 summarizes the five-year Financial Plan for the water enterprise.

Section 4 summarizes the revenue required from water rates.

Section 5 describes the impact of recommended water rates upon customer bills.

Section 6 describes the limitations of the study document.

1.2 Antioch Water Utility

The City of Antioch, incorporated in 1872, is located in the western part of the state and is the second largest city in Contra Costa County. The City of Antioch currently occupies a land area of approximately 29 square miles and serves a population of about 113,900 residents.

The City owns and operates a 38 million gallons per day (MGD) water treatment facility along with water storage facilities, chlorination facilities, and booster pumping stations and the City's 6 MGD brackish water desalination facility is nearing completion. Public Works personnel maintain approximately 387 miles of water main; 34,368 meters and service connections; and 5,408 backflow prevention devices; repair and flush approximately 3,901 fire hydrants; exercise system valves; administer a water conservation program; and staff an alternative work shift and 24-hour Stand-by program that responds to emergency after hour calls for service 365 days/year. Staff prepares and submits mandatory monthly and annual reports to California's State Water Resources Control Board.

1.3 Rate-Making Objectives

There are numerous rate-making objectives that must be considered when developing rates and rate structures.

Revenue sufficiency. Generate sufficient revenue to fund operating costs, capital costs, bonded debt, and adequate reserves.

Revenue stability. Recover revenue from rates that will cover fixed and variable costs.

Meet Fiscal Management Goals. Meet financial goals and metrics that will support the best credit rating and reduced risk of default.

Administrative ease and cost of implementation. Enable easy and cost-efficient implementation and ongoing administration, including monitoring and updating.

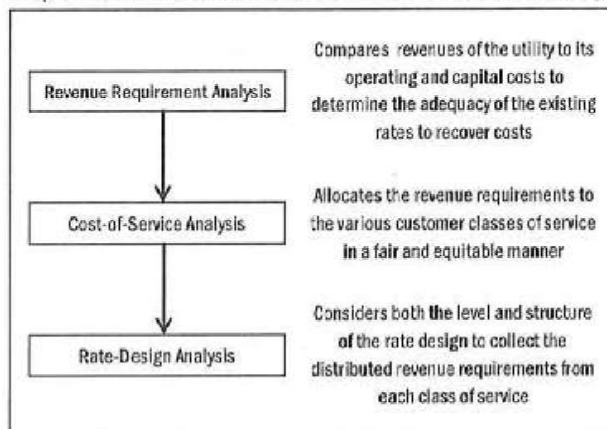
Affordability. Be as affordable as possible while maintaining the utilities sound financial position and credit rating.

Customer acceptance. Be as simple as possible to facilitate customer understanding and acceptance.

Fairness. Provide for each customer class to pay its proportionate share of the required revenue in compliance with legal rate-making requirements.

1.4 Overview of Utility Rate Setting Process

Rate studies classically have three categories of technical analysis – the development of revenue required from rates, the allocation of costs among billable parameters (cost-of-service analysis) and the design of a rate structure. An overview of the rate-setting analytical steps is shown in Figure 1-1.



The current rate study includes an updated revenue requirement analysis. Rate-design changes and cost-of-service allocation adjustments recommended in the 2015 Water Study are now fully incorporated into the current and recommended rate structures.

The City previously completed a *Water and Sewer Rates and Capacity Charge Study* in 2015. The study included a revenue analysis, cost-of-service analysis, and rate-design analysis.

The current rate study includes an updated revenue requirement analysis. Rate-design changes and cost-of-service allocation adjustments recommended in the 2015 Water Study are now fully incorporated into the current and recommended rate structures.

Figure 1-1. Overview of Rate Setting Process

1.5 Customer and Financial Data

Information and data for the development of rates and preparation of this report comes from many documents provided by the City. The list of documents, and the key information and data from each included in this study, are summarized below.

City of Antioch 2023-2025 Budget Adopted June 13, 2023 and subsequent updates. The City of Antioch budget is the most important document the City produces. It outlines the City's spending plan and priorities for two fiscal years, which run from July 1st to June 30th. The city's biennial budget is developed in conjunction with the City Council Budget and Finance Subcommittee, City Manager, and all city departments. The budget is then presented to the City Council through workshops. The budget is formally approved by resolution by the City Council. The result is a budget that closely matches the community's highest priorities each fiscal year.

All revenue, expenditure and fund balance data used in the development of water rates and charges in this study were provided by the City.

City of Antioch Annual Comprehensive Financial Report (ACFR) for the Fiscal Year Ended June 30, 2023. The City of Antioch Annual Comprehensive Financial Report shows the financial position and results of the City's operations as represented by the financial activity of its various funds.

Utility Billing System data. The City provided billing data from its Utility Billing system listing the number and type of service connections and the level of use for each connection.

Section 2

User Characteristics

The purpose of this section is to summarize the number of residential and nonresidential meters and their corresponding water use characteristics. The data used in this section comes from the City's utility billing system.

2.1 Calendar Year 2023 Water Deliveries

The most recent full year of water delivery data is for calendar year 2023 (CY23). Water deliveries, by customer class and elevation zone, for CY23 are summarized in the table below. All values in the table are in hundred cubic feet (HCF) times 1,000. The majority of residential water use (51 percent) is in Zone 3; the majority of nonresidential water use (66 percent) is in Zone 2. Residential plus senior water use is 75 percent of all water use.

| ALL (HCFx1000) | R | SNR | M | MA | COM | INST | IND | SCH | ALL | Percent of ALL HCF | | | |
|----------------|--------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|--------------|--------------------|--------------|------------|------------|
| | | | | | | | | | | R-SNR | Non-R-SNR | R-SNR | Non-R-SNR |
| ZONE 1 | 337 | 2 | 45 | 51 | 70 | 8 | 17 | 14 | 544 | 339 | 205 | 7% | 4% |
| ZONE 2 | 962 | 5 | 69 | 424 | 220 | 22 | 77 | 18 | 1,795 | 966 | 829 | 19% | 17% |
| ZONE 3 | 1,901 | 3 | 0 | 39 | 98 | 8 | 0 | 34 | 2,083 | 1,904 | 179 | 88% | 4% |
| ZONE 4 | 548 | 1 | 0 | 0 | 0 | 45 | 0 | 1 | 595 | 549 | 46 | 11% | 1% |
| TOTAL | 3,748 | 10 | 114 | 514 | 388 | 83 | 94 | 66 | 5,017 | 3,758 | 1,259 | 75% | 25% |
| % of ALL | R | SNR | M | MA | COM | INST | IND | SCH | ALL | R-SNR | Non-R-SNR | | |
| ZONE 1 | 9% | 20% | 40% | 10% | 18% | 10% | 18% | 21% | 11% | 9% | 16% | | |
| ZONE 2 | 26% | 47% | 60% | 83% | 57% | 26% | 82% | 27% | 36% | 26% | 66% | | |
| ZONE 3 | 51% | 26% | 0% | 8% | 25% | 10% | 0% | 50% | 42% | 51% | 14% | | |
| ZONE 4 | 15% | 7% | 0% | 0% | 0% | 54% | 0% | 1% | 12% | 15% | 4% | | |
| TOTAL | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | | |

R - Residential; SNR - Senior Citizen; M - Multi Family; MA - Multi Apartments; COM - Commercial; INST - Institutional; IND - Industrial; SCH - School

Water deliveries for CY23 (5,017 HCF) are approximately 17% lower than projected water deliveries for FY20 (6,012 HCF) developed as part of the 2015 Water Rate Study. Annual average monthly water use for single family accounts in CY23 (10.3 HCF) is decreased from the average projected for FY20 (11.2 HCF).

2.2 Projected Water Deliveries

Water delivery projections for FY25 - FY29 are based upon the net impact of two variables: 1) the increase in water use due to the growth in the number of metered accounts; and 2) the decrease in water use due to conservation. Growth in the number of metered accounts includes 100 single family connections per year.

Projected water use for FY24 is set equal to CY23 except for the addition of water use for 100 new residential accounts. Projected water use for FY25 – FY29 is based on a percent reduction from the previous years' value. Annual reductions in metered water use for FY25 are 2.0 percent for residential and 1.0 percent for all other customers. Annual reductions in metered water use for FY26 – FY29 are 1.0 percent for all customers. Actual metered water deliveries for CY23 and projected metered water deliveries for FY24 – FY29, by customer class, are shown in Figure 2-1. Annual projected water deliveries by elevation zone are shown in Figure 2-2.

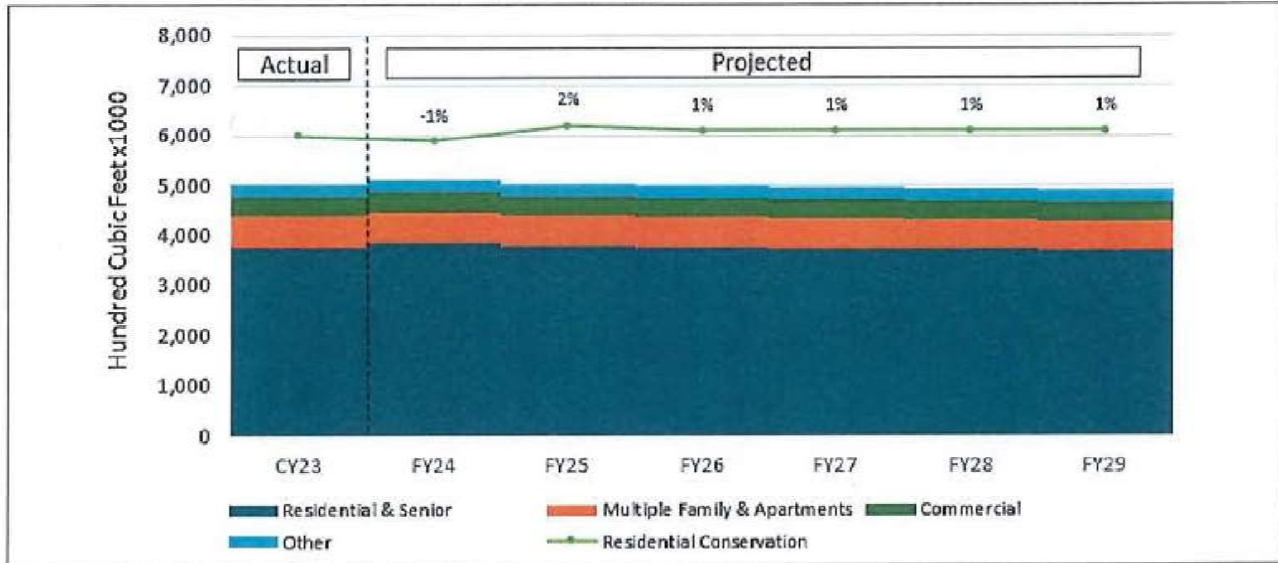


Figure 2-1. CY23 – FY29 Water Use by Customer Class

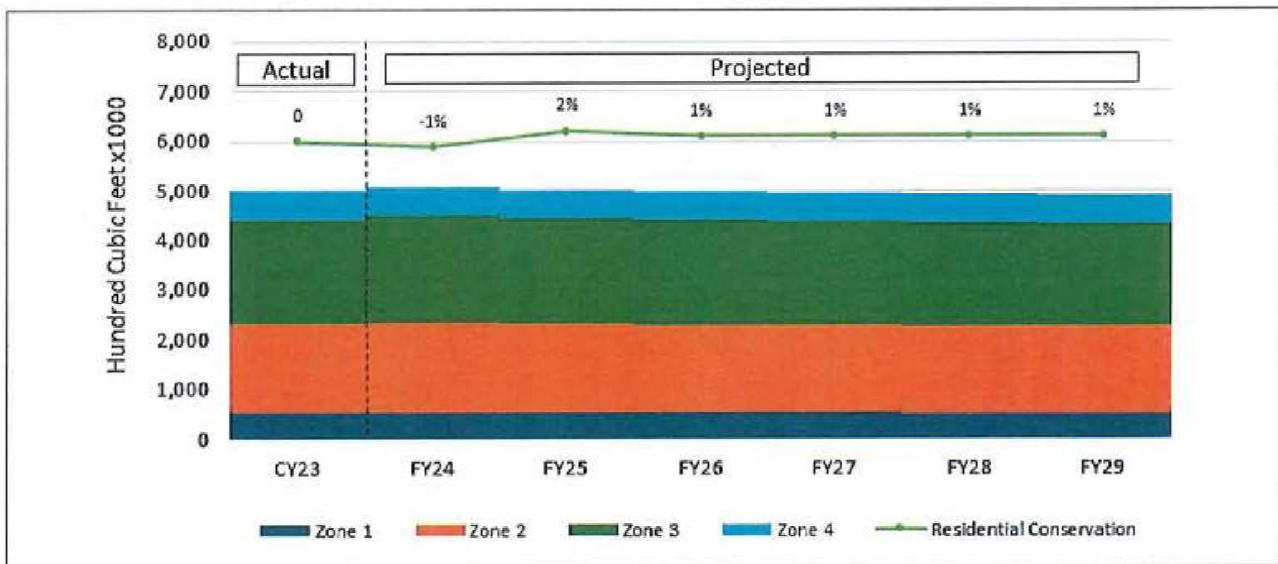


Figure 2-2. CY23 – FY29 Water Use by Elevation Zone

2.3 Water Meters

The projected number of water meters, by size and elevation zone, was based on data from the City's utility billing system as of June 2023. Values from the utility billing system are shown in the two tables below for meter size (Table 2-2) and elevation zone (Table 2-3). Growth in metered services includes 100 single family connections per year which are assumed to be 0.75-inch meters.

| Table 2-2. Water Meters by Size | | | | | | | | | | | |
|---------------------------------|--------------------|-------|------|------|------|------|------|-------|-------|----------|------|
| Meter Services | Meter Size, Inches | | | | | | | | Total | % of Tot | |
| | 0.75 | 1 | 1.5 | 2 | 3 | 4 | 6 | 8 | | | |
| Residential | 29,298 | 4,255 | 2 | 307 | 35 | | | | | 33,897 | 95% |
| Senior | 81 | 54 | | 1 | | | | | | 136 | 0.4% |
| Multiple Family | 250 | 302 | | 1 | | 1 | | | | 554 | 1.6% |
| Multiple Apartments | 4 | 32 | 49 | 39 | 12 | 8 | 17 | 3 | | 164 | 0.5% |
| Commercial | 270 | 206 | 100 | 183 | 17 | 2 | 1 | 1 | | 780 | 2.2% |
| Institutional | 10 | 12 | 8 | 12 | 3 | 3 | 1 | 1 | | 50 | 0.1% |
| Industrial | | 3 | 1 | 7 | 1 | 3 | 2 | | | 17 | 0.0% |
| Schools | 5 | 3 | | 14 | 10 | 5 | | | | 37 | 0.1% |
| Total | 29,918 | 4,867 | 160 | 564 | 78 | 22 | 21 | 5 | | 35,535 | 100% |
| Percent of Total | 84% | 14% | 0.4% | 1.6% | 0.2% | 0.1% | 0.1% | 0.01% | | 100% | |

| Table 2-3. Water Meters by Elevation Zone | | | | | | | |
|-------------------------------------------|--------------------------|--------|--------|--------|--------|----------|--|
| Meter Services | All Values in HCF x 1000 | | | | Total | % of Tot | |
| | Zone 1 | Zone 2 | Zone 3 | Zone 4 | | | |
| Residential | 4,099 | 9,902 | 16,340 | 3,556 | 33,897 | 95% | |
| Senior | 28 | 69 | 32 | 7 | 136 | 0.4% | |
| Multiple Family | 275 | 279 | | | 554 | 1.6% | |
| Multiple Apartments | 61 | 96 | 7 | | 164 | 0.5% | |
| Commercial | 299 | 338 | 142 | 1 | 780 | 2.2% | |
| Institutional | 15 | 28 | 3 | 4 | 50 | 0.1% | |
| Industrial | 7 | 10 | | | 17 | 0.05% | |
| Schools | 15 | 9 | 12 | 1 | 37 | 0.1% | |
| Total | 4,799 | 10,731 | 16,536 | 3,569 | 35,635 | 100% | |
| Percent of Total | 13% | 30% | 46% | 10% | 100% | | |

This Page Intentionally Blank.

Section 3

Financial Plan and Cash Flow

Revenue from rates must be sufficient to meet the following financial planning criteria:

1. Provide funds for operating, capital and debt service expenditures;
2. Maintain annual fund balances that meet annual target fund balances;
3. Meet debt service coverage requirements;
4. Satisfy Financial Management Plan goals; and
5. Meet legal requirements.

3.1 Operation and Maintenance Expenditures

O&M expenditures include the cost of labor, services and supplies, raw and treated water from Contra Costa Water District (CCWD), transfers, and debt service. Actual FY23 and projected O&M expenditures for FY24 – FY29 are summarized in the tables below for each expense center in the Fund 611 water budget. Expense centers are:

- Water Supervision (611-2310)
- Water Production (611-2320)
- Water Distribution (611-2330)
- Water Capital Projects (611-2550)

Water Capital Projects lists only expenses related to Personnel and Internal Services; expenditures for Capital Improvement Program projects are listed separately in the budget and in summary tables in this report.

Table 3-1. Water Supervision Expenditures, FY23 – FY29

| | 2023-25 Operating Budget Updates to FY23, FY24, and FY25 | | | Projected Operating Budget | | | |
|-------------------------------------|-------------------------------------------------------------|------------------|------------------|----------------------------|-------------------|-------------------|-------------------|
| | FY23 Actual | FY24 Proposed | FY25 Proposed | FY26 Projected | FY27 Projected | FY28 Projected | FY29 Projected |
| WATER SUPERVISION (611-2310) | | | | | | | |
| Expenditures: | | | | | | | |
| <i>annual percent change ></i> | 14.6% | 91.1% | 52.5% | 4.0% | 4.0% | 4.0% | 4.0% |
| Personnel | 684,073 | 1,307,079 | 1,993,304 | 2,073,036 | 2,155,958 | 2,242,196 | 2,331,884 |
| <i>annual percent change ></i> | -39.9% | -28.0% | -0.5% | 4.0% | 4.0% | 4.0% | 4.0% |
| Services & Supplies | 1,342,353 | 966,147 | 961,011 | 999,451 | 1,039,429 | 1,081,007 | 1,124,247 |
| <i>annual percent change ></i> | | 13.1% | 24.1% | 7.0% | 7.0% | 7.0% | 7.0% |
| Insurance | 662,888 | 749,549 | 930,118 | 995,226 | 1,064,892 | 1,139,435 | 1,219,195 |
| <i>annual percent change ></i> | 134.1% | 28.0% | 266.4% | 0.0% | 0.0% | 0.0% | 0.0% |
| Debt Service | 525,302 | 672,169 | 2,463,079 | 2,463,079 | 2,463,079 | 2,463,079 | 2,463,079 |
| <i>annual percent change ></i> | -90.8% | 96.3% | -32.9% | 5.0% | 5.0% | 5.0% | 5.0% |
| Transfers Out | 314,679 | 617,780 | 414,510 | 435,236 | 456,997 | 479,847 | 503,839 |
| <i>annual percent change ></i> | 0.0% | 27.2% | 13.8% | 3.0% | 3.0% | 3.0% | 3.0% |
| Internal Services | 202,634 | 257,736 | 293,344 | 302,144 | 311,209 | 320,545 | 330,161 |
| Total Expenditures | 3,731,929 | 4,570,460 | 7,055,366 | 7,268,173 | 7,491,564 | 7,726,108 | 7,972,405 |

| Table 3-2. Water Production Expenditures, FY23 – FY29 | | | | | | | |
|-------------------------------------------------------|-------------------------------------------------------------|-------------------|-------------------|----------------------------|-------------------|-------------------|-------------------|
| | 2023-25 Operating Budget Updates to FY23, FY24, and FY25 | | | Projected Operating Budget | | | |
| | FY23 Actual | FY24 Proposed | FY25 Proposed | FY26 Projected | FY27 Projected | FY28 Projected | FY29 Projected |
| WATER PRODUCTION (611-2320) | | | | | | | |
| Expenditures: | | | | | | | |
| <i>annual percent change ></i> | 44.8% | 7.0% | 65.3% | 4.0% | 4.0% | 4.0% | 4.0% |
| Personnel | 2,706,826 | 2,895,053 | 4,785,177 | 4,976,584 | 5,175,647 | 5,382,673 | 5,597,980 |
| <i>annual percent change ></i> | -520.4% | -17.1% | -46.0% | 4.0% | 4.0% | 4.0% | 4.0% |
| Services & Supplies | 2,341,254 | 1,940,532 | 1,047,281 | 1,089,172 | 1,132,739 | 1,178,049 | 1,225,171 |
| <i>annual percent change ></i> | -11.7% | 38.4% | -24.8% | 6.0% | 15.0% | 15.0% | 15.0% |
| CCWD Treated and Raw Water | 12,481,592 | 17,279,792 | 13,002,092 | 13,782,218 | 15,849,550 | 18,226,983 | 20,961,030 |
| <i>annual percent change ></i> | -39.7% | 57.2% | -34.1% | 5.0% | 5.0% | 5.0% | 5.0% |
| Utilities | 2,141,443 | 3,366,227 | 2,219,954 | 2,330,952 | 2,447,499 | 2,569,874 | 2,698,368 |
| <i>annual percent change ></i> | | 64.8% | 5.6% | 5.0% | 5.0% | 5.0% | 5.0% |
| Chemicals | 1,092,358 | 1,800,000 | 1,900,000 | 1,995,000 | 2,094,750 | 2,199,488 | 2,309,462 |
| <i>annual percent change ></i> | 0.0% | 47.9% | 12.4% | 3.0% | 3.0% | 3.0% | 3.0% |
| Internal Services | 379,865 | 561,812 | 631,286 | 650,225 | 669,731 | 689,823 | 710,518 |
| Total Expenditures | 21,143,338 | 27,843,416 | 23,585,790 | 24,824,150 | 27,369,917 | 30,246,890 | 33,502,529 |

| Table 3-3. Water Distribution Expenditures, FY23 – FY29 | | | | | | | |
|---------------------------------------------------------|-------------------------------------------------------------|-------------------|-------------------|----------------------------|-------------------|-------------------|-------------------|
| | 2023-25 Operating Budget Updates to FY23, FY24, and FY25 | | | Projected Operating Budget | | | |
| | FY23 Actual | FY24 Proposed | FY25 Proposed | FY26 Projected | FY27 Projected | FY28 Projected | FY29 Projected |
| WATER DISTRIBUTION (611-2330) | | | | | | | |
| Expenditures: | | | | | | | |
| <i>annual percent change ></i> | 33.8% | 10.3% | 21.4% | 4.0% | 4.0% | 4.0% | 4.0% |
| Personnel | 4,198,085 | 4,629,872 | 5,621,765 | 5,846,636 | 6,080,501 | 6,323,721 | 6,576,670 |
| <i>annual percent change ></i> | 0.8% | 64.5% | -24.3% | 4.0% | 4.0% | 4.0% | 4.0% |
| Services & Supplies | 6,023,273 | 9,905,336 | 7,500,000 | 7,800,000 | 8,112,000 | 8,436,480 | 8,773,939 |
| <i>annual percent change ></i> | | 695.3% | 0.0% | 5.0% | 5.0% | 5.0% | 5.0% |
| Chemicals | 943 | 7,500 | 7,500 | 7,875 | 8,269 | 8,682 | 9,116 |
| <i>annual percent change ></i> | 0.0% | 15.7% | 15.5% | 3.0% | 3.0% | 3.0% | 3.0% |
| Internal Services | 771,528 | 892,300 | 1,030,794 | 1,061,718 | 1,093,569 | 1,126,376 | 1,160,168 |
| Total Expenditures | 10,993,829 | 15,435,008 | 14,160,059 | 14,716,228 | 15,294,339 | 15,895,260 | 16,519,893 |

| Table 3-4. Water Capital Project Expenditures, FY23 – FY29 | | | | | | | |
|------------------------------------------------------------|-------------------------------------------------------------|------------------|------------------|----------------------------|-------------------|-------------------|-------------------|
| | 2023-25 Operating Budget Updates to FY23, FY24, and FY25 | | | Projected Operating Budget | | | |
| | FY23 Revised | FY24 Proposed | FY25 Proposed | FY26 Projected | FY27 Projected | FY28 Projected | FY29 Projected |
| WATER CAPITAL PROJECTS (611-25) | | | | | | | |
| Expenditures: | | | | | | | |
| <i>annual percent change ></i> | 82.9% | 1.6% | 9.6% | 4.0% | 4.0% | 4.0% | 4.0% |
| Personnel | 155,794 | 168,420 | 184,611 | 191,995 | 199,675 | 207,652 | 215,969 |
| <i>annual percent change ></i> | 0.0% | 46.0% | 9.3% | 3.0% | 3.0% | 3.0% | 3.0% |
| Internal Services | 28,792 | 42,050 | 45,953 | 47,332 | 48,752 | 50,214 | 51,721 |

018

Water Fund 611 expenditures are summarized in the following table.

| EXPENDITURES | 2023-25 Operating Budget Updates to FY23, FY24, and FY25 | | Projected Operating Budget | | | | FY25 through FY29 | FY25-FY29 % of Total | |
|------------------------------|-------------------------------------------------------------|-------------------|----------------------------|-------------------|-------------------|-------------------|-------------------------|-------------------------|-------------|
| | 2022-23 | 2023-24 | 2024-25 | 2025-26 | 2026-27 | 2027-28 | | | 2028-29 |
| | Revised | Proposed | Proposed | Projected | Projected | Projected | | | Projected |
| Personnel | 7,754,778 | 9,000,424 | 12,584,857 | 13,088,251 | 13,611,781 | 14,156,253 | 14,722,503 | 68,163,645 | 24% |
| Services & Supplies | 9,706,880 | 12,812,015 | 9,508,292 | 9,888,624 | 10,284,169 | 10,695,535 | 11,123,357 | 51,499,976 | 18% |
| CCWD Treated and Raw Water | 12,481,592 | 17,279,792 | 13,002,092 | 13,782,218 | 15,849,350 | 18,226,983 | 20,961,030 | 81,821,872 | 29% |
| Utilities | 2,141,443 | 3,366,227 | 2,219,954 | 2,330,952 | 2,447,499 | 2,569,874 | 2,698,368 | 12,266,647 | 4% |
| Chemicals | 1,093,301 | 1,807,500 | 1,907,500 | 2,002,875 | 2,103,019 | 2,208,170 | 2,318,578 | 10,540,142 | 4% |
| Insurance | 662,888 | 749,549 | 930,118 | 995,226 | 1,064,892 | 1,139,435 | 1,219,195 | 5,348,866 | 2% |
| Debt Service | 525,302 | 672,169 | 2,463,079 | 2,463,079 | 2,463,079 | 2,463,079 | 2,463,079 | 12,315,395 | 4% |
| Transfers Out | 314,679 | 617,780 | 414,510 | 435,236 | 456,997 | 479,847 | 503,839 | 2,290,429 | 1% |
| Internal Services | 1,382,819 | 1,753,898 | 2,001,377 | 2,061,418 | 2,123,261 | 2,186,959 | 2,252,567 | 10,625,582 | 4% |
| Capital Improvement Projects | 50,270,579 | 28,215,094 | 12,678,000 | 4,000,000 | 4,000,000 | 4,000,000 | 4,000,000 | 28,678,000 | 10% |
| Total | 86,334,261 | 76,274,448 | 57,709,779 | 51,047,878 | 54,404,247 | 58,126,134 | 62,262,517 | 283,550,555 | 100% |

3.2 Capital Improvement Program Expenditures, Funds 611

Between FY25 and FY29, total projected CIP expenditures are approximately \$28.7 million. CIP expenditures are projected to be funded with cash from water rates and use of Fund 611 cash balance.

3.3 Debt Service

In January 2019, the City entered into a construction installment sale agreement with the State Water Resources Control Board for project funding up to \$55,000,000 for a Brackish Water Desalination Plant project. In September 2023, an amendment to the agreement was executed increasing project funding up to \$60,000,000. The loan bears interest at a rate of 1.4%, with a 30-year repayment period. As of June 30, 2024, the City has drawn the entire amount available for funding. Interest payments began in 2022 and the first principal payment will begin in July 2025.

Water enterprise revenue bonds are secured by a lien upon and from, the revenues of the water enterprise. Commonly, an operating history of the enterprise or feasibility studies are used to determine that such revenues are sufficient to pay projected operation and maintenance expenses of the enterprise, debt service associated with the bonds and an additional amount known as coverage. Issuers of public enterprise revenue bonds generally covenant in the bond resolution or indenture to establish rates and charges for the products or services provided by the enterprise in a manner sufficient to provide revenues to pay such amounts and to provide coverage.

For the 2019 Construction Installment Sale Agreement with the State Water Resources Control Board, debt service coverage ratios exceed the minimum ratio of 1.20 in all years.

3.4 Cash Flow, Water Fund 611

The approximate amount of revenues required from water quantity rates and meter charges for the five-year period, FY25 through FY29, is approximately \$226.2 million. Another \$27.4 million in revenues is projected from other sources. Expenditures during the same period are projected to be approximately \$283.6 million. The operating fund balance is projected to decline from approximately \$59.7 million in FY24 to \$29.7 million in FY29. Cash flow FY23 through FY29 is summarized in the table below.

| | 2023-25 Operating Budget Updates to FY23, FY24, and FY25 | | | Proforma Based on Alternative Rate Increase Scenarios and Expenditure Forecasts | | | | FY25 through FY29 |
|-----------------------------------------------------------|-------------------------------------------------------------|-------------------|-------------------|------------------------------------------------------------------------------------|-------------------|-------------------|-------------------|-------------------------|
| | 2022-23 | 2023-24 | FY25 | FY26 | FY27 | FY28 | FY29 | |
| | Actual | Budget | Budget | Projected | Projected | Projected | Projected | |
| Beginning Balance, July 1 | 59,243,284 | 57,754,200 | 44,055,181 | 30,675,286 | 25,902,744 | 21,491,162 | 17,683,477 | |
| Revenue Source: | | | | | | | | |
| Charges for Services | 36,851,957 | 38,364,116 | 37,892,384 | 41,021,837 | 44,735,164 | 49,064,949 | 53,512,487 | 226,230,821 |
| Water Supervision Division Other | 3,399,613 | 5,322,321 | 4,484,500 | 4,484,500 | 4,484,500 | 4,484,500 | 4,484,500 | 22,422,500 |
| Water Distribution Division Other | 225,458 | 642,330 | 619,000 | 619,000 | 619,000 | 619,000 | 619,000 | 3,095,000 |
| Investment Income | 971,796 | 1,250,000 | 250,000 | 150,000 | 150,000 | 150,000 | 100,000 | 800,000 |
| State Brackish Water Grant | 3,006,115 | - | 1,000,000 | 0 | 0 | 0 | 0 | 1,000,000 |
| SWRCB Loan Financing | 34,157,126 | 16,865,358 | - | 0 | 0 | 0 | 0 | 0 |
| Miscellaneous | 133,112 | 131,304 | 84,000 | 0 | 0 | 0 | 0 | 84,000 |
| Transfer In | 6,100,000 | - | - | 0 | 0 | 0 | 0 | 0 |
| Total Revenues | 84,845,177 | 62,575,429 | 44,329,884 | 46,275,337 | 49,992,664 | 54,318,449 | 58,715,987 | 253,632,321 |
| Expenditures: | | | | | | | | |
| Personnel | 2,754,778 | 9,000,424 | 12,584,857 | 13,088,251 | 13,611,781 | 14,156,253 | 14,722,503 | 68,163,645 |
| Services & Supplies | 9,706,880 | 12,812,015 | 9,508,292 | 9,888,624 | 10,284,169 | 10,695,535 | 11,123,357 | 51,499,976 |
| CCWD Treated and Raw Water | 12,481,582 | 17,279,792 | 13,002,092 | 13,782,218 | 15,849,550 | 18,226,983 | 20,961,030 | 81,821,872 |
| Utilities | 2,141,443 | 3,366,227 | 2,219,954 | 2,330,952 | 2,447,499 | 2,569,874 | 2,698,368 | 12,266,647 |
| Chemicals | 1,093,301 | 1,807,500 | 1,907,500 | 2,002,875 | 2,103,019 | 2,206,170 | 2,318,578 | 10,540,142 |
| Insurance | 662,888 | 749,549 | 930,118 | 995,226 | 1,064,892 | 1,139,435 | 1,219,195 | 5,348,866 |
| Debt Service | 525,302 | 672,169 | 2,463,079 | 2,463,079 | 2,463,079 | 2,463,079 | 2,463,079 | 12,315,395 |
| Transfers Out | 314,579 | 617,780 | 414,510 | 435,236 | 456,997 | 479,847 | 503,839 | 2,290,429 |
| Internal Services | 1,382,819 | 1,753,898 | 2,001,377 | 2,061,418 | 2,123,261 | 2,185,959 | 2,252,567 | 10,625,582 |
| Capital Improvement Projects | 50,270,579 | 28,215,094 | 12,678,000 | 4,000,000 | 4,000,000 | 4,000,000 | 4,000,000 | 28,678,000 |
| Total Expenditures | 86,334,261 | 76,274,448 | 57,709,779 | 51,047,878 | 54,404,247 | 58,126,134 | 62,262,517 | 283,550,555 |
| Ending Balance, June 30, with Liabilities | 57,754,200 | 44,055,181 | 30,675,286 | 25,902,744 | 21,491,162 | 17,683,477 | 14,136,947 | |
| Pension/OPEB Liabilities | 14,602,802 | 15,613,430 | 15,613,430 | 15,613,430 | 15,613,430 | 15,613,430 | 15,613,430 | |
| Ending Balance, June 30, without Liabilities ¹ | 72,357,002 | 59,668,611 | 46,288,716 | 41,516,174 | 37,104,592 | 33,296,907 | 29,750,377 | |

¹ For purposes of cash flow analysis, Pension and OPEB liabilities of the Water Enterprise have been removed from the ending balances as these liabilities are non-cash and recognized for financial reporting under GASB 68 and GASB 75.

A minimum fund balance (reserves) was developed for the enterprise fund. The fund balance should provide for levels of working capital that will enable the City to adjust to unexpected changes in the timing of accounts receivable from ratepayers, payments for unexpected increases in O&M expenses or other fluctuations in cash flow. The minimum fund balance developed is based on 180 days of annual operating expenditures. In FY25, 180 days of annual operating expenditures is estimated to equal approximately \$22.1 million. The target reserve balance in FY29 is approximately \$28.7 million.

3.5 Cash Flow, Water Fund 612

Fund 612 accounts for water system improvements and capital expenditures only. There are no operating expenditures allotted to this fund.

Between FY25 and FY29, total projected CIP expenditures are approximately \$49,000. CIP expenditures are projected to be funded primarily with cash from water facility reserve fees (also call capacity charges). Projected cash flow for FY23 through FY29 is summarized in the table below.

| Table 3-7. Water Fund 612 Cash Flow, FY23 - FY29 | | | | | | | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|--------------------------|-------------------|------------------------------------------------------------------------------------------|----------------------|----------------------|----------------------|-------------------------------|
| | 2023-25 Operating Budget Updates to FY23, FY24, and FY25 | | | Proforma Based on Estimated Capacity Charge Revenue and Capital Expenditure Forecasts | | | | 2024-25 through 2028-29 |
| | 2022-23 Actual | 2023-24 Trial Balance | 2024-25 Budget | 2025-26 Projected | 2026-27 Projected | 2027-28 Projected | 2028-29 Projected | |
| Beginning Balance, July 1 | 12,748,706 | 7,616,280 | 10,216,967 | 11,851,451 | 13,478,693 | 15,153,935 | 16,879,177 | |
| Revenue Source: | | | | | | | | |
| Current Services Charges ¹ | 1,875,000 | 2,523,203 | 1,557,000 | 1,604,000 | 1,652,000 | 1,702,000 | 1,753,000 | 8,268,000 |
| Investment Income | 100,000 | 100,000 | 100,000 | 30,000 | 30,000 | 30,000 | 30,000 | 220,000 |
| Total Revenues | 1,975,000 | 2,623,203 | 1,657,000 | 1,634,000 | 1,682,000 | 1,732,000 | 1,783,000 | 8,488,000 |
| ¹ Current Service Charge values for 2024-25 and onward are based on facility reserve fees escalated by the projected 20-City ENR CCI Index and the projected number of new connections. | | | | | | | | |
| Expenditures: | | | | | | | | |
| Services & Supplies | 22,000 | 22,000 | 22,000 | 6,500 | 6,500 | 6,500 | 6,500 | 48,000 |
| WTP Disinfection Improvements | 984,691 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Transfers Out - Brackish Water | 5,100,000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Internal Services | 735 | 516 | 516 | 258 | 258 | 258 | 258 | 1,548 |
| Total Expenditures | 7,107,426 | 22,516 | 22,516 | 6,758 | 6,758 | 6,758 | 6,758 | 49,548 |
| Ending Balance, June 30 | 7,616,280 | 10,216,967 | 11,851,451 | 13,478,693 | 15,153,935 | 16,879,177 | 18,655,419 | |

C21

This Page Intentionally Blank.

Section 4

Proposition 218 Notice and Revenue from Rates

Revenues from rates and charges are summarized in this section.

4.1 Recommended Rates and Charges

Current rates for FY24 and the first half of FY25, and recommended rates to be effective January 1, 2025, and onward for FY25 – FY29, are shown in the table below.

| Table 4-1. FY24 and Recommended FY25 – FY29 Water Rates and Charges | | | | | | | |
|---------------------------------------------------------------------|-------------------|------------|---------------------------------|------------|------------|------------|------------|
| Water Rates | effective dates > | Current | Recommended Five-Year Rate Plan | | | | |
| | | FY24 | FY25 | FY26 | FY27 | FY28 | FY29 |
| | | 7/1/2019 | 1/1/2025 | 7/1/2025 | 7/1/2026 | 7/1/2027 | 7/1/2028 |
| Quantity Rates, \$/HCF | | | | | | | |
| Non-Single Family | | | | | | | |
| Zone I | | \$4.44 | \$4.45 | \$4.72 | \$5.03 | \$5.37 | \$5.73 |
| Zone II | | \$4.55 | \$4.57 | \$4.89 | \$5.28 | \$5.67 | \$6.09 |
| Zone III | | \$4.65 | \$4.80 | \$5.22 | \$5.76 | \$6.25 | \$6.79 |
| Zone IV | | \$4.86 | \$5.26 | \$5.89 | \$6.73 | \$7.41 | \$8.19 |
| Single Family & Senior | | | | | | | |
| Tier 1 | | 0 - 12 HCF | 0 - 12 HCF | 0 - 12 HCF | 0 - 10 HCF | 0 - 10 HCF | 0 - 10 HCF |
| Zone I | | \$3.78 | \$3.90 | \$4.14 | \$4.42 | \$4.72 | \$5.05 |
| Zone II | | \$3.89 | \$4.02 | \$4.31 | \$4.67 | \$5.02 | \$5.41 |
| Zone III | | \$3.99 | \$4.25 | \$4.64 | \$5.15 | \$5.60 | \$6.11 |
| Zone IV | | \$4.20 | \$4.71 | \$5.31 | \$6.12 | \$6.76 | \$7.50 |
| Tier 2 | | > 12 HCF | > 12 HCF | > 12 HCF | > 10 HCF | > 10 HCF | > 10 HCF |
| Zone I | | \$6.22 | \$6.34 | \$6.70 | \$7.11 | \$7.57 | \$8.07 |
| Zone II | | \$6.33 | \$6.46 | \$6.87 | \$7.36 | \$7.87 | \$8.43 |
| Zone III | | \$6.43 | \$6.69 | \$7.20 | \$7.84 | \$8.45 | \$9.13 |
| Zone IV | | \$6.84 | \$7.15 | \$7.87 | \$8.81 | \$9.61 | \$10.52 |
| Meter Service, \$/meter-month | | | | | | | |
| ¾ x ¾-inch | | \$24.40 | \$24.90 | \$26.10 | \$27.90 | \$31.00 | \$34.40 |
| 1-inch | | \$55.00 | \$56.10 | \$58.90 | \$63.00 | \$69.80 | \$77.60 |
| 1½-inch | | \$105.00 | \$107.00 | \$113.00 | \$120.00 | \$133.00 | \$148.00 |
| 2-inch | | \$165 | \$168.00 | \$177.00 | \$189.00 | \$209.00 | \$233.00 |
| 3-inch | | \$305 | \$311.00 | \$327.00 | \$349.00 | \$387.00 | \$430.00 |
| 4-inch | | \$506 | \$516.00 | \$542.00 | \$579.00 | \$642.00 | \$714.00 |
| 6-inch | | \$1,008 | \$1,030.00 | \$1,080.00 | \$1,150.00 | \$1,280.00 | \$1,420.00 |
| 8-inch | | \$1,610 | \$1,640.00 | \$1,730.00 | \$1,840.00 | \$2,040.00 | \$2,270.00 |
| 10-inch | | \$2,312 | \$2,360.00 | \$2,480.00 | \$2,650.00 | \$2,930.00 | \$3,260.00 |
| 12-inch | | \$3,315 | \$3,380.00 | \$3,550.00 | \$3,790.00 | \$4,210.00 | \$4,670.00 |

After the first rate increase for FY25 effective January 1, 2025, (six months into the fiscal year), increases for the next four fiscal years are effective July 1 which is the beginning of the fiscal year.

Note that the rate structure is also changed for single family and senior quantity rates. The rate structure change is to lower the break point between Tier 1 and Tier 2 rates from 12 HCF to 10 HCF over two years beginning in FY26.

The City has not increased water rates since July 1, 2019. Annual bill increases for Single Family accounts for the recommended five-year rate plan (for FY25 – FY29) average approximately 8.2% per year when using 10 HCF of water use in Zone 3.

4.2 Revenue from Current and Recommended Rates and Charges

Revenue from rates and charges is summarized in the table below. The amount of revenues from water rates for the five-year period, FY25 through FY29, is approximately \$226.2 million.

| Table 4-2. Projected Revenue from Water Rates, FY24 – FY29 | | | | | | | | |
|------------------------------------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|--------------------|--------------|
| Revenue from Water Rates and Charges | FY24 | FY25 | FY26 | FY27 | FY28 | FY29 | FY25 - FY29 | % of Total |
| <i>effective dates ></i> | <i>7/1/2019</i> | <i>1/1/2025</i> | <i>7/1/2025</i> | <i>7/1/2026</i> | <i>7/1/2027</i> | <i>7/1/2028</i> | | |
| Summary by Customer Class Quantity and Meter | | | | | | | | |
| Quantity | | | | | | | | |
| Non-Single Family | 5,738,281 | 5,718,791 | 6,103,152 | 6,548,861 | 6,975,258 | 7,432,482 | 32,778,545 | 14% |
| Single Family | | | | | | | | |
| Tier 1 | 10,465,811 | 11,657,571 | 12,922,576 | 13,640,675 | 14,021,426 | 15,174,853 | 67,412,101 | 30% |
| Tier 2 | <u>7,651,284</u> | <u>6,157,919</u> | <u>6,716,698</u> | <u>8,151,473</u> | <u>9,794,854</u> | <u>10,529,459</u> | <u>41,350,403</u> | <u>18%</u> |
| Total Single Family | 18,117,095 | 17,815,489 | 19,639,274 | 21,792,149 | 23,816,280 | 25,704,312 | 108,762,504 | 48% |
| Senior | | | | | | | | |
| Tier 1 | 31,206 | 33,647 | 35,694 | 38,667 | 40,005 | 42,879 | 191,892 | 0.08% |
| Tier 2 | <u>10,560</u> | <u>7,564</u> | <u>8,115</u> | <u>10,298</u> | <u>12,973</u> | <u>13,815</u> | <u>52,765</u> | <u>0.02%</u> |
| Total Senior | 41,766 | 41,210 | 44,809 | 48,965 | 52,978 | 56,695 | 244,657 | 0.11% |
| Total Quantity | 23,897,142 | 23,575,491 | 25,787,235 | 28,389,974 | 30,844,517 | 33,193,489 | 141,790,706 | 63% |
| Meter Service | 14,115,408 | 14,316,893 | 15,234,602 | 16,349,190 | 18,220,433 | 20,318,998 | 84,440,116 | 37% |
| Total All Rates | 38,012,550 | 37,892,384 | 41,021,837 | 44,739,164 | 49,064,949 | 53,512,487 | 226,230,821 | 100% |
| Annual Revenue \$ Increase | | -120,166 | 3,129,453 | 3,717,327 | 4,325,785 | 4,447,537 | 15,499,937 | |
| Annual Revenue % Increase | | -0.3% | 8.3% | 9.1% | 9.7% | 9.1% | | |
| Summary by Rate Category, Dollars | | | | | | | | |
| Quantity, w/o elevation zone | 22,936,309 | 22,539,794 | 24,309,414 | 26,250,210 | 28,287,255 | 30,137,680 | 131,524,353 | 58% |
| Quantity, elevation zone | 960,833 | 1,035,696 | 1,477,821 | 2,139,765 | 2,557,261 | 3,055,809 | 10,266,352 | 5% |
| Meter Service | 14,115,408 | 14,316,893 | 15,234,602 | 16,349,190 | 18,220,433 | 20,318,998 | 84,440,116 | 37% |
| Total | 38,012,550 | 37,892,384 | 41,021,837 | 44,739,164 | 49,064,949 | 53,512,487 | 226,230,821 | 100% |
| Cumulative Total, FY25 - FY29 | | | | | | | | |
| Summary by Rate Category, Percent | | | | | | | | |
| Quantity, w/o elevation zone | 60% | 59% | 59% | 59% | 58% | 56% | | |
| Quantity, elevation zone | 3% | 3% | 4% | 5% | 5% | 6% | | |
| Meter Service | 37% | 38% | 37% | 37% | 37% | 38% | | |
| Total | 100% | 100% | 100% | 100% | 100% | 100% | | |

C24

Section 5

Impact of Rate Changes on Customer Bills

Residential (single family) accounts make up approximately 95% of all customer accounts. The impact on customers is summarized in terms of changes in the monthly bill for a typical single family account.

5.1 Single Family Monthly Bills Survey

Current and recommended FY25 monthly water bills for Antioch were compared with other agencies. The comparison is based on a $\frac{3}{4}$ -inch meter using 10 HCF of water per month (approximately 245 gallons per day) in a comparable elevation zone. The elevation zone used for Antioch monthly bills is Zone 3. Results of the survey are shown in the figure below. FY25 rates for other agencies are used if adopted; otherwise, current rates are used.

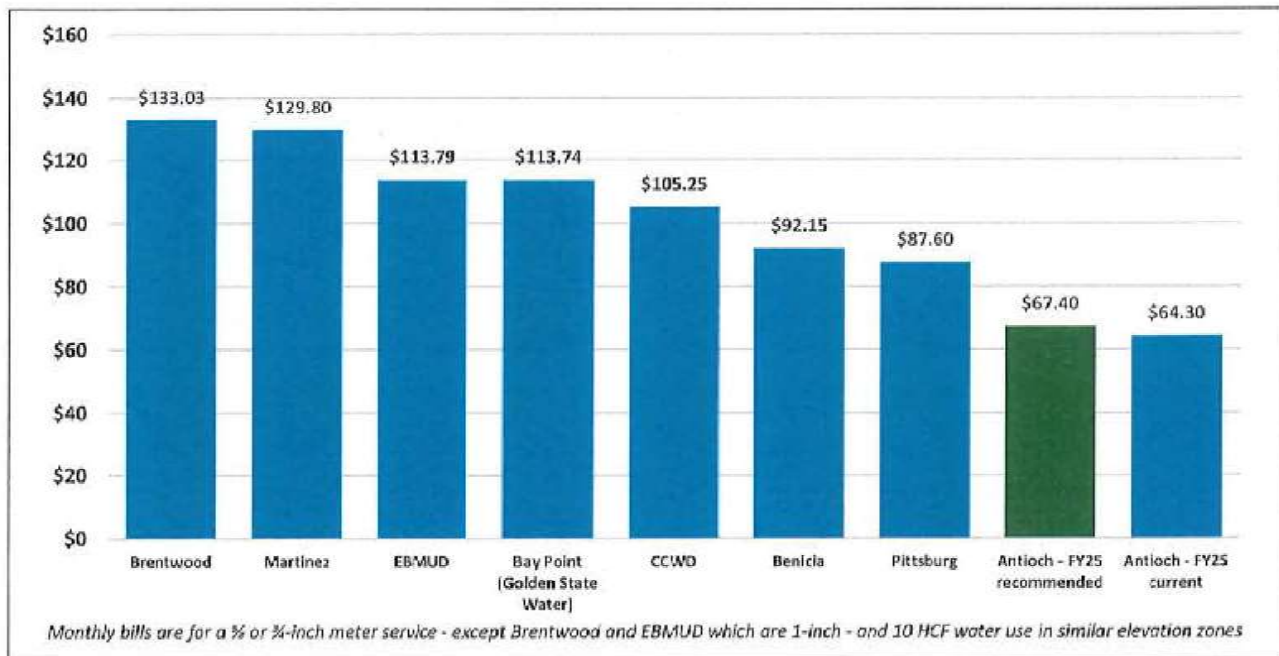


Figure 5-1. Single Family Monthly Bills Survey

5.2 Antioch Single Family Bills, FY09 – FY29

Monthly water bills for Single Family users for FY09 – FY24 (16 years) were compared with bills adopted and recommended for the next five years (FY25 – FY29). The bills for FY25 – FY29 are based on a ¾-inch meter using 10 HCF of water per month in elevation Zone 3.

Note that in the 16 years prior to FY25 – FY29, monthly bills were calculated using higher water consumption of 15 HCF per month during FY9 – FY15; 13 HCF per month during FY16 and FY17; and 12 HCF per month from FY18 - FY24. Water consumption used for calculating bills has steadily dropped in proportion to the amount of water conservation recorded for residential accounts.

In the four years when water consumption for calculating bills was lowered – FY16 (from 15 HCF to 13 HCF), FY18 (from 13 HCF to 12 HCF), FY27 (from 12 HCF to 11 HCF), and FY28 (from 11 HCF to 10 HCF) – the percent increase in bills is lower than the percent increase in rates in that year.

Lowering the amount of water use results in a lower monthly bill in both percentage and absolute terms. For example, in FY16 a monthly bill with 15 HCF of water use was \$57.85; a monthly bill with 13 HCF of water was \$52.47 (as shown in the figure) – a decrease of \$5.38. Without conservation of 2 HCF, the monthly bill would have increased by \$2.65 (approximately 4.8 percent). With conservation of 2 HCF, the monthly bill decreased by \$2.73 (approximately 4.9 percent).

Monthly bills for FY18, FY27, and FY28 are impacted in a similar manner. The percentage increase for years with bill calculations that incorporate a reduction in water use are shown in the figure below with blue circles.

For the past 16 years, the average annual increase in bills has been 4.2 percent. For five of those years the annual increase in bills was zero.

Annual bill increases for Single Family accounts using 10 HCF of water use in Zone 3 for the recommended five-year rate plan (for FY25 – FY29) average approximately 8.2% per year.

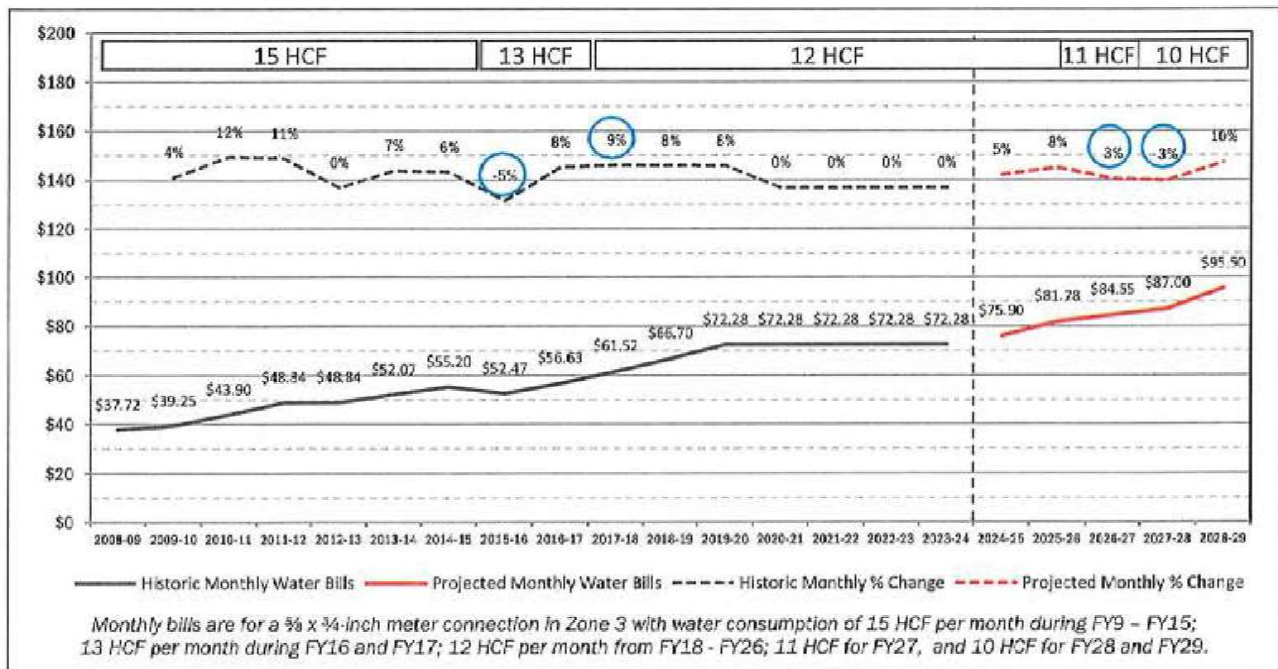


Figure 5-2. Antioch Single Family Bills for FY09 – FY29



Section 6

Limitations

This document was prepared solely for City of Antioch in accordance with professional standards at the time the services were performed and in accordance with the contract between City of Antioch and Pavletic Consulting LLC. This document is governed by the specific scope of work authorized by City of Antioch; it is not intended to be relied upon by any other party. We have relied on information or instructions provided by City of Antioch and, unless otherwise expressly indicated, have made no independent investigation as to the validity, completeness, or accuracy of such information.

This Page Intentionally Blank.



City of Antioch

Notice of Public Hearing on Proposed Water Rate Increase

Tuesday, November 12, 2024, at 7:00 p.m.

Council Chambers – 200 "H" Street, Antioch, CA 94509

Para los clientes de habla hispana, una versión de este aviso en español está disponible en el sitio web de la Ciudad de Antioch en www.antiochca.gov y www.antiochwater.com. Anuncios en español también están disponibles en el Ayuntamiento, en la calle Tres y H, en la Biblioteca Pública ubicado en 501 West 18th Street, y en la Biblioteca de el Centro Comunitario de Antioch ubicado en 4703 Lone Tree Way, Antioch.

Public Hearing and Protests

The City of Antioch wishes to notify you of a Public Hearing of the City Council on November 12, 2024, at 7:00 p.m. at the City Hall Council Chambers to discuss Water rate increase for fiscal years (FY) 2024/25 through 2028/29. The City Council may take action to implement increases at this meeting.

The City will accept public comments at the Public Hearing. Written protests may be submitted before or at this Public Hearing. Written protests may be hand delivered to the Public Works Department Office, 1201 West 4th Street, Antioch, CA or mailed to the Public Work's Office at P.O. Box 5007, Antioch, CA 94531-5007; or personally submitted at the City Council meeting prior to the public hearing. To be valid, protests must be in writing, state opposition to the proposed rate increase, and include customer's name, address, and account number from your mailing label. Protests must be signed by the property owner or by the tenant directly responsible for payment of the fees subject to the proposed increase. Only one protest will be counted per parcel. Oral comments at the public hearing will not qualify as formal protests unless accompanied by a valid written protest. The meeting facility is accessible to the handicapped. Auxiliary aides will be made available, upon request in advance, for persons with hearing or vision disabilities.

Table 1:

| | Current | | Recommended Five-Year Rate Plan | | | |
|--------------------------------------|-----------------------------|------------|---------------------------------|------------|------------|------------|
| | FY24 | FY25 | FY26 | FY27 | FY28 | FY29 |
| Water Rates | <i>effective dates ></i> | | | | | |
| | 7/1/2019 | 1/1/2025 | 7/1/2025 | 7/1/2026 | 7/1/2027 | 7/1/2028 |
| Quantity Rates, \$/HCF | | | | | | |
| Non-Single Family | | | | | | |
| Zone I | \$4.44 | \$4.45 | \$4.72 | \$5.03 | \$5.37 | \$5.73 |
| Zone II | \$4.55 | \$4.57 | \$4.89 | \$5.28 | \$5.67 | \$6.09 |
| Zone III | \$4.65 | \$4.80 | \$5.22 | \$5.76 | \$6.25 | \$6.79 |
| Zone IV | \$4.86 | \$5.26 | \$5.89 | \$6.73 | \$7.41 | \$8.18 |
| Single Family & Senior | | | | | | |
| Tier 1 | 0 - 0 HCF | 0 - 0 HCF | 0 - 0 HCF | 0 - 1 HCF | 0 - 0 HCF | 0 - 0 HCF |
| Zone I | \$3.78 | \$3.90 | \$4.14 | \$4.42 | \$4.72 | \$5.05 |
| Zone II | \$3.89 | \$4.02 | \$4.31 | \$4.67 | \$5.02 | \$5.41 |
| Zone III | \$3.99 | \$4.25 | \$4.64 | \$5.15 | \$5.60 | \$6.11 |
| Zone IV | \$4.20 | \$4.71 | \$5.31 | \$6.12 | \$6.76 | \$7.50 |
| Tier 2 | > 0 HCF | > 0 HCF | > 0 HCF | > 1 HCF | > 0 HCF | > 0 HCF |
| Zone I | \$6.22 | \$6.34 | \$6.70 | \$7.11 | \$7.57 | \$8.07 |
| Zone II | \$6.33 | \$6.46 | \$6.87 | \$7.36 | \$7.87 | \$8.43 |
| Zone III | \$6.43 | \$6.69 | \$7.20 | \$7.84 | \$8.45 | \$9.13 |
| Zone IV | \$6.64 | \$7.15 | \$7.87 | \$8.81 | \$9.61 | \$10.52 |
| Meter Service, \$/meter-month | | | | | | |
| ¾ x ¾-inch | \$24.40 | \$24.90 | \$26.10 | \$27.90 | \$31.00 | \$34.40 |
| 1-inch | \$55.00 | \$56.10 | \$58.90 | \$63.00 | \$69.80 | \$77.60 |
| 1½-inch | \$105.00 | \$107.00 | \$113.00 | \$120.00 | \$133.00 | \$148.00 |
| 2-inch | \$165 | \$168.00 | \$177.00 | \$189.00 | \$209.00 | \$233.00 |
| 3-inch | \$305 | \$311.00 | \$327.00 | \$349.00 | \$387.00 | \$430.00 |
| 4-inch | \$506 | \$516.00 | \$542.00 | \$579.00 | \$642.00 | \$714.00 |
| 6-inch | \$1,008 | \$1,030.00 | \$1,080.00 | \$1,150.00 | \$1,280.00 | \$1,420.00 |
| 8-inch | \$1,610 | \$1,640.00 | \$1,730.00 | \$1,840.00 | \$2,040.00 | \$2,270.00 |
| 10-inch | \$2,312 | \$2,380.00 | \$2,480.00 | \$2,650.00 | \$2,930.00 | \$3,280.00 |
| 12-inch | \$3,315 | \$3,380.00 | \$3,550.00 | \$3,790.00 | \$4,210.00 | \$4,670.00 |

D1

Need for Rate Increases

The proposed increases are necessary to maintain the financial stability and structural integrity of the City's Water Enterprise Program, and to address new Federal and State regulatory mandates, as well as increasing costs affecting Water operations. Utility fee calculations are based on the cost of operation and maintenance expenses (including labor, utilities, supplies and materials), capital expenditures for infrastructure, and adequate reserves for meeting capital and operational needs. This rate increase addresses the rising costs of treating water as well as maintaining water distribution; and the need to meet increasing mandates from both Federal and State agencies. The City is committed to proactively improving and maintaining our aging systems while providing excellent services at all levels within our programs.

Water Rates - Proposed Rate Structure (Table 1): The rate structure has two components: 1) a monthly meter service charge which varies by meter size: and 2) a quantity rate for actual metered water usage in each of four elevation zones. Quantity rates increase for higher elevation zones as a result of additional electricity costs associated with pumping water to higher elevations. Most single-family customers have a $\frac{5}{8}$ x $\frac{3}{4}$ -inch meter.

In order to promote continued water conservation, two-tier quantity rates have been developed for single family customers. The first-tier quantity rate applies to water use equal to or below average monthly water use; the second tier quantity rate applies to above average water use. All other customers (those shown as "Non-Single Family" in the chart above including multi-family, industrial, commercial, etc.) have an increased uniform quantity rate that applies to the applicable elevation zone.

Since the previous rate increases, average monthly water use for single family customers has decreased from approximately 12 HCF (about 295 gallons per day) to approximately 9 HCF (about 221 gallons per day). First tier quantity range is being lowered from 12 HCF in FY25 and FY26 to 11 HCF in FY27 and 10 HCF in FY28 and FY29.

If approved, the new rates and charges will go in effect on January 1, 2025.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 10, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Michael Mellone, Police Lieutenant

APPROVED BY: Brian Addington, Interim Chief of Police

SUBJECT: Amendment of Employee Referral and Recruitment Signing Bonus and Incentive Program for Peace Officers, Addition of Incentive Program for Dispatchers

RECOMMENDED ACTION

It is recommended that the City Council adopt the resolution:

1. Authorizing the Acting City Manager or designee to continue the employee referral and recruitment signing bonus and incentive program for qualified lateral and entry-level (academy graduate and recruit) Peace Officers;
2. Introducing a \$10,000 signing bonus for newly hired Police Dispatchers to be paid in two increments: \$5,000 upon successful completion of the Dispatch Training Program and \$5,000 upon successful completion of two (2) years of employment with the City of Antioch Police Department Dispatch Center; and
3. Authorizing the necessary budget through June 30, 2025, of up to \$350,000.

FISCAL IMPACT

The fiscal impact would be determined by the number of lateral and/or entry-level applicants hired, as well as the number of Police Dispatchers hired while the program is in effect. These financial incentives are distributed in five (5) separate increments over five (5) years for both lateral and entry-level Peace Officers, with the bulk of the payment (\$15,000) paid upfront.

Additionally, the Police Department is requesting to now include a \$10,000 signing bonus for Police Dispatchers. It is proposed for this bonus to be distributed in two increments: \$5,000 upon successful completion of the Dispatch Training Program and \$5,000 upon successful completion of two (2) years of employment with the City of Antioch Police Department Dispatch Center.

DISCUSSION

At the regular City Council Meeting of September 12, 2023, the City Council adopted Resolution No. 2023/144, increasing the employee referral and signing bonus and incentive program for qualified lateral and entry-level Police Officers. The Police Department seeks to continue and amend the employee recruitment and signing bonus and incentive program to include a new provision to offer a \$10,000 signing bonus for newly hired Police Dispatchers.

This proposed incentive program for Police Dispatchers is intended to help attract qualified entry-level and lateral Police Dispatchers to the City of Antioch, addressing the current five vacancies in the Dispatch Center. By offering a competitive financial incentive, the City aims to draw experienced professionals who can immediately contribute to maintaining high-quality service standards and reducing the training burden on existing staff.

Per the attached resolution under consideration, the incentive program for lateral and entry-level Peace Officers will be amended to include Dispatchers and extended the program through June 30, 2025, ensuring a comprehensive approach to recruiting and retaining essential personnel across the department.

The current incentive program includes a claw back provision requiring repayment of bonuses if an employee severs employment with the City of Antioch any time before the 5-year commitment. The same claw back provision will apply to the Police Dispatcher signing bonus if employment is terminated prior to completion of two (2) years of employment.

Program Details for Dispatchers:

To qualify for the signing bonus, Police Dispatcher applicants must:

1. Successfully complete the POST – approved Dispatch Training Program for the City of Antioch Dispatch Center.
2. Successfully complete two (2) years of employment with the City of Antioch Dispatch Center.

The \$10,000 signing bonus will be distributed in two increments:

1. Successfully complete the POST – approved Dispatch Training Program for the City of Antioch Dispatch Center.
2. Successfully complete two (2) years of employment with the City of Antioch Dispatch Center.

Program Details for Lateral Peace Officers:

(Open to all qualifying lateral Peace Officers, with the exception of the Police Chief, hired from September 12, 2024, until June 30, 2025):

1. The incentives remain the same as in the previous program year.

Program Details for Entry-Level (Academy Graduate and Recruit) Peace Officers
(Open to all qualifying entry-level police officers hired from September 12, 2024, until June 30, 2025):

1. The qualifications and incentives remain the same as in the previous fiscal year.

Repayment of Bonuses and Incentives:

The repayment requirements remain consistent with the previously approved program. For Police Dispatchers, if separation occurs after completion of their Dispatcher training, but before the completion of two (2) years of employment, the Police Dispatcher shall reimburse the City for \$5,000 of the signing bonus. If the separation occurs prior to completion of two (2) years of employment, the Police Dispatcher shall reimburse the City for the full \$10,000 signing bonus.

The proposed recruitment signing bonus and incentive program aims to enhance the City of Antioch's ability to attract and retain qualified lateral and entry-level Peace Officers, as well as Dispatchers, by offering competitive financial incentives.

ATTACHMENTS

- A. Resolution 2024/XXX
- B. Exhibit "A"

ATTACHMENT "A"

RESOLUTION NO. 2024/xxx

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING THE EXTENSION AND AMENDMENT OF THE BONUS INCENTIVE PROGRAM FOR QUALIFIED LATERAL AND ENTRY-LEVEL PEACE OFFICERS, INTRODUCING A SIGNING BONUS FOR POLICE DISPATCHERS AND APPROVING THE NECESSARY FISCAL YEAR 2024/25 BUDGET ADJUSTMENT

WHEREAS, on September 12, 2023, the Antioch City Council adopted Resolution 2023/144 continuing the employee recruitment and signing bonus incentive program through June 30, 2025 in the total amount of \$350,000 to be paid over a five-year period for qualified peace officers; and

WHEREAS, the Antioch City Council recognizes the need to remain competitive in hiring qualified peace officers and acknowledges the critical staffing shortages in the Dispatch Center, with five current vacancies; and

WHEREAS, the City Council seeks to expand the incentive program to include a \$10,000 signing bonus for newly hired Police Dispatchers to attract qualified lateral candidates, thereby enhancing the operational efficiency and service quality of the Antioch Police Department;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby:

1. Authorizes the continuation of the employee referral and recruitment signing bonus/incentive program for qualified lateral and entry-level (academy graduate and recruit) peace officers through June 30, 2025 with a total program amount of up to \$350,000;
2. Approves the introduction of a \$10,000 signing bonus for newly hired Police Dispatchers through June 30, 2025, to be paid in two increments: \$5,000 upon successful completion of the POST-approved Dispatch Training program and \$5,000 upon successful completion of two years of employment with the City of Antioch.
3. Directs the Acting City Manager or designee to make any necessary budget adjustments for the fiscal year 2024/25 to fund the continuation and expansion of this program; and

4. Reaffirms its commitment to maintaining a competitive recruitment strategy to ensure the Antioch Police Department is fully staffed with qualified personnel to meet the needs of the community.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch, at a regular meeting thereof, held on the 10th day of September 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH**

EXHIBIT "A"

EMPLOYEE REFERRAL AND RECRUITMENT SIGNING BONUS AND INCENTIVE PROGRAM FOR PEACE OFFICERS AND DISPATCHERS

Recommended Program Details for Lateral Peace Officers (open to all qualifying lateral peace officers, except police chief, hired from September 12, 2024 until June 30, 2025):

To qualify for the bonus/incentives, the applicant must:

1. Be currently employed as a peace officer within a California law enforcement agency.
2. Have at least two (2) years of experience and have successfully completed a probationary period.
3. And, possess a Basic California POST Certificate, or required POST certification based on job description.
4. If the applicant is a former Antioch officer who wishes to return to the department, his/her separation of employment must be at least eighteen (18) months to qualify.

The bonus/incentives will consist of the following:

1. Applicant will be allowed to carry over up to 200 hours of accrued sick leave from his/her department.
2. Prior law enforcement service seniority will be used to determine vacation accrual rate of the applicant.
3. Automatic credit of 40 hours vacation upon employment.
4. Signing bonus of \$30,000 with payments in the following increments:
 - a. \$15,000 - upon successful completion of FTO
 - b. \$2,500 - upon successful completion of probation
 - c. \$5,000 - upon three (3) years of service
 - d. \$2,500 - upon four (4) years of service
 - e. \$5,000 - upon five (5) years of service
5. Any current Antioch employee who recruits a lateral officer will receive his/her choice of \$1,000 or 20 hours of Comp Time upon the lateral's successful completion of the field training program.

Recommended Program Details for Entry Level (Academy Graduate and Recruit) Peace Officers (open to all qualifying entry level peace officers hired from September 12, 2024, until June 30, 2025):

To qualify for the bonus/incentives, the applicant must:

1. Successfully complete a Basic Police Academy and poses a Basic POST certificate in the State of California.
2. Successfully complete the background and hiring process for the City of Antioch Police Department.
3. Successfully complete the Field Training Program for the City of Antioch Police department

Recommended Program Details for Dispatchers (open to all qualifying entry level and lateral dispatchers hired from September 12, 2024, until June 30, 2025):

To qualify for the signing bonus, Police Dispatcher applicants must:

1. Successfully complete the POST – approved Dispatch Training Program for the City of Antioch Dispatch Center.
2. Successfully complete two (2) years of employment with the City of Antioch Dispatch Center.

The bonus/incentives will consist of the following:

1. Signing bonus of \$10,000 with payments in the following increments:
 - a. \$5,000 – upon successful completion of training period
 - b. \$5,000 – upon successful completion two (2) years of employment.

Repayment of Bonuses and Incentives:

In the event of separation of a lateral or entry level peace officer applicant's employment with the City for any reason, the applicant shall reimburse the City for the signing bonuses as detailed below:

1. If separation occurs before completion of the probationary period, applicant shall reimburse the City for **\$15,000**
2. If separation occurs before completion of three (3) years of employment, applicant shall reimburse the City for **\$17,500**
3. If separation occurs before completion of four (4) years of employment, applicant shall reimburse the City for **\$22,500**
4. If separation occurs before completion of five (5) years of employment, applicant shall reimburse the City for **\$25,000**

In the event of a separation of an entry or lateral police dispatcher applicant's employment with the City for any reason, the applicant shall reimburse the City for the signing bonuses as detailed below:

1. If the separation occurs before the completion of the probationary period, applicant shall reimburse the City for \$5,000.
2. If the separation occurs before the completion of two (2) years of employment, applicant shall reimburse the City for \$10,000.

A Lateral or Entry-Level Peace Officer Applicant agrees that if he/she is required to reimburse the bonuses and incentives under this Agreement, such reimbursement shall be immediately due and payable without notice. Applicant may request a payment plan of three months to fully satisfy any outstanding bonus payments not immediately repaid to the City. Thereafter, any continued failure to repay the entirety of the bonuses back in full within 3 months would entitle the City to immediate recovery of any non-repaid amount plus interest over the outstanding amount as required by law. Applicant agrees that if Applicant remains employed with the City of Antioch beyond five (5) years of employment as set forth above, Applicant will have no obligation to repay any portion of the signing bonus.

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 10, 2024
TO: Honorable Mayor and Members of the City Council
SUBMITTED BY: Kwame P. Reed, Acting City Manager *KPR*
SUBJECT: Standby City Council Members

RECOMMENDED ACTION

It is recommended that the City Council appoint the following nominees as standby city council members:

Mayor Hernandez-Thorpe: 1) Filled ; 2) Filled ; 3)
Council Member Torres-Walker: 1) Filled ; 2) Filled ; 3)
(District 1)

FISCAL IMPACT

No fiscal impact is anticipated as there is no compensation for standby council members.

DISCUSSION

Mayor Hernandez-Thorpe and Council Member Torres-Walker both had standby council members move and will need to appoint one nominee each to fill the vacancy.

Pursuant to State Law (Government Code Sections 8636-8644), Article 6 of Title 2 of the Antioch Municipal Code provides for the appointment of standby council members in the event of a declaration of emergency and a council member is unavailable due to being killed, missing or having an incapacitating injury.

Each council member shall nominate three standby members and indicate the order of priority of each standby member. Consideration shall be given to places of residence and work such that the greatest probability of survivorship or availability exist. While not required, priority shall be given to city residents who are at least 18 years of age and are registered voters. The City Council shall then appoint the nominees as standby council members.

Standby council members may become activated during a state of war emergency, a state of emergency or a declared local emergency. No standby member shall become a member of the City Council unless there is a declared emergency described above. The mere vacancy of the regular Council Member's office absent a declared emergency shall not activate the standby member. The first priority standby member shall serve during the emergency if his or her regular member is unavailable, meaning that the regular member is killed, missing, or so seriously injured as to be unable to attend meetings and otherwise perform duties. Any question as to whether a particular member is unavailable shall be settled by the remaining available members of the Council, including standby officers who are serving. If the first priority standby member is unavailable, the second priority shall serve, and so forth. Standby members shall serve at the pleasure of the governing body appointing them, and may be removed and replaced at any time with or without cause.

The provision for standby council members allows for the continuity of government in the event of a catastrophic emergency. Standby council members are not activated in the event of a "regular" vacancy in a council seat.

ATTACHMENTS

None

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 10, 2024

TO: Honorable Mayor and Members of the City Council

PREPARED BY: Kevin W. Kunding, Assistant City Attorney *RWK*

APPROVED BY: Thomas Lloyd Smith, City Attorney *TLS*

SUBJECT: Resolution for Approval of Cannabis Operating Agreement for 2615 Somersville Rd LLC dba Flavors Antioch

RECOMMENDED ACTION

It is recommended that the City Council:

1. Adopt a resolution approving a cannabis operating agreement between the City and 2615 Somersville Rd LLC dba Flavors Antioch (“Flavors Antioch”) and
2. Authorize the Acting City Manager to execute the agreement in a form approved by the City Attorney.

FISCAL IMPACT

Approval of the operating agreement will result in increased revenue to the City and the social equity program supported by the operating agreement from Flavors Antioch’s business.

DISCUSSION

On September 27, 2022, the Antioch City Council approved a Cannabis Business Use Permit (UP 22-09) for Flavors Antioch. On August 5, 2024, the Cannabis Standing Committee directed staff to place an item on the City Council agenda recommending approval of a cannabis operating agreement between the City and Flavors Antioch.

Before Flavors Antioch can begin operations, it must obtain City Council approval of its operating agreement. If the City Council approves the operating agreement, Flavors Antioch’s business would be located at 2615 Somersville Road, Antioch. Flavors Antioch’s operation will be located on a lot with approximately 25,000 square feet of land. The dispensary will operate in a building with 4,057 square feet of space. The business will include retail sales (license type 10.)

The operating agreement (Exhibit 1 to Attachment A) has been provided to Flavors Antioch for review and comment. It consistent with the standard operating agreement the City is using with other cannabis businesses. Flavors Antioch has indicated it is prepared to accept the terms of the operating agreement.

The proposed recipient of the social equity program is Bridge Builders to the New Generation, located at 5032 Tehachapi Way Antioch, CA 94531. Bridge Builders to the New Generation is dedicated to fostering the social emotional learning and mental well-being of youth and families from marginalized communities, providing a supportive and inclusive environment where they can develop essential skills for success in college, career, and life. Our passionate team is committed to empowering underserved youth to lead fulfilling lives by nurturing their growth and offering opportunities for the development of educational, social, vocational, and independent living skills. Their vision is to eliminate barriers to success, allowing underserved youth to live their dreams and attain their aspirations while being productive members of society. A copy of Bridge Builders to the New Generation’s proposed social equity program is attached as Exhibit B.

Standard terms of the operating agreement include:

- The operating agreement’s term is ten years with two possible five-year extensions. ANT Green agrees not to operate if the operating agreement is not in effect.
- The Police Chief has discretion to require changes to the business to protect public health and safety.
- The City Manager may impose additional mitigation measures relating to public health and safety.
- ANT Green will begin paying a percentage of gross revenue to the City as of the 15th of the month following the City issuing a Certificate of Occupancy for the City, and monthly thereafter. A business paying a fee based on square footage shall pay that fee, based on existing square footage, at the end of each year.
- The operating agreement shall be reviewed annually by City staff of a third party selected by the City.
- The operating agreement includes provisions relating to indemnification of the City and insurance protecting the City.

| Business type | Yr 1 | Yr 2 | Yr 3 | Yr 4+ |
|---------------------------------|-------------|-------------|-------------|--------------|
| Retail | 2% | 3% | 4% | 5% |
| Microbusiness* | 2% | 3% | 5% | 6% |
| Cultivation (per square foot) * | \$2 | \$3 | \$5 | \$6 |
| Distribution | 2% | 3% | 4% | 5% |
| Manufacturing | 2% | 3% | 4% | 5% |

- The revenue to be paid to the City is set forth in Exhibit C to the operating agreement, which provides:

*Eligible for local employment incentive

The total amount payable to City by the Operator pursuant to this Exhibit may be reduced by the following amount if the Operator employs on a full-time basis the following numbers of Antioch residents:

| | |
|-----------------------------|----------------------------------|
| At least 20 City residents | 1%, but not to exceed \$60,000 |
| At least 50 City residents | 3%, but not to exceed \$150,000 |
| At least 100 City residents | 6%, but not to exceed \$300,000 |
| At least 150 City residents | 9%, but not to exceed \$450,000 |
| 200 or more City residents | 12%, but not to exceed \$600,000 |

ATTACHMENT

- A. Resolution of Approval for Operating Agreement for ANT Green
Exhibit 1 Operating Agreement
- B. Bridge Builders to the New Generation's proposal

RESOLUTION NO. 2024/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING A CANNABIS OPERATING AGREEMENT FOR
2615 SOMERSVILLE RD, LLC DBA FLAVORS ANTIOCH**

WHEREAS, on September 27, 2022, by Resolution No. 2022-169, the City Council approved Cannabis Business Use Permit No. UP 22-09 for 2615 Somersville Rd, LLC, dba Flavors Antioch to operate a cannabis business within the City of Antioch (“City”);

WHEREAS, each cannabis business must obtain City Council approval of an operating agreement and execute that agreement prior to beginning operations as a cannabis business within the City;

WHEREAS, on September 10, 2024, the City Council reviewed the 2615 Somersville Rd, LLC, doing business as Flavors Antioch, operating agreement (“Operating Agreement”) and received public comment on it,

WHEREAS, the City Council finds that the Operating Agreement will benefit the City by producing revenue for the City and its goals;

WHEREAS, the City Council finds that the Operating Agreement will benefit the City in part because it requires the operator to provide additional funding for programs to address community needs within the City; and

WHEREAS, the City Council finds that the Operating Agreement in combination with the approved use permit for the cannabis business will benefit the community and includes adequate provisions to protect public health and safety.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby approves the 2615 Somersville Rd, LLC, doing business as Flavors Antioch, operating agreement and authorizes the City Manager to execute the agreement in a form approved by the City Attorney.

* * * * *

ATTACHMENT A

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 10th day of September, 2024, by the following vote:

AYES:

ABSENT:

ABSTAIN:

NOES:

**ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH**

EXHIBIT 1

RECORDING REQUESTED BY,
AND WHEN RECORDED, MAIL TO:

City of Antioch
200 H Street
Antioch, CA 94509
Attn: City Clerk

Exempt from recording fee per Government Code §6103

OPERATING AGREEMENT

This Operating Agreement ("**Agreement**") is entered into between the City of Antioch, a municipal corporation ("**City**") and 2615 Somersville Rd LLC, a California limited liability company, which will do business as Flavors Antioch ("**Operator**"), whose address is 2615 Somersville, Antioch, California 94509. City and Operator may be referenced herein as "**Party**" or collectively as "**Parties.**"

RECITALS

- A. Operator submitted an application for approval of a use permit and design review for a cannabis business, as further detailed herein.
- B. On September 27, 2022, by Resolution No. 2022/169, the City Council approved a Cannabis Business Use Permit to operate cannabis business UP 22-09 ("**CBUP**"). A copy of the CBUP is attached hereto as **Exhibit A** and incorporated herein. The CBUP relates to the Site, as described in **Exhibit B**, attached hereto and incorporated herein.
- C. One condition of the CBUP is that the City and Operator execute an Operating Agreement. This Agreement meets this requirement of the CBUP.
- D. On _____, 2024, the City Council adopted Resolution No. 2023/___ approving this Agreement.

AGREEMENT

1. **Recitals.** The Recitals set forth above are incorporated herein as if fully set forth in this Agreement.
2. **Definitions.** The following terms, when capitalized herein, shall have the meanings specified below.
 - a. Agreement—This Agreement between the City and Operator.
 - b. Applicable Law—All applicable federal, state, regional, and local statutes, regulations, and rules including the Uniform Building Code and other Uniform Codes, the California Environmental Quality Act, the City's ordinances, resolutions, rules, and regulations, as each statute, regulation, regulation, rule,

EXHIBIT 1

Code, ordinance, and resolution may be amended from time to time, excluding such federal law which may conflict with state or local laws authorizing cannabis businesses or operations.

c. Business Operations—The commercial cannabis business operated at the Site by Operator, its officers, officials, employees, agents, and consultants, as approved by the City Council in the CBUP, and as subject to the terms and conditions of this Agreement.

d. Cannabis—Both medical and non-medical cannabis as defined by Health & Safety Code section 11362.5 and Business and Professions Code sections 26000 *et seq.*

e. Cannabis Business Use Permit—the Cannabis Business Use Permit UP 22-09, attached hereto as **Exhibit A**, as approved by City Council Resolution No. 2022/169.

f. City—the City of Antioch, California.

g. City Attorney—the City Attorney of the City.

h. City Council—the City Council of the City.

i. City Manager—the City Manager of the City.

j. Operator—2615 Somersville.

k. Fees—All charges, expenses, costs, monetary exactions, and any other monetary obligations imposed on Operator by City, other than assessments or regular or special taxes, and not limited to fees paid pursuant to this Agreement.

l. Gross Receipts—The total of amounts actually received or receivables from sales and the total amounts actually received or receivable for the performance of any act or service for which a charge is made or credit allowed, whether or not such act or service is done as a part of or in connection with the sale of materials, goods, wares, or merchandise. Gross receipts shall also include all receipts, cash, credits and property of any kind without deduction of the cost of the property sold, the costs of the materials used, labor or services costs, interest paid or payable, or losses or other expenses whatsoever. Excluded from “gross receipts” are the following:

- Cash discounts allowed and taken on sales
- Credit allowed on property accepted as part of the purchase price and which property may later be sold
- Any tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser
- Such part of the sale price of property returned by a purchaser upon rescission of the contract of sale as is refunded whether in cash or by credit
- Amounts collected for others where the business is acting as an agent or trustee to the extent that such amounts are paid to those for whom collected, provided the agent or trustee furnishes to the City the names and addresses of the others and the amounts paid to them
- Receipts of refundable deposits, except that refundable deposits forfeited and taken into income of the business are not excluded

EXHIBIT 1

The intent of this definition is to ensure that, in calculating payments to the City, all sales and revenue from the Business Operations are captured and, therefore, this definition shall be given the broadest possible definition consistent with this intent.

m. Major amendment—Any modification to this Agreement that makes a substantive change, modification, or deviation in the terms of this Agreement or any Exhibits hereto.

n. Minor amendment—Any modification to this Agreement that does not make a substantive change, modification, or deviation in the terms of this Agreement or any Exhibits hereto.

o. Police Chief—the Police Chief of the City.

p. Project—The Business Operations, Site Development, Odor and other Mitigation Plans, Security Plans, and all other terms and conditions applicable to Operator's Business Operations.

q. Site—The physical location of the Operator's Business Operations, as described in **Exhibit B**, attached hereto.

r. Square Footage under Cultivation--the actual amount of canopy (measured by the aggregate area of vegetative growth of live cannabis plants on the premises including the area occupied by vertically and horizontally stacked canopies) that is limited by the maximum amount a cannabis business is authorized to cultivate by this Agreement or the CBUP, without deducting for unutilized square footage.

s. State license(s)—the license(s) issued by the State, whether through the Bureau of Cannabis Control or other regulatory agency authorizing the Operator to conduct its Business Operations

3. **Effective Date.** This Agreement shall be effective as of the date of the Resolution approving this Agreement, or such other date (if any) as specified in the Resolution approving this Agreement.

4. **Term of Agreement.** The initial term of this Agreement shall be ten years, with two possible extensions of five years each. This Agreement may be extended by mutual agreement of the Operator and the City Council on such additional terms and conditions as to which the Parties may agree. At the end of the term, Operator agrees to cease all Business Operations at the Site, notwithstanding the terms and conditions of the CBUP. The parties agree that, prior to the end of the initial ten-year term, they will meet and confer in good faith with the goal either of continuing this Agreement on the same terms and conditions or of modifying the Agreement so that the Business Operations may continue for the mutual benefit of the City and the Operator.

5. **Operating Conditions.** In addition to the terms and conditions set forth in the CBUP, Operator's Business Operations shall be subject to the additional terms and conditions:

a. Hours of operation of retail sales on the Site shall not exceed 7 days per week, 8:00 a.m. to 8:00 p.m. There are no other hours' restrictions on the Business Operations, including delivery.

b. Subsequent to the annual audit by the Police Department or a third party selected by the Police Department, the Police Chief shall have the discretion to require additional security measures or modify existing security measures at the Operator's expense, as may be required by law or reasonable for public safety. At Operator's expense, the Police Chief may also determine to require additional security

EXHIBIT 1

measures at any time upon the Department's finding that existing security measures are insufficient for the Business Operations to comply with the terms of the CBUP or to adequately protect public health and safety. The Police Chief's determination is appealable to the City Manager.

c. The City Manager may impose additional mitigation measures, whether relating to odor or other factors affecting public health and safety, on the Project at Operator's expense, as may be required by law or reasonable to maintain public health and safety. The City Manager's determination is appealable pursuant to Title 1, Chapter 4 of the City's Municipal Code.

6. Fees.

a. Operator agrees to pay all fees, whether imposed by the City, state, or other regulatory agencies in a timely manner. Operator's failure to pay such fees in a timely manner may, at the City's sole discretion, constitute Evidence of Default. City may provide thirty (30) days' prior written notice to Operator as to any unpaid City fees. If Operator fails to pay such fees, plus any interest or penalties due for late payment, Operator agrees that the City may record on the property which is the subject of the CBUP one or more liens for the fees owed.

b. Operator agrees to pay City beginning with the fifteenth of the month immediately following the date the City issues the Certificate of Occupancy for the Site the amounts set forth in **Exhibit C**, attached hereto and incorporated herein. The amount due for Gross Receipts is payable thereafter on the 15th of each month or, if the 15th is a weekend day or a national or state holiday, on the next business day ("Due Date"). The amount due based on square footage, with adjustments made during the year as square footage is increased or decreased, is payable thereafter quarterly, on January 15, April 15, July 15, and October 15 or, if the 15th is a weekend day or a national or state holiday, on the next business day ("Due Date"). The Operator shall also submit with each payment required by this section a report on a form provided by the Operator and approved by the City which lists the gross receipts for the period, any adjustments to the gross receipts and basis therefor, the gross receipts subject to the percentages set forth in Exhibit C, the square footage cultivated for the period, and the total amount due.

c. A payment is late or deficient under this Section if not postmarked by or received by the City Finance Department on or before the Due Date. A late or deficient payment shall be subject to a one-time penalty of five percent (5%) of the amount owed, plus monthly non-compounding interest at the maximum rate allowed by law, but not to exceed an annualized amount of ten percent (10%).

d. If the City Manager is not satisfied with the veracity of report(s) filed by Operator regarding the Business Operations' total gross receipts or square footage, the City Manager may compute and determine the amount of the fees to be paid on the gross receipts or square footage and make a deficiency determination upon the basis of the facts contained in such report(s), or upon the basis of any information in City's possession, or that may come into City's possession within three years of the date the fees are paid. One or more deficiency determinations of the amount of fees owed for a period or periods may be made. The determination of the City Manager pursuant to this subsection is appealable pursuant to Title 1, Chapter 4 of the City's Municipal Code.

EXHIBIT 1

7. **Social Equity Program.**

a. Operator agrees to implement and maintain for the entirety of the term of this Agreement a Social Equity Program ("**Equity Program**") to benefit the City and its residents, to foster equitable participation in the cannabis industry, and to create business opportunities for those most negatively impacted by the enforcement of cannabis laws prior to the legalization of cannabis in California. Operator shall initiate its Equity Program within three months of this Agreement's Effective Date.

b. Operator shall prepare a written Social Equity Program Plan ("**Equity Plan**"), which includes the Equity Program's description, a non-profit social equity program plan organization ("**Equity Plan Organization**") located in Antioch and approved by the City, and an action plan with goals, tasks, responsible parties, timelines, and measurable outcomes. The Equity Plan is set forth in **Exhibit D**, attached hereto and incorporated herein. Operator shall provide a written report, semi-annually, to the City Manager and City Attorney on its progress in carrying out the Equity Program's goals and measurable outcomes. Upon request of the City Manager or City Attorney, Operator also agrees to provide a presentation to the City Council on the Equity Plan's goals and measurable outcomes. The Equity Plan may be modified in writing by request of the Operator and only with prior written approval of the City Manager or the City Attorney.

c. If the City Council, the City Manager, or the City Attorney determine that Operator's Equity Plan does not adequately achieve the City's goals as set forth herein, the City Council, the City Manager, or the City Attorney shall have the discretion to require the Operator to modify its Equity Plan subsequent to one or more meetings with the Operator.

d. Operator agrees to fund its Equity Plan, as detailed in Exhibit D, with the first payment submitted to its Equity Plan Organization at the same time as the first payment for gross receipts and/or square footage is due under Section 6b hereof. Subsequent payments to its Equity Plan Organization shall be made quarterly with each subsequent quarterly payment due on January 15, April 15, July 15, and October 15 or, if the 15th is a weekend day or a national or state holiday, on the next business day. Late payment from the Operator to the Equity Plan Organization shall be subject to the same penalties and interest set forth in section 6 hereof.

8. Applicable Law. At all times, Operator shall conduct its Business Operations consistent with Applicable Law, including the City's ordinances, rules, and regulations; the CBUP; and this Agreement, as each may be amended or modified from time to time. Any violation thereof by Operator or its Business Operations may, at the City's discretion, be considered Evidence of Default.

9. **Default.**

a. If the City Manager finds Evidence of Default, the City Manager shall provide at least forty-five (45) days' written notice thereof to Operator, with the notice specifying the nature of the default, the facts supporting such Evidence of Default, and the manner in which the Default may be cured. Within that forty-five day period, Operator shall cure the Default to the City Manager's reasonable satisfaction, provide evidence with supporting facts as to why no Default exists, or provide alternatives satisfactory to the City Manager to address the Default.

EXHIBIT 1

b. If the City Manager is not satisfied with Operator's response and/or believes a Default continues to exist, then the City Manager may, at his/her sole discretion:

- Order the Operator to suspend all Business Operations at the Site until the Default is cured.
- Take such other action as may be authorized by the CBUP or this Agreement.
- Remedy the Default and charge the costs thereof to the Operator, who agrees to pay such sums.

c. The decision of the City Manager under this section is appealable pursuant to Title 1, Chapter 4 of the City's Municipal Code.

d. The remedies of this section, plus any other remedies set forth in this Agreement and remedies available in law or in equity are cumulative, and non-exclusive. Such remedies are distinct and separate whether or not exercised by the City. The City may, in its discretion, exercise any or all of its rights and remedies, at once or in succession, at such time or times as it considers to be appropriate.

10. Record Keeping. Operator shall keep, maintain, and preserve to the extent applicable all records that may be necessary to determine the amount of gross receipts, the number of retail delivery vehicles, the amount of cannabis manufactured, the amount of cannabis delivered, and any and all other records by which City may determine and verify the amount of fees due to the City pursuant to Section 6 hereof. At Operator's expense, City shall have the option of conducting, whether by City staff or by a City-selected consultant, an annual audit to verify the fees due to the City pursuant to Section 6 hereof and compliance with Exhibit D. City shall have the right to inspect such records at all reasonable times during normal business hours and upon not less than five (5) business days' prior notice. To the extent permitted by Applicable Law, City agrees to treat such records as confidential.

11. Annual Review. In addition to the right to conduct an audit pursuant to Section 10 hereof, the City Manager, at his/her discretion, may direct City staff or a third party to review, no more frequently than once per year, the Business Operations and compliance thereof with the CBUP and this Agreement. Operator shall be responsible for paying the costs of this annual review, which shall not exceed \$10,000 per review, adjusted annually by the CPI index for Bay area cities. In the event there is good cause for a review that would exceed \$10,000 (as adjusted annually), Operator and City shall negotiate a minor amendment to allow for such review. Generally, "good cause" shall be considered present upon the City's finding of a discrepancy, inconsistency, or omission in Operator's records, or when Operator is found to have violated this Agreement, or there is evidence substantiating a claim that Operator committed a regulatory violation under the laws of the State of California or the City's rules and regulations. Such determination will be based on the City's rules and regulations as well as the relevant laws and regulations of the State of California. Based on this review, City may require additional mitigation measures or other changes to the Business Operations to assure compliance with the CBUP and this Agreement.

12. Amendments. This Agreement may be amended from time to time, if in writing and signed by both parties. The City Manager or the City Attorney shall have the discretion to approve a Minor Amendment to this Agreement or to refer such Minor Amendment to the Council for review and possible action. The City Council, at a duly noticed public meeting, shall have the discretion to approve a Major Amendment or a Minor Amendment, which has been referred to the Council.

EXHIBIT 1

13. Assignment. City has entered into the Agreement with Operator in reliance upon Operator's specialized knowledge, experience, and expertise relating to the Project and cannabis-related business. Therefore, this Agreement may not be assigned or otherwise transferred by Operator, whether to a third party or to another entity (even if Operator is a partner, owner, or otherwise a participant in such entity), without the prior written authorization of the City Council at a duly noticed meeting. Any such assignment or transfer, at City's sole discretion, may be considered Evidence of Default. Should Operator wish to assign or otherwise transfer the Agreement, Operator shall provide evidence to the reasonable satisfaction of the City Manager and the City Attorney of the specialized knowledge, experience, expertise, and financial stability of the proposed assignee or transferee prior to review and possible approval by the City Council.

14. Indemnification. Operator agrees to indemnify, defend, and hold harmless City, its officers, officials, employees, agents, and consultants from any and all administrative, legal, or equitable actions, claims, or other proceedings instituted by any person or entity not a party to the Agreement challenging the validity of the Agreement or any action arising out of or relating to the Agreement. Operator shall pay for City's costs of defense, whether directly or by timely reimbursement on a monthly basis. Such costs shall include, but not be limited to, all court costs and attorney's fees expended by the City in defense of the action or proceeding, plus staff and consultant time spent in regard to defense of the action or proceeding. The parties shall use best efforts to select mutually agreeable defense counsel but, if the parties cannot reach agreement, City may select its own legal counsel and Operator agrees to pay directly or timely reimburse on a monthly basis City for all such court costs, attorney's fees and time referenced herein.

Operator further agrees to indemnify, defend, and hold harmless City, its officers, officials, employees, agents, and consultants from any and all claims, costs, and liability for any damages, personal injury or death, or property damage which may arise directly or indirectly from Operator's Business Operations pursuant to this Agreement, except as caused by City's sole or gross negligence.

15. Insurance.

a. For the term of the Agreement, Operator shall be required to, and agrees to, maintain in full force and effect public liability and property damage insurance, including personal injury in an amount of not less than three million dollars (\$3,000,000) per occurrence and five million dollars (\$5,000,000) aggregate, and automobile insurance for owned and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. Each policy shall have such coverage and limits as may be reasonably requested by City from time to time. Each policy shall have a self-insured retention of not more than one hundred thousand dollars (\$100,000.)

b. The insurance referenced herein shall include endorsements, naming as additional insureds the City, its officers, officials, employees, consultants, and agents. The endorsements shall also specify that the insurance is primary, with any policies held by the City to be non-contributing.

c. The insurance referenced herein shall be evidenced by certificate(s) of insurance, which shall be kept current during the term of this Agreement.

d. The certificate(s) and endorsement(s) shall be provided to, and approved by, the City Attorney prior to Operator beginning Business Operations.

EXHIBIT 1

e. The insurance shall be placed with a company authorized to transact business in the State of California and with a rating of not less than A.M. Best-A, or such other rating as approved by the City Attorney.

f. Operator shall provide at least thirty (30) days' prior written notice of any cancellation, reduction in scope or amount, or material modification of the insurance referenced herein.

g. If Operator fails to maintain the insurance referenced herein, the City in its sole discretion may obtain such insurance at Operator's expense, with Operator obligated to promptly reimburse the City, or determine such failure to be Evidence of Default.

16. Notices. Any notice or communication required by the Agreement between the parties shall be in writing and may be delivered either personally or by registered mail, return receipt requested. Notice, whether given by personal delivery or by registered mail, shall be deemed to have been given and received on the day of actual receipt at any of the addresses designated below as to the party to whom the notice is sent. Any party hereto may at any time, upon written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. However, should a party's address no longer be valid such that delivery by registered mail, return receipt required, is not successful, then delivery by U.S. mail shall be effective five business days after mailing of notice. Such notices or communications shall be given to the parties at the addresses set forth below:

To the City of Antioch:

If by personal delivery:

City of Antioch
200 H Street
Antioch, CA 94509

Attn: City Manager

If by U.S. mail:

City of Antioch
P. O. Box 5007
Antioch, CA 94531-5007

Attn: City Manager

With a copy to:

If by personal delivery:

City of Antioch
200 H Street
Antioch, CA 94509

Attn: City Attorney

If by U.S. mail:

City of Antioch
P. O. Box 5007
Antioch, CA 94531-5007

Attn: City Attorney

To Operator:

2615 Somersville Rd LLC
2615 Somersville Rd
Antioch, CA 94509

With a Copy to:

Drivon Consulting, Inc.

EXHIBIT 1

3439 Brookside Road Suite 104

Stockton, CA 95210

Tel.: (209) 915-5516

Email: zach@drivonconsulting.com

Attn: Zach Drivon, Attorney & CEO

AND

Feuerstein Kulick LLP

1940 Embarcadero

Oakland CA 94606

Attn: Kieran Ringgenberg

17. **Miscellaneous**

a. Each party has had an equal opportunity to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply to the Agreement.

b. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall continue in full force and effect, unless enforcement of the Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purpose of the Agreement.

c. The Parties shall take all steps reasonable and necessary to effectuate the terms and intent of the Agreement. However, no provision of the Agreement shall limit, or be construed to limit, the right of the City, the City Manager, the City Attorney, or the City Council to exercise discretion as to the Agreement or other matters.

d. The Parties are not, and shall not be construed, to be partners or joint venturers.

e. The only parties to the Agreement are City and Operator. There are no third-party beneficiaries and the Agreement is not intended, and shall not be construed, to benefit or be enforceable by any other person whatsoever.

f. In the event that suit is brought by either Party to the Agreement, the Parties agree that venue shall be exclusively vested in the state court of Contra Costa County, or in the U.S. District Court for the Northern District of California.

g. This Agreement and the Exhibits attached hereto contain all the representations and the entire agreement between parties with respect to the subject matter hereof.

h. The Parties acknowledge that City would not have entered into this Agreement had it been exposed to damage claims from Operator for any breach hereof. As such, the Parties agree that in no

EXHIBIT 1

event shall Operator be entitled to recover damages against City for breach of this Agreement. The City agrees that, notwithstanding any claims against Operator and/or City as referenced above, as long as Operator's State license remains intact and the Operator is in full compliance with this Agreement, the CBUP, and the City's rules and regulations, Operator's business shall be allowed to continue in operation pending the outcome of relevant public hearing(s) scheduled to address alleged violations of this Agreement and/or Operator's CBUP.

i. This Agreement may be executed in duplicate counterpart originals, each of which is deemed to be an original, and all of which when taken together shall constitute one and the same instrument.

j. All waivers must be in writing to be effective or binding upon the waiving party and no waiver shall be implied from any omission by a party to take or not take any action with respect to default or other matters. Failure by a party to insist upon the strict performance of any provisions of the Agreement by the other party shall not constitute waiver of such party's right to demand strict compliance by the other party in the future. Furthermore, no express written waiver of any default shall affect any other default or cover any other period of time unless specified in such express waiver.

k. Notwithstanding termination or expiration of this Agreement for any reason, Sections 6c, 6d, 10 and 14 shall be continuing obligations of Operator and shall survive this Agreement.

EXECUTED AS OF _____, 2024

EXHIBIT 1

[Signatures on next page]

CITY OF ANTIOCH

OPERATOR

2615 Somersville Rd LLC

Kwame P. Reed, Acting City Manager

By: Vinayak Shastry

Attest:

Elizabeth Householder, City Clerk

Approved as to form:

Thomas Lloyd Smith, City Attorney

EXHIBIT 1



Bridge Builders to the New Generation
5032 Tehachapi Way, Antioch, CA 94531
<https://www.bridgebuildersng.org/>
EIN: 85-1665741

ATTACHMENT B

Founded in 2019, Bridge Builders to the New Generation (BBNG) currently serves 500+ majority BIPOC youth in seven schools in Antioch. Through school-site, after-school, and summer programming, BBNG provides youth with a culturally responsive and healing-centered space to explore their intersectional identities, name and process their trauma, develop social, emotional, and leadership capacities, engage in personal and academic goal setting, and create solutions to community problems. Through collectivity and the nurturing of possibility thinking, BBNG helps Antioch youth identify structural inequities and break the cycle of poverty, violence, and generational trauma to become self-actualized young adults. Through staff love, guidance, and peer-to-peer mentorship, BBNG youth interrupt deficit-based narratives and define their own personal, college, and professional aspirations.

Once known as a 'sundown town', the reverberation of systemic oppression pervades Antioch, through institutions like schooling, policing, housing, and healthcare. Public schools have pushed out and emotionally and psychologically harmed BIPOC youth with multidimensional struggles and their families. BBNG provides space to breathe, heal and build a bridge out of hopelessness and despair. Current program offerings include onsite school support, after-school academic support and leadership workshops, healing circles, peer mentoring, summer seminars, community mapping, college tours, and career field trips.

The ***Change the Narrative*** program provides college and career readiness grounded in culturally responsive, trauma-informed, and healing-centered social-emotional learning for middle and high school students in Antioch with marginalized, intersectional identities. Its purpose is to disrupt the trauma-to-discipline and school-to-prison pipeline by developing youth leaders both within the school environment and local community by providing staff- and peer mentorship, leadership development activities, and academic support. *Change the Narrative* gives our students a sense of belonging, fosters collectivity, and builds an expansive culture on school campuses and in the Antioch community.

Ultimately, BBNG envisions East Contra Costa County as a region that prioritizes the well-being of BIPOC youth by co-creating equity-driven solutions with youth and their families. We want to see an end to pathologizing and punishing youth for behaviors stemming from trauma. *Change the Narrative* seeks to disrupt systemic and structural inequities that plague Antioch's institutions by implementing a youth-centered, regional-specific approach, beginning with schools.

The project goals include providing youth with healing-centered communities in which they can name and process their trauma, interrogate their environments and advocate for their needs, establish a leadership identity, and meet personal, wellness, and academic goals. The project will annually serve 500+ BIPOC middle and high schoolers at five schools in Antioch Unified School District (AUSD): Deer Valley High School, Antioch High School, Dallas Ranch Middle School, Antioch Middle School, and Park Middle School, Marsh Elementary School, and Mission Elementary School.



BBNG youth are majority BIPOC - 6 18-year-olds who identify as male, female, and gender-expansive. They have intersectional experiences related to generational trauma, drug use, family separation, housing insecurity and mental health challenges. The structural violence inflicted on BIPOC communities (e.g., crack epidemic, the 'War on Drugs', police brutality, gentrification) over the last decades has pushed low-income, BIPOC families out of Oakland and San Francisco and into cities like Antioch, with a lower cost of living. BBNG youth are from these families that moved to Antioch over the last two decades. To our youth, Antioch does not feel like home.

Antioch's schools and community institutions have more work to become culturally responsive and healing-centered. In 2011, the federal Office for Civil Rights Data Collection reported that Black students made up 21% of the AUSD population yet accounted for 60% of suspensions. In 2015, the East County [NAACP sued Antioch Unified School District](#), urging the district to examine discipline data, policies, and practices through a critical race lens. In the 2021-2022 school year, data showed that even more Black students have enrolled in schools across Antioch, and their suspension rates remain disproportionately higher than all subgroups.

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 10, 2024
TO: Honorable Mayor and Members of the City Council
SUBMITTED BY: Kwame P. Reed, Acting City Manager *KPR*
SUBJECT: City Council Requested Discussion Item – Discussion on Revisions to Overnight/Camping Ordinance

RECOMMENDED ACTION

It is recommended that the City Council discuss and provide direction to City staff.

FISCAL IMPACT

The recommended action has no fiscal impact at this time.

DISCUSSION

This item is for the City Council's discussion at Mayor Hernandez-Thorpe's request to hold a discussion on revising Antioch Municipal Code Ordinance Section 10.2.12-Overnight/Camping.

§ 10-2.12 OVERNIGHT/CAMPING.

No person shall camp or lodge in a tent, vehicle or on the ground in any park or recreation facility, including the parking lot areas of any such facilities. Except during daylight, for security purposes, with the written permission of the Director, no person shall stay, remain or sleep in a motor home or other motor vehicle or otherwise, in any park and recreation facility, including the parking lot area of such facility.

(Ord. 915-C-S, passed 2-27-96)

ATTACHMENTS

None

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of September 10, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Kwame P. Reed, Acting City Manager *KPR*

SUBJECT: City Council Requested Discussion Item – Discussion on Adopting Community Policing Resolution

RECOMMENDED ACTION

It is recommended that the City Council discuss and provide direction to City staff.

FISCAL IMPACT

The recommended action has no fiscal impact at this time.

DISCUSSION

This item is for the City Council's discussion at Councilmember Torres-Walker's request to adopt a Community Policing resolution.

ATTACHMENTS

A. Draft Resolution

ATTACHMENT A

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH ADOPTING COMMUNITY POLICING AS THE OPERANT AND DOMINANT POLICING PHILOSOPHY OF THE CITY OF ANTIOCH

WHEREAS, the City of Antioch has recognized, acknowledged, and endorsed the value and effectiveness of community policing;

WHEREAS, over the years various emphasis, attention, attitudes, and definitions have been given to the philosophy, principles, and practice of community policing;

WHEREAS, it is beneficial to clearly define and identify the elements of community policing;

WHEREAS, problem-solving through proactive partnerships and community trust building are recognized key elements of community policing;

WHEREAS, police legitimacy and police efforts to enhance community trust can have a positive impact on the conditions that produce crime and are elemental to the practice of effective community policing;

WHEREAS, the essential elements of community policing, including problem-solving through partnership, community trust building, the recognition of police legitimacy, and significant community involvement and responsibility, are the foundations of a definition that has been supported and recognized by the academic community;

WHEREAS, these elements do contribute to a more positive and productive relationship between the police and the communities they serve, where community policing has value internationally as an approach that will lead to a safer environment for the community and the police worldwide;

WHEREAS, community policing seeks to reduce crime and fear of crime by having an impact on crime causation factors while recognizing the importance of enhancing police legitimacy and providing for better accountability of police and government and greater concern for civil rights and liberties; and

WHEREAS, the City of Antioch City Council has agreed that a comprehensive definition of Community Policing should be one of its missions.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Antioch accepts, acknowledges, supports, and uses the following definition of community policing: "Community policing is a comprehensive philosophy that guides policy and strategy aimed at achieving more effective and efficient crime control, reduced fear of crime, improved quality of life, and improved police services and police legitimacy through a proactive reliance on community resources that seeks to change crime causing conditions. This assumes a need for greater accountability of police, elected community leaders, and the community in general, along with greater public share in decision-making through the identification of service needs and priorities and a greater concern for civil rights and liberties.